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**MEETING TYPE AND DATE:** REGULAR COUNCIL, APRIL 19, 2022  
**AUTHOR:** KIEL WILKIE, UTILITIES MANAGER  
**SUBJECT: SANITARY SEWER REGULATION AND RATES BYLAW 1176**

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**ESSENTIAL QUESTION:** Is Council in support of the new sanitary sewer bylaw as drafted and proposed?

**OPTIONS:**

- A. THAT Sanitary Sewer Regulation and Rate Bylaw 1176, 2022 be read a first, second, and third time;
- B. THAT Sanitary Sewer Regulation and Rate Bylaw 1176, 2022 be read a first and second time with the following amendments:
- C. THAT Sanitary Sewer Regulation and Rate Bylaw 1176, 2022 not be read and the file be closed

**EXECUTIVE SUMMARY:**

The existing Sanitary Regulation and Rates Bylaw 214 was adopted in 1998 and had one amendment to increase the sewer rates in 2009. The existing bylaw refers to multiple acts and procedures that are no longer relevant.

When reviewing the bylaw, it was determined that rewriting and replacing the bylaw was needed, rather than trying to address the issues with a bylaw amendment. Subsequently the Sanitary Regulation and Rates Bylaw 1176 was created.

Key aspects of the new bylaw include:

- Reformatted to be consistent with exiting modern District bylaws
- Revised and updated set of bylaw definitions
- Process for connecting to sewer or extending sewer mains consistent with Water Regulation and Rates bylaw
- Strengthening wording in multiple sections:
  - Prohibitions
  - Pre-treatment
  - Oil, Grease, and Grit Interceptors
  - Volume and discharge rates
- Revised Billing and Charges section:
  - Updated to allow for user fees to be recovered as part of utility billing
  - Connection date wording and when invoicing starts
  - Excessive wastewater discharge fee
  - Outstanding balances on utility bills transferred to taxes

After a thorough review of the bylaw by internal staff, and an external legal review, the bylaw is ready for Council's review and consideration.

**Key Information:**

The existing Sanitary Regulation and Rates Bylaw 214 is outdated and in need of replacement.

**Relevant Observations:**

A new Sanitary Regulation and Rates Bylaw 1176 has been created to replace bylaw 214.

**Key Result:**

Updated Sanitary Regulation and Rates Bylaw.

**Desired Benefit of Key Result:**

Updated Council bylaw for staff to use in day to day operation and maintenance of the sanitary sewer system.

**Requisites:**

None

**Unintended Outcomes:**

None

**BACKGROUND/HISTORY**

The existing Sanitary Regulation and Rates Bylaw 214 was adopted in 1998 and had one amendment to increase the sewer rates in 2009. Bylaw 214 refers to multiple acts and procedures that are no longer relevant.

When reviewing the bylaw, it was determined that rewriting and replacing the bylaw was needed, rather than address the issues with a bylaw amendment. Subsequently the Sanitary Regulation and Rates Bylaw 1176 was created.

After a thorough review of the bylaw by internal staff, and an external legal review, the bylaw is ready for Council's review and consideration.

**DISCUSSION/ANALYSIS****Legislation & Applicable Policies**

Bylaws serve as Council policy documents that are a key when enforcing rules or objectives as set by Council.

**Technical Considerations:**

- **Impact on Infrastructure and Other Municipal Services**

None

- **Impact on Staff Capacity and Financial Resources (Cost/Benefit Analysis)**

None

**Comments from Other Government Agencies, Council Committees and Relevant Stakeholders:**

None

**Consultation, Public Feedback, and Communication to and from the Public and the Applicant:**

Because this is an administrative update to an existing bylaw no public consultation or communications was conducted.

**ALIGNMENT TO COUNCIL'S VISION:**

Adoption of the updated bylaw aligns with Council's vision of protecting environment by ensuring that the District's sanitary disposal system remains functioning and in good working condition.

**ANALYSIS OF OPTIONS FOR CONSIDERATION:**

Option 1 – endorses the new bylaw as it stands and the bylaw will be subsequently brought back to Council for adoption.

