

DISTRICT OF UCLUELET

BYLAW No. 1136, 2011

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

.....

**WHEREAS** pursuant to its powers under the Community Charter, the District of Ucluelet has established a self-liquidating utility for *water* distribution to supply *water* to the inhabitants of the *District* and adjacent localities, primarily for the purposes identified within the Bylaw;

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

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

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

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

**NOW THEREFORE** the *District Council* of the District of Ucluelet, in open meeting assembled, ENACTS AS FOLLOWS:

**PART 1 - CITATION**

1. This bylaw shall be cited for all purposes as "District of Ucluelet Waterworks Regulation and Charges Bylaw, No. 1136, 2011."

**PART 2 - DEFINITIONS**

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

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

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

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

"APPLICANT" means an *owner* making application in writing for a *water service connection* or extension of *water service* and from whom the *District* may expect to receive revenue on a continuing basis for this *service* at the current *rates* as established by this Bylaw.

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

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

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

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

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

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

"CONNECTION CHARGE" means the amount due and owing to the *District* for the installation and construction of a *service connection* as set out in Schedule "D" to the Bylaw, including any *latecomer agreements*.

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

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

combination of such culinary facilities and includes the arrangement of service lines which provide the energy source being used or intended to be used to service such facilities.

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

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

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

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

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

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

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

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

"**FIRE SERVICE**" means any installation which may be provided to supply *water* for firefighting purposes only.

"**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*.

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

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

"**INDEPENDENT MOBILE HOME**" means a mobile home equipped with a water closet and a bath tub or shower, waste from both of which may be disposed directly into a sewer through a drain connection.

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

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

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

"LOCAL SERVICE TAX" means a tax imposed under Section 216 (local services taxes) of the Community Charter, S.B.C. 2003.

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

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

"MOBILE HOME" means a structure manufactured as a unit designed to be transported on its own wheels or by other means, and arriving at the site ready for occupancy apart from incidental operations and connections.

"MOBILE HOME PARK" means any parcel of land, upon which two or more mobile homes, occupied for dwelling purposes, are located, including all buildings, structures or accessories used or intended to be used as equipment for such mobile home park, but shall not include vehicle sales or other lands on which mobile homes are manufactured or placed solely for the purposes of storage or inspection and sale.

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

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

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

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

"PARCEL" means any lot, block, or other area in which *real property* is held or into which *real property* is subdivided.

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

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

"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.

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

"SERVICE CONNECTION" means the connecting pipe and appurtenances between any *water* main and the property line of the premises served and shall include the necessary *District* valves and meters.

"SERVICE CONNECTION (TEMPORARY)" means the connecting pipe between a municipal *water* main and the property line of premises which do not front upon the *water* main from which *service* is provided and shall include the necessary *District* valves and meters.

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

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

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

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

"WATERWORKS" or "WORKS" means the *waterworks system* of the *District of Ucluelet*.

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

### **PART 3 - GENERAL PROVISIONS**

3. *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, *rates* and fees.
4. 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.
5. The Schedules annexed hereto shall be deemed to be an integral part of this bylaw.

#### **Applicability of Bylaw**

6. This bylaw shall have reference and apply to the *waterworks system* owned and operated by the *District*.

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

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

#### **Supply of *Water* throughout the *District***

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

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

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

#### **Purpose of the *Water Service***

11. The *water* supplied by the *District* is for *normal use* and *fire service*. Subject to the availability of *water* in excess of *normal use* and *fire service*, *water* may also be used for other less essential, aesthetic-enhancing purposes such as lawn and *garden irrigation*, car washing and other cleaning processes.



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

12. The *District* shall not be liable for the failure of the *water* supply in consequence of any accident or damage to the *Works*, or for excessive pressure or lack of pressure, or any temporary stoppage on account of alterations or repairs, whether the failure arises from the negligence of any *person* in the employ of the *District* or any other *person* or through natural deterioration or obsolescence of the *District's* system, or otherwise.

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

13. The *District* does not guarantee pressure or continuous supply of *water*, nor does it accept responsibility at any time for the maintenance of pressure either on its lines or for increases or decreases in pressure. The *District* reserves the right at any and all times, without notice, to change operating conditions of a *service* or *service connection* for the purposes of making repairs, extensions, alterations or improvements, or for any other reason, and to increase or reduce pressure at any time. Neither the *District* its officers, employees or *agents* shall incur any liability of any kind whatsoever by reason of the cessation in whole or in part of *water* pressure or *water* supply, or changes in operating pressures, or by reason of the *water* containing sediments, deposits, or other foreign matter.
14. *Consumers* depending on a continuous and uninterrupted supply of *water* or having processes or equipment that require particularly clear or pure *water* shall provide on the *parcel* and at their cost, such emergency storage, over-size piping, pumps, tanks, filters, means of *water* treatment, pressure regulators, check valves, additional service pipes, or other means for a continuous and adequate supply of *water* suitable to their requirements.
15. Where steam or hot *water* boilers or other equipment is fed with *water* by pressure direct from the *District water* mains the *District* shall not be liable for any injury or damage which may result from such pressure or from lack of such pressure.

