

**WATER UTILITY ACT**

**WATER TARIFF NO. 2**

**RATES AND RULES**

**For**

**WATER SERVICE**

**At**

**Fernie Alpine Resort**

**By**

**Resorts of the Canadian Rockies Inc.**

1505 – 17<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2T 0E2

**Contact Person**

**Paul Bates**

This Tariff is available for public inspection at:

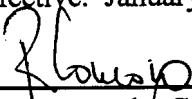
**Fernie Alpine Resort  
5339 Ski Hill Road, Fernie, BC V0B 1M6**

and

**Resorts of the Canadian Rockies Inc.  
1505 – 17<sup>th</sup> Avenue S.W., Calgary, Alberta T2T 0E2.**

Accepted for Filing by the  
Comptroller of Water Rights

Filed: June 25, 2004  
Effective: January 1, 2004

  
Secretary to the Comptroller

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 Certificate of Public Convenience and Necessity of the Utility;
- (b) "Bed Unit" means a unit of measurement to reflect the accommodation required for one person to stay overnight, or the commercial or other equivalent thereto, as set out in Schedule "A", and bedroom means a separate room that is used for overnight accommodation;
- (c) "Business Day" means any day of the week other than Saturday, Sunday, Easter Monday, Boxing Day or a statutory holiday in British Columbia;
- (d) "Comptroller" means the Comptroller of Water Rights under the Water Utility Act and includes a deputy comptroller or a person appointed by the Minister as acting comptroller;
- (e) "CPCN" means Certificate of Public Convenience and Necessity issued to the Utility, as amended from time to time;
- (f) "Customer" means any person who is the owner or lessee of an Authorized Premises;
- (g) "Domestic Service" means in-house use plus lawn & garden sprinkling to a maximum area of 1/10 of an acre;
- (h) "Premises" means land and buildings thereon;
- (i) "Rate" includes:
  - (1) a general, individual or joint rate, fee, charge, rental or other compensation of the Utility;
  - and
  - (2) a schedule or tariff respecting a rate;
- (j) "Rent Charge Agreement" means a rent charge, Section 219 (*Land Titles Act*) covenant or similar encumbrance registered against title to Authorized Premises to secure the payment of rates in respect of service or the availability of service;
- (k) "Service" means the supply of water provided by the Utility to the customer;
- (l) "Service Works" means the plant, equipment, apparatus, appliances, property and facilities employed by or in connection with the Utility in providing the supply of water to the property line of the Authorized Premises and any water meters in connection with the Service;
- (m) "Unit" means a building of accommodation occupied separately or to be occupied separately by an owner or lessee and, which either separately or jointly with other units, receives Service from or a connection to the Utility's waterworks and, without restricting the generality of the foregoing, includes the separate units of accommodation in all dwellings; and
- (n) "Utility" means the *Resorts of the Canadian Rockies Inc.*

## Terms and Conditions

### 1. Rates

The rates chargeable by the Utility to the Customers are set out in Schedules "D" to "H" hereto.

### 2. Application for Service

For Authorized Premises, charges for Service are intended to recover the Utility's costs. The following charges are applicable depending upon the circumstances:

- (a) At the time an application is made for Service to Premises which had not previously been connected for Service, the applicable charge shown in Schedule "8" of this tariff shall be paid by the applicant;
- (b) A turn-on fee of \$50.00 shall be applicable when;
  - (i) a turn-on of a valve at an existing curb-stop is made at a date after the Service connection was installed;
  - (ii) a Customer becomes re-connected after Service has been shut-off at the request of the Customer, or by the Utility for non-payment of rates or for violation of these terms and conditions;
- (c) There is no charge for Service shut-off; and
- (d) At the time an application for Service is made by a new customer, an administration charge of \$25.00 shall apply. This charge is not only applicable for a new connection, but also when a new Customer, either owner or lessee of the Premises, commences receiving Service to an existing Authorized Premises.

### 3. Billing and Payment

All bills are issued semi-annually **in arrears** and are due and payable within fifteen (15) days of the date of issue. If the amount due on any bill has not been paid in full within thirty (30) days from the date of issue a further bill will be rendered to include the overdue amount, interest on the overdue amount at 1 1/2 percent per month plus a late payment charge of \$10.00.

If a cheque is returned by the Customer's financial institution an administration fee of \$25.00 will be charged.