Option 2 – endorses the bylaw but allows Council to make recommended changes prior to being brought back to Council for adoption.

Option 3 – keeps the existing Sanitary Regulation and Rates Bylaw 214 in place as the preferred bylaw.

Respectfully Submitted,

Kiel Wilkie ASCT;  
Utilities Manager  
Infrastructure Services

This report has been prepared with the collaboration of the following individuals:

<b>COLLABORATORS</b>	
<b>TITLE</b>	<b>NAME</b>
Director of Corporate Services	Reyna Seabrook

This report has been prepared in consultation with the following departments:

<b>CONCURRENCES</b>	
<b>DEPARTMENT</b>	<b>NAME</b>
Chief Administrative Officer	Tanya Garost
Director of Utilities	Greg Buchholz
Director of Corporate Services	Reyna Seabrook
Chief Financial Officer	Trevor James

ATTACHMENTS:

Attachment A - DRAFT Sanitary Regulation and Rates Bylaw 1176, 2022

DISTRICT OF LAKE COUNTRY

BYLAW 1176

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A BYLAW TO ESTABLISH SANITARY SEWER REGULATIONS, USER FEES, AND RATES

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The Council of the **District** of Lake Country, in open meeting assembled, enacts as follows:

1. **INTERPRETATION**

- 1.1. Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto, as amended, revised, consolidated or replaced from time to time and any Bylaw referred to herein is a reference to an enactment of the Council of the **District** of Lake Country, as amended, revised, consolidated or replaced from time to time.
- 1.2. Unless otherwise defined in this bylaw, a word or expression used in this bylaw has the meaning assigned to it in the Local Government Act, Interpretation Act, Community Charter, Transportation Act or Land Title Act or any of successor legislation.
- 1.3. The headings contained in this bylaw are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions of this bylaw.
- 1.4. Schedules A through C are attached to and form part of this bylaw, and are enforceable in the same manner as this bylaw.

2. **DEFINITIONS**

In this bylaw:

**“Actual Cost”** means, in relation to work conducted by the **District** or its agents pursuant to this bylaw, the value of:

- (a) all direct costs of work, including without limitation, wages, contracted service, materials and supplies; plus
- (b) an additional 15% of the value of such direct costs to cover administration and indirect costs.

**“Average Annual Wastewater Discharge”** means the average annual **Wastewater** generated from a parcel as calculated in Schedule A.

**“Building Sewer”** means a privately owned pipe that is **Connected** to a building’s **Wastewater** drains and which leads to a **Service Connection**.

**“Commercial Customer”** means the classification of **Customer** type that is not a **Customer** identified as a **Residential Customer** or a **Multi-family Residential Customer**.

**“Commercial Wastewater”** means any **Wastewater** that is not **Domestic Wastewater**.

**“Connected”** means the physical state of having a connection between piping intended for the conveyance of **Wastewater**, or the connection between the **Building Sewer** and **Service Connection**.

**“Customer”** means the type of classification as determined by the **Director**, and includes any person who is:

- (a) the owner or owner’s agent, of any parcel to which a **Service Connection** is supplied from the **District**;
- (b) any person who is the occupier of any such parcel identified in (a) above in this definition; or

(c) any person who is a user of a **Service Connection** to any parcel or by any service from the **District**.

**“Director”** means the **District’s Director** responsible for the **Sanitary Sewer System** and related infrastructure, or their designate.

**“Distinct Premises”** means each occurrence of a separate or self-contained area or areas of one building, including, without limitation, a commercial unit, **Dwelling Unit**, industrial unit, or institutional unit.

**“District”** means the organization of the **District** of Lake Country or the area within the municipal boundaries of the **District** of Lake Country, as the context may require.

**“District Staff”** means a **District** employee under the supervision of the **Director**, or an authorized agent as designated by the **Director**.

**“Domestic Wastewater”** means human excreta and waterborne waste from the preparation and consumption of food and drink, dishwashing, bathing, showering, and general household cleaning and laundry which is discharged at residential or multi-family residential premises.

