WATER UTILITY ACT

WATER TARIFF NO. 4

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RATES AND TERMS AND CONDITIONS
For
WATER SERVICE
Near
PARKSVILLE, BRITISH COLUMBIA
By
EPCOR WATER (WEST) INC.
10-D 1343 Alberni Highway
Parksville, British Columbia
V9P 2B9

Contact Person(s)

Gary Martens, Service Manager
EPCOR Water (West) Inc.

Deleted: Greg Hogge

This Tariff is available for public inspection between the hours of 8:30 am and 4:30 pm on business days at:

#10-D 1343 Alberni Highway
Pine Tree Centre
Parksville, British Columbia

Accepted for Filing by the
Comptroller of Water Rights

Effective: [•]

Secretary to the Comptroller

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DEFINITIONS

In this Tariff the following definitions shall apply:

(a) "Authorized Premises" means Premises which are entitled to, and authorized for, service in accordance with the Certificates of Public Convenience and Necessity for the Utility.

(b) "Complex" means a structure, including an apartment or condominium, that contains more than one Unit and includes mobile home parks, campgrounds, recreation centres, golf courses, cemeteries, hospitals, and farms.

(c) "Comptroller" means the Comptroller of Water Rights under the *Water Act*, RSBC 1996, chapter 483 and includes any Person designated in writing by the minister as acting, deputy or assistant comptroller.

(d) "Customer" means any Person who is the owner or lessee of an Authorized Premises and whose application for Water Service has been accepted by the Utility and includes any other Person who has been or is a user of Water Services supplied by the Utility and may include a developer, contractor or other Person depending on the context.

(e) "Force Majeure" means events or circumstances not reasonably within the control of the Utility, including acts of God, strikes, lockouts or other industrial disturbances, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, tsunami, fires, storms, floods, high water, washouts, inclement weather, orders or acts of civil or military authorities, orders or acts of public health authorities, civil disturbances, explosions, breakdowns or accidents of equipment, mechanical breakdowns, intervention of federal, provincial or local governments or any of their respective agencies or boards, the order or direction of any court, and any other cause, whether of the kind enumerated herein or otherwise, provided that lack of funds shall not constitute a circumstance not reasonably within the control of the Utility.

(f) "Person" includes a corporation and the heirs, executors, administrators or other legal representatives of a person.

(g) "Plumbing Code" means the British Columbia Plumbing Code, as in effect from time to time.

(h) "Premises" means land and any buildings and other structures thereon.

(i) "Rates" means the prices to be paid by a Customer for Water Service provided to the Customer, as prescribed in the Schedules attached to this Tariff.

(j) "Single Family Residential Equivalent" means and includes a single family dwelling unit intended for the use or occupancy by one or more individuals as a non-profit household, and includes a townhouse and side- by- side duplex up to 3 bedrooms per unit.

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(k) "Unit" means a unit of accommodation occupied, or to be occupied, separately by a Customer and, without restricting the generality of the foregoing, includes the separate units of accomodation in all dwellings.

(l) "Utility" means EPCOR Water (West) Inc.

(m) "Waterworks" means the waterworks of the Utility, including without limitation the plant, pipes, equipment, apparatus, appliances, fixtures, property and facilities employed to provide, or in connection with providing, the supply of water to the property line of Customers' Premises.

(n) "Water Service" or "Water Services" includes, but is not limited to, the supply of water provided by the Utility to the Customer and the plant, pipes, equipment, apparatus, appliances, fixtures, property and facilities employed to provide, or in connection with providing, such supply to the property line of the Customer's Premises, and may also include meter-reading and billing.

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TERMS AND CONDITIONS

A. Connection of Water Service

1. Application for New Water Service Connections

Applications for new Water Service shall be made at the office of the Utility by the owner or lessee of the Premises for which Water Service is required, or by a duly authorized agent thereof.

All applicant(s) must use the form provided by the Utility and must truthfully disclose:

(a) the full name of the applicant(s);

(b) the full name and current address of the Premises owner;

(c) a detailed description of the intended water use, as determined and evaluated by the Utility or its authorized agent in its sole discretion; and

(d) the legal description and street address of the Premises to be supplied.

Where the applicant is not the owner of the Premises for which the Water Service is requested, written authorization from the owner of the property for the installation of a new Water Service connection must be provided.

The application must bear the legal signature of each applicant before it shall be considered by the Utility.

2. Service Connection Applications

The Utility shall determine the terms and conditions under which a new Water Service connection shall be provided. The Utility reserves the right to refuse the application if the terms and conditions are not met.

3. Security Deposit Requirement

As a condition precedent to the granting or renewal of Water Service, the Utility may require an applicant, either for Water Service or for a renewal of Water Service, to enter into a written agreement with and/or provide monetary or other security to the Utility, not to exceed the estimated charges for providing Water Service for two billing periods.

4. Water Service Connection to Mains

Water Service connections will be made only to Premises fronting on a gazetted road or highway along which a water distribution main is in place.

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5. Water Service Connection Location

If a Premises abuts on two separate streets or roads, the Water Service connection shall be made from the street or road that any building faces or will face when constructed or from the street or road used for the building's municipal address.

If a building has not been constructed on, and a municipal address has not been established for, a Premises, the property line having the shortest length adjacent to a street or road will be the location in which a Water Service connection is provided.

Water Service connections will not be permitted into a panhandle access to a lot, if the lot also has a frontage on another gazetted road.

6. Customer's Pipes and Fixtures

The Customer is responsible for the installation and maintenance of the Customer's waterworks, including pipes and fixtures, within the boundaries of the Premises being serviced from the Customer side of the meter, including the service connection to the meter, unless the Utility and the Customer otherwise agree in writing. All service connection materials (including all service pipes and other fixtures) installed within the Customer's Premises must comply with the Plumbing Code. The Customer's waterworks remain the sole responsibility of the Customer**.**

No service pipes or fixtures on the Premises shall be covered until they have been inspected and approved by the municipal plumbing or building inspector or other appropriate authority and the Utility shall not turn on the water until it is satisfied that they have been inspected and approved.

7. Installation of Pressure Regulating Devices

At the expense of the Customer, pressure regulating devices shall be installed pursuant to the Plumbing Code in order to reduce the pressure of the Water Service within the Customer's Premises and to protect the waterworks of the Customer.

8. Size of Distribution Main for Service Connection

The minimum permissible size or diameter of all new water distribution mains shall be one hundred fifty (150) millimeters (six (6) inches) except within a cul-de-sac or other dead end termination where future extensions are precluded, where a one hundred (100) millimeters (four (4) inch) diameter pipe may be used. Where a fire hydrant is located on such a branch the portion of the pipe supplying the hydrant shall be a minimum 6" diameter.

9. Metering of New Water Service Connections

All new Water Service connections must be metered**.**

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10. Size of Supply Pipe to Property

The minimum size of pipe that may be used to serve any one Premises shall be nineteen (19) millimeters (three quarters (0.75) of one inch) nominal diameter.

11. Depth of Service Pipes on Property

All waterworks within the boundaries of the Premises to be serviced must be situated below the maximum depth of frost penetration and, in any event, below ground surface at a minimum depth of sixty (60) centimeters (two (2) feet).

12. Connection Policy for Individual Units and Complexes

(a) Each Unit on a Premises with a single structure that contains four (4) or fewer Units must have a separate metered Water Service connection.

(b) Complexes may have either a single metered Water Service connection to serve the entire Complex, or at the request of the owner(s) and with the agreement of the Utility, more than one metered Water Service connection.

13. Water Service Connection Where No Main Exists

If an application is made for Water Service connection for a Premises and no water distribution main fronts the Premises, the Water Main Extension Rules set out in Section F of these Terms and Conditions will apply.

