

NO: R007

COUNCIL DATE: January 30, 2019

REGULAR COUNCIL

TO: **Mayor & Council** DATE: **January 25, 2019**

FROM: **General Manager, Engineering** FILE: **3900-20(2932)**

SUBJECT: **Amendments to Surrey Waterworks Regulation and Charges By-law, 2007, No. 16337**

RECOMMENDATION

The Engineering Department recommends that Council:

1. Approve the amendments to *Surrey Waterworks Regulation and Charges By-law, 2007, No. 16337*, as documented in Appendix “II” of this report; and
2. Authorize the City Clerk to bring forward the necessary amendment By-law for the required readings.

INTENT

The purpose of this report is to obtain Council’s approval for the amendments to *Surrey Waterworks Regulation and Charges By-law, 2007, No. 16337* (the “Waterworks By-law”) as documented in Appendix “II” to this report.

BACKGROUND

As a result of the on-going administration of the Waterworks By-law, staff have identified areas in the By-law that require clarification or modification to ensure that the By-law is clear in relation to its provisions and restrictions.

Similar amendments are also being incorporated in a complementary manner in the *Surrey Sanitary Sewer Regulation and Charges By-law, 2008, No. 16611* and the *Surrey Stormwater Drainage Regulation and Charges By-law, 2008, No. 16610*. Amendments to these by-laws are addressed in separate reports to Council.

DISCUSSION

There are six (6) policy related amendments that are recommended in this report in addition to a number of housekeeping items. The following sections describe the amendments proposed to the Waterworks By-law.

“Redevelop” Definition

The current Waterworks By-law requires that a service connection be replaced when a service connection application accompanies a building permit application with a construction value greater than \$100,000.00, or when the parcel is redeveloped; however, there is no definition of redevelopment in the current by-law.

The proposed by-law amendment defines redevelopment as follows:

- (a) Building permit where the combined building value, defined in Surrey Building By-law, 2012, No. 17850, is greater than \$120,000.00;
- (b) Building permit for constructing a new building;
- (c) Subdivision;
- (d) Development permit; or
- (e) Rezoning.

Inflation rates between 2008 and 2018 were considered in order to increase the building value from \$100,000.00 to \$120,000.00.

Rear and Side Yard Service Connection

In some areas in the city, the water main is located in the rear or side yard of the parcel. This presents significant operation and maintenance challenges to the City. For this reason, the City aims to abandon the rear and side yard water systems.

The proposed by-law amendment requires the rear or side yard service connection to be transferred to an existing fronting or flanking water main upon redevelopment of the parcel. If there is no existing fronting or flanking water main for the parcel and the building value is \$400,000.00 or less, the service connection may be reconnected to the existing water main in the rear or side yard.

The proposed by-law also stipulates that if there is no existing fronting or flanking water main for the parcel and the building value is greater than \$400,000, the owner needs to extend a new water main fronting or flanking the parcel and transfer the rear or side yard service connection to the new fronting or flanking water main.

A rear or side yard service connection that connects to a water main located on a City-owned paved laneway maybe exempt from any of the above requirements.

Temporary Service Connection

Temporary service connection is an interim water service connection to a parcel where there is no existing water main fronting or flanking the parcel. A temporary service connection is owned and maintained by the owner, starting from the building in the parcel to the water main it is connected to.

Allowing a temporary service connection on a regular basis has the following drawbacks:

- Higher risk to breakage/leakage issue on the long service connection;
- Limited or lack of fire protection to the area; and
- Limited water main extension installation downstream of the connection point.

The proposed by-law amendment requires that the existing temporary service connection be abandoned whenever the parcel is redeveloped, with a building value of greater than \$400,000. Subsequently a new water main extension is required to be installed by the owner to service the parcel.

The by-law amendments also stipulate that no new temporary service connection would be approved when there is already an existing temporary service connection on the same street. Instead, a Local Area Service (“LAS”) application or other mechanism to install a water main would be required, as approved by the City.

Service Connection to Non-City of Surrey’s Water Main

There are over seventy (70) parcels within the City of Surrey that are serviced by the City of White Rock’s water network. These parcels should be serviced by the City’s water network in the future so that the City can ensure that they receive safe and clean drinking water.

The proposed by-law amendment requires that a new water main to service the parcel be installed by the owner whenever the parcel is redeveloped with a building value of greater than \$400,000.

Staff will work with property owners as redevelopment occurs to explore opportunities to reduce the cost or possible cost share to extend the required water main.

Fire Service Connection

A dedicated fire service connection is typically required for a parcel requiring sprinkler or onsite fire hydrant. Fire service connection is to be equipped with a fire-rated detector meter to monitor any domestic or other regular consumption.

The current by-law stipulates that a detector meter is required for any new fire service connection, and there is no mechanism to charge the owner for water consumption recorded on the fire service connection.

The by-law amendment would require a new fire-rated detector meter be installed on any new or existing service connection whenever the parcel is redeveloped. The by-law amendment also clarifies the owner’s responsibility to pay for the full amount of water consumption recorded on the fire service connection as well as to pay for any investigation required to identify the source of unauthorized continuous water consumption, and the subsequent remediation actions required.

