

DISTRICT OF UCLUELET
BYLAW No. 1135, 2011

A Bylaw to regulate extensions, connections, and use of the sanitary sewerage system and to impose connection charges, inspection fees, user rates and maintenance charges for the use of sewers.
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WHEREAS the Community Charter authorizes the *District* to operate a *sanitary sewerage system* as a municipal service deemed to be necessary or desirable for all or part of the *DISTRICT* and to regulate in relation to the *sewer service*;

AND WHEREAS the *District* has constructed and is operating and maintaining a system of *sanitary sewers* on a self-liquidating basis for the benefit of residents and business *property owners* of the *District*;

AND WHEREAS it is expedient that all *real property* within the *District* which requires the service and is capable of being served, should be so served and connected to the *sanitary sewerage system* and that the cost of connecting such *properties* should be paid for in whole or in part by the *owners* of the *property* requiring connection to or which wholly fronts or abuts the *sanitary sewerage system*;

AND WHEREAS it is deemed equitable that the cost of operating, maintaining and upgrading the *sanitary sewerage system* is paid for by those who directly or indirectly benefit from the system;

NOW THEREFORE the Council of the DISTRICT OF UCLUELET, in open meeting assembled, enact as follows:

PART 1 - CITATION

1. This bylaw shall be cited for all purposes as "District of Ucluelet Sewer Regulation and Charges Bylaw No. 1135, 2011".

PART 2 - DEFINITIONS

2. In the construction and interpretation of this bylaw, words and terms will have the following meaning assigned to them:

"**ACTUAL COST**" means all costs incurred to complete the works, including but not limited to engineering services, supply of materials, construction, supervision, inspection, administration, processing, right-of-way negotiations, acquisitions and registration, and liaison with, and/or fulfilling requirements of other utilities or agencies.

"**AGENT**" means *professional engineer* or contractor appointed by the *Superintendent of Public Works* to install and construct a *sewer extension* on behalf of the *District*.

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

"**APPLICANT**" means an *owner* or authorized agent for the *owner* who requests the *District* to:

- (a) install new or alter existing *sewer* services;
- (b) approve the use of an existing *sewer* connection for a new development; or
- (c) extend a public *sewer* or *sewers* and *sewer* services,

and from whom the *DISTRICT* may expect to receive revenue on a continuing basis for this service at the current annual charges as established by this bylaw.

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

"**BUILDING BYLAW**" means the "District of Ucluelet Building Bylaw, 882", as may be amended or replaced from time to time.

"**BUILDING SANITARY SEWER**" means a pipe, including manholes and inspection chambers laid on a *property* connecting a *service connection* with a house, building, or structure on the *property*.

"**COLLECTOR**" means the *Manager of Finance* or his or her duly appointed representative and assistants.

"**CONNECTION CHARGE**" means the amount due and owing to the *District* for the installation and construction of a *service connection* as set out in Schedule "B" to this Bylaw, including any *latecomer charges* or *local service tax*.

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

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

"**DESIGN AND CONSTRUCTION STANDARDS**" means the documents referred to and incorporated into Schedule "A" of the "Subdivision Services Control Bylaw, 521" as may be amended or replaced, related to design and construction standards.

"**DIRECTOR OF FINANCE**" means the Director of Finance for the *District* or his or her duly appointed representatives and assistants.

"**DISTRICT**" means the District of Ucluelet.

"**DOMESTIC WASTE**" means waste produced on *real property* or in premises which is solely used for residential purposes.

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

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

"ENVIRONMENTAL MANAGEMENT ACT" means the Environmental Management Act, as may be amended or replaced from time to time.

"EXTENSION" or "SEWER EXTENSION" means any installation or construction of pipes, conduits, *sewer* mains, appurtenances, *sewage* lagoons and other equipment and facilities for collecting and transporting waste on any highway or *District* road right-of-way from the most suitable existing *sanitary sewerage system*, having sufficient surplus capacity to provide service to the *real properties* to be served, in accordance with the current standards. An *extension* does not include the upgrading or replacement of any existing part of the *sanitary sewerage system*, nor does it include installation or construction of *service connections*.

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

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

"FRONT-ENDER" is a *person* who pays the *actual costs* of an *extension* and who may enter into a *latecomer agreement* with the *District*, and shall include the assignee of the *latecomer agreement*.

"GROUNDWATER" means water below the surface of the ground, as defined in the Water Act.

"HYDRAULIC HEAD" means the flow of *sewage* is operating against resistance and the flow depth is above the crown of the *sewer* pipe.

"INSPECTOR" means the Building Inspector for the *District* or his or her duly appointed representatives and assistants.

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

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

"LATECOMER CHARGE" means that portion of the *actual cost* of an *extension* that the *District* charges each *parcel* of land within the *benefiting lands*.

"LOCAL SERVICE TAX" means a tax imposed under Section 216 (local service taxes) of the Community Charter and amendments thereto.

"LOW PRESSURE SYSTEM" means a *sanitary sewerage system* consisting of on-site, privately owned, operated and maintained *sewage pumps*, with discharge pipes connected to a *District* owned and operated low pressure *sewage force main* or *gravity sewer*. The entire length of the *service connection* is private, even that portion within the public right-of-way.

"MULTIPLE UNIT RESIDENTIAL BUILDING" means a building which contains two or more *dwelling units*, excluding *secondary suites*.

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

- (a) the registered owner of an estate in fee simple,
- (b) the tenant for life under a registered life estate,
- (c) the registered holder of the last registered agreement for sale, and
- (d) the holder or occupier of land held in the manner referred to in the definition of "Owner" in the *Community Charter* and amendments thereto.

"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.

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

"PROFESSIONAL ENGINEER" means an engineer registered or licensed and in good standing, with the Association of Professional Engineers and Geoscientists of British Columbia.

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

"SANI-STATION" means an approved facility to which *sewage* is transported for temporary storage.

"SANITARY DEVELOPER REIMBURSED" or "SDR" means a *service connection* installed by a developer under agreement with the *District*.

