

# CITY OF SURREY



## Surrey Waterworks Regulation and Charges By-law, 2007, No. 16337

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**CITY OF SURREY**

**BY-LAW NO. 16337**

A By-law to authorize the supplying of *water* to inhabitants of the *City*, to fix the *rates*, fees, charges and conditions and terms under or upon which *water* may be supplied, protected and used, and to establish the conditions under which the *City* will expand its *water* system.

.....

**As amended by By-law No: 16579, 02/25/08; 16846, 01/19/09; 17067, 12/14/09; 17308, 01/10/11; 17289, 02/07/11; 17554, 02/06/12; 17829, 12/17/12; 18122, 01/13/14; 18394, 02/02/15; 18576, 12/14/15; 18968, 12/19/16; 19415, 12/18/17**

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 pursuant to its powers under the Community Charter, S.B.C. 2003, c. 26 the City of Surrey has established a self-liquidating utility for *water* distribution to supply *water* to the inhabitants of the *City* and adjacent localities, primarily for the purposes identified within the By-law;

AND WHEREAS it is necessary to fix the *rates*, fees, charges and terms and conditions under which *water* may be supplied, protected and used;

AND WHEREAS it is necessary from time to time to expand the *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 *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, rates and fees 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 *parcels* who connect to, or whose properties front or abut on, the *waterworks* extension;

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

### PART 1 - CITATION

1. This By-law shall be cited for all purposes as "Surrey Waterworks Regulation and Charges By-law, 2007, No. 16337".

### PART 2 - DEFINITIONS

2. In the construction and for the purposes of this By-law, unless the context otherwise requires, the following words and terms shall have the meaning hereinafter assigned to them:

"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, inspection, supervision, administration, processing, right-of-way negotiations and registration, and liaison with, and/or, fulfilling requirements of other utilities or agencies.

"AGENT" means a professional engineer or contractor appointed by the *General Manager, Engineering* to install and construct a *waterworks* on behalf of the *City*.

"APARTMENT HOUSE" OR "MULTIPLE DWELLING" means any building, not being a *lodging-house* or *hotel*, or portion thereof, which is designed, built, rented, leased, let or hired out to be occupied, or which is occupied, as the home or residence of three or more families living independently of each other and doing their own cooking within their apartment, suite or *dwelling unit*.

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

"AUTO COURT" means a group of furnished rooms or separate buildings providing sleeping and parking accommodation for transient tourist trade and commonly known as tourist cabins, motor courts or motels, as distinguished from furnished rooms in an existing residential building.

"BACKFLOW" means a flowing back or reversal of the normal direction of flow.

"BACKFLOW PREVENTER" means a device or method that is designed to prevent *backflow*.

"BENEFITING LAND" means a *parcel* fronting, flanking or abutting a *water main extension*, or otherwise benefiting from the *water main extension*.

"BOARDING HOUSE" means a building containing not more than five (5) sleeping rooms, where lodging and meals for three (3) or more individuals are provided for compensation pursuant to previous arrangements or agreements, and with no provision for cooking in any such sleeping room so contained.

"BUILDING INSPECTOR" means the General Manager, Planning and Development for the *City*, or his or her duly appointed representatives and assistants.

"CITY" means the City of Surrey.

"COMMERCIAL PREMISES" means all land and premises, on or within which any interchange of commodities, or any dealing or trading in any article of commerce or other thing is carried on as a business, and shall include all premises in which any service, professional or otherwise is provided, given, or made available and for which any fee, charge, rent or commission is payable, and without limiting the foregoing shall include *auto courts, hotels, lodging houses, boarding houses, offices, theatres, bowling alleys, billiard rooms, places of entertainment or amusement, tent camping grounds and dependent mobile homes.*

"COMMERCIAL UNIT" means any business which is operated separately from any other business on or within *commercial premises.*

"CONNECTION CHARGE" means the amount due and owing to the *City* for the installation and construction of a *service connection* as set out in Schedule "E" to the By-law, including any *latecomer agreements.*

"CONSUMER" means any *person, company, or corporation* who is the *owner, or agent of the owner* of any premises to which *water* is supplied or made available from any of the *Works* and shall include any *person* who is the occupier of such premises and any *person* who is a user of *water* supplied to any premises or by any *service* from the *Works.*

"COOKING EQUIPMENT" means equipment, devices or appliances that can be utilized to prepare a meal within a *dwelling unit* and includes a sink, counter-top, gas or electric range or stove, counter-top cooking unit, hot plate, wall oven, microwave oven, convection oven, toaster oven, electric frying pan, electric wok, pressure cooker, crock pot, cabinet for the storage of food or any other such culinary facility or any combination of such culinary facilities and includes the arrangement of service lines which provide the energy source being used or intended to be used to service such facilities.

"COUNCIL" means the City Council of the *City.*

"CROSS CONNECTION" means any actual or potential physical connection between the *waterworks system* or any *potable water* system connected to the *waterworks system* and any auxiliary water source or pipe, vessel, machine or other source that may contain a non-potable fluid or other contaminates, such that it is possible to enter the *waterworks system* or any *potable water* system due to *backflow.*

"CURB STOP" means the *City*-owned valve on a *service* pipe located on a *City* street or lane or right-of-way or within an easement at or near the *consumer's* property line, or easement line.

"DESIGN AND CONSTRUCTION STANDARDS" means the documents referred to and incorporated into Schedule "A" "Surrey Subdivision and Development By-law, 1986, No. 8830" and amendments thereto, related to design and construction standards.

"DUPLEX HOUSE" means any building used or designed to be used by two families.

"DWELLING UNIT" means one or more habitable rooms which constitute one self-contained unit used or intended to be used for living and sleeping purposes for which is provided:

- a) *cooking equipment* or the facilities for the installation of *cooking equipment*; and
- b) one or more bathrooms with a water closet, wash basin and shower or bath.

"FIRE SERVICE" means any installation which may be provided to supply *water* for fire fighting purposes only.

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

"FRONT-ENDER" is a *person* who pays the *actual costs* of an *extension* and who may enter into a *latecomer agreement* with the *City*, and shall include the assignee of the *latecomer agreement*.

"GARDEN IRRIGATION" means the *sprinkling* or pouring of *water* by means of a hose, pipe or any *sprinkling* device upon, over or under the surface of the ground.

"GENERAL MANAGER, ENGINEERING" means the General Manager, Engineering for the *City* and shall include his or her duly appointed assistants and representatives.

"GENERAL MANAGER, FINANCE" means the General Manager or his or her duly appointed assistants and representatives in the Finance, Technology and Human Resources Department of the *City*.

"HOTEL" means a building occupied as the more or less temporary abiding place of individuals who are lodged therein with or without meals and in which there are more than five (5) sleeping rooms, and with no provision for cooking in any such individual sleeping room or apartment.

"LATECOMER" means the *owner* of a *parcel* within the *benefiting lands* and who has not initially participated in the costs of the *water main extension*.



"LATECOMER AGREEMENT" means a written agreement in the form prescribed by the *General Manager, Engineering* under which the *City* agrees to impose a charge on the *benefiting land* and for which there is a *front-ender*.