14. Applicable Charges and Payment for a New Water Service Connection

At the time an application is approved for Water Service to a Premises:

(a) that fronts on a gazetted road or highway in which a water distribution main is in place;

(b) from which the Water Service connection will be made; and

(c) which has not previously been connected for Water Service;

the applicable charge prescribed in Schedule A of this Tariff shall apply and the charge must be paid in full by the Customer or an agent or representative thereof, prior to the commencement of any work by the Utility. In those cases where the Water Service connection will be provided at cost, the provisions of Subsections 17 and 18 of this Section A will apply.

15. Additional Costs and Expenditures for a Water Service Connection

The specific connection charges prescribed in Schedule A of this Tariff are for a maximum length of twenty (20) meters (sixty six (66) feet) of service pipe and, where necessary, for crossing a paved roadway not more than seven (7) meters (twenty three

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(23) feet) wide, but do not include the cost of boring under a paved area or replacing pavement if it is necessary to cut an open ditch through the paved area.

The Customer shall pay all additional costs for boring under pavement, or attempts to bore under pavement, for cutting and repairing pavement where it is deemed necessary by the Utility and for drilling and blasting rock where these procedures are required during the installation of the Water Service line.

16. Responsibility for Costs

In those cases where the Utility provides work or service to the Customer not covered by a specific charge or fee prescribed in Schedule A or another Schedule of this Tariff, the Customer shall pay any and all costs of the work or service as determined by the Utility as provided in Section 2 of Schedule H of this Tariff.

17. Payment Procedure for Costs and Expenditures

Where Schedule A of this Tariff provides that a Water Service connection will be provided at the Utility's cost, the Utility shall provide the Customer with a written estimate of the total cost of the connection, which shall include any and all connection and application charges. Upon receipt of such estimate, and prior to the commencement of any work, the Customer shall make an advance payment to the Utility of the full amount estimated.

18. Reconciliation of Advance Payment and Actual Costs for Connections

The Utility shall provide the Customer with a detailed calculation of the actual total cost of the Water Service connection.

Where the total cost of the Water Service connection, including the applicable connection and application charges, is less than the advance payment deposited with the Utility, the Utility will refund the difference, without interest, to the Customer.

Where the total cost of the Water Service connection, including the applicable connection and application charge, exceeds the advance payment deposited with the Utility, the Utility will bill the Customer for the difference and the Customer will pay the invoice immediately upon receipt. The Utility will not be required to turn on the Water Service until the invoice is paid in full.

19. Misrepresentation

Any misrepresentation on the part of the Customer shall be considered sufficient grounds for refusal to provide Water Service, or if the Water Service has already been connected, sufficient grounds to discontinue all Water Service without notice.

If Water Service is disconnected, no Water Service shall be reconnected without provision of a security deposit in an amount as determined by the Utility, not to exceed

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the estimated charges for providing Water Service for two billing periods. The security deposit will be held by the Utility until such time as the Customer no longer requires Water Service. A service charge as prescribed in Schedule H of this Tariff must also be paid before Water Service will be reconnected.

20. Rejection of Water Service Connection Application

The Utility shall have the right to decline an application for the installation of a Water Service connection where the Regional District of Nanaimo, British Columbia or another approving authority will not permit the cutting of pavement and solid or blast rock or other impediment, in the opinion of the Utility, makes boring impractical and/or impossible.

21. Renovation of Premises

If the renovation of Premises with an existing Water Service connection involves significant change to water use on the Premises, then the Utility may require a new Water Service connection to be provided and the applicable costs charged to the Customer as provided in Section 2 of Schedule H of this Tariff.

22. Ownership of Waterworks Assets

The Waterworks, and the plant, pipes, equipment, apparatus, appliances, fixtures, property and facilities and all of the other assets comprising the Waterworks of every nature and kind (whether constructed at the Customer's expense or the Utility's expense) shall be and remain the property of the Utility.

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B. Water Meters

1. Supply, Installation and Maintenance of Water Meters

Except as otherwise provided in this Subsection 1 of this Section B, the Utility shall, at the cost of the Customer, supply, install and maintain the water meter in accordance with industry standards, American Waterworks Association (AWWA) specifications and these Terms and Conditions.

The Utility reserves the right to require that a project developer supply and install the water meter(s) for the project. The water meter requirements are as follows:

(a) the requirements of Subsection 12 of Section A will apply;

(b) the brand of water meter must be approved by the Utility;

(c) the water meters are to register in cubic meter and be supplied with a remote readout or touch read pad as prescribed by the Utility;

(d) the remote readout or touch read pad must be accessible by the meter reader; and

(e) the water meter shall become and remain the property of the Utility.

2. Location of Water Meter

The water meter shall be set and placed approximately thirty (30) centimeters (twelve (12) inches) outside the property line of the Premises to which Water Service is to be delivered, not within the driveway and at the finished grade elevation, provided that the Utility can make exceptions as is deemed necessary. The Utility reserves the right to specify where the water meter must be installed.

3. Water Meter Connections

Unless expressly agreed otherwise, the Utility shall install the water meter and appurtenances to the Utility's Waterworks. Installation of water meters by the Utility will be in accordance with the Plumbing Code and manufacturer's requirements.

4. Defective or Inaccurate Water Meters

In cases where a water meter either fails to register or does not properly indicate the flow of water, the provisions for estimating water consumption under Subsection 8 of Section D will apply.

5. Willful Interference with a Water Meter

No Person, who is not an authorized agent or employee of the Utility, shall make any connections with, tamper with, or willfully alter, or cause to be altered, any of the Utility's Waterworks within any street or land or within the Utility's rights-of-way or

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property or any water meter placed upon any service pipe or connection therewith, within or without any house, building, or other place or structure, so as to lessen or alter the amount and/or flow of water registered, unless specifically authorized by the Utility for that particular purpose and occasion.

6. Damage to Water Meter

If a water meter is lost, damaged or destroyed, the Customer shall pay for the cost of meter replacement or meter removal, repair or reinstallation.

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C. Integrity of Waterworks System

1. Cross-Connections Creating a Potential Hazard for Contamination

The Customer shall not permit the waterworks on the Customer's Premises to be connected to any source of water other than that of the Utility or to any potential source of contamination. In any event, the Customer shall notify the Utility without delay of any contamination that is discovered.

In addition to any other requirements of the Utility, if a mechanism to prevent back-flow is necessary to comply with the Plumbing Code 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.

2. Maintenance of Back-flow Prevention Devices

Any device installed for the purpose of controlling back-flow shall become the responsibility of the Customer, who must ensure that the device remains in proper working order.

3. Annual Testing of Back-flow Prevention Devices

Any Customer for whom a back-flow prevention device is installed, shall ensure it is tested and in working order at the time of installation, and tested at least once per annum (every 12 months) by a certified tester of such mechanisms, pursuant to the Plumbing Code. If the back-flow prevention device does not pass inspection, it must be repaired or replaced within seven (7) days and be re-inspected at the Customer's expense.

All test results, including descriptions of any repairs, must be reported on a Back-flow Prevention Test Report Form obtained from the Utility. The form provides information for registration and maintenance in the Back-flow Prevention Cross Connection Control Data Base program used by the Utility to track and monitor annual testing of the devices. No other test report forms will be accepted by the Utility. The completed test report forms shall be returned to the Utility within 30 days after the inspection is completed.

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4. Contamination of the Waterworks System

Where, in the opinion of the Utility, any condition is found to exist which is contaminating or may contaminate the Waterworks, the Utility, at its discretion, 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 back-flow prevention device on any pipe, at the Customer's expense;

(c) discontinue any Water Service until such time that the condition is corrected;

(d) perform emergency repairs, maintenance or operations that the Utility deems necessary at the Customer's expense.

