



Wastewater Tariff # 6

Rates and Rules for
Wastewater Service at
At Sun Peaks, British Columbia

By

Sun Peaks Utilities Co., Ltd.

*1280 Alpine Road
Sun Peaks, British Columbia
V0E 5N0*

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**Explanation of Symbols
Appearing on Tariff Pages**

- I – Signifies Increase
- C – Signifies Change
- D – Signifies Decrease
- N – Signifies New
- O – Signifies Omission

**This document is available for public inspection at the company's offices
at 1280 Alpine Road, Sun Peaks, British Columbia, V0E 5N0.**

Rates effective: December 1, 2013 – Revised January 2014

By:



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Table of Contents

Section Description	Page No.
Table of Contents	2
Definitions.....	3
Terms and Conditions	10
1. Application Requirements	10
2. Agreement to Provide Service	15
3. Application, Installation and Reconnection Fees.....	16
4. Additional Services and Fees.....	17
5. Security for Payment of Bills.....	18
6. Service Agreement.....	19
Service Facilities.....	22
7. Wastewater Service Lines.....	22
8. Wastewater Inspection Chamber	26
9. Customer Obligations for Service Maintenance	28
10. Wastewater Main Extensions.....	30
Billing	32
11. Billing	32
12. Back Billing	34
13. Administration Charges	36
Discontinuance of Service and Refusal of Service	37
14. Refusal of Service and Discontinuance of Service	37
Liability and Indemnity Provisions.....	41
15. Limitations on Liability	41
Miscellaneous Provisions.....	43
16. Promotions and Incentives	43
17. Miscellaneous Provisions.....	44
Standard Fees and Charges Schedules	46
Schedule "A" – Wastewater Service Connection	47
Schedule "B" – Contribution in Aid of Future Construction.....	48
Schedule "C" – Service Charges.....	49
Schedule "D" – Rates for Wastewater Service	51
Schedule "E" – Availability of Service Charge.....	53

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Definitions

Unless the context indicates otherwise, the following words have the following meanings in this Tariff:

TERM	DEFINITION
<i>Authorized Water Meter</i>	Means a Meter Set, approved, owned and operated by the Utility pursuant to the approved Water Tariff, for the purposes of measuring a Customer's water consumption and calculating wastewater flows.
<i>AWWA</i>	Means American Water Works Association
<i>Bed Unit</i>	Means the floor area (or equivalent) required to provide overnight accommodation for one person or as may be assigned under the Terms and Conditions of the B.C. Commercial Alpine Policy 1982.
<i>Biochemical Oxygen Demand</i>	The amount of oxygen required by aerobic microorganisms to decompose the organic matter in a sample of water, such as that polluted by sewage. It is used as a measure of the degree of water pollution. The test to measure this demand is typically called a BOD ₅ test.
<i>Biological Oxygen Demand</i>	Also called "Biochemical Oxygen Demand" or "BOD ₅ "
<i>Business Day</i>	Means a day during which normal business is conducted and usually includes Monday through Friday. A statutory holiday is not considered a Business Day.
<i>Bylaws</i>	Means the current Sun Peaks Mountain Resort Municipality's bylaws governing the properties within the Service Area of the Utility or duly appointed governing body recognized by the Provincial Government of British Columbia. C
<i>Combustible Liquid</i>	A liquid that has a flash point not less than 37.8 degrees Celsius and not greater than 93.3 degrees Celsius.
<i>Complex</i>	Means a structure containing one or more Units which receives service from a connection to the Utility's Wastewater Works, and without restricting the generality of the foregoing, includes single family dwellings, multi-family dwellings, apartments, condominiums, lodging, commercial properties, mobile home parks, equestrian centres, campgrounds, recreation centres, golf courses, amenities, cemeteries, hospitals and farms.
<i>Conversion Factor</i>	Means a factor, or combination of factors, which converts water meter data to cubic meters for billing purposes.
<i>Compost Facility</i>	In 2011, Sun Peaks Utilities added a composting facility that uses the Utility's Wastewater Treatment Plant's biosolids (sewage sludge) as a resource to create compost, a rich soil supplement. The facility uses an In-Vessel Composting system that creates no offensive odours – the total air is bio-filtered. The compost produced meets all Provincial regulations for Class A Compost that can be used anywhere.

TERM	DEFINITION
Costs	Means the total of all direct costs incurred by the Utility for a Service provided to a Customer, including but not limited to labour, materials and equipment, as well as any other costs that may reasonably arise in preparation for or during completion of the work, plus (if not otherwise specified) a reasonable allowance for the Utility's overhead costs
Cubic Meter (M³)	Means the volume of liquid, which occupies one cubic meter and is the equivalent of 1,000 litres.
Customer	Means a Person who is being provided Service by the Utility, or an applicant who has requested Service at Unit and such request has been approved by the Utility.
Decision	References the 'Final Decision on the Arbitration of the Dispute between the Owners of Strata Corporation K18 and Tod Mountains Development Ltd.' issued on October 28, 1991 by Mr. Al Raine. A copy of the Decision is available to effected Customers by contacting Strata Corporation K18 directly.
Dwelling Unit	Means a unit of accomodation occupied or to be occupied for personal use by an owner or Tenant which, either separately or jointly with other units, receives service from a connection to the Utility's Wastewater Works and, without restricting the generality of the foregoing, includes all uses of property. Means two or more rooms used or intended to be used for residential accommodations, containing cooking, sleeping and sanitary facilities, and which have no more than one set of cooking facilities.
Dwelling Unit – Secondary	Means an additional dwelling unit located within a Single Family Property. Such a unit would typically, but not necessarily, have a separate entrance and comprise a room or rooms typically, usually, providing temporary or permanent living as well as cooking, eating, sleeping and sanitation areas.
Fuels	Means alcohol, gasoline, naphtha, diesel fuel, fuel oil or any other ignitable substance intended for use as a fuel.
General Notice	Means that the Utility may cause notices to be published in a newspaper of general circulation, and may give notice by other additional means declaring restriction upon the use of water for the purposes of restricting wastewater or other reasons that could affect its Customers or the general public. N
Ground Water	Means water beneath the earth's surface accumulating as a result of seepage.
Hauled Wastewater	Means waste removed from a wastewater system, including a cesspool, a septic tank system, a privy vault, a chemical toilet or a wastewater holding tank.
Hazardous Substances	Means any substance or mixture of substances, other than a pesticide, that exhibits characteristics of flammability, corrosivity, reactivity or toxicity; and any substance that is designated as a hazardous substance within the meaning of any federal or provincial government acts or regulations, as amended from time to time.
Inspection Chamber	Means the device installed between the service connection and the wastewater main for the purposes of inspecting wastewater flows and conditions.

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TERM	DEFINITION
Landlord	Means a Person who, being the owner of a property has leased or rented it to another Person, called the Tenant.
Main	Means pipe used to collect wastewater for general or collective use for the purposes of collection.
Main Extension	Means an extension of one of the Utility's wastewater collection mains, whether installed by the Utility or approved for connection to the Utility's Wastewater Works, and includes the installation of any required pumping stations and upgrading of existing mains and pumping stations, but does not include the installation of wastewater collection (service) lines.
MaP Testing	Means the Maximum Performance Testing of Popular Toilet Models as conducted by the Canadian Water and Wastewater Association, Alliance for Water Efficiency and the California Urban Water Conservation Council. More information can be found at www.map-testing.com or the Utility's offices. N
Meter Set	Means the equipment owned by the Utility and used for metering or measuring water consumption used for the purposes of billing wastewater collected by the Utility.
Month	Means a period of time, used by the Utility for billing purposes, normally from 27 to 37 consecutive days, but may be a lesser or greater period of time when Wastewater Service is activated, discontinued or disconnected.
Non-Potable Water	Means water that is not suitable for human consumption in accordance with applicable Regulations
Notice	Means that the Utility may cause notices to be published in a newspaper of general circulation, and may give notice by other additional means declaring restriction upon the use of water for the purposes of conserving and saving water or other reasons that could affect its Customers or the general public.
Other Service	Means the provision of Service other than Wastewater Service including, but not limited to, alterations and repairs, initial connection of Service, reconnection of Service, removal of materials (such as ice, snow or construction materials, etc.) and Main Extension(s).
Other Service Charges	Means charges for, but not limited to, Other Service and financing, returned cheque charges, late payment charges, Social Service Tax, Goods and Services Tax, Harmonized Tax or other taxes related to these charges.
Pathological Waste	Means Pathological waste within the meaning of any federal or provincial government acts or regulations, as amended from time to time.
PCB's	Means any monochlorinated or polychlorinated biphenyl or any mixture that contains one or more of them.
Person	Means a natural person, association, partnership, corporation, society, unincorporated entity or body politic.
Potable Water	Means water suitable for human consumption in accordance with applicable law.
Premise(s)	Means any land, building or improvements which are entitled to, and authorized for, Wastewater Service which may include a Project, Unit, Lot or Complex.

TERM	DEFINITION
<i>Prohibited Wastewater</i>	Shall mean wastewater determined to be, but not limited to causing harm to the Wastewater Works and is listed in Section 1.5, but not limited to the items listed.
<i>Project</i>	Means a single family, strata titled or other development for residential, commercial, recreational or amenity purposes within the Sun Peaks Controlled Recreational Area.
<i>Reactive Waste</i>	Means a substance that: <ul style="list-style-type: none">• Is normally unstable and readily undergoes violent changes without detonating;• Reacts violently with water;• Forms potentially explosive mixtures with water;• When mixed with water, generates toxic gases, vapours or fumes in a quantity sufficient to present danger to human health or the environment;• Is a cyanide or sulphide bearing waste which, when exposed to pH conditions between 2 and 12.5, can generate toxic gases, vapours or fumes in a quantity sufficient to present danger to human health or the environment;• Is capable of detonation or explosive reaction if it is subjected to a strong initiating source or if heated under confinement;• Is readily capable of detonation or explosive decomposition or reaction at standard temperature and pressure; or Is an explosive (Class 1) within the meaning of any federal or provincial government acts or regulations, as amended from time to time.
<i>Rent Charge</i>	Means a yearly rent charge, charged against the land in order to secure the annual Wastewater Availability of Service Charge.
<i>Restricted Wastewater</i>	Shall mean wastewater collected through one operating day (24 hours) sampling process and determined to be too hot, too acidic, too basic, too oily, too greasy, and may contain any one element in concentrations greater than listed in Section 1.6 – Restricted Wastewater:
<i>Secondary Dwelling Unit Service</i>	See – Dwelling Unit – Secondary Means the provision of Wastewater Service or Other Service by the Utility, and including: (a) The supply of water to and the collection of wastewater collected in any manner from a Customer, and The provision of any equipment, facilities, or manual service by or in connection with the Utility in collecting wastewater from the Customer's Premises.
<i>Service Agreement</i>	Means an agreement between the Utility and a Customer for the provision of Service referred to in Section 2.1 of these Terms and Conditions.

TERM	DEFINITION
<i>Service Area</i>	Means the same areas within the Sun Peaks Controlled Recreational Area, which the Utility is authorized and entitled to provide Wastewater Service in accordance with the Municipal Sewage Regulations to Collect and Treat Wastewater as issued by the Ministry of Environment, Lands and Parks, Province of British Columbia or applicable governing agency.
<i>Service Line</i>	Means that portion of the wastewater collection system extending to a Wastewater Collection Main or Wastewater Service Main to the inspection chamber whether installed by the Utility or approved for connection to the Utility's Wastewater Works.
<i>Service Main</i>	Means pipe used to carry water for general or collective use within a Project for purposes of distribution.
<i>Service Related Charges</i>	Includes, but are not limited to, application fees, connection fees, Service Line installation fees, Meter Set fees, late payment charges, plus Social Services Tax, Goods and Service Tax, or other taxes related to these charges.
<i>Single Family Equivalent Unit</i>	A Single Family Equivalent Unit ("SFEU") equals six (6) "Bed Units." The SFEU of a Complex would be determined by dividing the Bed Units assigned to that Complex by six (6).
<i>Single Family Property</i>	Means those properties whose zoning designation is single family properties that may include one or more authorized suites in Sun Peaks Resort Area Bylaw No. 1400 and revised in Zoning Amendment Bylaw No. 1532 effective July 30, 1996, or as may be amended from time to time. Properties that include a "Side by Side Duplex" will be considered two (2) Single Family Homes for the purposes of "Schedule D". All other Properties will be considered a Complex and be subject to a Single Family Equivalent calculation.
<i>Spill</i>	Means a direct or indirect discharge into the Wastewater Collection System, a storm water collection system or the natural environment which is abnormal in quantity or quality in light of all the circumstances of the discharge.
<i>Standard Fees & Charges Schedules</i>	Means the schedules forming part of the Terms and Conditions which lists the various fees and charges relating to Service provided by the Utility as posted for public Notice by the Utility.