#### 4. Service Shut-Off due to Non-Payment

When an account becomes one month overdue Service may be shut off upon fifteen (15) days' written notice. A notice mailed to the last known postal address of the Customer shall be deemed good and sufficient notice and deemed to have been received on delivery, if delivered, or on the third Business Day after mailed, if mailed. A collection charge of \$30.00 shall be paid each time a Utility representative attends a Customer's Premises to disconnect service following the issuance of a shut-off notice. On the attendance of the Utility representative to disconnect service, the customer must pay the Utility representative all amounts in arrears, plus collection charges in order to prevent such disconnection.

A shut off Service will not be turned on until all outstanding charges against the Service, including the collection charge have been paid.

#### 5. Discontinuance of Service

- (a) Customers must give at least two (2) working days' notice in writing at the office of the Utility when requesting discontinuance of Service and shall be liable for payment for all Service until such service has been discontinued.
- (b) Any Customer who desires to discontinue the use of water for any of the purposes stated in his application for Service shall give notice of his intention, in writing, at the office of the Utility, and shall further show that any fittings used for the supply of water for such purposes have been disconnected.
- (c) The Utility may discontinue Service to any Customer who contravenes the terms and conditions contained in this tariff. In the event of further contravention of the tariff, the Utility may detach the Service connection from the Customer's premises and, upon re-application for Service, the Customer shall be liable to pay the Utility's cost of performing the said detachment and re-connection in addition to other applicable rates and charges.

#### 6. Access to Premises

The Utility shall have the right of access to the Customer's Premises at all reasonable times for the purposes of making connections, reading meters, inspecting pipes and appurtenances, checking on the use or waste of water or determining compliance with the terms and conditions of this tariff.

#### 7. Interruption of Service

The Utility intends to maintain at all times an adequate and continuous supply of water at suitable pressures but accepts no liability for interruptions due to circumstances beyond its reasonable control. However, for the interruptions in excess of 48 hours, a proportionate rebate will be allowed to Customers served on flat rates.

#### 8. Restriction of Use of Water

The Utility may restrict or prohibit the use of water for gardening, sprinkling, air conditioning, the filling of swimming pools and hot tubs, or other purposes when, in its opinion, such action is necessary to conserve the water supply or to maintain water pressure. A Customer who contravenes water use restrictions may receive one warning notice per calendar year before a fine for contravention applies. A notice delivered to the Customer's Premises shall be deemed good and sufficient notice of a contravention and notice will be deemed to be given on delivery, if delivered, or on the third Business Day after mailing, if mailed. For each subsequent contravention during the calendar year, a \$50.00 fine is applicable and will be payable upon written notice from the Utility.

#### 9. Limits on Water Use

No Customer shall sell or dispose of any water or permit same to be carried away, or use water or allow it to be used in the Customer's Authorized Premises for any purposes other than those stated in the Customer's application for Service.

The Utility may, if in its opinion an undue amount of water is used at any time by any Customer being served under a flat rate, install a water meter, at the Customer's cost, and thereafter charge the Customer in accordance with the meter rates included in this tariff. All such meters shall remain the property of the Utility.

#### 10. Multiple Dwellings

In the case of apartment houses, duplexes or houses containing one or more suites, each such accommodation, whether or not self-contained, shall not be considered as a separate Customer, unless they are comprised of separate strata lots or as otherwise specified in a schedule of this tariff.

#### 11. Work to be done by the Utility

No person, who is not an agent or employee of the Utility, shall make any connections with or alterations to or tamper with any of the Utility's waterworks, including any water meter belonging to the Utility, nor turn on or off any valve or curb stop of the Utility, without prior written authorization from the Utility.

#### 12. Minimum Size of Services

The minimum size of pipe used to serve anyone premises shall be 3/4" (19mm) nominal diameter or such size as may be reasonably required by the Utility in any specific case. The type and diameter of any pipe or line used on the customer's Authorized Premises should be selected with due consideration of pressure losses from friction.

#### 13. Minimum Earth Cover Over Services

All water service pipes and lines on the Customer's Premises shall be buried below the maximum depth of frost penetration but in any event at a minimum depth of 2.0 meters below the surface of the ground.

#### 14. Ownership of Service

All water service pipes and fittings carrying water from the main to the Customer's property line and all water meters shall be the property of the Utility.

#### 15. Stop Cock

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

#### 16. Customer's Service Pipes / Inspections

Service connection materials installed on the customer's premises shall be rated by the manufacturer to sustain a minimum working pressure of 160 psi (1100 kilopascals) or such other pressure as may be reasonably required by the Utility in any specific case. No service pipe or fitting shall be covered or concealed until they have been inspected and approved by the Utility.

