



ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE

WEDNESDAY, NOVEMBER 25, 2009 - 3:30 P.M.

CVRD BOARDROOM, 175 INGRAM STREET

AGENDA

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6. **NEW BUSINESS:**

7. **PRESS/PUBLIC QUESTIONS PERIOD**

8. **CLOSED SESSION**

Motion that the meeting be closed to the public in accordance with the Community Charter Part 4, Division 3, Section 90, subsection as noted in accordance with each agenda item

SM1 Closed Session Minutes of August 26, 2009 156 – 157

SM2 Closed Session Minutes of October 28, 2009 158

SSR1 Land Acquisition {Sub (1) (e)} 159 - 162

9. **NEXT MEETING: BUDGET MEETING**
prior to Board Meeting December 9, 2009

10. **ADJOURNMENT:**

Distribution:

Director Cossey, Chair
Director Haywood, Vice-Chair
Director Dorey
Director Duncan
Director Giles
Director Harrison
Director Kuhn

As Well As:

Director Iannidinardo, Electoral Area D
Director Kent, City of Duncan
Director Marcotte, Electoral Area H
Director Morrison, Electoral Area F
Warren Jones, Administrator
Brian Dennison, General Manager, Engineering & Environmental Services
Bob McDonald, Manager, Recycling & Waste Diversion
Dave Leitch, AScT., Manager, Water Management
Kate Miller, Manager, Regional Environmental Policy
Mark Kueber, Treasurer

Agenda Cover Only:

Directors Hutchins, McGonigle, Seymour, Walker
Tom Anderson, General Manager, Planning & Development
Joe Barry, Corporate Secretary

The Full Agenda Package is available on-line at: <http://cvrd.bc.ca/Archive.asp?AMID=50>

Minutes of the regular meeting of the Engineering & Environmental Services Committee held in the CVRD Boardroom, 175 Ingram Street, Duncan, on October 28, 2009 at 3:30 p.m.

PRESENT: Director Haywood, Vice-Chair
Directors Dorey, Duncan, Giles, Harrison, Iannidinardo,
Kent (3:45pm), Kuhn, Morrison

ALSO W. Jones, CAO

PRESENT: Brian Dennison, General Manager, E & E
D. Leitch, Manager, Water Management
L. Lee, Recording Secretary

**APPROVAL
OF AGENDA**

A revised Item **R4** was distributed to the Committee.

NB1 – Processes was added to the agenda.

It was moved and seconded that the agenda be approved as amended.

MOTION CARRIED

**ADOPTION
OF MINUTES**

It was moved and seconded that the minutes of the September 23, 2009 regular Engineering & Environmental Services Committee meeting be adopted.

MOTION CARRIED

**BUSINESS ARISING
OUT OF MINUTES
DELEGATIONS**

No delegations

**REPORTS
R1**

A staff report was provided to the Committee to consider that the 2009 budget *Transfer to Reserve* for the Arbutus Mountain Estates Sewer System be cancelled.

It was moved and seconded that it be recommended to the Board that the 2009 Budget to *Transfer to Reserve* fund transfer for the Arbutus Mountain Sewer System be cancelled.

MOTION CARRIED

R2

A staff report was provided to the Committee regarding Short Term Borrowing for the Honeymoon Bay Water System.

It was noted that the estimated annual debt retirement cost of \$9,384.00 is incorrect and should be changed to \$10,384.00.

It was moved and seconded that it be recommended that the Board authorize short-term borrowing of \$50,000.00 for Honeymoon Bay Water System capital upgrades, to be paid back within 5-years under the Liabilities Agreement, Section 175 of the Community Charter.

MOTION CARRIED

R3

A staff report was provided to the Committee regarding Short Term Borrowing for the Maple Hills Sewer System.

It was moved and seconded that it be recommended that the Board authorize short-term borrowing of \$8,250.00 for Maple Hills Sewer System capital upgrades, to be paid back within 5-years under the Liabilities Agreement, Section 175 of the Community Charter.

MOTION CARRIED

R4

A staff report was provided to the Committee to consider the 2007-2009 Community Works Funding Allocation Revisions.

It was moved and seconded that the Board authorize the allocation of funding under the 2007-2009 Community Works Fund for Mesachie Lake Sewer Collection and Disposal System Upgrade be deferred until the 2010-2014 Community Works Fund Program extension, and that the targeted funds of \$352,000 be allocated to the following three projects:

- 1) Extension of the Lambourn Outfall Extension (\$328,116.)
- 2) Maple Hill Sewer Emergency RBC Repair (\$16,750.)
- 3) Shawnigan Lake Weir Fish Ladder (\$7,134.)

MOTION CARRIED

R5

A staff report was provided to the Committee to consider the *Transfer to Reserve* for Cowichan Bay Sewer System be reduced.

It was moved and seconded that the Board authorize the *Transfer to Reserve* for budget 800 – Cowichan Bay Sewer System be reduced in 2009 from \$56,295.00 to \$17,500.00

MOTION CARRIED

R6

A staff report was provided to the Committee to consider authorizing the development of a Farmed Animal Mass Carcass Disposal Emergency Plan.

It was moved and seconded that it be recommended to the Board:

- 1. That the CVRD (in conjunction with The District of North Cowichan) undertake to develop an emergency plan for the disposal of Farmed Animal Carcasses and that an application be submitted to UBCM for funding of this initiative.**
- 2. That the CVRD Board approve award of a \$12,500 contract (including taxes) to St. John & Associates Projects Inc. for development of an emergency plan for Farmed Animal Mass Carcass disposal for the region.**

MOTION CARRIED

NEW BUSINESS

NB1

Processes

Discussion took place regarding the policy that is in place for notifying Directors to keep them informed of CVRD activities.

The General Manager, Engineering & Environmental Services replied that staff use their judgement and there is no formal policy in place.

The Manager, Water Management Division reported that Emergency Procedures are in place for notification in case of emergency such as a boil water advisory.

The CAO, CVRD advised that the issue will be discussed with the CVRD Management Team and that more could be done.

It was discussed that it can be embarrassing for Directors if uninformed. Residents need to be kept apprised of utility projects. Also, work in parks can trigger public upset if uninformed. -

It was reported that an email Info Pac system is used at the City of Duncan to keep Council informed.

It was suggested that a Communications staff person be included in the budget.

**RESOLVE INTO
IN CAMERA
4:35 p.m.**

It was moved and seconded that the meeting be closed to the public in accordance with the Community Charter, Part 4, Division 3, Sections 90 (1) (e).

MOTION CARRIED

**RISE FROM
IN CAMERA
4:44 p.m.**

It was moved and seconded that the Committee rise without report.

MOTION CARRIED 005

ADJOURNMENT

It was moved and seconded that the meeting be adjourned.

MOTION CARRIED

The meeting adjourned at 4:45 pm

Chair

Recording Secretary

Dated: _____

**R1****STAFF REPORT****ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE MEETING
OF NOVEMBER 25, 2009**

DATE: November 12, 2009 **FILE NO:** 5330-30-CWS
FROM: Louise Knodel-Joy, Senior Engineering Technologist
SUBJECT: CVRD Potential Takeover of the Carlton Improvement District Water System

Recommendation:

That the Board provide first stage approval and authorize staff time to continue with the process of investigating takeover of the Carlton Improvement District Water system, located in Electoral Area B, as requested by Carlton Improvement Trustees, subject to the following conditions and with the understanding that nothing is intended by this approval to fetter future CVRD Board decisions on required bylaws:

- All lands on which infrastructure works are located will be placed within registered Statutory Rights-of-way, using the CVRD's standard charge terms;
- A utility transfer agreement be executed between the CVRD and the owners;
- A CVRD review of the system be undertaken in order to address deficiencies in the water system;
- The owner of utility be willing to sell and/or transfer the system to the CVRD;
- A public consultation process regarding CVRD takeover be undertaken;
- A petition process be carried out and completed by at least 50% of the owners of parcels within the proposed service area with the total value of the parcels representing at least 50% of the net taxable value of all land and improvements in the service area.
- This list is not exhaustive and items may be added, deleted or altered prior to a formal agreement being executed

and further that an assessment of the system be carried out, funded to a maximum cost of \$15,000, with \$5,000 from the CVRD Feasibility Study Function and \$10,000 through a Provincial Feasibility Study Grant; and that, upon completion of a successful petition process, bylaws be prepared to create a service area for this utility.

Purpose:

To provide first stage approval and authorize staff time to continue with the process of CVRD takeover of the Carlton Improvement District Water System for the existing 31 single family residential customers, predominately in the Carlton Road Area (Electoral Area B – Shawnigan Lake).

Financial Implications: all costs to be borne by the owners.

Interdepartmental/Agency Implications: Establishment Bylaw preparation by Corporate Services staff.

Background:

In a letter dated November 5, 2009, from the Carlton Improvement District Trustees, the CVRD was requested to take over ownership and conduct a Feasibility Study of the water system.

The water system consists of a groundwater well that supplies chlorinated water directly to a 20,000 gallon steel storage reservoir. Water is pumped from the reservoir into pressure tanks and then into the water system. There are adequate numbers of hydrants and standpipes installed for both fire-fighting and flushing of the system. This water system has water meters on individual homes. A review of the system is required to assess necessary upgrades required for the CVRD to take over this water system.

Submitted by,

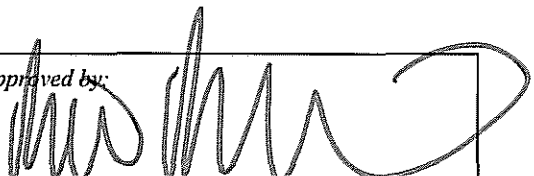


Louise Knodel-Joy
Senior Engineering Technologist

LKJ:jljb

File: Bath\C:\Jo\ESMemos2009\CarltonAIP-Nov2009.doc

Approved by:



Brian Dennison, General Manager,
Engineering and Environmental Services

COPY

Carlton Improvement District
1305 Sylvia Place
Cobble Hill BC V0R 1L6

To: Cowichan Valley Regional District

Date: November 5, 2009

Re: Improvement District Takeover and Feasibility Study

Due to inadequate volunteer interest and expertise required to run the Carlton Improvement District the current Trustees request for an "approval in principal" for the Cowichan Valley Regional District to take over ownership of the water system and conduct a feasibility assessment study.

Carlton Improvement Trustees

Dan McClure



Skip Whitfield



Brian Richardson



Original:	Copies to:
Board:	Brian
Nic Cossey	DL
Committee(s):	JRS
Directed by:	Date:
File #	009
3600-50 CAR	



STAFF REPORT

R2

ENGINEERING AND ENVIRONMENTAL SERVICES COMMITTEE MEETING OF NOVEMBER 25, 2009

DATE: November 10, 2009

FILE NO: 5340-30-KVS/06
5600-30-KVW/06

FROM: Gord Bonekamp, Senior Engineering Technologist

SUBJECT: Capital Works Agreement – Briarwood / Kerry Village Sewer & Water Upgrades

Recommendation:

That it be recommended that the Board accept the Briarwood / Kerry Village Capital Works Agreement between Briarwood Estates Ltd and the CVRD, and further that the Board Chair and Corporate Secretary be authorized to sign the agreement.

Purpose: To review and ratify the Capital Works Agreement for the Briarwood /Kerry Village Sewer and Water and Systems.

Financial Implications: All costs to be borne by Briarwood Estates Ltd and the Kerry Village water and sewer utilities, with a contribution from the "Towns of Tomorrow" Provincial Grant Program.

Interdepartmental/Agency Implications: n/a

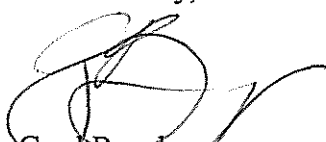
Background:

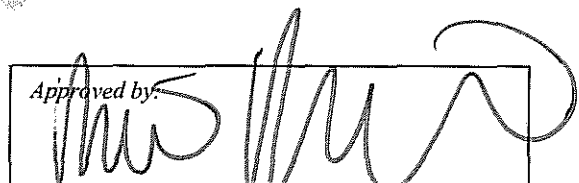
Further to the Board's approval of September 9, 2009, to amend the Kerry Village Sewer and Water System Service Areas to include the Briarwood Estates subdivision, as well as the approval for the borrowing of funds by the CVRD, on behalf of the Kerry Village sewer and water service areas, and approval for provision of \$400,000 from the "Towns of Tomorrow" Provincial Grant Program, a Capital Works Agreement has been prepared for these upgrades. The agreement is between Briarwood Estates Ltd, and the CVRD.

The agreement includes the following main provisions:

1. That the CVRD contribute \$500,000 towards the capital upgrades. \$100,000 is-contributed from the Kerry Village water and sewer utilities, through borrowing of \$80,000 and \$20,000 from the Kerry Village Water & Sewer reserve funds. The remainder is funded through the \$400,000 "Towns of Tomorrow" Provincial Government Grant.
2. Briarwood Estates Ltd. will cover any cost overruns, but also benefit from any cost savings.
3. Briarwood Estates Ltd. will obtain rights for use of the system concurrent with their contribution.
4. Briarwood estates Ltd. will provide letters of credit for their contributions in advance to ensure the project is completed.

Submitted by,


Gord Bonekamp
Senior Engineering Technologist

Approved by:

Brian Dennison, General Manager,
Engineering and Environmental Services

BRIARWOOD & KERRY VILLAGE UTILITIES UPGRADE AGREEMENT

THIS AGREEMENT made this day of , 2009

BETWEEN:

BRIARWOOD ESTATES LTD.
6060 Blink Bonnie Road
West Vancouver, BC
V7W 1V8

["**Briarwood**"]

OF THE FIRST PART

AND:

COWICHAN VALLEY REGIONAL DISTRICT
175 Ingram Street,
Duncan BC
V9L 1N8

[The "**CVRD**"]

OF THE SECOND PART

WHEREAS:

- A. Briarwood has made application to subdivide certain lands within the Cowichan Valley Regional District in order to create 33 lots for residential development, such lands being collectively as shown on the site plan and subdivision plan that are attached as Schedule "A" to this agreement, and that are legally described as follows:

PID 009-488-219, Section 1, Range 8, Shawnigan District, Except that part in Plan 2485, VIP78819 and VIP 79958.

(the "**Briarwood Lands**")

- B. The CVRD owns and operates a sewage disposal system known as the Kerry Village Sewer Utility, pursuant to CVRD Bylaw No. 2489- Kerry Village Sewer System Service Establishment Bylaw, 2004. (the "CVRD Sewer Utility"), located on the Kerry Village Strata Lands, which lands are legally described as:

Strata Lots 1-64

Part of Lot A, Section 1 and 2, Range 7, Shawinigan District, Strata Plan 1337

(the "**Kerry Village Lands**")

- C. The CVRD owns and operates a water distribution system known as the Kerry Village Water Utility, pursuant to CVRD Bylaw No. 2491- Kerry Village Water System Service Establishment Bylaw, 2004. (the "CVRD Water Utility"), also located on the Kerry Village Lands.
- D. Briarwood has agreed to make a contribution to cover part of the costs of the upgrades to be made to the CVRD Water Utility and CVRD Sewer Utility that are in part necessary to accommodate the proposed development of the Briarwood Lands, such contributions to be made according to the terms and conditions contained in this Agreement.
- E. The CVRD has agreed to contribute to the cost of the Upgrades to the CVRD Sewer Utility.
- F. In order to ensure that the Upgrades are constructed in an orderly and efficient manner, Briarwood and the CVRD have agreed to set out in this Agreement their respective obligations for the design and construction of the Upgrades.

NOW THIS AGREEMENT WITNESSES that in consideration of the covenants hereinafter provided, the parties covenant and agree each with the other as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- a) "**Briarwood Contribution**" means the total of the contributions of Briarwood to the Estimated Cost, as set out in section 2.1 of this Agreement.
- b) "**Briarwood Well**" means the existing well located on the proposed Lot 10 of the Briarwood Lands.

- c) **"CVRD Contribution"** means the total of the contributions of the CVRD towards the Estimated Cost, as set out in Section 3.1 of this Agreement.
- d) **"CVRD Water and Sewer Utilities"** means, collectively, the CVRD Water Utility and the CVRD Sewer Utility as defined in Recitals B and C of this Agreement;
- e) **"Disposal Field Lands"** means the proposed 1306 square metre lot located between proposed Lot 1 and proposed Lot 30 on the Briarwood Lands, to be designated as the sewage disposal area for the Briarwood and Kerry Park Lands.
- (f) **"Estimated Cost"** means the estimated cost of designing and constructing the Upgrades, as referred to in section 0 of this Agreement;
- (g) **"Service Area"** means the local service area established for the CVRD Water and Sewer Utilities by CVRD Bylaw No. 2489 and CVRD Bylaw No. 2491 as may be amended from time to time;
- (h) **"Upgrades"** means the upgrades, enhancements and extensions of the CVRD Water and Sewer Utilities that the parties have agreed to design, install and construct under this Agreement and that are in part necessary to provide water and sewer services to the Briarwood Lands and which are generally described in the attached Schedule "B" of this Agreement; and
- (i) **"Unit of Capacity"** as used in this Agreement is equal to the capacity in the CVRD Sewer Utility required to provide disposal and treatment of wastewater to a single detached home. A "Unit of Capacity" in the CVRD Water Utility is equal to 800 Imperial gallons of potable water per day per parcel of land used for a single dwelling unit.

2.0 COVENANTS OF THE DEVELOPER

- 2.1 Briarwood agrees to contribute \$788,500 to the Estimated Cost of the Upgrades to the CVRD Water and Sewer Utilities.
- 2.2 Briarwood further agrees to undertake the design and construction of the Upgrades to the CVRD Water and Sewer Utilities in accordance with the terms of this Agreement.

- 2.3 Briarwood shall retain the services of Genivar Consultants Ltd. ("Genivar") to carry out the design and supervise the construction of the Upgrades to the CVRD Water and Sewer Utilities.
- 2.4 The Upgrades to the CVRD Water and Sewer Utilities must be designed and constructed in accordance with good engineering practices and all applicable statutes and regulations.
- 2.5 Briarwood shall obtain CVRD's approval of the engineering and construction plans for the Upgrades to the CVRD Water and Sewer Utilities in advance of any construction work being undertaken or commenced.
- 2.6 Briarwood shall cause the Upgrades to be constructed only by qualified, competent and experienced contractors and pursuant to the terms of a construction agreement satisfactory to the CVRD, acting reasonably, including but not limited to terms providing for indemnity of Briarwood and the CVRD, and the provision of liability insurance in relation to risks that are customarily allocated to a contractor under contracts for the construction of local government works.
- 2.7 Briarwood shall complete the Upgrades to the CVRD Water and Sewer Utilities within twelve (12) months of the execution of this Agreement.
- 2.8 The Upgrades are subject to final approval and acceptance by the CVRD. The CVRD shall be under no obligation to provide its final approval and acceptance unless it has received certification from Genivar that the Upgrades have been constructed in accordance with the approved engineering and construction plans.
- 2.9 Briarwood agrees that it shall not subdivide the Briarwood Lands until the Upgrades required under this Agreement have been completed, and until the Upgrades have received final approval and acceptance by the CVRD, such approval not to be unreasonably withheld.
- 2.10 This agreement is to be executed within thirty (30) days of it being approved by the CVRD Board of Directors.

3.0 CVRD CONTRIBUTION AND ALLOCATION OF UNITS OF CAPACITY

- 3.1 The CVRD agrees to contribute a fixed total amount of **\$500,000** (the "CVRD Contribution") toward the design and construction costs of the Upgrades to the CVRD Sewer Utility, such contribution to be released to Briarwood in accordance with section 6.3 of this Agreement.

- 3.2 The CVRD agrees that in return for Briarwood providing the Briarwood Contribution toward the design and construction costs of the Upgrades, the CVRD agrees to the extent it may lawfully do so that:
- (a) Briarwood will be allocated **33 Units of Capacity** in the CVRD Water and Sewer Utilities for the sole purpose of the development and subsequent use of the Briarwood Lands.
 - (b) The CVRD will maintain the current **64 Units of Capacity** in the CVRD Water and Sewer Utilities for the sole use of the Kerry Village Strata Corporation.
 - (c) Any additional capacity in the CVRD Water and Sewer Utilities created as a result of the Upgrades shall be retained by the CVRD and may be allocated as the CVRD considers appropriate.
- 3.3 The allocation of units of capacity in the CVRD Water and Sewer Utilities by the CVRD to Briarwood under this Agreement shall not relieve Briarwood from any legal requirement arising under CVRD Bylaw Nos. 2489 or 2491 in relation to connection to or use of the CVRD Water and Sewer Utilities.
- 3.4 The CVRD agrees that the Briarwood Contribution shall be deemed to include a prepayment of the connection fees payable by Briarwood under CVRD Bylaw Nos. 2489 and 2491 in relation to the parcels created by the subdivision of the Briarwood Lands as shown on the subdivision plan that is attached as part of Schedule A.
- 3.5 The parties assume, based upon the design calculations of the Briarwood's Engineering Consultant, Genivar Consultants Ltd., that the Upgrades will result in the CVRD Sewer Utility having no less than 97 Units of Capacity.
- 3.6 The parties assume, based upon the design calculations of Briarwood's Engineering Consultant, Genivar Consultants Ltd., that the Upgrades will result in the CVRD Water Utility having no less than 97 Units of Capacity.
- 3.7 The Upgrades shall include provision for treatment of the Briarwood Well if required by the Vancouver Island Health Authority, under the *Drinking Water Protection Act* or any the regulations under that *Act*.

4.0 INSPECTION

- 4.1 Briarwood agrees that the CVRD shall have the right to conduct site inspections, monitor the construction and inspect the Upgrades to ensure the Upgrades to the CVRD Water and Sewer Utilities are being

constructed and completed according to the engineering and construction plans and specifications approved by the CVRD.

- 4.2 The conduct of the inspections by CVRD staff, and the receipt and acceptance of the reports submitted by the Inspector to the CVRD Division Manager of Water Management, shall not relieve Briarwood from the obligation to construct the Upgrades in accordance with the engineering and construction plans and specifications approved by the CVRD.

5.0 COST OVERRUNS AND SAVINGS

- 5.1 The Estimated Cost of designing and constructing the Upgrades to the CVRD Water and Sewer Utilities is **\$1,288,500**.
- 5.2 Briarwood agrees that any and all actual costs incurred in designing and constructing the Upgrades that exceed the Estimated Cost shall be the sole responsibility of Briarwood (the "Cost Overruns").
- 5.3 For certainty, Briarwood agrees that no Cost Overruns shall be apportioned or allocated to the CVRD in any manner.
- 5.4 In the event the actual cost of the Upgrades is less than the Estimated Cost, such cost savings shall be for the sole benefit of Briarwood, and no cost savings shall be allocated to the CVRD.

6.0 TERMS OF PAYMENT

- 6.1 Briarwood shall be responsible for financing the Briarwood Contribution and any cost overruns for which it is responsible under this Agreement. The CVRD Contribution includes \$400,000 from the Ministry of Community Development "Towns of Tomorrow" Provincial Grant Program, \$80,000 from borrowed funding by the CVRD on behalf of the Kerry Village local service area, and \$20,000 from the Kerry Village Water and Sewer Utility Reserves, for a total CVRD Contribution of **\$500,000**.
- 6.2 The CVRD Contribution may be applied directly to the purchase of the wastewater treatment plant to be supplied as part of the Upgrades. Payments will be made directly by the CVRD to the supplier upon invoicing. Invoices may include the Design and Operating Plan and percentage upon ordering, percentage upon shipment and percentage upon delivery.
- 6.3 The CVRD Contribution may also be applied towards the first and subsequent Progress Payment Certificates issued and approved by Genivar, for works completed by Briarwood's Contractor on any other portion of the sewer works which form part of the Upgrades. The CVRD

will withhold 10% of these payments in a dedicated builder's lien holdback account. Release of the holdback funds will be made only once all of the conditions of the *Builder's Lien Act* for release of holdback funds have been met.

- 6.4 All progress payment certificates must be certified for correctness by Genivar and forwarded to the CVRD for review. The progress payment certificates must be accompanied by an invoice from Briarwood's contractor, and payment contribution will be made by the CVRD directly to the contractor. The CVRD Contribution shall not exceed **\$500,000**.
- 6.5 Except as provided in Sections 6.3 to 6.5, Briarwood will be directly responsible for payments to the Contractor, as per the terms and conditions of their contract.
- 6.6 In the event that Briarwood's Contractor does not receive payment from Briarwood within 60 days of any subsequent Progress Payment Certificates issued by Genivar, the CVRD reserves the right to pay the Contractor directly, and draw the outstanding amount owing from the Briarwood LOC, as per section 7.1 of this agreement.
- 6.7 A maintenance bond in the amount of 10% of the total cost of the Upgrades must be provided to the CVRD from Briarwood upon final completion of the construction contract.

7.0 SECURITY

- 7.1 Briarwood must provide the CVRD with security in the form of an irrevocable letter(s) of credit provided by a Canadian Chartered Bank or other financial institution acceptable to the CVRD in the amount of one hundred (100%) percent of the Briarwood Contribution as set out in section 2.1 of this Agreement (the "Briarwood LOC"), as security for Briarwood's obligations under this Agreement. The Briarwood LOC is to be provided by Briarwood within ninety (90) days of this Agreement being approved by the CVRD Board of Directors. On completion and acceptance of the Upgrades, the CVRD shall promptly release the Briarwood LOC to Briarwood.
- 7.2 In the event the CVRD has not received the Briarwood LOC within ninety (180) days of this Agreement being approved, this Agreement will become null and void.
- 7.3 The amount secured under the Briarwood LOC will be reduced from time to time on a 'cost to complete' basis (net of the CVRD Contribution) upon

the CVRD's receipt of payment certificates issued and approved by Genivar.

- 7.4 In the event that Briarwood defaults on any of its obligations hereunder, the CVRD may draw upon the Briarwood LOC on a 'cost to complete' basis (net of the CVRD Contribution) to fulfill Briarwood's obligations.

8.0 OWNERSHIP

- 8.1 For certainty, all existing works comprising the CVRD Water and Sewer Utilities and all improvements and Upgrades to or in addition to such existing works, including but not limited to any wells and appurtenants thereto, remain or shall become (upon completion and final acceptance and approval by the CVRD) the property of the CVRD free and clear of any claim by Briarwood or any other person.
- 8.2 Upon completion and the CVRD's final approval and acceptance of the Upgrades, Briarwood shall:
- a) transfer the fee simple ownership of the Disposal Field Lands to the CVRD free and clear of all financial charges and encumbrances;
 - b) grant the CVRD a statutory right of way over such of the Briarwood Lands as is necessary to provide the CVRD with necessary access for the purpose of operating and maintaining all of the Upgrades, including the Briarwood Well such statutory right of way to be in a form and on terms that are acceptable to the CVRD and to be registered against title in priority to all financial charges and encumbrances and;
 - c) execute such further documents and provide such further assurances as are necessary to fulfill its obligations under this Article 8.

9.0 INDEMNITY

Except for the negligent or wilful acts or omissions of the CVRD, its officers, staff or agents, Briarwood's covenant to save harmless and effectually indemnify the CVRD against:

- 9.1 a) all actions, proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of construction of the Upgrades;

- b) all expenses and costs which may be incurred by reason of the construction of the Upgrades resulting in damage to any property owned in whole or in part by the CVRD or which the CVRD by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
- c) all expenses and costs which may be incurred by reason of liens, non-payment of labour or materials, Workers Compensation assessments, unemployment insurance, Federal and Provincial Taxes, or similar charges.

10.0 WAIVER

- 10.1 Briarwood hereby releases, waives and forever discharges the CVRD from and against any claim, action, or cause of action, whether based in contract, tort or equity, in respect of any damages or losses, or for the recovery of costs incurred, including legal expenses, or for unjust enrichment, in connection with the provisions of this Agreement and the obligations of Briarwood hereunder to contribute to the cost of the Upgrades, and specifically including any claim or entitlement to receive latecomer fees or charges under section 939 of the *Local Government Act*.

11.0 LEGAL COSTS

- 11.1 Briarwood and CVRD shall each pay their own legal costs to prepare this agreement.

12.0 NO FETTERING

- 12.1 Nothing in this Agreement shall fetter the discretion of the CVRD Board in relation to the exercise of any of its powers, duties or functions under the *Local Government Act*.

13.0 TIME

- 13.1 Time is to be the essence of this Agreement

14.0 BINDING EFFECT

- 14.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

15.0 WAIVER

- 15.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

16.0 HEADINGS

- 16.1 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

17.0 LANGUAGE

- 17.1 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

18.0 CUMULATIVE REMEDIES

- 18.1 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or equity.

19.0 LAW APPLICABLE

- 19.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

20.0 RELATIONSHIP OF PARTIES

- 20.1 No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.

21.0 AMENDMENT

- 21.1 This Agreement may not be modified or amended except by the written agreement of the parties.

22.0 INTEGRATION

- 22.1 This Agreement contains the entire agreement and understanding of the parties with respect to the matters contemplated by this Agreement and supersedes all prior and contemporaneous agreements between them with respect to such matters.

23.0 SURVIVAL

- 23.1 All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.

24.0 NOTICE OF VIOLATIONS

- 24.1 Each party shall promptly notify the other party of any matter that is likely to continue to give rise to a violation of its obligations under this Agreement.

25.0 DISPUTE RESOLUTION

- 25.1 If Briarwood and the CVRD do not agree on any matter relative to the design and construction of the Upgrades then such dispute shall be forthwith referred in the first instance to Genivar Consulting Ltd. for mediation and, in conjunction with such referral, all relevant financial and construction and design specifications information shall be provided by the Briarwood and the CVRD to Genivar consultants for the purposes of such mediation. If Genivar consultants cannot mediate and resolve the matter on an amicable basis between the parties within thirty (30) days after the reference to them, the items in dispute shall be referred to a single arbitrator under the Commercial Arbitration Act (British Columbia), whose decision shall be final and binding on the parties and any such arbitration will be governed by the rules for domestic commercial arbitration of the BC International Commercial Arbitration Centre, except that the arbitration shall be held in Victoria, BC.