**“Dwelling Unit”** means one or more habitable rooms occupied or intended to be occupied as residential accommodation and usually containing or providing cooking, eating, sleeping, and sanitary facilities and includes secondary suites as separate dwellings but does not include a room in a recreational vehicle.

**“Excess Wastewater Discharge Fee”** means a fee imposed on **Commercial Customers** who generate **Wastewater** in excess of the **Average Annual Wastewater Discharge** as calculated in Schedule A or as otherwise determined by the **Director**.

**“Extraneous Flows”** includes water originating from rainwater, snowmelt, groundwater, roof drain water, foundation drain water, subsurface drainage, surface water, swimming pools, single pass cooling water, condensate, or storm water.

**“Garbage”** includes solid wastes generated by way of wasted or spoiled food and other refuse, as from a kitchen or any facility.

**“Interceptor”** means a plumbing receptacle designed to intercept and retain grease, fatty substances, soils, sand, and gravels from **Wastewater** prior to entering the **Sanitary Sewer System**.

**“Multi-family Residential Customer”** means the classification of a **Customer** type where a **Service Connection** for **Domestic Wastewater** disposal is provided to a parcel that has multiple **Dwelling Units**, not including secondary suites or accessory suites. Examples of a Multi-family **Residential Customers** include, without limitation, **Customers** owing or occupying condominium apartments, multiplex housing, row housing, apartment rental housing, housing societies or mobile home parks.

**“Pesticide”** means any general pesticide as defined in the Integrated Pest Management Act.

**“Pre-treatment”** means the use of a physical, biological, and/or chemical process, or a combination thereof, to ensure the composition of **Wastewater** conforms to the minimum requirements of this bylaw.

**“Pressurized Sewer”** means a pressurized **Building Sewer** or **Service Connection** by way of pump or siphon intended to carry **Wastewater** into the **Sanitary Sewer System**.

“**Professional Engineer**” means a person who registered with the Association of **Professional Engineers** and Geoscientists of the Province of British Columbia, which is recognized under the Professional Governance Act of British Columbia.

“**Registered Accessory Suite**” means an accessory suite, as defined in the **District’s** Zoning Bylaw, that has received a certificate of registration from the **District**.

“**Registered Secondary Suite**” means a secondary suite, as defined in the **District’s** Zoning Bylaw, that has received a certificate of registration from the **District**.

“**Residential Customer**” means the classification of a **Customer** type where a **Service Connection** for **Domestic Wastewater** disposal is provided to a parcel.

“**Sanitary Sewer System**” means any sewerage works, facilities, installations and appurtenances thereto owned by the **District**.

“**Septic Tank**” means a tank in which solid organic **Wastewater** is decomposed and purified by anaerobic bacteria.

“**Service Connection**” means a pipe that connects the **Building Sewer** to the **Sanitary Sewer System**, located between the sewer main and the cleanout, inspection chamber, maintenance hole, or valve, at or near the property line of a parcel.

“**Sewage Treatment Plant**” means a **District Wastewater** treatment plant.

“**User Fees**” means the fees to be paid by a **Customer** for **Wastewater** disposal service, or access thereto, provided in accordance with this bylaw.

“**Wastewater**” means human excreta and waterborne wastes derived from human activities and includes **Domestic Wastewater** and **Commercial Wastewater**.

“**Water Meter**” means an apparatus approved by the **District** for measuring and recording the quantity of water passing to a parcel for use.

“**Watercourse**” includes any naturally occurring or manmade pond, lake, river creek, stream, lagoon, swamp, marsh, channel, ditch, or reservoir that contains water or conveys water continuously or intermittently.

“**Works**” means the facilities, installations and appurtenances that make up the **Sanitary Sewer System**.

### 3. GENERAL REQUIREMENTS

3.1. A person must not:

- (a) attempt to operate, destroy, tamper, or alter any **District** owned infrastructure that is part of the **Sanitary Sewer System**;
- (b) connect any **Building Sewer** to the **Sanitary Sewer System** without prior written approval from the **Director**;
- (c) permit any direct or indirect discharge of any **Wastewater** or **Extraneous Flows** into the **Sanitary Sewer System** without prior written approval from the **Director**; or
- (d) obstruct or interfere with the **Director** or any **District Staff** in the performance of their duties or the exercise of their powers under this bylaw.

