

CULTUS LAKE PARK BOARD

WATERWORKS RATE and REGULATION BY - LAW - 1995

A By-law to fix the rates and terms under which water may be supplied to, and used by inhabitants of **Cultus Lake Park**.

Cultus Lake Park Board Water Works Expenses By-law 1990 and any amendments thereto are hereby repealed.

Received first reading this 2nd day of MARCH, 1995

Received second reading this 2nd day of MARCH, 1995

Received third and final reading this 15th day of MARCH, 1995

Reconsidered,
finally passed and adopted this 17th day of MAY, 1995


CHAIRMAN


SECRETARY/MANAGER

CULTUS LAKE PARK

WATERWORKS RATE and REGULATION BY-LAW - 1995

A By-law to fix the rates and terms under which water may be supplied to, and used by inhabitants of **Cultus Lake Park**.

Whereas pursuant to the provisions of the **CULTUS LAKE PARK ACT (Amendment Act 1939)**, Section 14 grants power to the **Cultus Lake Park Board** to construct, operate and maintain in the Park a water works system, and to supply water to concessions, licensees, and lessees and to make charges therefore:

And whereas pursuant to the powers granted in Section 14 of the Act, the **Cultus Lake Park Board** has constructed and is maintaining a water works system and is supplying water to concessionaires, licensees, and lessees:

And whereas it is necessary to fix the rates, terms and conditions under which water may be supplied and used:

Therefore the **Cultus Lake Park Board** in open meeting assembled enacts as follows:

1. This By-law may be cited as the "Water Works Rate and Regulation By-law 1995.
2. DEFINITIONS: in this by-law unless the context otherwise requires, the following words and phrases shall have the meanings hereinafter ascribed to them:
 - (a) **BOARD** means the **CULTUS LAKE PARK BOARD**.
 - (b) **COLLECTOR** means any person authorized by the **Board** to collect fees.
 - (c) **COMMERCIAL PREMISES** means all land and premises on or within which, any interchange of commodities, or any dealing or trading in any article of commerce or other thing is carried on as a business, and shall include all premises in which any service, professional or otherwise, is provided given or made available, and for which any fee, charge, rent or commission is payable and without limiting the foregoing, shall include offices, theatres, place of entertainment or amusement.
 - (d) **CONSUMER** means any person, company or corporation who is the leaseholder or agent or the leaseholder of any premises to which water is supplied or made available from any of the works and shall include any person who is the occupier of such premises and any person who is the user of water supplied to any premises or by any service from the said works.
 - (e) **DWELLING UNIT** means one or more habitable rooms including a bathroom unit and cooking facilities occupied or intended to be occupied by one person or one family.
 - (f) **LEASEHOLDER** means a person who holds a valid lease granted by the **Board**, and includes persons qualified to maintain an action or trespass, and, any servant, employee, agent, licensee of and from the owner.
 - (g) **PARCEL OF LAND** means any lot, block or other area in which property is held or into which property is subdivided.

(h) **RATE** and **RATES** means the price or sum of money to be paid by a consumer, for the services to the premises for a stated period of time.

(i) **SERVICE** means;

(i) the pipe or pipes and appurtenances for the supply of water to a consumer's property line or nearest road, boundary lines: and

(ii) the supply of water to the consumer.

(j) **SERVICE CONNECTION** means the connecting pipe between any water main and the property line of the premises served and shall include the necessary corporation stop-cock and shut-off valve.

(k) **WORKS** means the water works system of **Cultus Lake Park**.

3. GENERAL CONDITIONS

3.1 This By-law shall have reference and apply to the water works system owned and operated by the **BOARD**.

3.2 The Board through its system of reservoirs and mains will endeavor to supply its consumers located in the park with an adequate supply of potable water at all times.

3.3 All water service pipes, connections and facilities carrying water from a water main to the consumers property line or nearest road boundary line which is constructed (whether at the consumers expense or the **BOARDS** expense) in present or future public roadways or within the Parks right of way or property shall be the property of the Park.

When a consumer wishes service across or through adjacent property, he must make all arrangements for the easements required and be completely responsible for installation and maintenance of the service line on the property. The service pipes through said adjacent property remain the property of the consumer.

3.4 Underground pipes on all premises shall be a minimum of one meter below the surface of the ground, and any pipes shall be protected from frost in a manner acceptable to the **BOARD**. The consumer shall ensure that all taps, fittings and other things connected with the service on the premises are good and sufficient and installed in accordance with the British Columbia Plumbing code current edition and this By-Law.

3.5 Where steam, hot water boilers or other equipment is fed with water by pressure direct from the Park water mains, the **BOARD** will not be liable for any injury or damage which may result from such pressure or lack of such pressure.

4. PROHIBITIONS

4.1 No work of any kind connected with the water service either for the laying of new, or repairing of existing services shall be permitted either above or below the street of the Park or make any connection with the waterworks system without written authorization from the **BOARD**.

