

**BIG WHITE WASTEWATER UTILITY LTD.**

**WASTEWATER TARIFF**

Containing

Terms and Conditions of Service  
and  
Rate Schedules

## TERMS AND CONDITIONS

### 1 INTERPRETATION AND DEFINITIONS

#### 1.1 Interpretation

##### 1.1.1 Conflicts

To the extent that these Terms and Conditions conflict with any applicable Rate Schedule, Special Rate Schedule, or DCC Schedule, the terms and conditions provided in such Rate Schedule, Special Rate Schedule, or DCC Schedule shall apply.

##### 1.1.2 Technical Terms

Technical or industry-specific terms, units of measure, or words not otherwise defined in this Wastewater Tariff shall have the well-known meaning given to those terms in the Wastewater industry.

#### 1.2 Definitions

Unless the context otherwise requires, words in this Wastewater Tariff have the meaning set out below, and alternate forms of the same words have the corresponding meanings.

Commercial Customer	A Customer with four or more units connected through a single connection, or Premises not intended to be used for overnight accommodation regardless of the number of units connected through a single connection.
Customer	Any person whose application for Service has been accepted by the Utility or, in the absence of such an application, the person with possession of the Premises to which Service is provided or the Owner or such other person designated as the Customer pursuant to this Wastewater Tariff. If a Customer receives Service at more than one Premises, such Customer will be considered a separate Customer for each Premises. The Utility will determine the number of Premises for the purpose of this definition.
Customer Premises or Premises	The premises and land at the address or location specified in the application for Service of a Customer, or such other premises and land to which the Customer may move or to which the Utility without application collects Wastewater.

**Big White Wastewater Utility**  
**Wastewater Tariff**  
**Effective: January 1, 2024**

Disconnection	A physical deactivation of a Service connection, including through the removal of connection pipe and or other Utility equipment used to provide Service, regardless of duration.
Owner	The legal or beneficial owner(s) of a building or Premises or an agent or other authorized representative of such owner(s), such as a property manager, strata corporation or developer, as the context requires.
Rate Schedule, Special Rate Schedule, or DCC Schedule	A schedule that sets out rates for Service and other terms and conditions of Service, as filed with the British Columbia Ministry of Environment from time to time.
Reserved Capacity	The availability of Wastewater Service to be supplied to a legal empty lot that has been sold as a serviced lot.
Residential Customer	A Customer with fewer than four units connected through a single connection where overnight accommodation is anticipated.
Service	As a condition of receiving Service from the Utility, the Customer agrees to be bound by the Terms and Conditions and Rate Schedule. Without limitation, the receipt of Service shall constitute acceptance by the Customer of all the provisions of the Terms and Conditions. The receipt of Service includes all undeveloped vacant lots that currently have a Service connection ready to be connected to, and/or Reserved Capacity within the Wastewater System.
Service Agreement	The agreement setting out the rights and responsibilities of the Utility and a Customer for Service, including the application for Service accepted by the Utility (if any), and all applicable provisions of the Terms and Conditions and applicable Rate Schedule(s), Special Rate Schedules and DCC Schedules.
Service Line	That portion of the pipeline used for the transporting of Wastewater from the Customer Premises to the Utility's main collection line.
Termination	Cessation of Service to a Premises under the Wastewater Tariff.
Utility	Big White Wastewater Utility Ltd.
Wastewater	The composition of water and water-carried wastes from residential or commercial Premises or any other source.
Wastewater System	The system operated and maintained by the Utility for the purpose of transporting Wastewater to a treatment facility, and includes the Wastewater Treatment Plant.

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Wastewater Tariff	These Terms and Conditions, the Rate Schedule, the Special Rate Schedule and the DCC Schedule.
Wastewater Treatment Plant	A Wastewater Treatment Plant is a facility in which a combination of various processes (e.g., physical, chemical and biological) are used to treat wastewater and convert it into an effluent that can be returned to the water cycle.

