



# DETERMINATION NOTICE

**TITLE: Whim Water & Waste Water Limited Initial  
Water & Sewerage Rates**

**Document Number: 2026/WAS/001/DET.001**

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**2026 JANUARY 28**

## DOCUMENT TITLE AND APPROVAL PAGE

**1. DOCUMENT NUMBER: 2026/WAS/001/DET.001**

**2. DOCUMENT TITLE: WHIM WATER & WASTE WATER LIMITED INITIAL WATER & SEWERAGE RATES DETERMINATION NOTICE**

**3. PURPOSE OF DOCUMENT:**

This document outlines the Office's decision on Whim Water & Waste Water Limited's application for approval of initial rates to be charged to its customers, after the granting of its water supply and distribution and sewerage service provider licences by the responsible Minister on 2025 June 30.

**4. ANTECEDENT DOCUMENTS:**

Document Number	Document Title	Publication Date

**5. APPROVAL:**

This document is approved by the Office of Utilities Regulation, and the decisions therein become effective on 2026 February 01.

On behalf of the Office:



.....  
Ansord E. Hewitt  
**Director-General**

**2026 January 28**

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## Definitions, Acronyms and Abbreviations

CDL	-	Can-Cara Development Limited
Government	-	Government of Jamaica
GS	-	Guaranteed Standards - Quality of Service
Licences	-	Whim Water & Waste Water Limited Water Supply and Distribution Licence, 2025 and Whim Water & Waste Water Limited Sewerage Service Provider Licence, 2025
Licensed Business	-	The supply and distribution of water and the provision of sewerage services by the Licensee as authorized pursuant to the Licences
Licensee/WHIM Minister	-	Whim Water & Waste Water Limited Minister of Government with portfolio responsibility for Water and Sewerage Services
NEPA	-	National Environment and Planning Agency
NWC	-	National Water Commission
OUL	-	Oceanpointe Utilities Limited
OUR Act	-	Office of Utilities Regulation Act
OUR/Office	-	Office of Utilities Regulation
RESL	-	Richmond Environmental Services Limited
Service Area	-	This is the Whim Estate Development in Old Harbour, St. Catherine, more particularly described in Schedule 1 of the Licences, and being the area within which the Licensee is authorised to provide sewerage services and supply and distribute water pursuant to the Licences.
WHIM/Licensee	-	Whim Water & Waste Water Limited
WRA	-	Water Resources Authority
WSP	-	Waste Stabilization Ponds

# 1. Executive Summary

- 1.1. Whim Water & Waste Water Limited (WHIM) is a privately owned limited liability company, located at 44 South Street, Old Harbour, St. Catherine. The company was incorporated in 2018 and currently provides water and sewerage services to the Whim Estates Development in Old Harbour St. Catherine.
- 1.2. On 2025 July 21, WHIM applied to the Office of Utilities Regulation (OUR) for its initial tariff, pursuant to the terms of Schedule 3 of its Licences. In its tariff proposal, WHIM requested rates and charges for both residential and commercial customers. The proposed structure consists of volumetric rates, service charges, and miscellaneous fees.
- 1.3. The assessment of this tariff application was heavily reliant on the OUR’s ‘No Objection Policy’ and benchmarking analysis, as both are permissible under Schedule 3 of WHIM’s Licences.
- 1.4. Under the No Objection Policy, the OUR may approve the rates and charges proposed by a private water and/or sewerage service provider, where the rates and charges are below those being charged by the National Water Commission (NWC) for comparable services.
- 1.5. The proposed rates and charges were also compared with other private water and sewerage service providers, Can-Cara Development Limited (CDL), Richmond Environmental Services Limited (RESL), and Oceanpointe Utilities Limited (OUL).
- 1.6. Table 1.1 below shows the details of the approved rates and charges.

**Table 1.1: Approved Rate Schedule for Whim Water & Waste Water Limited**

<b>Whim Water &amp; Waste Water Limited Rate Schedule</b>	
<i>Service Charge</i>	
<b>Meter/Service Connection Size</b>	<b>Charge</b>
5/8 inch/ 15mm	\$ 1,215.00
3/4 inch/ 20mm	\$ 2,660.00
1 inch/ 25mm	\$ 3,475.00
1 1/4inch/ 30mm	\$ 6,540.00
<i>Water Rates</i>	
<b>Consumer Category</b>	<b>J\$/000' litres</b>
Residential (Metric Metered)	
0 to 14,000	\$ 153.00
For the next 13,000	\$ 275.00
For the next 14,000	\$ 300.00
Over 41,000	\$ 510.00

<b>Whim Water &amp; Waste Water Limited Rate Schedule</b>	
Commercial (Metric Metered)	
0 to 9,100,000	\$ 590.00
Over 9,100,000	\$ 340.00
<i>Sewerage Rates</i>	
<b>Consumer Category</b>	<b>J\$/000' litres</b>
Residential (Metric Metered)	
0 to 14,000	\$ 177.00
For the next 13,000	\$ 317.00
For the next 14,000	\$ 347.00
Over 41,000	\$ 590.00
Commercial (Metric Metered)	
0 to 9,100,000	\$ 683.00
Over 9,100,000	\$ 397.00
<i>Miscellaneous Fees</i>	
<b>Type</b>	<b>Fees</b>
<b>Disconnection and Reconnection Type</b>	
Domestic Metered Service (Locked)	\$ 1,000.00
Domestic Metered Service Removed and Replaced 5/8 inch/15mm and 3/4 inch/20mm	\$ 9,000.00
Commercial Metered Service (Locked)	\$ 1,000.00
Commercial Metered Service Removed and Replaced	\$ 13,000.00
<b>Connection Type</b>	
Domestic Metered Service 5/8 inch/15mm and 3/4 inch/ 20mm	\$ 10,000.00
Commercial Metered Service	\$ 10,000.00

- 1.7. The service connection fee should not be charged to existing customers who are already connected to WHIM's water and sewerage infrastructure. For the avoidance of doubt, the service connection fee shall apply only to new customers who will be connected to the system.
- 1.8. The proposed service connection fee for commercial customers, which would depend on an estimate from WHIM was not approved. As indicated in Table 1.1 above, the approved service connection fee for commercial metered service is \$10,000.
- 1.9. WHIM shall adhere to the Service Standards and reporting requirements specified in Schedule 2 of the Licences. This includes, but is not limited to, providing the various reports to the OUR

within the specified time, as well as complying with the Guaranteed Standards – Quality of Service (GS) specified in the Licences.

