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CONSOLIDATED FOR CONVENIENCE TO INCLUDE
BYLAW NOS. 1378 (2015), 1441 (2019), 1452 (2020), 1514 (2022)
and 1598 (2026)

REGIONAL DISTRICT OF CENTRAL OKANAGAN

BYLAW NO. 1316 – CONSOLIDATED

A bylaw to establish regulations under which sanitary sewer will be provided and to establish fees and charges for the service which may be imposed against the owner of any parcel located within the Regional District Central Okanagan East Electoral Area.

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WHEREAS it is deemed necessary to establish regulations and fees and charges for the administration, sustainability, operation, and maintenance of the Central Okanagan East Electoral Area sewer systems and the terms and conditions upon which sewer will be provided;

NOW THEREFORE, THE REGIONAL BOARD OF THE REGIONAL DISTRICT OF CENTRAL OKANAGAN, IN OPEN MEETING ASSEMBLED, ENACTS AS FOLLOWS:

SECTION 1 TITLE

1.1 This bylaw may be cited as the "Regional District of Central Okanagan Central Okanagan East Sewer Systems Bylaw No. 1316, 2012".

SECTION 2 PURPOSE

2.1 The purpose of this Bylaw is to establish regulations, fees and charges for the administration, operation and maintenance of the Central Okanagan East sanitary sewer system. The intent and objective of this Bylaw is to:

(a) Protect the sewer collection system from corrosion, other damage and obstruction,

(b) Protect the wastewater treatment process from upset,

(c) Protect the public, Regional District workers, and property from hazardous conditions,

(d) Assist optimum wastewater system efficiency by preventing uncontaminated water from entering the system,

(e) Protect wastewater sludge quality,

(f) Protect the environment from contaminants that are not removed by the public treatment system(s),

(g) Assist the Regional District in maintaining compliance with the operating conditions established by the Province of British Columbia.

SECTION 3 APPLICATION

3.1 This bylaw shall apply to the owner or occupier of all parcels located within a sanitary sewer system service area or the owner or occupier of all parcels connected to a sanitary sewer system within the boundary of the Central Okanagan East Electoral Area.

SECTION 4 INTERPRETATION

4.1 Severability

4.1.1 If any section, subsection, sentence, clause or phrase of this bylaw is deemed to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the bylaw.

4.2 Masculine / Singular

4.2.1 Wherever the masculine is used throughout this bylaw, it shall also mean the feminine, and wherever the singular is used throughout this bylaw, it shall also mean the plural.

4.3 Schedules / Appendices

4.3.1 SCHEDULES A and B and APPENDIX I are attached to and form part of this bylaw.

4.4 Headings

4.4.1 Headings are for reference purposes and shall not affect in any way the meaning or interpretation of the provisions of this bylaw.

4.5 Other Legislated Requirements

4.5.1 No person shall enter into or work upon the sanitary sewer system without meeting the applicable confined space entry, street regulations, or other safety requirements, required by the Workers' Compensation Act.

4.5.2 Nothing in this bylaw relieves any person or organization from complying with any provision of any Federal or Provincial legislation, or any other bylaw of the Regional District. Where there is a conflict of regulations, the more stringent shall apply.

SECTION 5 DEFINITIONS

5.1 In this bylaw:

"*B.O.D.*" stands for "biochemical oxygen demand" and means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory conditions in five (5) days at 20° C, expressed in milligrams per liter as determined by the appropriate procedure in Standard Methods.

"*C.O.D.*" stands for "chemical oxygen demand" and means the measure of the oxygen consuming capacity of inorganic and organic matter present in domestic or industrial wastewater as determined by the appropriate procedure described in Standard Methods.

"*community sanitary sewer service area*" means a sanitary sewer service area:

(a) established to provide for the construction of a sanitary sewer collection system to collect and convey sewage generated in the service area, and

(b) whose geographic boundary encompasses less than five hundred (500) parcels, and

(c) whose geographic boundary is located within the Central Okanagan East Electoral Area of the Regional District of Central Okanagan.

"*cooling water*" means untreated water originating from heat exchangers or similar type units.

"*design flow*" means the sewage flow as calculated, in accordance with the Health Act, by the Owner's consultant and as approved by the Regional District.

"*domestic wastewater*" means the wastewater resulting from normal human living processes and not from commercial or industrial activities.

"*engineer*" means a person who is registered, or duly licensed as such, under the Engineers and Geoscientists Act of British Columbia.

"*extraneous flows*" means water originating from rainwater, snow melt, ground water, roof drain water, foundation drain water, subsurface drainage, surface water, single pass cooling water, condensate, or storm water.

"*flammable liquid*" means any liquid having a flash point below 38 ° C and having a vapour pressure not exceeding 280 kPa at 38 ° C.

"*garbage*" means solid wastes from domestic or commercial preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce.

"*grab sample*" means a single sample of a wastewater stream or discharge that represents the composition of the wastewater at the particular time and location at which the sample was collected.

"*grease*" means an organic substance recoverable by procedures set forth in Standard Methods and includes but is not limited to hydrocarbons, esters, fats, oils, waxes, and high molecular weight carboxylic acids.

"*industrial wastewater*" means any wastewater except domestic wastewater.

"*maintenance fee*" means a fee for the availability of sewer service and may be imposed regardless of whether or not a property or a premises is connected to a sanitary sewer system.

"*Manager*" means the *Regional District's* Manager of Public Works, or designate, who oversees the day-to-day operation of the sanitary sewer system, and administers this bylaw.

"*offal*" means waste portions of food, animals, fowl, or fish.

"*one day composite sample*" means a composite sample comprised of flow proportioned samples collected at one hour intervals over the duration of one operating day.

"*Owner*" shall be interpreted as defined in the Local Government Act as amended from time to time.

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

"*premises*" means any residence, building, or structure located on a property.

"*property*" means any parcel contained within the boundaries of a Regional District sewer system service area.

"*pesticide*" means an organism or material that is represented, sold, used, or intended to be used, to prevent, destroy, repel, or mitigate a pest and includes:

(a) a plant growth regulator, plant defoliator, or plant desiccant; and

(b) a control product, other than a device that is a control product under the Pest Control Products Act (Canada).

"*pH*" means logarithm, to the base 10, of the reciprocal of the concentration of Hydrogen ions in moles per liter of solution.

