

Bylaw No. 2824, 2019

Regional District of Okanagan-Similkameen Water Use Regulation Bylaw

Consolidated for convenience purposes.
Includes all amendments to the text up to:
March 5, 2020

Summary of Amendments

Bylaw No.	Adopted	Amendment	Purpose
2824.01	March 5, 2020	Amend Section 10; Amend Schedules A and E	To revise process for Discontinuance of Water Service; To add Missezula Lake Water Service; To amend definitions

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
Bylaw No. 2824, 2019 – WATER USE REGULATION BYLAW

A bylaw to set the terms and conditions under which water may be supplied and used in the
Regional District of Okanagan-Similkameen *Water Supply Systems*.

WHEREAS pursuant to the *Local Government Act*, a Regional District may regulate in relation to a service;

AND WHEREAS the Regional District deems it desirable to establish the terms and conditions under which water may be supplied and used in those portions of the Regional District in established water service areas;

NOW THEREFORE, the Board of Directors of the Regional District of Okanagan-Similkameen enact as follows:

1. CITATION

- 1.1. This Bylaw may be cited as the “Regional District of Okanagan-Similkameen Water Use Regulation Bylaw No. 2824, 2019.”

2. ADMINISTRATION

- 2.1. This Bylaw comes into force on the date of its formal adoption.
- 2.2. This Bylaw applies to any Regional District owned *Water Supply System*, as defined in Part 4 of this Bylaw.
- 2.3. The *Manager* is authorized to administer and oversee the operation of the Regional District *Water Supply Systems* and administer and enforce this *Bylaw*.

3. SCHEDULES

- 3.1. The following Schedules are attached to and form part of this Bylaw:
- Schedule “A” – *Water Service Areas*
 - Schedule “B” – Special Details for Gallagher Lake Water System
 - Schedule “C” – Special Details for West Bench Water System
 - Schedule “D” – Water Supply Stages
 - Schedule “E” – Definitions for Water Service Fees and Charges

4. INTERPRETATION

4.1. In this Bylaw:

“Agricultural Water Use” means water used for a *Farm Use* on land designated as agricultural land under the *Agricultural Land Commission Act*;

“Applicant” means a person who has submitted an application to the Regional District for *Water Services* and has not yet received approval;

“Authorized Personnel” means a Regional District employee acting under the supervision of the *Manager*, or an authorized agent as designated by the *Manager*;

“Backflow” means the reversal of the flow of water or other liquids, gases or solids;

“Backflow Preventer” means a device or method to prevent *Backflow*;

“Bylaw” means the *Regional District of Okanagan-Similkameen Water Use Regulation Bylaw No. 2824, 2019* as amended from time to time;

“Cross Connection Control Bylaw” means the *Regional District of Okanagan-Similkameen Cross Connection Control Bylaw No. 2851, 2019* as amended from time to time;

“Customer” means a person who is being provided *Water Services* or who has filed an application for *Water Services* with the Regional District that has been approved by the Regional District;

“Discontinue” means to terminate the arrangement between the Regional District and the *Customer* for the *Water Services*;

“Excess Water Use” means applying or using more water than is required to provide a service, produce a product or complete a task, and includes: applying water to a hardscape, such as a sidewalk, driveway or parking lot; or to exterior windows or exterior building surfaces; or to landscapes to a degree that water drains, runs off or spreads to surrounding areas; or to turf and outdoor tracks for a purpose unrelated to health and safety;

“Farm Land Water Use” means water used for a *Farm Use* on land designated as a farm under the *Assessment Act*;

“Farm Use” means the use of land for farm operations, including farming of land, plants and animals and any other similar activities designated as farm uses by enactment, including the *Agricultural Land Commission Act*, and expressly includes operating plant nurseries, orchards, vineyards, turf farms, and tree farms;

“Fees and Charges Bylaw” means the *Regional District of Okanagan-Similkameen Fees and Charges Bylaw* as amended from time to time

“Flow-Control Device” means a fitting used to restrict the maximum rate that water can flow through a pipe, hose, or *Irrigation System*;

“Irrigation Season Extension” means an extension of the duration of the *Irrigation Services* as governed by Parts 6 and 12 of this Bylaw;

“Irrigation Services” means the provision of *Water Services* to an *Irrigation System* for a *Farm Use* pursuant to Part 12 of this Bylaw;

“Irrigation System” means the distribution of water to the surface or sub-surface of lawns, gardens, crops, orchards or other areas situated outside buildings by any method;

“*Manager*” means the Chief Administrative Officer or their designate;

“*Micro-Irrigation or Drip-Irrigation System*” means a low volume watering method that delivers water slowly and directly to plant roots and that consumes less than 90 litres per hour (20 imperial gallons per hour) and operates at less than 172 kilopascals (25 pounds per square inch);

“*Parcel*” means any lot, block or other area in which land is held or into which it is subdivided;

“*Private Waterworks*” means any pipe and fittings intended to receive water from a *Water Service Connection* and deliver or distribute the water to and within a *parcel*;

“*Regional District*” means the Regional District of Okanagan-Similkameen;

“*Service Agreement*” means an agreement between the Regional District and a *Customer* for the provision of *Water Services* pursuant to Section 6.7 of this Bylaw;

“*Service Card*” means the documentation for recording the details, such as material and location, of the *Water Service Connection* in the format provided by the Regional District;

“*Shut off*” means the temporary closing of the *Water Service Connection* by *Authorized Personnel*;

“*Subdivision and Servicing Bylaw*” means the *Regional District of Okanagan-Similkameen Subdivision Servicing Bylaw No. 2000, 2002*, as updated from time to time;

“*Temporary Water Use Permit*” means a permit issued by the Regional District pursuant to Part 13 of this Bylaw;

“*Water Meter*” means a device supplied, owned and maintained by the Regional District which measures the quantity of water delivered to a *parcel*;

“*Water Meter Pit*” means an underground enclosure and related equipment (including pipes, valves and couplers) to house a *Water Meter* or *Backflow Preventer* at or near a *Water Service Connection*;

“*Water Service Area*” means the areas identified in Schedule “A”;

“*Water Service Connection*” means the point where a *Water Supply System* connects to any *parcel* and includes all pipes, taps, valves, connections and other things used to connect the *Private Waterworks* into the *Water Supply System*, and will typically be at the downstream side of a *Water Meter* near the boundary or property line of the *parcel*;

“*Water Services*” means the supply of water from the Regional District to a *Customer* pursuant to this Bylaw;

“*Water Supply Stage*” refers to any of the following stages: Normal; Stage 1; Stage 2; Stage 3; and Stage 4, of the water supply management measures as set out in Part 15 and Schedule “D” of this Bylaw;

“*Water Supply System*” means the Regional District-owned works used to provide water to and within the *Water Service Areas*.

- 4.2. Words or phrases defined in the British Columbia *Interpretation Act*, the *Community Charter*, and the *Local Government Act*, shall have the same meaning when used in this Bylaw, unless otherwise defined in this Bylaw.

