

NO: R009

COUNCIL DATE: January 30, 2019

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## REGULAR COUNCIL

TO: **Mayor & Council** DATE: **January 24, 2019**

FROM: **General Manager, Engineering** FILE: **3900-20 (2240)**  
**2900-20 (16610)**

SUBJECT: **Amendments to Surrey Stormwater Drainage Regulation and Charges Bylaw, 2008, No. 16610**

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## RECOMMENDATION

The Engineering Department recommends that Council:

1. Approve amendments to *Surrey Stormwater Drainage Regulation and Charges By-law, 2008, No. 16610*, 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 Stormwater Drainage Regulation and Charges By-law, 2008, No. 16610* (the “Drainage By-law”) as documented in Appendix “II” to this report.

## BACKGROUND

From time to time as a result of the on-going administration of the Drainage 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 Waterworks Regulation and Charges By-law, 2007, No. 16337*. Amendments to these By-laws are addressed in separate reports to Council.

## **DISCUSSION**

There are two policies related amendments recommended to the Drainage By-law in addition to a number of other housekeeping items. The following describes the main amendments proposed to the Drainage By-law.

### **Service Connection and Building Drain Replacement at Redevelopment**

The current Drainage By-law requires that a service connection and building drain replacement are required when a service connection application accompanies a building permit application with a construction value greater than \$100,000.00, or when a parcel is redeveloped; however, there is no definition of redevelopment in the current By-law.

The proposed amendment defines redevelopment as follows:

- (a) building permit where the combined building value, as 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 to increase the building value from \$100,000.00 to \$120,000.00.

The current By-law also requires a new service connection and building drain to be installed when a property is undergoing redevelopment, and the existing service connection is 30 years old or older. This requirement was based on the older pipe material type. Staff recognize that service connections and building drains comprised of polyvinyl chloride (“PVC”) typically have a service life that is much longer than 30 years; therefore, the By-law Amendment would allow an owner to provide a video inspection for the City to review. The City will then determine whether the PVC service connections and building drains need to be kept or replaced, regardless of age.

### **Rear or Side Yard Service Connection**

When storm sewers were first installed in older developed areas in the City, topographical constraints often resulted in sewers being installed in the rear and side yards of properties. While this allowed properties to be serviced with a gravity connection, the network of storm sewers in rear and side yards present significant Operation and Maintenance (“O&M”) challenges to the City.

Redevelopment in these areas presents an opportunity to transfer properties from the current rear and side yard servicing approach to a frontage servicing approach over time. The proposed By-law Amendments would require a property to transfer the storm service from the rear or side yard to the fronting storm sewer, where feasible, upon redevelopment of the property. Continued use of the rear or side yard service connection in a City-owned paved laneway is subject to the approval of the General Manager, Engineering.

If no fronting storm sewer exists, or a connection to the fronting sewer is not feasible due to conflicting utilities, the By-law Amendment would allow the property to reconnect to the rear or side yard service connection; however, in this case the service connection may be considered a temporary service connection and all the provisions for temporary service connections as stated in the By-law would apply. Provisions include, but are not limited to, requiring the property owner to operate, maintain, repair and replace the rear or side yard service connection between the building(s) on the property and the City storm sewer (including the portion of the service connection within the City right-of-way or easement), and registering a Restrictive Covenant (“RC”) on title that requires the owner to transfer to the fronting storm sewer once it is installed and discontinue the use of the temporary rear or side yard service connection. The City would continue to operate, maintain, repair and replace existing rear or side yard service connections that were installed and in service prior to this By-law Amendment.

### **Housekeeping Amendments**

Other minor housekeeping amendments have been proposed to 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 to the Engineering Drainage Operations Section, Building Division, Development Services Section, and Finance Department. Feedback received has been incorporated.

### **LEGAL SERVICES AND FINANCE DEPARTMENT REVIEW**

The Legal Services Department and the Finance Department have reviewed the proposed By-law Amendments and have 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, these amendments support the following Desired Outcomes (“DO”):

- All Infrastructure DO<sub>1</sub>: City facilities and infrastructure systems are well managed, adaptable and long lasting, and are effectively integrated into regional systems;
- All Infrastructure DO<sub>2</sub>: Infrastructure systems provide safe, reliable and affordable services; and
- All Infrastructure DO<sub>3</sub>: Infrastructure systems are designed to protect human health, preserve environmental integrity, and be adaptable to climate change impacts.

## CONCLUSION

Based on the above discussion, it is recommended that Council:

- Approve amendments to *Surrey Stormwater Drainage Regulation and Charges By-law, 2008, No. 16610*, as documented in Appendix “I” of this report; and
- Authorize the City Clerk to bring forward the necessary Amendment By-law for the required readings.

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

JA/AT/ggg/jma/cc

Appendix “I”: Stormwater Drainage Regulation and Charges By-law, 2008, No. 16610,  
Summary of Amendments

Appendix “II”: Stormwater Drainage Regulation and Charges By-law, 2008, No. 16610,  
Amendment By-law

