

# Water Utility Act Water Tariff No. 5

Rates and Rules  
For Water Service At  
Sun Peaks, British Columbia

By

***Sun Peaks Utilities Co., Ltd.***  
*1280 Alpine Road*  
*Sun Peaks, British Columbia*  
*V0E 5N0*

**Contact Person: Pat Miller,  
Manager, Utility Services**

**Explanation of Symbols  
Appearing on Tariff Pages**


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

This tariff is available for public inspection at the company's offices at 1280 Alpine Road, Sun Peaks, British Columbia, V0E 5N0 and at the offices of the Comptroller of Water Rights, Utility Regulation Section, Water Stewardship Division, Ministry of Environment, PO Box 9340 Stn Prov Govt, Victoria, British Columbia, V8W 9M1.

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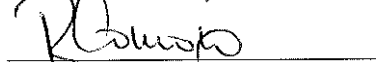
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Accepted for filing by the Comptroller of Water Rights  
Effective: December 1, 2008

By:



Rick Couroux  
Secretary to the Comptroller

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## Definitions

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

<b><i>Authorized Water Meter</i></b>	Means a Meter Set, approved, owned and operated by the Utility pursuant to this Tariff, for the purposes of measuring a Customer's water consumption.
<b><i>AWWA</i></b>	Means American Water Works Association
<b><i>Authorized Backflow Prevention Device Tester</i></b>	means a tester who is currently registered with the Certification Committee of the American Water Works Association, B.C. Section, whose testing device has a current validation certification by BCWWA.
<b><i>“B” Hydrant Inspection</i></b>	Means the full maintenance inspection of a hydrant that may or may not include the replacement of any or all working parts of the hydrant.
<b><i>Backflow Prevention Device</i></b>	means a backflow preventer, which is designed to be in-line tested and repaired, and to meet the head loss and flow requirements of the recognized approval authority. The device consists of the backflow prevention unit, two resilient seated shutoff valves, and test cock(s).means a mechanical device that prevents backflow of undesirable substances into the potable water system.
<b><i>BCWWA</i></b>	Means British Columbia Water and Waste Association
<b><i>Bed Unit</i></b>	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.
<b><i>Bylaws</i></b>	Means the current Sun Peaks Resort Area bylaws governing the properties within the Service Area of the Utility and registered with the Thompson-Nicola Regional District or duly appointed governing body recognized by the Provincial Minister of Municipal Affairs and Housing.
<b><i>Business Day</i></b>	Means a day during which normal business is conducted and usually includes Monday through Friday. A statutory holiday is not considered a Business Day.
<b><i>Complex</i></b>	Means a structure containing more than one Unit which receives service from a connection to the Utility's Waterworks, and without restricting the generality of the foregoing, includes multi-family dwellings, apartments, condominiums, commercial properties, mobile home parks, campgrounds, recreation centres, golf courses, cemeteries, hospitals and farms.
<b><i>Comptroller</i></b>	Means the Comptroller of Water Rights as empowered pursuant to the Water Utility Act, R.S.B.C. 1996, Chapter 485 for the Province of British Columbia and includes a Deputy Comptroller.
<b><i>Conversion Factor</i></b>	Means a factor, or combination of factors, which converts water meter data to cubic meters for billing purposes.

<b>Costs</b>	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.
<b>Cross Connection</b>	<p>A cross connection is an actual or potential connection between the drinking water supply and any source of pollution or contaminant. Improper plumbing and/or cross connections on private property can contaminate the public drinking water supply.</p> <p>If a backflow incident should occur resulting in the contamination of the public water supply, the responsible owner or occupant of the property can be held liable for damages.</p>
<b>Cubic Meter (M<sup>3</sup>)</b>	Means the volume of water, which occupies one cubic meter and is the equivalent of 1,000 litres.
<b>Customer</b>	Means a Person who is being provided Service by the Utility, or an applicant who has requested Service at authorized Premises and such request has been approved by the Utility.
<b>Dwelling Unit</b>	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 Waterworks and, without restricting the generality of the foregoing, includes all uses of property.
<b>Dwelling Unit – Secondary</b>	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.
<b>General Notice</b>	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.
<b>Landlord</b>	Means a Person who, being the owner of a property has leased or rented it to another Person, called the Tenant.
<b>Main</b>	Means pipe used to carry water for general or collective use for the purposes of distribution.

<b><i>Main Extension</i></b>	Means an extension of one of the Utility's distribution mains, whether installed by the Utility or approved for connection to the Utility's Waterworks, and includes the installation of any required pumping stations, reservoirs or pressure regulating facilities and upgrading of existing mains, pumping stations, reservoirs or pressure regulating facilities, but does not include the installation of Service Lines or Meter Sets.
<b><i>MaP Testing</i></b>	Means the Maximum Performance Testing of Popular Toilet Models 12 <sup>th</sup> Edition – August 2008 as conducted by the Canadian Water and Wastewater Association, Alliance for Water Efficiency and the California Urban Water Conservation Council. A copy of the report prepared by Vertic Consulting Inc. and Koeller and Company can be found at <a href="http://www.cwwa.ca">www.cwwa.ca</a> under free publications or the Utility's offices.
<b><i>Meter Set</i></b>	Means the equipment owned by the Utility and used for metering or measuring water consumption including but not limited to remote meter reading devices.
<b><i>Month</i></b>	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 Water Service is activated, discontinued or disconnected.
<b><i>Other Service</i></b>	Means the provision of Service other than Water Service including, but not limited to, alterations and repairs, reconnection of Service, removal of materials (such as ice or snow), and financing.
<b><i>Other Service Charges</i></b>	Means charges for, but not limited to, alterations and repairs, reconnection, removal of materials (such as ice or snow), financing, returned cheque charges, late payment charges, Social Service Tax, Goods and Services Tax or other taxes related to these charges.
<b><i>Person</i></b>	Means a natural person, partnership, corporation, society, unincorporated entity or body politic.
<b><i>Potable Water</i></b>	Means water suitable for human consumption in accordance with applicable Regulations
<b><i>Premise(s)</i></b>	Means any land, building or improvements which are entitled to, and authorized for, Water Service in accordance with the Certificate of Public Convenience and Necessity (CPCN) of the Utility.
<b><i>Secondary Dwelling Unit</i></b>	See Dwelling Unit - Secondary

<p><b><i>Service</i></b></p>	<p>Means the provision of Water Service or Other Service by the Utility, and including</p> <ul style="list-style-type: none"> <li>a) The supply of water delivered in any manner to a Customer, and</li> <li>b) The provision of any equipment, facilities, or manual service by or in connection with the Utility in providing the supply of water to the Customer's Premises.</li> </ul>
<p><b><i>Service Agreement</i></b></p>	<p>Means an agreement between the Utility and a Customer for the provision of Service.</p>
<p><b><i>Service Area</i></b></p>	<p>Means the areas within the Sun Peaks Improvement District or Sun Peaks' Controlled Recreation Area, which the Utility is authorized and entitled to provide Water Service in accordance with the Certificate of Public Convenience and Necessity of the Utility.</p>
<p><b><i>Service Line</i></b></p>	<p>Means that portion of the water distribution system extending from a water Main to the inlet of the Meter Set.</p>
<p><b><i>Service Related Charges</i></b></p>	<p>Include, but are not limited to, application 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.</p>
<p><b><i>Single Family Equivalent Unit</i></b></p>	<p>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).“</p>
<p><b><i>Single Family Property</i></b></p>	<p>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.</p>
<p><b><i>Standard Fees &amp; Charges Schedules</i></b></p>	<p>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 approved from time to time by the Comptroller.</p>
<p><b><i>Temporary Service</i></b></p>	<p>Means the provision of Service for what the Utility determines will be a limited period of time.</p>

