

OFFICE CONSOLIDATION

BYLAW C-7662-2017

A Bylaw of Rocky View County regulating and providing for the Terms, Conditions, Rates and Charges for the supply and use of Water and Wastewater Utilities.

WHEREAS the ***Municipal Government Act*** R.S.A. 2000, c. M-26 authorizes Rocky View County Council to pass bylaws for municipal purposes respecting public utilities, services, facilities and other things that are necessary or desirable for the County;

AND WHEREAS the ***Municipal Government Act*** authorizes Rocky View County Council to establish the terms, costs and Charges for the provision of public Utility Services;

AND WHEREAS Rocky View County Council has determined that provision of Water and Wastewater public utilities by Rocky View County is desirable;

The Council of Rocky View County enacts as follows:

PART 1 - TITLE

This Bylaw shall be known as the "Water/Wastewater Utilities Bylaw".

PART 2 - DEFINITIONS

In this Bylaw unless the context specifically indicates otherwise:

ADVERSE EFFECT means the impairment of or damage to the environment, human health and safety, or property.

APPLICANT means a property Owner or the authorized agent of a property Owner who applies to the County for the supply of Utility Services.

APPLICATION means the application made by an Owner for the supply of Utility Services.

APPLICATION CHARGE means the Charge required to be paid by a Consumer pursuant to Schedule "D" before the County supplies Utility Services to such Consumer.

AREAWAY DRAIN means a drain installed to collect surface or rain water from an open area outside a building.

AUTOSAMPLER means a mechanical device that collects samples of Wastewater periodically from a Wastewater source in order to obtain a Composite Sample.

BIOLOGICAL WASTE means waste from a hospital, medical clinic, health care facility, dental clinic, dental laboratory, mortuary, necropsy facility, biological research laboratory or other similar facilities which contains or may contain:

- (a) pathogenic agents that cannot be effectively mitigated by Wastewater treatment; or
- (b) experimental biological matter that may be hazardous to human health or detrimental to the environment.

B.O.D. (denoting STANDARD BIOCHEMICAL OXYGEN DEMAND) means the quantity of oxygen utilized in the biochemical oxidation of the organic matter in Wastewater under standard laboratory procedure over a period of five (5) days at a constant temperature of 20°C, expressed in milligrams per litre.

BRAGG CREEK SERVICE AREA means that area of the Hamlet of Bragg Creek outlined in red in Schedule "H".¹

BTEX means the total of benzene, toluene, ethyl benzene, and xylenes.

BUILDING PROJECT means the construction, demolition or alteration of any structure anywhere in the County but does not include landscaping or the construction, alteration or demolition of garages, garden sheds and similar structures which are accessory structures to Residential Premises.

BULK WATER means treated Water sold or supplied by the County in distinct quantities for sale, delivery, and/or use, typically by or through hauling by truck, off-site from the point of sale and delivery from the County excluding sales or other supplies for fire suppression purposes.

BULK WATER FACILITY means the land, buildings, equipment and other facilities used by the County for the sale and supply of Bulk Water.

BYLAW ENFORCEMENT OFFICER means an individual employed by the County in the position of Bylaw Enforcement Officer.

CHARGE or CHARGES means any amount assessed to a Consumer as a condition to provision of Utility Services, other than a Rate, and including those Charges listed on Schedule "D".

CHIEF ADMINISTRATIVE OFFICER means the individual appointed to the position of Chief Administrative Officer by Council in accordance with the *Municipal Government Act* and includes his/her designate.

CLEANOUT means a pipe fitting that has a removable cap or plug and is so constructed that it will permit cleaning of a Service Connection connected to a Sanitary Sewer.

C.O.D. (denoting CHEMICAL OXYGEN DEMAND) means a measure of the oxygen equivalent of the organic matter content of a sample that is susceptible to oxidation by a strong chemical oxidant.

COMBINED SERVICE means the Service Connection used or intended to be used to supply Water for fire protection as well as Water for purposes other than fire protection.

¹ Bylaw C-7844-2018, *2018 Water/Wastewater Utilities Amending Bylaw*

COMMERCIAL PREMISES means all Premises in the County which are not Building Projects or Dwelling Units including but not limited to Institutional Premises and Industrial Premises.

COMMERCIAL/INSTITUTIONAL WASTEWATER means Wastewater that is the composite of liquid and water-carried wastes from Institutional Premises, Commercial Premises, Industrial Premises or other non-residential Premises.

COMMUNICATION WIRE means the wire which connects a Water Meter to a Remote Reading Device.

COMPOSITE SAMPLE means a sample composed of a number of Grab Samples which have been collected over a specified period of time, usually 24 hours or the operating hours of the particular Premises, and combined in proportion to the volume of Wastewater discharge such Grab Samples represent.

CONSTRUCTION MANUAL means the standard specifications for construction of municipal improvements as established, revised and adopted from time to time by the County.

CONSUMER means any Person who has entered into, or deemed to have entered into, a contract with the County for the provision of Utility Services, or who is the Owner or Occupant of any property connected to or provided with a Utilities Main Connection.

CONTROL MANHOLE means a manhole situated over a Service Connection connected to a Sanitary Sewer, for the purpose of observation, sampling and measurement of Wastewater.

COUNCIL means the duly elected Council of the County.

COUNTY means Rocky View County, or the area contained within the boundaries thereof, as the context requires.

DEPOSIT means and includes, as the context may require, a deposit or additional deposit paid pursuant to Schedule "D".

DESIGN MANUAL means standard guidelines for design and development of municipal improvements as established, revised and adopted from time to time by the County.

DOMESTIC WASTEWATER means the Wastewater that is the composite of liquid and water-carried wastes associated with the use of Water for drinking, cooking, cleaning, washing, hygiene, sanitation or other domestic purposes, that is released into a Sanitary Sewer, and Domestic Wastewater does not include Wastewater from Institutional Premises or Commercial Premises.

DWELLING UNIT means any building occupied or used as living quarters or an abode by not more than three (3) families, but does not include a condominium, apartment building, mobile home park, Institutional Premises, Lodges or Mixed Use Residential Premises.

EMERGENCY means a situation where there is imminent danger or risk to public safety or of serious harm to property or the County's facilities or infrastructure and includes a Water supply shortage or direction from Alberta Environment and Parks.

FATS, OIL AND GREASE (FOG) means solvent extractable matter of animal, vegetable or mineral origin as set forth in the Standard Methods.

FIRE HYDRANT means fire hydrant owned or under the control and management of the County.

FIRE LINE means a pipe that is intended solely for the purpose of providing a standby supply of Water for fire protection purposes.

FIXTURE means a receptacle, appliance, apparatus or other device that discharges Wastewater or clear water waste and includes a Floor Drain and a Garage Drain.

FLAMMABLE LIQUID means a substance that is a liquid, a mixture of liquids or a liquid containing solids in solution or suspension that has a flash point not greater than 61° C as determined by American Society for Testing Materials (A.S.T.M.) method D93-48 for flash point by Pensky-Martens closed cup tester.

FLOOR DRAIN means a Fixture used to receive water from the floor of a building.

FORCE MAJEURE means events arising from acts of God, strikes, lockout, or other industrial disturbances, acts of public enemy, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, floods, earthquakes, explosions, fires, civil disturbance, mechanical breakdowns, intervention of federal, provincial, state or local government or from any of their agencies or boards, the order or direction of any court, and any other causes whether of the kind herein enumerated or otherwise, not within the reasonable control of the County and which by the exercise of reasonable diligence and at a reasonable cost the County is unable to prevent or overcome.

FOUNDATION DRAIN or WEEPING TILE means any arrangement or type of pipe placed along the perimeter of a building foundation for the collection of groundwater.

GARAGE DRAIN means a Fixture used to receive water from the floor of a building consisting of any garage or other enclosed structure designed, intended, utilized or capable of being utilized for the purposes of parking or storage of vehicles.

GRAB SAMPLE means a sample collected at a particular time and place, or over a short period of time, by taking and combining one or more samples of Water or Wastewater flow.

GRINDER PUMP STATION means a septic grinder pump station that adheres to the schematic set out in Schedule "I".²

HAULED WASTEWATER means Wastewater transported by method other than pipeline to another point for disposal.

HAULED WASTEWATER PERMIT means a permit issued by the County pursuant to this or any other Bylaw to allow access to the County's Wastewater Facilities for deposit of Hauled Wastewater.

² Bylaw C-7844-2018, *2018 Water/Wastewater Utilities Amending Bylaw*

HAZARDOUS SUBSTANCE means:

- (a) any substance or mixture of substances, other than Pesticides, that exhibit characteristics of flammability, corrosivity, reactivity or toxicity; and
- (b) any substance that is designated as a Hazardous Substance within the regulations of the ***Environmental Protection and Enhancement Act*** and the Waste Control Regulation (AR129/93) of the Province of Alberta and any successor to this Act or regulations.

HAZARDOUS WASTE means waste defined as Hazardous Waste under the ***Environmental Protection and Enhancement Act***.

HEALTH OFFICER means the Medical Officer of Health of Alberta Health Services, or the duly authorized representative of the Health Officer.

HIGHWAY means a Provincial highway under the ***Highways Development and Protection Act***.

HYDROCARBONS means solvent extractable matter as set forth in the Standard Methods.

INDUSTRIAL PREMISES means Premises that are utilized for manufacturing, processing, assembly, storage, servicing, repairing and/or shipping of materials, goods and/or equipment and similar purposes.

INDUSTRIAL WASTEWATER means Wastewater that is the composite of liquid and water-carried wastes from Industrial Premises.

INSTITUTIONAL PREMISES means hospitals, schools, correctional centres and similar institutions and for the purpose of this Bylaw shall be deemed to be Commercial Premises.

INTERCEPTOR means a receptacle that is installed to prevent Fats, Oil and Grease, sand and grit or other materials from passing into a drainage system.

LIME SLURRY AND RESIDUES means a mixture of lime and water resulting in a PH in excess of 10, or Suspended Solids in excess of 1000 milligrams per litre.

LODGES means senior citizen lodges.

LOT means a lot as defined in the ***Municipal Government Act*** (Alberta).

LOW PRESSURE SANITARY SEWER means a Sanitary Sewer collection system that consists of a small diameter force main typically installed within the road right-of-way. The system requires installation of a Grinder Pump Station at each service location to convey wastewater to the low pressure sewer system.³

MANAGER means the person employed by the County in the position of Utility Services Manager, or the individual designated to act in his/her place.

³ Bylaw C-7844-2018, *2018 Water/Wastewater Utilities Amending Bylaw*

MANIFEST means documentation accompanying deliveries of Hauled Wastewater, by a Hauled Wastewater Permit holder or otherwise, that identifies:

- (a) the generator of the Wastewater;
- (b) date and time of loading;
- (c) quantity and composition;
- (d) transporting company;
- (e) date and time of off-loading; and
- (f) signature of the Person hauling and authorizing the contents are within the limits of this Bylaw prior to the release of the load into a Wastewater Facility.

MASTER RATES BYLAW means County Bylaw C-7630-2017, as amended, repealed or replaced from time to time.

MERCAPTANS (THIOLS) means the sulphur analogs of alcohol and phenols with the general chemical formula RSH where R is the organic portion of the molecule.

METER means any device supplied, used or authorized by the County for the purpose of measuring the volume of Water consumed on, or the volume of Wastewater discharged from a Premises.

MIXED USE RESIDENTIAL PREMISES means Residential Premises which are attached to or form part of a commercial, recreational or industrial development, where the commercial, recreational or industrial development is intended to and does primarily serve Persons who are not living in the residential portion of the Premises but does not include a Dwelling Unit with respect to which a permit to conduct a home occupation business has been issued pursuant to the County's Land Use Bylaw.

NATURAL OUTLET means any outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater that is not man-made.

NO-CORRODE SERVICE CONNECTION means a Service Connection pipe made of multiple layers of black paper.

NON-RESIDENTIAL CONSUMER means any Consumer who is not a Residential Consumer.

NORMAL BUSINESS HOURS means 8:00 a.m. to 4:30 p.m. Monday to Friday, excluding statutory and civic holidays.

OCCUPANT means a Person who occupies a Premises pursuant to a lease, licence or other agreement with or authorization from the Owner.

OFFICER means a Bylaw Enforcement Officer, Peace Officer and member of the Royal Canadian Mounted Police.

OVERSTRENGTH WASTEWATER means Wastewater which has concentrations in excess of one or more of the following:

- (a) 300 mg/L of Biochemical Oxygen Demand (BOD);
- (b) 300 mg/L of Total Suspended Solids (TSS);
- (c) 100 mg/L of Fats, Oil and Grease (FOG);
- (d) 10 mg/L of Total Phosphorus (TP); and
- (e) 50 mg/L of Total Kjeldahl Nitrogen (TKN).

OWNER means the Person registered as the owner of a Premises pursuant to the provisions of the **Land Titles Act** (Alberta) and shall include a Person who is purchasing a Premises under an Agreement for Sale.

PEACE OFFICER means a Person employed by the County in the position of peace officer in accordance with the **Peace Officer Act**, R.S.A. 2006, Chapter P-3.5.

PERSON means any individual, partnership, firm, corporation, municipality, association, society, political or other group, and the heirs, executors, administrators or other legal representatives of a Person to whom the context can apply according to law.

PESTICIDE means any chemical having the nature of a herbicide, insecticide or fungicide.

PH means the logarithm of the reciprocal of the concentration of hydrogen ions in moles per litre of solution and denotes the relative alkalinity or acidity.

PHOSPHATES means a chemical salt classified as orthophosphates, condensed phosphates and organically bound phosphates.

POLLUTED WASTES AND POLLUTED WATER means materials or water that are contaminated with Prohibited Wastes or with wastes in excess of that permitted in this Bylaw.

PREMISES means any one or more of the following:

- (a) land;
- (b) a building or a structure;
- (c) both (a) and (b);
- (d) part of (a) or (b)

PRIVATE PROPERTY means any property which is not owned or controlled by the County.

PRIVATE WASTEWATER DISPOSAL SYSTEM means Private Property utilized for the collection, storage, and disposal of Wastewater consisting of:

- (a) septic field;
- (b) holding tank; or
- (c) other system approved by the Manager;

which are approved pursuant to this Bylaw, and/or installed and operational pursuant to any existing or future subdivision or development approval or permit respecting the property containing the building(s) serviced by the Private Wastewater Disposal System.

PRIVATE WATER SYSTEM means a well, storage tank or reservoir together with such related pipes, pumps and appurtenances located on Private Property utilized for the provision of potable water by the Occupants of the property.

PROHIBITED WASTES means Prohibited Wastes as described in Schedule "E".

PROPERLY GROUND GARBAGE means the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in Sanitary Sewers, with no particle large enough to be retained on a six (6) millimeter sieve.

RADIOACTIVE SUBSTANCE means substances defined in the *Atomic Energy Control Act* and the regulations passed there under, as amended from time to time.

RATE or RATES means any rate assessed by the County to a Consumer pursuant to Schedule "D".

RAW WATER means untreated, non-potable water.

REGULATIONS means regulations promulgated pursuant to the Canadian Plumbing Code and other applicable provincial legislation (Alberta).

REMEDIAL ORDER means an order issued pursuant to Section 545 of the *Municipal Government Act* and Part 8 of this Bylaw, substantially in the form set out in Schedule "G".

REMOTE READING DEVICE means the device attached to a Meter which enables the County to determine Water consumption or Wastewater generation registered by a Meter, without entering the building in which the Meter is installed.

RESIDENTIAL CONSUMER means the Owner or Occupant of a single family Dwelling Unit used exclusively for residential purposes which has a separate Meter.

RESIDENTIAL PREMISES means all buildings which are designed and used as living accommodations for individuals or families including Dwelling Units, condominiums, mobile home parks, apartment buildings, and Mixed Use Residential Premises, but does not include Institutional Premises or Lodges.

