

# CITY OF SURREY



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

---

# TABLE OF CONTENTS

	<u>PAGE</u>
<b>PART 1 - CITATION</b> .....	<b>2</b>
<b>PART 2 - DEFINITIONS</b> .....	<b>2</b>
<b>PART 3 – GENERAL PROVISIONS</b> .....	<b>8</b>
Applicability of By-law .....	9
Role of the <i>General Manager, Finance and General Manager, Engineering</i> .....	9
Supply of <i>Water Throughout the City</i> .....	9
No Obligation to Provide <i>Service</i> .....	9
<i>Water Supplied to Private Water Utilities</i> .....	9
Purpose of the Water Service.....	10
<i>City Not Liable for Failure of the Water Supply</i> .....	10
Pressure, Supply and Quality .....	10
<b>PART 4 – ESTABLISHMENT OF <i>WATER SERVICE</i></b> .....	<b>11</b>
Work on the <i>Service Connection</i> .....	11
Interference with <i>Water Service</i> .....	11
Hydrant, Standpipe or Valve.....	11
Determination of Source of <i>Water Service</i> .....	12
<i>Temporary Service Connection</i> .....	12
Statement of Use .....	16
Change or Addition in the Number, Type of Fixtures .....	16
<b>PART 5 – DISCONTINUANCE OF A <i>WATER SERVICE</i></b> .....	<b>16</b>
Discontinuance of <i>Water Service</i> .....	16
Reconnection of <i>Service Connection</i> .....	17
<b>PART 7 – RESPONSIBILITIES OF THE PUBLIC / <i>OWNER / CONSUMER</i></b> .....	<b>18</b>
Obstruction or Destruction of the <i>Water Works</i> .....	18
Private Disposition or Sale of <i>Water</i> .....	18
Maintenance of Private Water Service.....	18
Right of Inspection.....	19
Wastage of <i>Water</i> .....	19
<i>Water Usage for Construction Purposes</i> .....	20
<b>PART 8 – PREVENTION OF CONTAMINATION</b> .....	<b>20</b>
Contamination, <i>Cross Connection</i> and <i>Backflow</i> Prevention .....	20
<b>PART 9 – <i>WATER METERS</i></b> .....	<b>21</b>
<i>Water Meter Requirements</i> .....	21
Installation of <i>Water Meters</i> .....	21
<i>Water Meter Rates</i> and Credit.....	22
Responsibility for Maintenance of <i>Water Meters</i> .....	23
Testing of <i>Water Meters</i> .....	23
Refunds on <i>Water Meter Charges</i> Due to Inaccuracy of <i>Water Meter</i> .....	23
<b>PART 10 – <i>FIRE SERVICE</i></b> .....	<b>24</b>
<i>Fire Service Connection Costs</i> .....	25

<b>PART 11 – WATER MAIN EXTENSIONS.....</b>	<b>25</b>
General Conditions .....	25
<i>Water Main Extensions</i> for Irrigation or Agriculture.....	25
Application for <i>Water Main Extensions</i> .....	26
<i>Water Main Extensions</i> Proposed for Construction By An Applicant .....	27
Refunds .....	27
Upsizing of <i>Water Mains</i> .....	27
Recovery of <i>City’s</i> Costs .....	27
General Provisions .....	27
<b>PART 12 – RATES, FEES AND CHARGES .....</b>	<b>28</b>
Establishing <i>Water Rates</i> , Fees and Charges .....	28
<i>Water Service Rates</i> , Fees and Charges .....	29
<b>PART 13 – OFFENCES AND PENALTIES .....</b>	<b>29</b>
Offences .....	29
Penalties .....	30
<b>PART 14 – EFFECTIVE DATE .....</b>	<b>30</b>
<b>PART 15 – SEVERABILITY .....</b>	<b>30</b>
<b>PART 16 – REPEAL .....</b>	<b>31</b>
<b><i>FLAT RATE CHARGES – EFFECTIVE JANUARY 1, 2020</i>.....</b>	<b>35</b>

**LIST OF SCHEDULES**

Schedule A: Application for Water Service Connection ..... 25

Schedule A-1: Application for a Temporary Water Service Connection..... 26

Schedule A-2: Application for Water Service Connection to Agricultural Lands ..... 27

Schedule B: Flat Rates for Water Services..... 28

Schedule C: User Rates for Meter Consumption..... 29

Schedule D: User Rate Categories..... 31

Schedule D-1: Special Fees..... 32

Schedule E: Connection Fees ..... 33

Schedule F: Water Main Extensions By An Applicant Wishing to Front-End Its Costs ..... 34

**CITY OF SURREY**

**BY-LAW NO. 16337**

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

.....

**As amended by By-law No: 16579, 02/25/08; 16846, 01/19/09; 17067, 12/14/09; 17308, 01/10/11; 17289, 02/07/11; 17554, 02/06/12; 17829, 12/17/12; 18122, 01/13/14; 18394, 02/02/15; 18576, 12/14/15; 18968, 12/19/16; 19415, 12/18/17; 19729, 12/19/18; 19770, 02/25/19; 19973, 12/16/19; 20053, 04/20/20**

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

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

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

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

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

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

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

#### PART 1 - CITATION

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

#### PART 2 - DEFINITIONS

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

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

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

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

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

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

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

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

"AUTHORIZED REPRESENTATIVE" means a person, body, entity or company retained by the *owner* and authorized by the *owner* to act on the *owner's* behalf.

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

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

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

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

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

"BUILDING BYLAW" means the "Surrey Building Bylaw, 2012, No. 17850", as may be amended or replaced from time to time.

