

## BYLAW NO. 4429, 2015

**Consolidated with amendments in Bylaw No. (1) 4637, 2015; (2) 4732, 2016; (3) 4826, 2017; (4) 4938, 2018; (5) 5022, 2019; (6) 5088, 2020; (7) 5101, 2021; (8) 5179, 2021; (9) 5198, 2022; (10) 5283, 2022**

**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 system within the City of Coquitlam

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;
- C. Council considers it necessary to charge a sewer fee to maintain the sewer system; and
- D. 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;

**FAT, OIL AND GREASE** means “fat, oil and grease” as defined in the Grease Interceptor Bylaw;

**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;

**FOOD SECTOR ESTABLISHMENT** means “food sector establishment” as defined in the Grease Interceptor Bylaw;

**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;

**GREASE INTERCEPTOR** means “grease Interceptor” as defined in the Grease Interceptor Bylaw;

**GREASE INTERCEPTOR BYLAW** means the Greater Vancouver Sewerage and Drainage District Food Sector Grease Interceptor Bylaw No. 268, 2012 as amended or replaced from time to time;

**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*;

**LOCK-OFF UNIT** means an accessory dwelling unit contained within a strata-titled dwelling unit in an apartment;

**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 Water 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* or in connection with a building permit application, 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. Food Sector Establishment Grease Management**

### **8.1 Restriction**

No person responsible for a food sector establishment, including an operator, property owner, agent or contractor, shall discharge or suffer, allow, cause or permit fat, oil or grease to be discharged into a sanitary sewer or drainage system within the City.

### **8.2 Inspection and Maintenance**

- 8.2.1 The General Manager of Engineering & Public Works, an employee of the City acting under his or her direction or a bylaw enforcement Officer may enter on and into a property to inspect, investigate and determine whether all provisions and regulations under Part Eight of this bylaw are being met.
- 8.2.2 The Operator, agent or contractor of a food sector establishment must maintain and repair all grease interceptors, according to established schedules and standards provided by the manufacturer, so that they are fully operational and effective at all times.
- 8.2.3 At least one (1) person among the operator, property owner, agent or contractor responsible for the operation of a food sector establishment at any given time is required to have the knowledge, ability and tools to open and provide access to a grease interceptor, upon request, during inspection and investigation by a bylaw enforcement officer or City employee under section 8.2.1 of this bylaw.
- 8.2.4 The Operator of a food sector establishment must keep and maintain on site, all maintenance records, for a minimum period of two (2) years, of all grease

interceptor inspections and maintenance conducted, recording the date of the inspection, the date of cleaning or maintenance, the type and quantity of material removed from the grease interceptor and the disposal location and address, which must be available, upon request for inspection and investigation by a bylaw enforcement officer or City employee under section 8.2.1 of this bylaw.

- 8.2.5 The maximum depth of fat, oil or grease which an operator of a food sector establishment may allow to accumulate in a grease interceptor prior to servicing must not exceed the lesser of 15.2 cm (six inches) or 25% of the wetted height of the grease interceptor.
- 8.2.6 Each grease interceptor within a food sector establishment must have a visible label that shows its rated flow capacity or documents from the manufacturer that state its rated flow capacity must be kept at the food sector establishment. The documentation must be available for viewing, upon request, by a bylaw enforcement officer or City employee during an inspection or investigation under section 8.2.1 of this bylaw.
- 8.2.7 No person shall use enzymes, solvents, hot water or other agents in order to facilitate the passage of fat, oil or grease through a grease interceptor.
- 8.2.8 All food sector establishments shall implement best management practices in its operation to minimize the discharge of fat, oil or grease into a sanitary Sewer or drainage system within the City.

## 9. Prohibited and Restricted Waste

- 9.1 Without limiting any other section of this Bylaw, no *owner* shall cause, allow or permit to be discharged into the *sewer system*;
  - 9.1.1 *prohibited waste*;
  - 9.1.2 *restricted waste*;
  - 9.1.3 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;
  - 9.1.4 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*.

- 9.2 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.

## 10. Rates and Payment

- 10.1 An *owner* of a *parcel* served by a *sewer service* shall pay the rates set out in Schedule “A”, on the dates and according to the terms as set out in Schedule “A”.
- 10.2 The following shall apply to a *metered service*:
- 10.2.1 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*.
- 10.2.2 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*.
- 10.2.3 An application under section 10.2.2 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.
- 10.2.4 If an application under section 10.2.2 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.
- 10.2.5 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:
- 10.2.5.1 the volume of discharge from the property into the *sewer system* as measured by a measuring device installed on the *sewer service*; or

10.2.5.2 the volume of the discharge as determined by the *Engineer* under section 10.2.7.