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

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

16. No work of any kind connected with the *service connection*, either for the laying of new, or repairing of existing *service connections* shall be permitted within road rights-of-way or statutory rights-of-way by any *person* other than an employee or *agent* of the *District* and no *person* shall make any connection to the *waterworks system* whatsoever without permission in writing from the *District of Ucluelet*.

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

17. No *person* shall in any manner interfere with the *service connection* or make any addition or alteration in or about or turn on or off any *District curb stop* valve or meter without permission in writing from the *District of Ucluelet*.

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

18. No *person*, except an employee of the *District* in the course of his or her employment, shall without written authority of the *District*, open any hydrant, standpipe or valve

or use *water* there from. Such authority when granted by the *District* shall be limited to a period not exceeding three (3) months and shall reserve the right to the *District* to stop the use at any time for any reason without liability for damages resulting there from in any manner whatsoever.

19. Every *person* who receives authority from the *District* to open any hydrant, standpipe or valve and take *water* from it shall pay the permit fee plus the *water* usage fees as set out in Schedule "C-1" to this bylaw.

### ***Temporary Service Connection***

20. When there is no *water* main abutting the *parcel*, a *temporary water service connection* may be approved by the *District* from the nearest *waterworks system*. The applicant shall be responsible for the installation and maintenance of the *temporary service connection* in accordance with Section 22. The *temporary service connection* is to conform to the conditions listed in Section 22. Where an *owner* requires the installation of a *water service* across or through another *parcel* the *owner* shall be responsible for all costs associated with obtaining and registering an easement. The *owner* shall provide to the *District* documentation of the easement with the application for *temporary water service*.
21. All applications for the installation of a *temporary service connection* shall be made at the *District* of Ucluelet office by the *owner*, who shall at the time of making the application, execute an agreement with the *District*, which application and agreement shall be in the form required by the *District*. A restrictive covenant in a form acceptable to the *District* will be required to be registered against the *parcel*.
22. Every *temporary service connection* provided in the *District* shall be of such size, type, length and capacity as may be prescribed by the *District*, who shall determine the location of the main to which the *service* shall be connected, provided, however, that the *District* may refuse a *temporary* connection if such a connection would have a detrimental effect on the *waterworks system*. All *temporary service connections* shall be provided subject to the following conditions:
  - (a) Each connection shall serve one *parcel of land* only.
  - (b) Each *applicant* shall pay the *connection charge* as set out in Schedule "D" to this bylaw and the *District* will provide a connection to the main within the boundaries of the road allowance, lane or easement where the main is laid.
  - (c) Each *applicant* shall provide, construct and maintain at the *owner's* expense the pipe from the point of connection to the municipal main, complete to the premises for which the connection is provided. Where the pipe is to be laid within any road or lane allowance or *District* right-of-way or easement, the *applicant* shall conform to the applicable bylaws of the *District*. Where the pipe is to be laid through lands not owned by the *applicant*, an easement to accommodate the pipe shall be obtained by the *applicant* prior to any connection being provided by the *District*.
  - (d) Each *applicant* shall be responsible for the maintenance and upkeep of the pipe from the point of connection to the municipal main, complete to the premises for which the connection is provided.



- (e) Every connection shall be deemed to be *temporary* and the *District* may discontinue *service* in any of the following circumstances:
- (i) When application is made by any other *person* or *persons* for extension of a *water* main along the street, lane or road allowance which will provide service to the *parcel*,
  - (ii) When the *District* decides to proceed with the construction of a *water* main on the street, lane or road allowance which will provide service to the *parcel*,
  - (iii) If the *applicant* fails to properly maintain the pipe from the point of connection to the municipal main, complete to the premises for which the connection is provided,
  - (iv) If the *applicant* contravenes any of the provisions of this bylaw.
- (f) Where any *temporary service connection* is discontinued pursuant to (i) or (ii) of sub-section (e) of this Section 22 and the *parcel* served thereby are to be subsequently connected to a *water* main which has been constructed by the *District* to serve the *parcel*, the *owner* shall pay the *connection charge* incurred in providing an appropriate connection plus the *actual costs* of connecting and disconnecting the *temporary* connection. In these circumstances *service* to the *parcel* by means of the *temporary service connection* shall be continued until the connection to the new main has been provided.
- (g) Each *applicant* shall register a restrictive covenant on title to the land to include conditions (a) to (f) of this Section 22.
- (h) Each *applicant* shall pay all costs associated with the *temporary service connection* including those *connection charges* prescribed in Schedule "D", and all other *rates*, fees and charges.