- 1.10. At the next tariff review, which according to the Licences shall be no more often than once in every two (2) years, WHIM is expected to submit its audited financial statements for a comprehensive evaluation of its actual costs and performance.

## **2. Introduction**

- 2.1. Whim Water & Waste Water Limited (WHIM/the Licensee) is a privately owned limited liability company with its registered office at 44 South Street, Old Harbour, St. Catherine. The company was incorporated in 2018 and currently supplies potable water and provides sewerage services to the Whim Estate Development in St. Catherine.
- 2.2. On 2025 June 30, the Minister with responsibility for water supply and sewerage services issued to WHIM the Whim Water & Waste Water Limited Water Supply and Distribution Licence 2025, and the Whim Water & Waste Water Limited Sewerage Service Provider Licence, 2025 (together referred to as the Licences) by which the company is authorized to supply and distribute water and provide sewerage services to the Whim Estates Development located in Old Harbour, St. Catherine.
- 2.3. On the granting of its Licences, WHIM is required to submit a proposal for the initial tariff to be charged in respect to its services to its customers. On 2025 July 21, WHIM applied to the OUR for its initial tariff.
- 2.4. In its initial tariff application, WHIM stated that Whim Estate Development will be a gated community, which will consist of 876 stand-alone two-bedroom homes with an array of supporting amenities. The company stated that eventually it will provide services to other customer classes.
- 2.5. This Determination Notice outlines the contents of WHIM's initial tariff application and the OUR's analyses and determinations on the application.

### 3. Legal Framework

3.1. The OUR is a multi-sector utility regulator established pursuant to the Office of Utilities Regulation Act, (OUR Act), with regulatory oversight of the provision of prescribed utility services in Jamaica. Section 4(1)(a) of the OUR Act provides as follows:

*“4. -(1) Subject to the provision of this Act, the functions of the Office shall be to –*  
*(a) regulate the provision of prescribed utility services by licensees or specified organizations”*

3.2. The supply and distribution of water and the provision of sewerage services are included among the prescribed utility services defined in section 2 and the First Schedule of the OUR Act.

3.3. Section 4(4) of the OUR Act expressly provides for the authority of the OUR to determine the rates charged for the provision of a prescribed utility service. The section reads in part:

*“(4) .... the Office shall have power to determine, in accordance with the provisions of this Act, the rates or fares which may be charged in respect of the provisions of a prescribed utility service.”*

3.4. The Licences authorize WHIM to supply and distribute water and provide sewerage service to the service area described therein, comprising the Whim Estates Development in Old Harbour, St. Catherine (the Licensed Business). The provisions of the Licences reinforce the OUR’s statutory powers to regulate the Licensed Business.

3.5. Clause 4.2 of both Licences for example state:

*“The Licensee in carrying out the Licensed Business shall be subject to regulation by the Office pursuant to the OUR Act and any other applicable legislation.”*

3.6. With respect to tariffs and price controls, clauses 13.1 and 13.2 of the Licences provide as follows:

*“13.1 The Licensee is subject to the conditions and procedures set out in Schedule 3.*  
*13.2 The rates to be charged by the Licensee in respect of the Prescribed Utility Service in relation to the Licensed Business shall be as determined by the Office from time to time.”*

3.7. Schedule 3 of the Licence sets out some of the key considerations to be taken into account when determining the rates to be charged by WHIM and stipulates that these rates and charges as determined by the OUR should *“provide a reasonable opportunity for the*

*Licensee to make a reasonable return on capital employed after taking into account all reasonable costs incurred in the provision of services”.*

- 3.8. Schedule 3 of the Licences further describe the formula by which the Licensee’s revenue requirement should be derived and defines some of the components of the revenue requirement, as set out below:

*“Revenue Requirement = operating costs + depreciation + taxes + return on investment, with each component defined as follows:*

*“Operating costs”: All prudently incurred costs which are not directly associated with investment in capital plant...*

*“Return on Investment...The return on investment shall be calculated by multiplying the allowed rate-of-return by the Licensee’s total investment base (“Rate Base”) for the test year. The allowed rate of return is the Licensee’s Weighted Average Cost of Capital (WACC). The WACC (“K %”) will balance the interests of both consumers and investors and be commensurate with returns in other enterprises having corresponding risks which will assure confidence in the financial integrity of the enterprise so as to maintain its credit and to attract capital...”*

- 3.9. With regard to the application for an initial tariff, Schedule 3 of the Licences provide:

*“On the granting of this License, the Licensee shall submit a proposal for the initial tariffs to be charged in respect of services and the Rate Review Process as set out herein under shall be applicable.”*

- 3.10. The Rate Review Process prescribed by the Licences require that the OUR’s review of WHIM’s rate application consists of “...an evaluation of the revenue requirements including prudent operating costs, depreciation expenses, taxes and a return on investment.” However, the Licence also permits the OUR to utilize alternate rate review methodologies to determine a temporary or interim rate if it deems necessary including its “No Objection Policy” and benchmarking methodologies. The relevant provision of Schedule 3 of the Licences state:

*“Notwithstanding the requirements of paragraph 3 under the “Rate Review Process” section above, the Office may, if it deems it necessary in the circumstances, determine a temporary or interim rate, taking into account factors other than those prescribed (i.e. revenue requirements including prudent operating costs, depreciation expenses, taxes and a return investment), such as, but not limited to, benchmarking methodologies or the OUR’s “No Objection Policy/No Objection*

*Principle”. Under the No Objection Policy/No Objection Principle, the Office may approve the rates proposed by a private water or sewerage service provider where those rates are below the rates charged by the National Water Commission for comparable services.”*

3.11. The No Objection Policy is applied primarily in circumstances where a private water and/or sewerage service provider is unable to provide adequate cost data to allow for a comprehensive tariff review that takes account of all the elements prescribed in the Rate Review Process specified in the Licence.