Construction Water Use

The City's hydrants have been commonly used to supply water for construction purposes. While a permit is required to withdraw water from a hydrant, using a City supplied backflow preventer device, some contractors were not acquiring permits and withdrawing water without a backflow preventer device installed. This method is not favourable for the following reasons:

- Reduced number of hydrants available to fight fire;
- High likelihood of water wastage with no meter installation;
- High likelihood of contaminant introduction into city's water network with no backflow preventer device.

For the above reasons, the by-law amendment generally eliminates hydrant use allowance for any person other than the City's employees unless permitted by the City. Water supply for construction purposes can be obtained from two sources: water fill station and construction service connection.

Water fill stations allow the contractor to fill up a tanker truck and carry the water to the construction site. Currently there are eight (8) water fill stations installed throughout the city. Water use from the filling station is metered and charged the same rate as the metered water consumption in the city.

Construction service connection can be a temporary service connection just for the duration of the construction or it could be the ultimate service connection for the parcel being developed. As part of the installation of a construction service connection, a water meter and backflow preventer device need to be installed.

Housekeeping Amendments

The housekeeping amendments are changes to the By-law that address minor inconsistencies, provide further clarification, remove ambiguity, and simplify wording in the By-law.

A summary of the policy related amendments is provided in Appendix "I". The proposed amendments to the By-law are attached as Appendix "II" to this report.

CONSULTATION WITH STAKEHOLDERS

The proposed by-law amendments have been presented and reviewed with Engineering Department staff, Planning & Development Department staff, Finance Department staff and Surrey Fire Service staff. The proposed by-law amendments impacting the construction industry were presented to construction industry. All resulting feedback received has been incorporated in the proposed by-law amendments.

LEGAL REVIEW

Legal Services has reviewed the proposed by-law amendments and have no concerns.

FINANCE REVIEW

The Finance Department has reviewed this report and has no concerns.

SUSTAINABILITY CONSIDERATIONS

The Waterworks By-law amendments support the objectives of the City's Sustainability Charter 2.0. In particular, these amendments relate to the Sustainability Charter 2.0 theme of Infrastructure. Specifically, supporting the following Desired Outcomes ("DO"):

- All Infrastructure DO1: City facilities and infrastructure systems are well managed, adaptable and long lasting, and are effectively integrated into regional systems;
- All Infrastructure DO2: Infrastructure systems provide safe, reliable and affordable services; and
- All Infrastructure DO3: Infrastructure systems are designed to protect human health, preserve environmental integrity, and be adaptable to climate change impacts.

CONCLUSION

Based on the above discussion, the Engineering Department recommends that Council:

1. Approve the amendments to *Surrey Waterworks Regulation and Charges By-law, 2007, No. 16337*, as documented in Appendix "II" of this report; and
2. Authorize the City Clerk to bring forward the necessary amendment By-law for the required readings.

Fraser Smith, P.Eng., MBA
General Manager, Engineering

AT/jma/cc

Appendix "I" Waterworks Regulation and Charges By-law, 2007, No. 16337,
Summary of Amendments

Appendix "II" Waterworks Regulation and Charges By-law, 2007, No. 16337,
Amendment By-law

WATERWORKS REGULATION AND CHARGES BY-LAW, 2007, NO. 16337, SUMMARY OF AMENDMENTS

Item	Current	Proposed Amendments
"Redevelop" definition	None	New definition to include: <ul style="list-style-type: none"> - building permit where the combined building value is greater than \$120,000.00; - construction of a new building; - subdivision; - development permit; or - rezoning.
Rear and Side Yard Service Connection	Rear or side yard service connection is to be abandoned when there is a building permit application with a value of greater than \$100,000.00, and the service is 30 years old or older	Rear or side yard service connection is to be abandoned when the property is redevelop (with new definition) and there is an existing fronting or flanking water main
		If there is no existing fronting or flanking water main, and the building value is \$400,000 or less, this service connection may be reconnected to the water main located in the rear or side yard.
		If there is no existing fronting or flanking water main, and the building value is greater than \$400,000, a new water main fronting or flanking the parcel is to be built by the owner and a new service connection to this main is to be made.
		Water main and service connection located within City owned paved laneway maybe exempt from the above requirements.
Temporary Service Connection	Temporary service connection is to be abandoned when there is an approved LAS petition to install a water main fronting or flanking the property	Temporary service connection is to be abandoned when there is an approved LAS petition to install a water main fronting or flanking the property.
		Temporary service connection is to be abandoned when the property is redeveloped with a building value of greater than \$400,000.00.

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

Item	Current	Proposed Amendments
		No new temporary service connection would be approved when there is already an existing temporary service connection on the same street.
Service Connection to Non-City of Surrey's Water Main	None	A new water main servicing the property needs to be installed by the owner when a property with an existing service connection to a non-City of Surrey's water main is redeveloped with a building value of greater than \$400,000.00.
Fire Service Connection Metering	All new fire service connection is to be metered	All new fire service connection is to be metered.
		When the property is redeveloped (new definition), the existing fire service connection is to be metered, if not already.
		Full amount of water consumption recorded on the fire service connection will be charged at the metered user rates.
		When there is continuous unauthorized water consumption recorded on the fire service connection, the owner is to pay for the investigation to identify the source, and for the remediation actions required.
Construction Water Use	Hydrant use permit	Only City employees are allowed to use hydrants unless authorized by the General Manager, Engineering.
		Construction water can be obtained from water fill stations or by applying for a construction water service connection or by a hydrant as authorized by the General Manager, Engineering.

