

- 3.9. Where a **Customer** wishes to connect to the **Sanitary Sewer System**, undertake a renewal of **Works**, or increase **Wastewater** discharge in volume or concentration, inside or outside of the **District's** boundaries, the **Director** may, in any case, require the **Customer** and **District** to enter into an agreement setting out the terms and conditions of service. In the case of a conflict between this bylaw and an agreement, the provisions of this bylaw shall take precedence.
- 3.10. Any **Customer** responsible for, or aware of, the discharge of **Wastewater** that does not comply with the provisions of this bylaw into the **Sanitary Sewer System** must immediately report such information to the **Director**.
- 3.11. Any **Customer** responsible for, or aware of, the accidental discharge of **Wastewater** into a **Watercourse** must take immediate steps to stop, remove, and report such **Wastewater** discharge to the **District**.
- 3.12. The **Director** and **District Staff** may enter on any parcel at reasonable times and in a reasonable manner, upon taking steps to give reasonable notice, for the purpose of inspecting and ascertaining whether the regulations and requirements of this bylaw are being observed.
- 3.13. No **Customer's Pressurized Sewer** Connection shall cause another **Customer's Service Connection** or the **Sanitary Sewer System** to not function as approved or designed.
- 3.14. Other than for a **Registered Accessory Suite**, no connection to the **Building Sewer** is permitted between a **Dwelling Unit** and the **Service Connection**, unless authorized by the **Director**.
- 3.15. All **Commercial Customer** units **Connected** to the **Sanitary Sewer System** must have a **Water Meter** installed measuring all water usage.

Section 3.16 added by Bylaw 1215, 2023.

- 3.16. The **Customer** is responsible for the cost, as outlined in Schedule A, for the replacement or alterations of an inspection chamber resulting from damage, **Customer** request, or at the discretion of the **Director**. In cases where there is a higher risk of damage, the **Director** may require the installation of a brooks box, and the associated costs, per Schedule A, shall be the responsibility of the **Customer**.

4. SEWER SERVICE CONNECTION

- 4.1. Prior to connecting to a **Service Connection**, a **Customer** must make an application to the **District** to connect to the **Sanitary Sewer System** and pay all related fees set out in Schedule A.
- ~~4.2. In circumstances where there is no existing **Service Connection**, **District Staff** will estimate the cost to complete the **Works** and provide an estimate to the **Customer**. Prior to commencing the **Works**, the **Customer** must pay a deposit to the **District** in the amount of the estimated cost plus 25% (the "Deposit"). Where a Deposit is ultimately less than the **Actual Cost** of the **Works**, the **Customer** must pay the outstanding amount to the **District** upon receipt of an invoice from the **District**. Where the Deposit ultimately exceeds the **Actual Cost** of the **Works**, the **District** shall refund the excess amount to the **Customer** within a reasonable period of time after completing the **Works**.~~
- 4.3. All **Service Connections** must be installed in accordance with Schedule C, and/or in accordance with the **District's** Subdivision and Development Servicing Bylaw, or as otherwise approved by the **Director** in writing. In the case of any conflict in such requirements, the **Director** shall determine which requirements are applicable.
- 4.4. A **Customer** must not connect to a **Service Connection** unless written approval from both the **District's** building inspector and the **Director** is first received in writing.

(k) any other information deemed necessary by the **Director**.

- 11.3. The **Director**, in his or her sole discretion, may refuse to approve a **Customer** request made under section 11.2 of this bylaw.

12. VOLUME CONTROL AND DISCHARGE RATES

- 12.1. Unless otherwise approved in advance by the **Director** in writing, **Customers** shall not discharge **Wastewater** into the **Sanitary Sewer System** in excess of the following discharge rates:

Per Unit	Discharge Rate
Litres per minute	170
Litres per hour	500
Litres per day	1050

- 12.2. If a **Customer's Wastewater** discharge into the **Sanitary Sewer System** exceeds any discharge rate in section 12.1 of this bylaw, the **Director** may require the **Customer** to take measures to equalize the **Wastewater** discharge volumes.
- 12.3. All **Wastewater** equalization systems must be designed by a qualified **Professional Engineer** and approved by the **Director**.
- 12.4. Equipment necessary to comply with this section must be paid for, maintained, and operated by the **Customer** in a manner satisfactory to the **Director**.