3.12. The Licensee is permitted to apply to the OUR for subsequent tariffs when it desires, but no more frequently than once in every two (2) years. Schedule 3 of the Licences provide:

**“Subsequent Tariff**

*At such intervals as the Licensee may determine, but not more often than once in every two (2) years, the Licensee may submit an application for a tariff review. The Application must be supported with data and information as the Office will determine.”*

3.13. The Licences expressly state in clause 12 and Schedule 2 that the Licensee shall observe the service standards prescribed in the respective Licence, and authorizes the OUR to introduce new standards or vary the existing, environmental, service, guaranteed, and billing standards specified in the Licence, and schemes from time to time to enhance customer service and quality of service generally.

## 4. Summary of the Tariff Proposal

- 4.1. In its application, WHIM has requested approval of its initial tariff based on the No Objection Policy. The company indicated that it has been providing essential water and sewerage services to the community within which it operates since September 2023, with no revenues.
- 4.2. WHIM further stated that it has made significant investments in its water and sewerage infrastructure to supply its customers efficiently. WHIM outlined that the water treatment plant is designed to provide the community's requirements of 806M<sup>3</sup> per day with a storage capacity of 2,119M<sup>3</sup>.
- 4.3. The structure of the proposed tariff is similar to that of the NWC's existing tariff structure.
- 4.4. WHIM proposed rates and charges for both residential and commercial customers. The proposed structure consists of volumetric rates for its water and sewerage services, as well as service charges and miscellaneous fees; the details are shown in Table 4.1 below.

**Table 4.1: Whim Water and Waste Water Limited Proposed Tariff Structure**

<b>Proposed Tariff Structure</b>	
<i>Service Charge</i>	
<b>Meter/Service Connection Size</b>	<b>Charge</b>
5/8 inch/ 15mm	\$ 1,215.00
3/4 inch/ 20mm	\$ 2,660.00
1 inch/ 25mm	\$ 3,475.00
1 1/4inch/ 30mm	\$ 6,540.00
<i>Water Rates</i>	
<b>Consumer Category</b>	<b>J\$/000' litres</b>
Residential (Metric Metered)	
0 to 14,000	\$ 153.00
For the next 13,000	\$ 275.00
For the next 14,000	\$ 300.00
Over 41,000	\$ 510.00
Commercial (Metric Metered)	
0 to 9,100,000	\$ 590.00
Over 9,100,000	\$ 340.00
<i>Sewerage Rates</i>	
<b>Consumer Category</b>	<b>J\$/000' litres</b>
Residential (Metric Metered)	
0 to 14,000	\$ 177.00
For the next 13,000	\$ 317.00

<b>Proposed Tariff Structure</b>	
For the next 14,000	\$ 347.00
Over 41,000	\$ 590.00
Commercial (Metric Metered)	
0 to 9,100,000	\$ 683.00
Over 9,100,000	\$ 397.00
<i>Miscellaneous Fees</i>	
<b>Disconnection and Reconnection Type</b>	<b>Fees</b>
Domestic Metered Service (Locked)	\$ 1,000.00
Domestic Metered Service Removed and Replaced 5/8 inch/ 15mm and 3/4inch/ 20mm	\$ 9,000.00
Commercial Metered Service (Locked)	\$ 1,000.00
Commercial Metered Service Removed and Replaced	\$ 13,000.00
<b>Connection Type</b>	<b>Fees</b>
Domestic Metered Service 5/8 inch/15 mm and 3/4 inch/20 mm	\$ 10,000.00
Commercial Metered Service	An estimated cost is to be determined

- 4.5. The company specifically requested that the service charge be tied to any adjustments made to the NWC's charges to maintain the current percentage difference. Such adjustments to its service charge would have a one-month lag following the effective date of any changes to NWC's rate. No similar request was made for automatic changes to the volumetric rates or reconnection fees.
- 4.6. WHIM also requested a connection fee of \$10,000 for domestic meter supply and a connection fee for commercial metered service to be charged on a case-by-case basis. This charge would cover the cost of installing the meters and making the necessary connections.

## 5. Evaluation of the Application

- 5.1. As is permitted under the Licences, WHIM’s proposal for its initial tariff has been evaluated using the OUR’s No Objection Policy, as well as a benchmarking methodology.
- 5.2. The No Objection Policy is deemed, by the OUR, to be the most suitable methodology for the assessment and determination of the Licensee’s initial tariffs, as the company would just be starting up revenue generating operations, and is not in a position to provide audited financial statements and costing data to allow for a cost-based assessment of its operations and determination of its tariffs.

### Volumetric Rates – Water and Sewerage

- 5.3. In its application, WHIM requested both residential and commercial rates. In reviewing the proposed rates, a comparison with the potable water rates charged by the NWC, Can-Cara Development Limited (CDL), and Richmond Environmental Service Limited (RESL), and sewerage rates charged by the NWC, CDL, and Oceanpointe Utilities Limited (OUL) was done. The comparative rates are shown in Tables 5.1 and 5.2 below.

**Table 5.1: Water Rates Comparison between WHIM and Other Water Providers**

Water Rates					
	WHIM Proposed	NWC	Percentage Difference (WHIM vs NWC)	CDL	RESL
	J\$/000' litres	J\$/000' litres		J\$/000' litres	J\$/000' litres
<b>Residential</b>					
0 to 14,000	\$ 153.00	\$ 154.96	-1.26%	\$ 133.08	\$ 38.95
For the next 13,000	\$ 275.00	\$ 275.78	-0.28%	\$ 236.84	\$ 54.52
For the next 14,000	\$ 300.00	\$ 300.60	-0.20%	\$ 258.15	\$ 67.89
Over 41,000	\$ 510.00	\$ 512.78	-0.54%	\$ 440.37	\$ 67.89
<b>Commercial</b>					
0 to 9,100,000	\$ 590.00	\$ 592.16	-0.36%	\$ 508.55	N/A
Over 9,100,000	\$ 340.00	\$ 345.16	-1.49%	\$ 296.42	N/A

