



Sewer Tariff - Revised July 1st, 2022

Terms & Conditions and Rate Schedule for Sewer Service At Silver Star Mountain, British Columbia

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This document is available for public inspection at the company's offices at Silver Star Mountain or at www.silverhawkutilities.com Please contact (250) 558-9877 to view in person.

RATES EFFECTIVE January 1st, 2022

SILVERHAWK UTILITIES INC.



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Receipt of Service

As a condition of receiving Service from Silverhawk Utilities Inc., the Customer agrees to be bound by the Terms and Conditions and Rate Schedule. Without limitation, the receipt of Service shall constitute acceptance by the Customer of all the provisions of the Terms and Conditions. The receipt of Service includes all undeveloped Vacant Lots that currently have a Sewer Connection ready to be connected to, and/or Reserved Capacity within the Sewer System. All fees are subject to change without notice and will be revised as circumstances alter the operations of the Sewer System.

1. Wastewater Discharge Standards - No person shall discharge directly or indirectly or deposit or cause or permit the discharge of any substance that is harmful to the environment into the Wastewater Collection System. This includes but is not limited to:

- A) Any waste for which a connection permit from Silverhawk Utilities has not been granted
- B) Flammable, toxic or explosive substances;
- C) Toxic or poisonous substances;
- D) Strong acids or alkaline solutions;
- E) Solid or viscous substances;
- F) Substances having a temperature greater than one-hundred and eighty degrees Fahrenheit;
- G) Fats, wastes, greases or oils
- H) Heavy metals;
- I) Phenols or odour/ taste producing substances;
- J) Radioactive wastes;
- K) Any wastes not susceptible to the type of treatment provided
- L) Any industrial wastes;
- M) Any chlorinated matter;
- N) Any non-biodegradable materials such as sanitary napkins, tampons, tampon applicators, condoms, plastics, diapers etc.
- O) Ammonia and ammonia based cleaner, powder laundry detergent and non-biodegradable cleaners;
- P) Any recreational vehicle waste, in any volume.

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

*Refer to *Schedule "F" Restricted & Prohibited Wastewater* of this Tariff for detailed Restricted Wastewater Standards.

2. Grease Traps & Sewer Interceptors - The Customer, at its expense, must install a sewer interceptor to prevent the discharge of restricted waste into the Wastewater Works Sewer in the following circumstances;

Grease and oil interceptors shall be installed for all food preparation facilities sufficient to prevent the discharge of grease and oil to the sanitary sewer system.

Grease, oil and sand interceptors shall be installed at all vehicle repair and maintenance establishments sufficient to prevent the discharge of grease, oil and sand to the sanitary sewer system

- **Installation** – Sewer interceptors shall be installed according to the following conditions,



All interceptors shall be installed upstream of the Service Line and shall be located so as to be readily accessible for inspection and maintenance.

At the time of connection, new services shall have installed an interceptor. For existing uses, an interceptor shall be installed within 90 calendar days of written notice from Silverhawk Utilities Inc. unless extended for good cause shown, which will be solely determined by Silverhawk Utilities Inc.

- **Maintenance** – The owner or occupier of any premises upon which an interceptor is installed shall maintain the interceptor in a serviceable condition at all times. Silverhawk Utilities Inc. at its sole discretion, may request that the owner or occupier of any premises upon which a grease, oil or sand interceptor is installed to provide records of maintenance of the interceptor.

3. Dumping and Drainage into Manholes - Kindly report any storm runoff, trucks, or persons dumping anything into a manhole. This can seriously affect the sanitary and storm water systems. Contact our field staff Jim Huffman @ 250-309-2827 or Keaton Brown @ 250-306-5232 and if possible, please take a picture of the offence and email it to our office.

4. Overdue Fees - Please keep your contact information current. Penalties for late payment will be charged at 1.5 % per month on all overdue accounts as is standard within the industry. Overdue accounts of more than 90 days will be disconnected from the sewer system and considered to have Lost Capacity within the Sewer System. See item 17 for information on disconnection. Overdue account customers are responsible for any and all costs, legal and collection fees that are incurred in order to collect invoiced fees and interest charges.