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

"CITY" means the City of Surrey.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

"HIGHWAY" includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"REAR OR SIDE YARD SERVICE CONNECTION" means a *service connection* that connects a *parcel* to the *City water* main where the *City water* main connected is not the *fronting water* main or *flanking water* main for the *parcel*; and there is no existing *fronting water* main or *flanking water* main for the *parcel*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **PART 3 – GENERAL PROVISIONS**

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

## **Applicability of By-law**

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

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

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

## **Supply of *Water Throughout the City***

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

## **No Obligation to Provide *Service***

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

## ***Water Supplied to Private Water Utilities***

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

## **Purpose of the Water Service**

13. Except for distribution to *parcels* in the agricultural land reserve and distribution to construction projects where permitted under this By-law, the *water* supplied by the *City* is for *normal use* and *fire service*. Subject to the availability of *water* in excess of *normal use* and *fire service*, *water* may also be used for other less essential, aesthetic-enhancing purposes such as lawn and *garden irrigation*, car washing and other cleaning processes, such use to be in compliance with the provisions set out within "Drinking Water Conservation Plan By-law, 2004, No. 15454" as may be amended or replaced from time to time.
14. For *parcels* in the agricultural land reserve, the *water* supplied by the *City* is for *normal use*, except for commerce and industries. Subject to the availability of *water* in excess of these purposes, *water* may also be used for other less essential, aesthetic-enhancing purposes such as lawn and *garden irrigation*, car washing and other cleaning processes, such use to be in compliance with the provisions set out within "Drinking Water Conservation Plan By-law, 2004, No. 15454" as may be amended or replaced from time to time.
- 14.1 For construction projects, the *water* supplied by the *City* is for use in the construction of the project including but not limited to machine maintenance, surface and material preparation, and its use shall conform to the requirements of Sections 49 through 49.3 of this By-law, and comply with the provisions set out in "Drinking Water Conservation Plan By-law, 2004, No. 15454" as may be amended or replaced from time to time.

## **City Not Liable for Failure of the Water Supply**

15. The *City* shall not be liable for the failure of the *water* supply in consequence of any accident or damage to the *Works*, or for excessive pressure or lack of pressure, or any temporary stoppage on account of alterations or repairs, whether the failure arises from the negligence of any *person* in the employ of the *City* or any other *person* or through natural deterioration or obsolescence of the *City's* system, or otherwise. In the event of the failure or stoppage continuing for more than thirty (30) consecutive days, an equitable reduction shall be made on all flat *rates* for *service* affected by the failure or stoppage.

## **Pressure, Supply and Quality**

16. The *City* does not guarantee pressure nor continuous supply of *water*, nor does it accept responsibility at any time for the maintenance of pressure on its lines nor for increase or decreases in pressure. The *City* reserves the right at any and all times, without notice, to change operating conditions of a *service* or *service connection* for the purposes of making repairs, extensions, alterations or improvements, or for any other reason, and to increase or reduce pressure at any time. Neither the *City*, its officers, employees or *agents* shall incur any liability of any kind whatever by reason of the cessation in whole or in part of *water* pressure or *water* supply, or changes in operating pressures, or pressure fluctuation due to thermal expansion, or by reason of the *water* containing sediments, deposits, or other foreign matter.

17. *Consumers* depending on a continuous and uninterrupted supply of *water*, consistent *water* pressure or having processes or equipment that require particularly clear or pure *water* shall provide on the *parcel* and at their cost, such emergency storage, over-size piping, pumps, tanks, filters, means of *water* treatment, pressure regulators, check valves, additional service pipes, or other means for a continuous and adequate supply of *water* suitable to their requirements.
18. Where steam or hot *water* boilers or other equipment is fed with *water* by pressure direct from the *City water* mains the *City* shall not be liable for any injury or damage which may result from such pressure or from lack of such pressure.

#### **PART 4 – ESTABLISHMENT OF WATER SERVICE**

##### **Work on the Service Connection**

19. No work of any kind connected with the *service connection*, either for the laying of new, or repairing of existing *service connections* shall be permitted within road rights-of-way or statutory rights-of-way by any *person* other than an employee or *agent* of the *City* and no *person* shall make any connection to the *waterworks system* whatsoever without permission in writing from the *General Manager, Engineering*.
20. A *water main* will not be considered as a *fronting water main* or a *flanking water main* under the following conditions:
  - (a) the *water main* is of size 450mm or greater; or
  - (b) the *water main* is located on the opposite side of one of the roads identified in the *Design and Construction Standards* as requiring the *water main* to be on the same side of that road; or
  - (c) the *water main* is located in a statutory right of way, easement or any unopened *City* road allowance, including *laneway* and walkway path; or
  - (d) the *water main* is not part of *City's waterworks*.

##### **Interference with Water Service**

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

##### **Hydrant, Standpipe or Valve**

22. "No person, except an employee of the *City* in the course of his or her employment, is allowed to use a *City* hydrant without written authority from the *General Manager, Engineering*.

- 22.1 Any person, other than a *City* employee, who wants to use *City* hydrant, standpipe or valve must obtain written approval from the *General Manager, Engineering*.
23. Every *person* who receives authority from the *General Manager, Engineering* to open any hydrant, standpipe or valve and take *water* from it shall pay the permit fee plus the *water* usage fees as set out in Schedule "D-1" to this By-law.