- 3.2. A **Customer** serviced by a **Service Connection** or the **Sanitary Sewer System** shall be solely responsible for ensuring no damage or blockages occur in the **Service Connection** or **Sanitary Sewer System** as a result of the **Customer's** activities or activities on the **Customer's** property. Where such damage or blockage occurs as a result of the **Customer's** activities or activities on the **Customer's** property:
- (a) in a **Service Connection**, the **Customer** shall, at their sole cost, repair such damage and clear any blockage in the **Service Connection**;
  - (b) in a **Service Connection** where the **District** is required to assist with the repair, clearing or removal a blockage, the **Actual Cost** shall be due and payable by the **Customer** upon receipt of an invoice from the **District**; or
  - (c) to the **Sanitary Sewer System**, the **Actual Cost** for repairs shall be due and payable by the **Customer** upon receipt of an invoice from the **District**.
- 3.3. Where testing indicates that a parameter or concentration of a **Customer's Wastewater** does not comply with the provisions of this bylaw, the **Director** shall notify the **Customer**, in writing, to cease and desist the discharge of all **Wastewater**. The cease and desist order shall remain in effect until such time as:
- (a) the **Customer** causes the **Wastewater** to become compliant with this bylaw; and
  - (b) the **Director** notifies the **Customer**, in writing, that the discharge of **Wastewater** may resume.
- 3.4. The **Director** may require a **Customer's Building Sewer** to be plugged or physically disconnected from the **Sanitary Sewer System** if testing indicates that the **Customer's Wastewater** is not in compliance with the provisions of this bylaw.
- 3.5. Neither the **District** nor **District Staff** shall be liable for any damage or other loss in any action based on nuisance or on the rule in the Rylands v. Fletcher case if the damage or loss arises, directly or indirectly, out of the breakdown or malfunction of the **Sanitary Sewer System**, including, without limitation, blockages in the **Sanitary Sewer System** caused by sediments, deposits, or other foreign matter.
- 3.6. A **Customer's Building Sewer** must be wholly contained within the boundaries of the **Customer's** parcel boundary, unless authorized by the **Director** or this bylaw.
- 3.7. The **District** owns all **Works** from the **District's** sewer mains to the **Service Connection**.
- 3.8. The **District** shall not be obligated in any way to extend the **Sanitary Sewer System** beyond the boundaries of the **District** or beyond the boundaries of any area of service established for providing a **Sanitary Sewer System**.
- 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.

#### 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.
- 4.5. All **Service Connections** and **Building Sewers** shall be installed at a location approved in writing by the **Director**.
- 4.6. In advance of installation, the **Director** may require a **Customer** to provide a plan and specifications of the **Customer's Works** for review and approval, which plan and specifications must conform to the **District's** Subdivision and Development Servicing Bylaw.
- 4.7. Should a **Customer** fail to connect a parcel to the **Sanitary Sewer System** as required by this bylaw or the **Director**, the **Director** may provide written notification that directs the **Customer** to correct the issue within sixty (60) days. If the **Customer** fails to correct the issue, the **District** will conduct the necessary **Works** at the expense of the **Customer** and invoice **Actual Costs** to the **Customer**.
- 4.8. Each parcel shall be limited to one **Service Connection** unless otherwise approved by the **Director** in writing.
- 4.9. Nothing in this bylaw shall obligate the **District** to provide a **Service Connection** to any person, **Customer** or parcel if the **Director** has made a determination that the **Sanitary Sewer System** has insufficient capacity to transfer or treat the additional **Wastewater** that is expected to result from **Service Connection**.
- 4.10. The District may from time to time, establish by bylaw, other fees or charges in addition to those set out in Schedule A, that are associated with Sanitary Sewer System infrastructure costs and that shall be payable as a condition of establishing a Service Connection.