5. New Client Setup Fee & Contact Information - The current rate to set up a New Client Account with Silverhawk is \$175.00 per property. It is the responsibility of the homeowner to provide **written** changes of contact information to silverhawk@waterworks.ca A Locate client fee of \$75.00 will apply if the information is not provided to the above email address.

6. Title Transfers & Sale of Property - Includes meter reading, preparing bill, and communication with lawyers.

- 7 working day notice / only one meter reading trip required - \$75.00 fee
- 3 - 6 working day notice - \$110.00
- 1 - 2 working day notice - \$ 150.00

The property owner is responsible for all charges up to the date of the sale of the property and must inform the law firm and new owner of these charges against the property. It is the property owners responsibility to advise their lawyer to contact Silverhawk Utilities Inc. to obtain a final reading and billing. If this is not done the new owner will be responsible for all charges. The new owner can come back on the previous owner for these charges.

7. Roof Drain Fee & Storm Connection Fee - Purchasers and owners of properties at Silver Star Mountain are liable for any storm connections or management deficiencies that Silverhawk deems to exist on their property. We reserve the right to request the disconnection of any storm related service that is connected to the sanitary system



at the property owner's expense. This activity is against the building plumbing code and is therefore an illegal connection.

8. Hot Tubs & Swimming Pools - All Hot Tubs and/or Swimming Pools are not to be discharged into the sanitary sewer system without prior written consent from Silverhawk Utilities Inc. No discharge into the sanitary sewer system is permitted during the peak spring run off period of April 1st to June 30th of every year. Failure to adhere to these regulations, discharging without written consent from Silverhawk Utilities Inc., or discharging during peak spring run off periods could result in serious damage to the sewer system and the environment due to excessive flows and will result in:

- Immediate physical disconnection from the sanitary sewer system.
- The property will have lost the rights to capacity in the sewer system. To reconnect, all applicable set-up and connection fees will be billed.
- Properties will be charged at a rate of \$150.00/m³ discharged illegally into the sewer system.

Silverhawk Utilities Inc. reserves the right to charge for any and all damages, including legal fees. If environmental impact results, the discharger and owner of the property will be subject to the appropriate laws and statutes.

9. Stormwater Infiltration - Storm waters are not to be pumped or discharged into the sanitary sewer system and into manholes. Properties with infiltration from storm water will be charged at 3x the current consumption rate for water. The amount of infiltration will be based upon readings from meters at the properties connection to the sanitary sewer system. Where a meter at the connection to the sanitary sewer system is not present, the amount of infiltration will be based on excess flow into the system. This amount will be equitably distributed across the properties responsible for the infiltration. In the event of an emergency where storm waters enter the sanitary sewer system, Silverhawk reserves the right to take immediate action. Any and all costs incurred by this action will be equitably distributed over the client base. Storm water draining into a manhole is not permitted. Please report this activity immediately to one of our Operators; Jim Huffman @ 250-309-2827 or Keaton brown @ 250-306-5232.

10. Non-Operating Meter & Remote Readout Pad - It is imperative that you ensure that your meter is properly functioning and accessible at all times. If meter readings cannot be taken, the utility will be required to make assumptions on consumption. Consumption will be based on the maximum experienced in the same rate category. Meters older than 10 years must be replaced with a utility approved water meter. Tampering with a meter or failure to repair a meter will result in disconnection from the sewer system. In the event that a water meter and or remote readout pad is non-operational, misreading, non-existent or suspected to be faulty in any way, the Customer must replace or repair the water meter and or remote readout pad prior to initiating service on a newly developed property or a property acquired through a Title Transfer. Replacement of meters must be approved and inspected by the utility prior to removal or replacement. An hourly fee will apply.

11. Vacant Lot Fee - All undeveloped lots with Capacity in the sewer system will be charged a Vacant Lot Fee yearly. If the Vacant Lot Fee is not paid, Capacity in the system will be lost. To reinstate capacity, refer to item 13 Lost Capacity & Additional Capacity Hook-Up Fees. Receipt of Service includes all undeveloped Vacant Lots that currently have an available Sewer Connection, and/or Reserved Capacity within the Sewer System.



12. Renovations - Any existing dwelling unit (including garage), that undergoes a change that adds room for sleeping (pillows), must contact Silverhawk Utilities and request additional capacity.

13. Lost Capacity & Additional Capacity Hook-Up Fees - All R1, R2 and R4 zoned lots have the capacity of 9.5 pillows (11 pillows in Alpine Meadows Development, 9.5 pillows x2 for specific duplex lots in The Ridge Developments). In the case of Lost Capacity or to initiate additional capacity within the system, all properties will be required to pay the current hook-up fee per pillow. The current Residential Hook-up Fee is \$2,395.90 per pillow and the current Commercial Hook-up Fee will be determined on a case-by-case basis. (Hook-up fees are subject to change without notice.) The following formula will apply: Studio/Bachelor = 4 pillows, 1 bedroom = 6 pillows, 2 bedroom = 8 pillows, 3 bedroom = 10 pillows, 4 bedroom = 14 pillows, 5 bedroom = 16 pillows. For pillow count purposes a separate room such as a den, office, media room, storage room (any room with potential sleeping room) will be considered a sleeping room and additional pillows will apply. Undeveloped space will be charge at maximum pillow count. A pillow is defined as a one person or one person equivalent sleeping area. Commercial units shall be determined on a case-by-case basis. For Commercial use please contact the Utility.

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

- A separate wastewater inspection chamber for each property, as specified by Silverhawk
- The make and model of wastewater inspection chamber must be approved by Silverhawk
- The inspection chamber must be installed at the property line and will remain plugged until the Service has been inspected and approved by Silverhawk.
- The inspection chamber must be protected from damage at all times. Do not allow trucks to drive over the inspection chamber. Damaged inspection chambers will be replaced at the owner’s expense.

15. Access - Employees and representatives of Silverhawk Utilities Inc. are entitled to enter all properties serviced by Silverhawk Utilities Inc. for meter reading, maintenance, sanitary and storm inspections, emergencies, potential safety issues, to remedy any problem where there is a potential for environmental damage, to disconnect a service for lack of payment or serious abuse of the service as determined solely by Silverhawk Utilities Inc. At any time Silverhawk Utilities Inc. may request access to the property within 24 hours to allow access into any residential or commercial building to inspect sanitary and or storm piping and systems, and to verify pillow counts.

16. Payment - All undisputed amounts are to be paid promptly or interest will apply as per item 4. Any disputed amounts are to be reported within 10 days of receipt of the invoice. Dispute resolution shall be conducted pursuant to the Dispute Resolution Procedure attached as Schedule “G” to this Sewer Tariff, the terms of which are hereby incorporated into this document. If no errors are found, interest will apply to all amounts owed including the disputed amounts. Silverhawk Utilities Inc. reserves the right to apply payments to such outstanding amounts in such order as it deems fit, however, payments shall be deemed to be made towards the oldest invoice and shall be



deemed to be an acknowledgment of any amounts outstanding as of the date of the payment. Payments must be received on or before the due date to qualify for any applicable discounts and all arrears must be paid prior to being entitled to any applicable discounts. Further, by accepting the discount for prompt payment, the property owner hereby agrees to be bound by any new terms contained in the terms and conditions as may be amended from time to time. Post-dated cheques are acceptable.

17. Disconnection - If an account remains unpaid after 90 days, or the property owner has violated regulations the property will be disconnected from the sewer system. Silverhawk Utilities Inc. will not be held responsible whatsoever for any damages caused by disconnection or interruption of service, which include but is not limited to, loss of revenues or interruption of business. Property owners will be responsible for any and all costs incurred to physically disconnect or reconnect to/from the sewer system. The property will have lost the rights to its Capacity in the Sewer System. To reconnect and reinstate Capacity, all applicable set-up and connection fees will be billed. Please refer to item 13 “Lost Capacity & Additional Capacity Hook-Up Fees” for the exact charge. Rates are currently \$2,395.90 per pillow. All fees are subject to change without notice.

18. Annual Fixed Fee / Secondary Units – An additional Annual Residential Fixed Fee will be charged per unit to properties on Silver Star Mountain that have two or more dwelling units. Under the Regional District of North Okanagan Building Bylaw No. 2670, 2015 Section 606 (2) it states; “Where a water connection is made at Silver Star Mountain to a duplex, or a single family dwelling and a suite, the owner shall install a water meter appliance to each dwelling unit.” Regardless of whether or not there is physically a second meter on the property, a second fixed fee will be charged for all properties that are a duplex, or a single family dwelling and a suite.

19. Annual Fixed Fee / Duplex Lots with Single Family Dwelling – An additional Annual Residential Fixed Fee will be charged to properties on Silver Star Mountain where a Single Family Dwelling is built on a duplex lot, and the Capacity of the dwelling is greater than 9.5 pillows.

20. Commercial Activity Fixed Fee - When a property engages in the short-term-rental of the building, the demand placed on the sewer system exceeds that which is generally provisioned for within residential wastewater design. This increased demand will be classified much like a hotel or bed and breakfast, as it is no longer strictly residential use, but rather includes Commercial Activity. Starting in the 2020 service year, where a property is designated as Commercial Activity through the short-term rental of the building, or portion of, they will be subject to a "Commercial Activity Fixed Fee". A Commercial Activity Fixed Fee will be charged per dwelling unit to properties on Silver Star Mountain that are involved in any aspect of advertising or facilitating the advertising of their unit for short-term rentals. For the 2020 Service Year, the Commercial Activity Fixed Fee will be an additional \$500.00 added to the Annual Residential Fixed Fee for any Dwelling Unit engaged in renting their property for short-term or seasonal rentals. All properties currently designated as Commercial (Hotels, Condos, etc.) will be assessed on a case-by-case basis.

21. Unauthorized Connections – All unauthorized connections to the Sewer System will be considered trespassing and violators will be prosecuted.

22. Responsibility for Properties with Multiple Owners - Where a property has multiple owners and each Unit is not serviced by its own Water and Wastewater Service Line (and whether the property has one or more Authorized Water Meters), all registered property owners shall be jointly and severally responsible (or the Strata Corporation, if

applicable, shall be responsible) for the Wastewater bill. In these circumstances, all registered property owners are joint and severally liable for all Service. The registered property owners may designate in writing to the Utility, a prime contact and billing address for the Utility's wastewater bill and any Service charges.

23. Sewage Backups for Properties on Silver Star Mountain - It is the responsibility of the property owner to maintain and repair the sewer line that connects their property to the main sewer line. This includes any portion of sewer line that is located past the property line but before the main sewer line. The main sewer line is owned by Silverhawk Utilities. It is the responsibility of Silverhawk Utilities to maintain the main sewer line that carries waste and wastewater to the treatment plant. When a property experiences a sewage backup on Silver Star Mountain it is the responsibility of the homeowner to arrange and pay for a sewer cleaning contractor to clean your sewer. If the contractor cannot restore your sewer service due to a blockage, please contact our Silverhawk Utilities Silver Star office to help determine the location of the blockage and to oversee that the repair work is correctly completed. Any and all costs associated with the investigation and repair that are not the responsibility of Silverhawk Utilities will be invoiced to the homeowner as per Schedule “C” Service Charges.

24. Statutory Right of Way (SRW) Registration - As part of our provision of sewer services to properties located at Silver Star Mountain, Silverhawk Utilities Inc. requires the registration of a Statutory Right of Way (“SRW”). The SRW provides Silverhawk Utilities Inc. rights to service their Works (as defined by the SRW) as a condition of their providing services to the property. These works include the mainline connection point located on the property, but do not include the sewer line connection from the building to the mainline connection point. In most cases these Works are located within the setback areas of the property. In the event the property owner wishes to also register a plan area to define the Works, the property owner can have this plan prepared by a BC Land Surveyor at their expense following connection to the mainline.



Standard Fees and Charges Schedules

In accordance with applicable sections of this Tariff, Services rendered by Silverhawk Utilities Inc. will be subject to the following charges, rates, or fees, with taxes added where applicable.



Schedule "A" - Wastewater Service Connection

The charges below apply to connections to a Wastewater Main.

Connection charge (a) below recovers the Costs incurred by Silverhawk Utilities Inc., and not otherwise recovered, of installing a service connection from the wastewater Main to the edge of the Customer's Premises. Costs herein include any administrative overhead incurred.