"SANITARY SEWERAGE SYSTEM" means all sanitary *sewer works*, *sewage facilities*, and all appurtenances thereto, including *sewer mains*, *sewage lagoons*, *sewer outfalls*, *service connections*, *sewage lift stations*, *force mains*, *siphons* and *treatment facilities* owned, controlled, maintained and operated by the *District* for collecting and transporting waste, but shall not include *storm drains*.

"SECONDARY SUITE" means an additional *dwelling unit* within the structure of a single family dwelling unit.

"SERVICE CONNECTION" means a service pipe from the *sewer* to the property line of a *parcel* and includes an inspection chamber.

"SEWAGE" means water carried wastes from residences, business buildings, institutional and industrial establishments, and shall include:

- (a) *industrial waste*;
- (b) sanitary *waste* exclusive of *industrial wastes*; and
- (c) the discharge of stale swimming pool water.

"SEWAGE FACILITY" means works owned, operated and maintained by the *District* or otherwise under the control or jurisdiction of the *District* that gather, treat, transport, store, utilize or discharge waste.

"SEWAGE PUMP UNIT" means a hydraulic device capable of moving or lifting *sewage* from one location to another.

"SEWER" means a pipe, or conduit and other equipment and facilities, owned, operated and maintained or otherwise under the control or jurisdiction of the *District*, for collecting and transporting waste either to a *sewage facility* or otherwise.

"STANDARD METHODS" means the latest edition of "Standard Methods for the Examination of Water and Wastewater" jointly prepared and published from time to time by the American Water Works Association, American Public Health Association and the Water Environment Federation or any successors thereto.

"STORM DRAINS" or "DRAINS" means all pipes, conduits, drains and other equipment intended or necessary to carry *storm water*.

"STORM WATER" means water resulting from natural precipitation from the atmosphere and which is intended to be transported in a *storm drain*.

"SUPERINTENDENT OF PUBLIC WORKS" means the Superintendent of Public Works for the *DISTRICT* and shall include his or her duly appointed assistants and representatives.

"TEMPORARY SERVICE CONNECTION" means a connection to the *sanitary sewerage system*, granted conditionally by the *District* for a *parcel* on a temporary basis.

"USER CHARGE" means the amount of money charged to *owners* whose *real property* or premises are served directly or indirectly by the *sanitary sewerage system*, and calculated on various factors all of which are set out in Schedule "B" to this Bylaw.

"ZONING BYLAW" means "District of Ucluelet Zoning Bylaw, 800," as may be amended or replaced from time to time.

3. The provisions of this bylaw apply to all *extensions* and connections and direct or indirect discharges to any part of the *sanitary sewerage system* under the control of the *District*.
4. The *Superintendent of Public Works* shall administer this bylaw except Part 6 and the associated schedules, which shall be administered by the *Collector*.

PART 3 – GENERAL PROVISIONS

5. *Council* may from time to time amend this bylaw in whole or in part and may without limiting the generality of the foregoing establish or amend policies, criteria, charges and fees relating to the discharge of waste from specified classes of *persons* or specific *persons*.
6. In this bylaw words importing the male gender include the female gender and either includes neuter and vice-versa and words importing singular number include the plural number and vice versa.
7. The schedules annexed hereto shall be deemed to be an integral part of this bylaw.

Applicability of Bylaw

8. This Bylaw shall have reference and apply to the *sanitary sewerage system*.

Role of the *Director of Finance* and *Superintendent of Public Works*

9. For the purposes of this bylaw the *Director of Finance* shall have charge of the rating of all buildings and premises supplied with *sewer services* and the *Superintendent of Public Works* shall have charge and control of all properties and works in connection with the *sanitary sewerage system* and of all connected engineering and mechanical work.

Supply of *Sewer Services* throughout the *District*

10. It shall be lawful for the *District* to provide *sewer services* to the inhabitants of the *District* who can be served from the *District's sanitary sewerage system* and the provisions of this bylaw shall extend to and be binding upon all *persons* so served.

No Obligation to Provide Service

11. Nothing in this bylaw shall obligate the *District* to provide *sewer services* to any *person* when:
 - a) the cost of laying the mains to the premises of the *person* would be excessive and create an additional burden upon the revenues of the *sanitary sewerage system*, unless the *person* shall pay to the *District* the cost of laying the *sewer mains* to the *person's* premises and the trunk *sewer mains* to which such mains are to be connected are of sufficient capacity to provide the *sanitary sewerage service*; or
 - b) the capacity of the *sanitary sewerage system* is insufficient to provide the service.

District* Not Liable for Failure of the *Sanitary Sewerage System

12. The *District* shall not be liable for the failure of the *sanitary sewerage system* in consequence of any accident or damage to the *sanitary sewerage system*, breakdown or malfunction of the sanitary sewer system or the connection, or any temporary stoppage from blockages, alterations or repairs, whether the failure arises from the negligence of any *person* in the employ of the *District* or any other *person* or through natural deterioration or obsolescence of the *sanitary sewerage system*, or otherwise.

Collection and Transportation of Waste

13. The *District* does not guarantee service. The *District* reserves the right at any and all times, without notice, to change operating conditions of the *sanitary sewerage* service or *service connection*, for the purposes of making repairs, extensions, alterations or improvements, or for any other reason. Neither the *District*, its officers, employees, nor *agents* shall incur any liability of any kind whatever by reason of the cessation in whole or in part of the *sanitary sewerage system* or changes in operating conditions.
14. *Owners* or *persons* depending on continuous and uninterrupted disposal of waste shall provide on the *parcel* and at their cost, such necessary equipment and facilities suitable to their requirements.