4.2 No person shall in any manner interfere with the water service in the Park or make any additions or alterations or turn ON or OFF any Park owned stop-cock or valve without written authorization from the **BOARD**.

4.3 Except as herein provided no person except an employee of the Park shall turn on, tamper with or in any manner interfere with any hydrant, standpipe, valve, meter or other fixture or any property of the water works.

- 4.4 No person shall destroy or injure in any manner any hydrant, standpipe, valve, or other fixture or any property of the waterworks.
- 4.5 No person, except an employee of the park, in the case of his employment, shall without written authorization from the **BOARD**, open any hydrant, standpipe or valve or use water there from.

Such authorization may limit the period of use, and reserve the right to stop such use at anytime and for any reason without liability for damages resulting therefrom in any manner whatsoever.

- 4.6 No contractor, builder or other person shall for the purposes of construction use any portion of the waterworks system including other consumers service until a fee has been agreed upon and paid and written permission has been granted by the **BOARD**.

5. POWERS OF THE BOARD

- 5.1 It shall be lawful for the **BOARD** from time to time to fix the rates and terms under which water may be supplied and used by the inhabitants of Cultus Lake Park.
- 5.2 Persons using water from any hydrant, standpipe or valve pursuant to the provisions of this section shall pay to the Park on demand a rate as prescribed for in Schedule "A".
- 5.3 The **BOARD** shall have the right at all times to shut off temporarily any water supply to any premises in order to make such repairs, renewals, alterations and extensions of the works that in its opinion is deemed necessary. Reasonable advance notice will be given where possible.
- 5.4 The **BOARD** may order the discontinuance of service for any of the following reasons:
- (i) Where application is made for an extension of a water main along a street upon which the leaseholders property fronts; or
 - (ii) If the **BOARD** elects to proceed with the construction of a water main along a street where such property has frontage.
- 5.5 The **BOARD** at its discretion may reduce or discontinue the service to any consumer who has violated any of the provisions of the By-law or when in its opinion, the interest of the public requires such action.
- 5.6 The **BOARD** or their authorized representative shall have the right to enter a premises at any reasonable time for the purposes of inspecting the water supply system or any of the apparatus used in connection with such water supply system.
- 5.7 When leaks or other imperfections are encountered on a premises the consumer will be given five (5) working days to repair such condition, if repairs are not completed in the allocated time, the **BOARD** may order its staff to effect such repairs at the expense of the consumer.
- Should the leaks or imperfections be of a nature that would cause a serious wastage of water or property damage, the **BOARD** may order the water service be discontinued. Service will not be continued until repairs are completed and costs to the Park for repairs, discontinuing and resuming service has been paid.

- 5.8 The **BOARD** may for public interest direct that any or all services be reduced or discontinued until further notice, and may restrict or ban the use of water for garden irrigation, or lawn sprinkling. Violation of such an order could result in the discontinuance of the consumer service.
- 5.9 The Board shall not be liable for failure of its system because of accident or damage to the works, because of excessive pressure or lack of same, or temporary stoppage because of alterations or repairs, where such failure arises from negligence of its staff or other persons whomsoever, or through natural deterioration or obsolescence of the system, or otherwise.
- 5.10 The **BOARD** reserves the right to refuse to supply service to any premises if the facilities of the applicant are not properly constructed or protected.

6. APPLICATIONS FOR AND CONDITIONS OF SERVICE

- 6.1 Applications for the installations of water connections shall be made in the form prescribed by the the **BOARD** by resolution and attached as appendix to this By-Law.
- 6.2 Applications shall be made by the leaseholder or his authorized agent in writing at least ten (10) days prior to the day the service is required.

Each application shall be accompanied by the fee as prescribed for in Appendix "A" of this By-Law and the Park will provide a connection to the main within the boundaries of the road allowance, land or easement where such main is laid.

- 6.3 Connections will serve not more than one lot or premises, and for the purposes of the By-law premises shall mean each individual lease or rental by the Park.
- 6.4 The minimum size pipe used to service any one consumer shall be of sufficient size to provide adequate service, but in no case shall be less than 20 mm. The consumer may select the size of service but final approval rests with the **Board**. No service pipes or fittings shall be covered nor water turned on until inspected and approved by the Park.
- 6.5 The consumer shall assume all responsibility for water service on his premises, and shall keep the service pipes, stop-cock and their facilities in good order and repair, and shall protect from frost or other damage at their own risk and expense, and when the premises are vacated without heat the stop-cock shall be turned off.
- 6.6 Each new service or re-connection shall be provided with a stop-cock and drain, and be placed in such a position on the premises as directed by the **Board**. This stop-cock is for the use of the occupant in the event of a leak, repair or the premises is vacated.
- 6.7 If service could be provided from either of two mains, the **Board** shall determine which of the two mains serviced will be supplied.