#### **Determination of Source of *Water Service***

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

#### **Temporary Service Connection**

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



- (b.1) By signing and submitting to the *City* the form contained in Schedule "A-1" to this By-law, the *owner* acknowledges that the *service connection* is a *temporary service connection* and agrees to support and pay the *owner's* respective share of a *local service tax* or *latecomer charge* as may be applicable in the future for a *water main extension* to serve the *parcel*.
- (c) Each *owner* shall provide, construct and maintain at the *owner's* expense the *temporary service connection* from the point of connection to the *City water main*, complete to the *parcel* for which the connection is provided. Where the pipe is to be laid within any road allowance or *City* right-of-way or easement, the *owner* shall conform to the requirements of the "Highway and Traffic By-law, 1997, No. 13007" as amended or replaced from time to time. Where the pipe is to be laid through lands not owned by the *owner*, an easement to which the *City* is a party must be executed and registered in the land title office by the *owner* prior to any connection being provided by the *City*.
- (d) Deleted.
- (d.1) If the *parcel* to which the *temporary service connection* is provided is rezoned, subdivided, consolidated with another *parcel*, undergoes a renovation with a total building value, as defined in *Building By-law*, of greater than \$400,000, or if the existing *dwelling unit* is demolished, or if a larger *service connection* is requested by the *owner*, the existing *temporary service connection* will be discontinued and the *owner* must apply for a new *service connection* to connect to the existing *fronting water main* or *flanking water main* for that *parcel*. The *owner* is responsible for all the costs associated with abandoning the *temporary service connection*. If there is no existing *fronting water main* or *flanking water main* for the *parcel*, a new *water main* must be installed on that street either as a local area service, or installed by the *applicant* or by another party as approved by the *General Manager, Engineering*.
- (e) Every connection shall be deemed to be *temporary* and the *City* may discontinue *service* in any of the following circumstances:
  - (i) When application is made by any other *person* or *persons* for extension of a *water main* along the road allowance which will provide service to the *parcel*;
  - (ii) When the *City* decides to proceed with the construction of a *water main* on the road allowance which will provide service to the *parcel*;
  - (iii) If the *owner* fails to properly maintain the *temporary service connection* from the point of connection to the *City water main*, complete to the *parcel* for which the connection is provided; or
  - (iv) If the *owner* contravenes any of the provisions of this By-law.

- (f) Where any *temporary service connection* is discontinued pursuant to (i) or (ii) of sub-section (e) of this Section 27 and the *parcel* served thereby is to be subsequently connected to a *water main* which has been constructed to serve the *parcel*, the *owner* shall pay:
    - (i) the *actual cost* incurred by the *City* to disconnect and remove the *temporary service connection*;
    - (ii) the *connection charge* to provide the new *service connection* to the *parcel*; and
    - (iii) any *local service tax* and *latecomer charges*, as applicable.
  - (g) Each *owner* shall register a restrictive covenant on title to the *parcel* in form satisfactory to the *General Manager, Engineering*, and the restrictive covenant shall include the conditions prescribed in (a) to (f) of this Section 27.
  - (h) Each *owner* shall pay all costs associated with the *temporary service connection* including the *connection charge* and all other *rates, fees* and charges.
- 27.1 Where there is already one (1) *temporary service connection*, servicing *real property* located on the same street as the *applicant's parcel*, whether or not an agreement or restrictive covenant, or both, regarding the *temporary service connection* is registered on title or is on file with the *City*, no new *temporary service connection* will be permitted. Instead, a new *water main* shall be installed on that street either as a local area service, or installed by the *applicant* or by another party as approved by the *General Manager, Engineering*.

### **Application for Installation of Service Connection**

28. All applications for the installation of *service connections* shall be made at the office of the *General Manager, Engineering* by the *owner(s)* who shall at the time of making the application, execute an agreement with the *City*. The application and agreement shall be in the form contained in Schedule "A" to this By-law except in the case of application for *water service connection* to agricultural lands, where the application and agreement shall be in the form contained in Schedule "A-2" to this By-law.
- 28.1 Every application for a *service connection* must be accompanied by the applicable *connection charge* plus any *local service tax* and *latecomer charges* and all other *rates, fees* and charges set out in this By-law.
- 28.2 A *parcel* may be entitled to a *service connection* if there is an existing *fronting water main* or *flanking water main* for the entire *frontage* or the entire *flankage* of the *parcel*. When there is no *fronting water main* or *flanking water main* for that *parcel*, a new *water main* shall be installed for the entire *frontage* and *flankage* of the *parcel* as applicable, either as a local area service, or installed by the *applicant* or by another party as approved by the *General Manager, Engineering*, before a new *water service connection* can be granted.

29. A replacement *service connection* to an existing *fronting water main* or *flanking water main* is required when there is an application to *redevelop* a *parcel* and the existing *service connection* to the *parcel* meets one or more of the following conditions:
- (a) the *service connection* is 30 years old or older; or
  - (b) the *service connection* is not connected to an existing *fronting water main* or existing *flanking water main* for that *parcel*; or
  - (c) a larger *service connection* is requested by the *owner*; or
  - (d) the *service connection* has a history of leaks or breaks according to the *City's* records.