<b><i>Tenant</i></b>	Means a Person under lease or tenancy agreement or who has the temporary use and occupation of real property owned by another Person.
<b><i>Terms &amp; Conditions</i></b>	Means these terms and conditions of the Utility as changed from time to time and approved by the Comptroller.
<b><i>Unit</i></b>	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 Waterworks and, without restricting the generality of the foregoing, includes all Domestic and Commercial uses of property.
<b><i>Unit of Water</i></b>	Means a unit of measurement, usually the equivalent of one (1.0) cubic meter or one thousand (1,000) liters of water.
<b><i>Utility</i></b>	Means Sun Peaks Utilities Co., Ltd., a body corporate incorporated pursuant to the laws of the Province of British Columbia under number 102004.
<b><i>Water Service</i></b>	Means the delivery of water to a Customer.
<b><i>Waterworks</i></b>	Means the physical plant owned and operated by the Utility, including the equipment, pipes, reservoirs, pumping stations, meters and appurtenances employed by or used in connection with the Utility, in providing Water Service or any Other Service.
<b><i>Year</i></b>	Means a period of twelve (12) consecutive Months.
<b><u><i>Zoning Definitions</i></u></b>	
<b><i>Domestic</i></b>	Means each property within Bylaw Zones LP-1, LR-1, OS-1, RS-1, RT-1, RM-1, RM-2, RM-3, TA-1, TA-2, TA-3, TB-1, TP-1, RR-1, R-1 and R-3.
<b><i>Commercial</i></b>	Means each property within Bylaw Zones RC-1, CC-1, CL-1, CS-1 and IL-1.
<b><i>Bylaw Zones</i></b>	Means those Residential and Commercial property zoning designations listed 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.

## Application for Service

### 1. Application Requirements

#### 1.1 Requesting Services - A Customer or applicant requesting the Utility

- (a) to provide Water Service,
- (b) to provide a new Service Line,
- (c) to re-activate an existing Service Line,
- (d) to transfer an existing account,
- (e) to change the Service provided, or
- (f) to make alterations to an existing Service Line or Meter Set,
- (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 Water Service application and connection charges, as described in Section 3 (Application, Installation and Reconnection Fees), before a Water 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, irrigation, etc.);
- (b) Detailed information on the expected maximum demand for service in order for the Utility to determine the size of service connection;
- (c) The size (diameter) of the pipe planned by the Customer and subject to approval by the Utility through which water will be supplied from the Utility's service to the Premises;
- (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 number of Units within the Premises, and the applicable Bed Units or equivalent Bed Units; and
- (g) 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 Forecast Information – The Utility may require the Customer or agent at the property to provide forecasts of water use for the Premises for a specific period of time. The method of forecasting usage must be prepared and calculated in a manner acceptable to the Utility. The Customer or agent shall promptly provide such forecasts.



- 1.4 Required References** - The Utility may require an applicant for Service to provide reference information and identification acceptable to the Utility. 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 limitations, 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.
- 1.5 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).
- 1.6 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 14.1 (Refusal 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.

**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 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 Connection Policy for Individual Units in Complexes** - Properties that are included under the definition of a "Complex" will have one metered service connection to serve the entire Complex. At the sole discretion, and approval in writing, of the Utility and at the request of the owner or owners, the property may apply to have more than one metered service connection.

**2.6 Reserved for Future Use**

**2.7 Access to Premises** – The Utility's obligation to provide Service to an applicant or Customer is conditional upon the Utility being given an ongoing right of access to its equipment as set out in Section 6.12 (Access to Premises and Equipment).

**2.8 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 Water Service is subject to the new property owner paying the outstanding balance owing on the water bill.

### **3. Application, Installation and Reconnection Fees**

**3.1 Application and Service Installation Fees** - An applicant for Service shall pay the applicable application, Service Line installation and Meter Set fees as set out in this Tariff. Where the Service Line is required to serve more than one Customer, then the costs of the Service Line and Meter Set 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 Water Service for a short period between the times 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 water supply, 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 Water Service and/or reconnection shall pay the appropriate service charges listed in the applicable Schedules attached to this Tariff for turning on Water Service, removal of any locking device, and/or the reconnection of Water 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 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.
- (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' consumption of water by 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 Supply of Water** - The Utility intends to maintain at all times an adequate and continuous supply of water at suitable pressures but accepts no liability for interruptions due to circumstances beyond its control. For interruptions in excess of forty-eight (48) hours, a proportionate reduction or rebate may be allowed to Customers of fixed monthly charges where applicable.

**6.3 Interruption of Service** - The Utility shall have the right at all times to restrict or suspend the supply of water to any Premises without advance notice, in order to effect such emergency repairs, replacements, alterations, or extensions to the Utility's Waterworks 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 delivery of water for any of the following purposes or reasons:

- (i) in the event of a temporary or permanent shortage of Water, whether actual or perceived by the Utility,
- (ii) in the event of a breakdown or failure of the supply of water to the Utility or of the Utility's water storage or distribution systems,
- (iii) to conserve water supply, including, but not limited to, restricting or prohibiting the use of water for gardening, irrigation, sprinkling, air conditioning or filling of hot tubs,
- (iv) in order to comply with any legal requirements,
- (v) in order to make repairs or improvements to any part of the Utility's Waterworks, including but not limited to the water distribution or storage systems,
- (vi) 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 water is delivered, 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 in Water Service, and, in cases where the Utility expects Water 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. A Person who contravenes water use restrictions for water conservation purposes is subject to one warning notice per Year. Each subsequent contravention during that Year is subject to the appropriate charge.

**6.4 Authorized Consumption - Approval Required to Increase Load** - A Customer shall not increase the maximum rate of consumption of water delivered to it by 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 Waste of Water** - The Customer shall use due care to prevent any waste of water and will immediately notify the Utility in case of failure of equipment or leakage of water. Should there be evidence of leaking or waste of water on the Customer's property, the Utility shall notify the Customer and may order the repair of any leaky pipes and fixtures that are evident on the Premises. If repairs are not made within five (5) Business Days after any such notice, or if the condition of the Customer's pipes or fixtures is such as to cause serious waste of water or damage to property, then without further notice the Utility may shut off the water supply to the Premises pursuant to Section 14.4 (Discontinuance without Notice).

**6.6 Low-Flow Fixtures**

(a) All Customers who connected to the Waterworks prior to August 1, 2002 must at all times maintain water conserving plumbing fixtures throughout any Dwelling Unit that were mandated at the time through Zoning requirements, Design Guidelines and/or Plumbing Regulations.

