

CITY OF SURREY



Surrey Stormwater Drainage Regulation and Charges

By-law, 2008, No. 16610

**CITY OF SURREY
BY-LAW NO. 16610**

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CITY OF SURREY
BY-LAW NO. 16610

A by-law to regulate extensions, connections, and use of the stormwater drainage system, to impose connection charges to the stormwater drainage system, and to prohibit the fouling, obstructing, or impeding the flow of any stream, creek waterway, watercourse, ditch, or stormwater drainage system.

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As amended by By-laws No. 18646, 02/22/16; 18709, 05 16 16; 19772, 02/25/19

THIS IS A CONSOLIDATED BYLAW 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 BYLAW PROVISIONS.

WHEREAS Section 69 of the *Community Charter*, S.B.C. 2003, c.26 authorizes the *City* to operate a *stormwater drainage system* as a municipal service deemed to be necessary or desirable for all or part of the *City* and to regulate in relation to the drainage service;

AND WHEREAS the *City* has constructed and is operating and maintaining a system of drainage works for the benefit of residents and business property *owners* of the *City*;

AND WHEREAS it is expedient that all *real property* within the *City* which requires the service and is capable of being served, should be so served and connected to the *stormwater drainage system* and that the cost of connecting such properties should be paid for in whole or in part by the *owners* of the *property* requiring connection to or which wholly fronts or abuts the *stormwater drainage system*;

AND WHEREAS it is deemed just that the cost of operating, maintaining and upgrading the *stormwater drainage system* is paid for by those who directly or indirectly benefit from the system;

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

PART 1 - CITATION

1. This By-law may be cited for all purposes as “Surrey Stormwater Drainage Regulation and Charges By-law, 2008, No. 16610”.

PART 2 - DEFINITIONS

2. In the construction and interpretation of this By-law, words and terms will have the following meanings assigned to them:

Actual Cost means all costs incurred to complete the works, including but not limited to engineering services, supply of materials, construction, supervision, administration, right-of-way negotiations, acquisitions and registration, and liaison with, and fulfilling requirements of, other utilities or agencies.

Agent means *Professional Engineer* or contractor appointed by the *General Manager, Engineering* to install and construct a *stormwater drainage extension* on behalf of the *City*.

Applicant means an *Owner* or *authorized representative* for the *Owner* who requests the *City* to:

- (i) install new or alter existing drainage services;
- (ii) approve the use of an existing drainage connection for a new development; or
- (iii) extend a public drain or drains and drainage services,

and the *City* may expect to receive revenue on a continuing basis from the *owner* for this *service* at the current *rates* as established by this By-law.

Authorized Representative means a person, body, entity or company retained by the *owner* and authorized by the *owner* to act on the *owner's* behalf.

Benefiting Land means a *parcel* fronting, flanking or abutting an *extension* of the *stormwater drainage system* or otherwise benefiting from the *extension*.

Building By-law means the "Surrey Building Bylaw, 2012, No. 17850", as may be amended or replaced from time to time.

Building Drain means a pipe, conduits, manholes, and other equipment laid on Property intended or necessary to carry *stormwater* or *groundwater* from the *property* to the *service connection*.

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.

Collector means the *General Manager, Finance* or his or her duly appointed representative and assistants.

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 "D" of this By-law.

Council means the City Council of the *City* of Surrey.

Design and Construction Standards means the documents related to design and construction standards, referred to and incorporated into Schedule "A" of the "Surrey Subdivision and Development By-law, 1986, No. 8830" as may be amended or replaced from time to time.

Ditch means an open drainage channel, whether naturally occurring or man-made, to carry *stormwater* and/or *groundwater* including *streams*, creeks, or watercourses.

Drainage Developer Reimbursed or "*DDR*" means a *service connection* installed by a developer under agreement with the *City*.

Drainage Parcel Tax means the amount of money charged annually to *Owners* whose *real property* or premises are served directly or indirectly by the *stormwater drainage system*, and enumerated in Surrey Drainage Parcel Tax By-law, 2001, No. 14593.

Engineer of Record means the *Professional Engineer*, singularly or jointly, responsible for the preparation of proposals, reports, associated documents, design submissions and detailed engineering designs and drawings, and for the execution and the implementation of such designs for infrastructure utilities and services to be incorporated in the *City*.

Environmental Management Act means the Environmental Management Act, S.B.C. 2003, c.53, as may be amended or replaced from time to time.

Extension or Stormwater Drainage Extension means any installation or construction of pipes, *ditches*, conduits, storm sewer, outfalls and other equipment and facilities for collecting and transporting *stormwater* on any highway or *City* right-of-way from or to the most suitable existing *stormwater drainage system*, having sufficient surplus capacity to provide service to the *Real Properties* to be served in accordance with the current *Design and Construction Standards*. An *extension* does not include the upgrade or replacement of any existing part of the *stormwater drainage system*, nor does it include installation or construction of *service connections*.

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

Floodplain means an area of land, whether floodproofed or not, which is susceptible to flooding by a watercourse, ocean or other body of water.

Frontage means the boundary of the *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* or development cost charge front-ending agreement or development works agreement with the *City*, and shall include the assignee of the *latecomer agreement* or development cost charge front-ending agreement or development works agreement.

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, Finance Department for the *City* and his or her duly appointed representatives and assistants.

Groundwater means water below the surface of the ground, as defined in Section 1 of the Water Act, as may be amended or replaced from time to time.

Highway includes:

- (a) every highway within the meaning of the *Transportation Act*, S.B.C. 2004, c. 44, as may be amended or replaced from time to time;
- (b) every road, street, roadway, boulevard, *laneway*, walkway, pathway, bridge, viaduct, road allowance, or any other way used by or intended for use by the public; and
- (c) disabled zones.

Hydraulic Head means the flow of liquid is operating against resistance and the flow depth is above the crown of the pipe.

Industrial Waste means the liquid wastes from industrial manufacturing processes, trade, or business as distinct from *sanitary waste*.

Laneway means a *highway* not assigned a name or number which usually provides direct access to a *parcel*.

Latecomer means the *Owner* of the *parcel* within the *benefiting lands* and who has not initially participated in the costs of the *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 lands* and for which there is a *front-ender*.

Latecomer Charge means that portion of the *actual cost* of an *extension* that the *City* charges each *parcel* of land within the *benefiting lands*.

Local Service Tax means a tax imposed under Section 216 (local services taxes) of the Community Charter, S.B.C. 2003, c.26, as may be amended or replaced from time to time.

Official Community Plan means the community plan established under the Surrey Official Community Plan Bylaw, 2013, No. 18020, as may be amended or replaced from time to time.

