

NO: R167

COUNCIL DATE: July 23, 2018

REGULAR COUNCIL

TO: **Mayor & Council** DATE: **July 19, 2018**

FROM: **General Manager, Engineering** FILE: **0440-20**
Deputy City Solicitor **(Semiahmoo)**

SUBJECT: **Servicing Agreements with the Semiahmoo First Nation**

RECOMMENDATION

The Engineering Department and the Deputy City Solicitor recommend that Council:

1. Authorize the Mayor to execute the Water Service Agreement with the Semiahmoo First Nation attached as Appendix "I" to this report; and
2. Authorize the Mayor to execute the Sanitary Sewer Service Agreement with the Semiahmoo First Nation attached as Appendix "II" to this report.

INTENT

The purpose of this report is to provide an overview to Council and obtain approval for the Mayor to execute municipal type servicing agreements for water and sanitary sewer with the Semiahmoo First Nation (the "SFN").

BACKGROUND

The SFN is an Indian Band with governance authority under federal law and rights of a self-governing nation. SFN has a small reserve of approximately 71 hectares (172 acres) in Surrey.

At its Regular Council Meeting of July 24, 2017, Council approved the recommendations in Corporate Report No. R158; 2017, by resolution R17-2321 which:

- Authorized staff to prepare municipal type servicing agreements for the provision of sanitary sewer and water to support the existing residents on the SFN lands;
- Authorized staff to prepare a municipal type servicing agreement and a statutory right-of-way, or its equivalent, to allow for stormwater runoff to be discharged through various watercourses on the SFN lands;
- Instructed staff to only bring forward the municipal type servicing agreements for the provision of sanitary sewer and water to support the existing residents on the SFN lands and the municipal type servicing agreement and a statutory right-of-way, or its equivalent, to allow stormwater runoff to be discharged through various watercourses on the SFN lands to Council for consideration at the same time; and

- Authorized staff to develop other municipal type servicing agreements, as described within this report, to support the existing and future residents of the SFN following consideration of the municipal type servicing agreements described above.

A copy of Corporate Report R158; 2017 is attached as Appendix “III”.

On April 11, 2018, the City advised the SFN that staff were authorized to develop and bring forward municipal type service agreements for sanitary sewer and water to the SFN sufficient to service their existing residents and those SFN members that will be relocating to the lands. The City also advised that development of the drainage servicing agreement would be considered at a future date.

DISCUSSION

Over the past year staff have worked with the SFN to develop a water servicing agreement, a sanitary sewer servicing agreement and to initiate the development of a drainage servicing agreement.

Each agreement is based on the following principles:

- Each service is to satisfy the needs of the existing residents of the SFN lands and those SFN members that will be relocating to the lands. The SFN has 113 members including those that have yet to be recognized, of which, 43 currently live on the SFN lands. The SFN estimates that their membership is projected to reach 423 members. In addition to current SFN members, there are approximately 265 non-members living on the SFN lands. As such, the total reserve population to be serviced has been set at 450 people in order provide sufficient service for all of the existing SFN members on the SFN lands, the return of SFN members and their families to the SFN lands, a modest increase in SFN membership, and the non-members living on the SFN lands;
- The SFN will reimburse the City for all costs related to the construction of each service connection; The SFN will pay the City all water provided and sanitary sewer collected according to the current rate applicable for each service; and
- The SFN will be subject to terms of and conditions of all City Bylaws that regulate each service such as cross connection control and sprinkling regulations.

Water Service Agreement

The Water Service Agreement developed, and attached as Appendix “I” to this report, proposes to allow the SFN to purchase water from the City to meet the day to day needs of their reserve population, a total equivalent population of no more than 450 people. The agreement requires that:

- An experienced firm of Professional Engineers be engaged by and at the expense of the SFN to be in control of the design of their water system improvements and to certify substantial conformity of such systems to the specifications and standards of the City, and where the City's standards and specifications are not explicit, to good engineering practice and standards;
- The SFN fully reimburse the City for all costs to complete SFN connections to the City's water system;

- The SFN provide and install a chamber complete with a backflow preventer (to ensure safe drinking water) and water meter for each domestic supply line and provide and install a double-check detector assembly (DCDA) and detector meter for each fire supply line at each Water Tie-In. These devices shall be located at or near the property line of the Lands, at a location approved by the City, and shall be in accordance with the City's Water Meter Design Criteria Manual & Supplementary Specifications and the City's Cross Connection Control Standards & Specifications;
- The SFN purchase water from the City at the rates set out in Schedule "C" of Surrey Waterworks Regulation and Charges Bylaw, 2007, No. 16337, as amended from time to time; and
- The SFN pay for the full amount of water delivered as registered by each water meter and detector meter, according to the then current rate applicable with no reduction on account of any waste of water or leakage.

The agreement also allows the City to reduce the quantity of water supplied to the SFN and to entirely discontinue the provision of water to the SFN after having served an appropriate notice in any of the following circumstances:

- The SFN's failure to maintain their waterworks within ten (10) days after being given notice in writing from the City requiring maintenance to be performed;
- The SFN's failure to ensure that the fire supply line's sole usage is for firefighting purposes only;
- The SFN's failure to pay any outstanding City water utility bill, which is not anticipated as the SFN has been dutifully paying the City water utility bills for the service provided to the duty free store at 255 Highway 99;
- When in the sole opinion of the Council of the City there has been any change in the permitted water use; and
- The SFN's failure to comply with any of the provisions of the Surrey Waterworks Regulation and Charges Bylaw, the Surrey Waterworks Cross Connection Control Bylaw and the Drinking Water Conservation Plan Bylaw, 2004, No. 15454, as amended from time to time.

Sanitary Sewer Service Agreement

The Sanitary Sewer Service Agreement developed, and attached as Appendix "II" to this report, proposes to allow the SFN to convey sanitary sewage to the City's system solely to meet the day to day needs of their reserve population, a total equivalent population of no more than 450 people to a maximum peak flow rate of 8 litres per second and a maximum dissolved hydrogen sulfide level of 0.05 milligrams per litre.

The sanitary sewage from the SFN lands will be conveyed to the City's Semiahmoo sanitary sewer pump station at 16025 8 Avenue (the "Semiahmoo pump station"). The existing capacity of the Semiahmoo pump station is only sufficient to service all of the projected growth established in the City's approved land use plans and SFN's total equivalent population of 450 people. Therefore, any further densification or need for additional capacity at the Semiahmoo pump station, either by the City or the SFN, cannot be supported without further improvements to the Semiahmoo pump station.

The agreement requires that:

- An experienced firm of Professional Engineers be engaged by and at the expense of the SFN to be in control of the design of their sanitary sewer system improvements and to certify substantial conformity of such systems to the specifications and standards of the City, and where the City's standards and specifications are not explicit, to good engineering practice and standards;
- The SFN fully reimburse the City for all costs to complete their connections to the City's water system;
- The SFN provide and install a chamber complete with a flow meter, associated Supervisory Control and Data Acquisition ("SCADA") system and electrical service (the "Equipment"). The Equipment shall be located at or near the sanitary pump station on the SFN lands, at a location approved by the City;
- The SFN pay for sewage collection by the City at the rates set out in Schedule "C" of Surrey Sanitary Sewer Regulation and Charges Bylaw, 2008, No. 16611, as amended from time to time;
- The SFN pay for the full amount of sanitary sewage collected as measured by the flow meter, according to the then current rate applicable with no reduction on account of any waste of water, or inflow or infiltration; and
- Should the SFN desire additional capacity at the Semiahmoo pump station, agreement of which will be established through a separate agreement, the City may require the SFN to construct new sanitary sewer infrastructure and connect to the City's system at a different location so that the City may reclaim the capacity being allocated to the SFN at the Semiahmoo pump station.

The agreement also allows the City to reduce the quantity of sanitary sewage collected from the SFN and to entirely discontinue the provision of collection of sanitary sewage from the SFN after having served an appropriate notice, in any of the following circumstances:

- The SFN's failure to maintain their sewerworks within ten (10) days after being given notice in writing from the City requiring maintenance to be performed;
- The SFN's failure to pay any outstanding City sanitary sewer utility bill, which is not anticipated as the SFN has been dutifully paying the City sanitary sewer utility bill for the service provided to the duty free store at 255 Highway 99;
- When in the sole opinion of the Council of the City there has been any change in the permitted sewer use;
- The maximum peak flow rate recorded by the meter at the connection point to the City's system is greater than 8 litres per second; and
- The maximum dissolved hydrogen sulfide level observed at the connection point to the City's system is greater than 0.05 milligrams per litre.

Proposed Agreement Terms and Agreement Management

It is proposed for both the Water Service Agreement and the Sanitary Sewer Service Agreement that, unless terminated earlier pursuant to the provisions of either agreement, the term of each Agreement shall be for five years.

If the SFN duly and regularly pays the rates, sums and charges provided in each agreement and performs each and every covenant and proviso set out, each agreement will remain in force for

four successive five-year periods and may be terminated any time after the expiry of the first five-year period by either party giving a written one-year notice in advance.

To effectively manage each agreement it is proposed that an Agreement Monitoring Committee be established and that this Committee meet to review the terms and conditions of each agreement and to facilitate interpretation and implementation of each agreement to mitigate potential service disruptions.

Agreement Review

The Water Service Agreement and the Sanitary Sewer Service Agreement have both been provided to staff at the Department of Indigenous Services Canada and they have expressed no concerns with these agreements.

Drainage Servicing Agreement

Staff working with the SFN have developed terms of reference for a drainage study that will use science to develop an understanding of the impact from the past, present and future discharge of stormwater runoff through the SFN lands.

Staff and the SFN have selected a preferred consultant to complete this work and are in the process of awarding this assignment to them.

It is expected that preferred consultant will commence work on the drainage study in the coming weeks and that the drainage study will be completed later in 2018 or early in 2019. Once complete, staff and the SFN will be better informed during the preparation of the Drainage Servicing Agreement which will include some form of right-of-way or equivalent that allows the City to discharge stormwater through the SFN lands.

Next Steps

Upon completion of the Water Service Agreement and the Sanitary Sewer Service Agreement the SFN will finalize preparations to begin construction of the systems. It is expected that SFN will be in a position to connect to the City's systems sometime in late 2018 or early 2019.

SUSTAINABILITY CONSIDERATIONS

The establishment of municipal type servicing agreements with the SFN supports the objectives of the City's Sustainability Charter 2.0. In particular, the plan supports the Sustainability Charter 2.0 themes of Inclusion and Infrastructure. Specifically, the establishment of municipal type servicing agreements with the SFN supports the following Desired Outcomes ("DO"):

- Diversity and Accessibility DO2: Surrey is a caring and compassionate city that supports its residents of all backgrounds, demographics and life experiences; and
- Infrastructure DO3: Infrastructure systems are designed to protect human health, preserve environmental integrity, and be adaptable to climate change impacts.

CONCLUSION

The Engineering Department and the Deputy City Solicitor recommend that Council:

1. Authorize the Mayor to execute the Water Service Agreement with the Semiahmoo First Nation attached as Appendix "I" to this report; and
2. Authorize the Mayor to execute the Sanitary Sewer Service Agreement with the Semiahmoo First Nation attached as Appendix "II" to this report.

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

Phil Huynh
Deputy City Solicitor

KR/JA/jma/ggg

Appendix "I": Proposed Water Service Agreement
Appendix "II": Proposed Sanitary Sewer Service Agreement
Appendix "III": Corporate Report R158; 2017

WATER SERVICE AGREEMENT

This Agreement dated the _____ day of July, 2018.

BETWEEN:

CITY OF SURREY,
13450 – 104 Avenue, Surrey, BC V3T 1V8
(the "City")

OF THE FIRST PART

AND:

SEMIAHMOO FIRST NATION
16049 Beach Road, Surrey, B.C. V3Z 9R6
(collectively the "Semiahmoo")

OF THE SECOND PART

WHEREAS:

A. The lands outlined in bold black line on the Plan hereto attached and marked Schedule "A" to this Agreement are Reserve Lands within the meaning of the *Indian Act*, R.S.C. 1970, Ch. I-6 (the "*Indian Act*") located in the Province of British Columbia and more particularly known and described as:

Semiahmoo Indian Reserve, containing an area of 129.1 hectares more or less,
(the "Lands")

and vested in Her Majesty The Queen in Right of Canada for the use and benefit of the Semiahmoo, being part of a reserve known as the Semiahmoo Reserve (the "Reserve").

B. The City has an existing water distribution system (the "System") that receives water from the Greater Vancouver Water District (the "GVWD") and supplies it to properties within the City.

C. The Semiahmoo is desirous of obtaining a water supply for the Lands and has requested the City to provide at Semiahmoo's expense a connection (the "Water Tie-In") to both the 200mm diameter watermain along 160 Street on the north side of 8 Avenue and the 300mm diameter watermain along Highway 99 at Beach Road to draw water from the System to supply to the Lands.

D. This Agreement is required to provide a vehicle through which Semiahmoo can, under the terms and conditions hereinafter set forth, purchase water from the City to meet the day to day needs of Semiahmoo's reserve population, a total equivalent population of no more than 450 people (hereinafter referred to as the "Permitted Water Use").

E. This Agreement is also required to provide a vehicle through which Semiahmoo can, under the terms and conditions hereinafter set forth, purchase water from the City for firefighting purposes.

F. The Semiahmoo is proposing to construct and will construct a water connection across 8 Avenue and a water connection across Highway 99 complete with all required fittings and appurtenances to each Water Tie-In (the "City Waterworks").

G. All of the City Waterworks and the water meter at each domestic supply line will be owned, operated and maintained by the City.

H. The City is proposing to construct and will construct each Water Tie-In of the City Waterworks to the City's System.

I. The Semiahmoo is proposing to construct and will construct their own water distribution system on the Lands complete with all required fittings, appurtenances, chambers and backflow preventers (the "Semiahmoo Waterworks") from each Water Tie-In.

J. All of the Semiahmoo Waterworks except the water meter at each domestic supply line will be owned, operated and maintained by Semiahmoo.

K. The Semiahmoo by Semiahmoo Council Resolution have consented to the terms and conditions hereinafter set in accordance with the provisions of the *Indian Act*, R.S.C. 1985, c. I-5. A copy of the Band Council Resolution is attached to this Municipal Type Service Agreement as Schedule "B".

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and other good and valuable consideration and the mutual covenants hereinafter set out, (the sufficiency of which is hereby acknowledged) the parties covenant and agree each with the other as follows:

1. The SEMIAHMOO ACKNOWLEDGES, COVENANTS AND AGREES with the City:

SERVICES

- (a) that an experienced firm of Professional Engineers shall be engaged by and at the expense of the Semiahmoo to be in control of the design of the City Waterworks and to provide construction administration services of the City Waterworks and the design and construction of the Semiahmoo Waterworks and to certify substantial conformity of such systems to the specifications and standards of the City, and where the City's standards and specifications are not explicit, to good engineering practice and standards;
- (b) to provide and construct at their expense the City Waterworks and the Semiahmoo Waterworks designed under a seal of a Professional Engineer;
- (c) to fully reimburse the City for all costs to complete each Water Tie-In;

- (d) to provide and install a chamber complete with a backflow preventer and water meter for each domestic supply line (i.e. the 100mm diameter supply line) and to provide and install a double check detector assembly (DCDA) and detector meter for each fire supply line (i.e. the 300mm diameter supply line) at each Water Tie-In. These devices shall be located at or near the property line of the Lands, at a location approved by the City, and shall be in accordance with the City's Water Meter Design Criteria Manual & Supplementary Specifications and the City's Cross Connection Control Standards & Specifications;
- (e) to provide to the City within thirty (30) days after completion of the City Waterworks and the Semiahmoo Waterworks, as-built drawings showing the locations of the City Waterworks and the Semiahmoo Waterworks.

REPAIRS AND MAINTENANCE

- (f) to remain responsible for and to maintain and upkeep in good repair and operating condition in accordance with the City's standards, practices and Bylaws, all the Semiahmoo Waterworks within the Lands and to perform the annual backflow device testing and reporting requirements of the Surrey Waterworks Cross Connection Control Bylaw, 2013, No. 17988 as amended from time to time, (the "Surrey Waterworks Cross Connection Control Bylaw"), attached hereto and marked as Schedule "C" to this Agreement;

PAYMENT OF SERVICES

- (g) to purchase water from the City at the rates set out in Schedule "C" of Surrey Waterworks Regulation and Charges Bylaw, 2007, No. 16337, as amended from time to time, (the "Surrey Waterworks Regulation and Charges Bylaw"), attached hereto and marked as Schedule "D" to this Agreement;
- (h) to pay for the full amount of water delivered as registered by each water meter and detector meter, according to the then current rate applicable as set out in Clause 1(g) hereof with no reduction on account of any waste of water or leakage;
- (i) that the Semiahmoo shall within thirty (30) days from the date of billing remit payments due to the City in respect of the quantity of water purchased and as recorded on each water meter and detector meter, together with any amount representing interest on accounts rendered, as presented to the Semiahmoo;
- (j) to reimburse the City for, and, within thirty (30) days from the date of billing, to remit payments to the City in respect of any costs related to the construction of each Water Tie-In;
- (k) to reimburse the City for, and, within thirty (30) days from the date of billing, to remit payments to the City in respect of any maintenance performed by the City on the Semiahmoo Waterworks;

- (l) the City will make available the calculation and factors that substantiate the fees with each utility bill;

RIGHTS

- (m) Semiahmoo hereby releases, indemnifies and saves 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 by Semiahmoo arising from the granting or existence of this Water Service Agreement including without limitation anything regarding the quantity, pressure or quality of water provided or not supplying any water;
- (n) that the Semiahmoo shall not without the express permission of the City, extend its water service area nor shall it sell, dispose of, or permit water to be carried away to properties other than only providing the Permitted Water Use;
- (o) Semiahmoo will provide the City unrestricted access to each water meter and backflow preventer at all times; and
- (p) the City shall have the right to remove each water meter for testing and if meter testing result indicates that the percentage accuracy of any water meter is less than 95% or greater than 105%, the City shall have the right to have any water meter repaired or replaced at the expense of the Semiahmoo.

2. The City COVENANTS AND AGREES with the Semiahmoo:

- (a) to supply water to the Semiahmoo at each Water Tie-In for only the Permitted Water Use under the terms and conditions set out in this Agreement.