RESTRICTED WASTES means Restricted Wastes as defined in Schedule "F".

ROAD means land which is under the direction, control and management of the County and which is shown as a road on a plan of survey that has been filed or registered in a land titles office, used as a public road and includes a bridge forming part of a public road and any structure incidental to a public road and, for the purposes of this Bylaw, includes a Highway.

SANITARY SEWER means a Sewer owned by the County and used for the collection and disposal of Wastewater and to which storm, surface and groundwater are not intentionally admitted.

SEAL means a sealed wire loop that passes through one end connection and the body of a Meter to prevent tampering.

SERVICE AREA means the geographical area within which the County provides, is designated to provide, or is entitled to provide Utility Services.

SERVICE BOX means the operating rod, casing, and extension used for the operation of a Service Valve from ground level.

SERVICE CONNECTION means that portion of pipes constructed or maintained by an Owner and used or intended to be used for the supply of Water or the collection of Wastewater, as the context may require, in the case of a Water Utility Service extending from the property line to the Meter, and in the case of a Sewer Utility Service extending from the property line to the main Cleanout.

SERVICE KILL means the physical disconnection of a Water Service Connection from a Water Main.

SERVICE VALVE means the valve on a Utilities Main Connection.

SERVICING STANDARDS means the servicing standards adopted by Council from time to time.

SEWER means pipes designed and installed for the collection and conveyance of Wastewater.

SHUT-OFF means an interruption in or discontinuation of the supply of Utility Service.

SINGLE FAMILY RESIDENTIAL BUILDING means a building containing one residential Dwelling Unit only and which is not attached to any other building and shall include a mobile home for the purpose of this Bylaw.

SLUG means any discharge of Water, Wastewater, or Industrial Wastewater which in concentrations of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times average twenty-four (24) hour concentration or flows during normal operation.

SPECIFIED PENALTY means a specified penalty as defined in the *Provincial Offences Procedures Act* (Alberta).

SPRINKLERING means the distribution of Water to the surface or sub-surface of lawns, gardens, or other areas situated outside buildings by pipes, hoses, sprinklers or any other method, and shall include all uses of Water other than human and commercial consumption and firefighting.

STANDARD METHODS means the latest edition of “Standard Methods for the Examination of Water and Wastewater”, as published by the American Public Health Association.

STORM DRAIN means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, incidental waste, Foundation Drain, Weeping Tile, Areaway Drain and other drainage pipes within a building or property and conveys it to the point of connection with a Storm Sewer.

STORM SEWER means surface works or sewer which carries storm, surface waters and other drainage from any Storm Drain or other drainage source, but not Wastewater and industrial wastes, other than unpolluted cooling water.

SUSPENDED SOLIDS means solids that either float on the surface of, or are in suspension in, treated or untreated water, Wastewater or other liquid, and which are removable by laboratory filtering.

TERMS AND CONDITIONS means the manner in which the County is to provide Utility Services as contemplated in Schedules “A”-“F” of this Bylaw.

TEST MANHOLE means a manhole or other facility used by the County for obtaining flow measurement and Wastewater samples of any and all discharges into any Sanitary Sewer or Storm Sewer.

TOTAL DISSOLVED SOLIDS means solids that dissolve in treated or untreated water, Wastewater or other liquid, and which are not removable by laboratory filtering.

TOTAL KJELDAHL NITROGEN (TKN) means organic nitrogen plus ammonia expressed in mg/L as set forth in Standard Methods.

TOTAL SUSPENDED SOLIDS (TSS) means solid matter that can be removed by filtration through a standard filter as set forth in the Standard Methods.

UTILITIES MAIN CONNECTION means that portion of pipes constructed by the County and used or intended to be used for the supply of Water or collection of Wastewater, as the context may require, in the case of a Water Utility Service extending from the Water Main to the property line, and in the case of a Sewer Utility Service extending from a Sanitary Sewer to the property line.

UTILITY ACCOUNT means an account created pursuant to Schedule “A”.

UTILITY INVOICE means an invoice rendered to a Consumer for Rates and Charges payable pursuant to the provision of the Utility Service governed by the Bylaw.

UTILITY SERVICE and UTILITY SERVICES means and includes, as the context may require:

(a) the supply of Water; and/or

(b) the provision of Wastewater collection and disposal.

VIOLATION TAG means a violation tag issued by the County pursuant to the *Municipal Government Act* and Part 12 of this Bylaw.

VIOLATION TICKET means a violation ticket as defined in the *Provincial Offences Procedures Act* (Alberta).

VOLUNTARY PAYMENT means a voluntary payment as defined in the *Provincial Offences Procedure Act* (Alberta).

WASTEWATER means a combination of water-carried wastes from a Premises, excluding ground, surface, and storm waters to the extent that such connections and discharges into the Sanitary Sewers are prohibited.

WASTEWATER FACILITY means a facility used by the County for the collection, treatment and disposal of Wastewater comprised of land, buildings, equipment and other facilities, and **WASTEWATER FACILITIES** means all such facilities.

WASTEWATER TREATMENT PLANT means the Wastewater Treatment Plant owned and operated by the County.

WATER means treated water suitable for human consumption.

WATER FACILITY means a facility used by the County for treatment and supply of Water comprised of land, buildings, reservoirs, equipment and other facilities and **WATER FACILITIES** means all such facilities.

WATER MAIN means those pipes installed by the County for the conveyance of Water throughout the County to which a Utilities Main Connection and a Service Connection may be connected.

WATER TREATMENT PLANT means the water treatment plant owned and operated by the County.

PART 3 – TERMS AND CONDITIONS - GENERAL

The general Terms and Conditions for the provision of the Utility Services are as set out in Schedule “A”.

PART 4 – TERMS AND CONDITIONS - WASTEWATER SERVICES

The Terms and Conditions for the provision of Wastewater Utility Services are as set out in Schedule “B”.

PART 5 – TERMS AND CONDITIONS - WATER SUPPLY

The Terms and Conditions for the provision of Water Utility Services are as set out in Schedule “C”.

PART 6 – CHARGES AND RATES

The County may impose:

- (a) Charges as set out in Schedule “D”; and
- (b) Rates for the provision of Utility Services as set out in Schedule “D”.

PART 7 – OFFENCES

- 7.01** Any Person who violates or contravenes any provision of this Bylaw is guilty of an offence.
- 7.02** It is the intention of Council that all offences created under this Bylaw be interpreted to be strict liability offences.
- 7.03** Where a contravention of this Bylaw is of a continuing nature, a contravention shall constitute a separate offence in respect of each day, or part of a day, on which that offence continues.
- 7.04** No Person shall hinder or interrupt or cause or procure to be hindered or interrupted, the County, or any of its respective employees, officers, contractors, servants, agents, workmen, or any of them, in the exercise of any of the powers and duties related to and authorized by or contained in this Bylaw.

PART 8 – REMEDIAL ORDERS

- 8.01** If the Chief Administrative Officer determines that a Person is contravening this Bylaw, the Chief Administrative Officer may issue a Remedial Order to that Person. The Remedial Order may:
 - (a) direct the Person to stop doing something or to change the way in which the Person is doing it;
 - (b) direct the Person to take any action or measures necessary to remedy the contravention of this Bylaw;
 - (c) state a time within which the Person must comply with the Chief Administrative Officer's directions and provide proof of compliance to the Chief Administrative Officer; and
 - (d) state that if the Person does not comply with the directions within a specified time, the County may take the action or measure at the expense of the Person.

- 8.02** Any Person who receives a Remedial Order may request a review of the Remedial Order by Council in accordance with Section 547 of the **Municipal Government Act** by filing a written request for review of the Remedial Order together with a fee of \$50.00 with the Chief Administrative Officer within 14 days of receipt of the Remedial Order. The request for review shall set out the grounds for the request.
- 8.03** Within thirty (30) days after receipt of the request for review, Council shall review the Remedial Order and may confirm, vary, substitute or cancel the Remedial Order and shall issue a written decision, including reasons for the decision, to the Person who requested the review.
- 8.04** Any Person affected by the decision of Council may appeal the decision to the Court of Queen's Bench in accordance with Section 548 of the **Municipal Government Act**.

PART 9 – SERVICE OF NOTICES AND REMEDIAL ORDERS

- 9.01** In any case where the Chief Administrative Officer is required to issue a notice or Remedial Order to any Person pursuant to this Bylaw, the Chief Administrative Officer shall effect such service either:
- (a) by causing a written copy of the notice or Remedial Order to be delivered to and left in a conspicuous place at or about the Premises within which the Utility Service was being supplied to the Owner or Consumer affected by such notice or where the Bylaw contravention which is the subject of the Remedial Order has occurred or is occurring;
 - (b) by causing a written copy of the notice or Remedial Order to be mailed or delivered to the last known address of the Owner as disclosed in the land registry system established by the **Land Titles Act** of Alberta as shall appear to the Chief Administrative Officer most appropriate in the circumstances; or
 - (c) by causing a written copy of the notice or Remedial Order to be mailed or delivered to the last known address of the Consumer and/or Owner as set out in the Utility Account for the Premises within which the Utility Service was being supplied to the Consumer affected by such notice or where the Bylaw contravention which is the subject of the Remedial Order has occurred or is occurring.

PART 10 – INSPECTION

- 10.01** The Chief Administrative Officer is a designated officer for the purpose of Section 542 of the **Municipal Government Act** and is authorized to enter onto and into Premises to carry out inspections, remedies, enforcement or other actions with respect to this Bylaw in accordance with the **Municipal Government Act**.

PART 11 – PENALTIES

- 11.01** A Person who violates any of Section 26 of Schedule “B” or Sections 7 or 11.02 of Schedule “C” shall be liable to pay:

- (a) for a first offence, a Specified Penalty of \$500.00;
- (b) for a second office, a Specified Penalty of \$500.00;
- (c) for a third or subsequent offence, a Specified Penalty in the sum of not less than \$500.00 and not more than \$2,500.00.

11.02 A Person who violates any provision other than Section 26 of Schedule "B" or Sections 7 or 11.02 of Schedule "C" of this Bylaw shall be liable to pay:

- (a) for a first offence, a Specified Penalty in the sum of \$50.00, or upon summary conviction, a fine of not less than \$50.00 and not more than \$2,500.00;
- (b) for a second offence, a Specified Penalty in the sum of \$100.00, or upon summary conviction, a fine of not less than \$100.00 and not more than \$2,500.00;
- (c) for a third or subsequent offence, a Specified Penalty in the sum of \$200.00, or upon summary conviction, a fine of not less than \$200.00 and not more than \$2,500.00.

PART 12 – VIOLATION TAG

12.01 An Officer is hereby authorized and empowered to issue a Violation Tag to any Person whom the Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.

12.02 A Violation Tag may be served on such Person who is an individual, either:

- (a) by delivering it personally to such Person; or
- (b) by leaving a copy for such Person at his/her last known Premises with an individual at the Premises who appears to be at least 18 years of age;

and such service shall be adequate for the purposes of this Bylaw.

12.03 A Violation Tag may be served on a Person which is a corporation, either:

- (a) by sending it by registered mail to the registered office of the corporation, or
- (b) by delivering it personally to the manager, secretary or other executive officer of the corporation or the person apparently in charge of a branch office of the corporation at an address held out by the corporation to be its address,

and such service shall be adequate for the purposes of this Bylaw.

12.04 The Violation Tag shall be in a form approved by the Chief Administrative Officer and shall state:

- (a) the Person's name;
- (b) the offence;
- (c) the appropriate voluntary penalty for the offence as specified in this Bylaw;
- (d) that the voluntary penalty shall be paid within (10) days of issuance of the Violation Tag in order to avoid further prosecution; and
- (e) any other information as may be required by the Chief Administrative Officer.

12.05 Where a contravention of this Bylaw is of a continuing nature, further Violation Tags may be issued by the Officer provided, however, that no more than one Violation Tag shall be issued for each day that the contravention continues.

12.06 Where a Violation Tag has been issued in accordance with this Bylaw, the Person to whom the Violation Tag has been issued may, in lieu of being prosecuted for the offence, pay to the County cashier the penalty within the time frame specified in the Violation Tag.

12.07 The voluntary penalty for a first offence shall be 50% of the Specified Penalty for a first offence of that particular offence. The voluntary penalty for a second and each subsequent offence shall be 50% of the Specified Penalty for a second and subsequent offence of that particular offence.

12.08 Nothing in this Bylaw shall prevent an Officer from immediately issuing a Violation Ticket.

PART 13 – VIOLATION TICKET

13.01 An Officer is hereby authorized and empowered to issue a Violation Ticket to any Person whom the Officer has reasonable and probable grounds to believe a Person has contravened any provision of this Bylaw.

13.02 A Violation Ticket may be served on such Person who is an individual, either:

- (a) by delivering it personally to such Person, or
- (b) by leaving a copy for such Person at his/her last known Premises with an individual at the Premises who appears to be at least 18 years of age,

and such service shall be adequate for the purposes of this Bylaw.

13.03 A Violation Ticket may be served on a Person which is a corporation, either:

- (a) by sending it by registered mail to the registered office of the corporation, or
- (b) by delivering it personally to the manager, secretary or other executive officer of the corporation or the person apparently in charge of a branch office of the corporation at an address held out by the corporation to be its address,

and such service shall be adequate for the purposes of this Bylaw.

PART 14 – RECOVERY OF ENFORCEMENT COSTS

- 14.01 The expenses and costs of any action or measures taken by the County under this Bylaw are an amount owing to the County by the Person in contravention of this Bylaw.
- 14.02 Where the Owner contravened this Bylaw and the contravention occurred on the Owner's Premises, any unpaid expenses or costs may be added to the tax roll of that Premises in accordance with the **Municipal Government Act**.
- 14.03 The costs and expenses incurred by the County in the enforcement of this Bylaw may be collected as a civil debt.

PART 15 – TRANSITIONAL

- 15.01 Bylaw C-7662-2017 is passed when it receives third reading, and is signed by the Reeve or Deputy Reeve and the County Manager or Designate, as per the Municipal Government Act.
- 15.02 Bylaws C-5083-1999 and C-5643-2002 are repealed, all as of the date that this Bylaw comes into effect.

READ A FIRST TIME IN COUNCIL this 23rd day of May, 2017

READ A SECOND TIME IN COUNCIL this 23rd day of May, 2017

~~UNANIMOUS PERMISSION FOR THIRD READING~~ ~~_____ day of _____, 2017~~

READ A THIRD TIME IN COUNCIL this 13th day of June, 2017

“Greg Boehlke”

Reeve or Deputy Reeve

“Charlotte Satink”

County Manager or Designate

June 13, 2017

Date Bylaw Signed

SCHEDULE "A"

TERMS AND CONDITIONS OF SERVICE - GENERAL

MANAGEMENT

1. The County shall, in accordance with the Terms and Conditions prescribed in this Bylaw, be responsible for the operation and management of all of the County's facilities and equipment utilized for:
 - (a) Wastewater collection, treatment and disposal; and
 - (b) the treatment, supply, or distribution of Water.
2. The Manager may establish standards, guidelines and specifications for the design, construction and maintenance of all works required for the operation of the County's Utilities Services.
3. The Manager shall exercise the powers and perform the duties with respect to Utilities Services given or assigned to him/her by this and any other Bylaw of the County.

