



BIG WHITE
Gas
Utility^{LTD}

APPLICATION TO AMEND RATES

For Review by:
British Columbia Utilities Commission

Submitted by:
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Order Nos: G-120-21, G-141-26, G-170-22, G-196-21
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Overview

Big White Gas Utility (the “Utility”) operates a propane distribution utility system serving residential and commercial customers in the area of Big White Ski Resort (the “Resort”). The Resort wholly owns the Utility. The Utility is currently operating under interim rates as per British Columbia Utilities Commission (the “Commission”) Order G-141-26, and otherwise the Gas Tariff accepted October 12, 2021, effective June 1, 2021.

The Utility system is made up of:

- Main and local service lines;
- A main distribution meter;
- Two vapourizers and associated meters;
- An emergency shut-down and alarm system;
- A building housing the vapourizers, meters, and emergency systems;
- Four system storage tanks: combined useable capacity of 400,000 litres;
- Several small, off-system storage tanks; and
- Meters and other parts in inventory.

The Utility leases the tanks and vapourizers from Superior Propane, which supplies the propane gas in bulk. Superior Propane also owns the main distribution meter. The Fuel Supply and Equipment Agreement, accepted by the Commission by order E-3-26 on February 12, 2026, was executed on March 18, 2026 for a five-year term. All other equipment is owned by the Utility. The property on which the propane plant (that is, the tanks, related equipment, and building) is situated is leased from the Crown.

The Utility’s customers are currently charged at rates made up of a monthly Basic Charge, a Commodity Charge, and a Consumption Charge. As the Commodity Charge is simply a flow through of the actual cost BWGU pays to Superior Propane, approximately 70% or \$1.05m of total revenue of \$1.49m, BWGU must recover its non-commodity costs through the Basic Charge and the Consumption Charge. It is important to the Utility to adjust rates to reflect the current financial reality based on changes since 2021, and to project financials to return to financial stability.

The 2021 rate changes restored financial viability in fiscal 2022, however, the Utility incurred losses of \$25,383 in fiscal 2023, \$63,828 in fiscal 2024, \$13,810 in fiscal 2025, and loss of \$31,060 in fiscal 2026, cumulatively in excess of \$134k. Ultimately rates have not been increased since the Utility’s inception in the mid-1990s.

Further, the 2021 rates anticipated customer growth that would raise revenues; however, slower-than-expected real estate development at the Resort has meant that propane sales growth has remained flat.

In fiscal 2026, BWGU earned \$90,975 from its Basic Charge and \$283,282.20 from its Consumption Charge, for a total of \$374,257, or 24% of total revenue.

The current Basic Charge is \$45.00 per month for commercial customers, and \$10.00 per month for residential customers. These charges are set out on the special rate schedule. This Application seeks to adjust the Basic Charge as follows:

	2026	2027	2028	2029	2030
Basic Charge Commercial	\$ 55.94	\$ 58.00	\$ 60.15	\$ 62.38	\$ 64.68
Basic Charge Residential	\$ 12.43	\$ 12.89	\$ 13.37	\$ 13.86	\$ 14.37

The Consumption Charge is set as a per-litre increment over the bulk market price per litre paid by the Utility to its supplier, Superior Propane. The current rate is found by adding \$0.11 per litre to this bulk propane price. Rates are determined using a “weighted monthly average” pricing model. This Application seeks to adjust the Consumption Charge as follows:

The annual adjustment for inflation for the next five years is based on the past five years, 19.2%, to reflect compound inflation from StatsCan CPI for BC¹; which would establish the new baseline for financial viability.

	2026	2027	2028	2029	2030
Consumption Charge	\$ 0.137	\$ 0.142	\$ 0.147	\$ 0.152	\$ 0.158

With regard to bill impacts, four typical customers were analyzed, two residential, two commercial, using both a high and low season consumption, November 2025 and January 2026, and customers would see decreases of 5.0% to 2.1%.

