



## SANITARY SEWER AND STORM SEWER REGULATIONS BYLAW NO. 3210

A Bylaw to regulate the use of sanitary sewers and storm sewers in the City of Langley and to establish, terms and conditions under which the services maybe given

The Council for the City of Langley, in open meeting assembled, hereby enacts as follows.

### **DEFINITIONS**

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

#### ***Approval***

means the written approval of the *City Engineer* for the *Works and Services* applied for by the *Owner*, and may be in any form deemed acceptable by the *City Engineer*;

#### ***Bioswale***

means an infiltration swale that has been designed to treat *Storm Runoff*;

#### ***Building Official***

means the Manager of Building and Licensing or their Designate;

#### ***City***

means the City of Langley;

#### ***City Employee***

means *City* employees, including contractors or agents hired by the *City* to conduct storm or sanitary sewer related *Works and Services*;

#### ***City Engineer***

means the Director of Engineering, Parks & Environment or that person's designate;

#### ***Collector***

means Director of Corporate Services or that person's designate;

#### ***Council***

means the duly elected officials of the City, being the Mayor and Councilors;

#### ***Connection***

means the physical connection between the *Sanitary/Storm Sewer Service* and the *Private Sanitary/Storm Sewer System*;

***Cross Connection***

means any actual or potential connection between any of the *Sanitary Sewer System* and *Storm Sewer System*;

***Deposit***

means the amount of money set out as a deposit and paid by the *Owner* to the *City* for a particular sanitary or storm service, which may be used to offset the actual costs of providing the service;

***Disconnection***

means the physical separation or permanent plug of the *Sanitary and/or Storm Service*;

***DCM***

means City of Langley Design Criteria Manual, as amended from time to time.

***Drainage***

means water, including without limitation *Storm Runoff*, but excluding *Waste*; which is discharged into or otherwise enters the *Storm Sewer System*;

***Environmental Management Act***

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

***Fees and Charges Bylaw***

means the City of Langley Fees and Charges Bylaw, No. 2837 as amended or replaced from time to time;

***FOG (Fat, Oil or Grease)***

means insoluble organic fats, oils and grease from animal or vegetable sources;

***Food Sector Establishment***

means:

- a. A business establishment or institutional facility where food is prepared or made ready for eating or packaged and thereafter shipped to any establishment described in (b) or (c) below;
- b. A retail establishment or institutional facility where food is prepared and made ready for retail sale or sold to the public and includes grocery stores, fresh produce stores, bakeries, butcher shops and similar establishments;
- c. A business or institutional eating or drinking establishment where food is prepared or made ready for eating and is sold or served to the public (or with respect to institutions,

sold or served to persons employed at, served by or attending those institutions) whether or not consumed on the premises, and includes restaurants, delicatessens, fast-food outlets, caterers, cafeterias, hospitals, pubs, bars, lounges or other similar establishments;

***Grease Interceptor (also known as a Grease Trap)***

means a gravity grease interceptor, hydromechanical grease interceptor, or grease removal device that separates, and then removes or retains, *FOG* from wastewater before it is discharged into a sanitary sewer system;

***GVS&DD***

means the Greater Vancouver Sewerage & Drainage District;

***GVS&DD Bylaw***

means the Greater Vancouver Sewerage & Drainage District Use Bylaw No. 299, 2007, as amended, enacted by the *GVS&DD* pursuant to the *Environmental Management Act* and the Greater Vancouver Sewerage and Drainage District Act, S.B.C. 1956 c. 59, as amended or replaced from time to time;

***High Volume***

means two (2) or more cubic meters of water consumption per day;

***Inspection Chamber***

means a *City*-owned chamber that contains a *City* approved vertical pipe that extends to the surface and includes a valve box, and is located:

- At or near the property line as per supplemental standard drawings in the *City's DCM*; and
- At the connection between the:
  - *Storm Sewer Service* and the *Private Storm Sewer System*, or
  - *Sanitary Sewer Service* and the *Private Sanitary Sewer System*,

***Low Volume***

means less than two (2) cubic meters of water consumption per day;

***Metered Sewer Rate***

means a charge that varies with the volume of water delivered to the property or, with the volume of discharge to the *Sanitary Sewer System*;

***New Service***

means the replacement of the existing *Storm Sewer Service* or *Sanitary Sewer Service* with new *Storm Sewer Service* or *Sanitary Sewer Service* in approximately the same location;

***Owner***

in respect of real property, has the same meaning as in the *Community Charter* and, for the purposes of sections 3, 6, 9, 10 and 11, includes an occupier of the property;

***PACP***

means Pipeline Assessment Certification Program, that outlines the North American Standard for identifying and assessing defects in pipes. The program was developed to provide a standardized coding format for classifying, evaluating, and managing pipeline conditions in a consistent and reliable manner.

***Parcel***

has the same meaning as in the *Community Charter*;

***Penalty Interest Rate***

means a rate of interest equal to interest rate charged for overdue taxes under the Tax Penalty Addition Bylaw, 1983, No. 1267 and its amendments;

***Permanent Cap***

means a *Disconnection* of the existing *Storm Sewer Service* or *Sanitary Sewer Service* at the main where the existing service is to be abandoned and a to the property provided;

***Pool Water***

means chlorinated water or water originating from a swimming pool;

***Private Sanitary Sewer System***

means:

- a. The valves, pipes, and other devices providing for the discharge of *Waste* between the *Inspection Chamber* and the buildings or other improvements located on private property regardless of whether the *Inspection Chamber* is located on private property or property owned by or vested in the *City*; or
- b. If there is no inspection chamber, the valves, pipes and other devices providing for the discharge of *Waste* between the property line and the buildings or other improvements;

***Private Storm Sewer System***

means:

- a. The valves, pipes, and other devices providing for the discharge of *Drainage* between the *Inspection Chamber* and the buildings or other improvements located on private property regardless of whether the *Inspection Chamber* is located on private property or property owned by or vested in the *City*; or
- b. If there is no inspection chamber, the valves, pipes and other devices providing for the discharge of *Drainage* between the property line and the buildings or other improvements;

***Professional Engineer***

means a person registered with “Engineers and Geoscientists of British Columbia” (EGBC);

***Prohibited Waste***

has the same meaning as in the *GVS&DD Bylaw*, as amended;

***Rate***

means the amount set out as a rate for a particular service or item in the *City's Fees and Charges Bylaw*, as amended;

***Regular Working Hours***

means the *City's* Operations Centre seasonal working hours, which may vary from time to time. Residents are encouraged to call 604-514-2910 anytime between 8:30 am to 3:30 pm for working hours confirmation;