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

- 29.1 If a *parcel*, with a *service connection* connected to a *water main* that is not part of *City's* *waterworks*, is rezoned, subdivided, consolidated with another *parcel*, undergoes a renovation with a total building value, as defined in the *Building By-law*, of greater than \$400,000, or if the existing *dwelling unit* is demolished, or if a larger *service connection* is requested by the *owner*, the existing *service connection* will be discontinued and the *owner* must apply for a new *service connection* to connect to the existing *fronting water main* or *flanking water main* for that *parcel*. The *owner* is responsible for all the costs associated with abandoning the *service connection*. If there is no existing *fronting water main* or *flanking water main* for the *parcel*, a new *water main* must be installed on that street either as a local area service, or installed by the *applicant* or by another party as approved by the *General Manager, Engineering*.
- 29.2 If a *parcel* with a *rear or side yard service connection* is rezoned, subdivided, consolidated with another *parcel*, undergoes a renovation with a total building value, as defined in the *Building By-law*, of greater than \$400,000, or if the existing *dwelling unit* is demolished, or if a larger *service connection* is requested by the *owner*, the existing *service connection* will be discontinued and the *owner* must apply for a new *service connection* to connect to the existing *fronting water main* or *flanking water main* for that *parcel*. The *owner* is responsible for all the costs associated with abandoning the *service connection*. If there is no existing *fronting water main* or *flanking water main* for the *parcel*, a new *water main* must be installed on that street either as a local area service, or installed by the *applicant* or by another party as approved by the *General Manager, Engineering*.
- 29.3 Despite Section 29.2, where the renovation building value, as defined in the *Building By-law*, is \$400,000 or less and there is no existing *fronting water main* or *flanking water main*, the existing *rear or side yard service connection* may be kept. If the existing *rear or side yard service connection* is 30 years old or older, a new *rear or side yard service connection* may be installed.

- 29.4 Despite Section 29.2, where the *rear or side yard service connection* is connected to an existing *City water* main located in a *City-owned, paved laneway*, the *rear or side yard service connection* can remain in the existing location, provided that other requirements in this By-law are met. Notwithstanding this provision, the continued use of the *rear or side yard service connection* in any *laneway* is subject to the approval by the *General Manager, Engineering*."

### **Statement of Use**

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

### **Change or Addition in the Number, Type of Fixtures**

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

## **PART 5 – DISCONTINUANCE OF A WATER SERVICE**

### **Discontinuance of Water Service**

32. It shall be lawful for the *City* to reduce the quantity of *water* supplied to, or to entirely discontinue the *service* to any *consumer* who has violated any of the provisions of this By-law, or when, in the opinion of the *Council*, the public interest requires such action.
33. (a) Any consumer wishing to have the *water service* discontinued temporarily (not greater than a twelve-month period from the application date) shall make an application for *temporary* turn off to the *City* and pay the fees set out in Schedule "D-1" to this By-law.
- (a.1) During the *temporary* turn off of *water service* (not greater than a twelve-month period from the application date), the *consumer* shall pay for:
- (i) the full amount of *water* as registered by the meter, if any, including the base charge according to the *rate* applicable to the *service* as set out in Schedule "C" of this By-law; or
  - (ii) if the *parcel* is not currently metered, the full amount of flat *rate* charges

as set out in Schedule "B" of this By-law.

- (a.2) To avoid payment of *water rates* during the *temporary* turn off of the *water service* to the *parcel*, the *consumer* must give notice of permanent *abandonment* to the *City* as described in Section 33(b) or install a meter on the *parcel*.
  - (b) In the case of permanent *abandonment*, the *consumer* shall give the *City* not less than five (5) working days notice of the *abandonment* of the *service* to the *parcel*. The notice shall be provided together with the fee as set out in Schedule "D-1" of this By-law. The burden of proof of delivery of the notice shall be upon the *consumer*. Every *consumer* shall be liable for the full amount of *rates* chargeable for the *service* as set out in Schedule "B" or Schedule "C" of this By-law, whichever applied to the *parcel* prior to *abandonment*, until the notice of *abandonment* request is received and acted on by the *City*.
34. When a flat rate *water service* is discontinued upon request by a *consumer* in the manner described in Section 33(b), the *General Manager, Finance* shall allow a rebate of the annual flat *rate* proportionate to the remaining portion of the current year, and shall cause the rebate to be entered upon the current year's *water rates* roll, provided that the *General Manager, Finance* shall apply the rebate first against arrears of charges owing by the *owner* under this By-law.
35. Prior to starting any demolition work the holder of a demolition permit shall apply to the *General Manager, Engineering*, and pay the fees set out in Schedule "D-1" to this By-law, to temporarily turn off or permanently abandon the *water service connection*. Failure to make application shall be subject to the fines prescribed in this By-law.

### **Reconnection of Service Connection**

36. When any *service* has been discontinued from any *parcel* for non-payment of *rates*, fees or charges or violation of any of the provisions of this By-law, the *City* may, before reconnection is permitted to be made to the *parcel*, require the following payments to be made by the *owner*:
- (a) all relevant fees as set out in Schedule "D-1" and/or Schedule "E" of this By-law in order to properly reinstate the *service* to the *parcel*; and
  - (b) any outstanding *water rate* charges for metered properties, including the base charge as set out in Schedule "C" of this By-law, or any outstanding annual flat *rate* charge as set out in Schedule "B" of this By-law,

and the *General Manager, Finance* may allow a reduction of the fee proportionate to the remaining portion of the current year at the date of the reconnection. The *General Manager, Finance* may cause the flat *rate*, or part thereof, together with *service* charges, to be entered in the current year's *water rates* roll.

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

## **PART 7 – RESPONSIBILITIES OF THE PUBLIC / OWNER / CONSUMER**

### **Obstruction or Destruction of the *Water Works***

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

### **Private Disposition or Sale of *Water***

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

### **Maintenance of Private *Water Service***

43. It shall be the duty of every *consumer* to ensure that all taps, fittings and appurtenants connected with the *service* within the existing *parcel of land* are good and sufficient and installed and connected in accordance with the requirements of the "Surrey Building By-law, 2012, No. 17850" and "Surrey Plumbing By-law, 1981, No. 6569", both as may be replaced or amended from time to time. The *General Manager, Engineering* or any other agent or employee of the *City* shall refuse to turn on the *water* to any existing premises and may discontinue *service* to any existing premises should the provisions not be complied with to the satisfaction of the *General Manager, Engineering*. All *persons*

shall maintain in good order and repair the *service* pipes, valves, meters, and meter boxes, plumbing and other fixtures located on the *parcel*.