"*Plumbing Code*" means any regulation made by the Lieutenant Governor of the Province of British Columbia, in accordance with the Local Government Act.

"*pre-treatment*" means the use of any physical and/or chemical process to ensure the composition of the effluent conforms to the minimum requirements of this bylaw.

"*Regional Board*" means the elected Board of the Regional District of Central Okanagan.

"*Regional District*" means the Regional District of Central Okanagan as described in Letters Patent and amendments thereto.

"*sanitary sewer system*" means any sewerage works or appurtenances thereto which are owned and operated by the Regional District.

"*septic tank*" means any device or structure designed for the temporary storage of wastewater.

"*service connection*" means the pipe which is located at the property line of a parcel, or at the edge of a statutory right of way, and is provided to connect the wastewater drainage system to the sanitary sewer system.

"*sewage treatment plant*" means any arrangement of devices and structures used for treating wastewater.

"*Special Waste*" means a substance that is defined as Special Waste as interpreted by the Waste Management Act.

"*Standard Methods*" means the Standard Methods of Water and Wastewater Analysis (most current edition) as published by the American Public Health Association, the American Water Works Association, the Canadian Standards Association, and the Water Pollution Control Federation.

"*Subdivision Bylaw*" means a bylaw adopted by the Regional District under Section 938 of the Local Government Act.

"*suspended solids*" means the solid matter according to particle size, expressed in milligrams per liter, in a liquid as determined according to Standard Methods.

"*two hour composite sample*" means a composite sample consisting of equal portions of 8 Grab Samples collected at 15 minute intervals.

"*uncontaminated wastewater*" means water such as spent cooling water, de-chlorinated water discharged from a swimming pool, and water used in street cleaning.

"*user fee*" means a fee imposed for the use of the sanitary sewage system.

"*wastewater*" means the water-borne wastes of the Regional District derived from human or industrial sources including domestic wastewater and industrial wastewater, but does not include storm water and uncontaminated wastewater.

"*wastewater drainage system*" means an assembly of pipes, fittings, fixtures, traps, and appurtenances, not owned by the Regional District, that is used to convey wastewater to a service connection.

"*watercourse*" means:

(a) the bed and shore of a river, stream, lake, creek, lagoon, swamp, marsh or other natural body of water; or

(b) a channel, ditch, reservoir or other man-made surface feature, whether containing or conveying water continuously or intermittently.

5.2 Unless otherwise defined herein, all words or expressions used in this bylaw shall have the same meaning assigned to them as like words or expressions contained in the Local Government Act, Interpretation Act, Building Bylaw, Zoning Bylaw, Subdivision Bylaw, Water Systems Bylaw, and the Plumbing Code.

SECTION 6 GENERAL TERMS AND CONDITIONS

6.1 Compliance with Bylaw

6.1.1 Except in accordance with the provisions of this bylaw, no person shall:

(a) connect a wastewater drainage system to the sanitary sewer system, or

(b) permit any direct or indirect discharge of any wastewater into the sanitary sewer system.

6.1.2 Should any person contravene the provisions of this bylaw, and in such contravention causes or may cause damage to the sanitary sewer system, the Regional District shall make any repairs and take whatever remedial action necessary to limit the extent of the damage and shall recover the cost from the owner pursuant to this bylaw.

6.2 Ownership of the System

6.2.1 The sanitary sewer system, its operation, maintenance, repair and replacement shall be under the direction and control of the Manager.

6.2.2 All sewer pipes, connections, appurtenances, or facilities required to operate the sanitary sewer system to the Owner's property line shall be owned by the Regional District. This includes but is not limited to, all works that are located within a highway or a statutory right of way, regardless whether the works were constructed at the expense of the Owner or the Regional District.

6.3 Duty of Care and Cause of Action

6.3.1 This bylaw does not create any duty at law on the part of the Regional District, its Board, officers, employees, or other representatives concerning anything contained in this bylaw. All works, services, improvements, and all matters required pursuant to this bylaw are the responsibility of the Owner and Applicant and all persons acting on their behalf. No approval of any kind, certificate, permit, review, inspection, or other act or omission by the Regional District or any of its representatives, including any enforcement or lack of enforcement of the provisions of this bylaw, shall relieve the Owner and Applicant and all persons acting on their behalf from this duty pursuant to

this bylaw and shall not create any cause of action in favour of any person.

6.4 Limitation of Liability

6.4.1 Sanitary sewer service is provided on the condition that the Owner make no claim against the Regional District, its Board or its officers, agents, and employees acting within the scope of their employment. It is further a condition that the Owner shall make no claim for any indirect, incidental, or consequential damage.

6.5 Indemnification

6.5.1 Sanitary sewer service is provided on the condition that the Owner indemnify and save harmless the Regional District, its Board or its officers, agents, and employees in respect of all claims arising from the provision of the sanitary sewer service.

6.6 Owner's Liability

6.6.1 The Owner shall ensure that the terms and conditions, under which connection to the sanitary sewer system is provided, are not breached. The Owner shall be liable:

(a) to pay all costs, rates, charges, fees, and penalties that may be imposed pursuant to this bylaw; and

(b) for any breach of this bylaw arising on the parcel to which sanitary sewer service is provided, whether the breach is actually committed by the Owner or by a third party renting, leasing, or having access to the property.

SECTION 7 SANITARY SEWER CONNECTIONS

7.1 Connection Requirement

7.1.1 The Owner of every parcel of real property within a sanitary sewer system service area for which a service connection to the sanitary sewer system can be, or has been made, and upon which a building or structure containing a plumbing fixture is situate, shall connect such building or structure to the service connection.

7.1.2 The Owner shall pay all costs pertaining to the connection of the wastewater drainage system to the sanitary sewer system.

7.1.3 The Manager may, by written notification, order an Owner to make connection to the sanitary sewer system within sixty (60) days, or such longer period as may be specified in the notification. In the event the Owner fails to make the required connection within the time specified in the notification, the Manager may order the required connection to be made and all costs incurred shall be recovered pursuant to this bylaw.