INSPECTIONS

4. The Chief Administrative Officer or his/her designate together with any duly authorized employee of the County, or contractor engaged by the County, bearing proper credentials and identification, may enter upon any Premises for the purpose of inspection, observation, measurement, sampling or testing in accordance with the provisions of Part 10 of this Bylaw and the **Municipal Government Act**. If such an inspection discloses any failure, omission, or neglect respecting any Utility Services upon the Premises, or discloses any defect in the location, construction, design or maintenance of any facility or connection, the Chief Administrative Officer or his/her designate may, in writing, notify the Consumer, Owner, proprietor or occupier to rectify the cause of complaint within a reasonable time as determined by the Chief Administrative Officer or his/her designate. Such Person shall, within the time specified in the notice, rectify the complaint stated in the notice.
5. Notwithstanding Section 4, the Chief Administrative Officer or his/her designate may issue a Remedial Order in accordance with Part 8 of the Bylaw at any time.
6. Whilst acting under the authority of Section 4 of this Schedule, the Chief Administrative Officer, his/her designate, employee or contractor, as the case may be, shall observe all safety rules applicable to the Premises established by the Owner or Occupant.
7. For the purpose of determining compliance or non-compliance with the provisions of this Bylaw, the County may test Water and/or Wastewater streams located within a Residential or Commercial Premise, at a Test Manhole or at the discharge point where the Wastewater enters any Sanitary Sewer.
8. A single Grab Sample or a Composite Sample may be used to determine compliance with any provision of the Bylaw.

9. Any duly authorized employee of the County, or contractor engaged by the County, bearing proper credentials and identification may enter upon the easement area of any Premises which is subject to an easement in favour of the County for the purpose of, but not limited to, the inspection, observation, measurement, repair or maintenance of any portion of works lying within such easement area.

ENGINEERING COSTS

10. In any case under this Bylaw in which a Person is required to pay the cost of work to be done by the County, or a contractor engaged by the County, the cost shall include an engineering expense consisting of all the County's direct and indirect expenses arising out of such work including but not limited to reasonable out of pocket expenses such as travel, meals, etc..

RATES AND CHARGES

11. Unless otherwise provided, all Rates and Charges payable to the County for or in respect of the issuance of permits and other services provided by the County pursuant to this Bylaw shall be levied and paid in accordance with the provisions of this Bylaw, Schedule "A" to "G" inclusive, the Master Rates Bylaw, and other applicable Bylaws as amended from time to time.

NEW SERVICES

12. Each Service Connection shall be constructed and maintained by the Owner of the Premises on which it is located in accordance with the requirements of this Bylaw and the Regulations.
 13. Each Utilities Main Connection shall be constructed under supervision of the County at the expense of the Owner of the Premise benefited by the Utility Service.
 14. Application for connection of Water or Sewer Utility Services to a property shall be made by the Owner on the form prescribed by the County and it shall be accompanied by a site plan showing the size and location of the service and any other information required to appropriately design and install the service.
 15. The cost of installation of a Utilities Main Connection as estimated by the Manager shall be paid by the Owner to the County prior to installation of the service.
- 15.1** Provided that pipes forming part of the County's Water Main and/or Sanitary Sewer are located within a road, easement, public utility lot, utility right of way, or other property owned or controlled by the County, the Chief Administrative Officer may require the Owner of Premises located adjacent to the Water Main and/or Sanitary Sewer to connect that Premises to the Water Main and/or Sanitary Sewer including but not limited to requiring the Owner to:⁴
- (a) provide or pay for a Service Connection and Utilities Main Connection from that Premises to the Water Main and/or Sanitary Sewer including the installation of an on-lot septic Grinder Pump Station when connecting to a Low Pressure Sanitary Sewer at the Owner's sole cost and expense;

⁴ Bylaw C-7844-2018, *2018 Water/Wastewater Utilities Amending Bylaw*

- (b) pay all applicable Charges set out in Schedule "D" including but not limited to payment of a connection fee and/or a Deposit;
- (c) install a Meter at the Owner's sole cost and expense;
- (d) disconnect the Premises from a Private Wastewater Disposal System and/or Private Water System;
- (e) remove and/or remediate the Private Wastewater Disposal System in accordance with Schedule "B": Section 6;
- (f) disconnect the Private Water System from building(s) on the Premises in accordance with Schedule "C": Section 2.05;
- (g) set up a Utility Account for the Premises; and
- (h) obtain Utility Service for Water and/or Wastewater from the County.

15.2 All Owners of Premises within the Bragg Creek Service Area which are located adjacent to the Water Main and/or Sanitary Sewer shall be required to connect to the County's Water Main and/or Sanitary Sewer in accordance with Section 15.1 on or before December 31, 2020 unless earlier required to do so by reason of condition of development permit or subdivision approval.⁵

GENERAL

- 16.** The County shall remain the owner of all Utility Services and Utilities Main Connections unless the County and the Consumer have expressly agreed in writing otherwise. Any payment made by the Consumer does not entitle the Consumer to ownership, unless agreed in writing otherwise.
- 17.** The County and the Consumer are subject to and shall comply with all applicable federal, provincial and municipal legislation, regulation, Bylaws, orders and requirements.
- 18.** The Terms and Conditions contained in this Bylaw are governed by the laws of the Province of Alberta and the Federal laws of Canada applicable in the Province of Alberta. Any lawsuit arising in connection with the Terms and Conditions shall be brought in the courts of the Province of Alberta.
- 19.** The Terms and Conditions of Utility Services contained in this Bylaw apply to all Utilities and to every Consumer, and to the relationship between the County and a Consumer.
- 20.** A Consumer is deemed to have accepted the Terms and Conditions upon one of the following:
 - (a) The Owner's Application for the supply of Utility Services.
 - (b) The payment by or on behalf of a Consumer of an account by the County for Rates or Charges.
 - (c) Receipt by the Consumer of Utility Services supplied by the County.

⁵ Bylaw C-7844-2018, *2018 Water/Wastewater Utilities Amending Bylaw*

(d) Connection to the Water Main and/or Sanitary Sewer.⁶

⁶ Bylaw C-7844-2018, *2018 Water/Wastewater Utilities Amending Bylaw*

21. The Consumer shall:

- (a)** pay all Charges and Rates for Utility Services performed by the County or its agents in accordance with this Bylaw;
- (b)** adhere to the requirements of these Terms and Conditions;
- (c)** be responsible for the condition and protection of all facilities on the Consumer's property. The Consumer shall be liable for any destruction of or damage to the County's Water Facilities or Wastewater Facilities located on the Consumer's property unless the destruction or damage is caused by the act of an agent or employee of the County.
- (d)** not extend a Service Connection from one Lot to another without the prior written consent of the County.
- (e)** at the request of the County, grant, or cause to be granted to the County, at the Consumer's expense, such easements or rights-of-way over, upon or under the property owned or controlled by the Consumer as the County reasonably requires for the construction, installation, maintenance, repair, inspection and operation of the facilities required for a service to the Consumer, and for the performance of all other obligations required to be performed by the County to maintain the Utility Services.

22. No Person shall:

- (a)** remove, operate, alter any portion of the Utilities Services owned by the County, except an authorized agent or employee of the County. A Consumer shall be responsible for all damage to or loss of such property.
- (b)** use the Utility Service in any manner that causes any interference or disturbance to any other Consumer's use of the Utility Services;
- (c)** obstruct or impede free and direct access to any service, Water Main, Sanitary Sewer, or any other aspect of the Utility Services;
- (d)** install or allow to be installed any temporary or permanent structures that could interfere with the proper and safe maintenance and operation of the Utility Services or result in any damage to the Water Main, Water Facilities, Sewer, Sewer Facilities, or a Utilities Main Connection.

23. A Consumer and the County may enter an agreement that provides for the waiver, alteration or amendment of any part of the Terms and Conditions provided that the agreement is in writing and executed by both parties.

24. Upon request the County shall provide to the Consumer information on the method and manner of installing services.

25. The County shall reasonably respond to a Consumer's request to attend a Permits, in order to minimize or rectify an actual or potential interruption to Utility Services. A Consumer shall pay the

Charges for a Consumer's requested service call unless the source of the problem is caused by the County.

26. The County may without limitation act in response to governmental or civil authority directives, which may affect Utility Services. The Consumer agrees to cooperate with the County in order to comply with directives.

27. The County's Liability and Responsibility:

- (a)** The County shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether of direct, indirect, special or consequential nature (except only as specifically provided for in this section) arising out of or in any way connected with any failure, defect, fluctuation, reduction or interruptions in the provision of Utility Services by the County to its Consumers howsoever caused.
- (b)** The County shall be liable only for direct physical loss, injury or damage to a Consumer or Consumer's property resulting from the willful act of the County, its employees or agents in relation the provision of Utility Services to a Consumer.
- (c)** For the purpose of defining the County's liability and restricting the generality thereof, "direct physical loss, injury or damage" shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of capital and loss of use of any facilities or property or any other similar damage or loss whatsoever arising out of or in any way connected with the failure, defect, fluctuation, reduction or interruption in the provision of Utility Services to a Consumer.
- (d)** Any claim filed by a Consumer for direct losses, damages, expenses, charges, costs or other liabilities must be filed with the County within 180 days from the date of the occurrence of the incident that is the subject of the claim, failing which the claim is deemed to be settled by continuation of the Utility Service.
- (e)** The County shall not be liable for damages
 - 1. caused by the break or failure of any portion of the Wastewater Facilities or Water Facilities;
 - 2. caused by the interference or cessation of Utility Services in connection with the repair or proper maintenance of the Wastewater Facilities or Water Facilities; or
 - 3. generally for any accident or incident due to the operation of the Utility Services unless such costs or damages have been shown to be directly due to the willful act of the operating County or its employees.

Without limiting the generality of the foregoing the County is not responsible or liable for costs or damages that are based on nuisance. All limitations, protections and exclusions of liability contained in any provincial or federal legislation shall be applicable to and shall benefit the County in respect of any action brought or contemplated in respect of the provision of the Utility Services or anything else associated to these Terms and Conditions.

- (f) The County shall endeavor to provide regular and uninterrupted operations of the Utility Services as provided in the Terms and Conditions. However breaks to Sewers, Water Mains and other Water Facilities or Wastewater Facilities are inherent to the normal operation of the Utility Services. The right to discontinue Utility Services for any reason with or without notice is fundamental to these Terms and Conditions.
- (g) The County shall have the right to disconnect, interrupt or reduce Utility Services at any time:

 - 1. for making repairs or improvements necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any part of the Wastewater Facilities or Water Facilities;
 - 2. to restrict and regulate the use of Water for the purpose of conserving Water;
 - 3. to maintain the safety and reliability of the Utility Services;
 - 4. due to any other reason, including non-payment of Rates and/or Charges, emergencies, forced outages, Force Majeure or potential shortage or interference with the normal delivery of the Utility Service.
- (h) The County will use reasonable efforts to:

 - 1. provide notice of any Utility Service reduction or interruption;
 - 2. minimize such interruption duration and occurrences;
 - 3. schedule planned interruptions as much as possible at times convenient to Consumers.

28. Should the County be rendered unable (wholly or in part) by Force Majeure to carry out its obligation to supply Utility Services, the County's obligations so far as they are affected by Force Majeure shall be suspended. The County shall where practicable give notice of the occurrence of Force Majeure to Consumers affected.

29. Provision of Utility Services:

- (a) The County will provide all or any portion of the Utility Services listed in this Bylaw in accordance with these Terms and Conditions. All additional supplementary or commercial services provided by the County to a Consumer will be charged in accordance with the agreement between the parties. Payment for all Utility Services shall be in accordance with the provisions of these Terms and Conditions.
- (b) The County will restore extended service interruptions due to breaks of Water Mains or Sanitary Sewers, plugged or collapsed Water Mains or Sanitary Sewers or other reasons as soon as practically possible.
- (c) The County will maintain and repair the Utility Services at no direct charge to the Consumer unless the damage is due to Consumer negligence or intentional damage.

- (d) When the County performs a repair on the Utilities Main Connection that affects a Consumer's property, the County will return the property to original or similar to original condition.
- (e) The County, or agent of the County, will own, install and maintain all Water Meters and measuring devices, unless such Meters and measuring devices were installed by the Consumer for his own purposes.
- (f) The County will provide for construction and testing of all Utilities Main Connections, and connection and disconnection in accordance with these Terms and Conditions and at Rates and Charges provided for in this Bylaw.
- (g) The County will endeavor to provide a continuous supply of Utility Services. However a continuous supply of Utility Services is not guaranteed.
- (h) In the case of extended service interruptions, the County will make reasonable efforts to supply Utility Services to Consumers or groups of Consumers through alternative means.
- (i) The County is not responsible for the effects of Force Majeure events.
- (j) The County is not responsible for changes to the characteristics or properties of the Water as a result of complying with Health Canada standards. The County is not responsible for any resulting changes to any facility, process or production or cost impacts upon Consumers or their business as a result of such measures.
- (k) The County shall not be responsible for any damage (on property), loss or injury of any nature or resulting directly or indirectly from the installation of a Service Connection, unless such costs, losses or damages have been shown to be directly due to a willful act of the County or its employees.
- (l) The Consumer shall take all necessary measures to prevent damage to a Service Connection due to any cause, including settlement of the structure or ground through which the pipe passes.
- (m) Where a service passes through disturbed ground, the obligation of the County to construct does not include the incremental construction costs required to stabilize the service, and bring the disturbed ground to a stable state. The Consumer may be required to pay all additional construction costs including the costs of any required support system.

30. Any Person who requires Utility Services shall make Application to the County on such form as shall be utilized by the County from time to time and shall pay to the County the Application Charge set forth in Schedule "D".

31. Upon the acceptance of the Application, the Utility Account shall be set up in the name of the Applicant.

32. There shall be a separate Utility Account with respect to each Meter.

33. The Application shall be supported by such evidence of the identity of the Applicant and status of the Applicant to make the Application as the Manager may require.

DEPOSITS

34. Subject to agreement otherwise, an Applicant may at the time of Application be required to pay a Deposit as follows:

- (a) Residential Consumer - The amount set pursuant to the provisions of Schedule "D";
- (b) Non-Residential Consumer - The amount set pursuant to the provisions of Schedule "D" or the amount estimated by the Manager to be the cost of supply of Utility Services to the Premises over a THREE (3) month period, whichever is greater.

35. Notwithstanding Section 30 of this Schedule:

- (a) an Applicant opening a new Utility Account who is indebted to the County for Utility Services previously supplied will not be allowed to complete his Application, or be entitled to receive Utility Services, until payment of the outstanding account and any Deposit required in accordance with Section 34 of this Schedule;
- (b) an Applicant opening a new Utility Account due to a change of residence within the County shall be charged the same Deposit as required for his/her previous Utility Account, subject to the increased Deposit provisions of Section 36 of this Schedule;
- (c) the Manager may waive the requirement of a Deposit under Section 34 of this Schedule for a Residential Consumer who has been established for at least TWELVE (12) months in the County and the Consumer's Utility Account or accounts was, or were, maintained in good standing;
- (d) the Manager may waive the requirement of a Deposit under Section 34 of this Schedule for a Non-Residential Consumer who has been established at least TWENTY-FOUR (24) months in the County and the Consumer's Utility Account or accounts was, or were, maintained in good standing;
- (e) if a Consumer has an existing Utility Account that is not in arrears, and for which no Deposit is being held, then if Application is made for another Utility Service in the same name and of the same type, the Manager may waive the requirement for a Deposit.

36. Notwithstanding Sections 34 and 35 of this Schedule, if:

- (a) payment of the Utility Invoice is in arrears;
- (b) the Utility Service to a Premises has been shut off for non-payment of the Utility Account;
- (c) a cheque received for payment of the Utility Invoice has been returned by the financial institution on which it is drawn marked with words indicating that the cheque has not been honoured;

- (d) the Applicant wishes to set up the Utility Account in any name other than that of the Owner of the Premises (subject always to the discretion and acceptance by the Manager); or
- (e) an Applicant's previous Utility Account or other current Utility Account has not been maintained in good standing;

then, in addition to paying any arrears of County Rates or Charges, the Applicant may be required to pay an additional Deposit equal to the amount estimated by the Manager to be the cost of supply of Utility Services to the Premises over a THREE (3) month period.

INTEREST ON DEPOSITS

- 37. Interest shall be paid on a Deposit at the Rate set pursuant to the provisions of Schedule "D" calculated from the date of payment of the Deposit to the date that the Deposit is refunded to the Consumer or applied towards payment of County Charges.