44. Every *consumer* shall provide for each *service connection* to the *consumer's parcel of land* a strainer and a pressure-reducing valve upon the request of the *General Manager, Engineering*. The costs related to the installation of these appurtenances, including plumbing permit application, shall be the responsibility of the *owner*.

### **Right of Inspection**

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

### **Wastage of Water**

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

## **Water Usage for Construction Purposes**

49. No contractor or other *person* shall use for construction purposes of any kind or description any *water* from any pipe or main of the *waterworks*, or from any other *consumer*, without the prior written permission of the *General Manager, Engineering* and not until the amount fixed by the *rates* in force at the time has been paid and all provisions made for the proper protection of the supply pipe have been complied with. In addition, the *General Manager, Engineering* must first be satisfied that adequate provision has been made to control a *cross connection* to the *City water* system in compliance with the *Cross Connection Control By-law*.
- 49.1 A contractor or other *person* may use *City water* for construction purposes, either through a *City water* filling station, a *construction service connection* or hydrant as authorized by the *General Manager, Engineering*. The applicable fees set out in Schedules "D-1" and "E" of this By-law, including the charges associated with the actual *water* consumption, must be paid by the *owner* of the *parcel* where the construction occurs.
- 49.2 In order to use an existing *service connection* or to install a new *service connection* as part of creating a *construction service connection*, an application must be made to the *General Manager, Engineering*. Installation of a *construction service connection* shall include the installation of a *water meter* and *backflow preventer*. The applicable fees set out in Schedules "D-1" and "E" of this By-law, including the charges associated with the actual *water* consumption, must be paid by the *owner* of the *parcel* where the construction occurs.
- 49.3 A *construction service connection* will be abandoned by the *City* if that *construction service connection* does not form the permanent *service connection* to any *parcel*. The fee associated with *abandonment* of the *construction service connection* is to be paid by the *owner* of the *parcel* where the construction occurs when making the initial application as described in Section 49.2 of this By-law."

## **PART 8 – PREVENTION OF CONTAMINATION**

### **Contamination, Cross Connection and Backflow Prevention**

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



## PART 9 – WATER METERS

### Water Meter Requirements

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

### Installation of Water Meters

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

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

### **Water Meter Rates and Credit**

58. Every *consumer* having a *metered service* shall pay for the full amount of *water* as registered by the meter, according to the *rate* applicable to the *service*.
59. Despite Section 58, a *consumer* who volunteers to have a meter installed by the *City* under a residential *water* metering program may receive a "voluntary metering bill credit" equal to the difference between the meter *rate* charges for the first twelve (12) months of consumption subsequent to meter installation, and the amount that would have been payable as a flat *rate*. A credit will be applied only to future *water* charges, and only if all of the following conditions are met:
- (a) the meter *rate* charges in the first twelve (12) months must exceed the flat *rate*; and
  - (b) the difference between the meter *rate* charges and the amount that would have been payable as a flat *rate* must be more than \$100; and
  - (c) a credit will not be applied if there has been a change of ownership of the *parcel* during the 12-month period; and
  - (d) the credit is available to *single family dwellings* and *duplex houses* only; and
  - (e) the credit must be requested in writing by the *consumer* within 15 months of volunteering for a meter.
60. When the *City* imposes a meter on the *water* connection, the *General Manager, Finance* shall adjust the *water rates* roll accordingly and a credit shall be allowed to the *consumer* on the meter *rate* account for the balance of the flat *rate* proportionate to the unexpired portion of the year covered by the flat *rate* payment. The balance of the meter *rate* shall be payable from the time the meter is installed whether during any period already paid for by the flat *rate* or not.
61. If a meter sticks or fails to indicate correctly the quantity of *water* which is passing or which has passed through it, or if the meter cannot be accessed, the *City* shall be entitled to charge for the *water* according to the average consumption for the twelve (12) months immediately preceding the date upon which the meter was last known to be in order, or based on consumption measured by the new or repaired meter for four (4) months, whichever is higher.

## **Responsibility for Maintenance of *Water Meters***

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

## **Testing of *Water Meters***

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

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

67. The *City* will consider refunds, adjustments and/or meter repair or replacement only when the meter testing result indicates that the percentage accuracy of the meter is less than 95% or greater than 105%.
68. If the test outlined in Section 65 shows that the percentage accuracy is greater than 105%, the meter testing fee shall be refunded to the *consumer*, the water meter will be replaced or repaired, and the *consumer's* account for *service* shall be adjusted accordingly.
69. If the test outlined in Section 65 shows that the percentage accuracy is less than 95% the meter testing fee shall be retained by the *City*.
70. Deleted.

## Leak Adjustment

- 70A.1 Notwithstanding the provisions of Sections 67 through Section 69 of this By-law, where a concealed leak, or a leak that cannot be reasonably detected through normal daily observation, is discovered in the *water* pipes, taps, fittings or appurtenances located within the *consumer's parcel*, the leak must be repaired by the *consumer* to the satisfaction of the *General Manager, Engineering* within one (1) week of discovery.
- 70A.2 A *consumer* may apply for an adjustment to the utility bill for the *parcel* by completing and submitting to the *City* the "Leak Adjustment Request Form" together with proof that the leak has been repaired. If the request for a leak adjustment is approved, the *City* shall provide a credit to the *consumer's* account.

