

CITY OF SURREY

BY-LAW NO. 13561

A by-law to amend the provisions of "Surrey Waterworks Regulation By-law, 1969, No. 2932," as amended.

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The Council of the City of Surrey, in open meeting assembled, ENACTS AS FOLLOWS:

1. "Surrey Waterworks Regulation By-law, 1969, No. 2932," as amended is hereby further amended as follows:

(a) Section 11.(1) is deleted in its entirety and new Section 11.(1) is inserted in its place as follows:

"All applications for the installation of water service connections shall be made at the office of the General Manager of Engineering Department by the Owner(s) who shall at the time of making such application, execute an agreement with the City. Such application and agreement shall be in the form contained in Schedule "A" to this By-law except in the case of application for water service connection to agricultural lands, the application and agreement shall be in the form contained in Schedule "A-2" to this By-law."

(b) Schedules "A" and "A-1" are deleted in their entirety and are replaced with new Schedules "A" and "A-1" attached hereto and forming a part of this by-law.

(c) New Schedule "A-2", attached hereto and forming a part of this by-law, is appended immediately following new Schedule "A-1" and before Schedule "B".

2. This By-law shall be cited for all purposes as "Surrey Waterworks Regulation By-law, 1969, No. 2932, Amendment By-law, 1998, No. 13561."

PASSED THREE READINGS on the 26th day of October, 1998.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 2nd day of November, 1998.

\_\_\_\_\_ MAYOR

\_\_\_\_\_ CLERK

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SURREY WATERWORKS REGULATION BY-LAW, 1969, NO. 2932 - SCHEDULE "A"

**TO:** CITY OF SURREY (the "City")  
The General Manager, Engineering Department.

**DATE:** \_\_\_\_\_

***APPLICATION FOR WATER SERVICE CONNECTION***

I/WE, the undersigned \_\_\_\_\_ being the registered owner(s) in the New Westminster Land Title Office (the "Owner") of those lands and premises in the City of Surrey, in the Province of British Columbia known and described as:

Civic Address: \_\_\_\_\_ Parcel Identifier: \_\_\_\_\_

Legal Description: Lot \_\_\_\_ Block \_\_\_\_ Quarter Section \_\_\_\_ Township \_\_\_\_ Range \_\_\_\_ Plan \_\_\_\_  
(the "Property")

apply for a water service connection to the Property (the "Connection").

The purpose for which the water service is required:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

In consideration of the provision of the Connection by the City to the Owner and other good and valuable consideration (the receipt and sufficiency of which is acknowledged) the Owner, jointly and severally (where applicable) covenants and agrees with the City as follows:

1. That the Connection, if approved, will be subject to all conditions and limitations in Surrey Waterworks Regulation Bylaw, 1969, No 2932, as amended from time to time, including subsequent to the date of this Agreement, (the "Bylaw");
2. To duly pay all the charges, rates, fees and taxes as prescribed by the Bylaw or bylaws of the City pertaining to the supply of water under the Connection;
3. To release, indemnify and save harmless the City, its elected and appointed officials, employees and agents from and against any and all liability, actions, causes of actions, claims damages, expenses, costs, debts, demands or losses suffered or incurred by the City arising out of the breakdown or malfunction of a water facility, system or the Connection pursuant to Section 288 of the Municipal Act, R.S.B.C. 1996, c. 323 as amended;
4. To obtain from any purchaser, lessee, tenant or other transferee or occupier of the Property and to deliver to the City, an agreement to be bound by the terms of this Agreement. Provided that this agreement is obtained, then the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring **after** the Owner ceases to have any further interest in the Property;
5. That the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever; and
6. That nothing in the Bylaw shall be interpreted to mean that the City gives any assurance to the Owner with respect to the quality, pressure, quantity or continuance of the supply of water.

\_\_\_\_\_  
initials

*Witness:	)	
_____	)	_____
Name	)	** (Signature of Owner)
_____	)	_____
Address	)	(Please Print Name)
_____	)	_____
Occupation	)	** (Signature of Owner)
_____	)	_____
as to all signatures	)	(Please Print Name)

\* The Witness to the signature(s) of the Owner cannot be a City employee or a person residing at the Property.  
\*\* Only the registered owner may sign this agreement (no agents).

SURREY WATERWORKS REGULATION BY-LAW, 1969, NO. 2932 - SCHEDULE "A-1"

**TO:** CITY OF SURREY (the "City")  
The General Manager, Engineering Department.

**DATE:** \_\_\_\_\_

***APPLICATION FOR A TEMPORARY WATER SERVICE CONNECTION***

I/WE, the undersigned \_\_\_\_\_ being the registered owner(s) in the New Westminster Land Title Office (the "Owner") of those lands and premises in the City of Surrey, in the Province of British Columbia known and described as:

Civic Address: \_\_\_\_\_ Parcel Identifier: \_\_\_\_\_  
Legal Description: Lot \_\_\_\_\_ Block \_\_\_\_\_ Quarter \_\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ Plan \_\_\_\_\_  
(the "Property")

apply for a temporary water service connection to the Property (the "Temporary Connection").