STORMWATER DRAINAGE REGULATION AND CHARGES BY-LAW, 2008, NO. 16610, SUMMARY OF AMENDMENTS

Item	Current	Proposed Amendments
"Redevelop" definition	None	New definition to include: <ul style="list-style-type: none"> <li>- building permit where the combined building value is greater than \$120,000;</li> <li>- construction of a new building;</li> <li>- subdivision;</li> <li>- development permit; or</li> <li>- rezoning</li> </ul>
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, and <ul style="list-style-type: none"> <li>- the service is 30 years or older, or</li> <li>- the service is less than 30 years old and the video inspection result shows excessive damage on the service</li> <li>- the service is made of asbestos cement or clay</li> <li>- the service is part of a shared service connection or building drain</li> </ul>	Rear or side yard service connection is to be abandoned when the parcel is redeveloped (new definition), and <ul style="list-style-type: none"> <li>- the service is 30 years or older and material is not PVC, or</li> <li>- the service is less than 30 years old and the video inspection result shows excessive damage on the service, or</li> <li>- the service material is PVC, and the video inspection result shows excessive damage on the service, or</li> <li>- the service is made of asbestos cement or clay, or</li> <li>- the service is part of a shared service connection or building drain</li> </ul>
		The replacement of rear or side yard service connection is to be made to an existing storm sewer fronting the parcel.
		If there is no existing fronting sewer system or connection to the fronting sewer is not feasible, this service connection may be reconnected to the sewer in the rear or side yard, but it will be considered a temporary service connection with all related provisions applied.
		Storm sewer and service connection located within City owned paved laneway maybe exempt from the requirements.

# CITY OF SURREY



## Surrey Stormwater Drainage Regulation and Charges

By-law, 2008, No. 16610

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

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

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

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

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

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

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

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

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

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

**PART 1 - CITATION**

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

## **PART 2 - DEFINITIONS**

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

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

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

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

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

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

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

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

~~*Building By-law* means the *Surrey Building By-law, 1987, No. 9011, as may be amended from time to time*.~~ *Building By-law* means the "*Surrey Building By-law, 2012, No.17850*", as amended or replaced from time to time.

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

*Building Inspector* means the General Manager, Planning and Development for the *City*, or his or her ~~designate~~ duly appointed representatives and assistants.

*City* means the *City* of Surrey.

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

*Connection Charge* means the amount due and owing to the *City* for the installation and construction of a *service connection* as set out in Schedule “D” of this By-law, ~~including any latecomer charges or local service tax~~.

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

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

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

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

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

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

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

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

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

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

*Frontage* means the boundary of the *real-propertyparcel* abutting a *City* road right-of-way. Where the *real-propertyparcel* 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.*

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

*General Manager, Finance* means the General Manager, Finance ~~& Technology~~ Department for the *City* and his or her duly appointed representatives and assistants.

*Groundwater* means water below the surface of the ground, as defined in Section 1 of the Water Act, ~~R.S.B.C., 1996, c.483,~~ as may be amended or replaced from time to time.

"HIGHWAY" includes:

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

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

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

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

*Latecomer* means the *Owner* of the ~~real property~~ parcel within the *benefiting lands* and who has not initially participated in the costs of the *extension*.

*Latecomer Agreement* means a written agreement in the form prescribed by the *General Manager, Engineering*, under which the *City* agrees to impose a charge on ~~subsequent owners whose real property is the~~ benefiting lands and for which there is a *front-ender*.

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

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

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

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

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

*Owner* means ~~a person registered in the records of the Land Title Office as the fee simple owner of a parcel including~~ an owner of a parcel of real property including:

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

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

~~Person includes an individual, association, corporation, firm, body politic, co-partnership, or similar organization, and their heirs, executors, successors and assigns or other legal representatives, whether acting alone or by a servant, agent or employee.~~ Person shall mean and include the Owner, natural persons of either sex, associations, corporations, bodies politic, co-partnerships whether acting by themselves or by a servant, agent or employee and the heirs, executors, administrators and assigns or other legal representatives of such person to whom the context can apply according to law.

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

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

*Professional Engineer* means a *person* who is registered or licensed and in good standing as a Professional Engineer in the province of British Columbia under the *Engineers and*

*Geoscientists Act*, R.S.B.C. 1996, c.116, as may be amended or replaced from time to time.

*Property* or *real property* means land, with or without improvements so affixed to the land as to make them in fact and in law a part of it.

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

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

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

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

~~*industrial waste;*~~

~~*sanitary waste exclusive of industrial wastes; and*~~

~~*the discharge of water from a swimming pool and/or hot tub.*~~

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



~~*Sanitary Waste* means waste from sanitary conveniences on residential and non-residential property.~~ *Sanitary Waste* shall have the meaning assigned in the Greater Vancouver Sewerage and Drainage District, Sewer Use By-law No. 299, 2007, as amended or replaced from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **PART 3 - GENERAL PROVISIONS**

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

#### **PART 4 – FLOODPLAIN PROTECTION**

6. The deposit of soil on any *property* must comply with the ~~Surrey Soil Removal and Depositing Regulation By-law, 1979, No. 5880~~Surrey Conservation and Protection By-law, 2007, No.16389, as may be amended or replaced from time to time.
  
7. Fill placement or movement of soils for any purpose on a *property* shall not in any way interfere with the established above or below ground drainage patterns so as to cause flooding unless authorized in writing by the *General Manager, Engineering*. This provision applies to the deposit of soil ~~and~~/or other material, the re-grade of on-site soil whether native or previously imported, and the construction of ring-dykes.
  
8. In the event that the *stormwater* from a *parcel* within the *floodplain* cannot be drained to the *stormwater drainage system* by gravity continuously, the *owner* of the *parcel* may be granted a temporarily pumped *service connection* at the discretion of the *General Manager, Engineering* provided the pump discharge in the receiving *stormwater drainage system* does not cause flooding to other properties or interfere with established drainage patterns, and as a condition of the service the *owner* agrees:
  - (a) to register a restrictive covenant on title to the *parcel* in a form acceptable to the City stipulating that no pumped *service connection* will be allowed unless it meets the terms and conditions of this By-law, The *Building By-law*, The *Plumbing By-law* and/or any other applicable by-law;
  - (b) to pump the *stormwater* by means of a *stormwater* pump unit designed by a *professional engineer* and located on ~~their real property~~ the owner's parcel;
  - (c) that the *service connection* will operate by gravity from the *property* line to the *City stormwater drainage system*, and to install the *stormwater* pump unit and the associated forcemain (if required) in accordance with the engineered design, and to operate and maintain them, all at the *owner's* expense.