TERM	DEFINITION
<i>Strata Corp. K18's Maximum Sewage Flows</i>	<p>On October 28, 1991, a Final Decision on the Arbitration of the Dispute between the Owners of Strata Corporation K18 (commonly known as Burfield Heights) and Tod Mountain Development Ltd. was issued (the Decision). In the Decision, a Sewage Flow Allocation was determined. The Decision states 'the parties have agreed that the rights to discharge sewage into the system of Tod (now Sun Peaks Resort Corp. and the Utility) are to be restricted and that the maximum sewage flow anticipated is 29.5 cubic meters per day (6,500 imperial gallons per day). This will be calculated as the average seasonal daily flow of sewage for the period from November 1st to March 31st of each season.</p> <p>While the Decision requires that a wastewater measuring device be installed, the Utility has implemented a Water Meter and assumes that water provided equals the volume of the sewage flows leaving the Strata.</p> <p>The Decision outlines the steps that SPRC and the Utility will take place should the Strata exceed these flows over the course of any one winter season. However, upon written agreement between the Strata, SPRC and the Utility, the Strata has the option to change the terms of the Decision for Fees for Sewer Service and Maximum Sewage Flows as outlined in Schedule D – Rates for Wastewater Service, Section 1, Allowable Wastewater Metered Rate and the maximum Sewage Flow Allocation clause and associated penalties would no longer apply.</p>
<i>Storm Water</i>	Means water from rainfall, other natural precipitation, drainage or from the melting of snow or ice.
<i>Storm Water Collection System</i>	Means a system for the collection and transmission of uncontaminated water, storm water, drainage from land or from a watercourse or any combination thereof.
<i>Sun Peaks' Controlled Recreational Area</i>	Means the area shown outlined in red on Schedule "A" except any land owned in fee simple by any persons other than the Province in the development agreement between Sun Peaks Resort Corp. and Her Majesty the Queen in Right of the Province of British Columbia.
<i>SPRC</i>	Means Sun Peaks Resort Corp., a body corporate incorporated pursuant to the laws of the Province of British Columbia and is the sole owner of the Utility.
<i>Temporary Service</i>	Means the provision of Service for what the Utility determines will be a limited period of time.
<i>Tenant</i>	Means a Person under lease, license or tenancy agreement or who has the temporary use and occupation of real property owned by another Person.
<i>Terms & Conditions</i>	Means these terms and conditions of the Utility's Wastewater Tariff as amended from time to time and posted for public Notice by the Utility.
<i>Toxic Substance</i>	Means any substance any substance defined as toxic under the <i>Canadian Environmental Protection Act 1999</i> , as amended from time to time and within the meaning of any federal or provincial government acts or regulations, as amended from time to time.

TERM	DEFINITION
Unit	Means a unit of accommodation occupied or to be occupied by an owner or Tenant and, which either separately or jointly with other units, receives Service from a connection to the Utility's Wastewater Works and, without restricting the generality of the foregoing, includes all Domestic and Commercial uses of property as defined under the appropriate By-law Zones.
Unit of Water or Wastewater	Means a unit of measurement, usually the equivalent of one (1.0) cubic meter or one thousand (1,000) liters of water or wastewater.
Utility	Means Sun Peaks Utilities Co., Ltd., a body corporate incorporated pursuant to the laws of the Province of British Columbia under number 102004.
Waste Radioactive Prescribed Substances	Means Uranium, thorium, plutonium, neptunium, deuterium, their respective derivatives and compounds and such other substances as the Atomic Energy Control Board may by regulation designate as being capable of releasing atomic energy or as being requisite for the production, use or application of atomic energy.
Wastewater	Means the composite of water and water-carried wastes from residential, commercial, industrial or institutional premises or any other source
Wastewater Collection System	Means the piping and other devices to convey wastewater from the Customer's Premise to the Wastewater Treatment Facility
Wastewater Service	Means the collection of wastewater from a Customer.
Wastewater Treatment Facility	Means any structure or thing used for the physical, chemical, biological or radiological treatment of wastewater, and includes sludge treatment, wastewater sludge storage, composting and disposal facilities
Wastewater Works	Means the physical plant owned and operated by the Utility, including the equipment, pipes, holding tanks, pumping stations, and appurtenances employed by or used in connection with the Utility, in providing Wastewater Service or any Other Service.
Year	Means a period of twelve (12) consecutive calendar months

Terms and Conditions

1. Application Requirements

1.1 Requesting Services - A Customer or applicant requesting the Utility

- (a) to connect to the Utility's Wastewater Works for the purposes of disposing the Customer's wastewater and to provide Services,
- (b) to provide a new wastewater collection Service,
- (c) to re-activate an existing Service,
- (d) to transfer an existing account,
- (e) to change the Service provided,
- (f) to make alterations to an existing Service Line,
- (g) to update or change information on an existing account,

shall apply to the Utility at its office location in person, by mail, by telephone, by facsimile or by other electronic means acceptable to the Utility.

The Utility may request payment in advance of all Service application and connection charges, as described in Section 3 (Application, Installation and Reconnection Fees), before a Wastewater Service connection will be installed.

1.2 Information Required for Service - All applications for Service must truthfully disclose:

- (a) The purpose(s) for which the Service is to be used (i.e. domestic, commercial, etc.);
- (b) Detailed information on the expected maximum wastewater flows, including any expected Restricted Wastewater disposal that may exceed the Utility's wastewater limits;
- (c) The size (diameter) of the pipe planned by the Customer and subject to approval by the Utility through which wastewater will be collected from the Premises to the Utility's service;
- (d) The legal description of the Premises and municipal address, if available;
- (e) Billing address and contact phone number(s) including emergency contact information;
- (f) The usage that Premises will be used for;
- (g) The number of Units within the Premises, and the applicable Bed Units or equivalent Bed Units; and
- (h) The location of the Unit or Units to be serviced.

Additional applications for Service shall be made for Service to additional Units within the same property and for additional purposes as required in this Tariff.

1.3 Required References - The Utility may require an applicant for Service to provide reference information and identification acceptable to the Utility may at any time request information required to determine a prospective Customer's or existing Customer's credit history and to determine the credit risk of the Customer including without limitation, identification, contact and credit information. If a prospective Customer or existing Customer refuses to provide the requested information, then the Utility may refuse or discontinue, as the case may be, Service to the Customer.

1.4 Security Deposit - The Utility may require an applicant for Service to provide a monetary or other security as set out in Section 5 (Security for Payment of Bills).

1.5 Wastewater Standards - No person shall discharge directly or indirectly or deposit or cause or permit the discharge or deposit of Prohibited Wastewater into the Utility's Wastewater Collection System or Wastewater Treatment Facility in circumstances where:

- (a) To do so may cause or result in:
 - i) A health or safety hazard to a person authorized by the Utility to inspect, operate, maintain, repair or otherwise work on a wastewater works;
 - ii) A breach of or an offence under federal or provincial government laws or regulations (including without limitation the *Canadian Environmental Protection Act 1999*, and the *BC Environmental Management Act*), as amended from time to time, or any regulation made thereunder from time to time;
 - iii) Wastewater sludge from the wastewater treatment facility works to which either wastewater discharges, directly or indirectly, to fail to meet the objectives and criteria as listed in the applicable federal or provincial government regulations, as amended from time to time;
 - iv) Interference with the operation or maintenance of a Wastewater Collection System, or which may impair or interfere with any wastewater treatment process;
 - v) A hazard to any person, animal, property or vegetation;
 - vi) An offensive odour to emanate from wastewater works, and without limiting the generality of the foregoing, wastewater containing hydrogen sulphide, carbon disulphide, other reduced sulphur compounds, amines or ammonia in such quantity as may cause an offensive odour;
 - vii) Damage to the Wastewater Collection System or wastewater treatment process;
 - viii) An obstruction or restriction to the flow of the Wastewater Collection System or wastewater treatment process.
- (b) Wastewater has the following characteristics
 - i) A pH of less than 6.0 or greater than 11.5;
 - ii) Two or more separate liquid levels; or
 - iii) A temperature of greater than 60 degrees Celsius.
- (c) Wastewater contains:
 - i) Hazardous substances;
 - ii) Corrosive;
 - iii) Combustible liquids;
 - iv) Biomedical waste, including any of the following categories: 11 human anatomical waste, animal waste, untreated microbiological waste, waste sharps and untreated human blood and body fluids known to contain viruses and agents listed in "Risk Group4" as defined in "Laboratory Biosafety Guidelines" published by Health Canada, dated 1996, as amended.

- v) Dyes or colouring materials which may or could pass through a wastewater works and discolour the wastewater works effluent;
- vi) Fuel;
- vii) Hauled wastewater, except where:
 - a) The carrier of the hauled wastewater operating as a waste management system has certificate of approval or provisional certificate of approval issued under the applicable federal or provincial government regulations, as amended from time to time, or any regulation made thereunder from time to time; or is exempt from the requirement to have a certificate or provisional certificate of approval;
 - b) A copy of the most recent certificate of approval or provisional certificate and any amendment is provided to the Utility; and
 - c) The carrier meets all conditions for discharge that are or may be set from time to time with respect to the haulage of wastewater by the Utility.
- viii) Hauled waste, except where:
 - a) The carrier of the hauled waste operating as a waste management system has a certificate of approval or provisional certificate of approval issued under the applicable federal or provincial government regulations, as amended from time to time, or any regulation made thereunder from time to time; or is exempt from the requirement to have a certificate or provisional certificate of approval;
 - b) A copy of the most recent certificate or provisional certificate and any amendment of approval is provided to the Utility;
 - c) Hauled waste meets the conditions set out in the applicable federal or provincial government regulations, as amended from time to time; and
 - d) The carrier meets all conditions for discharge that are or may be set from time to time with respect to the haulage of waste by the Utility.
- ix) Ignitable waste
- x) PCBs
- xi) Pesticides
- xii) Reactive waste.
- xiii) Toxic substances.
- xiv) Waste radioactive prescribed substances.
- xv) Solid or viscous substances in quantities or of such size to be capable of causing obstruction to the flow in a sewer, including but not limited to ashes, bones, cinders, sand, mud, soil, straw, shaving, metal, glass, rags, feathers, tar, plastics, wood, un-ground garbage, animal parts or tissues, and paunch manure.

On application, a property owner, or authorized agent, may apply for a permit to discharge restricted wastewater. Such permission may be granted on the sole discretion of the Manager of the Utility.

All Customers connecting to the Wastewater Works after January 1, 1994 must not discharge wastewater into the wastewater system or wastewater treatment facility in excess of 100 cubic meters over any consecutive 30-day period. On application, a property owner, or authorized agent, may apply

for a permit to discharge in excess of 100 cubic meters of wastewater. Such permission may be granted on the sole discretion of the Manager of the Utility but will not be unreasonably withheld.

Any waste likely to damage or increase maintenance costs on the sewer collection system or which may detrimentally affect the wastewater treatment process shall be pre-treated to render it innocuous prior to discharge into the wastewater system.