5. Responsibility for Correcting Contamination

Should the Customer responsible for the Premises fail to comply with any notice given pursuant to this Tariff concerning potential contamination, the Utility may suspend or discontinue all Water Service provided by the Utility to the Premises which are contaminating or may, in the sole opinion of the Utility, contaminate the Waterworks.

6. Provision for Back-flow Prevention for Lawn and/or Garden Sprinklers

Each and every lawn and/or garden sprinkler installation must be protected with an approved back-flow prevention device, with the minimum being the double check valve assembly, to prevent water from siphoning back into the Utility's Waterworks.

7. Misuse of Water Supply

No Person shall sell or dispose of any water supplied to a Premises for which a Water Service connection has been provided, or permit same to be carried away or used, or use water supplied to the Premises, or allow it to be used on a Premises, other than the property for which the Water Service connection has been provided.

8. Work to be Done by the Utility

No Person, who is not an agent or employee of the Utility, shall make any connections or alterations to, or tamper with, any of the Utility's Waterworks or any water meter belonging to the Utility or turn on or off any Utility stop valve or gate valve, without written authorization from the Utility.

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9. Repairs to Leaking or Defective Pipes and Fixtures

All Customers, at their own risk and expense, shall maintain their service connection pipes and other fixtures in good working order and shall protect them from frost and other damage.

If it becomes evident to the Utility that there are leaky or defective service pipes and fixtures with a Water Service connection located on any Customer Premises, the Utility shall notify the Customer of them within a reasonable time, provided that the Utility will have no responsibility to identify leaky or defective pipes and fixtures and no liability for any failure to notify, or delay in notifying the Customer of any such leaky or defective pipes and fixtures.

If the necessary repairs or alterations have not been made by the Customer within two (2) business days after notice has been given or when, in the opinion of the Utility, the condition of the pipes or fixtures is such as to cause serious waste of water or damage to property, then, without further notice, the water supply shall be cut off by shutting the stop valve or by detaching the service pipe from the main. The Water Service shall not be turned on again until such repairs or alterations have been made to the satisfaction of the Utility and all costs and service charges associated with the cut off of the water supply have been paid by the Customer. The Utility will charge the Customer for costs associated with cutting off the water supply and a service charge for reconnection after disconnection, as specified in Sections 1 and 2 of Schedule H of this Tariff.

No Person whose water supply is disconnected pursuant to this Subsection shall have any claim whatsoever against the Utility for discontinuance of the water supply.

10. Approval of Service Pipes and Fixtures

No service pipes and/or fixtures shall be covered until they have been inspected and approved by the municipal plumbing or building inspector or other appropriate authority and the Utility shall not turn on the water until it is satisfied that they have been inspected and approved in accordance with the Plumbing Code.

11. Interruptions in and Refusal of Water Service

The Utility shall have the right at all times to temporarily shut off the water supply to any Premises in order to make such repairs, renewals, alterations and extensions to the Utility's Waterworks as shall, in the opinion of the Utility, be deemed necessary. Whenever possible, the Utility will give reasonable advance notice to the Customer of the shut off.

The Utility reserves the right to refuse to install, or to permit the installation of, a Water Service connection should weather or other conditions, in the opinion of the Utility, make such an undertaking impractical.

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12. Call Out Work Restrictions

The Utility shall not be required to perform any work on pipes or fixtures that are not the property of the Utility.

13. Call Out Charge Liability

The Customer is responsible for the satisfactory operation of the Waterworks, including pipes and fixtures, within the boundary of the Premises being serviced.

If the Utility is called out on the basis of a Customer complaint relating to interrupted or diminished service, leaks or low water pressure and it is subsequently found that the fault is not in the Utility's Waterworks, then the Utility shall charge the Customer for the costs incurred by the Utility to respond to the initial Customer complaint as provided in Section 2 of Schedule H. The Customer shall pay the call out charge upon receipt of the bill for the charge. If the call out charge is not paid before the Customer's next regular water billing is processed, it shall be added to the Customer's next water billing.

If it is determined that the interrupted or diminished service, leak or low water pressure is caused by a fault which exists in the Utility's Waterworks, no charge for the call out and/or subsequent repair of the faulty pipes or fixtures shall be levied by the Utility to the Customer.

14. Frozen Pipes and Fixtures

The Customer is 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 by a Customer to clear a frozen connection or meter service and it is found that the affected pipeline or fixture is not located within the Utility's Waterworks, then the Utility will charge the Customer the costs incurred by the Utility associated with examining and/or clearing any pipelines or fixtures as provide in Section 2 of Schedule H of this Tariff. The Customer shall pay the charge upon receipt of the bill for the charge. If the charge is not paid before the next regular water billing is processed, it will be added to the Customer's next water billing.

If a frozen connection or meter service is found to exist within the Utility's Waterworks, then no charge for thawing the Waterworks shall be levied by the Utility to the Customer.

The Utility may, as it deems necessary during very cold spells in the winter, require that the Customer leave a faucet running very slowly so as to prevent the Water Service line from freezing. In these cases, the Utility will adjust the water bill of the Customer to reflect the applicable charge for base consumption.

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15. Maintenance of Hydrants/Standpipes

In accordance with a certain service agreement with the Regional District of Nanaimo, British Columbia, the Utility provides maintenance of the hydrants and standpipes within the Utility's licensed area. The Utility will inspect, test, maintain and operate each hydrant and standpipe on an annual basis.

The Utility will inspect and service fire hydrants in accordance with the service agreement.

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D. Service Issues

1. Change in Customers

(a) If a Person, who is not a Customer of the Utility, becomes the owner or lessee of the Premises to which Water Service is provided, the owner or lessee, as applicable, must apply for a transfer of the Water Service and become a Customer of the Utility.

(b) When there is a change in the Person who is the Customer, through a change in ownership of the Premises to which Water Service is provided or a change in the leasing of the Premises, Water Service to the Premises may be disconnected as provided in Subsection 7 of Section I of these Terms and Conditions if all outstanding water bills for Water Service provided to the Premises prior to such change have not been paid when due.

2. Alternate Water Billing

If the Customer is the owner of the Premises to which Water Service is provided, is leasing the Premises to a lessee, and requests that the water bill be sent to the lessee, the Customer shall be required to complete an authorization form using the form provided by the Utility. The authorization form will authorize the Utility to send the water bill in the name of the Customer to the lessee and will require the following information:

(a) the legal description of the Premises; and

(b) the current municipal address, including postal code, and telephone number of the Customer.

The authorization form must also bear the legal signature of the Customer before the Utility will consider it.

Notwithstanding that the water bill is sent to the lessee, the Customer will remain responsible for payment of the bill. If the lessee vacates the Premises leaving an outstanding water bill or for any other reason does not pay a water bill when it becomes due, the owner of the Premises shall be responsible to pay the balance owing on the water bill. If the water bill is not paid when due, Water Service to the Premises may be discontinued as provided in Subsection 7 of Section I of these Terms and Conditions.

3. Reasonable Access to Premises

(a) Easements and Rights-of-Way

At the request of the Utility, a Customer shall grant or cause to be granted to the Utility, without cost to the Utility, such easements or rights-of-way over, upon or under property owned or controlled by the Customer as the Utility reasonably requires for the construction, installation, maintenance, repair and operation of the Waterworks required for Water Service to the Customer and the performance of all other obligations required

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for Water Service to the Customer and the performance of all other obligations required to be performed by the Utility under this Agreement.