13. SAMPLING AND ANALYSIS

- 13.1. All sampling and flow monitoring must be in accordance with the procedures described in the most recent "British Columbia Field Sampling Manual for Continuous Monitoring and the Collection of Air, Air-Emission, Water, **Wastewater**, Soil, Sediment, and Biological Samples, (Permittee Edition)" or most recent edition, or by alternative procedures as authorized in writing by the **Director**.
- 13.2. All testing required shall be the sole cost and responsibility of the **Customer**.
- 13.3. Additional or subsequent testing of **Wastewater** as a result of non-compliance with this bylaw, or at the request of the **Director**, shall be the sole cost and responsibility of the **Customer**.

14. BILLING

- 14.1. Any invoice or notice requiring payment of **User Fees** is deemed delivered to the **Customer** on the date on which it was mailed. Failure to receive an invoice or notice does not negate the responsibility of the **Customer** to pay the **User Fees** established by this bylaw.

Section 14.2 deleted and replaced by Bylaw 1215, 2023

- 14.2. **User Fees** shall be charged and are payable by each **Customer** quarterly with the following billing cycles and due dates, or as otherwise approved by the **Director**:

Billing Cycle	Due Date
January 1 to March 31	May 31 ¹⁵
April 1 to June 30	August 31 ¹⁵
July 1 to September 30	November 30 ¹⁵

October 1 to December 31

February ~~28~~¹⁵

- 14.3. Interest on **User Fees** remaining unpaid after the due date shall be charged at 1.5% per month, compounded annually.
- 14.4. Where it is determined by the **District** that there is an error on a notice or invoice, charges or refunds shall be processed accordingly. Such charges or refunds shall not be applicable for any period exceeding two (2) years prior to the date of discovery or notification of incorrect billing.

deleted and replaced by Bylaw 1270, 2025

- 14.5. **Customers** are deemed **Connected** to the **Sanitary Sewer System** on the date occupancy is granted as determined by the **Building Official** ("Date of Connection").

Section 14.6 deleted and replaced by Bylaw 1215, 2023.

- 14.6. **User Fees** for new construction shall be commence as follows:
- (a) on the first full billing cycle following the Date of Connection for **Residential Customers**;
 - (b) on the second full billing cycle following the Date of Connection for **Commercial Customers** or Multi-family **Residential Customers**.

Section 14.7 deleted and replaced by Bylaw 1215, 2023.

- 14.7. An **Excess Wastewater Discharge Fee** may be imposed where a **Commercial Customer's Average Annual Wastewater Discharge**, as calculated in Schedule A, is greater than 230 cubic metres or, where the **Director**, their sole discretion, determines that the **Excess Wastewater Discharge Fee** is appropriate based on the **Commercial Customer's** water usage or estimated water usage.
- 14.8. Notwithstanding section 14.7, the **Director** may, in the **Director's** sole discretion, reduce the **Excess Wastewater Discharge Fee** where a **Commercial Customer** demonstrates to the satisfaction of the **Director** that water measured by the **Commercial Customer's Water Meter** did not enter the **Sanitary Sewer System**, by estimating the volume of **Wastewater** that did enter the **Sanitary Sewer System** and recalculating the **Excess Wastewater Discharge Fee** as per Schedule A.
- 14.9. Where parcels or dwellings share a common **Building Sewer**, the person(s) named on title of the parcel shall be considered the **Customer** and shall be delivered the invoice for **User Fees**. Strata corporations shall be invoiced in a method determined by the **Director**.
- 14.10. Any amounts remaining unpaid after the 31st day of December in any given year may be deemed property taxes in arrears for the parcel **Connected** to the **Sanitary Sewer System** and recoverable as property taxes in accordance with the Community Charter.
- 14.11. The **Director**, in his or her sole discretion, may assign or re-classify the customer classification of a **Customer** in accordance with the customer types contained herein.
- 14.12. Monies received in payment for **User Fees** shall firstly be applied to all outstanding **User Fees** due for previous periods, plus any applicable interest, before being applied to **User Fees** for a current period.

added by Bylaw 1270, 2025

- 14.13. **Non-Connected** parcels shall be charged a non-connected fee as per Schedule A.

15. **PENALTIES**

- 15.1. No person shall do any act or suffer or permit any act or thing to be done in contravention of this bylaw.

15.2. Any person who violates a provision of this bylaw or who suffers or permits any act or thing to be done in contravention or in violation 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, commits an offence and is liable on summary conviction to a penalty not exceeding Fifty Thousand Dollars (\$50,000.00) plus the cost of prosecution.

15.3. Each day that the violation continues to exist shall constitute a separate offence.

16. **REPEALS**

16.1. Sanitary Sewer Regulation and Rate Bylaw 98-214 and any amendments thereto are hereby repealed in their entirety.

17. **SEVERABILITY**

17.1. If any provision of this bylaw is held to be invalid by a court of competent jurisdiction, the provision may be severed from the bylaw and such invalidity shall not affect the validity of the remaining portions of this bylaw.