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

23. All applications for the installation of *service connections* shall be made at the *District* office by the *owner(s)* who shall at the time of making the application, execute an agreement with the *District*. The application and agreement shall be in the form prescribed in the "Application for Service Connection".
24. When an application for a *service connection* accompanies a building permit with a construction value greater than \$100,000, or where a *parcel* is being redeveloped, and the connection is 30 years old or older; a replacement or new *service* is required. All costs associated with the requirements of the application(s), as determined by the *District*, shall be the responsibility of the *owner*.

### **Statement of Use**

25. Each application for the installation of a *service connection*, *temporary* or otherwise, shall give a full, true and correct statement on the form (provided by the *District*) prescribed for the purpose, of the size and description of the *applicant's parcel*, the use for which the *service* is required, and all other information which may be necessary to form a correct estimate of the volume of *water* required and the *rates* to be charged

for *water* supplied to the *parcel*. If the statement given is not correct, and any additional *rate* shall be chargeable by reason of the statement being incorrect, the additional *rate* shall be payable by the *owner* forthwith. An *applicant* shall be personally responsible for the payment of all *rates*, fees and charges until the *applicant* shall have delivered to the *District* a signed notice in writing in the manner prescribed by this Bylaw, ordering discontinuance of the *service*.

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

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

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

### **Discontinuance of *Water Service***

27. It shall be lawful for the *District* to reduce the quantity of *water* supplied to, or to entirely discontinue the *service* to any *consumer* who has violated any of the provisions of this Bylaw, or when, in the opinion of the *Council*, the public interest requires such action.
28. Any *consumer* wishing to have the *water service* discontinued either temporarily (not greater than a twelve-month period from the delivery of notice) or permanently, shall deliver a written notice to the *District* and pay the fees set out in Schedule "D-1" to this Bylaw. In the case of permanent termination, the *consumer* shall give the *District* not less than five (5) working days notice of the discontinuance of the *service*. The notice shall be provided in writing and shall be delivered together with the fee for turning off the *service* to the *Director of Finance*. The burden of proof of delivery of the notice shall be upon the *consumer*. Every *consumer* shall be liable for the full amount of *rates* chargeable for the *service* for five (5) days after the notice has been delivered to or received at the *District* office. If no notice is provided, the *rates* shall be charged until a notice is given and the *water* turned off.
29. When a flat rate *water service* is discontinued upon request by a *consumer* in the manner described in Section 28, the *Director of Finance* shall allow a rebate of the flat *rate* proportionate to the remaining portion of the current billing period, and shall cause the rebate to be entered upon the current year's *water rates* roll, provided that the *Director of Finance* shall apply the rebate first against arrears of charges owing by the *owner* under this Bylaw.
30. Prior to starting any demolition work the holder of a demolition permit shall apply for and pay the fees set out in Schedule "C-1" to this Bylaw, to temporarily or permanently discontinue the *water service connection*. Failure to make application shall be subject to the fines prescribed in this Bylaw.

### **Reconnection of *Service Connection***

31. When any *service* has been discontinued from any *parcel* for non-payment of *rates* or violation of any of the provisions of this Bylaw, the *District* may, before reconnection is made to the *parcel*, require payment of the fees set out in Schedule "C-1" to this Bylaw and all *service* charges owing by the *owner* under this Bylaw as well as the monthly flat *rate* prescribed in Schedule "A", if applicable. The *Director of Finance* shall allow a

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

32. When any *service* has been discontinued from any *parcel* for reasons not requiring a plumbing permit, at the request of the *consumer*, the *District* may, before reconnection is made to the *parcel*, require payment of the fees set out in Schedule "D-1" to this Bylaw and all service charges owing by the *owner* under this Bylaw as well as the annual flat rate service fee prescribed in Schedule "B". The *Director of Finance* shall allow a rebate of the fee proportion to the remaining portion of the current year expired at the date of the application for reconnection. The *Director of Finance* shall cause the flat *rate* or part thereof, together with *service* charges, to be entered in the current year's *water rates* roll.
33. No *person* shall turn on any *service* which has been turned off by the *District*, and should any *service* be turned on by any *person* other than an employee of the *District*, fines, as prescribed in this Bylaw shall apply. Further, the *service* shall be deemed to have been continued from the date it was turned off and the *owner* shall be liable accordingly for payment of the user *rates* from that date. Any resulting damage from the *service* being turned on shall be the responsibility of the *owner*.

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

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

34. No *person* shall destroy, or damage in any manner any hydrant, standpipe, meter, valve or other fixture or any property of the *works*.
35. No *person* shall obstruct, at any time, or in any manner, the access to any hydrant, standpipe, valve, meter or other fixture connected with the *waterworks system*, by placing thereon or in the vicinity thereof, any lumber, timber, wood, brick, stone, gravel, sand or other material or thing. The *District* or any employee or agent of the *District* may remove the obstruction and the expense of the removal shall be charged to and paid by the offending *person* in addition to any other penalty imposed by this Bylaw.
36. No *person* shall bury, cover or obstruct the *water* shut off and/or meter to a *parcel*. The *District* will take reasonable efforts to locate a shut-off and/or meter. The *District* may remove the obstruction and the costs associated with the removal and reinstatement of the *water* shut off and meter shall be charged to and paid by the *owner*.