10.2.6 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 10.2.7, 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*.

10.2.7 If the *Engineer*:

10.2.7.1 determines that a meter operating under section 10.2.1 or 10.2.5.1 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

10.2.7.2 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.

10.3 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.

10.4 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.

## **11. Offence**

11.1 Any person who:

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



11.1.2 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 12.1.

## **12. Penalties and Remedies**

- 12.1 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.
- 12.2 Notwithstanding the provisions of paragraph 12.1 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.

## **13. Repeal of Existing Bylaws**

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

READ A FIRST TIME this 25<sup>th</sup> day of May, 2015.

READ A SECOND TIME this 25<sup>th</sup> day of May, 2015.

READ A THIRD TIME this 25<sup>th</sup> day of May, 2015.

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

\_\_\_\_\_ MAYOR

\_\_\_\_\_ CLERK

**SEWER AND DRAINAGE BYLAW NO. 4429, 2015**

**SCHEDULE "A"**

**SEWER RATES AND CHARGES COMMENCING JANUARY 1, 2023**

**1. FLAT RATE ANNUAL SEWER SERVICE CHARGE**

The following annual *flat rate* charges for *sewer services* shall apply to all *residential dwelling units* receiving *sewer service*, directly or indirectly, from the *sewer system* and applies to each calendar year period of January 1<sup>st</sup> to December 31<sup>st</sup>.

<b>Use</b>	<b>Flat Rate</b>
For each <i>residential dwelling unit</i> except those with a different rate set out in this Schedule	\$522
For a <i>secondary suite, carriage house, garden cottage, or lock-off unit</i>	\$209

If any *flat rate* is not received on or before March 31<sup>st</sup> in the year to which the *flat rate* applies, a late payment charge equal to 5% of the amount of the *flat rate* will apply. If any *flat rate* is not received on or before October 1 in the year to which it applies, an additional late payment charge equal to 5% of the amount of *flat rate* will apply.

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.

The annual flat rate charged pursuant to this paragraph will be due and payable within 30 days of the invoice date and the late payment provisions described in this section 1 will apply to any payment not received within the 30 day invoice period.

Where an existing *residential dwelling unit, secondary suite, carriage house, garden cottage, or lock-off unit* 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 of:

- (a) one-family residential buildings, duplexes, triplexes, fourplexes, multiplexes, *secondary suites, carriage houses, garden cottages* or other accessory *residential*

- dwelling units*, the *flat rate* will be pro-rated on a daily basis from the date that is 180 days after the date the building permit is issued for the remaining portion of that year;
- (b) townhouses, apartments or other dwelling units not listed in (a) above, a *flat rate* charge will apply for the construction period based on the water service size, count, and estimated duration of use of the *sewer system*.

<b>Water Service Size</b>	<b>Annual Fee per Service</b>
< 25mm	\$1,560
25-50mm	\$3,640
>50mm	\$10,400

In the alternative, at the discretion of the *Engineer*, a *metered sewer rate* may apply during the construction period in accordance with Section 2 of this Schedule and Section 9 of the Bylaw.

All *flat rate* charges for construction periods are due and payable prior to issuance of building permit, and refunds will not be provided.

Upon partial occupancy or occupancy (whichever occurs first) of the new *residential dwelling units*, the *flat rate* will be pro-rated on a daily basis for the remaining portion of that year.

## 2. **METERED SEWER RATES**

Every *connection*, other than from *residential dwelling units*, from which any *sewage* or *waste* is discharged, directly or indirectly, into the *sewer system* shall have or be deemed to have a *metered service*, and the *owner* of each such *parcel* shall pay an annual *metered sewer rate* in 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 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	\$0.5934

## (b) Other Metered Users

The *owner* of every *parcel* not subject to the rates provided in section 2(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	\$1.1869

In addition, each *metered service* account will be subject to a fixed quarterly charge of \$67.74.

Customers charged *metered sewer rates* shall be invoiced quarterly with all payments due and payable within 30 days of the invoice date.

A late payment charge equal to 5% of each quarterly *metered sewer rate* will apply to any *metered sewer rate* not paid on or before its due date.

**3. MIXED USE**

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

- (a) the *flat rate* service charge as shown in Section 1 of this Schedule for each *residential dwelling unit* that, directly or indirectly, uses the *sewer system*, plus
- (b) the *metered sewer rates* set out in Section 2 of this Schedule for metered *connections* for all uses other than any *residential dwelling unit* use.

#### 4. STRATA TITLE PROPERTIES

Each *residential dwelling unit* strata property using the *sewer system*, directly or indirectly, 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 2 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 31<sup>st</sup> 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 2 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.