

**THE CORPORATION OF THE  
CITY OF WHITE ROCK  
BYLAW NO. 2117**

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A Bylaw to provide for the establishment and regulation of water works, supply, use and rates.

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

Consolidated as of January 2017

<b>TABLE OF CONSOLIDATION</b>			
<b>BYLAW</b>	<b>DATE APPROVED</b>	<b>AMENDMENT NO.</b>	<b>SUBJECT MATTER</b>
2121	December 14, 2015	1	Schedule A (New Title) Schedules B – D
2150	June 13, 2016	2	Replacement of Schedule A Renamed accordingly the following schedules
2176	December 12, 2016	3	Replacement of Schedule A

If you have any questions regarding  
Water Services Bylaw please call the Finance Department at 604 541 2100.

If you have any questions regarding the Water Servicing Bylaw contact the Engineering and  
Municipal Operations Department at 604-541-2312 for questions regarding the Water Services  
Rates, please contact Finance Department at 604-541-2100.

A Bylaw to provide for the establishment and regulation of water works, supply, use and rates.

The CITY COUNCIL of the Corporation of the City of White Rock, in an open meeting assembled, ENACTS as follows:

WHEREAS under its powers under the *Community Charter*, SBC 2003, c 26, The Corporation of the City of White Rock has established a utility for water distribution to supply water to the inhabitants of the City and adjacent localities;

AND WHEREAS it is deemed desirable and expedient to fix the fees, terms and conditions under which water may be supplied to and used by such inhabitants;

AND WHEREAS the City has consulted with the Fraser Health Authority prior to adopting this Bylaw and a certified copy of this Bylaw has been deposited with the provincial Minister of Health;

NOW THEREFORE the Municipal Council of The Corporation of the City of White Rock in open meeting assembled enacts as follows:

## **1. DEFINITIONS**

1.1 In this Bylaw:

- (a) “Complex” means a structure, including those for commercial or residential use, that contains more than one Unit and includes an apartment or condominium, mobile home parks, campgrounds, recreation centres, golf courses, cemeteries, hospitals, or farms;
- (b) "Customer" means any Person, company or corporation who is the Owner, or agent of the Owner, of any Premises to which Water Service is supplied or made available from any part of the Waterworks System and shall include any Person who is the occupier of such Premises and any Person who is a user of Water Service;
- (c) “Owner” means, in respect of real property,
  - (i) the registered owner of an estate in fee simple,
  - (ii) the tenant for life under a registered life estate,
  - (iii) the registered holder of the last registered agreement for sale, or
  - (iv) the holder or occupier of land held in the manner referred to in section 228 [*taxation of Crown land used by others*] or section 229 [*taxation of municipal land used by others*] of the *Community Charter*;
- (d) “Parcel” means any lot, block or other area in which land is held or into which it is subdivided, but does not include a highway, and for certainty, includes:

- (i) a “fee-simple lot” which applies to lots created by subdivision under Part 7 of the *Land Title Act*,
- (ii) a “strata lot” which applies to lots created by subdivision under Part 14 of the *Strata Property Act*, and
- (iii) a “lease lot” which applies to a parcel of land created by subdivision under Part 7 of the *Land Title Act* for the purpose of a lease of more than three (3) years;
- (e) “Person” includes a corporation, firm or natural person, and the trustees, agents, heirs, executors, administrators, legal assigns or other legal representatives of a corporation, firm or natural person;
- (f) “Plumbing Code” means the *British Columbia Plumbing Code*;
- (g) “Premises” means a Parcel of land and buildings or other structures on the land;
- (h) “Property Line” means the boundary of the Parcel owned or occupied by a Customer;
- (i) “Service Connection” means all facilities required to effect a physical connection between the Waterworks System and a private service line to allow a Customer to receive water delivered through the Waterworks System including, without limitation, the water service line from the water main to the Customer’s Property Line;
- (j) “Temporary Customer” means a contractor, developer, Owner or other Person who requires temporary Water Service for the purposes of construction or expansion of a development or for another reason;
- (k) “Unit” means any one of the following:
  - (i) a Parcel,
  - (ii) a building on a Parcel,
  - (iii) a business on a Parcel, whether or not in a building, or
  - (iv) an area of a Parcel or Premises that is occupied under a rental agreement of less than three years or a license of occupation by a Person other than any other Person occupying any other portion of the Parcel or Premises, as applicable,but excludes a “Secondary Suite” as defined in City Bylaw 2009, as amended.
- (l) “Utility” means the water supply and distribution service owned and operated by the City to supply water to the inhabitants of the City and adjacent localities;
- (m) “Waterworks System” means the waterworks of the Utility, including without limitation the plant, pipes, equipment, apparatus, appliances, fixtures, property and

facilities employed to provide, or in connection with providing, the supply of water to the Customer's Property Line;

- (n) "Water Service" includes the supply of water provided by the Utility to the Customer and the plant, pipes, equipment, apparatus, appliances, fixtures, property appurtenances, facilities and ancillary works and services employed to provide, or in connection with providing, supply to the Customer's Property Line;
- (o) "Water Services Agreement" means an executed Water Services Application Form or other executed agreement as approved by the City from time to time;
- (p) "Water Services Application Form" means an application by a Customer for the provision of Water Services to the Customer by the Utility, the form of which is provided in Schedule C.