CITY OF SURREY



SURREY
CITY OF PARKS

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

TABLE OF CONTENTS

	<u>PAGE</u>
PART 1 - CITATION	2
PART 2 - DEFINITIONS	2
PART 3 – GENERAL PROVISIONS	97
Applicability of By-law	97
Role of the <i>General Manager, Finance and General Manager, Engineering</i>	107
Supply of <i>Water Throughout the City</i>	107
No Obligation to Provide <i>Service</i>	107
<i>Water Supplied to Private Water Utilities</i>	108
Purpose of the <i>Water Service</i>	108
<i>City Not Liable for Failure of the Water Supply</i>	118
Pressure, Supply and Quality	119
PART 4 – ESTABLISHMENT OF <i>WATER SERVICE</i>	129
Work on the <i>Service Connection</i>	129
Interference with <i>Water Service</i>	129
Hydrant, Standpipe or Valve.....	1340
Determination of Source of <i>Water Service</i>	1340
<i>Temporary Service Connection</i>	1340
Application for Installation of <i>Service Connection</i>	1742
Statement of Use	1842
Change or Addition in the Number, Type of Fixtures	1942
PART 5 – DISCONTINUANCE OF A <i>WATER SERVICE</i>	1942
Discontinuance of <i>Water Service</i>	1942
Reconnection of <i>Service Connection</i>	2043
PART 7 – RESPONSIBILITIES OF THE PUBLIC / <i>OWNER / CONSUMER</i>	2144
Obstruction or Destruction of the <i>Water Works</i>	2144
Private Disposition or Sale of <i>Water</i>	2244
Maintenance of Private <i>Water Service</i>	2244
Right of Inspection.....	2245
Wastage of <i>Water</i>	2245
<i>Water Usage for Building Purposes</i>	2345
PART 8 – PREVENTION OF CONTAMINATION	2416
Contamination, <i>Cross Connection</i> and <i>Backflow</i> Prevention	2416
PART 9 – <i>WATERMETERS</i>	2516
<i>Water Meter Requirements</i>	2516
Installation of <i>Water Meters</i>	2516
<i>Water Meter Rates</i> and Credit.....	2617
Responsibility for Maintenance of <i>Water Meters</i>	2748
Testing of <i>Water Meters</i>	2748
Refunds on <i>Water Meter Charges</i> Due to Inaccuracy of <i>Water Meter</i>	2818

PART 10 – FIRE SERVICE.....	<u>2819</u>
<i>Fire Service</i> Connection Costs.....	<u>3019</u>
PART 11 – WATER MAIN EXTENSIONS.....	<u>3019</u>
General Conditions	<u>3019</u>
<i>Water Main Extensions</i> for Irrigation or Agriculture.....	<u>3020</u>
Application for <i>Water Main Extensions</i>	<u>3120</u>
<i>Water Main Extensions</i> Proposed for Construction By An Applicant	<u>3121</u>
Refunds	<u>3221</u>
Upsizing of <i>Water Mains</i>	<u>3221</u>
Recovery of <i>City’s</i> Costs	<u>3221</u>
General Provisions	<u>3221</u>
PART 12 – RATES, FEES AND CHARGES	<u>3322</u>
Establishing <i>Water Rates</i> , Fees and Charges	<u>3322</u>
<i>Water Service Rates</i> , Fees and Charges	<u>3423</u>
PART 13 – OFFENCES AND PENALTIES	<u>3423</u>
Offences	<u>3423</u>
Penalties	<u>3523</u>
PART 14 – EFFECTIVE DATE	<u>3524</u>
PART 15 – SEVERABILITY	<u>3524</u>
PART 16 – REPEAL	<u>3624</u>

LIST OF SCHEDULES

Schedule A: Application for Water Service Connection 25
Schedule A-1: Application for a Temporary Water Service Connection..... 26
Schedule A-2: Application for Water Service Connection to Agricultural Lands 27
Schedule B: Flat Rates for Water Services..... 28
Schedule C: User Rates for Meter Consumption..... 29
Schedule D: User Rate Categories..... 31
Schedule D-1: Special Fees..... 32
Schedule E: Connection Fees 33
Schedule F: Water Main Extensions By An Applicant Wishing to Front-End Its Costs 34

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; 19729, 12/19/2018

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~~ rates, fees and charges to defray the costs or portion of the costs of constructing additional *waterworks* and extensions thereof and fix the terms of payment against the *owners* of the *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:

"ABANDONMENT" means discontinuance of the *water service* to a *parcel* at the request of the *consumer*.

"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.~~

"APPLICANT" means an owner or authorized representative for the owner who requests the *City* to:

- (a) install new or alter existing *service connection*;
- (b) approve the use of an existing *service connection* for a new development; or
- (c) extend the *waterworks*,

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.

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

"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*.

"CROSS CONNECTION CONTROL BY-LAW" means "Surrey Waterworks Cross Connection Control By-law, 2013, No. 17988" as amended or replaced from time to time.

"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.

"DETECTOR METER BACKFLOW PREVENTER" means a *backflow preventer* assembly that is equipped with an integral meter.