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

37. No *person* being an *owner*, occupant, tenant, or inmate of any premises supplied with *water* by the *District*, shall sell or dispose of any *water* or permit *water* to be carried or taken away, or used, or apply it for the benefit or use of others or to any other than the *person's* own use and benefit without prior written approval of the *District*.

## Maintenance of Private Water Service

38. It shall be the duty of every *consumer* to ensure that all taps, fittings and appurtenants connected with the *service* within the existing parcel *of land* are good and sufficient and installed and connected in accordance with the requirements the *District*. The *District* or any agent or employee of the *District* shall refuse to turn on the *water* to any existing premises and may discontinue *service* to any existing premises should the provisions not be complied with to the satisfaction of the *District*. All *persons* shall maintain in good order and repair the *service* pipes, valves, meters, and meter boxes, plumbing and other fixtures located on the *parcel*.
39. Every *consumer* shall provide for each *service connection* to the *consumer's parcel of land* a strainer and a pressure-reducing valve upon the request of the *District*.

## Right of Inspection

40. Every *person* to whom *water* is supplied under this Bylaw shall at all reasonable times allow, suffer and permit the *District* or agent or employee to enter into and upon the premises in respect of which *water* is supplied, for the purpose of inspecting the *water* pipes, connections, fixtures, taps, meters and any other apparatus used in connection with the *water* supply.

## Wastage of Water

41. Any *consumer* deliberately wasting *water* shall be guilty of a violation of this Bylaw.
42. If any *consumer* on a flat *rate service* allows *water* to run to waste, whether wilfully or by permitting pipes, taps, toilets or other fixtures and means of distributing or storing *water* to remain in disrepair, or by any device or for any change in the use of the premises, increases the amount of *water* consumption or expedites the rate of *water* usage, the *person* shall be guilty of a breach of this Bylaw. In addition to the penalty provided for in this Bylaw, it shall be lawful for the *District* to require that, as a condition of further and future *service*, a meter be installed on the *service connection* at the expense of the *Owner* and the *rates* payable by the *consumer* from the date on which the meter is installed shall be in accordance with Schedule "B" to this Bylaw.
43. If any pipes, connections, fixtures, taps, meters or other fixtures used in connection with the supply of *water* to premises are found to be leaking or defective, or if any wastage of *water* is found to exist, notice in writing shall be given by the *District* requiring the *person* owning or using the premises, to remedy the defects or leaks or to stop the wastage. If the requirements are not fulfilled within seventy-two (72) hours from serving the notice, the *water* supply to the premises may be shut off and the *person* owning or using the premises shall be guilty of a breach of this Bylaw.

## Water Usage for Building Purposes

44. No contractor, builder or other *person* shall use for building purposes of any kind or description any *water* from any pipe or main of the *waterworks*, or from any other *consumer*, without written permission from the *District* and not until the amount fixed by the *rates* in force at the time has been paid and all provisions made for the proper protection of the supply pipe have been complied with. In addition, the

*District* must first be satisfied that adequate provision has been made to control a *cross connection* to the *District water* system.

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

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

45. No *person* shall allow water, waste water, or any harmful liquid or substance, to enter any part of the *waterworks system*, including any *water service* or any fire hydrant or standpipe.
46. No *person* shall connect, cause to be connected, or allow to remain connected, any piping fixture, fitting, container, appliance or *cross connection* that could cause or allow drinking water quality, the *service*, or a private service to become contaminated, degraded or polluted in any way.

## **PART 9 – WATER METERS**

### **Water Meter Requirements**

47. *Water* meters shall be installed on all *water services* where:
  - (a) a new *service connection* is made to an existing or new building or premises; or
  - (b) the *service connection* is *temporary*.
48. The *Council* may, whenever it shall deem it advisable, compel the use of *water* meters by any *person* using or consuming *water* supplied by the *District* and may refuse to supply *water* to any premises unless the *person* requiring the *water* shall first enter into an agreement to take, use and pay for the *water* according to the terms and conditions outlined in Schedule "B" to this Bylaw.
49. The *District* shall have the right at any time to install a *water* meter in any existing premises at the expense of the *owner* and to substitute in lieu of a flat *rate* (whether already paid or not) a meter *rate* according to Schedule "B" to this Bylaw.

### **Installation of *Water* Meters**

50. Meters shall be installed on all *water services* in a manner and of such make and design as is prescribed by the *District* from time to time.
51. The cost of supplying and installing a meter, meter box, fittings and all appurtenances shall be borne by the *consumer*.
52. The *District* shall have the right to enter into the premises and onto the *real property* to inspect and maintain the *water* meter, fixtures and appurtenances at any reasonable time.

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

53. Every *consumer* having a *metered service* shall pay for the full amount of *water* as registered by the meter, according to the *rate* applicable to the *service*.