## PART 10 – FIRE SERVICE

71. All *fire services* shall be installed so that *water* used or which could be used for other than fire purposes, shall be metered and all costs shall be borne by the *owner*.
72. Deleted.
73. If it is found that *water* on any *fire service* is being used for other than fire fighting purposes the *General Manager, Engineering* may shut off the *service* until a meter has been installed on the *service* at the expense of the *owner*. The meter shall be fire rated.
74. All meters used on *fire services* shall be of a make and design approved by the *General Manager, Engineering*.
75. For all new construction, except *single family dwelling* and *duplex house*, where a *fire service* is required, a dedicated *service* for the sole purpose of fire fighting shall be provided by the *owner* with no connection to any domestic service.
- 75.1 All new *fire services* must have a *detector meter backflow preventer* installed and tested as specified in the *Cross Connection Control By-law*.
- 75.2 When an application is made to *redevelop* a *parcel* with an existing dedicated *fire service water* main without a *detector meter backflow preventer* or when a larger *fire service* is requested by the *owner*, or a replacement *fire service* is required in this By-law, a new *detector meter backflow preventer* shall be installed and tested as specified in the *Cross Connection Control By-law*.
- 75.3 The full amount of any *water* consumption recorded by the *detector meter backflow preventer* on the *fire service* will be charged by the *City* to the *owner* at the user rates set out in Schedule "C" of this By-law.

- 75.4 When, in the sole opinion of *General Manager, Engineering*, there is a continuous amount of *water* consumption recorded by the *detector meter backflow preventer* on a *fire service*, the *owner* of the *parcel* shall allow access for a *City* employee or agent to conduct inspections within and around the *parcel* to identify any connection between the *fire service* and the *domestic service connections*. The cost of such inspection shall be borne by the *owner* of the *parcel*.
- 75.5 The *owner* shall rectify any connection between the *fire service* and *domestic service connection* by disconnecting all inter-connections. All costs associated with this requirement, including the application for plumbing permit, shall be the responsibility of the *owner*. Such work shall be completed within the time specified in the notice given by the *City*. Failure to comply may result in the termination of *water* supply to the *parcel*.

### ***Fire Service Connection Costs***

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

## **PART 11 – WATER MAIN EXTENSIONS**

### **General Conditions**

77. Deleted.
78. The cost of constructing a *water main extension* may be shared by the *City* and the *owners* of the *benefiting lands* in accordance with the provisions and subject to the limitations in this By-law.
79. *Water main extensions* for which the *City* bears any portion of the cost, shall only proceed provided the costs are:
- (a) recoverable in part or whole from each of the existing as well as future *parcels* of land that will be served by the *water main extensions*;
  - (b) within the limit of the funds allocated for these purposes within the budget of the *City's water* utility; and
  - (c) not excessive, as determined by the *Council*.

### ***Water Main Extensions for Irrigation or Agriculture***

80. *Water main extensions* for the purposes of irrigation or agriculture shall not be considered.

81. A *water main extension* for domestic *service* to a *parcel* in the agricultural land reserve, may be considered.
82. *Water main extensions* to *service* a *parcel* in the agricultural land reserve shall only be considered where the *owner* of the *parcel* so *serviced* acknowledges the restrictive nature of the *water* supply which includes *water* supply only for essential purposes such as normal household requirements including sanitation, human consumption and food preparation. Subject to the availability of *water* in excess of these purposes, *water* may also be used for other less essential, aesthetic enhancing purposes, such as lawn and *garden irrigation*, car washing and other cleaning processes. Such use to be in compliance with the provisions set out within the *City's* "Drinking Water Conservation Plan By-law, 2004, No. 15454" as may be amended or replaced from time to time. *Water* supply to a *parcel* may be shut off by the *City* if the *water* supplied to the *parcel* is used for non-essential, aesthetic enhancing purposes when the *waterworks system* does not have the capability to support such usage.

### **Application for *Water Main Extensions***

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

### ***Water Main Extensions Proposed for Construction By An Applicant***

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

### **Refunds**

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

### **Upsizing of Water Mains**

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

### **Recovery of City's Costs**

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

### **General Provisions**

92. Notwithstanding the provisions of this By-law, the *City* shall not be obligated to construct any *water main extension* or approve construction of any *water main extension* by an *applicant*:
- (a) if the supply of *water* available for distribution within the *waterworks system*, or any part of it, is inadequate to meet the needs of the *consumers* already receiving *service*; or

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

## **PART 12 – RATES, FEES AND CHARGES**

### **Establishing Water Rates, Fees and Charges**

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



## **Water Service Rates, Fees and Charges**

102. The *rates*, fees and charges enumerated in Schedules "B", "C", "D-1", and "E" are hereby imposed and levied for *water* supplied or ready to be supplied by the *City* and for connections to the mains of the *City*, and all *rates*, fees and charges shall form a charge on the *parcels* of the respective *owners* using the *water* and may be recovered in the same manner and by the same means as overdue taxes.
- 102.1 The user *rates* levied pursuant to this By-law in no way legalize the use for which the *rates* are being charged, which may or may not be in contravention of other *City* by-laws. In charging the *rates*, no determination of compliance with other *City* by-laws has been made and should the use of land and premises contravene any of the by-laws now or in the future, the *City* reserves the right to enforce those by-laws in accordance with their provisions.
103. All accounts for *water service* and meter *rates* shall be due and payable at the office of the *General Manager, Finance* at the City Hall in the *City*, or payable to the *person* or *persons* who may be authorized by the *Council* from time to time to receive them.
104. No rebate, refund or credit whatsoever of any moneys paid or payable for *water service* shall be made except as provided in this By-law.
105. No prepayment for any *service* shall prevent the amount of any increase being charged to and collected from any *consumer*.
106. The *City* shall furnish to any *consumer* or ratepayer on request one copy of a statement showing the *rates*, fees and charges for the time being in force for each type of *service*.
107. For all new construction of residential strata buildings to which a new *service connection* is made during a year, a prepaid user *rate* will be payable at the time of building permit application at the *rate* established in Schedule "D-1" for each strata unit proposed to be constructed. The prepaid *rate* will be nonrefundable and applied as a credit to the strata property's metered utility account.