***Restricted Waste***

has the same meaning as in the *GVS&DD Bylaw*, as amended;

***Sanitary Sewer Service***

means a service pipe and appurtenances (e.g., cleanout wye, fittings, or other devices), which includes an *Inspection Chamber* and connects *Private Sanitary Sewer System* to the *Sanitary Sewer System*. Once constructed, the *City* will take ownership of the *Sanitary Sewer Service*;

***Sanitary Sewer System***

includes all of the mains, pipes, sanitary pump stations, valves, controls, devices, fittings, meters and other items owned or controlled by the *City* or the *GVS&DD* used for the collection, storage, treatment, conveyance, use, discharge and disposal of *Waste*;

***Storm Runoff***

means water on the surface of land resulting from natural precipitation or snow melt;

***Storm Sewer Service***

means the valves, pipes, and all other related devices, which includes an *Inspection Chamber* and connects *City's Storm Sewer System* to the *Private Storm Sewer System*. Once constructed, the *City* will take ownership of the *Storm Sewer Service*;

***Storm Sewer System***

means all of the mains, pipes, valves, controls, devices, fittings, meters, catch basins, inlets, outlets, ditches, watercourses, detention and infiltration systems, and all other items owned or controlled by the *City* or the *GVS&DD* used for the collecting, impounding conveying and discharge of *Drainage*;

***Temporary Cap***

means a cap on the existing *Storm or Sanitary Sewer Service Connection* at, or near, property line that will be removed when the storm or sanitary sewer service to the property is reconnected;

***Video Inspection***

means a pipeline video inspection and condition report by a certified pipeline inspection company.

**Wash Water**

means water used to clean or wash materials or cars;

**Waste**

means sewage from a property or any other source and includes “waste” as defined in the *GVS&DD Sewer Use Bylaw*;

**Works and Services**

means any alteration to the *Sanitary or Storm Sewer System*, *Sanitary or Storm Sewer Service*, *a Connection*, *a New Service*, *a Temporary Cap*, *a Permanent Cap*, the installation of a meter, *a Disconnection*, or any other activity requiring *Approval* from the *City Engineer* and any inspections of the *Sanitary Sewer System* or *Storm Sewer System*.

**GENERAL PROVISIONS****1. Language**

Different words are used throughout this Bylaw to emphasize the degree to which a warrant or criterion requires adherence too. The following defines the intent of the commonly used word:

- 1.1. Shall: Describes a mandatory condition.
- 1.2. May: Describes a permissive condition - it refers to situations where upon *Approval* of the *City Engineer*, other options or methods can be accepted.

**2. Establishment and Operation**

- 2.1 This Bylaw sets out the terms under which the *Sanitary or Storm Sewer System* shall be used.
- 2.2 The sanitary sewer usage fees are set out in the *City's Fees and Charges Bylaw*, as amended.
- 2.3 The *Sanitary or Storm Sewer System* may be altered or extended, from time to time in accordance with designs approved by the *City Engineer*, to meet the needs of the inhabitants of the *City* and adjacent localities.
- 2.4 Nothing in this Bylaw shall be interpreted to mean that the *City* gives any assurance to any person with respect to the existing capacity or continuance of *Sanitary or Drainage* collection, conveyance, or disposal by way of the *Sanitary or Storm Sewer System* respectively.
- 2.5 *Sanitary flows* from the *Sanitary Sewer System* are discharged to the *GVS&DD* sanitary sewer for transportation to and treatment at a “*GVS&DD Sewage Facility*”. All discharges to the *Sanitary Sewer System* are required to be in compliance with the terms and conditions of acceptable discharge as regulated by the *GVS&DD Bylaws*.

### 3. Powers and Duties of the City Engineer

- 3.1. The *City Engineer* is granted the authority for the design, operation, maintenance, repair, improvement and extension of the *Sanitary and/or Storm Sewer System* and all *Works and Services* shall be under the supervision and control of the *City Engineer*.
- 3.2. If the *City Engineer* determines that an emergency exists whereby, in the opinion of the *City Engineer*, the health and safety of the residents of the *City* may potentially be endangered, then:
  - 3.2.1. The *City Engineer* may issue such orders and directions and take such steps as the *City Engineer* determines are necessary for the protection of the health and safety of the residents of the *City*, the protection of the environment, or the protection of the *Sanitary or Storm Sewer System*, and all *Owners* and users of the *Sanitary or Storm Sewer System* shall comply with such orders and directions.
- 3.3. The *City Engineer* may, by order, require that any *Owner* of real property:
  - 3.3.1. Connect buildings, fixtures or other improvements requiring sanitary sewer service on their property to the *Sanitary Sewer System* in a manner specified by the *City Engineer*;
  - 3.3.2. Connect building, fixtures or other improvements on their property to an existing *Storm Sewer System* in a manner specified by the *City Engineer*;
  - 3.3.3. Clear an obstruction or remedy a malfunction of a *Sanitary Sewer System Connection, Storm Sewer System Connection, Bioswale, Grease Interceptor*, or oil, grit and sand interceptors;
  - 3.3.4. Undertake any *Works and Services* set out in this Bylaw.
- 3.4. If an *Owner* fails to take any action required under this Bylaw, including undertaking any *Works and Services* required to be done under the provisions of this Bylaw, the *City Engineer* may enter on to the real property of that *Owner* to enforce the provisions of this Bylaw.
- 3.5. If the *City Engineer* takes action pursuant to section 3.4 of this Bylaw, the *City Engineer* may fulfill this Bylaw requirements at the expense of the *Owner* and recover the costs incurred as a debt and may cause the debt to be collected in the same manner and with the same remedies as property taxes.
- 3.6. The authority given to the *City Engineer* by this Bylaw to take any action, or to do or cause to be done any work with respect to the *Sanitary and/or Storm Sewer System*, or *Sanitary and/or Storm Sewer Service Connection*, shall not be interpreted to mean that the *City* or the *City Engineer* has any duty to take such action.

### 4. Works and Services

- 4.1. No person will connect any roof drains, tile or conduit collecting surface *Drainage* or *Storm Runoff* in any way to the *Sanitary Sewer System* or drain or permit to be drained into the *Sanitary Sewer System*.

