

BYLAW NO. 4429, 2015

Consolidated with amendments in Bylaw No. 4637, 2015; No. 4938, 2018;

NOTE: This is a consolidation for convenience purposes only and does not have the force of law.

A bylaw to provide for the establishment and use of a sewer and drainage works, and the levy of a frontage tax in connection therewith

WHEREAS:

- A. Council for the City of Coquitlam (“Council”) considers it desirable to establish and maintain a sewer system within the City;
- B. Council considers it desirable to establish and maintain a drainage system within the City;
- B. Council considers it necessary to charge an annual parcel tax to maintain the sewer and drainage systems; and
- C. Pursuant to the *Community Charter*, S.B.C. 2003, c. 26 (the “*Community Charter*”), Council may, by bylaw, regulate, prohibit and impose requirements in relation to municipal services,

NOW THEREFORE, the Council of the City of Coquitlam, in open meeting lawfully assembled, ENACTS AS FOLLOWS:

1. Name of Bylaw

This Bylaw may be cited for all purposes as the “Sewer and Drainage Bylaw No. 4429, 2015.”

2. Definitions

In this Bylaw, unless the context otherwise requires, the following words have the following meanings:

APPROVAL means the written approval of the *Engineer* for the *works and services* applied for by the *owner*, any may be in any form deemed acceptable by the *Engineer*;

CARRIAGE HOUSE means an accessory dwelling unit in a building on a lot that is detached from the principal building and is subordinate to the principal building in terms of size, scale and massing, yet it is attached to and located above a detached accessory off-street building or structure and has its own separate entrance directly from the exterior of the building or structure, which meets all applicable regulations contained within the City of Coquitlam Zoning Bylaw No. 3000, 1996;

CITY means the City of Coquitlam;

CONNECTION means:

- i. the physical connection between the *drainage service* and the *private drainage system*, or
- ii. the physical connection between the *sewer service* and the *private sewer system*;

COUNCIL means Council for the *City*;

CROSS CONNECTION means any actual or potential *connection* between any of the *sewer system, drainage system or water system*;

DRAINAGE means water, including without limitation *storm run-off*, but excluding *waste and sewage*; which is discharged into or otherwise enters the *drainage system*;

DRAINAGE SERVICE means the valves, pipes, meters, and all other devices comprising or relating to a *connection* between the *drainage system* and private property;

DRAINAGE SYSTEM includes all of the mains, pipes, valves, controls, devices, fittings, meters, catch basins, inlets, outlets, ditches, watercourses and all other items owned or controlled by the *City* or the Greater Vancouver Sewerage & Drainage District used for the collecting, impounding conveying and discharge of *drainage*;

ENGINEER means the General Manager of Engineering and Public Works or his or her designate;

ENVIRONMENTAL MANAGEMENT ACT means the *Environmental Management Act*, S.B.C. 2003, c. 53 and the regulations thereto, as amended or replaced from time to time;

FEES AND CHARGES BYLAW means the annual Fees and Charges Bylaw adopted by the *City*, as amended or replaced from time to time;

FLAT RATE means a fixed charge payable for the use of the *sewer system*, that does not vary with the volume of *sewage* discharged;

GARDEN COTTAGE means an accessory residential use in a single storey building on a lot that is detached from the principal building and is subordinate to the principal building in terms of size, scale and massing, which meets all applicable regulations contained within the City of Coquitlam Zoning Bylaw No. 3000, 1996;

GROUNDWATER means water originating from a subsurface source;

GVS&DD BYLAW means the “Greater Vancouver Sewerage & Drainage District Use Bylaw No. 299, 2007” enacted by the Greater Vancouver Sewerage and Drainage District pursuant to the *Environmental Management Act* and the *Greater Vancouver Sewerage and Drainage District Act*, as amended or replaced from time to time;

INSPECTION CHAMBER means a vertical pipe located at, or near the property line, at the connection between the *drainage service* and the *private drainage system*, or the *sewer service* and the *private sewer system*, and extends to the surface and includes a valve box approved by the City;

METERED SERVICE means a *sewer service* for which a *metered sewer rate* is applied;

METERED SEWER RATE means a charge that varies with the volume of water delivered to the property or, with the volume of discharge to the *sewer system*;