Typical Customer Definitions Description		Existing Rates							Proposed Rates							Bill Impact							
		Consumption			Flow Through		Markup	Commodity Charge	Total Commodity	Total Invoice	Flow Through			Markup	Commodity Charge	Total Commodity	Total Invoice	Basic		Commodity		Total	
		GJ	L	Basic Charge	Flow Through	Markup				Basic Charge	Flow Through	Markup					%	\$	%	\$	%	\$	
2026																							
Residential																							
3BR in Snow Pines		2025-11-30	5.319	207990	\$10,000	\$0.464	\$0.110	\$0.574	\$119.38	\$129.38	\$	12.430	\$0.407	\$0.137	\$0.544	\$133.18	\$125.61	24.3%	\$2.43	-5.2%	(\$6.20)	-2.9%	(\$3.77)
		2026-01-31	3.88764	152007	\$10,000	\$0.477	\$0.110	\$0.587	\$89.30	\$99.30	\$	12.430	\$0.421	\$0.137	\$0.558	\$84.77	\$120.20	24.3%	\$2.43	-5.1%	(\$4.53)	-2.9%	(\$2.10)
Chalet in Featherbed		2025-11-30	19.983	750055	\$10,000	\$0.464	\$0.110	\$0.574	\$430.52	\$440.52	\$	12.430	\$0.407	\$0.137	\$0.544	\$408.17	\$420.60	24.3%	\$2.43	-5.2%	(\$22.35)	-4.9%	(\$19.92)
		2026-01-31	12.08791	472637	\$10,000	\$0.477	\$0.110	\$0.587	\$277.66	\$287.66	\$	12.430	\$0.421	\$0.137	\$0.558	\$269.58	\$276.01	24.3%	\$2.43	-5.1%	(\$14.08)	-4.9%	(\$11.66)
Commercial																							
Interl Rig White		2025-11-30	379.082	14822101	\$45,000	\$0.464	\$0.110	\$0.574	\$8,507.73	\$8,552.73	\$	55.940	\$0.407	\$0.137	\$0.544	\$8,096.03	\$8,121.97	24.3%	\$10.94	-5.2%	(\$44.70)	-5.0%	(\$430.26)
		2026-01-31	663.85814	25916353	\$45,000	\$0.477	\$0.110	\$0.587	\$15,248.82	\$15,293.82	\$	55.940	\$0.421	\$0.137	\$0.558	\$14,475.31	\$14,531.25	24.3%	\$10.94	-5.1%	(\$73.51)	-5.0%	(\$762.57)
Fogles Resort		2025-11-30	140.719	5502113	\$45,000	\$0.464	\$0.110	\$0.574	\$3,158.36	\$3,203.36	\$	55.940	\$0.407	\$0.137	\$0.544	\$2,994.20	\$3,050.14	24.3%	\$10.94	-5.2%	(\$18.96)	-4.8%	(\$153.10)
		2026-01-31	97.23232	6338419	\$45,000	\$0.477	\$0.110	\$0.587	\$3,841.35	\$3,886.35	\$	55.940	\$0.421	\$0.137	\$0.558	\$3,646.49	\$3,702.43	24.3%	\$10.94	-5.1%	(\$19.86)	-4.7%	(\$183.62)

¹ <https://www150.statcan.gc.ca/n1/pub/71-607-x/2018016/cpilg-ipcgl-eng.htm>

Customers connecting within Lands To Which Development Cost Charges Apply, Appendix A of the Tariff, are also responsible for paying a Development Cost Charge (“DCC”) of \$260 per service factor, to the extent these customers have not already developed their properties and paid DCCs. This Application does not propose adjusting the DCC charge, other than to adjust for inflation, at the levels described above, as follows:

	2026	2027	2028	2029	2030
Development Cost Charge	\$ 260	\$ 270	\$ 280	\$ 290	\$ 301

The Utility has been collecting DCC funds for the relocation of the gas plant, still foreseeable within the Big White Master Plan, as well as various other capital upgrades. These possible upgrades include:

- Gas Plant Relocation: \$500k (\$250k tank relocation cost, \$150k main reconfiguration cost, \$100k site preparation cost)
- Isolation Valves throughout the system: \$75-100k; and
- Gas Main Extensions: \$850k (un-serviced lots throughout the resort already identified within Appendix A, including Snowpines, Porcupine, and other possible looping extensions.)

The current DCC account balance stands at \$1,157,514.38. BWGU is not expecting any major new developments at Big White during the test period of this Application, so material additions to the DCC account are not forecast.

Should the Utility seek to undertake any projects that would involve expenditures from the DCC account, it will first seek Commission approval through a CPCN application.

Organization of Application

The remainder of this Application is organized as follows:

Section I sets out the relief sought.

Section II sets out the elements of the Utility's revenue requirement for each year of the test period, and compares forecast revenues to that revenue requirement.

Appendix A sets out the subdivisions in which, for still-undeveloped lots, the Utility intends to collect DCCs.

Appendix B provides a draft of the updated tariff terms and conditions, along with the rate schedules, amended to reflect the relief sought in this Application.

Section I: Relief Sought

With this Application, BWGU is seeking to refine, reduce and finalize the rate changes approved by Commission Order G-141-26 for fiscal 2027. In addition, the Utility is seeking new rates for the subsequent four fiscal years, making a five-year test period. The Utility's fiscal year begins on June 1st.

The Utility is seeking the following amendments to its tariff:

1. New terms and conditions imported, with amendments, from the Propane Supply Agreement, which results in a decrease in product price of \$0.0568, which generates savings of \$124,038/year;
2. A \$0.027 increase to Consumption Charge, to \$0.137 to generate additional revenue of \$68,838 in fiscal 2027.
3. An \$55.94 (Commercial) and \$12.43 (Residential) Basic Charge to generate additional revenue of \$22,106.93 in fiscal 2027; and
4. Incorporating a 3.7% annual adjustment for inflation each year beginning in fiscal 2028, and carrying on for the subsequent years in the test period. This reflects no forecast changes to the Utility's operating costs throughout the test period, except for the effects of inflation.
5. Various "housekeeping" amendments for clarity and consistency.

The bill impacts of the proposed changes are offset by reductions in the cost of the gas itself.