"LOCAL SERVICE TAX" means a tax imposed under Section 216 (local services taxes) of the Community Charter, S.B.C. 2003, c.26.

"LODGING HOUSE" means a building (other than a *hotel*) containing not more than five (5) sleeping rooms where lodging for three (3) or more individuals is provided for remuneration and with no provision for cooking in any such sleeping room so contained.

"METERED SERVICE" means a *service* having attached to it a meter or other measuring device for determining the quantity of *water* used or supplied through the *service*.

"MOBILE HOME", "MOBILE HOME PARK" and "INDEPENDENT MOBILE HOME" shall have the meaning assigned to them by "Surrey Mobile Homes and Trailer Regulation and Control By-law, 1980, No. 6142".

"NORMAL USE" means *water* used for essential purposes including household sanitation, human consumption and food preparation and *water* essential for the needs of commerce and industries, other than that required for fire fighting purposes.

"OWNER" means an owner of a *parcel* of *real property* including:

- a) the registered owner of an estate in fee simple;
- b) the tenant for life under a registered life estate;
- c) the registered holder of the last registered agreement for sale, and
- d) the holder or occupier of land held in the manner referred to in the definition of "Owner" in the Schedule to the *Community Charter*, S.B.C. 2003, c.26 and amendments thereto.

"PARCEL" means any lot, block, or other area in which *real property* is held or into which *real property* is subdivided.

"PERSON" shall, when necessary, mean and include the *Owner*, natural persons of either sex, associations, corporations, bodies politic, co-partnerships whether acting by themselves or by a servant, agent, or employee and the heirs, executors, administrators and assigns or other legal representatives of such person to whom the context can apply according to law.

"RATE" means the price or sum of money to be paid by any *consumer* for any *water* supplied or made available from the *Works*.

"REAL PROPERTY" means land, with or without improvements so affixed to the land as to make them in fact and in law a part of it.

"SERVICE" means the supply of *water* from the *Works* to any *person*, company or corporation, including all pipes, taps, valves, connections, meters, *backflow preventer* and other appurtenances necessary to or actually used for the purpose or protection of the supply.

"SERVICE CONNECTION" means the connecting pipe and appurtenances between any *water* main and the property line of the premises served and shall include the necessary *City* valves and meters.

"SERVICE CONNECTION (TEMPORARY)" means the connecting pipe between a municipal *water* main and the property line of premises which do not front upon the *water* main from which *service* is provided and shall include the necessary *City* valves and meters.

"SERVICING AGREEMENT" has the meaning set out in Part VI of the "Surrey Subdivision and Development By-law, 1986, No. 8830" and all amendments.

"SINGLE FAMILY DWELLING" means a building used for residential purposes that consists of one *dwelling unit* and may contain one or more *secondary suites*, whether or not the *secondary suite* is permitted under "Surrey Zoning By-law, 1993, No. 12000".

"SPRINKLING" means the application or distribution of *water* on lawns or boulevards by sprinkling or spraying but does not include the method known as "drip irrigation" i.e. supplying *water* to plants through capillary tubing at a rate of a few drops a minute as and when required.

"TEMPORARY" means lasting, or intended to last, only for a short time and supplied by others under agreement with the *City* as determined by the *General Manager, Engineering*.

"WATER" means water supplied by the *City*.

"WATER MAIN EXTENSION" means any installation requiring the construction of a water main on any highway, or municipal right-of-way or easement, from the most suitable existing *Waterworks System* 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" or "WORKS" means the *waterworks system* of the *City* of Surrey.

"WATERWORKS SYSTEM" means all waterworks and all appurtenances thereto, including *water* mains, *service connections*, pumping stations, wells, *water* storage facilities and treatment plants, and owned, controlled, maintained and operated by the *City* or by agreement between the *City* and others.

### PART 3 – GENERAL PROVISIONS

3. *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, *rates* and fees.
4. In this By-law words importing the male gender include the female gender and either includes neuter and vice-versa and words importing singular number include the plural number and vice versa.
5. The Schedules annexed hereto shall be deemed to be an integral part of this By-law.

#### **Applicability of By-law**

6. This By-law shall have reference and apply to the *waterworks system* owned and operated by the *City*.

#### **Role of the *General Manager, Finance and General Manager, Engineering***

7. For the purposes of this By-law the *General Manager, Finance and Technology* shall have charge of the rating of all buildings and premises supplied with *water* and the *General Manager, Engineering* shall have charge and control of all properties and *works* in connection with the *waterworks system* and of all connected engineering and mechanical work.

#### **Supply of *Water Throughout the City***

8. It shall be lawful for the *City* to supply *water* to the inhabitants of the *City* who can be served from the *City's water* mains and the provisions of this By-law shall extend to and be binding upon all *persons* so served.

#### **No Obligation to Provide *Service***

9. Nothing in this By-law shall obligate the *City* to supply *water* to any *person* when the cost of laying the supply of *service* mains to the premises of such *person* would be excessive and create an additional burden upon the revenues of the system, unless such *person* shall be prepared to pay to the *City* the cost of laying the supply or *service* mains to the *person's* premises and the trunk mains to which such supply or *service* mains are to be connected are of sufficient capacity to provide the additional *water* required for such *service*.
10. Nothing in this By-law shall obligate the *City* to enter into an agreement for *water* supply to private *water* utilities within the *City* or to *persons*, properties or areas in the outside localities adjacent to the *City*.

### **Water Supplied to Private Water Utilities**

11. For *water* supply to private *water* utilities within the *City* or to *persons*, properties or areas in the outside localities adjacent to the *City*, the *owners*, *persons* or recipients of such *service* shall execute an agreement with the *City*, which agreement shall contain terms, conditions, remedies and penalties as acceptable to the *City*.
12. Each agreement for private *water* utilities within the *City* or to *persons*, properties, or areas in the outside localities adjacent to the *City*, may differ to reflect the different circumstances that may prevail in each case. All agreements shall be approved by *Council*.

### **Purpose of the Water Service**

13. Except for distribution to *parcels* in the agricultural land reserve, the *water* supplied by the *City* is for *normal use* and *fire service*. Subject to the availability of *water* in excess of *normal use* and *fire service*, *water* may also be used for other less essential, aesthetic-enhancing purposes such as lawn and *garden irrigation*, car washing and other cleaning processes, such use to be in compliance with the provisions set out within "Water Shortage Response By-law, 2004, No. 15454".
14. For *parcels* in the agricultural land reserve, the *water* supplied by the *City* is for *normal use*, except for commerce and industries. Subject to the availability of *water* in excess of these 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, such use to be in compliance with the provisions set out within "Water Shortage Response By-law, 2004, No. 15454".

### **City Not Liable for Failure of the Water Supply**

15. The *City* shall not be liable for the failure of the *water* supply in consequence of any accident or damage to the *Works*, or for excessive pressure or lack of pressure, or any temporary stoppage on account of alterations or repairs, whether the failure arises from the negligence of any *person* in the employ of the *City* or any other *person* or through natural deterioration or obsolescence of the *City's* system, or otherwise. In the event of the failure or stoppage continuing for more than seven (7) consecutive days, an equitable reduction shall be made on all flat *rates* for *service* affected by the failure or stoppage.