7.2 Connections Not Within a Community Sanitary Sewer Service Area

7.2.1 The discharge of sewage or matter of any type into the sanitary sewer system where the parcel or premises is not located within the boundary of a community sanitary sewer service area is prohibited, unless:

(a) there is sufficient capacity in the sanitary sewer system and treatment facilities to handle the anticipated effluent discharge; and

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(b) the Owner pays all costs pertaining to the connection and if required, to extend the sanitary sewer system, including any fees, charges, or levies imposed by other local governments, utilities, or agencies required to facilitate such connection; and

(c) the Owner deposits with the Regional District, a security equal to the estimated community sanitary sewer service area charge as determined by the Manager; and

(d) the Owner enters into a Connection Agreement with the Regional District, agreeing to join the future community sanitary sewer service area; and

(e) the owner has obtained a permit to connect.

7.3 Applications and Permits

7.3.1 No Person shall construct or install any manner of connection, whether on a permanent or temporary basis, to any part of the sanitary sewer system without first having obtained a permit to connect.

7.3.2 All applications for a permit to connect must be made by the owner of the property to which the application refers, or by the owner's duly authorized agent.

7.3.3 A person seeking to obtain a permit to connect shall make applications in writing to the Regional District, every such application shall:

(a) state the owner's name and contact information, the legal description and civic location of the property or premise, the use of the premises, and the number of dwelling units, and

(b) state the anticipated date of connection, and

(c) be accompanied by the applicable fees and charges as required by this bylaw, the Building Bylaw, and the Subdivision Service Bylaw, and

(d) when necessitated by the circumstance, be accompanied one or more of the following listed forms, found in APPENDIX I:

- Form 1 - Non-Domestic Wastewater Information Report
- Form 2 - Connection Agreement and Guarantee
- Form 3 - Application for Additional Service Connection
- Form 4 - Application for Sanitary Sewer System Extension

(e) any other information that may be necessary to accurately assess the fees and charge applicable to the connection.

7.3.4 Permits to connect to the sanitary sewer system shall not be issued until the Owner complies with the requirements of this section.

SECTION 8 FEES & CHARGES

8.1 Every owner or occupier of all parcels located within a sanitary sewer system service area or the owner or occupier of all parcels connected to a sanitary sewer system within

the boundary of the Central Okanagan East Electoral Area shall pay to the Regional District the fees and charges established in accordance with this Bylaw, as prescribed in SCHEDULE A.

SECTION 9 PROHIBITIONS, RESTRICTIONS AND INTERRUPTION OF SERVICE

9.1 No person shall release, or permit the release of, any prohibited substance or any restricted substance which exceeds the respective concentrations listed in SCHEDULE B of this bylaw.

9.2 Sewer service may be limited, interrupted, terminated, or refused:

(a) in circumstances where the discharge of wastewater may interfere with works being undertaken on the sanitary sewer system; or

(b) where a person contravenes the provisions of this bylaw.

SECTION 10 TERMS AND CONDITIONS OF USE

10.1 Service Connections

10.1.1 Each parcel shall be limited to one service connection except:

(a) residential units on an R2 zoned property, or

(b) where limitations in site servicing, development restrictions, future subdivision, or proposed stratification exist.

10.1.2 Where additional service connections are required the Owner must make application to the Regional District for the additional service connection in combination with his application for a permit to connect.

10.1.3 Owners shall register with Land Titles any easement agreement(s) with adjacent properties for a sewer connection prior to application for a permit to connect and the registered copy of such agreement must be submitted to the Regional District upon application for a permit to connect.

10.1.4 Service connections shall be installed by the Regional District at the expense of the Owner.

10.2 Sanitary Sewer System Extensions

10.2.1 Where a sanitary sewer system extension is required in order to provide sewer service to a parcel the Owner must make application to the Regional District for such extension in combination with his application for a permit to connect.

10.2.2 Sanitary sewer system extensions shall be installed by the Regional District at the expense of the Owner.

10.3 Interference with the Sanitary Sewer System

10.3.1 The sanitary sewer system, its operation, maintenance, repair, and replacement shall be under the direction and control of the Manager. No person other than the

Manager, a Regional District employee acting in the course of his duties or a contractor authorized by the Regional District shall:

(a) enter into or work upon the sanitary sewer system;

(b) make or terminate a service connection to the sanitary sewer system;

(c) uncover or tamper with the sanitary sewer system; or

(d) attach or detach any line, pipe, or other appurtenance to the sanitary sewer system.

10.4 Accidental Discharges

10.4.1 Any person responsible for, or aware of, the accidental discharge of restricted of prohibited substances into the sanitary sewer system shall report the same forthwith to the Regional District in order that the necessary precautions can be taken to minimize the deleterious effects of the discharge.

10.5 Non Compliance

10.5.1 Should any person contravene the provisions of this bylaw, and such contravention causes or may cause damage to the sanitary sewer system, the Regional District may make any repairs and take whatever remedial action necessary to limit the extent of the damage and shall recover the cost pursuant to this bylaw.

10.5.2 Should testing indicate that the components of the wastewater are not in compliance with the provisions of this bylaw, the Regional District shall notify the Owner, in writing, to cease and desist the discharge of wastewater.

10.5.3 The cease and desist order shall remain in effect until such time as:

(a) the Owner complies with all requirements of this bylaw, and

(b) the Regional District notifies the Owner, in writing, indicating that the Owner has complied with this bylaw and authorizing the Owner to resume the discharge of wastewater.

10.6 Meters

10.6.1 All multi-family and all non-domestic discharges into the sanitary sewer system shall be metered.

10.6.2 Meter type, style, and specifications shall be approved by the Regional District or prior to installation.

10.6.3 Where water meters are to be used in determining sewage flow:

(a) the Owner will be required to supply and install an irrigation credit meter,

(b) the meter shall be of type and installed in accordance with the requirements of the local water purveyor.

10.6.4 Meters shall be installed at the expense of the Owner and in an accessible location as approved by the Building Inspector.

10.7 Wastewater Drainage System

10.7.1 Every wastewater drainage system shall be constructed in accordance with the standards contained in the Subdivision Bylaw, the British Columbia Plumbing Code and the Building Bylaw.

10.7.2 The Owner shall ensure that the wastewater drainage system is installed such that it meets the elevation of the service connection. The Regional District is not obligated to meet the elevation of, nor connect to, any wastewater drainage system installed prior to the installation of the service connection.