## 2. SERVICE

### 2.1 Application Where No Service Line Exists

Applications for Service where no Service Line exists shall be made by completing a New Lot Wastewater Application Form, or any other form provided by the Utility from time to time.

The New Lot Wastewater Application Form may be found at:

[Wastewater Service Application Form](#)

### 2.2 Application Where Service Line Exists

Applications for Service where a Service Line exists shall be made by completing a Transfer of Service form, or any other form provided by the Utility from time to time.

The Transfer of Service Form may be found at:

[Transfer of Service Form](#)

### 2.3 Commencement and Term of Service

Except as otherwise provided in the Service Agreement, a person becomes a Customer and Service commences when:

- i. The Utility connects or re-connects the Premises to the Utility's system; or
- ii. The person's right to possession of the Premises commences,

whichever is later and regardless of whether such person has completed and signed an application or any contract for Service, and Service will continue until Terminated by the Utility or the Customer.

### 2.4 Refusal to Provide Service and Termination

The Utility may, without liability of any kind, refuse to provide Service to any Person and may without notice Terminate Service to any Customer (whether by Disconnection or otherwise) who:

- i. Fails to pay for Service;
- ii. Fails to apply for Service or fails to provide information or identification acceptable to the Utility when applying for Service or at any subsequent time on request by the Utility; or
- iii. Fails to provide access to Premises as required by these Terms and Conditions.

## **2.5 Easements and Rights-of-Way**

If the Customer is not the Owner of the Premises or intervening property between the Premises and the Utility's mains or Service Lines, the Customer shall obtain for the Utility from the proper Owner the necessary consent or easement in writing for the installation and maintenance in the said Premises, and in or about such intervening property, of all necessary facilities for connecting to the Wastewater System. The Utility reserves the right of rights-of-way acquisition if it determines that this is desirable.

## **2.6 Assignment**

A Customer may not assign a Service Agreement to another person.

## **2.7 Use of Wastewater Services**

The Customer shall not use or permit the use of the Wastewater Services provided to dispose of illegal waste. This includes, but is not limited to:

- i. Any waste for which a connection permit from the Utility has not been granted;
- ii. Any commercial waste with BCBC/CSA-compliant grease traps and sewer interceptors, each must be installed and maintained as per manufacturer's specifications;
- iii. Hauled wastewater/septage or any recreational vehicle waste;
- iv. Stormwater;
- v. Flammable, toxic or explosive substances;
- vi. Poisonous substances;
- vii. Strong acids or alkaline solutions;
- viii. Solid or viscous substances;
- ix. Substances having a temperature greater than 180°F or 82°C;
- x. Fats, wastes, greases or oils;
- xi. Emulsifiers, enzymes, bacteria, or solvents;

- xii. Heavy metals;
- xiii. Phenols or odour/taste producing substances;
- xiv. Radioactive wastes;
- xv. Any wastes not susceptible to the type of treatment provided;
- xvi. Any industrial wastes;
- xvii. Any chlorinated matter;
- xviii. Any non-biodegradable materials such as sanitary napkins, tampons, tampon applicators, condoms, plastics, diapers, etc.; and
- xix. Ammonia and ammonia based cleaner, powder laundry detergent and non-biodegradable cleaners.

Any contamination resulting from the failure to adhere to these Wastewater Discharge Standards may result in Disconnection from the system and the liable party will pay any and all costs associated with damage to the system.

## **2.8 Disconnection**

If an account remains unpaid after 90 days, or the property Owner has violated Wastewater Discharge Standards, the property may be disconnected from the Wastewater System. The Utility will not be held responsible whatsoever for any damages caused by Disconnection or interruption of Service, which includes but is not limited to, loss of revenues or interruption of business. Property Owners will be responsible for any and all costs incurred to physically disconnect or reconnect to/from the Wastewater System.

## **2.9 Termination of Service by Customer**

Except as otherwise provided in the Service Agreement, a Customer may Terminate Service by giving to the Utility at least 30 days written notice. The Customer continues to be subject to all applicable terms and conditions of the Service Agreement, including the obligation to pay for all Wastewater Service provided to the Premises and all damage to and loss of equipment or other apparatus of the Utility until the Termination date specified in the notice or 30 days after the Utility receives such notice, whichever is later.