#### 17. Dangerous Cross-Connections

The Customer shall not permit the plumbing on their premises to be connected to any source of water supply other than the Utility's, or to any potential source of contamination, without first obtaining the Utility's written permission. Any back-flow preventers deemed necessary by the Utility to prevent the entry of contaminants shall be installed at the Customer's expense forthwith upon the Utility giving written notice requiring the same.

#### 18. Condition of Customer's Pipes and Fixtures

All Customers at their own risk and expense shall keep their pipes, stop cocks and other fixtures in good working order and shall protect them from frost and other damage. The Utility shall, within a reasonable time notify the customer of any leaky pipes and fixtures that are evident on the premises but the Utility shall not have any express or implied obligation to discover or search for any leaky pipes or fixtures. If the necessary repairs are not made within two (2) business days after such notice has been given, or when the condition of the pipes or fixtures is such as to cause damage to property or material waste of water or damage to property, then without further notice the Utility may shut off the service. The Service shall not be turned on again until such repairs have been made to the satisfaction of the Utility, and the charges paid as provided by section 1,4 and 5(c) of this tariff. No person whose water supply is shut off pursuant to this section shall have any claim against the Utility for discontinuance of supply.

#### 19. Notice of Service Shut-off

The Utility shall have the right at all times to shut off the water supply temporarily to any Authorized Premises in order to make repairs, replacements, 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 of shut-off, and, in all cases where the Utility expects service to be interrupted for 24 hours or more, the Utility shall give advance notice to its customers.

## 20. Application for Extension of Service

For premises not authorized for Service and which are proposed to become Authorized Premises, all applications for extension of Service shall be made in writing by the owner or lessee of the Premises to which the application refers, or by the owner's duly authorized agent, and submitted to the Utility. All applications for service shall state:

- (a) the Purpose(s) for which the service is to be used (i.e. domestic, commercial, irrigation, etc.);
- (b) the legal description of the Premises; and
- (c) the number and location of the Premises to be served; and shall provide such other information as is reasonably required by the Utility.

Charges for extension of Service are intended to recover the Utility's costs. For each application, an initial deposit of \$200.00 is required to be paid by the applicant to the Utility unless otherwise agreed to by the Utility at the time of application. Additional costs incurred by the Utility for legal, engineering and other fees, including Utility staff time, will be payable by the applicant to the Utility unless otherwise agreed by the Utility and may require further deposits prior to undertaking certain aspects of the application process.

Each application for extension of service requires an amendment to the Utility's Certificate of Public Convenience & Necessity (CPCN) to include the new premises within the Utility's 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 the issuance of an amended CPCN, confirmation is required that either a deposit into the Utility's Deferred Capacity Trust Fund under Schedule "C" 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, unless otherwise agreed by the Comptroller.

Once the amended CPCN is issued, and while the new Authorized Premises are not receiving Service, availability of service charges under Schedule "H" of this tariff will be applicable.

Additional applications shall be made for all extensions of Service to additional Authorized Premises and for additional purposes.

## 21. Water Main Extensions

### 21.1 General Provisions

Any waterworks installed pursuant to an application for extension of Service shall be the sole property of the Utility.

The size, type, quality of materials, and their location will be specified by the Utility and the actual construction will be done by the Utility or by a construction agency acceptable to it.

In arriving at the length of the main extension necessary to render service to any point, the distance from such point to the nearest distribution main shall be considered along lines of proper construction and common practice in the location of public waterworks, due consideration being given to the general layout of the Utility's system. The length of the extension shall be measured along the lines of proper construction from the nearest distribution main to the middle of the furthest property to be served.

The Utility will not be required to make extensions where road grades have not been brought to those established by public authority or by the Utility, acting reasonably if road grade requirements are not established by public authority at any time.

Where an 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.

#### 21.2 Method of Allocating Advances and Refunds

Advances by original applicants: When more than one applicant is involved and an advance is required in payment for a main extension, the amount of the advance shall be divided equally or as otherwise agreed among the applicants or as determined by the Utility, acting reasonably.

Advances by subsequent customers: An extension charge equal to a pro-rata share of the original cost of the main extension shall be collected by the Utility from each additional customer who connects to the original main extension within five (5) years. The extension charge collected above shall be refunded to the Customers who already have advanced deposited with the Utility, as the result of connection to the extension on an equitable basis, as determined by the Utility, acting reasonably, so that in the result all subscribers will have paid their equitable share for the extension of the service.

Advances which may be required from applicants in payment for extensions will be held by the Utility without interest. Refunds will be made in accordance with these rules and no person will be refunded an amount in excess of the amount of his advance. Refunds will be paid to the current registered owners of the Authorized Premises 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 (5) 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.

