

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.

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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