## **Pressure, Supply and Quality**

16. The *City* does not guarantee pressure nor continuous supply of *water*, nor does it accept responsibility at any time for the maintenance of pressure on its lines nor for increase or decreases in pressure. The *City* reserves the right at any and all times, without notice, to change operating conditions of a *service* or *service connection* for the purposes of making repairs, extensions, alterations or improvements, or for any other reason, and to increase or reduce pressure at any time. Neither the *City*, its officers, employees or *agents* shall incur any liability of any kind whatever by reason of the cessation in whole or in part of *water* pressure or *water* supply, or changes in operating pressures, or by reason of the *water* containing sediments, deposits, or other foreign matter.
17. *Consumers* depending on a continuous and uninterrupted supply of *water* or having processes or equipment that require particularly clear or pure *water* shall provide on the *parcel* and at their cost, such emergency storage, over-size piping, pumps, tanks, filters, means of *water* treatment, pressure regulators, check valves, additional service pipes, or other means for a continuous and adequate supply of *water* suitable to their requirements.
18. Where steam or hot *water* boilers or other equipment is fed with *water* by pressure direct from the *City water* mains the *City* shall not be liable for any injury or damage which may result from such pressure or from lack of such pressure.

## **PART 4 – ESTABLISHMENT OF WATER SERVICE**

### **Work on the *Service Connection***

19. No work of any kind connected with the *service connection*, either for the laying of new, or repairing of existing *service connections* shall be permitted within road rights-of-way or statutory rights-of-way by any *person* other than an employee or *agent* of the *City* and no *person* shall make any connection to the *waterworks system* whatsoever without permission in writing from the *General Manager, Engineering*.
20. Where a *parcel* fronts a *water* main on a road which is identified as a "Provincial Highway" or a "City major road" in the *Design and Construction Standards*, and the *water* main is on the opposite side of the road, the *water* main is not considered a fronting *water* main, and as such the *parcel* is not entitled to a *service connection*.

### **Interference with *Water Service***

21. No *person* shall in any manner interfere with the *service connection* or make any addition or alteration in or about or turn on or off any *City curb stop* valve or meter without permission in writing from the *General Manager, Engineering*.

## **Hydrant, Standpipe or Valve**

22. No *person*, except an employee of the *City* in the course of his or her employment, shall without written authority of the *General Manager, Engineering*, open any hydrant, standpipe or valve or use *water* there from. Such authority when granted by the *General Manager, Engineering* shall be limited to a period not exceeding three (3) months and shall reserve the right to the *City* to stop the use at any time for any reason without liability for damages resulting there from in any manner whatsoever.
23. Every *person* who receives authority from the *General Manager, Engineering* to open any hydrant, standpipe or valve and take *water* from it shall pay the permit fee plus the *water* usage fees as set out in Schedule "D-1" to this By-law.

## **Determination of Source of Water Service**

24. In the event that *water service* may be provided to a *parcel* from either of two or more mains the *General Manager, Engineering* shall determine the main from which the *water service* shall be given.

## **Temporary Service Connection**

25. When there is no *water main* abutting the *parcel*, a *temporary water service connection* may be approved by the *General Manager, Engineering* from the nearest *waterworks system*. The applicant shall be responsible for the installation and maintenance of the *temporary service connection* in accordance with Section 27. The *temporary service connection* is to conform to the conditions listed in Section 27. Where an *owner* requires the installation of a *water service* across or through another *parcel* the *owner* shall be responsible for all costs associated with obtaining and registering an easement. The *owner* shall provide documentation of the easement with the application for *temporary water service*.
26. All applications for the installation of a *temporary service connection* shall be made at the *General Manager, Engineering's* office by the *owner*, who shall at the time of making the application, execute an agreement with the *City*, which application and agreement shall be in the form contained in Schedule "A-1" to this By-law. A restrictive covenant in a form acceptable to the *City* will be required to be registered against the *parcel*.
27. Every *temporary service connection* provided in the *City* shall be of such size, type, length and capacity as may be prescribed by the *General Manager, Engineering*, who shall determine the location of the main to which the *service* shall be connected, provided, however, that the *General Manager, Engineering* may refuse a *temporary connection* if such a connection would have a detrimental effect on the *waterworks system*. All *temporary service connections* shall be provided subject to the following conditions:
  - (a) Each connection shall serve one *parcel of land* only.

- (b) Each *applicant* shall pay the *connection charge* as set out in Schedule "E" to this By-law and the *City* will provide a connection to the main within the boundaries of the road allowance, lane or easement where the main is laid.
- (c) Each *applicant* shall provide, construct and maintain at the *owner's* expense the pipe from the point of connection to the municipal main, complete to the premises for which the connection is provided. Where the pipe is to be laid within any road or lane allowance or *City* right-of-way or easement, the *applicant* shall conform to the requirements of the "Highway and Traffic By-law, 1997, No. 13007". Where the pipe is to be laid through lands not owned by the *applicant*, an easement to accommodate the pipe shall be obtained by the *applicant* prior to any connection being provided by the *City*.
- (d) Each *applicant* shall be responsible for the maintenance and upkeep of the pipe from the point of connection to the municipal main, complete to the premises for which the connection is provided.
- (e) Every connection shall be deemed to be *temporary* and the *City* may discontinue *service* in any of the following circumstances:
  - (i) When application is made by any other *person* or *persons* for extension of a *water* main along the street, lane or road allowance which will provide service to the *parcel*,
  - (ii) When the *City* decides to proceed with the construction of a *water* main on the street, lane or road allowance which will provide service to the *parcel*,
  - (iii) If the *applicant* fails to properly maintain the pipe from the point of connection to the municipal main, complete to the premises for which the connection is provided,
  - (iv) If the *applicant* contravenes any of the provisions of this By-law.
- (f) Where any *temporary service connection* is discontinued pursuant to (i) or (ii) of sub-section (e) of this Section 27 and the *parcel* served thereby are to be subsequently connected to a *water* main which has been constructed by the *City* to serve the *parcel*, the *owner* shall pay the *connection charge* incurred in providing an appropriate connection plus the *actual costs* of connecting and disconnecting the *temporary* connection. In these circumstances *service* to the *parcel* by means of the *temporary service connection* shall be continued until the connection to the new main has been provided.
- (g) Each *applicant* shall register a restrictive covenant on title to the land to include conditions (a) to (f) of this Section 27.
- (h) Each *applicant* shall pay all costs associated with the *temporary service connection* including those *connection charges* prescribed in Schedule "E", and all other *rates*, fees and charges.

## **Application for Installation of *Service Connection***

28. All applications for the installation of *service connections* shall be made at the office of the *General Manager, Engineering* by the *owner(s)* who shall at the time of making the application, execute an agreement with the *City*. The 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, where the application and agreement shall be in the form contained in Schedule "A-2" to this By-law.
29. When an application for a *service connection* accompanies a building permit with a construction value greater than \$100,000, or where a *parcel* is being redeveloped, and the connection is 30 years old or older; a replacement or new *service* is required. All costs associated with the requirements of the application(s), as determined by the *City*, shall be the responsibility of the *owner*.