## 5. SEWER MAIN EXTENSIONS

- 5.1. Where the **Sanitary Sewer System** does not exist adjacent to a parcel seeking connection or that is proposed to be subdivided or developed, the **Customer** shall, at their sole expense and responsibility, extend the **Sanitary Sewer System** along the full frontage of the parcel in the location designated by the **Director**, provided that all such **Sanitary Sewer System** extensions are subject to the provisions of the **District's** Subdivision and Development Servicing Bylaw.
- 5.2. Notwithstanding section 5.1, the **Director**, in his or her sole discretion, may waive the requirements to extend the **Sanitary Sewer System** along the full frontage of the parcel, if:
- (a) the parcel is zoned agricultural; or
  - (b) there is no future potential for the **Sanitary Sewer System** to extend past the parcel boundary due to its alignment or topography.
- 5.3. Where the requirements of section 5.1 are waived in accordance with section 5.2:
- (a) the **Director** shall determine the location of the end of the **Sanitary Sewer System**; and
  - (b) the **Works** shall front no less than three (3) meters of the parcel boundary.
- 5.4. All **Sanitary Sewer System** extensions are subject to the **District's** Subdivision and Development Servicing Bylaw.

## 6. INTERRUPTION OF SERVICE

- 6.1. The **District** may limit, interrupt, terminate, refuse sewer service, or limit the hours during which any person may use sewer services:
- (a) in circumstances where the discharge of **Wastewater** may interfere with **Works** being undertaken on the **Sanitary Sewer System** by the **District**;
  - (b) where a person is in default of or contravenes the provisions of this bylaw or any other applicable **District** bylaw;
  - (c) where the **Director** has determined that the **Sanitary Sewer System** has insufficient capacity to transfer or treat **Wastewater**; or
  - (d) where public interest may so require.
- 6.2. Except in the case of an emergency, the **District** shall make reasonable effort to notify the **Customer** prior to the interruption of service.

## 7. SEPTIC TANKS

- 7.1. No **Septic Tanks** shall be **Connected** to the **Sanitary Sewer System**.
- 7.2. No **Wastewater** from a **Septic Tank** shall be permitted to enter the **Sanitary Sewer System**, unless approved in advance in writing by the **Director**.
- 7.3. When a parcel previously using a **Septic Tank** connects to the **Sanitary Sewer System**, the **Customer** shall clean and remove the **Septic Tank**, or clean and fill in the **Septic Tank** with gravel, earth or sand, as may be permissible in accordance with all statutes, regulations or other legal requirements, and in such a manner that no danger of cave-in will remain, within 30 days of connecting to the **Sanitary Sewer System**.

## 8. PROHIBITED WASTEWATER

- 8.1. A **Customer** must not discharge, or cause to be discharged, at any entry point to the **Sanitary Sewer System**:

- (a) any **Wastewater** which exceeds any parameter or concentration as shown in Schedule B;
- (b) any **Watercourse** or other body of water located on a parcel, including but not limited to pools, hot tubs, or water feature ponds;
- (c) any **Wastewater** that is noxious or offensive in odour, as determined in the sole discretion of the **Director**;
- (d) any **Wastewater** generating hydrogen sulfide(H<sub>2</sub>S) must be less than 0.5mg/l dissolved and less than 1.0ppm gaseous, or as approved by the **Director** in writing;
- (e) any **Garbage** that has been ground, comminuted or shredded by a **Garbage** disposal unit or by “in sink” garburator;
- (f) any dyes or colouring materials which discolour the **Wastewater**;
- (g) any water or waste added for the purpose of diluting wastes which would otherwise not meet the maximum concentrations set out in this bylaw;
- (h) any **Wastewater**, liquids, or vapors having a temperature higher than sixty-five (65) degrees Celsius;
- (i) any liquid substance which may solidify or become viscous at temperatures above zero (0) degrees Celsius;
- (j) any material which exerts or causes unusual or excessive concentrations of suspended solids, including but not limited to, fuller's earth, or unusual or excessive concentrations of dissolved solids such as but not limited to sodium chloride, calcium chloride, or sodium sulphate;
- (k) any soluble waste or **Wastewater** having a pH lower than 5.5 or higher than 9.5 or having any other corrosive property which could be hazardous to structures, equipment or personnel including but not limited to, battery or plating acid and wastes, copper sulphate, chromium salts, or brine;
- (l) any flammable or explosive liquid, solid, or gas including but not limited to, gasoline, benzene, naphtha, alcohol, fuel, oil, solvents, and acetone;
- (m) any **Pesticides**, insecticides, herbicides, or fungicides;
- (n) any solid or viscous substance, including but not limited to, any oil, organic and inorganic earth materials, metals, glass, plastics, **Garbage**, construction materials, animal by-products, food waste, chemical residues, or winery or brewery waste;
- (o) any sludge, deposit, or material from a **Septic Tank** or cesspool;
- (p) any water or waste containing substances in such concentrations that are not amenable to treatment or reduction by the sewage treatment process or are amenable to treatment only to such a degree that the **Sewage Treatment Plant** effluent cannot, during normal operation, meet the requirement of any other agency having jurisdiction over discharges to the receiving waters; and
- (q) any material or substance (e.g. enzymes and/or bacteria) that alters the structure of the waste(s), but does not reduce the **Wastewater** concentration.