## **PART 13 – OFFENCES AND PENALTIES**

### **Offences**

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

108.1 If any *person* fails to carry out the work required by any provision of this By-law, the *City* may enter the *parcel* to undertake the required work and bill the *owner* for the *actual cost* incurred by the *City* in carrying out the work. The costs shall be paid by the *owner* upon demand, and if remaining unpaid after the 31<sup>st</sup> day of December of the year in which the work is done, shall be deemed to be taxes in arrears on the *parcel* and will be dealt with in the same manner as *City* taxes."

### **Penalties**

109. Every *person* who violates any of the provisions of this By-law, or who suffers or permits any act or thing to be done in contravention of this By-law, or who refuses, omits, or neglects to fulfill, observe, carry out, or perform any duty or obligation imposed by this By-law is liable, on summary conviction, to a fine of not less than the sum of One Hundred Dollars (\$100.00), but not exceeding the sum of Ten Thousand Dollars (\$10,000.00).
110. Where there is an offence that continues for more than one day, separate fines may be issued for each day or part thereof in respect of which the offence occurs or continues.
111. Any *person* who contravenes any provision of this By-law is liable to the *City* for and must indemnify the *City* from all costs, expenses, damages and injuries resulting from the contravention. This does not in any way limit any other provision or any other remedy the *City* may have under this By-law or otherwise at law.
112. The *City* may enforce compliance with the stipulations within this By-law or non-payment of fines by shutting off the provision of *water services* being supplied to the user or discontinuing the service thereof.
113. Nothing in this By-law limits the *City* from utilizing any other remedy that is otherwise available to the *City* at law.

### **PART 14 – EFFECTIVE DATE**

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

### **PART 15 – SEVERABILITY**

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

**PART 16 – REPEAL**

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

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

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

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

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

---

MAYOR

---

CITY CLERK

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

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

TO: CITY OF SURREY (the "City") DATE: \_\_\_\_\_

The General Manager, Engineering Department.

**APPLICATION FOR WATER SERVICE CONNECTION**

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

**TO:** CITY OF SURREY (the "City") **DATE:** \_\_\_\_\_

The General Manager, Engineering Department.

**APPLICATION FOR A TEMPORARY WATER SERVICE CONNECTION**

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

Civic Address: \_\_\_\_\_ Parcel Identifier: \_\_\_\_\_

Legal Description: Lot \_\_\_\_ Block \_\_\_\_ Quarter \_\_\_\_ Section \_\_\_\_ Township \_\_\_\_ Range \_\_\_\_ Plan \_\_\_\_  
(the "Property")

apply for a temporary water service connection to the Property (the "Temporary Connection").

The purpose for which the water service is required:

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

\_\_\_\_\_ initials

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

**TO:** CITY OF SURREY (the "City") **DATE:** \_\_\_\_\_

The General Manager, Engineering Department.

**APPLICATION FOR WATER SERVICE CONNECTION TO AGRICULTURAL LANDS**

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

Civic Address: \_\_\_\_\_ Parcel Identifier: \_\_\_\_\_

Legal Description: Lot \_\_\_\_\_ Block \_\_\_\_\_ Quarter Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ Plan \_\_\_\_\_  
(the "Property")

apply for a water service connection to the Property (the "Connection") for the purpose of:

domestic use only  domestic use plus less essential use, e.g., lawn irrigation, car washing

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

1. That the Connection, if approved, will be subject to all conditions and limitations in Surrey Waterworks Regulation and Charges By-law, 2007, No. 16337, as may be amended or replaced from time to time, including subsequent to the date of this Agreement, (the "Bylaw");
- 1.1 That water is supplied only for essential purposes such as normal household requirements including sanitation, human consumption and food preparation. Subject to the availability of water in excess of these purposes, water may also be used for other less essential, aesthetic enhancing purposes, such as lawn and garden irrigation, car washing and other cleaning processes.
2. To duly pay all the charges, rates, fees and taxes as prescribed by the Bylaw or bylaws of the City pertaining to the supply of water under the Connection;
3. To not rely upon the water supplied to the Property for the purpose of fire protection or fire-fighting or any other uses excepting essential household uses;
- 3.1 That the water supply to the parcel may be shut off if the water is used for less essential, aesthetic enhancing purposes when the City water system does not have the capability to support such usage;
4. That provision of the Connection to the Property may result in increased water use which may affect the efficient functioning of the septic sewage disposal system on the Property. In connection therewith the Owner agrees to monitor and maintain any such septic sewage disposal system in accordance with the health standards and practices applicable to such septic sewage disposal system; \_\_\_\_\_ initials
5. To release, indemnify and save harmless the City, its elected and appointed officials, employees and agents from and against any and all liability, actions, causes of actions, claims damages, expenses, costs, debts, demands or losses suffered or incurred arising out of the breakdown or malfunction of a water facility, system or the Connection, including without limitation: \_\_\_\_\_ initials
  - (a) damages, death, injury or harm arising from the deliberate and inherent inability of the domestic water distribution system to provide fire protection, and
  - (b) damages, injury or harm to the Owner's septic sewage disposal system arising from the provision of water by the City to the Property;
6. To obtain from any purchaser, lessee, tenant or other transferee or occupier of the Property and to deliver to the City, an agreement to be bound by the terms of this Agreement. Provided that this agreement is obtained, then the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Property;
7. That the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever; and
8. That nothing in the Bylaw shall be interpreted to mean that the City gives any assurance to the Owner with respect to the quality, pressure, quantity or continuance of the supply of water.