## **Statement of Use**

30. Each application for the installation of a *service connection*, *temporary* or otherwise, shall give a full, true and correct statement on the form (Schedule "A", Schedule "A-1" or Schedule "A-2") prescribed for the purpose, of the size and description of the *applicant's parcel*, the use for which the *service* is required, and all other information which may be necessary to form a correct estimate of the volume of *water* required and the *rates* to be charged for *water* supplied to the *parcel*. If the statement given is not correct, and any additional *rate* shall be chargeable by reason of the statement being incorrect, the additional *rate* shall be payable by the *owner* forthwith. An *applicant* shall be personally responsible for the payment of all *rates*, fees and charges until the *applicant* shall have delivered to the *General Manager, Engineering* a signed notice in writing in the manner prescribed by this By-law, ordering discontinuance of the *service*.

## **Change or Addition in the Number, Type of Fixtures**

31. No change or addition shall be made by any *person* to the number or type of fixtures to increase the consumption of *water* on any existing *parcel* until approval has been obtained in writing from the *General Manager, Engineering*.

## **PART 5 – DISCONTINUANCE OF A WATER SERVICE**

### **Discontinuance of *Water Service***

32. It shall be lawful for the *City* to reduce the quantity of *water* supplied to, or to entirely discontinue the *service* to any *consumer* who has violated any of the provisions of this By-law, or when, in the opinion of the *Council*, the public interest requires such action.
33. (a) Any *consumer* wishing to have the *water service* discontinued temporarily (not greater than a twelve-month period from the delivery of notice) shall deliver a written notice to the *City* and pay the fees set out in Schedule "D-1" to this By-law. Despite the delivery of written notice to the *City* that the *water service*



is to be discontinued temporarily and despite payment of the fees set out in Schedule "D-1" for the temporary *water service* turn off, the *consumer* shall pay for the full amount of *water* as registered by the meter during the time the *water service* was to be discontinued according to the *rate* applicable to the *service*.

- (b) In the case of permanent abandonment, the *consumer* shall give the *City* not less than five (5) working days notice of the discontinuance of the *service*. The notice shall be provided in writing and shall be delivered together with the fee as set out in Schedule "D-1" of this By-law for turning off the *service* to the *General Manager, Engineering*. The burden of proof of delivery of the notice shall be upon the *consumer*. Every *consumer* shall be liable for the full amount of *rates* chargeable for the *service*. If no notice is provided, the *rates* shall be charged until a notice is given and the *water* is permanently turned off.
34. When a flat rate *water service* is discontinued upon request by a *consumer* in the manner described in Section 33(b), the *General Manager, Finance* shall allow a rebate of the annual flat *rate* proportionate to the remaining portion of the current year, and shall cause the rebate to be entered upon the current year's *water rates* roll, provided that the *General Manager, Finance* shall apply the rebate first against arrears of charges owing by the *owner* under this By-law.
35. Prior to starting any demolition work the holder of a demolition permit shall apply to the *General Manager, Engineering*, and pay the fees set out in Schedule "D-1" to this By-law, to temporarily or permanently discontinue the *water service connection*. Failure to make application shall be subject to the fines prescribed in this By-law.

### **Reconnection of Service Connection**

36. When any *service* has been discontinued from any *parcel* for non-payment of *rates* or violation of any of the provisions of this By-law, the *City* may, before reconnection is made to the *parcel*, require payment of the fees set out in Schedule "D-1" to this By-law and all *service* charges owing by the *owner* under this By-law as well as the annual flat *rate* prescribed in Schedule "B", if applicable. The *General Manager, Finance* shall allow a reduction of the fee proportionate to the remaining portion of the current year at the date of the reconnection. The *General Manager, Finance* shall cause the flat *rate*, or part thereof, together with *service* charges, to be entered in the current year's *water rates* roll.
37. When any *service* has been discontinued from any *parcel* for reasons not requiring a plumbing permit, at the request of the *consumer*, the *City* may, before reconnection is made to the *parcel*, require payment of the fees set out in Schedule "D-1" to this By-law and all *service* charges owing by the *owner* under this By-law as well as the annual flat rate service fee prescribed in Schedule "B". The *General Manager, Finance* shall allow a rebate of the fee proportion to the remaining portion of the current year expired at the date of the application for reconnection. The *General Manager, Finance* shall cause the flat *rate* or part thereof, together with *service* charges, to be entered in the current year's *water rates* roll.

38. No *person* shall turn on any *service* which shall have been turned off by the *City*, and should any *service* be turned on by any *person* other than an employee of the *City*, fines, as prescribed in this By-law shall apply. Further, the *service* shall be deemed to have been continued from the date it was turned off and the *owner* shall be liable accordingly for payment of the user *rates* from that date. Any resulting damage from the *service* being turned on shall be the responsibility of the *owner*.

## **PART 7 – RESPONSIBILITIES OF THE PUBLIC / OWNER / CONSUMER**

### **Obstruction or Destruction of the *Water Works***

39. No *person* shall destroy, or damage in any manner any hydrant, standpipe, meter, valve or other fixture or any property of the *works*.
40. No *person* shall obstruct, at any time, or in any manner, the access to any hydrant, standpipe, valve, meter or other fixture connected with the *waterworks system*, by placing thereon or in the vicinity thereof, any lumber, timber, wood, brick, stone, gravel, sand or other material or thing and the *General Manager, Engineering* or any other employee or agent of the *City* may remove the obstruction and the expense of the removal shall be charged to and paid by the offending *person* in addition to any other penalty imposed by this By-law.
41. No *person* shall bury, cover or obstruct the *water* shut off and/or meter to a *parcel*. The *City* will take reasonable efforts to locate the shut-off and/or meter. The *General Manager, Engineering* may remove the obstruction and the costs associated with the removal and reinstatement of the *water* shut off and meter shall be charged to and paid by the *owner*.

### **Private Disposition or Sale of *Water***

42. No *person* being an *owner*, occupant, tenant, or inmate of any premises supplied with *water* by the *City*, shall sell or dispose of any *water* or permit *water* to be carried or taken away, or used, or apply it for the benefit or use of others or to any other than the *person's* own use and benefit without prior written approval of the *City*.

### **Maintenance of Private *Water Service***

43. It shall be the duty of every *consumer* to ensure that all taps, fittings and appurtenants connected with the *service* within the existing *parcel of land* are good and sufficient and installed and connected in accordance with the requirements of the "Surrey Building By-law, 1987, No. 9011", as may be replaced or amended from time to time and "Surrey Plumbing By-law, 1981, No. 6569". The *General Manager, Engineering* or any other agent or employee of the *City* shall refuse to turn on the *water* to any existing premises and may discontinue *service* to any existing premises should the provisions not be complied with to the satisfaction of the *General Manager, Engineering*. All *persons* shall maintain in good order and repair the *service* pipes, valves, meters, and meter boxes, plumbing and other fixtures located on the *parcel*.