- 4.2. Septic tanks/systems are not permitted in the *City*.
- 4.3. No person shall cause, undertake, allow or permit any *Works and Services* without first obtaining the *City Engineer's Approval*.
- 4.3.1. An application shall be submitted to the *City* on a standard form provided by the *City's* Engineering Services.
- 4.3.2. For other *Works and Services* not specifically mentioned in this Bylaw, the *Owner* shall include additional details in the application form, when required by the *City Engineer*
- 4.4. The *City Engineer* may authorize others to undertake *Works and Services*.
- 4.5. Any person or contractor, other than a *City Employee*, that has received *Approval* from the *City Engineer* to undertake the *Works and Services* shall ensure that those *Works and Services* are undertaken in compliance with all terms and conditions, specifications, designs and requirements provided by, or approved by the *City Engineer*.
- 4.6. If the *City* undertakes, or causes to be undertaken, *Works and Services* referred to in this Bylaw then the costs of such work, including all costs of engineering services and supervision, shall be payable by the *Owner*.
- 4.7. The *Owner* shall supply and install all fittings, fixtures, piping and other equipment required to complete a *Private Sanitary and Storm Sewer Systems* at the *Owner's* cost.
- 4.8. *Inspection Chambers* are required with any *Sanitary or Storm Sewer Service Connection* at the *Owner's* cost.
- 4.9. Without limiting the generality of the foregoing, as a condition of an *Approval* of *Works and Services*, the *City Engineer* may require an *Owner* to, at his or her own expense, install a *New Service* if, in the opinion of the *City Engineer*, the *Sanitary and/or Storm Sewer Service* is in need of replacement.
- 4.10. Sanitary or Storm Sewer Service Connection
- 4.10.1. An *Owner* shall apply for *Approval* of a *Sanitary or Storm Sewer Service Connection*, prior to commencing the *Works and Services*.
- 4.10.2. Prior to issuing an *Approval*, the *City Engineer* may require that specifications and design drawings of the *Private Sanitary/Storm Sewer System* be prepared and sealed by a *Professional Engineer* at the *Owner's* cost. The drawings must include the following statement:
- "Field Reviews by a *Professional Engineer* or a subordinate under his/her direct supervision, as mandated by Engineers and Geoscientists BC, are required".
- 4.10.3. Unless otherwise approved by the *City Engineer*, all *Sanitary or Storm Sewer Service* installations shall be carried out by the *City Employee*.

- 4.10.4. Upon *Approval* of the *Sanitary or Storm Sewer Service Connection*, the *City Employee* will estimate the cost of *Sanitary/Storm Sewer Services* installation.
- 4.10.5. The *Owner* shall pay the actual costs of installing a *Sanitary and/or Storm Service*, as outlined in the *Fees and Charges Bylaw*.
- 4.10.5.1. Prior to starting the *Works and Services*, the *Owner* shall pay a *Deposit* to the *City* for the cost of the *Sanitary/Storm Sewer Services* installation.
- 4.10.5.1.1. The *City Engineer* will determine the required *Deposit* for a specific site based on site configurations (e.g., depth of the services, soil texture/structure, presence of third-party utilities, etc.). *Deposits* shall be in the form of cash, debit, or certified cheques, and are estimates only.
- 4.10.5.2. The *City* will apply the *Deposit* to actual costs of a *Sanitary and/or Storm Service* installation, as the case may be:
- 4.10.5.2.1. If the actual costs are less than the *Deposit*, the *City* will refund the difference to the *Owner*, or
- 4.10.5.2.2. If the actual costs are more than the *Deposit*, the *City* will charge the *Owner* the difference
- 4.10.6. Unless otherwise approved by the *City Engineer*, the following chronological order is required to complete *Sanitary or Storm Sewer Service Connection* (see Figure 1):
- Step 1: The *Owner's* contractor installs the *Private Sanitary/Storm Sewer System*. The *Private Sanitary or Storm Sewer Service* shall be approved by the *City's* Building Officials prior to final *Connection* to the *City Sanitary or Storm Sewer Services*.
- Step 2: The *City Employee* installs *Sanitary/Storm Sewer Services* from the *City owned Sanitary/Storm Sewer System* up to the property line and add a *Temporary Cap*; and
- Step 3: As the final step, the *Owner's* contractor will make the *Connection* between the *Private Sanitary/Storm Sewer System* and the *Sanitary/Storm Sewer Services* at the property line (i.e., connection point) under the *City Employee's* supervision.
- 4.10.7. The *Owner* shall inform the *City Engineer*, at least one week prior to connecting to the *City* services, to arrange for having the service *Connection* done under the inspection of the *City Employee* at cost to the *Owner*, as per the *City's Fees and Charges Bylaw*.
- 4.10.7.1. The *City Engineer* shall charge an inspection fee against the *Deposit*. There will be no separate inspection fees required for development/subdivision applications with Servicing Agreements.

#### 4.11. Sanitary or Storm Sewer Service Disconnection

4.11.1. An *Owner* shall apply for *Approval* of a *Sanitary or Storm Sewer Service Disconnection*.

4.11.2. Unless otherwise approved by the *City Engineer*, all *Sanitary or Storm Sewer Service Disconnections* shall be carried out by the *City Employee*.

4.11.3. Upon *Approval* of the *Sanitary or Storm Sewer Service Disconnection*, the *City Employee* will estimate the cost of *Sanitary/Storm Sewer Disconnection*.

4.11.4. The *Owner* shall pay the actual costs of the *Disconnection*, as outlined in the *Fees and Charges Bylaw*.

4.11.4.1. Prior to starting the *Works and Services*, the *Owner* shall pay a *Deposit* to the *City* for the cost of the *Disconnection*.

4.11.4.1.1. The *City Engineer* will determine the required *Deposit* for a specific site. *Deposits* shall be in the form of cash, debit, or certified cheques, and are estimates only.

4.11.4.2. The *City* will apply the *Deposit* to actual costs of the *Sanitary and/or Storm Service Disconnection*.

4.11.4.2.1. If the actual costs are less than the *Deposit*, the *City* will refund the difference to the *Owner*, or

4.11.4.2.2. If the actual costs are more than the *Deposit*, the *City* will charge the *Owner* the difference

4.11.5. The *City Employee* adds a *Permanent Cap* to *Disconnect* the *Sanitary/Storm Sewer Services* from the *Private Sanitary or Storm Sewer System*.

4.12. The *City Engineer* may refuse to issue an *Approval* for *Works and Services* if in the opinion of the *City Engineer*:

4.12.1. The content or quality of the *Waste* discharged or expected to be discharged into the *Sanitary Sewer System* is contrary to this Bylaw, any other *City* bylaws, *GVS&DD* bylaws, or other applicable laws;

4.12.2. The *Sanitary or Storm Sewer System* has insufficient capacity for the intended or expected discharge of *Waste* or *Drainage*; or

4.12.3. The *Works and Services* would pose a risk to the proper operation of the *Sanitary Sewer System* or the *Storm Sewer System*, cause damage to the *Sanitary or Storm Sewer System*, damage the environment, pose risk to public health, safety or wellbeing, or otherwise be contrary to public interest.