~~"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.~~

"DESIGN AND CONSTRUCTION STANDARDS" means the documents referred to and incorporated into Schedule "A" of the "Surrey Subdivision and Development By-law, 1986, No. 8830" as amended or replaced from time to time, 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.~~

"FIRE SERVICE" means the supply of water to a parcel for fire fighting purposes only.

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

"FLANKING WATER MAIN" means any water main located along the full flankage of a parcel, except for the water mains described in Section 20 of this By-law.

"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.~~

"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.

"FRONTING WATER MAIN" means a water main located along the full frontage of a parcel except for the water mains described in Section 20 of this By-law.

"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.~~

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

"HIGHWAY" includes:

(a) every highway within the meaning of the *Transportation Act*, S.B.C. 2004, c. 44, as 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.

"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.

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

"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*.

"LATECOMER CHARGE" means that portion of the actual cost of an extension that the City charges each parcel of land within the benefiting lands pursuant to a latecomer agreement.

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

"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~~ as 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* is subdivided, but does not include a road or highway dedication.

"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.

"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.

"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.~~

"REAR AND SIDE YARD SERVICE CONNECTION" means a service connection that connects a parcel to the City water main where the City water main connected is not the fronting water main or flanking water main for the parcel; and there is no existing fronting water main or flanking water main for the 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 *Building By-law*, is greater than \$120,000;
- (b) building permit for constructing a new building;

- (c) subdivision;
- (d) development permit; or
- (e) rezoning.

"SECONDARY SUITE" means an additional *dwelling unit* within the structure of a *single family dwelling* or an additional *dwelling unit* located on the same *parcel* but not within the structure of a *single family dwelling*.

"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" means the connecting pipe and appurtenances between the *City water main* and the property line of the premises served and shall include the necessary *City* valves and meters. The part of the *service connection* between *City water main* and the *curb stop*, including the *curb stop*, is owned and maintained by the *City*. Anything downstream of the curb stop, with the exception of the meter, is owned and maintained by the *owner*.

"SERVICE CONNECTION (CONSTRUCTION)" or "CONSTRUCTION SERVICE CONNECTION" means the connecting pipe and appurtenances between the location of a construction project and a *City water main* which are being used temporarily for construction purposes and shall include the necessary 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.~~

"SERVICE CONNECTION (TEMPORARY)" or "TEMPORARY SERVICE CONNECTION" means a *temporary* connecting pipe between a *City water main* and the property line of premises which do not have a *fronting water main* or a *flanking water main* or any *City water main* in a *laneway*, and shall include the necessary valves and meters. Except for the *water meter*, the whole section of a *temporary service connection* from its connection point to the *City water main* is owned and maintained by the *owner*.

"SERVICING AGREEMENT" has the meaning set out in Part VI of the "Surrey Subdivision and Development By-law, 1986, No. 8830" ~~and all amendments~~ as amended or replaced from time to time.

"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" as amended or replaced from time to time.

"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, fees and charges.
4. In this By-law words importing the male gender include the female gender and either includes ~~neuter~~ the neuter gender 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". Except for distribution to *parcels* in the~~

agricultural land reserve and distribution to construction projects where permitted under this By-law, 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 "Drinking Water Conservation Plan By-law, 2004, No. 15454" as amended or replaced from time to time.

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~~Drinking Water Conservation Plan By-law, 2004, No. 15454" as amended or replaced from time to time.
- 14.1 For construction projects, the water supplied by the City is for use in the construction of the project including but not limited to machine maintenance, surface and material preparation, and its use shall conform to the requirements of Sections 49 through 49.3 of this By-law, and such must comply with the provisions set out in "Drinking Water Conservation Plan By-law, 2004, No. 15454" as amended or replaced from time to time.

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)~~thirty (30) 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 pressure fluctuation due to thermal expansion, or by reason of the *water* containing sediments, deposits, or other foreign matter.

17. Consumers depending on a continuous and uninterrupted supply of *water*, consistent water pressure 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*. A *water main* will not be considered as a *fronting water main* or a *flanking water main* under the following conditions:
 - (a) the *water main* is of size 450mm or greater; or
 - (b) the *water main* is located on the opposite side of the one of the roads identified in the *Design and Construction Standards* as requiring the *water main* to be on the same side of that road; or
 - (c) the *water main* is located in a statutory right of way, easement or any unopened *City* road allowance, including *laneway* and *walkway path*; or
 - (d) the *water main* is not part of *City's waterworks*.~~

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 is allowed to use City hydrant without written authority from the General Manager, Engineering.

~~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.~~

22.1. Any person, other than City employee, who wants to use City hydrant, standpipe or valve must obtain written approval from the General Manager, Engineering.