(b) All Customers connecting to the Waterworks must install and at all times maintain water conserving plumbing fixtures throughout any Dwelling Unit, including ultra-low flush toilets (maximum 4.0 litres or lower per flush) or dual-flush toilets (3.0 / 6.0 litre per flush), ultra-low flow shower fixtures (1.5 USGPM or 6.0 litres per minute) and ultra-low flow taps (1.5 USGPM or 6.0 litres per minute). All toilets must meet the MaP Testing by successfully flushing a minimum of 600 grams of solid waste.

(c) All Customers must maintain these standards by not modifying or allowing maintenance work to be performed on the low flow fixtures to allow larger flows than originally specified by the manufacturer.

(d) All replacement fixtures must meet the current standards for water conserving fixtures as stated in the current approved Water Tariff as modified and approved from time to time by Comptroller of Water Rights.

**6.7 Unauthorized Resale / Use** - Unless authorized in writing by the Utility, a Customer shall not resell water supplied to it by the Utility to other Persons, permit water to be carried away other than for personal use, or use or allow water to be used in the Premises for purposed other than those stated in the Customer's application for Service.

**6.8 Access to Premises and Equipment** - As a condition of Water Service, the Customer must give the Utility a right of entry to the Customer's Premises. The Customer will provide free access to its Premises at all reasonable times, upon reasonable notice, except in the case of an emergency, to the Utility's authorized employees, contractors, and agents for the purposes of reading, testing, repairing

or removing meters and ancillary equipment, inspecting stopcocks 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 water delivered to 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.

- 6.9 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.
- 6.10 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 for the installation and maintenance at the Premises and in or about the intervening property, of all necessary facilities for supplying water. The Utility reserves the right to proceed with rights-of-way acquisition if deemed desirable.
- 6.11 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 Waterworks, including any distribution water Mains or water meters belonging to the Utility, nor turn on or off any valve or curb stop of 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.
- 6.12 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 Water Service pursuant to Section 14(Refusal of Service and Discontinuance of Service), may undertake any lawful action deemed necessary to enforce compliance.
- 6.13 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.
- 6.14 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 water delivered to the Premises and is responsible for all damages to and loss of the Meter Set or other Utility property 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 by terminating the Agreement.
- (d) After receiving a termination notice for a Premises and after a reasonable period of time during which a new Customer has not applied for Water Service at the Premises, the Utility may seal off the 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. 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 Service Line from the Curb Stop to the Meter Set on the Customer's Premises. Any request by the Customer to extend the 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 acquire water 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, if required to do so by the Utility.
- (b) The Customer acquiring Temporary Service shall keep a record of the amount of water consumed, and shall report to the Utility the amount of water consumed on a regular basis, as specified by the Utility, or upon completion of the construction or expansion for which the Temporary Service is required. Temporary connections to a fire hydrant or standpipe must be fitted with a backflow prevention device, and an independent shut off valve to regulate the flow. The backflow prevention device must be approved by the Utility and shall either be provided by the Customer requiring the Service, or rented from the Utility at the daily rate as indicated in the Standard Fees and Charges Schedules. If the Customer is providing the backflow prevention device then it must have successfully passed a backflow test by a Certified Backflow Prevention Tester within the last year. If a water meter is rented from the Utility, the Customer requiring the device shall be responsible for proper maintenance and any damages occurring to such equipment while under their control.
- (c) Tanker trucks, street sweepers, water sprinkler trucks, etc. must be fitted with a backflow prevention device approved by the Utility. and the device must have successfully passed a backflow test by a Certified Backflow Prevention Tester as well as they must have permission from the Utility before hooking up to a fire hydrant or a stand pipe for the purpose of taking on water. If the Customer is providing the backflow prevention device then it must have successfully passed a backflow test by a Certified Backflow Prevention Tester within the last year. The Utility will specify the specific fire hydrant or stand pipe the Customer is to use.
- (d) The Utility will issue an invoice for water consumed by the Customer acquiring Temporary Service, which shall be payable immediately upon receipt. The rate for water will be that listed in this Tariff for comparable permanent Service.
- (e) If a fire hydrant or stand pipe is being used for Temporary Service and is required by the Fire Department for an emergency situation, the Customer agrees to remove any connection to the hydrant or standpipe without delay.

**7.3 Water for Construction** – Where a Person or Customer requests the Utility to provide water for any construction purpose and testing of fixtures, the Person or Customer shall pay for water supplied at the unmetered rates listed in this Tariff. The Utility may require that water for any construction purpose be metered and charged in accordance with this Tariff.

- 7.4 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 19mm (3/4”) nominal internal diameter. The diameter of the pipe used on the Customer’s Premises should be selected to allow for pressure losses from friction.
  - (b) Service connection materials installed on the property to be served must comply with the BC Plumbing Code. All Service Line connections must either meet or exceed BCWWA or AWWA standards for potable waterworks systems.
  - (c) The 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 2.5 meters (8 feet) below the surface ground.
  - (d) Subject to any exceptions agreed to by the Utility under Section 2.5 (Connection Policy for Individual Units in Complexes), each separately metered service connection must have its own curb stop between the water Main and the Meter Set for each such Unit served.
- 7.5 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.
- 7.6 Timing of Installation** - The timing of installation of facilities will be determined by the Utility.
- 7.7 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.
- 7.8 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.
- 7.9 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 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 Waterworks, as well as seventy-two (72) hours verbal notice (to service technician) prior to requiring inspection by the Utility.
- 7.10 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.
- 7.11 Installation of Separate Curb Stops** - Where a Complex has been permitted to connect to the Utility’s Waterworks without separate curb stops for each individual Unit, all owners in the Complex are jointly and severally liable to the Utility for payment of all Service charges related to the Complex, pursuant to Section 11.11 (Responsibility for Properties with Multiple Owners). In the

event a Customer, at its cost, subsequently requests the Utility install a separate water connection for an individual Unit, upon payment made to the Utility in full for the work performed and the disconnection of such Unit from the original service of the Complex, the Unit will no longer be subject to joint and several liability for further Service to the portion of the Complex remaining on the original service connection.

- 7.12 Ownership of Service Line** - Title to and ownership of the Service Line, from the water 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.
- 7.13 Maintenance** - The Customer will maintain the portion of the Service Line owned by the Customer. 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.
- 7.14 Excavation Notice** -The Customer shall provide seventy-two (72) hours notice in writing prior to connecting into the Utility’s Waterworks, or seventy-two (72) hours verbal notice (to service technician) in advance of any excavation work to be conducted on the Premises and shall immediately advise of any damage occurring to the service installation.
- 7.15 Prohibition** - A Customer shall not construct any permanent structure over a Service Line or otherwise contravene government regulations, codes or the Utility’s policies.

## 8. Water Meter Sets & Metering

**8.1 The Meter Set** - The Customer, at its expense, shall install a water meter in the Service Line at the location specified by the Utility. Upon inspection by the Utility to confirm compliance and acceptance of the installation, the water meter and its associated remote readout equipment shall become property of the Utility and be considered the Utility's Meter Set. The Utility will be responsible for all ordinary maintenance, repair and replacement of the Meter Set subject to Section 15.5 (Responsibility for Meter Set).