Oil and Grease means an organic substance recoverable by procedures set out in *Design and Construction Standards* and includes but is not limited to hydrocarbons, esters, fats, oils, waxes and high-molecular-weight carboxylic acids.

On-site Stormwater Management Facilities means structures or features, including but not limited to landscaping features, storage ponds or tanks, and *oil and grease* interceptors that control quantity or quality of *stormwater* runoff.

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, as may be amended or replaced from time to time.

Parcel means any lot, block, or other area in which *real property* is held or into which *real property* subdivided, but does not include a road or highway dedication.

Person shall 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.

pH means the logarithm to the base 10 of the reciprocal of the concentration of hydrogen ions, in moles per litre of solution, as determined by the appropriate procedure described in *standard methods*.

Plumbing By-law means Surrey Plumbing By-law, 1981, No. 6569, as may be amended or replaced from time to time.

Professional Engineer means a *person* who is registered or licensed and in good standing as a Professional Engineer in the province of British Columbia under the *Engineers and Geoscientists Act*, R.S.B.C. 1996, c.116, as may be amended or replaced from time to time.

Property or 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.

Rear or side yard service connection means a *service connection* that connects the *building drain* with the *stormwater drainage system* where the *stormwater drainage system* does not front the *parcel* and includes the inspection chamber and the portion of the *service connection* located within any statutory right-of-way or private easement registered on title to the adjacent *parcel*.

Redevelop means changes on or to a *parcel* proposed and described in an application for any one or more of the following in relation to the *parcel*:

- (a) building permit where the total building value, as defined in the *Building By-law*, is greater than \$120,000;
- (b) building permit for constructing a new building;
- (c) subdivision;
- (d) development permit; or
- (e) rezoning.

Sanitary Sewerage System means all sanitary sewer works, *sewage* facility, and all appurtenances thereto, including sewer mains, sewer outfalls, *service connections*, *sewage* lift stations, force mains, siphons and treatment facilities owned, controlled, maintained and operated by the *City* for collecting and transporting *waste*; and shall not include *storm drains*.

Sanitary Waste shall have the meaning assigned in the Greater Vancouver Sewerage and Drainage District, Sewer Use By-law No. 299, 2007, as may be amended or replaced from time to time.

Service Connection or *Drainage Service Connection* or *Stormwater Drainage Connection* means a service pipe from the *stormwater drainage system* to the property line of a *parcel* which includes the inspection chamber, valves, and all other devices.

Servicing Agreement has the meaning set out in Part VI of the Surrey Subdivision and Development By-law, 1986, No. 8830, as may be amended or replaced from time to time.

Sewage means water carried *wastes* from residences, business buildings, institutional and industrial establishments, and shall include:

- (a) *industrial waste*;
- (b) *sanitary waste* exclusive of *industrial wastes*; and
- (c) the discharge of a stale swimming pool or hot tub water.

Standard Methods means the latest edition of “Standard Methods for the Examination of Water and Wastewater” jointly prepared and published from time to time by the American Water Works Association, American Public Health Association and the Water Environment Federation or any successor published standards.

Storm Sewer means a sewer which carries storm and surface waters and drainage, but excludes *sewage* and *industrial waste* other than *unpolluted cooling water*.

Storm Drain or *Drain* means a pipe, conduit, manhole, and other equipment intended or necessary to carry *storm water* and/or *groundwater*.

Storm Water or *Stormwater* means water resulting from natural precipitation from the atmosphere and which is intended to be transported in a *stormwater drainage system*.

Stormwater Drainage System means all *stormwater* drainage works and appurtenances thereto owned, controlled, maintained and operated by the *City*, including storm sewers, storm service connections, drains, pipes, conduits, *ditches*, *streams*, detention facilities, pumping stations, outfalls, and the equipment laid within any highway or road dedication, *City* right-of-way or easement or *City* property.

Stream shall include any natural watercourse or source of water, whether usually containing water or not, and any lake, river, creek, spring, ravine, swamp, and gulch.

Temporary Service Connection means a connection to the *stormwater drainage system*, granted conditionally by the *General Manager, Engineering* for a *parcel* that is not eligible for a *service connection*.

Unpolluted Cooling Water means water used for an industrial process and does not contain any substance that may constitute a hazard to the health of humans, animals, birds, fish or other aquatic life or that may be detrimental to the environment.

User Charge means the amount of money charged to *owners*, whose *parcels* or premises are served directly or indirectly by the *stormwater drainage system* and calculated pursuant to this by-law.

Waste shall have the meaning assigned in the Greater Vancouver Sewerage and Drainage District, Sewer Use By-law No. 299, 2007, as may be amended or replaced from time to time.

Zoning By-law means the Surrey Zoning By-law, 1993, No. 12000, as may be amended or replaced from time to time.

3. The provisions of this By-law apply to all *extensions* and connections and direct or indirect discharges to any part of the *stormwater drainage system* under the control of the *City*.
4. The *General Manager, Engineering* shall administer this By-law except Part 9 and the associated Schedules, which shall be administered by the *Collector*.

PART 3 - GENERAL PROVISIONS

5. No person shall connect or attempt to connect or allow to be connected or allow to remain connected to the *stormwater drainage system* any *property* or premises otherwise than in accordance with the provisions of this By-law.

PART 4 – FLOODPLAIN PROTECTION

6. The deposit of soil on any *property* must comply with the Surrey Conservation and Protection By-law, 2007, No. 16389, as may be amended or replaced from time to time.
7. Fill placement or movement of soils for any purpose on a *property* shall not in any way interfere with the established above or below ground drainage patterns so as to cause flooding unless authorized in writing by the *General Manager, Engineering*. This provision applies to the deposit of soil or other material, the re-grade of on-site soil whether native or previously imported, and the construction of ring-dykes.

8. In the event that the *stormwater* from a *parcel* within the *floodplain* cannot be drained to the *stormwater drainage system* by gravity continuously, the *owner* of the *parcel* may be granted a temporarily pumped *service connection* at the discretion of the *General Manager, Engineering* provided the pump discharge in the receiving *stormwater drainage system* does not cause flooding to other properties or interfere with established drainage patterns, and as a condition of the service the *owner* agrees:
 - (a) to register a restrictive covenant on title to the *parcel* in a form acceptable to the *City* stipulating that no pumped *service connection* will be allowed unless it meets the terms and conditions of this By-law, The *Building By-law*, The *Plumbing By-law* and/or any other applicable by-law;
 - (b) to pump the *stormwater* by means of a *stormwater* pump unit designed by a *professional engineer* and located on the *owner's parcel*;
 - (c) that the *service connection* will operate by gravity from the *property* line to the *City stormwater drainage system*, and to install the *stormwater* pump unit and the associated forcemain (if required) in accordance with the engineered design, and to operate and maintain them, all at the *owner's* expense.