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. When there is no fronting water main or flanking water main to a parcel, a temporary water service connection may be approved by the General Manager, Engineering from the nearest waterworks system. The General Manager, Engineering may refuse a temporary service connection if, in the opinion of the General Manager, Engineering, such a connection would have a detrimental effect on the waterworks system. The owner 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 *temporary service connection* shall be connected. All *temporary service connections* shall be provided subject to the following conditions:
- (a) Each connection shall serve one *parcel of land* only.
- (b) Each *owner* shall pay the *connection charge* plus any applicable any *local service tax* and *latecomer charges* and the *City* will provide a connection to the main within the boundaries of the road allowance where the main is laid.
- (b.1) By signing and submitting to the *City* the form contained in Schedule "A-1" to this By-law, the *owner* acknowledges that the *service connection* is a *temporary service connection* and agrees to support and pay the *owner's* respective share of a *local service tax* or *latecomer charge* as may be applicable in the future for a *water main extension* to serve the *parcel*.
- (c) Each *owner* shall provide, construct and maintain at the *owner's* expense the *temporary service connection* from the point of connection to the *City water main*, complete to the *parcel* for which the connection is provided. Where the pipe is to be laid within any road allowance or *City right-of-way* or easement, the *owner* shall conform to the requirements of the "Highway and Traffic By-law, 1997, No. 13007" as amended or replaced from time to time. Where the pipe is to be laid through lands not owned by the *owner*, an easement to which the *City* is a party must be executed and registered in the land title office by the *owner* prior to any connection being provided by the *City*.
- (d) Deleted.
- (d.1) If the *parcel* to which the *temporary service connection* is provided is rezoned, subdivided, consolidated with another *parcel*, undergoes a renovation with a total building value, as defined in *Building By-law*, of greater than \$400,000, or if the existing *dwelling unit* is demolished, or if a larger *service connection* is requested by the *owner*, the existing *temporary service connection* will be discontinued and the *owner* must apply for a new *service connection* to connect to the existing *fronting water main* or *flanking water main* for that *parcel*. The *owner* is responsible for all the costs associated with abandoning the *temporary service connection*. If there is no existing *fronting water main* or *flanking water main* for the *parcel*, a new *water main* must be installed on that street either as a local area

service, or installed by the *applicant* or by another party as approved by the *General Manager, Engineering.*

- (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 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 road allowance which will provide service to the *parcel*;
 - (iii) If the *owner* fails to properly maintain the *temporary service connection* from the point of connection to the *City water main*, complete to the *parcel* for which the connection is provided; or
 - (iv) If the *owner* 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 is to be subsequently connected to a *water main* which has been constructed to serve the *parcel*, the *owner* shall pay:
- (i) the *actual cost* incurred by the *City* to disconnect and remove the *temporary service connection*;
 - (ii) the *connection charge* to provide the new *service connection* to the *parcel*; and
 - (iii) any *local service tax* and *latecomer charges*, as applicable.
- (g) Each *owner* shall register a restrictive covenant on title to the *parcel* in form satisfactory to the *General Manager, Engineering*, and the restrictive covenant shall include the conditions prescribed in (a) to (f) of this Section 27.
- (h) Each *owner* shall pay all costs associated with the *temporary service connection* including the *connection charge* and all other *rates, fees and charges*. 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.~~

27.1 Where there is already one (1) temporary service connection, servicing real property located on the same street as the applicant's parcel, whether or not an agreement or restrictive covenant, or both, regarding the temporary service connection is registered on title or is on file with the City, no new temporary service connection will be permitted. Instead, a new water main shall be installed on that street either as a local

area service, or installed by the applicant or by another party as approved by the General Manager, Engineering.

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.

28.1 Every application for a service connection must be accompanied by the applicable connection charge plus any local service tax and latecomer charges and all other rates, fees and charges set out in this By-law.

28.2 A parcel may be entitled to a service connection if there is an existing fronting water main or flanking water main for the entire frontage or the entire flankage of the parcel. When there is no fronting water main or flanking water main for that parcel, a new water main shall be installed for the entire frontage and flankage of the parcel as applicable, either as a local area service, or installed by the applicant or by another party as approved by the General Manager, Engineering, before a new water service connection can be granted.

~~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. A replacement service connection to an existing fronting water main or flanking water main is required when there is an application to redevelop a parcel and the existing service connection to the parcel meets one or more of the following conditions:~~

- ~~(a) the service connection is 30 years old or older; or~~
- ~~(b) the service connection is not connected to an existing fronting water main or existing flanking water main for that parcel; or~~
- ~~(c) a larger service connection is requested by the owner; or~~
- ~~(d) the service connection has a history of leaks or breaks according to the City's records.~~

~~All costs associated with the replacement service connection, as determined by the City, shall be the responsibility of the owner.~~

29.1 If a parcel, with a service connection connected to a water main that is not part of City's waterworks, is rezoned, subdivided, consolidated with another parcel, undergoes a renovation with a total building value, as defined in Building By-law, of greater than \$400,000, or if the existing dwelling unit is demolished, or if a larger service connection is requested by the owner, the existing service connection will be discontinued and the

owner must apply for a new service connection to connect to the existing fronting water main or flanking water main for that parcel. The owner is responsible for all the costs associated with abandoning the service connection. If there is no existing fronting water main or flanking water main for the parcel, a new water main must be installed on that street either as a local area service, or installed by the applicant or by another party as approved by the General Manager, Engineering.

29.2 If a parcel, with a rear or side yard service connection is rezoned, subdivided, consolidated with another parcel, undergoes a renovation with a total building value, as defined in Building By-law, of greater than \$400,000, or if the existing dwelling unit is demolished, or if a larger service connection is requested by the owner, the existing service connection will be discontinued and the owner must apply for a new service connection to connect to the existing fronting water main or flanking water main for that parcel. The owner is responsible for all the costs associated with abandoning the service connection. If there is no existing fronting water main or flanking water main for the parcel, a new water main must be installed on that street either as a local area service, or installed by the applicant or by another party as approved by the General Manager, Engineering.