54. When the *District* imposes a meter on the *water* connection, the *Director of Finance* shall adjust the *water rates* roll accordingly and a credit shall be allowed to the *consumer* on the meter *rate* account for the balance of the flat *rate* proportionate to the unexpired portion of the year covered by the flat *rate* payment. The balance of the meter *rate* shall be payable from the time the meter is installed whether during any period already paid for by the flat *rate* or not.
55. If a meter sticks or fails to indicate correctly the quantity of *water* which is passing or which has passed through it, or if the meter cannot be accessed, the *District* shall be entitled to charge for the *water* according to the average consumption for the twelve (12) months immediately preceding the date upon which the meter was last known to be in order, or based on consumption measured by the new or repaired meter for four (4) months, whichever is higher.

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

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

### **Testing of Water Meters**

59. When any *consumer* notifies the *District*, in writing, that an account for *service* for any past time is excessive the *District* shall arrange to have the meter tested at the *consumer's* expense.
60. Before making a test outlined in Section 59, the *consumer* requesting the test shall pay the fee in accordance with Schedule "C-1".

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

61. The *District* will consider refunds, adjustments and/or meter repair or replacement only when the meter is registering at least a five percent (5%) inaccuracy, otherwise the meter is considered accurate.
62. If the test outlined in Section 59 shows an error in favour of the *consumer*, the meter testing fee shall be refunded to the *consumer*, the water meter will be replaced or repaired, and the *consumer's* account for *service* shall be adjusted accordingly.
63. If the test outlined in Section 59 shows an error in favour of the *District*, the meter testing fee shall be retained by the *District*.



## **PART 10 – FIRE SERVICE**

64. All *fire services* shall be installed so that *water* used or which could be used for other than fire purposes, shall be metered and all costs shall be borne by the *owner*. The meter shall be fire rated.
65. All meters used on *fire services* shall be of a make and design approved by the *District*.
66. For all new construction, where a *fire service water main* is required, a dedicated main for the sole purpose of fire fighting shall be provided by the *owner* with no connection to any domestic service.

### **Fire Service Connection Costs**

67. The cost of installing each *fire service* including the cost of the meters, *backflow preventer*, and all piping, valves and fittings as provided for in this Part of this Bylaw, shall be borne by the *owner* of the premises.

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

### **General Conditions**

68. *Water main extensions* at the expense of the *District* shall only be provided in accordance with the program adopted by *Council* in the current annual budget of the *waterworks system* utility and any other capital funds raised by the *District* and specifically appropriated by the *Council* for *waterworks* construction.
69. The cost of constructing each such extension shall be shared by the *District* and the *owners* of the *benefiting lands* in accordance with the provisions and subject to the limitations in this Bylaw.
70. *Water main extensions* for which the *District* bears any portion of cost shall only proceed provided the costs are:
  - (a) recoverable in part or whole from each of the existing as well as future parcels of land that will be served by the *water main extensions*; and
  - (b) within the limit of the funds allocated for these purposes within the budget of the *water* utility; and
  - (c) not excessive, as determined by the *Council*.

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

71. All applications for a *water main extension* shall be made in writing to the *District* by the *owner* or *owners* of the *parcel* to be served by the extension. The *District* shall, as soon as convenient, determine the practicality and feasibility of the extensions and communicate, in writing, its findings to the *applicant* along with the estimated costs payable by the *applicant*, where the work is determined feasible.

72. The cost payable by an *applicant* shall be the *actual cost* to extend the *waterworks* on a legally designated road-allowance or a right-of-way acceptable to the *District*, in accordance with the current *design and construction standards* adopted by the *District*. The *water main extension* shall commence from the most suitable existing *waterworks system* as determined by the *District* having sufficient surplus capacity and pressure to provide *water* to the *benefiting lands* on the extension, to a point opposite the farthest boundary of the last *parcel* to be served by the extension or to such other point where the *District*, in his or her discretion to be exercised reasonably, decides such extension should end. In addition, the costs of *service connection(s)* to each *parcel* of the applicant's property to be served by the extension and the costs of right-of-way acquisitions shall be added to the costs payable. Where rights-of-way are required for the construction of any portion of such extension, all the costs incurred in connection with the rights-of-way shall be added to and form part of the costs in providing such extension.
73. Subject to the provisions of Sections 75 and 76, the *applicant* wishing to front-end the costs and proceed with the extension of the *waterworks system* shall deposit to the *District* an amount equal to the *District's* estimate of the costs, prior to any construction being undertaken.
74. The *applicant* shall enter into a *water main extension* agreement as required by the *District*.