NEW SERVICE means the installation of a new *drainage service* or new *sewer service*, where one does not exist or where the existing service does not meet the size, location or elevation needs of the development;

OWNER means “owner” as defined in the *Community Charter*, and includes an agent authorized in writing by the owner to act on their behalf;

PARCEL has the same meaning as “parcel” as defined in the *Community Charter*;

PERMANENT CAP means a disconnection of the existing *drainage service* or *sewer service* at the main where the existing service is to be abandoned and a *new service* to the property provided;

PRIVATE DRAINAGE SYSTEM means:

- i. the valves, pipes, and other devices providing for the discharge of *drainage* between the *inspection chamber* and the buildings or other improvements located on private property regardless of whether the *inspection chamber* is located on private property or property owned by or vested in the City; or
- ii. if there is no *inspection chamber*, the valves, pipes and other devices providing for the discharge of *drainage* between the property line and the buildings or other improvements;

PRIVATE SEWER SYSTEM means:

- i. the valves, pipes, and other devices providing for the discharge of *sewage* between the *inspection chamber* and the buildings or other improvements located on private property regardless of whether the *inspection chamber* is located on private property or property owned by or vested in the *City*; or
- ii. if there is no *inspection chamber*, the valves, pipes and other devices providing for the discharge of *sewage* between the property line and the buildings or other improvements;

PROFESSIONAL ENGINEER means a person registered with the Association of Professional Engineers and Geoscientists of British Columbia;

PROHIBITED WASTE means “prohibited waste” as defined in the *GVS&DD Bylaw*;

RENEWAL SERVICE means the replacement of the existing *drainage service* or *sewer service* in approximately the same location as the existing *drainage service* or *sewer service*;

RESIDENTIAL DWELLING UNIT means a self-contained building, or portion of a building, used for residential accommodation, and includes a manufactured home and a mobile home;

RESTRICTED WASTE means “restricted waste” as defined in the *GVS&DD Bylaw*;

SECONDARY SUITE means an additional dwelling unit contained within a building of residential occupancy containing only one other dwelling unit which meets all applicable regulations contained within the *City of Coquitlam Zoning Bylaw No. 3000, 1996*, as amended or replaced from time to time;

SEWAGE means “domestic sewage” as that term is used in the *Environmental Management Act*, and includes human excreta and waterborne waste from the preparation and consumption of food and drink, dishwashing, bathing, showering, and general household cleaning and laundry;

SEWER SERVICE means the cleanout wye, fittings, pipes, and all other devices comprising a *connection* between mains the *sewer system* and the *private sewer system*;

SEWER SYSTEM includes all of the mains, pipes, valves, controls, devices, fittings, meters and other items owned or controlled by the *City* or the Greater Vancouver Sewerage & Drainage District used for the collection, storage, treatment, conveyance, use, discharge and disposal of *sewage*;

STORM RUN-OFF means water on the surface of land resulting from natural precipitation or snow melt;

TEMPORARY CAP means a cap on the existing *drainage service* or *sewer service* at, or near, property line that will be removed when the *drainage service* or *sewer service* is reconnected;

WASTE includes all “waste” as defined in the *Environmental Management Act*;

WATER SYSTEM includes all of the mains, pipes, taps, valves, control devices, fittings, meters and other items owned or controlled by the *City* or the Greater Vancouver Sewerage & Drainage District required for the collection, storage, transmission and distribution of potable water;

WORKS AND SERVICES means any alteration to the *sewer system* or *drainage system* and includes a *new service*, a *renewal service*, a *temporary cap*, a *permanent cap*, the installation of a meter, a connection to the *sewer system* or *drainage system*, a disconnection from the *sewer system* or *drainage*, or any other activity requiring *approval* from the *Engineer* or the *City* and any inspections of the *sewer system* or *drainage system*.

3. Establishment and Operation

- 3.1 The *sewer system* and *drainage system* are hereby confirmed as the systems to collect, convey and dispose of *sewage* and *drainage* from land and real property in the *City* and adjacent localities as provided and authorized by the *Community Charter* and other applicable legislation.
- 3.2 The *sewer system* and *drainage system* may be altered or extended, from time to time in accordance with designs approved by the *Engineer*, to meet the needs of the inhabitants of the *City* and, with requisite approvals, adjacent localities.
- 3.3 Nothing in this Bylaw shall be interpreted to mean that the *City* gives any assurance to any person with respect to the capacity or continuance of *sewage* or *drainage* collection, conveyance or disposal by way of the *sewer system* or *drainage system* respectively.