PART 4 – SEWER EXTENSIONS

General Conditions

15. All *extensions* to the *sanitary sewerage system* shall be undertaken, installed, constructed, operated, maintained, upgraded and replaced in accordance with the terms and conditions of this bylaw. No *person* other than an authorized person from the *District* shall remove or tamper with the *sanitary sewer system*.
16. The cost of all *extensions* shall be paid for in accordance with the provisions and subject to the limitations of this bylaw.
17. All installing, constructing, operating, maintaining, upgrading and replacing of *extensions* of the *sanitary sewerage system* and *service connections* must be in accordance with and in conformity to the *District's design and construction standards*.
18. The *District* shall not permit an *extension* to the *sanitary sewerage system*:
 - a) if any part of the downstream *sanitary sewerage system* has inadequate capacity to meet the proposed additional service requirements; or
 - b) if the proposed *extension* would cause the *District* to expend an inordinate amount of time, effort, or money, as determined by the *District*, to operate and maintain the *extension*, in comparison to the revenue that it would generate.

District Funded Extensions

19. *Sewer extensions* which the *District* bears any portion of the cost shall only proceed provided the costs are:
 - a) recoverable in whole or in part from each of the existing as well as future *parcels* of land that will be served by the *extension*;
 - b) within the limit of the funds so allocated for these purposes within the current annual budget and any other capital funds provided by the *District*; and
 - c) not excessive as determined by *Council*.

Application for Sewer Extensions

20. All applications for *sewer extensions* shall be made in writing to the *District of Ucluelet*.

The *District* shall review the application, determine the practicality and feasibility of such an *extension*, estimate the cost of the proposed *extension*, and notify the *applicant* that the application has been approved or denied.

21. The cost payable by an *applicant* shall be the *actual cost* to extend the *sewer* on a legally designated road allowance or a right-of-way acceptable to the *District*, from the most suitable existing *sewer* as determined by *District*, to a point opposite the farthest boundary of the last *parcel* of land to be served or to such point as the *District* determines is appropriate. In addition, the costs of *service connection(s)* to the *applicant's* property, and the costs of right-of-way acquisitions shall be added to and form part of the costs in providing the *extension*.
22. Only after an *applicant* has deposited with the *District* an amount of money or equivalent security equal to the estimated cost of the proposed *extension* as calculated by the *District*, may the *District* proceed to install and construct the *extension*.
23. The *District may* appoint an *applicant* as an *agent* of the *District* to carry out the design, installation and construction of an *extension* subject to the *applicant* agreeing:
 - a) to have the *extension* designed, installed and constructed in accordance with *the District's design and construction standards* respecting size, depth, grades as well as other specifications and conditions that the *District* stipulates.
24. An *applicant* wishing to construct an *extension* at the *applicant's* own expense must:
 - a) enter into an agreement with the *District* containing conditions listed in the applicable form; and
 - b) pay to the *District* all fees in accordance with Schedule "B" to this bylaw.

Upsizing of Sewer Mains

25. Where the *District* determines that a *sewer* main of greater capacity should be installed than is required to provide service to the *parcels* for which an application for an *extension* has been made, the *applicant* will upsize the *sewer* main, the *District* shall pay the cost of providing the excess capacity in accordance with the current *Council* policy, if the required funds are available. This provision applies only to upsizing of a *sewer* main of larger diameter than the base size of 200 mm diameter for residential zones and 250 mm diameter for industrial, commercial and institutional zones.

Recovery of *District's* Costs

26. Where the *District* has incurred capital costs for an *extension*, the *owner* of the *benefiting land* shall pay the *local service tax* or *latecomer charge* prescribed under the relevant bylaw or agreement.
27. No provision of this Bylaw limits or restricts in any way *Council* from exercising full jurisdiction and control over the operation of the *sanitary sewerage system*, and the fact that any *extension* may have been installed and constructed without cost to the *District* will not in any way exempt the *person* receiving service from any regulations, rates, order or bylaw of the *District*. The payment of part or all of the installation and construction costs by any *applicant* for a *service connection* shall not be construed as a guarantee by the *District* with respect to continuity or adequacy of service.

PART 5 – SERVICE CONNECTIONS

Eligibility for Service Connection

28. Subject to approval by the *District*, owners of *real property* are entitled to a *service connection* if the *parcel* to be serviced fronts on the *sanitary sewerage system* for the entire *frontage* or *flankage* of the *parcel*, the *parcel* is located within the *District's* Sewerage Area, there are no downstream capacity concerns, and the waste generated thereon is permissible to be discharged into the *sanitary sewerage system* and, whenever feasible, can be discharged by gravity. The *owner* shall apply to the *District* for a *service connection* in accordance with the requirements of this Bylaw.
29. When extending the *sanitary sewerage system*, and where a *parcel* partially abuts the *sanitary sewerage system*, the entitlement to a *service connection* will only be considered if the length of the *sewer* abutting the *parcel* exceeds the minimum lot width permissible under the *Zoning Bylaw* for the current zoning of the *parcel*.
30. Where a *parcel* partially abuts the *sanitary sewerage system*, but the length of the abutting *sewer* does not meet the criteria of Section 29, connection to the *sanitary sewerage system* may be permitted by the *District* on a temporary basis pursuant to Section 42 of this Bylaw.
31. In the event that the waste generated on a *parcel* cannot be drained to the *sanitary sewerage system* by gravity, or in the event that the *sewer* on the street is operating or may operate under *hydraulic head*, the *owner* of the *parcel* may be granted a *service connection* provided as a pre-condition of the service, the *owner* agrees:
 - a) to register a restrictive covenant on title to the land in a form acceptable to the *District* stipulating that the *service connection* is governed by the terms and conditions of this bylaw and the *Building Bylaw*;
 - a) to pump the waste by means of a *sewage pump unit* designed by a *professional engineer* and located on the *owner's parcel*; and
 - c) to install the *sewage pump unit* and the associated force main in accordance with the engineered design, and to operate and maintain them, all at the *owner's* expense.
32. Every *parcel* that fronts or abuts a *sewer* must have a separate *service connection* installed by *District* employees, contractors or *agents*. Only with a written, conditional permission of the *District* may any other *person* install or construct a *service connection*.
33. Where two or more buildings existing on one *parcel* and where the buildings can be legally separated by subdivision of the land, each building must have a separate *service connection* unless the *owner* agrees to and registers a restrictive covenant on title to the land in a form acceptable to the *District* that disallows future subdivision of the *parcel*.