REFUND OF DEPOSITS

- 38. If a Residential Consumer has paid all Utility Invoices rendered to such Consumer on or before the due dates stated in such invoices for a period of TWELVE (12) consecutive months, the Deposit or Deposits paid by such Consumer pursuant to Sections 34 and/or 36 of this Schedule shall be refunded, together with interest as provided in Section 37 of this Schedule.
- 39. If a Non-Residential Consumer has paid all Utility Invoices rendered to such Consumer on or before the due dates stated in such invoices for a period of TWENTY-FOUR (24) consecutive months, the Deposit or Deposits paid by such Consumer pursuant to Sections 34 and/or 36 of this Schedule shall be refunded, together with interest as provided in Section 37 of this Schedule.
- 40. If refundable pursuant to this Section, or upon termination of the supply of Utility Services, a Deposit shall be returned to a Consumer together with interest as provided in Section 37 of this Schedule, after deducting therefrom all outstanding Charges for the supply of Utility Services, including the cost of Shut-Off or discontinuing any Utility Service for non-payment of Utility Accounts.

WATER

- 41. The County may levy and Consumers shall pay for Water supplied by the County at the Rates set pursuant to the provisions of Schedule "D" hereto.
- 42. In case of a dispute, the Manager shall determine the Rate established pursuant to the provisions of Schedule "D" which is applicable to a particular Consumer.
- 43. The amount payable by a Consumer shall be determined by reference to the reading of the Meter supplied to such Consumer. If for any reason a Meter cannot be read, the Manager may estimate the flow of Water based on usage during the same period in the previous year, or on the past 3 months if the previous year's usage is not available, and render an account in accordance with such estimate.

44. Notwithstanding the foregoing, each Meter shall be read by the County at least once in each year and, failing that as a result of the Consumer's actions or inactions, after providing not less than thirty (30) days' prior written notice, the Manager may Shut-Off the Water supply to such Meter until such time as the County is able to read the same.

SEWER SERVICE

45. The County may levy and Consumers shall pay for Wastewater collected and disposed of by the County at the Rates set pursuant to the provisions of Schedule "D" hereto.

46. In case of a dispute, the Manager shall determine the Rate established pursuant to the provisions of Schedule "D" which is applicable to a particular Consumer.

47. Where the supply of Water to the Premises is metered, the amount payable by a Consumer for Wastewater may be determined in part by reference to the reading of the Water Meter supplied to such Consumer. If for any reason a Meter cannot be read, the Manager may estimate the flow of Water based on usage during the same period in the previous year, or on the past 3 months if the previous year's usage is not available, and render an account in accordance with such estimate.

EFFECTIVE DATE

48. The terms, Rates and Charges provided in this Bylaw for the provision of Utility Services shall come into effect on the date this Bylaw comes into force.

UTILITY ACCOUNTS

49. The Utility Account for all or any of the Utility Services shall be set-up in the name of:

- (a) the Owner of the Premises serviced by one or more of the Utility Services; or
- (b) with the approval of the Manager, a bulk Consumer on behalf of two (2) or more Owners receiving service through a single Utilities Main Connection and/or Meter.

50. The County shall start charging an Owner as soon as the final building permit inspection of the Premises is done or a permit to occupy has been issued by the County. In the absence of such, the start date for charging will be based on the possession date of the Owner or any other Occupant, as the case may be.

51. Notwithstanding the occupation of any Premises by tenants or renters, Utility Services will be the responsibility of the Owner of the Premises and the Owner shall be directly responsible for the Utility Account.

52. Any Premises that has been issued an occupancy permit by the County but remains unoccupied shall still be charged in accordance with the Rate and Charges.

53. All Rates and Charges are due and payable as of the billing date. Payment can be made at the County office by cheque, direct deposit, on-line banking, and credit card, or by a pre-authorized payment plan.

- 54.** Any fees, Charges or payment penalties owing by the Owner of Premises and remaining unpaid for a period of sixty (60) days after the billing date will be made a charge against or lien upon the Premises serviced by the County, and in this event, the charge or lien so made will be subject to the same penalties and shall be collected by the same procedure as property taxes levied by the County, where applicable. Where permissible pursuant to the ***Municipal Government Act***, all outstanding fees, Charges or payment penalties will be transferred to the County tax roll for the subject Premises.
- 55.** Notwithstanding Section 54 of this Schedule, where the Chief Administrative Officer or Manager has reasonable grounds to believe that the subject Premises are or will be offered for sale or are or will otherwise be subject to a form of transfer of ownership to another Person, any unpaid fees, Charges or payment penalties imposed pursuant to this Bylaw and owing by the Owner of the Premises may be transferred to the County tax roll for the Premises immediately upon any of these amounts going into arrears.
- 56.** All new Consumers shall pay to the County a one-time administration fee, for the purpose of opening the Utility Account, as set out in Schedule "D" of this Bylaw.
- 57.** All Rates and Charges payable hereunder shall be paid to the County within the time prescribed by this Bylaw.
- 58.** The Utility Invoice is due and payable when rendered and, if not paid on the due date stated on the invoice, is deemed to be in arrears. Failure to receive the Utility Account does not relieve a Consumer of liability for payment.
- 59.** If a Consumer shall only partially pay the Utility Invoice, all monies paid shall, notwithstanding any contrary direction by the Consumer, be applied towards payment of the amount due under such invoice in the following order:
- (a)** Deposits;
 - (b)** penalties;
 - (c)** arrears of Charges for all Utility Services;
 - (d)** current Wastewater Charges;
 - (e)** current Water Charges.
- 60.** If a Consumer fails to pay the Utility Invoice prior to or on the due date stated therein, or such later due date as may be approved by the Manager, such Consumer shall pay a late payment interest charge of 3% per month of the current Charges invoiced, or as otherwise set out in the Master Rates Bylaw. Payments made by mail or at a financial institution must be received by the County on or before the due date in order for a Consumer to avoid such interest charge.
- 61.** If any Rate or Charge for the provision of Utility Services is designated by reference to a specific period of time, the cost for a lesser period of time shall be calculated on a proportionate basis.

62. If a Consumer is in arrears in payment of any Rates or Charges imposed pursuant to this Bylaw, the Manager may enforce payment by all or any of the following procedures:

- (a) action in any court of competent jurisdiction;
- (b) Shut-Off or discontinuing any Utility Service being supplied to such Consumer after providing not less than five (5) business days' written notice; and/or
- (c) enforcing Court judgement against the Consumer by distress and sale of the goods and chattels of such Consumer wherever such goods and chattels may be found in the County.

WAIVER

63. The Manager may waive any penalty Rate or Charge imposed or levied under this Bylaw if, in the circumstances, the Manager is of the view that doing so is just and equitable.

EXTENSION OF SERVICE AREA

64. Subject to the provisions of this Bylaw, the County shall provide Utility Services within the boundaries of the County as follows:

- (a) The County shall continue to supply Utility Services to all areas of the County that received Utility Services from the County prior to the effective date of this Bylaw.
- (b) Where the County authorizes new development or subdivision for Premises that have not previously been serviced by Utility Services, in accordance with the County's Servicing Standards, the County will ordinarily require the Owner or Developer, as a condition of subdivision or development approval, to connect into the Utility Services at the Owner's or Developer's expense which may include any or all of the following: construction of Water Mains and/or Sewers, Service Connections, and related appurtenances to the satisfaction of the County. Upon issuance of the Construction Completion Certificates for the Water Mains and/or Sewers, Service Connections, and appurtenances and compliance with this Bylaw, the County shall provide Utility Services to the subject property according to the Terms and Conditions of this Bylaw including opening of the Utility Account and payment of applicable Rates and Charges, where the County is able to do so.
- (c) The County may agree to supply Utility Services to Premises that have not previously been serviced by Utility Services, in the absence of new development or subdivision, upon the request of the Owner and the Owner constructing or paying for Water and Sewers, services and related appurtenances.
- (c.1) The County shall supply Utility Services to Premises in accordance with this Bylaw where the Chief Administrative Officer has directed the connection of the Premises to the Water Main and/or Sanitary Sewer in accordance with Section 15.1 or where Premises in the

Bragg Creek Service Area have connected to the Water Main and Sanitary Sewer in accordance with Section 15.2.⁷

- (d) Notwithstanding the above, the County will provide Utility Services at the request of the Owner except in circumstances where the County is unable to provide Utility Services for reasons including:
1. capacity limitations of the Water Mains, Water Facilities, Sewers, or Sewer Facilities;
 2. operational limitations of the Utility Services;
 3. damage to the Water Mains, Water Facilities, Sewers, or Sewer Facilities;
 4. contractual restrictions;
 5. restrictions resulting from applicable federal, provincial or County legislation, bylaws, regulations or directives.

⁷ Bylaw C-7844-2018, *2018 Water/Wastewater Utilities Amending Bylaw*

SCHEDULE "B"

TERMS AND CONDITIONS OF SERVICE– WASTEWATER SERVICES

USE OF PUBLIC SEWER

1. Restricted Discharge

- 1.01** No Person shall discharge into any Storm Sewer or Natural Outlet within the County or in any area under the jurisdiction of the County any Wastewater or other Polluted Wastes.
- 1.02** No Person shall discharge any treated or untreated water, Wastewater or other Polluted Wastes into the Wastewater Facilities unless through an approved connection complying with the provisions of this Bylaw and the Regulations.

2. Installation and Connection of Toilet Facilities

Where required by the Chief Administrative Officer in accordance with Section 15.1 of Schedule "A", the application of Section 15.2 of Schedule "A", subdivision approval, development permit, County servicing standards or a government authority having jurisdiction, the Owner of each Premises used for human occupancy, employment, recreation or other purpose located on property lying along the Sanitary Sewer shall install suitable toilet facilities therein and connect such facilities directly with the Sanitary Sewer.⁸

3. Restricted Facilities

Except as permitted by this Bylaw (including, without restriction, pursuant to Sections 4 to 8, inclusive, of this Schedule), or the Regulations, no Person shall construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the collection or disposal of Wastewater.

PRIVATE WASTEWATER DISPOSAL

4. Sanitary Sewer Not Available

With the exception of Premises which come within the scope of Section 2 of this Schedule or Premises which are not located along the line of any Sanitary Sewer, the toilet facilities in any house or other building on such property shall be connected to a Private Wastewater Disposal System complying with the provisions of this Bylaw and the Regulations, as well as the requirements of any applicable subdivision or development approval or permit applicable to the said property.

5. Requirements for Private Wastewater Disposal

- 5.01** The type, capacity, location, and layout of a Private Wastewater Disposal System shall comply with all requirements of the Alberta Private Sewage Disposal Regulations or the Regulations (as applicable) and all code requirements contemplated thereunder, and all County requirements.

⁸ Bylaw C-7844-2018, *2018 Water/Wastewater Utilities Amending Bylaw*

- 5.02 No Private Wastewater Disposal System shall discharge to any Storm Sewer or Natural Outlet.

6. Connection to Sanitary Sewer and Remediation of Private Wastewater Disposal System

Where connection to the Sanitary Sewer is required by the Chief Administrative Officer in accordance with Section 15.1 of Schedule "A", the application of Section 15.2 of Schedule "A", subdivision approval, development permit, County servicing standards or a government authority having jurisdiction, any existing Private Wastewater Disposal System shall be abandoned, cleaned of sludge and filled with dirt or pit-run gravel, or removed and replaced with fill material approved by the Chief Administrative Officer at the Owner's sole cost and expense.⁹

7. Operation of Private Wastewater Disposal

The Owner of a property shall at all times operate and maintain in a sanitary manner any Private Wastewater Disposal System located on such property, and in compliance with all Regulations and all laws.

8. Hauling Wastewater for Treatment

Every Person delivering Wastewater to any Sanitary Sewer, Wastewater Facilities and Wastewater Treatment Plant for treatment shall:

- 8.01 ensure that the Wastewater delivered does not include any Prohibited Wastes or any wastes in excess of that permitted in this Bylaw or any Polluted Wastes as described in Section 26 of this Schedule;
- 8.02 prior to disposal of the Wastewater:
 - (a) provide for the weighing or other measuring of material being disposed of in a manner as the County may require;
 - (b) provide such information with respect to the Wastewater as the County may require; and
 - (c) permit samples of the Wastewater to be taken and analyzed;
- 8.03 comply with all of the rules and regulations of the County with respect to the disposition of the Wastewater;
- 8.04 pay the Rates and the Charges as set by the County from time to time; and
- 8.05 discharge the Wastewater only at the designated locations at any Wastewater Facilities or the Wastewater Treatment Plant.

SEWER SERVICE CONNECTIONS

9. Approval

⁹ Bylaw C-7844-2018, 2018 Water/Wastewater Utilities Amending Bylaw

Unless authorized by the Manager, no Person shall uncover, make any connection with or opening into, use, alter, or disturb any Sanitary Sewer or appurtenance thereof.

10. Maintenance of Service Connections

- 10.01** The County shall maintain Utilities Main Connections from a Sanitary Sewer to the property line at the County's expense.
- 10.02** The Owner of a Premises shall maintain the Service Connection from the property line to the main Cleanout, at the Owner's expense.

11. Abandonment of Service Connections

- 11.01** The Manager may declare a Service Connection abandoned if:
 - (a)** use of the Service Connection is discontinued for six (6) consecutive months or more;
 - (b)** there is no building on the Premises and no building is currently being constructed; or
 - (c)** there is no Utility Account in respect of the Premises.
- 11.02** Where the Manager has declared a Service Connection to be abandoned, the Manager may require the Owner to take any steps that the Manager considers necessary or desirable for the closure or removal of the Service Connection.
- 11.03** If any Sanitary Sewer connection is abandoned, the County shall, at the Owner's expense, effectively block up such connection at a suitable location within the Owner's property so as to prevent Wastewater backing up into the soil, or dirt being washed into the Sanitary Sewer.

12. Separate Service Connection Required

A separate Service Connection shall be provided for every building except that, if a new building is constructed at the rear of an existing building and, in the opinion of the Manager, it is not practicable to construct a separate Service Connection to the new building, the Service Connection to the existing building may be extended to the new building.

13. Re-use of Service Connections

- 13.01** An existing Service Connection may only be used to provide service to a new building with the Manager's approval.
- 13.02** Under no circumstances will any Person be allowed to re-use a No-Corrode Service Connection to provide service to a new building.

- 13.03** The County shall be responsible for all costs incurred in constructing a new Utilities Main Connection if the old pipe is deemed unacceptable for reuse, and no upsizing of the pipe is required.
- 13.04** The Owner of a Premises shall be responsible for all costs incurred by the County in constructing a new Utilities Main Connection where upsizing of the old pipe is required.
- 13.05** The Owner of a Premises shall be responsible for all costs incurred by the County in constructing a new Utilities Main Connection to Premises that were not previously serviced or where additional Utilities Main Connections are required.

14. Requirements for Service Connection

- 14.01** The size, slope, alignment and materials used in construction of a Service Connection and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench shall all conform to the requirements of the Regulations in the case of the private Service Connection and the Design Manual and the Construction Manual in the case of the Utilities Main Connection.
- 14.02** In the absence of applicable provisions in the Regulations, the materials and procedures set forth in standards published by the American Society of Testing and Materials, the Canadian Standards Association and American Water Works Association shall apply.
- 14.03** A Service Connection from the main Cleanout to the Sanitary Sewer shall have a minimum diameter of 100mm.
- 14.04** When connecting to a Low Pressure Sanitary Sewer, the Owner shall install an on-lot septic Grinder Pump Station at the Owner's sole cost and expense.¹⁰

15. Wastewater Lifting Required

- 15.01** Whenever practicable, a Service Connection shall be brought to a building at an elevation at least 1.8 meters below finished grade level.
- 15.02** In any buildings in which a Floor Drain, Garage Drain, or other Fixture permitted to be connected to a Sanitary Sewer is too low to permit gravity flow to the Sanitary Sewer, Wastewater carried by such Fixtures shall, at the Owner's expense, be lifted by means approved by the County and discharged to the Service Connection and the Sanitary Sewer.