Section II: Revenue Requirements for the Test Period

Table 2.1 shows the cost elements that make up the Utility's revenue requirement for each year of the Test Period.

Table 2.1

	2021	2022	Actuals				2027	2028	Proposed		
			2023	2024	2025	2026			2029	2030	2031
Bad Debts	-	-	239.45	0.02	102.23	163.61	109.93	114.00	118.22	122.59	127.13
Bank Charges	155.05	292.61	293.00	489.04	579.44	1,037.85	1,076.25	1,116.07	1,157.37	1,200.19	1,244.60
Dues, Subscriptions & Licences	5,331.38	6,364.47	4,469.88	5,862.80	5,244.17	6,050.30	6,274.16	6,506.31	6,747.04	6,996.68	7,235.56
Entertainment - 50%	12.00	251.86	248.48	152.05	1,335.54	945.43	980.41	1,016.69	1,054.30	1,093.31	1,133.77
Fees & Penalties (non-deductible)	-	-	-	-	216.18	-	-	-	-	-	-
Freight	776.48	380.68	561.61	2,107.03	2,090.94	2,546.24	2,640.45	2,738.15	2,839.46	2,944.52	3,053.47
Fuel & Lube	3,160.08	2,014.65	2,386.46	1,756.86	288.51	12.95	1,992.40	2,066.12	2,142.57	2,221.84	2,304.05
Housing on Mtn	9,987.51	9,988.91	-	-	-	-	-	-	-	-	-
Insurance	11,212.98	14,182.14	22,168.23	8,931.71	13,063.92	14,352.99	14,884.05	15,434.76	16,005.85	16,598.06	17,212.19
Legal	6,539.23	927.32	10,073.30	5,190.21	4,315.27	4,399.78	4,582.57	4,731.39	4,906.45	5,087.99	5,276.24
Management Fees	18,000.00	30,000.00	14,400.00	12,000.00	12,000.00	12,000.00	12,444.00	12,904.43	13,381.89	13,877.02	14,390.47
Office Expenses	61.08	702.49	100.10	4,260.61	158.10	383.33	397.51	412.22	427.47	443.29	459.69
Parts & Materials	1,257.59	853.93	1,710.39	885.53	85.22	(248.03)	1,000.00	1,037.00	1,075.37	1,115.16	1,156.42
Passenger Vehicles	2,530.63	9,328.01	28,358.46	29,799.54	32,079.23	25,289.34	26,225.05	27,195.37	28,201.60	29,245.06	30,327.13
Postage	115.84	120.48	68.26	75.81	71.80	49.60	51.44	53.34	55.31	57.36	59.48
Professional/Consulting Fees	48,527.13	25,274.15	91,391.67	33,198.00	37,910.00	44,760.60	46,416.74	48,134.16	49,915.13	51,761.99	53,677.18
Property Taxes	5,441.94	5,211.75	4,801.65	5,037.09	5,182.04	5,561.90	5,767.69	5,981.09	6,202.40	6,431.88	6,669.86
R & M - Equipment	6,564.00	3,181.23	2,300.62	5,842.18	5,682.46	27,517.78	28,535.94	29,591.77	30,686.66	31,822.07	32,999.49
R & M - Software	-	135.00	1,187.19	1,745.64	5,268.92	11,618.57	5,463.87	5,666.03	5,875.68	6,093.08	6,318.52
Snow Removal	6,428.00	5,150.50	7,807.00	1,969.00	-	3,104.50	6,700.92	6,948.86	7,205.96	7,472.58	7,749.07
Supplies - Operating	8.35	28.93	600.15	474.28	761.88	547.26	567.51	588.51	610.28	632.86	656.28
Telephone	746.21	840.28	807.63	982.49	878.92	868.13	900.25	933.56	968.10	1,003.92	1,041.07
Training & Recruitment	20.95	102.87	14.50	429.97	149.49	3,532.11	3,662.80	3,798.32	3,938.86	4,084.60	4,235.73
Travel	-	532.63	191.06	-	-	1,000.00	1,037.00	1,075.37	1,115.16	1,156.42	1,198.42
Utilities - Electricity	2,463.10	3,376.34	2,673.76	2,680.41	3,325.72	2,430.86	2,520.80	2,614.07	2,710.79	2,811.09	2,915.10
Amortization	9,798.18	8,997.62	9,793.92	9,737.76	6,098.99	5,703.42	5,914.45	6,133.28	6,360.21	6,595.54	6,839.58
Income Taxes - Current Federal	27,911.00	33,045.00	(6,196.00)	(16,169.00)	(3,238.00)	61.00	16,200.00	16,799.40	17,420.98	18,065.55	18,733.98
Interest Charges	-	-	-	-	135.62	94.06	97.54	101.15	104.89	108.77	112.80
Wages	62,178.09	118,004.04	148,304.09	171,681.03	192,261.69	263,926.25	208,785.00	216,510.05	224,520.92	232,828.19	241,442.83
Profit	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	60,000.00	62,220.00	64,522.14	66,909.46	69,385.11
Revenue Requirement	279,226.80	329,297.89	398,754.86	339,220.06	376,048.28	486,709.83	465,171.73	482,383.09	500,231.26	518,739.82	537,933.19