#### **PART 5 – ON-SITE STORMWATER MANAGEMENT REQUIREMENTS**

9. Newly created *parcels* shall be constructed with *on-site stormwater management facilities* when these are prescribed through Council approved neighbourhood plans, master drainage plans, integrated stormwater management plans or as required in a *Servicing Agreement* or specific *service connection*.

10. The *owner of real property* where an *on-site stormwater management facility* has been installed must ensure that the facility is accessible and is maintained in good condition and functioning as designed at all times.
11. For properties with commercial and industrial uses as detailed in Section 51, proof of maintenance or operation reports for *on-site stormwater management facilities* shall be submitted to the *City* for approval prior to the renewal or issuance of a business license.

## **PART 6 – STORMWATER DRAINAGE EXTENSIONS**

### **General Conditions**

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

### **City Funded Extensions**

16. ~~*Stormwater drainage extensions for which the City pays either wholly or partially, may only proceed provided such costs are:*~~ *Stormwater drainage extensions for which the City bears any portion of the cost, shall only proceed provided such costs are:*

- (a) recoverable in whole or in part from each of the existing as well as future *parcels* of land that will be served by the *extension*;
- (b) within the limit of the funds so allocated for such purposes within the current annual budget of the *City*; and
- (c) not excessive as determined by *Council*.

### **Application for Stormwater Drainage Extensions**

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

- grades as well as other specifications that the *General Manager, Engineering* determines; and
- (b) to satisfy the conditions listed in Schedule “A” of this By-law.

21. An *applicant* wishing to construct an *extension* at the *applicant’s* own expense must:
- (a) enter into an agreement with the *City* containing conditions listed in Schedule “A” to this By-law; and
- (b) pay to the *City* all fees in accordance with Schedule “A” to this By-law.

### Upsizing

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

### Recovery of City's Costs

23. ~~Where the *City* has incurred capital costs for an *extension*, owners of *parcels* directly benefiting from the installation of the *extension* must pay the specified charge prescribed under the relevant by law or agreement.~~ Where the *City* has incurred capital costs for an *extension*, the owner of the benefiting land shall pay the local service tax or latecomer charge prescribed under the relevant by-law or agreement.
24. The ~~specified charge~~local service tax must:
- (a) be based either on the number of *service connections* which could be made within the *extension* or on the *actual cost* of unit length of storm *drain* or *ditch* installation chargeable to the *parcel* that would abut the storm *drain* or *ditch* installation and benefit;
- (b) include the *Connection charge* where the *service connection* has already been installed during installation and construction of the *extension*;

- (c) be reduced by the amount of the *Connection charge* where the *owner* of the *parcel* pays the *actual cost* of an additional *service connection* or for a *service connection* larger than 100 mm diameter for other than a single family dwelling unit;
  - (d) include an annual financing charge calculated at the rate established within the relevant local area service by-law or under a supplementary by-law, whichever is applicable; and
  - (e) meet all the terms and conditions stipulated within the relevant local area service by-law or within a supplementary by-law.
25. No provision of this By-law limits or restricts in any way *Council* from exercising full jurisdiction and control over the operation of the *stormwater drainage system*, and the fact that any *extension* may have been installed and constructed without cost to the *City* will not in any way exempt the person receiving service thereby from any regulations, rates, order or by-law of the *City*, nor shall the payment of part or all of the installation and construction costs by any *applicant* for ~~a service connection~~ an extension be construed as a guarantee by the *City* with respect to continuity or adequacy of service.

## **PART 7 – SERVICE CONNECTIONS**

### **Eligibility for Service Connection**

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

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

### **Application Process for a Service Connection**

32. An application for a *service connection* must be made in writing to the *General Manager, Engineering* by the *applicant* in the form prescribed in Schedule "B" of this By-law.
33. Every application for a *service connection* must be accompanied by the applicable *Connection Charge* as prescribed in Schedule "D" of this By-law.
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34. The *General Manager, Engineering* will direct that the installation and construction of a *service connection* be commenced within ninety (90) days of approval of the application, provided that a gravity connection is practicable.
35. If a *service connection*, temporary or permanent, is not practicable the *General Manager, Engineering* will notify the *applicant* within sixty (60) days and the *City* will refund any charges paid by the *applicant*.
36. ~~When there is an application to *redevelop a parcel*, the following shall apply to the *service connection* and the *building drain*: When an application for a *service connection* accompanies a building permit with the construction value greater than \$100,000 or where a *parcel* is being redeveloped, the following shall apply to the *service connection* and the *building drain*.~~
- (a) ~~If the *service connection* or *building drain* is less than 30 years old, the *owner* must provide a video inspection for the *City* to review. The *owner* shall repair or replace the *service connection* if the *City* determines that it contains defects or deficiencies, including excessive damage, is not in adequate condition for service, or does not meet the *City's Design and Construction Standards*; if the *service connection* or *building drain* is less than 30 years old, the *owner* must provide a video inspection for the *City* to review. The *owner* shall repair or replace the connection if the connection has excessive damage as determined by the *General Manager, Engineering*;~~
- (b) ~~If the *service connection* or *building drain* is 30 years old or older and is made of materials other than PVC, a replacement or new *service connection* is required; if the *service connection* or *building drain* is 30 years old or older a replacement or new service is required;~~
- (b.1) ~~If the *service connection* is 30 years old or older and is made of PVC, the *owner* must provide a video inspection and recommendation for the *City* to review. The *owner* shall repair or replace the *service connection* if the *City* determines that it contains defects or deficiencies, including excessive damage, is not in adequate condition for service, or does not meet the *City's Design and Construction Standards*;~~
- (c) ~~Despite Sections 36(a), (b) and (b.1), all no-corrode, asbestos cement or clay service pipes of any age or condition shall be replaced with PVC or an alternative material approved by the *City*; all no-corrode, asbestos cement or clay service pipes of any age or condition shall be replaced;~~