## **2.10 No Release of Customer Obligations**

No Termination of Service will release a Customer from any previously existing obligations to the Utility under a Service Agreement or any other agreement with the Utility.

**3. BILLING AND PAYMENT**

**3.1 Billing**

Bills will be rendered monthly or every second month at the option of the Utility and the Customer shall pay rendered accounts within twenty-one (21) days from the date of mailing of bills by the Utility. The Utility will charge a fee as specified in the Special Rates Schedule on all accounts remaining unpaid. The Utility's records of the date of mailing or delivery of bills shall be presumptive evidence of the date of rendering.

**3.2 Bank Charges**

If a payment received from the Customer for the payment for a Service or other billing is returned by the financial institution for reason of insufficient funds or reasons other than clerical error, the Customer will be charged the fee specified in the Special Rate Schedule in addition to any bank charge arising from the return.

**3.3 Taxes**

The Customer agrees to pay any Goods and Services Tax, Social Services Tax, Sales Tax, or any other tax that the Utility may be lawfully required to collect from the Customer.

**4. SERVICE CONNECTION AND CHARGES**

**4.1 Authority for Work**

No changes, extensions, replacements, repairs, connections to, or Disconnections from, the Utility's system shall be made except by the Utility's authorized employees, contractors, or by other persons authorized in writing by the Utility.

**4.2 Installation Policy**

Where the Utility's Wastewater main collection line is adjacent to the Premises, the Utility will install the Service Line from the main collection line to the Premises and the Customer will be required to pay connection charges for that portion of the Service Line in accordance with the Special Rate Schedule. The Service Line shall follow the route and reach the Premises at a point of entry that is the most suitable to the Utility.

#### **4.3 Right of Refusal to Install**

The Utility reserves the right not to install a Service Line, if, in the Utility's opinion, the projected load is not of an economic nature, and neither acceptance of an application form nor any cash deposit from the Customer shall be construed as a commitment by the Utility to install a Service Line or to provide Service.

#### **4.4 Location of Service**

The Utility reserves the right to designate the location of the Service Line.

#### **4.5 Additional Charges**

Where the Customer requests the Service Line enter its Premises at a point or follow a route different from those routes chosen by the Utility, the Utility may charge the Customer for all incremental costs incurred in installing the Service Line in accordance with the Customer's request.

#### **4.6 Additional Service Connections**

The Utility may in its discretion charge the Customer the cost of installing additional Service connections should more than one be requested at the same Premises.

#### **4.7 Access to Premises**

The Customer grants the Utility full power, right, and liberty to enter the Premises whether or not the occupant is in the Premises, to break the surface and make necessary excavations for the purpose of locating, installing, repairing, replacing, maintaining, and inspecting all facilities on the Premises, for maintenance, sanitary and storm inspections, emergencies, potential safety issues, to remedy any problem where there is a potential for environmental damage, to disconnect a Service for lack of payment or serious abuse of the Service as determined solely by the Utility. At any time, the Utility may request access to the Premises within 24 hours in order to inspect sanitary and or storm piping and systems, and to verify Service Factor units. The Utility shall minimize damage and inconvenience as is reasonably possible in doing such work.



## 5. BACK-BILLING

### 5.1 Definition

"Back-Billing" means the re-billing by the Utility for Service rendered to the Customer because certain original billings are discovered to be either too high ("Over-Billed") or too low ("Under-Billed"). Either the Customer or the Utility may make the discovery. The cause of the billing error may include any of the following non-exhaustive reasons or combination thereof:

#### For Commercial Customers

- i. Stopped meter;
- ii. Metering equipment failure;
- iii. Missing meter now found;
- iv. Switched meters;
- v. Double metering;
- vi. Incorrect meter connections;
- vii. Incorrect use of any prescribed apparatus respecting the registration of a meter;
- viii. Incorrect meter multiplier;
- ix. The application of an incorrect rate;
- x. Incorrect reading of meters or date processing; and
- xi. Tampering, fraud, theft, or any other criminal act.