#### **Water Main Extensions Proposed for Construction by an Applicant**

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

#### **Refunds**

77. An *applicant* who wishes to front-end the costs may apply to the *District* for refunds.

#### **Upsizing of Water Mains**

78. Where any *water main extension* is to be undertaken pursuant to the provisions of this Bylaw and where the *District*, in its discretion, determines a main of greater capacity should be installed than is required to provide *service* to the lands for which an application for extension has been made, the proponent will upsize the *water main*, the *District* shall pay the cost of providing such excess capacity, provided however that the proposed extension does not create an excessive burden for the *District* and the funds required are available. This provision shall apply only to upsizing of a *water main* of larger than 200mm diameter for residential zones, and 250mm diameter for industrial, commercial and institutional zones.

## Recovery of *District's* Costs

79. Where the *District* has incurred capital costs in the expansion of the *waterworks system*, the *owner* of the *benefiting land*, shall pay the *local service tax* or *latecomer charges* prescribed under the applicable bylaw, contract or agreement.

## General Provisions

80. Notwithstanding the provisions of this Bylaw, the *District* shall not be obligated to construct any *water main extension*:
- (a) if the supply of *water* available for distribution within the *waterworks system*, or any part of it, is inadequate to meet the needs of the *consumers* already receiving *service*; or
  - (b) if the existing *waterworks system* from where the extension is to be made is of inadequate capacity to supply the additional *service* proposed.
81. No provisions of this Bylaw shall be deemed to or be held to limit or restrict in any way the *Council* from exercising full jurisdiction and control over the operation of the *water system*, and the fact that any extension may have been installed without cost to the *District*, shall not in any way exempt the *persons* receiving *service* from any regulation, *rates*, order or bylaw of the *District*, nor shall the payment of part or all of the construction costs by any *applicant* for *service* be construed as a guarantee by the *District* with respect to continuity or adequacy of *service*, or other conditions as outlined in Section 13.
82. No provisions of this Bylaw shall be deemed to or be held to exempt any *person* from payment of the *connection charges*, *user rates* or *frontage taxes* which may, from time to time, be imposed with respect to the *waterworks system* or any other bylaw of the *District*.
83. All the provisions of this Bylaw with respect to *water main extension* shall be applicable as appropriate, to the expansion of the *waterworks system*.

## PART 12 - RATES, FEES AND CHARGES

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

84. It shall be lawful for the *Council* from time to time to fix *water rates* to be paid by *consumers* of *water* for the *water* supplied from the *works*.
85. The *rates* which shall be payable in respect of existing flat *rate services* shall be in accordance with Schedule "A" to this Bylaw.
86. The *rates* which shall be payable in respect of *metered services* shall be in accordance with Schedule "B" to this Bylaw.
87. The *rates* types which shall be applicable in respect of designated uses shall be in accordance with Schedule "C" to this Bylaw.

88. The fees which shall be payable in respect of hydrant use, requests for turning off and on of *water services* and *water meter testing and removal* shall be in accordance with Schedule "C-1" to this Bylaw.
89. The fees which shall be payable in respect of all *service connections* shall be in accordance with Schedule "D" to this Bylaw.

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

90. The *rates, fees and charges* enumerated in Schedules "A", "B", "C-1", and "D" are hereby imposed and levied for *water* supplied or ready to be supplied by the *District* and for connections to the water mains of the *District*. All *rates, fees and charges* shall form a charge on the *parcels* of the respective *owners* using the *water* and may be recovered in the same manner and by the same means as overdue taxes.
91. No rebate, refund or credit whatsoever of any moneys paid or payable for *water service* shall be made except as provided in this Bylaw.
92. No prepayment for any *service* shall prevent the amount of any increase being charged to and collected from any *consumer*.
93. The *District* shall furnish to any *consumer* or ratepayer, on request, one copy of a statement showing the *rates, fees and charges* for the time being in force for each type of *service*.
94. For all new construction of strata buildings or premises to which a *service connection* is made during any year, the applicable user *rate* chargeable for that year according to Schedule "A" shall be one-half (1/2) of the full annual *rate* per dwelling unit. This charge will be applied at the building permit stage and will be non-refundable. The amount collected will be applied as a credit to the strata property's metered utility account.

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

### **Offences**

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

### **Penalties**

96. 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).

97. 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.
98. Any *person* who contravenes any provision of this Bylaw is liable to the *District* 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.
99. The *District* may enforce compliance with the stipulations within this Bylaw or non-payment of fines by shutting off the provision of *water services* being supplied to the user or discontinuing the service thereof.
100. Nothing in this Bylaw limits the *District* from utilizing any other remedy that is otherwise available to the *District* at law.

#### **PART 15 – SEVERABILITY**

101. 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 16 – ADMINISTRATION**

102. This bylaw hereby repeals "District of Ucluelet Waterworks and Water Rates Bylaw No. 660, 1995" and all amendments thereto.
103. This bylaw shall come into effect upon its adoption.