44. Every *consumer* shall provide for each *service connection* to the *consumer's parcel of land* a strainer and a pressure-reducing valve upon the request of the *General Manager, Engineering*.

### **Right of Inspection**

45. Every *person* to whom *water* is supplied under this By-law shall at all reasonable times allow, suffer and permit the *General Manager, Engineering* to enter into and upon the premises in respect of which *water* is supplied, for the purpose of inspecting the *water* pipes, connections, fixtures, taps, meters and any other apparatus used in connection with the *water* supply.

### **Wastage of Water**

46. Any *consumer* deliberately wasting *water* shall be guilty of a violation of this By-law.
47. If any *consumer* on a flat rate service allows *water* to run to waste, whether willfully or by permitting pipes, taps, toilets or other fixtures and means of distributing or storing *water* to remain in disrepair, or by any device or for any change in the use of the premises, increases the amount of *water* consumption or expedites the rate of *water* usage, the *person* shall be guilty of a breach of this By-law. In addition to the penalty provided for in this By-law, it shall be lawful for the *General Manager, Engineering* to require that, as a condition of further and future *service*, a meter be installed on the *service connection* at the expense of the *Owner* and the *rates* payable by the *consumer* from the date on which the meter is installed shall be in accordance with Schedule "C" to this By-law.
48. If any pipes, connections, fixtures, taps, meters or other fixtures used in connection with the supply of *water* to premises are found to be leaking or defective, or if any wastage of *water* is found to exist, notice in writing shall be given by the *General Manager, Engineering* requiring the *person* owning or using the premises, to remedy the defects or leaks or to stop the wastage. If the requirements are not fulfilled within seventy-two (72) hours from serving the notice, the *water* supply to the premises may be shut off and the *person* owning or using the premises shall be guilty of a breach of this By-law.

### **Water Usage for Building Purposes**

49. No contractor, builder or other *person* shall use for building purposes of any kind or description any *water* from any pipe or main of the *waterworks*, or from any other *consumer*, without written permission from the *General Manager, Engineering* and not until the amount fixed by the *rates* in force at the time has been paid and all provisions made for the proper protection of the supply pipe have been complied with. In addition, the *General Manager, Engineering* must first be satisfied that adequate provision has been made to control a *cross connection* to the *City water* system in

compliance with Surrey Waterworks Cross Connection Control By-law, 2007, No. 16335, as may be amended from time to time.

## **PART 8 – PREVENTION OF CONTAMINATION**

### **Contamination, Cross Connection and Backflow Prevention**

50. No *person* shall allow water, waste water, or any harmful liquid or substance, to enter any part of the *waterworks system*, including any *water service* or any fire hydrant or standpipe.
51. No *person* shall connect, cause to be connected, or allow to remain connected, any piping fixture, fitting, container, appliance or *cross connection* that could cause or allow drinking water quality, the *service*, or a private service to become contaminated, degraded or polluted in any way. Every *person* shall comply with Surrey Waterworks Cross Connection Control By-law, 2007, No. 16335, as may be amended from time to time.

## **PART 9 – WATER METERS**

### **Water Meter Requirements**

52. *Water meters* shall be installed on all *water services* where:
  - (a) a new *service connection* is made to an existing or new building or premises; or
  - (a.1) a *parcel* is redeveloped, including where the parcel is subdivided, where there is a proposed change in use or density on the *parcel*, or where a building permit application is made in relation to the *parcel*;
  - (b) the *service connection* is *temporary*; or
  - (c) a new irrigation system is installed.
53. The *Council* may, whenever it shall deem it advisable, compel the use of *water meters* by any *person* using or consuming *water* supplied by the *City* and may refuse to supply *water* to any premises unless the *person* requiring the *water* shall first enter into an agreement to take, use and pay for the *water* according to the terms and conditions outlined in Schedule "C" to this By-law.
54. The *City* shall have the right at any time to install a *water meter* in any existing premises at the expense of the *owner* and to substitute in lieu of a flat *rate* (whether already paid or not) a meter *rate* according to Schedule "C" to this By-law.

### **Installation of Water Meters**

55. Meters shall be installed on all *water services* in a manner and of such make and design as is prescribed by the *General Manager, Engineering* from time to time and as documented in the *City "Water Meter Design Criteria and Supplementary Specifications"*.

56. The cost of supplying and installing a meter, meter box, fittings and all appurtenances shall be borne by the *consumer*.
57. The *City* shall have the right to enter into the premises and onto the *real property* to inspect and maintain the *water* meter, fixtures and appurtenances at any reasonable time. If the *City* is unable to gain access to the premises or *real property* to inspect or maintain the *water* meter, the *City* may install a new or replacement *water* meter at the property line at the location shown in the *City's* "Water Meter Design Criteria and Supplementary Specifications" at the expense of the *owner*.

### **Water Meter Rates and Credit**

58. Every *consumer* having a *metered service* shall pay for the full amount of *water* as registered by the meter, according to the *rate* applicable to the *service*.
59. Despite Section 58, a *consumer* who volunteers to have a meter installed by the *City* under a residential *water* metering program may receive a one-time credit equal to the difference between the meter *rate* charges for the first twelve (12) months of consumption subsequent to meter installation, and the amount that would have been payable as a flat *rate*. A credit will be applied only to future *water* charges, and only if all of the following conditions are met:
  - (a) the meter *rate* charges must exceed the flat *rate*; and
  - (b) the difference between the meter *rate* charges and the amount that would have been payable as a flat *rate* must be more than \$25; and
  - (c) a credit will not be applied if there has been a change of ownership of the *parcel* during the 12-month period; and
  - (d) the credit is available to residential dwellings only; and
  - (e) the credit must be requested in writing by the *consumer* within 15 months of volunteering for a meter.
60. When the *City* imposes a meter on the *water* connection, the *General Manager, Finance* shall adjust the *water rates* roll accordingly and a credit shall be allowed to the *consumer* on the meter *rate* account for the balance of the flat *rate* proportionate to the unexpired portion of the year covered by the flat *rate* payment. The balance of the meter *rate* shall be payable from the time the meter is installed whether during any period already paid for by the flat *rate* or not.
61. If a meter sticks or fails to indicate correctly the quantity of *water* which is passing or which has passed through it, or if the meter cannot be accessed, the *City* shall be entitled to charge for the *water* according to the average consumption for the twelve (12) months immediately preceding the date upon which the meter was last known to be in order, or based on consumption measured by the new or repaired meter for four (4) months, whichever is higher.

## **Responsibility for Maintenance of *Water Meters***

62. The meter is owned and maintained by the *City*. The meter chamber, lid, fixtures and appurtenances other than the meter are owned and maintained by the *owner*.
63. The *City* shall maintain and repair or replace all meters, regardless of size, when rendered unserviceable through fair wear and tear. Where replacement or repair of any meter is rendered necessary by the act, neglect, or carelessness of the *owner* or occupant of any premises, any expense caused to the *City* shall be charged against and collected from the *owner* or occupant of the premises.
64. The *Owner* of a *parcel* shall maintain full and unobstructed access to the meter and meter chamber to allow the *City* to read and maintain the meter. Where maintenance of any meter is rendered necessary by the act, neglect, or carelessness of the owner or occupant of any premises, any expense caused to the *City* shall be charged against and collected from the owner or occupant of the premises.