Application Process for a Service Connection

34. An application for a *service connection* must be made in writing to the *District of Ucluelet* by the *owner* of the *parcel* in the form prescribed in the “Application for Service Connection”.
35. Every application for a *service connection* must be accompanied by the applicable *connection charge*.

36. The *District* will direct that the installation and construction of a *service connection* be commenced within ninety (90) days of approval of the application.
37. If a *service connection*, temporary or permanent, is not practicable, the *District* will notify the *applicant* within sixty (60) days and the *District* will refund any charges paid by the *applicant*.
38. When an application for a *service connection* accompanies a building permit with the construction value greater than \$100,000 or where a *parcel* is being redeveloped, the following shall apply to the *service connection* and the *building sanitary sewer*:
 - a) if the *service connection* and *building sanitary sewer* is less than 30 years old, the *owner* must provide a video inspection and recommendation for the *District* to review. The *owner* shall repair or replace the connection if the *District* determines that the connection is not adequate for service or has excessive damage;
 - b) if either the *service connection* or the *building sanitary sewer* is 30 years old or older, a replacement or new service is required;
 - c) all no-corrode, asbestos cement or clay service pipes of any age or condition shall be replaced;
 - d) any shared *service connections* and *building sanitary sewer* shall be replaced; and
 - e) all costs associated with the above are the responsibility of the *owner*.

The *District* may waive part of the above requirements if the *District* deems the cost of the replacement excessive.

Service Connection Location

39. Where practical the *service connection* will be located where requested by the *applicant*. In the event the *applicant's* preferred location is not practical due to the existence of installed or proposed surface improvements or is in conflict with installed underground utilities or impractical owing to topographic or vegetative features, the *District* will designate the location of the *service connection* to each *parcel* of land or premises.

Pre-servicing with a Service Connection

40. Where street surface improvements are scheduled for installation by the *District* during a current budget year or where the *District* deems it prudent and cost-effective to install a *service connection* to any *parcel*, the *District* may order a *service connection* to be installed regardless of whether or not any improvement is constructed on the *parcel*, and the cost of the *service connection* will be recovered in accordance with the conditions set out within this bylaw.

Additional Service Connections

41. If additional *service connections* are required, the *owner* must apply to the *District* and pay the appropriate costs to construct such connections plus any *latecomer charges* and *local service tax* that may be applicable. Additional *service connections* will only be permitted subject to the approval of the *District*.

Temporary Service Connection

42. An owner of a *parcel* which does not front the *sanitary sewerage system* and upon which the current method of *sewage* disposal system no longer functions to the satisfaction of the Medical Health Officer of the Vancouver Island Health Authority, may apply for a *temporary service connection* and may be approved for a *temporary service connection* by the *District*, at a location determined by the *District*, provided that all of the following requirements are met:
- a) The quality and quantity of waste generated on the *parcel* and its rate of discharge must not detrimentally affect the downstream *sanitary sewerage system*.
 - b) Such a *temporary service connection* will serve only one *parcel* for which the *temporary service connection* is granted.
 - c) The *applicant* must pay the *actual cost* with respect to the design, installation, and inspection of all of the works necessary to effect a connection to the *sanitary sewerage system* at the location determined by the *District*.
 - d) By accepting a *temporary service connection* the *applicant* acknowledges the commitment to support and pay the *applicant's* respective share of a *local service tax* or *latecomer charge* as may be applicable in the future for a *sewer* installation to serve the *parcel*.
 - e) The *applicant* agrees to connect the premises for which the *temporary service connection* is provided by installing all necessary works, including any off-site works within the *District's* road or lane allowance, or right-of-way, or easement. Where a *temporary service connection* or the *building sanitary sewer* is permitted by the *District* to be installed through private lands not owned by the *applicant*, an easement to which the *District* is a party must be executed and registered in the Land Title Office before any connection is permitted by the *District*.
 - f) The *applicant* agrees to remain responsible for all maintenance and upkeep of the works from the point where the works connect to the *District's sewer* to the building or structure for which the *temporary service connection* is provided, including all off-site works on the *District's* road or lane allowance, or right-of-way, or easement, and/or on lands not owned by the *applicant*.
 - g) The *temporary service connection* is acknowledged to be for a temporary duration and the *District* may discontinue service in any of the following circumstances:
 - (i) an application is made by another *person* for an *extension* along the street or road allowance upon which the *parcel* served by a *temporary service connection* fronts;
 - (ii) the *District* or others decide to proceed with the construction of a *sewer* on the street, lane or road allowance upon which the *parcel* has *frontage*;
 - (iii) if the *building sanitary sewer* and/or *service connection* is improperly maintained;
 - (iv) if waste generated on properties other than the *parcel* allowed the *temporary service connection* is being discharged through the *temporary service connection*; or

(v) if the *owner* of the *parcel* with the *temporary service connection* contravenes any of the provisions of this bylaw.

43. Where a *temporary service connection* is discontinued, the *owner* of the *parcel* must pay:
- a) the costs incurred by the *District* to disconnect and remove the *temporary service connection*;
 - b) the *connection charge* with respect to the new *sewer main*; and
 - c) any *local service tax* and *latecomer charge*.
44. Every *owner* of a *parcel* to be granted a *temporary service connection* must register a restrictive covenant on title stipulating that the *temporary service connection* is governed by the terms and conditions of this bylaw.