26.0 ENTIRE AGREEMENT

- 26.1 The whole agreement between the parties is set forth in this Agreement and no representations, warranties or conditions express or implied, have been made other than those expressed herein.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

BRIARWOOD ESTATES LTD.

by its authorized signatory(ies)

Name

Name

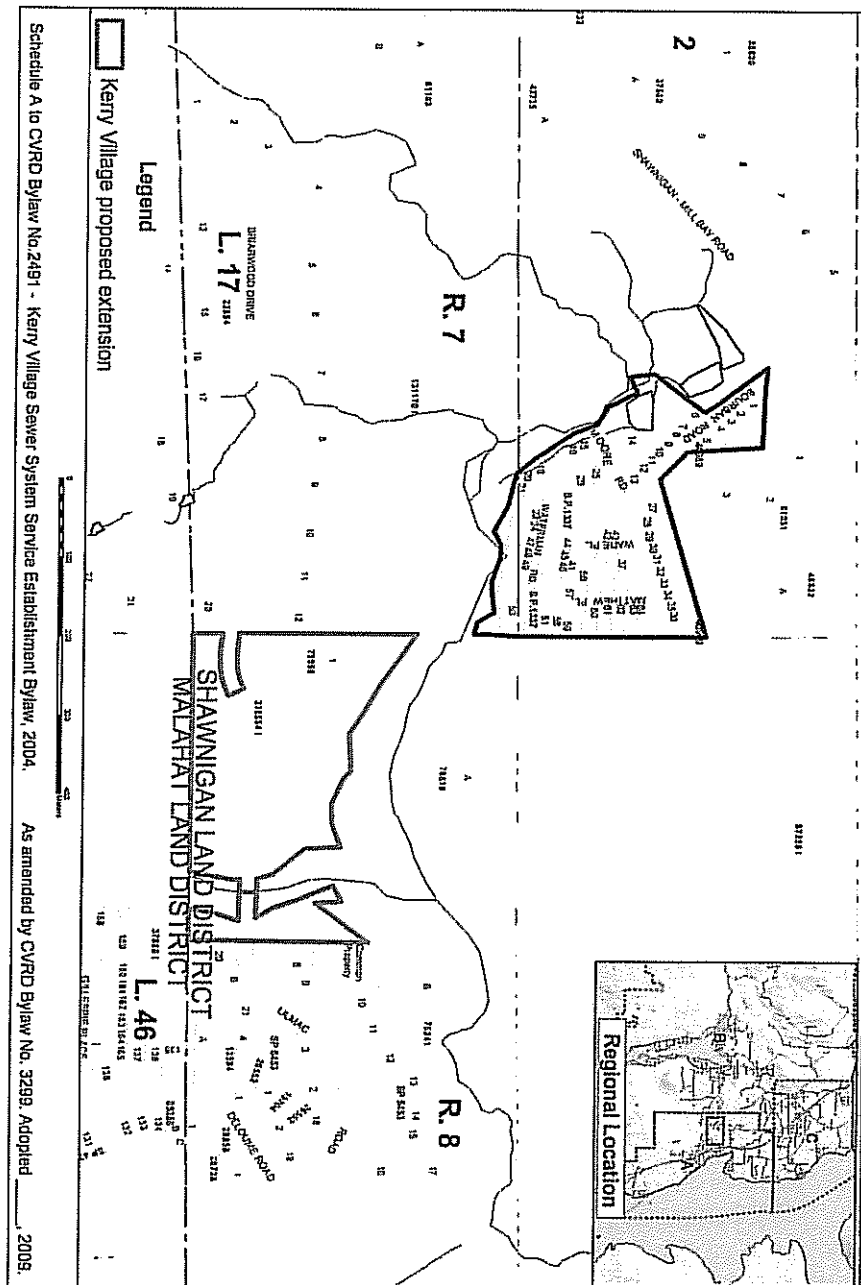
**COWICHAN VALLEY
REGIONAL DISTRICT**

by its authorized signatories:

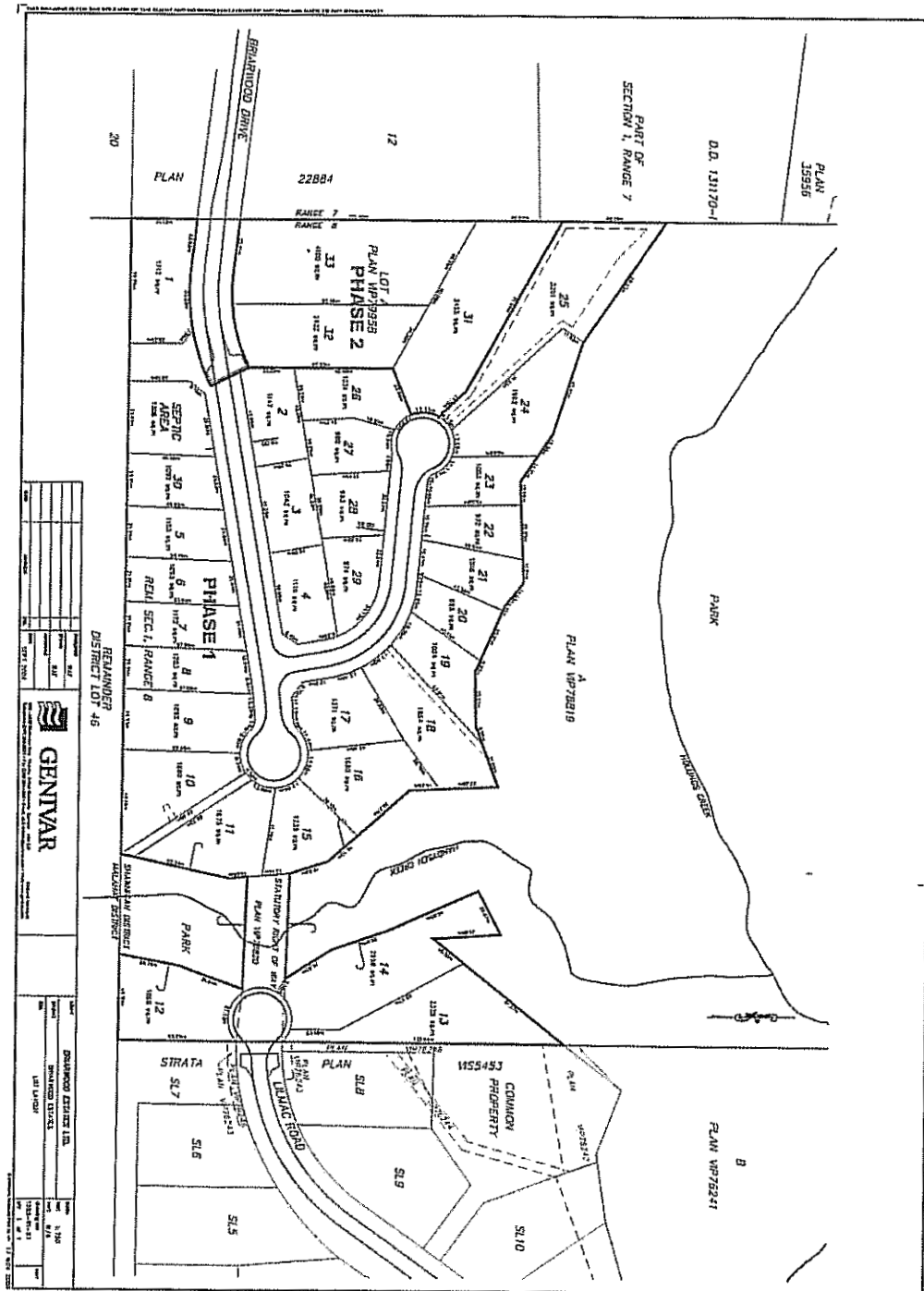
Gerry Giles, Chair

Joe Barry, Corporate Secretary

SCHEDULE "A" SITE PLAN



SCHEDULE "A" SUBDIVISION PLAN



SCHEDULE "B"**THE UPGRADES WORKS**

- Briarwood to prepare and submit the Registration for Discharge and operation plan to the CVRD for submission to the Ministry of Environment, for expansion of the Kerry Village Sewer Utility, increasing the sewage flows and all infrastructure upgrades required to raise the level of sewage treatment to Class A standards.
- Briarwood to provide all upgrades to the existing sewage treatment system to achieve Class A effluent quality for a combined total of 97 lots, including design and construction of new Rapid Infiltration Basins located in the proposed Disposal Field Lands of the new development.
- Briarwood to meet all requirements for a new well source, and to obtain source approval from the Vancouver Island Health Authority.
- Briarwood to obtain construction approval for all waterworks.
- Briarwood to provide all water and sewer servicing infrastructure, including pumps, controls and mainlines for the proposed 33-lot subdivision; as well as all upgrades or construction as necessary to provide interconnects and pipe works to accommodate the new servicing configuration, which will include the Kerry Village Strata Lands.
- Briarwood is required to replace the existing water treatment system with a CVRD-approved Treatment System, and provide a fire pump that provides design fire flows to the Service Area, complete with an auxiliary power source.
- Briarwood is to supply 33 Sensus TRPL water metres, $\frac{3}{4}$ by $\frac{5}{8}$, complete with MXU's, to the CVRD.



STAFF REPORT

R3

ENGINEERING AND ENVIRONMENTAL SERVICES COMMITTEE MEETING OF NOVEMBER 25, 2009

DATE: November 18, 2009 **FILE NO:** Bylaw 2108
FROM: Kathleen Milward, Environmental Technologist
SUBJECT: Bylaw No. 2108 Amendment – Solid Waste Management and Regulation Charges.

Recommendation:

That CVRD Bylaw No. 3339 – Solid Waste Management Charges and Regulations Amendment Bylaw, 2009 be forwarded to the Board for consideration of three readings and adoption.

Purpose: To outline proposed amendments to Bylaw No. 2108 (Solid Waste Management and Regulations Charges) including a \$5/tonne increase in tipping fees for garbage, changing the definition of electronic waste to a recyclable material, and introducing the new requirement for the double-bagging of sewage screenings.

Financial Implications: Increased tipping fees for garbage will result in estimated additional revenue of \$140,000 in 2010.

Interdepartmental/Agency Implications: None at this time

Background:

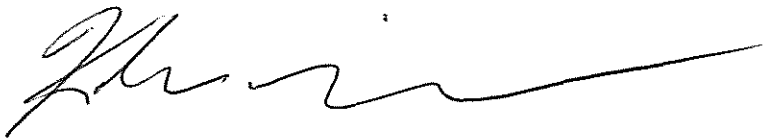
Implemented in 2000, CVRD Bylaw No. 2108 regulates the disposal of solid waste at CVRD waste management facilities. This proposed amendment will reflect an increase in refuse tipping from \$130.00 per tonne to \$135.00 per tonne, effective January 1, 2010. This increase is necessary in order to reduce the amount requisitioned from taxes in the 2010 solid waste budget. It is also worthy of mention that the Capital Regional District and Regional District of Nanaimo have also recently implemented similar tipping fee increases.

Another update to the bylaw includes the newly introduced requirement for the double-bagging of sewage screenings. Due to their strong odour, sewage screenings being accepted at Bings Creek Transfer Station will now be required to be contained in a double bag system to decrease the chance of spillage. Haulers are required to alert the scale house so that this waste can be dealt with immediately on the transfer station floor, avoiding accumulation of odours.

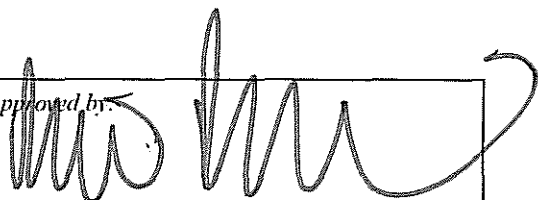
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The proposed amendment will also allow electronic products, or e-waste, to be accepted at all CVRD depots as a recyclable material. Under a proposed arrangement with Encorp Pacific (the provincial e-waste program administrator), all e-waste from the CVRD will be collected at no charge, resulting in a program that is neutral in terms of hard costs. E-waste will be offered within the 'one-stop-drop' framework for recycling convenience, but will not directly target the customers of e-waste recycling offered by private businesses. It is also worth noting that the Provincial e-waste program is proposed to expand in July 2010, to include an updated and lengthier list of electronic products accepted for recycling. Please see the attached table for a complete description of products proposed to be added to stewardship legislation.

Submitted by,



Kathleen Milward
Environmental Technologist

Approved by: 

Brian Dennison, General Manager
Engineering & Environmental Services

KM:jlb

Bath: Z:\ESMemos2009\Bylaw2108Amendment-Nov2509.doc



COWICHAN VALLEY REGIONAL DISTRICT

BYLAW No. 3339

A Bylaw to Amend Bylaw No. 2108 – Solid Waste Management Charges and Regulations Bylaw.

WHEREAS the Board of Directors of the Cowichan Valley Regional District established a scale of charges for its solid waste disposal facilities under the provisions of Bylaw No. 2108, cited as "CVRD Bylaw No. 2108 – Solid Waste Management Charges and Regulations Bylaw, 2000";

AND WHEREAS the Board deems it desirable and expedient to revise Schedule B - Charges For Solid Waste, Controlled Waste And Recyclable Materials;

NOW THEREFORE the Board of Directors of the Cowichan Valley Regional District, in open meeting assembled, enacts as follows:

1. CITATION

This Bylaw may be cited for all purposes as "CVRD Bylaw No. 3339 – Solid Waste Management Charges and Regulations Amendment Bylaw, 2009".

2. AMENDMENT

- a) Under Section 2 – Definitions, remove "*Electronic Products*" from "*Prohibited Waste*", and add under "*Recyclable Materials*".
- b) That the following be added to Section 3 – Conditions:
 - k) No person shall deposit *Sewage Screenings* at the disposal facility unless the *Sewage Screenings* are contained in a double bag system.
- c) That "SCHEDULE B" to Bylaw No. 2108 be deleted in its entirety and replaced with Schedule B attached hereto and forming part of this Bylaw.

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READ A FIRST TIME this _____ day of _____, 2009.

READ A SECOND TIME this _____ day of _____, 2009.

READ A THIRD TIME this _____ day of _____, 2009.

ADOPTED this _____ day of _____, 2009.

Chairperson

Corporate Secretary



SCHEDULE B

TO CVRD BYLAW NO. 2108

CHARGES FOR SOLID WASTE, CONTROLLED WASTE AND RECYCLABLE MATERIALS

1. The charge for depositing *Solid Waste, Controlled Wastes and Recyclable Materials* at the *Disposal facility* is:

ITEM	#	DESCRIPTION	IN-AREA CHARGE	OUT-OF-AREA CHARGE
REFUSE	1a	As measured by weight on the scale provided at the <i>Disposal facility</i> by the <i>CVRD</i> ; or	\$135.00/tonne	\$500.00/tonne
	1b	As a minimum charge for <i>Loads</i> weighing not more than 25 kilograms (55 pounds) and delivered by a <i>Vehicle</i> .	\$5.00/load	\$50.00/load
ASPHALT ROOFING	2	As measured by weight on the scale provided at the Bings Creek Solid Waste Management Complex <i>Disposal facility</i> by the <i>CVRD</i> .	\$110.00/tonne	Not Accepted
CFC APPLIANCES	3a	No charge for <i>CVRD</i> residents or non-profit groups for quantities up to 1 unit.	No Charge	Not Accepted
	3b	No charge for <i>CVRD</i> residents or non-profit groups for quantities greater than 1 unit if the units have had all CFCs removed by a certified professional and have been labelled as such.	No Charge	Not Accepted
	3c	Per unit charge for quantities greater than 1 unit if the units have not had CFCs removed.	\$15.00/unit	Not Accepted
COMMERCIAL ORGANIC WASTE	4	As measured by weight on the scale provided at the Bings Creek Solid Waste Management Complex <i>Disposal facility</i> by the <i>CVRD</i> .	\$95.00/tonne	Not Accepted
FLUORESCENT LAMP BALLASTS	5a	No charge for <i>CVRD</i> residents or non-profit groups for quantities up to 6 units weighing not more than 2 kilograms (4.4 pounds) each..	No Charge	Not Accepted
	5b	Commercial generator/collector fees will apply to units weighing greater than 2 kilograms (4.4 pounds) each.	\$5.00/unit	Not Accepted
FLUORESCENT TUBES	6a	No charge for <i>CVRD</i> residents or non-profit groups for quantities up to 12 units.	No Charge	Not Accepted
	6b	Commercial generator/collector fees: <ul style="list-style-type: none"> • Straight Fluorescent Lights (any length), U-Tubes and Compact Fluorescents • Mercury, High-Pressure and Sodium Vapour Lamps 	\$0.50/unit \$3.00 /unit	Not Accepted

..../2

ITEM	#	DESCRIPTION	IN-AREA CHARGE	OUT-OF-AREA CHARGE
GYPSUM BOARD OR DRYWALL	7	As measured by weight on the scale provided at the Bings Creek Solid Waste Management Complex <i>Disposal facility</i> by the <i>CVRD</i> .	\$180.00/tonne	Not Accepted
HOUSEHOLD/ DISPOSABLE BATTERIES	8a	No charge to <i>CVRD</i> residents or non-profit groups for quantities up to 24 units.	No Charge	Not Accepted
	8b	Commercial generator/collector fee (flat rate) will apply to a volume of material lesser than or equal to that which can be contained within a 23 litre (5 gallon) bucket.	\$120.00	Not Accepted
LUBRICATING OIL	9	No charge for <i>CVRD</i> residents or non-profit groups for quantities up to 20 litres.	No Charge	Not Accepted
NON-COMMERCIAL ORGANIC WASTE	10a	As measured by weight on the scale provided at the Bings Creek Solid Waste Management Complex <i>Disposal facility</i> by the <i>CVRD</i> ; or	\$95.00/tonne	Not Accepted
	10b	A minimum charge for <i>Loads</i> exceeding 23 litres (5 gallons) in volume, but weighing not more than 25 kg (55 pounds) and delivered by a <i>Vehicle</i> .	\$3.00/load	Not Accepted
	10c	For a volume of material lesser than or equal to that which can be contained within a 23-litre (5-gallon) bucket.	No Charge	Not Accepted
SCRAP LUMBER AND WOOD PRODUCTS	11	As measured by weight on the scale provided at the Bings Creek Solid Waste Management Complex <i>Disposal facility</i> by the <i>CVRD</i> .	\$85.00/tonne	Not Accepted
TIRE PRODUCTS	12a	No charge for <i>CVRD</i> residents or non-profit groups for quantities up to 4 units, per day, with an inner diameter not exceeding 43 centimetres (17 inches) each.	No Charge	Not Accepted
USED ANTIFREEZE	13	No charge for <i>CVRD</i> residents or non-profit groups for quantities up to 4 litres.	No Charge	Not Accepted

- The charge for depositing *Solid waste* that is not *Source-separated waste* at the *Disposal facility* is as outlined in Section 5 of this bylaw.
- In the event that the scales provided are not operational, or in the event of traffic congestion, or at the discretion of the *Engineer*, weights of *Loads* and *Small loads* shall be as estimated by the *Engineer* and a fee shall be charged as outlined in Section 1 above.
- Where the charge for depositing *Solid waste* at the *Disposal facility* is described under Section 4 of this bylaw, the charge payable shall be paid following the weighing of the empty *Vehicle* after the load is deposited and shall be based on the difference in weight between the loaded weight and the weight of the empty *Vehicle*.
- Notwithstanding Section 5 hereof, any person depositing *Solid waste* at the *Disposal facility* on a regular basis may apply in writing to the *CVRD* for credit and if the *Treasurer* is satisfied of the credit worthiness of the person, he or she may grant credit to that person, in which case payment of the charge imposed under Section 4 shall be made and the credit extended on the conditions of the application.

PROPOSED PRODUCTS TO BE ADDED IN ESABC PHASE II

Obligated Product Category	Product Definition	Products Included in Program	Products Not Included in Program
Computer Scanners	Desktop imaging equipment designed for use in conjunction with a personal computer or network system that converts hard copy data, such as text, photos, etc. into an electronic image or file.	Desktop or portable computer scanners	Floor standing drum scanners MRI equipment Cables or other accessories
Personal/Portable Audio/Video Playback and/or Recording Systems	A portable device used primarily for personal use, including: Docking speakers Portable stereos/ tape players/ radios Personal CD players Portable audio recorders Headphones MP3 players Solid-state voice recorders Digital cameras and video cameras/ camcorders	Portable AM/FM radios Portable stereos Portable tape players/recorders Portable Compact Disc (CD) players/ recorders MP3 players Docking speakers Portable Digital Video Disc (DVD) players/recorders Portable cassette or digital audio/voice recorders Headphones Mini earphones and microphones Digital and non-digital cameras Video cameras/ camcorders	Single-use or one-time use cameras Children's toy cameras Compact Discs (CDs) Digital Video Discs (DVDs) Commercial, Professional or industrial video cameras Cables or other accessories
Home Audio/Video Playback and/or Recording Systems	Audio and video playback and/or recording systems (mini/midi/full size) or system components intended for residential use but may also be used for institutional commercial or	<ul style="list-style-type: none"> • AM/FM Radios • Clock radios • Video cassette Recorders (VCRs) • Digital Video recorders (DVRs) 	<ul style="list-style-type: none"> • Industrial/ commercial quality amplifiers, speakers and related equipment used for musical performances

	<p>industrial applications including:</p> <p>Audio equipment</p> <ul style="list-style-type: none"> - Amplifiers - Receivers - Speakers - CD players (single and multi-disk units) - Radios - Turntables - Cassette and other tape players <p>Video Equipment</p> <ul style="list-style-type: none"> - Data/multi-media projectors - VCRs - DVRs - PVRs - DVD Players - Laser Disc Players - Security cameras - Web cameras designed to connect to a computer system <p>Cable and Satellite TV Equipment</p>	<ul style="list-style-type: none"> • Personal Video Recorders (PVRs) • Digital Video Disk (DVD) players/recorders • Laser Disk players/recorders • Cable & satellite receivers, set-top boxes • Home stereo systems or components, including: <ul style="list-style-type: none"> - Amplifiers - Receivers - CD or tape decks - Turntables/Record players • Home speakers systems, including computer (multi-media) speakers • Other digital music recorders & players • Analog & digital video cameras for home security or other closed circuit use • Computer web cams for home institutional, commercial or industrial use 	<p>and/or public address systems</p> <ul style="list-style-type: none"> • Video gaming equipment that can also play +DVDs, etc. • Satellite dishes • Cables or other accessories • Karaoke machines • Alarm clocks and wall clocks
Vehicle Audio & Video Systems	<p>Aftermarket audio and video systems or system components intended to replace or supplement Original Equipment Manufacturers (OEM) factory-installed</p>	<p>Aftermarket vehicle audio & video components, including:</p> <p>In-dash CD and/or cassette players</p> <p>Amplifiers</p>	<p>Factory-installed audio and video equipment developed for imbedded use in motor vehicles of any type</p> <p>Navigation systems</p>

	systems or system components.	Equalizers Speakers Video displays	Cables or other accessories
Non-cellular Telephones and Answering Machines	A telecommunication device with a handset or headset that is used to transmit and receive sound (most commonly speech).	Telephones (corded and cordless, voip, satellite phones) Telephone line answering machines (cassette and digital)	Telecommunications equipment developed for imbedded use in motor vehicles of any type Commercial-grade "pay phones"
Cell Phones, PDAs and Pagers	Hand-held communication devices which accesses a cellular network for transmission of voice or data A cell phone Includes the rechargeable battery that may be connected to that cell phone	Cellular Phones Smart Phones Personal Digital Assistants Pagers	A wireless device that is functionally or physically part of a larger device or system designed and intended for use in a industrial, commercial or governmental setting Walkie Talkies Non-cellular compatible PDAs

NOTE: The product definitions employed above are subject to revision following the public consultation and in order to ensure ongoing harmonization with other provincial program definitions.



R4

STAFF REPORT

ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE MEETING OF NOVEMBER 25, 2009

DATE: November 17, 2009 **FILE NO:** 5330-30-ShellW
FROM: Gord Bonekamp, Senior Engineering Technologist
SUBJECT: CVRD Potential Takeover of the Shellwood Improvement District Water System

Recommendation:

That the Board provide first stage approval and authorize staff time to continue with the process of investigating takeover of the Shellwood Improvement District Water System, located in Electoral Area H – North Oyster/Diamond, as requested by Shellwood Improvement Trustees, subject to the following conditions and with the understanding that nothing is intended by this approval to fetter future CVRD Board decisions on required bylaws:

- All lands on which infrastructure works are located will be placed within registered Statutory Rights-of-way, using the CVRD's standard charge terms;
- A utility transfer agreement be executed between the CVRD and the owners;
- A review of the system be undertaken in order to address deficiencies in the water system;
- The owner of utility be willing to sell and/or transfer the system to the CVRD;
- A public consultation process regarding CVRD takeover be undertaken;
- A petition process be carried out and completed by at least 50% of the owners of parcels within the proposed service area with the total value of the parcels representing at least 50% of the net taxable value of all land and improvements in the service area.
- This list is not exhaustive and items may be added, deleted or altered prior to a formal agreement being executed

and further that an assessment of the system be carried out, funded to a maximum cost of \$15,000, with \$5,000 from the CVRD Feasibility Study Function and \$10,000 through a Provincial Feasibility Study Grant; and that, upon completion of a successful petition process, bylaws be prepared to create a service area for this utility.

Purpose: To provide first stage approval and authorize staff time to continue with the process of CVRD takeover of the Shellwood Improvement District Water System for the existing 28 single family residential customers, predominately in the Shellwood Road Area (Electoral Area H – North Oyster/Diamond).

Financial Implications: all costs to be borne by the owners.

Interdepartmental/Agency Implications: Establishment Bylaw preparation by Corporate Services staff.

.../2

Louise Knodel Joy

From: David Leitch
Sent: 17 November 2009 03:20 PM
To: Louise Knodel Joy
Subject: FW: Shellwood Improvement Water District

From: Val and Paul [mailto:pavaz@shaw.ca]
Sent: Monday, November 02, 2009 5:55 AM
To: David Leitch
Cc: Steve Mercer; Dunn P&J
Subject: Shellwood Improvement Water District

David,

Thankyou again for the info meeting and providing this group with options for consideration. As per our telephone conversation, Friday Oct 30/09, this e-mail confirms that Steve Mercer (chairman), spoke with M.Marcott at length, concerning possible use of gas tax grant monies in conjunction with the CVRD assuming control of our water district. She was supportive of us in asking for a feasibility study be undertaken by you and your department, to render to us a proposal for consideration for the CVRD to assume responsibilities and what those costs would be.

Thanks on behalf of the Shellwood group,

Paul Zarry
c 250 619 7111
250 245 4742
pavaz@shaw.ca



R5

STAFF REPORT

ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE MEETING OF NOVEMBER 25, 2009

DATE: November 3, 2009 FILE NO: 5600-30-FRW/09
FROM: Louise Knodel-Joy, Senior. Engineering Technologist
SUBJECT: Fern Ridge Water System Service Establishment Amendment Bylaw

Recommendation:

That it be recommended to the Board:

1. That the *Certificate of Sufficiency*, confirming that sufficient petitions requesting inclusion into the Fern Ridge Water System Service Area be received.
2. That the boundaries of the Fern Ridge Water System Service Area be amended to include "Lot 9, District Lot 107, Malahat District, Plan VIP32245 except plan 32821" and "Lot 12, District Lot 107, Malahat District, Plan 32245".
3. That "CVRD Bylaw No. 2994 – Fern Ridge Water System Service Establishment Bylaw, 2007", be amended to include Lot 9 and Lot 12, and that the amended bylaw be forwarded to the Board for consideration of three readings and adoption.

Purpose: To obtain approval to proceed with the extension to the boundaries of the Fern Ridge Water System Service Area to include two additional properties.

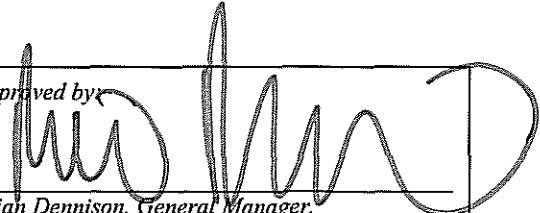
Financial Implications: New users brought into the service area will generate user fees, which will reduce overall charges to the existing customers. The property owners are responsible for all construction costs.

Interdepartmental/Agency Implications: A service amendment bylaw would require the approval of the service area voters before it can be adopted. In cases where a sufficient petition for services has been received, voter approval may be obtained by the Area Director consenting, in writing, to the adoption of the Bylaw. Engineering and Environmental Services are responsible for the operation and administration of this service. Valid and sufficient Petitions for Services have been received.

Background: These properties, described as "Lot 9, District Lot 107, Malahat District, Plan VIP32245 except plan 32821" and "Lot 12, District Lot 107, Malahat District, Plan 32245" have requested inclusion into the Fern Ridge Water System. Staff will revise the establishment bylaw to include the above noted Lots 9 and 12, prior to it being forwarded to the Board for three readings and adoption. Inclusion of these properties will require a watermain extension to be designed by an engineer, approved by the CVRD, Ministry of Transportation and Vancouver Island Health Authority and completed at the owner's expense. Both properties have indicated an interest in one lot subdivisions in the future.

Submitted by

Louise Knodel-Joy
Senior Engineering Technologist

Approved by 
Brian Dennison, General Manager,
Engineering and Environmental Services

LKJ:jlb

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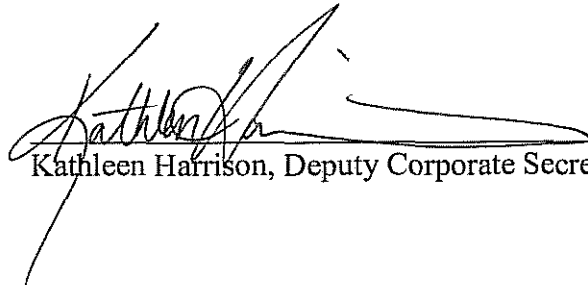


CERTIFICATE OF SUFFICIENCY

I hereby certify that the petition for inclusion in the *Fern Ridge Water System Service Area* is sufficient, pursuant to section 797.4 of the *Local Government Act*.

DATED at Duncan, British Columbia
this 9th day of November, 2009

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)
)
)


Kathleen Harrison, Deputy Corporate Secretary

Fern Ridge Water System Service Area

Total Number of Parcels requesting inclusion in the Service Area:	2
Net Taxable Value of All Land and Improvements of new Parcels:	\$725,900.00
Number of Valid Petitions Received:	2
Net Taxable Value of Petitions Received (Land and Improvements):	\$725,900.00



STAFF REPORT

R6

ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE MEETING OF NOVEMBER 25, 2009

DATE: November 18, 2009

FILE NO:

5330-20-AR

FROM: Louise Knodel-Joy, Senior Engineering Technologist

SUBJECT: Arbutus Ridge Water, Sewer and Drainage System Management Bylaws and Utility Transfer Agreement

Recommendation:

1. That it be recommended that the following bylaws be forwarded to the Board for consideration of three readings and adoption:
 - .1 CVRD Bylaw No. 3305 – Arbutus Ridge Water System Management Bylaw, 2009
 - .2 CVRD Bylaw No. 3306 – Arbutus Ridge Sewer System Management Bylaw, 2009
 - .3 CVRD Bylaw No. 3307 – Arbutus Ridge Drainage System Management Bylaw, 2009
 - .4 CVRD Bylaw No. 3308 – Arbutus Ridge Water Capital Reserve Bylaw, 2009
 - .5 CVRD Bylaw No. 3309 – Arbutus Ridge Sewer Parcel Tax Bylaw, 2009
 - .6 CVRD Bylaw No. 3310 – Arbutus Ridge Sewer Capital Reserve Bylaw, 2009
 - .7 CVRD Bylaw No. 3311 – Arbutus Ridge Sewer Parcel Tax Bylaw, 2009
2. That the Board accept the Utility Transfer Agreement between the CVRD and CRC Canadian Retirement Corporation and Strata Plan VIS 1601 for CVRD takeover of the sewer, water and drainage systems for the Arbutus Ridge Strata Corporation in Electoral Area C, and further that the Chair and Corporate Secretary be authorized to sign the Utility Transfer Agreement.

Purpose: To introduce bylaws for CVRD management of the Arbutus Ridge utility systems and to review the Utility Transfer agreement for CVRD takeover of the Arbutus Ridge water, sewer, and drainage systems.

Financial Implications: Not applicable

Interdepartmental/Agency Implications: not applicable.

Background:

The Utility Transfer Agreement will be distributed at the Committee meeting. Having been reviewed by the CVRD's attorney, it is now with CRC Canadian Retirement Corporation's attorney for final comment.

.../2

November 18, 2009

Staff Report to the Engineering and Environmental Services Committee

Page 2

Establishment and loan authorization bylaws for the above noted systems received three readings at the CVRD Board meeting of August 12, 2009, and are now being reviewed by the Province.