- (d) Any shared service connection or building drain shall be replaced with separate service connections or building drains, or both, complete with inspection chambers, for each connection; any shared service connection or building drain shall be replaced; and
- (e) ~~all~~ All costs associated with the above are the responsibility of the *owner*.

~~The General Manager, Engineering may exempt any of the requirements of this section if the General Manager, Engineering deems the cost of the replacement excessive.~~

36.1 The General Manager, Engineering may waive any of the requirements of Section 36 of this By-law if the General Manager, Engineering deems the cost of the replacement excessive.

### **Payment of *Connection Charges* by Installments**

37. An *owner*, at the time of applying for a *service connection*, may elect to pay the *connection charge* amortized at the annual rate of interest as determined by the *City*, payable in five (5) equal annual installments, with the first installment becoming payable upon the *parcel* being connected to the *stormwater drainage system*. For the purpose of this section, an annual installment shall be a percentage of the *connection charge* set out in Schedule "D" of this By-law.
38. In all cases where a *service connection* becomes payable by installments pursuant to Section 37 above, the *General Manager, Engineering* must file with the *Collector* a certificate signed by the *General Manager, Engineering*, setting forth the *parcel* and particulars of the *connection charge* payable and the annual installments thereof.
39. Upon receipt of a certificate from the *General Manager, Engineering* the *Collector* must enter the installments on the tax roll of the *City* in accordance with the certificate and this By-law.
40. All installments of *connection charges* placed on the assessment roll pursuant to Section 38 and remaining unpaid after the 31st day of December in any year will be deemed to be taxes in arrears in respect of the *parcels* of land served by the *service connections* and will be recoverable by the *City* as such.
41. Payment by installments will not be allowed if application for a *service connection* is made in relation to the construction of a building or other structure on vacant land. In such case, payment of the *connection charges* must be made in full at the time of application for a building permit.

42. Nothing contained in this By-law is deemed or held to exempt any *owner* or occupier of any land or premises from liability for payment of rates and charges imposed and levied for the repayment of the costs of constructing *storm sewers* and their maintenance and operation, or from liability for payment of *connection charges* enumerated in Schedule “D”, and for maintenance and operations of the *stormwater drainage system*.

### **Service Connection Location**

43. Where practical the *service connection* will be located where requested by the *applicant*. In the event the *applicant’s* preferred location is not practicable due to the existence of installed or proposed surface improvements or is in conflict with installed underground utilities or impractical owing to topographic or vegetative features, the *General Manager, Engineering* will designate the location of the *service connection* to each *parcel* of land or premises.

43.1 If any parts of the *service connection* is damaged or destroyed by the *owner* or the *owner's* tenants, guests or invitees, the *owner* is responsible for any costs to repair the *service connection* or any parts of it following the *City’s Design and Construction Standard*.

### **Pre-Servicing with a Service Connection**

- ~~44. Deleted. Where street surface improvements are scheduled for installation by the *City* during a current budget year or where the *General Manager, Engineering* deems it prudent and cost-effective to install a *service connection* to any *parcel*, the *General Manager, Engineering* may order a *service connection* to be installed regardless of whether or not any improvement is constructed on the *parcel* and the cost of the *service connection* will be recovered in accordance with the conditions set out within this By-law.~~

### **Rear or Side Yard Service Connections**

44.1 Every *owner* of a *parcel* that installs a new or replacement *rear or side yard service connection* is responsible for the operation, maintenance, repair and replacement of the *rear or side yard service connection* from the building on the *parcel* to the point where it connects to the *storm sewer*, provided the *rear or side yard service connection* is permitted by the *General Manager, Engineering*. The *owner* must obtain a *City* road and right-of way permit, a plumbing permit, and comply with all requirements of the "Highway and Traffic By-law, 1997, No. 13007", as may be amended or replaced from time to time, for off-site works on the *City’s* road or lane allowance, right-of-way, or

easement. The owner shall register a restrictive covenant on the title to the parcel in a form satisfactory to the City setting out the limit of City responsibility and the owner's maintenance requirements.

44.2 Where rear or side yard service connections exist, a replacement with the new service connection to the parcel frontage will be required when there is an application to redevelop a parcel if a fronting storm drainage system exists. If there is no existing fronting storm drainage system, at the discretion of the General Manager, Engineering, the replacement of the service connection may be made to any other existing storm drainage system, and it may be considered a temporary service connection, and the provisions of Sections 46 to 48 of this By-law shall apply to the parcel, the owner and the service connection.

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

44.4 Sections 44.1, 44.2, 44.3 and 52.1 of this By-law apply to rear or side yard connections installed after the date of final adoption of "Surrey Stormwater Drainage Regulation and Charges By-law, 2008, No. 16610, Amendment Bylaw, 2018, No. xxx".