Specific Prohibitions

45. No *person* may uncover, connect, or attempt to connect or be allowed to be connected or remain connected to a *service connection* or to a *sewer, parcel* or premises otherwise than in accordance with this bylaw.
46. The *owner* of a *parcel* that is connected to a *service connection* or to a *sewer* without first making appropriate application to and obtaining approval from the *District* or without paying the applicable charges, or commences the use of the service prior to having been granted a formal occupancy permit for the use of the premises, is in contravention of this bylaw. In addition to any penalty that may be applicable, the *building sanitary sewer* may be disconnected and the service stopped up or closed. The *District* may establish conditions and requirements which the *owner* must fulfill before the service can be reinstated.
47. No *person* shall bury, cover or obstruct, at any time, or in any manner, the access to any manhole, inspection chamber, or other fixture connected with the *sanitary sewerage system*, by placing thereon or in the vicinity thereof, any fencing or other impediments, landscaping, lumber, timber, wood, brick, stone, gravel, sand or other materials or things and the *District* or employee or *agent* of the *District* may order the removal of the obstruction and the expense of the removal and reinstatement of the *sanitary sewerage system* will be charged to and paid by the *person* so offending in addition to any other penalty imposed by this bylaw.
48. No *person* being an *owner*, occupant or tenant of *real property* serviced by the *sanitary sewerage system* will accept or emit any waste or other material or substances, or, permit them to be brought in or discharged from properties, places or *persons* other than the waste generated within the property to which the service is provided.
49. The *District* may expressly appoint an *applicant* as an *agent* of the *District* to carry out the design, installation, and construction of a *service connection* subject to the *applicant* agreeing to design, install and construct the *service connection* in accordance with the *design and construction standards* respecting size, depth, grades as well as other specifications and conditions that the *District* stipulates.

50. Except as provided under Sections 22 and 49, no work of any kind connected with the *sanitary sewerage system*, either for the laying of new, or repairing of old pipes is permitted to be done by any *person* other than an employee or *agent* of the *District*. *Low pressure systems* are the exception, whereby an *owner* may construct a *private service connection(s)* within the public right-of-way subject to obtaining a *District* road and right-of-way permit and a plumbing permit.

Low Pressure Systems

51. At no time shall the *owner* change the pumping characteristics of the pumping system within a *parcel* connected to a low pressure main line sewer, unless otherwise approved by the *District*.

52. The *owner* is fully responsible for the operation, maintenance, repair and replacement of the pumping system including pump unit(s), controls, entire force main and all auxiliary components, from the building to the connection to a *District* low pressure sewer mainline. The *owner* shall register a restrictive covenant to this effect on title to the *property*.

53. When necessary, the *owner* shall replace the pumps, force main and controls including installing a balancing tank to meet changing operating conditions of the *low pressure system* in the area. The replacement work shall be designed by a *professional engineer* and the *owner* shall submit the record of replacement to the *District*. All work is to be completed at the *owner's* cost.

Building Sanitary Sewer

54. Every *owner* shall construct *building sanitary sewers* in strict compliance with the current B.C. Building Code and shall operate and maintain the *building sanitary sewer*, including clearing any blockages in the *building sanitary sewer* which are directly attributed to the discharge from the *parcel*.

55. All materials, fixtures or devices used or entering into the construction of plumbing systems or parts thereof, must conform to the minimum applicable standard set forth in the B.C. Building Code unless otherwise provided for in this Bylaw.

56. If after receiving written notice from the *District*, the *owner* does not operate and maintain the *building sanitary sewer*, an agent or employee of the *District* may enter the *parcel* to undertake necessary repairs and/or replacements. *Actual cost* is recoverable by the *District*, and shall be paid by the *owner* in full. The *District* shall be entitled to recover *actual cost* from the *owner* in the same manner as *District* taxes.

57. Grease, oil and sand interceptors shall be provided on the *building sanitary sewer* for all garages, automobile service stations, restaurants, fast food outlets and vehicle and equipment washing establishments. Interceptors will be required for other types of businesses, when in the opinion of the *District* they are necessary for the proper handling of *liquid* waste containing grease or suspended materials. All interceptors shall be of a type and capacity approved by the *District* and shall be located as to be readily and easily accessible for cleaning and inspection. Where installed, all interceptors shall be maintained by the *owner* at the *owner's* expense in an operable and functional state at all times. The *District* may prescribe the manner and the frequency of maintenance and may

require that the *owner* periodically provide acceptable proof of maintenance to the *District*.

Procedure after *Service Connection*

57. Every *owner* of a *parcel* who connects to the *sanitary sewerage system* from previously having a septic disposal system shall:
- a) discontinue use of the septic tank;
 - b) remove and properly dispose of septic tank contents; and
 - c) either dismantle and remove the septic tank, or fill the tank with fresh earth, sand, gravel or any filler material approved by the *District*.

Compulsory Connection and Exemption

58. Every *owner* of *real property* fronting or abutting a *sewer* shall connect to the *sanitary sewerage system*.
59. If an *owner* fails to comply with Section 58, in addition to any other penalty that may be imposed by this Bylaw, the *District*, may have the work done at the expense of the *owner*, and the *District* shall be entitled to recover the *actual cost* of the work done from the *owner* in the same manner as *District* taxes.

Industrial, Commercial and Institutional Inordinate Discharges

60. Where no appropriate *sewer* is available or where the discharge is considered to be injurious to, or exceed the design flow rate of the *sanitary sewerage system*, the waste shall be disposed of in a manner or into an outlet as may be prescribed by the *District*. The waste shall be subject to regulations, standards of quality, quantity, rate of discharge and other stipulations and conditions as may be prescribed or are in effect by legislation or this bylaw.
61. Every *owner*, at the *owner's* cost, is responsible for providing, installing, operating and maintaining equipment to limit the discharge within the prescribed rate or convey waste to another outlet as directed by the *District*.
62. Except where expressly authorized to do so by an applicable pretreatment standard or requirement, no industrial user shall ever increase the use of process water, or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a pretreatment standard or requirement, or any other pollutant-specific limitation developed by the *District*. The *District* may impose mass limitations on industrial users who are using dilution to meet applicable pretreatment standards or requirements or in other cases where the imposition of mass limitations is appropriate.

Failure of Service

63. The *owner* is responsible for failures in the *building sanitary sewer*. The *owner* shall pay all costs associated with the services and repairs of the *building sanitary sewer*. If a *sewer* or *service connection*, which is not part of a *low pressure system*, becomes stopped or otherwise fails to function, the *owner* or occupier of the premises served shall notify the

District, in writing. The *District* shall, as soon as reasonably practicable, arrange to have the *sewer* or *service connection* unstopped or otherwise restored to serviceable condition.