- 3.4 This Bylaw sets out the terms under which the *sewer system* and *drainage system* shall be used.

4. Powers and Duties of the Engineer

- 4.1 The *Engineer* is granted the authority for the design, operation, maintenance, repair, improvement and extension of the *sewer system* and the *drainage system* and all *works and services* shall be under the supervision and control of the *Engineer*.
- 4.2 If the *Engineer* determines that an emergency exists, the *Engineer* may issue such directions, and take such steps as the *Engineer* determines are necessary for the protection of the health and safety of the residents of the *City*, the protection of the environment, or the protection of the *sewer system* or *drainage system*, and all *owners* and users of the *sewer system* or *drainage system* shall comply with such orders and directions.
- 4.3 The *Engineer* may require that any *owner* of real property:
- 4.3.1 connect buildings, fixtures or other improvements on their property to the *sewer system* in a manner specified by the *Engineer*;
 - 4.3.2 connect building, fixtures or other improvements on their property to the *drainage system* in a manner specified by the *Engineer*;
 - 4.3.3 undertake any *works and services* set out in this Bylaw.
- 4.4 The *Engineer* may enter onto any real property to enforce the provisions of this Bylaw.
- 4.5 If an *owner* fails to take any action required under this Bylaw, including undertaking any *works and services* required to be done under the provisions of this Bylaw, the *Engineer* may enter on to the real property of that *owner* and fulfill the requirement.
- 4.6 If the *Engineer* takes action pursuant to section 4.5 of this Bylaw, the *Engineer* may fulfill the requirement at the expense of the *owner* and recover the costs incurred as a debt, and may cause the debt to be collected in the same manner and with the same remedies as property taxes.
- 4.7 Where authority is given to the *City* or the *Engineer* by this Bylaw to take any action, or to do or cause to be done any work with respect to the *sewer system* or *sewer service*, or the *drainage system* or *drainage service*, nothing in this Bylaw shall be interpreted to mean that the *City* or the *Engineer* has any duty to take such action.

5. Works and Services

- 5.1 No person shall cause, allow or permit any *works and service* which may affect the *sewer system* or *drainage system*, without first obtaining *approval*.
- 5.2 An owner may apply for *approval* for *works and services* by submitting to the *City*:
- 5.2.1 a completed written application in the form approved by the *Engineer*, stating the location of the property and the *works and services* being requested, and:
- 5.2.1.1 if the requested *approval* is for installation of a *sewer service* or *drainage service*, the expected characteristics of the discharge, the requested size, volume, discharge pattern and location of the *sewer service* or *drainage service* and other details as required by the *Engineer*;
- 5.2.1.2 if the requested *approval* is for disconnection from or maintenance, repair or improvement to the *sewer system* or *drainage system*, the size and location of the *sewer service* or *drainage service*, the reason for the disconnection, maintenance, repair or improvement, the requested date of the *works and services*, and other details are required by the *Engineer*; or
- 5.2.1.3 if the requested *approval* is for *works and services* not specifically mentioned, any details required by the *Engineer*; and
- 5.2.2 the fees set out or referenced in the *Fees and Charges Bylaw*.
- 5.3 The *Engineer* may waive some or all of the submission requirement under section 5.2.1 if he or she determines that the nature and complexity of the proposed *works and services* is adequately described without reference to them.
- 5.4 The *Engineer* may refuse to issue an *approval* for *works and services* if:
- 5.4.1 the content or quality of the *sewage* discharged or expected to be discharged into the *sewer system* is contrary to any *City* bylaw or other applicable law;
- 5.4.2 in the opinion of the *Engineer*, the *sewage system* or *drainage system* has insufficient capacity for the intended or expected discharge of *sewage* or *drainage*; or