3. IT IS MUTUALLY UNDERSTOOD, AGREED AND DECLARED BETWEEN THE PARTIES THAT:

- (a) the City is not liable for the failure of the water supply including without limitation anything regarding the quantity, pressure or quality of water 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 waterworks system, or for any reason whatsoever;

TERMINATION

- (b) the City shall be lawfully entitled to reduce the quantity of water supplied to the Semiahmoo and to entirely discontinue the provision of water to the Semiahmoo after having served an appropriate notice , in any of the following circumstances:
 - (i) the Semiahmoo's failure to maintain the Semiahmoo Waterworks within ten (10) days after being given notice in writing from the City requiring maintenance to be performed;

- (ii) the Semiahmoo's failure to ensure that the fire supply line's sole usage is for firefighting purposes only;
- (iii) the Semiahmoo's failure to pay any outstanding City water utility bill;
- (iv) when in the sole opinion of the Council of the City there has been any change in the Permitted Water Use;
- (c) it shall be lawful for the Semiahmoo to terminate this Agreement after providing a thirty (30) day written notice to the City;
- (d) except as otherwise provided, if the Semiahmoo or any member of the Semiahmoo is in breach of any covenant contained in this Agreement and if such breach continues after thirty (30) days from the date of receipt of notice in writing to the Semiahmoo from the City of such breach, then the City may terminate this Agreement and discontinue the provision of water to the Semiahmoo after serving an appropriate notice;
- (e) the Semiahmoo's failure to comply with any of the provisions of the Surrey Waterworks Regulation and Charges Bylaw, the Surrey Waterworks Cross Connection Control Bylaw and the Drinking Water Conservation Plan Bylaw, 2004, No. 15454, as amended from time to time, (the "Drinking Water Conservation Plan Bylaw"), attached hereto and marked as Schedule "E" to this Agreement;
- (f) unless terminated earlier pursuant to the provisions of this Agreement, the term of this Agreement shall be for five (5) years from the date hereof. If the Semiahmoo duly and regularly pays the rates, sums and charges herein provided in this Agreement and performs each and every covenant and proviso set out, this Agreement will remain in force for four (4) successive five (5) year periods and may be terminated any time after the expiry of the first (5) five year period by either party giving a written one (1) year notice in advance;

REVIEW AND THE AGREEMENT MONITORING COMMITTEE

- (g) at least annually or as often the parties may otherwise agree, the General Manager, Engineering or their delegated representative with shall meet with Semiahmoo to review the terms and conditions of this Agreement (the "Water Supply Agreement Monitoring Committee");
- (h) the Water Supply Agreement Monitoring Committee shall:
 - (i) review changes in service needs, capacity or delivery;
 - (ii) facilitate interpretation and implementation of this Agreement to mitigate potential service disruptions;
 - (iii) recommend amendments to the Agreement; and

- (iv) initiate review of the Agreement at least one year prior to the expiration of every five-year period during the Term of this Agreement;

GENERAL

- (i) any notices which may be or is required under this Agreement must be in writing and delivered or sent by facsimile transmission addressed:

To the City: City of Surrey
 13450 – 104 Avenue
 Surrey, BC V3T 1V8
 Fax: (604) 591-8693

 Attention: General Manager, Engineering

To the Semiahmoo: Semiahmoo First Nation
 16049 Beach Road
 Surrey, B.C. V4P 3C5
 Fax: (604) 536-6116

 Attention: Band Administrator

Unless either party provides to the other written notice of another address for delivery;

- (j) nothing contained in this Agreement or implied hereunder shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered by the Semiahmoo;
- (k) this Agreement may be amended from time to time in writing by mutual agreement of the Parties.
- (l) this Agreement shall not be construed so as to create any greater standard of care or liability on the part of the City in respect of the supply of water to the Semiahmoo than that which applies to the supply of such water to the inhabitants of the City;
- (m) this Agreement shall not be construed so as to prejudice or in any way affect the Semiahmoo's or the Federal Crown's interest in and over the Reserve or provide, in any manner whatsoever, the City with any jurisdiction it otherwise does not have over the Reserve;
- (n) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; and

- (o) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

CITY OF SURREY)
 by its authorized signatories)
)
 _____)
 Linda Hepner)
 Mayor)
)
 _____)
 Jane Sullivan)
 City Clerk)

SEMIAHMOO FIRST NATION
 By its authorized signatory:)
)
 _____)
 Chief Harley Chappell)
)
)

- Schedule "A" - Map of Reserve Lands
- Schedule "B" - Band Council Resolution
- Schedule "C" - Surrey Waterworks Cross Connection Control Bylaw
- Schedule "D" - Surrey Waterworks Regulation and Charges Bylaw
- Schedule "E" - Drinking Water Conservation Plan Bylaw Bylaw



Schedule "A" - Map of Reserve Lands

AERIAL PHOTOGRAPH OF SITE SCHEDULE "A"



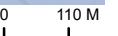
Semiahmoo Indian Reserve (The "Lands")

LEGEND

-  Semiahmoo Indian Reserve (The "Lands")
-  Parks

Produced by GIS Section: 07-May-2018, C9W

Date of Aerial Photograph: April 2017

Scale: 1:12,883 



Semiahmoo Indian Reserve (The "Lands")

ENGINEERING DEPARTMENT

The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, Legal descriptions and encumbrances must be confirmed at the Land Title Office.

Schedule "B" - Band Council Resolution



SEMAIHMOO FIRST NATION

BAND COUNCIL RESOLUTION NO. 07-19-2018-01 CONFIDENTIAL INFORMATION

- WHEREAS:** Semiahmoo First Nation's sanitary sewer was terminated by the City of White Rock;
- AND WHEREAS:** Semiahmoo First Nation has applied to Indigenous Services Canada for funding and completed all engineering requirements;
- AND WHEREAS:** Semiahmoo First Nation wishes to obtain sanitary sewer services for the Semiahmoo Indian Reserve and has requested the City of Surrey to provide, at Semiahmoo First Nation's expense, a connection to the City of Surrey's 450mm diameter sanitary sewer along 16025 8th Avenue to convey sanitary sewage generated on the Semiahmoo Indian Reserve;
- AND WHEREAS:** Semiahmoo First Nation wishes to enter into a Municipal Service Agreement with the City of Surrey for sanitary sewer services to the Semiahmoo Indian Reserve in the form attached to this Band Council Resolution (the "Agreement");
- AND WHEREAS:** Semiahmoo First Nation's Chief and Council wish to authorize Chief Harley Chappell to sign the Agreement on behalf of Semiahmoo First Nation.

THEREFORE BE IT HEREBY RESOLVED THAT:


Semiahmoo First Nation enter into the Agreement with the City of Surrey;

- AND FURTHER THAT:** Semiahmoo First Nation authorizes Chief Harley Chappell to sign the Agreement on behalf of Semiahmoo First Nation.

**DATED THIS 19th DAY OF JULY AT SEMIAHMOO, BC.
A quorum of Semiahmoo First Nation consists of two (2) Council Members.**



Harley Chappell, Chief



Councillor Joanne Charles

Councillor Roxanne Charles



SEMAIHMOO FIRST NATION

BAND COUNCIL RESOLUTION NO. 07-19-2018-02 CONFIDENTIAL INFORMATION

- WHEREAS:** Semiahmoo First Nation's water was terminated by the City of White Rock;
- AND WHEREAS:** Semiahmoo First Nation has applied to Indigenous Services Canada for funding and completed all engineering requirements;
- AND WHEREAS:** Semiahmoo First Nation wishes to obtain a water supply for the Semiahmoo Indian Reserve and has requested the City of Surrey to provide at Semiahmoo First Nation's expense a connection to both the 200mm diameter watermain along 160 Street on the north side of 8 Avenue and the 300mm diameter watermain along Highway 99 at Beach Road to draw water from the City of Surrey's system to supply to the Semiahmoo Indian Reserve;
- AND WHEREAS:** Semiahmoo First Nation wishes to enter into a Municipal Service Agreement with the City of Surrey for water services to the Semiahmoo Indian Reserve in the form attached to this Band Council Resolution (the "Agreement");
- AND WHEREAS:** Semiahmoo First Nation's Chief and Council wish to authorize Chief Harley Chappell to sign the Agreement on behalf of Semiahmoo First Nation.

THEREFORE BE IT HEREBY RESOLVED THAT:

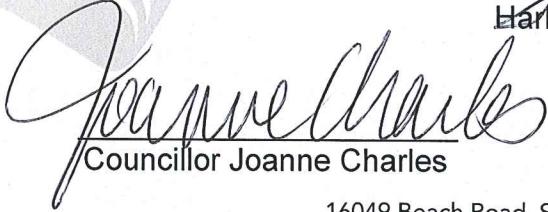
Semiahmoo First Nation enter into the Agreement with the City of Surrey;

- AND FURTHER THAT:** Semiahmoo First Nation authorizes Chief Harley Chappell to sign the Agreement on behalf of Semiahmoo First Nation.

DATED THIS 19th DAY OF JULY AT SEMIAHMOO, B.C.
A quorum of Semiahmoo First Nation consists of two (2) Council Members.



Harley Chappell, Chief



Councillor Joanne Charles

Councillor Roxanne Charles

Schedule "C" - Surrey Waterworks Cross Connection Control Bylaw

CITY OF SURREY



Surrey Waterworks Cross Connection Control By-law, 2013, No. 17988

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CITY OF SURREY
BY-LAW NO. 17988

A By-law to protect *water* supplied by the *City* from
contamination due to *cross connections*.

.....

As amended by: 19450, 12/18/17

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

PART 1 - CITATION

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;

AND WHEREAS provisions are required to protect the *water* from contamination resulting from *backflow* through *cross connections* within the *waterworks system* and within *real property* by the use of *backflow preventers*; and

AND WHEREAS it is desirable that *cross connections* be controlled by regulation.

THEREFORE the City Council of the City of Surrey, enacts as follows:

1. This By-law shall be cited for all purposes as "Surrey Waterworks Cross Connection Control By-law, 2013, No. 17988"

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 following meanings:

"ACCEPTABLE" means in accordance with the *standard* or as accepted by the *General Manager, Engineering*.

"AIR GAP" means an *acceptable* piping arrangement designed to be a *backflow preventer* and as defined by the *Plumbing Code*.

"AREA ISOLATION" means protection of the *waterworks* from *backflow* provided by the isolation of a water piping system or systems of a building, unit, area or parcel or within a *real property* where the *real property* has a greater degree of hazard than would be *acceptable* using existing or proposed *premise isolation* measures.

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

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

"CERTIFIED TESTER" means a *person* who is certified to inspect and field test *backflow preventers* by an *acceptable person*.

"CITY" means the City of Surrey.

"CONSUMER" means any *person* 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*.

"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 SURVEY" means the process to determine if *cross connection* exists in consumer's water system and recommend a method or *backflow preventer* to prevent *backflow*.

"FIRE HYDRANT USE BACKFLOW PREVENTER" means a *testable backflow prevention device* that is owned by the *City* and connected to the *waterworks* for permitted or operational short-term *water* usages at changing locations.

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

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

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

"PERSON" shall, when necessary, mean and include 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.

"PLUMBING CODE" means the Plumbing Services provisions of the British Columbia Building Code enacted pursuant to Section 692 of the Local Government Act, R.S.B.C., 1996, c.323 and as may be amended or replaced from time to time.

"POTABLE WATER" means any water safe for human consumption as defined by the British Columbia Drinking Water Protection Act, S.B.C. 2001, c.9 and Regulation and as may be amended or replaced from time to time.

"PREMISE ISOLATION" means the practice of protecting the *waterworks* from contamination due to *backflow* by the installation of one or more *backflow preventers* immediately downstream of the *service connection* on the connecting pipe conveying *water* on a *real property* and upstream of the first outlet or connecting *water* pipe.

"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.

"REGISTERED AIR GAP" means an *air gap* that is identified by the *General Manager, Engineering* or by definition in the *standard*.

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

"STANDARD" means the document issued by the *General Manager, Engineering* and titled 'City of Surrey Cross Connection Control Standards & Specifications' as may be amended or replaced from time to time.

"TEST REPORT" means the currently approved form owned by the *City* and issued by the *General Manager, Engineering* for the purpose of reporting the status, field test and inspection results, and other relevant information regarding a *testable backflow prevention device* or a *registered air gap*.

"TESTABLE BACKFLOW PREVENTION DEVICE" means a *backflow preventer* designed to be tested and repaired in line, fitted with properly located, tightly closing, resilient seated test cocks and tightly closing, resilient seated shutoff valves located at each end of the assembly.

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

"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 facilitation 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. The *General Manager, Engineering* may from time to time amend the *standard* in whole or in part and may without limiting the generality of the foregoing establish or amend policies and criteria.

4. Nothing in this By-law will relieve or exempt a *person* from the requirements of any other by-laws of the *City* or any other applicable laws, regulations or enactments.

Applicability of By-law

5. This By-law shall have reference and apply to all the *waterworks system* and any *real property* that:
 - (a) is provided with *service*;
 - (b) is under application for *service*; or
 - (c) has had *service* temporarily discontinued.

Role of the *General Manager, Engineering*

6. For the purposes of this By-law the *General Manager, Engineering* shall have charge and control of the *waterworks system* and the authorization to direct the implementation of measures to protect the *waterworks system* and existing systems supplied with *water* and those systems that have applied for *service* from contamination through *cross connections*.

City Not Liable

7. The *City* shall not be liable to any *person* for injury or damages, or for reduction or loss of *water* pressure which may result from:
 - (a) the installation of *backflow preventers*;
 - (b) the interruption of *water* pressure or supply within a *real property* or the interruption or discontinuance of *service* to a *real property*;
 - (c) an omission to notify a *consumer* to correct an inadequately controlled *cross connection*; or
 - (d) pressure fluctuation due to thermal expansion.

PART 4 - RESPONSIBILITIES OF THE CONSUMER

Consumer Responsible for Control of Cross Connection, Backflow Preventer

8. The *consumer* shall control every *cross connection* on a *real property* in an *acceptable* manner and shall maintain every *backflow preventer* in good working order.
9. When it becomes known or suspected that a *backflow preventer* is not in good working order, whether from inspection or field test results or other indications, the *consumer* shall arrange for the immediate repair or replacement of the *backflow preventer*.
10. The purchase, installation, operation, maintenance, field testing, field inspection, repair, installation, removal or replacement of a *backflow preventer* including the meter as part of the detector type *backflow preventer* and of *registered air gaps* shall be at the sole expense of the *consumer*.

Change of Use

11. The *consumer* shall notify the *General Manager, Engineering*, of any change of use of the premises, facilities, or alteration, addition or removal of any part of the private water distribution system, its appurtenance and fixtures. The *consumer* shall install, upgrade, replace or remove *backflow preventers* to control the changed *cross connections* in compliance with this By-law and the *standard*.

Testing and Test Report

12. The *consumer* shall be responsible to:
 - (a) retain a *Certified Tester* to carry out the field test of testable backflow prevention device and inspection of *registered air gaps*;
 - (b) ensure that the *Certified Tester* has submitted the *test report*, *acceptable* to the City, within the time specified in this By-law; and
 - (c) maintain all necessary records on *backflow preventers*, the *cross connections* they control, and copies of *test reports*.

Access for Inspection

13. In the event that the *General Manager, Engineering* has reason to believe that:
 - (a) a condition exists within a *real property* that could be a danger to the public health or that may cause physical damage to the *waterworks* due to *backflow*, whether within the *real property* or through transmission by the *waterworks*; or
 - (b) an incident involving *backflow* has occurred on a *real property* and that the results of such an incident could cause damage to the *waterworks* or pose a risk to the public health,

the *consumer* shall, at all hours, allow, suffer and permit the *General Manager, Engineering* to enter the *real property* to inspect all *backflow preventers*, piping, connections, fixtures and other apparatus to determine if such a condition exists or incident is occurring or has occurred.

14. The *General Manager, Engineering* may from time to time and with notice enter the *real property* at all reasonable hours for inspection of any and all existing *cross connections* and *backflow preventers* and any records thereof. The *consumer* shall make all reasonable accommodations for such an inspection under notice by the *General Manager, Engineering*.
15. For the purposes of inspection of this By-law, the *City Plumbing Inspector* or the *General Manager, Engineering* may cause the momentary interruption to either the *service* to the *real property* or the *water* pressure or supply to piping within the *real property*. The *consumer* shall make all reasonable accommodations to allow, suffer and permit these interruptions.

Rectification of Contraventions

16. Upon notice by the *City*, any condition found on a *real property* that is in contravention of this By-law, the *standard* or the *Plumbing Code* shall be rectified by the *consumer* to the acceptance of the *General Manager, Engineering*. All such rectifications shall be solely at the expense of the *consumer*. The *consumer* shall complete all rectifications within a time period specified by the *General Manager, Engineering*.

Backflow Notification

17. The *consumer* shall immediately notify the *General Manager, Engineering* if there is any reason to believe that *backflow* has or may have occurred on or from a *real property*, including any *backflow* in or from a private *water* distribution system, its appurtenance and fixtures, that are connected to the *City's waterworks system*.

Damages Resulting From Backflow

18. Any and all costs, damages or losses sustained by the *City* as a result of an incident involving *backflow* originating from a *real property* of a *consumer* shall be borne by the *consumer*, and the *consumer* shall indemnify and hold harmless the *City*, its agents, employees and officers from and against any and all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the *backflow*.

Thermal Expansion

19. The *consumer* is responsible for the installation of pressure or air release devices to prevent pressure fluctuation within the private *water* distribution system due to thermal expansion.

PART5 – PREVENTION OF CONTAMINATION OF POTABLE WATER FROM BACKFLOW

Control of Cross Connection

20. No *person* shall create a *cross connection* that is not controlled in an *acceptable* manner without the immediate installation of a *backflow preventer*.
21. Any *consumer* who is aware of a *cross connection* that is contaminating or has the potential to contaminate the *waterworks* system shall immediately give notice to the *General Manager, Engineering*.

Backflow Preventers, General

22. The selection, installation, removal, replacement, repair, maintenance, field testing and inspection of *backflow preventers* shall comply with this By-law, the *standard* and the *Plumbing Code* or be otherwise *acceptable* to the *General Manager, Engineering*.

Backflow Preventers Requirements, New Construction

23. *Backflow preventers shall be installed on each of the domestic, fire and irrigation service connections for premise isolation and all on internal cross connections for any newly constructed facilities as mandated by the BC Building Code, CSA B64.10, this By-law and the standard.*

Backflow Preventers Requirements, Retrofitting of Existing Facilities

24. *Backflow preventers shall be installed on each of the domestic, fire and irrigation service connections for premise isolation, regardless of whether the service connections form part of the retrofitting, whenever improvements, alterations or replacements are made to a building on a parcel where the value of the construction of the improvement, alteration or replacement is equal to or exceeds \$400,000, including applicable taxes, as estimated by the Chief Building Inspector of the City, or whenever an additional service connection is requested. .*
25. *Backflow preventers shall be installed on each of the domestic, fire and irrigation service connections for premise isolation or backflow preventers shall be provided through area isolation,, regardless of whether the service connections form part of the retrofitting, whenever improvements, alterations or replacements are made to a building on a parcel where the value of the construction of the improvement, alteration or replacement exceeds \$10,000 but is less than \$400,000, including applicable taxes, as estimated by the Chief Building Inspector of the City.*
26. *Backflow preventers shall be installed on each of the domestic, fire and irrigation service connections for premise isolation, regardless of whether the service connections form part of the retrofitting, whenever a new service connection is installed or one or more of the existing service connections is upgraded. New service or upgraded service to a real property will be provided only when the General Manager, Engineering is satisfied that the consumer has installed backflow preventers to address the premise isolation requirements to all existing and new service connections.*
27. *Backflow preventers shall be installed to isolate internal cross connections where retrofitting is made to that portion of the plumbing system as part of the plumbing permit process.*

Backflow Preventers Requirements, Existing Facilities

28. Cross Connection Surveys of existing facilities may be conducted by the *City* of existing institutional, commercial, industrial zoned, and multi-family residential properties.
29. The *consumer* shall be required to install *backflow preventers* for *premise isolation* of domestic, fire and irrigation *service connections* following the conduct of Cross Connection Survey. The *consumer* shall be required to install new *backflow preventers*, and correct deficiencies of existing *backflow preventers* for *premise isolation*, as described by the report of the Cross Connection Survey, within the time specified in the notice to the *consumer* from the *City*.
30. It is the sole responsibility of the *consumer* to install *backflow preventers* for internal isolation and to rectify *cross connections* or deficiencies whenever notified of a potential harmful circumstance that could represent a health threat to the *potable water* distribution system within a private property.

Cross Connections Without Plumbing Permits

31. The *City* may issue a notice to the *consumer* requesting a Cross Connection Survey be conducted by qualified *persons* acceptable to the *City*, or by a professional engineer, at the expense of the *consumer* upon receipt of report of deficiency to a *cross connection* that had not been inspected and passed as part of the plumbing permit process. The report of the Cross Connection Survey shall be completed and submitted to the *City* within ten days of receipt of the notice from the *City*. The *City* may shut down the *service* to the *real property* if the report is not submitted to the *City*.
32. The *consumer* shall be required to install new *backflow preventers* and correct any deficiencies to isolate all *cross connections* that are identified in the Cross Connection Survey and are not previously inspected by *City's* Plumbing Inspectors.

Backflow Preventers Requirements, Backflow Incident

33. The *General Manager, Engineering* may issue a notice to the *consumer* requesting a Cross Connection Survey be conducted by qualified *persons* acceptable to the *City*, or by a professional engineer, at the expense of the *consumer* following a *backflow incident*. The *consumer* shall be required to install *backflow preventers* as *premise isolation* at all *service connections* and *cross connections* causing the *backflow incident*.

Removal of *Backflow Preventer*

34. Other than for the required replacement of a *testable backflow prevention device*, once installed, no *person* shall remove a backflow preventer from any *potable water* piping system without the prior written approval of a *City Plumbing Inspector*.

Damage to or Alteration of *Backflow Preventer*

35. No *person* shall damage, destroy, or otherwise render inoperative a *backflow preventer*. No *person* shall alter, modify, or otherwise retrofit a *backflow preventer* such that the *backflow preventer* no longer meets the requirements of the *Plumbing Code* or the *standard*.

PART 6 – DISCONTINUANCE OF A WATER SERVICE

Discontinuance of *Service*

36. In the event that the *General Manager, Engineering* has determined that there is an immediate threat to the public health or that the *waterworks* is at risk of contamination or damage due to a *cross connection* located on a *real property*, the *General Manager, Engineering* may immediately discontinue *service* to the *real property*.

Reconnection of *Service*

37. Prior to the reconnection of any *service* that had been shut off by order of the *General Manager, Engineering* due to a *cross connection* related incident, the *consumer* shall demonstrate to the *General Manager, Engineering* that:
- (a) all provisions of this By-law have been complied with; and
 - (b) all outstanding fees and penalties have been paid to the *City*.