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

- | | |
|---|------------------------|
| (a) Connection Charges | At the Utilities costs |
| (b) Connection of Customer's service pipe to an existing Inspection Chamber | At the Utilities costs |



Schedule “B” - Capacity Hook-Up Fees

The charges shown below apply only to eligible premises as granted through the issuance of a Sewer Application and Inspection Form.

Where as a result of eligible premises becoming qualified as authorized Premises a greater number of Units require or may require Service from Silverhawk Utilities Inc., thus utilizing Wastewater Works capacity presently or prospectively, then, upon application for a service connection, in addition to the Sewer Application and Inspection charge and any Main Extension costs, the charge shown below be paid.

For each Unit qualifying as authorized Premises	\$ to be determined.
Additional and/or Excess Capacity	\$2,395.90/pillow



Schedule "C" - Service Charges

Service related charges when applying for Wastewater Service - The following standard fees and charges will be applicable to the provision of Wastewater Service to applicants or Customers. Charges for collecting Wastewater Service are intended to recover Silverhawk Utilities Inc.'s cost in responding to the request. The nature of the request will determine the appropriate charges as follows:

- a) An administration charge shall apply at the time an application for Wastewater Service is made by any applicant (whether for commencement of Wastewater Service at existing authorized Premises or for a new connection).
- b) For Wastewater Service to Premises that have not previously been connected to Silverhawk Utilities Inc.'s Wastewater Works, the applicant shall pay the connection and contribution charges shown in Schedule "A" and/or "B" of this Tariff.
- c) A Turn-on fee shall be applicable when the removal of the stop in an existing Inspection Chamber is made at a date after the service connection was installed.
- d) All other charges are subject to the provisions of the Tariff.

Application Fees

- Administrative fee for new applicant (New Client Setup Fee) \$175.00
- Transfer of Wastewater Service (change in Customer) \$0.00
- Change of billing address \$0.00
- Temporary Service At the Utilities costs
- Customer Locate Fee \$75.00
- Storm Inspection Fee \$200.00
- Sewer Inspection Fee \$350.00
- Final Reading Request
 - 7 Working Day Notice / One meter reading trip required \$75.00
 - 3 – 6 Working Day Notice \$110.00
 - 1 – 2 Working Day Notice \$150.00

Inspection Chamber Fee

- Inspection Chamber At the Utilities costs

Administration Charges

- Late Payment Charge of 1.5% per month (19.56% per annum) on outstanding balance as defined in Section 11 (Billing).
- Returned Cheque Charge \$25.00



Schedule "C" - Service Charges (Continued)

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

Contravention of Wastewater use restriction

- First occurrence (all others) \$500.00
- Further occurrences \$1,000.00

In addition, all Restricted Wastewater will be charged at the following rates:

- Metered Rate for Restricted Wastewater \$150.00/cubic meter

Removal of Materials

(Required Access to Wastewater Inspection Chamber)

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

Turn on Wastewater Service (per occurrence)

- Turn on of wastewater collection system after Discontinuance of Service \$50.00

Where other services are performed, costs shall be:

- Materials: At the Utilities costs
- Utility Staff Labour: At the Utilities costs
(After hours to be charged double time)
- Utility Back Hoe Equipment At the Utilities costs
- Other Contracted Services: At the Utilities costs



Schedule “D” - Rates for Wastewater Service

Applicability: Within the Service Area of Silverhawk Utilities Inc.

Availability: To all Customers of Silverhawk Utilities Inc.

I) Water Usage Rates

Metered Rate

- 2021 Usage Rate: \$9.41 per Cubic Meter
- 2022 Usage Rate: \$9.41 per Cubic Meter

II) Annual Fixed Fees

Residential Fixed Fee

- 2020 Residential Fixed Fee \$949.89 per annum
- 2021 Residential Fixed Fee \$949.89 per annum
- 2022 Residential Fixed Fee \$1,092.37 per annum

Commercial Fixed Fee

- 2020 Commercial Fixed Fee \$ to be determined
- 2021 Commercial Fixed Fee \$ to be determined
- 2022 Commercial Fixed Fee \$ to be determined

Vacant Lot Fixed Fee

- 2020 Vacant Lot Fee \$949.89 per annum
- 2021 Vacant Lot Fee \$949.89 per annum
- 2022 Vacant Lot Fee \$1,092.37 per annum

Commercial Activity Fixed Fee

- 2021 Commercial Activity Fixed Fee \$1,449.89 per annum



Schedule “E” - Vacant Lot Fees / Availability of Service Charge

Applicability: To owners of undeveloped lots at Silver Star Mountain with Wastewater Service available to be connected to. The Vacant Lot Fee becomes effective starting on the day an owner takes possession of the property.