**Table 5.2: Sewerage Rates Comparison between WHIM and Other Sewerage Providers**

Sewerage Rates					
	WHIM Proposed	NWC	Percentage Difference (WHIM vs NWC)	CDL	OUL
	J\$/000' litres	J\$/000' litres		J\$/000' litres	J\$/000' litres
<b>Residential</b>					
0 to 14,000	\$ 177.00	\$ 178.97	-1.10%	\$ 153.70	\$ 170.00
For the next 13,000	\$ 317.00	\$ 318.54	-0.48%	\$ 273.56	\$ 302.00
For the next 14,000	\$ 347.00	\$ 347.19	-0.05%	\$ 298.16	\$ 329.00
Over 41,000	\$ 590.00	\$ 592.24	-0.38%	\$ 508.61	\$ 562.00
<b>Commercial</b>					
0 to 9,100,000	\$ 683.00	\$ 683.95	-0.14%	\$ 587.38	\$ 649.00
Over 9,100,000	\$ 397.00	\$ 398.67	-0.42%	\$ 342.38	\$ 378.00

- 5.4. As shown in Table 5.1 above, WHIM’s proposed water rates are below the rates charged by the NWC. The proposed rates are higher than the rates charged by the other two private providers for equivalent rate categories. Similarly, in Table 5.2 above, WHIM’s proposed sewerage rates are all below those charged by the NWC for all tiers and categories, while being higher than those of CDL and OUL.
- 5.5. In keeping with the No Objection Policy, the OUR approves the rates as proposed, and these rates are displayed in Table 5.3 below.

**Table 5.3: Approved Water and Sewerage Rates for Whim Water & Waste Water Limited**

OUR Approved Rates			
	Water Rate		Sewerage Rate
Consumer Category	J\$/000' litres		J\$/000' litres
<b>Residential</b>			
0 to 14,000	\$	153.00	\$ 177.00
For the next 13,000	\$	275.00	\$ 317.00
For the next 14,000	\$	300.00	\$ 347.00
Over 41,000	\$	510.00	\$ 590.00
<b>Commercial</b>			
0 to 9,100,000	\$	590.00	\$ 683.00
Over 9,100,000	\$	340.00	\$ 397.00

### DETERMINATION 1

The OUR approves the initial water and sewerage rates as proposed by WHIM. The approved rates are as displayed in Table 5.3 above.

### Service Charge

- 5.6. WHIM proposed four types of service connections requiring the collection of a service charge. These are shown in Table 5.4 below. Table 5.4 below also shows a comparison of the proposed rates against the rates charged by the NWC and two other private providers, CDL and OUL. WHIM’s proposed charges are all below or the same as the current service charges for the NWC, while the service charge proposed for 5/8-inch meter size by WHIM was higher than the two other private providers.

**Table 5.4: Service Charge Comparison between WHIM and Other Water and Sewerage Providers**

Service Charge					
	WHIM Proposed	NWC	Percentage Difference (OUL vs NWC)	CDL	OUL
	J\$	J\$		J\$	J\$
Meter/Service Connection Size					
5/8 inch/ 15mm	\$ 1,215.00	\$ 1,216.53	-0.13%	\$ 1,044.76	\$ 1,055.00
3/4 inch/ 20mm	\$ 2,660.00	\$ 2,661.04	-0.04%		
1 inch/ 25mm	\$ 3,475.00	\$ 3,475.00	0.00%		
1 1/4 inch/ 30mm	\$ 6,540.00	\$ 6,543.04	-0.05%		

- 5.7. WHIM requested that its proposed service charges be tied to any change in the service charges for NWC - therefore whenever there is an adjustment in the service charge imposed by the NWC, there would be a commensurate adjustment in WHIM’s service charge. The OUR has interpreted this request to relate to any change to NWC’s rates that may occur as a result of the operation of the NWC’s price adjustment mechanism (PAM) or as a result of a tariff application made by the NWC.
- 5.8. WHIM’s application did not include a request for a PAM, such as is in place for the NWC. The request was for an adjustment solely to its service charge billing component. The OUR therefore does not think it appropriate for WHIM’s service charge rates to be adjusted on the basis of, or as a result of, the application of such a mechanism to another provider’s rates. The implementation of a PAM ought to be specific to WHIM and appropriately reflect the impact of movements in relevant economic indicators on WHIM’s costs. As this is only WHIM’s initial tariff application, it is expected that the company will be in a position at its

next tariff review (which cannot occur sooner than two years after the effective date of this Determination Notice) to submit its audited financial statements and other relevant data for a full cost-based analysis, evaluation, and setting of rates and charges. It is at that time that WHIM may wish to consider submitting a request for the imposition of a PAM .

- 5.9. Similarly, an adjustment to the NWC service charge arising from a NWC rate review, may be influenced by factors not relevant to WHIM. It is therefore more appropriate at the time of WHIM’s subsequent tariff application, which should be a cost-based review, that the service charges are re-examined and a determination made as to whether they are cost-reflective and applicable or should be adjusted. Considering this, the OUR does not approve WHIM’s request for its service charges to change with any changes in the NWC’s rates.
- 5.10. In keeping with the No Objection Policy, the OUR approves the proposed charges as shown in Table 5.5 below.

**Table 5.5: Approved Service Charges for Whim Water & Waste Water Limited**

<b>OUR Approved Rates</b>	
<i>Service Charge</i>	
<b>Meter/Service Connection Size</b>	<b>Charge</b>
5/8 inch/ 15mm	\$ 1,215.00
3/4 inch/ 20mm	\$ 2,660.00
1 inch/ 25mm	\$ 3,475.00
1 1/4inch/ 30mm	\$ 6,540.00

**DETERMINATION 2**

The OUR approves the initial service charges for WHIM shown in Table 5.5 above.

The request to link the service charges to changes made to the NWC’s service charges is not approved.

**Miscellaneous Fees**

- 5.11. In its application, WHIM requested disconnection, reconnection, and connection fees. Fundamentally, the OUR has no issues with the allowance of all the fees requested. The OUR does however have concerns regarding the grounds for and other key considerations relating to the billing of the connection fee.
- 5.12. One of the principles of rate setting is that the customers should not be charged retroactively for a service. As such, the connection fee applied for is not approved for existing customers

who have already been connected to the system. This fee shall only be applicable to new/future customers of WHIM, who will be connected to the system.

5.13. Additionally, rather than having a broad estimate for the connection of commercial customers, the OUR has determined that the same connection fee for residential customers with 5/8 and 3/4 inch meters should also be used for commercial customers. While the OUR understands WHIM’s intentions behind the proposal to apply an estimated cost to each commercial customer so as to make the fee cost reflective for the different customers, the cost is unknown at this time and will create uncertainty as to the likely connection costs for each of its new commercial customers. So as to ensure transparency, consistency and certainty, the connection fee for both customer categories will be the same. This aligns with a similar approach for OUL. At WHIM’s next tariff review, when actual cost data can be examined, this fee will be revisited.