The Utility reserves the right to supply and/or install the water meter and the associated remote readout equipment, in which event the Customer shall pay all costs according to this Tariff. The installation of each water meter is subject to the requirements as follows:

- (a) unless otherwise specified in writing by the Utility, the water meter must be installed in the Service Line immediately downstream of the point the Service Line enters the structure of the Premises,
- (b) a separate water meter for each Customer, as specified by the Utility,
- (c) the make and model of water meter must be approved by the Utility,
- (d) the water meter is to register in Cubic Meters and be supplied with a remote touch readout pad approved by the Utility
- (e) the Water Meter shall be installed with adequate support and anchoring on each side of the meter capable of keeping the pipe alignment and supporting the weight of the meter, pipe and all other components. A customer shall ensure that:
  - (i) every private service line entering a building has a horizontal meter setting, and that the piping extends not less than 450 mm (18 inches) beyond the wall or floor of the building immediately before the meter position;
  - (ii) The Meter Set is positioned as close as possible to the point where the Private Service Line enters the building and has a safe and convenient access,
- (f) the remote touch readout pad must be accessible by the meter reader and installed in a safe location approved by the Utility, and
- (g) By-Pass Valve(s) – The Utility shall seal all by-pass valves closed. No one shall break a by-pass valve seal except under the direction of Utility Staff. In the event that a by-pass valve seal is broken, the Utility shall be contacted within 48 hours. At the Utility's discretion, the Utility may permit a subsidiary meter on the by-pass at the Customer's expense.

**8.2 Main Utility Meter Set and Additional Customer Owned Water Meters** - Where a Premise has one main Water Service and contains multiple Units, the Customer shall install one main water meter at its expense and that water meter must meet the specifications in Section 8.1 (The Meter Set). The main water meter will be the Utility's Authorized Water Meter.

Should the Customer retain or choose to install additional meters downstream of the Utility's Authorized Water Meter, the Utility may read these meters at the request of the Customer subject to a fee listed in the Standard Fees and Charges Schedules (Service Related Charges / Special Meter Reading).

For those Premises provided with Water Service prior to January 1, 2001 and who have Water Service with one curb stop and multiple Meter Sets, the Utility will continue to read all water meters until such time as the Utility or affected Customers choose to install one main water meter. Supply and installation of the main water meter and remote reader installed at the Customer's request shall be at the Customers' cost.

Billing for properties with a main Authorized Water Meter will be charged to all property owners or the strata council, if applicable. The property owners shall designate in writing to the Utility, a prime contact and billing address for the Utility's water bill and any communications. There is no charge to Customers for such change in billing instructions.

**8.3 Measurement** - The quantity of water delivered to the Premises will be metered 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.

**8.4 Estimating a Water 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.
- (d) If Utility is unable to read the meter due to meter failure and the Customer does not allow the Utility to resolve the issue within a 30 day period after written notice is given, the Utility will bill the Customer at the unmetered rate listed in this Tariff.

**8.5 Testing Water Meters** - When any Customer whose Water Service is metered makes a complaint that its account is, in its opinion excessive, the Utility will make an inspection for leaks at the Meter Set. Should no leaks be found up to and including the Authorized Water Meter, and should the Customer continue to feel that the Authorized Water Meter is indicating excessive consumption, then the Customer can request that the Authorized Water Meter be tested for accuracy. This will be carried out only after a written request to the Utility has been received.

The Customer's Authorized Water Meter will be removed, replaced with a different Authorized Water Meter and the Authorized Water Meter in question sent to the manufacturer or its agent for testing. The Customer will be sent a copy of the report. If the test shows an error in registering the quantity of water passing through the meter of over five percent (5%) in favor of the Utility, the Customer's account will be adjusted accordingly.

If the test of the Authorized Water Meter shows an accurate measurement of water, or shows an error in favor of the Customer, the Customer will be billed for all Costs pertaining to the test, Removal of the Authorized Water Meter, and the installation of a replacement or a temporary Authorized Water Meter.

The Utility may at any time test any meter, at its discretion.

**8.6 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.

- 8.7 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 water to the Customer pursuant to Section 7.2 (Temporary Service).
- 8.8 Customer Requested Meter Relocation or Modifications** - Any change in the location of a Meter Set or related equipment, or any modifications to the Meter Set, including automatic and/or remote meter reading shall be subject to the Utility's approval in writing, and will be made at the expense of the Customer if the change or modification is requested by the Customer or necessitated by the actions of the Customer. If any of the changes to the Meter Set or related equipment require the Utility to incur ongoing incremental operating and maintenance costs, the Utility may recover these Costs from the Customer through a monthly charge.
- 8.9 Protection of Meter Set Equipment** - The Customer shall take reasonable care of and protect all Meter Sets and related equipment on the Customer's Premises. This includes, but is not limited to protection from: water run off 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 Meter Sets and related equipment is set out in Section 15.5 (Responsibility for Meter Set).

Where in the opinion of Utility, safety devices need to be installed to protect a Meter Set 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.

- 8.10 Required Access to Water Meter** - If the Meter Set is located on private property, the Customer shall provide access for installing and maintaining the meter and appurtenances for meter reading, as provided in Section 6.8 (Access to Premises and Equipment). Should the Utility require removal of snow, ice or other material in order to maintain access to the Meter Set, the Utility may arrange to have the work performed and will invoice the Customer for the Utility's Costs, subject to a minimum charge for removal of materials as set out in the Standard Fees and Charges Schedules. If in the opinion of the Utility, a customer installed water meter or a Meter Set is situated in an unsafe area, or in a location which may create a dangerous situation to a meter reader, the meter shall be deemed to be "inaccessible" and will be subject to disconnection as provided in Section 14 (Refusal of Service and Discontinuance of Service).
- 8.11 Removal of Meter Set** - At the termination of a Service Agreement, the Utility may disconnect or remove a Meter Set from the Premises if a new Customer is not expected to apply for Service at the Premises within a reasonable time.

## 9. Customer Obligations for Service Maintenance

**9.1 Pressure Regulating Devices** - Pressure reducing valves may be required to control internal water pressure depending on the Premise's location within a specific Pressure Zone. Any device installed for the purpose of controlling the internal pressure shall be the responsibility of the Customer, who must ensure that the device remains in proper working order. The Utility accepts no responsibility for damages that may result from water pressures supplied by the Utility.

**9.2 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 or waste of water 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.

**9.3 The Curb Stop** – It shall be the responsibility of the Customer to maintain the curb stop and to ensure that the curb stop remains undamaged and operational. The curb stop must remain accessible to Utility personnel at all times.

Should an extension of the curb stop be necessary due to grade changes, the Customer shall apply to extend the curb stop and receive written permission from the Utility prior to performing any work. Once approval is given, the Customer may proceed to extend the curb stop with an approved metal extension to bring it level with the finished grade.

Should the Utility find the curb stop be inaccessible or inoperable, then the Utility will notify the Customer of problems with the curb stop and request necessary repairs be made. If repairs have not been made within fifteen (15) days after notice is given, the Utility may complete the necessary repairs. Any work performed on the curb stop will be at the Customer's expense.