## **2. CONNECTION OF WATER SERVICE**

### **Account and Obligation to Pay**

- 2.1** (a) The City may add to a Customer's account the fees for all Water Services or other services provided by the Utility to the Customer, and the Customer must pay in full all fees without reduction or set-off for any reason, on receipt of an invoice for the fees.
- (b) An Owner of Premises to which Water Services are supplied is liable for the costs of Water Services supplied to the Premises, whether or not the Premises are rented or leased to a Person other than the Owner. Costs of Water Services supplied to a Premises incurred under a previous Owner will attach to the current Owner of a Premises, including where a Parcel upon which a Premises is located has been subdivided or consolidated.
- (c) Existing accounts with EPCOR White Rock Water, including outstanding balances and fees, will roll over to Utility accounts with the City and are subject to the provisions of this Bylaw. The City may include in its invoices to Customers transitional fees covering the period of the most recent invoice or meter reading prior to the City's acquisition of the Utility up to the closing of the City's acquisition of the Utility.

### **Requirements for Customer's Application for Water Services**

- 2.2** (a) A Customer applying for Water Services requiring a new Service Connection must supply information regarding the location of the Premises to be served, the manner in which the Service Connection will be utilized, and any other information that may be reasonably required by the City.
- (b) Before making a decision on a Customer application requiring a new Service Connection, the City may require additional information from the Customer to verify the identity of the Customer or the accuracy of the information provided, and may require the Customer to sign a formal written application for Water Services on a standard form provided by the City.

(c) Every Customer for whom provision of Water Services requires installation of a new Service Connection or construction of new facilities or an extension to or modification of the Waterworks System, a Water Services Agreement is required before the Utility will provide the requested Water Services.

(d) On receipt of all required information, verification of the Customer's identity and the accuracy of the information, and execution of any applicable acknowledgement form or agreement, the City will:

(i) advise the Customer whether and on what terms the City is prepared to supply Water Services to the Customer;

(ii) in the case of a Customer requiring a new Service Connection, advise the Customer of the type and character of the Service Connection it will supply to the Customer, and any conditions (including without limitation, fee payments by the Customer) that must be satisfied as a condition of installation of a Service Connection and supply of Water Services.

### **Rejection of Application or Water Services or Service Connection**

**2.3** The City may, without limitation, reject a Customer's request for a Service Connection or for Water Services if:

(a) the Customer does not have currently in effect all approvals required for the installation of the Service Connection;

(b) the Customer refuses to enter into a Water Services Agreement or other form of agreement acceptable to the City;

(c) any representation made by the Customer to the City for the purpose of obtaining a Service Connection is, in the City's reasonably held opinion, fraudulent, untruthful or misleading;

(d) the Customer has not, when requested by the City to do so, provided a signed Water Services Application Form;

(e) the type of Water Services or Service Connection applied for is not available or not provided by the Utility in the normal course of business in the area where the Water Services or Service Connection is requested; or

(f) the proposed Water Services or Service Connection will adversely affect the quality of Water Services supplied to other Customers, public health or safety, the health or safety of the City's personnel, or the safety or reliability of any other facilities or the Waterworks System, as determined on the basis of provincial enactments, health authority orders or requirements or City policies or enactments.

### **Water Service Connection to Mains**

- 2.4** The City will provide Service Connections only to the Property Line of Premises fronting on a highway along which a water distribution main of a Waterworks System is in place.

### **Water Service Connection Location**

- 2.5** If Premises abut two separate highways, the Service Connection will be made from the highway that any building faces or will face when constructed or from the highway used for the building's municipal address. If a building has not been constructed on, and a municipal address has not been established for, a Premises, the Property Line having the shortest length adjacent to a highway will be the location in which a Water Service connection is provided. Service Connections will not be permitted into or by way of a panhandle access to a parcel, if the parcel also has a frontage on another highway.

### **Customer's Pipes and Fixtures Water Service Connection Location**

- 2.6** The Customer is responsible for the satisfactory installation of the Customer's waterworks on the Customer's side of the Property Line, including pipes and fixtures. All Service Connection materials (including all service pipes, sprinklers and other fixtures) installed within the Customer's Premises must comply with the most recent addition of the British Columbia Building Code, Plumbing Code, City Sprinkler Bylaw 1683, City Building Bylaw 1928, the NFPA13D, or any other Code as decreed by the City Fire Chief. A Customer must not cause or allow service pipes or fixtures on the Premises to be covered until they have been inspected and approved by the City and the City will not turn on the water until it is satisfied they have been inspected and approved.

### **Installation of Pressure Regulating Devices**

- 2.7** The Customer at its sole cost must install pressure regulating devices under the Plumbing Code and applicable enactments, in order to reduce the pressure of the Water Service within the Customer's Premises and to protect the waterworks of the Customer.

### **Size of Distribution Main for Service Connection**

- 2.8** The minimum permissible size or diameter of all new water distribution mains is one hundred fifty (150) millimeters (six (6) inches) except within a cul-de-sac or other dead end branch termination where future extensions are precluded, in which case a one hundred (100) millimeters (four (4) inch) diameter pipe may be used. If a fire hydrant is located on such a branch the portion of the pipe supplying the hydrant must have a minimum 6 inch diameter.

### **Metering of New Water Service Connections**

- 2.9** Every Water Service connection must be metered in accordance with Part 3 before the City will provide the Water Service to the Premises served by the connection.