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### **Additional Service Connections**

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

### **Temporary Service Connection**

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

- (a) The quality and quantity of *stormwater* runoff generated on the *parcel* and its rate of discharge must not detrimentally affect the downstream *stormwater drainage system*.
- (b) Such a *temporary service connection* will serve only one *parcel* for which the *temporary service connection* is granted.
- (c) The *applicant* must pay the *actual cost* with respect to the design, installation, and inspection of all of the works necessary to effect a connection to the *stormwater drainage system* at the location determined by the *General Manager, Engineering*.
- (d) By accepting a *temporary service connection* the *applicant* acknowledges the commitment to support and pay the *applicant's* respective share for a local area service *storm sewer* installation or *latecomer charge* as may be applicable in the future to serve the *parcel*.
- (e) The *applicant* agrees to connect the premises for which the *temporary service connection* is provided by installing all necessary works, including any off-site works within the *City's* road or lane allowance or right-of-way or easement. The *applicant* must obtain a *City* road and right-of-way permit and a plumbing permit and must comply with all requirements of the "Highway and Traffic By-law, 1997, No. 13007", as may be amended or replaced from time to time, for off-site works on the *City's* road or a lane allowance or right-of-way or easement. Where a *building drain* is permitted by the *General Manager, Engineering* to be installed through lands not owned by the *applicant*, an easement to which the *City* is a party must be executed and registered in the land title office before any *temporary service connection* is permitted by the *City*.
- (f) The *applicant* agrees to remain responsible for all maintenance and upkeep of the works from the point where the works connect to the *City's stormwater drainage system* to the building or structure for which *temporary service connection* is provided, including all off-site works on the *City's* road or lane allowance or right-of-way or easement, ~~and~~/or on lands not owned by the *applicant*.
- (g) The *temporary service connection* is acknowledged to be for a temporary duration and the *City* may discontinue service in any of the following circumstances:
  - (i) an application is made by another person for an *extension* along the street or road allowance upon which the *parcel* served by a temporary service connection fronts;
  - (ii) the *City* or others decide to proceed with the construction of a *storm sewer* on the street, lane or road allowance upon which the parcel has *frontage* or *flankage*;
  - (iii) if the *building drain* ~~and~~/or *service connection* is improperly maintained;

- (iv) if *stormwater* runoff generated on properties other than the *parcel* allowed the *temporary service connection* is being discharged through the *temporary service connection*; or
  - (v) if the *owner* of the *parcel* with the *temporary service connection* contravenes any of the provisions of this By-law.
47. Where a *temporary service connection* is discontinued, the *owner* of the *parcel* must pay:
- (a) the costs incurred by the *City* to disconnect and remove the *temporary service connection*;
  - (b) the *connection charge* with respect to the new *storm sewer* main; and
  - (c) any *local service taxes* and *latecomer charges* applicable.
48. Every *owner* of a *parcel* to be granted a *temporary service connection* must register a restrictive covenant on title stipulating that the *temporary service connection* is governed by the terms of this By-law.

### **Building Drains**

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

## Failure of Service

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

52.1 Where the *parcel* is serviced by a *rear or side yard service connection*, the *owner* is responsible for failures in both the *building drain* and the *rear yard or side yard service connection*. Where a failure of the *building drain* or the *rear or side yard service connection* is proved to be caused by flow obstructions in the *City's storm sewer*, the *owner* shall notify the *City*, and the *City* shall, as soon as reasonably possible, arrange to have the *storm sewer* restored to serviceable condition.

53. Where there is no inspection chamber installed on the *service connection* at the *property line*, or the inspection chamber is not visible, has been buried, covered, or obstructed, the *owner* is responsible to determine the location of the blockage. The *owner* shall hire a certified plumber to go through an access point on the private side to locate and mark the blockage, using a video camera with a locator. The *City's* supervisor shall be on site to witness the location work. If assistance is provided to the *owner* to locate and expose the *service connection* or inspection chamber, *actual cost* of the work shall be the responsibility of the *owner*. The cost and effort required to remove and replace material, structures, and improvements covering or obstructing the inspection chamber and the reinstatement of the area to its previous state shall be the responsibility of the *owner*. An inspection chamber must be installed at the *property line* as part of the restoration works at the *City's* cost. ~~Where there is not an inspection chamber installed on the *service connection* at the *property line*, the *owner* of the served *property* shall expose the service at the *property line* for inspection by the *City*. Should the blockage be in the *building drain* on the private property side of the *service connection*, then the *owner* shall be responsible for all costs to remove the blockage, repair the service and reinstate the area to its previous state. Where the blockage is found to be located in the *service connection* within the road right of way, the *City* will, at its cost, remove the blockage, repair the *service connection*, reinstate the area to its previous state, and reimburse to the *owner* reasonable direct costs necessary to initially expose the *service connection*. An inspection chamber is to be installed at the *property line* at the *owner's* expense as part of the restoration works.~~

54. Alternatively, where any stoppage is found to exist in the *building drain* within the *property* ~~and~~/or where any stoppage or other failure in the *building drain* or *service connection* is found to have been caused by the act or neglect of the *owner* or occupier of the *property*, all costs incurred by the *City* in restoring the service and unstopping the *building drain* ~~and~~/or *service connection* shall be paid by the *owner* upon demand and if unpaid on the due date shall be deemed to be taxes in arrears on the *real property* concerned and will be recoverable by the *City* as such.