**READ A FIRST TIME** on the **28th** of **June 2011**.

**READ A SECOND TIME** on the **9<sup>th</sup>** day of **August, 2011**.

**READ A THIRD TIME** on the **9<sup>th</sup>** day of **August, 2011**.

**ADOPTED ON** the **16<sup>th</sup>** day of **August, 2011**.

-----  
Eric Russcher,  
Mayor

-----  
Andrew Yeates,  
CAO

**CERTIFIED CORRECT:** District of Ucluelet Waterworks Regulation and Charges Bylaw, No. 1136, 2011.

-----  
Andrew Yeates,  
CAO

**"DISTRICT OF UCLUELET WATERWORKS REGULATION  
AND CHARGES BYLAW NO. 1136, 2011"**

**SCHEDULE "A"**

**WATER RATES AND FEES**

**I. FLAT RATES\*\***

DESCRIPTION*	Trimester	Monthly	Annual	Trimester	Monthly
	Effective Date Sep 1/11	Sep 1/11	Jan 1 /12	Jan 1/12	Jan 1/12
Dwelling Unit, per unit (single family, duplex unit, apartment, suites, Guesthouses, etc.)	116.00	29.00	288.00	96.00	24.00
Mobile Home Park - per pad	116.00	29.00	288.00	96.00	24.00
Schools	116.00	29.00	288.00	96.00	24.00
plus, per classroom	116.00	29.00	288.00	96.00	24.00
Bed & Breakfast, Boarding, Lodging & Rooming Houses	116.00	29.00	288.00	96.00	24.00
plus, per room	60.00	15.00	144.00	48.00	12.00
Hotels & Motels	116.00	29.00	288.00	96.00	24.00
plus, per room for let	60.00	15.00	144.00	48.00	12.00
plus, pool charge	124.00	31.00	312.00	104.00	26.00
Restaurants, Cafes, Dining Room, Lounges, Beer Parlours, Pubs					
up to 60 seats	404.00	101.00	984.00	328.00	82.00
over 60 seats	484.00	121.00	1,176.00	392.00	98.00
Churches	116.00	29.00	288.00	96.00	24.00
Clubs	208.00	52.00	504.00	168.00	42.00

Continued next page



**Schedule I, Flat Rates cont.**

DESCRIPTION*	Trimester	Monthly	Annual	Trimester	Monthly
Effective date	Sep 1/11	Sep 1/11	Jan 1 /12	Jan 1/12	Jan 1/12
Home Occupations – Hairdressers, Salon/Spa/Beauty Services, Health Services, Daycares, Catering/Food and/or Food Preparation Services, and other like classifications	116.00	29.00	288.00	96.00	24.00
plus	40.00	10.00	96.00	32.00	8.00
Retail Establishments, Banks, Offices & Others not classified herein	136.00	34.00	336.00	112.00	28.00
plus, per square foot gross area	0.0432	0.0108	0.1056	0.0352	0.0088
Garage & Service Stations	156.00	39.00	384.00	128.00	32.00
Laundromats	136.00	34.00	336.00	112.00	28.00
plus, per washing machine	40.00	10.00	96.00	32.00	8.00

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

**"DISTRICT OF UCLUELET WATERWORKS REGULATION  
AND CHARGES BYLAW NO. 1136, 2011"  
SCHEDULE "B"  
WATER RATES AND FEES FOR METERS**

**II. METERED RATES**

	Minimum Monthly Rate*** Effective Date	Minimum Monthly Rate*** Effective Date	Water Volume Allotment**
	1 Sep/11	1 Jan/12	
Minimum for all meters	\$17.55	\$14.25	23 Cu. M.
** When monthly allotment is exceeded, additional charges per cubic meter will be	\$.7539	\$.6119	

Monthly rate for Fire Lines shall be \$15.00 per month.

\*\*\* For areas outside municipal boundaries, the above minimum monthly rates are multiplied by 1.4.

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. **Adjustment Due to Faulty Meter**  
Where a meter is found defective when read, and has not indicated correctly the volume of water which has passed through it, the provision of Section 55. of this Bylaw shall apply, and the rates billed for that period or month shall be computed accordingly.
  
3. **Undetected Leaks**  
Notwithstanding the provision of Sections 61 through 63 of this Bylaw, where an underground leak is discovered in a consumers waterworks system, and where the consumer could not reasonably have been expected to be aware of such a leak, the District shall be entitled to charge for such water a rate which does not exceed the average of the rates billed for the preceding twelve (12) months plus a rate of 50 cents per cubic meter for all water which, as recorded by the meter, has passed through the meter since the previous reading thereof, and which is in excess of the average consumption or use over the preceding twelve (12) months and provided that repairs of the consumer's waterworks system have been carried out to the Superintendent of Public Works' satisfaction within 96 hours of discover of the leak.