## **Testing of *Water Meters***

65. When any *consumer* notifies the *City*, in writing, that an account for *service* for any past time is excessive the *City* shall arrange to have the meter tested at the *consumer's* expense.
66. Before making a test outlined in Section 65, the *consumer* requesting the test shall pay the fee in accordance with Schedule "D-1".

## **Refunds on *Water Meter Charges Due to Inaccuracy of Water Meter***

67. The *City* will consider refunds, adjustments and/or meter repair or replacement only when the meter testing result indicates that the percentage accuracy of the meter is less than 95% or greater than 105%.
68. If the test outlined in Section 65 shows an error in favour of the *consumer*, the meter testing fee shall be refunded to the *consumer*, the water meter will be replaced or repaired, and the *consumer's* account for *service* shall be adjusted accordingly.
69. If the test outlined in Section 65 shows an error in favour of the *City*, the meter testing fee shall be retained by the *City*.
70. Opting out of the *City's* residential voluntary metering program may be considered by the *City* if the *owner* who originally requested the meter still owns the *parcel* and if the *owner* agrees to pay the fees for meter removal in accordance with Schedule "D-1". The *water* account for the premises will then be changed back to a flat *rate* account and charged according to the *rates* in Schedule "B". There is no opting out option under the *City's* mandatory metering program for new and existing properties.

## PART 10 – FIRE SERVICE

71. All *fire services* shall be installed so that *water* used or which could be used for other than fire purposes, shall be metered and all costs shall be borne by the *owner*.
72. Any *fire service* being directly connected with an automatic *sprinkling* system, may be connected directly to the *waterworks* without having a meter installed, provided however, there is a means to detect flow as acceptable to the *General Manager, Engineering*.
73. If it is found that *water* is being used for other than fire fighting purposes on any *fire service* the *General Manager, Engineering* may shut off the *service* until a meter has been installed on the *service* at the expense of the *owner*. The meter shall be fire rated.
74. All meters used on *fire services* shall be of a make and design approved by the *General Manager, Engineering*.
75. For all new construction, where a *fire service water* main is required, a dedicated main for the sole purpose of fire fighting shall be provided by the *owner* with no connection to any domestic service.

### **Fire Service Connection Costs**

76. The cost of installing each *fire service* including the cost of the meters, *backflow preventer*, and all piping, valves and fittings as provided for in this Part of this By-law, shall be borne by the *owner* of the premises.

## PART 11 – WATER MAIN EXTENSIONS

### **General Conditions**

77. *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 system* utility and any other capital funds raised by the *City* and specifically appropriated by the *Council* for *waterworks* construction.
78. The cost of constructing each such extension shall be shared by the *City* and the *owners* of the *benefiting lands* in accordance with the provisions and subject to the limitations in this By-law.
79. *Water main extensions* for which the *City* bears any portion of the cost, shall only proceed provided the 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*; and
  - (b) within the limit of the funds allocated for these purposes within the budget of the *water* utility; and

- (c) not excessive, as determined by the *Council*.

### ***Water Main Extensions for Irrigation or Agriculture***

80. *Water main extensions* for the purposes of irrigation or agriculture shall not be considered.
81. A *water main extension* for domestic *service* to a *parcel* in the agricultural land reserve, may be considered.
82. *Water main extensions* to *service* a *parcel* in the agricultural land reserve shall only be considered where the *owner* of the *parcel* 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 these 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. Such use to be in compliance with the provisions set out within the *City's* "Water Shortage Response By-law, 2004, No. 15454".

### ***Application for Water Main Extensions***

83. All applications for a *water main extension* shall be made in writing to the *General Manager, Engineering* by the *owner* or *owners* of the *parcel* to be served by the extension. The *General Manager, Engineering* shall, as soon as convenient, determine the practicality and feasibility of the extensions and communicate its findings to the *applicant* along with the estimated costs payable by the *applicant*, where the work is determined feasible.
84. 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 *General Manager, Engineering*, in accordance with the current *design and construction standards* adopted by the *City*. The *water main extension* shall commence from the most suitable existing *waterworks system* as determined by the *General Manager, Engineering* having sufficient surplus capacity and pressure to provide *water* to the *benefiting lands* on the extension, to a point opposite the farthest boundary of the last *parcel* to be served by the extension or to such other point where the *General Manager, Engineering*, in his or her discretion to be exercised reasonably, decides such extension should end. In addition, the costs of *service connection(s)* to each *parcel* of the applicant's property to be served by the extension and the costs of right-of-way acquisitions, shall be added to the costs payable. Where rights-of-way are required for the construction of any portion of such extension, all the costs incurred in connection with the rights-of-way shall be added to and form part of the costs in providing such extension.
85. Subject to the provisions of Sections 87 and 88, the *applicant* wishing to front-end the costs and proceed with the extension of the *waterworks system* shall deposit an amount



equal to the *General Manager, Engineering's* estimate of the costs, prior to any construction being undertaken.

86. The *applicant* shall enter into a *water main extension* agreement as required by the *City*.

#### ***Water Main Extensions Proposed for Construction By An Applicant***

87. The *General Manager, Engineering* 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 "F" attached hereto and forming a part to this By-law.
88. An *applicant* wishing to construct a *water main extension* at the *applicant's* expense shall:
- (a) enter into an agreement with the *City* containing the conditions listed in Schedule "F" to this By-law, and
  - (b) pay to the *City* all fees in accordance with Schedule "F" to this By-law.

#### **Refunds**

89. An *applicant* who wishes to front-end the costs, may apply to the *General Manager, Engineering* for refunds.

#### **Upsizing of Water Mains**

90. Where any *water main extension* is to be undertaken pursuant to the provisions of this By-law and where the *City*, in its discretion, determines a main of greater capacity should be installed than is required to provide *service* to the lands for which an application for extension has been made, the proponent will upsize the *water* main, the *City* shall pay the cost of providing such excess capacity, 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 upsizing of a *water* main of larger than 200mm diameter for residential zones, and 250mm diameter for industrial, commercial and institutional zones.

#### **Recovery of City's Costs**

91. Where the *City* has incurred capital costs in the expansion of the *waterworks system*, the *owner* of the *benefiting land*, shall pay the *local service tax* or *latecomer* charges prescribed under the applicable by-law, contract or agreement.

#### **General Provisions**

92. 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 *consumers* 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.
93. 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 may have been installed without cost to the *City*, shall not in any way exempt the *persons* receiving *service* 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*, or other conditions as outlined in Section 16.
94. 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*.
95. 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*.