(b) Right of Entry

i. The Utility's employees, duly authorized representatives and agents shall have the right to enter a Customer's Premises at all reasonable times, or at any time during an event of Force Majeure, for the purposes of making connections or disconnections, reading meters, inspecting Waterworks and appurtenances, inspecting for back-flow prevention devices and/or possible cross-connections, or documenting or checking on the use, waste, or misuse of water and for any other purpose incidental to the provision of Water Services. A Customer shall not prevent or hinder the Utility's entry to the Customer's Premises for any such purpose. Without limiting the generality of the foregoing, the Utility has the right to enter a Customer's Premises at any reasonable hour to:

(1) install, inspect, test, repair or remove Waterworks;

(2) perform necessary maintenance to the Waterworks;

(3) investigate or respond to a Customer complaint or inquiry; or

(4) conduct an unannounced inspection where the Utility has reasonable grounds to believe that theft of Water Services or interference with the Waterworks has occurred or is occurring.

ii. The Utility shall make reasonable efforts to notify the Customer in advance of entering a Customer's Premises or to notify any other person who is at the Customer's Premises and appears to have authority to permit entry, except:

(1) in cases of emergency;

(2) where entry is permitted by order of a court or other authority having jurisdiction;

(3) where otherwise legally empowered to enter; or

(4) where the purpose of the entry is in accordance with Section D, subsection 3(b)(i)(4) of these Terms and Conditions.

iii. 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 the service during normal business hours of the Utility, the Customer shall be required to pay applicable charges (plus labour overtime charges for

any service provided after regular working hours) as provided in Schedule H of this Tariff to provide the service.

4. Interruptions in Service

The Utility shall have the right at all times to suspend or terminate the supply of water to any Premises without any advance notice, in order to effect emergency repairs, replacements, alterations, or extensions to the Waterworks as the Utility deems necessary. However, for interruptions in excess of 48 hours, a proportionate rebate will be allowed to Customers served on flat rates.

5. Pressure, Supply and Quality

The Utility does not guarantee pressure or continuous supply of water, nor does it accept responsibility at any time for the maintenance of pressure on its lines or for increases or decreases in pressure. The Utility shall not be liable for any damage caused by a discontinuance or interruption in the water supply including for the purpose of repairing, renewing, altering, extending, maintaining, or cleaning the Waterworks or for the connection of a water distribution main extension. The Utility reserves the right at any and all times, without notice, to change operating Water Service for the purpose of making repairs, extensions, alterations or improvements, or for any other reason, and to increase or reduce pressure at any time. Neither the Utility, its directors, officers, employees or agents shall incur any liability of any kind whatsoever by reason of the cessation in whole or in part of water pressure or water supply, or changes in operating pressures, or by reason of the water containing sediments, deposits or other foreign matter including contaminants. Customers depending on a continuous and uninterrupted supply of water or having processes or equipment that require particularly clear or pure water shall provide such emergency storage, over-size piping, pumps, tanks, filters, pressure regulators, check valves, additional service pipes or other means for a continuous and adequate supply of water suitable to their requirements.

6. Locking Mechanisms

If a Customer has violated a provision of this Tariff, or is indebted to the Utility for water supply or other services rendered, the Utility may, in addition to discontinuing the water supply to the Premises in question, physically place a locking mechanism on the Waterworks within the Premises or on the Waterworks immediately outside the property line of the Premises.

The locking mechanism shall not be removed until charges for the removal and all other charges and fees accrued by the Customer have been paid in full. No Person whose water supply is discontinued pursuant to this Tariff shall have any claim against the Utility for discontinuance of the water supply.

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7. Access to Water Meters

If the water meter is located on private property, as a condition of service, the Customer shall provide access for installing and maintaining the meter and appurtenances and for meter reading.

Where in the opinion of the Utility, a meter is located on the Customer's Premises or its accessory is situated in an unsafe area, or where its location creates a dangerous situation to a meter reader, the meter or accessory shall be deemed to be an inaccessible meter. The Utility may clear the area or shut off Water Service as appropriate if the meter or accessory remains inaccessible for meter reading and maintenance for a period that exceeds two (2) months. The reconnection fee prescribed in Schedule H of this Tariff will apply.

8. Policy and Procedures for Estimating Water Consumption

If for any reason the Utility is required to estimate the water consumption for a Premises to which Water Service is provided for any given period, the Utility shall adhere to the following procedure:

(a) the estimate shall be based on the water consumption history and the intended water use by the Customer; or

(b) if no sufficient history exists on which to base an estimate, the estimate shall be calculated on the basis of an average of the water consumption for similar Premises in the same area.

9. Charges for Alterations to Waterworks System

(a) Subject to the approval of the Utility, a Customer who desires that the Utility remove, relocate or change the Utility's Waterworks system, including service pipes, meters, valves, chambers, hydrants, fittings and/or appurtenances, shall be required to pay any and all costs related to the removal, relocation or change. A deposit, based on the Utility's written estimates for cost of the work, will be paid to the Utility in advance of commencing the work.

(b) The Utility shall provide the Customer with a detailed calculation of actual total cost for the alterations to the Waterworks requested by the Customer.

Where the total cost of the alterations is less than the advance payment deposited with the Utility, the Utility will refund the difference, without interest, to the Customer.

Where the total cost of the alterations exceeds the advance payment deposited with the Utility, the Utility will bill the Customer for the difference and the Customer will pay the bill immediately upon receipt. Failure to pay the Utility immediately upon receipt of the bill shall be sufficient grounds for the Utility not to provide Water Service.

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E. Compliance

1. Penalties for Failure to Comply with Tariff

Where any Customer fails to comply with the Terms and Conditions contained in this Tariff, the Utility, after giving written notice of three (3) business days, may undertake any lawful action or actions it deems necessary to enforce compliance. Any costs incurred by such action or actions shall be recovered from the Customer as a service charge under this Tariff regardless of whether or not it is specifically included in this Tariff.

2. Willful Interference with Waterworks

No Customer or any other Person, who is not an authorized agent or employee of the Utility, shall make any connections with, tamper with, or willfully alter, or cause to be altered, any of the Utility's Waterworks within any street or land or within the Utility's rights-of-way or property or any water meter placed upon any service pipe or connection therewith, within or without any house, building, or other place or structure, so as to lessen or alter the amount and/or flow of water registered, unless specifically authorized by the Utility for that particular purpose and occasion.

At the discretion of the Utility, such interference may result in immediate termination of Water Service. No Water Service so terminated shall be reconnected without both payment of the charges prescribed in Schedule H of this Tariff and approval of the Utility.

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F. Water Main Extension Rules

1. Application for Extensions

All applications for extensions of existing Water Service distribution works shall be made in writing to the Utility by the owner of the Premises to which the application refers and to which Water Service is desired or a duly authorized agent of the owner. The Utility shall determine the terms and conditions of obtaining service.

Each application for extension of service requires an amendment to the Utility's Certificate of Public Convenience & Necessity (CPCN) to include the lot(s) within its authorized service area. In response to each application, the Utility will detail the terms and conditions of service, including all rates and charges applicable. Prior to issuance of an amended CPCN, confirmation is required that either a deposit into the Utility's Deferred Capacity Trust Fund under Schedule B of this Tariff has been made or that additional works have been constructed and contributed to the Utility by the applicant as required by the Comptroller of Water Rights.

Once the amended CPCN is issued, and while lot(s) are not receiving service, availability of service charges under Schedule G of this Tariff will be applicable.

2. Information on Proposed Developments

An applicant(s) who has applied for an extension of a main to serve a proposed development shall be required to provide the Utility with the following information in respect of the development:

(a) the legal description and municipal address of the proposed development;

(b) one set of drawings of the proposed development identifying the height of the proposed structure and the number of suites for both residential and commercial use;

(c) the anticipated fire flow requirements and water requirements for the proposed development;

(d) a contact name, telephone number, and/or fax number should the Utility require any additional information pertaining to the development;

(e) the scheduling of the construction and the anticipated time line for completion of the development; and

(f) advance notice if a temporary water supply will required under Section G of these Terms and Conditions for construction purposes.

