

NO: **R183**

COUNCIL DATE: **October 3, 2011**

REGULAR COUNCIL

TO: **Mayor & Council**

DATE: **September 28, 2011**

FROM: **General Manager, Engineering**

FILE: **5600-30 (WR)**

SUBJECT: **Agreement to Provide Water to 19617 - 78 Avenue in the Township of Langley**

RECOMMENDATION

The Engineering Department recommends that Council:

1. Authorize the execution of an agreement with the Township of Langley (the "Agreement") and the owner of the property to supply water to the property known as 19617 - 78 Avenue (the "Property"); and
2. Subject to the execution of the Agreement authorize the City Clerk to bring forward for the required readings the necessary enabling by-law.

INTENT

The purpose of this report is to obtain Council approval to enter into an Agreement with the Township of Langley and the owner of the property known as 19617 - 78 Avenue for the purpose of supplying water to the Property.

BACKGROUND

The Township of Langley has requested that the City of Surrey provide a metered water service connection to the Property, which is improved with a single family residence. The Property is located in the Township of Langley but has its access off 78 Avenue from the City of Surrey as illustrated on the map that is attached as Appendix I to this report. The Township of Langley has no community water main in the vicinity of the Property and an extension of their community water supply system to service the Property would be difficult and very expensive.

DISCUSSION

The Surrey Waterworks Regulation and Charges By-law (the "By-law") provides that Surrey may at its discretion provide water to persons, properties or areas adjacent to the City provided that the owner, person or recipient of such water service connection executes an agreement with the City.

The existing single family residence on the Property currently relies on a groundwater well for its water supply; however, the well has poor water quality, and is not a reliable year round source of water. The proposed Agreement, which is attached as Appendix II to this report, provides that the owner of the Property is responsible for all costs associated with the design and installation of the water service connection to the Property including the supply and installation of a water meter. The Agreement stipulates that the City of Surrey will invoice the Township of Langley at normal billing intervals and at the City's then current water rates for the water consumed by the Property and that the Township of Langley will be responsible for paying such invoices and for recovering such costs from the owner of the Property. The Agreement further provides that the Property must connect to the Township of Langley community water system when such a system is available to the Property but in any case, no later than when the property is redeveloped.

The proposed Agreement is similar to agreements that the City has executed with the City of Langley and EPCOR Utilities, the water service provider for the City of White Rock, under which the City of Surrey provides water service to properties in each of these other cities.

Legal Services Review

Legal Services has reviewed this report and the Agreement and has no concerns.

CONCLUSION

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

- Authorize the execution of the Agreement with the Township of Langley (the "Agreement") and the owner of the Property to supply water to the Property; and
- Subject to the execution of the Agreement, authorize the City Clerk to bring forward for the required readings the necessary enabling by-law.

Vincent Lalonde, P.Eng.
General Manager, Engineering

JA/KKL/brb

Appendix I - Site Map

Appendix II – Draft Agreement to Supply Water to 19617 - 78 Avenue in the Township of Langley

APPENDIX I AERIAL PHOTOGRAPH OF SITE



Produced by GIS Section: Sept 26, 2011, CS

Date of Aerial Photography: April 2011



Temporary Water Connection: 19617 78 Ave, Township of Langley

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 informational and convenience purposes only.
Lot sizes, legal descriptions and encumbrances must be confirmed at the Land Title Office.

GISMapping\GIS\Map\...
Corporate\Internal\Eng-Utilities\
19671_1972-TOL_WaterConnection-AP.mxd

THIS AGREEMENT made the _____ day of _____, 2011

BETWEEN: **CITY OF SURREY**, having its offices at 14245 - 56 Avenue,
Surrey, BC V3X 3A2

("Surrey")

OF THE FIRST PART

AND: **TOWNSHIP OF LANGLEY**, having its offices at 20338
- 65 Avenue, Langley, BC V2Y 3J1

("Langley")

OF THE SECOND PART

AND: **THE OWNERS OF 19617 78 AVENUE, LANGLEY, BC**
19617 - 78 Avenue, Langley, BC

("Property Owner")

OF THE THIRD PART

WHEREAS:

- A. Langley and the Property Owner wish to engage and Surrey agrees to supply an interim water service connection to the property in the Township of Langley having a civic address of 19617 78 Avenue and more particularly known and described as:

PID: 009-100-491. Lot "A" Section 22 Township 8 New Westminster
District Plan 22389

(the "Property").

