

CITY OF SURREY

BY-LAW NO. 11345

As amended by By-law No. 12268, 04/25/94; 13053, 04/07/97 and 14531, 10/22/01

A by-law to establish the conditions under which the City will expand its Waterworks System.

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THIS IS A CONSOLIDATED BY-LAW PREPARED BY THE CITY OF SURREY FOR CONVENIENCE ONLY. THE CITY DOES NOT WARRANT THAT THE INFORMATION CONTAINED IN THIS CONSOLIDATION IS CURRENT. IT IS THE RESPONSIBILITY OF THE PERSON USING THIS CONSOLIDATION TO ENSURE THAT IT ACCURATELY REFLECTS CURRENT BY-LAW PROVISIONS.

WHEREAS Division Two (2) of Part 14 of the Municipal Act, R.S.B.C., 1979, Chapter 290 provides the City of Surrey with the necessary authority to enact this By-law;

AND WHEREAS the City has constructed and is operating and maintaining a system of waterworks on a self-liquidating basis for the benefit of residents of the City and adjacent localities;

AND WHEREAS it is necessary from time to time to expand the said Waterworks System to provide service to additional and other residents of the City;

AND WHEREAS it is deemed just that the cost of making such expansions to the said Waterworks System should not be permitted to place any undue burden upon the revenues of the water utility;

AND WHEREAS it is deemed fair to impose charges to defray the costs or portion of the costs of constructing additional waterworks and extensions thereof and fix the terms of payment against the owners of the real properties who connect to, or whose properties front or abut on the waterworks extension;

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

## 1. BY-LAW TITLE

This By-law shall be cited for all purposes as "Surrey Water Main Extension Regulation By-law, 1992, No. 11345."

## 2. DEFINITIONS

In this By-law, unless the context otherwise requires;

"Actual Cost" means the final cost of works which shall include all relevant costs incurred to achieve completion of the works. These costs shall include engineering, supply of materials, construction, supervision, administration, right-of-way negotiations and registration, and liaison with, and/or, fulfilling requirements of other utilities or agencies.

"Applicant" means an owner making application in writing for extension of water service and from whom the City may expect to receive revenue on a continuing basis for this service at the current annual charges as established by this By-law.

"Benefiting Land" means the Real Property fronting or flanking a water main extension.

"City" means the City of Surrey.

"Collector" means the City Collector of the City duly appointed by the Council pursuant to the provisions of the "Municipal Act" and shall include his duly appointed representatives and assistants.

"Council" means the City Council of the City of Surrey.

"Design and Construction Standards" means the documents marked as Documents 1 and 2 attached to and made part of "Surrey Subdivision and Development By-law, 1986, No. 8830," as amended.

"Engineer" means the General Manager, Engineering of the City of Surrey, duly appointed as such by the Council and shall include his duly appointed representatives and assistants.

"Equivalent Service Connection" means the number of connections, equivalent to individual single-family house connections that a property is deemed to have.

"Flankage" means the greater measurement of the boundary of the Real Property abutting a City road right-of-way where the Real Property abuts more than one City road right-of-way.

"Frontage" means the boundary of the Real Property abutting a City Road right-of-way. Where the Real Property abuts more than one City road right-of-way other than a lane, the frontage shall be that boundary having the least measurement.

"Latecomer" means the owner of the real property within the benefiting lands and who has not initially participated in the costs of the water main extension.

"Latecomer Agreement" means a formal agreement in the form prescribed by the Engineer and under which the City agrees to impose a charge on subsequent owners who abut and connect to benefit from the works for which an Applicant has front-ended the costs.

"Official Community Plan" means that community plan established under the Surrey Official Community Plan By-law.

"Owner" shall have the meaning assigned to it by Section 1 of the Municipal Act, Chapter 290, R.S.B.C. 1979.

"Parcel of Land" means any lot, block, or other area in which real property is held or into which real property is subdivided.

"Person" includes an individual, firm, company, association, society, partnership, corporation, institution or other similar organization, agency or group.

"Property" or "Real Property" means land together with all items enumerated as improvements as defined in the

"Municipal Act" which have been so affixed to the land as to make them in fact and in law a part thereof and includes land only where there are no improvements so affixed thereto.