**9.4 Stop Cock** - The Customer shall provide a shut-off valve (stop cock) inside each of the Customer's buildings in which water is used, for the use of the Customer in case of leaky or defective pipes or fixtures, or in case the Premises are vacated.

**9.5 British Columbia Plumbing Code** – All water 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.

**9.6 Frozen Pipes** - Customers are wholly responsible for clearing any frozen pipelines or fixtures located on or within the boundary of the Premises receiving Water Service.

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 waterworks 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 Meter Set becomes frozen and is located within the Customer's Premises, then the Utility will repair or replace the Meter Set 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 water bill is processed, the charges shall be added to the Customer's water bill.



If the frozen connection or fixture is located within the portion of the waterworks 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 9.7 (Prevention of Frozen Pipes).

**9.7 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 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.

**9.8 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 water, waste water, or any harmful liquid, gas or substance to enter the Utility's water system.

Service to a Customer shall be provided only on the provision that the Customer has installed on the private service an approved backflow prevention device, or devices, such that the Utility's waterworks system is effectively isolated from the private system by the device(s). The mechanism to prevent backflow is necessary to inhibit the entry of contaminants into the Utility's Waterworks, it shall be installed at the Customer's expense and must be of a design approved by the Utility.

Without limiting the generality of the foregoing, the Utility may allow approved backflow prevention devices to be installed on the customer's water piping at the sources of potential contamination (in-plant isolation) and/or on the water services (premise isolation) either on private property or public property. If the device is installed on public property, the device shall be installed "at cost" by the property owner/government agency in accordance with Section 9.8 hereof.

**9.9 Customer's Responsibility for Prohibition of Dangerous Cross-Connections** – No Customer or Agent shall permit the plumbing of the Premises to be connected to any source of water supply other than the Utility's, or to any potential source of contamination, without first obtaining the Utility's permission in writing.

The Owner of any property on which an approved backflow prevention device is installed shall:

- (a) maintain the approved backflow prevention device in proper working order at all times.
- (b) have the approved backflow prevention device tested upon installation and thereafter annually, or more often if required by the Utility, by an Authorized Backflow Prevention Device Tester or by personnel approved by the Utility to demonstrate that the device is in good working condition,
- (c) submit a report on a form approved by the Utility from an Authorized Backflow Device Tester upon installation of the device and thereafter annually within 30-days of such test on any or all tests performed,

Should a test show that an approved backflow prevention device is not in good working condition, the Utility shall give notice to the customer to make the necessary repairs or replace the device within 96 hours, or other specified period, and if the customer fails to comply with the notice the Utility shall shut off the service or services.

The water shall not be turned on at the curb stop for occupancy use until the private plumbing system has been inspected for cross-connections by the Utility; this shall not prohibit the use of a water service for construction purposes for a limited time, provided the Utility is satisfied that adequate provision is made to prevent backflow into the Utility's water mains.

Where, in the opinion of the Utility, a severe hazard exists, water service to a customer shall be provided only on the provision that the customer install on the customer's water service an approved backflow prevention device. This device will be in addition to any approved backflow prevention device(s) installed on the customer's water piping at the source of potential contamination.

Where an approved backflow prevention device is required to be installed, it shall be installed in accordance with the standards prescribed in the current edition of the British Columbia Building Code Part 7, Plumbing Services, and in conjunction with the Utility's Cross-Connection Control Policy supplement.

**9.10 Utility 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 Waterworks, 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) Require installation of a backflow prevention device on any pipe, at the Customer's expense;  
or
- (c) Immediately discontinue any Water Service until such time that the condition is corrected.

The Utility may in addition to the remediation contained in Section 9.9, have a reduced pressure backflow assembly installed on the service, on Utility property or right of way. The device shall be installed "at cost" by the Utility, except that all customer charges will be twice those obtained under normal application of this Section. All costs incurred may be recovered from the customer as a charge under this Tariff.

**9.11 Systems Requiring Backflow Prevention** – Where a premise is supplied by two or more services, and these services are interconnected within the premise, and the required on site backflow prevention devices do not prevent flow through the property and resulting backflow from the private service to the Utility's water system, the customer shall install and maintain a backflow prevention device on each service in such locations (i.e. prior to connection of any non-potable water system) as necessary to prevent backflow from any private service into the Utility's water system. An accepted backflow prevention device is required on all private domestic and fire line services suitable to the degree of on-site hazard and shall be installed downstream of the interconnected services.

**9.12 Backflow Prevention on Existing Or Future Fire Services** - A fire service intended to be used for fire purposes only shall have either an approved double check detector assembly or a reduced pressure detector assembly installed on it, depending on the degree of health hazard of the water contained in the service.

All double check detector assemblies and reduced pressure detector assemblies used on fire services shall have UL or ULC approval and shall be of such make and pattern as may be accepted by the Engineer.

The cost of all fire service gate valves, double check detector assemblies, reduced pressure detector assemblies and installation of same shall be borne by the customer.

- 9.13 Responsibility for Maintenance and Testing of Backflow Prevention Devices** - Any device installed for the purpose of controlling backflow shall be the responsibility of the Customer, who must ensure that the backflow prevention device is tested and in working order at the time of installation, and must ensure that it is tested at least once per annum (each twelve months) by a certified tester of such mechanisms, pursuant to the BC Plumbing Code and as recommended by the manufacturer. If the backflow prevention device does not pass inspection, it must immediately be reported to the Utility, and then repaired or replaced within five (5) Business Days and re-inspected at the Customer's expense. All test results, including descriptions of any repairs, are to be reported on the proper test report form obtained from the Utility. The completed test report forms shall be returned to the Utility within thirty (30) days after the inspection is completed. The test reports will be registered and maintained by the Utility.
- 9.13 Administration Of Backflow Prevention Devices** - All customers whose premises contain one or more backflow prevention devices shall pay an annual Cross-Connection Control Program administration fee as specified in Schedule C – Service Charges.
- 9.14 Hydrant and Standpipe Use** – Every person who receives authority to use water from a hydrant shall install and use an approved back flow prevention device suitable to the degree of health hazard within the premise or commensurate with the use for which a vehicle is intended. The backflow prevention device shall be of the type accepted by the Utility. The backflow prevention device must have been tested by an Authorized Backflow Prevention Device Tester within one year's time prior to the expected end date of usage of the hydrant or standpipe, and a correctly completed copy of the Utilities' Test Report form submitted to the Utility's Office prior to using the hydrant.
- 9.15 Privately Owned Hydrants and Standpipes** - Hydrants or Standpipes installed on private property without an agreement for operation between the Utility and private property owner, remain the responsibility of the owner. The owner is required to, and liable for, inspecting, testing, maintaining and operating each hydrant/standpipe on the owner's property in a safe manner and to industry specifications. This includes the use of "food grade, safe anti-freeze", as approved by the Ministry of Health or other authorized agencies, for winterizing Hydrants or Standpipes to meet the British Columbia's Fire Code.
- 9.16 Use of a Hydrant or Standpipe by the Sun Peaks Resort Improvement District's Fire Department** - The Utility will provide annual training on the proper use of hydrants and standpipes to the Sun Peaks Resort Improvement District's Fire Department. The Fire Department shall advise the Utility's field technician verbally within twelve (12) hours, as well as in writing to the Utility's offices within forty-eight (48) hours, after each use of the Utility's fire hydrants for practice or for fire suppression, so that the Utility can ensure the hydrant or standpipe used by the Fire Department has been inspected, serviced and is in good working order. Repairs to any damage caused by the Fire Department's personnel to hydrants or standpipes over and above normal wear and tear as recognized by the manufacturer will be billed to the Sun Peaks Resort Improvement District.