PART 5 – ON-SITE STORMWATER MANAGEMENT REQUIREMENTS

9. Newly created *parcels* shall be constructed with *on-site stormwater management facilities* when these are prescribed through Council approved neighbourhood plans, master drainage plans, integrated stormwater management plans or as required in a *Servicing Agreement* or specific *service connection*.
10. The *owner* of *real property* where an *on-site stormwater management facility* has been installed must ensure that the facility is accessible and is maintained in good condition and functioning as designed at all times.
11. For properties with commercial and industrial uses as detailed in Section 51, proof of maintenance or operation reports for *on-site stormwater management facilities* shall be submitted to the *City* for approval prior to the renewal or issuance of a business license.

PART 6 – STORMWATER DRAINAGE EXTENSIONS

General Conditions

12. All *extensions* to the *stormwater drainage system* shall be undertaken, installed, constructed, operated, maintained, upgraded and replaced in accordance with the terms and conditions of this By-law.
13. The cost of all *extensions* shall be paid for in accordance with the provisions and subject to the limitations of this By-law.
14. All installing, constructing, operating, maintaining, upgrading and replacing of *extensions* of the *stormwater drainage system* and *service connections* must be in accordance with and in conformity to the *City's Design and Construction Standards*.
15. The *City* shall not permit an *extension* to the *stormwater drainage system*:
 - (a) if any part of the downstream *stormwater drainage system* has inadequate capacity to meet the additional service proposed or will suffer negative impacts with respect to health and stability as a result of the additional service proposed; or
 - (b) the proposed *extension* would cause the *City* to expend an inordinate amount of time, effort or money, as determined by the *General Manager, Engineering*, to operate and maintain the *extension*, in comparison to the revenue that it would generate for the *City*.

City Funded Extensions

16. *Stormwater drainage extensions* for which the *City* bears any portion of the cost, shall only proceed provided such costs are:
 - (a) recoverable in whole or in part from each of the existing as well as future *parcels* of land that will be served by the *extension*;
 - (b) within the limit of the funds so allocated for such purposes within the current annual budget of the *City*; and
 - (c) not excessive as determined by *Council*.

Application for Stormwater Drainage Extensions

17. All applications for *stormwater drainage extensions* must be made in writing to the *General Manager, Engineering*. The *General Manager, Engineering* shall review the application, determine the practicality and feasibility of such an *extension*, estimate the cost of the proposed *extension*, and notify the *applicant* whether the application has been approved or denied.
18. The cost payable by an *applicant* shall be the *actual cost* to extend the *storm drain* or *ditch* on a legally designated road allowance or right-of-way acceptable to the *General Manager, Engineering*, from the most convenient existing *storm drain* or *ditch* as determined by *General Manager, Engineering*, to a point opposite the farthest boundary of the last *parcel* of land to be served or to such point as the *General Manager, Engineering* determines is appropriate. In addition, the *actual costs* of *service connection(s)* to the *applicant's* property, and the costs of right-of-way acquisitions shall be added to and form part of the costs in providing such *extension*.
19. Only after an *applicant* has deposited with the *City* an amount of money equal to the estimated cost of the proposed *extension* as calculated by the *General Manager, Engineering* may the *City* proceed to install and construct the *extension*.
20. The *General Manager, Engineering* may appoint an *applicant* as an *agent* of the *City* to carry out the installation and construction of an *extension* subject to the *applicant* agreeing:
 - (a) to have the *extension* designed, installed and constructed in accordance with the *City's Design and Construction Standards* respecting size, depth, grades as well as other specifications that the *General Manager, Engineering* determines; and
 - (b) to satisfy the conditions listed in Schedule "A" of this By-law.
21. An *applicant* wishing to construct an *extension* at the *applicant's* own expense must:
 - (a) enter into an agreement with the *City* containing 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.

Upsizing

22. Where the *City* determines that a storm *drain* and/or *ditch* of greater capacity should be installed than is required to provide service to the *parcels* (including their upstream catchments) for which an application for an *extension* has been made, such excess capacity shall be provided. The *City* shall pay the cost of providing such excess capacity in accordance with the current *Council* policy, but only if:
- (a) the proposed *extension* does not create an excessive burden for the *City*; and
 - (b) the required funds are available.

Recovery of *City's* Costs

23. Where the *City* has incurred capital costs for an *extension*, the *owner of the benefiting land* shall pay the *local service tax* or *latecomer charge* prescribed under the relevant by-law or agreement.
24. The *local service tax* must:
- (a) be based either on the number of *service connections* which could be made within the *extension* or on the *actual cost* of unit length of storm *drain* or *ditch* installation chargeable to the *parcel* that would abut the storm *drain* or *ditch* installation and benefit;
 - (b) include the *Connection charge* where the *service connection* has already been installed during installation and construction of the *extension*;
 - (c) be reduced by the amount of the *Connection charge* where the *owner* of the *parcel* pays the *actual cost* of an additional *service connection* or for a *service connection* larger than 100 mm diameter for other than a single family dwelling unit;
 - (d) include an annual financing charge calculated at the rate established within the relevant local area service by-law or under a supplementary by-law, whichever is applicable; and
 - (e) meet all the terms and conditions stipulated within the relevant local area service by-law or within a supplementary by-law.

25. No provision of this By-law limits or restricts in any way *Council* from exercising full jurisdiction and control over the operation of the *stormwater drainage system*, and the fact that any *extension* may have been installed and constructed without cost to the *City* will not in any way exempt the person receiving service thereby from any regulations, rates, order or by-law of the *City*, nor shall the payment of part or all of the installation and construction costs by any *applicant* for an *extension* be construed as a guarantee by the *City* with respect to continuity or adequacy of service.

PART 7 – SERVICE CONNECTIONS

Eligibility for Service Connection

26. Subject to approval by the *General Manager, Engineering*, owners of *real property* are entitled to a *service connection* if the *parcel* to be serviced fronts on the *stormwater drainage system* for the entire *frontage* or *flankage* of the *parcel*, there are no downstream concerns, and the *stormwater* generated thereon is permissible to be discharged into the *stormwater drainage system* and can be discharged by gravity. The *owner* shall apply to the *City* for a connection in accordance with the requirements of this By-law.
27. Where a *parcel* partially abuts the *stormwater drainage system*, the entitlement to a service connection will only be considered if the length of the *storm sewer* abutting the *parcel* exceeds the minimum lot width permissible under the *Zoning By-law* for the then current zone of the *parcel*.
28. Where a *parcel* partially abuts the *stormwater drainage system*, but the length of the abutting *storm sewer* does not meet the criteria of Section 27 above, connection to the *stormwater drainage system* may be permitted by the *General Manager, Engineering* on a temporary basis pursuant to Sections 46 through 48 of this By-law.
29. In the event that the *stormwater* generated on a *parcel* outside the *floodplain* cannot be drained to the *stormwater drainage system* by gravity, or in the event that the *drain* on the street is operating or may operate under a *hydraulic head*, the *owner* of the *parcel* may be granted a *service connection* at the discretion of the *General Manager, Engineering* provided as a pre-condition of the service, the *owner* agrees:

- (a) to register a restrictive covenant on title to the land in a form acceptable to the *City* stipulating that no *service connection* will be allowed unless it meets the terms and conditions of this By-law, The *Building By-law*, The *Plumbing By-law* and/or any other applicable by-law;
 - (b) to pump the *stormwater* by means of a *stormwater* pump unit designed by a *professional engineer* and located on the *owner's parcel*;
 - (c) that the service connection will operate by gravity from the *property* line to the *City* system; and
 - (d) to install the *stormwater* pump unit and the associated forcemain in accordance with the engineered design, and to operate, maintain, repair and replace the pump unit, forcemain and all appurtenances, all at the *owner's* expense.
30. In the event that the *stormwater* generated on a *parcel* within the *floodplain* cannot be drained to the *stormwater drainage system* by gravity, the *owner* of the *parcel* may be granted a *service connection* at the discretion of the *General Manager, Engineering* provided as a pre-condition of the service, the *owner* agrees to the conditions of Section 8 and the *service connection* does not negatively impact adjoining properties or other properties within the *floodplain* including public land.
31. Every *parcel* that fronts or abuts a *stormwater drainage system* must have a separate *service connection* installed by *City* employees, contractors or *agents*. Only with a written, conditional permission of the *General Manager, Engineering* may any other *person* install or construct a *service connection*.

Application Process for a *Service Connection*

32. An application for a *service connection* must be made in writing to the *General Manager, Engineering* by the *applicant* in the form prescribed in Schedule “B” of this By-law.
33. Every application for a *service connection* must be accompanied by the applicable *Connection Charge* as prescribed in Schedule “D” of this By-law.
34. The *General Manager, Engineering* will direct that the installation and construction of a *service connection* be commenced within ninety (90) days of approval of the application, provided that a gravity connection is practicable.
35. If a *service connection*, temporary or permanent, is not practicable the *General Manager, Engineering* will notify the *applicant* within sixty (60) days and the *City* will refund any charges paid by the *applicant*.
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36. When there is an application to *redevelop a parcel*, the following shall apply to the *service connection* and the *building drain*:
- (a) If the *service connection* or *building drain* is less than 30 years old, the *owner* must provide a video inspection for the *City* to review. The *owner* shall repair or replace the *service connection* if the *City* determines that it contains defects or deficiencies, including excessive damage, is not in adequate condition for service, or does not meet the *City's Design and Construction Standards*;
 - (b) If the *service connection* or *building drain* is 30 years old or older and is made of materials other than PVC, a replacement or new *service connection* is required;
 - (b.1) If the *service connection* is 30 years old or older and is made of PVC, the *owner* must provide a video inspection and recommendation for the *City* to review. The *owner* shall repair or replace the *service connection* if the *City* determines that it contains defects or deficiencies, including excessive damage, is not in adequate condition for service, or does not meet the *City's Design and Construction Standards*;
 - (c) Despite Sections 36(a), (b) and (b.1), all no-corrode, asbestos, cement or clay service pipes of any age or condition shall be replaced with PVC or an alternative material approved by the *City*;
 - (d) Any shared *service connection* or *building drain* shall be replaced with separate *service connections* or *building drains*, or both, complete with inspection chambers, for each connection; and
 - (e) All costs associated with the above are the responsibility of the *owner*.
- 36.1 The *General Manager, Engineering* may waive any of the requirements of Section 36 of this By-law if the *General Manager, Engineering* deems the cost of the replacement excessive.

Payment of *Connection Charges* by Installments

37. An *owner*, at the time of applying for a *service connection*, may elect to pay the *connection charge* amortized at the annual rate of interest as determined by the *City*, payable in five (5) equal annual installments, with the first installment becoming payable upon the *parcel* being connected to the *stormwater drainage system*. For the purpose of this section, an annual installment shall be a percentage of the *connection charge* set out in Schedule “D” of this By-law.
38. In all cases where a *service connection* becomes payable by installments pursuant to Section 37 above, the *General Manager, Engineering* must file with the *Collector* a certificate signed by the *General Manager, Engineering*, setting forth the *parcel* and particulars of the *connection charge* payable and the annual installments thereof.
39. Upon receipt of a certificate from the *General Manager, Engineering* the *Collector* must enter the installments on the tax roll of the *City* in accordance with the certificate and this By-law.
40. All installments of *connection charges* placed on the assessment roll pursuant to Section 38 and remaining unpaid after the 31st day of December in any year will be deemed to be taxes in arrears in respect of the *parcels* of land served by the *service connections* and will be recoverable by the *City* as such.
41. Payment by installments will not be allowed if application for a *service connection* is made in relation to the construction of a building or other structure on vacant land. In such case, payment of the *connection charges* must be made in full at the time of application for a building permit.
42. Nothing contained in this By-law is deemed or held to exempt any *owner* or occupier of any land or premises from liability for payment of rates and charges imposed and levied for the repayment of the costs of constructing *storm sewers* and their maintenance and operation, or from liability for payment of *connection charges* enumerated in Schedule “D”, and for maintenance and operations of the *stormwater drainage system*.

Service Connection Location

43. Where practical the *service connection* will be located where requested by the *applicant*. In the event the *applicant's* preferred location is not practicable due to the existence of installed or proposed surface improvements or is in conflict with installed underground utilities or impractical owing to topographic or vegetative features, the *General Manager, Engineering* will designate the location of the *service connection* to each *parcel* of land or premises.
- 43.1 If any parts of the *service connection* are damaged or destroyed by the *owner* or the *owner's* tenants, guests or invitees, the *owner* is responsible for any costs to repair the *service connection* or any parts of it following the *City's Design and Construction Standard*.