- 4.3. The headings used in this Bylaw are for convenience only and shall not affect the construction or interpretation of this Bylaw.
- 4.4. Any enactment referred to in this Bylaw is a reference to that enactment and its regulations, 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 a bylaw of the Regional District, as amended, revised, consolidated or replaced from time to time.
- 4.5. Words importing the singular number include the plural and vice versa, and words importing gender include the masculine, feminine and neutral genders and vice versa.
- 4.6. The word "person" includes an individual, partnership, firm, body corporate, government or department thereof.
- 4.7. The words "include" and "including", when following any general statement, term or matter, shall not be construed to limit that general statement, term or matter to the specific items or matters set forth immediately following those words or to similar items or matters following those words or to similar items or matters.
- 4.8. Definitions of words and phrases used in this Bylaw that are not included in the definitions in this Part have the meanings commonly assigned to them in the context in which they are used in this Bylaw, considering the specialized use of terms with the various trades and professions to which the terminology applies.

5. SERVICES MANDATORY

- 5.1. Subject to the Regional District's authority under Section 10.1, the owner or occupier (or an agent authorized to act on their behalf) of a *parcel* used for residential, commercial, industrial, or agricultural purposes within a *Water Service Area* must apply for *Water Services* and be connected to the *Water Supply System*.

6. APPLICATION FOR WATER SERVICES

- 6.1. A person requesting *Water Services*, including

- (a) *Irrigation Services*;
- (b) *Irrigation Season Extension*;
- (c) re-activating existing *Water Service Connections*;
- (d) transferring an existing *Water Services* account;
- (e) changing the type of *Water Services* provided; or,
- (f) making alterations to existing *Water Service Connections* or *Water Meters*;

must apply to the Regional District prior to making any connection to the *Water Supply System*.

- 6.2. An application for *Water Services* referred to in Section 6.1 must be in the form required by the *Manager* and contain, for each proposed connection:
 - (a) a description of the purpose of the connection;

- (b) a description of the size of pipe intended to be used at the *Water Service Connection* and the approximate placement of the *Private Waterworks*;
 - (c) payment of all applicable fees in the *Fees and Charges Bylaw*.
- 6.3. Before considering an application for *Water Services*, the *Manager* may require an *Applicant* to provide:
 - (a) a design plan or drawing of each proposed connection, prepared by a professional engineer, that includes the location of:
 - i. existing services;
 - ii. the proposed services; and
 - iii. buildings, trees, driveways, and sidewalks, and
 - (b) any additional information the *Manager* may request.
- 6.4. If an *Applicant* is requesting *Water Services* for more than one *parcel*, or for more than one building or structure on a *parcel*, the *Applicant* may be considered a separate *Customer* for each of the *parcels*, buildings or structures. For the purposes of this provision, the *Manager* will determine whether any *parcel* contains more than one building or structure.
- 6.5. The *Manager* may approve, refuse or impose conditions on an application for *Water Services* pursuant to this Bylaw.
- 6.6. The *Manager* may refuse to approve an application for *Water Service Connections* to a parcel or for any of the reasons listed in Section 10.1 of this Bylaw.
- 6.7. The *Manager* may require an *Applicant* or *Customer* to enter into a *Service Agreement* with the Regional District that modifies or supplements this Bylaw.

7. CONSTRUCTION AND TURN-ON OF WATER SERVICE CONNECTIONS

- 7.1. Unless the *Manager* provides an exemption in writing, a *Customer* must ensure:
 - (a) the *Water Service Connection* is fitted with a *Water Meter Pit*;
 - (b) the *Water Meter* is installed in a *Water Meter Pit*; and
 - (c) if applicable, the *Water Service Connection* has a *Backflow Preventer*.
- 7.2. A *Customer* is responsible for all costs related to the purchase and installation of a *Water Service Connection*, including a *Water Meter Pit*, *Water Meter*, *Backflow Preventer* and any other equipment reasonably required to provide the *Water Services*.
- 7.3. Within one (1) year of the Regional District approving an application for *Water Services*, a *Customer* must:
 - (a) pay to the Regional District an installation fee equivalent to the estimated cost of installing a *Water Service Connection*, including a *Water Meter Pit*, *Water Meter*, *Backflow Preventer* and any other equipment reasonably required to provide the *Water Services*, in such form and amount as determined by the Regional District; or

(b) under the direction of the *Manager*, install a *Water Service Connection*, including a *Water Meter Pit*, *Water Meter*, *Backflow Preventer*, if applicable, and any other equipment reasonably required to provide the *Water Services*, pursuant to design drawings accepted by the Regional District as well as all applicable bylaws and enactments and any instructions or directions the *Manager* may provide.

- 7.4. If a *Water Service Connection* is installed pursuant to Section 7.3(b), the Customer must promptly notify the *Manager* when the installation is complete. *Authorized Personnel* may inspect the installation or require the *Customer* to provide a certification from a professional engineer confirming the installation complies with the plans accepted by the *Manager* as well as all applicable bylaws and enactments and any instructions or directions provided. A *Customer* must provide the Public Works Department with a *Service Card* within seven (7) days after the *Water Service Connection* is installed or prior to the *Water Service Connection* being turned on.
- 7.5. A *Customer* must contact the Public Works Department to request that their *Water Services* be turned on and pay all applicable fees in the *Fees and Charges Bylaw*, before the Regional District will provide *Water Services* to a *Customer*.
- 7.6. For clarity, the Regional District will begin providing the *Water Services* only after an application for *Water Services* has been approved, all required fees have been paid, and the *Water Service Connection* (including a *Water Meter Pit*, *Water Meter*, and *Backflow Preventer* as required) have been installed in compliance with the Regional District's bylaws and to the satisfaction of the *Manager* or *Authorized Personnel*.
- 7.7. A *Customer* is responsible for all costs related to changes, extensions, connections to or replacement of a *Water Service Connection*, including a *Water Meter Pit*, *Water Meter*, *Backflow Preventer* and other equipment used to provide the *Water Services* to the *Private Waterworks*, if they are requested by the *Customer* or necessitated by the actions of the *Customer*.
- 7.8. No person shall:
- (a) make changes, extensions, connections to or replacements of a *Water Service Connection*, including a *Water Meter Pit*, *Water Meter*, *Backflow Preventer* or other equipment used to provide the *Water Services* from the *Water Supply System* to *Private Waterworks*, or
 - (b) make changes, extensions, connections to, replacements of, or in any other way tamper with a *Water Supply System* (or portion of)

without the prior written approval from the *Manager*.

8. WATER METERS

- 8.1. A *Customer* must take reasonable care of any *Water Meter* in use for its *parcel*. A *Customer* is responsible for all expense, risk and liability with respect to all *Water Meters* and related equipment used for the *Customer's parcel* unless any loss or damage is
- (a) directly attributable to the negligence of the Regional District or its *Authorized Personnel*; or,
 - (b) caused by or resulting from a defect in the *Water Meter*.

- 8.2. No person shall install, connect, move, tamper with or disconnect a *Water Meter* or related equipment without the prior written approval from the *Manager*.
- 8.3. If a *Customer* has reason to believe a *Water Meter* is not functioning properly, they may apply to the Public Works Department to test a *Water Meter*:
 - (a) If the *Water Meter* is found to be recording incorrectly, then the cost of removing, replacing and testing the meter will be borne by the Regional District; and,
 - (b) If the testing indicates that the *Water Meter* is recording correctly, then the *Customer* must pay the Regional District for the cost of testing the *Water Meter* as set out in the *Fees and Charges Bylaw*.