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3. Right to Refuse Extensions

The Utility reserves the right to refuse to make a water main extension should weather or other conditions, in the opinion of the Utility, make such undertaking impractical.

The Utility will not be required to make extensions where road grades have not been brought to those established by public authority.

4. Ownership of Extensions to Waterworks System

All extensions to the Waterworks system that may be installed (whether paid for by the Utility or by the applicant(s) or the Customer, as applicable) shall be the sole property of the Utility.

5. Extensions within Road Rights-of-Way or Utility's Easement or Property

All extensions of water mains shall be located along a gazetted road or highway within the right-of-way for the road or highway or in an easement held in the name of the Utility or on property solely owned by the Utility.

6. Construction and Design of Extensions

The size, type, quality of materials for a water main extension 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 the Utility.

7. Connection of Extensions to Mains

The Utility or its authorized representative or agent shall make all connections of an extension of the water main to existing live water mains. The applicant(s) shall pay the cost of making all such connections prior to the Utility making the connection.

8. Advance Requirements

(a) An applicant(s) who has applied for an extension of a water main to serve a subdivision or housing project shall be required to advance to the Utility, before construction is commenced, by way of a cash deposit, the estimated cost of the Waterworks to be installed including, without limitation,

(i) the estimated cost of any upgrade in size or capacity of any part of the existing Waterworks; and

(ii) the estimated cost of installation of the main required to serve such project, including necessary valves, fittings and fire hydrants.

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(b) If pipelines to a subdivision do not exist, the estimate cost of the extension shall be based upon a pipeline of sufficient diameter to supply the entire subdivision in accordance with requirements for fire flows.

(c) In determining the physical length of the water main extension necessary to render service to any point, the distance from such point to the nearest distribution main, with the required capacity and flow requirements to satisfy the requirements of the proposed service, the "Suitable Main" shall be considered along lines of proper construction and common practice in the location of public waterworks, with due consideration being given to the general layout of the Utility's Waterworks system. The length of the extension shall be measured along such lines of proper construction and common practice from the Suitable Main to the middle of the furthest property to be serviced.

(d) Where a water main extension must comply with a law, statute, bylaw, ordinance, regulation, specification or order of a public authority, the estimated cost of the extension shall be based upon the Waterworks required to comply therewith.

9. Advances by Original Applicants

(a) When more than one applicant is involved and an advance is required for a water main extension, then the amount of the advance shall be divided equally or as otherwise agreed among the applicants and made known to the Utility.

(b) Any adjustments to differences between the estimated cost and the actual cost of any main extension made shall be completed within ninety (90) days after the actual cost of the installation has been ascertained by the Utility and after the installed works have been disinfected and pressure tested to the satisfaction of the Utility.

(c) The Utility shall maintain, at all times during installation of the water main extension and for a period of ninety (90) days following both the completion of construction and the initial approval by the Utility, a minimum of fifteen percent (15%) of the total deposit made by the applicant(s) so as to allow sufficient time for all contractors and suppliers to submit bills and for satisfactory performance of the installation to be proven.

(d) Upon completion of the construction and installation of the water main extension, the Utility shall ascertain the actual cost of the construction and installation.

(e) If the actual cost is less than the amount of the advance received from the applicant(s), the remaining portion of the advance will be refundable to the applicant(s) in accordance with Subsection 9(f) of this Section F, without interest.

If the actual cost exceeds the amount of the advance received from the applicant(s), the Utility shall bill the applicant(s) for the difference and the applicant(s) shall pay the bill immediately upon receipt. Failure to pay the Utility immediately upon receipt of the bill shall be sufficient grounds not to provide Water Service.

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(f) At the end of the ninety (90) day period, provided that all suppliers and contractors have then submitted their bills and the installation has then proven to be satisfactory, the Utility shall return any refundable portion of the advance to the applicant(s) and the Utility will accept no further responsibility for any costs in connection with the development.

10. Advances by Customers Connecting to Water Main Extension

An extension charge equal to a pro-rata share of the original cost of the water main extension shall be collected by the Utility from each Customer who makes an application for a Water Service connection to the original main extension within five (5) years. The extension charge collected above shall be refunded equally, or as agreed otherwise, to the Customers who already have advances deposited with the Utility as a result of connection to the extension, so that in the result all Customers will have paid their pro-rated share or as otherwise agreed by them and made known to the Utility**.**

11. Application of Advances

Advances required from an applicant(s) in payment for water main extensions will be held by the Utility without interest. Refunds will be made in accordance with Subsection 10 and this Subsection 11 and no Person will have refunded an amount in excess of the amount of the advance received by the Utility. Refunds will be paid to the current registered owners of the properties on account of which the advances were received.

Any amount not used by the Utility for construction of the extension and not refunded at the end of five years from the date the advance was received by the Utility from the original applicant or applicants will be retained by the Utility and transferred to the Deferred Capacity Trust Fund account. Thereafter additional customers will be connected without being required to pay the extension charge.

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G. Temporary Water Service

Any contractor, developer or other Person ("Temporary Customer") who requires temporary Water Service for the purposes of construction or expansion of a development or for another reason must make an application to the Utility and, if the application is approved, may acquire water from a standpipe or hydrant as designated by the Utility subject to the following conditions:

1. Connections to Fire Hydrants or Standpipes

(a) All connections to the fire hydrant or standpipe must be fitted with a back-flow prevention device, and an independent shut off valve to regulate the flow. The back-flow prevention device must be approved by the Utility and shall either be provided by the party requiring the service, or rented from the Utility at a daily rate prescribed by the Utility. If the device is rented from the Utility, the party requiring the device shall be responsible for the costs associated with the proper installation, maintenance and disconnection of the device and also for any damage to the device.

(b) If the fire hydrant or standpipe is required by the Parksville or Qualicum Beach Fire Protection Districts for an emergency situation, including an event of Force Majeure, the Temporary Customer must remove any connections to a hydrant or standpipe without delay.

(c) All tanker trucks, street sweepers, and water sprinkler trucks, etc. must be fitted with a back-flow prevention device approved by the Utility and permission to use the fire hydrant must be obtained from the Utility before hooking up to a fire hydrant for the purpose of taking on water.

2. Connections to Temporary Service Pipe

(a) The Temporary Customer shall keep a record of the amount of water consumed when connected to a temporary service pipe and shall advise the Utility promptly when the Water Service is no longer required and report to the Utility the amount of water consumed. The Utility will provide a water meter for the purpose of recording the consumption, however, the Temporary Customer will be responsible to cover the cost of any damage to said device.

(b) The Utility shall issue a bill for water consumed by the Temporary Customer based on Rates as prescribed in the applicable Schedules of this Tariff. The bill shall be payable immediately upon receipt.

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H. Disconnection of Water Service

1. Disconnection for Non-Payment

The Utility may withhold or disconnect the supply of water from any Customer who is already indebted to or in dispute with the Utility for Water Service or any other service provided by the Utility.

2. At Customer Request

No water rate shall be charged with respect to Water Service to any property that has been disconnected for a period of one (1) month or more and where;

(a) the Water Service connection to the property remains unused; and

(b) the Water Service has been turned off at the request of the Customer.

Any Customer who wishes to discontinue Water Service for a period of one (1) month or more shall give to the Utility at least seven (7) days written notice of the discontinuance. If the Customer fails to give the required written notice, the Customer shall continue to be responsible for payment for Water Service.

3. Unauthorized Service

Where a Water Service connection has been made or Water Service has been turned on without proper authorization from the Utility, the Utility may remove the water meter unless and until the applicable charges, as prescribed in Schedule H of this Tariff, have been paid in advance to the Utility by, or on behalf of, the Customer to defray the costs of the removal and replacement of the said water meter. The charges shall be in addition to any other charges outstanding against the Premises or required to be paid in order to receive Water Service pursuant to these Terms and Conditions.