29.3 Despite Section 29.2, where the renovation building value, as defined in Building By-law, is \$400,000 or less and there is no existing fronting water main or flanking water main, the existing rear or side yard service connection may be kept. If the existing rear or side yard service connection is 30 years old or older, a new rear or side yard service connection may be installed.

29.4 Despite Section 29.2, where the rear or side yard service connection is connected to an existing City water main 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 provision, the continued use of the rear or side yard service connection in any laneway is subject to the approval by the General Manager, Engineering.

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 application date) shall make an application for temporary turn off to the City and pay the fees set out in Schedule "D-1" to this By-law.
- (a.1) During the temporary turn off of water service (not greater than a twelve-month period from the application date), the consumer shall pay for:
- (i) the full amount of water as registered by the meter, if any, including the base charge according to the rate applicable to the service as set out in Schedule "C" of this By-law; or
- (ii) if the parcel is not currently metered, the full amount of flat rate charges as set out in Schedule "B" of this By-law.
- (a.2) To avoid payment of water rates during the temporary turn off of the water service to the parcel, the consumer must give notice of permanent abandonment to the City as described in Section 33(b) or install a meter on the parcel. (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.~~

~~(b) In the case of permanent abandonment, the consumer shall give the City not less than five (5) working days notice of the abandonment of the service to the parcel. The notice shall be provided together with the fee as set out in Schedule "D-1" of this By-law. 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 as set out in Schedule "B" or Schedule "C" of this By-law, whichever applied to the parcel prior to abandonment, until the notice of abandonment request is received and acted on by the City.~~

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 turn off or permanently ~~discontinue-abandon~~ 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. When any service has been discontinued from any parcel for non-payment of rates, fees or charges or violation of any of the provisions of this By-law, the City may, before reconnection is permitted to be made to the parcel, require the following payments to be made by the owner:~~

- ~~(a) all relevant fees as set out in Schedule "D-1" and/or Schedule "E" of this By-law in order to properly reinstate the service to the parcel; and~~
- ~~(b) any outstanding water rate charges for metered properties, including base charge as set out in Schedule "C" of this By-law, or any outstanding annual flat rate charge as set out in Schedule "B" of this By-law,~~

~~and the General Manager, Finance may 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 may 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.~~ Deleted.

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 bury, cover or 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.~~ No person shall bury, cover or obstruct the water shut off and/or meter to a parcel. The owner is responsible for maintaining clear access to shut off and/or meter at all times. The General Manager, Engineering may remove the obstruction and the costs associated with the removal of the obstruction and the reinstatement of the water shut off and meter shall be charged to 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. 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 any parcel other than for the person's own use and benefit within the parcel for which the service connection is provided 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~~Surrey Building By-law, 2012, No. 17850", ~~as may be replaced or amended from time to time~~ and "Surrey Plumbing By-law, 1981, No. 6569", both as may be replaced or amended from time to time. 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. The costs related to the installation of these appurtenances, including plumbing permit application, shall be the responsibility of the owner.

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. 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. A notice in writing may 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 of water. If the requirements set out in the notice are not fulfilled within seventy-two (72) hours of delivery of the notice, the water supply to the premises may be shut off, and the City may conduct any necessary works to stop the wastage of water where the actual cost of the works will be billed to the owner. In addition to the penalty provided for in this By-law, it shall be lawful for the General Manager, Engineering to require that 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. If any consumer on a metered service allows pipes, connections, fixtures, taps, meters or other fixtures used in connection with the supply of water to premises to be leaking or defective, or if any wastage of water is found to exist, notice in writing may 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 person owning or using the premises shall be guilty of a breach of this By-law, and consequently the water supply to the premises may be shut off, and the City may conduct any necessary works to stop the wastage of water, including relocating any water meter currently installed inside to the property line, and the actual cost of the works will be billed to the owner.~~

Water Usage for Building Construction 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. No contractor or other person shall use for construction purposes of any kind or description any water from any pipe or main of the waterworks, or from any other consumer, without the prior written permission of 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 the Cross Connection Control By-law.~~

- ~~49.1 A contractor or other person may use City water for construction purposes, either through a City water filling station or a construction service connection or hydrant as authorized by the General Manager, Engineering. The applicable fees set out in Schedules "D-1" and "E" of this By-law, including the charges associated with the actual water consumption, must be paid by the owner of the parcel where the construction occurs.~~
- ~~49.2 In order to use an existing service connection or to install a new service connection as part of creating a construction service connection, an application must be made to the General Manager, Engineering. Installation of a construction service connection shall include the installation of a water meter and backflow preventer. The applicable fees set out in Schedules "D-1" and "E" of this By-law, including the charges associated with the actual water consumption, must be paid by the owner of the parcel where the construction occurs.~~
- ~~49.3 A construction service connection will be abandoned by the City if that construction service connection does not form the permanent service connection to any parcel. The fee associated with abandonment of the construction service connection is to be paid by the owner of the parcel where the construction occurs when making the initial application as described in Section 49.2 of this By-law.~~

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~~

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. Water meters shall be installed on all water services where:~~
 - (a) a new service connection or upsizing of an existing service connection is made to an existing or new building or premises; or
 - (a.1) an application is made to redevelop a parcel, including where there is a proposed change in use or density on the parcel;
 - (b) the service connection is temporary; or
 - (c) a new irrigation system is installed; or
 - (d) a new swimming pool system or hot tub 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*.