#### 4.13. Building Permit Application

4.13.1. When:

An application for a building permit:

- Has a construction value greater than or equal to \$200,000; or
- In the opinion of the *Building Official*, the permit application is related to a property where its total construction value of the *Works and Services* related to the current building permit application plus its other renovation/construction values completed during the last 12 months from the time of the permit application exceeds \$250,000;

Or:

When an *Owner* applies to subdivide, develop, or rezone a *Parcel*;

Then:

The following shall apply to their *Sanitary and Storm Sewer Service Connection, Private Sanitary and Storm Sewer System, and Bioswale (where applicable)*;

- 4.13.1.1. If the *Sanitary or Storm Sewer Service, or Private Sanitary or Storm Sewer System* are less than 30 years old, the *Owner* shall provide a *Video Inspection* of them, carried out by a *PACP* certified contractor with their recommendation, for the *City Engineer* to review;
  - 4.13.1.1.1. If in the opinion of the *City Engineer* their flow conveyance capacity is not adequate for service or have structural damages, the *City Engineer* will require the *Owner* to repair or replace any system deficiencies to the *City Engineer's* satisfaction;
- 4.13.1.2. If the *Sanitary or Storm Sewer Service, or Private Sanitary or Storm Sewer System* are 30 years old or older, and is made of PVC, the *Owner* shall provide a *Video Inspection* of them, carried out by a *PACP* certified contractor with their recommendation, for the *City Engineer* to review.
  - 4.13.1.2.1. If in the opinion of the *City Engineer* their flow conveyance capacity is not adequate for service or have structural damages, the *City Engineer* will require the *Owner* to repair or replace any system deficiencies to the *City Engineer's* satisfaction;
- 4.13.1.3. If the *Sanitary or Storm Sewer Service, or Private Sanitary or Storm Sewer System* are 30 years old or older, and is made of material other than PVC, the *Owner* shall:
  - 4.13.1.3.1. Install a *New Service*.

- 4.13.1.4. Despite Sections 4.13.1.1, 4.13.1.2, and 4.13.1.3, all no-corrode, Asbestos Cement (AC) or clay service pipes shall be replaced regardless of their age or structural condition;
- 4.13.1.5. In all cases, a post construction *Video Inspection of the Private Sanitary Sewer System* shall be *carried out* by a *PACP* certified contractor with their recommendation and submitted to the *City Engineer* for review and *Approval*; and the *Owner* shall address any deficiencies to the *City Engineer's* satisfaction.
- 4.13.1.6. All shared *Sanitary or Storm Sewer Services*, and shared *Private Sanitary or Storm Sewer Systems* shall be replaced with separate systems to allow for each property to have its own *Sanitary and Storm Sewer Service Connection* and *Private Sanitary and Storm Sewer System*.
- 4.13.1.7. At the discretion of the *City Engineer* and where applicable, the *Owner* shall have their property frontage *Bioswale(s)* inspected by a Professional Engineer at the time of construction to ensure its functionality as designed, and shall:
  - 4.13.1.7.1. Submit a report to the *City Engineer* for review and *Approval*; and
  - 4.13.1.7.2. If in the opinion of the *City Engineer*, the *Bioswale* is not functioning per standards set in the *City's DCM*, address any deficiencies to the *City Engineer's* satisfaction;
- 4.13.2. Any *Cross Connections* shall be removed, and proper downstream *Connections* shall be installed instead, to the *City Engineer's* satisfaction;
- 4.13.3. All costs associated with the above are the responsibility of the *Owner*.

## 5. Interruption of Service

- 5.1. The *City Engineer* may interrupt or discontinue the collection of *Waste* or *Drainage* from any property, or from any *Sanitary or Sewer Service*:
  - 5.1.1. At any time, and from time to time, as the *City Engineer* determines is required to protect, repair, operate, extend or maintain the *Sanitary or Storm Sewer System*, or to protect public health or safety.
    - 5.1.1.1. A minimum of five working day notice to each *Owner* and occupier is required during non-emergency situations when public safety and health, and/or environmental health of the *City's* watercourses are not endangered and if:

- 5.1.1.1.1. The *Sanitary or Storm Sewer System* is being used contrary to this Bylaw, any other applicable *City* bylaws, or other laws;
      - 5.1.1.1.2. Any portion of the *Sanitary or Storm Sewer System Service* is malfunctioning, or incorrectly installed, or creating a nuisance to others; or
      - 5.1.1.1.3. If there is an unauthorized *Sanitary or Storm Sewer Service*, or additions or alterations of those services which have been installed without the *Approval* of the *City Engineer*.
- 5.2. If the *City Engineer* discontinues the collection of *Waste* or *Drainage* from any property pursuant to section 5.1 of this Bylaw, the *Owner* of that property may, within fourteen (14) days of service disconnection, make a written request for representations to *Council*, requesting that the service be restored.
- 5.3. If any *Cross Connection* is installed or created, the *Owner* shall, upon notice from the *City Engineer*, immediately or as directed by the *City Engineer*, take steps as directed to cease and eliminate the *Cross Connection* at the *Owner's* cost.
- 5.4. If a building or structure is removed from the *Parcel*, is destroyed or is damaged to the extent that it can no longer be put to any legally permitted use, the *City Engineer* will cause the *Sanitary or Storm Sewer Service* for the parcel to be disconnected.
- 5.5. In every case, the *Owner* shall pay a *Deposit* for the *Disconnection* of the *Sanitary or Storm Service* and is responsible for the actual cost of the works.
- 5.6. A *Sanitary or Storm Sewer Service* will not be reconnected, except as permitted in section 4.9 of this Bylaw.

## **6. Responsibilities of Users**

- 6.1. No *Owners* shall cause, allow or permit *Waste* to be drained, discharged or disposed of in any manner other than through the *Sanitary Sewer System* in accordance with the requirements of this Bylaw, *City's* other relevant bylaws, the *Environmental Management Act*, the Public Health Act, S.B.C. 2008, c. 28, as amended or replaced from time to time, and all other applicable laws.
- 6.2. Discharge of non-domestic *Waste* requires a *Waste* discharge permit from *GVS&DD* as well as the *City Engineer's Approval*.
- 6.3. No person shall, without prior *Approval* of the *City Engineer*, interfere in any way with the *Sanitary or Storm Sewer System*, any part of the *Sanitary or Storm Sewer Service*, valve, flap, gate, pipe, culvert, pump station or other *Sanitary or Storm Sewer System* appliances.
- 6.4. No person shall, without the prior *Approval* of the *City Engineer*, cause, allow or permit the installation, removal, or any change to any *Sanitary or Storm Sewer Service*, or alter, install or remove any measuring device.