4. Non-Compliance

The Utility may discontinue Water Service to any Customer for non-compliance with these Terms and Conditions. Where Water Service is discontinued for non-compliance with these Terms and Conditions, the Utility shall not permit a reconnection for any Customer until proof of compliance with these Terms and Conditions is demonstrated and both the service charge prescribed in Schedule H of this Tariff for reconnection after disconnection and a security deposit in an amount equal to two times the highest bill in the previous three billing periods, or twelve months, whichever is greater, is paid by way of cash deposit, certified cheque or satisfactory letter of credit to the Utility.

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5. Resumption of Water Service

If Water Service is turned off or disconnected, Water Service will not be turned on or reconnected until all outstanding charges and fees for services rendered have been paid in full to the Utility as per this Tariff.

6. Charges for Service Resumption

Where any applicable charges and fees have been paid according to the requirements of this Tariff, and a Customer first becomes connected to a service by the turn of a valve in an existing service pipe, or when a Customer becomes reconnected after service has been shut off either for non-payment, non-compliance with these Terms and Conditions or at the request of the Customer, the service charge for any such turn on or reconnection of Water Service shall be as prescribed in Schedule H of this Tariff.

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I. Payment for Services Rendered

1. Calculation of Water Charges

All water charges are calculated in accordance with the applicable rates prescribed in the Schedules attached to this Tariff.

2. Bill and Payment

All water bills will be issued by the Utility to Customers at time intervals determined by the Utility and shall be due and payable at the Utility office or at any duly authorized collecting agency within 10 days from the issue date of the water bill.

3. Meter Reading

Water bills will be based on meter reads with meter reading schedules as determined by the Utility.

4. Dishonored Cheques

When, for any reason whatsoever, a cheque issued to the Utility in payment of a bill is dishonored, the Customer shall be required to immediately pay a service charge as prescribed in Schedule H of this Tariff, related bank charges and any outstanding amounts owed to the Utility.

5. Payment Calculation if Meters Malfunction

In cases where a meter for the Water Service to a Premises is found not to register, or appears to have registered incorrectly, for billing purposes the Utility shall compute the water charges for the property based on the procedures for estimating water consumption set out in Section D, Subsection 8.

6. Appeal of Calculation of Water Charges

Any Customer obtaining water from the Utility's Waterworks may formally register a complaint with the Utility regarding the amount of any water bill, no later than thirty (30) days from the issue date of the bill.

7. Policy Regarding Bill Collection

In the case of non-payment by a Customer of charges after the same have become due and payable, the following procedures will be followed by the Utility:

(a) When a bill issued for Water Service provided to a Premises becomes one (1) month overdue, the Water Service to the Premises in respect of which the bill is due and payable may be disconnected upon fifteen (15) days written notice. A disconnection notice mailed to the last known postal address of the Customer shall be deemed good and sufficient notice and the notice will be deemed to have been given on the date that it is mailed.

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(b) If payment is not received at the Utility office during normal working hours within fifteen (15) days after the disconnection notice is given, the Utility may disconnect the Water Service in respect of which the disconnection notice has been given without any further notice to the Customer or any other Person.

(c) If the Water Service is discontinued as the result of non-payment, the Utility shall not reconnect the Water Service, except upon payment of the whole amount due and payable together with service charges as prescribed in Schedule H of this Tariff for the expense of disconnecting and reconnecting the Water Service.

8. Change of Billing Address Information

All Customers must, at all times, inform the Utility of any and all changes to any billing address, including changes to telephone numbers or fax numbers.

9. Additional Charges for Delinquent Bill Collection

All additional charges incurred in the collection of a delinquent water bill must be paid to the Utility in full prior to the reconnection of Water Service. Such additional 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.

10. Lost Bills

If a Customer loses a bill or does not receive a bill, the Customer must contact the Utility to determine the amount owing. Loss of a bill or the failure to receive a bill does not release a Customer from the obligation to pay the amount owing to the Utility. The late payment charges under Subsection 11 of this Section I will apply if the bill is not paid by its due date.

11. Late Payment Charge

At the discretion of the Utility, if a Customer does not pay a bill in full by the due date as specified in the bill, the Customer will be liable to pay to the Utility, in addition to the amount of the bill, a late payment charge equal to interest at 2.0% of the outstanding amount of the bill, compounded monthly, will apply. Should the bill remain outstanding after the due date, the Utility may commence collection action.

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J. General

1. Disagreement in the Application of Terms and Conditions of Water Service

In case of disagreement regarding the application of these Terms and Conditions, or in circumstances where such application of these Terms and Conditions appears impracticable or unjust to either party, the Utility, or the applicant(s) or the Customer may refer the matter to the Comptroller of Water Rights for a ruling.

2. Limitation on Liability

Notwithstanding anything to the contrary contained in these Terms and Conditions, neither the Utility nor the Customer shall be liable to the other party for any damage, cost, expense, injury loss or other liability of an indirect, special or consequential nature suffered by the other party or claimed by any third party against the other party, howsoever arising. Without limiting the generality of the foregoing, damage, injury or loss of an indirect, special or consequential nature shall include loss of revenue, loss of profits, loss of production, loss of earnings, loss of contract, cost of capital and loss of the use of any facilities or property or any other similar damage or loss whatsoever.

3. Force Majeure

(a) Force Majeure Relief

If an event or circumstance of Force Majeure occurs that adversely affects the Utility's ability to provide a service connection or Water Service, the Utility's obligations and responsibilities under these Terms and Conditions, and under any agreement relating to service connections or provision of Water Services, so far as they are affected by the event of Force Majeure or the consequences thereof, shall be suspended until such Force Majeure event or the consequences thereof are remedied for such period thereafter as may reasonably be required to restore the service connection or Water Services. All charges for consumption, including the applicable charge for base consumption, in all customer classes will continue to be payable during the period in which the Utility claims relief by reason of Force Majeure.

(b) Notice

The Utility shall where practicable give notice of an event of Force Majeure to Customers affected and shall, where practicable, give notice to Customers affected when the Force Majeure event ceases to prevent performance of the Utility's obligations.

(c) Obligation to Remedy

The Utility shall promptly remedy the cause and effect of the Force Majeure event insofar as it is reasonable to do so.

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(d) Strikes and Lockouts

Notwithstanding any other provision of these Terms and Conditions, the settlement of any strike, lockout or other industrial disturbance shall be wholly at the discretion of the Utility, and the Utility may settle such strike, lockout or industrial disturbance at such time and on such terms and conditions as it may deem appropriate. No failure or delay in settling such strike, lockout or industrial disturbance shall constitute a cause or event within the control of the Utility or deprive the Utility of the benefits of this section.

4. Restrictions on Use of Water

The Utility may restrict or prohibit the use of water for gardening, sprinkling, air conditioning, the filling of swimming pools or other purposes when, in its opinion, such action is necessary to conserve the water supply or to maintain water pressure. The Customer shall comply with all such restrictions and prohibitions.

5. Water Meter Testing

When any Customer whose Water Service is metered makes a complaint that their account is, in the Customer's opinion, excessive, the Utility will make an inspection for leaks at the meter box. If the Utility finds no leaks and, should the Customer continue to feel that the Customer is being charged for excessive consumption, the Customer can make a request in writing to have the water meter tested for accuracy.

Upon receipt of the request and payment of the fee, the Utility will remove the meter and send it to the manufacturer or its agent for testing. The complainant will in due course receive a copy of the report from the manufacturer or agent. Where 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, a new water meter will be installed.