The Utility has established the Revenue Requirement based on actual Fiscal 2026 numbers, with adjustments applied to the expense items as follows:

- Fuel & Lube has been partially re-allocated in 2025 and 2026 with regular fuel assigned to Passenger Vehicles and only diesel and marked fuel remaining in this category. Consequently, the projection is based on a five-year average from 2021-2025.
- Parts and Materials is a combination of safety equipment, masks, seals, and similar items. This expense was extraordinarily low in fiscal 2026. Consequently, the projection is based on a five-year average from 2021-2025.
- R&M Software was exceptionally high in 2026 on the basis of a one-time software upgrade and implementation project, so is based on 2025 rates.
- Snow Removal was artificially low in 2025 and 2026 on the basis of warmer temperatures and reduced precipitation, and consequently is based on a three-year average from 2021-2023.
- Training & Recruitment, as well as Travel, are increased to reflect the departure of our Vice-President and Chief Operator, and need to develop and train new staff.

- Wages is the most impactful expense, and has been re-evaluated to project actual wages and benefits for the next fiscal year. It normalizes the fluctuating staffing levels and expenses from fiscal 2026.
- For all other expenses, a 3.7% per year inflationary increase, consistent with recent experience and public forecasts.
- Income Taxes were re-established on the basis of targeted contribution at 27%.
- Big White Utilities operates three entities, and Management, Operators, and Overheads are allocated Water (40%); Gas (20%); Wastewater (40%).

The Utility believes it is prudent to base financial projections on the expectation of no material real estate development in the test period. Projections are based on average consumption over the past two years, of 2,183,771 litres/year, in order to project net income as per Table 2.2:

Table 2.2

	2027	2028	2029	2030	2031
Variable Charge Revenue	\$ 352,119.85	\$ 365,148.28	\$ 378,658.77	\$ 392,669.14	\$ 407,197.90
Commercial Basic Revenue	\$ 52,187.36	\$ 54,118.29	\$ 56,120.66	\$ 58,197.13	\$ 60,350.42
Residential Basic Revenue	\$ 60,894.57	\$ 63,147.67	\$ 65,484.13	\$ 67,907.05	\$ 70,419.61
REVENUE	\$ 465,201.77	\$ 482,414.24	\$ 500,263.57	\$ 518,773.32	\$ 537,967.93
OPERATING COSTS	\$ 465,171.73	\$ 482,383.08	\$ 500,231.26	\$ 518,739.81	\$ 537,933.19

The Utility has experienced several years of losses: \$25,383 in fiscal 2023, \$63,828 in fiscal 2024, \$13,810 in fiscal 2025, and \$31,060 in fiscal 2026, cumulatively in excess of \$134k. With this Application, the Utility is seeking to stabilize its return to an amount consistent with the business risk it faces and the level of management effort associated with operating the Utility. The return of \$50k/year targeted in 2021, adjusted for inflation over the last five years, establishes a target of \$60k for fiscal 2027.

Dues, Subscriptions, and Licences

This expense is for the dues paid to the Utilities Commission, and fees paid for Crown leases on easements.

Freight

This expense relates substantially to shipping gas meters to Barchard Engineering Ltd. in Edmonton for required maintenance and re-certification.

Fuel and Lube

This expense relates substantially to the marked fuel and diesel requirements used by the Utility. It is a 20 per cent allocation of the total fuel and lube costs of the utility vehicles (see Passenger Vehicles).

Insurance

Insurance is purchased to cover all three Big White Utilities, and allocated 20% to the Gas Utility.

Legal

Legal fees are exclusively paid to outside counsel, which has generally been the firm of Pushor Mitchell in Kelowna. Expenses have typically been for matters such as title searches, annual corporate filings, right of way easements, and other routine legal matters.

Management Fees

This expense represents a 20% allocation of the executive and administrative salaries of Big White Staff who are responsible for the management of Big White's three utilities. The allocation represents an estimate of how each employee's time is spent.

Parts and Materials

This expense includes customer components installed from inventory and general shop stores, including valves, seals, and other parts and supplies.

Passenger Vehicles

The three Big White utilities use a total of four trucks and two snowmobiles. These costs, again allocated 20% to the Utility with the remaining costs allocated to the sewage and water utilities, are included in Table 2.1. This allocation is advantageous to the Gas Utility as independent of these economies of scale, it would still require vehicles and snowmobiles, whereas, savings accrue due to the allocation.

Professional and Consulting

These costs are for external expertise required by the Utility. The costs fall into two general areas: accounting and specialist consulting.

Accounting costs are paid primarily to the accounting firm BDO Canada LLP, and are related to preparing annual financial statements and tax filings.

Specialist consulting, which accounts for the increase to this line item, pertains primarily to the regulatory and management support that Keppel Gate Consulting Ltd. provides to the Resort's three utilities, acting effectively as a replacement for permanent senior management staff.

Property Taxes

This expense relates to property taxes paid on Crown easements and on the Crown land on which the gas plant is located.