**DETERMINATION 3**

1. The OUR approves the initial miscellaneous fees for WHIM as shown in Table 5.6 below.
2. The connection fee should only be billed to new customers.
3. The connection fees for commercial customers should be maintained at \$10,000.00 until the next tariff review.

5.14. All fees/charges are to remain unchanged until the tariff review, which should be at such intervals as WHIM may determine, but no more often than once in every two (2) years.

5.15. The OUR approved rates, charges, and miscellaneous fees are shown in Table 5.6 below.

**Table 5.6: Approved Rate Schedule for Whim Water & Waste Water Limited**

<b>Whim Water &amp; Waste Water Limited Rate Schedule</b>	
<i>Service Charge</i>	
<b>Meter/Service Connection Size</b>	<b>Charge</b>
5/8 inch/ 15mm	\$ 1,215.00
3/4 inch/ 20mm	\$ 2,660.00
1 inch/ 25mm	\$ 3,475.00
1 1/4inch/ 30mm	\$ 6,540.00
<i>Water Rates</i>	
<b>Consumer Category</b>	<b>J\$/000' litres</b>
Residential (Metric Metered)	
0 to 14,000	\$ 153.00

<b>Whim Water &amp; Waste Water Limited Rate Schedule</b>		
For the next 13,000	\$	275.00
For the next 14,000	\$	300.00
Over 41,000	\$	510.00
Commercial (Metric Metered)		
0 to 9,100,000	\$	590.00
Over 9,100,000	\$	340.00
<i>Sewerage Rates</i>		
<b>Consumer Category</b>	<b>J\$/000' litres</b>	
Residential (Metric Metered)		
0 to 14,000	\$	177.00
For the next 13,000	\$	317.00
For the next 14,000	\$	347.00
Over 41,000	\$	590.00
Commercial (Metric Metered)		
0 to 9,100,000	\$	683.00
Over 9,100,000	\$	397.00
<i>Miscellaneous Fees</i>		
<b>Type</b>	<b>Fees</b>	
Disconnection and Reconnection Type		
Domestic Metered Service (Locked)	\$	1,000.00
Domestic Metered Service Removed and Replaced 5/8 inch/15mm and 3/4 inch/20mm	\$	9,000.00
Commercial Metered Service (Locked)	\$	1,000.00
Commercial Metered Service Removed and Replaced	\$	13,000.00
Connection Type		
Domestic Metered Service 5/8 inch/15mm and 3/4 inch/ 20mm	\$	10,000.00
Commercial Metered Service	\$	10,000.00

## **6. Technical Review**

- 6.1. According to WHIM, Whim Estates Development covers a geographical area of approximately 750,000m<sup>2</sup> located adjacent to the southern boundary of Highway 2000 and bounded between the New Harbour Village 2 community to the east, and the Bowers Gully to the west.
- 6.2. Additionally, the earmarked customers (customer base) specified for Whim Estates Development includes a basic school, one commercial unit, and eight hundred and seventy-six (876) two (2) bedroom houses.

### **Water Supply System Description**

- 6.3. WHIM's water supply system is like most water supply systems that exist across the water sector in Jamaica, with water abstraction occurring at one or more sites, and water production at another site from where water is treated and distributed to customers. Regarding WHIM's water supply system, the Water Resources Authority (WRA) has approved three (3) water abstraction sites (deep well submersible pumps) from which up to 7,244.6 m<sup>3</sup> of water may be abstracted per day.
- 6.4. With respect to the defined service area's daily water demand, WHIM's daily average projection is 996 m<sup>3</sup> (less than 20% of the authorized abstraction rate).
- 6.5. To ensure service reliability (water supply), WHIM uses two (2) appropriately sized standby diesel generator units as secondary electricity supply alternatives for the three (3) deep wells. One generator unit is stationed at one well site, while the other is a mobile unit that can be alternatively used between the other two (2) sites as desired.
- 6.6. Additionally, to ensure reliable water distribution to the service area, WHIM's water treatment facility is equipped with a suitably sized standby diesel generator unit, two (2) dual-cylinder chlorination systems, four (4) multi-media filters, two (2) treated water storage tanks (each with 1060 m<sup>3</sup> capacity), and five (5) water distribution pumps.
- 6.7. Regarding WHIM's proposed peak flows and fire water demands, the OUR is of the view that the volume of water authorized for abstraction, coupled with the specified pump flow rates, can be satisfied without diminishing service reliability.

### **Description of Sewage Infrastructure**

- 6.8. WHIM's sewerage system infrastructure includes the typical collection and conveyance sewerage network that enables gravitational sewage flow to a pumping facility, along with the additional sewage treatment infrastructure via Waste Stabilization Ponds (WSP). WHIM's sewerage network collects and conveys sewage to only one (1) pumping facility that is equipped with a suitably sized standby diesel generator and two (2) submersible

pumps. These amenities appear to satisfy the proposed operating requirements and conditions, which are indicative of a reasonably designed and built system.

- 6.9. The WSP design appears to be able to complete tertiary level sewerage treatment through two (2) series, each containing three (3) ponds (anaerobic, facultative, and maturation) in parallel, before the effluent passes through a reed bed, chlorination process, and final discharge in the Bowers Gully at a daily approved (NEPA) rate not exceeding 806m<sup>3</sup>.
- 6.10. The OUR is of the view that if WHIM's maintenance regime is implemented as proposed, the prescribed sewerage services may be sustained without major issues over the term of the Sewerage Licence.