Availability: All owners of the lots to which this rate is applicable shall pay the rate during the period they are not users of Wastewater Service.

Rates:

- 2020 Vacant Lot Fee \$949.89 per annum for single family lots
- 2021 Vacant Lot Fee \$949.89 per annum for single family lots
- 2022 Vacant Lot Fee \$1,092.37 per annum for single family lots

Note: Once a Customer has received approval to connect to Silverhawk Utilities Inc.'s Wastewater Works, has passed inspection and has been accepted by Silverhawk Utilities Inc. as a Customer, this rate will no longer apply to the portion of the property connected to Silverhawk Utilities Inc.'s Wastewater Works.

Should a Customer choose to develop a property, other than a single family lot, in a phased manner over one or more years, then each Dwelling Unit in each phase must be inspected and accepted by Silverhawk Utilities Inc. prior to Silverhawk Utilities Inc. removing this charge.

Schedule “F” - Restricted & Prohibited Wastewater

Restricted & Prohibited Wastewater includes but is not limited to:

- a) Any waste for which a connection permit from Silverhawk Utilities has not been granted
- b) Flammable, toxic or explosive substances;
- c) Toxic or poisonous substances;
- d) Strong acids or alkaline solutions;
- e) Solid or viscous substances;
- f) Substances having a temperature greater than one-hundred and eighty degrees Fahrenheit;
- g) Fats, wastes, greases or oils;
- h) Heavy metals;
- i) Phenols or odour/ taste producing substances;
- j) Radioactive wastes;
- k) Any wastes not susceptible to the type of treatment provided;
- l) Any industrial wastes;
- m) Any chlorinated matter;
- n) Any non-biodegradable materials such as sanitary napkins, tampons, tampon applicators, condoms, plastics, diapers etc.;
- o) Ammonia and ammonia based cleaner, powder laundry detergent and non bio degradable cleaners;
- p) Any recreational vehicle waste, in any volume.

Table F1 - Conventional Contaminates and Physical Parameters(mg/L except as noted)

Factor / Substance	Total Concentration Limit
Biological Oxygen demand	400
Oil and grease – animal and vegetable	100
Oil and grease – mineral and synthetic	20
Suspended Solids, Total	400
pH	6.0 – 11.5 (unit less)
Temperature	60 Degrees Celsius

Table F2 - Organic Contaminates

Factor / Substance	Total Concentration Limit
Benzene	0.01
Benzidine and benzidine Dihydrochloride	Insufficient data to establish limit
Chloroform	0.04
Dichlorobenzene (1,2-)	0.088
Dichlorobenzene (1,4)	0.09
Ethylbenzene	0.057

Hexachlorobenzene	0.055
Methylene chloride (dichloromethane)	0.0981
PCBs (chlorobiphenyls)	0.004
Phenols, Total (or Phenolic) Compounds	1
Tetrachloroethane (1,1,2,2 -)	0.04
Tetrachloroethylene	0.05
Toluene	0.08
Trichloroethylene	0.054
Xylenes, total	0.32

Table F3 - Inorganic Contaminates

Factor / Substance	Total Concentration Limit
Ammonia	24
Arsenic, total	0.1
Cadmium, total	0.2
Chloride	1500
Chromium, total	0.37
Cobalt, total	5
Copper, total	1
Cyanide, total	1.0
Lead, total	0.1
Mercury	0.1
Molybdenum, total	5
Nickel, total	0.55
Nitrogen, total Kjeldahl	70
Phosphorus, total	12
Selenium, total	0.82
Silver, total	0.29
Sulphates (as SO ₄)	1500
Sulphide (H ₂ S)	0.3
Zinc, total	0.03