10.7.3 The Owner must:

(a) maintain the wastewater drainage system and sanitary service connection in a state of good repair;

(b) protect the wastewater drainage system and sanitary service connection from freezing or damage of any other sort; and

(c) ensure that the plumbing fixtures, wastewater drainage system and sanitary service connection do not leak.

10.7.4 Notwithstanding subsection 10.7.3, the Regional District may construct, inspect, maintain or repair the wastewater drainage system and sanitary service connection. All costs associated with the referenced construction, inspection, maintenance or repair shall be at the expense of the Owner.

10.8 Inspection Chambers and Manholes

10.8.1 All wastewater must pass through an inspection chamber or a suitable manhole installed and maintained in good repair to allow observation and sampling and flow measurement of the sewage.

10.8.2 Inspection chambers and manholes must be:

(a) constructed and installed in accordance with the Subdivision Bylaw,

(b) located on the property of the owner, as close to the property line as possible, or at an alternate location approved by the Manager,

(c) accessible to the Manager at all times;

(d) constructed, installed, and maintained at the expense of the Owner.

10.8.3 Where there is more than one building on a parcel discharging non-domestic wastewater, each building must have a separate inspection chamber installed 1.0 meter outside the wall of the building where the building drain connects to the building sewer.

10.9 Septic Tanks / Portable Holding Tanks

10.9.1 No person shall permit any sludge, deposit, or material contained in, or originating from, any septic tanks, portable holding tanks, or recreational vehicles to enter into the sanitary sewer system.

10.9.2 Where a sewer connection is made to a parcel where a septic tank or tanks exist, the owner shall remove any sludge, deposit, or material contained in the existing septic tanks and shall either:

(a) fill the septic tanks with clean fill, gravel, or sand; or

(b) break down the septic tanks and remove all the debris from the parcel.

10.9.3 All sludge, deposit, or material originating from a septic tank, portable holding tank, or recreational vehicle must be deposited at the Regional District's disposal facility.

10.10 Pre-treatment

10.10.1 Pre-treatment is required where wastewater, or any component of the wastewater:

(a) does not meet the provisions of this bylaw;

(b) may damage or increase maintenance costs on the sanitary sewer system; or

(c) may detrimentally affect the operation of the sewage treatment plant.

10.10.2 The owner or operator shall ensure the design, operation and maintenance of the pre-treatment facility achieves the treatment objectives and is in accordance with the manufacturer's recommendations.

10.10.3 The owner or operator shall ensure any waste products from the pre-treatment facility are disposed of in a safe manner.

10.10.4 The maintenance records and waste disposal records shall be available to the Manager upon request.

10.10.5 The owner or operator shall keep documentation pertaining to the pre-treatment facility and waste disposal for three years. The Owner shall make these records available for examination by the Manager at his request.

10.11 Interceptors

10.11.1 The Owner of every parcel shall be required to provide an interceptor if the wastewater being discharged from the parcel contains, or will contain, grease, oil, grit, flammable liquids or gases, or other components which may interfere with or damage the sanitary sewer system. This includes but is not limited to:

(a) service stations, vehicle repair garages, and automobile wash bays

(b) dry-cleaning establishments

(c) milk plants, and creameries

(d) laboratories

(e) commercial kitchens

(f) concrete plants, and aggregate washing plants

10.11.2 All interceptors shall be:

(a) of sufficient capacity to perform the purpose for which it is intended,

(b) designed by an engineer or a pre-manufactured package designed for the specific purpose of trapping the deleterious components,

(c) located as to be readily and easily accessible for cleaning and inspection.

10.11.3 In support of the interceptor design, the Owner shall be required to submit detailed design drawings and calculations from the engineer or manufacturer's specifications and manuals to the Manager for approval prior to construction. In addition the Owner must submit operation and maintenance manuals.

10.11.4 No construction shall take place on the interceptor until such time as the Manager has reviewed the above information and approved construction. Approval to construct the interceptor by the Manager does not imply that the quality of the wastewater discharged after passing through the interceptor will meet the requirements of this bylaw. It is the Owner's responsibility to ensure that all the components of the wastewater will comply with the provisions of the bylaw after passing through the interceptor.

10.11.5 The design, construction, operation, and maintenance of the interceptor shall be the responsibility of the Owner and at the Owner's expense. The Owner shall maintain written records of all cleaning, repair, calibration, and maintenance and shall store said records at the place of business for a minimum of three (3) years. The Owner shall make these records available for examination by the Manager upon his request.

10.12 Volume Control

10.12.1 Where wastewater is discharged into the sanitary sewer system in volumes which may exceed the available downstream system capacity, the Manager may require the Owner or occupier of the premises to take measures to equalize the discharge volumes and strengths.

10.12.2 Equipment necessary to comply with this section shall be provided, maintained, and operated by the Owner or occupier of such premises in a manner satisfactory to the Manager.

10.13 Sampling and Analysis

10.13.1 Where sampling is required for the purposes of determining the concentration of constituents in the wastewater the sample may:

(a) be collected manually or by using an automatic sampling device; and

(b) contain additives for its preservation.

10.13.2 For the purpose of determining compliance with Schedules A and B, discrete wastewater streams within premises may be sampled, at the discretion of the Manager.

10.13.3 Any single grab sample may be used to determine compliance with Schedules A and B.

10.13.4 All tests, measurements, analyses and examinations of wastewater, its characteristics or contents pursuant to this Bylaw shall be carried out in accordance with "Standard Methods" and be performed by a laboratory accredited for analysis of the particular substance(s) using a method which is within the laboratory's scope of accreditation or to the satisfaction of the Manager as agreed in writing prior to sample analysis.

SECTION 11 ADMINISTRATION AND ENFORCEMENT

11.1 Authority of the Manager of Public Works

11.1.1 The Manager may:

(a) Place limits and restrictions on the quantity, composition, frequency and nature of the waste permitted to be discharged;

(b) Require the Owner to repair, alter, remove, or add to works or construct new works; and

(c) Shut down all non-compliant releases.

11.2 Right of Entry

11.2.1 Regional District officers, or their designates, are authorized to enter upon any property or premises at any reasonable time to inspect any building or premises to ensure compliance with, or prevent violation of, the provisions of this bylaw.