**9.17 Call Out Charge Liability** - Customers are solely responsible for the satisfactory operation of Service Lines, Curb Stops, valves 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 Waterworks. 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 bill 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 water bill is processed; the charges shall be added to the Customer's water bill

**9.18 Vegetation Management and Interference with the Utility's Facilities**

- (a) The Customer shall be responsible for managing vegetation on the property owned or controlled by the Customer so as to allow and permit easy access to the Utility's facilities. No Person shall obstruct or impede free and direct access to any service, water main valve, cross connect control, fire hydrant, meter, remote reader, or other appurtenances of the Water Works.
- (b) Where a Customer fails to adhere to Section 9.15 and fails to cure the cause of such default within fifteen (15) days after being notified in writing by the Utility, the Utility is authorized to remedy the cause of such default at the Customer's cost.
- (c) Customer's shall not install or allow to be installed on property owned or controlled by the Customer any temporary or permanent structures that could interfere with the proper and safe maintenance and operations of the Utility's facilities or result in non-compliance with applicable statues, regulations, standards and codes.

## 10. Water Main Extensions

**10.1 General Provisions** - Applications for extensions of water 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 waterworks 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 distribution main to the center of the property to be served, along lines of proper construction and common practice in the location of public waterworks, with due consideration for the general layout of the Utility's system. The estimated cost of the extension will be based upon the waterworks 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 requiring Water 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 fire flow and water use requirements,
- (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 Water Service, either party may refer the matter to the Comptroller for adjudication.

**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 Waterworks 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 Water Mains** - No mains, service pipe, fittings, hydrants, standpipe 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 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 Waterworks and a further two (2) Business Days verbal notice (to the Utility's field technicians) prior to inspection by the Utility.

**10.6 Looping of water mains** - Where a water Main Extension to service a project would result in a dead end, which may result in possible water quality problems as a result of a dead ended Main, the developer shall be charged the full Costs associated with the looping of the water Main in addition to the Main Extension.

The plans for looping a Main are required to be approved by a Board of Health Engineer and a written permit issued in accordance with the Safe Drinking Water Regulation, Province of British Columbia, and Ministry of Health before any work on the project is undertaken by the Utility.

**10.7 Hydrants and Standpipes** - Once a Main Extension has been inspected and formally accepted by the Utility, hydrants and standpipes connected to Utility's Mains become the property of the Utility. It shall be the responsibility of the Utility to inspect, test, maintain and operate each hydrant/standpipe attached to the Utility's Waterworks.

The Utility may at its sole discretion enter into a contract with a property owner to maintain hydrants and standpipes on private property. All Costs incurred by the Utility for this work will be billed to the Customer.

## 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 delivered to a Customer using a Meter Set and the starting point for measuring delivered quantities during each billing period will be the finishing point of the preceding billing period.
- 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 Water Service based upon estimated volumes determined in accordance with the provisions of Section 11 (Billing) and Section 8.4 (Estimating a Water Reading).
- 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 Meter Set has failed to measure the delivered quantity of water correctly, the Utility may estimate the meter reading for billing purposes, subject to Section 8.4 (Estimating a Water 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 Water Bill** - Any Customer obtaining water from the Utility's Waterworks may formally register a complaint or dispute with the Utility regarding the amount of any water 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 water 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 water bill should the Tenant not pay for any reason whatsoever.
  - (b) In the event that a previous owner or Tenant vacates a Premise leaving an outstanding water bill, then pursuant to Section 2.8 (Change in Ownership or Tenancy of Property) it is the responsibility of the new property owner to pay the balance owing on the water bill.
- 11.11 Responsibility for Properties with Multiple Owners** - Where a property has multiple owners and

each Unit is not serviced by its own Service Line and curb stop (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 water 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 water 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 there under 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) the seal of a meter or by-pass valve is broken;
- (i) an open by-pass is exists;
- (j) an unauthorized Service has been discovered;
- (k) incorrect meter multiplier;
- (l) the application of an incorrect rate;
- (m) incorrect reading of meters or data processing; or
- (n) 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 8.4 (Estimating a 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 ongoing 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 Water 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 water 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 at the Utility’s Costs to provide the information.

## Discontinuance of Service and Refusal of Service

### 14. Refusal of Service and Discontinuance of Service

**14.1 Right to Refuse Water Service** - The Utility reserves the right to refuse Water 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 water connection has been made or where Water Service has been turned on without proper authorization from the Utility. Under this circumstance, the Utility may remove the water meter and disconnect 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 water connection.
- (g) 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 water 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 supply of water to 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 an other 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 effect 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 supply of water 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 water or has requested the supplying of water in such a manner as in the Utility's opinion may contaminate the Waterworks,
- (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 Meter Set 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 water 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, of the availability of water.

**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 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 waterworks 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.

**14.7 Reconnection of Service and Security Deposit** - Where Water Service is locked off or 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 Water 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 Water Service is discontinued pursuant to these Terms and Conditions shall have any claim whatsoever against the Utility for discontinuance of Water Service.

## Liability and Indemnity Provisions

### 15. Limitations on Liability

- 15.1 Responsibility for Delivery of Water** - The Utility, its employees, or agents 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 Water Service or any discontinuance, suspension or interruption of, or failure or defect in the supply or delivery of, or refusal to supply, or deliver water, 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 employees, or agents, provided however that the Utility, its employees and agents 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 employees, contractors or agents.
- 15.2 Liability for Discontinuance of Water Supply** - No person whose Water Service is discontinued pursuant to the terms and conditions of this Tariff shall have any claim whatsoever against the Utility for discontinuance of water supply. 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 water main, any attachment, or other portion of the waterworks, or for any losses caused by temporary or permanent discontinuance of water for the purposes of repairing, maintaining, or cleaning the pipes, or for the connection of a Main Extension.
- 15.3 Responsibility after Delivery** - The Customer is responsible for all expense, risk and liability with respect to the use or presence of water after it passes into the Customer's Premises and the Customer's portion of Service Line.
- 15.4 Responsibility Before Delivery** - The Customer is responsible for all expense, risk and liability with respect to
- (a) the use or presence of water before it passes into the Customer's Premises, and
  - (b) the Utility-owned facilities serving the Customer's Premises
- if any loss or damage is caused, or contributed to, by any act or omission of the Customer or a Person for whom the Customer is responsible.
- 15.5 Responsibility for Meter Set** - The Customer is responsible for all expense, risk and liability with respect to all Meter Sets 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 any action or inaction of a Customer which allows an Authorized Water Meter or related equipment to freeze.
- 15.6 Customer Indemnification** - The Customer will indemnify and hold harmless the Utility, its employees, contractors and agents from all claims, loss, damage, costs or injury (including death) suffered by the Customer or any Person claiming by or through the Customer or any third party caused by or resulting from the use of water by the Customer or the presence of water in the Customer's Premises, or from the Customer or Customer's employees, contractors or agents damaging the Utility's facilities.