PART 7 – BACKFLOW PREVENTER TESTING AND INSPECTION

Consumer to Commission Field Test of Testable Backflow Prevention Device

38. The *consumer* shall be responsible for the commissioning of any and all field tests performed on a testable backflow prevention device and inspections of *registered air gaps*. A field test shall be conducted by a *certified tester* on a *testable backflow prevention device* and a *test report* shall be submitted to the *General Manager, Engineering*:
- (a) within three (3) days after a *backflow* incident;
 - (b) within fourteen (14) days of a new installation and prior to inspection by a *City Plumbing Inspector* or the *General Manager, Engineering*;
 - (c) in the case of a *fire hydrant use backflow preventer*, annually, but shall not require a field test to be conducted upon installation;
 - (d) within fourteen (14) days after a replacement of a *backflow preventer*;
 - (e) within the time specified in a notice issued by the *City* that, for any reason, requires a testable backflow prevention device be tested;
 - (f) annually or a more frequent periodic cycle as required by the *City* or as determined in the *standard*;
 - (g) in the case of a double check valve assembly providing isolation for irrigation system of single family dwellings, upon installation, but shall not require a field test annually; and
 - (h) upon notice by the *General Manager, Engineering*.

Consumer to Commission Inspection of Registered Air Gap

39. An inspection shall be conducted by a *certified tester* on a *registered air gap*:
- (a) within thirty (30) days of the issue date of a notice to the *consumer* issued by the *City* that, for any reason, requires a *registered air gap* to be inspected; and
 - (b) annually or more frequently if required by the *General Manager, Engineering* or as determined in the *standard*.

Eligibility of *Certified Tester* to Field Test, Inspect and Report

40. All *Certified Testers* shall possess a valid BCWWA Cross Connection Control Tester Certificate showing a certificate number and comply with the business licensing requirements as described in the Surrey Business License By-law, 1999, No. 13680.

***Testable Backflow Prevention Device* Field Testing**

41. No *person*, other than a *Certified Tester*, shall conduct a field test to a *testable backflow prevention device* or inspection of the piping of *registered air gap*, complete or sign a *test report*.
42. A *test report* will not be accepted by the *City* if the *Certified Tester* is unable to provide proof, within a time specified by the *City*, that he or she is a BCWWA Cross Connection Control Tester and that the certificate has not expired prior to the date of conducting the field test.

Inspection, Field Testing and Reporting

43. Each *Certified Tester* shall:
 - (a) conduct every field test of a testable backflow preventer device in accordance with the *standard*;
 - (b) accurately complete a *test report*, either on line or written test report in paper format, with all required information regarding the inspection and field test results of the *backflow preventer*, the *cross connection* it controls and all other information requirements indicated on the *test report*;
 - (c) where a *backflow preventer* passes the field test or inspection, complete, sign and affix the test passed tag on or adjacent to the *backflow preventer* and ensure that the completed and signed *test report* is submitted to the *City* within the time specified by the *City*;
 - (d) where a *backflow preventer* fails the field test or inspection and is not repaired successfully on the same day, immediately notify the *consumer* and notify, as described in the *standard*, the *General Manager, Engineering* of a failed testable backflow preventer device or *registered air gap* within three (3) business days of the initial field test or inspection date of the failing condition of the *backflow preventer*; and

- (e) pay the *City* the submission fee as stated in *Surrey Fee-Setting By-law, 2001, No. 14577* for each *test report* submitted under this By-law.

Cross Connection Control Tags

- 44. The *City* may from time to time issue tags as described in the *standard* to be installed on or adjacent to *backflow preventers* or equipment supplied with *backflow preventers* for the purpose of acceptance, identification and other purposes.

False Information

- 45. No *person* shall make a false statement in a *test report* prepared pursuant to this By-law.

Interference

- 46. No *person* shall hinder a *Certified Tester* from complying with this By-law.

Rejection of Test Report

- 47. The *General Manager, Engineering* may reject any *test report* submitted to the *City* that:
 - (a) contains false or misleading information;
 - (b) is completed and signed by a *person* other than a *Certified Tester*;
 - (c) is incomplete;
 - (d) has not been submitted to the *City* within the time specified in this By-law or the *standard*;
 - (e) is received by the *City* 90 calendar days or more after the date the field test was conducted; or
 - (f) is not conducted in accordance to this By-law and the *standard*.

48. The rejection of a *test report* as described in this By-law shall invalidate the field test or inspection of the *backflow preventer* to which the field *test report* applies.

PART 8 – OFFENCES AND PENALTIES

Offences

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

Penalties

50. 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).
51. 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.
52. Any *person* who contravenes any provision of this By-law is liable to the *City* for and must indemnify and hold harmless the *City*, its agents, employees and officers from and against any and all claims, demands, losses, costs, damages, actions, suits or proceedings 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.
53. The *City* may enforce compliance with the stipulations within this By-law or non-payment of fines by:
- (a) refusing to accept *test reports* from a *person*; and/or
 - (b) refusing to accept the validity of *test reports* submitted by a *Certified Tester*; and/or

- (c) requiring the immediate installation of the appropriate *backflow preventers* on the *service connection* located on the *City* property at the expense of the *consumer*.
54. All costs incurred by the *City* pursuant to Sections 18, 52 and 53(c) of this By-law may be recovered by the *City* in the same manner as unpaid property taxes.
55. Nothing in this By-law limits the *City* from utilizing any other remedy that is otherwise available to the *City* at law.

PART 9 – EFFECTIVE DATE

56. This By-law shall come into effect on the 1st day of September, 2013.

PART 10 – SEVERABILITY

57. 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 determines otherwise.

PART 11 – REPEAL

58. Surrey Waterworks Cross Connection Control By-law, 2007, No. 16335 and amendments thereto are hereby repealed.

PASSED FIRST READING on the 22nd day of July, 2013.

PASSED SECOND READING on the 22nd day of July, 2013.

PASSED THIRD READING on the 22nd day of July, 2013.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 29th day of July, 2013.

MAYOR

CITY CLERK

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Schedule "D" - Surrey Waterworks Regulation and Charges Bylaw

CITY OF SURREY



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

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CITY OF SURREY

BY-LAW NO. 16337

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

.....

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

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

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

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

AND WHEREAS it is necessary from time to time to expand the *waterworks system* to provide *service* to additional and other residents of the *City*;

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

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

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

PART 1 - CITATION

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

PART 2 - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

"CITY" means the City of Surrey.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"WATERWORKS" or "WORKS" means the *waterworks system* of the *City* of Surrey.

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

PART 3 – GENERAL PROVISIONS

3. *Council* may from time to time amend this By-law in whole or in part and may without limiting the generality of the foregoing establish or amend policies, criteria, *rates* and fees.
4. In this By-law words importing the male gender include the female gender and either includes neuter and vice-versa and words importing singular number include the plural number and vice versa.
5. The Schedules annexed hereto shall be deemed to be an integral part of this By-law.

Applicability of By-law

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

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

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

Supply of *Water Throughout the City*

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

No Obligation to Provide *Service*

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

Water Supplied to Private Water Utilities

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

Purpose of the Water Service

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

City Not Liable for Failure of the Water Supply

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

Pressure, Supply and Quality

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

PART 4 – ESTABLISHMENT OF WATER SERVICE

Work on the *Service Connection*

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

Interference with *Water Service*

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

Hydrant, Standpipe or Valve

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

Determination of Source of Water Service

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

Temporary Service Connection

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

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

Application for Installation of *Service Connection*

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

Statement of Use

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

Change or Addition in the Number, Type of Fixtures

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

PART 5 – DISCONTINUANCE OF A WATER SERVICE

Discontinuance of *Water Service*

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

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

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

Reconnection of Service Connection

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

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

PART 7 – RESPONSIBILITIES OF THE PUBLIC / OWNER / CONSUMER

Obstruction or Destruction of the *Water Works*

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

Private Disposition or Sale of *Water*

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

Maintenance of Private *Water Service*

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

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

Right of Inspection

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

Wastage of Water

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

Water Usage for Building Purposes

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

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

PART 8 – PREVENTION OF CONTAMINATION

Contamination, Cross Connection and Backflow Prevention

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

PART 9 – WATER METERS

Water Meter Requirements

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

Installation of Water Meters

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

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

Water Meter Rates and Credit

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

Responsibility for Maintenance of *Water Meters*

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

Testing of *Water Meters*

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

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

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

PART 10 – FIRE SERVICE

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

Fire Service Connection Costs

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

PART 11 – WATER MAIN EXTENSIONS

General Conditions

77. *Water main extensions* at the expense of the *City* shall only be provided in accordance with the program adopted by *Council* in the current annual budget of the *waterworks system* utility and any other capital funds raised by the *City* and specifically appropriated by the *Council* for *waterworks* construction.
78. The cost of constructing each such extension shall be shared by the *City* and the *owners* of the *benefiting lands* in accordance with the provisions and subject to the limitations in this By-law.
79. *Water main extensions* for which the *City* bears any portion of the cost, shall only proceed provided the costs are:
 - (a) recoverable in part or whole from each of the existing as well as future *parcels* of land that will be served by the *water main extensions*; and
 - (b) within the limit of the funds allocated for these purposes within the budget of the *water* utility; and

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

Water Main Extensions for Irrigation or Agriculture

80. *Water main extensions* for the purposes of irrigation or agriculture shall not be considered.
81. A *water main extension* for domestic *service* to a *parcel* in the agricultural land reserve, may be considered.
82. *Water main extensions* to *service* a *parcel* in the agricultural land reserve shall only be considered where the *owner* of the *parcel* so *serviced* acknowledges the restrictive nature of the *water* supply which includes *water* supply only for essential purposes such as normal household requirements including sanitation, human consumption and food preparation. Subject to the availability of *water* in excess of these purposes, *water* may also be used for other less essential, aesthetic enhancing purposes, such as lawn and *garden irrigation*, car washing and other cleaning processes. Such use to be in compliance with the provisions set out within the *City's* "Water Shortage Response By-law, 2004, No. 15454".

Application for Water Main Extensions

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

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

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

Water Main Extensions Proposed for Construction By An Applicant

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

Refunds

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

Upsizing of Water Mains

90. Where any *water main extension* is to be undertaken pursuant to the provisions of this By-law and where the *City*, in its discretion, determines a main of greater capacity should be installed than is required to provide *service* to the lands for which an application for extension has been made, the proponent will upsize the *water* main, the *City* shall pay the cost of providing such excess capacity, provided however that the proposed extension does not create an excessive burden for the *City* and the funds required are available. This provision shall apply only to upsizing of a *water* main of larger than 200mm diameter for residential zones, and 250mm diameter for industrial, commercial and institutional zones.

Recovery of City's Costs

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

General Provisions

92. Notwithstanding the provisions of this By-law, the *City* shall not be obligated to construct any *water main extension*:

- (a) if the supply of *water* available for distribution within the *waterworks system*, or any part of it, is inadequate to meet the needs of the *consumers* already receiving *service*; or
 - (b) if the existing *waterworks system* from where the extension is to be made is of inadequate capacity to supply the additional *service* proposed.
93. No provisions of this By-law shall be deemed to or be held to limit or restrict in any way the *Council* from exercising full jurisdiction and control over the operation of the *water system*, and the fact that any extension may have been installed without cost to the *City*, shall not in any way exempt the *persons* receiving *service* from any regulation, *rates*, order or by-law of the *City*, nor shall the payment of part or all of the construction costs by any *applicant* for *service* be construed as a guarantee by the *City* with respect to continuity or adequacy of *service*, or other conditions as outlined in Section 16.
94. No provisions of this By-law shall be deemed to or be held to exempt any *person* from payment of the *connection charges*, user *rates* or *frontage* taxes which may, from time to time, be imposed with respect to the *waterworks system* or any other by-law of the *City*.
95. All the provisions of this By-law with respect to *water main extension* shall be applicable as appropriate, to the expansion of the *waterworks system*.

PART 12 – RATES, FEES AND CHARGES

Establishing Water Rates, Fees and Charges

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

Water Service Rates, Fees and Charges

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

PART 13 – OFFENCES AND PENALTIES

Offences

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

Penalties

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

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

PART 14 – EFFECTIVE DATE

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

PART 15 – SEVERABILITY

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

PART 16 – REPEAL

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

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

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

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

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

MAYOR

CITY CLERK

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

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

APPLICATION FOR WATER SERVICE CONNECTION

I/WE, the undersigned _____ being the registered owner(s) in the New Westminster Land Title Office (the "Owner") of those lands and premises in the City of Surrey, in the Province of British Columbia known and described as:

Civic Address: _____ Parcel Identifier: _____
Legal Description: Lot ____ Block ____ Quarter Section ____ Township ____ Range ____ Plan ____
(the "Property")

apply for a water service connection to the Property (the "Connection").
The purpose for which the water service is required:

In consideration of the provision of the Connection by the City to the Owner and other good and valuable consideration (the receipt and sufficiency of which is acknowledged) the Owner, jointly and severally (where applicable) covenants and agrees with the City as follows:

1. That the Connection, if approved, will be subject to all conditions and limitations in Surrey Waterworks Regulation Bylaw, 2007 , No _____ , as amended from time to time, including subsequent to the date of this Agreement, (the "Bylaw");
2. To duly pay all the charges, rates, fees and taxes as prescribed by the Bylaw or bylaws of the City pertaining to the supply of water under the Connection;
3. To release, indemnify and save harmless the City, its elected and appointed officials, employees and agents from and against any and all liability, actions, causes of actions, claims damages, expenses, costs, debts, demands or losses suffered or incurred arising out of the breakdown or malfunction of a water facility, system or the Connection; _____ initials
4. To obtain from any purchaser, lessee, tenant or other transferee or occupier of the Property and to deliver to the City, an agreement to be bound by the terms of this Agreement. Provided that this agreement is obtained, then the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring **after** the Owner ceases to have any further interest in the Property;
5. That the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever; and
6. That nothing in the Bylaw shall be interpreted to mean that the City gives any assurance to the Owner with respect to the quality, pressure, quantity or continuance of the supply of water.

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

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

SURREY WATERWORKS REGULATION AND CHARGES BY-LAW, 2007, NO. 16337 - SCHEDULE "A-1"

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

APPLICATION FOR A TEMPORARY WATER SERVICE CONNECTION

I/WE, the undersigned _____ being the registered owner(s) in the New Westminster Land Title Office (the "Owner") of those lands and premises in the City of Surrey, in the Province of British Columbia known and described as:

Civic Address: _____ Parcel Identifier: _____
 Legal Description: Lot ____ Block ____ Quarter ____ Section ____ Township ____ Range ____ Plan ____
 (the "Property")

apply for a temporary water service connection to the Property (the "Temporary Connection").
 The purpose for which the water service is required:

In consideration of the provision of the Temporary Connection by the City to the Owner and other good and valuable consideration (the receipt and sufficiency of which is acknowledged) the Owner, jointly and severally (where applicable) covenants and agrees with the City as follows:

1. That the Temporary Connection, if approved, will be subject to all conditions and limitations in Surrey Waterworks Regulation Bylaw, 2007, No _____, as amended from time to time, including subsequent to the date of this Agreement, (the "Bylaw");
2. That the City may discontinue the Temporary Connection at its option with three months written notice;
3. To duly pay all the charges, rates, fees and taxes as prescribed by the Bylaw or bylaws of the City pertaining to the supply of water under the Temporary Connection;
4. To maintain the connecting pipe between the Temporary Connection and the Property in good condition at all times;
5. To support any application or petition by other Owner(s) for extension of a water main which will provide service directly to the Property;
6. To release, indemnify and save harmless the City, its elected and appointed officials, employees and agents from and against any and all liability, actions, causes of actions, claims damages, expenses, costs, debts, demands or losses suffered or incurred arising out of the breakdown or malfunction of a water facility, system or the Temporary Connection;
7. To obtain from any purchaser, lessee, tenant or other transferee or occupier of the Property and to deliver to the City, an agreement to be bound by the terms of this Agreement. Provided that this agreement is obtained, then the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring **after** the Owner ceases to have any further interest in the Property;
8. That the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever; and
9. That nothing in the Bylaw shall be interpreted to mean that the City gives any assurance to the Owner with respect to the quality, pressure, quantity or continuance of the supply of water.
10. To register a restrictive covenant pursuant to Section 219 of the Land Title Act R.S.B.C. 1996, c. 250 as amended, in a form acceptable to the City, on title to the Property, identifying all the requirements of the temporary water service connection as stated in the By-law.

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

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

SURREY WATERWORKS REGULATION AND CHARGES BY-LAW, 2007, NO. 16337 - SCHEDULE "A-2"

TO: CITY OF SURREY (the "City") DATE: _____

The General Manager, Engineering Department.

APPLICATION FOR WATER SERVICE CONNECTION TO AGRICULTURAL LANDS

I/WE, the undersigned _____ being the registered owner(s) in the New Westminster Land Title Office (the "Owner") of those lands and premises in the City of Surrey, in the Province of British Columbia known and described as:

Civic Address: _____ Parcel Identifier: _____
Legal Description: Lot ____ Block ____ Quarter Section ____ Township ____ Range ____ Plan ____
(the "Property")

apply for a water service connection to the Property (the "Connection") for the purpose of domestic use only. In consideration of the provision of the Connection by the City to the Owner and other good and valuable consideration (the receipt and sufficiency of which is acknowledged) the Owner, jointly and severally (where applicable) covenants and agrees with the City as follows:

1. That the Connection, if approved, will be subject to all conditions and limitations in Surrey Waterworks Regulation Bylaw, 2007 , No _____ , as amended from time to time, including subsequent to the date of this Agreement, (the "Bylaw");
2. To duly pay all the charges, rates, fees and taxes as prescribed by the Bylaw or bylaws of the City pertaining to the supply of water under the Connection;
3. To not rely upon the water supplied to the Property for the purpose of fire protection or fire-fighting or any other uses excepting essential household uses;
4. That provision of the Connection to the Property may result in increased water use which may affect the efficient functioning of the septic sewage disposal system on the Property. In connection therewith the Owner agrees to monitor and maintain any such septic sewage disposal system in accordance with the health standards and practices applicable to such septic sewage disposal system;
5. To release, indemnify and save harmless the City, its elected and appointed officials, employees and agents from and against any and all liability, actions, causes of actions, claims damages, expenses, costs, debts, demands or losses suffered or incurred arising out of the breakdown or malfunction of a water facility, system or the Connection, including without limitation:
 - (a) damages, death, injury or harm arising from the deliberate and inherent inability of the domestic water distribution system to provide fire protection, and
 - (b) damages, injury or harm to the Owner's septic sewage disposal system arising from the provision of water 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	)	_____ **(Signature of Owner)
_____)	
Address	)	_____ (Please Print Name)
_____)	
Occupation	)	_____ **(Signature of Owner)
_____)	
as to all signatures	)	_____ (Please Print Name)

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

SCHEDULE "B"

FLAT RATE CHARGES – EFFECTIVE JANUARY 1, 2018

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE "C"

USER RATES FOR METER CONSUMPTION – EFFECTIVE JANUARY 1, 2018

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

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

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

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

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

4. Adjustment Due to Faulty Meter

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

5. Undetected Leaks

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

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

SCHEDULE "D"
USER RATE CATEGORIES

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

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

SCHEDULE "D-1"

SPECIAL FEES

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

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

"SCHEDULE "E"
CONNECTION CHARGES

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

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

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

WATER MAIN EXTENSIONS BY AN *APPLICANT* WISHING TO FRONT-END ITS COSTS

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

Schedule "E" - Drinking Water Conservation Plan Bylaw Bylaw

CITY OF SURREY

BY-LAW NO. 15454

Drinking Water Conservation Plan By-law
.....

Amended by: 17588, 03/12/12; 18598, 12/14/15; 18721, 05/16/16; 19530, 04/09/18

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.

THE COUNCIL OF the CITY OF SURREY, in open meeting assembled, enacts as follows:

PART 1 : CITATION

1.1 This By-law may be cited as "Drinking Water Conservation Plan By-law, 2004, No. 15454".

PART 2 : DEFINITIONS AND INTERPRETATION

2.1 In this By-law:

- (a) "Automatic Shut-off Device" means a device attached to a water hose that shuts off the supply of water automatically unless hand pressure is applied to allow the supply of water.
- (b) "City" means the City of Surrey.
- (c) "City Engineer" means the General Manager, Engineering for the City or his or her designate.
- (d) "Commissioner" means the Commissioner of the Greater Vancouver Water District.
- (e) "Drip Irrigation" means a system using irrigation components which consume less than 20 gallons (91 litres) per hour and operate at less than 25 PSI (172 kPa) to deliver Water to the root zone of the plant material being irrigated.
- (e.1) "Lawns" includes grass growing on any lot, cemeteries, ornamental lawns at City facilities, and grassed boulevards, whether or not the grass is newly planted.
- (f) "Permit" means a permit issued under Part 5.
- (g) "Person" includes a municipality, a regional district, the government of British Columbia, and any body appointed or created under an enactment of Canada or British Columbia.