"Service Connection" means the connecting pipe between a water main and the property line of the premises served and includes the necessary curb-stop, City stop-cock or shut-off valve.

"Water Main Extension" means any installation requiring the construction of a Water Main on any highway, or municipal right-of-way, from the most suitable existing Waterworks System defined hereinafter, having sufficient surplus capacity and pressure to provide service to the properties to be served, in accordance with the current municipal Design and Construction Standards. Water Main Extension shall not include upgrading or replacement of an existing main, or, service connections.

"Waterworks System" means all waterworks and all appurtenances thereto, including Water Mains, service connections, pumping stations and treatment plants, and, owned, controlled, maintained and operated by the City.

### 3. WATER MAIN EXTENSIONS

#### 3.1 General Conditions:

3.1.1. Water Main Extensions at the expense of the City shall only be provided in accordance with the program adopted by Council in the current annual budget of the Waterworks Utility and any other capital funds raised by the City and specifically appropriated by the Council for waterworks construction.

3.1.2 The cost of constructing each such extension shall be shared by the City and the owners of the lands benefiting from or abutting the extension in accordance with the provisions and subject to the limitations within this By-law.

3.1.3 Water Main Extensions at the expense of the City, or, towards which the City bears any portion of the cost thereof shall only proceed provided such costs are:

(a) recoverable in part or whole from each of the existing as well as future parcels of land that will be served by the Water Main Extensions;

(b) within the limit of the funds so allocated for such purposes within the budget of the Water Utility; and,

(c) not excessive as determined by the Council.

3.1.4 Water Main Extensions for the purposes of irrigation or agriculture shall not be considered.

1.1.5 A Water Main Extension for domestic service to a Parcel of Land in the Agricultural Land Reserve, may be considered.

3.1.6 Water Main Extensions pursuant to Part 16 of the Municipal Act R.S.B.C. 1979 Chapter 290 as amended to service a Parcel of Land in the Agricultural Land Reserve shall only be considered where the Owner of a Parcel of Land so serviced acknowledges the restrictive nature of the water supply which includes water supply only for essential purposes such as normal household requirements including sanitation, human consumption and food preparation. Subject to the availability of water in excess of the aforesaid purposes, water may also be used for other less essential, aesthetic enhancing purposes, such as lawn and garden irrigation, car washing and other cleaning processes. All other water supplies including but not limited to deliverable fire protection, irrigation, or agriculture are excluded. A restrictive covenant pursuant to Section 215 of the Land Title Act R.S.B.C. 1979 Chapter 290 as amended in a form acceptable to the City will be required to be registered in the Land Title Office against the Parcel of Land.

### 3.2 Application for Water Main Extensions:

3.2.1 All applications for Water Main Extensions shall be made in writing to the Engineer by the owner or owners of the properties to be served by such extensions. The Engineer shall, as soon as convenient, determine the practicality and feasibility of such extensions and communicate its findings to the applicant along with the estimated costs payable by the applicant, where the work is feasible.

3.2.2 The cost payable by an applicant, shall be the Actual Cost to extend the waterworks on a legally designated road-allowance or a right-of-way acceptable to the Engineer, in accordance with the Design and Construction Standards adopted by the City. The Water Main Extension shall commence from the most convenient existing Waterworks System having sufficient surplus capacity and pressure to provide water to the benefiting lands on the said extension, to a point opposite the farthest boundary of the last parcel of land to be served by said extension or to such other point where, the Engineer, in his discretion to be exercised reasonably, decides such extension should end. In addition, the costs of service connection to each parcel of land to be served by such extension shall be added to such costs. Where rights-of-way are required for the construction of any portion of such extension, all the costs incurred in connection with same shall be added to and form part of the costs in providing such extension.

1.1.3 Subject to the provisions of Sub-Clauses 3.2.1 and 3.2.2 hereof the Applicant wishing to front-end the costs and proceed with the extension of the Waterworks System shall deposit an amount in accordance with the Engineer's estimate of the costs, prior to any construction thereof being undertaken by the City.

3.2.4 The Applicant shall enter into a Water Main Extension Agreement as required by the City.

### 3.3 Water Main Extensions

#### proposed for construction by an Applicant:

3.3.1 The Engineer may approve construction of a Water Main Extension by an Applicant wishing to front-end its costs subject to the Applicant's acceptance of the conditions listed in Schedule "A": attached hereto and forming a part of this By-law.