### **Operations and Maintenance Requirements (Water and Sewerage)**

- 6.11. As stated in Paragraph 8.1.5 of both WHIM's Water Licence and Sewerage Licence, and in keeping with prudent utility practice, the Licensee shall "Maintain and keep in good repair all equipment used in carrying out the Licensed Business". In this regard, WHIM is required to comply with the terms, conditions, and Service Standards stipulated in Schedule 2 of the Licences, along with providing the relevant reports to the Office to enable proper regulatory monitoring and utility performance assessment.
- 6.12. WHIM's list of fixed assets on record at the OUR needs to be updated. WHIM is therefore required to submit its updated Fixed Asset Register and Depreciation Schedule to the Office, to include:
  - i. The initial cost of each fixed asset.
  - ii. The installation date (in-service date) of each fixed asset.
  - iii. The annual depreciation rates and charges for each fixed asset.
  - iv. The expected useful life of each fixed asset.
  - v. Details of any planned fixed asset acquisition for future utility operations.
- 6.13. Since revenue-type water meters are a part of the utility company's assets, WHIM is required to observe all the applicable requirements of the Meter Testing, Administrative and Operational Protocol (MTAOP) for the Electricity and Water Sectors in Jamaica, 2017. Water meters are therefore to be included in the Fixed Asset Register and Depreciation Schedule, along with all the additional details specified above.
- 6.14. WHIM is also advised to provide the OUR with updated risk matrices for the Water and Sewerage Operations, particularly based on how Hurricane Melissa may have affected the utility operations. The risk matrix updates are to indicate any recently emergent system vulnerability(s) along with the impact on the utility infrastructure, the mitigation measures that were implemented or under consideration, in addition to any risk accepted as part of the utility operations, among other factors.

### **System Design (Final Network Drawings) – Water and Sewerage**

- 6.15. Considering that the Licences were issued during the construction of the water and sewerage infrastructure, WHIM is now required to provide the OUR with the final as-built drawings for the water and sewerage infrastructure to include:
- i. The final updated layout drawings of the pipelines from the deep wells and their connection to the Water Treatment Plant.
  - ii. The final update layout drawings of the main water distribution network throughout the Whim Estates Development.
  - iii. The final updated layout drawings of the sewerage network.
  - iv. The final updated layout drawings of the WSPs.

### **Regulatory and Reporting Requirements (Water and Sewerage)**

- 6.16. All pertinent statutory obligations of the Licensed Business stipulated in Schedule 2 of the Licences are to be maintained throughout the respective terms of the Licences. WHIM is therefore required to submit to the Office as necessary, copies of any licence renewals, standards, special requirements, and restrictions issued by the relevant regulatory entities (e.g. WRA, NEPA, etc.).
- 6.17. WHIM is also required to comply with all quality of service performance requirements and Service Standards applicable to the water and sewerage services, and submit the relevant reports to the Office, as set out in Schedule 2 of the Licences. Where applicable, the results of any tests are to be certified by an accredited testing laboratory.

#### **DETERMINATION 4**

1. The OUR has determined that the Licensed Business has the necessary infrastructure in place to reasonably provide the residents of Whim Estates Development with the services prescribed in the Licences, provided that the proposed operations and maintenance plans are adhered to.
2. WHIM shall comply with all the regulatory requirements set out in its Licences, this Determination Notice, and all subsequent requirements throughout the term of its Licences.
3. WHIM shall provide the relevant reports in compliance with the Service Standards in Schedule 2 of its 2025 Water Supply and Distribution Licence, to include at minimum the following monthly reports (each required before the end of month that follows):
  - a. Water Quality Standards Reports to indicate:
    - i. Residual Chlorine Level.
    - ii. Coliform Bacteria Level
    - iii. Any standard imposed by the Ministry of Health.
  - b. Water Pressure and Adequacy of Supply Reports, to include:
    - i. The range of water pressure at key points in the water distribution network.
    - ii. Volume of water produced.
    - iii. Volume of water sold.
    - iv. Percentage Non-Revenue Water (NRW).
  - c. Environmental Standards Reports to include copies of the licence renewals, standards, special requirements, and restrictions issued by the relevant regulatory entities (WRA, NEPA, etc.) from time to time.
  - d. Planned and Unplanned Interruptions Reports, to include:
    - i. A schedule of major maintenance activities indicating:
      1. The number of planned service interruptions.
      2. The duration of each service interruption.
      3. The number of customers affected in each service interruption.
      4. The percentage of planned interruptions that were not restored within the required 24-hour period.
    - e. Unplanned Interruptions Reports, to include:
      - i. The number of unplanned interruptions.
      - ii. The number of customers affected in each service interruption.
      - iii. The duration of each service interruption.

#### **DETERMINATION 4 Continued**

4. WHIM shall provide the relevant reports in compliance with the Service Standards in Schedule 2 of its 2025 Sewerage Service Provider Licence, to include the following monthly reports (each required before the end of month that follows):
  - a. Environmental Standards Report indicating
    - i. Residual Chlorine Level.
    - ii. Coliform Bacteria Level.
    - iii. Any standard imposed by NEPA/NRCA.
  - b. Service Standards Reports indicating:
    - i. The Number of Blocked Sewer Mains.
    - ii. The Number of Blocked Sewer Mains cleared within four (4) hours.
    - iii. The Number of Odour Complaints.
    - iv. The Number of Active Customers.
  
5. Within three (3) months after the effective date of this Determination Notice, WHIM shall provide the following information in relation to the assets used for water supply services:
  - a. Its updated Fixed Asset Register and Depreciation Schedule (Water Meters included).
  - b. Its updated Risk Matrix for the Water Operations.
  - c. Its final as-built drawings for the Water Supply System to include:
    - i. A layout of the pipelines from the deep wells and their connection to the Water Treatment Plant.
    - ii. A layout of the main water distribution network throughout Whim Estates Development.
  
6. Within three (3) months after the effective date of this Determination Notice, WHIM shall provide the following regarding the assets used for sewerage service provision:
  - a. Its updated Fixed Asset Register and Depreciation Schedule.
  - b. Its updated Risk Matrix for the Sewerage Operations.
  - c. Its final layout drawings for the Sewerage System to include:
    - i. The final updated layout drawings of the main sewerage network.
    - ii. The final updated layout drawings of the Waste Stabilization Ponds (WSP).

## 7. Quality of Service Standards

7.1. Schedule 2 of the Licence sets out the Quality-of-Service Standards. WHIM is required to adhere to the established Quality of Service Standards, which comprise the Overall and Guaranteed Standards. These standards describe the level of quality of service that the company is expected to deliver to its customers.

### Overall Standards

7.2. The Overall Standards represent general performance targets to be met by WHIM but will not result in compensatory payments being made to customers where the targets are not met. Nonetheless, WHIM is required to submit quarterly reports on its performance against these targets. The Overall Standards to be met by WHIM are outlined in Table 7.1 below.

