

THE CORPORATION OF THE VILLAGE OF HAZELTON

BYLAW NO. 532, 2024

A Bylaw to regulate the rates, terms and conditions upon which water may be supplied and used from the Village of Hazelton water supply

WHEREAS, the Council of the Village of Hazelton is authorized by sections 8 and 194 of the *Community Charter* to establish the rates and terms under which water may be supplied and used;

NOW THEREFORE, the Council of the Village of Hazelton, in open meeting assembled, enacts as follows:

1. SCHEDULES:

The following schedules are attached and form part of this Bylaw:

- Schedule “A” – Water Rates
- Schedule “B” – Application for Water Connection
- Schedule “C” – Application for Inspection, Disconnection/Reconnection of Water Service
- Schedule “D” – Fire Hydrant Use Permit

Interpretation

2. IN THIS BYLAW:

“**Chief Administrative Officer**” means that person appointed by the Council of the Village of Hazelton;

“**Council**” means the municipal Council of the Village of Hazelton;

“**Consumer**” means any person, agent, company or corporation of any premises or land to which water is supplied;

“**Curb Stop**” means a shut-off valve on a service connection installed by the Village. The curb stop is generally located between the water main and the property line;

“**Disconnection**” means completely disconnecting the service pipe at the curb-stop;

“Emergency Shut Off” means the temporary shut off of the service pipe at the curb-stop due to an unexpected break on the Consumers water line;

“Fire Hydrant” means a device equipped with special threaded connections installed on a highway, right-of-way, easement or on municipal property and connected to a water main to supply water for fire protection purposes;

“Meter” means a device used to measure and indicate the volume of water passing through the device;

“Owner” means the registered owner of a property;

“Public Works” means the Department and persons hired as such by the Village of Hazelton;

“Residential Unit” means each individual dwelling unit and includes living quarters in business premises;

“Service Connection” means a pipe and the necessary valves and protective boxes, connections, and any other materials necessary to and actually used to connect the water main to a curb stop;

“Waterworks” means all of the mains, valves, pipes, tanks, pumps and other things forming part of the Village’s water supply and distribution system.

Except otherwise noted, any statute referred to herein is a reference to a statute of British Columbia and any reference, statute, regulation, code, bylaw or other enactment refers to that enactment as amended, revised, consolidated or replaced from time to time.

3. CONNECTIONS:

- a) A connection charge as established in Schedule “A” will be applicable where it is necessary to install a new connection to any property in the Village.
- b) Application for connection to the Village waterworks shall be made on Schedule “B”.
- c) The Village or their contractors shall install all water connections from the Village waterworks to a property line; no other person may carry out work within a road right-of-way or make connection in any manner to the water system.

4. SERVICE PIPES:

- a) All service pipes shall be installed according to the requirements of the British Columbia Building and Plumbing Codes.
- b) The installation of service pipes and their connection to the water connection pipe shall be the responsibility of the owner.
- c) Prior to any backfill of a service pipe and its connection to the water connection pipe the owner must:
 - i. Complete a request for inspection form per Schedule "C";
 - ii. Pay applicable fees per Schedule "A".
- d) The Village will make every effort to complete the inspection within 24 hours of receiving the form and payment.
- e) Inspection will only be provided if the excavation in the area of the connection to the service pipe meets the Workers Compensation Board requirements for Excavations: Part 20 of the Industry/Activity Specific Requirements:
 - i. Excavations not meeting these minimum requirements, in the judgment of the inspector on site, must be made to conform to WCB regulations before an inspection will be carried out.

5. RATES:

- a) All consumers will be subject to the fees applicable as per Schedule "A".
- b) Water meters are required to be installed on all new industrial, commercial and institutional uses where the water connection is over one-inch (1.0") diameter:
 - i. For existing properties where the water connection is over one inch (1.0") the Village reserves the right to require installation of water meters at a future date.
 - ii. Where meters are installed the Village may at a future date read the meters on a quarterly basis and charge metered properties a cubic meter rate for water service.
- c) The user fees shall be due and payable annually at the Village Office for the period of January to December.

- d) A new consumer shall be charged the full monthly rate if the application is dated on or before the 15th day of the month, or if it is dated after the 15th day of the month shall be charged for half the monthly rate for that month.
- e) All fees are the sole responsibility of the owner.
- f) A 5% penalty shall apply to the outstanding amount if the bill is not paid by the due date.