#### 22. Winter Construction

The Utility reserves the right to refuse to make extensions and install service pipe to a customer's property line under frost conditions in the winter months that would make the undertaking impractical or in the Utility's opinion, excessively costly.



### 23. Amendments to Tariff

This tariff may only be amended by the written agreement of both the Utility and the Comptroller or as otherwise set out in this section.

The rates and charges recorded in this tariff are the only lawful, enforceable and collectable rates and charges of the Utility, and shall not be amended without the consent of the Comptroller. The Comptroller, on the Comptroller's own motion, or on complaint of the Utility or other interested persons that the existing rates in effect and collected or any rates charged or attempted to be charged for service by the Utility are unjust, unreasonable, insufficient, unduly discriminatory or in contravention of the *Water Utility Act*, regulations or law, may, after investigation, determine the just, reasonable and sufficient rates to be observed and in force, and shall, by order, fix the rates.

The Utility may submit to the Comptroller, by letter of application together with full supporting documentation, proposed amendments to rates and charges, and other terms and conditions of service. After initial review of the application, the Comptroller may require the Utility to give an acceptable form of notice of the application to its customers and other interested persons. The notice will state a specific time period within which any interested persons may submit objections to the application to the Comptroller. After investigation of the application and any objections thereto, the Comptroller will decide the matter and notify all interested persons of his decision.

### 24. Disputes

In case of disagreement or dispute regarding the application of any provision of these terms and conditions, or in circumstances where the application of the terms and conditions appears impracticable or unjust to either party, the Utility, or the applicant or applicants, may refer the matter to the Comptroller for adjudication.

### **Schedule “A” – Bed Unit Calculations**

As of the date of this tariff, the Bed Unit allocations for the Authorized Premises are as follows:

- a) Each studio and one bedroom accommodation unit is deemed to be comprised of 2 Bed Units;
- b) Each two bedroom accommodation unit is deemed to be comprised of 4 Bed Units;
- c) Each three bedroom accommodation unit is deemed to be comprised of 6 Bed Units;
- d) Each four bedroom accommodation unit is deemed to be comprised of 8 Bed Units;
- e) Each five bedroom accommodation unit is deemed to be comprised of 10 Bed Units;
- f) Each single detached accommodation unit is deemed to be comprised of 10 Bed Units unless an inspection conducted by the Utility at the request of the Unit owner confirms otherwise; subject to a minimum of 4 Bed Units;
- g) Each commercial hotel accommodation unit is deemed to be comprised of 2 Bed Units;
- h) Each rental accommodation, rental suite, or bed and breakfast suite is covered under categories (a) to (g) above;
- i) Each unit of seating capacity within a commercial restaurant, bar or lounge facilities is deemed to be comprised of 1.3 Bed Units;
- j) Each year round full time resort employee, or equivalent, is deemed to be comprised of 0.40 Bed Units; and
- k) Each recreational vehicle stall served by the Utility is deemed to be comprised of 2 Bed Units.

**Schedule "B" -Water Service Connection**

The charges shown below apply to connections to a main (see page 2, section 2).

The connection charge (a) recovers the cost incurred by the Utility, and 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 herein includes any administrative overhead incurred.

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

- (a) Connection Charge: At Cost
  
  
- (b) Connection of Customer's Service pipe to an existing curb stop \$100.00

**Schedule "C" -Contribution in Aid of Future Construction**

Where as a result of a Premises becoming qualified as Authorized Premises a greater number of Units require or may require Service from the Utility, thus utilizing waterworks capacity presently or in the future, then, upon application for an extension of Service, in addition to the connection charge and any main extension costs, the charge shown below shall be paid.

For each domestic service Premises  
qualifying as Authorized Premises

To be determined when required.

Note: 1. 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.

**Schedule "D" – Domestic Service Flat Rates**

Applicability: To domestic Service Customers receiving Service including single detached accommodation, townhouses, duplexes, fourplex units and suites contained therein and apartments.

\$16.00 per Bed Unit semi-annually.

- a) Studio or 1 bedroom accommodation = 2 Bed Units x \$16.00 = \$32.00/semi-annually.
  - b) 2 bedroom accommodation = 4 Bed Units x \$16.00 = \$64.00/semi- annually.
  - c) 3 bedroom accommodation = 6 Bed Units x \$16.00 = \$96.00/semi- annually.
  - d) 4 bedroom accommodation = 8 Bed Units x \$16.00 = \$128.00/semi- annually.
  - e) 5 bedroom accommodation = 10 Bed Units x \$16.00 =\$ 160.00/semi- annually.
  - t) Single detached accommodation = 10 Bed Units x \$16.00 = \$160.00/semi-annually. Each single detached accommodation unit is deemed to be comprised of 10 bed units unless an inspection conducted by the Utility at the request of the Unit owner confirms otherwise; subject to a minimum of 4 Bed Units.
1. See Schedule " A " for calculation of equivalent Bed Units.
  2. 10% of the above rates collected will be deposited into a Replacement Reserve Trust Fund and may only be released with the written authorization of the Comptroller of Water Rights.