- (h) "Public Announcement" means one or more advertisements or public service announcements in any one of:
 - (i) a television or radio broadcast from a station that broadcasts to the City;
 - (ii) a newspaper or other publication intended for general circulation, including one that is distributed without charge to the reader, that contains news and advertising, and is distributed within the City at least once per week.
 - (i) "Restriction Stage" means Stage 1 Restrictions, Stage 2 Restrictions, Stage 3 Restrictions, or Stage 4 Restrictions.
 - (i.1) "Special Sprinkling Permit – Natural Pest Control" means a permit to grant special relaxation from the sprinkling regulation then in effect to water an existing Lawn after the application of natural pest control (nematode) with certain restrictions defined in the permit.
 - (i.2) "Special Sprinkling Permit – New Lawn" means a permit to grant special relaxation from the sprinkling regulation then in effect to water a newly seeded or sodded Lawn with certain restrictions defined in the permit.
 - (j) "Stage 1 Restrictions" means the restrictions on Water use described in sections 1.1 and 1.2 of Schedule 1.
 - (k) "Stage 2 Restrictions" means the restrictions on Water use described in sections 2.1 and 2.2 of Schedule 1.
 - (l) "Stage 3 Restrictions" means the restrictions on Water use described in sections 3.1 and 3.2 of Schedule 1.
 - (m) "Stage 4 Restrictions" means the restrictions on Water use described in sections 4.1 and 4.2 of Schedule 1.
 - (n) "Water" used as a noun means water supplied directly or indirectly by Greater Vancouver Water District or the City, whether or not mixed with rain water, gray water or recycled water.
 - (o) Deleted by Bylaw 18721.
 - (p) "Water" used as a verb, and "Watering", mean the application or distribution of Water (used as a noun) to lands or plants by any means, including but not limited to hoses, sprinklers, or Drip Irrigation.
 - (q) "Water Use Plan" means a Water Use Plan approved by the City Engineer under Part 4.
- 2.2 The schedules to this By-law are integral parts of this By-law.
- 2.3 The City Engineer may delegate some or all of his or her powers and duties under this By-law.

PART 3 : DECLARATION AND ANNOUNCEMENT OF RESTRICTION STAGES

- 3.1 (a) The Commissioner may, by letter to the City Clerk or other City official, declare that the Greater Vancouver Water District has activated a Restriction Stage.
- (b) If the Commissioner makes a declaration under subsection (a), the Restriction Stage described in the declaration comes into force in the City 72 hours after the Commissioner or the City Clerk or other City official makes a Public Announcement of the declaration.
- (c) When a Restriction Stage comes into force under this section, a Restriction Stage that had been in force, if any, ceases to be in force.
- 3.2 If no Restriction Stage is in force on May 1st of any year, Stage 1 Restrictions come into force on that date without prior declaration of the Commissioner or announcement under section 3.3.
- 3.3 (a) If the Commissioner declares that the Greater Vancouver Water District has activated Stage 1 Restrictions, a Public Announcement by the City Clerk or other City official or the Commissioner is sufficient for the purposes of paragraph 3.1(b) if it contains substantially the information set out in Schedule "2".
- (b) If the Commissioner declares that the Greater Vancouver Water District has activated Stage 2 Restrictions, a Public Announcement by the City Clerk or other City official or the Commissioner is sufficient for the purposes of paragraph 3.1(b) if it contains substantially the information set out in Schedule "3".
- (c) If the Commissioner declares that the Greater Vancouver Water District has activated Stage 3 Restrictions, a Public Announcement by the City Clerk or other City official or the Commissioner is sufficient for the purposes of paragraph 3.1(b) if it contains substantially the information set out in Schedule "4".
- (d) If the Commissioner declares that the Greater Vancouver Water District has activated Stage 4 Restrictions, a Public Announcement by the City Clerk or other City official or the Commissioner is sufficient for the purposes of paragraph 3.1(b) if it contains substantially the information set out in Schedule "5".
- 3.4 (a) No Restriction Stage remains in force after October 15th of any year, unless the Commissioner makes a declaration under this section.
- (b) At any time before or after October 15th of any year the Commissioner may, by letter to the City Clerk or other City official declare that notwithstanding subsection (a), a Restriction Stage will remain in force or come into force after October 15th.
- (c) Subsections 3.1(b), 3.1 (c) and section 3.3 apply to a declaration made under this section, with such changes as are necessary, except that a Public Announcement of a declaration under this section shall state that the Restriction Stage that is continued in force or that comes into force after October 15th will remain in force until further declaration of the Commissioner.
- (d) The Commissioner may make one or more declarations under this section.

- 3.5 (a) If at any time the City Engineer deems it to be in the public interest, he or she may direct that any and all less essential services be further reduced or curtailed until such time as the City Engineer deems it advisable to restore any or all of the services.
- (b) The City Engineer may impose restrictions under paragraph 3.5(a) in any part of the City or all of the City as he or she deems advisable.
- (c) Any such restrictions will come into force in the City 72 hours after the City Clerk or other City official makes a Public Announcement of the restriction.
- (d) No Person will act contrary to the restrictions imposed by the City Engineer pursuant to paragraph 3.5(a).

PART 4 : WATER USE PLANS

- 4.1 A representative or operator from a high outdoor consumer of water may apply in writing to the City Engineer for approval of a Water Use Plan stipulating:
- (a) the volume of Water historically consumed from May 1st to October 15th of the last five years;
- (b) the volume of Water projected to be consumed from May 1st to October 15th of each year under the proposed Water Use Plan;
- (c) the measures to be followed by the operator to conserve Water and to reduce the use of Water;
- (d) the schedule for Watering for each Restrictions Stage, except Stage 4;
- (e) reporting of actual water use to the City Engineer not less than once per month when Stage 1 Restrictions or Stage 2 Restrictions are in force, and not less than once every two weeks when Stage 3 Restrictions are in force; and
- (f) such other information or commitments, conditions or restrictions as the City Engineer may require.
- 4.2 The City Engineer may approve a proposed Water Use Plan in whole or in part, and may amend the proposed Water Use Plan, or add such other or further commitments, conditions and restrictions as the City Engineer considers advisable.
- 4.3 If the operator consents to adopt a Water Use Plan approved by the City Engineer it shall signify such consent in writing, specifying the date on which the operator will adopt the Water Use Plan, in which case the Water Use Plan shall come into force for that operation on the later of the date specified in the notice of consent, or the date on which the City Engineer receives the written notice of consent.
- 4.4 If the operator does not consent to adopt the Water Use Plan approved by the City Engineer, the Water Use Plan shall be of no force or effect.

- 4.5 If a Water Use Plan is in force for an operation, the operator shall comply with all conditions and restrictions set out in the Water Use Plan.
- 4.6 The City Engineer may terminate or suspend a Water Use Plan by notifying the operator in writing at least seven days before the termination date.
- 4.7 An operator may terminate a Water Use Plan by notifying the City Engineer in writing, in which case the Water Use Plan is terminated on the later of the date specified in the notice, or the date on which the City Engineer receives the notice.
- 4.8 When a Water Use Plan is terminated pursuant to clause 4.6 and 4.7 of this bylaw, the operator must follow and comply with the prevailing conditions and restriction of this bylaw.

PART 5 : PERMITS

Permits

- 5.1 A Person who:
 - (a) has installed a new Lawn, either by placing sod or turf or by seeding, or who has installed new landscaping on a substantial part of the outdoor portion of a premises may apply to the City Engineer for a Special Sprinkling Permit – New Lawn authorizing the Person to Water the new Lawn and new landscaping when Stage 1 Restrictions or Stage 2 Restrictions are in force, at times specified in the Permit, at the premises described in the Permit, during the currency of the Permit; or
 - (b) uses nematodes to treat European Chafer Beetles on an existing Lawn as natural pest control may apply to the City Engineer for a Special Sprinkling Permit – Natural Pest Control authorizing the Person to Water the Lawn more frequently when Stage 1 Restrictions or Stage 2 Restrictions are in force, at times specified in the Permit, at the premises described in the Permit, during the currency of the Permit.

A Permit under this section 5.1 will remain valid until the stated expiry date if the permit was issued prior to the announcement of Stage 3 Restrictions. No permit will be issued or renewed after the announcement of Stage 3 Restrictions. A Permit does not exempt the holder from Stage 4 Restrictions.

- 5.2 The City Engineer, upon being satisfied that an applicant qualifies under section 5.1, shall issue to the applicant:
 - (a) a Special Sprinkling Permit – New Lawn in the form set out in Schedule 6 upon payment by the applicant of a fee in the amount of \$35.00; or
 - (b) a Special Sprinkling Permit – Natural Pest Control in the form set out in Schedule 7 to the applicant and no fee is payable by the applicant.

- 5.3 A Permit issued under section 5.2 shall be affixed to a post facing the street serving the premises, beside the principal driveway so that it is visible from the street.
- 5.4 A Permit issued under section 5.2 shall expire and be of no force or effect 21 days after the date of its issue, unless the Person has been issued an extension under section 5.5.
- 5.5 Before or after the expiration of a Permit issued under section 5.2 a Person may apply for one extension of the Permit on the same terms and conditions as may be imposed under section 5.2. Such an extension shall end on or before 42 days from the date of the issue of the Permit under section 5.2.
- 5.6 Despite section 5.5, no new Special Sprinkling Permit – New Lawn or Special Sprinkling Permit – Natural Pest Control will be issued or renewed when Stage 3 Restrictions are in force. A Special Sprinkling Permit – New Lawn or Special Sprinkling Permit – Natural Pest Control issued under Stage 1 Restrictions or Stage 2 Restrictions will remain valid until the stated expiry date, provided that the conditions of the Permit are met at all times.
- 5.7 Despite section 5.5, any issued Special Sprinkling Permit – New Lawn or Special Sprinkling Permit – Natural Pest Control will no longer be valid when Stage 4 Restrictions are in force.

PART 6 : OFFENCES AND PENALTIES

- 6.1 Every Person who violates or contravenes any of the provisions of this By-law, or suffers or allows to be done any act or thing that violates or contravenes this By-law, commits an offence.
- 6.2 A prosecution under this By-law may be commenced by:
 - (a) proceedings under Division 3 of Part 8, of the *Community Charter*; or
 - (b) prosecution of the offence in accordance with the *Offence Act*.
- 6.3 Subject to section 6.4, if a prosecution is commenced pursuant to paragraph 6.2(b), upon conviction the offender shall be liable to pay a fine:
 - (a) for a first conviction for an offence, of not more than \$10,000 and not less than \$3000; and
 - (b) for a second or subsequent conviction for an offence, of not more than \$10,000 and not less than \$5000 for each offence.
- 6.4 Where a prosecution is commenced pursuant to paragraph 6.2(b) against a Person unlawfully using Water in a commercial operation while Stage 4 Restrictions are in effect, whether or not a Water Use Plan had been obtained for the commercial operation, upon conviction that Person shall be liable to pay a fine of not less than \$5000.
- 6.5 Paragraph 6.3(b) applies whether or not a second or subsequent conviction is for conduct that preceded the conduct that is the subject matter of the prosecution then before the court.

- 6.6 If an offence under this By-law continues for more than one day, separate fines each not exceeding the maximum fine for that offence may be imposed for each day or part thereof in respect of which the offence occurs or continues.
- 6.7 In a prosecution under this By-law the onus of establishing an exemption under subsections 1.2, 2.2, or 3.2 of Schedule 1 lies on the Person claiming the exemption.

PART 7: DATE OF COMING INTO FORCE

7.1 This By-law comes into force and takes effect on the date of its passing.

PASSED THREE READINGS by Council on the 19th day of July, 2004.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 26th day of July, 2004.

_____ Mayor

_____ Clerk

SCHEDULE 1: RESTRICTION STAGES

PART 1: STAGE 1 RESTRICTIONS

- 1.1 Subject to Section 1.2 of this Schedule, when Stage 1 Restrictions are in force, no Person shall:
- (a) Water Lawns, except:
 - (i) at residential premises with even numbered civic addresses, on Wednesdays and Saturdays between the hours of 4:00 a.m. and 9:00 a.m.;
 - (ii) at residential premises with odd numbered civic addresses, on Thursdays and Sundays between the hours of 4:00 a.m. and 9:00 a.m.;
 - (iii) at non-residential premises with even numbered civic addresses, including mixed-use building (combined residential and commercial usages), City and school lawns, parks and grassed boulevards, on Mondays between the hours of 1:00 a.m. and 6:00 a.m. and on Fridays between the hours of 4:00 a.m. and 9:00 a.m. Exemption may be granted to the City and school if operating under an approved Water Use Plan;
 - (iv) at non-residential premises with odd numbered civic addresses, including mixed-use building (combined residential and commercial usages), City and school lawns, parks and grassed boulevards, on Tuesdays between the hours of 1:00 a.m. and 6:00 a.m. and on Fridays between the hours of 4:00 a.m. and 9:00 a.m. Exemption may be granted to the City and school if operating under an approved Water Use Plan;
 - (b) use a hose providing Water to wash boats or motor vehicles, driveways, sidewalks, parkades, walls, roofs or other outdoor surfaces, unless the hose is equipped with an Automatic Shut-off Device.
 - (c) Water flowers, planters, shrubs and trees, excluding edible plants, except:
 - (i) by using handheld hose with Automatic shut-off device, soaker hose, water container or drip irrigation;
 - (ii) by using sprinkler at residential premises between the hours of 4:00 a.m. and 9:00 a.m.;
 - (iii) by using sprinkler at non-residential premises, including within mixed-use building (combined residential and commercial usages), City and school properties, between the hours of 1:00 a.m. and 9:00 a.m. Exemption may be granted to the City and school if operating under an approved Water Use Plan; or
 - (d) Water sand-based and soil-based playing fields, except:
 - (i) between the hours of 7:00 p.m. and 9:00 a.m.;

- (ii) if Watering newly seeded fields with a valid and subsisting Special Sprinkling Permit – New Lawn;
- (iii) if operating under an approved Water Use Plan.

1.2 Section 1.1 of this Schedule does not apply to:

- (a) a Person who waters a Lawn with a valid and subsisting Special Sprinkling Permit – New Lawn or Special Sprinkling Permit – Natural Pest Control, at premises described in the Permit, provided the Person is and has been at all times in compliance with the Permit;
- (b) Watering:
 - (i) Deleted
 - (ii) Deleted
 - (iii) golf courses, provided that the City may ask golf course operators to cut Water use on fairways by as much as possible;
 - (iv) turf at turf farms;
 - (v) artificial turf or outdoor tracks where Watering is required for dust control or safety; and
 - (vi) edible plants ;
- (c) Water Play Parks;
- (d) ornamental fountains and water features;
- (e) pools, spas and garden ponds;
- (f) pressure washing; or
- (g) indoor commercial car washes.

PART 2: STAGE 2 RESTRICTIONS

- 2.1 Subject to Section 2.2 of this Schedule, when Stage 2 Restrictions are in force, no Person shall:
- (a) Water Lawns, except:
 - (i) at residential premises with even numbered civic addresses, on Wednesdays between the hours of 4:00 a.m. and 9:00 a.m.;

- (ii) at residential premises with odd numbered civic addresses, on Thursdays between the hours of 4:00 a.m. and 9:00 a.m.;
 - (iii) at non-residential premises with even numbered civic addresses, including mixed-use building (combined residential and commercial usages), City and school lawns, parks and grassed boulevards, on Mondays between the hours of 1:00 a.m. and 6:00 a.m. Exemption may be granted to the City and school if operating under an approved Water Use Plan;
 - (iv) at non-residential premises with odd numbered civic addresses, including mixed-use building (combined residential and commercial usages), City and school lawns, parks and grassed boulevards, on Tuesdays between the hours of 1:00 a.m. and 6:00 a.m. Exemption may be granted to the City and school if operating under an approved Water Use Plan;
 - (v) fairways of golf courses, restricted to one day per week except if operating under an approved Water Use Plan;
- (b) use a hose providing Water to wash boats or motor vehicles, unless the hose is equipped with an Automatic Shut-off Device;
- (c) use a hose providing Water to wash driveways, sidewalks, parkades, walls, roofs or other outdoor surfaces, unless the hose is equipped with an Automatic Shut-off Device;
- (d) fill or top-up ornamental fountains or water features;
- (e) Water flowers, planters, shrubs and trees, excluding edible plants, except:
- (i) by using handheld hose with Automatic shut-off device, soaker hose, water container or drip irrigation;
 - (ii) by using sprinkler at residential premises between the hours of 4:00 a.m. and 9:00 a.m.;
 - (iii) by using sprinkler at non-residential premises, including mixed-use building (combined residential and commercial usages), City and school properties, between the hours of 1:00 a.m. and 9:00 a.m. Exemption may be granted to the City and school if operating under an approved Water Use Plan;
- (f) Water sand-based playing fields, except:
- (i) between the hours of 7:00 p.m. and 9:00 a.m.;
 - (ii) if Watering newly seeded fields with a valid and subsisting Special Sprinkling Permit – New Lawn;
 - (iii) if operating under an approved Water Use Plan; or

- (g) Water soil-based playing fields, except:
 - (i) if Watering no more than 4 days per week between the hours of 7:00 p.m. and 9:00 a.m.;
 - (ii) if Watering newly seeded fields with a valid and subsisting Special Sprinkling Permit – New Lawn;
 - (iii) if operating under an approved Water Use Plan;

2.2 Section 2.1 of this Schedule does not apply to:

- (a) a Person who Waters a Lawn with a valid and subsisting Special Sprinkling Permit – New Lawn or Special Sprinkling Permit – Natural Pest Control, at premises described in the Permit, provided the Person is and has been at all times in compliance with the Permit;
- (b) Watering:
 - (i) Deleted
 - (ii) greens and tee areas of golf courses. Fairway watering is allowed anytime on any one day in a 7-day period, except if operating under and approved Water Use Plan;
 - (iii) turf at turf farms;
 - (iv) artificial turf or outdoor tracks where Watering is required for dust control or safety; and
 - (v) edible plants ; or
- (c) Water Play Parks with user-activated switches;
- (d) pools and spas; or
- (e) indoor commercial car washes.

PART 3: STAGE 3 RESTRICTIONS

3.1 Subject to Section 3.1 of this Schedule, when Stage 3 Restrictions are in force, no Person shall:

- (a) Water:
 - (i) Lawns, except the Person who waters a Lawn with a valid and subsisting Special Sprinkling Permit – New Lawn or Special Sprinkling Permit – Natural Pest Control provided the Permit was issued prior to the

announcement of Stage 3 Restrictions and the Person is and has been at all times in compliance with the Permit;

- (ii) flowers, decorative planters, shrubs or trees, unless Watering is carried out by hand using containers, a hose equipped with an Automatic Shut-off Device, or drip irrigation and is not carried out using sprinklers or soaker hoses; and
 - (iii) fairways of golf courses unless if operating under approved Water Use Plan;
 - (iv) City and school lawns, parks, and grassed boulevards unless if operating under approved Water Use Plan
- (b) use a hose providing Water to wash boats or motor vehicles, unless the hose is equipped with an Automatic Shut-off Device, and the purpose of washing is to maintain visibility of lights or license plates, or the ability to see through windows, or is otherwise required for the safe operation of the boat or motor vehicle;
- (c) at any premises, use a hose or pressure washer providing Water to wash driveways, sidewalks, parkades, walls, roofs or other outdoor surfaces, unless the hose or pressure washer is equipped with an Automatic Shut-off Device and the purpose of washing the surface is:
- (i) to prepare the surface for painting, sealing, or similar treatment; or
 - (ii) for the health or safety of any Person;
- (d) deleted by Bylaw 18721;
- (e) deleted by Bylaw 18721;
- (f) fill or top-up ornamental fountains or water features;
- (g) use Water to fill or top-up pools, spas or hot tubs, except for pools, spas, and hot tubs with a valid operating permit from the health authority having jurisdiction over pool and hot tub regulation;
- (h) Deleted
- (i) Water sand-based playing fields, except:
- (i) if Watering no more than 5 days per week between the hours of 7:00 p.m. and 9:00 a.m.;
 - (ii) if Watering newly seeded fields with a valid and subsisting Special Sprinkling Permit – New Lawn;
 - (iii) if operating under an approved Water Use Plan; or
- (j) Water soil-based playing fields, except:

- (i) if Watering no more than 3 days per week between the hours of 7:00 p.m. and 9:00 a.m.;
- (ii) if Watering newly seeded fields with a valid and subsisting Special Sprinkling Permit – New Lawn;
- (iii) if operating under an approved Water Use Plan;

3.2 Section 3.1 of this Schedule does not apply to:

- (a) Watering:
 - (i) Deleted;
 - (ii) greens and tee areas of golf courses, limited to the minimum levels required to maintain areas in useable condition;
 - (iii) turf at turf farms;
 - (iv) artificial turf or outdoor tracks where Watering is required for dust control or safety; and
 - (v) edible plants
- (b) Water Play Parks with user-activated switches; or
- (c) indoor commercial car washes.