1.6 Restricted Wastewater - No person shall discharge directly or indirectly or deposit or cause or permit the discharge or deposit of wastewater into the Wastewater Collection System in circumstances where Substances identified in Section 1.5 have the potential to (1) harm the Utility’s workers or its contractors, (2) to inhibit biological/ activated sludge process, or (3) are known to accumulate in wastewater sludge.

(a) Conventional Contaminates and Physical Parameters(mg/L except as noted)

Factor / Substance	Total Concentration Limit
Biological Oxygen demand	400
Oil and grease – animal and vegetable	100
Oil and grease – mineral and synthetic	20
Suspended Solids, Total	400
pH	6.0 – 11.5 (unit less)
Temperature	60 Degrees Celsius

(b) Organic Contaminates

Factor / Substance	Total Concentration Limit
Benzene	0.01
Benzidine and benzidine Dihydrochloride	Insufficient data to establish limit
Chloroform	0.04
Dichlorobenzene (1,2-)	0.088
Dichlorobenzene (1,4)	0.09
Ethylbenzene	0.057
Hexachlorobenzene	0.055
Methylene chloride (dichloromethane)	0.0981
PCBs (chlorobiphenyls)	0.004
Phenols, Total (or Phenolic) Compounds	1
Tetrachloroethane (1,1,2,2 -)	0.04
Tetrachloroethylene	0.05
Toluene	0.08
Trichloroethylene	0.054
Xylenes, total	0.32

(c) Inorganic Contaminates		
	Factor / Substance	Total Concentration Limit
	Ammonia	24
	Arsenic, total	0.1
	Cadmium, total	0.2
	Chloride	1500
	Chromium, total	0.37
	Cobalt, total	5
	Copper, total	1
	Cyanide, total	1.0
	Lead, total	0.1
	Mercury	0.1
	Molybdenum, total	5
	Nickel, total	0.55
	Nitrogen, Total Kjeldahl	70
	Phosphorus, total	12
	Selenium, total	0.82
	Silver, total	0.29
	Sulphates (as SO ₄)	1500
	Sulphide (H ₂ S)	0.3
	Zinc, total	0.03

1.7 Prohibition of Dilution – No person shall discharge directly or indirectly, or permit the discharge or deposit of wastewater into a wastewater works, storm sewer, where water has been added to the discharge for the purposes of dilution to achieve compliance with Wastewater Standards.

1.8 Compliance with Laws – In addition to the other Terms and Conditions set forth herein, Customers shall at all times comply with all applicable federal and provincial laws and regulations with respect to the provision of discharge of Wastewater into the Wastewater Collection System, Wastewater Works and Wastewater Treatment Facility including without limitation the provisions of the *Canadian Environmental Protection Act* 1999, and the *BC Environmental Management Act*.

1.9 Customer or Name Change or Information – If a Customer has a change of name or contact information, including mailing address and telephone number, the Customer must immediately notify the Utility of such change, the Utility reserves the right to require that such notification be made in writing.

2. Agreement to Provide Service

2.1 Approval of Service - The Utility will determine the terms and conditions under which a Service connection will be provided. The Utility shall maintain the right to refuse to approve an application for Service if any of the Terms and Conditions listed in this Tariff are not met, pursuant to Section 14 (Refusal of Service and Discontinuance of Service).

2.2 Service Agreement - The agreement for Service between a Customer and the Utility will be the oral or written application of the Customer, which has been approved by the Utility, and these Terms and Conditions. All Customers shall be subject to the Terms and Conditions set out here in each of which shall be deemed to form part of the Service Agreement between the Customer and the Utility.

2.3 Customer Status - A Person becomes a Customer of the Utility when the Utility

- (a) approves the Person's application for Service, or
- (b) the Utility provides Service to the Person.

A Person who is being provided Service by the Utility but who has not applied for Service shall be served in accordance with and shall be subject to these Terms and Conditions.

2.4 Separate Premise/Businesses - If an applicant is requesting Service from the Utility at more than one Premises, or for more than one separately operated business, the applicant will be considered a separate Customer for each of the Premises and businesses (subject to Section 14.3 (b)). For the purposes of this provision, the Utility will determine whether or not any building contains one or more Premises or any business is separately operated.

2.5 Secondary Suites – In the case of townhouses, duplexes or single family homes that individually contain one or more suites, each such accommodation, whether or not self-contained shall be considered as a separate Dwelling Unit and the Customer will be charged rates accordingly.

2.6 Access to Premises – The Utility's obligation to provide Service to an applicant or Customer is conditional upon the Utility being given an on-going right of access to its equipment as set out in Section 6.6 (Access to Premises and Equipment).

2.7 Change in Ownership or Tenancy of Property - When there is a change in ownership or tenancy of property, the property seller should ensure that the Utility bill is paid before transfer of the title to the purchaser. Where there is a change in ownership or tenancy of property, it is the responsibility of the new owner and/or new Tenant to ensure:

- (a) any outstanding obligations are included in the statement of adjustments of the property purchase, or are fully paid by the previous owner or Tenant,
- (b) if a new owner is leasing or renting a Premises and wants the Utility bill sent to a Tenant, the new owner must complete an agreement with the Utility which authorizes the Utility to send the Utility bill to the Tenant, but the Owner will not be released for its obligation to pay the Utility's bills.

In the event that a previous owner or Tenant vacates the Premises leaving an outstanding Utility bill, then the Utility's agreement to provide Wastewater Service is subject to the new property owner paying the outstanding balance owing on the wastewater bill.

3. Application, Installation and Reconnection Fees

3.1 Application and Service Installation Fees - An applicant for Service shall pay the applicable application, connection, reconnection, Service Line, installation and Meter Set or other applicable fees as set out in this Tariff. Where a Service Line is required to serve more than one Customer, then the costs of the Service Line shall be equitably shared by each applicant.

3.2 Waiver of Application or Reconnection Fee - The application or reconnection fee:

- (a) will be waived by the Utility if Service to a Customer is reactivated after it was discontinued for any of the reasons described in Section 6.3 (a) (Right to Restrict), and
- (b) may be waived by the Utility if a Landlord requires Wastewater Service for a short period between the time a previous Tenant moves out and a new Tenant moves in.

3.3 Reconnection Charges - If

- (a) Service is terminated
 - (i) at the request of a Customer, or
 - (ii) for any of the reasons described in Section 14 (Refusal of Service and Discontinuance of Service) other than as necessitated by repairs to the Utility's system or failure of wastewater treatment system, or
 - (iii) to permit Customers to make alterations to their Premises, and
- (b) the same Customer or the spouse, employee, contractor, agent or partner of the same Customer requests reactivation of Service to the Premises,

the applicant for resumption of Wastewater Service and/or reconnection shall pay the appropriate service charges listed in the applicable Schedules attached to this Tariff for turning on Wastewater Service, removal of any locking device, and/or the reconnection of Wastewater Service, together with any other indebtedness, any and all additional charges incurred in the collection of a delinquent account, and any other reactivation costs which may be incurred by the Utility in reactivating Wastewater Service.

3.4 Compliance Costs - Where the Utility undertakes a lawful action deemed necessary to enforce compliance of a Customer with this Tariff, any Costs incurred by such action, including legal fees on a solicitor and own client basis, shall be recovered from the Customer as a service charge under this Tariff, regardless of whether or not it is specifically included in these Terms and Conditions.

4. Additional Services and Fees

4.1 Customer Responsibility for Additional Costs and Expenditures - Any applicant or Customer who applies to the Utility for work, which is not covered by the Schedules attached to this Tariff, shall pay all additional Costs as determined by the Utility, including:

- (a) expenditures by the Utility for gross wages and salaries, employee benefits, materials and a reasonable allowance for administrative Costs and,
- (b) any expenditure for equipment, at rates paid or set by the Utility, as well as any other Costs that may reasonably arise in preparation for or during completion of the work.

4.2 Advance Payment for Additional Costs and Expenditures - When reasonable under the circumstances, the Utility will provide the applicant or Customer with a written estimate of the Costs of the Service requested. Prior to the commencement of any work and at the sole discretion of the Utility, the Utility may request that the applicant or Customer make an advance payment to the Utility of the full amount estimated, inclusive of any application charges or other applicable fees.

4.3 Reconciliation to Actual Costs - Upon completion of the respective Service, the Utility will provide the Customer with a calculation of the actual Costs.

- (a) Where the total Costs of the Service provided are less than the advance payment deposited with the Utility, excluding application charges or other fees, the difference will be refunded without interest by the Utility to the Customer.
- (b) Where the total Costs of the Service provided are more than the amount deposited for that purpose or an advance is not collected by the Utility, the Utility will provide an invoice to the Customer, and the outstanding balance is due and payable within fifteen (15) days of the date of issue.

5. Security for Payment of Bills

5.1 Security for Payment of Bills – At any time a Customer or applicant cannot establish or maintain credit to the satisfaction of the Utility, the Customer or applicant may be required to make a security deposit in the form of cash or an equivalent form of security acceptable to the Utility. The amount of the security may not

- (a) be less than \$100.00, nor
- (b) exceed an amount equal to the estimate of the total bill for the three (3) highest consecutive months' collection of wastewater from the Customer or applicant, provided such estimate is not less than \$100.00.

5.2 Interest - The Utility will pay interest to a Customer on a security deposit at the rate and at the times specified in this Tariff. Such interest shall be credited annually to the Customer's billing account in the month of January. If a security deposit is returned to the Customer for any reason, the Utility will credit any accrued interest to the Customer's account at that time less any outstanding indebtedness to the Utility then owing by the Customer.

No interest is payable

- (a) on any unclaimed deposit left with the Utility after the account for which it is security is closed, nor
- (b) on a deposit held by the Utility in a form other than cash.

5.3 Refund of Deposit - When the Customer pays the final bill, the Utility will refund any security deposit plus any accrued interest or cancel the equivalent form of security.

5.4 Unclaimed Refund - If the Utility is unable to locate the Customer to whom a security deposit is payable, the Utility will take reasonable steps to trace the Customer; but if the security deposit remains unclaimed one (1) year after the date on which it first became refundable, the deposit becomes the absolute property of the Utility.

5.5 Application of Deposit - If a Customer's bill is not paid when due, the Utility may apply all or any part of the Customer's security deposit or equivalent form of security and any accrued interest toward payment of the bill. Even if the Utility applies the security deposit or calls on the equivalent form of security, the Utility may, under Section 14 (Refusal of Service and Discontinuance of Service) discontinue Service to the Customer for failure to pay for Service. Upon application of all or any portion of the security of a bill, the Customer shall upon demand by the Utility, replenish the Security to the original amount or such other amounts as the Utility may then require, subject only to the limits set out in Section 5.1 (Security for Payment of Bills).

5.6 Failure to Pay Security Deposit - Failure to pay or replenish a security deposit or to provide an equivalent form of security acceptable to the Utility may, at the Utility's discretion, result in discontinuance or refusal of Service as set out in Section 14 (Refusal of Service and Discontinuance of Service).

6. Service Agreement

6.1 Term of Service Agreement – Unless a Service Agreement specifies otherwise, the initial term of Service will be 3 months, and thereafter will be automatically renewed from Month to Month.

6.2 Regular Collection of Wastewater - The Utility intends to maintain at all times the ability for the Customer to transmit a continuous flow of wastewater to the Utility’s Wastewater Works but accepts no liability for interruptions due to circumstances beyond its control. For interruptions in excess of seventy-two (72) hours, a proportionate reduction or rebate may be allowed to Customers of fixed monthly charges where applicable unless otherwise terminated in accordance with these Terms and Conditions.

6.3 Interruption of Service - The Utility shall have the right at all times to restrict or suspend the collection of wastewater from any Premises without advance notice, in order to effect such emergency repairs, replacements, alterations, or extensions to the Utility's Wastewater Works as shall, in the opinion of the Utility, be deemed necessary.

(a) **Right to Restrict** - The Utility may require any of its Customers, at all times or between specified hours, to discontinue, interrupt or reduce to a specified use or quantity, the collection of wastewater for any of the following purposes or reasons:

- (i) in the event of a breakdown or failure of the Utility’s Wastewater Works including but not limited to the Wastewater Collection Systems,
- (ii) in order to comply with any legal requirements,
- (iii) in order to make repairs or improvements to any part of the Utility’s Wastewater Works, including but not limited to the wastewater collection or treatment systems,
- (iv) in the event of fire, flood, or other emergency in order to safeguard Persons or property against the possibility of contamination or damage.