9. CUSTOMER RESPONSIBLE FOR PRIVATE WATERWORKS

- 9.1. A *Customer* must, at their sole expense, ensure their *Private Waterworks* comply with the *Cross-Connection Control Bylaw*, and all other applicable bylaws and enactments.
- 9.2. A *Customer* must, at their sole expense, maintain, repair, and replace *Private Waterworks* and, portions thereof, as reasonably required. This includes promptly repairing frozen, leaking, or malfunctioning pipes or fixtures within the *Private Waterworks*.
- 9.3. A *Customer* is responsible for all costs associated with the repair, relocation, or removal of *Private Waterworks*.

10. DISCONTINUANCE OF WATER SERVICES

- 10.1. The *Manager* may *discontinue* or *shut-off* *Water Services* to a *parcel* for any of the following reasons:
 - (a) the *Customer* or *Applicant* has not fully paid a bill for *Water Services* by the due date;
 - (b) the *Customer* or *Applicant* has outstanding charges owing to the Regional District for *Water Services*;
 - (c) the *Customer* or *Applicant* is in receivership or bankruptcy, or operating under the protection of any insolvency legislation;
 - (d) the *Customer* or the *parcel* is in contravention of any Provincial, Federal or Regional District enactment.
- 10.2. Before discontinuing or shutting-off *Water Services* under section 10.1, the Regional District will deliver written notice to the *parcel* outlining the reasons for the discontinuance or shut-off and providing an opportunity for persons affected to remedy the circumstances or make representations to the Regional District Board.
- 10.3. The *Manager* may agree to *discontinue*, *shut off*, or transfer the *Water Services* for a *parcel*, or for one or more buildings or structures on a *parcel* if:¹

¹ Bylaw No. 2824.01 adopted March 5, 2020

- (a) A *Customer* applies, in writing, to the Public Works Department requesting the discontinuance, *shut off* or transfer. Such an application must be submitted at least five (5) days in advance of the requested discontinuance, shut off or transfer; and
 - (b) The discontinuance, shut off or transfer would not violate section 5.1 of this Bylaw, or any other enactment.
- 10.4. Unless otherwise stated in this Bylaw, a *Customer* is not released from any previously existing obligations to the Regional District under a *Service Agreement* or this *Bylaw* by the discontinuance, shut off or transfer of *Water Services*.
- 10.5. After *Water Services* are discontinued to a *parcel*, the Regional District may remove the *Water Service Connection* (and related equipment) to the *parcel*.
- 10.6. After *Water Services* are discontinued to one or more building or structure on a parcel, the Regional District may require certification from a qualified professional that the water connection to the discontinued building has been removed.²
- 10.7. Nothing in this Part affects the Regional District's authority in Parts 11 and 15 of this *Bylaw*.

11. INTERRUPTION OF WATER SERVICES

- 11.1. The Regional District does not guarantee a specific water pressure, a continuous supply of water, or a direction of water flow to *Customers*.
- 11.2. The Regional District reserves the right, at any time, and without notice, to change the operating pressure, to discontinue the *Water Services*, or to change the direction of flow of water within a *Water Supply System* in the event of an emergency where the safety of life or property is at risk or to undertake maintenance or repairs of the *Water Supply System*.
- 11.3. The *Manager* may do the following, whether temporarily or permanently, to ensure reliable, efficient, and equitable use and availability of water:
- (a) prohibit or limit specific uses of water;
 - (b) limit the amount of water supplied to a *Customer*;
 - (c) regulate the time and rate at which water may be used;
 - (d) declare a *Water Supply Stage* in effect, pursuant to Part 15 and Schedule "D" of this Bylaw.
- 11.4. The *Manager* may discontinue, interrupt or reduce the delivery of *Water Services* for any of the following purposes or reasons:
- (a) in the event of a temporary or permanent shortage of water, whether actual or perceived by the Regional District based on available information,
 - (b) to comply with any legal requirements,
 - (c) to make repairs or improvements to any part of a *Water Supply System*, or
 - (d) to relocate or construct a *Water Service Connection*.

² Bylaw No. 2824.01 adopted March 5, 2020

- 11.5. Notice of changes to the *Water Services* in this Part will be given, to the extent practicable, by
- (a) newspaper, radio or television announcement, or
 - (b) notice in writing that is
 - (i) sent through the mail to the *Customer's* billing address,
 - (ii) left at the *parcel* where the *Water Services* are delivered,
 - (iii) served personally on a *Customer*, or
 - (iv) sent by facsimile, email, text message, phone or other electronic means to the *Customer*, or
 - (c) oral communication.

12. IRRIGATION SERVICES

- 12.1. The *Manager* may, at its sole discretion, decide to provide *Irrigation Services* and if so, the duration of the *Irrigation Services* available for any calendar year.
- 12.2. The *Manager* may, at its sole discretion, discontinue providing *Irrigation Services* at any time.
- 12.3. No person, other than *Authorized Personnel*, shall turn on *Irrigation Services*.
- 12.4. If the Regional District provides *Irrigation Services*, a *Customer* may apply to extend the duration of their *Irrigation Services* in any year by submitting an *Irrigation Season Extension* application to the *Manager*.
- 12.5. An *Irrigation Season Extension* applies only to the year in which it is granted. A *Customer* must apply to the *Manager* at least two weeks in advance of the requested dates to receive an *Irrigation Season Extension* for that year.
- 12.6. In addition to the requirements for *Water Services* contained in this Bylaw, a *Water Service Connection* for *Irrigation Services* must have:
- (a) a *Flow-Control Device* approved by the Canadian Standards Association which limits water flow to a maximum rate of 5 US gallons per minute per acre based on the size of *parcel* being serviced;
 - (b) a *Backflow Preventer* installed in accordance with the requirements of the *Cross-Connection Control Bylaw*; and
 - (c) if within a metered area, a *Water Meter* housed in a *Water Meter Pit*.
- 12.7. A *Customer* is responsible for all costs associated with acquiring, installing, maintaining, repairing, and replacing the devices listed in Section 12.6.

13. TEMPORARY WATER USE OF FIRE HYDRANTS, STANDPIPES OR ANY OTHER TEMPORARY SERVICE CONNECTIONS

- 13.1. A person may only use a fire hydrant, standpipe, or temporary water connection pursuant to a *Temporary Water Use Permit*.

- 13.2. Notwithstanding 13.1, a *Temporary Water Use Permit* is not required to use a fire hydrant, standpipe, or temporary water connection for emergency fire protection.
- 13.3. An application for a *Temporary Water Use Permit* must be in the form required by the *Manager* and contain:
- (a) a description of the purpose of the *Temporary Water Use Permit*;
 - (b) the time period in which the *Temporary Water Use Permit* is requested;
 - (c) payment of all applicable fees in the *Fees and Charges Bylaw*; and
 - (d) any additional information *Authorized Personnel* may request.
- 13.4. The *Manager* may issue a *Temporary Water Use Permit* subject to terms and conditions regarding the duration or quantity of use, or any other condition that is consistent with the purposes of this Bylaw.
- 13.5. If the *Manager* grants a *Temporary Water Use Permit* and requires a *Water Meter* to monitor use, *Authorized Personnel* will install a *Water Meter* to measure the volume of water used by the *Temporary Water Use Permit* holder.
- 13.6. All connections to *fire hydrants* shall:
- (a) be installed and removed by *Authorized Personnel*;
 - (b) be fitted with a *Backflow Preventer*; and
 - (c) meet all other conditions specified on the *Temporary Water Use Permit*.

14. BILLING

- 14.1. Every *Customer*, including a *Temporary Water Use Permit* holder, must pay for *Water Services* pursuant to this Bylaw and the *Fees and Charges Bylaw*.
- 14.2. Specifically, where *Water Meters* are in use for billing purposes:
- (a) the Regional District will measure the quantity of *Water Services* delivered to a *Customer* using a *Water Meter* and the starting point for measuring delivered quantities during each billing period will be the finishing point of the preceding billing period.
 - (b) *Water Services* to each *Water Meter* will be billed separately for *Customers* who have more than one *Water Meter* on their *parcels*.
 - (c) For billing purposes, the *Manager* may estimate a *Customer's Water Meter* readings if, for any reason, *Authorized Personnel* could not obtain a meter reading.
- 14.3. If *Water Services* are terminated, the *Manager* may estimate the final meter reading for the *Customer's* final bill based on averaging the *Customer's* previous six (6) bills. If fewer than six (6) bills are available, the *Manager* may estimate the final meter reading based on averaging the *Customer's* previous bills that are available.
- 14.4. In every case of over-billing, the Regional District will refund to the *Customer* all money incorrectly collected, without interest, for the duration of the error.

- 14.5. In every case of under-billing, the Regional District will back-bill the *Customer* for the duration of the error.
- 14.6. If there are reasonable grounds to believe that the *Customer* has tampered with or otherwise used the *Water Services* in an unauthorized way, or there is evidence of fraud, theft or other criminal acts, or if a reasonable *Customer* should have known of under-billing and failed to promptly bring it to the attention of the Regional District, the *Manager* may charge, demand, collect or receive from its *Customer* greater compensation than that specified in the *Customer's Service Agreement*, this Bylaw and the *Fees and Charges Bylaw*.
- 14.7. The *Customer* is liable for the administrative costs incurred by the Regional District in the investigation of any incident of tampering, including the costs of repair, or replacement of equipment.
- 14.8. If the amount due for *Water Services* or related charges on any bill has not been received in full by the due date specified on the bill, the Regional District may include the outstanding balance in the next bill to the *Customer* and any late payment charge specified in the *Fees and Charges Bylaw*.
- 14.9. A charge imposed under this Bylaw which remains unpaid on the thirty-first day of December in the year discovered shall be determined to be taxes in arrears on the *parcel* on which the charge was imposed and may be recovered as provided in the *Local Government Act* in the following taxation year.

15. WATER-SUPPLY MANGEMENT

- 15.1. The *Manager* may declare the *Water Services* to be subject to any of the *Water Supply Stages* set out in Schedule D after considering any of the following:
 - (a) weather conditions and forecasts;
 - (b) water consumption levels;
 - (c) reservoir or source water supply levels;
 - (d) potential water quality or water availability concerns;
 - (e) provincial drought stages in effect; or
 - (f) planned or unplanned maintenance, repair, or construction of a *Water Supply System*.
- 15.2. The *Manager* will, to the extent practicable, provide notice of the implementation of or a change in a *Water Supply Stage* pursuant to Section 11.5 of this Bylaw.
- 15.3. When a *Water Supply Stage* comes into force, any prior *Water Supply Stage* that was in force ceases to be in force.
- 15.4. If no other *Water Supply Stage* is declared to be in force, the Regional District will supply the *Water Services* under the Normal Stage water conservation measures.

16. PROHIBITIONS

- 16.1. No person shall:

- (a) attempt to turn-on or turn-off, operate, destroy, tamper, or alter any portion of the *Water Supply System*, including without limitation, *Water Meters*;
- (b) waste, lend, sell, give or otherwise dispose of water supplied by the Regional District or permit the water to be taken or carried away for the use or benefit of others, without first obtaining written permission from the *Manager*, unless the water is being used for suppressing an active fire; or
- (c) obstruct or interfere with the *Manager* or any *Authorized Person* in the performance of his or her duties or the exercise of his or her powers under this bylaw.

17. ACCESS AND ENFORCEMENT

17.1. *Authorized Personnel* may, at all reasonable times and in a reasonable manner and after taking reasonable steps to give notice to a *Customer*, enter onto a *parcel* provided water service for the purpose of:

- (a) inspecting a portion of a *Water Supply System* that is located on the *parcel*;
- (b) inspecting, investigating or repairing *Private Waterworks* if they are reasonably believed to be creating a disturbance with a *Water Supply System*;
- (c) preventing *Excess Water Use* if the *Customer* is not in attendance;
- (d) identifying or inspecting potential or existing *Backflow* into the *Water Supply System*;
- (e) installing, inspecting, repairing, or changing a *Water Meter*;
- (f) issuing notifications, warnings, or educational materials pursuant to the provisions of this Bylaw; and
- (g) verifying that a *Customer* is compliant with the provisions of this Bylaw.

17.2. Every person who:

- (a) violates any provision of this Bylaw;
 - (b) causes, suffers, or permits any act or thing to be done in contravention or in violation of any provision of this Bylaw;
 - (c) neglects or refrains from doing anything required to be done by any provision of this Bylaw; or
 - (d) fails to comply with any order, direction, or notice given under this Bylaw
- is guilty of an offence.

17.3. Each day that an offence continues will be deemed a separate and distinct offence.

17.4. A person found guilty on summary conviction of an offence is liable to a fine not exceeding \$10,000.

17.5. Notwithstanding Section 17.4, where any *Customer* who fails to comply with a provision of this Bylaw, or any notice issued pursuant to this Bylaw, the Regional District, after giving at least 24 hours' notice, may have any physical works done considered necessary to remedy the Bylaw infraction, and recover associated costs from the *Customer*.

17.6. Any penalty imposed pursuant to this Bylaw will be in addition to, and not in substitute for, any other penalty or remedy imposed pursuant to any other applicable statute, law, or legislation.

18. SEVERABILITY

- 18.1. 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.

19. REPEAL

- 19.1. Upon final adoption of this *Bylaw*, the following Bylaws, including all amendments thereto, are hereby repealed:

Faulder

Bylaw 1179, 1993 – Faulder Community Water System Regulatory Bylaw

Gallagher Lake

Bylaw 2644, 2014 – Gallagher Lake Water Distribution Regulation Bylaw 2644, 2014

Naramata

NID Bylaw 434, 1993 – Water Regulations Bylaw 1993

Bylaw 2377, 2006 – Naramata Community Water Rates Bylaw

Olalla

OID Bylaw 26, 1976 – Water Distribution Regulation Bylaw

Bylaw 2381, 2006 – Olalla Community Water System Rates Bylaw

Sun Valley

SVID Bylaw 2, 1984 – Water Distribution Regulation Bylaw

West Bench

WBID Bylaw 140, 2005 – Water Distribution Regulation Bylaw

Bylaw 2634, 2013 – West Bench Water Distribution and Use Regulation Bylaw

READ A FIRST, SECOND AND THIRD TIME this 9th day of May, 2019.