- 5.4.3 in the opinion of the *Engineer*, the *works and services* would pose a risk to the proper operation of the *sewer system* or the *draining system*, cause damage to the *sewer system* or *drainage system*, damage the environment, pose risk to public health, safety or wellbeing, or otherwise be contrary to public interest.
- 5.5 Without limiting the generality of the foregoing, as a condition of an *approval*, the *Engineer* may require an owner to, at their own expense, install a *renewal service* if, in the opinion of the *Engineer*, the *sewer service* or *drainage service* is in need of replacement.
- 5.6 Any *works or services* which have received *approval* from the *Engineer* must be undertaken by the *City*, and may be undertaken by others only with the prior *approval* of the *Engineer*.
- 5.7 Any person who has received *approval* for persons other than those employed or otherwise engaged by the *City* to undertake *works and services* must ensure that those *works and services* are undertaken in compliance with all terms and conditions, specifications, designs and requirements provided by, or approved by, the *Engineer*.
- 5.8 Prior to issuing an *approval*, the *Engineer* may require that specifications and drawings be prepared and sealed by a *Professional Engineer* at the expense of the *owner*, and specify that all work must be carried out by the *City* or under the supervision and inspection of the *Engineer* or a *Professional Engineer*.
- 5.9 If the *City* undertakes, or causes to be undertaken, *works and services* referred to in this Bylaw then the costs of such work, including all costs of engineering services and supervision, shall be payable by the *owner*.
- 5.10 If, in the estimate of the *Engineer*, the value of any work to be undertaken to the *sewer system* or *drainage system*, including all restoration of the *City* lands or rights of way, exceeds the applicable fees as set out or referenced in *Fees and Charges Bylaw*, then, as a condition of *approval* the *owner* shall pay in full the amount of the estimate of the *Engineer* for the value of *works and services*.
- 5.11 The *owner* shall supply and install all fittings, fixtures, piping and other equipment required to complete a *private sewer system* and *private drainage system*.
- 5.12 The *Engineer* may require an *owner* to install an *inspection chamber* to any *sewer service* or *drainage service*.

5.13 An *owner* shall be deemed to own:

5.13.1 any *inspection chamber*;

5.13.2 the *private sewer system*; and

5.13.3 the *private drainage system*.

5.14 The *City* shall be deemed to own all of the pipes, facilities and equipment located on, in, or under the real property owned by or vested in the *City*, except for those that are owned by an *owner* pursuant to section 5.13.

6. Interruption of Service

6.1 The *Engineer* may interrupt or discontinue the collection of *sewage* or *drainage* from any property, or from any *sewer service* or *drainage service*:

6.1.1 at any time, and from time to time, as the *Engineer* determines is required to protect, repair, operate, extend or maintain the *sewer system* or *drainage system*, or to protect public health or safety; or

6.1.2 upon reasonable notice in writing to the each registered *owner* of the property if:

6.1.2.1 the *sewer system* or *drainage system* is being used contrary to this or any other applicable *City* bylaw or other law;

6.1.2.2 any portion of the *sewer service* or *drainage service* is malfunctioning, or incorrectly installed, or creating a nuisance to others; or

6.1.2.3 if there is an unauthorized *sewer service* or *drainage service*, or additions or alterations of those services which have been installed without the *approval* of the *Engineer*.

6.2 If the *Engineer* discontinues the collection of *sewage* or *drainage* from any property pursuant to section 6.1.2 of this Bylaw, the *owner* of that property may, within fourteen (14) days of notice of the discontinuance being sent, make written representations to *Council*, requesting that the service be continued.

6.3 If any *cross connection* is installed or created the *owner* shall, upon notice from the *Engineer*, immediately, or as directed by the *Engineer*, take steps as directed to cease and eliminate the *cross connection*.

7. Responsibilities of Users

- 7.1 No person shall, without prior written *approval* of the *Engineer*, interfere in any way with the *sewer system* or *drainage system*, any part of the *sewer system* or *drainage system*, or any *inspection chamber*, valve, flap, gate, pipe, culvert, pump station or other *sewer system* or *drainage system* appliance.
- 7.2 No person shall, without the prior written approval of the *Engineer*, cause, allow or permit any change to any *sewer service* or *drainage service*, the installation or removal of a *sewer service* or *drainage service*, or alter, install or remove any measuring device.
- 7.3 Every *owner* shall operate and maintain the *private sewer system* and *private drainage system*, including the *inspection chamber*, serving their property in good working condition.
- 7.4 Every *owner*, in relation to a *private sewer system* on their property, shall prevent:
- 7.4.1 the discharge of *ground water* or *storm run-off* into the *sewer system*;
 - 7.4.2 damage or threat of damage to the *sewer system* or interference or threat of interference with the usual and intended operation of the *sewer system*;
 - 7.4.3 the discharge of *sewage* into the environment;
 - 7.4.4 any *cross connection*; and
 - 7.4.5 any threat to public health arising from the operation, maintenance or condition of any *sewer service*, *inspection chamber*, service pipe, valve, fixture or related device.
- 7.5 Every *owner*, in relation to a *private drainage system* on their property, shall prevent:
- 7.5.1 the discharge of *waste* or *sewage* into the *drainage system*;
 - 7.5.2 damage or threat of damage to the *drainage system* or interference or threat of interference with the usual and intended operation of the *drainage system*;
 - 7.5.3 any *cross connection*; and