(b) **Notice** - The Utility will, to the extent practicable, give notice of its requirements and removal of its requirements under Section 6.3 (a) (Right to Restrict) to its Customers by

- (i) newspaper, radio or television announcement, or
- (ii) notice in writing that is sent through the mail to the Customer’s billing address, left at the Premises where wastewater is collected, served personally on a Customer, or sent by facsimile or other electronic means to the Customer, or
- (iii) oral communication.

Whenever possible the Utility will give advance notice of the restriction or shut-off of the Wastewater Service, and, in cases where the Utility expects Wastewater Service to be interrupted for twenty-four (24) hours or more, the Utility will attempt to provide forty-eight (48) hours notice to its Customers.

(c) **Failure to Comply with Restriction** - If, in the opinion of the Utility, a Customer failed to comply with any requirement under Section 6.3 (a) (Right to Restrict), the Utility may, after providing notice to the Customer in the manner specified in Section 6.3 (b) (Notice), either levy a charge as listed in Standard Fees and Charges Schedules or discontinue Service to the Customer.

6.4 Authorized Disposal - Approval Required to Increase Load - A Customer shall not increase

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3rd Revision: December 1, 2008
4th Revision: February 19, 2009
5th Revision: August 4, 2010
6th Revision: September 1, 2011
7th Revision: December 1, 2013 / Revised January 2014

the maximum rate of disposal of wastewater delivered to the Utility from that requested in its original application to the Utility without the written approval of the Utility, which approval will not be unreasonably withheld.

6.5 Low-Flow Fixtures - All Customers connecting to the Wastewater Works after January 1, 1994 must install and at all times maintain water conserving plumbing fixtures throughout any Dwelling Unit as specified in the Sun Peaks Utilities' Water Tariff as approved by the Comptroller of Water Rights.

6.6 Access to Premises and Equipment - As a condition of Wastewater Service, the Customer must give the Utility a right of entry to the Customer's Premises. The Customer will provide unrestricted access to its Premises at all reasonable times, upon reasonable notice, except in the case of an emergency in which event no notice is required, to the Utility's authorized employees, contractors, and agents for the purposes of testing, repairing or removing ancillary equipment, inspecting inspection chambers and backflow prevention devices, turning water on or off, completing system leakage surveys, stopping leaks, examining pipes, connections, fittings and appliances and reviewing the use made of wastewater collected from the Customer, or for any other related purpose which the Utility requires.

The Customer on behalf of the owner of the Premises grants the Utility full power, right and liberty to enter the Premises, whether or not the owner or occupant is at the Premises, to break the surface and make necessary excavations for the purposes of locating, installing, repairing, replacing, maintaining, and inspecting all facilities on the Premises.

In situations of perceived emergency, the Utility may use reasonable force in securing access to its equipment for inspection, disconnection and repair. The Utility will do as little damage and cause as little inconvenience as reasonably possible in doing such work.

When a Customer who has requested a service call, or who has been given advance notice of a required service, will not permit the Utility to provide service during normal business hours of the Utility, the Customer will be required to pay overtime costs in addition to all applicable service charges.

6.7 Employee Identification - Upon request, the Utility's employee or authorized agent wishing access to a Customer's Premises must show valid Utility identification prior to entering the Premises.

6.8 Easements & Right-of-Way - If the Customer is not the owner of the Premises or intervening property between the Premises and the Utility's Mains, the Customer shall obtain for the Utility from the owner the necessary consent or easement in writing and if requested by the Utility in form registrable in the Land Title Office for the installation and maintenance at the Premises and in or about the intervening property, of all necessary facilities for collecting or transmitting wastewater. The Utility reserves the right to proceed with rights-of-way acquisition if deemed desirable.

- 6.9 Authority of Work** - No Person who is not an agent or employee of the Utility shall make any connections with, or alterations to, or tamper with, any of the Utility's Wastewater Works, including any distribution wastewater Mains belonging to the Utility without authorization in writing by the Utility. Should a Customer, their agent or employee, or any related third party contravene this prohibition, then the Customer will be subject to any Costs incurred by the Utility to repair damages caused by the Customer or third party. Should such incidents be the responsibility of an unrelated third party, the Utility shall have a right to claim all relevant Costs from the unrelated third party.
- 6.10 Failure to Comply with the Tariff** - Where any Customer fails to comply with these Terms and Conditions, the Utility, in addition to its right to discontinue Wastewater Service pursuant to Section 14 (Refusal of Service and Discontinuance of Service), may undertake any lawful action deemed necessary to enforce compliance.
- 6.11 Assignment** - The Service Agreement shall be binding upon, and ensure to the benefit of the parties thereto and their respective successors and assigns but shall not be assigned or be assignable by the Customer without the written consent of the Utility first being obtained.
- 6.12 Termination of Service Agreement** - The following terms apply to termination of any Service Agreement:
- (a) Unless the Service Agreement specifies otherwise, the Customer may terminate the Service Agreement after the end of the initial term by giving the Utility at least five (5) Business Days notice.
 - (b) The Customer is responsible for, and shall pay for; all wastewater collected to the Premises and is responsible for all damages to any Utility property located on the Premises until the Service Agreement is terminated.
 - (c) The Customer is not released from any previously existing obligations to the Utility under the Service Agreement whether the Service Agreement is terminated by the Customer or the Utility.
 - (d) After receiving a termination notice for a Premise(s) and after a reasonable period of time during which a new Customer has not applied for Wastewater Service at the Premises, the Utility may seal off the wastewater collection service line to the Premises.
 - (e) The Utility may terminate the Service Agreement for infringement by the Customer of these Terms and Conditions or as otherwise specified herein by giving the Customer fifteen (15) days written notice.

Service Facilities

7. Wastewater Service Lines

7.1 Installation - The Utility will designate the location and conditions of installation of the Service Line on the Customer's Premises and determine the amount of space that must be left unobstructed around it. The Customer, at its own expense, will install the Wastewater Service Line from the Inspection Chamber to the Customer's Premises. Any request by the Customer to extend the Wastewater Service Line beyond the designated location or to enter the Premises at a different point or follow a different route than designated by the Utility will be subject to approval of the Utility, and the Customer will be responsible for all additional Costs.

7.2 Temporary Service –Any Person who requires Temporary Service must apply to the Utility and must first obtain permission from the Utility to dispose of wastewater pursuant to the following conditions:

- (a) In the event that a Temporary Service requires a Service Line and/or temporary meter, as determined by the Utility, the Utility will estimate the Costs of the Temporary Service connection and the Person applying for Temporary Service will pay the estimated Costs prior to installation.
- (b) The Customer acquiring Temporary Service shall keep a record of the amount of wastewater disposed of, and shall report to the Utility the amount of wastewater disposed of on a regular basis, as specified by the Utility, or upon completion of the construction or expansion for which the Temporary Service is required.
- (c) The Utility will issue an invoice for wastewater disposed of by the Customer acquiring Temporary Service, which shall be payable immediately upon receipt. The rate for wastewater collection will be that listed in this Tariff for comparable permanent Service.

7.3 Specification of Service Line – Service Lines are subject to the following specifications:

- (a) The minimum size of pipe permissible to serve any one Premise shall be 100 mm (approx. 4”) nominal diameter or such larger size as may be determined by the Utility from time to time. The diameter of the pipe used on the Customer’s Premises should be selected to allow for pressure losses from friction.
- (b) The Service installation must include an Inspection Chamber approved by the Utility as specified under Section 8.1 (Wastewater Inspection Chamber)
- (c) Wastewater Service installation methods and authorized materials installed on the property to be served must comply with the British Columbia Plumbing Code. All Wastewater Service Line connections must either meet or exceed AWWA standards for Wastewater Works systems.
- (d) The wastewater collection service line on the Customer’s Premises shall be buried below the maximum depth of frost penetration but in any event at a minimum depth of 2.0 meters (approx. 9 feet) below the surface ground. Exceptions to ground coverage may be granted by the Utility in areas where the Customer can prove that such coverage is not required.
- (e) Each separately metered service connection must have its own inspection chamber between the wastewater Main and the wastewater service for each such Unit served.

7.4 Site Preparation Standards – The Customer will be responsible for all necessary site preparation to the standards established by the Utility. The Utility reserves the right not to install a Service Line or permit connection to the Utility’s System if in the Utility’s opinion, the finished soil grade has not been achieved or other site installation standards specified by the Utility or this Tariff are not met.

If, in the Utility's opinion, an installed Service Line has less than minimum ground cover, or other unsafe conditions exist, the Customer may be directed by the Utility to re-install sufficient ground cover and remedy any other conditions to meet the Utility's standards. This work will be performed by the Customer at its cost or may, at the Utility’s discretion, be performed by the Utility at the Customer's cost.

7.5 Timing of Installation - The timing of installation of facilities will be determined by the Utility.

7.6 Winter Construction - If an applicant or Customer applies for Service which requires construction when, in the Utility's opinion, frost conditions may exist, the Utility may postpone the required construction until the frost conditions no longer exist. If the Utility carries out the construction, the applicant or Customer will be required to pay all costs incurred due to the frost conditions.

7.7 Unusual Site Conditions - If an applicant or Customer applies for Service that requires construction which, in the Utility's opinion, involves site conditions that may affect its ability to complete the installation in a safe and cost effective manner, the Utility may postpone the required construction until these conditions are remedied to the Utility’s satisfaction. If the Utility carries out the construction, the applicant or Customer will be required to pay all costs incurred due to the unusual site conditions.

7.8 Utility to Approve Installation of Service - No service pipe or fittings shall be covered until they have been inspected and approved by the Utility, as well as the municipal or regional plumbing or building inspector or other appropriate authority. Builders and developers shall provide seventy-two (72) hours notice in writing prior to connecting into the Utility’s Wastewater Works, as well as seventy-two (72) hours verbal notice (to service technician) prior to requiring inspection by the Utility.

7.9 Customer Requested Change in Location - Any change in the location of an existing Service Line shall be subject to the Utility’s approval in writing, and will be at the Customer’s expense if the change is requested by the Customer or necessitated by the actions of the Customer.

7.10 Ownership of Service Line - Title to and ownership of the Service Line, from the Wastewater Main to the property boundary of any Premises, shall be vested in the Utility. The Customer shall own the Service Line to the extent it is within the property boundaries of the Premises.

7.11 Maintenance - The Customer will maintain the portion of the Service Line owned by the Customer. Should the Utility be required or requested by the Customer to repair the Service Line, the Utility will charge the Customer with the cost of repairing the Service Line in the event the damage is caused other than by negligence of the Utility.

7.12 Excavation Notice - The Customer undertakes to provide the Utility at least seventy two (72) hours verbal notice in advance of any excavation work to be conducted on the Premises and shall immediately advise of any damage occurring to the service installation. The Customer must also arrange for an inspection prior to backfilling being performed. Twenty four (24) hours notice

must be given for the back filling being performed unless weather conditions could cause damage to the Utility's works.

7.13 Prohibition - A Customer shall not construct any permanent structure over a Service Line or otherwise contravene government regulations, codes or the Utility's policies. A Customer must not connect any storm connections to the wastewater system, including but not limited to eaves troughs, perimeter drains, hot tub, swimming pool, or non-approved appliances.

7.14 Additional Connection Requirements

(a) **Food-Related Grease Interceptors** - Every owner or operator of a restaurant or other industrial, commercial or institutional Premises where food is cooked, processed or prepared, which Premises is connected directly or indirectly to a sewer, shall take all necessary measures to ensure that oil and grease are prevented from entering the wastewater collection system.