Repair and Maintenance – Equipment

This expense relates almost entirely to meter refurbishment, both the costs of replacing in the field, as well as re-certification at Barchard Engineering Ltd.

Repair and Maintenance – Software

This expense relates to licenses for Netsuite, (accounting) and various Microsoft products, the email system, and the server.

Snow Removal

This expense relates to snow removal from the yard around the gas plant. The Utility is charged for actual hours of snow clearing required, at rates common to all customers. The critical component of this line item is the delivery of three propane truckloads every week through the wintertime, and need for staff to be able to access the facility in emergencies to service equipment. As a result, this driveway, circling the plant and serving only the gas utility, must be maintained and remain accessible through all weather conditions. The economies of scale provide a significant advantage to the gas utility.

Telephone

This expense relates to management and employee cellular telephones, and telephone equipment required for the plant alarm system.

Training

This expense relates to ensuring that in-house operators meet the current and on-going requirements of Technical Safety BC for minor system repairs, such as meter replacement. These costs also pertain to preparing and updating written operating and maintenance protocols, as well as on-site in-person training.

Amortization

The Utility's original asset value was approximately \$599k, of which approximately \$330k was funded. The resultant net asset value is approximately \$269k.

Wages

The Utility is now fully-staffed, with 7.5 full-time equivalent ("FTE") staff, to provide for adequate capacity, capability and coverage to provide on-call service at all times, and typically have operators available on site.

It is critical to note that independent of these economies of scale created amongst the three utilities, the gas utility would require 2-3 staff in and of itself in order to provide the coverage needed to respond to emergencies, to address the increasing regulatory and reporting requirements of the Utility, and to address the corporate obligations such as customer service, business administration, billing, software, and accounting.

This expense represents a 20 per cent allocation of the salaries of Staff, 1.5 FTE, who are responsible for the management of Big White's three utilities. The allocation represents an estimate of how each employee's time is spent.

Appendix 1: Pro Forma Tariff

BIG WHITE GAS UTILITY

GAS 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 or 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 or measure, or words not otherwise defined in this Gas Tariff shall have the well-known meaning given to those terms in the gas industry.

1.2 Definitions

Unless the context otherwise requires, words in this Gas 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 meter, or premises not intended to be used for overnight accommodation regardless of the number of units connected through a single meter.
Company or BWGU	Big White Gas Utility Ltd.
Customer	Any person whose application for Service has been accepted by BWGU 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 Gas Tariff. If a Customer receives Service at more than one Premises, such Customer will be considered a separate Customer for each Premises. BWGU 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 Company without application supplies Gas.
Disconnection	A physical deactivation of a Service connection, including through the removal of metering equipment and or other BWGU equipment used to provide Service, regardless of duration.
Gas or Propane Gas	Propane vapour delivered to the Customer pursuant to this Gas Tariff.

Gas Tariff	These Terms and Conditions, the Rate Schedule, and the Special Rate Schedule.
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 Utilities Commission from time to time.
Service	The provision by BWGU of Gas to a Premises
Residential Customer	A Customer with fewer than four units connected through a single meter where overnight accommodation is anticipated.
Service Agreement	The agreement setting out the rights and responsibilities of BWGU and a Customer for Service, including the application for Service accepted by BWGU (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 Gas from the Company's main to the Service Pipe location on the Customer Premises.
Service Pipe	The portion of the pipe connecting the Service Line to the regulator and meter.
Termination	Cessation of Service to a Premises under any applicable Rate Schedule or Special Rate Schedule

2. SERVICE

2.1 Application Where No Service Line Exists

Applications for Service where no Service Line exists shall be made by completing a Gas Service Application form, or any other form provided by the Company from time to time. The Company may, at its option, accept verbal applications for service. The Gas Service Application may be found [HERE](#).

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 Company from time to time. The Company may, at its option, accept verbal applications for service. The Transfer of Service Form may be found [HERE](#).

2.3 Commencement and Term of Service

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

- (1) BWGU connects or re-connects the Premises to the BWGU system; or
- (2) 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 BWGU or the Customer.

2.3 Refusal to Provide of Service and Termination

BWGU 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 BWGU when applying for Service or at any subsequent time on request by BWGU; or
- iii. Fails to provide access to Premises as required by these Terms and Conditions.

2.4 Easements and Rights-of-Way

If the Customer is not the owner of the premises or intervening property between the Premises and the Company's mains or Service Lines, the Customer shall obtain for the Company 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 supplying Gas. The Company reserves the right of rights-of-way acquisition if it determines that this is desirable.

2.5 Assignment

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

2.6 Use of Gas

The Customer shall not use or permit the use of the Gas supplied to any Premises other than the Premises covered by the relevant Service Agreement.

2.7 Termination of Service by Customer

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

2.8 No Release of Customer Obligations

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

2.9 Responsibility for Unpaid Balances

If a new Customer makes an application for Service at Premises that have an unpaid balance owing to the Company from a previous Customer, the new Customer assumes this previous balance as part of its Service Agreement, at which time the previous Customer is relieved of its obligations to the Company.