ADOPTED this 9th day of May, 2019.

Chair

Corporate Officer

SCHEDULE "A" – WATER SERVICE AREAS

This Bylaw will apply to each *Water Service Area* as defined in the following bylaws, including any and all amendments thereto:

Faulder Water Service Area:

Bylaw No. 1177, 1990 - Faulder Community Water System Local Service Establishment Bylaw

Gallagher Lake Water Service Area:

Bylaw No. 2630, 2013 - Gallagher Lake Sewer and Water Service Establishment Bylaw

Naramata Water Service Area:

Bylaw No. 1620, 1995 - Naramata Water System Local Service Establishment Bylaw

Olalla Water Service Area:

Bylaw No. 1690, 1996 - Olalla Local Community Establishment Bylaw

Sun Valley Water Service Area:

Bylaw No. 2764, 2017 - Sun Valley Water Service Conversion and Continuation Bylaw

West Bench Water Service Area:

Bylaw No. 2555, 2011 - West Bench Water System Service Establishment Bylaw

Willowbrook Water Service Area:

Bylaw No. 2709, 2015 - Willowbrook Water Service Establishment Bylaw

Missezula Lake Water Service Area:³

Bylaw No. 2879, 2019 – Missezula Lake Water Service Conversion and Continuation Bylaw

³ Bylaw No. 2824.01 adopted March 5, 2020

SCHEDULE “B” – SPECIAL DETAILS FOR GALLAGHER LAKE WATER SYSTEM

In accordance with an agreement between the Senkulmen Utilities Ltd. and the Regional District, dated March 12, 2014, the following provisions apply to *Customers* located in the Gallagher Lake *Water Service Area*, as defined in *Gallagher Lake Sewer and Water Service Establishment Bylaw No. 2630, 2013*:

1. All *Customers* residing in the Gallagher Lake *Water Service Area* shall pay any applicable connection fee imposed under the *Fees and Charges Bylaw* directly to the Osoyoos Indian Band (OIB) offices.
2. The *Customer* must provide the Regional District with proof of payment to SUL/OIB prior to the commencement of the *Water Services*.
3. All other payments, including user fees and Regional District fees, for the *Water Service Connection* will be made to the Regional District.
4. If there is a conflict between any provision in this Schedule “B” and the Bylaw, Schedule “B” shall apply.
5. Except as specifically provided for under this Schedule “B”, all Regional District bylaws apply to *Customers* within the Gallagher Lake Sewer and *Water Service Area*.

SCHEDULE “C” – SPECIAL DETAILS FOR WEST BENCH WATER SYSTEM

In accordance with a bulk purchase agreement entered into between the City of Penticton and the Regional District on April 19, 2012, the following additional provisions apply to residents receiving Water Service within the *West Bench Water Service Area*, as defined in the *West Bench Water System Service Establishment Bylaw No. 2555, 2011*:

1. All *Customers* in the *West Bench Water Service Area* must pay, to the City of Penticton, a development cost charge of \$1,300.00 (“**Development Cost Charge**”) prior to having *Water Services* turned on. For clarity, only new *Customers* who do not already receive *Water Services* or are seeking additional or new *Water Services* will be required to pay the Development Cost Charge.
2. The Development Cost Charge is a fee in addition to all the other applicable fees for *Water Services* that a *Customer* may be required to pay.
3. If there is a conflict between any provision in this Schedule “C” and the Bylaw, this Schedule “C” shall apply.
4. Except as specifically provided for under this Schedule “C”, all Regional District bylaws apply to *Customers* within the *West Bench Water Service Area*.

SCHEDULE “D” – WATER SUPPLY STAGES

RATIONALE	NORMAL	STAGE 1	STAGE 2	STAGE 3	STAGE 4
Description <i>(to inform internal operations)</i>	<p>Represents normal (i.e. average) conditions for local area.</p> <p>Water use restrictions focus on water use efficiencies and drought awareness.</p>	<p>Inform the public of the potential for more severe drought if early drought (drier than average) conditions for local area are occurring.</p> <p>Will move into this stage earlier in a cycle so that the potential to move to more severe stages is reduced.</p> <p>Water use restrictions focus on water use efficiencies.</p>	<p>Represents low water supply conditions for local area or in prolonged, moderate drought conditions.</p> <p>Water use restrictions are necessary to sufficiently reduce water demand to allow for sustainable supply and to meet environmental requirements.</p>	<p>Represents very low water supply conditions.</p> <p>Water use restrictions are necessary to maintain supplies during a period of critical water shortage.</p> <p>If triggered by drought, represents severe drought conditions for local area and increased risk of wildfire.</p>	<p>Strict water use restrictions are necessary to maintain critical supply.</p> <p>No spare water is available.</p> <p>An emergency loss of supply during which water is spared for consumptive and sanitary purposes only.</p> <p>Fire protection may be compromised.</p>
Goal <i>(to inform internal operations)</i>	Efficient on-going water-use practices	Intended to roughly reduce total and peak use by 10%	Intended to roughly reduce total and peak use by 20%	Intended to roughly reduce total and peak use by 50%	<p>Maintain Community Health</p> <p>Intended to roughly reduce total and peak use by 90%</p>
Activation	Year-round for all systems (unless a higher stage is in effect)	<p><i>Authorized Personnel</i> will determine advancement through the <i>Water Supply Stages</i> based on the following:</p> <ul style="list-style-type: none"> • Time of year and typical seasonal water demand trends • Precipitation and temperature conditions and forecasts • Water usage, recent trends and <i>Customer</i> compliance with restrictions on water use under this Bylaw • <i>Water Supply System</i> performance in water quality and quantity • Water availability concerns arising from natural or manmade causes • Climate Change <p>An internal operational procedure will guide <i>Authorized Personnel</i> through this decision-making process with consideration of these items.</p>			