Submitted by,

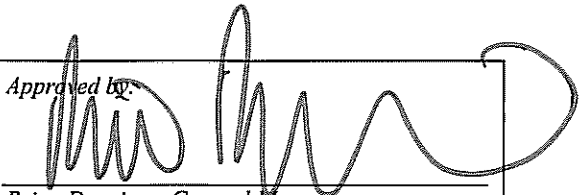


Louise Knodel-Joy, Senior Engineering Technologist
Water Management Division
Engineering & Environmental Services

LKJ:jlb

Bath: Z:\ESMemos2009\ArbutusRidgeManagementBylaws-Nov.2509.doc

Approved by:



Brian Dennison, General Manager
Engineering & Environmental Services



COWICHAN VALLEY REGIONAL DISTRICT

BYLAW NO. 3305

A Bylaw for the Regulation and Management of the Arbutus Ridge Water System

WHEREAS the Board of the Cowichan Valley Regional District established the Arbutus Ridge Water System Service Area under the provision of CVRD Bylaw No. 3286, cited as "CVRD Bylaw 3286 - Arbutus Ridge Water System Service Establishment Bylaw, 2009", for the purpose of providing water services to a defined portion of Electoral Area C – Cobble Hill;

AND WHEREAS it is deemed necessary and expedient that provisions be made for the regulation and management of the Arbutus Ridge Water System and for terms and conditions upon which water services may be provided, and for a tariff of charges for such services;

NOW THEREFORE the Board of Directors of the Cowichan Valley Regional District, in open meeting assembled, enacts as follows:

1. CITATION

This Bylaw may be cited for all purposes as "**Cowichan Valley Regional District Bylaw No. 3305 - Arbutus Ridge Water System Management Bylaw, 2009**".

2. DEFINITIONS

In this bylaw, unless the context otherwise requires:

"Allotment" means the maximum amount of water that may be used by a classification of user to which the minimum user charge for a specific billing period is applied.

"Applicant" means an owner or his agent making application for water services and from whom the District may expect to receive revenue on a continuing basis for this service.

"Arbutus Ridge Water System" means the water system currently servicing the *Arbutus Ridge Water System Service Area*, including all *District* water supply plants, intakes, wells, outlets, equipment, water storage tanks and reservoirs, water supply lines, pumping stations, watermains, appurtenances, water service connections, water meters and all other waterworks designated for the supply and distribution of water together with all other works related to the operation of the system, including electrical pumps and components, control systems and signal cable and all lands appropriated for such purposes and uses.

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"Arbutus Ridge Water System Service Area" means the service area established and defined by bylaw within which the **District** manages and operates a Community Water System.

"Building Service" means a water pipe extending from the property line to the plumbing system at the building or buildings on the subject property whether for domestic, or fire use.

"Capable of Connection" means that the parcel of land abuts a street, lane, public water right-of-way or easement, upon or under which there is a main water pipe with excess capacity and that the service connection will have adequate cover at the property line.

"Committee" means a standing committee, comprised of representatives from the **Regional Board**, which the Engineering and Environmental Services Department reports to.

"Consumer" means the **Owner** or occupant of property which is serviced by, connected to and uses District Water.

"District" means the Cowichan Valley Regional District.

"District Water" means water carried by the Arbutus Ridge Water System Service Area.

"Extension" means an extension to the main water pipe forming part of the Arbutus Ridge Water System.

"Main Water Pipe" means a pipe forming part of the public distribution system.

"Manager" means the person duly appointed General Manager of the Engineering and Environmental Services Department by the **Regional Board**, or his designate.

"Metered Water" means **District Water** supplied to **Consumers** through meters.

"Owner" means the person or persons holding a fee simple or equitable interest in land.

"Parcel Tax" means an annual tax levied on each parcel of land within the **Arbutus Ridge Water System Service Area** and as established by a separate bylaw.

"Private Water Supply System" means an assembly of pipes, fittings, valves, equipment and appurtenances that supplies water from a private source.

"Regional Board" means the Board of Directors of the Cowichan Valley Regional District

"Treasurer" means the person duly appointed Treasurer by the Regional Board, or his duly appointed delegate.

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"Unit" means an "area within" a building which is segregated and self-contained and, in the case of multiple units, the units may be owned or rented by different persons or organizations.

"Unmetered Fire Line" means a *Water Service* supplying *Unmetered Water* directly to *Consumers* for purposes of fire protection and does not include a watermain serving fire hydrants owned and maintained by the *District*.

"Unmetered Water" means *District Water* supplied to *Consumers* without the use of meters.

"Water Charges" means the charges set out in Schedules A, B, C, D, E, F, and G to this Bylaw.

"Water Meter" means a device used for measuring water consumption and used for revenue purposes by the *District*.

"Water Rates" means the rates set out in Schedules A, B, C, D, E, F, and G to this Bylaw.

"Water Service" means the conduit connecting a watermain, which is part of the *Arbutus Ridge Water System*, to a building or buildings whether for domestic or fire purposes and such conduit shall consist of a *Water Service Connection* and a *Building Service*.

"Water Service Connection" shall mean the water pipe and its integral appurtenances that are placed (and generally at right angles thereto) from the watermain to near the *Owner's* property line or edge of statutory right-of-way and includes the curb stop and meter.

"Water Service Connection Charge" means the charges as set out in Schedule A.

3. ADMINISTRATIVE POLICY

1. (a) The responsibility for the construction, operation and maintenance of the *Arbutus Ridge Water System* is hereby vested in the *Manager* of Engineering Services who shall operate the same under the established policy of the *Regional Board*.
- (b) No construction, operation or maintenance work of any kind or nature not specifically authorized by this Bylaw shall be performed on the whole or any part of the *Arbutus Ridge Water System* except as authorized in writing by the *Manager*.
- (c) Ownership Of Water System - All water pipes, connections, appurtenances or facilities required for water distribution to the *Owner's* property line which are constructed, whether at the *Owner's* expense or *District* expense in present or future public highways or within *District* right-of-way or property, shall be the property of the *District*.

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2. (a) The **District** may supply **District Water** as circumstances, equipment and water supply permit.

(b) No **District Water** shall be supplied to any parcel of land or buildings outside of the **Arbutus Ridge Water System Service Area** except by special agreement with the **District**.

(c) All reasonable efforts will be made to ensure a supply of **District Water** to the consumer; however, the **District** does not guarantee to the **Consumer** an uninterrupted supply of **District Water** or that any standard of water pressure, water quantity or water quality will be met or maintained nor shall any failure to provide an uninterrupted supply of **District Water** or to meet any such standard be construed as neglect on the part of the **District**.
3. Any person authorized by the **Manager** shall have free access at all reasonable times, and upon reasonable notice being given to all parts of every building, chamber or other facility to which **District Water** is supplied, to inspect, observe, measure, sample and test any **Building Service** and its appurtenances within or without the building in order to ascertain whether or not the provisions of this bylaw are being obeyed.
4. (a) The **Manager** may upon reasonable notice shut off water within all or any part of the **Arbutus Ridge Water System**, however, in emergency situations, notice may not be given.

(b) The **District** is not liable for damages caused by the breaking of any **Water Service**, watermain or appurtenance.
5. In the event of water shortage, the **Manager** may prescribe restrictions on the consumption, hours of consumption, and use of **District Water**.
6. Any person(s) before proceeding with, or authorizing, any construction which is proposed to be located under, across or along any watermain or other water works forming part of the **Arbutus Ridge Water System** shall notify the **Manager** in writing of his intention to proceed with the same, and if, in the opinion of the **Manager**, it becomes necessary to support or relocate such watermain or other water works the cost of supporting or relocating the watermain or other water works shall be charged against that person and the **Manager** shall have the power to supervise and direct the supporting or relocating of such watermains or other water works.
7. Any person(s) who has proceeded with or who has authorized any construction which is located under, over, across or along any watermain or other water works forming part of the **Arbutus Ridge Water System** shall be liable for any damage caused by such construction. If the damage is not remedied to the satisfaction of the **Manager** in a reasonable time as determined by him, the **Manager** may have such damage repaired, upon giving notice to such person(s), and the cost of the repairs shall be borne by such person(s).

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4. WATER RATES, CHARGES AND REVENUES

1. (a) Revenues for the *Arbutus Ridge Water System* may be raised by *Water Rates*, *Water Charges* and *Parcel Taxes*.

(b) If in any fiscal year the revenues generated by the rates and charges set out in subsection (a) do not meet the expenditures of the *Arbutus Ridge Water System Service Area*, the deficit may be covered by a duly authorized increase in any or all of the charges set out in subsection (a) for the succeeding fiscal year.

(c) All revenue raised by the methods herein described or authorized shall be applied to the *Arbutus Ridge Water System*.
2. (a) *Consumers* of *Metered Water* shall be billed on the basis of their consumption of *District Water* and shall be charged *Water Rates* in accordance with Schedule B.

(b) *Consumers* of *Unmetered Water* shall pay the *Water Charges* set out in Schedule C.

(c) *Consumers* with *Unmetered Fire Lines* shall pay the *Unmetered Fire Line Rates* set out in Schedule D.

(d) Persons requiring the miscellaneous services set out in Part VII of this Bylaw shall pay the *Water Charges* set out in Schedule G for such services.

(e) No charge will be made for the volume of *Unmetered District Water* used for fire protection purposes or the testing of fire protection equipment.
3. (a) The Rates and Charges set out in Schedules A, B, C, D, E, F and G shall be subject to periodic review by the *Manager* and the Electoral Area Services *Committee* may make recommendations on the revision of the said Schedules to the *Regional Board*.

(b) Schedules A, B, C, D, E, F and G may be revised by Bylaws enacted by the *Regional Board*.

5. METERED WATER SERVICE

1. (a) All *Water Services* shall be metered unless otherwise directed by the *Manager*.

(b) All *Consumers* shall be responsible for providing suitable plumbing for the installation of a *Water Meter*.

(c) The *Water Meter* shall be installed on the *Water Service Connection* in a readily accessible location in close proximity to the property lines or location approved by the *Manager*.

(d) The rates shall be due and payable at the offices of the *District* on or before the date shown in Schedule E of this bylaw.

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- (e) When a new *Water Service Connection* is installed, the water rate levied shall be prorated in accordance with appropriate charges set out in Schedule B and shall be computed from the month following the month in which the *Water Service Connection* is completed or one month after the water application is completed.
 - (f) *Water meters* shall be installed, sealed, maintained, repaired and disconnected only by employees or agents of the *District*, or other persons duly authorized by the *Manager*.
 - (g) The *District* shall not be responsible for any damage to buildings or property occasioned by, or in the course of, the installation, maintenance, repair or disconnection of any *Water Meter* or *Water Service Connection* provided that reasonable care has been taken by the employees or agents of the *District*, or other persons duly authorized by the *Manager*, in the course of such installation, maintenance, repair or disconnection.
 - (h) Where a metered *Water Service* is in use, all *District Water* consumed on the property shall pass through the *Water Meter* authorized by the *District* for use on the property unless the water in question is authorized by this Bylaw for unmetered use.
 - (i) Where an *Unmetered Fire Line* is provided, no water shall be taken other than for fire protection or testing of the fire protection system unless authorized by the *Manager*.
 - (j) Only one *Water Meter* shall be installed on a *Water Service* whether the *Water Service* serves a single building or a number of buildings on a lot, parcel or block of land unless otherwise approved by the *Manager*. For the purposes of this section, each half of a semi-detached dwelling and each unit of street townhouses or street link houses is to be considered a single building.
 - (k) If a *Consumer* now receiving *Unmetered Water* requests that a *Water Meter* be installed on his building service, the *Manager* may, at his discretion, comply with such request with all related cost to be borne by the *Consumer*.
 - (l) At the time of applying for an Application for *Water Service*, the *Applicant* shall deposit an amount equal to the *Water Service Connection Charge* plus the *Manager's* estimated cost of providing the *Water Service Connection*.
2. (a) If the *Manager* directs that the *Water Meter* be installed in a meter chamber, the meter chamber shall be constructed and maintained by the *Consumer* in a manner satisfactory to the *Manager* and shall be kept accessible and safe to the employees or agents of the *District*.
- (b) The *Consumer* shall pump all water from the meter chamber if required by the *Manager*.

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- (c) The size of *Water Meters* to be installed shall be approved by the *Manager*.
 - (d) Unless otherwise approved by the *Manager*, no pipe connection shall be made to a *Water Service* other than after the outlet side of a *Water Meter*, except where required by the *Manager*, a properly valved and sealed by-passes around the *Water Meter* shall be provided by and at the expense of the *Consumer*.
 - (e) The *Manager* may replace the valve on the inlet side of a *Water Meter* with a full port corporation valve and install a full port corporation valve on the outlet side during the replacement of the *Water Meter*.
 - (f) *Consumers* shall immediately notify the *Manager* of any breakage, stoppage or irregularity in a *Water Meter* and/or a *Building Service* and/or the plumbing system or fixtures within the building or buildings.
3. (a) All *Water Meter* readings shall be performed under the co-ordination and control of the *Manager*.
- (b) *Water Meter* readings may be performed by duly authorized employees or agents of the *District* who must carry with them while performing *Water Meter* reading duties identification designating them as employees or agents of the *District*.
 - (c) *Consumers* shall provide to the duly authorized employees or agents of the *District* access to buildings, chambers or other facilities in which *Water Meters* are situated at all reasonable hours and shall facilitate such access in all reasonable ways.
 - (d) *Water Meters* shall be read annually, semi-annually, quarterly, bi-monthly, monthly or at any interval deemed necessary by the *Manager*.
 - (e) The *Treasurer* may estimate the quantity of water used by the *Consumer* since the date of the last accurate meter reading, or the last satisfactory estimate of consumption and bill the *Consumer* accordingly, under circumstances where:
 - (i) the *Water Meter* is broken, stopped or irregular;
 - (ii) the *Water Meter* or meter seal has been disconnected, altered or tampered with in any way;
 - (iii) the *Water Meter* has been incorrectly read;
 - (iv) the *Water Meter* reading has been incorrectly recorded;
 - (v) a *Water Meter* by-pass has been used or the by-pass seal has been disconnected, altered or tampered with;
 - (vi) the person duly authorized to do so has been unable to obtain a *Water Meter* reading;
 - (vii) it is deemed necessary by the *Treasurer* for any other circumstances.

- (f) Where the quantity of water used by a *Consumer* has been estimated pursuant to subsection (e), the *Treasurer* may at the time of the first accurate meter reading subsequent to such estimate make a new estimate of the quantity of water used by the *Consumer* and increase or decrease the billing to the *Consumer* accordingly.
 - (g) Under circumstances where it is in the opinion of the *Manager* expedient to allow a *Consumer* to run water continuously, the *Manager* may authorize such usage and in such cases the *Treasurer* may adjust the *Consumer's* metered billing to conform with the *Consumer's* normal pattern of water use.
4. (a) A *Consumer*, upon written application to the *Manager* may have his *Water Meter* tested.
- (b) Every application for testing shall be accompanied by a deposit of the fee for testing *Water Meters* set out in Schedule G.
- (c) If the *Water Meter* is shown by the test to measure the flow of water within AWWA specifications, the *Consumer* shall be charged the fee for the test set out in Schedule G and the deposit set out in Section 1 shall be credited against that charge.
- (d) If the *Water Meter* is shown by the test to measure the flow of water outside AWWA specifications, whether high or low, no fee shall be charged for the test, the *Consumer's* deposit shall be returned and the *Consumer's* water bill adjusted in an amount to be determined by the *Treasurer* and the *Water Meter* shall be replaced or repaired at the cost of the *District*.

6. WATER SERVICE CONNECTION

1. (a) A person desiring *District Water* and who owns or occupies a building(s) on lands within the *Arbutus Ridge Water System Service Area*, which abut a watermain that is a part of the *Arbutus Ridge Water System*, shall apply to have his building(s) connected to the watermain.
- (b) No connection shall be made to the *Arbutus Ridge Water System* until an Application for *Water Service* has been completed and approved by the *Manager*.
- (c) An Application for *Water Service* shall be completed on a form provided by the *Manager*, and the information shall be certified to be correct and signed by the *Applicant* or his agent, and shall be completed and approved at least three weeks prior to the date by which connection to the *Arbutus Ridge Water System* is requested, or as deemed a reasonable time by the *Manager*.

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- (d) Where a *Water Service Connection* is to be installed as part of an *Unmetered Fire Line*, or for any use other than single family residential use, or where the proposed *Water Service Connection* is greater than 25 mm in diameter, detailed plans of the *Water Service* or *Unmetered Fire Line* acceptable to the *Manager* shall be submitted with each Application for *Water Service*.
 - (e) An Application for *Water Service* shall be accompanied by a payment equal to the *Water Service Connection* charge plus a deposit in accordance with the conditions and requirements as set out in Schedule A. The deposit shall be applied against the actual cost of the *Water Service Connection* installation.
 - (f) The *Manager* may refuse approval of an Application for *Water Service* where, in his opinion, the *Arbutus Ridge Water System* may be adversely affected, where, in his opinion, there is insufficient water supply available or where a watermain does not abut the *Applicant's* lands.
 - (g) Every *Water Service Connection* shall be installed prior to installation of the *Building Service*. The *District* shall not be responsible for meeting the location or for connecting to an existing *Building Service* installed prior to the installation of the *Water Service Connection*.
2. An Application for *Water Service* must be completed prior to connecting the *Building Service* to the *Water Service Connection* for each separate *Water Service Connection* in housing developments built on lands subject to registered plans of subdivision where the *Water Service Connection* has been provided by the subdivider. The Application for *Water Service* will be issued at a charge set forth in Schedule A to the subdivider under these circumstances.
3. (a) Where the *Owner* of property wishes to re-use an abandoned *Water Service Connection* that previously served a building on the *Owner's* property, the *Owner* shall apply to re-use the *Water Service Connection* and such application shall require the inspection of the *Water Service Connection*. The *Owner* shall pay the inspection fee set out in Schedule A, expose the *Water Service Connection* and prepare it for inspection, and the *Manager* may, upon inspecting such *Water Service Connection*, refuse to allow the re-use of it if it is in the *Manager's* opinion defective. The *Manager's* opinion on this matter shall be final.
- (b) Where the *Manager* has deemed an abandoned *Water Service Connection* defective, the *Owner* shall apply for a new *Water Service Connection* and pay the charge or deposit as set out in Schedule A.

4. (a) **Building Services** shall be installed in accordance with the requirements of the British Columbia Plumbing Code, as amended from time to time, and shall be constructed by the **Owner** entirely at the **Owner's** expense.
- (b) The **Building Service** shall be maintained and repaired by the property **Owner** at his sole expense. Whenever a malfunction occurs in the **Building Service** or **Water Service Connection**, the **Owner** or occupier of the premises served shall first determine that the failure is not located in the **Building Service** before notifying the **Manager** who shall, as soon as practicable, arrange to have the **Water Service Connection** restored to serviceable condition.
5. (a) All work involved in the installation and maintenance of **Water Service Connections** shall be performed only by duly authorized employees or agents of the **District**.
- (b) Every **Water Service Connection** is to be laid, as nearly as practicable, in a generally straight line and at a right angle to the watermain.
- (c) Where the **Applicant** for a **Water Service Connection** indicates in his application a desired location for the **Water Service Connection**, the **Water Service Connection** will be located as indicated providing the proposed location is approved by the **Manager**.
- (d) Where the **Applicant** for a **Water Service Connection** does not indicate in his application a desired location for the **Water Service Connection**, the **Water Service Connection** will be located as determined by the **Manager** and if the **Applicant** subsequently requires a relocation of the **Water Service Connection**, such relocation shall be at the expense of the **Applicant**.
- (e) No **Water Service** shall be installed in, over or across the property of another person or located on an easement in favour of one **Owner** to another except by the written consent of the **Owners** concerned and the approval of the **Manager**.
- (f) Only one **Water Service** shall be installed for each lot, block or parcel of land unless otherwise approved by the **Manager**.
- (g) A **Water Service** shall be installed to each unit of semi-detached buildings, street townhouses and street link houses, except for townhouses registered under The Condominium Act.
- (h) Where more than one lot, block or parcel of land under separate ownership are served by a single **Water Service**, the **Manager** may order the affected **Consumers** to disconnect from the single **Water Service** and to conform to Item f above, and all costs including those for installing new **Water Service Connections** shall be borne by the **Consumers**.

6. When a *Consumer* requires the *Water Service Connection* to his land or premises to be replaced, the existing *Water Service Connection* shall be disconnected and the cost of disconnecting the *Water Service Connection* as set out in Schedule A, shall be borne by the *Consumer*.
7. When the *Manager* determines that a *Water Service Connection* is no longer required and can be abandoned, the *Water Service Connection* shall be disconnected at the watermain and the cost of the disconnection, as set out in Schedule A, shall be borne by the *Owner* of the lot, block or parcel of land for which the *Water Service Connection* served or was intended to serve or as otherwise directed by the *Manager*.
8. (a) The *Consumer* is responsible for the repair or replacement of a leaking or defective *Building Service* or appurtenance and if, after written notice, it is not remedied in reasonable time, the water supply may be temporarily interrupted until the necessary repairs are completed to the satisfaction of the *Manager* and the cost of such repair or replacement shall be borne by the *Consumer*.
- (b) The *Manager* may turn off or restrict the supply of water to any building in which any leaking or defective pipe, tap or fixture, or any cross connection exists and shall require that the pipe, tap or fixture be repaired or replaced by the *Consumer* in such manner as the *Manager* may approve before the water is turned fully on again.

7. USE OF WATER SERVICE FOR FIRE PROTECTION

1. (a) No person other than duly authorized employees or agents of the *District* or Local Fire Department shall operate or use any *District* or private fire hydrant.
- (b) The *Manager* may, by means of a "Hydrant Permit" issued by him, authorize the use of a specified *District* or private hydrant for a specified time under specified conditions, including the supervision of such use by the *Manager*, at the charges set out in Schedule F.
2. (a) The *Manager* may approve of the supply of *District Water* to *Consumers* within the *Arbutus Ridge Water System Service Area* who have *Unmetered Fire Lines* for fire protection purposes and such water may serve private fire hydrants, automatic sprinkler systems and standpipes.
- (b) An *Unmetered Fire Line* shall be separate from the domestic *Water Service*. An *Unmetered Fire Line* and *Water Service Connection* may be combined within a public road allowance or easement providing separation takes place within the public road allowance or easement and providing a valve is installed on each branch within the public road allowance or easement.

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- (c) An *Unmetered Fire Line* whether separate or combined with a domestic *Water Service* as in (b), shall be isolated to prevent back flow in accordance with the current British Columbia Building Code and the British Columbia Plumbing Code and other applicable regulations.
- (d) No *Private Water Supply System* shall be interconnected with the *Arbutus Ridge Water System*.
- (e) Private fire hydrants shall be maintained by the *Consumers* thereof to the satisfaction of the *Manager* and such *Owners* may be required from time to time to establish to the satisfaction of the *Manager* that such hydrants are sound, do not leak and are in good operating order.
- (f) *Unmetered fire lines* shall be utilized for no other purpose than fire fighting without written permission from the *Manager*.

8. MISCELLANEOUS SERVICES AND REQUIREMENTS

1. (a) The *Manager* shall at the request of a *Consumer* turn the *Consumer's* supply of *District Water* "off" or "on" and the *Consumer shall* pay a fee for this service as prescribed in Schedule G.
- (b) A *Consumer* who has had his supply of *District Water* turned off shall not be required to pay the *Water Charges* while such supply is turned off, provided the "water off" charges as described in Schedule G have been paid.
2. The *Treasurer* shall, upon written request in respect to each separate parcel of land or buildings, furnish any *Applicant* with a written verification showing the arrears of *Water Charges* due on, or in respect of, any parcel of land or buildings up to the date to which such water charges were last computed, the duration of the last billing period, and the net amount billed during that period.
3. In the event of a *Building Service*, an *Unmetered Fire Line* located on private property, or a private fire hydrant becoming frozen, the *Consumer* shall notify the *Manager* and shall take steps to have such *Building Service*, Fire Line or hydrant thawed. The repair costs for damages caused by the thawing operation shall be assumed by the *Consumer*.
4. (a) Anti-tampering devices shall be installed on hydrants when deemed necessary by the *Manager*.
- (b) Where anti-tampering devices are installed on hydrants in new developments such as industrial or residential subdivisions, the cost of purchasing, installing and maintaining such devices shall be borne by the developer or owner.

5. Plants, shrubs, trees, hedges, etc., fences and other structures shall not be so close to a meter box, hydrant or a valve box as to obstruct the siting of or the free access to, the operation of the hydrant, air relief, *Water Meter*, or the valve box by duly authorized employees or agents of the *District*.
6. A driveway shall be constructed no closer than 1 m from a hydrant.

9. BILLING & COLLECTING WATER RATES & WATER CHARGES

1. (a) All *Water Rates* and *Water Charges* shall be payable for water consumed and services provided and shall be due and payable when rendered.
- (b) Regular billings for *Water Rates* may be rendered annually, semi-annually, quarterly, bi-monthly, monthly or at any other periodic interval as set out in Schedule E, or as determined by the *Manager*.
- (c) The *Treasurer* may with reasonable notice advance or delay any regular billing of *Water Rates* or *Water Charges*.
- (d) To protect the *District* against potential losses from unpaid water billings, the *Treasurer* may, at his discretion, demand in writing, a security deposit by way of cash, certified cheque, letter of credit or guarantee from an *Owner* from whom delinquent charges and fees can not be applied to property taxes.
- (e) The amount of the security deposit shall be no less than an amount equal to a *Consumer's* estimated water bill for a period of 180 days.
2. All *Water Rates* or *Water Charges* set out in Schedule B and Schedule C are established in amounts that reflect a discount for prompt payment in the percentages set out in Schedule E.
3. (a) All water bills shall be distributed to the *Consumer* by ordinary, prepaid mail or by any other means as deemed expedient and necessary by the *Treasurer*.
- (b) *Water Rates* and *Water Charges* may at the discretion of the *Treasurer* be charged and billed to:
 - (i) the person requesting that water services be provided, or
 - (ii) the person in occupation of the building serviced by the *Arbutus Ridge Water System*, or
 - (iii) the *Owner* of the building served by the *Arbutus Ridge Water System*.

- (c) All *Water Rates* and *Water Charges* for services rendered to buildings having multiple units shall be charged and billed to the *Owner* of the property unless otherwise directed in writing by the *Treasurer*.
- (d) All *Water Rates* and *Water Charges* for services rendered to buildings registered under The Condominium Act shall be billed to the Condominium Corporation unless otherwise directed in writing by the *Treasurer*.
- (e) Payment may be made, with no additional service charge, by personal cheque through the mail, by personal cheque, cash or debit in person at the *District* office or at any location or via internet or telephone banking as directed by the *Treasurer*.

10. EXTENSIONS TO THE LOCAL SERVICE (WATER SUPPLY) AREA

1. (a) Applications and Fees:

Where, after a review of a request for servicing, the *Manager* has determined the need for an *Extension* to the *Arbutus Ridge Water System* in order to provide *District Water* to property located within the boundaries of the Arbutus Ridge Water System Service Area, the *Owner* of the property shall make written application for an *Extension* to the *Manager*.

The application shall be accompanied by the fee as set out in Schedule A.

(b) Approval:

Following a review of the proposed *Extension* of the *Arbutus Ridge Water System* the *Manager* shall advise the *Applicant* in writing if the *Extension* is approved or denied.

(c) Conditions:

An approved *Extension* to the *Arbutus Ridge Water System* may proceed provided the *Applicant* complies with the following conditions.

- i. The *Applicant* shall complete a *Water Service Connection* Application for each and every *Unit* or parcel of land to be serviced together with the applicable *Water Service Connection Charge*.
- ii. Where the *Manager* concludes the *Extension* will be undertaken by the *District*, the *Applicant* shall deposit with the *District* monies in the amount of the estimated cost of both the *Extension* and the required *Water Service Connection* as determined by the *Manager*.

- iii. Where the *Manager* grants a request by the *Applicant* for an *Extension* to be undertaken by others considered in the opinion of the *Manager* to be professionally competent, then the *Applicant* shall ensure that the work complies with the plans and specifications submitted by the *Applicant* and approved for construction by the *Manager*. Following completion of the *Extension* and other related work, the *Applicant* shall submit "As Constructed" drawings in a format acceptable to the *Manager* together with written verification that the completed work complies with the requirements of the *District*. The *Applicant* shall guarantee the work for a period of two years from the date this work is accepted by the *Manager*. The *Manager* may require certification of the above by a Professional Engineer registered in the Province of British Columbia.
- iv. The pipe size of the *Extension* shall not have less than a 150 mm inside diameter and shall include all appurtenances as determined by the *Manager* including but not limited to main line valving and fire hydrants. The *Manager* may allow a 100 mm inside diameter *Extension* on a cul-de-sac, which in the opinion of the *Manager* has fire protection.
- v. The point at which the *Extension* may connect to the *Arbutus Ridge Water System* shall be determined by the *Manager*.
- vi. The *Extension* to the *Arbutus Ridge Water System* shall extend to a point opposite the furthest boundary of the last property to be serviced by the *Extension* unless otherwise approved in writing by the *Manager*.
- vii. The final cost to the *Applicant* shall include all costs directly or indirectly associated with the *Extension* including, but not limited to the following items:
 - design
 - preparation of drawings, specifications and tender documents
 - approval applications to other agencies
 - survey and layout
 - legal fees
 - supervision and inspection
 - site restoration
 - upgrade of the Service Area to accommodate the proposed development.
 - testing, disinfection and sampling.

11. OFFENCES AND SANCTIONS

1. Every person who:
 - (i) hinders or interrupts, or causes or procures to be hindered or interrupted, the *District*, or any of its officers, contractors, employees or agents, in the exercise of any of the powers conferred by this bylaw;
 - (ii) lets off or discharges water so that the water runs to waste or useless out of the *Arbutus Ridge Water System* unless duly authorized to do so, in writing, by the *Manager*;

- (iii) being a consumer, tenant, occupant, or inmate of any house, building or other place supplied with water from the *Arbutus Ridge Water System*, lends, sells, or disposes of the water, gives it away, permits it to be taken or carried away, uses or applies it to the use or benefit of another, or to any use and benefit other than his own, increases the supply of water agreed for, or improperly wastes the water;
 - (iv) without lawful authority, opens or closes or tampers with any hydrant, valve, curb stop or other appurtenances or obstructs the free access to any hydrant, valve, service box, chamber, pipe, or hydrant-chamber or other appurtenances, by placing on it any building material, rubbish, or other obstruction;
 - (v) throws or deposits any injurious, noxious or offensive matter into the water of the *Arbutus Ridge Water System*, or upon the ice, if the water is frozen, or in any way fouls the water or commits any damage, or injury to the works, pipes, or water, or encourages the same to be done;
 - (vi) removes or alters any *Water Meter* or meter seal or opens any *Water Meter* by-pass placed upon any building service or connected therewith, within or without any building or other place, so as to lessen or alter the amount of water registered;
 - (vii) lays or causes to be laid any pipe or main to communicate with any pipe or main of the *Arbutus Ridge Water System*, or in any way obtains or uses the water without the written consent of the *Manager*;
 - (viii) obstructs or refuses entry to any employee or agent of the *District* in the discharge of any duty under this Bylaw;
 - (ix) establishes, maintains or uses any connection to any part of the *Arbutus Ridge Water System* whereby foreign matter, non-potable water, or water from a *Private Water Supply System* may enter the *Arbutus Ridge Water System*;
 - (x) fails to notify the *Manager* of any breakage, stoppage or irregularity in any *Water Meter* for which he is responsible;
 - (xi) fails to obey any restriction on consumption, hours of consumption and use of water pursuant to Part II, Section 5; or
 - (xii) contravenes any section of this Bylaw, is guilty of an offence and on summary conviction is liable to a fine of not more than \$2,000.00 or may be imprisoned, without the option of a fine, for a term of not more than one month.
2. In addition to all other sanctions and remedies provided in this bylaw, the *Manager* may turn off or restrict the supply of water to any *Consumer* where such *Consumer* has violated any of the provisions of this bylaw and may refuse to restore normal service until the violation complained of has been terminated or remedied.

3. That pursuant to the "Local Government Act", any rates, charges and/or fees which remain unpaid after December 31 in any year shall be deemed to be taxes in arrears on the property concerned, with interest on those taxes in arrears calculated in accordance the "Local Government Act".