**15.7 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 water supply, 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 Waterworks on a cash or finance plan basis 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 Water Utility Act to Prevail** - The provisions of the Water Utility Act, as amended from time to time, are declared to be incorporated in and to form part of these Terms and Conditions. In the event of contradiction, inconsistency or ambiguity, the provisions of the Statute shall prevail.
- 17.6 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 Comptroller for settlement.
- 17.7 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, and shall not be amended without the consent of the Comptroller. The Comptroller, on his/her own volition, or on complaint of the Utility or other Persons, may deem that the existing rates in effect and collected or any rates charged or attempted to be charged for Service by the Utility are unjust, unreasonable, insufficient, unduly discriminatory or in contravention of the Water Utility Act, regulations or law, and may, after investigation, determine the just, reasonable and sufficient rates to be observed and in force, and shall, by order, fix the rates.

The Utility may submit to the Comptroller, by letter of application together with full supporting documentation, proposed amendments to rates and charges, and other terms and conditions of service. After initial review of the application, the Comptroller may require the Utility to give an acceptable form of notice of the application to its Customers and other Persons may submit objections thereto. The Comptroller will decide the matter and will notify all interested Persons of his/her decisions.

**17.8 Ownership of Waterworks** - The title to and ownership of all water Main Extensions, fittings, connections, or facilitates which are constructed for carrying water from the water Main to 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 and remain with the Utility, with right of removal, upon inspection and acceptance by the Utility for connection to its Waterworks. The title to all Authorized Water Meters and 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 Waterworks or for providing access to the Utility's facilities. This Section shall not apply to appliances or goods (other than water meter sets and related appurtenances to be used as Meter Sets) sold directly to the Customer by the Utility.

**17.9 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 Day's 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 Water 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" – Water Service Connection**

The charges below apply to connections to a water Main.

Connection charge (a) below recovers the Costs incurred by the Utility, and not otherwise recovered, of installing a service connection from the water Main to a curb stop and, if required, the Authorized Water Meter in 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 curb stop, including  
the Meter Set ..... At the Utility's Costs
  
- (3) Supply of an information only Meter Set for a service connection ..... 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 CPCN by the Comptroller.

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 Waterworks 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.

Note: Monies collected under this schedule are to be deposited by the Utility into a Deferred Capacity Trust Fund, which may only be released to the Utility at the discretion of the Comptroller of Water Rights.

**Schedule "C" – Service Charges**

**Service Related Charges when applying for Water Service** - The following standard fees and charges will be applicable to the provision of Water Service to applicants or Customers. Charges for obtaining Water 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 Water Service is made by any applicant (whether for commencement of Water Service at existing authorized Premises or for a new connection).
- b) For Water Service to Premises that have not previously been connected to the Utility's Waterworks, 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 turn-on of a valve at an existing curb-stop is made at a date after the service connection was installed. A Turn-on fee will not be applicable when the Turn-on is only needed for temporary testing of plumbing piping for the purposes of a leak test during construction.
- d) All other charges are subject to the provisions of the Tariff.

C

**Application Fees**

- Administrative fee for new applicant (new Customer) ..... \$25.00
- Transfer of Water Service (change in Customer)..... \$25.00
- Change of billing address (same owner).....\$0.00
- Turn on fee ..... \$50.00
- Temporary Service ..... At the Utility's Costs

**Meter & Remote Reader Fees**

- New meter & tie-in ..... At the Utility's Costs
- New remote reader & installation ..... At the Utility's Costs
- Removal of an unauthorized water meter ..... At the Utility's Costs
- Removal and testing of meter at the Customer's request, subject to Section 8.5 (Testing Water Meters) ..... At the Utility's Costs
- Moving a water meter at the Customer's request ..... At the Utility's Costs

**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).

**Schedule "C" – Service Charges (Continued)**

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

**Backflow Prevention Charges**

- Rental of a backflow prevention device per day (if unit available) ..... \$75.00
- Annual backflow prevention device test ..... At the Utility's Costs

**Processing Backflow Test Reports**

- Each test report for each device .....\$20.00

**Contravention of water use restriction**

- First occurrence for conservation order only ..... Warning
- First occurrence (all others).....\$100.00
- Further occurrences .....\$200.00

**Removal of Materials** subject to Section 8.10 (Required Access to Water Meter)

- Charge per meter for first occurrence.....\$50.00
- Charge per meter for additional occurrences .....\$100.00

**Removal and testing of meter at the Utility's request**

Charge per meter per request.....\$0.00

**Special Meter Reading**

- Within five days (per meter) .....\$25.00
- Within 24 hours (per meter) .....\$50.00

**Reconnection Fee (per occurrence)**

- Turn on of water after Discontinuance of Service .....\$ 50.00
- Removal of locking mechanism .....\$ 50.00
- Reconnection where meter and remote reader has NOT been removed ... At the Utility's Costs
- Reconnection where the meter has been removed ..... At the Utility's Costs

**Where other services are performed, costs shall be:**

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



**Schedule “D” – Rates for Water Service**

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

**Metered Rate**

**Basic Charge:**

Effective December 1, 2005      Basic Charge of \$10.00 per month per Single Family Home’s main Dwelling Unit plus;  
a Basic Charge of \$5.00 per month for each Secondary Dwelling Unit located within the same Single Family Property.

Effective December 1, 2008      Basic Charge of \$15.00 per month per Single Family Equivalent Unit or Single Family Property plus;  
a Basic Charge of \$7.50 per month for each additional Dwelling Unit(s) located within the same Single Family Property; plus

**Usage Rate:**

Effective May 1, 2006      \$1.34 per cubic meter of water used in addition to the Basic Charge.

Effective December 1, 2008      \$1.45 per cubic meter of water used in addition to the Basic Charge.

**Non-metered Rate Flat Monthly Charge**

(for use only by Customers without an approved Meter Set)

The customer will be charged the Basic Charge plus the equivalent rate for 30 cubic meters per month per Single Family Equivalent Unit with or without an additional Dwelling Unit.

Note: The above rates include a contribution to the Replacement Trust Fund, which may only be released to the Utility at the discretion of the Comptroller of Water Rights

**Schedule “E” – Fire Hydrant & Standpipe Rates**

Applicability: Within that portion of the Utility’s Service Area in the Sun Peaks Resort Improvement District’s Fire Protection District as agreed to in the Water Supply Agreement between the Utility and the Sun Peaks Mountain Resort Association (Schedule H).

Availability: The following rates apply to all fire hydrants, standpipes and blow-offs used for fire fighting training and fire suppression purposes.