- B. The parties wish to enter into this Agreement to govern the terms and conditions under which the water service connection is provided by Surrey to the Property.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the promises 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. Effective Date

1.1 This Agreement shall remain in force for a period commencing on _____, 2011 until such time as the Property attains frontage to the Langley water distribution system and the water service connection to the Property can be transferred to Langley.

2. Purpose of the Interim Water Service

2.1 Surrey shall provide the Service to the Property on an ongoing basis.

2.2 The Service shall provide water service to the existing single family dwelling on the Property only. Surrey may, at the sole discretion of the General Manager, Engineering, discontinue the Service when the Property Owner subdivides or rezones the Property.

2.3 The water to be supplied by Surrey to the Property is for normal use. Subject to the availability of water in excess of normal use, water may also be used for other less essential, aesthetic-enhancing purposes such as lawn and garden irrigation, car washing and other cleaning processes.

2.4 Surrey may reduce the quantity of water supplied to, or entirely discontinue the Service to, the Property if the Property Owner has violated any of the provisions of this agreement, or when, in the opinion of the Council, the public interest requires such action.

3. Water Rates and Water Meter

3.1 Surrey shall charge Langley for the Service to the Property at the same water rates and meter base charge and at the same duration as its other customers in the City of Surrey as may be in place from time to time.

3.2 Langley shall pay for the full amount of water as registered by the meter at the Property plus the meter base charge, according to the rate applicable to the Service under the Water By-law.

3.3 The provisions of the Water By-law dealing with water meter rates and credits and the testing of water meters shall apply to the Property and the parties.

4. Water Meter Reading and Billing

4.1 Surrey will read the water meter at the Property in accordance with the Water By-law and invoice Langley for the applicable rates and Langley will pay the amount owing to Surrey.

4.2 The Property Owner will pay the amount owing to Langley.

5. Termination of Interim Water Service

5.1 Surrey, upon being served notice by Langley to terminate the Service, shall not be entitled to any reimbursement or compensation from Langley, including without limitation, loss of revenue, the service connection, the water meter, the curb stop or the meter chamber on the Service.

6. Responsibilities of Langley and Surrey

6.1 Langley and the Property Owner hereby release, indemnify and save harmless the City of Surrey, 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 Surrey arising from the granting or existence of this Agreement, from the performance by Surrey of this Agreement or any default of Surrey under or in respect of this Agreement.

6.2 Surrey 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 waterworks system, or otherwise.

6.3 Surrey does not guarantee pressure nor continuous supply of water to the Property, nor does it accept responsibility at any time for the maintenance of pressure on its lines or for increase or decreases in pressure. Surrey reserves the right at any and all times, without notice, to change operating conditions 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 Surrey, nor its officers, employees or agents, shall incur any liability of any kind whatsoever 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.

6.4 Should the Property Owner depend 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.

6.5 Where steam or hot water boilers or other equipment is fed with water by pressure direct from Surrey water mains Surrey shall not be liable for any injury or damage which may result from such pressure or from lack of such pressure.

7. Responsibility of the Property Owner

Responsibility for Construction of Interim Service Connection:

7.1 The Property Owner shall provide, construct, maintain and abandon, at the Property Owner's expense, the pipe from the point of connection to Surrey water main on 78 Avenue at 195B Street, complete to the Property. Where the pipe is to be laid within any road allowance or Surrey right-of-way, the Property Owner shall conform to the requirements of Surrey's "Highway and Traffic By-law, 1997, No. 13007".