12. REMAINDER OF BYLAW TO REMAIN INTACT:

In the event that any portion of this bylaw is declared *ultra vires* by a Court of competent jurisdiction, then such portion shall be deemed to be severed from the bylaw to the intent that the remainder of the bylaw shall continue in full force and effect.

READ A FIRST TIME this _____ day of _____, 2009.

READ A SECOND TIME this _____ day of _____, 2009.

READ A THIRD TIME this _____ day of _____, 2009.

ADOPTED this _____ day of _____, 2009.

Chairperson

Corporate Secretary



SCHEDULE A

TO CVRD BYLAW NO. 3305

WATER SERVICE CONNECTION CHARGES

1. Water Service Connection

.1 EXISTING LOT (permits servicing of one unit or building).

- (a) An application for *Water Service* shall be accompanied by a payment equal to the *Water Service Connection Charge* of:

19-mm diameter connection\$300.00
25-mm diameter connection\$300.00

plus a deposit in the amount of the *Manager's estimate* to complete such works. The above charges and deposit must be received by the Cowichan Valley Regional District before the work can be scheduled. The deposit will be applied against the actual cost of the *Water Service Connection* installation.

- (b) Where the *Water Service Connection* has been installed by the subdivider entirely at his cost and the *Water Service Connection Charge* for each connection has been prepaid, the *Applicant* for *Water Service* shall only be required to complete a Water Connection Application.

.2 EXISTING LOT TO BE SUBDIVIDED:

- (a) Lot presently serviced:

- *First lot exempt.....n/a
- Each additional lot created.....\$3,500.00

*Where the existing *Water Service Connection* is not utilized, the *Subdivider* will pay a *Water Service Connection Charge* of \$300.00

- (b) Lot not presently serviced:

- First lot.....\$300.00
- Each additional lot created.....\$3,500.00

- (c) Pre-installed Water Connection – where the *Water Service Connection* has been installed by the subdivider entirely at his own cost, but the *Water Service Connection Charge* has not been prepaid, then the *Applicant* for *Water Service* shall be required to complete a *Water Service Connection* Application and pay the *Water Service Connection Charge* of \$3,500.00.

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.3 WATER SERVICE CONNECTION TO ADDITIONAL UNITS OR BUILDINGS:

Where a ***Water Service Connection*** is to be installed to additional ***Units*** or buildings on an existing lot and the lot is:

(a) Vacant: First ***Unit*** or buildingn/a
(included under Sub-Section 1.1)

Each additional unit or building\$3,500.00

(b) Presently Occupied and Serviced

Each additional ***Unit*** or building\$3,500.00

2. Disconnection of a *Water Service Connection*

Where a ***Water Service Connection*** is to be abandoned and must be disconnected as determined by the ***Manager***, the cost to the ***Owner*** of the property serviced shall be based on the actual cost to complete the work required, **plus a 10% administration charge.**

3. Re-use of Abandoned *Water Service Connection*

Inspection fee of previously abandoned or disused ***Water Service Connection***: \$50.00

4. Extension to Service Area

Where an ***Extension*** to the ***Arbutus Ridge Water System*** is required, the ***Owner*** of the property to be serviced shall, upon application for an ***Extension***, pay the fee as calculated below:

.1 Applications to Serve Residential Developments:

- A fee of \$500.00 plus \$50.00 per dwelling unit to be created by the development.

.2 Applications to Serve Industrial and Commercial Developments:

- A fee of \$500.00 plus \$100.00 per hectare (or part thereof) of land proposed to be serviced.



SCHEDULE B

TO CVRD BYLAW NO. 3305

METERED WATER RATES AND CHARGES

Water Rates and Charges

The *Consumer* of *District Water* supplied through *Water Meters*, shall pay the minimum charge set out in subsection (b) below. A 10% discount will be applied for timely payment.

Water Rates and Charges per Classification per six (6) month period:

CLASSIFICATION	USER CHARGES	
	Water Use	Charge
<u>Group A</u>		
- Single Family Dwelling – Per Dwelling	0 – 200 m ³	\$ 163.00
- Laundromat: Minimum charge for each washing machine	201-300 m ³	\$ 163.00 + \$1.25 per m ³ over 200 m ³
- Elementary/Middle School: Minimum charge per 20 students or portion thereof	301-400 m ³	\$ 288.00 + \$1.85 per m ³ over 300 m ³
	Over 400 m ³	\$ 473.00 + \$2.50 per m ³ over 400 m ³
<u>Group B</u>		
- Apartment/Suite – Per Unit	0 – 160 m ³	\$ 122.25
- Mobile/Modular Home Park – Per Unit	161-240 m ³	\$ 122.25 + \$1.25 per m ³ over 160 m ³
	241-320 m ³	\$ 222.25 + \$1.85 per m ³ over 240 m ³
	Over 320 m ³	\$ 370.25 + \$2.50 per m ³ over 320 m ³
<u>Group C</u>		
- Commercial - Minimum charge for each 10 employees or portion thereof per shift	0 – 130 m ³	\$ 97.80
	131-200 m ³	\$ 97.80 + \$1.25 per m ³ over 130 m ³
	200-260 m ³	\$ 179.05 + \$1.85 per m ³ over 195 m ³
	Over 260 m ³	\$ 299.30 + \$2.50 per m ³ over 260 m ³
<u>Group D</u>		
- Continuing Care Facility: Minimum charge for <u>each</u> bed	0 – 100 m ³	\$ 81.50
	101-150 m ³	\$ 81.50 + \$1.25 per m ³ over 100 m ³
	151-200 m ³	\$ 144.00 + \$1.85 per m ³ over 150 m ³
	Over 200 m ³	\$ 236.50 + \$2.50 per m ³ over 200 m ³

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CLASSIFICATION	USER CHARGES	
	Water Use	Charges
Group E		
- RV Trailer Park/Campground: Site Connected to Sewer: Per serviced pad or site	0 – 67 m ³	\$ 54.33
	68-100 m ³	\$ 54.33 + \$1.25 per m ³ over 67 m ³
- Restaurant: per 10 seats or patrons, or portion thereof	101-133 m ³	\$ 95.58 + \$1.85 per m ³ over 100 m ³
- Hotel/Motel: per housekeeping unit	Over 133 m ³	\$ 156.63 + \$2.50 per m ³ over 133 m ³
Group F		
- Bed & Breakfast/Rooming House: includes the minimum charge for a single family dwelling unit as defined in Group A above, plus a minimum charge per each Guest Room	0-40 m ³	\$ 32.60
	41-60 m ³	\$ 32.60 + \$1.25 per m ³ over 40 m ³
	61-80 m ³	\$ 57.60 + \$1.85 per m ³ over 60 m ³
	Over 80 m ³	\$ 94.60 + \$2.50 per m ³ over 80 m ³
Group G		
- RV Trailer Park/Campground:	0-20 m ³	\$ 16.30
- Site not Connected to Sewer: Per pad or site	21-30 m ³	\$ 16.30 + \$1.25 per m ³ over 20 m ³
	31-40 m ³	\$ 28.80 + \$1.85 per m ³ over 30 m ³
	Over 40 m ³	\$ 47.30 + \$2.50 per m ³ over 40 m ³
Group H		
- School: Minimum charge per 20 students or portion thereof	0 – 270 m ³	\$ 203.75
	271-405 m ³	\$ 203.75 + \$1.25 per m ³ over 270 m ³
	406-540 m ³	\$ 372.50 + \$1.85 per m ³ over 405 m ³
	Over 540 m ³	\$ 622.25 + \$2.50 per m ³ over 540 m ³
Group I		
- Hotel/Motel: Per Room or Suite	0 – 50 m ³	\$ 40.75
	51-75 m ³	\$ 40.75 + \$1.25 per m ³ over 50 m ³
	76-100 m ³	\$ 72.00 + \$1.85 per m ³ over 75 m ³
	Over 100 m ³	\$ 118.25 + \$2.50 per m ³ over 100 m ³
Group J		
- Licensed Premises: Per 10 seats or patrons or portions thereof.	0 – 83 m ³	\$ 65.20
	84-125 m ³	\$ 65.20 + \$1.25 per m ³ over 83 m ³
	126-167 m ³	\$ 117.70 + \$1.85 per m ³ over 125 m ³
	Over 167 m ³	\$ 195.40 + \$2.50 per m ³ over 167 m ³
Group K		
- Golf Course: for potable water only. Based on 3.5% of total water system operating budget or minimum of.:		\$ 5,796.00
Other		
The minimum charge and the volume of water to be apportioned for a six (6) month period for other types of development that, in the opinion of the Manager , do not fall within the above classifications, shall be determined by the General Manager of Engineering and Environmental Services and his decision shall be final.		
Aggregate Allotment - Where more than one of the above classifications including " Other " is in use, or intended for use, then the applicable charges shall be applied to each and every classification		

UNDETECTED LEAKS:

User Charges will be adjusted on a one-time forgiveness basis, where an undetected leak on the consumer's property has resulted in water usage greatly exceeding typical usage of water, according to the applicable classifications(s), and there is no indication that water was knowingly allowed to run to waste. Additionally, a cap of \$1,500.00 per owner is in place for subsequent leaks after the first "forgiveness" of a water overage charge. Written verification from the *Consumer* describing the nature of the leakage and the action taken to rectify the problem must be received by the *Manager* before the one-time forgiveness will be granted. The leakage problem must be rectified by the *Consumer* within 30 days upon discovery, or notification of the problem.

USER CLASSIFICATION DESCRIPTIONS

Single Family Dwelling: Applies to any connection servicing a single segregated self-contained residential dwelling used for, or intended for the domestic use of one or more individuals as a single housekeeping unit with cooking, living, sleeping and sanitary facilities including, but not limited to a townhouse, semi-detached, residential home, duplex and a cabin.

Apartment: Applies to any connection servicing a multiple occupancy residential building(s) with self-contained and segregated units consisting of two or more rooms used for, or intended for the domestic use by one or more individuals as a single housekeeping unit with cooking, living, sleeping and sanitary facilities.

Mobile/Modular Home Park: Applies to a connection servicing land used or occupied for the purposes of providing space for the accommodation of mobile homes either on a rental or ownership basis. A mobile home means any structure containing one dwelling whether ordinarily equipped with wheels, or not, that is designated, constructed or manufactured to be moved from one place to another by being towed, or carried, but not including travel trailers, campers, or other vehicles exempt from the provisions of the Mobile Home Act.

RV Trailer Park/Campground: Applies to any connection servicing land used, temporarily occupied for the purpose of providing space for the accommodation of recreational vehicles or recreational structures. A recreational vehicle or recreational structure means a vehicle, trailer, coach, tents, structure, or conveyance designed to travel, or be transported on a highway and constructed and equipped to be used as temporary living or sleeping quarters for travellers.

Where individual spaces for the above accommodations are connected directly to a *Sanitary Water* disposal system, the minimum charge shall be based on the charges set forth in the applicable schedule(s).

Where individual spaces or sites are not serviced directly by an individual and/or separate *Sanitary Water* disposal system, but have the use of common or centrally located sanitary facilities, the minimum charge shall be based on the charges set forth in the applicable schedule(s).

Hotel/Motel: Applies to any connection servicing a building or structure that contains sleeping units for the overnight accommodation of transient paying guests. Auxiliary assembly, commerce, entertainment, or restaurant uses as well as areas licensed to service alcoholic beverages and staff accommodation shall pay the charges according to the classification set forth in the applicable schedule(s).

Where units contain cooking facilities, the minimum charge shall be based on the charges set forth in the applicable schedule(s) per housekeeping or kitchenette unit.

Where units contain sleeping and sanitary facilities only, the minimum charge shall be based on the charges set forth in the applicable schedule(s) per room or suite.

Restaurant: Applies to any connection servicing a building or structure, or segregated self-contained unit used for, or intended to be used for, the commercial sale of refreshments, prepared or assembled food, and/or meals together with non-alcoholic beverages for sale to the public.

Licensed Premises: Applies to the connection servicing a licensed beverage establishment as governed by the Liquor Licensing Board of British Columbia, and includes, but is not limited to pubs, restaurants, eateries, lounges, cafeterias and private clubs where alcoholic beverages are served.

Laundromat: Applies to a connection servicing a building, self-contained unit, or separately owned business entity where washing machines are available for public use for a fee or charge.

Commercial: Applies to a connection servicing a complex, facility, or parcel of land used to manufacture, sell, repair goods, or provide a service including, but not limited to retail stores, offices, convenience store, service establishment, and light industrial.

Elementary School and High School: Applies to a connection servicing an institution of learning, or teaching facility, as defined by the School Act.

Continuing Care Facility: Applies to a connection servicing a multiple occupancy complex providing long-term care, and living accommodations that include residents requiring full-time professional care, including living, sleeping, cooking, and sanitary facilities, but not including an acute care facility.

Bed & Breakfast: Applies to any connection servicing a single family dwelling, with an accessory use for overnight accommodation for transient paying guests in which breakfast is the only meal served.

Rooming House: Applies to any connection servicing a single family dwelling with an accessory use of rooms for rent by individuals for living and sleeping, but with common cooking and sanitary facilities shared by the occupants.

Golf Course: For potable water usage only.



SCHEDULE C
TO CVRD BYLAW NO. 3305
UNMETERED WATER CHARGES

Water Rates:

The *Consumer of Unmetered District Water* shall pay the charges set out below.

Water Rates and Charges per Classification per six (6) month period:

	<u>Charge</u>
<i>Single Family Dwelling:</i>	\$163.00
<i>Apartment/Suite</i>	\$122.25
<i>Mobile Home Park:</i>	\$122.25
<i>RV Trailer Park/Campground:</i>	
<u>Site Connected to Sewer:</u> per serviced pad or site.	\$54.33
<u>Site Not Connected to Sewer</u> - per pad or site.	\$16.30
<i>Hotel/Motel:</i>	
a) <u>Room or Suite:</u> per room or suite.	\$40.75 -
b) <u>Kitchenette or Housekeeping Unit:</u> per kitchenette or housekeeping unit.	\$54.33
<i>Restaurants:</i> Minimum charge for the first 10 seats or patrons or portion thereof	\$54.33
<u>Each additional 10 seats or patrons or portion thereof .</u>	\$54.33

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	<u>Charge</u>
<i>Licensed Premises:</i>	
Minimum charge for the first 10 seats or patrons or portion thereof .	\$65.00
Each additional 10 seats or patrons or portion thereof .	\$65.20
<i>Laundromat:</i>	
Minimum charge for each washing machine .	\$163.00
<i>Commercial:</i>	
Minimum charge for the first 10 employees or portion thereof per shift.	97.80
<u>Each additional 10 employees or portion thereof per shift .</u>	97.80
<i>Elementary/Middle School:</i>	
Minimum charge for the first 20 students or portion thereof .	\$163.00
<u>Each additional 20 students or portion thereof .</u>	\$163.00
<i>High School:</i>	
Minimum charge for the first 20 students or portion thereof .	\$203.75
<u>Each additional 20 students or portion thereof .</u>	\$203.75
<i>Continuing Care Facility:</i>	
Minimum charge for each bed	\$81.50
<i>Bed & Breakfast/Rooming House:</i>	
The minimum charge for such facility shall include the minimum charge for a single family dwelling unit plus a minimum charge for each and every guest room .	
a) Single Family Dwelling	\$163.00
b) Per guest room	\$32.60
c) Per Kitchenette or Housekeeping Unit:	\$54.33
<i>Golf Course:</i>	
Based on potable water – Based on 3.5% of total water system operating budget or minimum of.:	\$5,796.00

Other:

The minimum charge and the volume of water to be apportioned for a six (6) month period for other types of developments that, in the opinion of the **Manager**, do not fall within the above classifications shall be determined by the Manager of Engineering Services and his decision shall be final.

Aggregate Allotment:

Where more than one of the above classifications including "**Other**" is in use, or intended for use, then the applicable charges shall be applied to each and every classification.

Single Family Dwelling

Applies to any connection servicing a single segregated self-contained residential dwelling used for, or intended for the domestic use of one or more individuals as a single housekeeping unit with cooking, living, sleeping and sanitary facilities including, but not limited to a townhouse, semi-detached, residential home, duplex and a cabin.

Apartment:

Applies to any connection servicing a multiple occupancy residential building(s) with self-contained and segregated units consisting of two or more rooms used for, or intended for the domestic use by one or more individuals as a single housekeeping unit with cooking, living, sleeping and sanitary facilities.

Mobile/Modular Home Park:

Applies to a connection servicing land used or occupied for the purposes of providing space for the accommodation of mobile homes either on a rental or ownership basis. A mobile home means any structure containing one dwelling whether ordinarily equipped with wheels, or not, that is designated, constructed or manufactured to be moved from one place to another by being towed, or carried, but not including travel trailers, campers, or other vehicles exempt from the provisions of the Mobile Home Act.

RV Trailer Park/Campground:

Applies to any connection servicing land used, or temporarily occupied for the purpose of providing space for the accommodation of recreational vehicles or recreational structures. A recreational vehicle or recreational structure means a vehicle, trailer, coach, tents, structure, or conveyance designed to travel, or be transported on a highway and constructed and equipped to be used as temporary living or sleeping quarters for travellers.

Where individual spaces for the above accommodations are connected directly to a sanitary sewer disposal system, the minimum charge shall be based on the **Allotment** of water as set forth in the applicable schedule(s).

Where individual spaces or sites are not serviced directly by an individual and/or separate sanitary sewer disposal system, but have the use of common or centrally located sanitary facilities, the minimum charge shall be based on the **Allotment** of water as set forth in the applicable schedule(s).

Hotel/Motel:

Applies to any connection servicing a building or structure, which contains sleeping units for the overnight accommodation of transient paying guests. Auxiliary assembly, commerce, entertainment, or restaurant uses as well as areas licensed to service alcoholic beverages and staff accommodation shall pay the charges according to the classification set forth in the applicable schedule(s). .../4

Restaurant:

Applies to any connection servicing a building or structure, or segregated self-contained unit used for, or intended use for the commercial sale of refreshments, prepared or assembled food, and/or meals together with non-alcoholic beverages for sale to the public.

Licensed Premises:

Applies to a connection servicing a licensed beverage establishment as governed by the Liquor Licensing Board to British Columbia, and includes, but is not limited to pubs, restaurants, eateries, lounges, cafeterias and private clubs where alcoholic beverages are served.

Laundromat:

Applies to a connection servicing a building, self-contained unit, or separately owned business entity where washing machines are available to public use for a fee or charge.

Commercial:

Applies to a connection servicing a complex, facility, or parcel of land used to manufacture, sell, repair goods, or provide a service including, but not limited to retail stores, offices, convenience store, service establishment, and light industrial.

Elementary School and High School:

Applies to a connection servicing an institution of learning, or teaching facility, as defined by the School Act.

Continuing Care Facility:

Applies to a connection servicing a multiple occupancy complex providing long-term care, and living accommodations that include for residents requiring full-time professional care that include living, sleeping, cooking, and sanitary facilities, but not including an acute care facility.

Bed & Breakfast:

Applies to any connection servicing a single family dwelling, with an accessory use for overnight accommodation for transient paying guests in which breakfast is the only meal served.

Rooming House:

Applies to any connection servicing a single family dwelling with an accessory use of rooms for rent by individuals for living and sleeping, but with common cooking and sanitary facilities shared by the occupants.

Golf Course: For potable water usage only.



SCHEDULE D
TO CVRD BYLAW NO. 3305
UNMETERED FIRE LINES

(a) The *Consumers* with an *Unmetered Fire Line* shall pay the rates set out in subsection (b) below:

(b) Fire Line Size (mm)	Rates (dollars per month)
25 mm	3.00
38 mm	7.50
50 mm	12.00
75 mm	30.00
100 mm	48.00
150 mm	22.00
200 mm	96.00
300 mm	144.00



SCHEDULE E

TO CVRD BYLAW NO. 3305

METER READING DATES, DUE DATES AND DISCOUNTS

(a) **Meter Reading Dates and Due Dates**

Metered Water connections serving a residential property shall normally be read during regular CVRD business hours, biannually in the Spring and the Fall, as determined by the *Manager*, with the respective payments payable on the due date specified on the invoice.

Metered Water connections servicing *Consumers* with high usage and charges may normally be read during regular CVRD business hours quarterly each year, at the discretion of the *Manager* with the respective payment due as specified on the invoice.

In the event the last day of the month falls on a Saturday, Sunday, or Statutory Holiday, the due date shall then be the last business day before the Saturday, Sunday, or Statutory Holiday.

(b) **Transfer to Taxes**

Amounts remaining outstanding at the close of business on December 31 of each calendar year, shall be added to the property taxes and shall be deemed taxes in arrears on the property in question.



SCHEDULE F
TO CVRD BYLAW NO. 3305
HYDRANT PERMIT

The charge for drawing *District Water* from hydrants for purposes other than fire protection shall be as follows:

A deposit of \$300.00 per permit and refundable if the hydrant and appurtenances used in the opinion of the *Manager* have not been damaged.

The minimum charge shall be \$200.00 or the charge when the consumption rate is applied to the amount of water used whichever is the greater.

Consumption Rate:	\$4.00 per cubic metre
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A hydrant permit shall be permitted at the discretion of the *Manager*.

The *Manager* shall determine and designate which hydrant, if any, shall be used.

Only the designated hydrant may be used unless otherwise approved by the *Manager*.

The *Manager* reserves the right to terminate the use of the hydrant permit at any given time.

Where the actual amount of water used is unknown, the *Manager* may estimate the quantity used and charge accordingly.



SCHEDULE G
TO CVRD BYLAW NO. 3305
MISCELLANEOUS CHARGES

1. Testing of *Water Meter*

An application for testing the *Water Meter* shall be accompanied by a deposit in the amount of: \$50.00

2. Charge to Customer

Where the *Water Meter* is found to measure the flow of water accurately:\$50.00

3. Turning *Water Service* on each time: \$25.00

Turning *Water Service* off each time: \$25.00

Note:

The charges for "turn on" or "turn off" shall **not** be levied where:

1. it is necessary to interrupt the supply of water so as to permit the consumer to correct faults on the building service.
2. the water is to be "turned on" for newly installed or water service connection.



SCHEDULE H
TO CVRD BYLAW NO. 3305
FLAT RATE CHARGE

A flat rate charge in the amount of \$0.893 per day will be invoiced in January 2010 for each single-family dwelling within the Arbutus Ridge Water System Service Area for the period of the CVRD "takeover" date until December 31, 2009.

A flat rate charge in the amount of \$31.759 per day will be invoiced in 2009 for the golf course property.

Properties within the service area without homes will not be charged for service in 2009.



COWICHAN VALLEY REGIONAL DISTRICT

BYLAW NO. 3306

A Bylaw for the Regulation and Management of the Arbutus Ridge Sewer System

WHEREAS the Board of the Cowichan Valley Regional District established the Arbutus Ridge Sewer System Service Area under the provision of CVRD Bylaw No. 3288, cited as "*CVRD Bylaw 3288 - Arbutus Ridge Sewer System Service Establishment Bylaw, 2009.*" for the purpose of providing services to a defined portion of Electoral Area C – Cobble Hill;

AND WHEREAS it is deemed necessary and expedient that provisions be made for the regulation and management of the Arbutus Ridge Sewer System, and for terms and conditions upon which sewer services may be provided, and for a tariff of charges for such services;

NOW THEREFORE the Board of Directors of the Cowichan Valley Regional District, in open meeting assembled, enacts as follows:

1. CITATION

This bylaw may be cited for all purposes as "**Cowichan Valley Regional District Bylaw No. 3306 - Arbutus Ridge Sewer System Management Bylaw, 2009.**"

2. DEFINITIONS

In this bylaw, unless the context otherwise requires:

"Air" means the atmosphere but, except in a *Sewer* or a *Sewage Facility* or as the context may otherwise require, does not include the atmosphere inside a constructed enclosure that is not open to the weather.

"Air Contaminant" means any *Substance* or odour whether gaseous, liquid, solid, or a combination that is emitted into the *Air* and that:

- (a) injures or is capable of injuring the health or safety of a person;
- (b) injures or is capable of injuring property or any life form;
- (c) interferes with or is capable of interfering with visibility;
- (d) interferes with or is capable of interfering with the normal conduct of business;
- (e) causes or is capable of causing material physical discomfort to a person, or,
- (f) damages or is capable of damaging the environment.

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"Applicant" means a request for one of the following:

- (a) a **Waste Discharge Permit**;
- (b) to amend, add or delete a term or condition of a **Waste Discharge Permit**;
- (c) to change the activity that is the subject of a **Waste Discharge Permit**;
- (d) to renew a **Waste Discharge Permit**;
- (e) an **Authorization**.

"Arbutus Ridge Sewer System" means the **Sewer** system currently servicing the **Arbutus Ridge Sewer System Service Area** including all **District** buildings, structures, sewage, collection, treatment, disposal facilities, equipment, electrical works, pumping stations, forcemains, **Sanitary Sewermains**, appurtenances, **Sewer Service Connections**, and all sewage works designated for the collection and disposal of sewage together with all lands appropriated for such purposes and uses.

"Arbutus Ridge Sewer System Service Area" means a service area established and defined by bylaw, within which the **District** manages and operates a Sewer System Service Area.

"Authorized" or **"Authorization"** means that **Authorization** in writing by the **Manager** upon such terms and conditions as specified therein;

"Biomedical Waste" means biomedical waste as defined in the "Guidelines for the Management of Biomedical Waste" established by the Canadian Council of Ministers of the Environment (CCME) and dated February 1992, or the most current regulations and guidelines as determined by the **Manager**.

"Biosolids" means treated municipal **Wastewater Sludge** that meets quality criteria for beneficial use as a fertilizer or soil amendment product.

"BOD" means Biochemical Oxygen Demand, being the quantity of oxygen utilized in the biochemical oxidation of organic **Substances** under standard laboratory procedures in 5 days at 20 degrees Celsius expressed in milligrams per litre, as determined by the appropriate procedure in **Standard Methods**.

"Capable of Connection" means that the parcel of land abuts a street, lane, public **Sewer** right-of-way or easement, upon or under which there is a **Sewermain** with excess capacity and that the **Sewer** service connection will have adequate cover at the property line, and drain towards the **Sewer**, and allowing the house or building to be connected to the service connection by either a gravity building **Sewer**, or a pump and forcemain.

"COD" means Chemical Oxygen Demand, being a measure of the equivalent of the organic matter content of a sample that is susceptible to oxidation by a strong chemical oxidant, as determined by the appropriate procedure in **Standard Methods**.

"Combined Sewer" means a **Sewer** designed for the collection and transmission of **Uncontaminated Water**, **Wastewater**, and **Stormwater**.

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"Committee" means a standing committee, comprised of representatives from the **Regional Board**, which the Engineering & Environmental Services Department reports to.

"Composite Sample" means a sample of **Waste** which is composed of equivalent portions of a specified number of **Grab Samples** collected manually or automatically at the same sampling point, at specified times or flow intervals during a specified sampling period.

"Condensed Water" means water, which is produced through the process of condensation and includes condensate drainage from refrigeration equipment, air conditioning equipment and steam heating systems.

"Consumer" means the owner or occupant of property that is serviced by, connected to and uses the **Arbutus Ridge Sewer System**.

"Contaminate" means any **Substance**, whether gaseous, liquid or solid, whether dissolved or suspended, or any **Wastewater** quality parameter that, when present above a certain concentration in **Wastewater**:

- (a) injures or is capable of injuring the health or safety of a person;
- (b) injures or is capable of injuring property or any life form;
- (c) interferes or is capable of interfering with the proper operation of a **Sewer** or sewerage facility;
- (d) causes or is capable of causing material physical discomfort to a person; or
- (e) damages or is capable of damaging the environment.

"Daily Flow" means the total flow over a 24-hour period, as measured by an approved calibrated flow meter.

"Discharge" means to directly or indirectly introduce a **Substance** into a **Sewer** or **Sewage Facility** by spilling, disposing of, abandoning, depositing, leaking, seeping, pouring, draining, emptying, or by any other means.

"District" means the Cowichan Valley Regional District.

"District Water" means water carried by a community water system operated and managed by the **District**.

"Domestic Sewage" means **Sanitary Waste** produced on a **Residential Property**.

"Domestic Waste" means **Sanitary Waste** or the water-carried wastes from drinking, culinary purposes, washing, bathing, laundering or food processing which is produced on a **Residential Property** and is **Discharged** directly or indirectly into a **Sewer** connected to a **Sewage Facility** operated by the **District**.

"Enactment" means any applicable act, regulation, bylaw, or **Authorization**, by a federal, provincial, regional or municipal government or their **Authorized** representatives.

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"Environmental Management Act" means the Environmental Management Act of the Province of British Columbia or any legislation that replaces the Environmental Management Act.

"Grab Sample" means a sample of *Waste* collected at a particular time and place.

"Hazardous Waste" means hazardous waste as defined in the Environmental Management Act.

"Hazardous Waste Regulation" means the Hazardous Waste Regulation enacted pursuant to the Environmental Management Act.

"Hazardous Waste Regulation Leachate Quality Criteria" means the *Contaminant* concentrations for leachate set out in Schedule 4 of the *Hazardous Waste Regulation*.

"High Volume Discharge" means any *Discharge* of *Non-domestic Waste* into a *Sewer* in excess of 2.57 cubic metres per day (550 Imperial Gallons per day) or 90 cubic metres over any consecutive 30-day period, but not including water from a *Pool*.

"Improvement District" means an Improvement District incorporated under the Local Government Act.

"Manager" means the person duly appointed General Manager of the Engineering & Environmental Services Department by the *Regional Board*, or his designate.

"Mass Loading" means the concentration of a constituent multiplied by the flow rate.

"Metered District Water" means *District* water supplied to *Consumers* through individual meters located on serviced connections from a community water system operated and managed by the CVRD.

"Monitoring Point" means an access point to a *Sewer*, *Private Drainage Systems* or other *Sewer* for the purpose of:

- (a) measuring the rate of flow or volume of *Wastewater* being *Discharged* from a *Premises*;
- (b) collecting representative samples of *Wastewater* being *Discharged* from a *Premises*.

"Monthly Average" means the arithmetic mean of all measurements taken over a calendar month.

"Municipality" means any participating member city, town, or other incorporated area of the *District*.

"Non-domestic Waste" means all *Waste* except *Domestic Waste*, *Trucked Waste*, *Sanitary Waste*, *Stormwater* and *Uncontaminated Water*.

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"Oil and Grease" means an organic *Substance* or *Substances* recoverable by procedures set out in *Standard Methods* or procedures *Authorized* by the *Manager* and includes, but is not limited to, hydrocarbons, esters, fats, oils, waxes and high-molecular weight carboxylic acids.

"Owner" means any person who is registered under the Land Title Act as the owner of land, or any other person who is in lawful possession of land, or who is in lawful possession or occupancy of any buildings situated on the land.

"Parcel Tax" means an annual tax levied on each parcel of land within the *Arbutus Ridge Sewer System Service Area*.

"PCB" means any mono-chlorinated, de-chlorinated, or polychlorinated biphenyl or any mixture that contains one or more of these.

"Pesticides" means pesticides regulated under the Pesticide Control Act of British Columbia.

"pH" means the expression of the acidity or basicity of a solution as defined and determined by the appropriate procedure described in *Standard Methods*.

"Phenols" means the hydroxyl derivatives of aromatic hydrocarbons as determined by the appropriate procedure described in *Standard Methods*.

"Pool" means any water receptacle designed for decorative purposes or used for swimming, or as a bath or hot tub designed to accommodate more than one bather at a time, or designed for decorative purposes.

"Premises" means any land or building or both, or any part thereof.

"Private Drainage System" means a privately owned assembly of pipes, fittings, fixtures, traps and appurtenances that is used to convey *Wastewater*, *Uncontaminated Water*, *Stormwater*, or foundation drainage to a *Sewer*, *Sewage Facility*, or a private *Wastewater* disposal system.