3.3.2 The Applicant wishing to construct a Water Main Extension at his own expense shall:

- (a) Enter into an agreement with the City: the said agreement shall contain conditions listed in Schedule "A" to this By-law, and
- (b) Pay to the City all fees in accordance with Schedule "A" to this By-law.

### 3.4 Refunds:

3.4.1 An Applicant who wishes to front-end the costs, may apply to the Engineer for refunds according to a scale based on the number of service connections or equivalent service connections which could be made within the length of the Water Main Extension, to enroute Benefiting Lands presumed as subdivided into potential minimum sized lots in conformity with the designation within the Official Community Plan.

3.4.2 The City will process the application for refunds and require the Applicant to:

- (a) enter into a Latecomers Agreement embodying the conditions set out within Schedule "B" attached hereto and forming part of this By-law, and
- (b) pay to the City the specified administration fee in accordance with Schedule B to this By-law.

3.4.3 Refunds to Applicant will not be made after five years from the completion of the Water Main Extension and in no case shall refunds exceed the amount of the charges or costs borne by the Applicant.

3.5 Water Main Extensions under Local Improvement Process:

3.5.1 Local Improvement Water Main Extensions pursuant to Part 16, Local Improvements of the Municipal Act shall only be considered under either of the following conditions:

(a) the properties to be serviced by the waterworks extension are such that at least 50% of these properties have been subdivided to potential minimum sized lots in conformity with the designation within the Official Community Plan, and 60% of the lands to be serviced have dwellings or other buildings which requires water service, or

(b) where the Medical Officer of Health has determined that health is at risk due to the lack of the City water supply service.

3.6 Oversizing of Water Mains:

3.6.1 Where any Water Main Extension is to be undertaken pursuant to the provisions of this By-law and where the City, in its discretion, desires to install a main of greater capacity than is required to provide service to the lands for which an application for extension has been made, the City shall pay the cost of providing such excess capacity in accordance with Schedule "B," to this By-law provided however that the proposed extension does not create an excessive burden for the City and the funds required are available. This provision shall apply only to oversizing of a Water Main of larger than 200mm diameter.

3.7 Recovery of City's costs:

3.7.1 Where the City has incurred capital costs in the expansion of the Waterworks System, the owner of the Benefiting Land, shall pay the specified charge which is described hereinafter and which is imposed either under the Construction By-law for Local Improvement or under a supplementary by-law, whichever is applicable.

3.7.2 Where the Water Main Extension will provide service to the owners of parcels on one side thereof only, and where those parcels on that side of such extension only will be subject to be specially

charged with the owners' portion of the cost thereof, the City shall assume fifty (50) percent of the owners' share of the cost thereof in addition to the upsizing costs assumed by it pursuant to the subsection 3.6 hereof.

3.7.3 The said specified charge shall:

- (a) be the cost of the Water Main Extension required to serve the lands directly benefiting from or abutting thereon, divided into the number of connections which could be made within the Water Main Extension when these lands are subdivided to potential minimum sized lots in accordance with the then current Official Community Plan;
- (b) be inclusive of the connection charge where the service connection is pre-installed during the extension;
- (c) be reduced by the amount of the current connection charge where the property owner requires and pays the actual cost of an additional connection;
- (d) incur an annual financing charge calculated at the rate established within the Construction By-law for Local Improvement or under a supplementary by-law, whichever is applicable; and
- (e) terminate at the end of the period as specified within the said Construction By-law for the Local Improvement or under a supplementary by-law, or shall terminate at the end of ten years whichever occurs first, provided however, that any connection charge included in the said specified charge shall remain in full force and effect at the prevailing rate when a person or a property makes application to use the service connection.

#### 4. GENERAL PROVISIONS

4.1 Notwithstanding the provisions of this By-law, the City shall not be obligated to construct any Water Main Extension:

- (a) if the supply of water available for distribution within the Waterworks System or any part of it is inadequate to meet the needs of the persons already receiving service; or
- (b) if the existing Waterworks System from where the extension is to be made is of inadequate capacity to supply the additional service proposed.