## **PART 12 – RATES, FEES AND CHARGES**

### **Establishing Water Rates, Fees and Charges**

96. It shall be lawful for the *Council* from time to time to fix *water rates* to be paid by *consumers* of *water* for the *water* supplied from the *works*.
97. The *rates* which shall be payable in respect of existing flat *rate services* shall be in accordance with Schedule "B" to this By-law.
98. The *rates* which shall be payable in respect of *metered services* shall be in accordance with Schedule "C" to this By-law.
99. The *rates* types which shall be applicable in respect of designated uses shall be in accordance with Schedule "D" to this By-law.
100. The fees which shall be payable in respect of hydrant use, requests for turning off and on *water services* and *water* meter testing and removal shall be in accordance with Schedule "D-1" to this By-law.
101. The fees which shall be payable in respect of all *service connections* shall be in accordance with Schedule "E" to this By-law.

## **Water Service Rates, Fees and Charges**

102. The *rates*, fees and charges enumerated in Schedules "B", "C", "D-1", and "E" are hereby imposed and levied for *water* supplied or ready to be supplied by the *City* and for connections to the mains of the *City*, and all *rates*, fees and charges shall form a charge on the *parcels* of the respective *owners* using the *water* and may be recovered in the same manner and by the same means as overdue taxes.
103. All accounts for *water service* and meter *rates* shall be due and payable at the office of the *General Manager, Finance* at the City Hall in the *City*, or payable to the *person* or *persons* who may be authorized by the *Council* from time to time to receive them.
104. No rebate, refund or credit whatsoever of any moneys paid or payable for *water service* shall be made except as provided in this By-law.
105. No prepayment for any *service* shall prevent the amount of any increase being charged to and collected from any *consumer*.
106. The *City* shall furnish to any *consumer* or ratepayer on request one copy of a statement showing the *rates*, fees and charges for the time being in force for each type of *service*.
107. For all new construction of residential strata buildings to which a new *service connection* is made during a year, a prepaid user *rate* will be payable at the time of building permit application at the *rate* established in Schedule "D-1" for each strata unit proposed to be constructed. The prepaid *rate* will be nonrefundable and applied as a credit to the strata property's metered utility account.

## **PART 13 – OFFENCES AND PENALTIES**

### **Offences**

108. Every *person* who violates any of the provisions of this By-law or who suffers or permits any act or thing to be done in contravention of any of the provisions of this By-law, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this By-law, or who does any act, or who violates any of the provisions of this By-law shall be deemed to be guilty of an infraction and liable to the penalties imposed in this By-law.

### **Penalties**

109. Every *person* who violates any of the provisions of this By-law, or who suffers or permits any act or thing to be done in contravention of this By-law, or who refuses, omits, or neglects to fulfill, observe, carry out, or perform any duty or obligation imposed by this By-law is liable, on summary conviction, to a fine of not less than the sum of One Hundred Dollars (\$100.00), but not exceeding the sum of Ten Thousand Dollars (\$10,000.00).

110. Where there is an offence that continues for more than one day, separate fines may be issued for each day or part thereof in respect of which the offence occurs or continues.
111. Any *person* who contravenes any provision of this By-law is liable to the *City* for and must indemnify the *City* from all costs, expenses, damages and injuries resulting from the contravention. This does not in any way limit any other provision or any other remedy the *City* may have under this By-law or otherwise at law.
112. The *City* may enforce compliance with the stipulations within this By-law or non-payment of fines by shutting off the provision of *water services* being supplied to the user or discontinuing the service thereof.
113. Nothing in this By-law limits the *City* from utilizing any other remedy that is otherwise available to the *City* at law.

#### **PART 14 – EFFECTIVE DATE**

114. This By-law shall come into effect on the 14th day of May, 2007.

#### **PART 15 – SEVERABILITY**

115. Each provision of this By-law is severable from each other provision, and, if any provision is determined to be void or unenforceable in whole or in part, this determination shall not be deemed to affect or impair the validity of any other provision, unless a Court otherwise determines.

#### **PART 16 – REPEAL**

116. "Surrey Waterworks Regulation By-law, 1969, No. 2932" and amendments thereto, and "Surrey Water Main Extension Regulation By-Law, 1992, No. 11345" and amendments thereto are hereby repealed.

READ A FIRST TIME on the 12th day of March, 2007.

READ A SECOND TIME on the 12th day of March, 2007.

READ A THIRD TIME on the 12th day of March, 2007.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 14th day of May, 2007.

MAYOR

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CITY CLERK

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SURREY WATERWORKS REGULATION AND CHARGES BY-LAW, 2007, NO. 16337 - SCHEDULE "A"

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

**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, 2007 , No \_\_\_\_\_ , 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 arising out of the breakdown or malfunction of a water facility, system or the Connection; \_\_\_\_\_ initials
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.

*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 AND CHARGES BY-LAW, 2007, NO. 16337 - SCHEDULE "A-1"**

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

**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, 2007, No \_\_\_\_\_, 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 arising out of the breakdown or malfunction of a water facility, system or the Temporary Connection;
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.
10. To register a restrictive covenant pursuant to Section 219 of the Land Title Act R.S.B.C. 1996, c. 250 as amended, in a form acceptable to the City, on title to the Property, identifying all the requirements of the temporary water service connection as stated in the By-law.

*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 AND CHARGES BY-LAW, 2007, NO. 16337 - SCHEDULE "A-2"

TO: CITY OF SURREY (the "City") DATE: \_\_\_\_\_

The General Manager, Engineering Department.

**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, 2007 , No \_\_\_\_\_ , 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 rely upon the water supplied to the Property for the purpose of fire protection or fire-fighting or any other uses excepting essential household uses;
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 arising out of the breakdown or malfunction of a water facility, system or the Connection, 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 \_\_\_\_\_ initials
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; \_\_\_\_\_ initials
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.

\*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).



SCHEDULE "B"

**FLAT RATE CHARGES – EFFECTIVE JANUARY 1, 2018**

1. The following minimum flat *rate* charges for *water services* shall apply to all of the *waterworks system* and its existing connections within the *City*. Categories of charges are based on actual use of the property.

- a. To every existing single *dwelling unit*, including those within a strata lot; to every existing church; to every existing *duplex house*; to every existing *commercial unit* with a *single dwelling unit* attached thereto and having plumbing fixtures installed in the *dwelling unit* only:

Annual Flat *Rate* - if paid before April 2nd: \$869.00

- b. To each additional *dwelling unit* located within the structure of a single family *dwelling unit*:

Annual Flat *Rate* - if paid before April 2nd: \$342.00

- c. To all existing *apartment houses*, and townhouses for each *dwelling unit* contained therein:

Annual Flat *Rate* - if paid before April 2nd: \$342.00

- d. To every existing commercial buildings containing one (1) *commercial unit* that is not able to be metered:

Annual Flat *Rate* - if paid before April 2nd: \$1,595.00

- e. To all existing commercial buildings containing two (2) or more *commercial units* that are not able to be metered:

Annual Flat *Rate* - if paid before April 2nd: \$1,595.00

2. The *rates* levied on a *parcel* do not in any way legalize the use of land and premises, which might be in breach of other *City* bylaws. In levying the *rates*, no determination of compliance with other *City* bylaws has been made and should the use of land and premises breach any of its bylaws now or in the future, the *City* reserves the right to enforce those bylaws in accordance with their conditions.