PART 4: STAGE 4 RESTRICTIONS

4.1 Subject to Section 4.2 of this Schedule, when Stage 4 Restrictions are in force, no Person shall:

- (a) Water:
 - (i) Lawns, whether newly planted or otherwise;
 - (ii) flowers or flower gardens, vegetables or vegetable gardens, decorative planters, shrubs or trees;
 - (iii) outdoor tracks; and
 - (iv) City and school lawns, parks, grass boulevards, yards, sports fields, soil- and sand-based playing fields;
- (b) use a hose providing Water to wash boats or motor vehicles, unless the hose is equipped with an Automatic Shut-off Device, and the purpose of washing is to maintain visibility of lights or license plates, or the ability to see through windows, or is otherwise required for the safe operation of the boat or motor vehicle;

- (c) use a hose or pressure washer providing Water to wash sidewalks, driveways, walls, roofs or other outdoor surfaces, unless the hose is equipped with an Automatic Shut-off Device, and the washing has been ordered by a regulatory authority;
- (d) operate ornamental fountains or water features;
- (e) operate a Water Play Park or public pool;
- (f) use Water to fill or top-up pools, spas, garden ponds or ornamental fountains;
- (g) operate a car wash, whether or not it is an indoor car wash; or
- (h) use Water from a hose providing Water unless the hose is equipped with an Automatic Shut-off Device where engaged in an activity not prohibited in paragraphs 4.1(a) through (g) of this Schedule.

4.2 For greater certainty, Section 4.1 of this Schedule applies to all areas of:

- (a) golf courses;
- (b) turf farms and nurseries; and
- (c) cemeteries.

4.3 All Special Sprinkling Permit issued for lawn watering is invalidated.

PART 5: EXEMPTIONS

5.1 The restrictions set out in Parts 1 to 3 of this Schedule do not apply to a Person operating under a valid and subsisting Water Use Plan issued under Part 4 of this By-law, provided that the Person is in compliance with the Water Use Plan.

SCHEDULE 2: INFORMATION FOR PUBLIC ANNOUNCEMENT OF STAGE 1 RESTRICTIONS

A Public Announcement of Stage 1 Restrictions is sufficient for the purposes of Section 3.3 of this By-law if it includes substantially the following information:

- That lawn watering is allowed at residential premises only from 4 AM to 9 AM
- That even-numbered residential addresses may water only on Wednesdays and Saturdays, and that odd-numbered residential addresses may water only on Thursdays and Sundays
- That lawn watering is allowed at non-residential premises, including mixed-use building (combined residential and commercial usages), City and school properties, with even-numbered addresses only on Mondays from 1 AM to 6 AM and on Fridays from 4 AM to 9 AM. Exemption may be granted to the City and school if operating under an approved Water Use Plan
- That lawn watering is allowed at non-residential premises, including mixed-use building (combined residential and commercial usages), City and school properties, with odd-numbered addresses only on Tuesdays from 1 AM to 6 AM and on Fridays from 4 AM to 9 AM. Exemption may be granted to the City and school if operating under an approved Water Use Plan
- That edible plant watering is allowed at any time using any devices or tools;
- That flowers, shrubs and trees watering is allowed at any time using hand held hose with automatic shut-off device, soaker hose, water container or drip irrigation;
- That flower, shrub and tree watering using sprinkler device is allowed on any day from 4 AM to 9 AM for residential and from 1 AM to 9 AM for non-residential, including within mixed-use building (combined residential and commercial usages), City and school properties. Exemption may be granted to City and school if operating under an approved Water Use Plan;
- That when washing a boat or motor vehicle other than at commercial car wash, or hosing or pressure washing outdoor surfaces, water hoses must be equipped with an automatic shut-off device (a nozzle that shuts off automatically unless hand pressure is applied)
- That watering sand-based and soil-based playing fields is allowed between 7 PM and 9 AM, except:
 - (i) if watering newly seeded fields with a valid and subsisting Special Sprinkling Permit – New Lawn; or
 - (ii) if operating under an approved Water Use Plan.

SCHEDULE 3: INFORMATION FOR PUBLIC ANNOUNCEMENT OF STAGE 2 RESTRICTIONS

A Public Announcement of Stage 2 Restrictions is sufficient for the purposes of Section 3.3 of this By-law if it includes substantially the following information:

- That lawn watering is allowed at all premises only one day per week
- That even-numbered residential addresses may water only on Wednesdays from 4 AM to 9 AM, and that odd-numbered residential addresses may water only on Thursdays from 4 AM to 9 AM
- That even-numbered non-residential addresses, including mixed-use building (combined residential and commercial usages), City and school properties may water only on Mondays from 1 AM to 6 AM, and that odd-numbered non-residential addresses, including mixed-use building (combined residential and commercial usages), City and school properties may water only on Tuesdays from 1 AM to 6 AM. Exemption may be granted to the City and school if operating under an approved Water Use Plan
- That hosing or pressure washing of outdoor surfaces is allowed using a hose or pressure washer that is equipped with an automatic Shut-off Device (a nozzle that shuts off automatically unless hand pressure is applied)
- That filling or topping-up decorative water features is prohibited
- That when washing a boat or motor vehicle other than at commercial car wash, water hoses must be equipped with an automatic shut-off device (a nozzle that shuts off automatically unless hand pressure is applied)
- That watering of fairways is allowed once a week, except when operating under an approved Water Use Plan
- That operating water spray park is prohibited unless if it is equipped with user-activated switches
- That edible plant watering is allowed at any time using any devices or tools
- That flowers, shrubs and trees watering is allowed at any time using hand held hose with an automatic shut-off device, soaker hose, water container or drip irrigation
- That flower, shrub and tree watering using a sprinkler device is allowed on any day from 4 AM to 9 AM for residential premises and from 1 AM to 9 AM for non-residential premises, including within mixed-use building (combined residential and commercial usages), City and school properties. Exemption may be granted to the City and school if operating under an approved Water Use Plan
- That watering sand-based playing fields is allowed between 7 PM and 9 AM, except:

- (i) if watering newly seeded fields with a valid and subsisting Special Sprinkling Permit – New Lawn; or
 - (ii) if operating under an approved Water Use Plan
- That watering soil-based playing fields is allowed no more than 4 days per week between 7 PM and 9 AM, except:
 - (i) if watering newly seeded fields with a valid and subsisting Special Sprinkling Permit – New Lawn; or
 - (ii) if operating under an approved Water Use Plan;

SCHEDULE 4: INFORMATION FOR PUBLIC ANNOUNCEMENT OF STAGE 3 RESTRICTIONS

A Public Announcement of Stage 3 Restrictions is sufficient for the purposes of Section 3.3 of this By-law if it includes substantially the following information:

- That lawn watering is not allowed by homes or businesses
- That watering City and school lawns, parks and grass boulevard is not allowed, unless if operating under an approved Water Use Plan
- That gardens, shrubs, trees and flower beds may only be watered by hand, by containers or by drip irrigation
- That edible plant watering is allowed at any time using any devices or tools
- That pressure washing or hosing is only allowed for health, safety or preparing a surface for painting
- That filling or topping-up decorative water features is prohibited
- That operating water spray park is prohibited unless if it is equipped with user-activated switches
- That washing of vehicles is restricted to features required for safety (windows, lights, licenses), and the hoses used must be equipped with an automatic shut-off device (a nozzle that shuts off automatically unless hand pressure is applied)
- That filling or topping-up of swimming pools, spas and hot tubs is prohibited, except for a facility with a valid operating permit from the health authority having jurisdiction over pool and hot tub regulation
- That watering sand-based playing fields is allowed at no more than 5 days per week between 7 PM and 9 AM, except:
 - (i) if watering newly seeded fields with a valid and subsisting Special Sprinkling Permit – New Lawn; or
 - (ii) if operating under an approved Water Use Plan;
- That watering soil-based playing fields is allowed at no more than 3 days per week between 7 PM and 9 AM, except:
 - (i) if watering newly seeded fields with a valid and subsisting Special Sprinkling Permit – New Lawn; or
 - (ii) if operating under an approved Water Use Plan;
- That watering of fairways is prohibited, except when operating under an approved Water Use Plan

SCHEDULE 5: INFORMATION FOR PUBLIC ANNOUNCEMENT OF STAGE 4 RESTRICTIONS

A Public Announcement of Stage 4 Restrictions is sufficient for the purposes of Section 3.3 of this By-law if it includes substantially the following information:

- That lawn watering by homes or businesses is prohibited
- All special sprinkling permit issued for lawn watering is invalidated
- That watering of City and school lawns, parks, grass boulevards, yards, sport fields, soil- and sand-based playing fields is prohibited
- That watering of gardens, shrubs, trees, flower beds including edible plants by any method is prohibited
- That drip irrigation is prohibited
- That private and commercial hosing or pressure washing is prohibited except if ordered by a regulatory authority
- That washing of vehicles using any method is prohibited except for features required for safety (windows, lights, licenses), including at commercial car washes
- That filling or topping-up decorative water features is prohibited
- That filling or topping-up spas, hot tubs and swimming pools is prohibited
- That the operation of water spray parks is prohibited



Special Sprinkling Permit – New Lawn

Watering of Newly Turfed or Seeded Lawns

This is to confirm that the residence at _____ has been granted a special relaxation from the sprinkling regulations now in effect and the resident is permitted to water the newly seeded/sodded lawn, in accordance with the following time restrictions, for a period of twenty-one (21) calendar days from the date of installation. **Should Stage 4 Restrictions be announced, this Permit is no longer valid.**

Sprinkling Permitted:

Days: Every day for three (3) weeks.

Time: 4:00 a.m. to 9:00 a.m.

Permit Effective Date:

From: _____ To: _____

Non-Refundable administration fee received.
(Receipt No. _____) File: 4520-09

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

OWNER'S/APPLICANT'S STATEMENT:

I acknowledge that:

- a. this Permit is required to be visibly displayed on the lawn of the residence during its term and that it will be an infraction of Drinking Water Conservation Plan By-law, 2004, No. 15454 if this Permit is not so displayed;
- b. this Permit is issued specifically for lawn seeded/sodded within the last three weeks from the date of this application, as supported by an invoice or delivery slip from the professional landscape contractor who installed it;
- c. the permitted watering will be done only during the hours stipulated on this Permit;
- d. the fee paid is non-refundable;
- e. this Permit is issued to the property at this address for a period of 21 days and may be renewed only once for an additional period of 21 days, if required, upon subsequent application to the City;
- f. upon expiry of this Permit, the prevailing watering restrictions or ban will be applicable and observed;
- g. the City may withdraw or nullify this Permit at any time and will be under no obligation to refund the fee or provide any explanations; and
- h. should Stage 4 Restrictions be announced, this Permit is no longer valid.

Date of installation of new turf or seeding: _____

(Owner/Applicant)

(Signature)

Special Sprinkling Permit – Natural Pest Control

Watering of Existing Lawn after Application of Natural Pest Control (Nematode)

Property Address:

Permit Effective Date:

From: _____ To: _____

Days: Every day, for the period of 14 days; Time: 4:00 a.m. to 9:00 a.m.

Irrigation at this property is permitted outside of current water sprinkling restriction until the expiry date mentioned above. **Should Stage 4 Restrictions be announced, this Permit is no longer valid.** This Permit **MUST BE VISIBLY DISPLAYED** at the front of the property during its term.

OWNER'S/APPLICANT'S STATEMENT:

I acknowledge that:

- a. This Permit is required to be visibly displayed on the lawn of the residence during its term and that it will be an infraction of Drinking Water Conservation Plan By-law, 2004, No. 15454 if this Permit is not so displayed;
- b. This Permit is specifically issued for naturally treating European Chafer Beetles in the property lawn by applying nematode treatment;
- c. The permitted watering will be done only during the hours stipulated on this Permit;
- d. This Permit is issued to the property at this address for a period of 14 days and may be renewed only once for an additional period of 14 days, if required, upon subsequent application to the City;
- e. Upon expiry of this Permit, the prevailing watering restrictions or ban will be applicable and observed;
- f. The City may withdraw or nullify this Permit at any time and will be under no obligation to provide any explanations; and
- g. Should Stage 4 Restrictions be announced, this Permit is no longer valid.

(Owner/Applicant)

(Signature)

SANITARY SEWER SERVICE AGREEMENT

This Agreement dated the _____ day of July, 2018.

BETWEEN:

CITY OF SURREY,
13450 – 104 Avenue, Surrey, BC V3T 1V8
(the "City")

OF THE FIRST PART

AND:

SEMIAHMOO FIRST NATION
16049 Beach Road, Surrey, B.C. V3Z 9R6
(collectively the "Semiahmoo")

OF THE SECOND PART

WHEREAS:

A. The lands outlined in bold black line on the Plan hereto attached and marked Schedule "A" to this Agreement are Reserve Lands within the meaning of the *Indian Act*, R.S.C. 1970, Ch. I-6 (the "*Indian Act*") located in the Province of British Columbia and more particularly known and described as:

Semiahmoo Indian Reserve, containing an area of 129.1 hectares more or less,
(the "Lands")

and vested in Her Majesty The Queen in Right of Canada for the use and benefit of the Semiahmoo, being part of a reserve known as the Semiahmoo Reserve (the "Reserve").

B. The City has an existing sanitary sewer collection system (the "System") and collects sanitary sewage from properties within the City and conveys it to the Greater Vancouver Sewerage & Drainage District (the "GVS&DD") for treatment.

C. The Semiahmoo is desirous of obtaining sanitary sewer service for the Lands and has requested the City to provide at Semiahmoo's expense a connection (the "Sanitary Sewer Tie-In") to the City's 450mm diameter sanitary sewer along 16025 8 Avenue to convey sanitary sewage generated on the Lands.

D. This Agreement is required to provide a vehicle through which Semiahmoo can, under the terms and conditions hereinafter set forth, convey sanitary sewage to the City's System solely to meet the day to day needs of Semiahmoo's reserve population, a total equivalent population of no more than 450 people to a maximum peak flow rate of 8 litres per second and a maximum dissolved hydrogen sulfide level of 0.05 milligrams per litre (hereinafter referred to as the "Permitted Sewer Use").

E. The City is proposing to construct and will construct a sanitary sewer connection from the City's 450mm diameter sanitary sewer along 16025 8 Avenue to a control valve along 8 Avenue with all required fittings and appurtenances to the Sanitary Sewer Tie-In (the "City Sewerworks").

F. All of the City Sewerworks will be owned, operated and maintained by the City.

G. The City is proposing to construct and will construct the City Sewerworks.

H. The Semiahmoo is proposing to construct and will construct their own sanitary sewer collection system on the Lands complete with all required fittings and appurtenances and chambers for the Permitted Sewer Use (the "Semiahmoo Sewerworks") to the connection of the City Sewerworks.

I. All of the Semiahmoo Sewerworks will be owned, operated and maintained by Semiahmoo.

J. The Semiahmoo by Semiahmoo Council Resolution have consented to the terms and conditions hereinafter set in accordance with the provisions of the *Indian Act*, R.S.C. 1985, c. I-5. A copy of the Band Council Resolution is attached to this Municipal Type Service Agreement as Schedule "B".

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and other good and valuable consideration and the mutual covenants hereinafter set out, (the sufficiency of which is hereby acknowledged) the parties covenant and agree each with the other as follows:

1. The SEMIAHMOO ACKNOWLEDGES, COVENANTS AND AGREES with the City:

SERVICES

- (a) that an experienced firm of Professional Engineers shall be engaged by and at the expense of the Semiahmoo to be in control of the design of the City Sewerworks and to provide construction administration services of the City Sewerworks and the design and construction of the Semiahmoo Sewerworks and to certify substantial conformity of such systems to the specifications and standards of the City, and where the City's standards and specifications are not explicit, to good engineering practice and standards;
- (b) to provide and construct at their expense the Semiahmoo Sewerworks designed under a seal of a Professional Engineer;
- (c) to fully reimburse the City the costs to construct the City Sewerworks;
- (d) to provide and install a chamber complete with a flow meter, associated supervisory control and data acquisition (SCADA) system and electrical service (the

“Equipment”). The Equipment shall be located at or near the sanitary pump station on the Lands, at a location approved by the City;

- (e) to provide to the City within thirty (30) days after completion of the City Sewerworks and the Semiahmoo Sewerworks, as-built drawings showing the locations of the City Sewerworks and the Semiahmoo Sewerworks;

REPAIRS AND MAINTENANCE

- (f) to remain responsible for and to maintain and upkeep in good repair and operating condition in accordance with the City's standards, practices and Bylaws, all the Semiahmoo Sewerworks within the Lands;

PAYMENT OF SERVICES

- (g) to pay for sewage collection by the City at the rates set out in Schedule "C" of Surrey Sanitary Sewer Regulation and Charges Bylaw, 2008, No. 16611, as amended from time to time (the "Surrey Sanitary Sewer Regulation and Charges Bylaw"), attached hereto and marked as Schedule "C" to this Agreement;
- (h) to pay for the full amount of sanitary sewage collected as measured by the flow meter, according to the then current rate applicable as set out in Clause 2.2.1 hereof with no reduction on account of any waste of water, or inflow or infiltration;
- (i) in the event of a failure of the flow meter, to pay for the amount of sanitary sewage collected based on eighty percent (80%) of the total quantity of water supplied as measured by the water meter(s) servicing the Lands, according to the then current rate applicable as set out in Clause 2.2.1 (g) hereof with no reduction on account of any waste of potable water or leakage;
- (j) to within thirty (30) days from the date of billing remit payments due to the City in respect of the quantity of sanitary sewage conveyed, together with any amount representing interest on accounts rendered, as presented to the Semiahmoo;
- (k) to reimburse the City for, and, within thirty (30) days from the date of billing, to remit payments to the City in respect of any costs related to the construction of the City Sewerworks;
- (l) to reimburse the City for, and, within thirty (30) days from the date of billing, to remit payments to the City in respect of any maintenance performed by the City on the Semiahmoo Sewerworks;
- (m) that the City will make available the calculation and factors that substantiate the fees with each utility bill;
- (n) to be responsible to provide electricity at their sole cost for the operation of the flow meter and SCADA system installed in the chamber;

RIGHTS

- (o) Semiahmoo hereby releases, indemnifies and saves 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 by Semiahmoo arising from the granting or existence of this Sanitary Sewer Service Agreement including without limitation anything regarding the City's ability to receive any sanitary sewage from the Lands;
 - (p) that the Semiahmoo shall not, without the express permission of the City, extend its sanitary sewer service area nor shall it sell, dispose of, or permit sanitary sewage to be collected from other properties;
 - (q) Semiahmoo will provide the City unrestricted access to the Equipment in the chamber at all times;
 - (r) that the City shall have the right to remove the flow meter for testing and if meter testing result indicates that the percentage accuracy of the meter is less than 95% or greater than 105%, the City shall have the right to have the meter repaired or replaced at the expense of the Semiahmoo; and
 - (s) Notwithstanding anything in this agreement, if Semiahmoo wishes to increase the Permitted Sewer Use beyond the maximum capacity, agreement of which will be established through a separate agreement between the parties, the City at its discretion may require Semiahmoo to construct new sanitary sewer infrastructure in a different location at the cost of Semiahmoo, and if that occurs the connection of the Semiahmoo Sewerworks to the City Sewerworks is to be discontinued without any reimbursement to Semiahmoo.
2. The City COVENANTS AND AGREES with the Semiahmoo:
- (a) to collect sanitary sewage from the Semiahmoo at each Sanitary Sewer Tie-In for only the Permitted Sewer Use under the terms and conditions set out in this Agreement.
3. IT IS MUTUALLY UNDERSTOOD, AGREED AND DECLARED BETWEEN THE PARTIES THAT:
- (a) the City is not liable for the failure of the sanitary sewer including without limitation anything regarding a change in operating conditions of the sanitary sewer service or service connection, for the purposes of making repairs, extensions, alterations or improvements 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 Sewerworks system, or for any reason whatsoever;

TERMINATION

- (b) the City shall be lawfully entitled to reduce the quantity of sanitary sewage collected from the Semiahmoo and to entirely discontinue the provision of collection of sanitary sewage from the Semiahmoo after having served an appropriate notice, in any of the following circumstances:
- (i) the Semiahmoo's failure to maintain the Semiahmoo Sewerworks within ten (10) days after being given notice in writing from the City requiring maintenance to be performed;
 - (ii) the Semiahmoo's failure to pay any outstanding City sanitary sewer utility bill;
 - (iii) when in the sole opinion of the Council of the City there has been any change in the Permitted Sewer Use;
 - (iv) the maximum peak flow rate recorded by the meter at the Sanitary Tie-In is greater than 8 litres per second; and
 - (v) the maximum dissolved hydrogen sulfide level observed at the Sanitary Sewer Tie-In is greater than 0.05 milligrams per litre.
- (c) it shall be lawful for the Semiahmoo to terminate this Agreement after providing a thirty (30) day written notice to the City;
- (d) except as otherwise provided, if the Semiahmoo or any member of the Semiahmoo is in breach of any covenant contained in this Agreement and if such breach continues after thirty (30) days from the date of receipt of notice in writing by the Semiahmoo from the City of such breach, then the City may terminate this Agreement and discontinue the collection of sanitary sewage from the Semiahmoo after serving an appropriate notice;
- (e) the Semiahmoo's failure to comply with any of the provisions of the Surrey Sanitary Sewer Regulation and Charges Bylaw;
- (f) unless terminated earlier pursuant to the provisions of this Agreement, the term of this Agreement shall be for five (5) years from the date hereof. If the Semiahmoo duly and regularly pays the rates, sums and charges herein provided in this Agreement and performs each and every covenant and proviso set out, this Agreement will remain in force for four (4) successive five (5) year periods and may be terminated any time after the expiry of the first (5) five year period by either party giving a written one (1) year notice in advance;

REVIEW AND THE AGREEMENT MONITORING COMMITTEE

- (g) at least annually or as often as the parties may otherwise agree, the General Manager, Engineering or their delegated representative shall meet with Semiahmoo

the parties shall meet to review the terms and conditions of this Agreement (the “Sanitary Sewer Collection Agreement Monitoring Committee”);

- (h) the Sanitary Sewer Collection Agreement Monitoring Committee shall:
 - (i) review changes in service needs, capacity or delivery;
 - (ii) facilitate interpretation and implementation of this Agreement to mitigate potential service disruptions;
 - (iii) recommend amendments to the Agreement; and
 - (iv) initiate review of the Agreement at least one year prior to the expiration of every five-year period during the Term of this Agreement.