11.2.2 The Owner or occupant shall permit the Regional District officers or their designates to perform all actions required including inspection, observation, measurement, testing, and sampling in order to determine compliance with this bylaw.

11.3 Cease and Desist Order

11.3.1 Regional District officers may order the Owner or occupant who contravenes this bylaw to comply with the bylaw within a specified time. Where an Owner does not comply with a cease and desist order within the specified time, the Regional District officer may order the action contained in the order to be performed by Regional District employees, or others, at the expense of the Owner. All costs incurred as a result of such action shall be recovered pursuant to this bylaw.

11.4 Violation

11.4.1 Any person who:

(a) violates the provisions of this bylaw;

(b) causes or permits any act in contravention or violation of the provisions of this bylaw;

(c) neglects or omits bylaw requirements;

(d) tampers with, interferes with, or damages the sanitary sewer system;

(e) interferes with the operation or maintenance of the sanitary sewer system;

(f) fails to comply with bylaw orders, directions, or notices;

(g) prevents, obstructs or attempts to prevent or obstruct the authorized entry of any officer authorized under this bylaw;

will be guilty upon summary conviction of an offence under this bylaw. Each day's continuance of an offence under this section will constitute a new and distinct offence.

11.4.2 Any person who violates bylaw provisions may, on summary conviction, be liable to the maximum penalty under the Offence Act, plus the cost of prosecution, for each offence. The penalties imposed under this section are a supplement and not a substitute for any other remedy to an infraction of this bylaw.

SCHEDULE A – FEES & CHARGES

1. FEES & CHARGES

(1) Every Owner of property and/or premises situated within the service boundary of a Regional District Sewage Collection Service Area or connected to a Regional District sanitary sewer system in the Central Okanagan East Electoral Area shall pay to the Regional District the fees and charges established in accordance with this Bylaw:

a. User fees shall apply to all parcels connected to the sewer system. User fees shall commence on the day which final inspection is made, or as determined by the Building Inspector;

b. Asset renewal fees shall apply to all parcels, vacant or otherwise, and shall commence immediately upon registration of a property in the Land Title Office;

c. Annual fee increases are effective January 1st.

(2) Fees and charges will be billed quarterly or other established interval and all fees and charges shall be due and payable 30 days after the billing date.

(3) A late payment penalty of Four percent (%) will be assessed each quarter (compounded quarterly 16.99% per annum) on all outstanding balances accrued under this Bylaw or its predecessors and not paid by the due date.

(4) The costs, rates, charges, fees and/or penalties required to be paid by this Bylaw shall form a charge against the parcel serviced, and if such costs, rates, charges, fees and/or penalties are unpaid on December 31st of the year in which they become payable, they shall be entered by the Regional District's Collector in the Collector's Roll next prepared, and transferred to the tax roll in the next succeeding year as arrears of taxes against the parcel from which they arose, and such amount may be recovered with interest at such rate as may be authorized from time to time by the *Local Government Act*, in like manner as municipal taxes. Payments must be received by December 15th to ensure adequate processing time at year end.

(5) Any application fees, and or fees for additional connections or extensions must be paid ten (10) days prior to installation or connection to the sewer system.

2. APPLICATION FEES

(1) <u>Permit to Connect Fee</u>

Single Family Residential (/parcel)……..….$200.00
Commercial / Industrial / Institutional (/application)……...$250.00
NON-STRATA:
Mobile Home Park / Multifamily Residential (/application)…..$250.00
STRATA:
Bare Land / Condo (/unit)……..….$200.00

(2) Capital Connection Fee (/unit)……..……$5,878.00

(3) Community Sanitary Sewer Service Area Security (/unit)…….……$8,000.00 minimum

Where the community sanitary sewer service area security is:

- to be determined by the Regional District Officer,
- dependent on the estimated capital costs for the future service area,
- in no case less than $8,000.00.

(4) Sanitary System Fees for Extensions & Service Connections:

The Fees for an Extension or a Service Connection are each calculated as follows:

$ = (All off-site capital costs) + (3% administration fee) + (25% security deposit)

Where:

- The Fees will be determined by the Regional District Officer and must be paid ten (10) days prior to installation.
- The capital costs and administration fee have the following minimums:
  - Off-site capital costs $2,750.00; and
  - Administration fee $250.00.
- Upon completion of the works, the applicant will be reimbursed any remaining balance of the security deposit. If the security deposit is insufficient to cover the costs, then the Regional District shall recover costs from the Owner in accordance with the *Local Government Act* and *Community Charter*.
- Any additional costs incurred will be at the expense of the Owner.

3. UTILITY CHARGES

(1) Quarterly Utility Charges Table:

Class	Description	Quarterly Fees Jan. 2023	Jan. 2024	Jan. 2025	Jan. 2026	Jan. 2027
SUE	User Fee: Per Residential Unit	$115.00	$121.00	$126.00	$130.00	$133.00
SRE	User Fee: All other uses which are defined with metered flows (per M3 of flow)	$2.20 / M^3	$2.20 / M^3	$2.20 / M^3	$2.20 / M^3	$2.20 / M^3
SBE	Metered Base Rate	$48.00	$50.00	$52.00	$54.00	$55.00
SME	Asset Renewal Fee: Per Parcel	$31.00	$33.00	$35.00	$37.00	$39.00

SCHEDULE B - PROHIBITIONS & RESTRICTIONS

PROHIBITIONS – GENERAL

1. Hauled Wastewater

(1) No person shall discharge hauled wastewater to the wastewater works unless:

(a) The carrier of the hauled wastewater operating as a waste management system has a certificate of approval issued by the Manager, and

(b) The carrier meets all conditions for discharge that are or may be set from time to time with respect to the haulage of wastewater by the Regional District.

(2) No person shall discharge or permit the discharge of hauled wastewater:

(a) At a location other than a hauled wastewater discharge location approved by the Regional District.

(b) Without a manifest, in a form approved by the Manager, completed and signed by the carrier and deposited in an approved location at the time of discharge.

(c) Without the use of a discharge hose placed securely in the discharge portal at the approved location.

2. Hauled Waste

(1) No person shall discharge hauled waste to the wastewater works unless:

(a) The carrier of the hauled waste operating as a waste management system has a certificate of approval issued by the Manager, and

(b) Hauled waste meets all conditions for discharge that are set out in this Schedule, as amended from time to time;

(2) No person shall discharge or allow or cause hauled waste to be discharged into a Sewer, except at sites designated by the Manager.