"Private Sewer Service Pipe" means that part of the *Sewer Service Pipe* located within the boundaries of the property being serviced, or outside the boundaries of a CVRD Statutory right-of-way, and which is connected to, or intended to connect to the *Arbutus Ridge Sewer System* via a *Sewer Service Connection*.

"Prohibited Waste" means prohibited waste in Article A of Schedule F of this bylaw.

"Radioactive Materials" means radioactive materials as defined in the Atomic Energy Control Act of Canada and Regulations under that Act.

"Regional Board" means the Board of Directors of the Cowichan Valley Regional District.

"Residential Property" means a property that is used primarily for the purposes of residence by persons on a permanent, temporary or seasonal basis.

"Restricted Waste" means restricted waste as defined in Article "B" of Schedule F of this bylaw.

"Sanitary Sewer" means a *Sewer* which carries *Sanitary Waste* or *Wastewater*, but which is not intended to carry *Stormwater* or *Uncontaminated Water*.

"Sanitary Waste" means *Waste* that contains human feces, urine, blood or body fluids originating from sanitary conveniences or other sources.

"Seasonal Use" means the use of the *Sewer Service(s)* for a dwelling, unit or recreational accommodation that is not continuously inhabited for more than three months in any calendar year or that is inhabited from time to time for not more than four months in any calendar year.

"Sewer" means all pipes, conduits, drains, and other equipment and facilities, owned or otherwise under the control or jurisdiction of the *District*, or one or more municipalities, for collecting, pumping, and transporting *Wastewater* either to a *Sewage Facility*, or otherwise and includes all such pipes, conduits, drains, and other equipment and facilities, which connect with those of the *District* or one or more municipalities.

"Sewer Charges" means the charges set out in the applicable Schedule(s) forming part of this bylaw.

"Sewer Extension" means any installation requiring the construction of a 200-mm diameter *Sewermain*, or larger, within a public road allowance or right-of-way or easement, from the most convenient existing *Sewer*, but does not include a *Sewer Service Connection* or a *Private Sewer Service Pipe*.

"Sewer Extension Application Charge" means the charges as set out in the applicable Schedule(s) forming part of this bylaw.

"Sewage Facility" means works owned or otherwise under the control, or jurisdiction of the *District*.

"Sewermain" means a pipe forming part of the community sewage collection system, other than those pipes serving as *Sewer Service Connections*.

"Sewer Service Charges" means the charges as set out in the applicable Schedule(s) forming part of this bylaw.

"Sewer Service Connection Charges" means the charges as set out in the applicable Schedule(s) forming part of this bylaw.

"Sewer Surcharge Rates" means the rates as set out in the applicable Schedule(s) forming part of this bylaw, and are applied in proportion to the amount of *Metered District Water* consumed by a user.

"Sewer Rates" means the rates set out in the applicable Schedule(s) forming part of this bylaw.

"Sewer Service(s)" means the collection, treatment and disposal of sewage.

"Sewer Service Connection" means the *Sewer* pipe and its integral appurtenances that are placed from the *Sewermain* to the boundary of the property being serviced; or from the *Sewermain* to the boundary of the right-of-way, when the *Sewermain* is located in a right-of-way in favour of the *District*.

"Sewer Service Pipe" means the conduit connecting a *Sewermain* that is part of the *Arbutus Ridge Sewer System* with lands or buildings and consisting of both a *Sewer Service Connection* and a *Private Sewer Service Pipe*.

"Sharps" means hypodermic needles, hypodermic syringes, blades, broken glass, and any devices, instruments or other objects that have acute rigid corners, edges or protuberances.

"Sludge" means *Wastewater* containing more than 0.5% total solids.

"Spill Reporting Regulation" means the Spill Reporting Regulation enacted pursuant to the Environmental Management Act Regulation.

"Standard Methods" means the latest edition of "Standard Methods of Examination of Water and Wastewater" jointly prepared and published from time to time by the American Public Health Association, American Water Works Association, and the Water Pollution Control Federation.

"Storm Sewer" means a *Sewer* for the collection and transmission of *Stormwater* or *Uncontaminated Water*.

"Stormwater" means water resulting from natural precipitation from the atmosphere that is intended to be transported in a *Storm Sewer*, or a *Combined Sewer* or a *Watercourse*.

"Substance" includes any solid, liquid or gas.

"Suspended Solids" means the portion of total solids retained by a filter, as determined by the appropriate procedure in *Standard Methods*.

"Trucked Waste" means any *Waste* that is collected and transported from the site where the *Waste* originated by means other than *Discharge* to a *Sewer* including, but not limited to, holding tank water, septic tank waste, chemical toilet contents, *Oil and Grease* from interceptors or traps, and other *Sludge* of organic or inorganic origin.

"Total Ammonia" means the sum of the concentrations or masses of ionized ammonia and un-ionized ammonia.

"TN (Total Nitrogen)" means the sum of the concentrations or masses of organic nitrogen, *Total Ammonia*, nitrite and nitrate.

"TP (Total Phosphorus)" means the sum of the concentrations or masses of organic phosphates, ortho-phosphates and polyphosphates. .../8

"Treasurer" means the person duly appointed *Treasurer* by the *Regional Board*, or his duly appointed delegate.

"Uncontaminated Water" means any water excluding *Stormwater*, but including cooling water, *Condensed Water* and water from municipal *Waterworks*, or a private water supply to which no *Contaminate* has been added as a consequence of its use, or to modify its use by any person.

"Unit" means an "area within" a building which is segregated and self-contained and, in the case of multiple units, the units may be owned or rented by different persons or organizations.

"Waste" means any *Substance* whether gaseous, liquid or solid, that is or is intended to be *Discharged* or discarded, directly or indirectly, to a *Sewer* or *Sewage Facility*.

"Waste Discharge Permit" means a *Waste Discharge Permit* issued by the *Manager*.

"Wastewater" means the composite of water and water-carried *Wastes* from residential, commercial, industrial or institutional *Premises*, or any other source.

"Wastewater Sludge" means the removed material resulting from chemical treatment, coagulation, flocculation, sedimentation, flotation, or biological oxidation of *Wastewater*.

"Water" includes seawater, surface water, groundwater and ice.

"Watercourse" means:

- (a) a river, stream, creek, waterway, lagoon, lake, spring, swamp, marsh or other natural body of water; or
- (b) a canal, ditch, reservoir or other man-made surface feature whether it contains or conveys water continuously or intermittently.

"Waterworks" means any works owned, or otherwise under the control or jurisdiction of the *District*, or one or more of its member *Municipalities*, or a privately owned water system, or an *Improvement District* that collects, treats, transports, or stores drinking water.

"Works" includes:

- (a) a drain, ditch, *Sewer* or *Waste* disposal system including a sewage treatment plant, pumping station or outfall;
- (b) a device, equipment, land or a structure that:
 - (i) measures, handles, transports, stores, treats, or destroys *Waste* or a *Contaminant*; or
 - (ii) introduces *Waste* or a *Contaminant* into the environment;
- (c) an installation, plant, machinery, equipment, land; or a process that causes or may cause a release of a *Contaminant* into the environment, or is designed, or used to measure or control, the introduction of *Waste* into the environment, or to measure or control a *Contaminant*;
- (d) an installation, plant, machinery, equipment, land or a process that monitors or cleans up a *Contaminant* or *Waste*.

3. ADMINISTRATIVE POLICY

1. (a) The responsibility for the construction, operation and maintenance of the *Arbutus Ridge Sewer System* is hereby vested in the *Manager* who shall operate the same under the established policy of the *Regional Board*.

(b) No construction, operation or maintenance work of any kind or nature not specifically authorized by this bylaw, shall be performed on the whole or any part of the *Arbutus Ridge Sewer System* except as *Authorized* in writing by the *Manager*.

(c) Ownership of *Arbutus Ridge Sewer System*: The *Arbutus Ridge Sewer System* required for treatment, disposal and collection of sewage from the *Owner's* property, and constructed, whether at the *Owner's* expense or *District's* expense in present or future public highways or within *District* right-of-way property, shall be the property of the *District*.
2. (a) The *District* may supply *Sewer Service* as circumstances, collection, treatment and disposal capacity permit.

(b) No *Sewer Service(s)* shall be supplied to any parcel of land or *Premises* outside of the *Arbutus Ridge Sewer System Service Area* except by special agreement with the *District*, and/or the expansion of the sewer system service area by CVRD bylaw.

(c) No person shall allow wastewater, sewage, septage or any form of liquid or substance to be brought into the *Arbutus Ridge Sewer System Service Area* for the sole purpose of disposal directly or indirectly into the *Arbutus Ridge Sewer System* unless otherwise approved by the CVRD and other agencies having jurisdiction.

(d) All reasonable efforts will be made to ensure a continuous *Sewer Service*; however, the *District* does not guarantee to the *Consumer* an uninterrupted discharge of sewage, nor shall any failure to provide an uninterrupted supply of *Sewer Service*, or to meet any such standard be construed as neglect on the part of the *District*.
3. Any person authorized by the *Manager* shall have free access, at all reasonable times and upon reasonable notice given and request made, to all parts of every building or other *Premises* to which *Sewer Services(s)* are supplied for the purpose of inspecting, repairing, or disconnecting any *Sewer Service Pipe* and appurtenances within a serviced structure or located on the lands in question.
4. (a) The *Manager* may, upon reasonable notice, limit or restrict *Sewer Services* within all or any part of the *Arbutus Ridge Sewer System Service Area*, however, in emergency situations, notice may not be given.

(b) The *District* is not liable for damages caused by the breakage or failure of the *Arbutus Ridge Sewer System Service Area*.

5. Any person before proceeding with, or authorizing any construction that is, or is proposed to be located under, across or along any sanitary *Sewer*, forcemain, or other sewage works forming part of the *Arbutus Ridge Sewer System*, shall notify the *Manager* in writing of his intention to proceed with the same and if it shall, in the opinion of the *Manager*, become necessary as a consequence to support or relocate such *Sanitary Sewer*, or other sewage works, the cost of supporting or relocating the same shall be charged against that person and the *Manager* shall supervise and direct the supporting or relocating of such *Sanitary Sewer* or other sewage works.
6. Any person(s) who has proceeded with, or who has authorized any construction that is located under, over, across or along any *Sewermain* or other *Sewer* works forming apart of the *Arbutus Ridge Sewer System* shall be liable for any damage caused by such construction. If the damage is not remedied to the satisfaction of the *Manager* in reasonable time as determined by him, the *Manager* may have such damage repaired, upon giving notice to such person(s), and the cost of the repairs shall be borne by such person(s).

4. SEWER RATES AND SEWER CHARGES

1. (a) Revenues for the *Arbutus Ridge Sewer System* may be raised by *Sewer Rates*, *Sewer Charges* and *Parcel Taxes*.
(b) If in any fiscal year the revenues generated by the rates and charges set out in sub-section (a) do not meet the expenditures of the *Arbutus Ridge Sewer System Service Area*, the deficit may be covered by a duly authorized increase in any or all of the charges set out in sub-section (a) for the succeeding fiscal year.
(c) All revenue raised by the methods herein described or *Authorized* shall be applied to the *Arbutus Ridge Sewer System*.
2. (a) *Consumers* of *Sewer Service(s)* who receive *Metered District Water* shall be charged the *Sewer Charges* set out in Schedule A.
(b) *Consumers* of *Sewer Service(s)* who do not receive *Metered District Water* shall pay the *Sewer Charges* set out in Schedule B.
(c) Person(s) desiring the extension of the *Arbutus Ridge Sewer System* to lands which they own, or occupy, shall make formal application and pay the appropriate charges as set out in Schedule E and comply with Parts 5 and 6 of this bylaw.
(d) Person(s) requiring the miscellaneous services set out in Part 7 of this bylaw shall pay the charges therefore set out in Schedule D.
3. (a) The *Sewer Rates* and *Sewer Charges* set out in Schedules A, B, C, D and E shall be subject to periodic review by the *Manager* and the *Committee* who may make recommendations on the revision of the said Schedules to the *Regional Board*.
(b) Schedules A, B, C, D, E, and F may be revised by bylaws enacted by the *Regional Board*.

5. SEWER CONNECTION SERVICE

1. (a) An *Owner* of lands within the *Arbutus Ridge Sewer System Service Area* which abut a Sewer, line that is part of the *Arbutus Ridge Sewer System* may apply to have his property connected to the *Arbutus Ridge Sewer System*.
- (b) No connection shall be made to the *Arbutus Ridge Sewer System* until an application for *Sewer Service* has been completed and approved by the *Manager*.
- (c) A *Sewer Service Connection* application shall be in the form provided by the *Manager*, and shall be certified to be correct and signed by the *Applicant*, and shall be submitted at least four (4) weeks prior to the date by which connection to the *Arbutus Ridge Sewer System* is required.
- (d) *Sewer Service Connection* applications for property located within the *Arbutus Ridge Sewer System Service Area* must be made prior to the issuance of a building permit, where such permit is necessary.
- (e) Waste Discharge Permit Applications:
 - i.) Where a *Sewer Service Connection* is to be installed for other than single-family residential use, or where more than 90 m³ of *Non-domestic Wastewater* will be discharged in any 30-day period, or where any *Restricted Waste* will be deposited in the *Sanitary Sewer* system, an application will be submitted to the *District* in the form of a Schedule F to this bylaw, and a *Waste Discharge Permit* shall be completed before connecting the *Premises* to the *Sanitary Sewer* system.
 - ii) All *Sewer Service Connection(s)* for other than single-family residential use which is in existence at the date of adoption of the bylaw will complete a *Waste Discharge Permit*.
 - iii) An *Owner* or occupier who intends to expand or alter a facility, for other than single-family use, which is in existence at the date of adoption of this bylaw such that the effluent flow rate would increase by more than 25% (based on a monthly average of the effluent *Daily Flow* rates), or would increase the effluent concentration of any contaminant listed under Article "B" of Schedule F to this bylaw by of more than 25% (based on a monthly average of one-operating-day *Composite Sample* concentrations), or would increase the effluent mass load of any *Contaminant* of more than 25% (based on a monthly average of the effluent *Daily Flow* rates multiplied by the *Monthly Average* of one-operating-day *Composite Sample* concentrations) will require the discharger to apply for a new *Waste Discharge Permit*. The *Manager* may require the discharger to apply for a new *Waste Discharge Permit* if the flow in any one-day increases to a volume that would limit the capacity of the downstream users.
- (f) Applications for *Sewer Service Connection(s)* shall be accompanied by a deposit equal to the *Sewer Service Connection Charge(s)* as set out in Schedule C.

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- (g) The *Manager* may refuse a *Sewer Service Connection* application where, in his opinion, the *Arbutus Ridge Sewer System* might be adversely affected, or where, in his opinion, there is insufficient sewage collection and treatment disposal available.
2. (a) *Applicants* for *Sewer Service Connection* shall pay the *Sewer Service Connection Charge* set out in Schedule C and upon completion of the *Sewer Service Connection*, the deposit made pursuant to Section 5.1 (f) shall be applied in payment of such charges.
- (b) When a new *Sewer Service Connection* is installed, the *Sewer Rate* levied shall be prorated in accordance with appropriate charges set out in the appropriate Schedule and shall be computed as determined by the *Treasurer*.
- (c) Where an abandoned *Sewer Service Connection* is in place on or adjacent to an *Applicant's* lands, the *Applicant* may apply to have the *Sewer Service Connection* reconnected and shall at such time apply to have the *Sewer Service Connection* inspected, shall pay the inspection fee set out in Schedule C, and shall expose the *Sewer Service Connection* and prepare it for inspection, provided, however, that the *Manager* may, upon inspecting such a *Sewer Service Connection*, refuse to reconnect it if it is in his opinion defective, and his opinion on this matter shall be final.
3. (a) All work involved in the installation and maintenance of *Sewer Service Connections* to the *Arbutus Ridge Sewer System* is to be performed by duly *Authorized* employees or agents of the *District*.
- (b) Where the *Applicant* for a *Sewer Service Connection* indicates in his application a desired location for the *Sewer Service Connection*, the *Sewer Service Connection* will be located as indicated providing the proposed location is approved by the *Manager*.
- (c) Where the *Applicant* for a *Sewer Service Connection* does not indicate in his application a desired location for the *Sewer Service Connection*, the *Sewer Service Connection* will be located as determined by the *Manager*, and if the *Applicant* subsequently requires a relocation of the *Sewer Service Connection*, such relocation is to be at the expense of the *Applicant*.
4. (a) Unless otherwise directed by the *Manager*, all *Sewer Service Connections* shall conform to the Cowichan Valley Regional District specifications and standards, and shall not be less than 100 mm in diameter for single-family dwellings or units and shall be laid at a minimum grade of two percent (2%), and shall not be less than 150 mm in diameter, complete with inspection chamber, for commercial, industrial, institutional or multi-unit dwellings, and shall be laid at a minimum grade of one percent (1%).

- (b) Where practicable as governed by the depth of the *Sewer*, the minimum depth of the *Sewer Service Connection* at the property line shall be one (1) metre. Where possible, the *Sewer Service Connection* will be installed with sufficient depth to provide natural drainage from the lowest floor of any building or structure except where natural drainage is impractical due to the relative elevation of the *Sewer* and the lowest floor of the building or structure.
- (c) No *Sewer Service Pipe* may be installed in, over or across the property of another person or located on an easement, or statutory right-of-way except by the written consent of the *Owners* concerned and the approval of the *District* in writing.
- (d) Except as otherwise provided in this section, or directed in writing by the *Manager*, separate and independent *Private Sewer Service Pipes* shall be provided to each building served by the *Arbutus Ridge Sewer System*.
- (e) Separate and independent *Sewer Service Connections* shall be supplied to semi-detached residential *Units* where each *Unit* is separately owned and to row housing *Units*, other than dwelling *Units* registered or to be registered under the B.C. The Strata Property Act, where each *Unit* is separately owned.
- (f) Where more than one (1) parcel of land or *Premises* under separate ownership are served by a single *Sewer Service Pipe*, the *Manager* may order the affected *Consumers* to disconnect from the single *Sewer Service Pipe* and connect directly to the *Sewermain* and all connection and plumbing alteration costs shall be borne by the *Consumers*.
- (g) If any *Sewer Service Pipe* is found not to comply with the drawings submitted, and approved by the *Manager*, pursuant to Section 5.4 (a) and (b), the *District* shall not accept sewage from the *Premises* served by the said pipe until such time as the installation is made to agree with the approved drawings.
- (h) Where CVRD records indicate a *Sewer Service Connection* exists to the property line of a parcel of land, the applicant shall make a reasonable effort at his own expense to find the service in a workman-like manner based on the information available. If the service cannot be found in consultation with the CVRD, the CVRD will determine a course of action which may include looking for the existing service or installing a new *Sewer Service Connection*. This cost shall be borne by the *Applicant*.
- (i) If it is determined that "as-constructed" records were incorrect and a *Sewer Service Connection* does not exist, then an extension to the existing service or a new service connection will be installed at the *Applicant's* cost based on the direct and indirectly related cost incurred by the CVRD to carry out the work.
5. (a) The *Owners* of land shall be responsible for the installation of *Private Sewer Service Pipes* joining *Sewer Service Connection*.

- (b) The **Owners** or occupants of land whose **Premises** are served by the **Arbutus Ridge Sewer System** are responsible for providing a readily accessible 100-mm diameter clean-out, inspection chamber, pursuant to Section 5.4 (a) and (b), as near as possible at the point of connection between the **Private Sewer Service Pipe** and the **Sewer Service Connection**.
- (c) **Private Sewer Service Pipe** shall be installed in accordance with the requirements of the British Columbia Plumbing Code, and the requirements of other agencies having jurisdiction, and shall be constructed by the **Owner** entirely at his own expense. The **Private Sewer Service Pipe** shall be inspected by a CVRD representative prior to backfilling.
- (d) The **Private Sewer Service Pipe** shall be maintained by the property **Owner** at his sole expense. Where any **Sewer Service Pipe** becomes stopped, or otherwise fails to function, the **Owner** or occupier of the **Premises** served shall first determine that the blockage is not located in his **Private Sewer Service Pipe**, and then notify the **Manager** forthwith, and the **Manager** shall, as soon as practicable, arrange to have said **Arbutus Ridge Sewer System** or **Sewer Service Connection** unstopped or otherwise restored to serviceable condition.
- (d) Where any stoppage or failure is found to exist in the **Sewer Service Connection** or **Private Sewer Service Pipe** and can be attributed to the user or occupant, then all costs incurred by the **District** in restoring service and unstopping the **Sewer Service Connection** or **Private Sewer Service Pipe** shall be paid by such **Owner** upon demand and if unpaid on the thirty-first (31) day of December of the year in which such work is done, shall be deemed to be taxes in arrears on the property concerned.
- (f) When any **Private Sewer Service Pipe** is abandoned, the **Owner** or his agent shall notify the **Manager** and the **Owner** shall effectively block up the building **Sewer** at the **Sewer Service Connection** with a watertight seal to be inspected and approved by the **Manager**.
- (g) Whenever practical the **Sewer Service Connection** shall be installed prior to installation of the **Private Sewer Service Pipe** and connection of the **Private Sewer Service Pipe** to the **Sewer Service Connection** shall be made by the **Owner**. The **District** shall not be responsible to meet the elevation or connect to an existing **Private Sewer Service Pipe** installed by the **Owner** prior to installation of the **Sewer Service Connection**.
- (h) No **Private Sewer Service Pipe** shall be connected to a **Sewer Service Connection** until it has been inspected and approved by the **Manager**.
- (i) Where, in the opinion of the **Manager**, the infiltration and inflow from a **Private Sewer Service Pipe** exceeds that which would normally be associated with such pipe works and plumbing fixtures forming part of the **Private Sewer Service Pipe**, the **Manager** may require the **Owner** to rectify the problem within reasonable time and entirely at the **Owner's** cost.

6. (a) Where, in the opinion of the *Manager*, the *Sewer Service Connection* necessitates the installation of a manhole or inspection chamber at the property line, then the installation of the manhole or inspection chamber shall be the responsibility of the *Applicant* or *Owner* and the costs of such installation shall be borne by the *Applicant* or *Owner*.
- (b) The *Manager* may connect if required a *Sewer Service Connection* to an existing manhole.
- (c) Where, in the opinion of the *Manager*, a manhole or inspection chamber is required on the *Sewer Service Connection* but not yet constructed, the *Manager* may install the *Sewer* pipe and leave it plugged until a manhole or inspection chamber is constructed.
- (d) Where a manhole or inspection chamber is connected after the installation of a *Sewer Service Connection*, the person constructing the manhole or inspection chamber shall connect the *Sewer Service Pipe* to the manhole or inspection chamber, as directed by the *Manager*, advise the *Manager* that such connection has taken place and request that the connection be inspected by the *Manager*.
7. Where a *Consumer* requires the replacement of a *Sewer Service Connection*, the existing *Sewer Service Connection* shall be disconnected and the cost of disconnecting the *Sewer Service Connection* as set out in Schedule C, is to be borne by the *Consumer*.
8. No person shall make any temporary connection to any *Sanitary Sewer* except by special agreement with the *District*.

6. EXTENSION TO THE ARBUTUS RIDGE SEWER SYSTEM SERVICE AREA

1. All extensions of the *Arbutus Ridge Sewer System* shall be undertaken upon the recommendation of the *Committee* and pursuant to bylaws and policy of the *Regional Board* authorizing such extensions.
2. (a) *Owner(s)* of land within the *Arbutus Ridge Sewer System Service Area* may file with the *Manager* a written request for an extension of the *Arbutus Ridge Sewer System* and shall supply the *Manager* with such information with regard to the proposed extension as he may request. Such application shall be accompanied by a *Sewer Extension Application Charge* as set out in Schedule E.
- (b) The *Manager* shall forward all requests for extensions of the *Arbutus Ridge Sewer System* to the *Committee*.
3. Extensions of the *Arbutus Ridge Sewer System* may be undertaken upon such terms and conditions as the *Regional Board* may from time to time impose, including, but not limited to:

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(a) In the event an *Applicant* wishes to proceed with an extension to the *Arbutus Ridge Sewer System*, the *Manager* may, with the approval of the *Committee*, allow the extension, provided that the *Applicant* shall install the extension entirely at his own expense. The final cost to the *Applicant* of the *Arbutus Ridge Sewer System* extension shall be the actual cost of design and construction together with a supervision charge in the amount stated in the approval to construct the extension and may include costs directly associated with upgrading existing facilities to accommodate the proposed development together with legal costs or other related costs incurred by the *District* and the *Applicant*.

(b) Any extension to the *Arbutus Ridge Sewer System* shall be constructed in accordance with the plans and specifications of the *District* and to the approval of the *Manager*.

(c) Where a *Sewer* is extended, the minimum inside diameter shall be 200 mm and shall extend from the most convenient existing *Sewer* having sufficient surplus capacity and grade to carry the additional sewage resulting from the said extension, to a point opposite the furthest boundary of the last parcel of land to be served by the said extension. The decision regarding the point of connection to the public *Sewer* rests with the *Manager*.

7. MISCELLANEOUS SERVICES

1. The *District* is responsible for the flushing, cleaning, rodding, unblocking and repairing of *Sewer Service Connections*.
2. Where any *Private Sewer Service Pipe* is found to have been blocked or damaged through the action of the *Consumer* occupying the property served by the pipe, or through the actions of any other person, the cost of labour and materials used to repair such blockage or damage shall be the responsibility of the *Owner*.
3. The *Treasurer* shall, upon written request accompanied by payment of the fee set out in Schedule D in respect to each separate parcel of land or *Premises*, furnish any *Applicant* with a written certificate showing the arrears of *Sewer Rates*, *Sewer Surcharge Rates*, *Sewer Charges* and *Parcel Tax* due on, or in respect of, any parcel of land or *Premises* up to the date to which such *Sewer Rates* and *Sewer Charges* were last computed, the duration of the last billing period, and the net amount billed during that period.
4. Cheques submitted by *Consumers* for the payment of *Sewer Rates*, *Sewer Surcharge Rates*, *Sewer Charges*, or *Parcel Tax* and subsequently dishonoured by the banks on which they are drawn, will be processed by the *Treasurer* for the charge set out in Schedule D.

**8. BILLING AND COLLECTING SEWER
SURCHARGE RATES AND SEWER CHARGES**

1. (a) All *Sewer Rates*, *Sewer Surcharge Rates*, and *Sewer Charges* shall be payable for services provided and shall be due and payable when rendered.
(b) Subject to sub-section (c), regular billings for *Sewer Rates* or *Sewer Surcharge Rates* may be rendered annually, quarterly, monthly or bimonthly at the discretion of the *Treasurer*.
(c) The *Treasurer* may in writing direct that any *Consumer* receive regular billings for *Sewer Rates* or *Sewer Surcharge Rates* at any periodic interval other than the intervals set out in sub-section (b).
(d) The *Treasurer* may with reasonable notice advance or delay any regular billing of *Sewer Rates* or *Sewer Surcharge Rates*.
(e) To protect the *District* against potential losses from unpaid *Sewer Charges*, the *Treasurer* may, at his discretion, demand in writing a security deposit by way of cash, certified cheque, letter of credit or guarantee from a *Consumer* from whom delinquent charges and fees can not be applied to property taxes.
(f) The amount of the security deposit shall be no less than an amount equal to a *Consumer's* estimated *Sewer* bill for a period of 180 days.
2. (a) All *Sewer Rates* and *Sewer Surcharge Rates* are established in amounts that reflect a discount for prompt payment in the percentage set out in the Schedules of this bylaw.
(b) Where any billing for *Sewer Rates* or *Sewer Surcharge Rates* remains unpaid after sixty (60) calendar days after the invoice date, the *Consumer* shall lose the discount for prompt payment set out in Schedules A and B, and/or as shown on the *Sewer* bill after the due date established by the *Treasurer*.
3. (a) All *Sewer* bills shall be distributed to *Consumers* by ordinary, prepaid mail or by any other means as deemed expedient and necessary by the *Treasurer*.
(b) *Sewer Rates*, *Sewer Surcharge Rates* and *Sewer Charges* may, at the discretion of the *Treasurer*, be charged and billed to:
 - (i) the person requesting that *Sewer* services be provided, or
 - (ii) the person in occupation of the *Premises* served by the *Arbutus Ridge Sewer System*, or
 - (iii) the *Owner* of the *Premises* served by the *Arbutus Ridge Sewer System*.
(c) All *Sewer Rates*, *Sewer Surcharge Rates* and *Sewer Charges* for services rendered to buildings having multiple *Units* but served by a single *Sewer Service Connection* shall be charged and billed to the *Owner* of the building unless otherwise directed in writing by the *Treasurer* and agreed to by the *Treasurer*.

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(d) All *Sewer Rates*, *Sewer Surcharge Rates* and *Sewer Charges* for services rendered to buildings registered under The Strata Property Act shall be billed to the strata corporation unless otherwise directed in writing by the *Treasurer* and agreed to by the *Treasurer*.

(e) Payment may be made, with no additional service charge, by personal cheque through the mail, by personal cheque, cash or debit in person at the Cowichan Valley Regional District office at 175 Ingram Street, Duncan, British Columbia, V9L 1N8, or by telephone or internet banking.

9. OFFENCES AND SANCTIONS

1. Every person who:

(a) wilfully hinders or interrupts, or causes or procures to be hindered or interrupted, the *District*, or any of its officers, contractors, employees or agents, in the exercise of any of the powers conferred by this bylaw;

(b) lays or causes to be laid any pipe or *Sewer* to communicate with any pipe or *Sewer* of the *Arbutus Ridge Sewer System*, or in any way obtains use of *Sewer Services* without the consent of the *District*;

(c) wilfully causes the *Arbutus Ridge Sewer System* to be blocked, obstructed, or damaged in any way;

(d) discharges or throws, or causes, allows or permits to be discharged, deposited or thrown into any Sewer Service Area, plumbing fixtures connected thereto, manhole, inspection chamber or any other part of the *Sewer* system, any substance of any kind whatsoever that would tend to obstruct or injure the *Arbutus Ridge Sewer System*, or to cause any nuisance, or which will in any manner interfere with the proper functioning, maintenance or repair of the *Sewer Service*, and will be dealt with under Schedule F of this bylaw.

(e) maliciously, wilfully, or negligently breaks, damages, destroys, uncovers; defaces, mars or tamper with any part of the Sewer Service Area is guilty of an offence and on summary conviction is liable to a fine of not more than \$2,000.00.

2. Pursuant to the Local Government Act, any rates, charges and/or fees which remain unpaid after December 31 in any year shall be deemed to be taxes in arrears on the property concerned, with interest on those taxes in arrears calculated in accordance the Local Government Act.

10. SOURCE CONTROL

1. Refer to Schedule F for details.

11. REMAINDER OF BYLAW TO REMAIN INTACT

In the event that a Court of competent jurisdiction declares any portion of this bylaw ultra vires, then such portion shall be deemed to be severed from the bylaw to the intent that the remainder of the bylaw shall continue in full force and effect.

12. FORCE AND EFFECT – SCHEDULE A

Schedule A (Sewer Surcharge Rates {Metered Water Consumption}) may come into force and effect once a CVRD metered water system is in place.

READ A FIRST TIME this _____ day of _____, 2009.

READ A SECOND TIME this _____ day of _____, 2009.

READ A THIRD TIME this _____ day of _____, 2009.

ADOPTED this _____ day of _____, 2009.

Chairperson

Corporate Secretary



SCHEDULE A

TO BYLAW NO. 3306

SEWER SURCHARGE RATES (METERED WATER CONSUMPTION)

Not applicable.



SCHEDULE B

TO CVRD BYLAW NO. 3306

SEWER SERVICE CHARGES

(a) *Consumers of Sewer Services* who do not receive *Metered District Water*, shall pay the minimum billing set out in sub-section (b) below.