6. REGULATIONS:

- a) No connection or cross-connection between the Village water system and any other water system or source of water supply shall be permitted.
- b) The Village reserves the right to restrict the use of water for lawn sprinkling and gardening, and to regulate such use by dividing the Village into suitable areas for setting days and hours of permitted use.
- c) The use of water for lawn sprinkling on large areas such as parks or institutional properties may be restricted to the most suitable low usage hours such as between 10:00 pm and 6:00 am.
- d) An approved swimming pool shall be equipped with a re-circulation and filtration system as set out in Part V of the Swimming Pool, Spray Pool and Wading Pool Regulations under the *Health Act*.
- e) The cost of any meter required under this bylaw and installed in the water system shall be borne by the property owner, and such meters shall become and remain the property of the municipality.
- f) Every meter shall be installed according to municipal specifications and municipal employees shall have access, during reasonable hours, for the inspection and reading of meters.
- g) Leaks within service pipes, fittings, or fixtures shall be repaired promptly by the owner.
- h) Unauthorized connections to the Village water works will be summarily disconnected.
- i) Turn off/on same day for work to Owner's system will require completion of Schedule "C" and applicable fees in Schedule "A" must be paid before work will be scheduled.
- j) Owners who request disconnection using Schedule "C" will be charged as per Schedule "A".

- k) An Emergency Shut Off must be requested through the Village Office and directly to Public Works after-hours, Owners will be invoiced per Schedule "A".
- l) Only a Village employee is authorized to turn this water service on and off and no other person shall do so.
- m) Rates will be charged on the number of uses for one commercial property no matter how many tenants currently occupy the property.

Two Mile:

- n) Properties currently connected to the municipal water system with proper Agreement are subject to this bylaw. All users will have the option to disconnect from the municipal system if another system becomes available.
- o) All Owners must pay the Residential rate per month for water utility operations.
- p) The Village of Hazelton has the right to discontinue water service once water utility billings are more than 180 days in arrears. A 5% penalty shall apply to the outstanding amount if the bill is not paid by the due date.
- q) Water turn on/turn off fees are set out in Schedule "A".
- r) The Village will not accept any new connections within Two Mile.

7. TAMPERING WITH WATER SYSTEM:

- a) A person must not, without first obtaining written permission from the Chief Administrative Officer or designate:
 - i. Make any connection to the water system; or
 - ii. In any way tamper with, operate, remove, or make any alteration to any hydrant, meter, curb stop, valve, pumping station, reservoir, chamber or other fixture or appurtenance connected with the water system; or
 - iii. Use a hydrant, except as authorized by the Chief Administrative Officer or designate.
- b) A person must not break, damage, destroy, uncover, deface, mar, or tamper with any part of the water system.

8. PENALTY:

Any person who contravenes this bylaw or who neglects to do or refrains from doing anything required by this bylaw is guilty of an offence and shall be liable on summary conviction to a fine not exceeding five thousand (\$5,000.00) dollars plus the costs of each offence.

9. LIABILITY:

- a) It is a condition of the supply of water that:
- i. In the event that the supply of water to any consumer shall fail, whether from natural causes of accident or from any other causes whatsoever, the Village shall not be liable for damage by reason of such failure;
 - ii. Consumers depending on a continuous or uninterrupted supply of water or having processes or equipment which require particularly clear or pure water shall provide such emergency storage, oversize piping, pumps, tanks, filters, pressure regulators, check valves, additional services pipes, or other means for continuous and adequate supply of water suitable for their requirements;
 - iii. The Village shall not be liable for injury or damage to any person or property arising or occurring from the use of the water from the waterworks;
 - iv. The Village shall not be responsible for the maintenance of pressure on mains, service connections, or service laterals nor for increases or decreases in pressure nor for any damages that may result;
 - v. The Village shall not be liable in case the water contains sediments, deposits or other foreign matters.

10. ADMINISTRATION:

- a) The Village may disconnect the water service to any premises for any of the following reasons, and the Village shall not be liable for damages caused by the disconnection.
- i. for violation of regulations concerning watering or sprinkling;
 - ii. for non-payment of fees;
 - iii. for failure to replace or repair defective pipes, fittings, valves, tanks or appliances which are leaking or otherwise not in a good state of repair and which are a cause of waste of water;
 - iv. for repairs;
 - v. for violation of any of the provisions of this bylaw.