4.2 No provisions of this By-law shall be deemed to or be held to limit or restrict in any way the



Council from exercising full jurisdiction and control over the operation of the Water System, and the fact that any extension of the same may have been installed without cost to the City or to the Utility, shall not in any way exempt the persons receiving service thereby from any regulation, rates, order or by-law of the City, nor shall the payment of part or all of the construction costs by any applicant for service be construed as a guarantee by the City with respect to continuity or adequacy of service.

4.3 No provisions of this By-law shall be deemed to or be held to exempt any person from payment of the connection charges, user rates or frontage taxes which may, from time to time, be imposed with respect to the Waterworks System or any other by-law of the City.

4.4 All the provisions of this By-law with respect to Water Main Extension shall be applicable as appropriate, to the expansion of the Waterworks System.

4.5 Council may from time to time amend this By-law in whole or in part and may without limiting the generality of the foregoing establish or amend policies, criteria, charges and fees relating to the water service to be provided to Persons or Property.

4.6 In this By-law words importing the male gender include the female gender and either includes the neuter and vice versa and words importing the singular number include the plural number and vice versa.

4.7 "Surrey Water Main Extension Regulation By-law, 1965, No. 2342" is hereby repealed.

"Surrey Water Main Extension Regulation By-law, 1965, No. 2342, Amendment By-law, 1972, No. 3759" is hereby repealed.

"Surrey Water Main Extension Regulation By-law, 1965, No. 2342, Amendment By-law, 1977, No. 5192" is hereby repealed.

PASSED THREE READINGS on the 15th day of June, 1992.

RECEIVED THE APPROVAL of the Minister of Municipal Affairs on the 11th day of December, 1992.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 4th day of January, 1993.

"R. J. BOSE"                      MAYOR

"D. B. KENNY"                      CLERK

SCHEDULE "A"

CONDITIONS UNDER WHICH THE GENERAL MANAGER, ENGINEERING

MAY CONSENT TO A WATER MAIN EXTENSION TO BE UNDERTAKEN

BY AN APPLICANT WISHING TO FRONT-END ITS COSTS

1. Where an Applicant wishes to front-end the costs to provide a water main extension (hereinafter called "Works"), this Schedule shall apply.
  
2. Where (1) applies, the Applicant shall execute a Servicing Agreement with the City, indicating the description and the location of the water main extension, and agreeing in general to the following:
  - (a) To engage, at his own expense, a Professional Engineer to design the Works, prepare and seal the design drawings, inspect and supervise the construction of the Works, and remain as the Engineer of Record till the completion of the project.
  
  - (b) To take out the permits required pursuant to "Highway and Traffic By-law, 1976 No. 4860" or any amendments thereto, and to comply with the provisions of the Workers' Compensation Act, Highways Act and amendments thereto and Surrey Highway and Traffic By-law and amendments thereto, throughout the construction of the Works.
  
  - (c) To complete the proposed Works in compliance with the Design and Construction standards within an agreed

time period.

(d) To save harmless and effectually indemnify the City against:

- all actions and proceedings costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction works;

- all expenses and costs which may be incurred by reason of the execution of the Works resulting in damages to any property;

- all expenses and costs which may be incurred by reason of liens or non-payment of labour and materials, Workers' Compensation assessments, unemployment insurance, Federal or Provincial Tax and for any encroachments.

(e) To furnish the City with the as-built drawings within two months after the date of completion.

(f) To furnish all labour, materials, equipment and services and do all work necessary for and incidental to the construction and one year maintenance of the Works, all at the Applicant's expense entirely.

(g) To provide to the City a one year maintenance security bond in the form of cash or acceptable Letter of Credit in the amount of 5% of the total construction deposit.

(h) To pay to the City of Surrey the cost of monitoring the progress of work and internal administration and of the year's maintenance inspection.

(i) To assign, transfer and convey to the City all rights, title and interest in the Works as they are constructed free and clear of any encumbrances for the City's own and unfettered use absolutely.

(j) That the contractor engaged by the Applicant shall be deemed to be his agent and such engagement shall not relieve the Applicant from any liability or obligation. The Applicant shall be responsible for the acts, defaults and neglects of his agent(s).

(k) That should the Works, once commenced, not to be completed or, if completed, not be to the satisfaction of the General Manager, Engineering, then the City may complete the Works or remedy any defects to the satisfaction of the General Manager, Engineering. In that connection, the City will secure in advance of construction, adequate Security Bonds in amounts sufficient to recover the costs of completion and/or correction in defects as determined by the General Manager, Engineering.