## **Size of Supply Pipe to Property**

**2.10** The minimum size of pipe that may be used to serve any one Premises is thirty eight (38) millimeters (one and a half (1.5) inches) nominal diameter.

## **Connection Policy for Individual Units and Complexes**

**2.11** In regard to the requirement for meters under section 2.9:

- (a) each Unit of a Premises with a single building that contains four (4) or fewer Units must have a separate metered Service Connection;
- (b) Complexes may have either a single metered Service Connection to serve the entire Complex, or at the request of the Owner(s) and with the agreement of the City, more than one metered Water Service connection;
- (c) each new Unit of a Complex with more than one metered Service Connection requires a new Water Service meter and connection;
- (d) each bare land “strata lot” Parcel requires a separate metered Water Service connection; and
- (e) a building that contains both residential and commercial Units requires separate meters for commercial and residential Units.

## **Water Service Connection Where No Main Exists**

**2.12** If an application is made for Water Service connection for a Premises and no water distribution main fronts the Premises, the Water Main Extension Rules set out in Schedule B will apply.

## **Applicable Fees and Payment for a New Water Service Connection**

**2.13** At the time an application is approved for Water Service to a Premises:

- (a) that fronts on a highway in which a water distribution main is in place;
- (b) from which the Service Connection will be made; and
- (c) which has not previously been connected for Water Service,

the applicable fee prescribed in Schedule A of this Bylaw will apply and the fee must be paid in full by the Customer or an agent of representative thereof, prior to the commencement of any work by the City. In those cases where the Service Connection will be provided at cost, the provisions of sections 2.14 and 2.15 will apply.

## **Responsibility for Costs**

- 2.14** If the City provides work or service to a Customer not covered by a specific fee or fee prescribed in Schedule A, the Customer must pay any and all costs of the work or service as determined as provided in Section 3 of Schedule A.

## **Payment Procedure for Costs and Expenditures**

- 2.15** Where Schedule A of this Bylaw provides that a Service Connection will be provided at the Customer's cost, the City will provide the Customer with a written statement of the total cost of the connection, which will include all connection and application fees. Prior to the commencement of any Service Connection work, the Customer must make an advance payment to the City of the amount designated by the City. If a Service Connection requires an extension, the Water Main Extension Rules in Schedule B apply.

## **Misrepresentation**

- 2.16** Any misrepresentation by the Customer will be sufficient grounds for refusal to provide Water Service, or if the Water Service has already been connected, sufficient grounds to discontinue Water Service. A service fee as prescribed in Schedule A of this Bylaw must be paid before Water Service will be reconnected.

## **Renovation of Premises**

- 2.17** If the renovation of a Premises with an existing Water Service Connection results in an increase of water use on the Premises, then the City may require a new Water Service Connection to be provided consistent with the increased volume and the applicable fees charged to the Customer as provided in section 3 of Schedule A.

## **Ownership of Waterworks System Assets**

- 2.18** The Waterworks System, and the plant, pipes, equipment, apparatus, appliances, fixtures, property and facilities and all of the other assets comprising the Waterworks System of every nature and kind (whether constructed at the Customer's expense or the City's expense), is the the property of the City.

## **3. WATER METERS**

### **Supply, Installation and Maintenance of Water Meters**

- 3.1** Except as otherwise provided in this section 3.1, the City will, at the sole cost of the Customer, supply, install and maintain every required water meter.
- 3.2** The City may require a Customer to supply and install a required water meter. The water meter requirements are as follows:
- (a) the requirements of this section 3 will apply;
  - (b) the brand and standard of water meter must be as specified by the City;



- (c) the water meters are to register in cubic feet and be supplied with a remote readout or touch read pad as prescribed by the City;
- (d) the remote readout or touch read pad must be accessible by the meter reader; and
- (e) the water meter will become and remain the property of the City.

### **Location of Water Meter**

- 3.3** The City will set and place the new water meter within thirty (30) centimeters (twelve (12) inches) outside the Property Line of the Customer's Premises, not within the driveway, and at the finished grade elevation. The City can make exceptions as is deemed necessary and may specify where the water meter must be installed.
- 3.4** The Customer will supply the required water lines from the Premises to a point 1.52 metres inside of the Property Line where the supply lines should be brought to the surface, leaving an adequate length of line above the ground to continue 1.0 metres beyond the Property Line. The depth of the domestic service line arriving near the property line should be 0.45 metres. The depth of the fire sprinkler line must be a minimum of 0.6 metres and maximum of 0.9 metres.

### **Water Meter Connections**

- 3.5** Subject to section 3.2, the City will install the water meter and appurtenances and connect them to Waterworks System.

### **Willful Interference with a Water Meter**

- 3.6** No Person who is not an authorized agent or employee of the City may make any connections with, tamper with, or willfully alter, or cause to be altered, any of the Utility's Waterworks Systems or any water meter placed upon any service pipe or connection therewith, within or without any building or other place or structure, unless expressly authorized by the City in writing.

### **Damage to Water Meter**

- 3.7** If a water meter is lost, damaged or destroyed, the Customer must pay for the cost of meter replacement or meter removal, repair or reinstallation.