(b) Minimum Sewer Classification Charge per Six (6) month billing period

<u>Classification</u>	<u>Charge</u>
Single Family Dwelling: – Per Dwelling	\$163.00
STEP – Per Dwelling	\$138.55
Apartment: – Per Unit	\$138.55
Mobile/Modular Home Park: – Per Unit	\$163.00
RV Trailer Park/Campground:	
Site Connected to Sewer: Per serviced pad or site	\$81.50
Site not Connected to Sewer: Per pad or site	\$16.30
Hotel/Motel:	
a) <u>Room or Suite:</u> - Per room or suite	\$65.20
b) <u>Kitchenette or Housekeeping Unit</u> - (per room or suite)	\$97.80
Restaurants - Per seat:	\$9.78
Licensed Premises - per seat:	\$9.78
Laundromat: Minimum charge for each washing machine:	\$163.00
Commercial:	
a) Minimum charge for the first 5 employees or portion thereof per shift.	\$81.50
b) Each additional 5 employees or portion thereof per shift:	\$81.50
Golf Course:	
Based on 3.5% of total sewer system operating budget or minimum of:	\$5,796.00

<u>Classification</u>	<u>Charge</u>
School: Minimum charge per classroom	\$163.00
Continuing Care Facility: Minimum charge for <u>each bed</u>	\$122.25
Bed & Breakfast/Rooming House:	
The minimum charge for such facility shall include the minimum charge for a single family dwelling unit plus a minimum charge for each and every guestroom	
a) Single Family Dwelling	\$163.00
b) Per guest room	\$65.20

Other (for each 259 lgal. of daily metered or estimated water consumption).

There should be a minimum of 1 unit applied to each connection if the above calculation yields less than one, where calculation yields an uneven number round to the higher whole number

Single Family Dwelling:

Applies to any connection servicing a single segregated self-contained residential dwelling used for, or intended for the domestic use of one or more individuals as a single housekeeping unit with cooking, living, sleeping and sanitary facilities including, but not limited to a townhouse, semi-detached residential home, duplex or a cabin.

Apartment:

Applies to any connection servicing a multiple occupancy residential building(s) with self-contained and segregated units consisting of two or more rooms used for, or intended for the domestic use by one or more individuals as a single housekeeping unit with cooking, living, sleeping and sanitary facilities.

Mobile Home Park:

Applies to a connection servicing land used or occupied for the purposes of providing space for the accommodation of mobile homes either on a rental or ownership basis. A mobile home means any structure containing one dwelling whether ordinarily equipped with wheels, or not, that is designated, constructed or manufactured to be moved from one place to another by being towed, or carried, but not including travel trailers, campers, or other vehicles exempt from the provisions of the Mobile Home Act.

RV Trailer Park/Campground:

Applies to any connection servicing land used, temporarily occupied for the purpose of providing space for the accommodation of recreational vehicles or recreational structures. A recreational vehicle or recreational structure means a vehicle, trailer, coach, tents, structure, or conveyance designed to travel, or be transported on a highway and constructed and equipped to be used as temporary living or sleeping quarters for travelers.

Where individual spaces for the above accommodations are connected directly to a **Sanitary Sewer** disposal system, the minimum charge shall be based on the charges set forth in the applicable schedule(s).

Where individual spaces for the above accommodations are connected directly to a *Sanitary Sewer* disposal system, the minimum charge shall be based on the charges set forth in the applicable schedule(s).

Where individual spaces or sites are not serviced directly by an individual and/or separate *Sanitary Sewer* disposal system, but have the use of common or centrally located sanitary facilities, the minimum charge shall be based on the charges set forth in the applicable schedule(s).

Hotel/Motel:

Applies to any connection servicing a building or structure that contains sleeping units for the overnight accommodation of transient paying guests. Auxiliary assembly, commerce, entertainment, or restaurant uses as well as areas licensed to service alcoholic beverages and staff accommodation shall pay the charges according to the classification set forth in the applicable schedule(s).

Where units contain cooking facilities, the minimum charge shall be based on the charges set forth in the applicable schedule(s) per housekeeping or kitchenette unit.

Where units contain sleeping and sanitary facilities only, the minimum charge shall be based on the charges set forth in the applicable schedule(s) per room or suite.

Restaurant:

Applies to any connection servicing a building or structure, or segregated self-contained unit used for, or intended to be used for, the commercial sale of refreshments, prepared or assembled food, and/or meals together with non-alcoholic beverages for sale to the public.

Licensed Premises:

Applies to the connection servicing a licensed beverage establishment as governed by the Liquor Licensing Board of British Columbia, and includes, but is not limited to pubs, restaurants, eateries, lounges, cafeterias and private clubs where alcoholic beverages are served.

Laundromat:

Applies to a connection servicing a building, self-contained unit, or separately owned business entity where washing machines are available for public use for a fee or charge.

Commercial:

Applies to a connection servicing a complex, facility, or parcel of land used to manufacture, sell, repair goods, or provide a service including, but not limited to retail stores, offices, convenience stores, service establishments, and light industrial uses.

Golf Course:

Rates are based on 3.5% of the Arbutus Ridge Sewer System total operating budget, or minimum of \$11,592 annually.

Elementary School and/or High School:

Continuing Care Facility:

Applies to a connection servicing a multiple occupancy complex providing long-term care, and living accommodations that include residents requiring full-time professional care, including living, sleeping, cooking, and sanitary facilities, but not including an acute care facility.

Bed & Breakfast:

Applies to any connection servicing a single family dwelling, with an accessory use for overnight accommodation for transient paying guests in which breakfast is the only meal served.

Rooming House:

Applies to any connection servicing a single family dwelling with an accessory use of rooms for rent by individuals for living and sleeping, but with common cooking and sanitary facilities shared by the occupants.

Other:

The minimum charge and the volume of discharge to be apportioned for a six (6) month period for other types of developments that, in the opinion of the *Manager*, do not fall within the above classifications, shall be determined by the *Manager* and his decision shall be final.



SCHEDULE C

TO CVRD BYLAW NO. 3306

1. Parcel Tax Being Paid

The *Sewer Service Connection Charges* for property, which has been paying the annual Parcel Tax, are outlined below:

.1 EXISTING LOT (permits servicing of one unit or building).

(a) An application for *Sewer Service* shall be accompanied by a payment equal to the *Sewer Service Connection Charge* of:

100-mm or 150-mm diameter connection.....\$300.00

plus a deposit in the amount of the *Manager's* estimate to complete such works. The above charges and deposit must be received by the Cowichan Valley Regional District before the work can be scheduled. The deposit will be applied against the actual cost of the *Sewer Service Connection* installation.

(b) Where the *Sewer Service Connection* has been installed by the subdivider entirely at his cost and the *Sewer Service Connection Charge* for each connection has been prepaid, the *Applicant* for *Sewer Service* shall only be required to complete a Sewer Connection Application.

.2 EXISTING LOT TO BE SUBDIVIDED:

(a) Lot presently serviced:

- *First lot exempt.....n/a
- Each additional lot created.....\$3,500.00

*Where the existing *Sewer Service Connection* is not utilized, the *Subdivider* will pay a *Sewer Service Connection Charge* of \$300.00

(b) Lot not presently serviced:

- First lot.....\$300.00
- Each additional lot created.....\$3,500.00

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(c) Pre-installed Sewer Connection – where the *Sewer Service Connection* has been installed by the subdivider entirely at his own cost, but the *Sewer Service Connection Charge* has not been prepaid, then the *Applicant* for *Sewer Service* shall be required to complete a *Sewer Service Connection* Application and pay the *Sewer Service Connection Charge* of \$3,500.00.

.3 SEWER SERVICE CONNECTION TO ADDITIONAL UNITS OR BUILDINGS:
Where a *Sewer Service Connection* is to be installed to additional *Units* or buildings on an existing lot and the lot is:

- (a) Vacant: First *Unit* or building.....n/a
(included under Sub-Section 1.1)
Each additional unit or building.....\$3,500.00
- (b) Presently Occupied and Serviced
Each additional *Unit* or building.....\$3,500.00

2. Parcel Tax Not Being Paid

.1 EXISTING LOT:
(permits servicing of one *unit* or *building*)\$3,500.00

.2 EXISTING LOT TO BE SUBDIVIDED:
Each and every newly created *Lot*\$3,500.00

.3 SEWER SERVICE CONNECTION TO ADDITIONAL UNITS OR BUILDINGS:
Where a *Sewer Service Connection* is to be installed to additional *Units* or buildings on an existing lot and the lot is:

- (a) Vacant: First *Unit* or building..... n/a
(Included under Section 2.1 above)
Each additional *Unit* or building.....\$3,500.00
- (b) Presently Occupied and Serviced
Each additional *Unit* or building.....\$3,500.00

3. High Flow Rates

The above *Sewer Service Connection Charge* shall be levied where applicable; however, where in the opinion of the *District*, the flow rates from the intended use or from a change in use of a *Lot*, *Unit* or *Building*, exceeds maximum daily flow of 2.5 cubic metres per day (550 Imperial gallons per day), then the *Applicant* may be required to pay additional *Sewer Service Connection Charges* in proportion to the flow rates as determined by the *District*, and/or complete an application of a Waste Discharge Permit. The decision of the *District* shall be final.

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4. Other

The above Sewer Service Connection Charge shall be levied where applicable, however, where in the opinion of the *District*, the flow rates from the intended use or change in use of a *Lot, Unit* or *Building* may be limited, temporary or seasonal, the *Applicant* may submit a detailed report for review by the *District* to determine if the *Sewer Service Connection Charge* may be adjusted to suit the intended use. The decision of the *District* shall be final.

5. Disconnection of a Sewer Service Connection

Where a *Sewer Service Connection* is to be abandoned and must be disconnected as determined by the *Manager*, the cost to the *Owner* of the property serviced shall be based on the actual cost to complete the work required plus a 10% administration charge.

6. Re-use of Abandoned Sewer Service Connection

Inspection fee of previously abandoned, or disused,
Sewer Service Connection -----\$50.00, plus the actual cost of a video inspection



SCHEDULE D

TO CVRD BYLAW NO. 3306

MISCELLANEOUS CHARGES

1. Supply statement of account
pursuant to Section 7 (3)No Charge
2. Processing dishonoured cheques
pursuant to Section 7 (4).....No Charge



SCHEDULE E
TO CVRD BYLAW NO. 3306

SEWER EXTENSION CHARGES

All applications for extension of the *Arbutus Ridge Sewer System* shall be accompanied by a *Sewer Extension Application Fee* calculated as follows:

(a) Applications to Serve Subdivisions:

A fee of **\$500.00**, plus \$50.00 per lot to be created by the proposed subdivision.

(b) Other Applications:

A fee of **\$25.00** plus \$100.00 per hectare (or part thereof) of land proposed to be serviced.



SCHEDULE F

TO CVRD BYLAW NO. 3306

SOURCE CONTROL

1. DISCHARGES TO SEWERS

- .1 No person shall directly or indirectly **Discharge** or allow or cause to be **Discharged** into a **Sewer** connected to a **Sewage Facility** operated by the **District**, any waste which, at the point of discharge, contains:
 - (a) Any **Prohibited Waste**, as described in Article "A".
 - (b) Any **Restricted Waste**, at a concentration in excess of the limits set out in Article "B"; unless that person has first obtained a **Waste Discharge Permit** or **Authorization**.
 - (c) Any **High Volume Discharge** unless that person has first obtained a **Waste Discharge Permit** or **Authorization**; or
 - (d) Any **Uncontaminated Water** in a volume greater than 2.0 cubic metres per day without prior **Authorization** from the **Manager**.
 - (e) Any **Stormwater** without prior **Authorization** from the **Manager**.
- .2 No person shall directly or indirectly **Discharge**, or allow or cause to be **Discharged** into a **Sewer** connected to a **Sewage Facility** operated by the **District** any water or other **Substances** for the purpose of diluting any **Non-domestic Waste**.
- .3 In order to obtain and maintain the **Authorization** referred to in paragraph 2.1(d), where the **Uncontaminated Water** is produced on property, other than **Residential Property**, and is from a source other than a **Waterworks**, a person shall:
 - (a) install and thereafter maintain, at that person's expense, a meter on the water supply generating the **Authorized Discharge**; and
 - (b) supply to the **Manager**, by the tenth (10th) of each month, an accurate calculation of the volume of water measured pursuant to paragraph 2.4(a).

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- 4 Every person who directly or indirectly **Discharges Waste** or **Substances** produced, treated, handled, or stored on property other than **Residential Property** into a **Sewer** connected to a **Sewer Facility** operated by the **District** shall, as a condition of that **Discharge**:
- (a) provide and maintain facilities to prevent accidental **Discharge**, or a **Discharge** contrary to this Schedule for **Substances** which, if accidentally **Discharged**, would constitute **Prohibited** or **Restricted Waste**;
 - (b) post, and keep posted, permanent signs in conspicuous locations on the **Premises** displaying the name, telephone number of the person to call as prescribed in Article "C" in the event of accidental **Discharge** of a **Prohibited** or **Restricted Waste**; and
 - (c) inform employees, who may cause or discover the **Discharge** of **Prohibited** or **Restricted Waste**, of the notification procedures set out in Section 5 of this Schedule.
- .5 **Oil and Grease** interceptors shall be installed for all food preparation facilities including restaurants, canning operations, killing and processing facilities, as close to the source of the **Waste** material as practical.
- .6 **Oil and Grease** and sand interceptors shall be installed for all vehicle repair and maintenance establishments and service stations, as close to the source of the **Waste** material as practical.
- .7 Separate sand traps and **Oil and Grease** interceptors shall be installed for all establishments that provide vehicle or equipment washing facilities. Sand traps shall be located upstream from the **Oil and Grease** interceptors, and shall have a minimum liquid depth of 1 metre and a maximum overflow rate of 8 L/m/m² under peak flow conditions. Sand and silt shall be removed from sand traps before these materials occupy 25 percent of the liquid depth. Accumulated **Oil and Grease** shall be skimmed off the surface of the interceptors and other sumps often enough to prevent these materials from escaping to the **Sewer**.
- .8 Interceptors are required for all industries or commercial establishments as necessary for the removal of grease, flammable wastes, sand, grit or other restricted substances.
- .9 All interceptors shall be installed on the parcel, upstream of the **Service Connection** and shall be located as to be readily accessible for cleaning and inspection.
- .10 All interceptors shall be maintained by the **Owner** or occupier in efficient operation at all times.
- .11 Volume Restriction: **Wastewater** or other **Water** shall not be **Discharged** into the **Sanitary Sewer** System in a volume that causes the **Sanitary Sewer** System to back up or leak at any point.

- .12 Special Control Manholes and Flow Meters: Any **Owner** or occupier of **Premises** that are the location of a facility that is discharging or likely to **Discharge Wastewater** to the **Sanitary Sewer** System in a volume that exceeds 90 m³ per month shall install a control manhole and flow meter on the building **Sewer** at a location that is suitable for the inspection and sampling of the discharged waters.
- .13 The rate or rates of **Discharge** for various times of a twenty-four hour period for any industry connected to the **Sanitary Sewer** system shall not exceed the extra capacity of the **Sanitary Sewer** system after all the other regular users have been accommodated. Such industries shall install and maintain on their own properties, such holding facilities, pumps, valves, flow regulating and measuring devices as may be required by the **Manager** to ensure that the specified flow rates shall not be exceeded.
- .14 The control manhole shall be installed and maintained at the expense of the **Owner** or occupier of the **Premises** and shall be accessible at all times to the **District**.
- .15 The control manhole shall have a barrel diameter of 1200-mm, and shall be located on a straight run of building sewer extending at least 3 metres upstream of the manhole and 2 metres downstream. The section of building sewer on which the manhole is located shall have a gradient not exceeding 2 percent.
- .16 If the **Manager** deems necessary, a permanent flow meter (e.g. "Palmer Bowlus") shall be installed as an integral part of the control manhole, and shall be sized to suit the peak design flows.

2. WASTE DISCHARGE PERMITS AND AUTHORIZATIONS

- .1 The **Manager** may issue a **Waste Discharge Permit** or **Authorization** to allow a **High Volume Discharge**, or to allow the **Discharge** of **Waste** other than **Domestic Sewage** upon such terms and conditions as the **Manager** considers appropriate for the protection of **Sewers**, sewage facilities, human or animal health and safety, and the environment, and without limiting the generality of the foregoing, may in the **Waste Discharge Permit** or **Authorization**;
 - (a) place limits and restrictions on the quantity, frequency of **Discharge**, and the nature of the **Waste** permitted to be discharged;
 - (b) require the holder of a **Waste Discharge Permit** or **Authorization**, at his expense, to repair, alter, remove, or add works, or construct new works to ensure that the **Discharge** will comply with the **Waste Discharge Permit** or **Authorization**, this Schedule, and any **Enactment**;

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- (c) require the holder of a *Waste Discharge Permit* or *Authorization*, at his expense, to monitor the *Waste* being discharged under the *Waste Discharge Permit* or *Authorization* in the manner specified by the *Manager*, and to provide information concerning the *Discharge* as requested by the *Manager* including, but not limited to, routine maintenance check dates, cleaning and *Waste* removal dates, and the means of disposal of accumulated *Wastes* and *Waste* treatment residuals;
 - (d) require the holder of the *Waste Discharge Permit* or *Authorization* to submit to the *Manager* detailed plans and operating procedures for all existing facilities installed on the *Premises* for the purpose of preventing accidental *Discharge*;
 - (e) require compliance by the holder of the *Waste Discharge Permit* or *Authorization* with such other *Enactments* as the *Manager* considers necessary or desirable in the circumstances;
 - (f) make such other requirements as the *Manager* deems necessary or desirable.
- .2 Notwithstanding paragraphs 2.1(b) and (c), the *Manager* may require any *Applicant* or person to obtain a *Waste Discharge Permit* or *Authorization* for the *Discharge* of any *Non-domestic Waste* that is not a *High Volume Discharge* or a *Restricted Waste*.
 - .3 Upon receipt of notice under subsection 3.2, the *Applicant* or person receiving the notice shall, within 30 days, apply for a *Waste Discharge Permit* or *Authorization* and shall provide to the *Manager* such information relating to the *Discharge* of *Non-domestic Waste* by that person as the *Manager* may require.
 - .4 The *Manager* may suspend or revoke a *Waste Discharge Permit* or *Authorization* for a failure to comply with the terms and conditions of the *Waste Discharge Permit* or *Authorization*, or for any failure to comply with this Schedule, or any *Enactment* applicable to the *Discharge* of *Waste* into a *Sanitary Sewer* connected to a *Sewage Facility* operated by the *District*.
 - .5 (a) A *Waste Discharge Permit* or *Authorization* may not be transferred or assigned without the *Manager's* consent in writing.

(b) The *Manager* may withhold consent where there has been a breach of this Schedule or a condition of the *Waste Discharge Permit* or *Authorization*.
 - .6 An application for a *Waste Discharge Permit* for a new *Discharge*, or an amendment to an existing *Waste Discharge Permit*, shall be made to the *Manager* on the form attached hereto as Article "C", and shall be accompanied by such information, drawings, and specifications as may be required under Article "C".

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3. MAINTENANCE OF WORKS AND PROCEDURES

- .1 It is a condition of the *Discharge* of *Waste* (produced on property other than *Residential Property*) into a *Sanitary Sewer* by a person who holds a *Waste Discharge Permit* or *Authorization*, or who otherwise discharges *Waste*, that all measures be taken to keep all equipment and facilities maintained and in good repair as may be necessary to ensure compliance with the terms and conditions of this Schedule, a *Waste Discharge Permit* or *Authorization*.
- .2 No person shall Discharge or allow or cause to be discharged, into a *Sewage Facility* or a *Sewer* connected to a *Sewage Facility* operated by the *District*, *Non-domestic Waste*, which has bypassed any *Waste* control works *Authorized* and required by the *Manager*, or which is not otherwise in compliance with this Schedule.

4. RECORDS RETENTION

- .1 Holders of a *Waste Discharge Permit* or *Authorization* permitting the *Discharge* of *Waste* produced on property other than *Residential Property*;
 - (a) shall retain and preserve for not less than six (6) years after their creation, any records, books, documents, memoranda, reports, correspondence, and any and all summaries of such documents, relating to monitoring, sampling and chemical analysis required by the *Manager*, a *Waste Discharge Permit*, or *Authorization*.
 - (b) shall retain and preserve all records that pertain to issues that are the subject of administrative action or any other enforcement or litigation activities by the *District* until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

5. NOTIFICATION

- .1 Any person who discharges *Waste* or allows the *Discharge* of *Waste* into a *Sewer* or a *Sewage Facility* in contravention of any *Waste Discharge Permit*, or *Authorization*, or that is otherwise in contravention of this Schedule, after becoming aware of the *Discharge*, shall stop the *Discharge*, and after reporting the *Discharge* in accordance with the *Spill Reporting Regulation* shall immediately notify:
 - (a) the *Manager* by telephone and provide the information specified in Sub-section 6.2;
 - (b) the *Owner* of the *Premises*; and
 - (c) any other person whom the person reporting knows, or reasonably should know, may be directly affected by the *Discharge*.
- .2 The *Manager* shall be supplied with the following information:
 - (a) identification of the *Premises* where the *Discharge* occurred;

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- (b) location of the *Discharge*;
 - (c) name of the person reporting the *Discharge* and telephone number, or numbers, where that person can be reached;
 - (d) date, time and duration of the *Discharge*;
 - (e) type and concentration of all *Substances* discharged and any known associated hazards;
 - (f) total weight or volume of the material discharged; and
 - (g) corrective action being taken, or anticipated to be taken, to control the *Discharge* or to prevent similar *Discharges*.
- .3 A person who discharged or allowed a *Discharge of Waste* referred to in Subsection 6.1 shall, as soon as that person becomes aware, or reasonably should have become aware of the *Discharge*, take all reasonable measures to:
- (a) confine, minimize, counteract, mitigate, remedy, and repair the effects of the *Discharge*; and
 - (b) remove or otherwise dispose of the *Substance* discharged in a manner consistent with this Schedule and other applicable *Enactments*.
- .4 A person operating under a *Waste Discharge Permit* shall notify the *Manager* in writing not less than 90 days prior to:
- (a) commencing a new activity; or
 - (b) expanding or changing an existing activity;
- which affects or may affect the average composition, or the total volume of *Waste* discharged by that person.

6. POWERS OF THE MANAGER

- .1 The *Manager* may enforce the provisions of this Schedule.
- .2 The *Manager*, or any person *Authorized* by the *Manager*, may at any reasonable time and upon presentation of proof of his identity, enter upon any property or *Premises* in order to ascertain whether the terms of a *Waste Discharge Permit*, an *Authorization* have been, or are being complied with, or the regulations of this Schedule are being observed.
- .3 Nothing in this Schedule shall be interpreted as restricting the powers of the Regional Manager of the Ministry of Environment under the *Environmental Management Act* of British Columbia and Regulations, or of the *Manager*.

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7. MONITORING OF DISCHARGES

- .1 A *Manager*, may require that a person who is discharging any *Waste* other than *Domestic Sewage* into a *Sewer* shall, at his expense, install one or more *Monitoring Points* suitable for inspection, flow monitoring, and sample collection at locations determined by the *Manager*, to be constructed in accordance with plans approved by the *Manager* and maintained in good working order by the person.
- .2 A *Monitoring Point* required under subsection 7.1 shall be installed in a manner so as not to be affected by any *Discharge* of *Domestic Waste* from a *Premises*, unless otherwise *Authorized* by the *Manager*.
- .3 A *Monitoring Point* required under subsection 7.1 shall, for the purposes of enforcing this Schedule, be deemed to be the point or points at which a *Discharge* into a *Sewer* or *Sewage Facility* is made.
- .4 In the absence of a *Monitoring Point* under subsection 7.1, the point of *Discharge* into a *Sewer* or *Sewage Facility* shall, for the purposes of enforcing this Schedule, be the location determined by the *Manager* where access can be had to the *Waste* for the purpose of sampling.
- .5 Where a person is required to install a *Monitoring Point* under subsection 7.1, and the person cannot comply with such requirement within 60 days of being notified of the requirement by the *Manager*, the person shall, within 60 days of the notice being issued by the *Manager*, inform the *Manager* of his inability to install the *Monitoring Point* and the *District* may install, or cause to be installed, the *Monitoring Point* at the person's expense.
- .6 The *Owner* of a *Premises* shall ensure that all *Monitoring Points*, flow measuring devices and other devices specified in the *Waste Discharge Permit*, including water meters, are accessible for inspection by the *Manager* at all times.
- .7 The *Manager* may require that a person who is discharging *Waste* into a *Sewer* undertake, at that person's expense, sampling and analysis of the *Waste* discharged.
- .8 All sampling and analysis required by a *Manager* shall be carried out in accordance with methods and procedures specified in *Standard Methods* or in a manner specified by the *Manager*.
- .9 Samples which have been collected as the result of a requirement of the *Manager* shall be analysed by an independent agency or by a laboratory *Authorized* by the *Manager*.

8. OFFENCES AND PENALTIES

- .1 A person who contravenes this Schedule, a *Waste Discharge Permit*, or *Authorization* issued under this Schedule, or other requirement made or imposed under this Schedule, is guilty of an offence and is liable to a fine not exceeding \$10,000.00.

- .2 Where an offence is committed or continues for more than one day, a person shall be deemed to have committed separate offences for each day on, or during which an offence occurs or continues, and separate fines, each not exceeding \$10,000.00 may be imposed for each day on or during which an offence occurs or continues.
- .3 Nothing in this Schedule shall limit the *District* from pursuing any other remedy that would otherwise be available to the *District* at law.

9. GENERAL

- .1 No person shall hinder or prevent the *Manager*, or a Bylaw Enforcement Officer, from entering any *Premises* or from carrying out his duties with respect to the administration of this bylaw.
- .2 Nothing in this Schedule shall be interpreted as relieving a person discharging *Waste* from complying with federal, provincial and local government *Enactments* governing the *Discharge of Waste* into *Sewers*.
- .3 Where the *Regional Board* has authority to direct that a matter or thing be done by a person, the *Regional Board* may also direct that, if the person fails to take the required action, the matter, or thing, shall be done at the expense of the person in default in accordance with the Local Government Act. If action in default is taken, the *Regional Board* may recover the expense from the person, together with costs and interest at the rate prescribed under Section 11(3) of the Taxation (Rural Area) Act, in the same manner as municipal taxes.
- .4 The Articles annexed hereto shall be deemed to be an integral part of this Schedule.
- .5 If any provision of this Schedule is found to be invalid by a court of competent jurisdiction it may be severed from the Schedule.
- .6 The headings in this Schedule are inserted for convenience of reference only.

ARTICLE "A"
PROHIBITED WASTE

Prohibited Waste means:

1. **Special Waste:**

Special Waste as defined by the Environmental Management Act of British Columbia and its Regulations.

2. **Air Contaminant Waste:**

Any *Waste* other than *Sanitary Waste* which, by itself or in combination with another *Substance*, is capable of creating, causing or introducing an *Air Contaminant* outside any *Sewer* or *Sewage Facility*, or is capable of creating, causing or introducing an *Air Contaminant* within any *Sewer* or *Sewage Facility* which would prevent safe entry by *Authorized* personnel.

3. **Flammable or Explosive Waste:**

Any *Waste*, which by itself or in combination with another *Substance*, is capable of causing, or contributing to an explosion, or supporting combustion in any *Sewer* or *Sewage Facility* including, but not limited to gasoline, naphtha, propane, diesel, fuel oil, kerosene or alcohol.

4. **Obstructive Waste:**

Any *Waste* which by itself, or in combination with another *Substance*, is capable of obstructing the flow of, or interfering with, the operation or performance of any *Sewer* or *Sewage Facility* including, but not limited to, earth, sand, sweepings, gardening, or agricultural waste, ash, chemicals, paint, metal, glass, *Sharps*, rags, cloth, tar, asphalt, cement-based products, plastic, wood, waste portions of animals, fish or fowl and solidified fat.

5. **Corrosive Waste:**

Any *Waste* with corrosive properties which, by itself, or in combination with any other *Substance*, may cause damage to any *Sewer* or *Sewage Facility*, or which may prevent safe entry by *Authorized* personnel.

6. **High Temperature Waste:**

(a) Any *Waste* which, by itself or in combination with another *Substance*, will create heat in amounts which will interfere with the operation and maintenance of a *Sewer* or *Sewage Facility*, or with the treatment of *Waste* in a *Sewage Facility*;

(b) Any *Waste* which will raise the temperature of *Waste* entering any *Sewage Facility* to 40 degrees Celsius (104 degrees Fahrenheit), or more;

(c) Any *Non-domestic Waste* with a temperature of 65 degrees Celsius (150 degrees Fahrenheit), or more.

7. **Biomedical Waste:**

Any of the following categories of **Biomedical Waste**; human anatomical waste, animal waste, untreated microbiological waste, waste **Sharps** and untreated human blood and body fluids known to contain viruses and agents listed in "Risk Group 4" as defined in "Laboratory Bio-safety Guidelines" published by Health and Welfare Canada and dated 1990.

8. **PCBs, Pesticides:**

Any **Waste** containing **PCBs** or **Pesticides**.

9. **Miscellaneous Wastes:**

Any **Waste**, other than **Sanitary Waste**, which by itself, or in combination with another **Substance**:

- (a) constitutes or may constitute a significant health or safety hazard to any person;
- (b) may interfere with any sewage treatment process;
- (c) may cause a **Discharge** from a **Sewage Facility** to contravene any requirements by or under any BC Waste Management Discharge Permit, or any other act, law or regulation governing the quality of the **Discharge**, or may cause the **Discharge** to result in a hazard to people, animals, property or vegetation;
- (d) may cause **Biosolids** to fail criteria for beneficial land application in British Columbia as set out in the draft "Guidelines for the Disposal of Domestic Sludge under the Environmental Management Act, prepared by the Ministry of Water, Land and Air Protection and dated 1983, or may cause the emissions from a **Wastewater Sludge** combustion facility to be out of compliance with appropriate permits, or may cause the ashes from a **Wastewater Sludge** combustion facility to be considered a **Special Waste** under the Environmental Management Act of British Columbia.

ARTICLE "B"

RESTRICTED WASTE

Restricted Waste means:

1. Any **Waste** which, at the point of **Discharge** into a **Sewer**, contains any **Contaminant** at a concentration in excess of the limits set out below. All concentrations are expressed as total concentrations which includes all forms of the **Contaminant**, whether dissolved or undissolved. The concentration limits apply to both **Grab** and **Composite Samples**. **Contaminant** definitions and methods of analysis are outlined in **Standard Methods** or methods specified by the **Manager**.

Any of the **Contaminants** listed below in tables (a), (b) or (c) that are present in a **Waste** at dissolved concentrations in excess of the **Special Waste Regulation Leachate Quality Criteria** will qualify that **Waste**, regardless of the sampling method used, as a **Special Waste**.

(a) CONVENTIONAL CONTAMINANTS (mg/L)	
Biochemical Oxygen Demand (BOD)	300
Chemical Oxygen Demand (COD)	600
Oil and Grease	100
Suspended Solids	350
Total Nitrogen	80
Total Phosphorous	10

NOTE: *Total **Oil and Grease** includes Petroleum Hydrocarbons (see table (b)).