3. No provision of this Schedule shall be deemed to exempt any land from payment of taxes, charges or fees imposed by any by-law of the City.

4. The Mayor and Clerk are authorized to execute the Agreement containing the above general conditions.

5. The Agreement Processing fee payable by the Applicant prior to the pre-design meeting is \$900.

## SCHEDULE "B"

### REFUND FROM LATECOMERS

1. Where an Applicant wishes to frontend the costs to provide a Water Main Extension that serve land other than his own land, this Schedule shall apply.

2. Where 1. applies, an Applicant may wish to request the City to facilitate refund from Latecomers according to a scale based on the number of service connections or equivalent service connections which could be made within the Water Main Extension.

3. The Applicant shall pay all the costs of the Water Main Extension and, at the Applicant's request, the City and the Applicant shall enter into a Latecomer Agreement in accordance with this Schedule.

Under the Latecomer Agreement, the City shall impose a charge on subsequent owners who connect to or benefit from the Water Main Extension. Such charge shall be paid to the City who will, in turn, pay the Applicant on an annual basis.

4. The City may pay the cost of oversizing the Water Main Extension, or the provision of additional works not required by the Applicant subject to funding availability. The Applicant shall not be eligible for latecomer benefits on any oversizing component of system extensions paid for by Surrey. Where the City cost-shares for oversizing, or additional works, reimbursement shall be based on Paragraph 5.

5. The cost of the extension used to determine the refund shall be based on the standard cost of the water main extensions set from time to time by the General Manager, Engineering and as approved by Council.

6. Where land dedication or statutory rights-of-way are required for the construction of any portion of the Water Main Extension, only such acquisition costs which are incurred outside the Applicant's land shall be added to the total cost of providing the extension.

7. Within the Benefiting Lands of a Latecomer Agreement:

- The Water Main Extension latecomer charge per equivalent service connection shall be calculated from the costs of the extension determined in Sections 5. and 6., divided by the total amount of equivalent service connections which could be made within the Water Main Extension, to enroute Benefitting Lands presumed as subdivided into potential minimum sized lots in conformity with the land use designation within the Official Community Plan.

8. All latecomer charges collected by the City, will be paid annually to the Applicant within thirty (30) days following the anniversary date of the completion of the extension. No payment shall be made after the Latecomer Agreement has expired. The total amount paid to any Applicant under the Latecomer Agreement during the entire term of the Agreement shall not exceed the total cost of the extension plus accumulated interest.

9. All lands that were connected to the City system prior to a Latecomer Agreement are exempt from latecomer charges except where a new or larger connection is applied for.

10. A property owner who already fronted a City water main of adequate size and capacity for the intended land use prior to the date of a latecomer agreement is exempt from all payments under Section 3 for those works that were already connected unless the property is developed to a higher density.

11. The number of exempt properties shall be taken into account when calculating the number of potential equivalent service connections.

12. The latecomer charges shall be subject to an interest rate of 5% per annum, compounded annually on the anniversary date of the completion of the extension.
  
13. The term of the Latecomer Agreement shall not exceed 5 years; however, the Latecomer Agreement shall become null and void if all eligible refunds have been paid to the Applicant within the five year period.
  
14. No provision of this Schedule shall be deemed to exempt any land from payment of taxes, development cost charges or any like charges or fees imposed by any by-law of the City.
  
15. No provision of this Schedule shall be deemed to be held to limit or restrict the City Council from exercising full jurisdiction and control over the operations of the City Waterworks System, nor shall it exempt any person receiving service thereby from any regulation, order or By-law of the City.
  
16. If an Applicant has entered into a Servicing Agreement, a Highways Use Permit, or Development Agreement or has commenced construction of works prior to the application for cost-sharing/latecomer agreement, he shall be deemed to have forfeited his right to receive refunds from latecomers.
  
17. The General Manager, Engineering, is authorized to adopt a procedure to implement all of the above.
  
18. The Latecomer Agreement processing and administration fees payable at the time of application for Latecomer Agreement is \$750.
  
19. The Mayor and Clerk are authorized to execute the Latecomer Agreement containing the above conditions.