## **4. INTEGRITY OF WATERWORKS SYSTEM**

### **Cross Connections Creating a Potential Hazard for Contamination**

- 4.1** No Customer shall permit the waterworks on the Customer's Premises to be connected to any source of water other than that of the Utility or to any potential source of contamination.

**4.2** Every Customer shall notify the City immediately of any contamination that is discovered. In addition to any other requirements of the City, if a mechanism to prevent back-flow is necessary to comply with the Plumbing Code to inhibit the entry of contaminants into the Waterworks System, the Customer must install it at their sole cost, and the mechanism must be of a design approved by the City.

### **Maintenance of Back-flow Prevention Devices**

**4.3** Any device installed on a parcel for the purpose of controlling back-flow is owned by and is the responsibility of the Customer, who must ensure that the device remains in proper working order.

### **Annual Testing of Back-flow Prevention Devices**

**4.4** Every Customer for whom a back-flow prevention device is installed must ensure it is tested and in working order at the time of installation, and tested at least once per calendar year by a certified tester of such mechanisms under the Plumbing Code. If the back-flow prevention device does not pass testing, the Customer must repair or replace it within seven (7) days and it must be re-tested at the Customer's sole cost. All test results, including descriptions of any repairs, must be reported on an electronic form prescribed by the City and at the applicable cost prescribed in Schedule A. No other test report forms will be accepted by the City. The Customer must submit completed test report forms electronically to the City's backflow program provider within thirty (30) days after the inspection is completed. If the annual testing necessitated by this section is not completed within ninety (90) days following the due date (the anniversary date of the last successful test), the City may undertake the testing and inspection at the Customer's expense at the fee listed in Schedule A.

### **Contamination of the Waterworks System**

**4.5** If the City finds any condition to exist which is contaminating or may contaminate the Waterworks System, the City may take one or more of the following actions:

(a) give notice to the Customer requiring correction of the fault within a specified time period;

(b) require installation of a back-flow prevention device on any pipe, at the Customer's expense;

(c) discontinue any Water Service until such time that the condition is corrected, subject to the right to make representations to Council under section 18(2)(b) of the *Community Charter*;

(d) perform emergency repairs, maintenance or operations that the City reasonably requires to address contamination, at the Customer's sole cost.

## **Responsibility for Correcting Contamination**

- 4.6** The City may unilaterally discontinue all Water Service provided by the Utility to any property, which is contaminating or may, in the opinion of the City, contaminate the Waterworks System, if the Customer responsible for the Premises served fails to comply with any notice concerning potential contamination given under this Bylaw.

## **Provision for Back-flow Prevention for Lawn or Garden Sprinklers**

- 4.7** Every Customer must protect every lawn or garden sprinkler installation with an approved back-flow prevention device, with the minimum standard being the double check valve assembly, to prevent water from siphoning back into the Utility's Waterworks System.

## **Misuse of Water Supply**

- 4.8** No Person may sell or dispose of any water supplied to a Premises for which a Service Connection has been provided, or permit same to be carried away or used, other than on the Customer's parcel of land for which the Water Service connection has been provided.

## **Work to be Done by the City**

- 4.9** No Person, who is not an agent or employee of the City, shall make any connections with or alterations to, or tamper with the Waterworks System or any water meter or turn on or off any Utility stop valve or gate valve, without prior written authorization from the City.

## **Interruptions to and Refusal of Water Service**

- 4.10** The City will temporarily shut off the water supply to any Premises in order to make such repairs, renewals, alterations and extensions to the Waterworks System as may be required from time to time. Whenever possible, the City will give reasonable advance notice to the Customer of the shut off.

## **Impractical Installation**

- 4.11** The City may refuse to install, or to permit the installation of, a Service Connection if weather or other conditions make such an undertaking impractical.

## **Call Out Work Restrictions**

- 4.12** The City may elect not to perform any work on pipes or fixtures that are not the property of the City.

## **Leaks and Waste**

- 4.13** If any Customer allows water 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 under this Bylaw.
- 4.14** If any pipes, connections, fixtures, taps, meters or other fixtures used in connection with the supply of water to Premises are found to be leaking or defective, or if any wastage of water is found to exist, notice in writing shall be given by the City 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 servicing the notice, the Water Service to the Premises may be shut off and the Person owning or using the Premises shall be guilty of a breach of this Bylaw.

## **5. SERVICE ISSUES**

### **Reasonable Access to Premises**

#### **5.1 (a) Right of Entry**

(i) The City's employees, agents and other representatives may enter a Customer's premises at all reasonable times, or at any time during an emergency, for the purposes of making connections or disconnections, reading meters, inspecting waterworks and appurtenances, inspecting for back-flow prevention devices or possible cross connections, or documenting or checking on the use, waste, or misuse of water and for any other purpose incidental to the provision of Water Service. A Customer shall not prevent or hinder the City's entry to the Customer's premises for any such purpose. Without limiting the generality of the foregoing, the City may enter a Customer's premises at any reasonable hour in order to:

(A) install, inspect, test, repair or remove a Customer's waterworks system;

(B) perform necessary maintenance to a Customer's waterworks system; or

(C) conduct an inspection where the City has reasonable grounds to believe that theft of Water Service or interference with a Customer's waterworks system (including but not limited to a water meter) has occurred or is occurring.