However, if the test shows an accurate measurement of water or an error in favour of the Customer, the Utility will bill the Customer for all applicable costs pertaining to the test request and, in the case of an error in favour of the Customer, the Customer's account for Water Service will be adjusted accordingly.

Water Tariff No. 4
Effective: January 1, 2015
Page 35 of 56

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R Couroux
Secretary to the Comptroller

Schedule A – Water Service Connection

Applicability: To all applications for Water Service from an existing water distribution main.

Rates:

(a) Connection Charge ---------- At Cost

The Connection Charge recovers the cost incurred by the Utility, not otherwise recovered, of installing a service connection from the water main to a curb stop and, if required, a meter at the property line of the Customer's Premises or in the building. Cost includes any administrative overhead incurred.

(b) Connection of Customer's Service Pipe to an Existing Curb Stop - At Cost

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.

Water Tariff No. 4
Effective: January 1, 2015
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R Couroux
Secretary to the Comptroller

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Schedule B – Contribution in Aid of Future Construction

Applicability: Where as a result of Premises becoming qualified as Authorized Premises and a greater number of units require or may require service from the Utility, thus utilizing Waterworks capacity presently or in the future. Then upon application for an extension of service, in addition to the water service connection charge and any main extension costs, the charges shown below shall be paid.

Monies collected are to be deposited to the Utility's Deferred Capacity Trust Fund and may only be released with the written authorization of the Comptroller of Water Rights.

Rates:	**Charge**
For each unit qualifying as Authorized Premises	$8,500*

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* Charge is based on the following consumption levels per Customer class at peak daily demand:

Residential – 900 Imperial Gallons (4.1 cubic meters)

Multi-Residential – 700 Imperial Gallons (3.2 cubic meters)

Commercial –500 Imperial Gallons (2.3 cubic meters)

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Effective: January 1, 2015
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R Couroux
Secretary to the Comptroller

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Schedule C – Residential, Multi-Residential & Commercial Service Flat Rates - 2015

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Moved (insertion) [1]

Applicability: Within the authorized service area of the Utility

Rates:

	Monthly Flat Rate Charge
Residential Units	$40.45
Multi-Residential Units (per unit)	$36.89
Commercial Units	$35.24

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¶
¶
Applicability:

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¶
Residential Units¶
Multi-Residential Units (per unit)¶
Commercial Units ...

Water Tariff No. 4
Effective: January 1, 2016
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R Couroux
Secretary to the Comptroller

Schedule C – Residential, Multi-Residential & Commercial Service Flat Rates - 2016

Applicability: Within the authorized service area of the Utility

Rates:

	Monthly Flat Rate Charge
Residential Units	$45.29
Multi-Residential Units (per unit)	$41.30
Commercial Units	$39.45

Water Tariff No. 4
Effective: January 1, 2017
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R Couroux
Secretary to the Comptroller

Schedule C – Residential, Multi-Residential & Commercial Service Flat Rates - 2017

Applicability: Within the authorized service area of the Utility

Rates:

	Monthly Flat Rate Charge
Residential Units	$50.70
Multi-Residential Units (per unit)	$46.24
Commercial Units	$44.17

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Water Tariff No. 4
Effective: January 1, 2015
Page 40 of 56

R Couroux
Secretary to the Comptroller

Schedule D – Metered Rates - 2015

Applicability: To all Customers with water meters

Rates:

	Monthly Charge
Residential Units	
First 15 cubic meters plus	$40.45
For each cubic meter between 15 and 75 cubic meters	$ 1.68
For each cubic meter over 75 cubic meters	$ 1.68
Multi-Residential Units (per unit)	
First 15 cubic meters plus	$36.89
For each cubic meter between 15 and 75 cubic meters	$ 1.68
For each cubic meter over 75 cubic meters	$ 1.68
Commercial Units	
First 15 cubic meters plus	$35.24
For each cubic meter between 15 and 75 cubic meters	$ 0.84
For each cubic meter over 75 cubic meters	$ 0.84

Water Tariff No. 4
Effective: January 1, 2016
Page 41 of 56

R Couroux
Secretary to the Comptroller

Schedule D – Metered Rates - 2016

Applicability: To all Customers with water meters

Rates:

	Monthly Charge
Residential Units	
First 15 cubic meters plus	$45.29
For each cubic meter between 15 and 75 cubic meters	$ 1.88
For each cubic meter over 75 cubic meters	$ 1.88
Multi-Residential Units (per unit)	
First 15 cubic meters plus	$41.30
For each cubic meter between 15 and 75 cubic meters	$ 1.88
For each cubic meter over 75 cubic meters	$ 1.88
Commercial Units	
First 15 cubic meters plus	$39.45
For each cubic meter between 15 and 75 cubic meters	$ 0.94
For each cubic meter over 75 cubic meters	$ 0.94

Water Tariff No. 4
Effective: January 1, 2017
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R Couroux
Secretary to the Comptroller

Schedule D – Metered Rates - 2017

Applicability: To all Customers with water meters

Rates:

	Monthly Charge
Residential Units	
First 15 cubic meters plus	$50.70
For each cubic meter between 15 and 75 cubic meters	$ 2.11
For each cubic meter over 75 cubic meters	$ 2.11
Multi-Residential Units (per unit)	
First 15 cubic meters plus	$46.24
For each cubic meter between 15 and 75 cubic meters	$ 2.11
For each cubic meter over 75 cubic meters	$ 2.11
Commercial Units	
First 15 cubic meters plus	$44.17
For each cubic meter between 15 and 75 cubic meters	$ 1.06
For each cubic meter over 75 cubic meters	$ 1.06

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Schedule E – Fire Hydrant & Standpipe Rates - 2015

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Applicability: Within that portion of the Utility's authorized service area in the Parksville or Qualicum Beach Fire Protection District or other recognized local fire protection authority

Rates:	**Charge**	
Hydrants	$509.12 / hydrant / year	Deleted: 427.82
Standpipes	$203.65 / standpipe / year	Deleted: 171.13

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Schedule E – Fire Hydrant & Standpipe Rates - 2016

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Applicability: Within that portion of the Utility's authorized service area in the Parksville or Qualicum Beach Fire Protection District or other recognized local fire protection authority

Rates:	**Charge**	
Hydrants	$570.01 / hydrant / year	Deleted: 446.65
Standpipes	$228.01 / standpipe / year	Deleted: 178.66

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Schedule E – Fire Hydrant & Standpipe Rates - 2017

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Applicability: Within that portion of the Utility's authorized service area in the Parksville or Qualicum Beach Fire Protection District or other recognized local fire protection authority

Rates:	**Charge**	
Hydrants	$638.19 / hydrant / year	Deleted: 466.47
Standpipes	$255.28 / standpipe / year	Deleted: 186.59

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Schedule F – Intentionally Omitted

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Schedule G – Availability of Service Charge per Rent Charge Agreements - 2015

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Applicability: To owners of the legal subdivision with Rent Charge Agreements eligible to be registered on title. The Rent Charge becomes effective and due and payable on the first day of the month following CPCN issuance and acceptance of certified as-built drawings (i.e., when lot or lots are eligible for subdivision registration).

Availability: All owners of the lots to which this Rent Charge is applicable shall pay the rate during the period they are not users of water service.

Rate: $ 345.92 per annum, per residential services lot

Notes:

1. For other than residential services lots, the Rent Charge shall be calculated on a Single Family Residential Equivalent basis.

2. Once a customer has received approval to connect to the Utility's waterworks, has passed inspection and has been accepted by the Utility as a customer, this Rent Charge will no longer apply to the portion of the property connected to the Utility's waterworks. A pro-rated refund of the Rent Charge will be credited to the customer's account, if applicable. If service is temporarily shut-off (e.g., seasonal use), the customer shall pay a minimum of the Rent Charge payable on a pro-rated basis while disconnected or a greater amount if specified in another rate schedule(s) of the Tariff.