3. Annual user charges are subject to a 5% penalty if paid after the first annual due date of April 2nd and a further 5% penalty if paid after the second annual due date July 2nd. All flat rate charges including penalties if left unpaid on December 31 of the year will be considered taxes payable the following year.

SCHEDULE "C"

**USER RATES FOR METER CONSUMPTION – EFFECTIVE JANUARY 1, 2018**

1. All water meters shall be read and billed three times per calendar year on a periodic four-month basis.
2. All metered accounts shall be due and payable on the second (2) day of the month following the month in which the account is rendered and are subject to a penalty of five percent (5%) if the amount for that period is paid after the due date.
3. The following meter *rates* shall apply to *water* consumption within the *City* from metered service connections to the *waterworks system*:

- a. The base charge per meter will be as follows:

16 to 19 mm	\$ 22.00 per four-month period;
25 mm	\$ 27.00 per four-month period;
38 mm	\$ 34.00 per four-month period;
50 mm	\$ 45.00 per four-month period;
75 mm	\$ 89.00 per four-month period;
100 mm	\$103.00 per four-month period;
150 mm	\$195.00 per four-month period;
200 mm	\$228.00 per four-month period;
250 mm	\$228.00 per four-month period;

- b. The *water consumption rate* for all meter types will be \$1.0040 per cubic meter.

PROVIDED FURTHER, that any metered connection serving premises, which, if it were not for the metered installation, would be rated in accordance with the provisions of Schedule "B" to this Bylaw, the full annual fee shall be charged, prorated by the number of days in the full months remaining in the calendar year in which service starts.

4. Adjustment Due to Faulty Meter

Where a meter is found defective when read, and has not indicated correctly the volume of water which has passed through it, the provisions of Sections 67 through 69 of this Bylaw shall apply, and the *rates* billed for that period or month shall be computed accordingly.

## 5. Undetected Leaks

Notwithstanding the provisions of Sections 67 through 69 of this Bylaw, where an underground leak is discovered in a *consumer's* waterworks system, and where the *consumer* could not reasonably have been expected to be aware of such leak, the City shall be entitled to charge for such water a rate which does not exceed the average of the rates billed for the preceding twelve (12) months plus a rate of \$0.6990 cents per cubic metre for all water which, as recorded by the meter, has passed through the meter since the last previous reading thereof, and which is in excess of the average consumption or use over the preceding twelve (12) months and provided that repairs of the *consumer's* waterworks system have been carried out to the *General Manager, Engineering's* satisfaction within 96 hours of discovery of the leak.

"SURREY WATERWORKS REGULATION AND CHARGES BY-LAW, 2007, NO. 16337"

SCHEDULE "D"  
USER RATE CATEGORIES

<i>Apartment houses and multiple dwellings (Existing) (except condominiums)</i>	<i>Minimum flat rate or metered services</i>
<i>Apartment houses and multiple dwellings (new)</i>	<i>By metered service only</i>
<i>Auto courts and Mobile Home Parks</i>	<i>By metered service only (subject to minimum charge)</i>
<i>Boarding houses</i>	<i>By metered service only</i>
<i>Cemetery</i>	<i>By metered service only</i>
<i>Churches (Existing)</i>	<i>Minimum flat rate or metered services</i>
<i>Churches (New)</i>	<i>By metered service only</i>
<i>Combination - small commercial premises (Existing)</i>	<i>Minimum flat rate or metered service</i>
<i>Combination - small commercial premises (New)</i>	<i>By metered service only</i>
<i>Commercial premises and industrial premises</i>	<i>By metered service only</i>
<i>Condominiums (Existing)</i>	<i>Minimum flat rate to each owner or each strata lot; or metered services</i>
<i>Hotel and lodging houses</i>	<i>By metered service only</i>
<i>Service connection (temporary)</i>	<i>By metered service only</i>
<i>Other special uses</i>	<i>By metered service only</i>

"SURREY WATERWORKS REGULATION AND CHARGES BY-LAW, 2007, NO. 16337"

SCHEDULE "D-1"

SPECIAL FEES

1.	<u>FOR USE OF CITY 'S HYDRANT FOR WATER SUPPLY</u>	
	Fee for initial application for a permit to use a <i>City</i> hydrant	\$180.00
	Fee for further extension of the initial permit period	\$100.00
	For <i>Water</i> usage from hydrant	\$100.00
	Damage Deposit for Hydrant use	\$700.00
2.	<u>FOR TURNING OFF AND TURNING ON OF SERVICES</u>	
	Permanent abandonment	100% of <i>actual cost</i>
	<i>Temporary</i> turn off / on of water service	As set out in
	- during regular <i>City</i> working hours	"Surrey Fee-Setting
	- outside regular <i>City</i> working hours	By-law, 2001, No.
		14577" as amended
3.	<u>FOR TESTING OF WATER METERS</u>	
	For 16mm and 19mm (3/4") meter	\$ 240.00
	For 25mm (1") meter	\$ 240.00
	For 38 mm (1½ ") meter	\$ 240.00
	For 50 mm (2") meter	\$ 425.00
	For 75 mm (3") meter	\$ 625.00
	For 100 mm (4") meter	\$ 625.00
	For 150 mm (6") meter	\$ 625.00
	For meters over 150mm (6")	\$ 625.00
4.	<u>FOR REMOVAL OF WATER METER</u>	
	For 19mm <i>water</i> meter	100% of <i>actual cost</i>
	For meter larger than 19mm	100% of <i>actual cost</i>
5.	<u>FOR PREPAID NEW RESIDENTIAL STRATA CONSTRUCTION</u>	
	For each strata unit to be constructed	\$88.00

"SURREY WATERWORKS REGULATION AND CHARGES BY-LAW, 2007, NO. 16337"

"SCHEDULE "E"  
CONNECTION CHARGES

The following fees shall be charged for all *water service connections* and shall be payable in advance and prior to connection:

- |   |   |
|---|---|
| A. All new connections  | 100% of <i>actual cost</i>  |
| B. Existing connections   | As set out in the "Surrey Fee-Setting By-law, 2001, No. 14577," as amended. |
| C. Meter 19 mm diameter or smaller for single family and duplex residential construction where connection, meter box, and meter setter have been provided by developer or <i>consumer</i> | \$225.00  |

"SURREY WATERWORKS REGULATION AND CHARGES BY-LAW, 2007, NO. 16337"  
SCHEDULE "F"

WATER MAIN EXTENSIONS 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* the conditions in this Schedule shall apply.
2. The *Applicant* shall execute a *servicing agreement* with the *City*, indicating the description and the location of the *water main extension*, and agreeing to the terms and conditions in the *servicing agreement*.
3. No provision of this Schedule shall be deemed to exempt any *parcel* from payment of taxes, charges, *rates* or fees imposed by any by-law of the *City*.
4. The *General Manager, Engineering* and *City Clerk* are authorized to execute the *servicing agreement*.
5. The *applicant* shall pay the agreement processing fee prior to the pre-design meeting. The fee is set out in the "Subdivision and Development By-law, 1986, No. 8830", as amended.