- (i) The owner or operator of a Premise shall install, operate, and properly maintain an oil and grease interceptor in any piping system at its Premises that connects directly or indirectly to the wastewater collection system. The oil and grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code. The installation of the oil and grease interceptor shall meet the requirements of the Canadian Standards Association national standard CAN/CSA B-481.
- (ii) All interceptors shall be maintained according to the manufacturer's recommendations.
- (iii) The testing, maintenance and performance of the interceptor shall meet the requirements of CAN/CSA B-481.
- (iv) A maintenance schedule and record of maintenance shall be submitted to the Utility annually for each interceptor installed.
- (v) The owner or operator of the restaurant or other industrial, commercial or institutional Premises where food is cooked, processed or prepared, shall, for five years, keep the document of proof for interceptor clean-out and oil and grease disposal.

(b) **Vehicle Service Oil and Grease Interceptors** - Every owner or operator of a motor vehicle service station, repair shop or garage or of an industrial, commercial or institutional Premises or any other establishment where motor vehicles are repaired, lubricated or maintained and where the wastewater is directly or indirectly connected to the wastewater collection system shall install an oil and grease interceptor designed to prevent motor oil and lubricating grease from passing into the drainage piping which is connected directly or indirectly to the wastewater collection system.

- (i) The owner or operator of a Premise shall install, operate, and properly maintain an oil and grease interceptor in any piping system at its Premises that connects directly or indirectly to a sewer. The oil and grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code and

- (ii) All oil and grease interceptors and separators shall be maintained *in good working order and* according to the manufacturer's recommendations and shall be tested regularly to ensure performance is maintained to the manufacturer's specifications for performance.
- (iii) A maintenance schedule and record of maintenance shall be submitted to the Utility annually for each oil and grease interceptor installed.

The owner or operator of a Premise, shall, for five years, keep the document of proof for interceptor clean-out and oil and grease disposal.

7.15 Compliance with Laws – Customers shall comply with all applicable laws, statutes, regulations, policies and guidelines relating to the installation of Service Lines and other related works including but not limited to the AWWA standards and the BC Building Code.

8. Wastewater Inspection Chamber

8.1 Wastewater Inspection Chamber - The Customer, at its expense, shall install a wastewater inspection chamber in the Service Line at the property line or other acceptable location specified in writing by the Utility. Upon inspection by the Utility to confirm compliance and acceptance of the installation, the wastewater inspection chamber shall become property of the Utility and be considered the Utility's Inspection Chamber. The Utility will be responsible for all ordinary maintenance, repair and replacement of the Inspection Chamber subject to Section 15.4 (Responsibility for Inspection Chamber).

The Utility reserves the right to supply and install the wastewater inspection chamber and associated equipment, in which event the Customer shall pay all costs according to this Tariff. The installation of each inspection chamber is subject to the requirements as follows:

- (a) a separate wastewater inspection chamber for each Customer, as specified by the Utility,
- (b) the make and model of wastewater inspection chamber must be approved by the Utility,
- (c) The inspection chamber must be installed at the property line and will remain plugged until the Service has been inspected and approved to collect wastewater by the Utility,
- (d) and the inspection chamber must be protected from damage at all times.

8.2 Measurement - The quantity of wastewater collected from the Premises will be calculated using the Water Meter Set readings using utility industry approved apparatus, unless superseded by an approved process for certification implemented by Consumer and Corporate Affairs Canada or any other subsequent or successor government agency. The amount of water registered by the Meter Set during each billing period will be converted to cubic meters in accordance with industry and manufacturer's recommended practises and rounded to the nearest cubic meter.

8.3 Estimating a Wastewater Reading - If for any reason the Utility is required to estimate the water consumption of a Customer for any given period, the following procedure will be followed:

- (a) The estimate will be based on the Customer's historical use on the property for which a water consumption estimate is required.
- (b) In the event that insufficient history exists to produce a reasonable estimate, the estimate will be calculated on the basis of an average of the water consumption for similar properties in the same area, and at the least would be the Utility's minimum monthly charge for the Premises.
- (c) In the event that the meter is working but the remote is broken or inaccessible the Utility may bill using one of the above methods, and include any necessary adjustments on the first invoice after a proper reading is taken.

8.4 Water Meter Bypass for Fire Suppression Systems - A Customer installing a fire suppression system must apply in writing to the Utility for permission to install an automated water meter bypass system in order to ensure that fire suppression water flows can be supplied. In the event of a fire, the Customer will notify the Utility and the Utility will estimate the amount of water used expressly for Fire Suppression will reduce the wastewater charges appropriately.

8.5 Temporary Service - Any Person that has applied for Temporary Service must, at the Utility's discretion, pay the Utility in advance for the Costs which the Utility estimates it will incur in the installation and subsequent removal of metering facilities necessary to supply wastewater to the Customer pursuant to Section 7.2 (Temporary Service).

8.6 Protection of Equipment - The Customer shall take reasonable care of and protect the inspection chamber and related equipment on the Customer's Premises. This includes, but is not limited to protection from: water runoff from roof or deck surfaces; accumulation or unloading of snow and ice; and accidental damage from vehicles. The Customer's responsibility for expense, risk and liability with respect to all inspection chambers and related equipment is set out in Section 15.4 (Responsibility for Inspection Chamber).

Where in the opinion of Utility, safety devices need to be installed to protect an inspection chamber from damage, the Customer shall install such safety devices within 30 days of the Utility's written notice to do so. If the Customer does not perform the required work within this period, then the Utility will make arrangements and invoice the Customer for the Utility's Costs.

9. Customer Obligations for Service Maintenance

9.1 Condition of Customer's Pipes and Fixtures - The Customer at its own risk and expense shall keep its pipes, stop cocks and other fixtures in good working order and protect them from frost and other damage. Should there be evidence of leaking of wastewater on the Customer's property, the Utility will notify the Customer of its obligation to repair such leaks or waste, in which case the Customer will make the necessary repairs within five (5) Business Days after notice has been given or, subject to the provisions described in this Tariff, the Utility may shut off the water supply.

9.2 British Columbia Plumbing Code – All wastewater service pipe and materials installed on the Customer's Premises shall be installed to meet or exceed the manufacturer's standards as well as British Columbia Plumbing Code or equivalent regulations.

9.3 Frozen Pipes - Customers are wholly responsible for clearing any frozen pipelines or fixtures located on or within the boundary of the Premises that collects wastewater.

If the Utility is requested to clear a frozen Service Line connection, and it is found that the affected pipeline or fixture is not located within the portion of the Wastewater Works owned and maintained solely by the Utility, the Customer who requested assistance shall pay an hourly service charge to cover costs associated with examining and/or clearing any pipes or fixtures. If the Inspection Chamber becomes frozen, damaged or blocked, then the Utility will repair or replace the Inspection Chamber at the Customer's expense.

The bill for clearing and repairing frozen pipelines or fixtures is due and payable upon receipt. Should the Utility choose not to issue a separate bill, or payment is not received before the Customer's next regular wastewater bill is processed, the charges shall be added to the Customer's wastewater bill.

If the frozen connection or fixture is located within the portion of the Wastewater Works owned and maintained solely by the Utility, then no charge for thawing that portion of works belonging to the Utility will be levied against the Customer, subject to Section 9.4 (Prevention of Frozen Pipes).

9.4 Prevention of Frozen Pipes - The Utility may, as it deems necessary during very cold spells in winter, request that the Customer leave a faucet running very slowly so as to prevent the Service Line from freezing. The Utility will adjust the water and wastewater bill of the Customer to reflect the requirement by the Utility to leave the faucet running. If the Customer fails to comply with the Utility's request, the Customer will be responsible for Costs to the Utility of any repairs or replacement of Service to the Customer as a result of the frozen Service Line.

9.5 Prevention Of Contamination – No person shall connect, cause to be connected or allow to remain connected, any piping, fixture, fitting, container or appliance in a manner which under any circumstances may allow Prohibited or Restricted Wastewater to enter the Utility's wastewater system.

9.6 Actions to Prevent Contamination - Where in the opinion of the Utility, any condition is found to exist which is or may be contaminating the Utility's Wastewater Works, the Utility at the discretion of the Manager of the Utility, may take one or more of the following actions:

- (a) Give notice to the Customer requiring correction of the fault within a specified time period;
- (b) Immediately discontinue any Water and Wastewater Service until such time that the condition is corrected.

9.7 Spills - In the event of a spill of any wastewater, the person responsible or the person having the charge, management and control of the spill shall immediately notify the Utility and provide any information with regard to the spill that is requested.

The person shall provide a detailed report on the spill to the Utility within five days after the spill containing the following information to the best of his or her knowledge:

- (a) Location where spill occurred;
- (b) Name and telephone number of the person who reported the spill and the location and time where they can be contacted;
- (c) Date and time of spill;
- (d) Material spilled;
- (e) Characteristics of material spilled;
- (f) Volume of material spilled;
- (g) Duration of spill event;
- (h) Work completed and any work still in progress in the mitigation of the spill; and
- (i) Preventive actions being taken to ensure a similar spill does not occur again.

The person responsible for the spill and the person having the charge, management and control of the spill shall do everything reasonably possible to contain the spill, protect the health and safety of citizens, minimize damage to property, protect the environment, clean up the spill and contaminated residue and restore the affected area to its condition prior to the spill.

The person responsible for the spill and the person having the charge, management and control of the spill shall also notify other government agencies, including federal and provincial as required and appropriate for the material and circumstances of the spill.

9.8 Call Out Charge Liability - Customers are solely responsible for the satisfactory operation of Service Lines, and appurtenances, within the boundaries of the Premises being served. The Utility shall not be required to perform any work on pipes or fittings that are not the property of the Utility unless there is a concern for the safety or performance of the Utility's Wastewater Works. Should the Utility be called upon for assistance, the Customer who requested assistance shall pay an hourly service charge to cover Costs associated with the call out and/or subsequent repair of faulty pipes or fittings belonging to the Customer. The costs are due and payable upon receipt of the Utility's invoice. Should the Utility choose not to issue a separate invoice, or payment is not received before the Customer's next regular wastewater bill is processed, the charges shall be added to the Customer's wastewater bill.

9.9 Protection of the Environment – The Customer shall in no way cause, or indirectly cause, water, wastewater or any other waste, hazardous, or non-hazardous substance intended for the Wastewater Collections System, to escape from the Premise or the Wastewater Collection System in such a way as to cause real or potential damage to the environment or threaten public health. If the Utility believes that a circumstance exists whereby the escape of said materials may occur or has occurred, the Utility may take appropriate action to immediately remedy the situation. In such a potential or real event, all costs incurred by the Utility will the responsibility of the Customer. The costs are due and payable upon receipt of the Utility's invoice. Should the Utility choose not to issue a separate invoice, or payment is not received before the Customer's next regular wastewater bill is processed, the charges shall be added to the Customer's wastewater bill.

10. Wastewater Main Extensions

10.1 General Provisions - Applications for extensions of Wastewater Mains shall be made in writing and shall be subject to the following rules:

- (a) These Main Extension rules apply only to eligible premises, the owners or Tenants of which may become Customers.
- (b) Any Wastewater Works installed hereunder will be the sole property of the Utility.
- (c) The size, type, quality of materials, and their location will be specified by the Utility and the actual construction will be done by the Utility or by a construction agency acceptable to it.
- (d) The length of the Main Extension necessary to render service to a Premises shall be measured from the nearest Wastewater Main to the center of the property to be served, along lines of proper construction and common practice in the location of public Wastewater Works, with due consideration for the general layout of the Utility's system. The estimated cost of the extension will be based upon the Wastewater Works required to comply with all ordinances, regulations and specifications of public authority.
- (e) Payment in advance of the estimated Costs of the Main Extension.
- (f) Adjustment of any difference between the estimated Costs and the actual Costs of the Main Extension will be made within sixty (60) days after the actual Costs of the installation have been ascertained by the Utility.