(b) ORGANIC CONTAMINANTS (mg/L)	
Benzene, Ethyl Benzene, Toluene, Xylene (BETX)	1
Chlorinated Phenols	1.0
Polycyclic Aromatic Hydrocarbons (PAH)	0.05
Phenols	1
Petroleum Hydrocarbons	15

(c) INORGANIC CONTAMINANTS (mg/L)	
Aluminium (Al)	50.0
Arsenic (As)	1.0
Boron (B)	50.0
Cadmium (Cd)	0.2
Chromium (Cr)	4.0
Cobalt (Co)	5.0
Copper (Cu)	2.0
Cyanide (CN)	1.0
Iron (Fe)	10.0
Lead (Pb)	1.0
Manganese (Mn)	5.0
Mercury (Hg)	0.05
Molybdenum (Mo)	1.0
Nickel (Ni)	2.0
Silver (Ag)	1.0
Sulphate (SO ₄)	1500

Sulphide (S)	1.0
Tin (Sn)	5.0
Zinc (Zn)	3.0

2. **Food Waste:**

Any *Non-domestic Waste* from cooking and handling of food that, at the point of *Discharge* into a *Sewer*, contains particles larger than 0.5 centimetres in any dimension.

3. **Radioactive Waste:**

Any *Waste* containing *Radioactive Materials* that, at the point of *Discharge* into a *Sewer*, exceed radioactivity limitations as established by the Atomic Energy Control Board of Canada.

4. **pH Waste:**

Any *Non-domestic Waste* which, at the point of *Discharge* into a *Sewer*, has a *pH* lower than 5.5 or higher than 9.5 as determined by either a *Grab* or a *Composite Sample*.

5. **Dyes and Colouring Material:**

Dyes or colouring materials which may pass through a *Sewage Facility* and discolour the effluent from a *Sewage Facility* except where the dye is used by the *District*, or one or more of its *Municipalities*, as a tracer.

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ARTICLE "C"

WASTE DISCHARGE PERMIT APPLICATION

This Information Sheet is provided to assist you in the preparation and submission of an application for a *Waste Discharge Permit* under the CVRD – Arbutus Ridge Sewer System Management Bylaw No. 3306, 2009. Once the form has been completed, initial each page and sign the declaration. To assist the CVRD Engineering & Environmental Services Department in processing of the application, please make an accurate, readable and complete submission to the address provided below.

A. APPLICATION FORMS

1. COMPANY INFORMATION:

Indicate the company name, incorporation number, type of business, and location of the business. If your business or organization has more than one site address, please copy this form and complete a separate application for each site.

2. SUMMARY OF EFFLUENT DISCHARGE CHARACTERISTICS:

Complete this section to indicate *Discharge* duration, volume and quality.

3. NUMBER OF CONNECTIONS:

List the number and type of connections to *Sewer*.

4. SOURCES OF WASTEWATER:

Where *Non-domestic Waste* is being discharged to *Sanitary Sewer* or *Storm Sewer*, list any pre-treatment works and the actual source of the wastewater.

5. SITE PLAN:

A site plan must be submitted. Clearly mark the plant boundary, buildings, and approximate locations of new and existing works, *Monitoring Points* and *Sewer* connections.

6. DECLARATION FORM:

The application form must be signed. Please ensure that the first box in the Declaration Section is complete. An application may be filed by an agent of the *Applicant* and, unless the *Manager* deems otherwise, an obligation imposed by this Schedule on an *Applicant* may be carried out by his agent. If you wish to appoint an agent, please complete the appropriate box in the Declaration Section.

B. ADDITIONAL INFORMATION

1. Specifications and drawings of process equipment and control works associated with the *Discharge* should be submitted to assist the CVRD's Engineering & Environmental Services Department with the evaluation of the application. The *Manager* may request submission of additional details relevant to the application. Should additional application forms be required, they may be obtained from:

Cowichan Valley Regional District
Engineering & Environmental Services Department
175 Ingram Street
Duncan, BC V9L 1N8

2. In the event of accidental *Discharge* of a *Prohibited* or *Restricted Waste* to a *Sewer* (as described under Articles A and B of this Schedule), please contact *CVRD Engineering & Environmental Services Department*, Tel (250) 746-2530, Fax (250) 746-2543.

APPLICATION FOR A WASTE DISCHARGE PERMIT

Application for a *Waste Discharge Permit* under the Arbutus Ridge Sewer System Management Bylaw No. 3306, 2009. This application is to be filed with the *Manager*, as described in Article C, Section B.1, not less than 90 days prior to the date for which a Permit is required.

1. I, _____
(Full name - if a company, British Columbia Registered Name)

Registered Address: _____

Incorporation Number: _____

hereby apply for a *Waste Discharge Permit* to *Discharge Non-domestic Waste* into *Sanitary Sewer* from a:

(Type of Business)

Located at: _____

2. Summary of Wastewater Discharge Characteristics:

Maximum Duration of Operation: (hours/day) _____
(days/week) _____
(weeks/year) _____

Flow:

Is the *Discharge* greater than 90 m³ in a 30 day period?: ☐ yes ☐ no

Frequency:

Maximum *Discharge* flow rate: _____ (m³/day)

Average daily *Discharge* flow rate: _____ (m³/day)

Method of flow rate determination: _____

☐ measured ☐ estimated

(NOTE: 1 m³ = 220 Imperial gallons, or 264 U.S. gallons)

Type of Discharge:

☐ continuous ☐ batch ☐ both

Quality:

Use the check boxes to indicate whether any of the following types of *Wastes* are discharged:

Flammable or explosive waste	<input type="checkbox"/> yes	<input type="checkbox"/> no
Obstructive waste	<input type="checkbox"/> yes	<input type="checkbox"/> no
<i>Air Contaminant</i> waste	<input type="checkbox"/> yes	<input type="checkbox"/> no
High temperature waste	<input type="checkbox"/> yes	<input type="checkbox"/> no
Corrosive waste	<input type="checkbox"/> yes	<input type="checkbox"/> no

Biomedical Waste

☐ yes

☐ no

Food waste

☐ yes

☐ no

Radioactive Waste

☐ yes

☐ no

Special Waste:

Does any process within the plant produce ***Special Waste*** as defined under the ***Special Waste Regulation*** of the ***Environmental Management Act*** of British Columbia?

☐ yes

☐ no

☐ do not know

Wastewater Characteristics:

In the space provided below, check the appropriate box for each ***Wastewater Contaminant*** to indicate whether the ***Contaminant*** listed is "known to be present", "suspected to be present", "suspected to be absent", or "known to be absent", in the ***Wastewater Discharge***.

If a ***Contaminant*** is "known to be present", or "suspected to be present", estimate the expected average and maximum daily ***Contaminant*** concentrations in the spaces provided.

If ***Wastewater Discharges*** have been sampled and analysed in the past, please attach examples of sampling data.

Wastewater Contaminants	<i>Known to be present</i>	<i>Suspected to be present</i>	<i>Suspected to be absent</i>	<i>Known to be absent</i>	<i>Expected Concentration mg/L (ppm)</i>	
					<u>Average</u>	<u>Maximum</u>
<u>Conventional Contaminants:</u>						
Ammonia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Biochemical Oxygen Demand (BOD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Chemical Oxygen Demand (COD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Total Phosphorous	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Suspended Solids	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Total Nitrogen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Oil and Grease (total)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
pH max__ min__	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<u>Organic Contaminants:</u>						
Petroleum Hydrocarbons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Phenols (total)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Phenols (chlorinated)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Polycyclic Aromatic Hydrocarbons (PAH)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
PCBs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Pesticides	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Benzene	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Ethylbenzene	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Toluene	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

Wastewater Contaminants	<i>Known to be present</i>	<i>Suspected to be present</i>	<i>Suspected to be absent</i>	<i>Known to be absent</i>	<i>Expected Concentration mg/L (ppm)</i>	
					<u>Average</u>	<u>Maximum</u>
Xylene	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Solvents (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<u>Inorganic Contaminants</u>						
Arsenic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Cadmium	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Chromium	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Cobalt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Copper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Cyanide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Iron	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Lead	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Manganese	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Mercury	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Molybdenum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Nickel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Silver	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Sulphate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Tin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Zinc	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

3. **Number of Connections to Sewer:**

a. ***Sanitary Sewer:***

Domestic Waste only _____

Non-domestic Waste only _____

Combined domestic and *Non-domestic Waste* _____

(Note connection locations on attached site plan.)

Will *Stormwater* be *discharged* to *Sanitary Sewer*?

Yes ☐ Volume ____ m³/day No ☐

Will contaminated or uncontaminated water be *discharged* to *Sanitary Sewer*?

(Note connection locations on attached site plan.)

Yes ☐ Volume ____ m³/day No ☐

4. **Sources of Wastewater Discharge to Sewer:**

(Note location of sources and control works on attached site plan.)

SOURCE OF *WASTEWATER* CONTROL WORKS TREATING EACH SOURCE
PRIOR TO *DISCHARGE TO SEWER** (e.g. Trade Waste Interceptor)

a. ***Sanitary Sewer:***

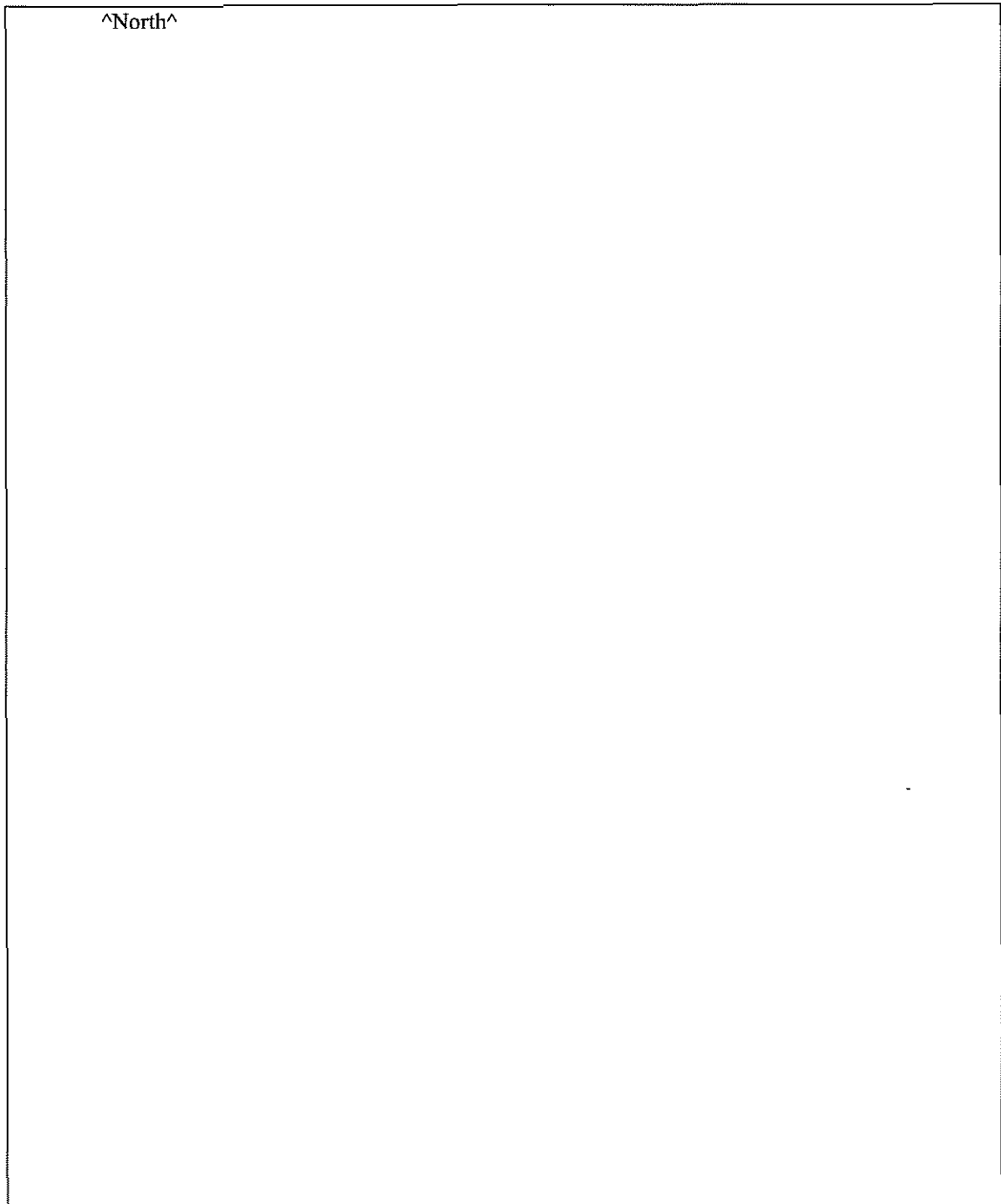
*Control Works include: oil/water separators, grease traps, filters, electrolytic precipitators, reverse osmosis units, ion exchange units, neutralization facilities and other *Wastewater* pre-treatment works.

5. **Site Plan:**

Sketch a site plan in the area provided below or attach a site plan to this application form. The plan shall include property lines, buildings, pre-treatment works, effluent lines, sanitary and ***Storm Sewer*** connections, flow measuring devices, and ***Monitoring Points*** (or available sampling locations).

(Include approximate scale on site plan.)

^North^



6. Declaration:

I, _____, declare that the information given on this application form is correct to the best of my knowledge.	
_____ Signature of Applicant or Agent	_____ Date
_____ Title	_____ Phone Number

If you elect to appoint an Agent, please complete the following:	
I, _____ Print Name	/ _____ Title
_____ Signature	
hereby authorize _____ Print Name	/ _____ Affiliation
to deal with you directly on all aspects of the subject application.	



SCHEDULE G
TO CVRD BYLAW NO. 3306
2009 FLAT RATE CHARGE

A flat rate charge in the amount of \$0.893 per day will be invoiced in January 2010 for each single family dwelling within the Arbutus Ridge Sewer System Service Area effective from the CVRD takeover date to December 31, 2009.

A flat rate charge in the amount of \$31.759 per day will be invoiced for the golf course property in 2009.

Properties within the service area, without homes, will not be charged in 2009.



COWICHAN VALLEY REGIONAL DISTRICT

BYLAW NO. 3307

A Bylaw for the Regulation and Management of the Arbutus Ridge Drainage System

WHEREAS the Board of the Cowichan Valley Regional District established the *Arbutus Ridge Drainage System Service Area* under the provision of CVRD Bylaw No. 3290, cited as "CVRD Bylaw 3290 – Arbutus Ridge Drainage System Service Establishment Bylaw, 2009," for the purpose of providing services to a defined portion of Electoral Area C – Cobble Hill;

AND WHEREAS it is deemed necessary and expedient that provisions be made for the regulation and management of discharge of waste into the storm sewers and watercourses, and for terms and conditions upon which storm drainage services may be provided, and for a tariff of charges for such services;

NOW THEREFORE the Board of Directors of the Cowichan Valley Regional District, in open meeting assembled, enacts as follows:

1. CITATION

This bylaw may be cited for all purposes as "**Cowichan Valley Regional District Bylaw No. 3307 – Arbutus Ridge Drainage System Management Bylaw, 2009.**"

2. DEFINITIONS

In this bylaw, unless the context otherwise requires:

"Active Floodplain" means an area of land within a boundary that is indicated by the visible high water mark or water level of a *Stream* that is reached during annual flood events as evidenced by *Riparian Area* conditions described in the definition of "*Riparian Area*."

"Air" means the atmosphere but, except in a *Storm Drain* or a *Stormwater Management Facility* or as the context may otherwise require, does not include the atmosphere inside a constructed enclosure that is not open to the weather.

"Air Contaminant" means any *Substance* or odour whether gaseous, liquid, solid, or a combination that is emitted into the air and that:

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- (a) injures or is capable of injuring the health or safety of a person;
- (b) injures or is capable of injuring property or any life form;
- (c) interferes with or is capable of interfering with visibility;
- (d) interferes with or is capable of interfering with the normal conduct of business;
- (e) causes or is capable of causing material physical discomfort to a person; or
- (f) damages or is capable of damaging the environment.

"Biomedical waste" means biomedical waste as defined in "Guidelines for the Management of Biomedical Waste" established by the Canadian Council of Ministers of the Environment (CCME) and dated February, 1992, or the most current regulations and guidelines as determined by the *Manager*.

"Board" means the Board of Directors of the Cowichan Valley Regional District.

"Colour" means the true *Colour* of water from which turbidity has been removed, as determined by the appropriate procedure in *Standard Methods*.

"Composite Sample" means a sample which is composed of equivalent portions of a specified number of *Grab Samples* collected manually or automatically at the same sampling point, at specified times or flow intervals during a specified sampling period.

"Condensed Water" means water, which is produced through the process of condensation and includes condensate drainage from refrigeration equipment, air-conditioning equipment and steam heating systems.

"Contaminant" means any *Substance*, whether dissolved or suspended, or any *Wastewater* quality parameter that, when present above a certain concentration in *Wastewater*:

- (a) injures or is capable of injuring the health or safety of a person;
- (b) injures or is capable of injuring property or any life form;
- (c) interferes with or is capable of interfering with the proper operation of a sewer or *Stormwater Management Facility*;
- (d) causes or is capable of causing material physical discomfort to a person; or
- (e) damages or is capable of damaging the environment.

"Development" includes the construction of a building or structure, the placement of fill, the paving of land or any other alteration to land, which causes a change to the existing drainage characteristics.

"Discharge" means to directly or indirectly introduce a *Substance* by spilling, disposing of, abandoning, depositing, leaking, seeping, pouring, draining, emptying, or by any other means.

.../3

"Domestic Waste" means *Waste, Sanitary Waste* and the water-carried wastes from drinking, culinary uses, washing, bathing, laundering or food processing which is produced on a *Residential Property*.

"Enactment" means any applicable act, regulation, bylaw, order, or authorization, by a federal, provincial, regional, municipal government or their authorized representatives.

"Fecal Coliform" means the portion of coliform bacteria from fecal sources, as determined by the appropriate procedure in *Standard Methods*.

"Fish-bearing Stream" means a *Stream* in which fish are present or potentially present if introduced barriers or obstructions are either removed or made passable for fish.

"Grab Sample" means a sample of water or *Stormwater* collected at a particular time and place.

"Impermeable Material" means a paved or roof surface that prevents or retards the entry of water into the soil and which causes *Stormwater* to run off the surface in quantities and at increased flow rates greater than the quantities and the flow rates of the natural environment.

"Improvement District" means an Improvement District incorporated under the *Local Government Act*.

"Manager" means the General Manager of Engineering and Environmental Services for the *Regional District*, or his designate.

"Non-Domestic Waste" means all *Waste*, except domestic *Waste, Trucked Liquid Waste, Sanitary Waste, Stormwater*, and *Uncontaminated Water*.

"Non Fish-bearing Stream" means a *Stream* that:

- (a) is not inhabited by fish; and
- (b) provides water, food and nutrients to a downstream fish-bearing stream or other water body.

"Oil and Grease" means an organic *Substance* or *Substances* recoverable by procedures set out in *Standard Methods* or procedures authorized by the *Manager* and includes, but is not limited to, hydrocarbons, esters, fats, oils, waxes, and high-molecular weight carboxylic acids.

"Owner" means any person who is registered under the Land Title Act as the *Owner* of land, or any other person who is in lawful possession of land or who is in lawful possession or occupancy of any buildings situated on the land.

"PCB" means any monochlorinated, dechlorinated, or polychlorinated biphenyl or any mixture that contains one or more of these.

"Permanent" means, in relation to a *Fish-bearing Stream*, that it typically contains continuous surface waters or flows for periods more than six months in duration.

"Permanent Structure" means any building or structure that was lawfully constructed, placed or erected on a secure and long-lasting foundation on land in accordance with any local government bylaw or approval condition in effect at the time of construction, placement or erection.

"Pesticides" means *Pesticides* regulated under the Pesticide Control Act of British Columbia.

"pH" means the expression of the acidity or basicity of a solution as defined and determined by the appropriate procedure described in *Standard Methods*.

"Pollution" means the presence in the environment of *Substances* or *Contaminants* that substantially alter or impair the usefulness of the environment.

"Pool" means any water receptacle designed for decorative purposes or used for swimming, or as a bath or hot tub designed to accommodate more than one bather at a time.

"Potential Vegetation" is considered to exist if there is a reasonable ability for regeneration either with assistance through enhancement or naturally and is considered to not exist on that part of an area covered by a *Permanent Structure*.

"Premises" means any land or building or both or any part thereof.

"Prohibited Waste" means *Prohibited Waste* as defined in Schedule "A" to this bylaw.

"Radioactive Materials" means radioactive material as defined in the Atomic Energy Control Act of Canada and Regulations under that Act.

"Ravine" means a narrow, steep-sided valley that is commonly eroded by running water and with slope grades greater than 3:1.

"Regional District" means the Cowichan Valley Regional District.

"Regional District Drainage System" means *Storm Drains* and *Stormwater* management facilities owned or operated by the *Regional District*.

"Residential Property" means a property that is used primarily for the purpose of residence by persons on a *Permanent*, temporary or seasonal basis.

"Riparian Area" means the area adjacent to a *Stream* that may be subject to temporary, frequent or seasonal inundation, and supports plant species that are typical of an area of inundated or saturated soil conditions, and that are distinct from plant species on freely drained adjacent upland sites because of the presence of water.

"Sanitary Waste" means waste that contains human feces, urine, blood or body fluids originating from sanitary conveniences or other sources.

"Special Waste" means *Special Waste* as defined in the Waste Management Act of British Columbia or any legislation that replaces the Waste Management Act.

"Special Waste Regulation" means the *Special Waste Regulation* enacted pursuant to the Waste Management Act or any legislation that replaces the Waste Management Act.

"Standard Methods" means the 20th edition of "Standard Methods for the Examination of Water and Wastewater" jointly prepared and published from time to time by the American Public Health Association, American Water Works Association, and the Water Environment Federation, published in 1998.

"Storm Drain" means a pipe, conduit, drain or other equipment or facilities for the collection and transmission of *Stormwater* or *Uncontaminated Water*.

"Stormwater" means water resulting from natural precipitation from the atmosphere.

"Stormwater Management Facility" means an impoundment and appurtenant structures, connections and controls for containment, detention or retention of *Stormwater* and its delayed release at a controlled rate to a receiving *Storm Drain* or *Watercourse*.

"Stream" includes a pond, lake, river, creek, brook, spring or wetland.

"Streamside Protection Area" means an area adjacent to a *Stream* that links aquatic or terrestrial ecosystems and includes both the *Riparian Area* vegetation and the adjacent upland vegetation that exerts an influence on the *Stream*, the width of which is determined according to Section 5.

"Substance" includes any solid, liquid or gas.

"Suspended Solids" means the portion of total solids retained by a filter, as determined by the appropriate procedure in *Standard Methods*.

"Top of Bank" means the point closest to the wetted boundary of a *Stream* where a break in the slope of the land occurs such that the grade beyond the break is flatter than 3:1 at any point for a minimum distance of 15 metres measured perpendicularly from the break.

"Top of Ravine Bank" means the first significant break in a *Ravine* slope where the break occurs such that the grade beyond the break is flatter than 3:1 for a minimum distance of 15 metres measured perpendicularly from the break, and the break does not include a bench within the *Ravine* that could be developed.

"Trucked Liquid Waste" means any *Waste* that is collected and transported from the site where the *Waste* originated by means other than *Discharge* to a sewer including, but not limited to, holding tank *Waste*, septic tank *Waste*, chemical toilet contents, catch basin *Waste*, *Oil and Grease* from interceptors or traps, and other sludge of organic or inorganic origin.

"**Uncontaminated Water**" means any water excluding **Stormwater**, but including cooling water, **Condensed Water** and water from municipal waterworks or a private water supply to which no **Contaminant** has been added.

"**Waste**" means any **Substance** whether gaseous, liquid or solid, that is or is intended to be discharged or discarded, directly or indirectly, to the **Regional District Drainage System**.

"**Wastewater**" means the composite of water and water-carried wastes from residential, commercial, industrial or institutional **Premises** or any other source.

"**Wastewater Quality Parameter**" means any parameter used to describe the quality of **Wastewater**.

"**Water**" includes surface water, groundwater and ice.

"**Watercourse**" means:

- (a) a **Stream**; or
- (b) a canal, ditch, reservoir, **Stormwater Management Facility** or other man-made surface feature designed to carry or hold water or **Stormwater**; whether it contains or conveys water continuously or intermittently.

"**Waterworks**" means any works owned by or otherwise under the control or jurisdiction of the **Regional District** that distributes, transports, or stores drinking water.

3.0 DISCHARGES TO STORM DRAINS AND WATERCOURSES

- 1) No person shall **Discharge** or allow or cause to be discharged into a **Storm Drain** or **Watercourse** any **Domestic Waste**, **Trucked Liquid Waste**, **Prohibited Waste**, or **Sanitary Waste**.
- 2) Despite the prohibition contained in Subsection 3(1), a person may **Discharge** into a **Storm Drain** or **Watercourse** water resulting from domestic activities customarily incidental to a residential use of land including:
 - (a) water resulting from natural precipitation, and drainage of such water;
 - (b) water resulting from garden and lawn maintenance, non-commercial car washing, building washing and driveway washing; and
 - (c) **Uncontaminated Water**.
- 3) Despite the prohibition contained in Subsection 3(1), a person may **Discharge** into a **Storm Drain** or **Watercourse** water resulting from the following non-domestic activities:
 - (a) street, hydrant and water main flushing; and
 - (b) firefighting activities.

4.0 APPROVAL FOR WORK IN REGIONAL DISTRICT DRAINAGE SYSTEM

- 1) No person shall, without the prior written approval of the *Manager*,
 - (a) alter, repair, remove, fill in, reconstruct, divert or carry out any other works within the *Regional District Drainage System*;
 - (b) enclose any *Watercourse* in a drain or culvert; or
 - (c) cut or remove a tree, cut or remove vegetation, remove or deposit soil, construct or build structures, or install drainage works within a *Streamside Protection Area* of a *Watercourse* where the proposed activity or work is likely to impair the quality of *Stormwater* or alter *Stormwater* flow patterns or flow rates in a manner that is likely to increase the risk of flooding or environmental damage or interfere with the proper functioning of the *Regional District Drainage System*.
- 2) A person who wishes to do work referred to in Subsection (1) shall submit to the *Manager*:
 - (a) a plan of the proposed work showing the design;
 - (b) a written report evaluating the potential impacts of the proposed work on the quality of *Stormwater* and the *Regional District Drainage System* or *Watercourse* including changes in water flow patterns, hydraulic changes and the potential for flooding; and
 - (c) a written report indicating measures that the applicant will take to minimize adverse effects on the environment while the work is carried out.
- 3) The *Manager* may waive the requirement under Subsection (2), if, in the opinion of the *Manager*, the proposed works are of such a minor nature that they are unlikely to have any appreciable impact on a *Watercourse* or on the *Regional District Drainage System*.
- 4) If the *Manager* reviews an application for approval under this section and determines that the proposed work:
 - (a) will not impair the quality of *Stormwater*; and
 - (b) will not alter *Stormwater* flow patterns and flow rates in a manner which is likely to increase the risk of flooding or environmental damage or interfere with the proper functioning of the *Regional District Drainage System*, then the *Manager* may issue the approval.

5.0 DETERMINATION OF THE WIDTH OF STREAMSIDE PROTECTION AREAS

- 1) *Streamside Protection Areas* are those areas determined with reference to the following existing or *Potential Vegetation* conditions by measuring perpendicularly away from the top of the bank or top of the *Ravine* bank on either side of a *Stream*:

- (a) intact and continuous areas of existing or *Potential Vegetation* equal to or greater than 50 metres wide;
 - (b) limited but continuous areas of existing or *Potential Vegetation* equal to 30 metres wide or discontinuous but occasionally wider areas of existing or *Potential Vegetation* between 30 and 50 metres wide;
 - (c) narrow but continuous areas of existing or *Potential Vegetation* equal to 15 metres wide or discontinuous but occasionally wider areas of existing or *Potential Vegetation* between 15 and 30 metres wide;
 - (d) very narrow but continuous areas of existing or *Potential Vegetation* up to 5 metres wide or discontinuous but occasionally wider areas of existing or *Potential Vegetation* between 5 and 15 metres wide interspersed with *Permanent Structures*.
- 2) With reference to vegetation conditions in Subsection (1), *Streamside Protection Areas* must be:
- (a) if Subsection(1)(a) or (b) applies, 30 metres wide measured perpendicularly away from the *Top of the Bank* for all *Fish-bearing Streams* or for *Non Fish-bearing Streams* that are *Permanent*;
 - (b) if Subsection (1)(a), (b) or (c) applies, 15 metres wide measured perpendicularly away from the *Top of the Bank* for *Non Fish-bearing Streams* that are non-*Permanent*;
 - (c) if Subsection (1)(c) applies, 15 metres wide measured perpendicularly away from the *Top of the Bank* for *Non Fish-bearing Streams* that are *Permanent*;
 - (d) if Subsection (1)(d) applies, 15 metres wide measured perpendicularly away from the *Top of the Bank* for all *Fish-bearing Streams*;
 - (e) if Subsection (1)(d) applies, 5 metres wide measured perpendicularly away from the *Top of the Bank* for all *Non Fish-bearing Streams*.
- 3) If a *Stream* is in a *Ravine* that is less than 60 metres in total width from *Top of Ravine Bank* to *Top of Ravine Bank*, not including the *Stream* channel within its *Active Floodplain* boundaries, protection must be consistent with Subsection (2)(a) through (e), where appropriate, from the *Top of Ravine Bank*.
- 4) If a *Stream* is in a *Ravine* that is more than 60 metres in total width from top of the *Ravine* bank to *Top of Ravine Bank*, not including the *Stream* channel within its *Active Floodplain* boundaries, a *Streamside Protection Area* must be 10 metres wide measured perpendicularly away from the *Top of Ravine Bank*.

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6.0 OBSTRUCTING WATERCOURSES

- 1) No person shall obstruct or impede the flow of a *Stream*, creek, waterway, *Watercourse*, waterworks, ditch, drain or *Storm Drain* whether or not it is located on private property.

7.0 AUTHORITY OF THE MANAGER, ENGINEERING SERVICES

- 1) The *Manager* has the powers set out in this bylaw and the responsibilities in relation to the administration of this bylaw as set out in the bylaw.

8.0 INSPECTION

- 1) The *Manager*, an employee of the *Regional District* authorized by the *Manager*, or a bylaw enforcement officer may enter at all reasonable times, on any property that is subject to this bylaw to ascertain whether the regulations of this bylaw are being observed or the requirements of this bylaw are being met.

9.0 DISCONNECTION

- 1) Where an *Owner* or occupier of real property discharges any *Domestic Waste*, trucked *Waste* or *Prohibited Wastes* into a *Storm Drain*, and where a Court of competent jurisdiction determines that the *Discharge* creates a nuisance, then the *Manager* is authorized to require the *Owner* or occupier of the real property to immediately abate the nuisance, and where the nuisance is not abated, the *Manager* is authorized to cause the nuisance to be abated by the disconnection or plugging of any *Storm Drain* connection at the expense of the person in default.
- 2) If action in default is taken under Subsection (1), the expense may be recovered from the *Owner* of the real property in accordance with Section 376 of the Local Government Act.

10.0 OFFENCES AND PENALTIES

- 1) A person who contravenes this bylaw commits an offence and is liable upon conviction to a fine not exceeding \$2,000.00.
- 2) Each day that a violation occurs or continues shall constitute a separate offence.

11.0 GENERAL

- 1) No person shall hinder or prevent the *Manager*, a person authorized by the *Manager*, or a bylaw enforcement officer from entering any *Premises* or from carrying out his duties with respect to the administration of this bylaw.
- 2) The Schedules annexed to this bylaw shall be deemed to be an integral part of this bylaw.
- 3) If any provision of this bylaw is found to be invalid by a Court of competent jurisdiction it may be severed from the bylaw.
- 4) The headings in this bylaw are inserted for convenience and reference only.
- 5) This bylaw, other than section 7, comes into force upon adoption.