- 7.5.4 any threat to public health arising from the operation, maintenance or condition of any *drainage service, inspection chamber, service pipe, valve, fixture or related device*.
- 7.6 Every owner shall at all times keep the *sewer service and drainage service* devices, including any *inspection chamber, control devices, valves, manholes, accessible for use, inspection, maintenance and repair*.
- 7.7 If at any time the *Engineer* determines that insufficient access is available to any part of the *sewer system or drainage system, including any part of a private sewer system or private drainage system*, then the *owner* shall, on reasonable notice to the *owner*, do all necessary work required to provide access.
- 7.8 If the *owner* fails to do the work required under section 7.7 in the time required by the *Engineer*, then the *Engineer* may enter the property to do such work, or retain others to do the work and the *owner* shall pay for all costs incurred by the *Engineer*, as a charge under this Bylaw, and the provisions of the Works and Services section of this Bylaw shall apply.
- 7.9 No person shall discharge or permit to be discharged into the *sewer system or drainage system* any material that could accumulate in or form a blockage in the *sewer system or drainage system* or any *sewer service or drainage service*, or damage the *sewer system or drainage system, any sewer service or drainage service*, or the environment.
- 7.10 No *owner* shall cause, allow or permit *sewage* to be drained, discharged or disposed of in any manner other than through the *sewer system* in accordance with the requirements of this Bylaw, the *Environmental Management Act, the Public Health Act, S.B.C. 2008, c. 28, as amended or replaced from time to time*, and all other applicable laws and *City Bylaws*.
- 7.11 No *owner* shall, without the prior written *approval* of the *Engineer*, make any significant change to the volume, *waste characteristics, or discharge pattern of sewage or drainage* discharged through a *sewer service or drainage service* and the *Engineer* may require the *owner* to provide full design and construction details, prepared and sealed by a *Professional Engineer* as a condition of *approval*.
- 7.12 Every *owner* shall notify the *Engineer* forthwith of any partial or total loss of *sewer system or drainage system* service, the existence of any *cross connection*, and any other partial or total *sewer system or drainage system* failure, of which such person becomes aware.

- 7.13 In the event of any partial or total *sewer system* or *drainage system* failure, every *owner* and other user shall take all reasonable steps to mitigate loss and damage including without limitation reducing or discontinuing use of the *sewer system* or *drainage system* to the extent possible and installing reasonable works to mitigate damage and loss.
- 7.14 In the event of pollution or discharge of *waste* on a property, the *owner* and other users of the property shall take all reasonable steps to prevent entry of pollution or *waste* into the *drainage system*.
- 7.15 In the event of an escape of *drainage* from the *drainage system* or a *drainage service*, every *owner* and other user of the *drainage system* shall take all reasonable steps to minimize damage.
- 7.16 In the event of an escape of *sewage* from the *sewer system* or a *sewer service*, every *owner* and other user of the *sewer system* shall take all reasonable steps to minimize damage.
- 7.17 In the event of a blockage of the *private sewer system*, *sewer service*, *private drainage system*, or *drainage service*, every *owner* will take all reasonable steps to determine the nature of the blockage and clear the blockage through rodding and flushing and, if the blockage is found within the *sewer system* or *drainage system*, through video supplied by the *owner* or through field observations, the *owner* will notify the *City* immediately. Costs associated with the investigation or repair of the blockage will only be the responsibility of the *City* where, in the opinion of the *Engineer*, the *City* is responsible for the blockage.
- 7.18 Every *owner* of property served by the *sewer system* or *drainage system*, or connected to a *sewer service* or *drainage service* shall at all times permit the *Engineer* and other representatives and agents of the *City*, including without limitation contractors retained or appointed by the *Engineer*, to access the property for the purpose of:
- 7.18.1 inspecting any *sewer service* or *private sewer system*, located on, in or under the property;
 - 7.18.2 inspecting any *drainage service*, or *private drainage system*, located on, in or under the property;
 - 7.18.3 enforcing this Bylaw;
 - 7.18.4 preventing the discharge of any prohibited material, *ground water* or *waste* into the *drainage system* or the environment;
 - 7.18.5 preventing the escape of *sewage* from the *sewer system*; and