- 6.8 (a) Should a temporary service be required, the **Board** shall determine the size, length, capacity and the location of the main to which the temporary service will be connected, but the **Board** shall have the right to refuse such connection, if, in their opinion it would have a detrimental effect on the water supply system.
- (b) The applicant for such temporary service shall be responsible for the maintenance and upkeep of such pipe from the point of connection to the premise for which the connection is provided.

7. FIRE SERVICES

- 7.1 Fire service which can be used for fire purposes only by being directly connected with an automatic sprinkler system will require the installation of an alarm check valve.
- 7.2 Where a fire service connection is for fire fighting or fire control purposes only, the **BOARD** may direct that such outlets be sealed, and such seals shall not be broken except in the case of fire. Authorized staff members have the right to enter the premises for the purposes of inspecting sealing or re-sealing the connection.

When a seal has been broken it shall be reported within 24 hours by the occupants to the **BOARD**.

- 7.3 The cost of installation of each fire service connection including, gate vales and detector check valves shall be the responsibility of the leaseholder.

8. RATES, CONNECTION AND DISCONNECTION FEES

- 8.1 (a) The fees which shall be payable in respect of all service connections and disconnections shall be in accordance with Schedule "A" attached.
- (b) The rates which shall be payable in respect of all consumer leases shall be in accordance with Schedule "B".
- (c) The rates which shall be payable in respect of all fire services shall be in accordance with Schedule "B".

- 8.2 The several rates and fees enumerated in the above schedules are hereto annexed and form form part of this By-law, are hereby imposed and levied for water supplied or ready to be supplied by the Park and for connections to the mains of the Park, and all such rates and fees shall form a charge on the leases of the respective leaseholders or tenants thereof using such water and may be recovered in the same manner and by the same means as provided for in the **Cultus Lake Park Act (Amendment Act 1939)**, Section 23.

- 8.3 Bills will be issued annually. Payments of bills may be made by a consumer or his authorized representative. Regardless of the name in which the consumer's account is maintained, the lawful leaseholder of this property serviced by the works will be held responsible for the final payment of all accounts in arrears.

- 8.4 All accounts for water service shall be due and payable at the Park office at **Cultus Lake Park**.

- 8.5 No prepayment for services shall prevent the amount of any increase being charged to and collected from any consumer.

- 8.6. The consumer shall notify the **Board** in writing at least seven (7) days in advance when requesting the discontinuance of service and shall be liable for payment of water consumed on a pro-rated basis until such notice has been received and/or service discontinued.

9. PENALTIES FOR INFRACTION

9.1 Every person who violates any of the provisions of this By-law or who suffers or permits any act or thing to be done in contravention of any of the provisions of this By-law, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this By-law, or who does any act, shall be deemed to be guilty of an infraction thereof and shall be liable upon summary conviction to the fines imposed by Section 23 of the **CULTUS LAKE PARK ACT (AMENDMENT ACT 1939)**.

10. FORCE AND EFFECT

10.1 The several charges, rates and fees levied and imposed under Schedules "A" and "B" of this By-law shall take effect as of and from the date of final adoption of this By-law.

10.2 The several charges, rates and fees levied and imposed under Schedule "C" of this By-law shall take effect on the day following the expiration of the existing agreement with the consumer.

CULTUS LAKE PARK BOARD

WATERWORKS RATE AND REGULATION BYLAW 1995

SCHEDULE "A"

COMMENCEMENT OF SERVICE CHARGES

Availability: For any water service connection between the Park water mains and the property line or nearest road boundary line adjacent to the property to be serviced.

CONNECTION CHARGES INVOLVING NEW SERVICE PIPES

Rates: (a) The following charges shall be paid with the application for service ten (10) days prior to its requirement.

(i) 20 mm (3/4 inch) service connection \$750.00

(ii) 25 mm (1 inch) service connection \$850.00

(iii) service connection larger than 25 mm – \$850.00 plus cost

(b) In cases where a customer requests a change of location of service or wishes to increase the size of an existing service, then the normal charges outlined above shall apply.

(c) In cases where a residential lease holder request an increase to the size a service connection to accommodate an approved fire protection sprinkler system up to 25 mm, the service connection charge shall be rebated to the rate in (a) (I) above on installation of the sprinkler system.

DISCONNECTION CHARGES

1. For all services a disconnection fee per service \$100.00

2. Seasonal discontinuance or continuance of water per turn on or off \$ 30.00

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SCHEDULE "B"

Rate: Annual fees to be set by the Cultus Lake Park Board

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SCHEDULE "C"

FIRE SERVICE RATES

Rates: Fire lines and private fire hydrants and fire hose connection outlets.

Rates to be set by the Cultus Lake Park Board annually.