GENERAL

- (i) any notices which may be or is required under this Agreement must be in writing and delivered or sent by facsimile transmission addressed:

To the City: City of Surrey
 13450 – 104 Avenue
 Surrey, BC V3T 1V8
 Fax: (604) 591-8693

Attention: General Manager, Engineering

To the Semiahmoo: Semiahmoo First Nation
 16049 Beach Road
 Surrey, B.C. V3Z 9R6
 Fax: (604) 536-6116

Attention: Band Administrator

Unless either party provides to the other written notice of another address for delivery;

- (j) nothing contained in this Agreement or implied hereunder shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered by the Semiahmoo;
- (k) this Agreement may be amended from time to time in writing by mutual agreement of the Parties.

- (l) this Agreement shall not be construed so as to create any greater standard of care or liability on the part of the City in respect of the collection of sanitary sewage from the Semiahmoo than that which applies to the collection of sanitary sewage from the inhabitants of the City;
- (m) this Agreement shall not be construed so as to prejudice or in any way affect the Semiahmoo's or the Federal Crown's interest in and over the Reserve or provide, in any manner whatsoever, the City with any jurisdiction it otherwise does not have over the Reserve;
- (n) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; and
- (o) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

CITY OF SURREY)
 by its authorized signatories)
)
 _____)
 Linda Hepner)
 Mayor)
)
 _____)
 Jane Sullivan)
 City Clerk)

SEMIAHMOO FIRST NATION
 By its authorized signatory:)
)
 _____)
 Chief Harley Chappell)
)
)



Schedule "A" - Map of Reserve Lands
 Schedule "B" - Band Council Resolution
 Schedule "C" - Surrey Sanitary Sewer Regulation and Charges Bylaw

Schedule "A" - Map of Reserve Lands

AERIAL PHOTOGRAPH OF SITE SCHEDULE "A"



LEGEND

-  Semiahmoo Indian Reserve (The "Lands")
-  Parks

Produced by GIS Section: 07-May-2018, C9W

Date of Aerial Photograph: April 2017

Scale: 1:12,883 



Semiahmoo Indian Reserve (The "Lands")

ENGINEERING DEPARTMENT

The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, Legal descriptions and encumbrances must be confirmed at the Land Title Office.

Source: G:\MAPPING\GIS\Maps\CorporateReps\Utility\CW_SemiahmooLands.mxd

Schedule "B" - Band Council Resolution

Schedule "C" - Surrey Sanitary Sewer Regulation and Charges Bylaw

CITY OF SURREY



Surrey Sanitary Sewer Regulation and Charges By-law, 2008, No. 16611

**CITY OF SURREY
BY-LAW NO. 16611**

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CITY OF SURREY

BY-LAW NO. 16611

A By-law to regulate extensions, connections, and use of the sanitary sewerage system and to impose connection charges, inspection fees, user rates and maintenance charges for the use of sewers.

.....

As amended by By-law No. 17066, 12/14/09; 17307, 01/10/11; 17288, 02/07/11; 17553, 02/06/12; 17828, 12/17/12; 17956, 07/08/13; 18121, 01/13/14; 18392, 02/02/15; 18575, 12/14/15; 18967, 12/19/16; 19414, 12/18/17

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

WHEREAS the Community Charter, S.B.C. 2003, c. 26 authorizes the *City* to operate a *sanitary sewerage 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 *sewer* service;

AND WHEREAS the *City* has constructed and is operating and maintaining a system of sanitary *sewers* on a self-liquidating basis 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 *sanitary sewerage 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 *sanitary sewerage system*;

AND WHEREAS it is deemed equitable that the cost of operating, maintaining and upgrading the *sanitary sewerage 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 shall be cited for all purposes as "Surrey Sanitary Sewer Regulation and Charges By-law, 2008, No. 16611".

PART 2 – DEFINITIONS

2. In the construction and interpretation of this By-law, words and terms will have the following meaning 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, inspection, administration, processing, right-of-way negotiations, acquisitions and registration, and liaison with, and/or fulfilling requirements of other utilities or agencies.

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

"APARTMENT HOUSE" 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 unit.

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

- (a) install new or alter existing *sewer* services;
- (b) approve the use of an existing *sewer* connection for a new development; or
- (c) extend a public *sewer* or *sewers* and *sewer* services,

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

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

"BUILDING BY-LAW" means the "Surrey Building By-law, 1987, No. 9011", 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.

"BUILDING SANITARY SEWER" means a pipe, including manholes and inspection chambers laid on a *property* connecting a *service connection* with a house, building, or structure on the *property*.

"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 "C" to this By-law, including any *latecomer charges* or *local service tax*.

"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 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*.

"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.

"DOMESTIC WASTE" means *waste* produced on *real property* or in premises which is solely used for residential purposes.

"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.

"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 "SEWER EXTENSION" means any installation or construction of pipes, conduits, *sewer mains*, appurtenances, *sewage* lagoons and other equipment and facilities for collecting and transporting *waste* on any highway or *City* road right-of-way from the most suitable existing *sanitary sewerage system*, having sufficient surplus capacity to provide service to the *real properties* to be served, in accordance with the current *Design & Construction Standards*. An *extension* does not include the upgrading or replacement of any existing part of the *sanitary sewerage system*, nor does it include installation or construction of *service connections*.

"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.

"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*.

"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* or 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.

"GVS&DD BY-LAW" means the "Greater Vancouver Sewerage & Drainage District Sewer Use By-law No. 299, 2007" enacted by the Greater Vancouver Sewerage and Drainage District pursuant to the *Environmental Management Act* and the *Greater Vancouver Sewerage and Drainage District Act*, as may be amended or replaced from time to time.

"HYDRAULIC HEAD" means the flow of *sewage* is operating against resistance and the flow depth is above the crown of the *sewer* pipe.

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

"LATECOMER AGREEMENT" means a written agreement in the form prescribed by the *General Manager, Engineering*, under which the *City* agrees to impose a charge on the *benefiting 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*.

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

"LOW PRESSURE SYSTEM" means a *sanitary sewerage system* consisting of on-site, privately owned, operated and maintained *sewage pumps*, with discharge pipes connected to a *City* owned and operated low pressure *sewage* forcemain or gravity *sewer*. The entire length of the *service connection* is private, even that portion within the public right-of-way.

"MULTIPLE UNIT RESIDENTIAL BUILDING" means a building which contains two or more *dwelling units*, excluding *secondary suites*.

"NON-DOMESTIC WASTE" shall have the meaning assigned in the *GVS&DD By-law*.

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

- (a) the registered owner of an estate in fee simple,
- (b) the tenant for life under a registered life estate,
- (c) the registered holder of the last registered agreement for sale, and

- (d) the holder or occupier of land held in the manner referred to in the definition of "Owner" in the Schedule to the *Community Charter*, S.B.C. 2003, c.26 and amendments thereto.

"PARCEL" means any lot, block, or other area in which land is held or into which it is subdivided, but does not include a highway.

"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.

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

"PROHIBITED WASTE" shall have the meaning assigned in the GVS&DD By-law.

"PROFESSIONAL ENGINEER" means an engineer registered or licensed and in good standing, with the Association of Professional Engineers and Geoscientists of British Columbia.

"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.

"RESTRICTED WASTE" shall have meaning assigned in the GVS&DD By-law.

"SANI-STATION" means an approved facility to which *sewage* is transported for temporary storage.

"SANITARY DEVELOPER REIMBURSED" or "SDR" means a *service connection* installed by a developer under agreement with the *City*.

"SANITARY SEWERAGE SYSTEM" means all sanitary *sewer* works, *sewage facilities*, 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*, but shall not include *storm drains*.

"SANITARY WASTE" shall have the meaning assigned in the GVS&DD By-law.

"SECONDARY SUITE" means an additional *dwelling unit* within the structure of a *single family dwelling*.

"SEPTIC TANK WASTE" shall have the meaning assigned in the GVS&DD By-law.

"SERVICE CONNECTION" means a service pipe from the *sewer* to the property line of a *parcel* and includes an inspection chamber.

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

"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 stale swimming pool water.

"SEWAGE FACILITY" means works owned, operated and maintained by the *City* or otherwise under the control or jurisdiction of the *City* that gather, treat, transport, store, utilize or discharge *waste*.

"SEWAGE PUMP UNIT" means a hydraulic device capable of moving or lifting *sewage* from one location to another.

"SEWER" means a pipe, or conduit and other equipment and facilities, owned, operated and maintained or otherwise under the control or jurisdiction of the *City*, for collecting and transporting *waste* either to a *sewage facility* or otherwise.

"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"

"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 successors thereto.

"STORM DRAINS" or "DRAINS" means all pipes, conduits, drains and other equipment intended or necessary to carry *storm water*.

"STORM WATER" means water resulting from natural precipitation from the atmosphere and which is intended to be transported in a *storm drain*.

"TEMPORARY SERVICE CONNECTION" means a connection to the *sanitary sewerage system*, granted conditionally by the *General Manager, Engineering* for a *parcel* that is not eligible for a *service connection*.

"UNCONTAMINATED WATER" shall have the meaning assigned in the *GVS&DD By-law*.

"USER CHARGE" means the amount of money charged to *owners* whose *real property* or premises are served directly or indirectly by the *sanitary sewerage system*, and calculated on various factors all of which are set out in Schedule "C" to this By-law.

"WASTE" shall have the meaning assigned in the *GVS&DD By-law*.

"ZONING BY-LAW" means "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 *sanitary sewerage system* under the control of the *City*.
4. The *General Manager, Engineering* shall administer this By-law except Part 6 and the associated schedules, which shall be administered by the *collector*.

PART 3 – GENERAL PROVISIONS

5. *Council* may from time to time amend this By-law in whole or in part and may without limiting the generality of the foregoing establish or amend policies, criteria, charges and fees relating to the discharge of *waste* from specified classes of *persons* or specific *persons*.
6. In this By-law words importing the male gender include the female gender and either includes neuter and vice-versa and words importing singular number include the plural number and vice versa.
7. The schedules annexed hereto shall be deemed to be an integral part of this By-law.

Applicability of By-law

8. This By-law shall have reference and apply to the *sanitary sewerage system*.

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

9. For the purposes of this By-law the *General Manager, Finance* shall have charge of the rating of all buildings and premises supplied with *sewer services* and the *General Manager, Engineering* shall have charge and control of all properties and works in connection with the *sanitary sewerage system* and of all connected engineering and mechanical work.

Supply of Sewer Services Throughout the City

10. It shall be lawful for the *City* to provide *sewer services* to the inhabitants of the *City* who can be served from the *City's sanitary sewerage system* and the provisions of this By-law shall extend to and be binding upon all *persons* so served.

No Obligation to Provide Service

11. Nothing in this By-law shall obligate the *City* to provide *sewer services* to any *person* when:
 - (a) the cost of laying the mains to the premises of the *person* would be excessive and create an additional burden upon the revenues of the *sanitary sewerage system*, unless the *person* shall pay to the *City* the cost of laying the *sewer mains* to the *person's* premises and the trunk *sewer mains* to which such mains are to be connected are of sufficient capacity to provide the *sanitary sewerage service*; or
 - (b) the capacity of the *sanitary sewerage system* is insufficient to provide the service.

City Not Liable for Failure of the Sanitary Sewerage System

12. The *City* shall not be liable for the failure of the *sanitary sewerage system* in consequence of any accident or damage to the *sanitary sewerage system*, breakdown or malfunction of the sanitary sewer system or the connection, or any temporary stoppage from blockages, 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 *sanitary sewerage system*, or otherwise.

Collection and Transportation of Waste

13. The *City* does not guarantee service. The *City* reserves the right at any and all times, without notice, to change operating conditions of the *sanitary sewerage* service or *service connection*, for the purposes of making repairs, extensions, alterations or improvements, or for any other reason. 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 the *sanitary sewerage system* or changes in operating conditions.
14. *Owners* or *persons* depending on continuous and uninterrupted disposal of *waste* shall provide on the *parcel* and at their cost, such necessary equipment and facilities suitable to their requirements.
- 14.1 Holding tanks are not allowed on any *parcel* within Metro Vancouver's Regional Growth Strategy, Urban Containment Area, and the *City* will not permit a *service connection* to a *parcel* that contains a holding tank.

PART 4 – SEWER EXTENSIONS

General Conditions

15. All *extensions* to the *sanitary sewerage system* shall be undertaken, installed, constructed, operated, maintained, upgraded and replaced in accordance with the terms and conditions of this By-law. No *person* other than an authorized person from the *City* shall remove or tamper with the *sanitary sewer system*.
16. The cost of all *extensions* shall be paid for in accordance with the provisions and subject to the limitations of this By-law.
17. All installing, constructing, operating, maintaining, upgrading and replacing of *extensions* of the *sanitary sewerage system* and *service connections* must be in accordance with and in conformity to the *City's design and construction standards*.
18. The *City* shall not permit an *extension* to the *sanitary sewerage system*:
 - (a) if any part of the downstream *sanitary sewerage system* has inadequate capacity to meet the proposed additional service requirements; or
 - (b) if 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.

City Funded Extensions

19. *Sewer extensions* which the *City* bears any portion of the cost, shall only proceed provided the 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 these purposes within the current annual budget and any other capital funds provided by the *City*; and
 - (c) not excessive as determined by *Council*.

Application for Sewer Extensions

20. All applications for *sewer extensions* shall be made in writing to the *General Manager Engineering*. *The General Manager, Engineering* shall review the application, determine the practicality and feasibility of such an *extension*, estimate the cost of the proposed *extension*, and notify the *applicant* that the application has been approved or denied.
21. No *sewer extensions* shall be permitted to serve lands in the Agricultural Land Reserve unless there is an overriding public health concern determined by the Medical Health Officer and approval from the British Columbia Agricultural Land Commission has been secured. Approval is also required from the Greater Vancouver Sewerage and Drainage District if any lands are located outside the Urban Containment Area as defined by the GVS&DD.
22. The cost payable by an *applicant* shall be the *actual cost* to extend the *sewer* on a legally designated road allowance or a right-of-way acceptable to the *General Manager, Engineering*, from the most suitable existing *sewer* 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 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 the *extension*.
23. Only after an *applicant* has deposited with the *City* an amount of money or equivalent security 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*.
24. The *General Manager, Engineering* may appoint an *applicant* as an *agent* of the *City* to carry out the design, installation and construction of an *extension* subject to the *applicant* agreeing:
 - (a) to have the *extension* designed, installed and constructed in accordance with the *City's design and construction standards* respecting size, depth, grades as well as other specifications and conditions that the *General Manager, Engineering* stipulates; and
 - (b) to satisfy the conditions listed in Schedule "A" to this By-law.

25. 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 of Sewer Mains

26. Where the *City* determines that a *sewer* main of greater capacity should be installed than is required to provide service to the *parcels* for which an application for an *extension* has been made, the *applicant* will upsize the *sewer* main, the *City* shall pay the cost of providing the excess capacity in accordance with the current *Council* policy, if the required funds are available. This provision applies only to upsizing of a *sewer* main of larger diameter than the base size of 200 mm diameter for residential zones and 250 mm diameter for industrial, commercial and institutional zones.

Recovery of City's Costs

27. 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.
28. No provision of this By-law limits or restricts in any way *Council* from exercising full jurisdiction and control over the operation of the *sanitary sewerage 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 from any regulations, rates, order or by-law of the *City*. The payment of part or all of the installation and construction costs by any *applicant* for a *service connection* shall not be construed as a guarantee by the *City* with respect to continuity or adequacy of service.

PART 5 – SERVICE CONNECTIONS

Eligibility for Service Connection

29. 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 *sanitary sewerage system* for the entire *frontage* or *flankage* of the *parcel*, the *parcel* is located within Metro Vancouver's Regional Growth Strategy, Urban Containment Area, there are no downstream capacity concerns, and the *waste* generated thereon is permissible to be discharged into the *sanitary sewerage system* and, whenever feasible, can be discharged by gravity. The *owner* shall apply to the *City* for a *service connection* in accordance with the requirements of this By-law.
- 29.1 For the purposes of Section 29, a *parcel* will not be considered to be fronting on the *sanitary sewerage system* where the *sanitary sewerage system* in question is a force main or a siphon.

30. When extending the *sanitary sewerage system*, and where a *parcel* partially abuts the *sanitary sewerage system*, the entitlement to a *service connection* will only be considered if the length of the *sewer* abutting the *parcel* exceeds the minimum lot width permissible under the *Zoning By-law* for the current zoning of the *parcel*.
31. Where a *parcel* partially abuts the *sanitary sewerage system*, but the length of the abutting *sewer* does not meet the criteria of Section 30, connection to the *sanitary sewerage system* may be permitted by the *General Manager, Engineering* on a temporary basis pursuant to Section 49 of this *By-law*.
32. In the event that the *waste* generated on a *parcel* cannot be drained to the *sanitary sewerage system* by gravity, or in the event that the *sewer* on the street is operating or may operate under *hydraulic head*, the *owner* of the *parcel* may be granted a *service connection* provided as a pre-condition of the service, the *owner* agrees:
 - (a) to register and registers a restrictive covenant on title to the land in a form acceptable to the *City* stipulating that the *service connection* is governed by the terms and conditions of this *By-law*, the *Building By-law*, and the *Plumbing By-law*;
 - (b) to pump the *waste* by means of a *sewage pump unit* designed by a *professional engineer* and located on the *owner's parcel*; and
 - (c) to install the *sewage pump unit* and the associated force main in accordance with the engineered design, and to operate and maintain them, all at the *owner's* expense.
33. Every *parcel* that fronts or abuts a *sewer* must have a separate *service connection* installed by *City* employees, contractors or *agents*. Only with a written, conditional permission of the *General Manager, Engineering* may any other *person* install or construct a *service connection*.
34. Where two or more buildings exist on one *parcel* and where the buildings can be legally separated by subdivision of the land, each building must have a separate *service connection* unless the *owner* agrees to and registers a restrictive covenant on title to the land in a form acceptable to the *City* that disallows future subdivision of the *parcel*.

Application Process for a *Service Connection*

35. An application for a *service connection* must be made in writing to the *General Manager, Engineering* by the *owner* of the *parcel* in the form prescribed in Schedule "B" to this *By-law*.
36. Every application for a *service connection* must be accompanied by the applicable *connection charge*.
37. 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.
38. 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*.