16 Restricted Connections to Sanitary Sewer

- 16.01** No Person shall connect any Storm Drain to any Sanitary Sewer nor any Service Connection which in turn is connected directly or indirectly to any Sanitary Sewer.
- 16.02** Unless permitted by the Manager pursuant to this Schedule, no Person shall:

¹⁰ Bylaw C-7844-2018, *2018 Water/Wastewater Utilities Amending Bylaw*

- (a) connect any roof downspout, Weeping Tile, Foundation Drain or Areaway Drain; or
 - (b) collect or direct other sources of surface runoff or ground water;
- to a Sanitary Sewer or to a Service Connection which in turn is connected directly or indirectly to any Sanitary Sewer.

17 New, Altered and Expanded Connections

17.01 No Person shall:

- (a) make, install, alter or expand, remove, or allow the making, installation, alteration, expansion or removal of any Service Connection to a Sanitary Sewer;
- (b) increase the volume of Wastewater being discharged into the Sanitary Sewer;
- (c) alter the composition of Wastewater being discharged into the Sanitary Sewer; or
- (d) commence, re-commence, alter or expand any industrial or commercial activity which results in discharge of Wastewater to the Sanitary Sewer,

without first having obtained prior written approval from the Manager in accordance with this Bylaw.

17.02 The Owner shall make written Application to the Manager requesting approval for the following:

- (a) the installation, alteration, expansion, or removal of a Service Connection to a Sanitary Sewer,
- (b) an increase of the volume of Wastewater being discharged into Sewer,
- (c) altering the composition of Wastewater being discharged into Sewer, or
- (d) commencing, re-commencing, altering or expanding any industrial or commercial activity which results in discharge of Wastewater to the Sanitary Sewer

by submitting an Application to the Manager.

17.03 The Application of the Owner of Commercial Premises shall include a report certified by a Professional Engineer indicating:

- (a) the daily volumes and peak discharges of Wastewater from the Commercial Premises;
- (b) a description of the industrial or commercial activity to be carried on within the Commercial Premises including the particulars of any alteration, expansion or addition;

- (c) the anticipated:
 - (i) Biochemical Oxygen Demand;
 - (ii) Total Suspended Solids;
 - (iii) Fats, Oil and Grease;
 - (iv) Total Phosphorus; and
 - (v) Total Kjeldahl Nitrogen
 in the Wastewater to be discharged from the Commercial Premises;
- (d) the type of waste to be processed or discharged on or from the Commercial Premises including information as to whether or not any Prohibited Waste or Restricted Waste is included in such waste;
- (e) the proposed pre-treatment, flow equalization or mixing facilities to be utilized on the Commercial Premises;
- (f) the location of Test Manholes for Wastewater to be discharged from the Commercial Premises;
- (g) the monitoring equipment to be utilized on the Commercial Premises; and
- (h) such other information as the Manager may request.

17.04 The Manager may allow an industrial or commercial activity to be commenced, re-commenced, altered or expanded and a connection to be made without receipt of the report referred to above if the Manager is satisfied on the basis of the information available that the proposed activity will not have an Adverse Effect on a Sanitary Sewer.

17.05 Where in the opinion of the Manager any source connected to a Sanitary Sewer may produce Wastewater in contravention of this Bylaw, the Manager may order the testing of the characteristics and concentrations of a Wastewater being discharged.

17.06 Should any testing undertaken pursuant to the above provisions disclose that a Wastewater concentration is not in compliance with the Bylaw, the Manager may direct the Owner from which the Wastewater originates to:

- (a) comply with this Bylaw, and the Owner shall forthwith take all action necessary to ensure that the Wastewater complies with the requirements of the Bylaw;
- (b) install, utilize and maintain such monitoring equipment as the Manager or Council deems necessary at the Owner's expense;
- (c) provide the results of such monitoring to the Manager.

17.07 The Owner or Person responsible for the development of the lands shall be responsible for the construction of all private drainage systems and Service Connections, which shall be constructed of approved materials and in accordance with the County's Design Manual and Construction Manual and:

- (a) shall ensure that all Service Connections receive approval from the County prior to construction; and
- (b) shall not backfill the excavation until after the County has inspected the work or has advised that it will not require inspection.

18 Protection of People and Property

18.01 All excavations for works required or permitted by this Bylaw shall be adequately guarded with barricades, lights and other warning devices adequate to protect the public.

18.02 If so required by the Manager, the Owner of a Premises, or any Person engaged in construction of such works, shall immediately provide such additional barricades, lights and other warning devices or safety precautions as the Manager shall deem appropriate.

18.03 Roads, parklands, and other public property disturbed in the course of such works shall be restored in a manner satisfactory to the Manager.

19 Roots

19.01 Tree roots infesting a Service Connection shall be the responsibility of the Owner of the property containing the Service Connection.

19.02 Tree roots infesting a Utilities Main Connection or a Sanitary Sewer shall be the responsibility of the County.

19.03 The proximity to a Service Connection of a tree or trees contributing to the root infestation shall have no bearing on the responsibility of a party to clear the blockage.

20 Root Foaming

No Person shall chemically treat tree roots in a Service Connection without the Manager's approval.

21 Video Inspection or Electronic Line Location

Where a dispute exists as to the responsibility for Sewer Utility Service failures or blockage, a video inspection or an electronic line location may be performed in an attempt to determine the location of the problem. All costs associated with such determination shall be borne by the party responsible for maintaining the portion of the Service Connection, Utilities Main Connection, or Sanitary Sewer as the case may be, where the problem is found to exist.

22 Service Calls

Prior to the County doing any service repairs at a Consumer's request, the Consumer requesting the same shall sign a service call log authorizing the County to make the necessary repairs and invoice the cost in accordance with the Charges as outlined in Schedule "D".

23 Cleanouts

- 23.01** A Service Connection that is connected to a Sanitary Sewer shall be equipped with a main Cleanout with a minimum diameter of 100mm, located not more than 25 meters from the Sanitary Sewer. The main Cleanout shall be located as close as practicable to the point where the Sewer Service Connection leaves the building and in such a manner that the opening is readily accessible and has sufficient clearance (minimum 2 meters horizontally and vertically) for effective rodding, cleaning and video inspection. The Service Connection from the main Cleanout to the property line shall be as straight as possible, and, in any case, the angular sum of all bends installed shall not exceed 135 degrees and it shall not contain a 90-degree elbow.
- 23.02** Generally, the main Cleanout shall be located inside the foundation of a building. If sufficient clearance cannot be provided inside the building, the main Cleanout shall be installed outside the building and as close as practicable to the foundation.
- 23.03** All main Cleanouts shall be a wye fitting and shall be usable and accessible.
- 23.04** No Person shall enclose the main Cleanout in or under partitions, walls or flooring or in any way restrict access to same.
- 23.05** Main Cleanouts installed in a horizontal position below floor level shall be enclosed in an access box.

PROHIBITED/RESTRICTED DISCHARGE

24 Discharge of Uncontaminated Water

No Person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water or unpolluted industrial water to any Sanitary Sewer, except with the approval of the Manager which may be given in a situation where exceptional conditions prevent compliance with this Section, in which case a Rate shall be levied at the Rate set pursuant to the provisions of Schedule "D" for amounts applied to the volume of water estimated by the Manager to have been discharged into the Sanitary Sewer.

25 Discharge of Storm Water

Storm water and all other drainage shall not be discharged into the Sanitary Sewer or Wastewater Facilities.

26 Polluted Wastes

No Person shall discharge, or cause or permit to be discharged, any Wastewater containing Prohibited Waste or Restricted Waste into any Sanitary Sewer. Without restricting the forgoing, no Person shall

discharge, or cause or permit to be discharged, any of the following described Wastewater or wastes into any Sanitary Sewer:

- 26.01** any garbage that has not been shredded so as to pass through a 6mm sieve and is not specifically prohibited in this section;
- 26.02** any water or wastes containing strong acid, iron pickling wastes, or concentrated plating solutions whether neutralized or not;
- 26.03** pollutants, other than those listed in Schedule "E" or Schedule "F", prohibited from being discharged under any Federal or Provincial legislation;
- 26.04** any waters or wastes containing phenols or other taste or odour producing substance, in such concentration as to exceed limits which may be established by the Manager as necessary, after treatment of the Composite Wastewater, to meet the requirements of any Provincial, Federal, or other public agencies having jurisdiction;
- 26.05** wastes which contain, exert, or cause:
 - (a) unusual concentration of inert Suspended Solids, including but not limited to fullers earth, Lime Slurries, and Lime Residue, or of dissolved solids, including but not limited to sodium chloride and sodium sulphate;
 - (b) excessive discoloration, including but not limited to dye, wastes and vegetable tanning solutions;
 - (c) unusual B.O.D., C.O.D., or chlorine requirements in such quantities as to constitute, in the opinion of the Manager, a significant load on a Wastewater Treatment Plant; and
 - (d) unusual volume of flow or concentration of wastes constituting a Slug;
- 26.06** waters or wastes containing substances which are not amenable to treatment or reduction by the Wastewater treatment processes employed by the County, or are amenable to treatment only to such degree that a Wastewater Treatment Plant effluent cannot meet the requirements of other agencies having jurisdiction;
- 26.07** any noxious or malodorous gas or substance capable of creating a public nuisance including, but not limited to, hydrogen sulphide, Mercaptans (Thiols), carbon disulphides, other reduced sulphur compounds, amines and ammonia.

27 Rejection of Polluted Wastes

If any waters or wastes are proposed to be discharged from a Premises to a Sanitary Sewer, which contain any substance or possess the characteristics of any substance enumerated in section 26 or any other substance which, in the opinion of the Manager, would have a deleterious effect upon the Wastewater Facilities or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Manager may:

- 27.01** reject the waters or wastes;
- 27.02** require pre-treatment to an acceptable condition for discharge to the Sanitary Sewers;
- 27.03** require control over the quantities and rates of discharge; and/or
- 27.04** require payment by the Consumer to cover the added cost of handling and treating the wastes not covered by existing Wastewater Rates or other Charges under the provisions of this Bylaw. If the Manager permits the pre-treatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Manager, and to the requirements of all applicable codes, statutes, Bylaws and Regulations.
- 27.05** If preliminary treatment of Wastewater or flow-equalizing equipment is required by the County, the necessary facilities shall be provided by and maintained in satisfactory and effective operation by the Owner at the Owner's expense.

28 Interceptors

- 28.01** Interceptors shall be provided for all garages, restaurants, automotive service stations and vehicle and equipment washing establishments and for other types of business when required by the Regulations or, in the opinion of the Manager, such Interceptors are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, mud or other harmful ingredients.
- 28.02** All Interceptors shall be of a type and capacity which conform to the Regulations and shall be located so as to be readily and easily accessible for cleaning and inspection.
- 28.03** All Interceptors shall be maintained at all times in satisfactory and effective operation by the Owners of the properties on which they are installed at the Owner's expense.
- 28.04** All Interceptors shall be connected to the Sewer unless the Manager shall otherwise stipulate.
- 28.05** If the drainage system in any new commercial or industrial building includes an Interceptor, then a Control Manhole is required.
- 28.06** Garage Drains connected to a Sanitary Sewer, or a Service Connection which is in turn connected to a Sanitary Sewer, must have a mud Interceptor of sufficient size and design to effectively trap solids.

29 Control Manhole

- 29.01** If required by the Manager, the Owner of any property serviced by a Service Connection shall, at the Owner's expense, install and maintain a suitable Control Manhole and other necessary appurtenances to facilitate observation, sampling, and measurement of the Wastewater quality, temperature, rate of flow and other characteristics.

29.02 Any such Control Manhole shall be located wholly on Private Property and constructed in accordance with the Construction Manual and maintained so that it is accessible and in good condition at all times.

29.03 If a Control Manhole does not exist on a Premises, the Control Manhole for that Premises shall be deemed to be the manhole in the Sanitary Sewer which is downstream of and nearest to the point at which the Service Connection servicing the Premises is connected to the Sanitary Sewer.

30 Test Manholes

30.01 A Consumer who carries on an industrial or commercial activity on Commercial Premises which is or will be connected to a Sanitary Sewer, shall provide to the County, at no cost to the County, Test Manhole(s) for the testing of Wastewater from the Commercial Premises.

30.02 The Test Manholes will be constructed in accordance with the applicable Design Manual and/or Construction Manual as established, amended or replaced from time to time.

30.03 The purpose of the Test Manhole is to achieve a discreet Wastewater stream of the Commercial Premise. The Test Manhole shall not be used as collection manhole with multiple Premises discharging into it.

30.04 The Test Manhole shall be:

- (a) located on the Commercial Premises unless the County allows an alternative location;
- (b) constructed and maintained at the expense of the Owner of the Commercial Premises;
- (c) accessible at all times by the County (accessible includes access by a vehicle);
- (d) constructed in accordance with the County's Construction Manual; and
- (e) maintained to ensure access and structural integrity.

30.05 The Test Manhole must not be:

- (a) in a parking spot;
- (b) in a high traffic area;
- (c) on a steep bank;
- (d) covered or surrounded by landscaping; or
- (e) located where a vehicle cannot approach directly over the Test Manhole;

30.06 If a Test Manhole has not been installed at a Commercial Premises on which an industrial or commercial activity is occurring, or if the Test Manhole provided is not accessible to the satisfaction of the Manager for the purpose of testing the Wastewater the Manager may give notice in writing, requiring the Owner to:

- (a) construct and install the required Test Manhole in a location that does not conflict with the location of onsite storm water management infrastructure,
- (b) construct and install the required Test Manhole within 30 days of receiving the notice, or as required by the Manager; or
- (c) pay the County that amount of money that the Manager deems necessary to cover the cost of constructing and installing a Test Manhole, which amount will be paid within 30 days of receiving the notice or as required by the Manager.

31 Standards for Sampling and Analysis of Wastes

31.01 All sampling, measurements, tests, and analysis of the characteristics of waters and wastes to which reference is made in this Bylaw shall be determined in accordance with Standard Methods and the Methods Manual for Chemical Analysis of Water and Wastes published by the Alberta Environmental Centre, Vegreville, Alberta, 1996, AECV96-M1, as amended.

31.02 Sampling shall be carried out using customarily accepted methods to determine the effect of constituents upon the Wastewater Facilities and whether there exists a hazard to persons or property. The initial analysis of the discharge from a Premises will determine whether a twenty-four (24) hour Composite Sample of all discharge from such Premises is sufficient. If practicable, the B.O.D. and Suspended Solids analysis will be obtained from 24-hour Composite Samples of all discharges whereas the PH will be determined from periodic Grab Samples.

32 Protection From Damage

No Person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is part of the County.

33 Sewer Service Surcharge

33.01 Any Residential Premises or Commercial Premises where Wastewater is released that contains one or more constituents that is considered Overstrength Wastewater will be subject to a Sewer Utility Service surcharge.

33.02 Sampling for the Sewer Utility Service surcharge program shall be performed as two separate sampling events. The results of each constituent from the two sampling events will be averaged and the averaged value will be used in the surcharge calculation.