3. MEASUREMENTS, BILLING, AND PAYMENT

3.1 Meters

The Company shall install on the Premises at the point to be selected by the Company, such meter(s) and regulator(s) as the Company deems necessary, which shall be and remain the property of the Company, and the Customer shall be required to pay for such meter(s) and regulator(s) in accordance with the charges set down in the Special Rate Schedule.

3.1 Testing Meters

In the event that the Customer applies under the *Gas Inspection Act* for the testing of a meter, and by such testing it is found that the meter is recording within an allowable error of 2 per cent, the Customer shall forthwith reimburse the Company the amount specified in the Special Rate Schedule for removal and replacement of the meter for the purposes of making the test. If by testing the meter, error is found to be in excess of the allowable 2 per cent, the cost of replacing the meter will be borne by the Company.

3.2 Meter Reading

Meters will be read monthly, bi-monthly, or as the Company may otherwise elect. The Company may at its option require the Customer to read its own meter and report such reading in the manner specified by the Company. If the Customer upon request by the Company fails to read the meter and report such reading, the Company shall read the meter and charge the Consumer the special meter reading charge specified in the Special Rates Schedule.

3.3 Estimated Readings

The Company shall have the right, in the event of inability for any cause to read meters, to estimate the consumption and to render bills based upon such estimated consumption.

3.4 Billing

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

3.5 Guarantee Deposit

Applicants for the supply of Gas may, at the option of the Company, be requested to provide a guarantee of payment in the form of a cash deposit. The amount of such deposit shall not exceed the total of the estimated billings to the Customer for the three-month period of maximum consumption, or 25 per cent of the estimated annual consumption, for new customers. This deposit is security against any outstanding indebtedness of the Customer, and may, at the Company's discretion, be held by the Company until the Customer's Service is terminated. The Company may at any time in its discretion apply such deposit or any part thereof against the outstanding indebtedness of the Customer and any amount so applied shall forthwith be paid to the Company by the Customer to replenish such deposit. The amount of such deposit is not transferable or assignable.

In the event of Service Termination, such deposit plus accrued interest, determined as provided below, will be refunded to the Customer after the Company has deducted any outstanding indebtedness then owing by the Customer.

The Company shall pay interest on guarantee deposits at a rate equivalent to the current savings account interest rate employed by the Company's principal bank in the Company's service area as at the date of payment to the Customer. Such interest shall be credited annually to the Customer's billing account in the month of January.

The deposit shall cease to draw interest on either of the date it is returned, or on the date notice is sent to the Customer's last known address that the deposit is no longer required, or on the date when service is terminated.

3.6 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.

3.7 Taxes

The Customer agrees to pay any Goods and Services Tax, Social Services Tax, Sales Tax, or any other tax that the Company 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 Company's system shall be made except by the Company's authorized employees, contractors, or by other persons authorized in writing by the Company.

4.2 Installation Policy

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

4.3 Right of Refusal to Install

The Company reserves the right not to install a Service Line and Service Pipe, if, in the Company'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 Company to install a Service Line and Service Pipe or to provide Service.

4.4 Location of Service and Meter

The Company reserves the right to designate the location of the Service Line, Service Pipe, meters, and regulators, and to determine the amount of space that must be left unobstructed for the installation, and the Customer shall provide such location.

4.5 Additional Charges

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

4.6 Additional Service Connections

The Company 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 Meters Installed Within Premises

If the meter is to be installed inside the Premises, it will be installed as close as possible to the point where the Service Line enters the Premises. Where, in the opinion of the Company, it is impractical or undesirable to install the meter at the closest point to the Service Line entrance, the Customer will be charged the costs of installing all pipe within the Premises in excess of the minimum required to install the meter at the closest point to the Service Line entrance. All pipe between the main and the meter remains the property of the Company.

4.8 Access to Premises

The Customer grants the Company 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. The Company shall do as little damage and cause as little inconvenience as reasonably possible in doing such work.

4.9 Commencement of Use of Gas

The Customer agrees to commence using Gas on the Premises within three (3) months of the date of installation of the facilities, or failing to so commence using Gas, to pay the Company's Basic Charge as specified in the Rate Schedule until such times as Gas is used on the Premises.

5. BACK-BILLING

5.1 Definition

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

- 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.

5.2 Basis and Estimates

Where metering or billing errors occur, the Back-Billing will be based upon the records of the Company 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 Company.

5.3 Tampering

If there are reasonable grounds to believe that the Customer has tampered with or otherwise used the Company'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 Company will refund to the Customer all money incorrectly collected for the duration of the error, subject to the applicable limitation period provided by law. Simple interest, computed at the short-term bank loan rate applicable to the Company 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 Company 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 Company 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 Company will not threaten or cause the discontinuance of service for the Consumer'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 Company 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 Company 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 Pipes, Service Lines, meters, regulators, attachments, and equipment placed on the Customer's Premises shall remain with the Company, with right of removal, and no charge shall be made by the Customer for use of its Premises occupied thereby. This paragraph shall not apply to appliances or goods sold directly to the Customer by the Company.