64. Where there is no inspection chamber installed on the *service connection* at the property line, or the inspection chamber has been buried, covered, obstructed and cannot be located by the *District* through means of surveying, sounding, probing, and shallow hand digging, the *owner* shall expose the service at the property line for inspection by the *District*. If assistance is provided to the *owner* to expose the service, *actual cost* of the work shall be the responsibility of the *owner*. The cost and effort required removing and replacing materials, structures, and improvements covering or obstructing the inspection chamber and the reinstatement of the area to its previous state shall be the responsibility of the *owner*.
65. Where the blockage is found in the *building sanitary sewer*, then the *owner* shall be responsible for all costs to remove the blockage, repair the service, and reinstate the area to its previous state. Where the blockage is found to be located in the *sewer* or the *service connection*, the *District* will, at its cost, remove the blockage, repair the *service connection*, and pay reasonable direct costs necessary to initially expose the *service connection*. This Section does not apply to connections to *low pressure systems*.
66. Where any blockage is found to exist in the *building sanitary sewer*, and where the *owner* fails to repair the stoppage or other failure, the *District* may undertake the repairs and bill the *owner* for *actual cost* incurred by the *District* in restoring the service and unstopping the *building sanitary sewer*. The costs shall be paid by the *owner* upon demand, and if unpaid on the thirty-first (31) day of December of the year in which the work is done, shall be deemed to be taxes in arrears on the *real property* and will be dealt with in the same manner as *District* taxes. This Section does not apply to connections to *low pressure systems*.
67. Where any *sewer*, *service connection*, or *building sanitary sewer* is part of a *low pressure system*, the *owner* shall remove the blockage at the *owner's* cost regardless of the location in the *service connection*.

Discontinuation and Re-instatement of Service

68. In the event that a building or structure is removed from a *parcel*, or is destroyed or is damaged to the extent that it can no longer be put to any legally permitted use, the *owner* shall, at the *owner's* expense, effectively cap the downstream side of the *building sanitary sewer* a minimum of two metres or the depth of the inspection chamber from the property line. This condition must remain for the interim period during which the *service connection* is not in use.
69. In the circumstances described in Section 68, if the *owner's* intention is to not ever use the *service connection*, the *owner* shall, at the *owner's* expense, effectively have the inspection chamber removed, and the *service connection* capped at the inspection chamber and grouted at the main and connection interface location.

Prohibited Waste

70. No *person* will permit sludge, material or deposit contained in a septic tank to enter the *sanitary sewerage system*.

71. No *person* may discharge or allow or cause to be discharged into the *sanitary sewerage system* any:
- a) *prohibited waste*;
 - b) water or any other substance for the purpose of diluting any non-domestic waste discharged into a *sewer* to meet acceptable tolerance standards within this bylaw; or
 - b) anything in a concentration or quantity which may be or may become a health or safety hazard to personnel operating or maintaining the *sewers* or the *sanitary sewerage system* or which may cause damage or interfere with the proper operation of a *sewer* or the *sanitary sewerage system* or which may injure or is capable of injuring any property, or health of any *person* or any life form.
72. No *person* may discharge or continue to allow being discharged into a *building sanitary sewer* or the *sanitary sewerage system* any *storm water* or permit any *groundwater* infiltration.

Restricted Waste

73. No *owner* shall discharge or allow or cause to be discharged into a *sanitary sewerage system* any:
- a) restricted waste; or
 - b) uncontaminated water.
74. Sanitary waste from recreational vehicles must be discharged into approved *sani-stations*.
75. Nothing in this bylaw absolves a *person* discharging waste from complying with any regional, provincial or federal enactment.
76. Any *person* discharging any *sewage*, substance or matter regulated or prohibited by this bylaw to the *sanitary sewerage system*, may be disconnected from the *sanitary sewerage system* and the service stopped up or capped by the *District*. The *owner* shall pay the *actual cost* to disconnect the *service connection* and any charges levied by other authorities.

Inspection and Monitoring

77. Every *owner* of *real property* and every occupier of premises to which a *service connection* has been installed must allow, suffer and permit the *District* and all associated inspection equipment, to enter into or upon the *real property* and premises for the purpose of inspecting the premises including *building sanitary sewer*, *drains*, fixtures and any other apparatus used with the *service connection* or plumbing system, as well as to observe, measure, sample and test the quantity and nature of *sewage* being discharged into the *sanitary sewerage system*, to ascertain whether the terms of this bylaw are being complied with.
78. The *building inspector* shall have the right of entry into any building or premises for the purposes of determining the number and factual existence of *dwelling units* in the building or premises.
79. The *District* may require that a *person* who is discharging any non-domestic waste into the *sanitary sewerage system*, either directly or indirectly, must at the *person's own*

expense install and maintain, at a location determined by the *District*, a control manhole suitable for the inspection, measuring and sampling of the non-domestic waste. If the *District* determines that one or more existing manholes are suitable for the purpose of inspecting, measuring and sampling, the *District may* designate one or more of such manholes as control manholes.

80. The *owner of real property* where a control manhole has been installed must ensure that the manhole is accessible and is maintained in good condition at all times.
81. The *District* may require that a *person* who is discharging any material or substance into the *sanitary sewerage system* undertake at that *person's* expense measuring, sampling and analysis of the material or substance discharged, and that the data be submitted to the *District*. Failure to provide data is an offence under this bylaw.
82. All measuring, sampling and analysis required by the *District* must be carried out in accordance with *standard methods* and procedures specified by the *District*.
83. Samples which have been collected as the result of a requirement of the *District* pursuant to Section 81 herein must be analyzed by a qualified, independent agency, unless other prior arrangements have been authorized in writing by the *District*.
84. If there is no control manhole on the *parcel*, the point of discharge into the *sanitary sewerage system*, for the purposes of enforcing this bylaw, will be designated by the *District* as that location where access to the discharge for the purpose of measuring, observing or sampling is possible.
85. No *person* other than an authorized person from the *District* shall remove or tamper with the *sanitary sewer system*.