The purpose for which the water service is required:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

In consideration of the provision of the Temporary Connection by the City to the Owner and other good and valuable consideration (the receipt and sufficiency of which is acknowledged) the Owner, jointly and severally (where applicable) covenants and agrees with the City as follows:

1. That the Temporary Connection, if approved, will be subject to all conditions and limitations in Surrey Waterworks Regulation Bylaw, 1969, No 2932, as amended from time to time, including subsequent to the date of this Agreement, (the "Bylaw");
2. That the City may discontinue the Temporary Connection at its option with three months written notice;
3. To duly pay all the charges, rates, fees and taxes as prescribed by the Bylaw or bylaws of the City pertaining to the supply of water under the Temporary Connection;
4. To maintain the connecting pipe between the Temporary Connection and the Property in good condition at all times;
5. To support any application or petition by other Owner(s) for extension of a water main which will provide service directly to the Property;
6. To release, indemnify and save harmless the City, its elected and appointed officials, employees and agents from and against any and all liability, actions, causes of actions, claims damages, expenses, costs, debts, demands or losses suffered or incurred by the City arising out of the breakdown or malfunction of a water facility, system or the Temporary Connection pursuant to Section 288 of the Municipal Act, R.S.B.C. 1996, c. 323 as amended;
7. To obtain from any purchaser, lessee, tenant or other transferee or occupier of the Property and to deliver to the City, an agreement to be bound by the terms of this Agreement. Provided that this agreement is obtained, then the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring **after** the Owner ceases to have any further interest in the Property;
8. That the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever; and
9. That nothing in the Bylaw shall be interpreted to mean that the City gives any assurance to the Owner with respect to the quality, pressure, quantity or continuance of the supply of water.

\*Witness: \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 Name \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 Address \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 Occupation \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 as to all signatures \_\_\_\_\_ )

\_\_\_\_\_  
 \*\* (Signature of Owner)  
 \_\_\_\_\_  
 (Please Print Name)  
 \_\_\_\_\_  
 \*\* (Signature of Owner)  
 \_\_\_\_\_  
 (Please Print Name)

initials

\* The Witness to the signature(s) of the Owner cannot be a City employee or a person residing at the Property.  
 \*\* Only the registered owner may sign this agreement (no agents).

SURREY WATERWORKS REGULATION BY-LAW, 1969, NO. 2932 - SCHEDULE "A-2"

**TO:** CITY OF SURREY (the "City")  
The General Manager, Engineering Department.

**DATE:** \_\_\_\_\_

***APPLICATION FOR WATER SERVICE CONNECTION TO AGRICULTURAL LANDS***

I/WE, the undersigned \_\_\_\_\_ being the registered owner(s) in the New Westminster Land Title Office (the "Owner") of those lands and premises in the City of Surrey, in the Province of British Columbia known and described as:

Civic Address: \_\_\_\_\_ Parcel Identifier: \_\_\_\_\_  
Legal Description: Lot \_\_\_\_ Block \_\_\_\_ Quarter Section \_\_\_\_ Township \_\_\_\_ Range \_\_\_\_ Plan \_\_\_\_  
(the "Property")

apply for a water service connection to the Property (the "Connection") for the purpose of domestic use only.

In consideration of the provision of the Connection by the City to the Owner and other good and valuable consideration (the receipt and sufficiency of which is acknowledged) the Owner, jointly and severally (where applicable) covenants and agrees with the City as follows:

1. That the Connection, if approved, will be subject to all conditions and limitations in Surrey Waterworks Regulation Bylaw, 1969, No 2932, as amended from time to time, including subsequent to the date of this Agreement, (the "Bylaw");
2. To duly pay all the charges, rates, fees and taxes as prescribed by the Bylaw or bylaws of the City pertaining to the supply of water under the Connection;
3. To not to rely upon the water supplied to the Property for the purpose of fire protection or fire-fighting;
4. That provision of the Connection to the Property may result in increased water use which may affect the efficient functioning of the septic sewage disposal system on the Property. In connection therewith the Owner agrees to monitor and maintain any such septic sewage disposal system in accordance with the health standards and practices applicable to such septic sewage disposal system;
5. To release, indemnify and save harmless the City, its elected and appointed officials, employees and agents from and against any and all liability, actions, causes of actions, claims damages, expenses, costs, debts, demands or losses suffered or incurred by the City arising out of the breakdown or malfunction of a water facility, system or the Connection pursuant to Section 288 of the Municipal Act, R.S.B.C. 1996, c. 323 as amended, including without limitation:
  - (a) damages, death, injury or harm arising from the deliberate and inherent inability of the domestic water distribution system to provide fire protection, and
  - (b) damages, injury or harm to the Owner's septic sewage disposal system arising from the provision of water by the City to the Property;
6. To obtain from any purchaser, lessee, tenant or other transferee or occupier of the Property and to deliver to the City, an agreement to be bound by the terms of this Agreement. Provided that this agreement is obtained, then the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring **after** the Owner ceases to have any further interest in the Property;
7. That the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever; and
8. That nothing in the Bylaw shall be interpreted to mean that the City gives any assurance to the Owner with respect to the quality, pressure, quantity or continuance of the supply of water.

\_\_\_\_\_  
initials

*Witness: _____ )	
_____ )	
Name _____ )	** (Signature of Owner)
_____ )	
Address _____ )	(Please Print Name)
_____ )	
Occupation _____ )	** (Signature of Owner)
_____ )	
as to all signatures _____ )	(Please Print Name)

\* The Witness to the signature(s) of the Owner cannot be a City employee or a person residing at the Property.  
\*\* Only the registered owner may sign this agreement (no agents).