Schedule “G” - Dispute Resolution Procedure

Any disputes between Customers and Silverhawk Utilities Inc. (“Silverhawk”) concerning the execution of Silverhawk’s responsibilities under its Terms & Conditions and Rate Schedule (for reasons other than termination of the Customer’s Service Agreement or disconnection of the Customer from Silverhawk’s system), will be settled according to the following dispute resolution process:

If you would like to dispute your bill, you must first email a complaint to Silverhawk at silverhawk@waterworks.ca and submit the complaint within 10 business days of the date of the invoice. The email complaint must outline the name of the Customer, account number, property address, phone number and email address along with a detailed outline of why the Customer feels the invoice is incorrect. Silverhawk shall be entitled to communicate and provide all information to the Customer at the email address provided.

Failure by the Customer to meet any of the deadlines set out below will be deemed to be acceptance of the meter readings and per cubic meter rate.

DISPUTE RELATING TO METER READING AND AMOUNT OF WATER USED

1. Within 10 business days of the receipt by Silverhawk of the complaint email relating to the meter reading and amount of water used, Silverhawk will confirm receipt of the complaint and provide an invoice to the Customer for the non-refundable testing fee of \$150.00. If the testing fee is not received within 10 business days of the confirmation by Silverhawk of receipt of the complaint, no further investigation will be taken.
2. Prior to Silverhawk proceeding with an investigation, the disputed invoice must be paid in full. If full payment of the disputed invoice is not received within 10 business days of the confirmation by Silverhawk of receipt of the complaint, no further investigation will be taken.
3. Silverhawk will first determine that the meter has been properly read. If an investigation of the meter and meter records establishes that the meter was misread or there was a failure of utility equipment, an adjustment will be issued. If the test discloses an error of over 5% in favour of Silverhawk, the Customer’s account will be adjusted accordingly and a credit for that amount will be applied to the next invoice. If the test shows an error in favour of the Customer, the Customer will pay the difference between the amount previously invoiced and the adjusted amount.
4. If the customer questions the accuracy of the meter reading and insists upon further investigation, the customer must first pay a further non-refundable testing fee of \$150.00 within 10 business days of the request to proceed with further investigations. If the fee is not received within 10 business days, no further investigation will be taken. Where the actual cost of the test exceeds the testing fee deposited with Silverhawk, the customer will pay the difference between the actual cost of the test and the amount of the testing fee.

5. Silverhawk will provide a written response of the outcome of the dispute. A copy of the written response will be mailed to the Customer. If the Customer is unhappy with the results of the dispute, the Customer has the right to appeal by issuing a Notice of Arbitration within 10 business days of the date of the written response of the outcome.

DISPUTE RELATING TO PER CUBIC METER RATE FOR WATER USED

1. Within 10 business days of the receipt by Silverhawk of the complaint email relating to the per cubic meter rate of water used, Silverhawk will confirm receipt of the complaint and provide an invoice to the Customer for the amount of an advance deposit for review of the per meter rate plus a non-refundable processing fee of \$150.00. The advance deposit is an estimate of the cost to Silverhawk to conduct the review and includes costs of preparing and copying calculation data and administration time. If full payment of the advance deposit is not received within 10 business days of the confirmation by Silverhawk of receipt of the complaint, no further investigation will be taken and the Customer shall be conclusively deemed to have accepted the annual rate.
2. Prior to Silverhawk proceeding with an investigation, the disputed invoice must be paid in full. If full payment of the disputed invoice is not received within 10 business days of the confirmation by Silverhawk of receipt of the complaint, no further investigation will be taken and the Customer shall be conclusively deemed to have accepted the annual rate.
3. Upon receipt of the advance deposit, Silverhawk will have 30 days to provide the material relating to the per cubic meter rate to the Customer.
4. The Customer will have 10 business days to review the material. If the Customer is unhappy with the results of the dispute, the Customer has the right to appeal by issuing a Notice of Arbitration within 10 business days of the receipt of the material relating to the per cubic meter rate by the Customer. If the Customer does not issue a Notice of Arbitration within 10 business days of receipt of the material, the Customer shall be conclusively deemed to have accepted the annual rate.