### **Discontinuation and Re-instatement of Service**

55. In the event that a building or structure is removed from its site, or is destroyed or is damaged to the extent that it can no longer be put to any legally permitted use, the *owner* shall, at the *owner's* expense, effectively cap the downstream side of the *building drain*, a minimum of 2 m or the depth of the inspection chamber from the property line, for the interim period during which the *service connection* is not in use.
56. If the intention is to not ever use the *service connection*, the *owner* shall notify the *City* in writing of that intention. Upon receipt of written approval from the *City*, the *owner* shall, at the *owner's* expense, effectively have the inspection chamber removed, and the *service connection* capped and grouted internally at the main and the connection interface location, or by an alternate method approved by the *City*.~~If the intention is to not ever use the *service connection*, the *owner* shall at the *owner's* expense, effectively have the inspection chamber removed, and the *service connection* capped and grouted.~~
57. The *General Manager, Engineering* may authorize that a *service connection* be unstopped or reconnected if:
- (a) the *owner* of the *real property* applies in writing to the *General Manager, Engineering*;
  - (b) a new building or structure is constructed or located on the same *parcel* where a *service connection* was previously provided;
  - (c) the existing *building drain* and *service connection* are of sufficient capacity and grade to serve the new building or structure by gravity flow;
  - (d) the conditions set out in Section 36 above are met;
  - (e) the *connection charge* set out in Schedule "D" has been paid in full; and
  - (f) the pro-rated *user charge* for the remaining whole months of the year has been paid in full.



## **PART 8 – STORMWATER DRAINAGE SYSTEM PROTECTION**

### **Prohibited Waste and Hazardous Waste**

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

### **Restricted Waste and Cooling Waste**

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

### **Specific Prohibitions**

60. An *owner* or *person* must not suffer or permit any water to be discharged directly or indirectly from any *real property* that does not continuously and at all times meet or exceed the requirements of this By-law.

61. No *person* shall foul, obstruct or impede the flow of any *stream*, creek, waterway, watercourse, *ditch*, storm sewer, or drain, whether or not the same are situated on private *property*.
62. No *person* shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, mar or tamper with any component of the *stormwater drainage system*.
63. No *person* shall connect any roof drains, tile or conduit collecting surface drainage or rainwater runoff in any way to the *sanitary sewerage system*, or permit any *stormwater* or surface water to be drained into the *sanitary sewerage system*.
64. No *person* may uncover, connect or attempt to connect or be allowed to be connected or be allowed to remain connected to a *service connection* or to the *stormwater drainage system*, any *parcel* or premises otherwise than in accordance with this By-law.
65. Any *person* who connects to a *service connection* or to the *stormwater drainage system* without first making appropriate application to and obtaining written approval from the *General Manager, Engineering* or without paying the applicable charges, or commences the use of the service prior to having been granted formal occupancy permit for the use of the premises, is in contravention of this By-law and in addition to any penalty that may be applicable, the *service connection* at the time of the discovery may be disconnected and the service pipe stopped up or closed. The *General Manager, Engineering* may set down conditions and requirements which the *owner* must fulfill before the service can be reinstated.
66. No *person* shall bury, cover or obstruct, at any time, or in any manner, the access to any manhole, *ditch*, watercourse, inspection chamber, or other fixture connected with the *stormwater drainage system*, by placing thereon or in the vicinity thereof, any fencing or other impediments, garbage, landscaping, lumber, timber, wood, brick, stone, gravel, sand or other materials or things and the *General Manager, Engineering* or any other employee or agent of the *City* may order the removal of the obstruction and the expense of such removal will be charged to and paid by the person so offending in addition to any other penalty or fees imposed by this By-law.
67. No person being an *owner*, occupant, tenant, or inmate of *real property* serviced by the *stormwater drainage system* will accept or admit-emit any *stormwater* or other material or substances, or permit them to be brought in or discharged from properties, places or

persons other than the *stormwater* generated within the *property* to which the service is provided.

68. Except as provided under Sections 20 and 46, no work of any kind connected with the *stormwater drainage system*, either for the installing of new, or repairing of old pipes, or modifying *ditches* and other watercourses is permitted to be done by any *person* other than an employee or agent of the *City*.
69. The *General Manager, Engineering* may expressly appoint an *applicant* as an **agent agent** of the *City* to carry out the installation and construction of a *service connection* subject to the *applicant* agreeing to install and construct the *service connection* in accordance with the specifications respecting size, depth, grades as well as other specifications and conditions that the *General Manager, Engineering* stipulates.

### **Inspection and Monitoring**

70. ~~Every owner of real property and every occupier of premises to which a service connection has been provided must allow, suffer and permit, the General Manager, Engineering to enter into or upon the real property and premises for the purpose of inspecting the premises including building drain, inspection chamber, fixtures and any other apparatus used with the service connection or plumbing system, as well as to observe, measure, sample and test the quantity and nature of water being discharged into the stormwater drainage system, and to ascertain whether the terms of this By-law are being upheld.~~ Every owner of real property and every occupier of premises to which a service connection has been provided must allow, suffer and permit, the General Manager, Engineering and all associated inspection equipment to enter into or upon the real property and premises for the purpose of inspecting the premises including building drain, inspection chamber, fixtures and any other apparatus used with the service connection or plumbing system, as well as to observe, measure, sample and test the quantity and nature of water being discharged into the stormwater drainage system, and to ascertain compliance with the terms of this By-law.
71. The *owner of real property* where an *on-site stormwater management facility* has been installed must ensure that the facility is accessible and is maintained in good condition and functioning as designed at all times.
72. The *General Manager, Engineering* may require that a *person* who is discharging any material or substance into the *stormwater drainage system* undertake at the *owner's* expense measuring, sampling and analysis of the material or substance discharged.