3. Non-Contact Cooling Water

(1) The discharge of non-contact cooling water or uncontaminated water to a sanitary sewer from any residential property is prohibited.

4. Water Originating from a Source Other than the Community Water Supply

(1) The discharge of water originating from a source other than the community water supply, including storm water or groundwater, directly or indirectly to a sanitary sewer works is prohibited, unless:

(a) The discharge is in accordance with a Waste Discharge Permit; and

(b) The discharge does not exceed the limits set out under this Schedule, with respect to biochemical oxygen demand, total phosphorus or total suspended solids; or

(c) In the event the discharge does exceed the limits set out under this Schedule, with respect to any of biochemical oxygen demand, total phosphorus or total suspended solids, the discharge has been approved in writing by the Manager.

5. Prohibition of Dilution

(1) No person shall discharge directly or indirectly, or permit the discharge or deposit of wastewater into a sanitary sewer works where water has been added to the discharge for the purposes of dilution to achieve compliance with this Schedule.

PROHIBITED WASTES

A. No person shall discharge directly or indirectly or deposit or cause or permit the discharge or deposit of wastewater into a sanitary sewer or private sewer connection to any sanitary sewer works in circumstances where:

(1) To do so may cause or result in:

(a) A health or safety hazard to a person authorized by the Regional District to inspect, operate, maintain, repair or otherwise work on a wastewater works;

(b) An offence under the Environmental Management Act, as amended from time to time, or any regulation made thereunder from time to time;

(c) Wastewater sludge from the wastewater treatment facility works to which either wastewater discharges, directly or indirectly, to fail to meet the objectives and criteria as listed in the Liquid Waste Management Act, as amended from time to time;

(d) Interference with the operation or maintenance of a wastewater works, or which may impair or interfere with any wastewater treatment process;

(e) A hazard to any person, animal, property or vegetation;

(f) An offensive odour to emanate from wastewater works, and without limiting the generality of the foregoing, wastewater containing hydrogen sulphide, carbon disulphide, other reduced sulphur compounds, amines or ammonia in such quantity as may cause an offensive odour;

(g) Damage to wastewater works;

(h) An obstruction or restriction to the flow in wastewater works.

(2) The wastewater has two or more separate liquid layers.

(3) The wastewater contains:

(a) Hazardous substances;

(b) Combustible liquid; Biomedical waste, including any of the following categories: 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 Group4” as defined in “Laboratory Biosafety Guidelines” published by Health Canada, dated, 2004, as amended.

(c) Specified risk material for bovine spongiform encephalopathy as defined in the federal Fertilizers Regulations (C.R.C., c. 666), as amended from time to time, including material from the skull, brain, trigeminal ganglia, eyes, tonsils, spinal cord and dorsal root ganglia of cattle aged 30 months or older, or material from the distal ileum of cattle of all ages.

(d) Dyes or coloring materials which may or could pass through a wastewater works and discolor the wastewater works effluent;

(e) Fuel;

(f) Ignitable waste.

(g) Pathological waste.

(h) PCBs.

(i) Pesticides, insecticides, herbicides or fungicides.

(j) Reactive material – except within such limits as are permitted by license issued by the Atomic Energy Control Board of Canada.

(k) Toxic substances which are not otherwise regulated in this Bylaw.

(l) Waste radioactive substances in excess of concentrations greater than those specified for release to the environment under the Nuclear Safety and Control Act and Regulations or amended versions thereof.

(m) Solid or viscous substances in quantities or of such size to be capable of causing obstruction to the flow in a sewer, including but not limited to ashes, bones, cinders, sand, mud, soil, straw, shaving, metal, glass, rags, feathers, tar, plastics, wood, un-ground garbage, animal parts or tissues, and paunch manure.

(n) Any garbage that has been ground, comminuted or shredded by a garbage disposal unit.

(o) The wastewater contains a concentration, expressed in milligrams per litre, in excess of any one or more of the limits in Restricted Wastes section of this Schedule, unless the discharge is authorized in a Code of Practice approved by the Regional District.

STANDARDS FOR RESTRICTED WASTES

A. No person shall discharge directly or indirectly or deposit or cause or permit the discharge or deposit of wastewater into a sanitary sewer or private sewer connection to any sanitary sewer works in circumstances where:

(1) any non-domestic wastewater as analysed in the specified sample type which exceeds the limits for the following parameters, expressed in the total form as milligrams per litre and as shown in the following table:

Table A - CONVENTIONAL CONTAMINANTS and PHYSICAL PARAMETERS

	Concentration in Milligrams per Litre (mg/L)		
Parameter	**One Day Composite Sample**	**Two Hour Composite Sample**	**Grab Sample**
Biochemical Oxygen Demand (B.O.D.)	500	1000	2000
Chemical Oxygen Demand (C.O.D.)	750	1500	3000
Total Suspended Solids (TSS)	600	1200	2400
Oil and Grease (non petroleum)	150	300	600
Oil and Grease (petroleum source)	15	30	60
pH (non-domestic waste)	>6 and <9.5	>5 and <11	>5.5 and <10.5

(2) any non-domestic waste which, at the point of discharge into a sewer, contains any substance, in a combined or un-combined form, with a concentration in excess of the levels set out in the following tables. All concentrations are expressed as total concentrations, which include both the dissolved and un-dissolved substances.