ARBITRATION PROCEDURE

1. In the event the Customer issues a Notice of Arbitration, the dispute shall be submitted to an arbitration panel of three arbitrators and shall be conducted pursuant to the British Columbia *Arbitration Act*, as may be amended, or by such legislation as may apply to the conduct of commercial arbitrations within the Province of British Columbia.
2. Within 10 business days of the delivery of the Notice of Arbitration, Silverhawk and the Customer shall each provide the name of one arbitrator. Within 15 business days of exchanging the names of arbitrators, the two arbitrators shall meet and determine the name of the third arbitrator who shall act as chairperson.



3. Within 5 business days of determining the panel, the arbitration panel shall provide a non-binding estimate of costs for a 3 day arbitration. Within 10 business days of the panel providing the cost estimate, Silverhawk and the Customer shall each pay $\frac{1}{2}$ of the estimate to the chairperson. In the event the Customer fails to pay its $\frac{1}{2}$ share of the cost estimate, the Customer shall be conclusively deemed to have accepted the annual rate and the arbitration shall not proceed.
4. Regardless of the outcome of the arbitration, Silverhawk and the Customer shall be responsible for $\frac{1}{2}$ of the costs of the arbitration. The arbitration panel's jurisdiction with respect to costs shall be limited to awarding legal costs.
5. The place of arbitration shall be the City of Kelowna or the City of Vancouver, with the election of location to be made by Silverhawk at its sole discretion.

Schedule “H” – Definitions

- a) “Duplex Dwelling” means a building divided into two dwelling units connected by a common wall or by an adjoining ceiling / floor system each occupied or intended to be occupied as a residence.
- b) “Domestic Wastewater” means wastewater produced on a residential Parcel or sanitary waste and wastewater from showers and restroom washbasins produced on a non-residential Parcel.
- c) “Dwelling Unit” means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. A kitchen is one of the determining features in the definition of a dwelling unit. A non-commercial structure, or portion thereof, shall be considered a dwelling unit if it contains a kitchen as defined herein.
- d) “Fixture” means a sink, shower, tub, toilet, receptacle, appliance, apparatus or other device that discharges Wastewater, Storm Water or clear-water waste and includes floor drains and drainage catch basins.
- e) “Kitchen” means an area within a structure that is used or designed to be used for the preparation or cooking of food and that contains one or both of the following:
 - 1. Cooking appliances or rough in facilities including, but not limited to: ovens, convection ovens, stoves, stove tops, built-in grills or microwave ovens or similar appliances, 240 volt electrical outlets or any gas lines. OR
 - 2. A sink less than 18 inches in depth with a waste line drain 1-½ inches or greater in diameter AND a refrigerator exceeding five (5) cubic feet in capacity or space opening with an electrical outlet that may reasonably be used for a refrigerator exceeding five (5) cubic feet in capacity.
- f) “Inspection Chamber” means the device installed between the Service Connection and the collection pipe or main component of the Silverhawk Wastewater Works
- g) “Meter” means the used for metering or measuring water consumption used for the purposes of billing Wastewater collected through the Service.
- h) “Silverhawk Wastewater System” means the system operated and maintained by Silverhawk Utilities for the purpose of transporting Wastewater to a treatment facility, and includes the Silverhawk Wastewater Treatment Facility
- i) “Owner” means the registered owner of a Parcel
- j) “Pillow” means a one person or one person equivalent sleeping area.
- k) “Plumbing System” means an assembly of pipes, fittings, Fixtures, Traps, Sewers, drains and, appurtenances that is used to convey Wastewater, clear-water waste or drainage from a building or a Parcel, lying within the limits of the Parcel and leading to a Service Connection and the Silverhawk Wastewater System



- l) “Service Connection” means the pipe extending from the property line of the Parcel to the Silverhawk Wastewater System
- m) “Sewer” means a pipe, conduit, drain, open channel or ditch for the collection and transmission of Wastewater or Uncontaminated Water, or any combination thereof
- n) “Storm Water” means the water running off the service of a drainage area during and immediately after a period of rain or snow melt
- o) “Wastewater” means the composition of water and water-carried wastes from residential, commercial, industrial or institutional premises or any other source