6.2 Protection of Meters and Regulators

The Company shall maintain meters and regulators, provided that the Customer shall protect the same and shall be liable for all damage thereto except damage caused by the negligence of the Company and by ordinary wear and tear.

6.3 Maintenance and Service Line and Service Pipe

Maintenance of the Service Line and Service Pipe shall be the responsibility of the Company, provided that the Customer shall protect the same and shall be liable for all damage thereto except damage caused by the negligence of the Company and by ordinary wear and tear. The Customer must advise the Company in advance of any excavation work to be conducted on the Premises and shall immediately advise of any damage occurring to the Service Line or Service Pipe. The Customer must advise the Company immediately of any damage to the Service Line or Service Pipe.

6.4 Moving Meters

The Company may charge the Customer the amount specified in the Special Rate Schedule for moving a meter from one location to another within the Premises in the event such moves are made at the request of the Consumer.

6.5 Access to Premises

The Company shall have free access at all reasonable times to the Premises whether or not the Owner or occupant is in the Premises, for the purpose of reading meters, turning gas on or off, stopping leaks, examining pipes, connections and fittings, and the use made of Gas by the Customer, and to test, repair, or remove said meter or regulators. Such right of access shall include excavation and backfill for repair or replacement of pipe. In situations of perceived emergency, the Company may use reasonable force in securing access to its equipment for inspection, disconnection and repair.

6.6 Termination of Service

In the event the supply of Gas is cut off for any reason whatsoever, the Company shall not be obligated to remove the Service Line or Service Pipe installed in the Customer's

property. Upon Termination of Service to the Customer, the Company shall effectively seal the Service Pipe.

7. DISCONTINUANCE OF SERVICE

7.1 Reasons for Discontinuance

The Company reserves the right to discontinue the supply of gas and/or to remove its property from the Consumer's Premises at any time provided proper notice has been provided to the Customer. Without limiting the generality of the foregoing, the Company reserves the right to discontinue the supply of Gas for any of the following reasons:

- i. Due to failure, temporary or permanent, of the availability of gas;
- ii. For necessary repairs on any point on its system;
- iii. For non-payment of any indebtedness when due;
- iv. For failure of the Customer to pay any guarantee deposit or increase thereof forthwith on demand;
- v. Assignment in bankruptcy or insolvency of the Customer;
- vi. The use by the Customer of defective pipe, appliances or gas fittings, or the demand by the Customer for the supplying of Gas in such manner as may be in the Company's opinion likely to lead to a dangerous situation;
- vii. Use by the Customer of Gas contrary to these Terms and Conditions;
- viii. Misrepresentation by the Customer in relation to the use of Gas or the amount consumed;
- ix. Moving of the Customer from the Premises;
- x. Inability of the Company to gain admittance to the Premises to read the meter for a period of six (6) consecutive months;
- xi. Termination in any manner;
- xii. Discontinuance of the use of Gas on the Premises;
- xiii. Failure to make proper application for gas service; or
- xiv. In event of fire, flood, explosion or other emergency in order to safeguard persons or property against the possibility of injury or damage.

7.2 Reconnect Fees

On each occasion when Service is Terminated at the Customer's request, or as a result of the failure of the Customer to comply with these Terms and Conditions, and Service is subsequently provided to the Customer at the same Premises, the reconnection fee specified in the Special Rate Schedule will be charged. In the event that the meter and regulator are removed and replaced on the same Premises within one (1) year of removal, the Company will charge a fee for resetting the meter and regulator as specified in the Special Rate Schedule. Until such charges together with any other indebtedness by the Customer to the Company are paid, the Company may, at its discretion, refuse to provide Service.

8. OTHER CHARGES OR PAYMENTS

8.1 Services Provided at No Charge

The Company 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 gas odour, leak, fume, and no-heat calls, provided the Customer has made repairs or performed any maintenance which the Company advised was required during a previous response or inspection;
- iii. Any service that, in the Company's opinion, is required to ensure public and Company safety and the maintenance of Company equipment, but not including any parts or labour used to repair Customer's equipment.

9. RESPONSIBILITIES OF CUSTOMERS AND THE COMPANY

9.1 Transfer of Risks, Title, and Possession

The Company shall be deemed to own and control all Gas to be delivered to the Customer and shall have the risk thereof until it shall have been delivered to the Customer at the property line of the Premises, after which the Customer shall be deemed to own and be in control and possession of the Gas and have the risk with respect to the utilization or presence of the Gas.

9.2 Force Majeure

Notwithstanding any other term or condition contained herein, neither the Customer nor the Company 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, temporary failure of gas supply, an act or omission (including failure to deliver gas) of a supplier of gas to the Company, 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.

9.3 Waste of Gas

The Customer shall use due care to prevent any waste of Gas and will immediately notify the Company in case of failure or deficiency of supply or leakage of Gas.

10. DEVELOPMENT COST CHARGES

10.1 Payment of Development Cost Charges

Development Cost Charges (DCCs) owing are payable to BWGU prior to the commencement of Service, at time of subdivision and building permit.

10.2 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.