- 6.5. Every *Owner* shall operate and maintain the *Private Sanitary and Storm Sewer Systems* serving their property in good working condition.
- 6.6. Every *Owner*, in relation to a *Private Sanitary Sewer System* on their property, shall prevent:
  - 6.6.1 The discharge of rainwater runoff or pumped groundwater into the *Sanitary Sewer System* through the *Private Sanitary Sewer System*.
  - 6.6.2 The discharge of *Waste* into the environment;
  - 6.6.3 Any *Cross Connection*;
  - 6.6.4 Damage or threat of damage to the *Private Sanitary Sewer System* or interference or threat of interference with the usual and intended operation of the *Private Sanitary Sewer System*; and
  - 6.6.5 Any threat to public health arising from the operation, maintenance or condition of their end of *Sanitary Sewer Service Connection*, service pipe, valve, fixture or related device.
- 6.7. Every *Owner*, in relation to a *Private Storm Sewer System* on their property, shall prevent:
  - 6.7.1 The discharge of *Waste* or sediment into the *Storm Sewer System*;
  - 6.7.2 Damage or threat of damage to the *Storm Sewer System* or interference or threat of interference with the usual and intended operation of the *Storm Sewer System*;
  - 6.7.3 Any *Cross Connection*; and
  - 6.7.4 Any threat to public health arising from the operation, maintenance or condition of their end of *Storm Sewer Service Connection*, service pipe, valve, fixture or related device.
- 6.8. Every *Owner* shall at all times keep the *Sanitary and Storm Sewer Services*, including any valves or manholes, accessible for use, inspection, maintenance and repair.
- 6.9. If at any time the *City Engineer* determines that insufficient access is available to any part of the *Sanitary or Storm Sewer System*, including *Sanitary or Storm Sewer Service* or any part of a *Private Sanitary or Storm Sewer System*, then the *Owner* shall, on a minimum of five working day notice in writing from the *City Engineer* to the *Owner*, do all necessary work required to provide access.
- 6.10. If the *Owner* fails to do the work required under section 6.8 in the time required by the *City Engineer*, then the *City Employee* may enter the property to do such work and the *Owner* shall pay for all costs incurred by the *City*, as a charge under this Bylaw, and the provisions of the *Works and Services* section of this Bylaw shall apply.
- 6.11. No person shall discharge or allow discharges into the *Sanitary or Storm Sewer System* any material that could damage or accumulate in or form a blockage in the *Sanitary or Storm Sewer System* and/or *Sanitary or Storm Sewer Service* or the environment.

- 6.12. No *Owner* shall, without the prior *Approval* of the *City Engineer*, make any changes to:
- 6.12.1 The volume and the daily flow pattern of the discharged *Waste* to cause the discharge to be uncharacteristic of the property's land-use; or
  - 6.12.2 The physical/chemical/biological attributes of the discharged *Waste* to cause the discharge to be unusual for the property's land-use or zone.
- 6.13. To approve the *Owner's* proposed changes to an existing *Private Sanitary or Storm Sewer System*, the *City Engineer*, as a condition of *Approval*, may require the *Owner* to provide a report prepared and sealed by a *Professional Engineer* which details on:
- 6.13.1 The *Waste*, or *Drainage* flow volume, daily pattern, and physical/chemical/biological attributes; and
  - 6.13.2 Their pertinent design drawings.
- 6.14. Every *Owner* shall notify the *City Engineer* immediately of:
- 6.14.1 Any partial or total discharge of *Waste*, or *Drainage* from their *Private Sanitary or Storm Sewer System*, to the environment,
  - 6.14.2 The existence of any *Cross Connection*, and
  - 6.14.3 Any other *Sanitary or Storm Sewer System* failure, of which such person becomes aware.
- 6.15. In the event of any partial or total failure in a *Private Sanitary or Storm Sewer System*, every *Owner* and/or the property occupants shall take all reasonable steps to mitigate the damage to environment or neighbouring properties due to storm runoff or *Waste* discharge, including without limitation reducing or discontinuing use of the *Sanitary Sewer System* to the extent possible and installing reasonable works immediately to mitigate damage.
- 6.16. In the event of an escape of *Drainage* from the *Private Storm Sewer System* or a *Storm Sewer Service*, the *Owner* and/or the property occupants of the property shall take all reasonable steps to eliminate/minimize vehicular and pedestrian traffic flow disruption.
- 6.17. In the event of a blockage of the *Sanitary or Storm Sewer Service*, every *Owner* shall:
- 6.17.1. Take all reasonable steps to determine the nature of the blockage and clear the blockage immediately through rodding and flushing;
  - 6.17.2. Inform the *City's* Operations Center at 604-514-2910 to investigate the cause of the failure/blockage of the *Private Sanitary or Storm Sewer System*;
  - 6.17.3. Permit a *City Employee* to inspect the site, at no cost to *Owner*, to identify the cause of the blockage; and