12.0 PURPOSE

- 1) This bylaw must be interpreted in accordance with this section despite any other provision of this bylaw.
- 2) This bylaw is enacted for the purpose of regulating *Discharges* to, and works and activities in relation to *Watercourses* and the *Regional District Drainage System* in order to reduce the risk of flooding or *Pollution* or interference with the proper functioning of the *Regional District Drainage System*. The purpose of this bylaw does not extend:
 - (a) to the protection of any person from economic loss;
 - (b) to the assumption by the *Regional District* of responsibility for ensuring that any *Discharge* of *Wastewater* to a *Watercourse* or the *Regional District Drainage System*, or activity or works in relation to *Watercourses* or the *Regional District Drainage System* does not cause flooding, *Pollution* or interference with the proper functioning of the *Regional District Drainage System*; or
 - (c) to provide any person with a warranty that any *Discharge* of *Wastewater* or activity or works referred to in paragraph (b) will not cause flooding, *Pollution* or other nuisance to any person.
- 3) Nothing in this bylaw shall be interpreted as relieving a person discharging *Wastewater* from complying with federal, provincial and local government *Enactments* governing the *Discharge* of *Wastewater* into *Storm Drains* and *Watercourses*, and in the event of a conflict between the provisions of this bylaw and a federal or provincial *Enactment*, the provisions of the federal or provincial *Enactment* shall prevail.

READ A FIRST TIME this _____ day of _____ , 2009.

READ A SECOND TIME this _____ day of _____ , 2009.

READ A THIRD TIME this _____ day of _____ , 2009.

ADOPTED this _____ day of _____ , 2009.

Chairperson

Corporate Secretary



SCHEDULE A

TO CVRD BYLAW NO. 3307

PROHIBITED WASTE

Prohibited Waste means:

1. **Special Waste**

Special Waste as defined by the Waste Management Act (British Columbia) and its Regulations or any legislation that replaces the Waste Management Act.

2. **Biomedical Waste**

Any *Biomedical Waste*.

3. **Air Contaminant Waste**

Any *Waste* which, by itself or in combination with another *Substance*, is capable of creating, causing or introducing an *Air Contaminant*, causing *Air Pollution* outside any *Storm Drain* or *Stormwater Management Facility* or is capable of creating, causing or introducing an *Air Contaminant* within any *Storm Drain* or *Stormwater Management Facility* which would prevent safe entry by authorized personnel.

4. **Flammable or Explosive Waste**

Any *Waste*, which by itself or in combination with another *Substance*, is capable of causing or contributing to an explosion or supporting combustion in any *Storm Drain*, *Watercourse* or *Stormwater Management Facility* including, but not limited to gasoline, naphtha, propane, diesel, fuel oil, kerosene or alcohol.

5. **Obstructive Waste**

Any *Waste* which by itself or in combination with another *Substance* is capable of obstructing the flow of, or interfering with, the operation, performance or flow of any *Storm Drain*, *Watercourse* or *Stormwater Management Facility* including, but not limited to earth, sand, sweepings, gardening or agricultural waste, ash, chemicals, paint, metal, glass, sharps, rags, cloth, tar, asphalt, cement-based products, plastic, wood, waste portions of animals, fish or fowl, and solidified fat.

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6. Corrosive Waste

Any *Waste* with corrosive properties which, by itself, or in combination with any other *Substance*, may cause damage to any *Storm Drain* or *Stormwater Management Facility* or which may prevent safe entry by authorized personnel.

7. High Temperature Waste

(a) Any *Waste* which, by itself or in combination with another *Substance*, will create heat in amounts which will interfere with the operation and maintenance of a *Storm Drain* or *Stormwater Management Facility*;

(b) Any *Waste* which will raise the temperature of *Waste* discharged by a *Storm Drain*, *Watercourse* or *Stormwater Management Facility* by 1 degree Celsius or more;

(c) Any *Waste* with a temperature of 18 degrees Celsius or more at the point of *Discharge*.

8. PCB's and Pesticides

Any *Waste* containing *PCB's* or *Pesticides*.

9. Pool Water

Any water from a *Pool* containing residual chlorine, chloramine, bromine or chloride.

10. Radioactive Waste

Any *Waste* containing *Radioactive Materials* that, prior to the point of *Discharge* into a *Storm Drain* or *Watercourse*, exceeds radioactivity limitations as established by the Atomic Energy Control Board of Canada.

11. pH Waste

Any *Waste* which, prior to the point of *Discharge* into a *Storm Drain* or *Watercourse*, has a *pH* lower than 6.5 or higher than 9.0 as determined by either a *Grab Sample* or *Composite Sample*.

12. Dyes and Colouring Material

Dyes or colouring materials that produce, in a *Grab Sample* or *Composite Sample*; a *Colour* value greater than or equal to 50 true *Colour* units, or that causes discolouration of water to such an extent that the *Colour* cannot be determined by the visual comparison method as set out in *Standard Methods* except where the dye is used by a municipality or *Regional District* as a tracer.

13. Miscellaneous Wastes

Any *Waste* which by itself or in combination with another *Substance*:

(a) constitutes or may constitute a health or safety hazard to any person;

(b) causes *Pollution* in any *Storm Drain*, *Watercourse* or *Stormwater Management Facility*.

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14. Disinfectant Process Water

Any water from a waterworks containing residual chlorine or chloramine remaining from the disinfection of the waterworks or any part of the waterworks.

15. Fill

Soil, sand, clay, gravel, rock or other material of which land is composed.

16. Oily Wastewater

Any *Wastewater* that contains visible oil floating on the surface.

17. Wastewater containing *Suspended Solids*

Any *Wastewater* that contains *Suspended Solids* in concentrations that would:

(a) exceed 75 milligrams per litre as determined by either a *Grab Sample* or a *Composite Sample*, or

(b) cause the *Water Quality* in the *Watercourse* receiving the *Wastewater* to exceed the *Suspended Solids* criteria as set out in Table 2, "Summary of Approved Water Quality Criteria for Particulate Matter" in the "British Columbia Approved Water Quality Guidelines (Criteria): 1998 Edition, Updated June 28, 2000" published by the Ministry of Environment.

18. Wastewater containing *Fecal Coliform*

Any *Wastewater* that contains *Fecal Coliform* in concentrations above 200 colony counts/100-ml as determined by a *Grab Sample* or *Composite Sample*.



COWICHAN VALLEY REGIONAL DISTRICT

BYLAW NO. 3308

A Bylaw to Establish a Capital Reserve Fund for the Arbutus Ridge Water System

WHEREAS the Board of the Cowichan Valley Regional District established the *Arbutus Ridge Water System Service Area* under the provisions of the CVRD Bylaw No. 3286, cited as "CVRD Bylaw No. 3286 – Arbutus Ridge Water System Service Establishment Bylaw, 2009";

WHEREAS the *Local Government Act* and *Community Charter* empower regional districts to establish reserve funds for specified purposes;

AND WHEREAS the Board wishes to establish a Capital Reserve Fund to be used for the purposes of constructing, altering, extending, replacing and/or upgrading the works of the Arbutus Ridge Water System;

NOW THEREFORE the Board of the Cowichan Valley Regional District enacts as follows:

1. CITATION

This bylaw may be cited for all purposes as "**Cowichan Valley Regional District Bylaw No. 3308 – Arbutus Ridge Water System Capital Reserve Fund Establishment Bylaw, 2009**".

2. ESTABLISHMENT OF FUND

A Capital Reserve Fund to be known as the "Arbutus Ridge Water System Capital Reserve Fund" is hereby established.

3. PAYMENTS INTO FUND

Money from current revenues or, as available, from general revenue surplus or as otherwise provided by law may be paid into the Capital Reserve Fund.

4. EXPENDITURES FROM FUND

- a) Money in the Capital Reserve Fund, and interest earned on it, shall only be used for expenditures relating to constructing, altering, extending, replacing and/or upgrading the work in the Arbutus Ridge Water System Service Area.

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- b) The expenditures of funds in the Capital Reserve Fund shall be authorized by bylaw.

READ A FIRST TIME this _____ day of _____, 2009.

READ A SECOND TIME this _____ day of _____, 2009.

READ A THIRD TIME this _____ day of _____, 2009.

ADOPTED this _____ day of _____, 2009.

Chairperson

Corporate Secretary



COWICHAN VALLEY REGIONAL DISTRICT

BYLAW No. 3309

A Bylaw to Authorize the Preparation of a Parcel Tax Roll for the Arbutus Ridge Water System

WHEREAS the Board of the Cowichan Valley Regional District established the *Arbutus Ridge Water System Service Area* under the provisions of CVRD Bylaw No. 3286, cited as "CVRD Bylaw No. 3286 – Arbutus Ridge Water System Service Establishment Bylaw, 2009";

AND WHEREAS the Board of the Cowichan Valley Regional District is empowered under Section 803 of the Local Government Act and Section 5 of CVRD Bylaw No. 3286 to recover annual servicing costs by imposing a parcel tax on lands within the service area;

AND WHEREAS it is deemed desirable and expedient to impose a parcel tax on land benefiting from such service to meet such costs;

AND WHEREAS for the purpose of imposing a parcel tax the Board must, pursuant to Section 806.1 of the Local Government Act, provide for the preparation of a parcel tax roll for the service area;

NOW THEREFORE the Board of the Cowichan Valley Regional District enacts as follows:

1. CITATION

This bylaw may be cited as "Cowichan Valley Regional District Bylaw No. 3309 – Arbutus Ridge Water System Parcel Tax Roll Bylaw, 2009."

2. DEFINITIONS

In this bylaw, unless the context otherwise requires:

"Parcel" means any lot, block or other area in which land is held or into which it is subdivided, but does not include a highway.

3. PREPARATION OF PARCEL TAX ROLL

Beginning in the year 2010 and annually thereafter, a parcel tax roll shall be prepared in accordance with Division 4 of Part 7 of the *Community Charter* and will include all parcels of land within the boundary of the *Arbutus Ridge Water System Service Area*.

4. BASIS OF PARCEL TAX

The said parcel tax shall be imposed on the basis of a single amount for each parcel.

READ A FIRST TIME this _____ day of _____, 2009.

READ A SECOND TIME this _____ day of _____, 2009.

READ A THIRD TIME this _____ day of _____, 2009.

ADOPTED this _____ day of _____, 2009.

Chairperson

Corporate Secretary



COWICHAN VALLEY REGIONAL DISTRICT

BYLAW No. 3310

A Bylaw to Establish a Capital Reserve Fund for the Arbutus Ridge Sewer System

WHEREAS the Board of the Cowichan Valley Regional District established the *Arbutus Ridge Sewer System Service Area* under the provisions of the CVRD Bylaw No. 3288, cited as "CVRD Bylaw No. 3288 – Arbutus Ridge Sewer System Service Establishment Bylaw, 2009";

WHEREAS the *Local Government Act* and *Community Charter* empower regional districts to establish reserve funds for specified purposes;

AND WHEREAS the Board wishes to establish a Capital Reserve Fund to be used for the purposes of constructing, altering, extending, replacing and/or upgrading the works of the Arbutus Ridge Sewer System;

NOW THEREFORE the Board of the Cowichan Valley Regional District enacts as follows:

1. CITATION

This bylaw may be cited for all purposes as "**Cowichan Valley Regional District Bylaw No. 3310 – Arbutus Ridge Sewer System Capital Reserve Fund Establishment Bylaw, 2009**".

2. ESTABLISHMENT OF FUND

A Capital Reserve Fund to be known as the "Arbutus Ridge Sewer System Capital Reserve Fund" is hereby established.

3. PAYMENTS INTO FUND

Money from current revenues or, as available, from general revenue surplus or as otherwise provided by law may be paid into the Capital Reserve Fund.

4. EXPENDITURES FROM FUND

- a) Money in the Capital Reserve Fund, and interest earned on it, shall only be used for expenditures relating to constructing, altering, extending, replacing and/or upgrading the work in the Arbutus Ridge Sewer System Service Area.

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b) The expenditures of funds in the Capital Reserve Fund shall be authorized by bylaw.

READ A FIRST TIME this _____ day of _____, 2009.

READ A SECOND TIME this _____ day of _____, 2009.

READ A THIRD TIME this _____ day of _____, 2009.

ADOPTED this _____ day of _____, 2009.

Chairperson

Corporate Secretary



COWICHAN VALLEY REGIONAL DISTRICT

BYLAW No. 3311

A Bylaw to Authorize the Preparation of a Parcel Tax Roll for the Arbutus Ridge Sewer System

WHEREAS the Board of the Cowichan Valley Regional District established the *Arbutus Ridge Sewer System Service Area* under the provisions of CVRD Bylaw No. 3288, cited as "CVRD Bylaw No. 3288 – Arbutus Ridge Sewer System Service Establishment Bylaw, 2009";

AND WHEREAS the Board of the Cowichan Valley Regional District is empowered under Section 803 of the *Local Government Act* and Section 5 of CVRD Bylaw No. 3288 to recover annual servicing costs by imposing a parcel tax on lands within the service area;

AND WHEREAS it is deemed desirable and expedient to impose a parcel tax on land benefiting from such service to meet such costs;

AND WHEREAS for the purpose of imposing a parcel tax the Board must, pursuant to Section 806.1 of the *Local Government Act*, provide for the preparation of a parcel tax roll for the service area;

NOW THEREFORE the Board of the Cowichan Valley Regional District enacts as follows:

1. CITATION

This bylaw may be cited as "Cowichan Valley Regional District Bylaw No. 3311 – Arbutus Ridge Sewer System Parcel Tax Roll Bylaw, 2009".

2. DEFINITIONS

In this bylaw, unless the context otherwise requires:

"Parcel" means any lot, block or other area in which land is held or into which it is subdivided, but does not include a highway.

.../2

3. PREPARATION OF PARCEL TAX ROLL

Beginning in the year 2010 and annually thereafter, a parcel tax roll shall be prepared in accordance with Division 4 of Part 7 of the *Community Charter* and will include all parcels of land within the boundary of the Arbutus Ridge Sewer System Service Area.

4. BASIS OF PARCEL TAX

The said parcel tax shall be imposed on the basis of a single amount for each parcel.

READ A FIRST TIME this _____ day of _____, 2009.

READ A SECOND TIME this _____ day of _____, 2009.

READ A THIRD TIME this _____ day of _____, 2009.

ADOPTED this _____ day of _____, 2009.

Chairperson

Corporate Secretary



STAFF REPORT

R7

ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE MEETING OF NOVEMBER 25, 2009

DATE: November 18, 2009

FILE NO: 1880-20-SLNW

FROM: Dave Leitch, AScT, Manager, Water Management

SUBJECT: Shawnigan Lake North Water Metering/Conservation Fee

Recommendation:

That it be recommended that the CVRD apply a Water Conservation Fee of \$10,000 per connection to the following subject properties requesting inclusion into the Shawnigan Lake North Water System Service Area for the purpose of funding a water conservation, metering and backflow prevention program.

PID Nos.

001-429-876	003-122-310	009-481-079
004-166-248	009-255-702	006-121-161
009-480-901	009-255-753	006-121-179
001-959-646	008-441-804	009-255-516
003-126-102		

Purpose: To consider creating a water conservation fee for properties requesting inclusion into the Shawnigan Lake North Water System Service Area.

Financial Implications: As discussed below.

Interdepartmental/Agency Implications: Not Applicable.

Background:

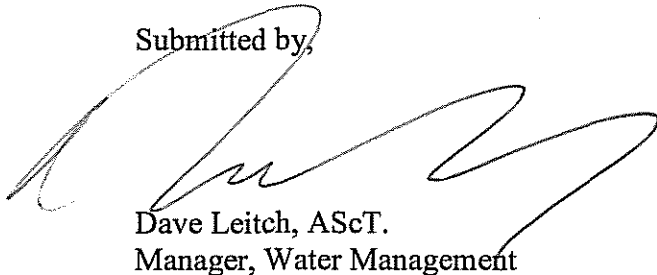
The Shawnigan Lake North Water System services approximately 655 homes (with 700 lots) in the service area with an annual allowable water licence withdrawal of 79,300,000 gallons/year from the Lake. Records from the last 5 years indicate that we have slightly exceeded our annual water licence a few times; however, with a recent upgrade of the master metering system, usage in the last 3 years shows that we have been within 85% of our allowable licence. The additional demand for the undeveloped lots will be supplied by a new well, provided by the developer.

The Regional District has been compiling a list since 2003 of properties that have requested inclusion into the service area and currently has requests from 13 properties requesting a total of 24 connections. Our current management bylaw requires that each property brought into the service area must have the source capacity of 800 gallons per day of water. Based on previous data, this would have put us over our Water Licence limit. As a result, the Regional District did not allow any expansion to the water service area.

The Shawnigan Lake North Water System is currently unmetered with only 20% of the homes in the service area currently having a usable water meter installed on their service connection. In 2007, the Regional District commissioned Stantec Consulting to complete a study on the cost of a water conservation plan and implementation of a metering program. The study indicated that the total cost of installing and upgrading water meters and backflow preventers to all homes in the service area would be approximately \$600,000.00.

Provincial and Federal infrastructure program grants have been applied for, but to date have not been successful and in order to qualify for any of the new grant programs, the water utility must have a water metering program and conservation plan implemented. Staff are therefore suggesting that by implementing a water conservation fee of \$10,000.00 per connection for the current list of properties requesting inclusion into the service area, the Regional District would be able to use this money to begin implementing a water metering program that could expect a 20% reduction in water consumption. These funds may also enable the service area to "pre-fund" the system's one-third contribution towards a future grant application, and complete the remainder of the metering program at no cost to the existing residents. This project has been identified by staff as ideal for the Community Works Fund.

Submitted by,

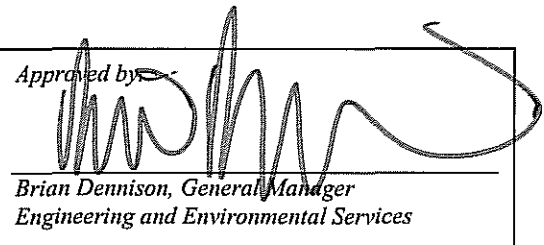


Dave Leitch, ASCT.
Manager, Water Management

DL:lkj/jlb

Bath: Z:\ESMemos2009\SLNWaterConservationFees09.docx

Approved by

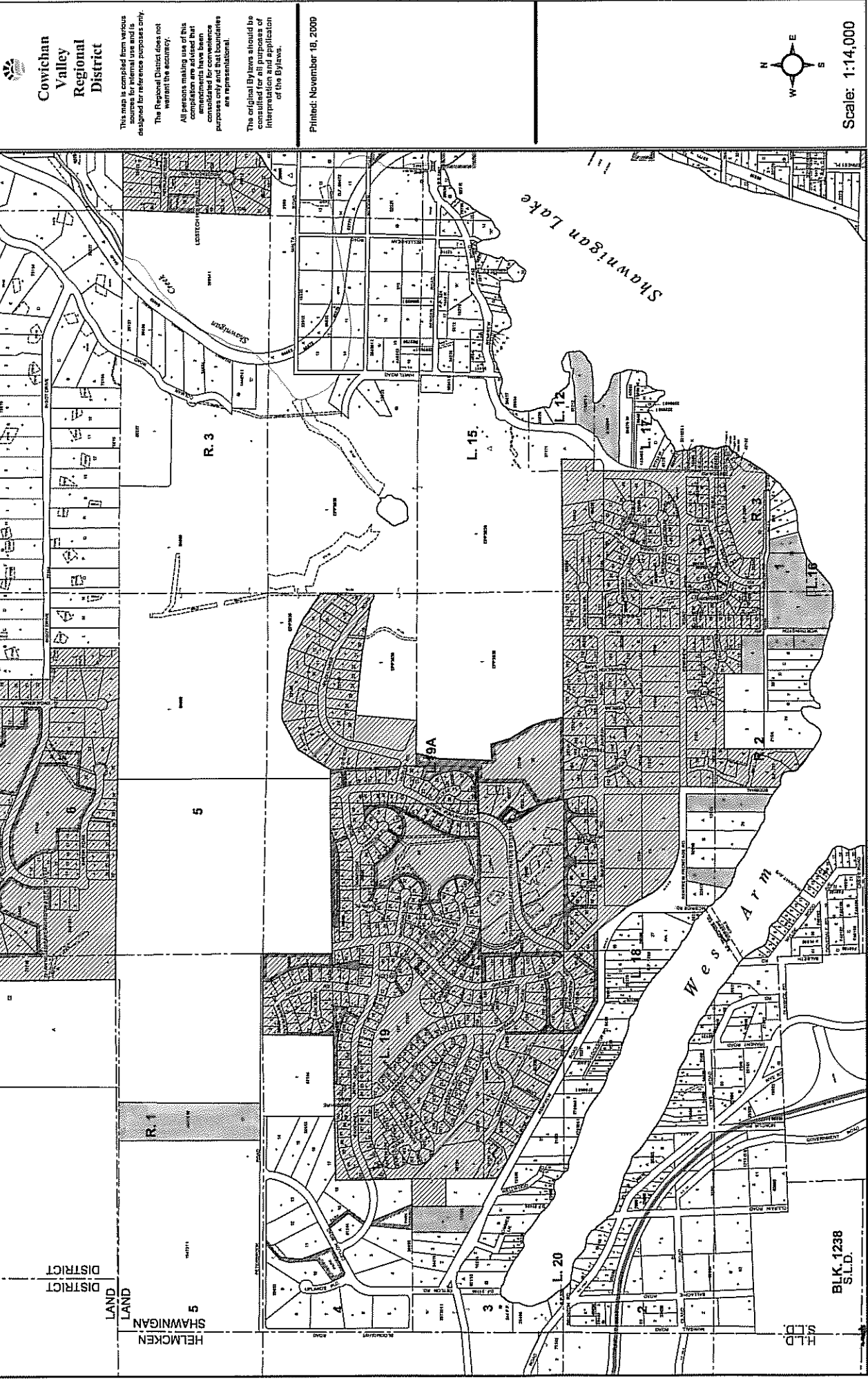


Brian Dennison, General Manager
Engineering and Environmental Services

SHAWNIGAN LAKE NORTH WATER SYSTEM

OUT-OF-AREA SERVICING REQUESTS

Civic Address/Legal Description	PID	Service File	CVRD Initial Response	Size m2	ha	Units to be Connected	Units Request	ZONE
2372 Peterbrook Road	001-429-876	SLN-03-19	Sept.4/03	38444	3.8	1		Zone F-1
2200 Renfrew Road	004-166-248	SLN-03-09	Sept. 4/03	10521	1.1	1		Zone R-3
W 5 chains of E 25 chains of Sec. 5, R.1, Shawingan Dist.								
1996 Renfrew Road	009-480-901	SLN-03-05	June 22/04	10231	1.0	1		Zone R-3
DL.12, Shawingan Dist.								
2000 Renfrew Road	001-959-646	SLN-03-05	June 30/04	11422	1.1	1		Zone R-3
2240 Renfrew Road	003-126-102	SLN-05-01	Jan. 20/05	5843	0.6	1	3	Zone R-3
2425 Renfrew Road	003-122-310	SLN-05-05	Oct. 31/05	11890	1.2	1		Zone F-1
2080 Cullin Road	009-255-702	SLN-07-03	Feb. 21/07	16326	1.6	4	14	Zone R-3
	009-255-753			10831	1.1			
	008-441-804			4088	0.4			
	009-481-079			4337	0.4			
					3.6			
2626 Worthington Road	006-121-161	SLN-07-04	Feb.21/07	6061	0.6	3	1	Zone R-3
Lot A, Sec. 1, R 2 PI 3974								
2100 Worthington Road	006-121-179			2644	0.3		2	
Lot H Sec. 1, R. 2 PI 3974								
Lot AM4, Block 31, PI 218A,	009-255-516			3123	0.3		4	
Portion S 1/2, Malahat					1.2			
						13	24	



Cowichan Valley Regional District

This map is compiled from various sources for internal use and is designed for reference purposes only. The Regional District does not warrant the accuracy. All persons making use of this compilation are advised that it is not intended for legal purposes only and that boundaries are representational. The original Bylaws should be consulted for all purposes of interpretation and application of the Bylaws.

Printed: November 18, 2009

Scale: 1:14,000



STAFF REPORT

R8

ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE MEETING OF NOVEMBER 25, 2009

DATE: November 18, 2009 **FILE NO:** 5360-01-CRD

FROM: Bob McDonald, Manager, Recycling & Waste Management Division

SUBJECT: Temporary Solid Waste Export Request to Capital Regional District

Recommendation:

That it be recommended that the CVRD request that the Capital Regional District consider temporary acceptance of out-of-region municipal solid waste from the CVRD commencing in 2012.

Purpose: To provide the CVRD with some certainty regarding municipal solid waste (MSW) disposal options after our existing waste export contract expires in 2011.

Financial Implications: Estimated to be relative to current waste management costs.

Interdepartmental/Agency Implications: None, as the CVRD Solid Waste Management Plan allows for waste export to any authorized facility through 2017.

Background:

As referenced in the recent Provincial throne speech, the Province is intending to ban the international export of MSW. Currently, few in-province alternatives exist for this material. Although 18 months of increased capacity has been approved for at the Cache Creek landfill, this decision is subject to several First Nations' appeals. A proposed long-term expansion of this landfill is also of great debate, and subject to legal challenge. Metro Vancouver has indicated it will instead pursue several waste-to-energy facilities in the lower mainland, but again this plan has not been approved and is sure to be subject to challenge. Even if such capacity is secured, it will not be available for several years past 2012, and may not be available to, or practical for, the CVRD.

In the meantime, the Capital Regional District (CRD) has put forward several alternative solid waste management funding options, as they forecast significant revenue shortfalls entering the next decade (see attached CRD staff report). Basically, as they divert material from disposal, their main revenue source decreases. Such diverted materials(e.g. food wastes) are also relatively costly to manage, thereby increasing their costs. This has led to a projected depletion of their 'sustainability fund' and a potential \$10 million shortfall. One of the main funding options outlined is the temporary importation of MSW from the CVRD for three years (2012 through 2014) to help offset such shortfalls. This is expected to decrease their overall lifespan of the existing landfill by six months.

Discussion:

Traditionally, management of wastes 'closer to home' has been the accepted practice, and importation of such has been a sensitive topic. These traditional views are still upheld, but are giving way to the practicalities of cost, environmental impact, local jobs and the economy. As a result, partnerships between regional districts and various levels of government are developing at an unprecedented pace. In regard to solid waste management alone, the CVRD has been hosted by Metro Vancouver since 1997, and has conducted joint studies with the Regional District of Nanaimo, and lately with the CRD towards a more integrated approach to managing waste.

The province has recently approved \$30,000 of funding for the CRD, RDN and CVRD to look at the feasibility of a joint partnership to manage MSW, as we share common challenges and practicalities. This particular study will examine the potential of waste to energy in regard to jointly managing MSW and biosolids. Again, the eventual establishment of any such facility(ies) is several years into the future. Nevertheless, the emerging direction to look at shared resources and joint opportunities is not only fully upon us, but is expected of us. This is true of any public body and reflects both the provincial mandate and funding criteria for integrated resource management.

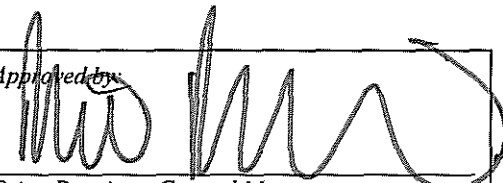
A temporary agreement with the CRD along such lines obviously supports responsible fiscal management through local jobs and the Island economy, but also environmental considerations such as reduced greenhouse gas emissions. This would serve the CRD and ourselves well by providing a sound foundation for future waste or resource management partnerships on the Island.

Submitted by,



Bob McDonald, Manager
Recycling & Waste Management Division

Approved by:



Brian Demison, General Manager
Engineering and Environmental Services

BMc:jlh

Bath: Z:\ESMemos2009\CRD Waste Export Request Nov 09.doc



**REPORT TO ENVIRONMENT COMMITTEE
MEETING OF WEDNESDAY 28 OCTOBER 2009**

SUBJECT FINANCIAL MANAGEMENT – REVENUE SOURCES FOR THE SOLID WASTE FUNCTION

PURPOSE

To advise the Environment Committee of a study being undertaken to review funding options for the solid waste function, including budget implications.

BACKGROUND

The solid waste function is comprised of recycling and waste diversion programs and initiatives, Hartland operations and capital works, education, planning and administration. The function is entirely self-supported by revenues from landfill tipping/user fees, sale of recyclable materials, general revenue (from product stewardship programs, landfill fines, interest income, etc.) and funds from the Solid Waste sustainability fund.

The sustainability fund was established in 1998 from previous annual operating surpluses to support the solid waste function in the event of a shortfall in revenues. The sustainability fund is projected to be exhausted in 2013 with a \$1.9 million shortfall in 2014. Future projected revenues will be inadequate to sustain the current and future solid waste programs due to declining tonnages of garbage received at Hartland, as a result of the region's current and future diversion programs. If the solid waste function assumes the role of collecting and funding organics on a region wide basis, the sustainability fund deficit will be in the order of \$10 million. Alternate methods of funding the solid waste function need to be established. Figure 1 (attached) illustrates the tonnage received/diverted and sustainability fund balance to 2014.

A consultant with solid waste financial expertise will be retained to develop financial projections for various revenue generating options and sources, including utility billing, requisition and other revenue generating opportunities (i.e., increase in tipping fee, aggregate sales, accepting out-of-region waste, resource recovery, etc.). The consultant will also provide case studies on solid waste funding methods in other jurisdictions.

In addition to the work above, the consultant will also be asked to calculate the 2009 value of landfill space and to prepare a formula for an annual adjustment of this value.

The above work will be linked to the Core Area sewage treatment project to ensure an integrated solid waste/liquid waste approach that maximizes financial and resource recovery opportunities.

Budget Implications

In order to address the projected sustainability fund shortfall, preliminary short term financial modeling indicates that by:

- adding \$5/year to the tipping fee for 2013 and 2014 (\$1.6 million);
- selling surplus rock from Hartland (\$3 million); and
- accepting Cowichan Valley Regional District waste at Hartland (\$3 million/year for three years),

the CRD may be able to sustain its current and proposed programs, fund a region-wide organics program, introduce financial incentives to encourage large loads to Hartland (to reduce traffic) and reflect a positive surplus in the sustainability fund by 2014.

Environment Committee – 28 October 2009

Re: Financial Management – Revenue Sources for Solid Waste Function

Page 2

The financial planning will be completed in late spring of 2010 and forwarded to Solid Waste Advisory Committee (SWAC) and the Environment Committee for consideration.

The Solid Waste Strategic Plan will then be revised to reflect these changes and presented to SWAC and the Environment Committee in the winter of 2010. Upon receiving approval of the Solid Waste Strategic Plan, work on the Solid Waste Management Plan Revision 3 will commence.

FINANCIAL IMPLICATIONS

Funding for this work, in the amount of \$40,000, was approved by the Board in the 2009 solid waste budget.

SOLID WASTE ADVISORY COMMITTEE

As its meeting of 08 October 2009, the Solid Waste Advisory Committee asked for clarification on aggregate sales. Staff explained that there is potential for selling the current stockpile of surplus rock, especially since it can cause environmental issues due to leaching. There is also the potential to use quarrying of aggregate in the future as a long-term source of funding.

The Solid Waste Advisory Committee also questioned whether it would be counterproductive to accept out-of-region waste if the CRD goal is to conserve landfill space. Staff responded that accepting out-of-region waste from the Cowichan Valley Regional District for three years would reduce Hartland's lifespan by half a year but could generate revenues of up to \$9 million.

RECOMMENDATION

That the Environment Committee receive this report for information.

Alan Summers, PEng
Senior Manager, Solid Waste Division

Larisa Hutcheson, PEng
Acting General Manager, Environmental Services
Concurrence

JC:cs
Attachment: 1

FIGURE 1

TONNAGE RECEIVED/DIVERTED AND SUSTAINABILITY FUND BALANCE