39. 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 sanitary sewer*:
- (a) if the *service connection* and *building sanitary sewer* is less than 30 years old, the *owner* must provide a video inspection and recommendation for the *City* to review. The *owner* shall repair or replace the connection if the *City* determines that the connection is not adequate for service or has excessive damage;
 - (b) if either the *service connection* or the *building sanitary sewer* is 30 years old or older, a replacement or new service is required;
 - (c) all no-corrode, asbestos cement or clay service pipes of any age or condition shall be replaced;
 - (d) any shared *service connections* and *building sanitary sewer* shall be replaced; and
 - (e) all costs associated with the above are the responsibility of the *owner*.

The *General Manager, Engineering* may waive part of the above requirements if the *General Manager, Engineering* deems the cost of the replacement excessive.

Payment of *Connection Charges* by Installments

40. An *owner*, at the time of applying for a *service connection* may, subject to the approval of the *General Manager, Engineering*, 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 *sanitary sewerage system*. For the purpose of this Section, an annual installment shall be a percentage of the *connection charge* set out in Schedule "C".
41. In all cases where a *service connection* becomes payable by installments pursuant to Section 40, the *General Manager, Engineering* shall 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.
42. Upon receipt of a certificate from the *General Manager, Engineering*, the *Collector* shall enter the installments on the assessment roll of the *City* in accordance with the certificate and this By-law.
43. All installments of *connection charges* placed on the assessment roll pursuant to Section 42 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* served by the *service connections* and will be recoverable by the *City* as such.
44. 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.
45. 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 trunk *sewer* mains, treatment and pumping plants and equipment and their maintenance and operation, or from liability for payment of *connection charges* enumerated in Schedule "C", and for maintenance and operations of the *sanitary sewerage system*.

Service Connection Location

46. Where practical the *service connection* will be located where requested by the *applicant*. In the event the *applicant's* preferred location is not practical 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.

Pre-servicing with a Service Connection

47. 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.

Additional Service Connections

48. If additional *service connections* are required, the *owner* must apply to the *City* and pay the appropriate costs to construct such connections plus any *latecomer charges* and *local service tax* that may be applicable. Additional *service connections* will only be permitted subject to the approval of the *General Manager, Engineering*.

Temporary Service Connection

49. An *owner* of a *parcel* which does not front the *sanitary sewerage system* and upon which the current method of *sewage* disposal system no longer functions to the satisfaction of the Medical Health Officer of the Fraser Health Authority, 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 *waste* generated on the *parcel* and its rate of discharge must not detrimentally affect the downstream *sanitary sewerage 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 *sanitary sewerage 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 of a *local service*

tax or latecomer charge as may be applicable in the future for a *sewer* installation 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, a plumbing permit, and comply with all requirements of the "Highway and Traffic By-law, 1997, No. 13007", as amended from time to time, for off-site works on the *City's* road or lane allowance, or right-of-way, or easement. Where a *temporary service connection* or the *building sanitary sewer* is permitted by the *General Manager, Engineering* to be installed through private 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 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 sewer* to the building or structure for which the *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 *sewer* on the street, lane or road allowance upon which the *parcel* has *frontage*;
 - (iii) if the *building sanitary sewer* and/or *service connection* is improperly maintained;
 - (iv) if *waste* 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.

50. 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 *sewer* main; and
- (c) any *local service tax* and *latecomer charge*.

51. 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 and conditions of this By-law.

Specific Prohibitions

52. No *person* may uncover, connect, or attempt to connect or be allowed to be connected or remain connected to a *service connection* or to a *sewer, parcel* or premises otherwise than in accordance with this By-law.
53. The *owner* of a *parcel* that is connected to a *service connection* or to a *sewer* without first making appropriate application to and obtaining an 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. In addition to any penalty that may be applicable, the *building sanitary sewer* may be disconnected and the service stopped up or closed. The *General Manager, Engineering* may establish conditions and requirements which the *owner* must fulfill before the service can be reinstated.
54. No *person* shall bury, cover or obstruct, at any time, or in any manner, the access to any manhole, inspection chamber, or other fixture connected with the *sanitary sewerage system*, by placing thereon or in the vicinity thereof, any fencing or other impediments, 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 the removal and reinstatement of the *sanitary sewerage system* will be charged to and paid by the *person* so offending in addition to any other penalty imposed by this By-law.
55. No *person* being an *owner*, occupant or tenant of *real property* serviced by the *sanitary sewerage system* will accept or emit any *waste* or other material or substances, or, permit them to be brought in or discharged from properties, places or *persons* other than the *waste* generated within the property to which the service is provided.
56. The *General Manager, Engineering* may expressly appoint an *applicant* as an *agent* of the *City* to carry out the design, installation, and construction of a *service connection* subject to the *applicant* agreeing to design, install and construct the *service connection* in accordance with the *City's design and construction standards* respecting size, depth, grades as well as other specifications and conditions that the *General Manager, Engineering* stipulates.
57. Except as provided under Sections 24 and 56, no work of any kind connected with the *sanitary sewerage system*, either for the laying of new, or repairing of old pipes is permitted to be done by any *person* other than an employee or *agent* of the *City*. *Low pressure systems* are the exception, whereby an *owner* may construct a private *service connection(s)* within the public right-of-way subject to obtaining a *City* road and right-of-way permit and a plumbing permit.

Low Pressure Systems

58. At no time shall the *owner* change the pumping characteristics of the pumping system within a *parcel* connected to a low pressure main line sewer, unless otherwise approved by the *General Manager, Engineering*.
59. The *owner* is fully responsible for the operation, maintenance, repair and replacement of the pumping system including pump unit(s), controls, entire force main and all auxiliary

components, from the building to the connection to a *City* low pressure *sewer* mainline. The *owner* shall register a restrictive covenant to this effect on title to the *property*. The *owner* must obtain a *City* road and right of-way permit before conducting any works within public rights-of-way.

60. When necessary, the *owner* shall replace the pumps, force main and controls including installing a balancing tank to meet changing operating conditions of the *low pressure system* in the area. The replacement work shall be designed by a *professional engineer* and the *owner* shall submit the record of replacement to the *City*. All work is to be completed at the *owner's* cost.

Building Sanitary Sewer

61. Every *owner* shall construct *building sanitary sewers* in strict compliance with the *Plumbing By-law* and shall operate and maintain the *building sanitary sewer*, including clearing any blockages in the *building sanitary sewer* which are directly attributed to the discharge from the *parcel* in accordance with the provisions and requirements of this By-law. Maintenance of the *building sanitary sewer* shall include, but is not limited to, the repair and/or replacement of any portion of the *building sanitary sewer* that is not in proper working condition or that allows for the discharge of any *storm water* or the infiltration of any *groundwater* into the *sanitary sewerage system*.
62. All materials, fixtures or devices used or entering into the construction of plumbing systems or parts thereof, must conform to the minimum applicable standard set forth in the *Plumbing By-law* unless otherwise provided for in this By-law.
63. If after receiving written notice from the *City*, the *owner* does not operate and maintain the *building sanitary sewer* or fails to repair or replace a *building sanitary sewer* that does not meet the maintenance requirements of this By-law, the *General Manager Engineering* may enter the *parcel* to undertake necessary repairs and/or replacements. *Actual cost* is recoverable by the *City*, and shall be paid by the *owner* in full. The *City* shall be entitled to recover *actual cost* from the *owner* in the same manner as *City* taxes.
64. All plumbing within the bounds of a *parcel* must be in strict compliance with the provisions of the *Plumbing By-law*. The *General Manager, Engineering* may require that plumbing within the bounds of a *parcel* be subjected to appropriate tests for hydrostatic and/or structural integrity. The cost of these tests, provided they are not the initial tests done at time of installation, shall be borne by the *City* if it is proven that the plumbing complies with the *Plumbing By-law*. Should the tests prove otherwise, the costs of the tests and the remedies shall be borne by the *owner* of the *parcel*. The *General Manager, Engineering* may withhold permission to connect to the *City's sanitary sewerage system* until any required remedial work is completed to the satisfaction of the *General Manager, Engineering*.
65. Grease, oil and sand interceptors shall be provided on the *building sanitary sewer* for all garages, automobile service stations, restaurants, fast food outlets and vehicle and equipment washing establishments. 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 a 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 by the *owner* at the *owner's* expense in an operable and functional state at all times. 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*.

Procedure After Service Connection

66. Every *owner* of a *parcel* who connects to the *sanitary sewerage system* from previously having a septic disposal system shall:
- (a) discontinue use of the septic tank;
 - (b) remove and properly dispose of septic tank contents; and
 - (c) either dismantle and remove the septic tank, or fill the tank with fresh earth, sand, gravel or any filler material approved by the *City's* plumbing inspector.

Compulsory Connection and Exemption

67. Every *owner* of *real property* fronting or abutting a *sewer* whose *sewage* disposal system on the *parcel* fails to meet the standards set out under the Health Act, R.S.B.C. 1996, c. 179 as amended, shall connect to the *sanitary sewerage system* within the time frame set out in the notification.
68. If an *owner* fails to comply with Section 67, and in addition to any other penalty that may be imposed by this By-law, the *General Manager, Engineering*, may have the work done at the expense of the *owner*, and the *City* shall be entitled to recover the *actual cost* of the work done from the *owner* in the same manner as *City* taxes.
69. Where a building or structure situated on *real property* is served by an existing system of *sewage* disposal which has been constructed and is functioning as required by the Health Act, and there is no *City* requirement to connect to the *sanitary sewerage system*, the existing system may remain.

Industrial, Commercial and Institutional Inordinate Discharges

70. The design flow rates of the *sanitary sewerage system* for industrial *waste* shall not exceed the rates allowed in the *City Design & Construction Standards* except:
- (a) gravity sewers which shall be limited to 30,000 litres/gross hectares/day with the peak flow discharge at the *service connection* not exceeding 20 litres/gross hectare over any 15 second interval, or an instantaneous rate of 1.3 litres/second/hectare; and
 - (b) vacuum sewers which shall be limited to 2,500 litres/gross hectares/day with the peak flow discharge at the *service connection* not exceeding 7.5 litres/*parcel* in any 15 second interval.
71. Where *waste* is discharged into the *sanitary sewerage system* at a rate which is in excess of the design flow rate as identified in Section 70 above, the *General Manager, Engineering* may prescribe a rate of discharge that is acceptable within the system or may

direct that the *waste* be conveyed to a *sewer* inlet at another location adequate to receive the flow.

72. Where no appropriate *sewer* is available or where the discharge is considered to be injurious to, or exceed the design flow rate of the *sanitary sewerage system*, the *waste* shall be disposed of in a manner or into an outlet as may be prescribed by the *General Manager, Engineering*. The *waste* shall be subject to regulations, standards of quality, quantity, rate of discharge and other stipulations and conditions as may be prescribed or are in effect by legislation or this By-law.
73. Every *owner*, at the *owner's* cost, is responsible for providing, installing, operating and maintaining equipment to limit the discharge within the prescribed rate or convey *waste* to another outlet as directed by the *General Manager, Engineering*.
74. Except where expressly authorized to do so by an applicable pretreatment standard or requirement, no industrial user shall ever increase the use of process water, or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a pretreatment standard or requirement, or any other pollutant-specific limitation developed by the *City* or Greater Vancouver Regional District. The *General Manager, Engineering* may impose mass limitations on industrial users who are using dilution to meet applicable pretreatment standards or requirements or in other cases where the imposition of mass limitations is appropriate.

Failure of Service

75. The *owner* is responsible for failures in the *building sanitary sewer*. The *owner* shall pay all costs associated with the services and repairs of the *building sanitary sewer*. If a *sewer* or *service connection*, which is not part of a *low pressure system*, becomes stopped or otherwise fails to function, the *owner* or occupier of the premises served shall notify the *General Manager, Engineering*. The *General Manager, Engineering* shall, as soon as reasonably practicable, arrange to have the *sewer* or *service connection* unstopped or otherwise restored to serviceable condition.
76. Where there is no inspection chamber installed on the *service connection* at the property line, or the inspection chamber has been buried, covered, obstructed and cannot be located by the *City* through means of surveying, sounding, probing, and shallow hand digging, the *owner* shall expose the service at the property line for inspection by the *City*. If assistance is provided to the *owner* to expose the service, *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*.
77. Where the blockage is found in the *building sanitary sewer*, 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 *sewer* or the *service connection*, the *City* will, at its cost, remove the blockage, repair the *service connection*, and pay reasonable direct costs necessary to initially expose the *service connection*. This Section does not apply to connections to *low pressure systems*.

78. Where any blockage is found to exist in the *building sanitary sewer*, and where the *owner* fails to repair the stoppage or other failure, the *City* may undertake the repairs and bill the *owner* for *actual cost* incurred by the *City* in restoring the service and unstopping the *building sanitary sewer*. The costs shall be paid by the *owner* upon demand, and if unpaid on the thirty-first (31) day of December of the year in which the work is done, shall be deemed to be taxes in arrears on the *real property* and will be dealt with in the same manner as *City* taxes. This Section does not apply to connections to *low pressure systems*.
79. Where any *sewer, service connection, or building sanitary sewer* is part of a *low pressure system*, the *owner* shall remove the blockage at the *owner's* cost regardless of the location in the *service connection*. If the blockage occurs within the road right-of-way the *owner* must first obtain a *City* road and right-of-way permit.

Discontinuation and Re-instatement of Service

80. In the event that a building or structure is removed from a *parcel*, or is destroyed or is damaged to the extent that it can no longer be put to any legally permitted use, the *owner* shall notify the *City* in writing of the need to discontinue use of the *service connection*. Upon receipt of written approval from the *City*, the *owner* shall, at the *owner's* expense, effectively cap the downstream side of the *building sanitary sewer* a minimum of 2 metres or the depth of the inspection chamber from the property line. This condition must remain for the interim period during which the *service connection* is not in use.
81. In the circumstances described in Section 80, if the *owner's* 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 at the inspection chamber and grouted at the main and connection interface location.

Prohibited Waste

82. No *person* will permit sludge, material or deposit contained in a septic tank to enter the *sanitary sewerage system*.
83. No *person* may discharge or allow or cause to be discharged into the *sanitary sewerage system* any:
- (a) *prohibited waste*;
 - (b) water or any other substance for the purpose of diluting any *non-domestic waste* discharged into a *sewer* to meet acceptable tolerance standards within this By-law; or
 - (c) anything in a concentration or quantity which may be or may become a health or safety hazard to personnel operating or maintaining the *sewers* or the *sanitary sewerage system* or which may cause damage or interfere with the proper operation of a *sewer* or the *sanitary sewerage system* or which may injure or is capable of injuring any property, or health of any *person* or any life form.

84. No *person* may discharge or continue to allow to be discharged into a *building sanitary sewer* or the *sanitary sewerage system* any *storm water* or permit any *groundwater* infiltration.
- 84.1 Where *groundwater* is found to be discharging into the *building sanitary sewer* of a *parcel*, the *owner* of the *parcel* shall be responsible for all costs to correct the cause of the *groundwater* discharge, repair the *building sanitary sewer* and reinstate the area to its previous state.

Restricted Waste

85. No *owner* shall discharge or allow or cause to be discharged into a *sanitary sewerage system* any:
- (a) *restricted waste*; or
 - (b) *uncontaminated water*.
86. *Sanitary waste* from recreational vehicles must be discharged into approved *sani-stations*.
87. Nothing in this By-law absolves a *person* discharging *waste* from complying with any regional, provincial or federal enactment.
88. No *person* shall discharge or allow or cause to be discharged into a *sewer* or *sewage facility* any *restricted waste* unless the *person* has a current valid permit in writing from the Greater Vancouver Sewerage & Drainage District and the *restricted waste* is discharged strictly in accordance with the terms and conditions of the permit.
89. Any *person* discharging any *sewage*, substance or matter regulated or prohibited by this By-law to the *sanitary sewerage system*, may be disconnected from the *sanitary sewerage system* and the service stopped up or capped by the *General Manager, Engineering*. The *owner* shall pay the *actual cost* to disconnect the *service connection* and any charges levied by other authorities.

Inspection and Monitoring

90. Every *owner* of *real property* and every occupier of premises to which a *service connection* has been installed 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 sanitary sewer, drains*, 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 *sewage* being discharged into the *sanitary sewerage system*, to ascertain whether the terms of this By-law are being complied with.
91. The *building inspector* shall have the right of entry into any building or premises for the purposes of determining the number and factual existence of *dwelling units* in the building or premises.
92. The *General Manager, Engineering* may require that a *person* who is discharging any *non-domestic waste* into the *sanitary sewerage system*, either directly or indirectly, must

at the *person's* own expense install and maintain, at a location determined by the *General Manager, Engineering*, a control manhole suitable for the inspection, measuring and sampling of the *non-domestic waste*. If the *General Manager, Engineering* determines that one or more existing manholes are suitable for the purpose of inspecting, measuring and sampling, the *General Manager, Engineering* may designate one or more of such manholes as control manholes.

93. The *owner of real property* where a control manhole has been installed must ensure that the manhole is accessible and is maintained in good condition at all times.
94. The *General Manager, Engineering* may require that a *person* who is discharging any material or substance into the *sanitary sewerage system* undertake at that *person's* expense measuring, sampling and analysis of the material or substance discharged, and that the data be submitted to the *City*. Failure to provide data is an offence under this By-law.
95. All measuring, sampling and analysis required by the *General Manager, Engineering* must be carried out in accordance with methods and procedures specified in *Standard Methods*, unless otherwise authorized by the *General Manager, Engineering*.
96. Samples which have been collected as the result of a requirement of the *General Manager, Engineering* pursuant to Section 94 herein, must be analyzed by a qualified, independent agency, unless other prior arrangements have been authorized in writing by the *General Manager, Engineering*.
97. If there is no control manhole on the *parcel*, the point of discharge into the *sanitary sewerage 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.
98. No *person* other than an authorized person from the *City* shall remove or tamper with the *sanitary sewer system*.

Accidental Discharge / Spill Reporting

99. *Persons* shall notify the *City* and appropriate government agencies immediately of any sludge loading, accidental discharges or any other discharges or highway spills of *wastes* in violation of this By-law to enable countermeasures to be taken by the *City* and other agencies to minimize damage to the *sanitary sewerage system*, wastewater treatment system and/or the receiving waters. The *persons* shall identify the type of chemical, volume of spill, location, time, date of occurrence, and the countermeasures taken to control the spill. Where the *person* does not take immediate action to provide appropriate countermeasures, the *City* may take appropriate action to minimize damage to the *sanitary sewerage system*. All costs incurred by the *City* in mitigating damage shall be paid by the *persons* instigating the discharge or spill.
100. This notification shall be followed, within five (5) calendar days of the date of the occurrence, by a detailed written statement to the *City* from the *owner* describing the causes of the discharge and the measures being taken to prevent another occurrence.

101. Such notification will not relieve *owners* of liability for any direct or consequential expense, loss or damage to the *sanitary sewerage system*, or for any fines and/or penalties imposed by this By-law or the Greater Vancouver Sewerage and Drainage District, or any other agency.

PART 6 – USER CHARGES

User Charges

102. The charges enumerated in Schedule "C" are hereby imposed and levied by the *City* to every *owner* of *real property* which is directly or indirectly served by the *City's sanitary sewerage system*. Every *owner* of *real property* which is directly or indirectly served by the *City's sanitary sewerage service* must pay an appropriate *user charge* as determined by the *City*.
103. Each *parcel* of land or premises to which a *service connection* has been made shall be classified by the *collector* in accordance with the categories set out in Schedule "C" to this By-law. Any *parcel* of land which contains more than one of the categories enumerated in Schedule "C" shall be classified in respect to each such category contained within the *parcel*.
104. The *user charge* levied pursuant to this By-law 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 *user charge*, 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.
- 104.1 For all new construction of residential strata buildings to which a new *service connection* is made during a year, a prepaid *user charge* will be payable at the time of building permit application in the amount of the *user charge* established in Schedule "C" for each strata unit proposed to be constructed. The prepaid *user charge* will be nonrefundable and applied as a credit to the strata property's metered utility account.

Timing of Payment

105. All *user charges* levied pursuant to Section 102 must be paid at the office of the *collector* on or before the day stipulated as the due date for payment and if remaining unpaid after the 31st day of December, shall be deemed to be taxes in arrears in respect of the lands and improvements to or upon which the *service connection* is supplied.
106. If a change is made in the size, use or type of building or structure classified by the *collector* pursuant to Section 103, the *collector* shall reclassify the building, structure, or land and alter the charges accordingly, and, if the change shall occasion a higher charge to be payable, the charges shall be payable by the *owner* forthwith from the date of change. If the change shall occasion a lesser charge to be payable, a refund shall be made of the differences from the date of change if the higher charge has already been paid for that year.