**Table 7.1: Overall Standards**

Standard	Performance measure
Water Quality Standards	<p>At least ninety-five percent (95%) of water samples must be collected from water production sources for testing.</p> <p>At least ninety-five percent (95%) of water samples must be negative with coliform bacteria.</p> <p>The level of residual chlorine should be between 0.5 and 5.0 mg/l and present in at least ninety-five percent (95%) of samples.</p> <p>Any other standards imposed by the Ministry of Health from time to time.</p>
Environmental	WHIM shall conform to all and any standards that may be established by NEPA/NRCA. WHIM shall provide the Office with copies of any licences/permits (including renewals), standards, special requirements and restrictions issued by NEPA/NRCA from time to time, which shall form part of its licence.
Water Pressure	WHIM shall ensure that the pressure of water to customers is in the range of 20 – 60 psi and take all reasonable steps to ensure that customers receive an adequate and consistent supply of water at all times.
Planned and Unplanned Interruptions	At least 24 hours' notice shall be given for at least ninety percent (90%) of planned service interruptions.

Standard	Performance measure
	At least ninety percent (90%) of unplanned service interruptions should be restored within the time communicated by WHIM to customers. WHIM shall keep records of all planned and unplanned interruptions detailing dates, times, affected area, number of affected customers and notice provided to them.
Meter Testing	WHIM shall ensure that meters to be installed on customers' premises are batch tested by the relevant local authorities and thereafter tested once every three (3) years to ensure accuracy in the measurement of supplies to customers.
Correction of sewerage problems	<p>(a) Blocked Mains WHIM shall clear ninety percent (90%) of all reported blocked mains within four (4) hours of the report being received.</p> <p>(b) Odour WHIM shall maintain the plant in such a manner as to minimize complaints of odour. There shall be no more than five (5) complaints per one hundred (100) customers regarding odour in any month.</p>

### **Guaranteed Standards**

- 7.3. Guaranteed Standards (GS) have been established for WHIM's water supply and sewerage services. The GS for WHIM's water supply service prescribes service levels, including Service Connection, Billing, Complaint Investigation, Metering, Disconnection, Reconnection, and Compensation Payment, which WHIM is required to meet. The GS for WHIM's sewerage service prescribes service levels for: Service Connection, Issuance of First Bill, Complaint Investigation, and Payment of Compensation. Failure of WHIM to adhere to any individual Guaranteed Standard may result in compensatory payment to the affected customer.
- 7.4. Schedule 2 of the Licences, provide for the GS compensation amount to be determined by the Office and includes "Claim" and "Automatic" as the modes of compensation.
- 7.5. As part of its 2025-2026 Workplan, the OUR intends to undertake a comprehensive review of the GS for the small water and/or sewerage service providers, which includes WHIM. This review may result in changes to WHIM's GS, which may include the mode of compensation, and will be applied in keeping with the decisions of the comprehensive GS review.

- 7.6. Notwithstanding the comprehensive review of the GS, the OUR, in keeping with its powers to introduce additional or modify the GS from time to time, has reviewed the GS in both Licences. Consequent on the review, and given that this is the initial tariff determination for water supply and sewerage services provided by WHIM, the OUR is of the view that the mode of compensation should be similar to that of the other providers within the sector, including the NWC, and should therefore continue to include both “Claim” and “Automatic” compensation mechanisms.
- 7.7. The OUR has also decided to substantially restate the GS outlined in Schedule 2 of the Licences, with some refinements to improve clarity and consistency in the descriptions across all the water and sewerage service providers. Restatement was made to six (6) of the standards in the Water Licence (namely, GS3(b), GS3(c), GS4(a), GS4(b), GS7 and GS8) and four (4) of the standards in the Sewerage Licence (namely, GS2, GS3(b), GS3(c) and GS4).
- 7.8. WHIM will therefore be required to attain the GS as outlined in Table 7.2 and Table 7.3 below, pending the outcome of the GS comprehensive review for the small water and sewerage service providers.

**Table 7.2: WHIM Water Supply Guaranteed Standards**

<b>Code</b>	<b>Guaranteed Standard</b>	<b>Mode of Compensation</b>
<b>GS1 – Connection of New Customers</b>	WHIM is required to connect all new customers complete with working meters, where water supply is available at the property boundary, within three (3) working days after signing the contract for connection.	Automatic
<b>GS2 – Issue of First Bill</b>	WHIM must issue (print and mail/deliver) a bill to a customer based on a meter reading within thirty (30) working days after the account is opened.	Claim
<b>GS3(a) – Response to complaints - Acknowledgements</b>	WHIM must acknowledge written customer complaints within three (3) working days of receipt.	Claim

<b>Code</b>	<b>Guaranteed Standard</b>	<b>Mode of Compensation</b>
<b>GS3(b) – Response to Complaints - Investigations</b>	WHIM must, within fifteen (15) working days of receipt of a complaint, complete the investigation and inform the customer of the results.	Claim
<b>GS3(c) – Investigations involving 3<sup>rd</sup> party</b>	WHIM must, within thirty (30) working days, complete investigations into a complaint involving a 3 <sup>rd</sup> party.	Claim
<b>GS4 (a) – Wrongful Disconnection</b>	WHIM shall not disconnect the service of an account that is either not in arrears or is the subject of an investigation internally or by the OUR.	Automatic
<b>GS4 (b) – Reconnection after wrongful disconnection</b>	WHIM must, within 12 hours, reconnect any supply that the company wrongfully disconnected and extend a written apology.	Automatic
<b>GS5 – Repair or Replacement of Faulty Meter</b>	WHIM must, within ten (10) working days after detection or after being informed of a meter defect, repair or replace any malfunctioning meter.	Automatic
<b>GS6 – Meter Readings</b>	WHIM must render a bill based on a meter reading each month.	Automatic
<b>GS7 – Reconnection after Payment of Overdue Amount</b>	WHIM must, within twenty-four (24) hours of receipt of all applicable payments (reconnection fee, etc.), reconnect customers disconnected for any outstanding balance.	Automatic
<b>GS8 – Payment of Compensation</b>	WHIM shall credit customers’ accounts within one (1) billing period after a breach in the case of automatic compensation, or within one billing period of submission of a claim in the case of compensation by claim for any of the prescribed Guaranteed Standards.  For the avoidance of doubt, if WHIM does not compensate the customer	Automatic

<b>Code</b>	<b>Guaranteed Standard</b>	<b>Mode of Compensation</b>
	within the specified time, this results in another breach. Where applicable, customers must submit claims within one hundred and twenty (120) days after the breach.	