- 33.03** An Autosampler will be used whenever possible, however if the use of an Autosampler is not possible then manual Grab Samples may be used to calculate a surcharge factor. Grab Samples procedures for the Sewer Utility Service surcharge program is as follows:
- (a) a minimum of 4 single Grab Samples per sampling event must be used with at least one hour between Grab Samples but not more than 24 hours;
 - (b) results from the two sampling events will be averaged and the average value will be used in the surcharge calculation;
 - (c) all Grab Samples must be of the same volume and taken at the same location; and
 - (d) the Grab Samples for each sampling event will be composited and treated as one sample.
- 33.04** The surcharge factor will be recalculated monthly based on the Water consumption or on Wastewater Meter values if Water consumption data is not available.
- 33.05** The Sewer Utility Service surcharge will remain in effect until the next sampling event. Sampling of a Residential Premises or Commercial Premises for the purpose of the Sewer Utility Service surcharge program will occur no less than four (4) months from the previous sampling period. However this does not apply to sampling or monitoring for compliance with this Bylaw.
- 33.06** In the event that a common Sewer service exists where more than one Premises or Consumer's Wastewater mixes upstream or enters a common manhole and a discrete sample is not possible, the surcharge factor will apply to all Premises or Consumers whose effluent is discharged to that common manhole.
- 33.07** Notwithstanding the forgoing, if a Residential Premises or Commercial Premises experiences an abnormally high surcharge, or makes changes to the pre-treatment system that significantly reduces the effluent strength, at the discretion of the Manager, a request to re-sample the Premises and, if warranted, make an adjustment to the surcharge factor can occur prior to the expiration of the minimum four month period.
- 33.08** If a Consumer requests an adjustment to the surcharge factor as noted above, the Consumer must provide in writing to the Manager:
- (a) a request for review of the surcharge factor;
 - (b) justification for the review including all relevant documentation; and
 - (c) details on changes to or new installation of a pre-treatment system or new procedures and policies that would result in a significant and permanent reduction in the effluent strength.
- 33.09** Prior to a surcharge adjustment being approved by the County the Consumer must wait for a minimum of 2 new surcharges (8 months) to be calculated. The new surcharge

values must be consistently and significantly lower than the requested adjustment surcharge Rate for an adjustment to occur.

HAULED WASTEWATER

34 Restrictions

- 34.01** No Person shall discharge Hauled Wastewater at any location other than at a Wastewater Facility approved by the County and Alberta Environment and Parks for receipt of Hauled Wastewater, unless prior approval is given by the Manager or by Alberta Environment and Parks.
- 34.02** No Person shall discharge hauled storm water, or Hauled Wastewater at a Wastewater Facility approved by the County for receipt of Hauled Wastewater without prior approval having been given by the Manager or, when and if implemented by the County, a current Hauled Wastewater Permit having been issued by the County for each vehicle used for hauling.

35 Hauled Wastewater Approval or Permits

- 35.01** An approval of the Manager or, when and if implemented by the County, a Hauled Wastewater Permit can be obtained from the County and may be subject to an application fee as set in the Master Rates Bylaw.
- 35.02** A copy of the approval of the Manager or the Hauled Wastewater Permit, as the case may be, must be in the vehicle at all times and be surrendered to a County employee or designate upon request.

36 Operating Requirements

- 36.01** All loads received at a Wastewater Facility will be subject to a discharge fee based on the legal capacity of the vessel on a per cubic meter Rate as set in the Master Rates Bylaw.
- 36.02** All loads brought to Wastewater Facility shall have a completed Manifest signed by the hauler prior to discharging the Hauled Wastewater.
- 36.03** No Person shall release Hauled Wastewater at a Wastewater Facility other than through a discharge hose placed securely in a discharge portal.
- 36.04** No Person shall release or allow the release of Hauled Wastewater into a Wastewater Facility that contains any of the following:
- (a) grit or skimming's from Interceptors, grease traps, catch basins, pretreatment facilities;
 - (b) Sludge from Interceptors, sumps, catch basins, or pretreatment facilities
 - (c) matter containing a Hazardous Substance or Hazardous Waste;
 - (d) matter containing Prohibited Waste, or Restricted Waste in excess of concentrations permitted under this Bylaw.
- 36.05** It is understood that liquid waste from a domestic source (septic tanks with a field or holding tanks) will be Overstrength Wastewater, however provided that the Hauled Wastewater consists only of Domestic Wastewater and contains no Prohibited Waste or Restricted Waste, the Hauled Wastewater shall be accepted at a Wastewater Facility at the discretion of the Manager.
- 36.06** The operations staff of a Wastewater Facility has the right to reject or halt the release of any load suspected to be out of compliance with this Bylaw.
- 36.07** If the Hauled Wastewater load is rejected the hauler must provide to the County:
- (a) completed and signed Manifest;

- (b) detailed description of the events leading to the removal of the Hauled Wastewater from the generator;
- (c) procedures to be put in place to prevent a similar event from occurring again;
- (d) the treatment method and final disposal location of the contravening Hauled Wastewater;

All reporting must be submitted to the County within 7 calendar days of the incident. Failure to do so will result in the cancellation or suspension of the approval of the Wastewater hauler, or when and if applicable the Hauled Wastewater Permit, and all privileges to use the liquid waste transfer facility revoked.

36.08 The Manager may revoke or suspend an approval of a Wastewater hauler or, when and if applicable, a Hauled Wastewater Permit in the event this Bylaw is not complied with.

GENERAL

37 Authority to Sample

The Manager may from time to time determine by sampling and analysis the characteristics of the Wastewater being discharged into the Wastewater Facilities from any Premises which by reason of the type of industry or business being conducted or operated thereon, or for any other reason is, in the Manager's opinion, likely to produce Wastewater with concentrations of harmful or deleterious substances which exceed those permitted under this Bylaw or other applicable legislation, and shall maintain a record of each such analysis.

38 Duration of Sampling and Analysis

The Manager may take and analyze samples over a period which, in the Manager's opinion, is sufficient to permit determination of the quality of the average effluent from a Premises under normal conditions.

39 Request for Additional Sampling

If the Owner of a Premises to which a Wastewater surcharge is applicable is of the opinion that the degree of concentration of the Wastewater discharge from the property has been reduced from that shown in a test made by the Manager, such Owner may ask the Manager to make a further test at the Owner's expense.

40 Special Agreements

This Bylaw shall not be construed so as to prevent any agreement or arrangement between the County and any Person whereunder the County may accept Industrial Wastewater of unusual strength or character for treatment.

41 Garbage Grinders

The installation of any garbage grinder equipped with a motor of 560 watts or greater shall require the approval of the Manager.

SCHEDULE "C"

TERMS AND CONDITIONS OF SERVICE – WATER SERVICES

ADMINISTRATION OF WATER SUPPLY

1. Authority to Shut Off in Emergency

Notwithstanding any other provision in this Bylaw, in the event of an Emergency, the Manager may shut off the Water supply without prior notice to a Consumer, a group of Consumers or a geographical area.

2. Supply of Water

- 2.01 With the exception of Private Water Systems and pre-existing Water providers, the County shall be the sole provider of potable Water within the boundaries of the Service Area of the County.
- 2.02 The County does not guarantee the pressure nor the continuous supply of Water and the County may at any time, without notice, change the operating Water pressure and Shut-Off Water.
- 2.03 Any Person requiring a continuous and uninterrupted supply or pressure of Water or having processes or equipment that require particularly clear or pure Water shall provide such facilities as that Person considers necessary to ensure a continuous and uninterrupted supply, pressure or quality of Water.
- 2.04 Where required by the Chief Administrative Officer in accordance with Section 15.1 of Schedule "A", the application of Section 15.2 of Schedule "A", subdivision approval, development permit, County servicing standards or a government authority having jurisdiction, the Owner of each Premises used for human occupancy, employment, recreation or other purpose located on property lying along the Water Main shall connect such Premises directly with the Water Main.¹¹
- 2.05 Where connection to the Water Main is required by the Chief Administrative Officer in accordance with Section 15.1 of Schedule "A", the application of Section 15.2 of Schedule "A", subdivision approval, development permit, County servicing standards or a government authority having jurisdiction, the Owner of the Premises shall disconnect the Private Water System from the building(s) located on the Premises at the Owner's sole cost and expense.¹²
- 2.06 In no case shall a Private Water System be connected to any Utilities Main Connection or Water Facilities of the County, unless specifically agreed upon by the County.

¹¹ Bylaw C-7844-2018, *2018 Water/Wastewater Utilities Amending Bylaw*

¹² Bylaw C-7844-2018, *2018 Water/Wastewater Utilities Amending Bylaw*

3. Bulk Water Sales

- 3.01** The Bulk Water Facilities designated by the County shall be the only source of potable Water available for use within the County's Service Area, or Water transported from the Service Area for use outside the Service Area where permitted, with the exception of Water incorporated into a manufactured consumer product as described in section 7 of this Schedule or Water otherwise supplied by the County.
- 3.02** Bulk Water may only be purchased at a Bulk Water Facilities designated by the County.
- 3.03** Rates for Bulk Water shall be as set pursuant to the provisions of Schedule "D".

4. Sprinklering

- 4.01** The Manager may at such times and for such length of time as he/she considers necessary or advisable, regulate, restrict or prohibit Sprinklering.
- 4.02** In exercising the authority conferred by section 4.01 above, the Manager:
 - (a)** shall cause to be published in a daily newspaper circulated in the County a public notice giving reasonable detail of the regulation, restriction or prohibition of Sprinklering being imposed which may be limited to certain times or which may be unlimited as to time in which latter case, a similar public notice shall be published giving notice of the time of cessation of such regulation, restriction or prohibition.
 - (b)** may regulate, restrict or prohibit Sprinklering in all or any part or parts of the County and in so doing the Manager may provide different times during which different Consumers may Sprinkle by reference to compass direction, Roads, odd and even street addresses, or in such other manner as the Manager in his absolute discretion considers appropriate.
- 4.03** After providing not less than twenty four (24) hours prior written notice, the Manager may cause the Water supply to any Consumer who causes, permits or allows Sprinklering in contravention of any such regulation, restriction or prohibition to be Shut-Off until such Consumer undertakes to abide by and comply with such regulation, restriction or prohibition in a form acceptable to the Manager.

RESTRICTION OF WATER SUPPLY

5. General

- 5.01** No Consumer shall operate, use, interfere with, obstruct or impede access to Water Facilities or any portion which is on, or in the vicinity of, the Consumer's property in any manner not expressly permitted by this Bylaw, or in a manner contrary to the provisions of this Bylaw.
- 5.02** If a Consumer shall be in breach of section 5.01, after providing not less than twenty four (24) hours prior written notice, the Manager may cause the Water being supplied to such

Consumer to be Shut-Off until the Manager is satisfied that such Consumer has remedied the breach and is otherwise complying with all of the provisions of this Bylaw.

6. Wastage

- 6.01** No Consumer shall cause, permit or allow the discharge of Water so that it runs to waste, whether by reason of leakage from underground piping, a faulty plumbing system or otherwise.
- 6.02** After providing not less than twenty four (24) hours prior written notice, the Manager may cause the Water supply to any Consumer who violates section 6.01 to be Shut-Off until such time as such Consumer establishes to the satisfaction of the Manager that he/she has taken such steps as may be necessary to ensure that any Water supplied to the Consumer by the County will not run to waste.
- 6.03** Notwithstanding the foregoing, the Manager may under such conditions as he/she considers reasonable allow a Consumer to discharge Water so that it runs to waste if such Consumer's Water service would otherwise be susceptible to freezing, or if it is required to maintain Water quality.
- 6.04** Water permitted to run to waste as described in section 6.03 shall be metered and charged for where the potential for freezing is the result of a shallow or unprotected Service Connection.

7. Use of Water

- 7.01** No Consumer shall:
 - (a)** lend or sell Water, unless such Water has been incorporated into a manufactured consumer product, which the manufacturer is licensed to manufacture, such as but not limited to ice and soft drinks;
 - (b)** give away or permit Water to be taken;
 - (c)** use or apply any Water to the use or benefit of others;
 - (d)** increase the usage of Water beyond limits agreed upon with the County; or
 - (e)** wrongfully waste Water.
- 7.02** Section 7.01 does not apply to Water purchased from a Bulk Water Facility designated by the County.

8. Investigation into Water Supply Service Failure

- 8.01** If a Consumer shall complain of a failure or interruption of Water supply, and investigation of the complaint necessitates excavation, the Consumer shall, prior to the excavating being done, deposit with the County a Deposit for the Charge as estimated by the Manager based upon the anticipated actual cost of performing the excavation.

8.02 If the failure or interruption was caused by the County, its Water Main or its Utilities Main Connection, such Deposit shall be refunded.

8.03 If the failure or interruption was caused by the Service Connection, the actual cost of such excavating shall be paid by the Consumer and the Deposit paid pursuant to section 8.01 shall be applied towards payment of such cost.

9. Service Calls

If a Consumer requests a service call and the County's employee responding to the call is for any reason unable to enter the Consumer's Premises, the Consumer shall pay a Charge as established pursuant to Schedule "D".

10. Noise and Pressure Surges

10.01 No Consumer shall cause, permit, or allow any apparatus, fitting or fixtures to be or to remain connected to the Consumer's Water supply or allow such Water supply to be operated in such a manner as to cause noise, pressure surges or other disturbance which may in the opinion of the Manager result in annoyance or damage to other Consumers of the Water Facilities.

10.02 After providing not less than twenty four (24) hours prior written notice, the Manager may Shut-Off the Water supply to any Consumer who is in breach of section 10.01.

10.03 Any Water supply Shut-Off pursuant to section 10.02 shall not be restored until the Consumer has ceased to be in breach of section 10.01.

11. Operation of Valves

11.01 Unless authorized by the Manager, no Person shall turn on or off a Water Service Valve or any other valve or valves in the Water Facilities.

11.02 Unless authorized by the Manager, no Person shall turn on a Water Service Valve which has been turned off on the instructions of the Manager.

12. Trespassing

No Person shall trespass on any property which is utilized or operated by the County.

13. Operation of Fire Hydrants

13.01 No Person other than authorized County employees or County fire department employees shall operate or tamper with a Fire Hydrant under any circumstances.

13.02 Fire Hydrants shall not be used for any purpose other than fire protection, unless authorized by the Manager.

- 13.03** No Person shall allow anything to be constructed, placed, erected or planted adjacent to a Fire Hydrant, which may in any way interfere with access to, use, maintenance or visibility of the Fire Hydrant.
- 13.04** If requested by any Person for any reason which the Manager deems appropriate, the Manager may, at such Person's expense, permit the relocation, raising or lowering of a Fire Hydrant situated on County property.
- 13.05** Prior to a Fire Hydrant being relocated, raised or lowered pursuant to section 13.04, the Person requesting the same shall pay to the County the Charge for the work as estimated by the Manager based upon the actual anticipated costs of such work.
- 13.06** The County may require that a Fire Hydrant be installed on Private Property at the expense of the Owner of the property.
- 13.07** No Person shall use Water from a Fire Hydrant located on Private Property for any purpose other than fire protection.
- 13.08** Any Person owning or occupying a property with a Fire Hydrant adjacent to such property shall be responsible for clearing snow and cutting weeds or grass around the Fire Hydrant in a manner that allows the Fire Hydrant to be clearly visible and accessible from the point on the Road closest to the Fire Hydrant.
- 13.09** If a Fire Hydrant is equidistant from two properties:
- (a) the Owner and Occupant of the property immediately to the north or west of the Fire Hydrant shall comply with the provisions of section 13.08 in even numbered years; and
 - (b) the Owner and Occupant of the property immediately to the south or east of the Fire Hydrant shall comply with the provisions of section 13.08 in odd numbered years.