- 6.17.4. Pay the *City* cost of repairing or clearing the blockage within the *Sanitary or Storm Sewer Service* if in the opinion of the *City Engineer* the blockage is due to *Owner's* or their property occupant's attempts to remove blockage within their *Private Sanitary or Storm System* by pushing mechanically or flushing blocking materials down their *Private Sanitary or Sewer System*.
- 6.18. Every *Owner* of property connected to a *Sanitary or Storm Sewer System* shall provide uninterrupted property access to the *City Engineer* and/or *City Employees* at all times for the purpose of:
- 6.18.1 Making any required *Sanitary or Storm Service Connection*;
  - 6.18.2 Enforcing this Bylaw;
  - 6.18.3 Taking the necessary steps to clear the blockage or repair the damage to a *Sanitary or Storm Sewer Service*;
  - 6.18.4 Preventing the discharge of any *Waste* into the *Storm Sewer System* or the environment;
  - 6.18.5 Observing, measuring, sampling or testing the quantity and nature of *Waste*;
  - 6.18.6 Preventing the escape of *Waste* from the *Private Sanitary Sewer System* into environment; and
  - 6.18.7 Undertaking any inspections or other works considered necessary by the *City Engineer*.
- 6.19. A person shall not discharge *Pool Water* or *Wash Water*:
- 6.19.1. Into the *Storm Sewer System*.
    - 6.19.1.1 For car washing at residential dwellings, *Wash Water* should preferably be directed away from stormwater drains to a landscaped, grass or gravel area and should remain on the property until it evaporates or infiltrates into ground.
    - 6.19.1.2 Detergents and cleaners, including biodegradable, phosphate-free detergents/cleaners, must not be allowed to enter the *Storm Sewer System*;
    - 6.19.1.3 For car washing at non-residential properties, *Wash Water* shall be discharged into *Sanitary Sewer System*.
    - 6.19.1.4 *Pool Water* shall be discharged into *Sanitary Sewer System*.
  - 6.19.2. Onto a street;
  - 6.19.3. Onto neighbouring property; or
  - 6.19.4. Into a watercourse.
- 6.20. A person shall discharge *Pool Water* into the *Sanitary Sewer System* during off-peak hours (i.e., from 8:00 pm to 6:00 am) to avoid causing *Sanitary Sewer System* surcharges. For emptying *Pool Water*, the *Owner* or property occupant:

- 6.20.1 Shall call the *City's* Operations Center at 604-514-2910 at least 24 hours before emptying the *Pool Water* and inform the *City* of their plan to discharge to the *Sanitary Sewer System*.
  - 6.20.2 May use a pump and hose to drain *Pool Water* into plumbing fixtures connected to the *Sanitary Sewer System*.
  - 6.20.3 Shall seek the advice of a licensed plumber concerning the appropriate connections and flow rate for pumping and discharging the water.
  - 6.20.4 Shall call a plumber immediately if draining the pool causes a back up to the *Private Sanitary Sewer System*.
- 6.21. The *Owner* or property occupant shall discharge the *Wash Water* to the *Sanitary Sewer System* when washing pool filters.

## 7. Food Sector Establishment Grease Management

- 7.1 No person responsible for a *Food Sector Establishment*, including an operator, property *Owner*, agent or contractor, shall discharge or suffer, allow, cause or permit *FOG* to be discharged into a *Sanitary or Storm Sewer System* within the *City*.
- 7.2 *FOG* interceptors shall be provided on the *Private Sanitary Sewer System* for all *Food Sector Establishments*.
  - 7.2.1 Interceptors may be required for other types of businesses, when in the opinion of the *City Engineer*, they are necessary for the proper handling of *Waste* containing *FOG*.
- 7.3 All *FOG* interceptors shall be in conformance with the *GVS&DD* Food Sector Grease Interceptor Bylaw, as amended, and shall be located as to be readily and easily accessible for cleaning and inspection.
  - 7.3.1 A person responsible for a *Food Sector Establishment*, including an operator, *Owner*, agent or contractor, shall provide access to a property to the *City Employee* at any given time to inspect, investigate and determine whether all provisions and regulations under this section of the Bylaw (Food Sector Establishment Grease Management) are being met.
  - 7.3.2 The Operator, agent or contractor of a *Food Sector Establishment* shall maintain and repair all *Grease Interceptor's*, according to established schedules and standards provided by the manufacturer, so that they are fully operational and effective at all times.
  - 7.3.3 At least one person among the operator, property *Owner*, agent or contractor responsible for the operation of a *Food Sector Establishment* at any given time is required to have the knowledge, ability and tools to open and provide access to a grease interceptor, upon request, during inspection and investigation by a *City Employee* under section 7.3.1 of this Bylaw.
  - 7.3.4 The operator of a *Food Sector Establishment* shall keep and maintain on site, all maintenance records, for a minimum period of two years, of all *Grease Interceptor* inspections and maintenance conducted, recording the date of the inspection, the date of cleaning or maintenance, the type and

quantity of material removed from the *Grease Interceptor* and the disposal location and address, which shall be available, upon request for inspection and investigation by a *City Employee* under section 7.3.1 of this Bylaw.

- 7.3.5 The *Owner* or the operator of a *Food Sector Establishment* shall ensure that the maximum depth of *FOG* to accumulate in a *Grease Interceptor* at any time and prior to servicing will not exceed the lesser of 15.0 cm (i.e., approximately six inches) or 25% of the wetted height of the *Grease Interceptor*.
- 7.3.6 Each *Grease Interceptor* within a *Food Sector Establishment* shall have a visible label that shows its rated flow capacity or documents from the manufacturer that state its rated flow capacity shall be kept at the food sector establishment. The documentation shall be available for viewing, upon request, by a *City Employee* during an inspection or investigation under section 7.3.1 of this Bylaw.
- 7.3.7 No person shall use enzymes, solvents, hot water or other agents in order to facilitate the passage of *FOG* through a *Grease Interceptor*.
- 7.3.8 All *Food Sector Establishments* shall implement best management practices (BMPs) in their daily operations to avoid/alleviate the possibility of their *Grease Interceptor* malfunctioning or failure.

## 8. Food Grinders

- 8.1 All effluent from Food Grinders, potato peelers, and similar equipment discharging solids to the *Sanitary Sewer System* must comply with the discharge regulating requirements of the *GVS&DD Bylaw*.

## 9. Prohibited and Restricted Waste

- 9.1 Without limiting any other sections of this Bylaw, no *Owner* shall cause, allow or permit to be discharged into the *Sanitary Sewer System*:
  - 9.1.1 *Prohibited Waste*;
  - 9.1.2 *Restricted Waste*;
  - 9.1.3 Water or any other substance for the purpose of diluting any non-domestic *Waste* discharge into the *Sanitary Sewer System* to meet acceptable tolerance standards set in the *GVS&DD Bylaw*;
  - 9.1.4 Anything in a concentration of quantity which may be or may become a health or safety hazard to any person operating or maintaining the *Sanitary Sewer System* or which may cause damage or interfere with the proper operation of the *Sanitary Sewer System*.
- 9.2 Notwithstanding any other provision of this Bylaw, a person may discharge *Restricted Waste* into the *Sanitary Sewer System* if that person has a current and valid permit in writing from the *GVS&DD* and the *Restricted Waste* discharged in accordance with the terms and conditions of the permit.