#### For Residential Customers

- i. The application of an incorrect rate; and
- ii. Tampering, fraud, theft, or any other criminal act.

### 5.2 Basis and Estimates

Where billing errors occur, the Back-Billing 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.

### 5.3 Tampering

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 evidence of fraud, theft, or other criminal act exists, 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 items 5.6, 5.7, 5.8 and 5.9, below, do not apply.

#### **5.4 Corrections and Notification**

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.

#### **5.5 Refund of 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 up to one year, subject to the applicable limitation period provided by law. Simple interest, computed at the short-term bank loan rate applicable to the Utility on a monthly basis, will be paid to the Customer.

#### **5.6 Collection of Under-Billing**

Subject to item 5.3, in every case of Under-Billing, the Utility will Back-Bill the Customer for the shorter of:

- i. The duration of the error; or
- ii. One year.

#### **5.7 Terms for Collection of Under-Billing**

Subject to item 5.3, in all instances 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 installments corresponding to the normal billing cycle. However, delinquency in payment of such installments will be subject to the usual late payment charges.

#### **5.8 Disputes**

Subject to item 5.3, if a Customer disputes a portion of a Back-Billing due to Under-Billing based upon either consumption, demand, 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.

## 5.9 Change of Occupancy

Subject to item 5.3, in all instances of Back-Billing where changes of occupancy have occurred, the Utility will make a reasonable attempt to locate the former Customer. If, after a period of one year, such Customer cannot be located, the Over-Billing or Under-Billing applicable to them will be cancelled.

## 6. EQUIPMENT

### 6.1 Ownership of Equipment

The title to all Service Lines on the Customer's Premises, up to the Inspection Chamber, shall belong to the Customer.

### 6.2 Maintenance of Service Line

Maintenance of the Service Line, up to the inspection chamber, is responsibility of the Customer provided that the Customer shall protect the same and shall be liable for all damage.

### 6.3 Wastewater Inspection Chamber

All new properties are required to install a Wastewater inspection chamber in the Service Line at the property line or other acceptable location specified in writing by the Utility. Upon inspection by the Utility to confirm compliance and acceptance of the installation, the Wastewater inspection chamber shall become property of the Utility and be considered the Utility's Inspection Chamber. The Utility reserves the right to supply and install the Wastewater inspection chamber and associated equipment, in which event the Customer shall pay all related costs. The installation of the inspection chamber is subject to the following requirements:

- i. A separate Wastewater inspection chamber for each property, as specified by the Utility.
- ii. The make and model of Wastewater inspection chamber must be approved by the Utility.
- iii. The inspection chamber must be installed at the property line and will remain plugged until the Service has been inspected and approved by the Utility.
- iv. The inspection chamber must be protected from damage at all times, and it is the Owner's responsibility to ensure that trucks do not drive over the inspection chamber. Damaged inspection chambers will be replaced at the Owner's expense.

## **7. OTHER CHARGES OR PAYMENTS**

### **7.1 Services Provided at No Charge**

The Utility shall provide the following services at no additional cost to the Customer:

- i. Locate mains or Service Lines to prevent damage to underground facilities;
- ii. Respond to odour, leak, blockage, and back-up calls, provided the Customer has made repairs or performed any maintenance which the Utility advised was required during a previous response or inspection; and
- iii. Any service that, in the Utility's opinion, is required to ensure public and Utility safety and the maintenance of Utility equipment, but not including any parts or labour used to repair Customer's equipment.

## **8. RESPONSIBILITIES OF CUSTOMERS AND THE UTILITY**

### **8.1 Force Majeure**

Notwithstanding any other term or condition contained herein, neither the Customer nor the Utility 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 disturbances, 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 the public enemy, wars, riots, blockades, insurrections, failure or inability to secure materials, permits or labours by reason of 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, or any other causes or circumstances to the extent that 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 performances of the obligations hereunder relieve either party from the obligations 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 within the discretion of the party affected.