Pre-Servicing with a Service Connection

44. Deleted.

Rear or Side Yard Service Connections

- 44.1 Every *owner* of a *parcel* that installs a new or replacement *rear or side yard service connection* is responsible for the operation, maintenance, repair and replacement of the *rear or side yard service connection* from the building on the *parcel* to the point where it connects to the *storm sewer*, provided the *rear or side yard service connection* is permitted by the *General Manager, Engineering*. The *owner* must obtain a *City* road and right-of way permit, a plumbing permit, and comply with all requirements of the "Highway and Traffic By-law, 1997, No. 13007", as may be amended or replaced from time to time, for off-site works on the *City's* road or lane allowance, right-of-way, or easement. The *owner* shall register a restrictive covenant on the title to the *parcel* in a form satisfactory to the *City* setting out the limit of *City* responsibility and the *owner's* maintenance requirements.
- 44.2 Where *rear or side yard service connections* exist, a replacement with the new *service connection* to the *parcel frontage* will be required when there is an application to *redevelop* a *parcel* if a fronting *storm drainage system* exists. If there is no existing fronting *storm drainage system*, at the discretion of the *General Manager, Engineering*, the replacement of the *service connection* may be made to any other existing *storm drainage system*, and it may be considered a *temporary service connection*, and the

provisions of Sections 46 to 48 of this By-law shall apply to the *parcel*, the *owner* and the *service connection*.

44.3 Despite Section 44.2, if the rear *or side yard service connection* is connected to a *storm sewer* that is located in a *City-owned paved laneway*, the *rear or side yard service connection* can remain in the existing location provided that other requirements in this By-law are met. Notwithstanding this Section 44.3, the continued use of the *rear or side yard service connection* in any *laneway* is subject to the approval by the *General Manager, Engineering*

44.4 Sections 44.1, 44.2, 44.3 and 52.1 of this By-law apply to *rear or side yard connections* installed after the date of final adoption of "Surrey Stormwater Drainage Regulation and Charges By-law, 2008, No. 16610, Amendment Bylaw, 2019, No. 19772".

Additional Service Connections

45. If additional *service connections* are required, the *owner* must apply to the *City* and pay the appropriate charges as described in Schedule "B" plus any *latecomer charges, local service taxes* and specified area charges that may be applicable.

Temporary Service Connection

46. An *owner* of a *parcel* which does not front the *stormwater drainage system* and upon which the current method of drainage can no longer function due to safety or other concerns may apply for a *temporary service connection* and may be approved for a *temporary service connection* by the *General Manager, Engineering*, at a location determined by the *General Manager, Engineering*, provided that all of the following requirements are met:

- (a) The quality and quantity of *stormwater* runoff generated on the *parcel* and its rate of discharge must not detrimentally affect the downstream *stormwater drainage system*.
- (b) Such a *temporary service connection* will serve only one *parcel* for which the *temporary service connection* is granted.
- (c) The *applicant* must pay the *actual cost* with respect to the design, installation, and inspection of all of the works necessary to effect a connection to the *stormwater drainage system* at the location determined by the *General Manager, Engineering*.
- (d) By accepting a *temporary service connection* the *applicant* acknowledges the commitment to support and pay the *applicant's* respective share for a local area

service *storm sewer* installation or *latecomer charge* as may be applicable in the future to serve the *parcel*.

- (e) The *applicant* agrees to connect the premises for which the *temporary service connection* is provided by installing all necessary works, including any off-site works within the *City's* road or lane allowance or right-of-way or easement. The *applicant* must obtain a *City* road and right-of-way permit and a plumbing permit and must comply with all requirements of the "Highway and Traffic By-law, 1997, No. 13007", as may be amended or replaced from time to time, for off-site works on the *City's* road or a lane allowance or right-of-way or easement. Where a *building drain* is permitted by the *General Manager, Engineering* to be installed through lands not owned by the *applicant*, an easement to which the *City* is a party must be executed and registered in the land title office before any *temporary service connection* is permitted by the *City*.
- (f) The *applicant* agrees to remain responsible for all maintenance and upkeep of the works from the point where the works connect to the *City's stormwater drainage system* to the building or structure for which *temporary service connection* is provided, including all off-site works on the *City's* road or lane allowance or right-of-way or easement, or on lands not owned by the *applicant*.
- (g) The *temporary service connection* is acknowledged to be for a temporary duration and the *City* may discontinue service in any of the following circumstances:
 - (i) an application is made by another person for an *extension* along the street or road allowance upon which the *parcel* served by a temporary service connection fronts;
 - (ii) the *City* or others decide to proceed with the construction of a *storm sewer* on the street, lane or road allowance upon which the *parcel* has *frontage* or *flankage*;
 - (iii) if the *building drain* or *service connection* is improperly maintained;
 - (iv) if *stormwater* runoff generated on properties other than the *parcel* allowed the *temporary service connection* is being discharged through the *temporary service connection*; or
 - (v) if the *owner* of the *parcel* with the *temporary service connection* contravenes any of the provisions of this By-law.

47. Where a *temporary service connection* is discontinued, the *owner* of the *parcel* must pay:
- (a) the costs incurred by the *City* to disconnect and remove the *temporary service connection*;
 - (b) the *connection charge* with respect to the new *storm sewer* main; and
 - (c) any *local service taxes* and *latecomer charges* applicable.

48. Every *owner* of a *parcel* to be granted a *temporary service connection* must register a restrictive covenant on title stipulating that the *temporary service connection* is governed by the terms of this By-law.

Building Drains

49. Every *owner* shall construct *building drains* in strict compliance with the *Plumbing By-law* and the *City's Design and Construction Standards* and shall operate and maintain the *building drains*.
50. All materials, fixtures or devices used or entering into the construction of plumbing and drainage systems or parts thereof must conform to the minimum applicable standard set forth in the *Plumbing By-law* and the *City's Design and Construction Standards* unless otherwise provided for in this By-law.
51. Grease, oil and sand interceptors shall be provided on the *building drain* for all industrial, commercial and multi-family sites. Interceptors will be required for other types of businesses when in the opinion of the *General Manager, Engineering* they are necessary for the proper handling of liquid waste containing grease or suspended materials. All interceptors shall be of type and capacity approved by the *General Manager, Engineering* and shall be located as to be readily and easily accessible for cleaning and inspection. Where installed, all interceptors shall be maintained in operable and functional state at all times by the *owner* at the *owner's* expense. The *General Manager, Engineering* may prescribe the manner and the frequency of maintenance and may require that the *owner* periodically provide acceptable proof of maintenance to the *General Manager, Engineering*.

Failure of Service

52. The *owner* is responsible for failures of the *building drain*. Where any *service connection* becomes stopped or otherwise fails to function, the *owner* or occupier of the premises served shall notify the *General Manager, Engineering*, and the *General Manager, Engineering*, shall, as soon as practicable, arrange to have the *service connection* unstopped or otherwise restored to serviceable condition if the blockage exists within the *service connection* downstream of the property line as ascertained at the inspection chamber installed at the *property* line.