## 9. PRE-TREATMENT

- 9.1. If a **Customer's Wastewater** does not meet the conditions, parameters or concentrations required by this bylaw, may cause damage or increased maintenance to the **Sanitary Sewer System**, or may detrimentally impact the treatment process, the **Director** may require **Pre-treatment** of the **Customer's Wastewater**.
- 9.2. If the **Director** determines **Pre-treatment** is required, the **Customer** must, at their sole cost, retain a qualified **Wastewater** process **Professional Engineer** and submit a **Pre-treatment** proposal to the **Director**. A **Pre-treatment** proposal must include:
- (a) how the **Pre-treatment** proposal will ensure compliance with this bylaw;
  - (b) detailed design of the **Pre-treatment** facility;
  - (c) details of the **Wastewater** concentration before and after **Pre-treatment**;
  - (d) detailed sampling and analysis schedule required to ensure the concentration of the **Wastewater** components remain in compliance with the provisions of this bylaw; and
  - (e) detailed operation and maintenance procedures.
- 9.3. A **Pre-treatment** facility must be approved by the **Director** in writing prior to construction and must comply with all **District** bylaws.

- 9.4. A **Customer** operating a **Pre-treatment** facility, at their sole cost and responsibility, must:
- (a) ensure all components of the **Wastewater** comply with the provisions of the bylaw after the **Pre-treatment** process is completed;
  - (b) be responsible for the design, construction, operation and maintenance of a **Pre-treatment** facility; and
  - (c) maintain written records of all cleaning, repair, calibration, maintenance, sampling and analysis; store such records in a safe and secure location for a minimum of five (5) years and make such records available for examination by the **Director** at all reasonable times.

## 10. INTERCEPTORS

10.1. **Customers** may be required to install **Interceptors**, at their sole cost, as determined by the **Director**.

10.2. **Interceptors** must be:

- (a) be designed in accordance with standard engineering principles for sedimentation and floatation in gravity separators;
- (b) installed in accordance with the British Columbia Plumbing Code;
- (c) installed and located as to be readily and easily accessible for cleaning and inspection;
- (d) maintained by the **Customer** in continuous, efficient operation, by ensuring continued compliance with all provisions of this bylaw; and
- (e) examined and cleaned at least once every ninety (90) days, or when the total thickness of fats, oils and grease and solids in the grease **Interceptor** is equal to 25% or more of the **Wastewater** depth, whichever occurs first.

10.3. Notwithstanding section 10.2(e), the **Director** may require more frequent examinations and cleaning of **Interceptors**.

10.4. **Customers** must:

- (a) maintain written records for each **Interceptor**, including the date of each examination, cleaning and maintenance schedules, and detailed descriptions of types and quantities of matter evacuated;
- (b) keep such records for at least two (2) years after the year in which the record was first made;
- (c) make records available for inspection by the **Director** upon request; and
- (d) maintain such records on site.