3. For the purposes of this Schedule, townhouses and side-by-side duplexes are equivalent to one (1) single family residential premises.

4. Any arrears of Rent Charges shall bear interest from the due date until payment at a rate of 18% per annum accruing daily, and shall be a charge upon the Lands or Future Lot or Lots in question in the same manner as the Rent Charge charged on the Lands.

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Schedule G – Availability of Service Charge per Rent Charge Agreements - 2016

Applicability: To owners of the legal subdivision with Rent Charge Agreements eligible to be registered on title. The Rent Charge becomes effective and due and payable on the first day of the month following CPCN issuance and acceptance of certified as-built drawings (i.e., when lot or lots are eligible for subdivision registration).

Availability: All owners of the lots to which this Rent Charge is applicable shall pay the rate during the period they are not users of water service.

Rate: $ 387.30 per annum, per residential services lot

Notes:

1. For other than residential services lots, the Rent Charge shall be calculated on a Single Family Residential Equivalent basis.

2. Once a customer has received approval to connect to the Utility's waterworks, has passed inspection and has been accepted by the Utility as a customer, this Rent Charge will no longer apply to the portion of the property connected to the Utility's waterworks. A pro-rated refund of the Rent Charge will be credited to the customer's account, if applicable. If service is temporarily shut-off (e.g., seasonal use), the customer shall pay a minimum of the Rent Charge payable on a pro-rated basis while disconnected or a greater amount if specified in another rate schedule(s) of the Tariff.

3. For the purposes of this Schedule, townhouses and side-by-side duplexes are equivalent to one (1) single family residential premises.

4. Any arrears of Rent Charges shall bear interest from the due date until payment at a rate of 18% per annum accruing daily, and shall be a charge upon the Lands or Future Lot or Lots in question in the same manner as the Rent Charge charged on the Lands.

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Schedule G – Availability of Service Charge per Rent Charge Agreements - 2017

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Applicability:	To owners of the legal subdivision with Rent Charge Agreements eligible to be registered on title. The Rent Charge becomes effective and due and payable on the first day of the month following CPCN issuance and acceptance of certified as-built drawings (i.e., when lot or lots are eligible for subdivision registration).
Availability:	All owners of the lots to which this Rent Charge is applicable shall pay the rate during the period they are not users of water service.
Rate:	$ 433.62 per annum, per residential services lot

Notes:

1. For other than residential services lots, the Rent Charge shall be calculated on a Single Family Residential Equivalent basis.

2. Once a customer has received approval to connect to the Utility's waterworks, has passed inspection and has been accepted by the Utility as a customer, this Rent Charge will no longer apply to the portion of the property connected to the Utility's waterworks. A pro-rated refund of the Rent Charge will be credited to the customer's account, if applicable. If service is temporarily shut-off (e.g., seasonal use), the customer shall pay a minimum of the Rent Charge payable on a pro-rated basis while disconnected or a greater amount if specified in another rate schedule(s) of the Tariff.

3. For the purposes of this Schedule, townhouses and side-by-side duplexes are equivalent to one (1) single family residential premises.

4. Any arrears of Rent Charges shall bear interest from the due date until payment at a rate of 18% per annum accruing daily, and shall be a charge upon the Lands or Future Lot or Lots in question in the same manner as the Rent Charge charged on the Lands.

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Schedule H – Miscellaneous Service Charges

This Schedule sets out the charges and fees prescribed for the following work or services rendered by the Utility.

1. Service Charges and Fees for Specified Services

Description of Work or Service	Amount
Reconnection after disconnection at customer's request	$50.00
Reconnection after disconnection	$50.00
Dishonored Cheques	$25.00
Application for Water Service	$25.00
Service Shut-Off Charge	$30.00
Restriction of Water Use - Violation Charge	$50.00

2. Charges for Other Work and Services

The Utility will charge the Customer for any work or service provided, for which a charge or fee is not specifically prescribed, the Utility's costs of providing such work or service. Such costs will include repayment of all monies expended by the Utility for gross wages and salaries, administrative costs, employee fringe benefits, and materials, as calculated by the Utility. The costs will also include any expenditure for equipment rentals at rates paid by the Utility or set by the Utility for its own equipment, as well as any other costs that may reasonably arise in providing the service. Labor charges for service call outs after regular working hours will be at the Utility's overtime rates.

Temporary water supply will be charged rates in accordance with Schedule D of this Tariff.

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Schedule I – Rate Rider for Metered Rates - 2015

Applicability: To all Customers with water meters

Rates:

	Monthly Charge
Residential Units	
First 15 cubic meters plus	$4.14
For each cubic meter between 15 and 75 cubic meters	$0.17
For each cubic meter over 75 cubic meters	$0.17
Multi-Residential Units (per unit)	
First 15 cubic meters plus	$3.78
For each cubic meter between 15 and 75 cubic meters	$0.17
For each cubic meter over 75 cubic meters	$0.17
Commercial Units	
First 15 cubic meters plus	$3.61
For each cubic meter between 15 and 75 cubic meters	$0.10
For each cubic meter over 75 cubic meters	$0.10

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Schedule I – Rate Rider for Metered Rates - 2016

Applicability: To all Customers with water meters

Rates:

	Monthly Charge
Residential Units	
First 15 cubic meters plus	$4.11
For each cubic meter between 15 and 75 cubic meters	$0.17
For each cubic meter over 75 cubic meters	$0.17
Multi-Residential Units (per unit)	
First 15 cubic meters plus	$3.74
For each cubic meter between 15 and 75 cubic meters	$0.17
For each cubic meter over 75 cubic meters	$0.17
Commercial Units	
First 15 cubic meters plus	$3.58
For each cubic meter between 15 and 75 cubic meters	$0.09
For each cubic meter over 75 cubic meters	$0.09

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Schedule I – Rate Rider for Metered Rates - 2017

Applicability: To all Customers with water meters

Rates:	Monthly Charge
Residential Units	
First 15 cubic meters plus	$4.07
For each cubic meter between 15 and 75 cubic meters	$0.17
For each cubic meter over 75 cubic meters	$0.17
Multi-Residential Units (per unit)	
First 15 cubic meters plus	$3.71
For each cubic meter between 15 and 75 cubic meters	$0.17
For each cubic meter over 75 cubic meters	$0.17
Commercial Units	
First 15 cubic meters plus	$3.55
For each cubic meter between 15 and 75 cubic meters	$0.08
For each cubic meter over 75 cubic meters	$0.08

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Schedule J – Rate Rider for Fire Hydrant & Standpipe Rates - 2015

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Applicability: Within that portion of the Utility's authorized service area in the Parksville or Qualicum Beach Fire Protection District or other recognized local fire protection authority

Rates:	**Charge**	
Hydrants	$52.13 / hydrant / year	Deleted: 17.45
Standpipes	$20.85 / standpipe / year	Deleted: 6.98

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Schedule J – Rate Rider for Fire Hydrant & Standpipe Rates - 2016

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Applicability: Within that portion of the Utility's authorized service area in the Parksville or Qualicum Beach Fire Protection District or other recognized local fire protection authority

Rates:	**Charge**	
Hydrants	$51.68 / hydrant / year	Deleted: 17.36
Standpipes	$20.67 / standpipe / year	Deleted: 6.94

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Schedule J – Rate Rider for Fire Hydrant & Standpipe Rates - 2017

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Applicability: Within that portion of the Utility's authorized service area in the Parksville or Qualicum Beach Fire Protection District or other recognized local fire protection authority

Rates:	**Charge**	
Hydrants	$51.25 / hydrant / year	Deleted: 17.24
Standpipes	$20.50 / standpipe / year	Deleted: 6.90