CONTAMINATION

14. Flow Prevention / Cross Connection Control

- 14.01** No Consumer shall cause, permit or allow to remain connected to his/her Water supply system any piping, fixture, fitting, container or other apparatus which may cause water from a source other than the Water Facilities or any other actual or potentially harmful or deleterious liquid or substance to enter the Water Facilities.
- 14.02** Flow prevention devices shall be present where a contaminant could enter the Water Facilities, and at all Commercial Premises and:
- (a) flow prevention devices shall be tested annually by a certified technician and the "passed" inspection report shall be submitted to the Manager; and

- (b) inspection, maintenance and repair of flow prevention devices is the responsibility of the Owner.
- 14.03** If a condition is found to exist which is contrary to section 14.01, the Manager shall, depending on the nature of the hazard:
 - (a) carry out an inspection and issue such order or orders to the Owner, Consumer or other Person as may be required to obtain compliance with section 14.01; or
 - (b) without prior notice Shut-Off the Water service or services.
- 14.04** If the Owner, Consumer or other Person to whom the Manager has issued an order fails to comply with that order, the Manager in his discretion may:
 - (a) give notice to the Person to whom the order was directed to correct the fault at the expense of such Person within a specified time period and if the notice is not complied with the Manager may then Shut-Off the Water service or services; or
 - (b) without prior notice Shut-Off the Water service or services.
- 14.05** Any Water supply so Shut-Off shall not be restored until the breach of section 14.01 has been remedied.

METERS

15. General

- 15.01** All Water supplied by the County through a Service Connection shall be measured by a Meter owned, installed and maintained by the County unless otherwise provided under this Bylaw or a special agreement is entered into between the County and an Owner.
- 15.02** All Meters except subsidiary Meters as described in Section 17 of this Schedule shall be supplied, owned and maintained by the County unless otherwise provided by this Bylaw or a special agreement is entered into between the County and an Owner.

16. Installation Responsibility

- 16.01** Meters shall be supplied and installed by the County at the expense of the Owner and shall thereafter be maintained by the County at the County's expense.
- 16.02** All Meters supplied to replace obsolete Meters shall be supplied and installed by the County at the expense of the County.
- 16.03** Notwithstanding section 16.02, any re-sizing during the replacement of obsolete Meters shall be subject to section 23 of this Schedule and conditions contained therein, except where re-sizing is a requirement of the County.

17. Subsidiary Meter

A Consumer may, for his/her own benefit, and at his/her own cost, install a Meter between the Meter supplied by the County and the point of use of the Water supply, provided that the County shall under no circumstances be required to maintain or read such Meter. A subsidiary Meter shall remain the property of the Consumer.

18. Provision of a Meter Setting

- 18.01** If constructing a new building, or reconstructing an existing building, an Owner shall make provision acceptable to the Manager for the installation of a Water Meter.
- 18.02** In so doing, the Owner shall ensure that the Meter is installed in accordance with the Construction Manual.
- 18.03** Any Consumer:
- (a) whose Water supply is not metered, or
 - (b) whose Meter is not positioned to the satisfaction of the Manager, shall, at the Consumer's expense, arrange for installation of a new Meter or for the Meter to be moved, as the case may be.

19. Special Meter Readings

A Consumer who asks the County for a special Meter reading shall pay the Charge specified in Schedule "D".

20. Testing or Calibration on Disputed Meter Reading

- 20.01** If a Meter reading is disputed by either the County or a Consumer, the party disputing the reading shall give written notice to the other party. Following such notice, the Meter in question shall be tested or calibrated by a Person appointed by the County.
- 20.02** If the Meter is found to be accurate within 97% to 103% of the Water passing through it, the cost for the test or calibration shall be borne by the party disputing the reading .
- 20.03** If the Meter is found not to be accurate within those limits:
- (a) it shall be forthwith repaired or replaced and the cost, as well as the expense of the test or calibration, shall be borne by the County;
 - (b) the accounts based upon the readings of that Meter during the period of six (6) months immediately preceding the date of the test or calibration shall be corrected to reflect the error in the Meter and the Consumer shall pay, or there shall be refunded to the Consumer, as the case may be, the amount so determined, which payment or refund shall be accepted by both the County and the Consumer in full settlement of any claim arising out of the error in the Meter.

21. Meter Chamber

If, in the opinion of the Manager, a building or other location to be supplied with Water does not have an acceptable site for the installation of a Meter, the Owner shall, at the Owner's expense, construct on the property line a container for a Meter, such container to be satisfactory to the Manager in all respects, including siting, construction, size and access. The Owner shall, at the Owner's expense, thereafter maintain such container to the satisfaction of the Manager.

22. Meters and Services

- 22.01** The County shall not be obligated to supply more than one Meter for each Water service to any one building.
- 22.02** For each additional Meter supplied by the County to a single building, the Owner shall provide, at his expense, a separate Water service.
- 22.03** If a building other than a Single Family Residence is to be constructed over more than one Lot, a separate Water and Sewer Service Connection and Meter is required for each portion of such building situated on a separate Lot, unless the Manager otherwise permits.
- 22.04** If an existing property is to be subdivided into separate Lots, a separate Water and Sewer Service Connection and one Meter is required for each additional Lot.
- 22.05** A condominium may have one Water and Sewer Utilities Main Connection for the entire condominium parcel, in which event there may be one Meter with the Utility Account in the name of the condominium corporation.

23. Meter Size

The size of a Water Meter shall be determined as follows:

- 23.01** The maximum size of the Meter shall not exceed the size of the Service Connection.
- 23.02** If the Service Connection is a Combined Service, the internal diameter of the private service branch off the Fire Line shall determine the Meter size for the purpose of sections 23.01 and 23.02.
- 23.03** If a Consumer requires that an existing Meter be replaced with one of a different size, the Consumer will be directly responsible for all necessary plumbing modifications.
- 23.04** If considered appropriate by the Manager, a request to re-size a Meter may be withheld pending a review of consumption history, usage patterns and maximum flow requirements. Where the review does not support the Consumer's request, a Charge for the review may be charged to the Consumer pursuant to Schedule "D".
- 23.05** Where required by the County for its purposes, appropriate size verification shall be performed by the County at no cost to the Consumer.

24. Non-Registering Meter

- 24.01** If it is determined, otherwise than pursuant to section 20, that a Meter has failed to properly record the flow of Water, the Manager shall estimate the flow of Water based on usage during the same period in the previous year or on the past 3 months if the previous year's usage is not available, and render an account in accordance with such estimate.

- 24.02** A Consumer shall immediately notify the Manager of any breakage or stoppage of a Meter or any irregularity in its operation.

25. Protection of Meter

- 25.01** A Consumer shall adequately protect the Meter on the Consumer's property against freezing, heat and any other internal or external damage failing which such Consumer shall pay to the County the cost of repairing the Meter.
- 25.02** No Person shall obstruct, interfere with, or impede direct, safe and convenient access to any Meter for the purpose of the installation, inspection, removal, replacement, repair and reading of such Meter.
- 25.03** No Person shall break or tamper with any Meter, Remote Reading Device, Communication Wire or Seal.
- 25.04** A Consumer may only relocate, alter or change an existing Meter with the written approval of the Manager and at the Consumer's expense.
- 25.05** If a Meter is removed or stolen, the Owner of the Premises on which it was located shall pay the cost of acquiring and installing a replacement Meter.

26. Reading

- 26.01** If practicable, all Meters shall be read at least once every two months. If any Meter cannot be read within such period, the Manager may estimate the flow of Water upon such basis as he considers to be fair and equitable and render an account.
- 26.02** In any event, every Meter must be read at least once in each twelve (12) month period and if in any case a reading cannot be so made as a result of the Consumer's actions or inactions, after providing not less than thirty (30) days prior written notice to the Consumer, the Manager may Shut-Off the Water supply to the Meter in question until such time as the County is able to obtain a reading.
- 26.03** Any Meter not having a Remote Reading Device will be assessed an amount reflecting the increased cost of obtaining Meter readings. This Rate will be levied on a monthly basis in accordance with the prevailing Rates set pursuant to the provisions of Schedule "D"

27. By-passes

- 27.01** Any Owner having a Meter 50mm in size or larger may apply to the County for a bypass. If approved, a by-pass is to be constructed and maintained in accordance with the Construction Manual, at the Owner's expense. All by-passes are to be Sealed or locked by the County and shall be opened by authorized County employees only in the case of an Emergency.

27.02 A Consumer shall be responsible for payment for Water supplied through a bypass, but not recorded on the Meter on such Consumer's property, and the account for such Water shall be based on the volume of Water estimated by the Manager.

(a) No Person shall tamper with or open a bypass.

(b) If a Consumer shall breach section 27.02(a), the Manager may shut off the Water supply to such Consumer until arrangements acceptable to the Manager have been made for estimating the volume of, and payment for, Water supplied through a bypass, but not recorded on the Meter.

28. Meter Valving

28.01 All Owners shall, at the Owner's expense, supply and maintain valves on both sides of and within 300mm of the Meter, regardless of size.

28.02 The main shut-off valve shall be located immediately inside a building at the point where the Water service enters through the floor.

29. Remote Reading Devices

29.01 The County shall supply and install Remote Reading Devices on all Premises receiving Water service from the County at the cost of the Consumers.

29.02 The location of a Remote Reading Device shall be at a location as determined by the County.

29.03 Subject to the Manager's approval, a Remote Reading Device may be relocated at any time at the Consumer's expense.

29.04 In the case of new construction, and if required by the County, the Owner shall, at the Owner's expense, install conduit for a Remote Reading Device for each Meter. Any such conduit shall meet the specifications in the Construction Manual.

29.05 All Remote Reading Devices shall be owned and maintained by the County.

29.06 If at any time there shall be a conflict between the reading recorded on a Remote Reading Device and the main Meter, the reading recorded by the main Meter shall be deemed to be accurate. When an adjustment is required, the same procedure as described in 20.03 of this Schedule will be applied.

30. Construction Meters

30.01 For the purpose of providing temporary Water services during construction, the County may install a construction Meter.

30.02 Construction Meters shall have a maximum size of 19mm.

31. Water Service Surcharge

- 31.01 Any Residential Premises or Commercial Premises where Water is consumed in excess of service commitments or capacity allocations to the Consumer, or in excess of such other service restrictions and limitation as the County may impose from time to time, will be subject to a Water service surcharge.
- 31.02 Metering for the Water service surcharge shall be performed through the applicable Meter servicing the said Premises.
- 31.03 The surcharge factor will be recalculated monthly based on the Water consumption Meter values.
- 31.04 The Water service surcharge will remain in effect until the next month-end metering demonstrating that the consumption is within the requirements imposed.

SERVICES AND SERVICING

32. Plumbers and Plumbing Contractors

All Persons doing any work or service upon a Service Connection or the plumbing system attached thereto shall comply with the Regulations, the Design Manual, and the Construction Manual.

33. Re-use of Water Services

- 33.01 An existing Utilities Main Connection and Service Connection may only be used to provide service to a new building with the Manager's approval.
- 33.02 Under no circumstances will any Person be allowed to re-use a lead Utilities Main Connection or Service Connection to provide service to a new building.
- 33.03 The County shall be responsible for all costs incurred by the County in constructing a new Utilities Main Connection if the old pipe is deemed unacceptable for reuse, and no upsizing of the pipe is required.
- 33.04 The property Owner shall be responsible for all costs incurred by the County in constructing a new Utilities Main Connection where upsizing of the old pipe is required.
- 33.05 Existing 19mm diameter Service Connection may be re-used in conjunction with the development of single detached Dwelling Units, except where fire sprinklering is required. Re-use of a single 19mm diameter service in conjunction with the development of duplex or semi detached dwelling will be permitted if the Consumer can demonstrate that the necessary capacity exists to meet the fixture-unit Water demand and no subdivision of the property is intended or required.

34. Fire Protection Service

- 34.01 A Combined Service or Fire Line shall not be installed without the prior approval of the Manager.
- 34.02 A Fire Line shall be used only for fire protection purposes.

- 34.03 If the Manager shall determine that a Meter should be affixed to a Fire Line, a Meter shall be supplied and installed in a manner satisfactory to the Manager at the Consumer's expense.

35. Temporary Water Service

- 35.01 If for any reason a temporary Water service is required, the Applicant shall pay to the County in advance the cost of its construction and abandonment as estimated by the Manager based upon the anticipated actual cost of the temporary Water service.
- 35.02 Application for a temporary Water service shall be made in accordance with Schedule "A".
- 35.03 A Meter shall be installed on a temporary Water service at a location approved by the Manager.

36. Discontinuation of Service

- 36.01 No Person shall cause, permit or allow to be demolished or removed, a building connected to a Water Main until application has been made to the Manager for the discontinuation of Water service.
- 36.02 If the potential for re-use of the Water service exists, or for any other reason the Manager deems acceptable, the Water service may be temporarily disconnected at the property line at the cost of the Owner. If a temporary discontinuation is allowed and thereafter, for any reason the Manager deems it necessary to do a Service Kill, a Charge will be made to the Owner pursuant to Schedule "D".
- 36.03 If, in the Manager's opinion, a temporary disconnection is inappropriate, a Service Kill shall be performed at the Water Main at the Owner's expense.
- 36.04 If the Water is to be Shut-Off and the Meter removed for the purpose of demolition, the property Owner shall be responsible for all costs associated with such. If the Water cannot be Shut-Off due to a damaged Service Box or Service Valve, the County shall excavate to the Water Service Connection and disconnect the services at the expense of the Owner.

37. Thawing Service

- 37.01 If, in the opinion of the Manager, a Service Connection or the plumbing system connected thereto is frozen, the cost of thawing by the County shall be borne by the Consumer.
- 37.02 If a Utilities Main Connection is frozen and, in the opinion of the Manager, such freezing is a result of a Consumer's negligence, the cost of thawing by the County shall be borne by such Consumer. Otherwise, the cost of thawing shall be borne by the County.

38. Boilers and the Like

In any case where a steam boiler or equipment of a like nature is supplied directly from Water Service Connection, such boiler or other equipment shall be equipped with at least one safety valve, vacuum valve or other device sufficient to prevent collapse or explosion in the event that the Water supply is Shut-Off.

39. Request for Water Turn Off and/or On

If a Consumer requires the supply of Water to be turned on and/or shut off for his own purposes, such Consumer shall pay a Charge pursuant to Schedule "D".

40. Maintenance of the Water Service

- 40.01** The County shall, at its expense, maintain the Water Utilities Main Connection from the Water Main up to the connection with the private Service Connection, including the Service Valve.
- 40.02** An Owner shall, at the Owner's expense, maintain the Water Service Connection from the Owner's building up to and including the connection with the Utilities Main Connection.

41. Protection of Service Boxes

- 41.01** Service Boxes to buildings under construction shall be protected from damage by the Owner from the time the building permit is issued to the time of occupancy.
- 41.02** At all times during construction, the Owner shall keep the Service Box exposed at final grade level and clearly marked with a blue wooden stake.
- 41.03** If the Service Box is damaged prior to the Owner occupying the site the County shall be notified by the Owner prior to application for a building permit, final inspection, or occupancy permit being made.

42. Replacement of Service Boxes

If the installation of a Water and Sewer service or the repair of a Water and Sewer service necessitates excavation at the Service Box, the County may require replacement of the Service Box by the Person doing the installation or repairs. The County will provide a replacement Service Box at no charge if damage to the Service Box is not the fault of the Owner or any prior Owner of the Premises or the Person performing the work. The Owner will pay the cost of installing the replacement Service Box.

43. Verification of Water Service Pressure

Any Person installing a new Service Connection is responsible for verifying that adequate Water pressure exists at the Service Valve. If the County is notified at any time after the connection is made that there is a lack of pressure, and upon inspection it is ascertained that the pressure is inadequate, the Person who installed the service shall be responsible for the cost of re-excavating the Service Valve for the purposes of such inspection.

SCHEDULE "D"

RATES AND CHARGES

1. Rates and Rate Structure

The Rate structure for Utility Services shall be established, amended, and re-established from time to time by County Council pursuant to the County's Master Rates Bylaw, as amended, repealed, or replaced from time to time.