57.1 When an application is made to *redevelop a parcel*, the *consumer* is required to submit *water meter sizing calculation in accordance with City's "Water Meter Design Criteria and Supplementary Specifications"* to confirm if the meter is of appropriate size. The *General Manager, Engineering* shall determine if the meter needs to be replaced, relocated, or both, to meet the sizing requirement.

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
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
a credit will not be applied if there has been a change of ownership of the *parcel* during the 12-month period; and
the credit is available to residential dwellings only; and
the credit must be requested in writing by the *consumer* within 15 months of volunteering for a meter.~~ Despite Section 58, a *consumer* who volunteers to have a meter installed by the *City* under a residential *water* metering program may receive a "voluntary metering bill 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 in the first twelve (12) months must exceed the flat *rate*; and~~
(a) the meter *rate* charges in the first twelve (12) months 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 \$100; 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 \$100; 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~~
(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 single family dwellings and duplex houses 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.~~
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 *parcel*, any expense caused to the *City* shall be charged against and collected from the *owner* of the *parcel*.
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. If the test outlined in Section 65 shows that the percentage accuracy is greater than 105%, 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*. If the test outlined in Section 65 shows that the percentage accuracy is less than 95% 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.~~ Deleted.

Leak Adjustment

70A.1 Notwithstanding the provisions of Sections 67 through Section 69 of this By-law, where a concealed leak, or a leak that cannot be reasonably detected through normal daily observation, is discovered in the water pipes, taps, fittings or appurtenances located within the *consumer's* parcel, the leak must be repaired by the *consumer* to the satisfaction of the *General Manager, Engineering* within one (1) week of discovery.

70A.2 A *consumer* may apply for an adjustment to the utility bill for the *parcel* by completing and submitting to the *City* the "Leak Adjustment Request Form" together with proof that the leak has been repaired. If the request for a leak adjustment is approved, the *City* shall provide a credit to the *consumer's* account.

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. ~~Deleted. 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. If it is found that water on any fire service is being used for other than fire fighting purposes 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. For all new construction, except single family dwelling and duplex house, where a fire service is required, a dedicated service for the sole purpose of fire fighting shall be provided by the owner with no connection to any domestic service.~~
- 75.1 ~~All new fire services must have a detector meter backflow preventer installed and tested as specified in the Cross Connection Control By-law.~~
- 75.2 ~~When an application is made to redevelop a parcel with an existing dedicated fire service water main without a detector meter backflow preventer or when a larger fire service is requested by the owner, or a replacement fire service is required in this By-law, a new detector meter backflow preventer shall be installed and tested as specified in the Cross Connection Control By-law.~~
- 75.3 ~~The full amount of any water consumption recorded by the detector meter backflow preventer on the fire service will be charged by the City to the owner at the user rates set out in Schedule "C" of this By-law.~~
- 75.4 ~~When, in the sole opinion of General Manager, Engineering, there is a continuous amount of water consumption recorded by the detector meter backflow preventer on a fire service, the owner of the parcel shall allow access for a City employee or agent to conduct inspections within and around the parcel to identify any connection between the fire service and the domestic service connections. The cost of such inspection shall be borne by the owner of the parcel.~~
- 75.5 ~~The owner shall rectify any connection between the fire service and domestic service connection by disconnecting all inter-connections. All costs associated with this requirement, including the application for plumbing permit, shall be the responsibility of the owner. Such work shall be completed within the time specified in the notice given by the City. Failure to comply may result in the termination of water supply to the parcel.~~

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~~*parcel*.

PART 11 – WATER MAIN EXTENSIONS

General Conditions

77. ~~Deleted. 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. The cost of constructing a water main extension may 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 *City's* *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~~Drinking Water Conservation Plan By-law, 2004, No. 15454" as amended or replaced from time to time. Water supply to a parcel may be shut off by the City if the water supplied to the parcel is used for non-essential, aesthetic enhancing purposes when the waterworks system does not have the capability to support such usage

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.~~ 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 single family residential zones, 250mm diameter for other residential, industrial, commercial and institutional zones, and 250mm for the town centres as defined in the *Design and Construction Standards*.

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* or approve construction of any *water main extension* by an *applicant*:
- (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; or

~~(c) if the extension may create unfavorable impact, such as *water quality impact*, to the existing *waterworks* or to the *parcel* to be served by the *water main extension*. Notwithstanding the provisions of this By-law, the *City* shall not be obligated to construct any *water main extension*:~~

~~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~~

~~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~~ *water filling station use, construction service connection application*, 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.

102.1 The user rates levied pursuant to this By-law in no way legalize the use for which the rates are being charged, which may or may not be in contravention of other City by-laws. In charging the rates, 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 provisions.

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.

108.1 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.