7.2 The Property Owner shall install a water meter and an underground chamber in a manner and of such make and design as documented in Surrey "Water Meter Design Criteria and Supplementary Specification" immediately downstream of the point of connection to Surrey water main on 78 Avenue at 195B Street.

7.3 The Property Owner shall submit engineering drawings of the water pipe installation to Surrey prior to construction, and upon its completion, submit as-built drawings for Surrey's records.

Disconnect from Well Water Source:

7.4 The Property Owner shall disconnect any connection between the Property's well water source and the water distribution system within the Property that are connected to Surrey's water system.

Responsibility for Maintenance of Water Meters:

7.5 The meter is owned and maintained by Surrey. The meter chamber, lid, fixtures and appurtenances other than the meter are owned and maintained by the Property Owner.

7.6 Surrey 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 Property Owner or occupant of the Property, any expense caused to Surrey shall be charged against and collected from Property Owner or occupant of the Property.

7.7 The Property Owner shall maintain full and unobstructed access to the meter and meter chamber to allow Surrey to read and maintain the meter.

Interference with Water Service:

7.8 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 Surrey curb stop valve or meter without permission in writing from the General Manager, Engineering.

Obstruction or Destruction of the Waterworks:

7.9 No person shall destroy, or damage in any manner any meter, valve or other fixture or any property of the works.

7.10 No person shall obstruct, at any time, or in any manner, the access to any 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 Surrey 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 the Water By-law.

7.11 No person shall bury, cover or obstruct the water shut-off and/or meter. Surrey 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 Property Owner.

Private Disposition or Sale of Water:

7.12 No person 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 Property Owner's own use and benefit without prior written approval of Surrey.

Contamination, Cross Connection and Backflow Prevention:

7.13 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.

8. Water Service from Langley

8.1 At the time Langley is able to supply water to the Property, the Property Owner shall establish service from Langley and shall be responsible for all costs related to connecting to Langley's water distribution system. All work must be done in accordance with the requirements of Langley.

9. Restrictive Covenant

9.1 The Property Owner shall file a Restrictive Covenant reflecting the terms of this agreement against title to the Property. The terms of this agreement will transfer with change of ownership until such time that the Service from the Surrey water distribution system is no longer required.

9.2 Each party hereby covenants, each to the other, that it will do all things and execute and deliver such deeds, discharges, releases or paper writings in good and registrable form as are necessary to carry out the intention of this Agreement.

10. Notices

10.1 Any notice which may be or is required under this Agreement shall be in writing and delivered or sent by facsimile transmission, addressed to:

i) To Surrey:

City of Surrey
14245 - 56 Avenue
Surrey, BC V3X 3A2
Attention: General Manager, Engineering
Phone No.: (604) 591-4113
Fax No.: (604) 591-8731

ii) To Langley:

Township of Langley
20338 - 65 Avenue
Langley, BC V2Y 3J1
Attention: General Manager of Engineering
Phone No.: (604) 534-3211
Fax No.: (604) 532-3555

iii) To the Property Owner:
19617 - 78 Avenue
Langley, BC V4N 1M9
Attention: Owner of 19617 78 Avenue

or such other address as either party may in writing specify to the other.

11. Definitions

11.1 The following definitions apply throughout this Agreement.

"Council" means the City Council of the City of Surrey.

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

"normal use" means water used for essential purposes including household sanitation, human consumption and food preparation.

"person" shall, when necessary, mean and include the Property 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 Langley for any water supplied or made available from the works to the Property.

"Service" means the supply of water from the works to the Property, 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.

"water" means water supplied by the City.

"Water By-law" means Surrey Waterworks Regulation and Charges By-law, 2007, No. 16337, as may be amended or replaced from time to time.

"waterworks" or "works" means the waterworks system of the City of Surrey.

"waterworks system" means all waterworks and all appurtenances thereto and owned, controlled, maintained and operated by the City or by agreement between the City and others.

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

CITY OF SURREY

by its authorized signatories:

TOWNSHIP OF LANGLEY

by its authorized signatories:

OWNERS OF 19617 78 AVENUE, LANGLEY, BC

by its authorized signatories:
