

REGIONAL DISTRICT OF NORTH OKANAGAN

BYLAW No. 2731

A bylaw to regulate Water Meters in the Greater Vernon Water Service Area

WHEREAS, the Board has by the following bylaws established the local service of Regional Water Supply:

- Regional District of North Okanagan – Greater Vernon Regional Water Supply Local Service Establishment Bylaw No. 1262, 1994
- Regional District of North Okanagan – Electoral Area “D” Regional Water Supply and Distribution Local Service Establishment Bylaw No. 1264, 1994, and
- North Okanagan Water Authority – Township of Spallumcheen Bulk Water Supply Agreement Bylaw No. 1268, 1994.

AND WHEREAS, the Board is desirous to regulate the metering of water by Greater Vernon Water (GVW);

NOW THEREFORE, the Board of the Regional District of North Okanagan, in open meeting assembled, hereby **ENACTS AS FOLLOWS**:

A. CITATION

1. This Bylaw may be cited as “**Greater Vernon Water Metering Bylaw No. 2731, 2019**”.

B. INTERPRETATION

1. Words or phrases defined in the British Columbia *Interpretation Act*, *Community Charter*, or *Local Government Act* or any successor legislation shall have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.
2. The headings contained in this Bylaw are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions of this Bylaw.
3. Any act or enactment referred to herein is a reference to an enactment of the Province of British Columbia and regulations thereto, as amended, revised, consolidated or replaced from time to time, and any Bylaw referred to herein (as may be cited by short title or otherwise) is a reference to an enactment of the Board of the Regional District of North Okanagan, as amended, revised, consolidated or replaced from time to time.
4. If any provision of this Bylaw is held to be invalid by a court of competent jurisdiction, the provision may be severed from the Bylaw and such invalidity shall not affect the validity of the remaining portions of this Bylaw.

C. DEFINITIONS

1. In this bylaw:

Approved Backflow Preventer means an apparatus that is approved by the RDNO or its authorized agent for installation in a water system so as to prevent Backflow of Contaminants into the GVW system, and includes Approved Backflow Prevention Assemblies and Approved Backflow Prevention Devices.

Approved Backflow Prevention Assembly means an Approved Backflow Preventer that is designed to be tested and repaired while in service and to meet the design and installation criteria requirements of CSA Standard B64.

Approved Backflow Prevention Device means a non testable Approved Backflow Preventer that meets the design and installation criteria requirements of CSA Standard B64.

Authorized Agent includes a Person, Firm or Corporation authorized by GVW to act on its behalf.

Backflow means the reversal of the normal direction of flow from a Private Water System or from a Contaminant source, to the GVW system.

Bona Fide Agricultural Water User means a Customer whose land is used for agricultural purposes as defined by the BC Assessment Authority, and supplementary criteria as approved by the Regional Board from time to time.

Bypass means any connection to a water service that creates or could create a condition in which water use is not being recorded by a Water Meter.

Contaminant means any physical, chemical, biological or radiological substance or matter in water which may render the water non-potable, according to the *Drinking Water Protection Act*, S.B.C. 2001, Chapter 9.

Customer means the owner(s) of the property or authorized user of a Fire Hydrant or truck fill station to which water is supplied by GVW.

Domestic Water Use means water used for household requirements, sanitation, watering of domestic animals and backyard poultry, garden or landscaping, pools and any other residential ancillary purpose.

Fire Hydrant means a water conveyance device where a hose can be attached and supplied water with typically elevated flows for the primary purpose of fighting fires. This definition includes the hydrant, hydrant connection valve, lead and tee at the main and refers to all fire hydrants connected to the Greater Vernon Water system, including fire hydrants on private property.

General Manager means the person appointed to the position of General Manager for the Regional District of North Okanagan who has GVW within their area of responsibility, or designate.

GVW means the Greater Vernon Water Service.

Non Domestic Water Use means water used for a purpose not defined as either a Domestic Water Use or Bona Fide Agricultural Water Use in this bylaw.

Operator Service Fee means the fee charged for an operator to respond to a Customer's request to perform a specific service for that Customer, such as interrupting or resuming water supply by means of a shut-off or turn-on of a water service valve, to remove or install an existing Water Meter or accompanying meter reading equipment or to collect a water sample at the request of a Customer or complete a Water Meter Re-Read.

Private Water System means any water system, operated for the delivery and distribution of water, or a portion thereof, which system is privately owned, and includes all mains, appurtenances and other infrastructure to convey water on private land (including strata property) where the water infrastructure is not protected by a statutory right of way in favour of the Regional District.

RDNO means the Regional District of North Okanagan.

Remote Reader means an Encoder-Receiver-Transmitter (ERT) Unit used for the transmittal of Water Meter data to another location by way of a radio frequency or other method.

Self Serve means a water service where the irrigation shut off valve is part of a Private Water System.

Standpipe means a water service pipe extending above ground that is connected to the GVW water system, typically used for irrigation purposes.

Water Meter means a GVW approved apparatus for measuring and recording the quantity of water used by a Customer, and shall include the meter(s), meter reading device, Remote Reader, and wiring to the Remote Reader or the pin/touch pad.

Water Meter Re-Read means a re-read of a Water Meter following a Customer's request to GVW for same.

Water Meter Test means a test of the functioning of a Water Meter following a Customer's request to GVW for same.

Water Meter Testing Fee means the fee charged for GVW to conduct an onsite Water Meter test at a Customer's request.

Water Service Connection means the water infrastructure between the GVW water main and the Customer's property line or GVW statutory right-of-way boundary.

D. REQUIREMENTS FOR METERS

1. All Customers are required to have a Water Meter installed.
2. Water Meters shall be purchased from GVW.
3. Customers that are connected to GVW but do not have a Water Meter, or any new Customer wishing to connect to GVW, are required to install a Water Meter at the Customer's cost.
4. For all Bona Fide Agricultural Water Users, new Water Meters must be installed in a Water Meter pit on their private property within one (1) metre of the property line, or at a location approved by the General Manager, at the cost of the Customer.
5. Each new Private Water System connecting to GVW shall have one (1) Water Meter per Water Service Connection to capture all water consumption.

6. All Water Meters, including those for all Private Water Systems, shall be located not more than twenty (20) metres from the location where the Water Service Connection crosses the property line, or at a location approved by the General Manager, and shall be installed immediately inside where the Water Service Connection enters a building. The Customer shall be responsible to keep the surface of lands above where the Water Service Connection is located free of all obstructions (with the exception of pavement).
7. Water Meters shall be located in a GVW approved Water Meter pit or other GVW approved housing to protect Water Meters from frost, freezing, flooding, and other weather conditions.
8. Where a Water Meter Bypass exists, a separate Water Meter is required on the Bypass and no Customer may install or cause to be installed a Bypass without the installation of a separate Water Meter for the Bypass.
9. A fire suppression line that has a detector-check valve connected to the fire alarm does not require a Water Meter.

E. INSTALLATION, INSPECTION AND REPAIR

1. GVW shall determine and specify the size, type, location and arrangement of all Water Meters.
2. All Water Meters shall be installed in accordance with GVW and manufacturer's specifications.
3. No Water Meter shall, without written authorization from GVW, be installed in a confined space as determined by WorkSafeBC Regulations.
4. Upon installation, Water Meters must be inspected and approved by an Authorized Agent.
5. Following inspection and approval, all Water Meters will become the property of GVW.
6. GVW will maintain, repair or replace all Water Meters when rendered unserviceable through reasonable wear and tear.
7. Isolation valves on both sides of the Water Meter are required on all meter installations.
8. The Customer is responsible for the installation, maintenance and replacement of Water Meter pits or other housing and all associated costs.
9. All Water Meters that are permanently installed are to have a tamper proof security wire installed and sealed prior to water being turned on.
10. Customers shall immediately notify GVW if their Water Meter stops working or if any leaks, breaks or other irregularities with the Water Meter are observed.
11. Existing Self Serve Customers, where the Water Meter is obstructed, are required to install their Water Meter on their private property within one (1) metre of the property line, or at an alternate location approved by GVW.
12. New Water Meter installations located on Standpipes are not permitted.

F. DAMAGE OR UNLAWFUL ACTION

1. No person shall tamper with any Water Meter or Water Service Connection between the GVW water main and the Water Meter in any manner that interferes with the accurate recording of the quantity of water supplied.
2. Any Customer found to be tampering with a Water Meter or piping of water supplied to a Water Meter or where a Water Meter Bypass is detected shall at the sole discretion of GVW:
 - be required to install, at the Customer's expense, a Water Meter pit, including Water Meter, within one (1) metre of the property line, or at an alternate location approved by GVW, and/or
 - be subject to a fee in accordance with the GVW Rates Imposition Bylaw, and/or a ticket in accordance with the Regional District of North Okanagan Ticket Information Bylaw.

The Customer may be also required to install an Approved Backflow Prevention Assembly if a Backflow risk is determined to exist on the property as determined by GVW.

3. GVW may install a Water Meter in a Water Meter pit within one (1) metre of the property line, or at an alternate location approved by GVW, at GVW's expense, on any property that a Water Meter Bypass is suspected. GVW will install Backflow protection, as required by bylaw. The Customer will be charged for the installation of the Water Meter pit if, after the installation, the water use over two quarters is greater than 30% of the water use over the same two quarters the previous year.
4. Any unauthorized equipment found attached to an unmetered Fire Hydrant or obstructing access to the Fire Hydrant, will be confiscated and held by GVW or its Authorized Agent. Upon claiming the confiscated equipment, the claimant shall be subject to a fee in accordance with the GVW Rates Imposition Bylaw, and/or a ticket in accordance with the Regional District of North Okanagan Ticket Information Bylaw.
5. Where any wilful or intentional action of any Customer causes a Water Meter to be obstructed so it cannot be read, the Customer will be required to pay for the installation of a Remote Reader or be required to pay a fee in accordance with the GVW Rates Imposition Bylaw.
6. Customers are required to replace lost, stolen and damaged Water Meters at their own cost.

G. ACCESS

1. GVW and its Authorized Agent(s) are hereby authorized to access the lands and premises of Customers for the purposes of installation, repair, replacement, examination, inspection and maintenance of Water Meters.
2. When practical, and provided there is not an emergency or imminent threat to the security of the water supply, GVW or Authorized Agent(s) will provide not less than 48 hours notice prior to accessing the Customer's lands and/or premises.
3. If for any reason access to the lands and premises is restricted, the Customer must have installed at their own expense, a Water Meter pit within one (1) metre of the property line. The Customer is required to provide GVW with the existing Water Meter, if requested by GVW, to install in the Water Meter pit. Where the existing Water Meter is not provided by the Customer as requested, the Customer will be charged for a new Water Meter.

4. It is the Customer's responsibility to ensure the Water Meter is fully accessible to allow for the Water Meter inspection or replacement.
5. If the Water Meter arrangement does not allow easy Water Meter removal, the Customer is responsible to correct the plumbing to GVW standards at the Customer's cost.
6. All plumbing is the responsibility of the Customer, who must ensure all Water Meter plumbing is installed to allow the Water Meter to be easily removed through the use of fittings designed for this purpose, such as meter tails, unions or dismantling joints. The fittings must be on both sides of the Water Meter. Water Meters with flanges shall have at least one fitting upstream or downstream of the flanges.
7. The placement of the Water Meter reading device or Remote Reader must be in a location which ensures safety and ease of access for reading of the Water Meter. If the location of the Water Meter or Remote Reader is considered to be unsafe by GVW, the Customer must either relocate the Remote Reader to a location approved by GVW or install the Water Meter and Remote Reader within a Water Meter pit within one (1) metre of the property line, at their own expense.

H. CHARGES

1. Rates and fees for all water consumption shall be charged in accordance with the GVW Rates Imposition Bylaw, and the quantity of water used shall be deemed to be the quantity shown or indicated by the Water Meter upon it being read from time to time.
2. If any Water Meter stops, sticks, fails to indicate or is in a condition such that GVW has not received a read, the consumption for that quarter will be estimated manually by using the average of the same quarter from the previous two (2) years.
3. Where maintenance, repair, renewal or replacement of any Water Meter or Water Service Connection is rendered necessary by any act, neglect or carelessness, any related expense incurred by GVW shall be charged to the Customer.

I. WATER METER RE-READS OR METER TESTS

1. Water Meter Tests and Re-Reads shall be completed by GVW or its Authorized Agent.
2. Any Customer who disputes the quantity of water used as recorded by a Water Meter may request a Water Meter Re-Read or Water Meter Test by application to GVW and payment of the associated Operator Service Fee or Water Meter Test Fee, as applicable. GVW or its Authorized Agent will then conduct the Water Meter Test or Re-Read. Where such Re-Read or Test confirms that the Water Meter is:
 - i. functioning properly and a prior recording was inaccurate, if the difference between the volume of water previously recorded and the volume indicated by the accurate re-read or test:
 - a. is five (5%) percent or less, then there will be no refund or additional charges;
 - b. exceeds five (5%) percent, then the Water Meter Testing Fee or Operator Service Fee will be refunded and the Customer's account will be adjusted using the accurate reading.