18. **EFFECTIVE DATE**

18.1. This bylaw shall come into full force and effect on April 1, 2022

19. **CITATION**

19.1. This bylaw may cited as "Sanitary Sewer Regulation and Rate Bylaw 1176, 2022"

READ A FIRST TIME this ~~19th day of April, 2022.~~

READ A SECOND TIME this ~~19th day of April, 2022.~~

READ A THIRD TIME this ~~19th day of April, 2022.~~

ADOPTED this 3rd day of May, ~~2022.~~

~~Original signed by James Baker~~

Mayor

~~Original signed by Reyna Seabrook~~

Corporate Officer

Schedule A
User Fees and Rates

Deleted and replaced by Bylaw 1270, 2025.

<u>Fee Item</u>	<u>User Fee</u>	
	<u>Standard Installation¹</u>	<u>Complex Installation²</u>
<u>Service Connection</u>		
<u>Installation³</u>	<u>\$3,900</u>	<u>\$6,700</u>
<u>Road Crossing⁴</u>	<u>\$6,400</u>	<u>\$9,200</u>
<u>All other Service Connection installations</u>	<u>Actual Cost</u>	<u>Actual Cost</u>
<u>Connection Fee</u>		
<u>General Connection Fee</u>	<u>\$1,000 per connection</u>	
<u>Service Calls and Other Works</u>		
<u>Service Call</u>	<u>\$150 per occurrence</u>	
<u>Service Call After Hours</u>	<u>\$250 per occurrence</u>	
<u>Inspection Chamber Replacement or Alteration Fee</u>	<u>\$250</u>	
<u>Brooks Box Fee</u>	<u>\$130</u>	
<u>Contaminated Material Disposal Fee</u>	<u>\$250</u>	

<u>Item</u>	<u>User Fee</u>
Service Connection Installation	
Any Service Connection Installation	Actual Cost
Connection Fee	
General Connection Fee	\$1,000 per connection
<u>Service Calls and Other Works</u>	
Service Call	\$150 per occurrence
Service Call After Hours	\$250 per occurrence
Inspection Chamber Replacement or Alteration Fee	\$250
Brooks Box Fee	\$130
Contaminated Material Disposal Fee	\$250

¹*Applies to 100mm diameter or less installations that are less than 6 metres in length*

²*Applies to 100mm diameter or less installations that require utility pole holds, or hydrovac daylighting, or driveway/sidewalk concrete replacement, or asphalt replacement greater than 4 square metres*

³***Service Connections** deeper than 2m will be estimated and charged the **actual cost***

⁴*Road crossing means a **Service Connection** installation that requires work and asphalt removal within the road right of way*

<u>Annual User Fees</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
<u>Residential & Residential Multifamily Strata</u>	<u>\$640</u>	<u>\$670</u>	<u>\$700</u>	<u>\$720</u>
<u>Residential Multifamily Non-Strata</u>	<u>\$320</u>	<u>\$470</u>	<u>\$630</u>	<u>\$720</u>
<u>Registered Accessory Suite or Secondary Suite</u>	<u>\$115</u>	<u>\$120</u>	<u>\$130</u>	<u>\$140</u>
<u>Commercial Customer</u>	<u>\$640</u>	<u>\$670</u>	<u>\$700</u>	<u>\$720</u>
<u>Excess Discharge Fee</u>	<u>\$260</u>	<u>\$270</u>	<u>\$280</u>	<u>\$290</u>
<u>Non-connected Fee</u>	<u>\$275</u>	<u>\$290</u>	<u>\$295</u>	<u>\$300</u>

Excess Wastewater Discharge Fee	As calculated below
<u>CALCULATION CRITERIA</u>	
The Average Annual Wastewater Discharge shall be calculated as follows:	
<u>(Meter reading from last reading in March – meter reading from last reading in previous December) ÷ days between readings x 365 days</u>	= <u>Average Annual Wastewater Discharge</u>
If Average Annual Wastewater Discharge is greater than 230 cubic meters, the Excess Wastewater Discharge Fee shall be calculated as follows:	
<u>(Average Annual Wastewater Discharge – 230 cubic meters) ÷ 230 x Excess Discharge Fee</u>	= <u>Excess Wastewater Discharge Fee</u>
<u>**All volumes are cubic metres, and when the reading is unavailable an estimate based off previous years or similar Customer types will be used.</u>	