107. Where a pro-rated *user charge* for the use of the *sanitary sewerage system* is levied pursuant to Section 106, the charge must be paid within thirty (30) days of billing.
108. Where any building or premises connected to the *sanitary sewerage system* 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 *collector* may, upon application of the *owner* and upon receipt of proof and being satisfied as to the removal, destruction or damage and that the premises can no longer be put to any legally permitted use, allow a rebate of the *user charge* imposed pursuant to this By-law proportionate to that portion of the current year unexpired at the date of the application, and will cause the rebate to be entered upon the current year's sewer rates roll, provided that the *collector* applies the rebate first against any arrears of charges owing by the *owner* under this By-law in respect of that property.
109. An *owner* wishing to have premises discontinued temporarily for a period not exceeding twelve months, shall have the charges suspended for the period coinciding with the water shut-off and the corresponding water charges suspension. The *collector* shall reinstate the charges following the expiry of the temporary shut-off or twelve months after the date it was suspended, whichever occurs first. The *owner* shall pay all applicable fees in accordance with the by-laws of the *City*. Despite the payment of fees for water shut-off and reinstatement, the *owner* shall pay the applicable *user charges* based on the quantity of water as measured by the water meter for the *real property* during the time the water service was to be suspended.

Failure to Pay *User Charges*

110. 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 dealt with in the same manner as ordinary *City* taxes upon land in accordance with the applicable provisions of the Community Charter.

PART 7 – OFFENCES AND PENALTIES

111. 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.
112. No *person* shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, mar, or tamper with any *sewer, building sanitary sewer*, or any part of the *sanitary sewerage system*.
113. 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.

114. 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).
115. 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.
116. The *City* may enforce compliance with the stipulations within this By-law or non-payment of fines by shutting off the provision of *sewer* services being supplied to the user or discontinuing the service thereof.
117. A *person* who contravenes this By-law may also be in contravention of the *GVS&DD By-law*. A penalty separate from and independent of the penalties under this By-law may also be imposed under the current *GVS&DD By-law*.
118. Nothing in this By-law limits the *City* from utilizing any other remedy that is otherwise available to the *City* at law.
119. Any charges pursuant to this by-law placed on the assessment roll of a *parcel* and remaining unpaid after the 31st day of December 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.

PART 8 – EFFECTIVE DATE

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

PART 9 – SEVERABILITY

121. 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 10 – REPEAL

122. "Surrey Sewer Rates and Extension Regulations By-law, 1964, No. 2240" and amendments thereto are 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 FINALLY ADOPTED, signed by the Mayor and Clerk and sealed with the Corporate Seal on the 30th day of March, 2009.

_____ Mayor

_____ Clerk

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"SURREY SANITARY SEWER REGULATION AND
CHARGES BY-LAW, 2008, NO. 16611"
SCHEDULE "A"

SEWER EXTENSION BY AN APPLICANT WISHING TO FRONT-END THE COSTS

1. Where an *applicant* wishes to front-end the costs to provide a *sewer extension*, this Schedule shall apply.
2. The *applicant* shall execute a *servicing agreement* with the *City*, indicating the description and the location of the *sewer extension*, and agreeing to the terms and conditions in the *servicing agreement*.
3. No provision of this Schedule shall be deemed to exempt any land from payment of taxes, charges or fees imposed by any by-law of the *City*.
4. The *General Manager, Engineering* and Clerk are authorized to execute a *servicing agreement* containing the above general conditions.
5. The agreement processing fee shall be paid by the *applicant* prior to the pre-design meeting. The fee is set out in the "Subdivision and Development By-law, 1986, No. 8830", as may be amended or replaced from time to time.

"SURREY SANITARY SEWER REGULATION AND CHARGES BY-LAW, 2008, NO. 16611"
SCHEDULE "B"

APPLICATION FOR SERVICE CONNECTION

TO: The General Manager, Engineering Department
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 *sewer connection* to the said property.

I/We agree to comply with the *Sanitary Sewer Regulation and Charges By-law, 2008, No. 16611, as amended*, and:

- to duly pay all the charges and taxes prescribed by the By-law or by-laws of the *City* pertaining to the *sanitary sewerage system*;
- to protect, release, indemnify and save harmless the City of Surrey from all claims and damages caused by blockages of any pipes for *sewer* service under this application, or arising out of the breakdown or malfunction of the *sanitary sewerage system* or the connection; _____ Initials
- that only *domestic waste** will be discharged to the *sanitary sewerage system*. Down-pipes, tile-drains or any water collecting conduit shall not be connected to *sanitary sewerage system*; and
- that the *General Manager, Engineering* will determine the acceptability of the application subject to the conditions of the *Sanitary Sewer Regulation and Charges By-law, 2008, No. 16611, as amended*.

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

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

* For discharge of non-domestic wastes, the applicant must apply for and is required to obtain a Waste Discharge Permit from the Greater Vancouver Regional District.
 ** 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).

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:		

**"SURREY SANITARY SEWER REGULATION
and CHARGES BY-LAW, 2008, No. 16611**

**SCHEDULE "C"
CHARGES**

1.0 CONNECTION CHARGE:

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

1.01.1. For a single family *dwelling unit*:

First 100 mm (4 inch) diameter gravity connection, or 50 mm (2 inch) diameter vacuum system connection.

Connection Charge: 100% of *actual cost*

1.01.2. Connections for all other users or connections of sizes other than 100 mm (4 inch) diameter, and additional connections to a *parcel*.

Connection Charge: 100% of *actual cost*

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

Connection Charge: Nil.

1.01.4. If the *City* has *front-ended* the cost of the additional *service connection*, the *connection charge* shall equal the *actual cost* plus 10%, plus a financing charge calculated at a rate of 5.5% per annum which shall be added on annually on each anniversary of the installation date, until the sum is paid, or for a maximum period of five years, whichever event occurs first, after which no further financing charge shall be added.

1.02. Where, for the *sanitary sewerage service*, a *local service tax* or *latecomer charge* is established under a separate bylaw or agreement, that charge shall take precedent over the aforementioned *connection charges*.

1.03. Each existing connection or *sanitary developer reimbursed (SDR)* connection:

Connection Charge: As set out in "Surrey Fee-Setting By-law, 2001, No. 14577" as amended.

2.0 **Annual User Charges:**

2.01. Every *owner* of a *parcel* or the occupant (hereinafter referred to as "the User") whose land is served directly or indirectly by a connection to the *sanitary sewerage system* of the *City* shall pay to the *City* the annual *user charges* based on the actual property use as set out within this Schedule.

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

2.1 **Residential Users Without Metered Water Service:**

Categories of charges are based on actual use of property.

Table 2.1.A. Annual User Charges – Per Parcel or Dwelling Unit

Actual use of Property	Payment before April 2 (Due Date)
Each <i>Dwelling Unit</i>	\$693.00
<i>Apartment House / Townhouse Non-Strata Unit</i>	\$461.00
Each <i>Secondary Suite</i>	\$580.00
<i>Apartment House / Townhouse Strata Unit</i>	\$238.00

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 of July 2nd. All utility charges including penalties if left unpaid on December 31 of the year will be considered taxes in arrears payable the following year.

2.2 **Residential Users With Metered Water Service.**

For the use of the *City's sanitary sewerage system*, the *owner* or occupier of residential *real property* with metered water supply may be levied 'pay-by-flow' annual *user charges* in accordance with this schedule and shall be billed the *user charges* for each four-month period or part thereof commencing upon installation of a water meter and

based on eighty percent (80%) of the total quantity of water as measured by the water meter to the premises situated on the *real property*.

2.2.1. For sewage discharge: annual *user charge* = \$1.0826 per cu. metre of sewage discharged.

2.2.2. All accounts classified under the residential users category shall be due and payable on the second (2) day of the month following the month in which the account is rendered and shall be subject to a penalty of five percent (5%) if the amount for that bill is paid after the due date. All utility charges including penalties if left unpaid on December 31 of the year will be considered taxes in arrears payable the following year.

2.3 Non-Residential Users Without Metered Water Service.

Commercial, Industrial and/or Institutional Properties.

2.3.1. Any *owner* or occupier of a non-residential *parcel* whose water service is not metered shall pay annually the annual basic charge per *parcel* of Land set out in Table 2.3.1.A.

Table 2.3.1.A. Annual User Charge Per Parcel or Unit

Actual use of Property	Payment before April 2 (Due Date)
Non-Residential Strata and Non-strata (first unit)	\$ 1,386.00
Non-Residential Non-strata (additional units)	\$ 1,795.00

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 of July 2nd. All utility charges including penalties if left unpaid on December 31 of the year will be considered taxes in arrears payable the following year.

2.4 Non-Residential Users With Metered Water Service.

Commercial, Industrial and/or Institutional Properties.

2.4.1. For the use of the *City's sanitary sewerage system*, the *owner* or occupier of a non-residential *parcel* with metered water supply shall be levied 'pay-by-flow' *user charges* in accordance with this schedule and shall be billed the *user charges* for each four-month period or part thereof commencing upon installation of a

water meter and based on eighty percent (80%) of the total quantity of water as measured by the water meter to the premises situated on the *real property*. Any additional quantity of water used but not provided by the *City* that discharges to the sanitary system shall be measured, recorded and certified by a *professional engineer*.

- 2.4.2. For *sewage* discharge: *annual sewer user charge* = \$1.0826 per cu. meter of sewage discharged.
- 2.4.3. An *owner* or occupier of *parcel* who considers that the volume of *sewage* output from the *parcel* in question differs significantly from the volume of water delivered to the premises may make a written request to the *General Manager, Engineering* for a review of the volume of *sewage* output. The request shall accompany technical substantiation certified by a third party *professional engineer* to prove the lesser flow volumes.
- 2.4.4. The *General Manager, Engineering* may establish a revised basis upon which the *owner* or occupier shall pay for the *sanitary sewerage system*. The *General Manager, Engineering* shall, in that event, instruct the *collector* to revise the *user charge* in question.
- 2.4.5. When the property discharges *waste* in excess of the water provided by the *City*, a meter or other device capable of measuring and recording the quantity of *sewage* discharged into the *sanitary sewerage system* shall be installed to the satisfaction of the *General Manager, Engineering* and all costs of the installation shall be borne by the *applicant*. Where such meter or other device is installed, the *user charges* provided for in this bylaw shall be applied to the total volume of *sewage* discharged into the *sanitary sewerage system* as recorded by the meter or other device.
- 2.4.6. All accounts classified under the non-residential sewer user category shall be due and payable on the second (2) day of the month following the month in which the account is rendered and shall be subject to a penalty of five percent (5%) if the amount for that bill is paid after the due date. All utility charges including penalties if left unpaid on December 31 of the year will be considered taxes in arrears payable the following year.

3.0 **For Prepaid New Residential Strata Construction:**

- 3.1 For each strata unit to be constructed \$76.00

CORPORATE REPORT

NO: **R158**

COUNCIL DATE: **July 24, 2017**

REGULAR COUNCIL

TO: **Mayor & Council**

DATE: **July 19, 2017**

FROM: **General Manager, Engineering**

FILE: **0440-20
(Semiahmoo)**

SUBJECT: **Servicing Agreements with the Semiahmoo First Nation**

RECOMMENDATION

The Engineering Department recommends that Council:

1. Authorize staff to prepare municipal type servicing agreements for the provision of sanitary sewer and water to support the existing residents on the Semiahmoo First Nation lands;
2. Authorize staff to prepare a municipal type servicing agreement and a statutory right-of-way, or its equivalent, to allow for stormwater runoff to be discharged through various watercourses on the Semiahmoo First Nation lands;
3. Instruct staff to only bring forward the municipal type servicing agreements for the provision of sanitary sewer and water to support the existing residents on the Semiahmoo First Nation lands and the municipal type servicing agreement and a statutory right-of-way, or its equivalent, to allow stormwater runoff to be discharged through various watercourses on the Semiahmoo First Nation lands to Council for consideration at the same time; and
4. Authorize staff to develop other municipal type servicing agreements, as described within this report, to support the existing and future residents of the Semiahmoo First Nation following consideration of the municipal type servicing agreements described above.

INTENT

The purpose of this report is to provide an overview to Council and obtain approval for the development of municipal type servicing agreements with the Semiahmoo First Nation (the "SFN") for various municipal services.

BACKGROUND

The SFN is an Indian Band with governance authority under federal law and rights of a self-governing nation. SFN has a small reserve of approximately 71 hectares (172 acres) in Surrey.

At one point in time, the City acquired parts of the White Rock Water Utilities Ltd.'s franchise area within Surrey, and as part of the acquisition, the City assumed the operation of water services to two properties on the south side of 8 Avenue on the SFN lands. In 1986, one of the two services was decommissioned at the request of the SFN. Council at its Regular Council Meeting on August 12, 1991, as part of Corporate Report R341; 1991, approved that the connection to 16194 – 8 Avenue be recommissioned in response to a request from the SFN to recommission the service.

Council at its Regular Council Meeting on July 23, 2001, as part of Corporate Report R174; 2001, approved the provision of sewer and water services to the property 16762 Beach Road (commonly referred to as the Peace Arch Duty Free Store), which is part of the SFN lands. Through this agreement, the City established the provision of water and sewer services to the SFN land at 16762 Beach Road on substantially the same basis as for any other sewer and water utility customer. In view of the unique nature of providing sewer and water service to this property within the SFN lands, the agreement prepared between the two parties outlined the terms and conditions of the service, limiting the service to that specific parcel of land. This agreement was along the same lines as the agreement the City has had since 1991 with the Katzie First Nation for the supply of water to their lands on Barnston Island.

In 2015, the City of White Rock acquired EPCOR White Rock Water Inc. (formerly White Rock Water Utilities Ltd.) which provides water to customers in the City of White Rock and a number of residential customers in Surrey along 160 Street and 16 Avenue, as well as the SFN.

Since assuming ownership of the water utility, the City of White Rock has been providing water to the main SFN lands, as well as a few commercial properties on the west end of the SFN lands on the south side of Marine Drive (8 Avenue), as illustrated in the map attached as Appendix "I". The City of White Rock only provides sanitary sewer service to a few commercial properties on the west end of the reserve lands on the south side of 8 Avenue (Marine Drive), as illustrated in the map attached as Appendix "I".

Although the City of White Rock is providing water to the SFN, the SFN has been on a boil water advisory for a number of years as their onsite distribution system is failing. The SFN water distribution system is also insufficient to support their existing population, and it is unable to provide sufficient water for fire protection.

Residential properties on the SFN lands are serviced by septic fields. The SFN has advised that many of these systems are failing and contributing to their current boil water advisory.

In August 2016, the City of White Rock advised the SFN that they will be terminating water and sanitary service to their lands effective February 2018. In response to the termination notice, the SFN is seeking municipal type servicing agreements with the City for sanitary sewer and water to support their existing population. The SFN is also seeking municipal type servicing agreements with the City for other municipal services to support their existing population and potential growth opportunities.

DISCUSSION

Since August 2016, staff have been regularly meeting with staff and elected officials from the SFN, staff from Indigenous and Northern Affairs Canada ("INAC"), and an engineering consultant retained by the SFN and funded by INAC to explore servicing opportunities. These meetings have been productive and are building a positive working relationship.

Services to Support the SFN's Existing Population

The City's existing water distribution system that generally extends east from 160 Street along the perimeter of the SFN lands is sufficient to provide water for domestic purposes for SFN's existing population and for firefighting purposes. The City's existing sanitary sewer system that generally extends east from 160 Street along the perimeter of the SFN lands could be sufficient to receive and convey wastewater from SFN's existing population. Given the location of the City's existing water distribution system and sanitary sewer system, the City is unable to effectively service the commercial properties on the west end of the SFN lands.

While the City's existing water distribution system is sufficient to provide adequate service to support the SFN's existing population, the change in service provider from the City of White Rock to the City of Surrey will not remove the SFN's boil water advisory, as their boil water advisory is related to the condition of their onsite distribution system.

INAC staff have advised that should the SFN be successful in completing municipal type servicing agreements with the City for water and sanitary sewer, INAC will be able to provide significant funding to the SFN towards replacing their onsite water distribution system and building a new sanitary sewer collection system.

Municipal Stormwater Runoff through the SFN

Stormwater runoff from a small portion of South Surrey drains through various watercourses on the SFN lands. Various stormwater management practices, including the provision of stormwater detention ponds and low impact development techniques, have been employed in order to mitigate the impact of development on these watercourses.

In an effort to reduce the number of discharge points through the SFN lands, staff over the past three years have been working with staff and elected officials of the SFN on a drainage outfall consolidation plan with the intent that this plan would lead to a municipal type servicing agreement with the SFN to better define how stormwater runoff is to be discharged through various watercourses on the SFN lands. This type of agreement would be similar to agreements that the City has with the Corporation of Delta and the City of White Rock on the management of inter-municipal stormwater runoff.

Future Municipal Type Service Agreements

The City's existing water distribution and sanitary sewer systems are more than likely insufficient to provide adequate service to any growth opportunities without compromising the growth opportunities that these services were constructed to support (i.e., development within the Douglas Neighbourhood Concept Plan area) and/or requiring various infrastructure improvements such as pump station expansion and pipe replacements. At this time, staff have yet to have a full appreciation of SFN's growth plans so we are not able to determine any impacts or improvements until these plans are established. It is likely that future agreements to support growth will be required and that these agreements will identify costs to the SFN in order for the City to service their planned growth.

In addition to servicing growth, the SFN is interested in establishing other municipal type servicing agreements for the provision of fire protection services and solid waste/recycling services.

Next Steps

It is expected that finalizing municipal type servicing agreements for the provision of sanitary sewer and water to support the existing residents on the SFN lands as well as for the discharge of stormwater runoff through various watercourses on the SFN lands will take many months and will not likely be ready to advance to Council until later this Fall.

As part of these agreements, staff will be including requirements that SFN's onsite water distribution system and the building of a new sanitary sewer collection system are completed and ready for commissioning before any connection to the City's systems are made. Staff will also be requiring that water metering and cross connection control measures are in place before any connection to the City's water system is made.

Should Council authorize the municipal type servicing agreements, it is expected that the replacement of the SFN's onsite water distribution system and the building of a new sanitary sewer collection system will commence shortly thereafter.

Staff believe that the replacement of the SFN's onsite water distribution system and the building of a new sanitary sewer collection system will take no less than six months to complete, and therefore will extend beyond the current service end date of February 2018 by the City of White Rock.

SFN have initiated discussions with the City of White Rock in an effort to seek extension to the current service end date, given that more time is necessary to complete a municipal type servicing agreement and construct the required systems on the SFN lands. The SFN has also initiated discussions to request that the City of White Rock continue to provide water and sanitary sewer services to the commercial businesses on the west end of the SFN lands, as the City is unable to effectively service these properties. Staff will provide any support necessary to the SFN and the City of White Rock during these discussions.

Legal Services Review

Legal Services has reviewed this report and its recommendations and has no concerns.

SUSTAINABILITY CONSIDERATIONS

The establishment of municipal type servicing agreements with the SFN supports the objectives of the City's Sustainability Charter. In particular, the plan supports the Sustainability Charter themes of Inclusion and Infrastructure. Specifically, the establishment of municipal type servicing agreements with the SFN supports the following Desired Outcomes:

- Diversity and Accessibility DO₂: Surrey is a caring and compassionate city that supports its residents of all backgrounds, demographics and life experiences; and
- Infrastructure DO₃: Infrastructure systems are designed to protect human health, preserve environmental integrity, and be adaptable to climate change impacts.

CONCLUSION

The Engineering Department recommends that Council:

- Authorize staff to prepare municipal type servicing agreements for the provision of sanitary sewer and water to support the existing residents on the Semiahmoo First Nation lands;
- Authorize staff to prepare a municipal type servicing agreement and a statutory right-of-way, or its equivalent, to allow for stormwater runoff to be discharged through various watercourses on the Semiahmoo First Nation lands;
- Instruct staff to only bring forward the municipal type servicing agreements for the provision of sanitary sewer and water to support the existing residents on the Semiahmoo First Nation lands and the municipal type servicing agreement and a statutory right-of-way, or its equivalent, to allow stormwater runoff to be discharged through various watercourses on the Semiahmoo First Nation lands to Council for consideration at the same time; and
- Authorize staff to develop other municipal type servicing agreements, as described within this report, to support the existing and future residents of the Semiahmoo First Nation following consideration of the municipal type servicing agreements described above.



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

JA/cc

Appendix "I" – Services to the Semiahmoo First Nation

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Note: Appendix "I" to R158; 2017 is available upon request.