(ii) The City will notify the Customer by writing at least twenty-four (24) hours in advance of entering a Customer's Premises or to notify any other person who is at the Customer's Premises and appears to have authority to permit entry, except:

(A) in cases of emergency;

(B) where entry is permitted by order of a court or other authority having jurisdiction; or

(C) where otherwise legally empowered to enter.

(iii) When a Customer who has requested a service call or who has been given advance notice of a required service will not permit the Utility to provide the service during normal business hours of the Utility, the Customer must pay an applicable fee (plus labour overtime fees for any service provided after regular working hours) as provided in Schedule A to provide the service.

### **Interruptions in Service**

**5.2** The City may at all times suspend or terminate the supply of water to any Premises without advance notice, in order to effect emergency repairs, replacements, alterations, or extensions to the Waterworks System as are, in the opinion of the City, be deemed necessary.

### **Pressure, Supply and Quality**

**5.3** The City does not guarantee pressure or continuous supply of water, nor does it accept responsibility for the maintenance of pressure on its lines or for increases or decreases in pressure. The City is not liable for any damage caused by a discontinuance or interruption in the water supply including for the purpose of repairing, renewing, altering, extending, maintaining, or cleaning the Waterworks System or for the connection of a water distribution main extension.

**5.4** Customers depending on a continuous and uninterrupted supply of water or having processes or equipment that require particularly clear or pure water must provide a continuous and adequate supply of water suitable to their requirements.

### **Access to Water Meters**

**5.5** If the water meter is located on private property, as a condition of service, the Customer must provide access for installing and maintaining the meter and appurtenances and for meter reading. Where, in the opinion of the City, a meter is located on the Customer's Premises or its accessory is situated in an unsafe area, or where its location creates a dangerous situation to a meter reader, the meter or accessory shall be deemed to be an inaccessible meter.

## **6. TEMPORARY WATER SERVICE**

- 6.1** Any Temporary Customer must make an application to the City and pay the Application for Temporary Water Service Fee included in Schedule A, and, if the application is approved, may acquire water from a standpipe, hydrant or temporary service pipe as designated by the City subject to sections 6.2 and 6.3.

### **Connections to Fire Hydrants or Standpipe**

- 6.2** (a) All connections to the fire hydrant or standpipe must be fitted with a back-flow prevention device, and an independent shut off valve to regulate the flow. The back-flow prevention device must be approved by the City and must be provided by the party requiring the service
- (b) If the fire hydrant or standpipe is required by the City Fire Rescue Department, or the Fire Rescue Department of a neighbouring locality, the Temporary Customer must remove any connections to a hydrant or standpipe by order of the Fire Chief, or the Fire Rescue Department may remove the connection.
- (c) All tanker trucks, street sweepers, and water sprinkler trucks must be fitted with a back-flow prevention device approved by the City and permission to use the fire hydrant must be obtained from the City before hooking up to a fire hydrant for the purpose of taking on water.
- (d) Water usage will be charged on a daily basis in accordance with the Temporary Water Connection to Hydrant or Standpipe fee included in Schedule A.

### **Connections to Temporary Service Pipe**

- 6.3** The City will issue an invoice for water service consumed by the Temporary Customer based on fees depending on water meter size as prescribed in Schedule A of this Bylaw.

## **7. DISCONNECTION OF WATER SERVICE**

### **At Customer Request**

- 7.1** The City will not impose a water fee with respect to Water Service to any property that has been disconnected for a period of one (1) month or more and if:
- (a) the Water Service connection to the property remains unused; and
- (b) the Water Service has been turned off at the request of the Customer.
- 7.2** Any Customer who wishes to discontinue Water Service for a period of one (1) month or more must give the City at least seven (7) days prior written notice of the discontinuance. If the Customer fails to give the required written notice, the Customer will continue to be responsible for payment for Water Service. When wishing to resume service, the Customer must give the City at least seven (7) days prior written notice of the requirement to reconnect.

## **Unauthorized Service**

- 7.3** If a Water Service connection has been made or Water Service has been turned on without proper authorization from the City, the City may remove the water meter unless and until the applicable fees, as prescribed in Schedule A, have been paid in advance to the City by, or on behalf of, the Customer to defray the costs of the removal and replacement of the said water meter. The fees are in addition to any other fees outstanding with respect to the Premises or required to be paid in order to receive Water Service under to this Bylaw.

## **Non-Compliance**

- 7.4** With 30 days' prior written notice delivered to the Premises of a Customer, the City may discontinue Water Service to any Customer for non-compliance with this Bylaw. If Water Service is discontinued for non-compliance with Bylaw, the City will not permit a reconnection for any Customer until proof of compliance with this Bylaw is demonstrated and until the service fee prescribed in Schedule A for reconnection after disconnection is paid. The Customer whose Water Service has been discontinued will have the opportunity to make representations before Council pursuant to their Water Service discontinuance.

## **Resumption of Water Service**

- 7.5** No Person shall turn on any Water Service which shall have been turned off by the City, and should any Water Service be turned on by any Person other than an employee of the City, fines as prescribed by this Bylaw shall apply. Further, the Water 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 fees from that date. Any resulting damage from the Water Service being turned on shall be the responsibility of the Owner.

## **Fees for Service Resumption**

- 7.6** When a Customer becomes reconnected after service has been shut off either for non-compliance with this Bylaw or at the request of the Customer, the service fee for any such reconnection of Water Service is prescribed in Schedule A.