**9. DEVELOPMENT COST CHARGES**

**9.1 Payment of Development Cost Charges**

Development Cost Charges (DCCs) owing are payable to the Utility prior to the commencement of Service.

**9.2 Payment Based on Service Factors**

Development Cost Charges payable by the Customer are based on the number of Service Factors on the Premises, calculated pursuant to the DCC Schedule.

**10. INDEMNITY**

The Customer releases and absolves the Utility from any and all liability for damage caused to the Customer or its Premises as a result of any Disconnection and/or Termination of Wastewater Services pursuant to these Terms and Conditions and does further indemnify and save harmless the Utility against any and all claims for any damage whatsoever caused to third parties or the property of third parties by the Utility which result from such Disconnection and/or Termination of Wastewater Services, irrespective of whether such damage is caused by the Utility, its employees, designated dealers, or agents. Without limiting the generality of the foregoing, the Customer agrees that such release, absolution, and indemnity shall include damage caused by failure or inability of any domestic or commercial appliances, plumbing system, or equipment to function as the result of such Disconnection and/or Termination.

**RATE SCHEDULE**

<b>Availability</b>	For Commercial and Residential Customers
<b>Applicable</b>	In the Big White Ski Resort Area
<b>Commercial Customers</b>	\$4.00 per cubic meter of metered water consumption. \$6.50 per Service Factor.
<b>Residential Customers</b>	\$10.00 per Service Factor.
<b>Basic Charge</b>	Rate per month, regardless of billed consumption. See Special Rate Schedule

All fees are subject to change without notice.

**SPECIAL RATE SCHEDULE**

ITEM	FEE	DESCRIPTION
<b>Special Charges</b>	Cost, plus 15 per cent	Work not otherwise contemplated under this Special Rate Schedule and performed on behalf of the Customer or in connection with the supply of Wastewater Services to the Customer's Premises.
<b>Late Payment Fee</b>	18 per cent per annum (1.5 per cent per month)	Charged on overdue accounts.
<b>Installation Policy</b>	Cost, plus 15 per cent	Connection charge for that portion of the Service Line between the property line and the Premises.
<b>Bank Charges for Insufficient Funds</b>	\$50.00 plus bank charges	Charge for any payments returned or not completed for insufficient funds.
<b>Paper Billing Fee</b>	\$2.50 per month	Charge for printing and mailing Utility bills to Customer. The Utility provides free e-billing to any Customer who wishes to receive their monthly bill via email.

All fees are subject to change without notice.

### DCC SCHEDULE

The number of Service Factors will be the greater of:

- i. The Total Discharge Weight divided by six (6), rounded to the nearest whole number. The total number of each type of fixture installed will be multiplied by the Discharge Weight assigned to that type of fixture in the table below. The sum of these individual results will be the Total Discharge Weight;
- ii. User Service Factors, where each room capable of accommodating two (2) people overnight (including dens, studies, living rooms, lofts, etc. which could accommodate a sofa-bed or similar) will equal one (1) Service Factor; and
- iii. Total square footage, where the total square footage divided by 800, rounded to the nearest whole number.

Discharge Weights:

Bath Tub (hot/cold)	3.0
Shower Stall	2.0
Showers (group) per head	3.0
Drinking Fountain	0.5
Dishwasher – domestic	2.0
Dishwasher – commercial	25.0
Kitchen Sink – domestic	2.0
Kitchen Sink – domestic with waste grinder	3.0
Kitchen Sink – commercial	25.0
Lavatory (hot/cold)	2.0
Sink	3.0
Urinal – pedestal, siphon jet, blowout (flush valve)	8.0
Urinal – stall or wall type	4.0
Water Closet – tank operated	4.0
Water Closet – flush valve operated	8.0
Clothes Washer -- domestic	2.0
Clothes Washer -- commercial	10.0

The DCC amount payable is the number of Service Factors multiplied by \$1400.00, plus GST.