7.18.6 undertaking any inspections or other works considered necessary by the *Engineer*.

8. Prohibited and Restricted Waste

- 8.1 Without limiting any other section of this Bylaw, no *owner* shall cause, allow or permit to be discharged into the *sewer system*;
- 8.1.1 *prohibited waste*;
- 8.1.2 *restricted waste*;
- 8.1.3 water or any other substance for the purpose of diluting any non-domestic waste discharge into the *sewer system* to meet acceptable tolerance standards within this Bylaw;
- 8.1.4 anything in a concentration of quantity which may be or may become a health or safety hazard to any person operating or maintaining the *sewer system* or which may cause damage or interfere with the proper operation of the *sewer system*.
- 8.2 Notwithstanding any other provision of this Bylaw, a person may discharge *restricted waste* into the *sewer system* if that person has a current and valid permit in writing from the Greater Vancouver Sewerage and Drainage District and the *restricted waste* discharged in accordance with the terms and conditions of the permit.

9. Rates and Payment

- 9.1 Pursuant to the *Community Charter*, there is hereby imposed a parcel tax on the *owner* every *parcel* in the *City* capable of being drained into the *sewer system*, whether or not the land or real property is connected to or drained into the *sewer system*, for the opportunity to use the *sewer system*.
- 9.2 An *owner* of a *parcel* served, or capable of being served, by a *sewer service* shall pay all applicable taxes, charges and rates set out in Schedule A.

- 9.3 The following shall apply to a *metered service*:
- 9.3.1 Subject to the provisions of this section, any meter reading taken by the *Engineer* of the volume of water delivered to a *parcel* shall be deemed to be an accurate measurement of the volume of *sewage* discharged from that *parcel* to the *sewer system* for purposes of calculating the *metered sewer rates* due from the *owner* to the *City*.
 - 9.3.2 An *owner* may apply to the *Engineer* for a reduced *metered sewer rate* for any year during which the volume of the *sewage* discharged to the *sewer system* from a *parcel* is significantly less than the volume of water delivered that *parcel*.
 - 9.3.3 An application under section 9.3.2 must be delivered to the *Engineer* within a three month period following the year during which the above circumstances apply. Any adjustment to previous billing by reason of approved charges to *metered sewer rate* shall be allowed during the current billing period.
 - 9.3.4 If an application under section 9.3.2 establishes to the satisfaction of the *Engineer* that the volume of the *sewage* discharged from a specific *parcel* to the *sewer system* is significantly less than the volume of water delivered to that *parcel*, the *Engineer* shall reduce proportionately the *metered sewer rate* that would otherwise be payable by the *owner* for the year of application.
 - 9.3.5 If the *Engineer* determines that the amount of *sewage* discharged to the *sewer system* cannot be fairly determined by the volume of water delivered to the *parcel*, then the rates specified in Schedule A shall be applied based on either:
 - 9.3.5.1 the volume of discharge from the property into the *sewer system* as measured by a measuring device installed on the *sewer service*; or
 - 9.3.5.2 the volume of the discharge as determined by the *Engineer* under section 9.3.7.
 - 9.3.6 The *Engineer* shall determine whether the rates will be applied based on the volume of discharge measured by a measuring device or determined under section 9.3.7, and in making such determination the *Engineer* will consider relevant factors including without limitation the expense and difficulty of installing a measuring device on the *sewer service*.