### Schedule "E" -Commercial Service Flat Rates

Applicability: To all commercial Service Customers receiving Service.

Rate: \$16.00 per Bed Unit semi-annually..

- a) Fernie Alpine Resort employees =  $200 \times .4 \times \$16.00 = \$1,280.00$ /semi-annually.
- b) Recreational Vehicle parking stall =  $39 \times 2 \times \$16.00 = \$1,248.00$ /semi- annually.
- c) Day Lodge and public washrooms =  $300 \times 1.3 \times \$16.00 = \$6,240.00$ /semi-annually.
- d) Griz Bar =  $170 \times 1.3 \times \$16.00 = \$3,536.00$ /semi-annually.
- e) Mean Bean =  $92 \times 1.3 \times \$16.00 = \$1,914.00$ /semi-annually.
- f) Kelsey's Restaurant =  $140 \times 1.3 \times \$16.00 = \$2,912.00$ /semi-annually.
- g) Kelsey's Lounge =  $60 \times 1.3 \times \$16.00 = \$1,248.00$ /semi-annually.
- h) The Wood Restaurant =  $150 \times 1.3 \times \$16.00 = \$3,120.00$ /semi-annually.
- i) Lizard Creek Restaurant =  $114 \times 1.3 \times \$16.00 = \$2,371.00$ /semi-annually.
- j) Gabriella's Restaurant =  $35 \times 1.3 \times \$16.00 = \$728.00$ /semi-annually.
- k) Alpine Japanese Restaurant =  $25 \times 1.3 \times \$16.00 = \$520.00$ /semi-annually.
- l) Lizard Creek Lounge =  $25 \times 1.3 \times \$16.00 = \$520.00$ /semi-annually.
- m) Griz Inn Lounge =  $170 \times 1.3 \times \$16.00 = \$3,536.00$ /semi-annually.
- n) Snow Creek Lounge =  $100 \times 1.3 \times \$16.00 = \$2,080.00$ /semi-annually.
- o) Wolfs Den =  $42 \times 2 \times \$16.00 = \$1,344.00 + 1 \times 6 \times \$16.00 = \$96.00$ ; Total \$1 440.00/semi-annually.
- p) Lizard Creek Hotel =  $4 \times 2 \times \$16.00 = \$128.00 + 10 \times 4 \times \$16.00 = \$640.00$ ; Total \$768.00/semi-annually.

- Note: 1. All new customers beyond those listed in (a) to (P) above will be charged a rate of \$16.00 semi annually per equivalent bed-units as calculated in accordance with Schedule " A " of this Tariff.
2. 10% of the above rates collected will be deposited into a Replacement Reserve Trust Fund and may only be released with the written authorization of the Comptroller of Water Rights.

**Schedule "F" -Meter Rates -Domestic**

Applicability: To all customers with metered services.

Rates: N/A

**Schedule "G" -Fire Hydrant & Standpipe Rates  
Per Fire Per Protection Agreement**

Applicability: Within that portion of the Utility's authorized Service area in the  
\_\_\_\_\_ fire protection district or other recognized local fire protection authority.

Rates: N/A



**Schedule "H" -Availability of Service Charge as per Rent Charge Agreement(s)**

Applicability: To the owners of all Authorized Premises which are subdivided lots, which have Service to the property boundary and which have a Rent Charge Agreement (the " Agreement") registered on title, payable from the date of the registration of the Agreement, or such later date as is agreed to by the Utility, until Service is connected to the Premises and ready to use at which time the rates for Service will become payable in accordance with schedules "D" to "F".

Rate: \$19.20 per Bed Unit calculated annually and billed semi-annually.

- a) Single detached lot, \$192.00 annually.
- b) Medium density residential lots, \$38.40 per number of potential residential accommodation units based on land use designation as determined by the Utility.
- c) Medium density commercial accommodation lots, \$38.40 per commercial accommodation units based on land use designation as determined by the Utility.

Note: 1. 10% of the above rates collected will be deposited into a Replacement Reserve Trust Fund and may only be released with the written authorization of the Comptroller of Water Rights.