73. All measuring, sampling and analysis required by the *General Manager, Engineering* must be in accordance with methods and procedures specified in *Standard Methods*, unless otherwise authorized by the *General Manager, Engineering*.
74. Samples which have been collected as the result of a requirement of the *General Manager, Engineering* by *City* forces or qualified independent agencies, must be analyzed by a qualified, independent agency, unless other prior arrangements have been authorized in writing by the *General Manager, Engineering*.
75. If there is no inspection chamber for the *real property*, the point of discharge into the *stormwater drainage system* for the purposes of enforcing this By-law will be designated by the *General Manager, Engineering* as that location where access to the discharge for the purpose of measuring, observing or sampling is possible.
76. No *person* other than authorized person from the *City* shall remove or tamper with the *stormwater drainage system*.

#### **Accidental Discharge / Spill Reporting**

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

### **Construction Work**

81. An *owner* or other *person* undertaking any construction work must not place, store, transport or dispose of any prohibited material in such a manner, so as to permit the likely escape of the materials, or any part of it, into the *stormwater drainage system*.
82. An *owner* or other *person* undertaking any construction must comply with the Surrey Erosion and Sediment Control By-law, 2006, No. 16138 as amended or replaced from time to time.
83. A *person* must not suffer or permit the discharge or washing of cement or concrete during the construction of exposed aggregate driveways, patios, walls, other surfaces, or from concrete vehicles or concrete equipment, to the *stormwater drainage system* or any part of it as specified in Section 58 above.
84. An *owner* or other *person* must not suffer or permit any water to be discharged directly or indirectly from any *real property* that does not continuously and at all times meet or exceed the requirements of this By-law.

### **PART 9 – USER CHARGES**

85. The *connection charges* enumerated in Schedule “D” of this By-law are hereby imposed and levied by the *City* to every *owner of property* which is provided a new drainage *service connection*.
86. The charges enumerated in the Surrey Drainage Parcel Tax By-law, 2001, No. 14593 as amended or replaced from time to time are hereby imposed and levied by the *City* to every *owner of real property* which is directly or indirectly served by the *City’s stormwater drainage system*. Every *owner of real property* which is directly or indirectly served by the *City’s stormwater drainage system* must pay an appropriate *drainage parcel tax*.

87. Each *parcel* of land or *property* to which a *service connection* has been made shall be classified by the *Collector* in accordance with the categories set out in the Surrey Drainage Parcel Tax By-law, 2001, No. 14593 as amended or replaced from time to time. Any *parcel* of land which contains more than one of the categories enumerated in the Surrey Drainage Parcel Tax By-law, 2001, No. 14593 shall be classified in respect to each such category contained within the said *parcel*.
88. The *drainage parcel tax* levied on a *parcel* in no way legalizes the use for which it is being charged, which may or may not be in contravention of other *City* by-laws. In charging the *drainage parcel tax*, no determination of compliance with other *City* by-laws has been made and should the use of land and premises contravene any of the by-laws now or in the future, the *City* reserves the right to enforce those by-laws in accordance with their conditions.

### **Timing of Payment**

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

### **Failure to Pay User Charges**

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

## **PART 10 – OFFENCES AND PENALTIES**

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

94. Any *person* who contravenes any provision of this By-law is liable to the *City* for and must indemnify the *City* from all costs, expenses, damages and injuries resulting from the contravention. This does not in any way limit any other provision or any other remedy the *City* may have under this By-law or otherwise at law.
95. Any *person* who violates any of the provisions of this By-law, or who suffers or permits any act or thing to be done in contravention of this By-law, or who refuses, omits or neglects to fulfill, observe, carry out, or perform any duty or obligation imposed by this By-law is liable, on summary conviction, to a fine of not less than the sum of One Hundred Dollars (\$100.00), but not exceeding the sum of Ten Thousand Dollars (\$10,000.00).
96. Where there is an offence that continues for more than one (1) day, separate fines may be issued for each day or part thereof in respect of which the offence occurs or continues.
97. The *City* may enforce compliance with the stipulations within this By-law or non-payment of fines by shutting off the provision of *stormwater* drainage services being supplied to the user or discontinuing the service thereof. This may be done without notice on an emergency basis if deemed necessary by the *General Manager, Engineering*.
- 97.1 Any charges pursuant to this By-law placed on the assessment roll of a *parcel* and remaining unpaid after December 31 in any year shall be deemed to be taxes in arrears in respect of the *parcel* and will be recoverable by the *City* as such.
98. Nothing in this By-law limits the *City* from utilizing any other remedy that is otherwise available to the *City* at law.
- 98.1 If any *person* fails to carry out the work required by any provision of this By-law, the *City* may enter the *parcel* to undertake the required work and bill the *owner* for the *actual cost* incurred by the *City* in carrying out the work. The costs shall be paid by the *owner* upon demand, and if remaining unpaid after the 31<sup>st</sup> day of December of the year in which the work is done, shall be deemed to be taxes in arrears on the *parcel* and will be dealt with in the same manner as *City* taxes.

## **PART 11 – EFFECTIVE DATE**

99. This By-law shall come into effect on the 30<sup>th</sup> day of March, 2009.
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**PART 12 – SEVERABILITY**

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

**PART 13 – REPEAL**

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

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

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

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

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

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

\_\_\_\_\_ Mayor

\_\_\_\_\_ Clerk



**SCHEDULE “A”**  
**By-law No. 16610, 2008**

**STORMWATER DRAINAGE EXTENSION BY AN APPLICANT WISHING TO FRONT-END THE COSTS**  
**CONDITIONS UNDER WHICH THE GENERAL MANAGER, ENGINEERING**  
**MAY CONSENT TO A STORMWATER DRAINAGE EXTENSION TO BE UNDERTAKEN BY AN APPLICANT WISHING TO FRONT-END THE COSTS**

1. Where an *applicant* wishes to front-end the costs to provide a *Stormwater Drainage Extension* (hereinafter called “Works”), this Schedule shall apply.