**Annual Rates:**

Effective January 1, 2008	Fire Suppression Demand Charge,..... \$15,882.00 Maintenance Charge per Fire Hydrant installed ..... \$948.00 as of January 1, 2008, billed July 1, 2008	
Effective January 1, 2009	Fire Suppression Demand Charge,..... \$16,358.00 Maintenance Charge per Fire Hydrant installed ..... \$976.44 as of January 1, 2009, billed July 1, 2009	C
Effective January 1, 2010	Fire Suppression Demand Charge,..... \$16,849.00 Maintenance Charge per Fire Hydrant installed ..... \$1,005.73 as of January 1, 2010, billed July 1, 2010	C
Effective January 1, 2011	Fire Suppression Demand Charge,..... \$17,355.00 Maintenance Charge per Fire Hydrant installed ..... \$1,035.91 as of January 1, 2011, billed July 1, 2011	C

Notes: The above rates include a contribution to the Replacement Trust Fund, which may only be released to the Utility at the discretion of the Comptroller of Water Rights.

## Schedule “F” – Irrigation and Non-Fire Protection Use of Hydrants or Stand Pipes

Applicability: Within the Service Area of the Utility.  
Availability: The following rates apply to all fire hydrants, standpipes and blow-offs used for non-fire fighting training and non-fire suppression.

### Metered Rate

#### Minimum Charge and Base Consumption Allowance:

Hydrant Use	\$100.00 minimum charge per use, includes the first 5 cubic meters or part thereof as well as a “B” Hydrant Inspection and the first five (5) days of the hydrant Meter Set rental	
Stand Pipe Use	\$50.00 minimum charge per use, includes the first 5 cubic meters or part thereof and the first five (5) days of stand pipe Meter Set rental	
Hydrant / Stand Pipe Meter Set rental	\$25.00 per day for each additional day of rental after the first five (5) days of rental (per Premises per annum)	C
Hydrant / Stand Pipe Backflow Prevention Device rental	\$10.00 per day for each day of rental	C

### Billing for additional water:

Effective: December 1, 2005 Usage rates are charged at the rates as listed in “Schedule D”

### Non-metered Rate (for use only by Customers without a Meter Set including non-authorized use)

Flat Charge		
Hydrant Use	\$600.00 per day, and includes a “B” Hydrant Inspection	C
Stand Pipe Use	\$500.00 per day	

Notes: The above rates include a contribution to the Replacement Trust Fund, which may only be released to the Utility at the discretion of the Comptroller of Water Rights



## Schedule “H” – Water Supply Agreement

THIS AGREEMENT MADE this 10<sup>th</sup> day of October, 2008

**BETWEEN:**

SUN PEAKS UTILITIES CO., LTD.  
being a Company duly incorporated under the laws of the Province of British Columbia  
and having its office at  
1280 Alpine Road, Sun Peaks, British Columbia, V0E 5N0

(hereinafter called “SPUCL”)

**AND:**

SUN PEAKS MOUNTAIN RESORT IMPROVEMENT DISTRICT  
a duly incorporated Improvement District under the laws of the Province of British  
Columbia having its office at  
P.O. Box 1002, 1220 A Alpine Road, Sun Peaks, British Columbia, V0E 5N0

(hereinafter called the “Improvement District”)

**WHEREAS:**

- A. SPUCL is a water utility which provides water service in the area generally known as Sun Peaks, British Columbia.
- B. Pursuant to Letters Patent the Improvement District provides fire protection services within its boundaries.
- C. The Improvement District wishes to receive water service for fire protection purposes from SPUCL.

NOW THEREFORE the parties in consideration of the mutual covenants, acknowledgements and representations in this agreement confirm as follows:

- 1. SPUCL does by this agreement;
  - A. covenant to supply water to the Improvement District for purposes of fire protection in the quantities and upon the terms and conditions specified below and at the rates set in its tariff from time to time,
  - B. agree to maintain, repair and replace the works required to supply water, including the fire hydrants, and that any such maintenance, repairs or replacement shall be at the expense of SPUCL,
  - C. warrant that the water system, except during circumstances described in Clauses 2 (C) and 2 (D), shall be capable of providing water at the fire hydrant at the following flow, duration and pressure:
    - a. Flow – 5,000 liters per minute
    - b. Duration - 90 minutes
    - c. Pressure - 20 pounds per square inch gauge

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- D. agree to maintain all fire hydrants and standpipes in accordance with the British Columbia Fire Code 2006. Should the British Columbia Fire Code be updated, SPUCL shall have made every commercially reasonable effort to implement the changes,
  - E. agree to provide to the Improvement District annually a record of maintenance and other available information for each hydrant, in accordance with the British Columbia Fire Code 2006, and
  - F. agree to provide to the Improvement District, in writing, by October 15<sup>th</sup> each year an estimate of the Fire Suppression amount that will be paid to SPUCL by the Improvement District as set out in the SPUCL's Water Tariff in effect at the time.
2. The Improvement District does by this agreement;
- A. agree to take water for fire protection purposes in the quantities and upon the terms and conditions specified in this agreement,
  - B. agree to pay the Fire Suppression Charges as set in SPUCL's Water Tariff,
  - C. acknowledge that SPUCL shall not be liable or responsible for normal reductions or interruptions of the aforementioned flows due to routine mechanical maintenance, provided that notice has been given to the Improvement District as soon as practical in the circumstances,
  - D. acknowledge that SPUCL shall not be liable or responsible for reductions or interruptions in the supply of water through the hydrants including, without limiting the generality of the foregoing reductions or interruptions caused by power failure, mechanical or equipment failure, burst pipes or prolonged drought, unless such reduction or interruption is the result of negligence or mismanagement of the system by SPUCL, its servants, agents or employees provided that SPUCL shall have made every commercially reasonable effort to correct or remedy such reductions or interruptions with due diligence,
  - E. Agree to notify SPUCL after each use of a hydrant in the event of a fire and notify SPUCL within 24 hours of each use of a hydrant in the event of a practice or a test.
3. If the Improvement District requires additional fire hydrants to be installed in existing public developments, SPUCL shall install such hydrants at locations mutually agreed to by both parties and the Improvement District shall pay the costs of the installations.
4. SPUCL shall ensure that the developer of new parcels of land and any connecting roadways installs, at his cost, the number of fire hydrants specified in the Sun Peaks' Predesign Brief for Infrastructure to Serve Proposed Base Development, 1993 or as it is updated from time to time.
5. Any dispute arising from this agreement shall be referred to the Comptroller of Water Rights for resolution.
6. This agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

7. No amendment or waiver of any portion of this Agreement shall be valid unless in writing and agreed to and executed by both parties to this Agreement.
8. SPUCL and/or the Improvement District may terminate the service described by this agreement upon three month's notice-to the other party in writing.
9. This agreement shall be subject to the approval of the Comptroller of Water Rights.

IN WITNESS WHEREOF the parties have executed this agreement on the day and year first written above.

**SUN PEAKS UTILITIES CO., LTD.**

**SUN PEAKS RESORT IMPROVEMENT DISTRICT**

was hereunto affixed in the presence of its duly authorized signing authority.

was hereunto affixed in the presence of its duly authorized signing authority.

  
Signature

  
Signature

PAT A MILLER  
Please Print Name

INES POPIG  
Please Print Name

MANAGER, UTILITY SERVICES  
Please Print Title

CHAIR-SPRIG  
Please Print Title