**Table 7.3: WHIM Sewerage Service Provider Guaranteed Standards**

<b>Code</b>	<b>Guaranteed Standard</b>	<b>Mode of Compensation</b>
<b>GS1 – Connection of New Customers</b>	WHIM shall connect all customers within three (3) working days after signing the contract for connection.	Claim
<b>GS2 – Issue of First Bill</b>	WHIM shall issue (print and mail/deliver) a bill to a customer within thirty (30) working days after the account is established.	Claim
<b>GS3 (a) – Response to complaints - Acknowledgements</b>	WHIM shall acknowledge written customer complaints within three (3) working days of receipt.	Claim
<b>GS3 (b) – Response to Complaints - Investigations</b>	WHIM shall, within fifteen (15) working days of receipt of a complaint, complete investigations and inform the customer of the results.	Claim
<b>GS3 (c) – Investigations involving 3<sup>rd</sup> party</b>	WHIM must, within thirty (30) working days of receipt of a complaint, complete investigations involving a 3 <sup>rd</sup> party and inform the customer of the results.	Claim

<b>Code</b>	<b>Guaranteed Standard</b>	<b>Mode of Compensation</b>
<b>GS 4 – Payment of Compensation</b>	<p>WHIM shall credit customers’ accounts within one (1) billing period after a breach in the case of automatic compensation, or within one billing period of submission of a claim in the case of compensation by claim for any of the prescribed Guaranteed Standards.</p> <p>For the avoidance of doubt, if WHIM does not compensate the customer within the specified time, the delay will result in another breach. Where applicable, customers must submit claims within one hundred and twenty (120) days after the breach.</p>	Automatic

**Guaranteed Standards Compensation**

- 7.9. The Office will retain the GS compensation mechanism set out in WHIM’s Licence, which provides that ‘Claim’ and ‘Automatic’ be the prescribed modes. In the case of breaches that shall be compensated by way of a claim, these shall be made by submission of a written claim by or on behalf of the affected customer on a form to be developed by WHIM and approved by the OUR (the “GS Claim Form”). Customers must submit claims within one hundred and twenty (120) days after the date of the occurrence of the breach.
- 7.10. WHIM will be required to, within three (3) months of the effective date of this Determination Notice, develop its GS Claim Form for submission to and approval by the OUR. Following approval, WHIM will be required to make the Claim Form accessible to its customers, such as placing the forms on the company’s website. In the interim, while WHIM is developing its GS Claim Form, its customers shall be permitted to make claims for breaches of the GS, for which the mode of compensation is not automatic, by submitting claims in writing to WHIM within one hundred and twenty (120) days after the occurrence of the breach.
- 7.11. For breaches that attract automatic compensation, WHIM will verify the identified or reported breach and apply the applicable credit to the affected customer’s account.

### **Methodology for Compensation Calculation**

- 7.12. The Office has further determined that it will apply the methodology of using multiples of the Service Charge to compute the compensation to be paid by WHIM for a breach of its GS. This GS compensation methodology is consistent with the one applied to other small water and sewerage service providers, as well as the NWC. The Office has also determined that the GS compensation will be equivalent to two and a half (2.5) times the relevant service charge for both the water and sewerage GS schemes, aligning it with the amount established for the other small water and sewerage service providers and the NWC.

### **Special Compensation**

- 7.13. The Office has also determined that “Special Compensation” will apply to the water supply GS breaches of Wrongful Disconnection, Reconnection after Wrongful Disconnection, and Reconnection after Payment of Overdue Amounts, given the increased inconvenience to the customers who have no control over the breach being remedied. Accordingly, the Office has determined that Wrongful Disconnection, Reconnection after Wrongful Disconnection, and Reconnection after Payment of Overdue Amounts shall attract Special Compensation of four (4) times the relevant service charge.

### **Reporting Requirements**

- 7.14. WHIM shall adhere to the performance criteria for the GS outlined in Table 7.2 and Table 7.3 above, along with the Overall Standards (OS) and all the other standards in WHIM’s Licences and service contracts.
- 7.15. WHIM shall be required to submit quarterly reports to the Office regarding its performance against the GS within thirty (30) working days of the end of the applicable reporting period. These reports shall indicate the number of breaches committed against each standard and the potential and actual payout for each breach.
- 7.16. However, considering that this is WHIM’s initial tariff application and it is just beginning operation of the Licensed Business, the OUR will delay WHIM’s first GS reporting submission to the quarter beginning 2026 April. Where WHIM is unclear about its GS reporting requirements, it may consider using the period before 2026 April to consult with the OUR.

## **DETERMINATION 5**

The OUR's determination is as follows:

1. WHIM shall adhere to the Overall Standards outlined in Table 7.1 above, the Water Supply Guaranteed Standards outlined in Table 7.2 above, the Sewerage Service Provider Guaranteed Standards outlined in Table 7.3 above, and all the other standards in its Licences and service contracts.
2. WHIM shall submit quarterly reports to the Office on its performance against the Overall Standards within thirty (30) working days of the end of the reporting period. These reports shall indicate WHIM's performance against each of the established Overall Standards.
3. WHIM shall submit quarterly reports to the Office on its performance against the Guaranteed Standards within thirty (30) working days of the end of the reporting period. These reports shall indicate the number of breaches committed against each standard and the potential and actual payout for each breach. WHIM's first GS reporting submission is due for the quarter beginning 2026 April.
4. WHIM shall, within three (3) months of the effective date of this Determination Notice, develop its Guaranteed Standards Claim Form and submit same to the OUR for approval.
5. Compensation for breaches of:
  - a. Wrongful Disconnection, Reconnection after wrongful disconnection and Reconnection after Payment of Overdue Amounts will attract Special Compensation of four (4) times the relevant service charge.
  - b. All other Guaranteed Standards will be calculated at two and a half (2.5) times the relevant service charge.

# Determination Notice - Whim

Final Audit Report

2026-01-28

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