## **8. PAYMENT FOR SERVICES**

### **Calculation of Water Fees**

- 8.1** All water fees are calculated in accordance with applicable fees prescribed in Schedule A.

## **Invoice and Payment**

- 8.2** All water invoices will be issued by the City to Customers at quarterly intervals determined by the City and are due and payable within thirty (30) days from the issue of the water invoice.

## **Meter Reading**

- 8.3** Water invoices will be based on meter reads in accordance with Schedule A. At the discretion of the City, meters may be read on a quarterly basis, as outlined in Schedule A.

## **Complaint of Calculation of Water Fees**

- 8.4** Any Customer obtaining water from the Utility's Waterworks System may formally register a complaint with the City regarding the amount of any water invoice, no later than thirty (30) days from the issue date of the invoice.

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

- 8.5** 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%.
- 8.6** If the test outlined in section 8.5 shows an overbilling error, the meter testing fee shall be refunded to the Customer, the water meter will be replaced or repaired, and the Customer's account for service shall be adjusted accordingly.
- 8.7** If the test outlined in section 8.5 shows an underbilling error or no error, the meter testing fee shall be retained by the City and the Customer's account for services shall be adjusted accordingly.

## **Late Payment of Fees**

- 8.8** All invoices for fees pursuant to Schedule A that are unpaid after the due date will be penalized at a rate of 5%.
- 8.9** The fees imposed under this Bylaw shall form a charge upon the lands to which the Water Service is provided and may be recovered in the same manner and by the same means as overdue taxes. Any amounts remaining unpaid on December 31 in any year will be added to the property tax levy of the property upon which the Water Service is provided to and will be subject to the same interest rate and collection process as overdue property taxes as legislated in the *Community Charter*.



## **9. COMPLIANCE**

### **Offences**

**9.1** Every Person who violates any of the provisions of this Bylaw or who suffers or permits any act or thing to be done in contravention of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act, or who violates any of the provisions of this Bylaw, is guilty of an offence and liable to the penalties imposed under this Bylaw.

### **Penalties**

**9.2** Every Person who violates any of the provisions of this Bylaw, or who suffers or permits any act or thing to be done in contravention of this Bylaw, or who refuses, omits, or neglects to fulfill, observe, carry out, or perform any duty or obligation imposed by this Bylaw 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).

### **Separate Offences**

**9.3** If an offence continues for more than one day, a separate offence occurs on each day or part of a day, and separate fines may be issued for each day or part of a day in respect of which the offence occurs or continues.

### **Indemnification**

**9.4** Any person who contravenes any provision of this Bylaw 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 Bylaw or otherwise at law.

## **10. GENERAL PROVISIONS**

**10.1** The following schedules are attached to and form part of this Bylaw:

- (a) Schedule A – Fees;
- (b) Schedule B – Water Main Extension Rules; and
- (c) Schedule C – Water Services Agreement.

**Severability**

**10.2** If a portion of this Bylaw is held invalid by a Court of competent jurisdiction, the invalid portion must be severed and the remainder of this Bylaw is deemed to have been adopted without severed section, subsection, paragraph, subparagraph, clause or phrase.

**Citing**

**10.3** This Bylaw may be cited as the “*Water Service Bylaw 2015, No. 2117.*”

RECEIVED FIRST READING on the	26 <sup>th</sup>	day of	October, 2015
RECEIVED SECOND READING on the	26 <sup>th</sup>	day of	October, 2015
RECEIVED THIRD READING on the	26 <sup>th</sup>	day of	October, 2015
ADOPTED on the	29 <sup>th</sup>	day of	October, 2015

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MAYOR

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CITY CLERK

**SCHEDULE A**  
**WATER SERVICE FEES** (Updated by Bylaw 2176)

**1. Water Service User Fees**

**Residential Fees**

**Single Family (including duplex, triplex or fourplex dwellings)**

<b>Single Family Minimum by meter size</b>	<b>Includes consumption up to</b>	<b>Effective Jan 1, 2016 Per Quarter</b>	<b>Effective Jan 1, 2017 Per Quarter</b>
Single Family Minimum (5/8" meter)	1,500 cubic feet	\$ 94.80	\$ 113.80
Single Family Minimum (1" meter)	3,900 cubic feet	190.68	228.80
Single Family Minimum (1 1/2" meter)	7,500 cubic feet	381.36	457.60
Single Family Minimum (2" meter) *	12,000 cubic feet	610.20	732.20
<b>Excess consumption above consumption included in minimum, per 100 cubic feet:</b>		2.88	3.46

\* Except for the triplex located at 14968, 14972 & 14976 Beachview Ave. This water service account will be charged the equivalent of three (3) Single Family 5/8" meter rates.