- 52.1 Where the *parcel* is serviced by a *rear or side yard service connection*, the owner is responsible for failures in both the *building drain* and the *rear yard or side yard service connection*. Where a failure of the *building drain* or the *rear or side yard service connection* is proved to be caused by flow obstructions in the *City's storm sewer*, the *owner* shall notify the *City*, and the *City* shall, as soon as reasonably possible, arrange to have the *storm sewer* restored to serviceable condition.
53. Where there is no inspection chamber installed on the *service connection* at the property line, or the inspection chamber is not visible, has been buried, covered, or obstructed, the *owner* is responsible to determine the location of the blockage. The *owner* shall hire a certified plumber to go through an access point on the private side to locate and mark the blockage, using a video camera with a locator. The *City's* supervisor shall be on site to witness the location work. If assistance is provided to the *owner* to locate and expose the *service connection* or inspection chamber, *actual cost* of the work shall be the responsibility of the *owner*. The cost and effort required to remove and replace material, structures, and improvements covering or obstructing the inspection chamber and the reinstatement of the area to its previous state shall be the responsibility of the *owner*. An inspection chamber must be installed at the *property* line as part of the restoration works at the *City's* cost.
54. Alternatively, where any stoppage is found to exist in the *building drain* within the *property* or where any stoppage or other failure in the *building drain* or *service connection* is found to have been caused by the act or neglect of the *owner* or occupier of the *property*, all costs incurred by the *City* in restoring the service and unstopping the *building drain* or *service connection* shall be paid by the *owner* upon demand and if unpaid on the due date shall be deemed to be taxes in arrears on the *real property* concerned and will be recoverable by the *City* as such.

Discontinuation and Re-instatement of Service

55. In the event that a building or structure is removed from its site, or is destroyed or is damaged to the extent that it can no longer be put to any legally permitted use, the *owner* shall, at the *owner's* expense, effectively cap the downstream side of the *building drain*, a minimum of 2 m or the depth of the inspection chamber from the property line, for the interim period during which the *service connection* is not in use.

56. If the intention is to not ever use the *service connection*, the *owner* shall notify the *City* in writing of that intention. Upon receipt of written approval from the *City*, the *owner* shall, at the *owner's* expense, effectively have the inspection chamber removed, and the *service connection* capped and grouted internally at the main and the connection interface location, or by an alternate method approved by the *City*.
57. The *General Manager, Engineering* may authorize that a *service connection* be unstopped or reconnected if:
- (a) the *owner* of the *real property* applies in writing to the *General Manager, Engineering*;
 - (b) a new building or structure is constructed or located on the same *parcel* where a *service connection* was previously provided;
 - (c) the existing *building drain* and *service connection* are of sufficient capacity and grade to serve the new building or structure by gravity flow;
 - (d) the conditions set out in Section 36 above are met;
 - (e) the *connection charge* set out in Schedule "D" has been paid in full; and
 - (f) the pro-rated *user charge* for the remaining whole months of the year has been paid in full.

PART 8 – STORMWATER DRAINAGE SYSTEM PROTECTION

Prohibited Waste and Hazardous Waste

58. No *person* may discharge or allow or cause to be discharged into any *stormwater drainage system, ditch, creek, stream, watercourse, lake, bay, river, or ocean* any:
- (a) prohibited or hazardous wastes as defined in the *Environmental Management Act*;
 - (b) sediment or sediment-laden water as defined in the Surrey Erosion and Sediment Control By-law, 2006, No. 16138 as may be amended or replaced from time to time;
 - (c) anything in a concentration or quantity which may be or may become a health or safety hazard to personnel operating or maintaining the *stormwater drainage system* or which may cause damage or interfere with the proper operation of the *stormwater drainage system* or which may injure or is capable of injuring any property, or health of any person or any life form; and
 - (d) anything which contravenes the Fisheries Act of Canada.

Restricted Waste and Cooling Waste

59. No *person*, unless prior authorization in writing from the *General Manager, Engineering* has been granted, shall discharge or allow or cause to be discharged into the *Stormwater Drain System* any:
- (a) *sewage* or *sanitary waste*;
 - (b) restricted waste listed in Schedule “C” of this By-law;
 - (c) untreated wash water from foundry processes. Treatment of wash-water from the reclamation of foundry sand shall include the removal of the insoluble pollutants so as to result in unpolluted wash-water;
 - (d) processed water from *groundwater* remediation;
 - (e) cooling waste water at temperatures or which has had additives harmful to the receiving environment;
 - (f) industrial cooling water which may be polluted with insoluble oils, grease, or insoluble suspended solids; or
 - (g) swimming pool or hot tub water.

Specific Prohibitions

60. An *owner* or *person* must not suffer or permit any water to be discharged directly or indirectly from any *real property* that does not continuously and at all times meet or exceed the requirements of this By-law.
61. No *person* shall foul, obstruct or impede the flow of any *stream*, creek, waterway, watercourse, *ditch*, storm sewer, or drain, whether or not the same are situated on private *property*.
62. No *person* shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, mar or tamper with any component of the *stormwater drainage system*.
63. No *person* shall connect any roof drains, tile or conduit collecting surface drainage or rainwater runoff in any way to the *sanitary sewerage system*, or permit any *stormwater* or surface water to be drained into the *sanitary sewerage system*.
64. No *person* may uncover, connect or attempt to connect or be allowed to be connected or be allowed to remain connected to a *service connection* or to the *stormwater drainage system*, any *parcel* or premises otherwise than in accordance with this By-law.

65. Any *person* who connects to a *service connection* or to the *stormwater drainage system* without first making appropriate application to and obtaining written approval from the *General Manager, Engineering* or without paying the applicable charges, or commences the use of the service prior to having been granted formal occupancy permit for the use of the premises, is in contravention of this By-law and in addition to any penalty that may be applicable, the *service connection* at the time of the discovery may be disconnected and the service pipe stopped up or closed. The *General Manager, Engineering* may set down conditions and requirements which the *owner* must fulfill before the service can be reinstated.
66. No *person* shall bury, cover or obstruct, at any time, or in any manner, the access to any manhole, *ditch*, watercourse, inspection chamber, or other fixture connected with the *stormwater drainage system*, by placing thereon or in the vicinity thereof, any fencing or other impediments, garbage, landscaping, lumber, timber, wood, brick, stone, gravel, sand or other materials or things and the *General Manager, Engineering* or any other employee or agent of the *City* may order the removal of the obstruction and the expense of such removal will be charged to and paid by the person so offending in addition to any other penalty or fees imposed by this By-law.
67. No person being an *owner*, occupant, tenant, or inmate of *real property* serviced by the *stormwater drainage system* will accept or emit any *stormwater* or other material or substances, or permit them to be brought in or discharged from properties, places or persons other than the *stormwater* generated within the *property* to which the service is provided.
68. Except as provided under Sections 20 and 46, no work of any kind connected with the *stormwater drainage system*, either for the installing of new, or repairing of old pipes, or modifying *ditches* and other watercourses is permitted to be done by any *person* other than an employee or agent of the *City*.
69. The *General Manager, Engineering* may expressly appoint an *applicant* as an *agent* of the *City* to carry out the installation and construction of a *service connection* subject to the *applicant* agreeing to install and construct the *service connection* in accordance with the specifications respecting size, depth, grades as well as other specifications and conditions that the *General Manager, Engineering* stipulates.