10.2 Extension of Service for Developers - The developer of a project within the Sun Peaks Controlled Recreational Area requiring Wastewater Service shall provide the Utility with adequate notice (as established by the Utility) and the following information in respect of any proposed development:

- (a) The location and legal address of the proposed development, and all information required by the Utility for a Service application pursuant to Section 1.2 (Information Required for Service),
- (b) One set of drawings indicating the footprint and height of the proposed structure(s), as well as the square footage and number of residential and commercial Units proposed in each structure,
- (c) Anticipated wastewater disposal requirements including compliance,
- (d) Contact name, telephone number and fax number for any additional information required,
- (e) Billing address and accounts payable contact, and
- (f) Advance notice advising the schedule for construction, and minimum seventy-two (72) hours notice for any Temporary Service and inspections required by the Utility

Where a developer requests the Utility install a Main Extension or other facilities to serve the development, or the Utility determines that such an extension or facilities are required, the Utility may require the developer to advance to the Utility before construction is commenced the estimated Costs of installation of all such facilities in addition to any other fees applicable to the development as identified in the Standard Fees and Charges Schedules.

10.3 Allocation of Payments and Refunds:

(a) Payment by original applicants:

When more than one application is involved and an advance is required in payment for a Main Extension, the amount of the advance will be allocated by the calculated number of Bed Units in the combined applications for Service or as otherwise agreed among the applicants.

(b) Advances by subsequent applicants on same extension:

Charges equal to a pro-rata share of the original Costs of the Main Extension will be collected by the Utility from each additional Customer who connects to the same Main Extension within five years. Advances from applicants in payment for Main Extensions will be held by the Utility without interest.

The advances collected from subsequent applicants will be refunded equally (on a pro-rata basis) to the Customers who already have advances deposited with the Utility as a result of the original funding of the Main Extension, so that all subscribers connecting to the Main Extension will have paid an equal amount (per Bed Unit). Refunds will be paid to the current registered owners of the properties on account of which the deposits were received.

After the end of five years from the date the advance was received by the Utility from the original applicants, additional Customers will be connected without being required to pay an extension charge.

(c) Disagreements:

In case of disagreement regarding the application of these rules, or in circumstances where the interpretation of any term appears impracticable or unjust to either the Utility or an applicant for Wastewater Service, either party may refer the matter to the Utility's Senior Manager for determination.

10.4 Ownership of Main Extensions within road or statutory right-of-way - The Utility will assume ownership and all responsibility for the operation and maintenance of Main Extensions where such Wastewater Works are located along a gazetted road, in easements or rights of way held in the name of the Utility, or on property solely owned by the Utility.

10.5 Utility to Approve Installation of Wastewater Mains - No mains, service pipe, fittings, or other components of the Main Extension shall be covered until they have been inspected and approved by the Utility, as well as the municipal or regional plumbing or building inspector or other appropriate authority. Developers and contractors are required to provide two (2) Business Days notice in writing prior to connecting into the Utility's Wastewater Works and a further two (2) Business Days verbal notice (to the Utility's field technicians) prior to inspection by the Utility.

Billing

11. Billing

- 11.1 Basis for Billing** – The Utility will bill the Customer in accordance with the applicable Schedules attached to this Tariff, payable at the Utility's office or at any duly authorized collecting agency. The total amount of each bill is due and payable within fifteen (15) days of the date of issue.
- 11.2 Taxes** - All rates, fees and charges specified in this Tariff are subject to applicable local, provincial or federal taxes, assessments or levies imposed by any competent taxing authorities which the Utility may be lawfully authorized or required to add to its normal rates and charges or to collect from or charge to the Customer.
- 11.3 Meter Measurement** – For each Customer with a Meter Set, the Utility will measure the quantity of water used by a Customer using a Water Meter Set and the starting point for measuring delivered quantities during each billing period will be the finishing point of the preceding billing period and use this measurement to calculate wastewater collected from the customer.
- 11.4 Estimates** - For billing purposes, the Utility may estimate the Customer's meter readings if, for any reason, the Utility does not obtain a meter reading. Subject to the provisions of Section 12 (Back Billing), the Customer shall pay any invoice for Wastewater Service based upon estimated volumes determined in accordance with the provisions of Section 11 (Billing).
- 11.5 Estimated Final Reading** - If a Service Agreement is terminated under Section 6.14 (Termination of a Service Agreement), the Utility may estimate the final meter reading for final billing.
- 11.6 Incorrect Register** - If any Water Meter Set has failed to measure the delivered quantity of water correctly, the Utility may estimate the meter reading for wastewater collection billing purposes, subject to Section 8.3 (Estimating a Wastewater Reading).
- 11.7 Bills Issued** - The Utility may bill a Customer as often as the Utility considers necessary but generally will bill on a monthly basis.
- 11.8 Appeal of Calculation of Customer's Wastewater Bill** - Any Customer discharging wastewater into the Utility's Wastewater Works may formally register a complaint or dispute with the Utility regarding the amount of any wastewater bill, no more than thirty (30) days from the date of billing. The Customer must pay the undisputed portion of the bill.
- 11.9 Change of Billing Address Information** - All Customers of the Utility are required, at all times, to promptly inform the Utility of any and all changes to any billing address, including changes to telephone or facsimile numbers.

11.10 Owner's Responsibility for Payment - Where any account rendered for wastewater is not paid as prescribed by this Tariff, the legal owner of the Premises shall be deemed to be the Person responsible for payment of the account. More particularly,

- (a) Where the owner of a property has rented out a dwelling and the owner has signed an agreement with the Utility requesting the bill be directed to the Tenant, the owner of the rented property remains responsible for the wastewater bill should the Tenant not pay for any reason whatsoever.
- (b) In the event that a previous owner or Tenant vacates a Premise(s) leaving an outstanding wastewater bill, then pursuant to Section 2.7 (Change in Ownership or Tenancy of Property) it is the responsibility of the new property owner to pay the balance owing on the wastewater bill.

11.11 Responsibility for Properties with Multiple Owners - Where a property has multiple owners and each Unit is not serviced by its own Water and Wastewater Service Line (and whether the property has one or more Authorized Water Meters), all registered property owners shall be jointly and severally responsible (or the Strata Corporation, if applicable, shall be responsible) for the Wastewater bill. In these circumstances, all registered property owners are joint and severally liable for all Service. The registered property owners may designate in writing to the Utility, a prime contact and billing address for the Utility's wastewater bill and any Service charges.

12. Back Billing

12.1 When Required - The Utility may, in the circumstances specified herein, charge, demand, collect or receive from its Customers in respect of a Service rendered thereunder a greater or lesser compensation than that specified in the subsisting schedule applicable to that Service.

In the case of a minor adjustment to a Customer's bill, such as an estimated bill, such adjustments do not require back-billing treatment to be applied.

12.2 Explanation of Back-billing - Back-billing means the re-billing by the Utility for Services rendered to a Customer because the original billings are discovered to be either too high (over-billed) or too low (under-billed). The discovery may be made by either the Customer or the Utility, or may result from an inspection under provisions of federal or provincial regulations. The cause of the billing error may include any of the following non-exhaustive reasons or combination thereof:

- (a) stopped meter;
- (b) metering equipment failure;
- (c) missing meter now found;
- (d) switched meters;
- (e) double metering;
- (f) incorrect meter connections;
- (g) incorrect use of any prescribed apparatus respecting the registration of a meter;
- (h) incorrect meter multiplier;
- (i) the application of an incorrect rate;
- (j) incorrect reading of meters or data processing; or
- (k) tampering, fraud, theft or any other criminal act.

12.3 Billing Basis - Where metering or billing errors occur, the consumption will be based upon the records of the Utility for the Customer, or the Customer's own records to the extent they are available and accurate, or if not available, reasonable and fair estimates may be made by the Utility in accordance with Section 8.3 (Estimating a Wastewater Meter Reading).

12.4 Tampering/Fraud - If there are reasonable grounds to believe that the Customer has tampered with or otherwise used the Utility's Service in an unauthorized way, or there is evidence of fraud, theft or other criminal acts, or if a reasonable Customer should have known of the under-billing and failed to promptly bring it to the attention of the Utility, then the extent of back-billing will be for the duration of the unauthorized use, subject to the applicable limitation period provided by law, and the provisions of Sections 12.7 (Under-Billing) to 12.10 (Changes in Occupancy), below, do not apply.

In addition, the Customer is liable for the direct administrative costs incurred by the Utility in the investigation of any incident of tampering, including the direct costs of repair, or replacement of equipment.

Under-billing resulting from circumstances described above will bear interest at the rate

normally charged by the Utility on unpaid accounts from the date of the original under-billed invoice until the amount under-billed is paid in full.

- 12.5 Remediating Problem** - In every case of under-billing or over-billing, the cause of the error will be remedied without delay, and the Customer will be promptly notified of the error and of the effect upon the Customer's on-going bill.
- 12.6 Over-billing** - In every case of over-billing, the Utility will refund to the Customer all money incorrectly collected for the duration of the error, subject to a maximum period of twelve (12) months. The Utility will pay interest on money incorrectly collected at the Utility's prime interest rate minus two percent (2%), by crediting the Customer's account. The Utility's prime interest rate is defined as the floating annual rate of interest which is equal to the rate of interest declared from time to time by the Utility's principal bank as its "prime rate" for loans in Canadian dollars.
- 12.7 Under-billing** - Subject to Section 12.4 (Tampering/Fraud), above, in every case of under-billing, the Utility will back-bill the Customer for the shorter of
- (a) the duration of the error; or
 - (b) Twelve (12) months.
- 12.8 Terms of Repayment** - Subject to Section 12.4 (Tampering/Fraud), above, in all cases of under-billing, the Utility will offer the Customer reasonable terms of repayment. If requested by the Customer, the repayment term will be equivalent in length to the back-billing period. The repayment will be interest free and in equal instalments corresponding to the normal billing cycle. However, delinquency in payment of such instalments will be subject to the usual late payment charges.
- 12.9 Disputed Back-bills** - Subject to Section 12.4 (Tampering/Fraud), above, if a Customer disputes a portion of a back-billing due to under-billing based upon either consumption or duration of the error, the Utility will not threaten or cause the discontinuance of Service for the Customer's failure to pay that portion of the back-billing, unless there are no reasonable grounds for the Customer to dispute that portion of the back-billing. The Customer shall pay the undisputed portion of the bill and the Utility may threaten or cause the discontinuance of Service if such undisputed portion of the bill is not paid.
- 12.10 Changes in Occupancy** - Subject to Section 12.4 (Tampering/Fraud) above, the Utility will make a reasonable attempt to locate the former Customer when back-billing, in all instances where changes of occupancy have occurred. If, after a period of one year, such Customer cannot be located, the applicable over or under billing will be cancelled.

13. Administration Charges

13.1 Administration Charges on Services – The Utility will include a reasonable allowance for the Utility’s overhead in the charges specified in this Tariff for new service installations and other services. If the Utility experiences additional or unusual administration costs in providing any service, the Utility will add those administration costs to its charges or adjust its allowance for overhead to reflect its additional costs.

13.2 Returned Cheque Charge - If a cheque received by the Utility from a Customer in payment of a bill is not honoured by the Customer’s financial institution for any reason, the Utility will include a charge specified in this Tariff in the next bill to the Customer for processing the returned cheque whether or not the Service has been disconnected.

13.3 Late Payment Charge - If the amount due for Wastewater Service, Service Related Charges or Other Service Charges on any bill has not been received in full by the Utility or by an agent acting on behalf of the Utility on or before the due date specified on the bill, the Utility will include in the next bill to the Customer the late payment charge specified in this Tariff.

13.4 Delinquent Bill Collection Charges – Any and all charges incurred in the collection of a delinquent wastewater bill shall be payable to the Utility in full by the Customer (or the spouse, employee, contractor, agent or partner of the same Customer) prior to the reconnection of Service to the Customer or related party.

Such charges shall include, but are not limited to, charges incurred through the use of any collection agencies, or other methods employed in retrieving delinquent payments.

13.5 Historical Billing Information – Customers who request historical billing information will be charged the cost of processing and providing the information.