Accidental Discharge / Spill Reporting

86. *Persons* shall notify the *District* and appropriate government agencies immediately of any sludge loading, accidental discharges or any other discharges or highway spills of wastes in violation of this bylaw to enable countermeasures to be taken by the *District* and other agencies to minimize damage to the *sanitary sewerage system*, wastewater treatment system and/or the receiving waters. The *persons* shall identify the type of chemical, volume of spill, location, time, date of occurrence, and the countermeasures taken to control the spill. Where the *person* does not take immediate action to provide appropriate countermeasures, the *District* may take appropriate action to minimize damage to the *sanitary sewerage system*. All costs incurred by the *District* in mitigating damage shall be paid by the *persons* instigating the discharge or spill.
87. This notification shall be followed, within five (5) calendar days of the date of the occurrence, by a detailed written statement to the *District* from the *owner* describing the causes of the discharge and the measures being taken to prevent another occurrence.
88. Such notification will not relieve *owners* of liability for any direct or consequential expense, loss or damage to the *sanitary sewerage system*, or for any fines and/or penalties imposed by this bylaw or any other agency.

PART 6 – USER CHARGES

User Charges

89. The charges enumerated in Schedule "B" are hereby imposed and levied by the *District* to every *owner* of *real property* which is directly or indirectly served by the *District's sanitary sewerage system*. Every *owner* of *real property* which is directly or indirectly served by the *District's sanitary sewerage service* must pay an appropriate *user charge* as determined by the *District*.
90. Each *parcel* of land or premises to which a *service connection* has been made shall be classified by the *Collector* in accordance with the categories set out in Schedule "B" to this bylaw. Any *parcel* of land which contains more than one of the categories enumerated in Schedule "B" shall be classified in respect to each such category contained within the *parcel*.
91. The *user charge* levied pursuant to this bylaw in no way legalizes the use for which it is being charged, which may or may not be in contravention of other *District* bylaws. In charging the *user charge*, no determination of compliance with other *District* bylaws has been made and should the use of land and premises contravene any of the bylaws now or in the future, the *District* reserves the right to enforce those bylaws in accordance with their conditions.

Timing of Payment

92. All *user charges* levied pursuant to Section 89 must be paid at the *District* office on or before the day stipulated as the due date for payment and if remaining unpaid after December 31 shall be entered on the tax roll, as taxes in arrears.
93. If a change is made in the size, use or type of building or structure classified by the *collector* pursuant to Section 90, the *Collector* shall reclassify the building, structure, or land and alter the charges accordingly, and, if the change shall occasion a higher charge to be payable, the charges shall be payable by the *owner* forthwith from the date of change. If the change shall occasion a lesser charge to be payable, a refund shall be made of the differences from the date of change if the higher charge has already been paid for that year.
94. Where a pro-rated *user charge* for the use of the *sanitary sewerage system* is levied pursuant to Section 93, the charge must be paid within thirty (30) days of billing.
96. Where any building or premises connected to the *sanitary sewerage system* is removed from its site or is destroyed or is damaged to the extent that it can no longer be put to any legally permitted use, the *collector* may, upon application of the *owner* and upon receipt of proof and being satisfied as to the removal, destruction or damage and that the premises can no longer be put to any legally permitted use, allow a rebate of the *user charge* imposed pursuant to this bylaw proportionate to that portion of the current year unexpired at the date of the application, and will cause the rebate to be entered upon the current year's sewer rates roll, provided that the *Collector* applies the rebate first against any arrears of charges owing by the *owner* under this bylaw in respect of that property.
96. An *owner* wishing to have premises discontinued temporarily for a period not exceeding twelve months, shall have the charges suspended for the period coinciding with the water

shut-off and the corresponding water charges suspension. The *Collector* shall reinstate the charges following the expiry of the temporary shut-off or twelve months after the date it was suspended, whichever occurs first. The *owner* shall pay all applicable fees in accordance with the bylaws of the *District*.

Failure to Pay *User Charges*

97. The *user charge* levied by the *District* will form a charge on the lands and improvements to or upon which the *service connection* is provided, and if unpaid on the due date will be deemed to be taxes in arrears on the *parcel* concerned, and will be dealt with in the same manner as ordinary *District* taxes upon land in accordance with the applicable provisions of the Community Charter.

PART 7 – OFFENCES AND PENALTIES

98. No *person* shall supply false information or make inaccurate or untrue statements in a document or information required to be supplied to the *District* pursuant to this Bylaw.

99. No *person* shall maliciously, willfully or negligently break damage, destroy, uncover, deface, mar, or tamper with any *sewer, building sanitary sewer, or any part of the sanitary sewerage system*.

100. Any *person* who contravenes any provision of this bylaw is liable to the *District* for and must indemnify the *District* 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 *District* may have under this bylaw or otherwise at law.

101. 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).

102. Where there is an offence that continues for more than one day, separate fines may be issued for each day or part thereof in respect of which the offence occurs or continues.

103. The *District* may enforce compliance with the stipulations within this bylaw or non-payment of fines by shutting off the provision of *sewer* services being supplied to the user or discontinuing the service thereof.

104. Nothing in this bylaw limits the *District* from utilizing any other remedy that is otherwise available to the *District* at law.

105. Any charges pursuant to this bylaw placed on the assessment roll of a *parcel* and remaining unpaid after the 31st day of December in any year shall be deemed to be taxes in arrears in respect of the *parcel* and will be recoverable by the *District* as such.

PART 8- SEVERABILITY

106. Each provision of this bylaw is severable from each other provision, and, if any provision is determined to be void or unenforceable in whole or in part, this determination shall

not be deemed to affect or impair the validity of any other provision, unless a Court otherwise determines.