Inspection and Monitoring

70. Every *owner of real property* and every occupier of premises to which a *service connection* has been provided must allow, suffer and permit, the *General Manager, Engineering* and all associated inspection equipment to enter into or upon the *real property* and premises for the purpose of inspecting the premises including *building drain*, inspection chamber, fixtures and any other apparatus used with the *service connection* or plumbing system, as well as to observe, measure, sample and test the quantity and nature of water being discharged into the *stormwater drainage system*, and to ascertain compliance with the terms of this By-law.
71. The *owner of real property* where an *on-site stormwater management facility* has been installed must ensure that the facility is accessible and is maintained in good condition and functioning as designed at all times.
72. The *General Manager, Engineering* may require that a *person* who is discharging any material or substance into the *stormwater drainage system* undertake at the *owner's* expense measuring, sampling and analysis of the material or substance discharged.
73. All measuring, sampling and analysis required by the *General Manager, Engineering* must be in accordance with methods and procedures specified in *Standard Methods*, unless otherwise authorized by the *General Manager, Engineering*.
74. Samples which have been collected as the result of a requirement of the *General Manager, Engineering* by *City* forces or qualified independent agencies, must be analyzed by a qualified, independent agency, unless other prior arrangements have been authorized in writing by the *General Manager, Engineering*.
75. If there is no inspection chamber for the *real property*, the point of discharge into the *stormwater drainage system* for the purposes of enforcing this By-law will be designated by the *General Manager, Engineering* as that location where access to the discharge for the purpose of measuring, observing or sampling is possible.
76. No *person* other than authorized person from the *City* shall remove or tamper with the *stormwater drainage system*.

Accidental Discharge / Spill Reporting

77. *Owners and persons* shall notify the *City* and appropriate senior government agencies immediately of any accidental discharges or any other discharges or highway spills of wastes in violation of this By-law. Countermeasures to minimize damage to the *stormwater drainage system* and/or the receiving waters, including clean-up, are the responsibility of the *owner* of the *property* where the contaminated discharge originates or the *persons* responsible for the spill. Incurred costs of countermeasures are the responsibility of the *owner* or *persons* instigating the discharge or spill.
78. Where the *owner* does not take immediate action to provide appropriate countermeasures, the *City* may take appropriate action to minimize damage to the *stormwater drainage system* and/or the receiving waters. All costs incurred by the *City* in mitigating damage shall be paid by the *owner* or *persons* instigating or contributing to the discharge or spill.
79. The notification in Section 77 shall be followed within five (5) calendar days of the date of occurrence, by a submission of a detailed written statement from the *owner* or *person* to the *General Manager, Engineering* describing the causes of the discharge and the measures being taken to prevent its future occurrence. The *owners* and *persons* shall identify the type of chemical or substance, volume of spill, location, time and date of occurrence and the countermeasures taken to control the damage.
80. The notification in Section 77 will not relieve the *owner* or *person* of liability for any consequential expense, loss or damage to the *stormwater drainage system* or for any fines and/or penalties imposed by the *City* or the Provincial and Federal governments which may result from a violating discharge.

Construction Work

81. An *owner* or other *person* undertaking any construction work must not place, store, transport or dispose of any prohibited material in such a manner, so as to permit the likely escape of the materials, or any part of it, into the *stormwater drainage system*.
82. An *owner* or other *person* undertaking any construction must comply with the Surrey Erosion and Sediment Control By-law, 2006, No. 16138 as may be amended or replaced from time to time.

83. A *person* must not suffer or permit the discharge or washing of cement or concrete during the construction of exposed aggregate driveways, patios, walls, other surfaces, or from concrete vehicles or concrete equipment, to the *stormwater drainage system* or any part of it as specified in Section 58 above.
84. An *owner* or other *person* must not suffer or permit any water to be discharged directly or indirectly from any *real property* that does not continuously and at all times meet or exceed the requirements of this By-law.

PART 9 – USER CHARGES

85. The *connection charges* enumerated in Schedule “D” of this By-law are hereby imposed and levied by the *City* to every *owner* of *property* which is provided a new drainage *service connection*.
86. The charges enumerated in the Surrey Drainage Parcel Tax By-law, 2001, No. 14593 as may be amended or replaced from time to time are hereby imposed and levied by the *City* to every *owner* of *real property* which is directly or indirectly served by the *City’s stormwater drainage system*. Every *owner* of *real property* which is directly or indirectly served by the *City’s stormwater drainage system* must pay an appropriate *drainage parcel tax*.
87. Each *parcel* of land or *property* to which a *service connection* has been made shall be classified by the *Collector* in accordance with the categories set out in the Surrey Drainage Parcel Tax By-law, 2001, No. 14593 as may be amended or replaced from time to time. Any *parcel* of land which contains more than one of the categories enumerated in the Surrey Drainage Parcel Tax By-law, 2001, No. 14593 shall be classified in respect to each such category contained within the said *parcel*.
88. The *drainage parcel tax* levied on a *parcel* in no way legalizes the use for which it is being charged, which may or may not be in contravention of other *City* by-laws. In charging the *drainage parcel tax*, no determination of compliance with other *City* by-laws has been made and should the use of land and premises contravene any of the by-laws now or in the future, the *City* reserves the right to enforce those by-laws in accordance with their conditions.

Timing of Payment

89. All *drainage parcel tax* levied must be paid at the office of the *Collector* on or before the day stipulated as the due date for payment.
90. Where a pro-rated *drainage parcel tax* for the use of the *stormwater drainage system* is levied, such charge must be paid within thirty (30) days of billing.

Failure to Pay User Charges

91. The *User Charge* levied by the *City* will form a charge on the lands and improvements to or upon which the *service connection* is provided and if unpaid on the due date will be deemed to be taxes in arrears on the *parcel* concerned and will be recoverable by the *City* as such.

PART 10 – OFFENCES AND PENALTIES

92. The *General Manager, Engineering*, an authorized designate, or any *City By-law Enforcement Officer* may enter upon any land or premises to conduct inspections as are reasonably necessary to ascertain whether there is compliance with the provisions of this *By-law*. If the property *owner* or occupant is present during the inspection, they must identify themselves when requested by the *General Manager, Engineering*, an authorized designate, or any *City By-law Enforcement Officer*.
93. No *person* shall supply false information or make inaccurate or untrue statements in a document or information required to be supplied to the *City* pursuant to this *By-law*.
94. 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.
95. Any *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).