Discontinuance of Service and Refusal of Service

14. Refusal of Service and Discontinuance of Service

14.1 Right to Refuse Wastewater Service - The Utility reserves the right to refuse Wastewater Service and the right to refuse to install or to permit the installation of Service and Main Extensions under any of the following conditions:

- (a) The applicant has failed to apply for Service.
- (b) The applicant has failed to provide all necessary information.
- (c) The applicant has failed to pay any charges for Service or post any security deposit required by the Utility pursuant to these Terms and Conditions.
- (d) Under frost or other adverse weather conditions.
- (e) If rock or other impediment makes boring impractical and the approving authority will not permit pavement to be cut.
- (f) Where a wastewater connection has been made without proper authorization from the Utility. Under this circumstance, the Utility may disconnect Wastewater Service until proper authorization is obtained and all applicable fees are paid. The party receiving unauthorized Service shall further be subject to all appropriate service charges indicated in the Standard Fees and Charges Schedules, to be paid in advance of reconnection of Service, to defray the cost of removing an unauthorized wastewater connection.
- (g) Where the Wastewater does not meet the Utility's requirements such as Restricted Wastewater or Prohibited Wastewater.
- (h) No permission for wastewater service shall be issued where, in the opinion of the Manager of Utility, the Wastewater Main is incapable of adequately serving the property.
- (i) For any of the reasons given in Section 14.3 (Discontinuance with Notice) and Section 14.4 (Discontinuance without Notice) applicable to Customers, whether or not an applicant has yet received Service.

14.2 Discontinuance of Service after Notice by the Customer - Any Customer who desires to discontinue the use of wastewater service for a period of not less than three (3) months shall:

- (a) give notice of its intention, in writing, at the office of the Utility, and shall further show that any fittings used for the collection of service from the Premises have been disconnected, and
- (b) give at least five (5) Business Days notice and be liable for payment for all Service until the date specified for discontinuation of Service.

If written notice of discontinuance is less than five Business Days, the Customer will continue to be responsible for payment of all Service until the discontinuance has been affected, up to a maximum of five Business Days.

14.3 Discontinuance With Notice - The Utility may discontinue Service or refuse to supply Service to a Customer with fifteen (15) days written notice sent to the last known postal address of the Customer (and if a Tenant, to the last known postal address of the owner of the property being served) or served at the Customer's Premises, for any of the following reasons:

- (a) a Customer's account becomes one month or more overdue, and payment has not been received at the Utility's office during normal working hours prior to expiry of the notice period,
- (b) the Customer is delinquent in its payments for any service provided by the Utility at the same Premises or any other Premises where services are provided by the Utility to the same Customer,
- (c) the Customer has failed to pay any required security deposit, equivalent form of security, or post a guarantee or required increase in the security deposit by the specified date,
- (d) the Customer occupies the Premises with another Person who has failed to pay the Utility bill, security deposit, or required increase in the security deposit in respect of another Premises which was occupied by that Person and the Customer at the same time,
- (e) inability of the Utility to gain admittance to the Premises to read the meter for a period of three (3) consecutive months, or
- (f) the land or portion thereof on which the Utility's facilities are, or are proposed to be, located contains contamination which the Utility, acting reasonably, determines has adversely affected or has the potential to adversely affect the Utility's facilities, or the health or safety of its workers or which may cause the Utility to assume liability for clean-up and other costs associated with the contamination.

If the Utility, acting reasonably, determines that contamination is present it is the obligation of the occupant of the land to satisfy the Utility that the contamination does not have the potential to adversely affect the Utility or its workers. For the purposes of this Section, "contamination" means the presence in the soil, sediment or groundwater of special waste or another substance in quantities or concentrations exceeding criteria, standards or conditions established by the British Columbia Ministry of Environment, Lands and Parks or as prescribed by present and future laws, rules, regulations and orders of any other legislative body, governmental agency or duly constituted authority now or hereafter having jurisdiction over the environment.

14.4 Discontinuance Without Notice - The Utility may discontinue without notice or refuse the collection of wastewater from or Service to a Customer for any of the following reasons:

- (a) the Customer has failed to provide reference information and identification acceptable to the Utility, when applying for Service or at any subsequent time on request by the Utility,
- (b) the Customer misrepresents any information required for Service as outlined in Section 1.2 (Information Required for Service) provided to the Utility,
- (c) the Customer uses wastewater or has requested the collection of wastewater in such a manner as in the Utility's opinion may contaminate the Wastewater Works,
- (d) the Customer receiving service at the Premises fails to comply with any notice concerning potential contamination served pursuant to this Tariff,
- (e) in the Utility's opinion, the condition of the Customer's pipes or fixtures is such as to cause or potentially cause serious waste of water or damage to property,
- (f) the Customer fails to make repairs, modifications or additions to the Customer's equipment which have been required by the Utility, or fails to protect the Utility's equipment from ice, snow, or other materials, within the prescribed time periods specified by the Utility pursuant to this Tariff,
- (g) in the event of fire, flood, or other emergency in order to safeguard persons, or property against the possibility of contamination, injury, or damage,
- (h) the Customer breaches any of the terms and conditions of this Tariff upon which Service is provided to the Customer by the Utility, or, if a notice period is provided to the Customer, fails to remedy such breach within the prescribed notice period by order of the Utility pursuant to this Tariff,
- (i) the Customer fraudulently misrepresents to the Utility its use of Wastewater Service or the volume delivered,
- (j) the Customer tampers with or alters a water meter with the intent of altering the consumption measurement, or incites another party to tamper with a water meter,
- (k) the Customer repeatedly violates any of the terms and conditions listed in Section 14.3 (Discontinuance with Notice),
- (l) the Customer is in receivership or bankruptcy, or operating under the protection of any insolvency legislation, and has failed to pay any outstanding bills to the Utility,
- (m) the Customer vacates the Premises,
- (n) the Utility is ordered to cease supplying water to the Customer by a duly authorized government agency,
- (o) necessary repairs to the Utility's system, or
- (p) failure, temporary or permanent, ability to treat wastewater.

- 14.5 Locking Mechanism** - In the event that a Customer has violated a provision of this Tariff, or is indebted to the Utility either for water supply, wastewater collection or Services rendered, the Utility at the discretion of the Manager may, in addition to discontinuing the water supply to the Premises in question, physically place a locking mechanism on the Water and Wastewater Works within or immediately outside such Premises. Removal of the locking mechanism shall be subject to a service charge, as identified in this Tariff. Only an authorized employee or agent of the Utility may remove the locking mechanism.
- 14.6 Disconnection** – In the case of infractions by the Customer listed in Section 14.4 (Discontinuance without Notice), the Utility may take such further action as deemed appropriate by the Utility, and physically disconnect the Customer’s Water Service and Wastewater Service.
- 14.7 Reconnection of Service and Security Deposit** - Where Water Service is locked off and /or the Wastewater Service has been disconnected for failure to pay a bill when due or for non-compliance with any other term or condition of this Tariff, the Utility shall not permit a resumption of Wastewater Service for any Customer until proof of compliance with the Terms and Conditions is demonstrated, and until all outstanding debts and applicable service charges, as described in Section 3.3 (Reconnection Charges), have been paid in full. The Customer shall also be required to establish or re-establish a security deposit (or equivalent form of security acceptable to the Utility) in an amount determined by the Utility in accordance with Section 5.1 (Security for Payment of Bills).
- 14.8 Liability** - No person whose Wastewater Service is discontinued pursuant to these Terms and Conditions shall have any claim whatsoever against the Utility for discontinuance of Wastewater Service.

Liability and Indemnity Provisions

15. Limitations on Liability

- 15.1 Responsibility for Collection of Wastewater** - The Utility, its directors, officers, servants, agents, employees and contractors are not responsible or liable for any loss, damage, costs or injury (including death) incurred by any Customer or any Person claiming by or through the Customer caused by or resulting from, directly or indirectly, installation, presence, maintenance and operation of the Wastewater Service or any discontinuance, suspension or interruption of, or failure or defect in the collection of, or refusal to supply, or provide Service, unless the loss, damage, costs or injury (including death) is directly attributable to the gross negligence or willful misconduct of the Utility, its directors, officers, servants, agents, employees or contractors, provided however that the Utility, its directors, officers, servants, agents, employees and contractors are not responsible or liable for any loss of profit, loss of revenues, consequential damages or economic loss even if the loss is directly attributable to the gross negligence or willful misconduct of the Utility, its directors, officers, servants, agents, employees and contractors.
- 15.2 Liability for Discontinuance of Wastewater Service** - No person whose Wastewater Service is discontinued pursuant to the terms and conditions of this Tariff shall have any claim whatsoever against the Utility for discontinuance of Wastewater collection. This includes but is not limited to the Utility not being liable for any damage caused, or appearing to be caused by the breaking of any Wastewater main, any attachment, or other portion of the Wastewater Works, or for any losses caused by temporary or permanent discontinuance of Wastewater Service for the purposes of repairing, maintaining, or cleaning the pipes, or for the connection of a Main Extension.
- 15.3 Responsibility before Collection** - The Customer is responsible for all expense, risk and liability with respect to the use or presence of wastewater prior to it passing from the Customer's Premises and the Customer's portion of Service Line to the Utility's Wastewater Collection System.
- 15.4 Responsibility for Inspection Chamber** - The Customer is responsible for all expense, risk and liability with respect to the Inspection Chamber and related equipment at the Customer's Premises to the extent that damage is attributable to the negligence or willful misconduct of the Customer, its employees, contractors, invitees, tenants or agents, which includes, but not limited to any action or inaction of a Customer which allows an Inspection Chamber or related equipment to freeze.
- 15.5 Customer Indemnification** - The Customer will indemnify and hold harmless the Utility, its directors, officers, servants, agents, employees and contractors from all claims, loss, damage, costs or injury (including property damage and death) and including legal costs on a solicitor and own client basis which may be suffered or incurred by the Customer or its invitees or any other Person claiming by or through the Customer or any by third party caused by or resulting from the Wastewater Service or the presence of Wastewater in the Customer's Premises, or from the Customer or Customer's invitees, tenants, employees, contractors or agents damaging the Wastewater Treatment Facility, Wastewater Works, Wastewater Collection System or other facilities or from any breach by the Customer of the Service Agreement including without

limitation these Terms and Conditions.

15.6 Force Majeure - Notwithstanding any other term or condition contained herein, neither party shall be liable to the other for failure to carry out its obligations hereunder when such failure is caused by Force Majeure as hereinafter defined. The term Force Majeure means civil disturbance, industrial disturbances (including strikes and lockouts), arrests and restraints of rulers or people, interruptions by government or court orders, present or future valid orders of any regulatory body having proper jurisdiction, acts of public enemy, wars, riots, blockades, insurrections, failure or inability to secure materials, permits or labours by reason or priority regulations, or orders of government, serious epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, breakage or accident to machinery or lines of pipes, or pipelines, temporary failure of wastewater collection or treatment, an act or omission of the Utility, or any other causes or circumstances to the extent such cause or circumstance was beyond the control of and occurred without negligence on the part of the party prevented from carrying out its obligations by the act of Force Majeure.

Any causes or contingencies which entitle a party to claim Force Majeure shall not relieve it from liability in the event of its concurring negligence, or in the event of its failure to use due diligence to remedy the situation or remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes and contingencies affecting the performance of the obligations hereunder relieve either party from the obligation to make payments of amounts then due or thereafter accruing due hereunder. It is understood and agreed that the settlement of strikes or lockouts shall be entirely at the discretion of the party affected.

Miscellaneous Provisions

16. Promotions and Incentives

- 16.1 Promotion of Water Saving Appliances** - The Utility may promote, sell, rent, lease, or finance water saving appliances and related accessories and services on a cash or finance plan basis and make reasonable charges for these Services.
- 16.2 Promotion of Customer Attachments** - The Utility may finance the cost of connecting Customers to the Wastewater Works on a cash or finance plan basis and make reasonable charges for these Services.
- 16.3 Compost** – The Utility may provide compost to its customers or others when available on a cash basis or for other considerations and make reasonable charges for these Services.