**Multi Family**

<b>Multi Family Minimum</b>	<b>Includes consumption up to</b>	<b>Effective Jan 1, 2016 Per Quarter</b>	<b>Effective Jan 1, 2017 Per Quarter</b>
Multi Family Minimum per unit	750 cubic feet per unit	\$ 33.81	\$ 40.60
<b>Excess consumption above consumption included in minimum, per 100 cubic feet:</b>		2.88	3.46

**Non Residential Fees**

**All other account types**

<b>Non Residential Minimum by meter size</b>	<b>Includes consumption up to</b>	<b>Effective Jan 1, 2016 Per Quarter</b>	<b>Effective Jan 1, 2017 Per Quarter</b>
Non Residential Minimum (5/8" meter)	1,500 cubic feet	\$ 76.23	\$ 91.50
Non Residential Minimum (1" meter)	3,900 cubic feet	190.68	228.80
Non Residential Minimum (1 1/2" meter)	7,500 cubic feet	381.36	457.60
Non Residential Minimum (2" meter)	12,000 cubic feet	610.20	732.20
Non Residential Minimum (3" meter)	22,500 cubic feet	1,144.14	1,373.00
Non Residential Minimum (4" meter)	37,500 cubic feet	1,906.92	2,288.30
Non Residential Minimum (6" meter)	75,000 cubic feet	3,813.93	4,576.70
<b>Excess consumption above consumption included in minimum, per 100 cubic feet:</b>		2.88	3.46

**Pro-rating of Fees**

The City will be reading meters and billing quarterly. The minimum charges and reading consumption charges will be pro-rated based on the number of days the water service is connected during the billing cycle.

**Multi Family consumption per unit**

Per unit consumption is calculated by taking the total consumption divided by the number of units.

**2. Service Fees for Specified Services Description of Work or Service Amount**

<b>Fee</b>	<b>Effective Jan 1, 2016</b>	<b>Effective Jan 1, 2017</b>
Application to Confirm Serviceability – Single Family and Duplex	\$ 350	\$ 357
Application to Confirm Serviceability – Multi-Family and Non-Residential	3,100	3,162
Application to Confirm Serviceability – Subdivision Development	At Cost	At Cost
Connection Fee	At Cost	At Cost
Application for Temporary Water Service	75	77
Damage Deposit for Hydrant use	700	700
Temporary Water Connection to Hydrant or Standpipe	50 / day	51 / day
Unauthorized Use of a Fire Hydrant and/or Standpipe	100	102
Removal of Unauthorized Water Meter	100	102
Back-flow Prevention Test Report Filing Fee	32	33
Testing of Back-flow Prevention Device	250/ device	255/ device
Non-Compliance Backflow Prevention Device	100	102
Water Meter Testing Fee	145	148
Special Meter Readings (readings outside of regular quarterly readings)	55	56
Disconnection	70	71
Reconnection after disconnection	70	71
One Day Water On/Off Fee	50	51
Water Restriction Exemption Permit	50	51
Restriction of Water Use - Violation	50	51

**3. Fees for Other Work and Services**

The City will charge the Customer a fee for any work or service provided, for which a fee is not specifically prescribed, at the City’s costs of providing such work or service. Such costs will include repayment of all moneys expended by the City for gross wages and salaries, administrative costs, employee fringe benefits, and materials, as calculated by the City. The costs will also include any expenditure for equipment rentals at rates paid by the City or set by the City for its own equipment, as well as any other costs that may reasonably arise in providing the service. Labour fees for service call outs after regular working hours will be at the City’s overtime fees. Temporary water supply will be charged fees on the basis of meter size in accordance with section 1 of this Schedule.

#### 4. Fees for Undetected Leaks

Where an underground leak is discovered in a Customer's waterworks system (and not the City's Waterworks System), and where the Customer could not reasonably have been expected to be aware of such leak, provided that repairs of the Customer's waterworks system have been carried out to the City's satisfaction within seventy-two (72) hours of discovery of the leak, the City shall be entitled to charge for such water:

- (a) The applicable minimum Water Service User Fee in this Schedule;
- (b) An estimated "excess consumption above consumption included in the minimum" charge that does not exceed the average of the "excess consumption above consumption included in the minimum" billed in the previous (12) months; and
- (c) A fee of two thirds of the "excess consumption above consumption included in the minimum" fee in this Schedule for all water which, as recorded by the meter, has passed through the meter since the last previous reading thereof, less the amount estimated in 4(b).

If repairs of the Customer's waterworks system have not been carried out to the City's satisfaction within seventy-two (72) hours of discovery of the leak, the City shall be entitled to charge for such water as per the Water Service User Fees described in Section 1 of this Schedule.

**SCHEDULE B**  
**WATER MAIN EXTENSION RULES**  
*(formerly Schedule 'B', renumbered by Bylaw No. 2150)*

**Application for Extensions**

1. All applications for extensions of existing Water Service distribution works must be made in writing to the City by the Owner of the Premises to which the application refers and to which Water Service is desired, or a duly authorized agent of the Owner.

**Information on Proposed Developments**

2. A Customer who has applied for an extension of a main to serve a proposed development must provide the City with the following information in respect of the development:
  - (a) the legal description and civic address of the proposed development;
  - (b) one set of drawings of the proposed development identifying the height of the proposed structure and the number of units for residential and commercial uses;
  - (c) the anticipated fire flow requirements and water requirements for the proposed development;
  - (d) a contact name, telephone number, and fax number if the City requires any additional information pertaining to the development;
  - (e) the scheduling of the construction and the anticipated time line for completion of the development; and
  - (f) advance notice if a temporary water supply will required under Part 6 for construction purposes.

**Right to Refuse Extensions**

3. The City may refuse to make a water main extension if weather or other conditions make such undertaking impractical at the time. The City will not make extensions where road grades have not been brought to those established by the City or other applicable public authority.

**Ownership of Extensions to Waterworks System**

4. All extensions to the Waterworks System that may be installed (whether paid for by the City or the Customer, as applicable) are the sole property of the City.