9.3.7 If the *Engineer*:

9.3.7.1 determines that a meter operating under section 9.3.1 or 9.3.5.1 is faulty or inaccurate and an accurate estimate of the actual volume of water delivered to the *parcel* or *sewage* discharged from a *parcel* cannot be determined; or

9.3.7.2 determines that the rates specified in Schedule A will be applied to the volume of discharge determined by the *Engineer*,

then the *Engineer* shall determine the volume that shall be used as the basis for payment of the rates, taking into consideration the volume of the water delivered and the volume of *sewage* discharged during the 12 month period then ended, seasonal variations, changes in occupancy, and any other factors which, in the opinion of the *Engineer*, may have affected the volume of water used or *sewage* discharged.

9.4 The *owner* shall pay all costs of any *works and services*, including the installation and maintenance of any measuring device, requested by the *owner* or required by the *Engineer* under this Bylaw.

9.5 Pursuant to the provisions of the *Community Charter*, any charge imposed by this Bylaw that remains unpaid on December 31 in any year shall be deemed to be taxes in arrears in respect of the property, and shall promptly be so entered on the tax roll.

10. Offence

10.1 Any person who:

10.1.1 violates any provision of this Bylaw or neglects or fails to do anything required to be done by this Bylaw, or

10.1.2 causes or permits any other person to violate any provision of this Bylaw or to neglect or fail to do anything required to be done by this Bylaw with respect to real property of which he or she is the Owner, occupant, tenant or licensee,

commits an offence under this Bylaw and is subject to the imposition of any and all penalties or remedies available to the *City* pursuant to this Bylaw or any other applicable bylaw or legislation. Any adult person who acknowledges that he or she is the Owner, occupant, tenant or licensee of or who is apparently the Owner, occupant, tenant, or licensee, and is in occupation at the time of the offence, of the real property in respect of which the violation, neglect or failure has occurred, is deemed to be a person who falls within the definitions provided in subparagraphs (a) and (b) of this paragraph 11.1.

11. Penalties and Remedies

- 11.1 Any person who commits an offence under this Bylaw, in addition to being subject to any remedies or penalties specifically provided for in this Bylaw, is also subject to prosecution and, upon conviction for such an offence in a court of competent jurisdiction, is subject to a fine or not less than \$100.00 and not more than \$10,000.00 for each and every offence.
- 11.2 Notwithstanding the provisions of paragraph 11.1 of this Bylaw, the City may elect to pursue any and all other rights and remedies it may have pursuant to the *Local Government Act* with respect to securing compliance with this Bylaw, including without limitation to the right to commence on action under section 281 of the *Local Government Act* and section 274 of the *Community Charter*, against any person who commits an offence under this Bylaw.

12. Repeal of Existing Bylaws

- 12.1 The City of Coquitlam Sewerage System Bylaw No. 3151 (1997), and amendments thereto, are hereby repealed in their entirety.
- 12.2 The City of Coquitlam Sewerage & Drainage System Bylaw No. 3151, 1997, and amendments thereto, are hereby repealed in their entirety.
- 12.3 The City of Coquitlam Drainage System Bylaw No. 3153, 1997, and amendments thereto, are hereby repealed in their entirety.

READ A FIRST TIME this 25th day of May, 2015.

READ A SECOND TIME this 25th day of May, 2015.

READ A THIRD TIME this 25th day of May, 2015.

GIVEN FOURTH AND FINAL READING and the Seal of the Corporation affixed this 15th day of June, 2015.

_____ MAYOR

_____ CLERK

SEWER AND DRAINAGE BYLAW NO. 4429, 2015

SCHEDULE "A"

SEWERAGE PARCEL TAXES AND CHARGES

1. PARCEL TAX

The parcel tax payable by an *owner* of land or real property in the City will be, for each *parcel* owned by the *owner*, the product of (i) an annual rate of \$4.51 per foot of taxable parcel multiplied by (ii) the taxable parcel applicable to the *parcel*. The taxable parcel for all *parcel* is deemed to be 100 feet. The parcel tax payable with respect to a *parcel* will be billed and due and payable in the same manner and at the same times as real property taxes applicable to the *parcel*. The parcel tax shall be imposed on all properties in the sewer parcel tax roll.