## 10. Oil, Grit, Sand or Other Suspended Materials Management

- 10.1 *Owners* of all automotive garages, repair shops, automobile or equipment service stations, and vehicle and equipment washing establishments shall provide oil, grit and sand interceptors on the *Private Sanitary Sewer System*.
- 10.1.1 Interceptors may be required for other types of businesses, when in the opinion of the *City Engineer* they are necessary for the proper handling of liquid waste containing oil, grit, sand or other suspended materials.
- 10.2 All interceptors shall be of a type and capacity in conformance with the *GVS&DD Bylaw*, and shall be located so as to be readily and easily accessible for cleaning and inspection. Where installed, all interceptors shall be maintained by the *Owner* at the *Owner's* expense in an operable and functional state at all times.
- 10.2.1 The *City Engineer* may prescribe the manner and the frequency of *maintenance* and may *require* that the *Owner* periodically provide acceptable proof of maintenance to the *City Engineer*.
- 10.3 The operator, property *Owner*, agent or contractor, shall provide access to a property to the *City Employee* at any given time to inspect, investigate and determine whether all provisions and regulations under this section of the Bylaw are being met.
- 10.4 The *Owner* shall ensure that at least one person among the operator, property *Owner*, agent or contractor responsible for the operation of an automotive garage, automobile service station, or vehicle and equipment washing establishment at any given time is required to have the knowledge, ability and tools to open and provide access to the oil, grit and sand interceptors upon request, during inspection and investigation by a *City Employee* under section 10.3 of this Bylaw.
- 10.5 The operator, agent or contractor of an automotive garage, automobile service station, or vehicle and equipment washing establishment shall maintain and repair the interceptors, according to established schedules and standards provided by the manufacturer, so that they are fully operational and effective at all times.
- 10.6 The Operator of an automotive garage, automobile service station, and vehicle and equipment washing establishment shall keep and maintain on site, all maintenance records, for a minimum period of two years, of their interceptor inspections and maintenance conducted, recording the date of the inspection, the date of cleaning or maintenance, the type and quantity of material removed from the oil, grit and sand Interceptors and the disposal location and address, which shall be available, upon request for inspection and investigation by a *City Employee* under section 10.4 of this Bylaw.

## 11. Sampling and Monitoring Waste Discharge

- 11.1 The *City Engineer* may at any time require an *Owner* of a non-residential property

to undertake measuring and sampling collection and analysis of the material or substance discharged to the *Sanitary Sewer System* at the *Owner's* expense and to submit the data to the *City*.

- 11.2 Such measuring and sample collection and analysis shall be performed by an Accredited Laboratory acceptable to the *City Engineer*. Samples may be Grab Samples or Composite Samples (i.e., a collection of numerous individual discrete samples taken at regular intervals over a period of time, usually 24 hours) as required by the *City Engineer*.
- 11.3 All sampling, tests, measurements, analyses, and examinations of *Waste*, their characteristics, or contents shall be carried out in accordance with Standard Methods.
- 11.4 The *City Engineer* may direct the *Owner* to install automatic monitoring and recording equipment as required, at the *Owner's* cost to determine that discharged *Waste* complies with the requirements of this Bylaw, if:
  - 11.4.1 Any testing of such *Waste* show non-compliance with this Bylaw; or
  - 11.4.2 In the opinion of the *City Engineer*, the volume and the daily flow pattern of the discharged *Waste* is uncharacteristic of the property's land-use.
- 11.5 An *Owner* required to install and maintain a monitoring device pursuant to this section shall:
  - 11.5.1 Submit the data produced by the monitoring device to the *City Engineer* monthly or as otherwise directed by the *City Engineer*, at the *Owner's* expense; and
  - 11.5.2 Notify the *City Engineer* immediately when the monitoring device detects a release of a *Prohibited Waste* or a *Restricted Waste*.
- 11.6 Where the *Owner* fails to comply with the requirements of section 11, the *City* may complete the following, at the *Owner's* expense:
  - 11.6.1 Implement a measuring and sampling collection and analysis program of the material or substance discharged;
  - 11.6.2 Install automatic monitoring and recording equipment as required to determine that discharged *Waste* complies with the requirements of this Bylaw; and
  - 11.6.3 Ensure the submission of the data produced by the monitoring device to the *City Engineer* monthly or as otherwise directed by the *City Engineer*.

## 12 Rates and Payment

- 12.1 An *Owner* of a *Parcel* served, or capable of being served, by a *Sanitary Sewer System* shall pay all applicable taxes, charges and rates set out in the *Fees and Charges Bylaw*.
- 12.2 Subject to the provisions of this section, any meter reading taken by the *City Engineer* of the volume of water delivered to a parcel shall be deemed to be an accurate measurement of the volume of *Waste* discharged from that *Parcel* to the

*Sanitary Sewer System* for purposes of calculating the Metered Sewer Rate's due from the *Owner* to the *City*.

- 12.3 Two classes of *Sanitary Sewer Service* users are established for the purpose of this Bylaw, which are the following:
- a) **Users on Annual Billing Cycle:** These users are customers that are billed annually with the Property Tax and are generally *Low-Volume* users;
  - b) **Users on Bi-monthly Billing Cycle:** These users are customers that are billed every two months and are generally *High-Volume* users.
- 12.4 The *Collector* determines the class of each user having regard to the historical consumption of water for the premises or, if a new premise is to be supplied, having regard to the class that a similar consumer has been placed.
- 12.4.1 The *Rate* payable by each class of user is set out in the *Fees and Charges Bylaw*.
- 12.4.2 Each class of user shall pay the account rendered by the *City* at the applicable times set out in sections 12.5 or 12.6 or at such other time as required by this Bylaw.
- 12.5 The *City* will render an account to a user on bi-monthly billing cycle every second month.
- 12.5.1 The account is payable within 30 days of the date of its issue.
- 12.5.2 If paid within the initial 30-day period, a user on bi-monthly billing cycle may deduct 10% from their current balance.
- 12.6 The *City* will render an account to all other types of users on or about June 1<sup>st</sup> of each calendar year.
- 12.6.1 The account is payable on or before the property tax due date for that year.
- 12.6.2 An annual account remaining unpaid after the property tax due date will attract interest and penalty charges in the same manner and amount as unpaid property taxes in the *City*.
- 12.6.3 Where service to a new premises for a user affected by this section commences after January 31<sup>st</sup> in any calendar year, the *Rate* charged as per the *Fees and Charges Bylaw*, as amended, will be pro-rated by the number of months remaining in the year and that account will be payable within 30 days of the date it is rendered.
- 12.7 No rebate, refund or credit of any monies paid or payable for service will be given by the *City*, excepted as provided by this Bylaw.
- 12.8 As an exception to section 12.5, an abatement program will be offered to users on bi-monthly billing cycle who can quantifiably demonstrate to the *City Engineer's* satisfaction that less than 60% of their water consumption is released into the *Sanitary Sewer System*. These users may apply for a rebate of the difference between eighty percent (80%) and the amount of their water consumption that is actually released into the *Sanitary Sewer System*.