PART 9 – ADMINISTRATION

107. This bylaw repeals Sewage Disposal Bylaw 103, 1958 and all amendments thereto; Sanitary Sewer Rate & Connection Regulations Bylaw No. 623, 1993 and all amendments thereto; Sewer Agreement Bylaw 789, 1998 and all amendments thereto.

108. This bylaw comes into effect on the date of its adoption.

READ A FIRST TIME on this 28th day of **June, 2011.**

READ A SECOND TIME on this 9th day of **August, 2011.**

READ A THIRD TIME on this 9th day of **August, 2011.**

ADOPTED THIS 16th day of **August** , 2011.

Eric Russcher
Mayor

Andrew Yeates
CAO

CERTIFIED A TRUE AND CORRECT COPY of the District of Ucluelet Sewer Regulation & Charges Bylaw No. 1135, 2011.

Andrew Yeates
CAO

DISTRICT OF UCLUELET SEWER REGULATION AND CHARGES BYLAW NO. 1135, 2011"
SCHEDULE "A"

SEWER EXTENSION/FRONT-END COSTS

1. When an *applicant* wishes to front-end the costs to provide a *sewer extension*, the *applicant* shall execute a servicing agreement with the *District*, indicating the description and the location of the *sewer extension*, and agreeing to the terms and conditions in the servicing agreement.
2. No provision of this Schedule shall be deemed to exempt any land from payment of taxes, charges or fees imposed by any bylaw of the *District*.
3. If the *District* has *front-ended* the cost of the additional *service connection*, the *connection charge* shall equal the *actual cost* plus 10%, plus a financing charge calculated at a rate of 8% per annum which shall be added on annually on each anniversary of the installation date, until the sum is paid, or for a maximum period of five years, whichever event occurs first, after which no further financing charge shall be added.
4. Where, for the *sanitary sewerage service*, a *local service tax* or *latecomer charge* is established under a separate bylaw or agreement, that charge shall take precedent over the aforementioned *connection charges*.
5. The *Superintendent of Public Works* and Clerk are authorized to execute a servicing agreement containing the above general conditions.

**"DISTRICT OF UCLUELET SEWER REGULATION
AND CHARGES BYLAW NO. 1135, 2011"
SCHEDULE "B"
SEWER RATES AND FEES**

Schedule B.-Flat Rates

	01-Sep-11	01-Sep-11	01-Jan-12	01-Jan-12	01-Jan-12
	Trimester	Monthly	Annual	Trimester	Monthly
Dwellings, per unit (single family, duplex unit, apartment, suites, Guesthouses, etc.)	108.00	27.00	240.00	80.00	20.00
Mobile Home Park, per pad	108.00	27.00	240.00	80.00	20.00
Schools	108.00	27.00	240.00	80.00	20.00
plus, per classroom	108.00	27.00	240.00	80.00	20.00
Bed & Breakfast, Boarding, Lodging, Rooming Houses,	108.00	27.00	240.00	80.00	20.00
plus, per room	56.00	14.00	120.00	40.00	10.00
Hotels & Motels	108.00	27.00	240.00	80.00	20.00
plus, per room for let	56.00	14.00	120.00	40.00	10.00
Restaurants, Cafes, Dining Rooms, Lounges, Beer Parlours, Pubs	380.00	95.00	816.00	272.00	68.00
plus, per square foot gross area	.0552	.0138	.1176	.0392	.0098
Churches	110.00	27.00	240.00	80.00	20.00
Clubs, Recreation and Public Halls	196.00	49.00	420.00	140.00	35.00
plus, per square foot gross area	.0552	.0138	.1176	.0392	.0098
Home Occupations - Hairdressers, Salon/Spa/Beauty Services, Health Services, Daycares, Catering/Food and/or Food Preparation Services, and other like classifications <i>in addition to flat rate for residential</i>	40.00	10.00	84.00	28.00	7.00
Continued next page.					

Retail Establishments, Banks, Offices and Others not classified herein	128.00	32.00	276.00	92.00	23.00
plus, per square foot gross area	.0552	.0138	.1176	.0392	.0098
Garages & Service Stations	144.00	36.00	312.00	104.00	26.00
Laundromats	128.00	32.00	276.00	92.00	23.00
plus, per washing machine	40.00	10.00	84.00	28.00	7.00
Campgrounds, per site	16.00	4.00	36.00	12.00	3.00
Sani-Stations	156.00	39.00	336.00	112.00	28.00

* Except where specified, all rates apply whether occupied or not, whether operating or not.

METERED SEWER RATES

Metered sewer rates apply whenever the consumption of water to a connected user is measured and billed by the readings of a water meter.

Volume of waste water is deemed to be 75% of metered water consumption for the period being billed.

Effective Date	01-Sep-11	01-Jan-12
Minimum Monthly Rate	\$14.15	\$10.10
Sewage volume allotment per month	15 cu/m.	15 cu/m.
The rate charged is applied per cubic meter of waste water after the allotment has been reached	\$.9437	\$.6736

CONNECTION FEES:

4 inch pipe or less \$750.00

6 inch pipe \$900.00

Over 6 inch pipe \$ all costs associated with cutting pavement, sidewalks, repairs, plus 10%.

Disconnection Fee - Actual Cost - including pavement/sidewalk repairs plus 10%

Tipping Fee for Trucked Waste **\$82.50** per occasion

Inspection Fees: **\$75.00** per inspection

1. When a building containing multiple units is being supplied metered service through a common connection line, if each unit has its own certificate of indefeasible title, the minimum usage charge will apply to each unit. Should the building be under one title, only one minimum usage charge will apply.
2. In the event of a faulty meter or undetected leaks, sewage consumption billing will be calculated on the estimated water consumption per the provisions of the Waterworks Regulation and Charges Bylaw considered together with any current amendments to that bylaw.
3. Metered water for a dedicated fire service is not subject to sewage charges unless the user is drawing water from the fire service connections for purposes other than firefighting. In such a case the sewage will be calculated per the charges laid out in this bylaw for metered water consumption. The charges will date to the first evidence of such use.