~~2.—The *applicant* shall execute a *Servicing Agreement* with the *City*, indicating the description and the location of the *stormwater drainage extension*, and agreeing to the terms and conditions in the *Servicing Agreement*. Where (1) applies, the *applicant* shall execute a *Servicing Agreement* with the *City*, indicating the description and the location of the *stormwater drainage extension*, and agreeing in general to the following:~~

~~3.—~~

~~To engage, at the *applicant's* expense, a *professional engineer* to design the Works, prepare and seal the design drawings, inspect and supervise the construction of the Works, and remain as the engineer of record until the completion of the project;~~

~~To take out the permits required pursuant to “Highway and Traffic By law, 1997, No. 13007”, as may be amended from time to time, and to comply with the provisions of the Workers' Compensation Act, Highways Act and amendments thereto and Surrey Highway and Traffic By law and amendments thereto, throughout the construction of the Works;~~

~~To complete the proposed Works in compliance with the *Design and Construction Standards* within an agreed time period;~~

~~To save harmless and effectually indemnify the *City* against:~~

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

~~all expenses and costs which may be incurred by reason of the execution of the Works resulting in damages to any property; all expenses and costs which may be incurred by reason of liens or non-payment of labour and materials, Workers' Compensation assessments, unemployment insurance, Federal or Provincial Tax and for any encroachments;~~

~~To allow the *City* to hold a deposit of \$1,500 until the as-built drawings are furnished which must be done within two months after the date of completion;~~

~~To furnish all labour, materials, equipment and services and do all work necessary for and incidental to the construction and one year maintenance of the Works, all at the *applicant's* expense entirely;~~

~~To provide to the *City* a one year maintenance security bond in the form of cash or acceptable letter of credit in the amount of 10% of the total construction deposit;~~

~~To pay to the *City* the cost of monitoring the progress of work and internal administration and of the year's maintenance inspection;~~

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

~~That the contractor engaged by the applicant shall be deemed to be the applicant's agent and such engagement shall not relieve the applicant from any liability or obligation, and the applicant shall be responsible for the acts, defaults and neglects of the agent;~~

~~4.2. That should the Works, once commenced, not to be completed or, if completed, not be to the satisfaction of the General Manager, Engineering, then the City may complete the Works or remedy any defects to the satisfaction of the General Manager, Engineering. In that connection, the City will secure in advance of construction, adequate security bonds in amounts sufficient to recover the costs of completion and/or correction in defects as determined by the General Manager, Engineering.~~

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

4. The General Manager, Engineering is authorized to execute the servicing agreement.~~The Mayor and Clerk are authorized to execute the agreement containing the above general conditions.~~

5. The servicing agreement processing fee payable by the applicant prior to the pre-design meeting is set out in the "Subdivision and Development By-law, 1986, No. 8830", as may be amended or replaced from time to time.~~The agreement Processing fee payable by the applicant prior to the pre-design meeting is set out in the "Subdivision and Development By-law, 1986, No. 8830", as may be amended or replaced from time to time.~~

**SCHEDULE "B"**  
**By-law No. 16610, 2008**

**APPLICATION FOR SERVICE CONNECTION**

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

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

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

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

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

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

**Signature:** \_\_\_\_\_

**FOR OFFICIAL USE ONLY**

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

## **RESTRICTED WASTES**

Restricted Waste means:

**1. FOOD WASTE**

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

**2. RADIOACTIVE WASTE**

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

**3. pH WASTE**

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

**4. TOXIC AND POISONOUS WASTE**

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

**5. SPECIFIED WASTE**

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

## CONNECTION CHARGES

1. The following one-time *connection charge* shall be payable for provision of a *drainage service connection* to serve a *parcel*:
    - 1.1. For a *parcel* connecting to a ~~100mm (4 in.)~~150mm (6 in.) diameter gravity *service connection*:

*Connection Charge:* 100% of Actual Cost.

The *owner* may elect to pay the above *connection charge* in five (5) equal installments, pursuant to Section 37 of this By-law.
    - 1.2. For a *parcel* connecting to a *service connection* larger than ~~100 mm (4 in.)~~150m (6 in.) diameter, connecting to a pumped *stormwater drainage connection*, or additional connections so as to result in more than one *service connection* to the *parcel*:

*Connection Charge:* 100% of *actual cost* ~~plus 10% for administration~~.

If the City has front-ended the cost of the additional *stormwater drainage connection*, the *connection charge* shall equal the *actual cost* plus a financing charge calculated at an annual rate determined by the City which shall be added annually on each anniversary of the installation date until the sum is paid or for a maximum period of five years, whichever event occurs first, after which no further financing charge shall be added. If the City has front-ended the cost of the additional *stormwater drainage connection*, the *connection charge* shall equal the *actual cost* plus 10% for administration plus a financing charge calculated at an annual rate determined by the City which shall be added annually on each anniversary of the installation date until the sum is paid or for a maximum period of six years, whichever event occurs first, after which no further financing charge shall be added.
    - 1.3. For the first *stormwater drainage connection* included as a part of works chargeable to the *owner* under a local service tax by-law or for connections constructed by a developer at no cost to the *City*:

*Connection Charge:* Nil.
  2. Where, for the *stormwater drainage service*, a ~~specified area charge and~~local service tax or *latecomer charge* is established under a separate by-law, that charge shall take precedence over the aforementioned *connection charges*.
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3. Each existing connection or *drainage developer reimbursed* connection:

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