11. REPEAL:

Water Rates and Regulations Bylaw No. 502, 2019 and all other amendments are hereby repealed in their entirety.

12. TITLE:

This Bylaw may be cited for all purposes as the **“Water Connection, Regulations and Rates Bylaw No. 532, 2024.”**

READ A FIRST TIME THIS 9th DAY OF JANUARY, 2024.

READ A SECOND TIME THIS 9th DAY OF JANUARY, 2024.

READ A THIRD TIME THIS 9th DAY OF JANUARY, 2024.

ADOPTED THIS 13th DAY OF FEBRUARY 2024.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

SCHEDULE “A”

WATER RATES – Per Year

2024

2025

2026

Residential – per family unit (includes mobile homes and each unit of apartment, suites or attached living quarters)	\$191.02	\$194.84	\$198.74
Commercial, Professional Business Office – per tenant	\$191.02	\$194.84	\$198.74
And Theater, Art Gallery, Church Restaurant, Pub, Beer Parlour	\$382.03	\$389.67	\$397.46
Daycare, Arena, Hairdressers, Day Spa	\$382.03	\$389.67	\$397.46
School or College -first room	\$382.03	\$389.67	\$397.46
-per additional room	\$191.02	\$194.84	\$198.74
Hospital - First bed	\$382.03	\$389.67	\$397.46
- Per additional bed	\$191.02	\$194.84	\$198.74
Hotel, Motel or Dormitory - First Room	\$382.03	\$389.67	\$397.46
- Per additional room	\$191.02	\$194.84	\$198.74

OTHER CHARGES

Penalty	\$5,000.00
Turn off-on Fee (Same day)	\$50.00
Emergency Shut Off (During Regular Hours)	\$50.00
Emergency Shut Off (After Hours)	\$200.00
Service Inspection Fee	\$100.00
Disconnection Fee	\$500.00
Reconnection Fee	\$500.00

New Water Connections—actual cost of labour, material, equipment, supervision, plus 20% administration fee.

The Owner shall pay all costs for labour, equipment, supervision and administration (20%) to repair road surfaces, curb and gutter, sidewalks and boulevards disrupted by the installation.

SCHEDULE “B”

Application for Water Connection

Date: _____

Folio: _____

Street Address: _____

Application is for a _____ inch water connection to the above property for the following purpose: (check as applicable):

Single Family Residential

Other Residential

-number of residences or units to be supplied with water _____

Other than Residential

-type of use _____

I agree to pay the amount assessed against the aforesaid property from time to time in respect of the said water and also agree to abide by the rates, terms and conditions as established by pursuant bylaws and amendments thereto, regulating the supply and use of the water utility of the Village of Hazelton.

Signature of Owner/Agent

Mailing Address of Owner

*****OFFICE USE ONLY*****

Work Completed By: _____

Date: _____

SCHEDULE "C"

Application for Inspection, Disconnection/Reconnection of Water Service

Date: _____ Folio: _____

Street Address: _____

Application is for (check as applicable):

- The inspection of water service connection
- The disconnection of a water service (connection turn off)
- The reconnection of a water service

at the above property.

Signature of Owner/Agent

Mailing Address of Owner

*****OFFICE USE ONLY*****

Work Completed By: _____

Date: _____

SCHEDULE "D"

Fire Hydrant Use Permit

APPLICANT INFORMATION

Name: _____ Email: _____
Company: _____ Fax: _____
Phone: _____

DATE(S) AND TIMES OF ACTIVITY

Date(s) From: _____ To: _____
Time(s) From: _____ To: _____

HYDRANT INFORMATION

Hydrant No.: _____
Hydrant Location: _____

I will supply a port valve/backflow preventer assembly yes no

FEES

For each day used: \$150
Deposit: \$500

By my signature I acknowledge that:

- a. I agree to pay the full and actual costs for any repairs that may be required to the hydrant and to any valve assembly borrowed from the municipality resulting from damages caused by our company's use of this hydrant and/or valve assembly, up to and including the replacement of the hydrant and/or valve assembly, as may be deemed necessary by the Village of Hazelton.

Signature of Applicant: _____ Date: _____

Permit Approved by: _____