17. Miscellaneous Provisions

- 17.1 Notice** - A notice mailed to the last known postal address of the Customer shall be deemed good and sufficient for all notices pursuant to this Tariff, other than notices pursuant to Section 6.3 (Interruption of Service) which shall be as specified in that Section. Notices shall be deemed to be effective midnight of the day mailed and any notice period provided by the Utility or this Tariff shall be deemed to include sufficient time for the receipt of mail.
- 17.2 Conflicting Terms and Conditions** - Where anything in these Terms and Conditions conflicts with special terms or conditions specified under a Service Agreement, then the terms or conditions specified under the Service Agreement govern.
- 17.3 Headings** - The headings of the Sections set forth in these Terms and Conditions are for convenience of reference only and will not be considered in any interpretation of the Terms and Conditions.
- 17.4 Authority of Agents of the Utility** - No employee, contractor or agent of the Utility has authority to make any promise, agreement or representation not incorporated in these Terms and Conditions or in a Service Agreement, and any such unauthorized promise, agreement or representation is not binding on the Utility.
- 17.5 Disagreements regarding application of the Terms and Conditions for Applicants and Customers** - in case of disagreement regarding the application of these Terms and Conditions, or in circumstances where the application of such appears impracticable or unjust to any party, the Utility, applicant or Customer may refer the matter to the Senior Manager of the Utility for settlement.
- 17.6 Additions, Alterations and Amendments to this Tariff** - The rates and charges recorded in this Tariff are the only lawful, enforceable and collectable rates and charges of the Utility.
- 17.7 Ownership of Wastewater Works** - The title to and ownership of all Wastewater Main Extensions, fittings, connections, or facilities which are constructed for carrying wastewater from the Wastewater Main from the property line of the Premises (whether at the Customer's expense or the Utility's expense) and installed within or along present or future public highways or within the Utility's property or rights-of-way shall transfer to, be vested in and remain with the Utility, with right of removal, upon inspection and acceptance by the Utility for connection to its Wastewater Works. The title to all Authorized appurtenances attached to a Customer's Service Line shall likewise transfer to the Utility upon acceptance by the Utility. No charge shall be made by the Customer for use of Premises occupied by the Utility's Wastewater Works or for providing access to the Utility's facilities. This Section shall not apply to appliances or goods sold directly to the Customer by the Utility.

17.8 Services Provided at No Charge - The Utility shall provide the following services at no additional costs to the Customer:

- (a) locate Mains to prevent damage to underground facilities as long as a minimum of two (2) Business Days notice is given. If less notice is given, then the Utility, at its discretion may charge a fee in accordance with this Tariff,
- (b) any preventative maintenance service which in the Utility's opinion is required to ensure public and the Utility's safety and the maintenance of the Utility's equipment, but not including any parts or labour used to repair Customer's equipment,
- (c) turn-off of Wastewater Service.

Standard Fees and Charges Schedules

In accordance with applicable sections of this Tariff, Services rendered by the Utility will be subject to the following charges, rates, or fees, with taxes added where applicable.

Schedule "A" – Wastewater Service Connection

The charges below apply to connections to a Wastewater Main.

Connection charge (a) below recovers the Costs incurred by the Utility, and not otherwise recovered, of installing a service connection from the wastewater Main to the inspection chamber or edge of the Customer's Premises. Costs herein include any administrative overhead incurred.

Where, at a time prior to a Customer's application for Service, a service connection has been installed at no cost to the Utility or at a cost otherwise recovered by the Utility, then upon connection of the service pipe, the rate shown in (b) shall be paid upon application for Service.

- | | |
|---|------------------------|
| (1) Connection Charges | At the Utility's Costs |
| | |
| (2) Connection of Customer's service pipe to an existing Inspection Chamber | At the Utility's Costs |

Schedule “B” – Contribution in Aid of Future Construction

The charges shown below apply only to eligible premises as granted through the issuance of a Permit.

Where as a result of eligible premises becoming qualified as authorized Premises a greater number of Units require or may require Service from the Utility, thus utilizing Wastewater Works capacity presently or prospectively, then, upon application for a service connection, in addition to the connection charge and any Main Extension costs, the charge shown below be paid.

For each Unit qualifying as authorized Premises \$ to be determined.

Schedule "C" – Service Charges

Service related charges when applying for Wastewater Service - The following standard fees and charges will be applicable to the provision of Wastewater Service to applicants or Customers. Charges for collecting Wastewater Service are intended to recover the Utility's cost in responding to the request. The nature of the request will determine the appropriate charges as follows:

- a) An administration charge shall apply at the time an application for Wastewater Service is made by any applicant (whether for commencement of Wastewater Service at existing authorized Premises or for a new connection).
- b) For Wastewater Service to Premises that have not previously been connected to the Utility's Wastewater Works, the applicant shall pay the connection and contribution charges shown in Schedule "A" and/or "B" of this Tariff.
- c) A Turn-on fee shall be applicable when the removal of the stop in an existing Inspection Chamber is made at a date after the service connection was installed and the Customer is accepted for Service.
- d) All other charges are subject to the provisions of the Tariff.

Application Fees

Administrative fee for new applicant (new Customer).....	\$25.00
Transfer of Wastewater Service (change in Customer from family to family member or change in joint ownership)	\$0.00
Transfer of Wastewater Service (change in Customer)	\$25.00
Change of billing address.....	\$0.00
Turn on fee.....	\$50.00
Temporary Service	At the Utility's Costs

Inspection Chamber Fee

Inspection Chamber	At the Utility's Costs
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Administration Charges

Late Payment Charge

1.5% per month (19.56% per annum) on outstanding balance as defined in Section 11 (Billing).

Returned Cheque Charge

\$25.00

Interest on Cash Security Deposits

The Utility will pay interest on cash security deposits at the Utility's prime interest rate minus 2%, by crediting the Customer's account in January of each Year. The Utility's prime interest rate is defined in Section 12.6 (Over-billing).

Screened Compost Charges

(Note: Unscreened compost may be available to residents at no cost)

\$5.00 per Garbage Bag
\$40.00 per Tonne (less than 5 tonnes)
\$25.00 per Tonne (5 or more tonnes)

Compost is only available on a limited basis at the Wastewater Treatment Plant. Please contact the Utility's office to confirm availability and to make arrangements to pick up composting.

Customers are responsible for all resources required to pick up the compost (bags, shovels, loading, etc.).

Schedule "C" – Service Charges (Continued)

Other Service Charges - The following standard fees and charges will be applicable for the specific services listed below.

Contravention of Wastewater collection system use restriction

- First occurrence for conservation order only Warning
- First occurrence (all others) \$500.00
- Second occurrence (all others) \$1,000.00
- Third annual occurrence
 Discontinuance of Wastewater Collection Services at the Utility’s Costs

Disposal of Prohibited Wastewater into the Utility’s Wastewater Collection System to mitigate potential or real damage to the Utility’s wastewater collection, wastewater treatment or disposal systems or to;

Disposal of Materials into the Utility’s Wastewater Collection System that may or does cause a blockage or other damage to the Utility’s wastewater collection or treatment systems

- | | |
|---|----------------------------|
| First annual occurrence | At the Utility’s Costs |
| Second annual occurrence | Double the Utility’s Costs |
| Third annual occurrence | |
| Discontinuance of Wastewater Collection Services at the Utility’s costs | |

C

Removal of Materials subject to Section 8.10
 (To enable required access to Wastewater Inspection Chamber)

- | | |
|---|----------------------------|
| First annual occurrence | At the Utility’s Costs |
| Second annual occurrence | Double the Utility’s Costs |
| Third annual occurrence | |
| Discontinuance of Wastewater Collection Services at the Utility’s costs | |

C

Reconnection Fee (per occurrence)

Turn on of wastewater collection system after Discontinuance of Service\$ 50.00

Where other services are performed, costs shall be:

- | | |
|---|-------------------------|
| Materials: | At the Utility's Costs |
| Utility Staff Labour: | Hourly rate of \$75.00 |
| (After hours to be charged double time) | |
| Utility Back Hoe Equipment..... | Hourly rate of \$100.00 |
| Other Contracted Services: | At the Utility's Costs |

Schedule “D” – Rates for Wastewater Service

Applicability: Within the Service Area of the Utility.
 Availability: To all Customers of the Utility.

I) Allowable Wastewater – Metered Service Charges

Basic Charge: Basic Charge of \$17.00 per month per Single Family Equivalent Unit or Single Family Property.
 Effective September 1, 2011

plus a Basic Charge of \$8.50 per month only for each additional Dwelling Unit(s) located within the same Single Family Property.

Effective December 1, 2013

Basic Charge of \$18.79 per month per Single Family Equivalent Unit or Single Family Property.

plus a Basic Charge of \$9.40 per month only for each additional Dwelling Unit(s) located within the same Single Family Property.

N

Usage Charge:

Effective September 1, 2011

\$2.80 per cubic meter of water used in addition to the Basic Charge.

Effective December 1, 2013

\$3.10 per cubic meter of water used in addition to the Basic Charge.

N

II) Allowable Wastewater - Non-metered Service Charges

(for use only by Customers without a Water Meter Set)

The Customer will be charged the equivalent rate for 60 cubic meters per month per Single Family Equivalent Unit with or without one Authorized second Dwelling Unit in addition to the applicable Basic Charge.

III) Allowable Wastewater – Non-metered Service Charges – Strata Corporation K-18

(for use only by Strata Corp. K-18 without a Water Meter Set as set out in the Final Decision on the Arbitration of the Dispute between the Owners of Strata Corporation K18 (Strata) and Tod Mountain Development Ltd. up to the maximum sewage flows allowed. (see Definitions under Strata Corp. K18). Effective October 28, 1991.

The Strata shall pay sewage user rates of Eighty Five Dollars (\$85.00) per Dwelling Unit per annum or Seven Dollars and Eight Cents (\$7.08) per unit per month, payable monthly in arrears the Utility. All rate increases shall be in accordance with the Consumer Price Index annual adjustment (based on the applicable CPI adjustment for British Columbia for the period since the last rate adjustment.

Issued: January 1, 1998
 2nd Revision: May 1, 2002
 3rd Revision: December 1, 2008
 4th Revision: February 19, 2009
 5th Revision: August 4, 2010
 6th Revision: September 1, 2011
 7th Revision: December 1, 2013 / Revised January 2014

Schedule "D" – Rates for Wastewater Service (Continued)

IV) Restricted Wastewater – Metered or Non-metered Service Charges (Effective May 1, 2002)

Metered Usage Rate: \$6.00 per cubic meter of water used with a minimum billing of 60 Cubic Meters per month in addition to the applicable Basic Charge.

Non-metered Rate Flat Monthly Charge: \$360.00 per month per Single Family Equivalent dwelling unit in addition to the applicable Basic Charge (based on 60 m³ per month and for use only by Customers without a Water Meter Set).

Schedule “E” – Availability of Service Charge

- Effective: As noted below
- Applicability: To owners of the legal subdivision with Rent Charge Agreements registered on title. The Service Charge becomes effective and due and payable on January 1 of the year following the date an eligible premise becomes qualified as an authorized Premise(s).
- Availability: All owners of the lots to which this rate is applicable shall pay the rate during the period they are not users of Wastewater Collection System
- Effective: January 1, 2012
- \$310.00 per annum for single family lots
\$50.00 per Bed Unit per annum for all other properties
- Effective: January 1, 2014
- \$342.50 per annum for single family lots
\$57.08 per Bed Unit per annum for all other properties
- Note: Once a Customer has received approval to connect to the Utility's Wastewater Works, has passed the Utility's inspection for compliance to these tariffs and/or has been accepted by the Utility as a Customer as well as being billed at the Allowable Wastewater – Metered Service Charges, this rate will no longer apply to the portion of the property connected to the Utility's Wastewater Works.
- Should a Customer choose to develop a property, other than a single family lot, in a phased manner over one or more years, then each Dwelling Unit in each phase must be inspected and accepted by the Utility prior to the Utility removing this charge. A pro-rated refund of the Rent Charge will be credited to the Customer's account, if applicable.

N