2. FLAT RATE: ADDITIONAL RESIDENTIAL DWELLING UNITS AND SECONDARY SUITES

As to each *parcel* on which *residential dwelling units* are located, a *flat rate* charge in the amount of \$451.00 per year for the second and each subsequent *residential dwelling unit*, excepting *secondary suites, carriage houses or garden cottages* will be payable by the *owner* of the *parcel* with respect to such additional *residential dwelling unit* or units on the *parcel*. For each *secondary suite, carriage house or garden cottage* associated with a *residential dwelling unit*, a *flat rate* charge in the amount of \$181.00 will be payable by the *owner* of the *parcel* for the *secondary suite, carriage house or garden cottage*. The aggregate amount of all *flat rates* for the *parcel* will be due by March 31st in each year.

No refund of any *flat rate* will be made should a *connection* be terminated for any reason during the period to which the *flat rate* applies.

Where an existing *residential dwelling unit, secondary suite, carriage house or garden cottage* makes a *connection*, directly or indirectly, to the *sewer system* during the course of a calendar year the *flat rate* will be pro-rated on a daily basis for the remaining portion of that year. For new construction the pro-rated period will be from the date the building permit is issued less an allowance for the construction period. The allowance shall be as follows:

single family and duplex sites	90 days
multifamily sites – low to medium density	180 days
multifamily sites – high density	360 days

Pro-rated *flat rate* charges are due and payable prior to issuance of building permit.

3. LATE PAYMENT OF FLAT RATES

Any *flat rate* not paid on or before March 31st in the year to which it applies will be subject to a late payment charge equal to 5% of the amount of the *flat rate*. Any *flat rate* not received on or before September 30th in the year to which it applies will be subject to a late payment charge equal to 10% of the amount of the *flat rate*.

4. METERED RATES

Every *parcel* used for any institutional, commercial, industrial or agricultural use, and every *parcel* from which any *sewage* or *waste* is discharged, directly or indirectly, from other than one or more *residential dwelling units*, into the *sewer system*, shall have or be deemed to have a *metered connection*, and the *owner* of each such *parcel* shall pay in each year, four quarterly payments calculated as follows:

a) Users With Industry Specific Regional BOD/TSS Charges

The *owner* of a *parcel* discharging, in whole or in part, *sewage* for which the Greater Vancouver Sewerage and Drainage District (GVS&DD) has established industry specific BOD/TSS charges shall pay quarterly payments in each case equal a charge based on the quantity of water delivered to the *parcel* calculated as follows:

<u>Volume per Quarter</u>	<u>Metered Rate</u>
Each cubic metre	\$0.1035

b) Metered Users

The *owner* of every *parcel* not subject to the rates provided in section 4(a) shall pay quarterly payments in each case equal to a charge based on the quantity of water delivered to the *parcel* calculated as follows:

<u>Volume per Quarter</u>	<u>Metered Rate</u>
Each cubic metre	\$0.7962

In addition each metered utility account will be subject to a fixed quarterly charge of \$58.50.

Customers charged *metered sewer rates* shall be invoiced quarterly.

5. LATE PAYMENT OF METERED RATES

Any *metered sewer rate* or other charge payable pursuant to section 4 of this Schedule not paid within 30 days after the date of the invoice will be subject to a late payment charge equal 5% percent of the amount of the *metered sewer rate* or other charge.

6. MIXED USE

For buildings with mixed or multiple uses which include a *sewer service* for *residential dwelling units* and another use, the *owner* shall pay:

(a) the *flat rate* service charge for each *residential dwelling unit* (in excess of one) that directly or indirectly, uses the *sewerage system*, plus

(b) the *metered sewer rates* set out above for the other uses.

7. STRATA TITLE PROPERTIES

Each *residential dwelling unit* strata property using the *sewer system* shall pay the *flat rate* set out in section 1 of this Schedule for a *residential dwelling unit* notwithstanding that the sewerage service *connection* to the strata title property may be a metered *connection*.

For strata title properties with a single metered *connection*, the City may send a single invoice for *metered sewer rates* and such other charges as may apply pursuant to section 4 of this Schedule for all strata lots to the Strata Corporation or to strata lot 1, as the City may, on a case by case, basis decide. If the *metered sewer rates* as set out in the invoice remain unpaid as of December 31st of the billing year, the Engineer shall allocate the charges as set out in the invoice among the total number of strata lots in the Strata Corporation and each strata lot shall pay the *metered sewer rates* as set out in section 4 of this Schedule based on such allocation together with such penalties and interest as are applicable to late payments of any fees or charges under this Bylaw.