10.5. In the case of failure to adequately maintain an **Interceptor** to the satisfaction of the **Director**, the **Director** may require an alarmed monitoring device to be installed, at the sole expense and responsibility of the **Customer**.

10.6. The following fixtures in kitchens, food preparation areas or clean up areas must be connected to a grease and oil **Interceptor**:

- (a) sinks;
- (b) wash down hoods;
- (c) floor drains;
- (d) wok ranges;
- (e) floor drains under food compactors (food waste only); and
- (f) any other fixture that accepts **Wastewater** that contains grease or solids.

10.7. No person shall use enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of oil and grease through a grease and oil **Interceptor**.

10.8. Dishwashers shall not be connected to a grease and oil **Interceptor**.

10.9. The following table shall be used to calculate surge flow rates:

<b>Fixture Unit</b>	<b>Surge Flow Rate (Litres per minute)</b>
Hand Sink	28
Restaurant Kitchen Sink	57
Single Compartment Scullery Sink	76
Double Compartment Scullery Sink	95
Triple Compartment Scullery Sink	114
Two Single Compartment Sink	95
Two Double Compartment Sink	114
Floor Drain	19
<i>The Surge Flow Rate for all other Fixture Units shall be rated according to the outlet or trap size of the fixture, as follows:</i>	
<b>Outlet Trap Size (Millimeters (inches))</b>	<b>Surge Flow Rate (Litres per minute)</b>
32 (1.25)	28
38 (1.5)	57
51 (2)	83
64 (2.5)	114
76 (3.0)	142
102 (4.0)	170

- 10.10. Grease and oil **Interceptors** shall be sized according to the sum of the surge flow rate from all fixtures **connected** to the grease and oil **Interceptor**.
- 10.11. The sum of the surge flow rate for fixtures discharging to a grease and oil **Interceptor** shall not exceed the designed flow rate of the unit(s).
- 10.12. All grease and oil **Interceptors** shall be labelled indicating the flow rates of the units. The label must be permanent and must be visible after installation.
- 10.13. No grease and oil **Interceptor** shall be designed with a flow rate less than 230 litres per minute.
- 10.14. If a **Customer's Wastewater** contains any grit or foreign matter that may interfere with or damage the **Sanitary Sewer System**, an **Interceptor** must be installed to prevent the grit or foreign matter from entering the **Sanitary Sewer System**. Examples of facilities that may require an **Interceptor** include but are not limited to:
- service stations, vehicle repair garages and automobile wash bays;
  - dry-cleaning establishments;
  - milk plants and creameries;
  - laboratories;
  - commercial kitchens;
  - concrete plants and aggregate washing plants; or
  - wineries and breweries.

## 11. COMMERCIAL CUSTOMER REQUIREMENTS

- 11.1. A **Commercial Customer** may discharge its **Wastewater** to the **Sanitary Sewer System**, provided that, subject to subsection 11.2 below, all **Wastewater** discharged by a **Commercial Customer** must comply with all

requirements of this bylaw and must be consistent with **Domestic Wastewater** in its volume, parameters and concentration.

- 11.2. A **Commercial Customer** must request approval and receive written approval from the **Director** prior to discharging into the **Sanitary Sewer System** any **Commercial Wastewater** that is not consistent with **Domestic Wastewater** in its volume, parameters or concentration. In order to request for such approval considered, the **Customer** shall retain a qualified **Wastewater** process **Professional Engineer** and provide the following information to the **Director** for consideration:
- (a) the proposed or existing development or addition, including flow schematic drawing;
  - (b) the daily volumes and peak discharges;
  - (c) the type of waste to be processed or discharged;
  - (d) the anticipated biochemical oxygen demand and the amount of suspended solids or grease;
  - (e) the pH factor and temperature of the **Wastewater**;
  - (f) chemical composition of the **Wastewater**;
  - (g) the proposed **Pre-treatment**, including dimensions of the proposed facility;
  - (h) flow equalizing or mixing facilities;
  - (i) the location of sampling maintenance hole;
  - (j) the monitoring equipment; and
  - (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.