RESIDENTIAL	NORMAL	STAGE 1	STAGE 2	STAGE 3	STAGE 4
RESIDENTIAL Established lawns, trees, shrubs, flowers, vegetables	<ul style="list-style-type: none"> Manual sprinklers: 3 days/week (6-10am & 6-10pm) Automatic sprinklers: 3 days/week (12:01-6am) Drip irrigation & hand-held watering: any day, any time Use of harvested rainwater and recycled water are exempted 	<ul style="list-style-type: none"> Manual sprinklers: 2 days/week (6-10am & 6-10pm) Automatic sprinklers: 2 days/week (12:01-6am) Drip irrigation: 3 days/week (12:01-6am) Hand-held watering: 3 days/week (6-10am & 6-10pm) Use of harvested rainwater and recycled water are exempted 	<ul style="list-style-type: none"> Manual sprinklers: 1 days/week (6-10am & 6-10pm) Automatic sprinklers: 1 days/week (12:01-6am) Drip irrigation: 2 days/week (12:01-6am) Hand-held watering: 2 days/week (6-10am & 6-10pm) Use of harvested rainwater and recycled water are exempted 	<ul style="list-style-type: none"> Manual sprinklers: not permitted Automatic sprinklers: not permitted Drip irrigation: 1 days/week (12:01-6am) Hand-held watering: 1 days/week (6-10am & 6-10pm) No lawn watering Use of harvested rainwater and recycled water are exempted 	<ul style="list-style-type: none"> Not permitted
RESIDENTIAL Establishment Period for Newly planted sod, trees, shrubs, flowers, and vegetables	<ul style="list-style-type: none"> Any day at any time using any method for the first 49 days for new seeded lawns Any day at any time for the first 21 days after newly planting for everything else (establishment period) Watering allowances as set out in the row above will apply after the establishment period 	<ul style="list-style-type: none"> Any day at any time using any method for the first 49 days for new seeded lawns Any day at any time for the first 21 days after newly planting for everything else (establishment period) Watering allowances as set out in the row above will apply after the establishment period 	<ul style="list-style-type: none"> 4 days/week at any time using any method for the first 49 days for new seeded lawns 4 days/week at any time for the first 21 days after newly planting for everything else (establishment period) Watering allowances as set out in the row above will apply after the establishment period 	<ul style="list-style-type: none"> Not permitted 	<ul style="list-style-type: none"> Not permitted
RESIDENTIAL	NORMAL	STAGE 1	STAGE 2	STAGE 3	STAGE 4

<p>RESIDENTIAL</p> <p>Outdoor Cleaning (e.g. driveways, sidewalks, patios, decks, cars, boats, ATV, etc.)</p>	<ul style="list-style-type: none"> Any day, using any means, provided it does not result in <i>Excess Water Use</i> Use a broom or hose with a spring loaded turn off nozzle 	<ul style="list-style-type: none"> 2 days/week, using any means, with no <i>Excess Water Use</i> occurring Cleaning required to comply with health & safety regulations and use of water to apply product (e.g. paint) are exempted Use a broom or hose with a spring loaded turn off nozzle 	<ul style="list-style-type: none"> Washing or cleaning with a hose and spring-loaded nozzle as necessary for health & safety reasons only No washing for aesthetic purposes 	<ul style="list-style-type: none"> Not permitted Washing or cleaning with a hose and spring-loaded nozzle as necessary for health & safety reasons only No washing for aesthetic purposes 	<ul style="list-style-type: none"> Not permitted Cleaning required to comply with health & safety regulations exempted
<p>RESIDENTIAL</p> <p>Topping up, filling/refilling pools, hot tubs, garden ponds/ water features</p>	<ul style="list-style-type: none"> Any day at any time for volumes less than 40,000 litres 24 hr notice must be received at the Regional District for volumes greater than 40,000 litres 	<ul style="list-style-type: none"> Any day at any time for volumes less than 40,000 litres Prior approval from <i>Authorized Personnel</i> required for volumes greater than 40,000 litres 	<ul style="list-style-type: none"> Any day between 10AM – 3PM for volumes less than 40,000 litres Prior approval from <i>Authorized Personnel</i> required for volumes greater than 40,000 litres 	<ul style="list-style-type: none"> Prior approval from <i>Authorized Personnel</i> required for all volumes 	<ul style="list-style-type: none"> Not permitted

COMMERCIAL	NORMAL	STAGE 1	STAGE 2	STAGE 3	STAGE 4
COMMERCIAL Public, Commercial, or institutional playing fields, cemeteries, Parks, or Boulevards	<ul style="list-style-type: none"> 3 days/week at any time using any method 	<ul style="list-style-type: none"> 2 days/week at any time using any method 	<ul style="list-style-type: none"> 2 days/week at any time for: hand-held containers, hoses with shut-off, or Micro-Irrigation or Drip-Irrigation Systems Manual Sprinklers: 1 day/week (6-10am and 6-10pm) Automatic Sprinklers: 1 day/week (12:01-6am) 	<ul style="list-style-type: none"> 1 day/week at any time for: hand-held containers, hoses with shut-off, Micro-Irrigation or Drip-Irrigation Systems 	<ul style="list-style-type: none"> Not permitted
COMMERCIAL Golf course watering	<p>Any day for fairways, tees and greens as follows:</p> <ul style="list-style-type: none"> Manual sprinklers: (6-10am & 6-10pm) Automatic sprinklers: (12:01-6am) Micro-Irrigation or Drip irrigation: any day, any time 	<p>Tees & greens 5 days/week and Fairways: 3 days/week using the following:</p> <ul style="list-style-type: none"> Manual sprinklers: (6-10am & 6-10pm) Automatic sprinklers: (12:01-6am) Micro-Irrigation or Drip irrigation: any day, any time 	<p>Tees & greens 3 days/week and Fairways: 1 day/week using the following:</p> <ul style="list-style-type: none"> Manual sprinklers: (6-10am & 6-10pm) Automatic sprinklers: (12:01-6am) Micro-Irrigation or Drip irrigation: any day, any time 	<p>Tees & greens 1 day/week using the following:</p> <ul style="list-style-type: none"> Manual sprinklers: (6-10am & 6-10pm) Automatic sprinklers: (12:01-6am) Micro-Irrigation or Drip irrigation: any day, any time <p>Fairway watering not permitted</p>	<ul style="list-style-type: none"> Not permitted

UTILITY WORKS	NORMAL	STAGE 1	STAGE 2	STAGE 3	STAGE 4
UTILITY WORKS Maintenance & flushing of hydrants, repair & testing of water works	<ul style="list-style-type: none"> Any day & any time 	<ul style="list-style-type: none"> Any day & any time 	<ul style="list-style-type: none"> Any day & any time 	<ul style="list-style-type: none"> Only for non-routine activities required for public health and safety purposes 	<ul style="list-style-type: none"> Only for non-routine activities required for public health and safety purposes

AGRICULTURE	NORMAL	STAGE 1	STAGE 2	STAGE 3	STAGE 4
<i>Agricultural Water Use</i> <i>Farm Use</i>	<ul style="list-style-type: none"> No restrictions 	<ul style="list-style-type: none"> No restrictions 	<ul style="list-style-type: none"> No restrictions Voluntary reductions in water use encouraged 	<ul style="list-style-type: none"> Manual sprinklers: 2 days/week (6-10am & 6-10pm), or Automatic sprinklers: any day (12:01-6am) Micro-Irrigation or Drip-Irrigation System at any time 	<ul style="list-style-type: none"> Outdoor water use prohibited except to sustain livestock and for the minimal maintenance needs of perennial fruit trees used for Commercial production.

Note: Water use ordered by the Regional District or Fire Marshall to reduce fire risk is exempted from restrictions at all stages.

SCHEDULE “E” – DEFINITIONS FOR FEES AND CHARGES

The intent of this schedule is to define all terms used in billing of the *Water Services* and to provide consistency in all *Water Service Areas*.