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

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

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

SCHEDULE "B"

**FLAT RATE CHARGES – EFFECTIVE JANUARY 1, 2020**

1. The following minimum flat *rate* charges for *water services* shall apply to all of the *waterworks system* and its existing connections within the *City*. Categories of charges are based on actual use of the property.
  - a. To every existing single *dwelling unit*, including those within a strata lot; to every existing church; to every existing *duplex house*; to every existing *commercial unit* with a *single dwelling unit* attached thereto and having plumbing fixtures installed in the *dwelling unit* only:  
  
Annual Flat *Rate* - if paid before July 2nd: \$951.00
  - b. To each additional *dwelling unit* located within the structure of a single family *dwelling unit*:  
  
Annual Flat *Rate* - if paid before July 2nd: \$370.00
  - c. To all existing *apartment houses*, and townhouses for each *dwelling unit* contained therein:  
  
Annual Flat *Rate* - if paid before July 2nd: \$370.00
  - d. To every existing commercial buildings containing one (1) *commercial unit* that is not able to be metered:  
  
Annual Flat *Rate* - if paid before July 2nd: \$1,902.00
  - e. To all existing commercial buildings containing two (2) or more *commercial units* that are not able to be metered:  
  
Annual Flat *Rate* - if paid before July 2nd: \$1,902.00
2. The *rates* levied on a *parcel* do not in any way legalize the use of land and premises, which might be in breach of other *City* bylaws. In levying the *rates*, no determination of compliance with other *City* bylaws has been made and should the use of land and premises breach any of its bylaws now or in the future, the *City* reserves the right to enforce those bylaws in accordance with their conditions.
3. Annual user charges are subject to a 5% penalty if paid after the first annual due date of July 2nd and a further 5% penalty if paid after the second annual due date of October 2nd. All flat rate charges including penalties if left unpaid on December 31 of the year will be considered taxes payable the following year.

SCHEDULE "C"

**USER RATES FOR METER CONSUMPTION – EFFECTIVE JANUARY 1, 2020**

1. All water meters shall be read and billed three times per calendar year on a periodic four-month basis.
2. All metered accounts shall be due and payable on the second (2) day of the month following the month in which the account is rendered and are subject to a penalty of five percent (5%) if the amount for that period is paid after the due date. User rates including penalties if left unpaid on December 31 of the year will be considered taxes payable the following year."
3. The following meter rates shall apply to water consumption within the City from metered service connections to the waterworks system:

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

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

- b. The water consumption rate for all meter types will be \$1.1065 per cubic meter.

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



4. Adjustment Due to Faulty Meter

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

5. Undetected Leaks

The leak adjustment described in Sections 70A.1 and 70A.2 of this By-law will be calculated based on the average *water* usage of the *parcel* during the preceding twelve (12) months or other available data at the *City's* discretion. The *water* consumption *rate* charged will be the user *rates* for meter consumption as stated in Schedule "C" of this By-law, including any applicable base charges and applicable sewer charges. The *water* consumption in excess of the average consumption over the preceding twelve (12) months will be charged at \$0.7836 per cubic meter.

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

SCHEDULE "D"  
USER RATE CATEGORIES

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

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

SCHEDULE "D-1"

SPECIAL FEES

1. FOR USE OF CITY'S WATER FOR CONSTRUCTION PURPOSES

1.1. FOR USE OF CITY'S WATER FILLING STATION

- Registration to use *water* filling station \$36.00 per card
- *Water* usage from *water* filling station As set out in Schedule "C" of this By-law, Section 3(b)

1.2 FOR USE OF CONSTRUCTION SERVICE CONNECTION

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

1.3 FOR USE OF CITY'S HYDRANT FOR WATER SUPPLY

- Fee for initial application for a permit to use a City hydrant \$200.00
- Fee for further extension of the initial permit period \$100.00
- For *Water* usage from hydrant \$150.00/day
- Damage Deposit for Hydrant use \$1,000.00

2.	FOR TURNING OFF AND TURNING ON OF SERVICES Permanent abandonment	100% of <i>actual cost</i>
	<i>Temporary</i> turn off / on of water service - during regular <i>City</i> working hours - outside regular <i>City</i> working hours	As set out in "Surrey Fee-Setting By-law, 2001, No. 14577" as may be amended or replaced from time to time
3.	FOR TESTING OF <i>WATER</i> METERS	
	For 16mm and 19mm (3/4") meter	\$ 240.00
	For 25mm (1") meter	\$ 240.00
	For 38 mm (1½ ") meter	\$ 240.00
	For 50 mm (2") meter	\$ 425.00
	For 75 mm (3") meter	\$ 625.00
	For 100 mm (4") meter	\$ 625.00
	For 150 mm (6") meter	\$ 625.00
	For meters over 150mm (6")	\$ 625.00
4.	FOR REMOVAL OF <i>WATER</i> METER	
	For 19mm <i>water</i> meter	100% of <i>actual cost</i>
	For meter larger than 19mm	100% of <i>actual cost</i>
5.	FOR PREPAID NEW RESIDENTIAL STRATA CONSTRUCTION	
	For each strata unit to be constructed	\$101.00

CONNECTION CHARGES

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

- |   |   |
|---|---|
| A. All new connections  | 100% of <i>actual cost</i>  |
| B. Existing connections   | As set out in the "Surrey Fee-Setting By-law, 2001, No. 14577," as amended or replaced from time to time. |
| C. Meter 25 mm diameter or smaller for single family and duplex residential construction where connection, meter box, and meter setter have been provided by developer or <i>consumer</i> | \$225.00  |

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

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

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