14.2. **User Fees** shall be charged and are payable by each **Customer** quarterly with the following billing cycles and due dates:

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

14.5. **Customers** are deemed **Connected** to the **Sanitary Sewer System** on the date a building permit is issued for the parcel ("Date of Connection").

14.6. **User Fees** for new construction shall be calculated 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**.

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**, in his or her sole discretion, determines that the **Excess Wastewater Discharge Fee** is appropriate based on the **Commercial Customer's** 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.

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 xx day of xx, 2022.  
READ A SECOND TIME this xx day of xx, 2022.  
READ A THIRD TIME this xx day of xx 2022.

ADOPTED this xx day of xx, 2022.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

**Schedule A  
User Fees and Rates**

Item	User Fee
<b>Service Connection Installation</b>	
Any <b>Service Connection</b> Installation	<b>Actual Cost</b>
<b>Connection Fee</b>	
General Connection Fee	\$1,000 per connection
Service Call	\$50 per occurrence
Service Call After Hours	\$150 per occurrence
<b>Residential &amp; Multi-family Customer User Fee</b>	\$250 per year per <b>Distinct Premise</b>
<b>Registered Accessory Suite or Registered Secondary Suite</b>	\$100 per year
<b>Commercial Customer User Fee</b>	\$250 per year per <b>Distinct Premise</b>
<b>Excess Wastewater Discharge Fee</b>	As calculated below
<b>CALCULATION CRITERIA</b>	
The <b>Average Annual Wastewater Discharge</b> shall be calculated as follows:	
$\frac{\text{(Meter reading from last reading in March – meter reading from last reading in previous December)} \div \text{days between readings} \times 365 \text{ days}}{\text{}} = \text{Average Annual Wastewater Discharge}$	
If <b>Average Annual Wastewater Discharge</b> is greater than 230 cubic metres the <b>Excess Wastewater Discharge Fee</b> shall be calculated as follows:	
$\frac{\text{(Average Annual Wastewater Discharge – 230 cubic metres)} \div 230 \times \text{Commercial Customer User Fee}}{\text{}} = \text{Excess Wastewater Discharge Fee}$	
** All volumes are cubic metres, and when the reading is unavailable an estimate based off previous years or similar <b>Customer</b> types will be used.	



**Schedule B**  
**Wastewater Maximum Concentrations**

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 by the **Director**.

Parameter	One Operating Day Composite Sample	Two Hour Composite Site	Grab Sample
B.O.D. (mg/L)	500	1000	2000
C.O.D. (mg/L)	750	1500	3000
Suspended Solids (mg/L)	600	1200	2400
Oil and Grease (mg/L) (non petroleum)	150	300	600
Oil and Grease (mg/L) (petroleum source)	15	30	60
Free Chlorine (mg/L)	-	-	1,500
pH	>5.5 and <9.5	>5 and < 11	> 5.5 and < 10.5

Substance	Abbreviation	Concentration in Milligrams per Litre		
		One Day Composite Sample	Two Hour Composite Sample	Grab Sample
Aluminum	Al	50.0	100.0	200.0
Arsenic	As	1.0	2.0	4.0
Boron	B	50.0	100.0	200.0
Cadmium	Cd	0.2	0.4	0.8
Chromium	Cr	4.0	8.0	16.0
Cobalt	Co	5.0	10.0	20.0
Copper	Cu	2.0	4.0	8.0
Cyanide	Cn	1.0	2.0	4.0
Iron	Fe	10.0	20.0	40.0
Lead	Pb	1.0	2.0	4.0
Manganese	Mn	5.0	10.0	20.0
Mercury	Hg	0.05	0.1	0.2
Molybdenum	Mo	1.0	2.0	4.0
Nickel	Ni	2.0	4.0	8.0
Phenols	-	1.0	2.0	4.0
Phosphorus	P	12.5	25.0	50.0
Silver	Ag	1.0	2.0	4.0
Sulphate	SO <sub>4</sub>	1500.0	3000.0	6000.0
Sulfide	S	1.0	2.0	4.0
Tin	Sn	5.0	10.0	20.0
Zinc	Zn	3.0	6.0	12.0

Schedule C  
Standard Drawings

Typical Service Connection Installation