## **Extensions within Highways, Rights of Way or City's Easement or Property**

5. All extensions of water mains must be located in a highway, within a City right of way, in a statutory right of way or an easement held in the name of the City or on property owned by the City.

## **Construction and Design of Extensions**

6. The size, type, quality of materials for a water main extension and their location will be specified by the City and the actual construction will be done by the City or by a construction agency acceptable to the City.

## **Connection of Extensions to Mains**

7. The City or its authorized representative or agent will make all connections of an extension of the water main to existing live water mains. The Customer must pay the cost of making all such connections prior to the City making the connection.

## **Advance Requirements**

8. (a) A Customer who has applied for an extension of a water main to serve a subdivision or housing project must advance to the City, before construction is commenced, by way of a cash deposit, the cost of the waterworks to be installed, as estimated by the City, including, without limitation,
  - (i) the estimated cost of any upgrade in size or capacity of any part of the existing Waterworks System;
  - (ii) the estimated cost of installation of the main required to serve such project, including necessary valves, fittings and fire hydrants;
  - (iii) the estimated cost of any engineering, modeling and design costs required to service such project; and
  - (iv) a 5% administration fee, added to the entire cost of the project to cover the administrative costs.
- (b) If pipelines to a subdivision do not exist, the estimated cost of the extension must be based on a pipeline of sufficient diameter to supply the entire subdivision in accordance with requirements for fire flows.

(c) In determining the physical length of the water main extension necessary to render service to any point, the distance from such point to the nearest distribution main, with the required capacity and flow requirements to satisfy the requirements of the proposed service, the “Suitable Main” will be considered along lines of proper construction and common practice in the location of public waterworks, with due consideration being given to the general layout of the Waterworks System. The length of the extension will be measured along such lines of proper construction and common practice from the Suitable Main to the middle of the furthest parcel to be serviced.

(d) Where a water main extension must comply with a law, statute, bylaw, ordinance, regulation, specification or order of a public authority, the estimated cost of the extension will be based upon the waterworks required to comply with such enactment, standard or order.

### **Advances by Original Customers**

9. (a) If there is more than one Customer applying for an extension, and an advance is required for a water main extension, then the amount of the advance will be divided equally or as otherwise agreed among the Customers and made known to the City.
- (b) Any adjustments to differences between the estimated cost and the actual cost of any main extension made must be completed within ninety (90) days after the actual cost of the installation has been ascertained by the City and after the installed works have been disinfected and pressure tested to the satisfaction of the City.
- (c) The City will hold back, at all times during installation of the water main extension and for a period of ninety (90) days following both the completion of construction and the initial approval by the City, a minimum of fifteen percent (15%) of the total deposit made by the Customer(s) so as to allow sufficient time for all contractors and suppliers to submit bills and for satisfactory performance of the installation to be proven.
- (d) Upon completion of the construction and installation of the water main extension, the City will ascertain the actual cost of the construction and installation.
- (e) If the actual cost is less than the amount of the advance received from the Customer(s), the remaining portion of the advance will be refundable to the Customer(s) in accordance with subsection 9(f) of this Schedule B, without interest. If the actual cost exceeds the amount of the advance received from the Customer(s), the City will invoice the Customer for the difference and the Customer must pay the invoice immediately upon receipt. Failure to pay the City immediately upon receipt of the invoice will be sufficient grounds not to provide Water Service.
- (f) At the end of the ninety (90) day period, if all suppliers and contractors have then submitted their bills and the installation has then proven to be satisfactory, the City will return any refundable portion of the advance to the Customer(s) and the City will accept no further responsibility for any costs in connection with the development.



## **Application of Advances**

10. Advances required from a Customer(s) in payment for water main extensions will be held by the City without interest. Refunds will be made in accordance with section 9 and this section 10 of this Schedule B and no Person will have refunded an amount in excess of the amount of the advance received by the City. Refunds will be paid to the current registered Owner(s) of the properties on account of which the advances were received.

**SCHEDULE C**  
**WATER SERVICES APPLICATION FORM**  
*(formerly Schedule 'C', renumbered by Bylaw No. 2121)*

**THE CORPORATION OF THE CITY OF WHITE ROCK WATER SERVICE BYLAW, 2015,  
NO.2017 - SCHEDULE "D"**

TO: CITY OF WHITE ROCK (the "City")

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

Director of Engineering and Municipal Operations:

APPLICATION FOR WATER SERVICE CONNECTION I/WE, the undersigned  
\_\_\_\_\_ being the occupant or  
registered owner(s) in the New Westminster Land Title Office (the "Customer") of those lands and  
premises in the City of White Rock, in the Province of British Columbia known and described as:

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

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

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

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

1. That the Water Service, if approved, will be subject to all conditions and limitations in the THE  
CORPORATION OF THE CITY OF WHITE ROCK WATER SERVICE BYLAW, 2015, NO.2017,  
as amended from time to time, including subsequent to the date of this Agreement, (the "Bylaw");
2. To duly pay all the charges, fees and taxes as prescribed by the Bylaw or bylaws of the City  
pertaining to the supply of water under the Water Service;
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 Water Service;
4. To obtain, as applicable, 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 Customer 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 Customer 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 Customer with respect to the quality, pressure, quantity or continuance of the supply of water.

Witness Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Name \_\_\_\_\_

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