Table B - ORGANIC CONTAMINANTS

Substance	Concentration Limit [mg/L, except as noted]
Benzene	0.01
Chloroform	0.04
Dichlorobenzene (1,2-)	0.05
Dichlorobenzene (1,4)	0.08
Ethylbenzene	0.06
Hexachlorobenzene	0.0001
**Methylene chloride (dichloromethane)	0.09
PCBs (chlorobiphenyls)	0.004
**Phenols, Total (or Phenolic compounds)	0.1
**Tetrachloroethane (1,1,2,2 -)	0.06
**Tetrachloroethylene	0.06
Toluene	0.02
Trichloroethylene	0.05

Substance	Concentration Limit [mg/L, except as noted]
Xylenes, total	0.3

Table C - INORGANIC CONTAMINANTS

		Concentration in Milligrams per Litre		
Substance	**Abbreviation**	**One day composite sample**	**Two hour composite sample**	**Grab sample**
Aluminum	Al	50.0	100.0	200.0
Arsenic	As	1.0	2.0	4.0
Boron	B	50.0	100.0	200.0
Cadmium	Cd	0.2	0.4	0.8
Chromium	Cr	4.0	8.0	16.0
Cobalt	Co	5.0	10.0	20.0
Copper	Cu	2.0	4.0	8.0
Cyanide	Cn	1.0	2.0	4.0
Iron	Fe	10.0	20.0	40.0
Lead	Pb	1.0	2.0	4.0
Manganese	Mn	5.0	10.0	20.0
Mercury	Hg	0.05	0.1	0.2
Molybdenum	Mo	1.0	2.0	4.0
Nickel	Ni	2.0	4.0	8.0
Phenols	-	1.0	2.0	4.0
Phosphorus	P	12.5	25.0	50.0
Silver	Ag	1.0	2.0	4.0
Sulphate	SO^4	1500.0	3000.0	6000.0
Sulphide	S	1.0	2.0	4.0
Tin	Sn	5.0	10.0	20.0
Zinc	Zn	3.0	6.0	12.0

Note:
More restrictive guidelines may be required if the Manager considers there to be a detrimental effect on the sewage treatment plant, the sanitary sewer system, or the workers.

(3) any water or waste containing substances in such concentrations that are not amenable to treatment or reduction by the sewage treatment process employed, or are amenable to treatment only to such a degree that the sewage treatment plant effluent cannot, during normal operation, meet the requirement of any other agency having jurisdiction over discharges to the receiving waters.

(4) any material or substance (e.g. enzymes and/or bacteria) that alters the structure of the waste(s) but does not reduce the loading (C.O.D.).

(5) any water or wastewater contained in, but not limited to, a swimming pool, hot-tub, or artificial pond.

SCHEDULE C - SUMMARY OF BYLAW AMENDMENTS

Bylaw No.	Description	Date of Adoption
1378	Replace Schedule A; Add Schedule "C" Summary of Bylaw Amendments	November 12, 2015

APPENDIX I - FORMS

Form 1 - Non-Domestic Wastewater Information Report

A. This Form is required where an Owner or occupier proposes to:
   (a) make application to connect an industrial or commercial activity to the sanitary sewer system; or
   (b) expand or change an industrial or commercial activity in such a way that it may affect the quality or quantity of the wastewater being discharged into the sanitary sewer system.

B. This form is to be filed with the Manager of Public Works at the Regional District of Central Okanagan, located at 1450 KLO Road, Kelowna BC, V1W 3Z4, immediately or within **90 days Prior** to the date to either connect, expand on, or change the industrial or commercial activity.

(1) This Application is: ❑ New Connection ❑ to Expand or Change Existing Connection

PART 1 – COMPANY / INDUSTRY INFORMATION

(2) Business Information:

Company Name:
Civic Address:
Telephone: Fax:
Legal Description: Lot: Plan: DL:
Primary Contact Person:
Mobile Phone:
Email Address:

(3) Hours & Days of Operation: Hours/day _____ Days/week _____

(4) Activity (type of)**:**

Pharmacy ❑	Dental / Health Services ❑	Greenhouses / Nurseries ❑
Laundromat ❑	Funeral Establishments ❑	Light Manufacturing ❑
Beauty Salons ❑	Restaurant / Food Preparation ❑	Heavy Manufacturing ❑
Winery / Cidery ❑	Pet Grooming / Kennels ❑	Painting ❑
Service Station ❑	Veterinary ❑	Printing / Publishing ❑
❑ OTHER _____	Abattoir ❑	Package House ❑

PART 2 – WASTEWATER CHARACTERISTICS

(5) Flow: Is the Discharge > 300 m³ in a 30 day period? ❑ Yes ❑ No ❑ Don't Know

Is the Discharge > 10 m³ in a 24 hour period? ❑ Yes ❑ No ❑ Don't Know

(6) Volumes: Maximum discharge flow rate: _____ m³/day

NOTE:
1 m³ = 220 imp gal
1 m³ = 264 US gal

Average daily discharge flow rate: _____ m³/day

Method of flow rate determination: ❑ measured ❑ estimated

(7) Temperature: _____ °C

(8) Acidity (pH) Min. _____ Max. _____

(9) Description: *Provide a brief description of waste generating process:*

_____

_____

_____

(10) Special Waste:

Does any process within the plant produce special waste as defined under the Special Waste Regulation of the Waste Management Act BC? ❑ Yes ❑ No ❑ Don't Know

(11) Quality: *Indicate whether any of the following types of wastes are discharged:*

Flammable or explosive waste	❑ Yes	❑ No			
Obstructive waste	❑ Yes	❑ No	Biomedical waste	❑ Yes	❑ No
Air contaminant waste	❑ Yes	❑ No	Corrosive waste	❑ Yes	❑ No
High temperature waste	❑ Yes	❑ No	Food waste	❑ Yes	❑ No
Radioactive waste	❑ Yes	❑ No	Seawater	❑ Yes	❑ No

(12) Contaminants and Physical Parameters

In the space provided below, check the appropriate box for each wastewater contaminant to dictate 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 the wastewater discharges have been sample and analyzed in the past, please attach examples of sampling data.