96. Where there is an offence that continues for more than one (1) day, separate fines may be issued for each day or part thereof in respect of which the offence occurs or continues.
97. The *City* may enforce compliance with the stipulations within this By-law or non-payment of fines by shutting off the provision of *stormwater* drainage services being supplied to the user or discontinuing the service thereof. This may be done without notice on an emergency basis if deemed necessary by the *General Manager, Engineering*.
- 97.1 Any charges pursuant to this By-law placed on the assessment roll of a *parcel* and remaining unpaid after December 31 in any year shall be deemed to be taxes in arrears in respect of the *parcel* and will be recoverable by the *City* as such.
98. Nothing in this By-law limits the *City* from utilizing any other remedy that is otherwise available to the *City* at law.
- 98.1 If any *person* fails to carry out the work required by any provision of this By-law, the *City* may enter the *parcel* to undertake the required work and bill the *owner* for the *actual cost* incurred by the *City* in carrying out the work. The costs shall be paid by the *owner* upon demand, and if remaining unpaid after the 31st day of December of the year in which the work is done, shall be deemed to be taxes in arrears on the *parcel* and will be dealt with in the same manner as *City* taxes.

PART 11 – EFFECTIVE DATE

99. This By-law shall come into effect on the 30th day of March, 2009.

PART 12 – SEVERABILITY

100. 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, such determination shall not be deemed to affect or impair the validity of any other provision, unless a Court otherwise determines.

PART 13 – REPEAL

- 101. Surrey Sewer Rates and Extension Regulations By-law, 1964, No. 2240 as amended, is hereby repealed.

- 102. Surrey Waterways Protection By-law, 1967, No. 2659 as amended, is hereby repealed.

READ A FIRST TIME on the 16th day of June, 2008.

READ A SECOND TIME on the 16th day of June, 2008.

READ A THIRD TIME on the 16th day of June, 2008.

RECONSIDERED AND ADOPTED on the 30th day of March, 2009.

_____ Mayor

_____ Clerk

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SCHEDULE "A"
By-law No. 16610, 2008

**STORMWATER DRAINAGE EXTENSION BY AN APPLICANT WISHING TO
FRONT-END THE COSTS**

1. Where an *applicant* wishes to front-end the costs to provide a *Stormwater Drainage Extension* (hereinafter called "Works"), this Schedule shall apply.
2. The *applicant* shall execute a *Servicing Agreement* with the *City*, indicating the description and the location of the *stormwater drainage extension*, and agreeing to the terms and conditions in the *Servicing Agreement*.
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 *General Manager, Engineering* is authorized to execute the *Servicing Agreement*.
5. The *Servicing Agreement* processing fee payable by the *applicant* prior to the pre-design meeting is set out in the "Subdivision and Development By-law, 1986, No. 8830", as may be amended or replaced from time to time.

APPLICATION FOR SERVICE CONNECTION

TO : The General Manager, Engineering Department
THE CITY OF SURREY

DATE: _____

I/We _____ being the registered owner(s) of the certain property described as: Lot _____ Block _____ Qtr. Sec. _____ TP _____ Range _____ Plan _____ in the City of Surrey, apply for a stormwater Drainage connection to the said property.

I/We agree to comply with the Stormwater Drainage Regulations and Charges By-law, 2008, No. 16610, and:

- to duly pay all the charges and taxes prescribed by the By-law or By-laws of the City, pertaining to the stormwater drainage system;
- to protect and save harmless the City of Surrey from all claims and damages caused by stoppages of any pipes for stormwater Drainage service connection under this application;
- that only stormwater will be discharged to the stormwater drainage system. Roof drains from single family homes will not be connected to stormwater drainage systems; and
- that the General Manager, Engineering will determine the acceptability of the application subject to the conditions of the Stormwater Drainage Regulations and Charges By-law, 2008, No. 16610.

I/We hereby agree to the above and this agreement shall be binding upon my/our heir, executors and assigns.

Signature: _____

FOR OFFICIAL USE ONLY

Civic Address: _____ Service Category: _____ Connection Size: _____
Connection Charge: \$ _____ Receipt No. _____
Other Charges : \$ _____ Receipt No. _____
Plumbing Permit No.: _____
Date of Final Inspection: _____
Date of Notification to Taxes: _____

RESTRICTED WASTES

Restricted Waste means:

1. FOOD WASTE

Any waste from cooking and/or handling of food that, at the point of discharge into a *drain*, contains particles larger than 0.5 centimetres in any dimension.

2. RADIOACTIVE WASTE

Any waste that, at the point of discharge into a *drain*, exceeds radioactivity limitations established by the Atomic Energy Board of Canada.

3. pH WASTE

Any waste which, at the point of discharge into a *drain*, has a *pH* lower than 5.5 or higher than 9.5.

4. TOXIC AND POISONOUS WASTE

Any waste containing a toxic and/or poisonous substance in sufficient quantity to interfere with or create any hazard to the *stormwater drainage system*, or to constitute a hazard to humans or animals.

5. SPECIFIED WASTE

Any waste which, at the point of discharge into a *drain*, contains any substance at a concentration in excess of the levels set out in “Hazardous Waste” as defined in the *Environmental Management Act*.

CONNECTION CHARGES

1. The following one-time *connection charge* shall be payable for provision of a *drainage service connection* to serve a *parcel*:

- 1.1. For a *parcel* connecting to a 150mm (6 in.) diameter *gravity service connection*:

Connection Charge: 100% of Actual Cost.

The *owner* may elect to pay the above *connection charge* in five (5) equal installments, pursuant to Section 37 of this By-law.

- 1.2. For a *parcel* connecting to a *service connection* larger than 150m (6 in.) diameter, connecting to a pumped *stormwater drainage connection*, or additional connections so as to result in more than one *service connection* to the *parcel*:

Connection Charge: 100% of actual cost.

If the *City* has front-ended the cost of the additional *stormwater drainage connection*, the *connection charge* shall equal the *actual cost* plus a financing charge calculated at an annual rate determined by the *City* which shall be added annually on each anniversary of the installation date until the sum is paid or for a maximum period of five years, whichever event occurs first, after which no further financing charge shall be added.

- 1.3. For the first *stormwater drainage connection* included as a part of works chargeable to the *owner* under a *local service tax* by-law or for connections constructed by a developer at no cost to the *City*:

Connection Charge: Nil.

2. Where, for the *stormwater drainage service*, a *local service tax* or *latecomer charge* is established under a separate by-law, that charge shall take precedence over the aforementioned *connection charges*.

3. Each existing connection or *drainage developer reimbursed connection*:

Connection Charge: As set out in Surrey Fee Setting By-law, 2001, No. 14577, as may be amended or replaced from time to time.