GENERAL DEFINITIONS

“*Basic User Fee*” means the annual flat rate charged to each residence occupied for *domestic* use connected to the *Water Supply System*;

“*Base Fee – Non Residential*” means the annual flat rate charged to a non-residential use on a parcel;⁴

“*Commercial*” means any occupation, employment or enterprise that is carried on for profit;

“*Domestic*” means for use within the home or dwelling place and does not include any *Commercial, Industrial* or *Agricultural* use;

“*Frontage Fee*” means a charge paid for a parcel that has a watermain along one or more property boundaries and is capable of being connected to the *Water Supply System*; or a charge paid by a *parcel* with a discontinued connection;⁴

“*Industrial*” means an occupation, employment or enterprise that is carried on for profit to: process raw materials; manufacture or assemble semi-finished or finished goods, products or equipment; cleaning servicing, repairing or testing of materials, goods and equipment associated with Industrial use; storage or shipping terminals; and distribution and sale of materials, bulk goods and equipment.

“*Institutional*” means a facility which relates to human development such as education, recreation, religion or politics or which relates to public service such as health or protective services;

“*Irrigation Acreage*” means all irrigable land area serviced only from an Irrigation Water Service Connection, not a residential water service connection;

“*Public Utilities*” means broadcast transmission, water, sewer, gas, electrical, telephone, transportation or other services established by a person servicing the immediate neighbourhood having no exterior storage of any kind and no garage for the repair and maintenance of equipment and does not include oil or gas storage tanks or a public storage and works yard;

“*Residential*” means the occupancy or use of a *Dwelling Unit* for the permanent domicile of a person or persons; or the occasional or seasonal occupancy of a *Dwelling Unit* as a dwelling by an owner who has a permanent domicile elsewhere or by non-paying guests of such an owner. This use does not include vacation rental;

“*Residential Acreage*” means all irrigable land area serviced from a residential connection which is or has been irrigated from the Regional District’s works;

“*Vacant Lot*” means all lands within service area or in close proximity to water main but not connected; may be undeveloped land or deemed non-irrigable, by an agrologist’s report;

⁴ Bylaw No. 2824.01 adopted March 5, 2020

RESIDENTIAL USE

“*Accessory Dwelling*” means a *Dwelling Unit* which is permitted as an accessory use in conjunction with a principal use, on the same parcel, and is wither located partially within a *Single Family Dwelling* or in a different structure or building as the principal *Dwelling Unit*;⁵

“*Apartment*” or “*Condominium*” means a *Multiple Dwelling* building comprising three or more *Dwelling Units* with shared entrances and other essential facilities and services and with shared exit facilities provided for *Dwelling Units* located above the first storey;

“*Duplex Dwelling*” means two *Dwelling Units* located in one principal building on a parcel. A duplex dwelling does not include a *Secondary Suite*;

“*Dwelling Unit*” means one or more habitable rooms constituting one self-contained unit which has a separate entrance, and which contains washroom facilities, and not more than one set of cooking facilities (unless a secondary suite is permitted in the applicable zone), and which is designed to be used for living and sleeping purposes;

“*Manufactured Home*” means a “*Mobile Home*” or “*Modular Home*” normally built in an enclosed factory environment in one or more sections, intended to be occupied in a place other than that of its manufacture, but does not include *Travel Trailers, Recreational Vehicles, park model recreational vehicles* or campers;

“*Mobile Home*” means a *Manufactured Home* which is certified as being constructed to the Canadian Standards Association Z240 Mobile Home Series Standard;

“*Modular Home*” means a *Manufactured Home* which is certified as being constructed to the Canadian Standards Association A277 Standard;

“*Mobile Home Park*” or “*Manufactured Home Park*” means any parcel of land, upon which three (3) or more *Manufactured Homes* or *Single Family Dwellings* are located on individual manufactured home sites that are occupied exclusively for *Residential* purposes on a rental basis. Includes all buildings and structures used or intended to be used as part of such manufactured home park;

“*Mobile Home Space*” or “*Manufactured Home Space*” means an area of land for the installation of one *Manufactured Home* with permissible additions and situated within a *Manufactured Home Park*;

“*Multi-Dwelling Unit*” means a building containing three or more *Dwelling Units*. These can include 3-plex, 4-plex, *townhouse* and a *Mobile Home* in a *Mobile Home Park*;

“*Secondary Suite*” means a second *Dwelling Unit* that is located within a *Single Family Dwelling* and that is clearly accessory to the principal *Dwelling Unit*, and direct access to the open air without passage through any portion of the principal *Dwelling Unit*; does not include *Duplex Dwelling*, or *Multiple-Dwelling Unit*;⁵

“*Single Family Dwelling*” or “*Single Detached Dwelling*” means a detached building used for *residential* use of one family and consisting of one *Dwelling Unit*. May include a “*Modular Home*” but does not include a “*Mobile Home*”;

“*Townhouse*” means a block of at least three (3) side-by-side *Dwelling Units*, accessible from ground level, with each *Dwelling Unit* having a separate yard space, and each unit separated from each other on at least one side by a common party wall;

⁵ Bylaw No. 2824.01 adopted March 5, 2020

COMMERCIAL USE

ACCOMODATION TYPE USE:

“Bed and Breakfast” means an occupation conducted within a principal *Dwelling Unit*, by the residents of the *Dwelling Unit*, which provides sleeping accommodations to the traveling public and includes the provision of a morning meal for those persons using the sleeping accommodations;

“Bunkhouse” means a dwelling under 800 square feet in area for the accommodation of transient labour with more than one sleeping unit and which is served by water for only a portion of the year. Any dwelling over 800 square feet will be considered two bunkhouses, over 1600 square feet would be three, etc.;

“Cabin” means a detached building containing a maximum of one sleeping unit used year-round exclusively for the temporary accommodation of the traveling public or seasonal workers, and may include washroom facilities. The dwelling is under 800 square feet. Note that this differs from the *Summer Cabin* as a *Cabin* has a year-round water supply;

“Campground” means a parcel of land occupied and maintained for temporary accommodation (maximum 30 days) of the traveling public in tents, tourist *Cabins* or *Recreation Vehicles* which are licensed for the current year and have been brought to the site by the traveler. May include an office as part of the permitted use but does not include *Hotels*, *Manufactured Homes*, *Manufactured Home Parks*, *Motels* or *Recreational Vehicle Parks*;

“Campsite” means an area in a *Campground* used or intended to be used, leased or rented for seasonal occupancy of tents, *Recreational Vehicles* or *Tourist Cabins*;

“Hotel” means a building containing *Commercial* guest sleeping units, and a lobby area for guest registration and access to the sleeping units and may contain accessory uses such as a restaurant, licensed drinking facilities, accessory retail store, and meeting rooms;

“Motel” means a building or buildings containing housekeeping and/or not less than six sleeping units each with an exterior entrance and designed to provide temporary accommodation for the travelling public;

“Recreational Vehicle” means a vehicle designed to be towed behind a motor vehicle or self-propelled, and includes such vehicles commonly known as travel trailers, fifth wheels, camper trailers, pick-up coaches, motorized campers, motorized homes, park model trailers and other similar vehicles, which provide temporary recreational accommodation for the traveling public;

“Recreational Vehicle Park” means any lot or parcel operated and maintained for the sole purpose of providing two (2) or more recreational vehicle and park model sites or lots, connected to services, for the exclusive use and occupancy, for a maximum of six (6) months of the year only, of persons who are the owners or lessees of the sites or lots; may include bare land strata lots under the relevant Provincial regulations, but does not include a *Mobile Home Park*, *Motel*, or *Campground*; if occupancy is greater than six (6) months of the year on the sites or lots, the *Recreational Vehicle Park* will be considered an *Accessory Dwelling*;⁶