2. Water Rate Structure

The Water Rate structure established from time to time by County Council under the Master Rates Bylaw may include, without restriction, provision for the following Rates:

- a. **Security Deposit** - including, without restriction, a Deposit Rate for:
 - i. Residential Consumer; and
 - ii. Non-Residential Consumer; and
 - iii. Mixed Use Residential Consumer;
- b. **Meter Cost** - including, without restriction, a cost designated for the supply and installation of the respective size of Meter and Service Connection;
- c. **Connection Fee and/or Capital Rate** - including, without restriction, a connection Rate for:
 - i. Residential Consumer; and
 - ii. Non-Residential Consumer;
 - iii. Mixed Use Residential Consumer;
- d. **Account Set-up Fee** – respecting administration for the set-up and commencement of a Utility Account;
- e. **Fixed Water Rate** - including, without restriction, a Rate for:
 - i. Residential Consumer; and
 - ii. Non-Residential Consumer;
 - iii. Mixed Use Residential Consumer;
- f. **Consumption Rate** – including, without restriction, a Rate for:

- i. Residential Consumer; and
 - ii. Non-Residential Consumer;
 - iii. Mixed Use Residential Consumer;
- g. Bulk Water Rate** – where two (2) or more properties are serviced through a single connection point to the Water Main and/or measurement of Water consumption is provided through a single Meter, including, without restriction, a Rate for:
- i. bulk Consumer billed on behalf of two (2) or more Residential Consumers; and
 - ii. bulk Consumer billed on behalf of two (2) or more Non-Residential Consumers;
- h. Surcharge** – respecting consumption of Water in excess of service limitations imposed by the County including, without restriction, a Rate for:
- i. consumption in excess of Water service commitments and/or capacity allocated to such Consumer; and
 - ii. consumption in excess of limitations or restrictions imposed by the County from time to time;
- i. Bulk Water Sales Rate** – respecting Water supplied by or through a Bulk Water Facility;
- j. Security Deposits on Bulk Cards** – respecting card-lock and other security devices required for operation of Bulk Water Facilities;
- k. Franchise Fee** – where applicable and as designated under a franchise agreement.
- l. Application Rate** - for temporary Water supply and construction Meter;
- m. Reconnection Rate** – for reinstatement of services after Shut-Off or disconnection for non-payment of account;
- n. Late Payment Interest Rate** - for non-payment of the Utility Invoice on or before the due date stated therein; and
- o. Deposit Interest Rate** – respecting interest paid on a deposit returned to a Consumer.

3. Wastewater Rate Structure

The Wastewater Rate structure established from time to time by Council may include, without restriction, provision for the following Rates:

- a. Security Deposit** - including, without restriction, a Deposit Rate for:
 - i. Residential Consumer; and
 - ii. Non-Residential Consumer;

- iii. Mixed Use Residential Consumer;
- b. Connection Fee and/or Capital Rate** - including, without restriction, a connection Rate for:
 - i. Residential Consumer; and
 - ii. Non-Residential Consumer;
 - iii. Mixed Use Residential Consumer;
- c. Account Set-up Fee** – respecting administration for the set-up and commencement of a Utility Account;
- d. Fixed Wastewater Rate** - including, without restriction, a Rate for:
 - i. Residential Consumer; and
 - ii. Non-Residential Consumer;
 - iii. Mixed Use Residential Consumer;
- e. Consumption Rate** – including, without restriction, a Rate for:
 - i. Residential Consumer; and
 - ii. Non-Residential Consumer;
 - iii. Mixed Use Residential Consumer;
- f. Bulk Wastewater Rate** – where two (2) or more properties are serviced through a single connection point to the Sanitary Sewer and/or measurement of Water consumption for the purposes of establishing volume of Wastewater is provided through a single Meter, including, without restriction, a Rate for:
 - i. bulk Consumer billed on behalf of two (2) or more Residential Consumers; and
 - ii. bulk Consumer billed on behalf of two (2) or more Non-Residential Consumers;
- g. Surcharge** – respecting discharge of Wastewater in excess of bylaw parameters including, without restriction, a Rate for:
 - i. volume Wastewater discharged in excess of standard rate limits;
 - ii. Overstrength Wastewater; and
 - iii. prohibited/restricted discharge of uncontaminated water;
- h. Hauled Wastewater Rate** – respecting Wastewater collected by the County as part of a Wastewater hauling service, or Hauled Wastewater received by the County at

Wastewater Facilities and transported by other parties permitted under this Bylaw including, without restriction, a Rate for:

- i. Residential Consumer; and
- ii. Non-Residential Consumer;
- iii. Mixed Use Residential Consumer;
- i. **Franchise Fee – where applicable and as designated under a franchise agreement.**
- j. **Reconnection Rate** – for reinstatement of services after Shut-Off or disconnection for non-payment of account.
- k. **Late Payment Interest Rate** – for non-payment of the Utility Invoice on or before the due date stated therein.
- l. **Deposit Interest Rate** – respecting interest paid on a deposit returned to a Consumer.

4. Charges

Where specific Rates have not been established by Council for a particular service, the County shall charge for services provided based upon an actual cost recovery basis including but not limited to charges of \$50.00 per hour where County employees perform the service. All hourly rates shall be based upon a minimum two (2) hour basis. Without limiting the generality of the foregoing, the County may establish Charges for the following:

- a. service assists during Normal Business Hours;
- b. service assist outside Normal Business Hours;
- c. Meter accuracy tests;
- d. Service Kills;
- e. temporary Water supply and construction Meters;
- f. temporary disconnection of service;
- g. Shut Off and turn on of Water for benefit of Consumer;
- h. clearing of blocked Sewer, including labour, vehicles and equipment;
- i. Meter re-sizing;
- j. review for Meter re-sizing;
- k. herbicidal root foaming of Service Connections;
- l. location of Service Connections on Private Property;

- m.** thawing of Service Connections or other private service lines;
- n.** repairs or work related to the County property where damage caused as a result of a Person's action, including thawing of frozen Utility Services or mains, and clearing of blocked Utility Services or mains;
- o.** video inspection of services; and
- p.** special Meter reading.

SCHEDULE "E"

PROHIBITED WASTES

Prohibited Waste shall consist of Wastewater containing the following materials:

1. Waste which causes or will cause an Adverse Effect;
2. Any Flammable Liquid or explosive material;
3. A solvent or petroleum derivative including but not limited to gasoline, naphtha or fuel oil;
4. Wastewater having a PH of less than 5.5 or greater than 10.0;
5. Any matter, other than Domestic Wastewater, which by itself or in combination with another substance is capable of creating odours related to but not limited to hydrogen sulphide, carbon disulphide, other reduced sulphur compounds, amines or ammonia outside or in and around a Sanitary Sewer;
6. Pesticides;
7. Unused pharmaceuticals;
8. Wastewater containing materials which by themselves or in combination with other materials become highly coloured and pass through a Sanitary Sewer discolouring the effluent;
9. Solid or viscous substances in quantities or of such size as to be capable of causing obstruction to the flow in a Sanitary Sewer, including but not limited to ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, animal guts or tissues, paunch manure, and whole blood;
10. Radioactive Substances in excess of concentrations greater than that specified under the **Atomic Energy Control Act** and the Atomic Energy Control Regulations or amended versions thereof;
11. Wastewater having a temperature in excess of sixty degrees Celsius;
12. Grit removed from Commercial Premises including but not limited to grit removed from car washing establishments, automobile garages and restaurant sumps or from Interceptors;
13. Any corrosive or toxic Wastewater or other wastes which could adversely affect a Sanitary Sewer or Wastewater Facilities;
14. Wastewater which will create tastes or odours in drinking water supplies making such waters unpalatable after conventional water purification treatment;
15. Wastewater which will be discharged in layers or will form layers;

16. Wastes which will interfere with the disposal of biosolids resulting from municipal Wastewater treatment;
17. Wastes which will cause a violation or non-compliance event in the operating approval for the Wastewater Facilities;
18. Biological Wastes;
19. Storm water drainage or sub-surface drainage unless authorized by Council pursuant to this Bylaw or otherwise;
20. Hazardous Waste or Hazardous Substances;
21. Wastewater containing Restricted Waste, consisting of substances of a concentration, expressed in mg/L, in excess of any one or more of the limits in Schedule "F" of this Bylaw, unless the discharge is in accordance with a valid discharge agreement issued by the County.

SCHEDULE "F"

RESTRICTED WASTES

Restricted Waste shall consist of Wastewater containing the materials listed in excess of the following concentrations:

Aluminum	0.0 mg/L
Ammonia	24 mg/L
Antimony	5.0 mg/L
Arsenic	0.1 mg/L
Benzene	0.01 mg/L
Beryllium	1.0 mg/L
Biochemical Oxygen Demand	1200 mg/L
Bismuth	5.0 mg/L
Boron	5.0 mg/L
BTEX	0.5 mg/L
Cadmium	0.2 mg/L
Chemical Oxygen Demand	2400 mg/L
Chloride	1500 mg/L
Chloroform	0.04 mg/L
Chromium, total	0.37 mg/L
Cobalt, total	5.0 mg/L
Copper, total	1.0 mg/L
Cyanide, total	1.0 mg/L
Dichlorobenzene	0.09 mg/L
Ethylbenzene	0.5 mg/L

Fats, Oils & Grease, animal / vegetable	450 mg/L
Oils & Grease, mineral / synthetic	15 mg/L
Fluoride	10.0 mg/L
Hexachlorobenzene	0.055 mg/L
Hydrocarbons	50.0 mg/L
Iron	50.0 mg/L
Lead, total	0.01 mg/L
Manganese	5.0 mg/L
Mercury	0.1 mg/L
Methylene Chloride (Dichloromethane)	0.1 mg/L
Molybdenum, total	5.0 mg/L
Nickel, total	0.55 mg/L
Nitrogen, Total Kjeldahl	70 mg/L
PCBs (Chlorobiphenols)	0.004 mg/L
Phenol Compounds	1.0 mg/L
Phosphorus, total	12 mg/L
Selenium, total	0.82 mg/L
Silver, total	0.29 mg/L
Sulphate (SO ₄)	1500 mg/L
Sulphides (H ₂ S)	0.3 mg/L
Tetrachloroethane	0.04 mg/L
Tetrachloroethylene	0.05 mg/L
Thallium	0.5 mg/L
Tin	5.0 mg/L

Titanium	5.0 mg/L
Toluene	0.08 mg/L
Total Suspended Solids	1200 mg/L
Trichloroethylene	0.054 mg/L
Vanadium	5.0 mg/L
Xylenes (total)	0.32 mg/L
Zinc, total	0.03 mg/L

SCHEDULE "G"
REMEDIAL ORDER

[METHOD OF SERVICE]

[DATE]
[ADDRESS]

Attention: []:

RE: [Legal Description]_(the "**Property**")

It has come to Rocky View County's attention that you, as the Owner/Occupant of the Property, are in violation of Rocky View County's Water/Wastewater Utilities Bylaw No. C-7662-2017 (the "**Bylaw**") by:

- 1.
- 2.
- 3.

A full copy of the Bylaw is available on Rocky View County's website. A full copy of the **Municipal Government Act**, R.S.A. 2000 Chapter M-26 is available on the Alberta Queen's Printer website.

In accordance with Section 545 of the **Municipal Government Act**, R.S.A. 2000 Chapter M-26, you are HEREBY ORDERED to take the following steps on or before [DATE]:

- 1.
- 2.
- 3.

Please be advised that failure to comply with these directions may result in Rocky View County taking steps at your sole cost and expense to enforce the terms of this Remedial Order. Such enforcement steps include, but are not limited to:

1. Entering upon the Property and taking any action necessary to bring the Property into compliance with the Bylaw in accordance with Section 549 of the **Municipal Government Act**. Such action may include but is not limited to all remedial action set out above including:
 - a)
 - b)
 - c)

2. Registering this Remedial Order against the Certificate of Title to the Property pursuant to the **Land Titles Act** and Section 546.1 of the **Municipal Government Act**;
3. Legal action including, but not limited to, injunctive relief from the Alberta Court of Queen's Bench pursuant to Section 554 of the **Municipal Government Act**; and
4. Issuing a Violation Ticket and seeking the imposition of fines and penalties (maximum fine is \$10,000.00) and a Compliance Order as provided for in Section 566 and 567 of the **Municipal Government Act**.

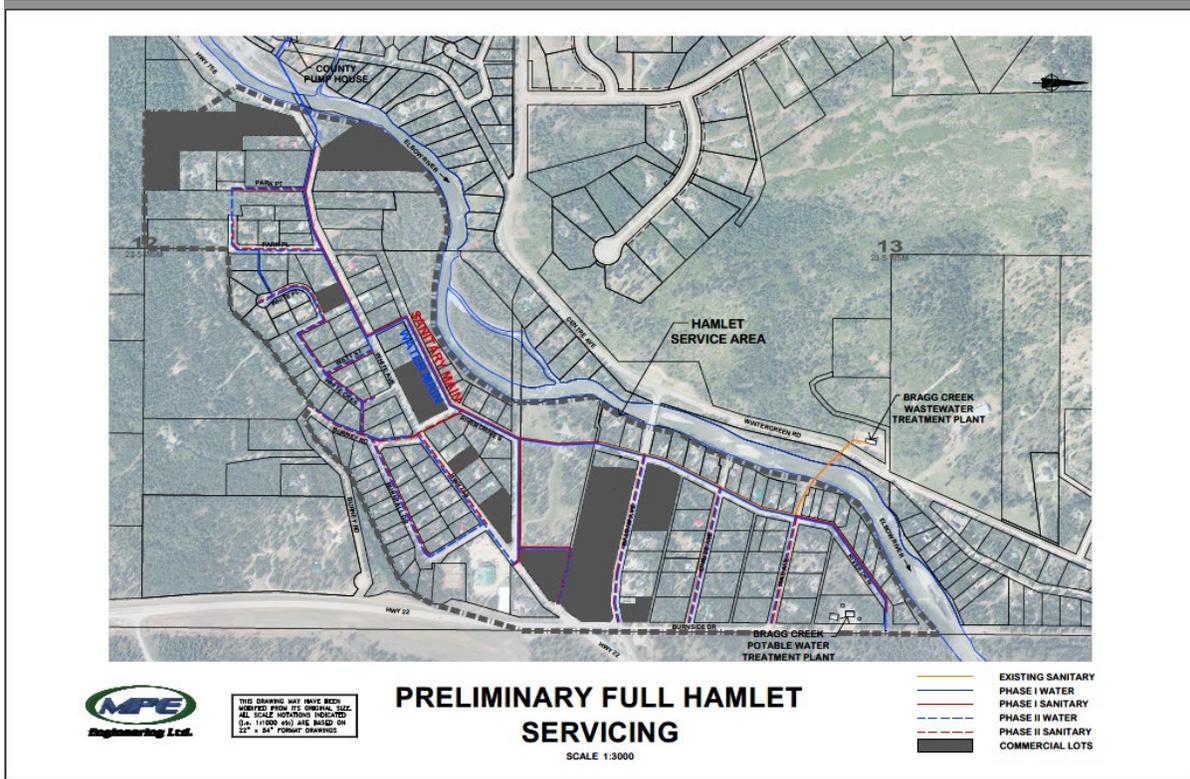
Please be further advised that in the event that you do not comply with the terms of this Remedial Order and Rocky View County is thereby required to take any or all of the above noted enforcement steps, in accordance with Section 553 of the **Municipal Government Act**, the costs of doing so, including but not limited to solicitor and his own client costs, will be added to the tax roll of the Property. Such amounts will form a special lien against the Property, will be deemed to be property taxes, and will be subject to the same collection provisions as property taxes.

You may request that the Rocky View County Council review this Remedial Order in accordance with Section 547 of the **Municipal Government Act** by providing a written request for review of the Remedial Order, including reasons for the request, to the Rocky View County Council within 14 days of receipt of this Remedial Order at the following address: Rocky View County Council, 911-32 Avenue NE, Calgary, Alberta, T2E 6X6, Attention: Chief Administrative Officer.

DATE: _____

SCHEDULE "H"

BRAGG CREEK SERVICE AREA



SCHEDULE "I"

GRINDER PUMP STATION SCHEMATIC