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

**"DISTRICT OF UCLUELET WATERWORKS REGULATION  
AND CHARGES BYLAW NO. 1136, 2011"  
SCHEDULE "C"  
USER RATE CATEGORIES**

<i>Apartment houses and multiple dwelling units (Existing) (except condominiums)</i>	Minimum flat rate or <i>metered service</i> (subject to minimum charge)
<i>Apartment houses and multiple dwelling units (New)</i>	By <i>metered service</i> only (subject to minimum charge)
<i>Motels and Mobile Home Parks (Existing)</i>	Minimum flat rate or <i>metered service</i> (subject to minimum charge)
<i>Motels and Mobile Home Parks (New)</i>	By <i>metered service</i> only (subject to minimum charge)
<i>Boarding houses (Existing)</i>	Flat rate or <i>metered service (subject to minimum charge)</i>
<i>Boarding houses (New)</i>	By <i>metered service</i> only (subject to minimum charge)
Churches (Existing)	Flat rate or <i>metered service</i> (subject to minimum charge)
Churches (New)	By <i>metered service</i> only (subject to minimum charge)
Combination - small <i>commercial premises (Existing)</i>	Minimum flat rate or <i>metered service</i> (subject to minimum charge)
Combination - small commercial premises (New)	By <i>metered service</i> only (subject to minimum charge)
<i>Commercial premises and industrial premises (Existing)</i>	By <i>metered service</i> only (subject to minimum charge)
<i>Commercial premises and industrial premises (New)</i>	Minimum flat rate or <i>metered service</i> (subject to minimum charge)
Condominiums (Existing)	By <i>metered service</i> only (subject to minimum charge)
Condominiums (New)	Minimum flat rate or <i>metered service</i> (subject to minimum charge)
<i>Hotel and lodging houses (Existing)</i>	By <i>metered service</i> only (subject to minimum charge)
<i>Hotel and lodging houses (New)</i>	Minimum flat rate or <i>metered service</i> (subject to minimum charge)
<i>Service connection (temporary)</i>	By <i>metered service</i> only
Other special uses	By <i>metered service</i> only

**"DISTRICT OF UCLUELET WATERWORKS REGULATION  
AND CHARGES BYLAW NO. 1136, 2011"  
SCHEDULE "C-1"  
SPECIAL FEES**

1. FOR USE OF DISTRICT'S HYDRANT FOR WATER SUPPLY

Fee for the initial application for a permit to use a <i>District</i> hydrant	\$ 75.00	
For further extension of the initial permit period	\$ 25.00	
For <i>Water</i> usage from hydrant (Plus <i>water</i> meter charges)	\$10.00	/day

2. FOR TURNING OFF AND TURNING ON OF *SERVICES*

Permanent turn off (Disconnection) (at water main) (Actual cost including all costs of pavement and sidewalk cut & repairs)		100% of <i>actual</i> <i>cost</i>
Temporary turn off (Disconnection) (at property line) (Actual cost including all costs of pavement and sidewalk cut & repairs)		100% of <i>actual</i> <i>cost</i>
Temporary turn off / on		
- during regular <i>District</i> working hours	\$25.00	
- outside regular <i>District</i> working hours	\$100.00	

3. FOR TESTING OF *WATER* METERS

For 16mm and 19mm (3/4") meter	\$110.00
For 25mm (1") meter	\$110.00
For 38 (1 1/2") meter	\$110.00
For 50 mm (2") meter	\$410.00
For 75 mm (3") meter	\$600.00
For 100 mm (4") meter	\$600.00
For 150 mm (6") meter	\$600.00
For meters over 150mm (6")	\$600.00

4. FOR REMOVAL OF *WATER* METER

For 19mm <i>water</i> meter		100% of <i>actual</i> <i>cost</i>
For meter larger than 19mm (Actual cost including all costs of pavement and sidewalk cut & repairs)		100% of <i>actual</i> <i>cost</i>

5. Non-Emergency Service Call, after hours \$200.00

**"DISTRICT OF UCLUELET WATERWORKS REGULATION  
AND CHARGES BYLAW NO. 1136, 2011"  
SCHEDULE "D"  
CONNECTION FEES**

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

- A. All new connections
  - 19mm (3/4") - 50mm (2") \$750.00 plus cost of meter, pavement and sidewalk cut repairs
  - Over 50mm (2") \$900.00 plus cost of meter, pavement and sidewalk cut repairs
- B. Existing connections
- C. Meter 19mm (3/4") diameter or smaller for single family and duplex residential construction where connection, meter box, and meter setter have been provided by developer or *consumer*.

**"DISTRICT OF UCLUELET WATERWORKS REGULATION  
AND CHARGES BYLAW NO. 1136, 2011"  
SCHEDULE "E"  
WATER MAIN EXTENSIONS  
BY AN *APPLICANT* WISHING TO FRONT-END ITS COSTS**

1. Where an *Applicant* wishes to front-end the costs to provide a *water main extension* the conditions in this Schedule shall apply.
2. The *Applicant* shall execute a *servicing agreement* with the *District*, indicating the description and the location of the *water main extension*, and agreeing to the terms and conditions in the *servicing agreement*.
3. No provision of this Schedule shall be deemed to exempt any *parcel* from payment of taxes, charges, *rates* or fee imposed by any bylaw of the District.
4. The *Superintendent of Public Works* and *District CAO* are authorized to execute the *servicing agreement*.