“Summer Cabin” or *“Guesthouse”* or *“Pickers Cabin”* means a detached building containing a maximum of one sleeping unit used exclusively for temporary summer accommodation, and may include

⁶ Bylaw No. 2824.01 adopted March 5, 2020

washroom facilities. The *Dwelling* is under 800 square feet and only serviced with water for a portion of the year;

“Vacation Rental” means the use of a *Residential Dwelling Unit* for the temporary *Commercial* accommodation of paying guests for a period of less than one month. This use does not include *Bed and Breakfast*;

FOOD & BEVERAGE BUSINESS USE

“Agriculture” means the use of land, buildings or structures for growing, harvesting, packing, storing and wholesaling of agricultural crops for the purposes of providing food, horticultural, medicinal or farm products, but excludes processing and retail sales of farm products. Agriculture includes producing and rearing animals and range grazing of horses, cattle, sheep, and other livestock and includes apiculture and aquaculture;

“Brewery, Cidery, Distillery or Meadery” means the brewing or distilling of alcoholic beverages or alcoholic products with alcoholic content exceeding 1% by volume that is licensed under the Liquor Control and Licensing Act to produce beer, cider, spirits or mead;

“Eating And Drinking Establishment” means a development where prepared foods and beverages are offered for sale to the public for consumption within the premises or off the site and includes neighbourhood pubs, licensed restaurants, lounges, cafes, delis, tea rooms, lunch rooms, drive-in food services, refreshment stands and take-out restaurants but excludes mobile catering food services; includes eating establishments at Wineries, breweries, distilleries;

“Food and Beverage Processing” means a business premises or building, where produce, meat or beverages are processed, produced, canned, frozen, packed or stored indoors, and includes a *Brewery, Cidery, Distillery or Meadery* and *Winery*;

“Processed Farm Products” means farm products that have been transformed by biological or other means such as fermentation, cooking, butchering, canning, smoking or drying to increase their market value and convenience to the consumer, but does not include hot and cold food items sold for on-site consumption

“Service Industry Establishment” means a business premises or building, where non-personal goods and services are provided, including: the repair or assembly of electronic devices, vehicles, trucks, boats or other machinery (including painting); tire sales and repair; household cleaning and repair; metal and woodworking; and plumbing and heating sales; storage and repair;

“Retail Sales of Farm and/or Off-Farm Products” means retail activity which is an accessory use to a *Farm Use* and which may include the sale of goods produced on or off that farm as permitted in a given zone and which includes buildings and structures necessary for the sale and storage;

“Winery” means an establishment involved in the manufacture, packaging, storing and sales of grape and fruit-based wines, including a wine bar, food & beverage lounge and an *Eating and Drinking Establishment*;

RETAIL AND OFFICE TYPE USE

“Car Wash” means a business used to clean the exterior of motor vehicles in wash bays or with wash wands. Fee is per wash bay or wash wand;

“Home Industry” means an occupation or a commercial use that is accessory to the principal *residential dwelling unit* on the parcel. It may include manufacturing, processing, fabricating, assembling, storing, distributing, testing, servicing, or repairing of goods or materials;

“Kenne” means the care of five (5) or more dogs, cats or other domestic animals or pets whether such animals are kept commercially for board, propagation, training, sale or for personal and private enjoyment;

“Laundromat” means the business where clothes are washed and dried. Fee is per washing machine;

“Office” means a business premises or building, designed, intended and used for the provision of professional, management, administrative, government, consulting, or financial services in an office setting including but not limited to the offices of: lawyers, accountants, travel agents, real estate and insurance firms, planners, non-government organizations, clerical agencies, Crown corporations, municipalities and provincial or federal governments;

“Personal Service Establishment” means a business which caters to a person's personal needs, and includes a tailor, seamstress, cobbler, photographer, barber, beautician, hairdresser, and dry-cleaning facilities. Does not include laundromats;

“Retail Store, Convenience” means a retail sales outlet for the sale of foodstuffs, periodicals, sundries, fresh fruit and vegetables, hygienic or cosmetic goods or plants to serve the residents of the surrounding community on a day to day basis, which may include a confectionery, delicatessen, meat market, bakery, automated banking machines, video sales and rental, and depots for film or postal services, and which has a maximum gross retail floor area including storage of 250 m²;

“Retail Store, General” means premises where goods, merchandise, and other materials, and personal services, including those listed for convenience retail stores, are offered for sale at retail to the general public. Typical uses include but are not limited to grocery, clothing, shoe, hardware, pharmaceutical, appliance, and sporting goods stores. This use excludes warehouse sales and the sale of gasoline, heavy agricultural and industrial equipment or retail stores requiring outdoor storage;

“Service Station” means premises used principally for the retail sale of motor fuels, lubricating oils, propane and motor vehicle accessories, retail sales by way of vending machines and the servicing of motor vehicles, excluding other retail sales, wholesale sales, or motor vehicle structural body repairs and painting. Does not include car washing bays or washing wands;

INSTITUTIONAL USE

“Charitable Institution” means a facility or premises used for temporary gatherings and temporary accommodation, which is owned by a public or private organization which is not organized for the purpose of carrying on a trade or business and no part of the net earnings of which are for the benefit of any private group or individual and may include a religious or recreational retreat;

“Church” means an assembly building used for religious worship, which is maintained and controlled by a religious body organized to sustain public worship;

“Community Care and/or Residential Care Facility” means a facility licensed by the Provincial government as a community care facility or residential care facility or like establishments not licensed provincially;

“Community Hall” means a building or part of a building designed for, or intended to be used by the public for such purposes as civic meetings, educational meetings, political meetings, recreational activities or social activities and may include banquet facilities;

“Educational Facility” means the use of land, buildings or structures for education, instruction and training and may include administration offices and dormitories to house students. Typical examples include but are not limited to elementary, middle and secondary schools, storefront schools, community colleges, universities, technical and vocational schools;

“Indoor Recreation” means a facility within an enclosed building intended for leisure activities where patrons are predominantly participants or spectators. Typical uses include amusement arcades, bingo halls, health and fitness centres, athletic facilities and ice rinks, billiard and pool halls, swimming pools, bowling alleys, theatres and concert or music halls;

“Park” means any publicly-owned, held, or beneficially-owned outdoor land or facility specifically designed for passive or active recreation including tot-lots, playgrounds, walkways, trails, band shells, greenbelts, buffers, constructed landscaping, nature interpretation areas, or similar land uses;

“Public Facilities” means a fire hall, community hall, school, public park, recreation facility and other similar building, structure or space intended for public use;

“Spray Park” means a facility that is open to the public and that that is equipped with water sprays, water jets, sprinklers and similar devices that spray water for recreation and enjoyment of the users;

Where two or more types of uses are made of a single property or building, multiples or combinations of the user rate shall be determined by the RDOS, acting reasonably. In the case of a residence accompanying a commercial use, the applicable rate shall be the higher of the two rates but not both.

OTHER DEFINITIONS

“Dole Valve” means a flow control device used on a water service connection to restrict the amount of water supplied;

“Hydrant Permit” to be renamed to “Temporary Water Use Permit”