	ABSENT		PRESENT		Expected Concentration (mg/L (ppm)	
CONTAMINANTS	known	suspected	known	suspected	Ave.	Max.
Biochemical Oxygen Demand (B.O.D.)	❑	❑	❑	❑	____	____
Chemical Oxygen Demand (C.O.D.)	❑	❑	❑	❑	____	____
Total Suspended Solids (TSS)	❑	❑	❑	❑	____	____
Oil and Grease (non petroleum)	❑	❑	❑	❑	____	____
Oil and Grease (petroleum source)	❑	❑	❑	❑	____	____
Phenols, Total	❑	❑	❑	❑	____	____
Phenols, Chlorinated	❑	❑	❑	❑	____	____
Polynuclear Aromatic Hydrocarbons	❑	❑	❑	❑	____	____
PCBs	❑	❑	❑	❑	____	____
Pesticides	❑	❑	❑	❑	____	____

Tetrachloroethylene	❑	❑	❑	❑	____	____
Benzene	❑	❑	❑	❑	____	____
Ethylbenzene	❑	❑	❑	❑	____	____
Toluene	❑	❑	❑	❑	____	____
Xylenes	❑	❑	❑	❑	____	____
Solvents, *Specify:*						
_____	❑	❑	❑	❑	____	____
Aluminum	❑	❑	❑	❑	____	____
Arsenic	❑	❑	❑	❑	____	____
Boron	❑	❑	❑	❑	____	____
Cadmium	❑	❑	❑	❑	____	____
Chromium	❑	❑	❑	❑	____	____
Cobalt	❑	❑	❑	❑	____	____
Copper	❑	❑	❑	❑	____	____
Cyanide	❑	❑	❑	❑	____	____
Iron	❑	❑	❑	❑	____	____
Lead	❑	❑	❑	❑	____	____
Manganese	❑	❑	❑	❑	____	____
Mercury	❑	❑	❑	❑	____	____
Molybdenum	❑	❑	❑	❑	____	____
Nickel	❑	❑	❑	❑	____	____
Phenols	❑	❑	❑	❑	____	____
Phosphorus	❑	❑	❑	❑	____	____
Silver	❑	❑	❑	❑	____	____
Sulphate	❑	❑	❑	❑	____	____
Sulphide	❑	❑	❑	❑	____	____
Tin	❑	❑	❑	❑	____	____
Zinc	❑	❑	❑	❑	____	____

PART 4 – ATTACHMENTS

The Owner or occupant must provide any and all documentation for packaged pre-treatment systems, interceptors, control, monitoring, or sampling equipment.

PART 3 – SITE PLAN

The Owner or occupant must sketch a site plan in the area provided below (or attach a site plan to the application). The plan shall be dimensioned and must include:

(1) property lines, buildings, streets
(2) the location of sampling manhole,
(3) pre-treatment works,
(4) flow equalizing facilities, or other control works
(5) the monitoring points,
(6) sanitary & storm sewer lines and connections,

PART 5 – DECLARATION

I, _____, declare that the information given on this form is correct to the best of my knowledge.

_____
Signature

_____
Date

APPENDIX I - FORMS

Form 2 - Connection Agreement and Guarantee

Regional District of Central Okanagan
1450 KLO Road
Kelowna, B.C.
V1W 3Z4

Date

Attention: Manager of Public Works

Dear Sir:

RE: Sanitary Sewer Connection
Civic Address & Legal Description

Enclosed please find a <certified cheque/bank draft> in the sum of <$ in words and #s> as security for the right to connect the subject property to the sanitary sewer system at this time. It is understood that this security shall be deposited in an interest bearing account and that the Regional District agrees to hold this security for a maximum of 10 years from the date of receipt. At the end of 10 years the Regional District will withdraw the security, including any accrued interest, and will consider the registered owner's costs, for connection to the sanitary sewer system, paid in full.

Notwithstanding the above, it is likely that the Regional District will establish a Community Sanitary Sewer Service Area to finance the cost of providing sewer service to the subject property before the 10 year time period has elapsed. If, prior to the 10 year time period elapsing, a Community Sanitary Sewer Service Area is adopted which includes the subject property as one of the participants, the registered owner will have two options once the final costs for each property in the Community Sanitary Sewer Service Area has been determined:

(1) the owner can request that their share of the capital costs be added to their property taxes and amortized over a period of 20 years, in which case the registered owner will be entitled a full refund of the security including any accrued interest; or

(2) the owner can request that the security be applied to their share of the capital costs on the provision that they will receive a refund on the remainder or pay the entire balance owing, as the case may be.

Yours truly,

The Regional District of Central Okanagan acknowledges receipt of the enclosed certified cheque/bank draft and agrees to the terms of this letter. Regional District of Central Okanagan by its authorized signatory:

_____

Owner

_____

Owner

APPENDIX I - FORMS

Form 3 - Application for Additional Service Connection

Regional District of Central Okanagan
1450 KLO Road
Kelowna, B.C.
V1W 3Z4

Date

Attention: Manager of Public Works

Dear Sir:

RE: Sanitary Sewer Additional Service Connection
Civic Address & Legal Description (Lands)

In consideration of the Regional District of Central Okanagan permitting an additional sanitary sewer service connection to the Lands the Owner does hereby agree to pay the following charges:

(1)	All capital costs
(2)	3% administration fee
(3)	25% security deposit

Where:

- The Fees will be determined by the Manager and must be paid ten (10) days prior to installation.
- In no case shall the off-site capital costs be less than $2,750 and the administration fee be less than $250.
- Upon completion of the works, the applicant will be reimbursed any remaining balance of the security deposit. If the security deposit is insufficient to cover the costs then the Regional District shall recover the costs from the Owner in accordance with the Local Government Act and the Community Charter.

Yours truly,

_____
Owner

_____
Owner

The Regional District of Central Okanagan acknowledges receipt of the enclosed certified cheque/bank draft and agrees to the terms of this letter. Regional District of Central Okanagan by its authorized signatory:

_____

APPENDIX I - FORMS

Form 4 - Application for Sanitary Sewer System Extension

Regional District of Central Okanagan
1450 KLO Road
Kelowna, B.C.
V1W 3Z4

Date

Attention: Manager of Public Works

Dear Sir:

RE: Sanitary Sewer System Extension
Civic Address & Legal Description (Lands)

In consideration of the Regional District of Central Okanagan permitting an extension of the sanitary sewer system to the Lands the Owner does hereby agree to pay the following charges:

(4)	All capital costs
(5)	3% administration fee
(6)	25% security deposit

Where:

- The Fees will be determined by the Manager and must be paid ten (10) days prior to installation.
- In no case shall the off-site capital costs be less than $2,750 and the administration fee be less than $250.
- Upon completion of the works, the applicant will be reimbursed any remaining balance of the security deposit. If the security deposit is insufficient to cover the costs then the Regional District shall recover the costs from the Owner in accordance with the Local Government Act and the Community Charter.

Yours truly,

The Regional District of Central Okanagan acknowledges receipt of the enclosed certified cheque/bank draft and agrees to the terms of this letter. Regional District of Central Okanagan by its authorized signatory:

_____
Owner

_____
Owner