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

CITY CLERK

h:\clerks\by-laws\bylaw library\regulatory\byl reg 16337.doc

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 or replaced 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 or replaced 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 or replaced from time to time, 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.

initials

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

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

SURREY WATERWORKS REGULATION 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 domestic use plus less essential use, e.g., lawn irrigation, car washing

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 or replaced from time to time, including subsequent to the date of this Agreement, (the "Bylaw");
1.1 That water is supplied 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.
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;
3.1 That the water supply to the parcel may be shut off if the water is used for less essential, aesthetic enhancing purposes when the City water system does not have the capability to support such usage;
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 by the City to the Property;
6. To obtain from any purchaser, lessee, tenant or other transferee or occupier of the Property and to deliver to the City, an agreement to be bound by the terms of this Agreement. Provided that this agreement is obtained, then the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Property;
7. That the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever; and
8. That nothing in the Bylaw shall be interpreted to mean that the City gives any assurance to the Owner with respect to the quality, pressure, quantity or continuance of the supply of water.

initials

initials

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

* The witness to the signature(s) of the Owner cannot be a City employee or a person residing at the Property.

** Only the registered Owner may sign this agreement (no agents).

SURREY WATERWORKS REGULATION 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 by the City to the Property;
6. To obtain from any purchaser, lessee, tenant or other transferee or occupier of the Property and to deliver to the City, an agreement to be bound by the terms of this Agreement. Provided that this agreement is obtained, then the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Property;
7. That the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever; and
8. That nothing in the Bylaw shall be interpreted to mean that the City gives any assurance to the Owner with respect to the quality, pressure, quantity or continuance of the supply of water.

*Witness: _____
Name _____
Address _____
Occupation _____
as to all signatures _____

* 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, 2019

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: \$909.00
 - b. To each additional *dwelling unit* located within the structure of a single family *dwelling unit*:

Annual Flat Rate - if paid before April 2nd: \$356.00
 - c. To all existing *apartment houses*, and townhouses for each *dwelling unit* contained therein:

Annual Flat Rate - if paid before April 2nd: \$356.00
 - 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: \$1,818.00
 - 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: \$1,818.00
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. Annual user rate 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 user 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~~2019

1. All water meters shall be read and billed three times per calendar year on a periodic four-month basis.
- ~~2.~~ 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. User rates including penalties if left unpaid on December 31 of the year will be considered taxes payable the following year.
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 \$1.0533 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 \$0.7395 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. The leak adjustment described in Sections 70A.1 and 70A.2 of this By-law will be calculated based on the average water usage of the parcel during the preceding twelve (12) months or other available data at the City's discretion. The water consumption rate charged will be the user rates for meter consumption as stated in Schedule "C" of this By-law, including any applicable base charges and applicable sewer charges. The water consumption in excess of the average consumption over the preceding twelve (12) months will be charged at \$0.7395 per cubic meter.~~

"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. FOR USE OF CITY'S HYDRANT FOR WATER SUPPLY

~~Fee for initial application for a permit to use a City hydrant — \$180.00~~

~~Fee for further extension of the initial permit period — \$100.00~~

~~For Water usage from hydrant — \$100.00~~

~~Damage Deposit for Hydrant use — \$700.00~~ FOR USE OF CITY'S WATER FOR CONSTRUCTION PURPOSES

1.1. FOR USE OF CITY'S WATER FILLING STATION

- ~~• Registration to use water filling station — \$35.00 per card~~
- ~~• Water usage from water filling station — As set out in Schedule "C" of this By-law, Section 3(b)~~

1.2. FOR USE OF CONSTRUCTION SERVICE CONNECTION

- ~~• New service connection — As set out in Schedule "E" of this By-law, Section A~~
- ~~• Abandonment of service connection — 100% of actual cost~~
- ~~• Turn On/Off water service connection — (Treated as Temporary turn on/off of water service, item 2 below)~~
- ~~• Water usage from construction service connection — As set out in Schedule "C" of this By-law, Section 3(b)~~

1.3 FOR USE OF CITY'S HYDRANT FOR WATER SUPPLY

- Fee for initial application for a permit to use a City hydrant \$200.00
- Fee for further extension of the initial permit period \$100.00

• <u> </u> For <i>Water</i> usage from hydrant	\$150.00/ <u>day</u>
• <u> </u> Damage Deposit for Hydrant use	\$1,000.00

2.	FOR TURNING OFF AND TURNING ON OF SERVICES Permanent abandonment	100% of <i>actual cost</i>
	<i>Temporary</i> turn off / on of water service - during regular <i>City</i> working hours - outside regular <i>City</i> working hours	As set out in "Surrey Fee-Setting By-law, 2001, No. 14577" as amended <u>or</u> <u>replaced from time to time</u>
3.	FOR TESTING OF <i>WATER</i> METERS	
	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.	FOR REMOVAL OF <i>WATER</i> METER	
	For 19mm <i>water</i> meter	100% of <i>actual cost</i>
	For meter larger than 19mm	100% of <i>actual cost</i>
5.	FOR PREPAID NEW RESIDENTIAL STRATA CONSTRUCTION	
	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 *actual cost*

- B. Existing connections As set out in the "Surrey Fee-Setting By-law, 2001, No. 14577," as amended or replaced from time to time.

- C. Meter ~~49-25~~ mm diameter or smaller for single family and duplex residential construction where connection, meter box, and meter setter have been provided by developer or *consumer* \$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*. No provision of this Schedule shall be deemed to exempt any *parcel* from payment of rates fees, charges or taxes imposed by any by-law of the *City*.~~
- ~~3.4.~~ The *General Manager, Engineering* and *City Clerk* are authorized to execute the *servicing agreement*.
- ~~4.5.~~ 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 or replaced from time to time.