- 12.8.1 The users on bi-monthly billing cycle shall apply for the abatement program and pay the abatement program *Rate* annually.
  - 12.8.2 Each abatement application will be assessed on an individual basis and shall be approved by the *City Engineer* before the rebate is given.
  - 12.8.3 Once the actual water consumption is verified, the abatement will be retroactive to the abatement application date.
- 12.9 If the *Owner* does not pay the actual costs of a *Sanitary and/or Storm Service Connection* or *Disconnection* when they are due, the *Owner* will have to pay the *Penalty Interest Rate* in addition to the amount due.
- 12.9.1 Pursuant to the provisions of the *Community Charter*, in the event the *Owner* does not pay the actual costs of a *Sanitary and/or Storm Service Connection* or *Disconnection* before the 31<sup>st</sup> day of December in the year that the *Sanitary and/or Storm Service Connection* or *Disconnection* was done, the costs will be added to and form part of the taxes payable on the property as taxes in arrears.

### 13 Offence

- 13.1. Any person who:
    - 13.1.1 Violates any provision of this Bylaw or neglects or fails to do anything required to be done by this Bylaw, or
    - 13.1.2 Causes or permits any other person to violate any provision of this Bylaw or to neglect or fail to do anything required to be done by this Bylaw with respect to real property of which he or she is the *Owner*, occupant, tenant, or licensee:
- Commits an offence under this Bylaw and is subject to the imposition of any and all penalties or remedies available to the *City* pursuant to this Bylaw or any other applicable bylaw or legislation.

### 14 Penalties and Remedies

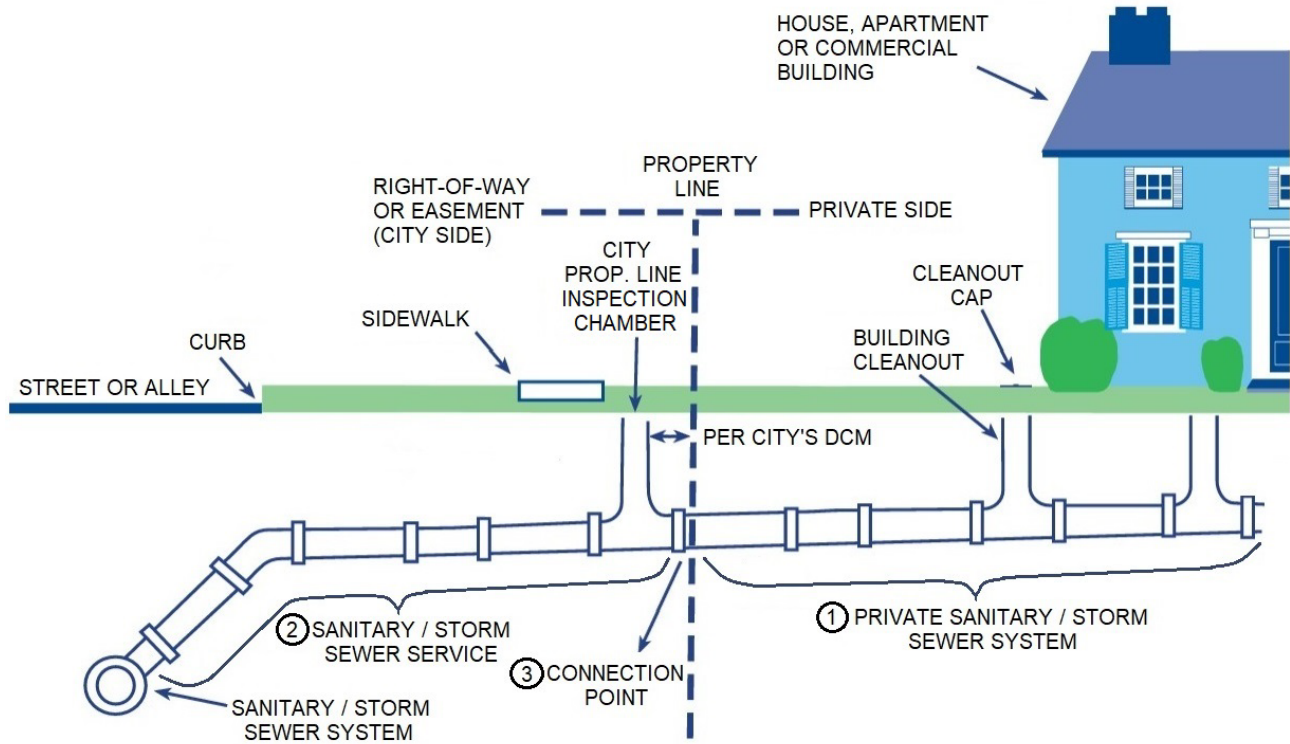
- 14.1 Any person who commits an offence under this Bylaw may be subject to prosecution and is liable to:
  - 14.1.1 The fine set out in the *City's* Municipal Ticket Information System Bylaw, as amended upon conviction under a proceeding commenced by municipal ticket information; or
  - 14.1.2 Upon summary conviction to a fine of not more than \$50,000.00 per offence plus any additional relief or remedy the court may order.
- 14.2 A separate offence is deemed to be committed on each day during or on which a violation occurs or continues.
- 14.3 Notwithstanding the provisions of paragraph 14.1 of this Bylaw, the *City* may elect to pursue any and all other rights and remedies it may have pursuant to the

Community Charter with respect to securing compliance with this Bylaw, including without limitation the right to commence on action under section 274 of the Community Charter, against any person who commits an offence under this Bylaw.

## **15 Repeal of Existing Bylaws**

- 15.1 The City of Langley Sanitary Sewer and Storm Sewer Rates and Regulation Bylaw, 2003, No. 2494, and amendments thereto, are hereby repealed in their entirety.
- 15.2 This Bylaw may be cited for all purposes as the “Sanitary Sewer and Storm Sewer Regulation Bylaw, No. 3210”.

**Figure 1: Required Steps for Sanitary/Storm Sewer Service Connections**



READ A FIRST, SECOND AND THIRD TIME this seventeenth day of April, 2023.

THIRD READING RESCINDED this first day of May, 2023.

READ A THIRD TIME, AS AMENDED, this first day of May, 2023.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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MAYOR

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CORPORATE OFFIC