11. INDEMNITY

- i. The Customer releases and absolves the Company from any and all liability for damage caused to the Customer or its Premises as a result of any disconnection and/or Termination of Gas delivery pursuant to these Terms and Conditions and does further indemnify and save harmless the Company against any and all claims for any damage whatsoever caused to third parties or the property of third parties by the Company which result from such disconnection and/or Termination of Gas delivery, irrespective of whether such damage is caused by the Customer, 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, heating system, or equipment to function as the result of such disconnection and/or Termination.

- ii. The Consumer acknowledges that there are hazards associated with the storage and use of propane gas, and the presence and/or use of the propane gas delivery equipment, that it understands such hazards, and that it is the responsibility of the Customer to warn and protect its employees and its clients who may be exposed to such hazards. The Customer assumes all risks and liability for loss, damage, or injury to persons or its Premises or others, arising out of the delivery, presence or use of the Gas, or the presence or use of the equipment used to deliver the Gas to the Customer provided that the Company shall be responsible for loss, damage or injury arising out of negligent acts or omissions of the Company or its employees or servants.

RATE SCHEDULE

Availability	For Commercial and Residential Customers
Applicable	In the Big White Ski Resort Area
Consumption Charge	Rate per litre of metered consumption, set on a monthly basis by adding \$0.137 to the bulk market price per litre June 1, 2026, increased annually as below, inclusive of all delivery charges, service charges, taxes, and any other charges or premiums, charged to the Company by Superior Propane Inc., determined on a first-in-first-out basis.
Conversion	1.0 gigajoule is equal to 39.1 litres of Gas.
Basic Charge	Rate per month, regardless of billed consumption. See Special Rate Schedule

	2026	2027	2028	2029	2030
Consumption Charge	\$ 0.137	\$ 0.142	\$ 0.147	\$ 0.152	\$ 0.158

SPECIAL RATE SCHEDULE

Special Charges	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 Gas Services to the Customer's Premises.
Meters and Regulators	Cost plus 15 per cent	Meters and regulators sold to Customers at the time of new connections.
Meter Testing	Cost plus 15 per cent	Removal or any meter for the purposes of testing pursuant to the <i>Gas Inspection Act</i> , where that meter is found to be within allowable error of 2 per cent.
Meter Reading	\$25.00	Special meter reading charge.
Late Payment Fee	24 per cent per annum (2 per cent per month)	Charged on overdue accounts.
Installation Policy	Cost plus 15 per cent	Connection charge for that portion of the Service Line between the property line and the meter setting.
Basic Charge (per month)	2026: Commercial: \$55.94 Residential: \$12.43	See Rate Schedule. Adjusted Annually Adjusted Annually
Moving Meters	Cost plus 15 per cent	Charge for moving meter at request of Customer.
Reconnect Fee A	\$300.00	Basic reconnection charge, where meter has been locked-off.
Reconnect Fee B	Cost plus 15 per cent	Charge for resetting meter and regulator, where regulator and meter have been removed.
Bank Charges for Insufficient Funds	\$50.00 plus bank Charges	Charge for any payments returned or not completed for insufficient funds.

	2026	2027	2028	2029	2030
Basic Charge Commercial	\$ 55.94	\$ 58.00	\$ 60.15	\$ 62.38	\$ 64.68
Basic Charge Residential	\$ 12.43	\$ 12.89	\$ 13.37	\$ 13.86	\$ 14.37

DCC SCHEDULE

Applicable to Customers connecting is Subdivisions listed in Appendix A. The

number of Service Factors will be the greater of:

- (a) 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;
- (b) 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
- (c) 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

June 1, 2026 the DCC shall be \$260/service factor, increased annually as below:

	2026	2027	2028	2029	2030
Development Cost Charge	\$ 260	\$ 270	\$ 280	\$ 290	\$ 301

Appendix A

Lands to Which Development Cost Charges Apply

District Lot	Development Name
4109s	Main Village
4168s	Chateau Blanc / Ridge Day Lodge
4176s	Snow Pines I
4183s	Chateau Blanc / Ski Patrol Hut
4186s	Kettleview Road
4203	White Forest Developments*
4213	Snow Pines II **
4217	Stonebridge
4222	Feathertop***
4228	Gondola Woods
4229	Woodcutter Cabins
4237	Woodcutter Cabins
4246	Black Forest Day Lodge
4247	Monashee Ridge
4248	Grizzly Ridge
4254	Black Forest Development Phase 1
4256	Black Forest Development Phase 1
4257	Black Forest Development Phase 2
4258	Black Forest Development Phase 2
4259	Black Forest Development Phase 2
4260	Black Forest Development Phase 2
4266	Black Forest Day Lodge
4270	Black Forest Development Phase 1
TBD	Black Forest Development Phase 3
TBD	Black Forest Development Phase 4
*	Includes Bullet Creek Cabins, White Forest Estates, Raven Ridge Road and Whitehorse Lane
**	Includes Grizzly Ridge, Silver Tip Landing and The Forest
***	Includes Feathertop Estates, Sundance Resort, Terraces and Copper Kettle Lodge