

**TOWN OF PROVOST
BYLAW NO 04/2017**

BEING A BYLAW OF THE COUNCIL OF THE TOWN OF PROVOST TO PROVIDE FOR THE REGULATIONS REGARDING THE SUPPLY AND DISTRIBUTION OF WATER, THE COLLECTION AND DISPOSAL OF SEWERAGE AND COLLECTION AND DISPOSAL OF GARBAGE AND THE LEVYING AND COLLECTING OF FEES FOR WATER, SEWERAGE AND GARBAGE SERVICES WITHIN THE TOWN OF PROVOST.

WHEREAS pursuant to the Municipal Government Act, R.S.A., 2000 the **Council** of the **Town** deems it appropriate and necessary to:

- i) provide a system for the supply and distribution of **Water**;
- ii) provide a system for the **Sewerage**;
- iii) provide a system for the collection and disposal of **Garbage**;
- iv) provide a recycling program; and
- v) provide for a composting program.

AND WHEREAS the **Town** has:

- i) provided a system for the supply and distribution of **Water**;
- ii) provided a system for **Sewerage**;
- iii) provided a system for the collection and disposal of **Garbage**;
- iv) established a site for recycling of materials;
- v) provides for a pickup of compost materials.

NOW THEREFORE THE COUNCIL OF THE TOWN OF PROVOST DULY ASSEMBLED ENACTS AS FOLLOWS:

1. TITLE

1.1 This Bylaw shall be known as the "Utility" Bylaw.

2. DEFINITIONS

2.1 When not inconsistent with the context word used in the present tense include the future, words in the plural shall include the singular and vice versa and all words and terms are considered to be gender neutral.

2.2 In this Bylaw the following terms, phrases, words and their derivatives shall have the meanings given herein

- A) **"Act"** means the **Municipal Government Act**, Statutes of Alberta 2000, Chapter M26 and all subsequent amendments thereto.
- B) **"Collection Area"** means within the corporate limits of the **Town**.
- C) **"Collector"** means the person or company employed by the **Town** for the purposes of collecting and disposing of **Garbage, Recyclable Items and Compost Items**.
- D) **"Commercial Establishments"** means all buildings or developments which are not considered to be **Householders** and shall include businesses, institutions, recreational facilities, government and industrial establishments.
- E) **"Compost Items"** means compostable materials only including leaves, grass clippings, garden and flower bed clean up waste, and small tree branches less than ¾ inch in diameter and 36 inches in length.
- F) **"Council"** means the **Council of the Town**.
- G) **"Due Date"** means the date shown on the bi-monthly invoice issued by the **Town**.
- H) **"Garbage"** means any item(s) considered to be unwanted or useless materials that are to be disposed of and which are not considered **Recyclable Items or Compost Items**.
- I) **"Householder"** means the owner, occupant, lessee, tenant or any other person in charge of a building or portion thereof where residence of individual(s) is maintained, and shall include Single Family Dwellings, Duplexes, 4-Plexes and Mobile Homes.
- J) **"Recyclable Items"** means items that are intended for recycling and shall include or be limited to:
- i) paper;
 - ii) newspapers and inserts (tied and bagged);
 - iii) computer paper and white bond papers (bagged);
 - iv) magazines and catalogues;
 - v) flattened corrugated cardboard;
- K) **"Service Fees"** means the fee established by the **Town** for the provision of **Water, Sewerage and Garbage** services including **Recyclable Items and Compost Items**.
- L) **"Sewerage"** means the removal and disposal of sewage.

- M) **"Town"** shall mean the **Town** of Provost.
- N) **"Town Administrator"** means the Chief Administrative Officer for the **Town** of Provost and whatever subsequent title may be conferred on that officer by **Council** or statute.
- O) **"Unacceptable Recyclable Items"** shall include but shall not be limited to:
- i) paper items such as paper towels or tissues, carbon paper, plastic laminated, gift wrap, and brown paper bags;
 - ii) cardboard items such as juice cartons, milk cartons, egg cartons, cereal boxes, shoe boxes, food boxes, and detergent boxes.
- P) **"Violation Ticket"** shall mean a ticket as defined in Part 2 of the Provincial Offences Procedures **Act** or a **Town** of Provost Bylaw Ticket.
- Q) **"Water"** shall mean potable **Water** as produced and distributed by the **Town**.

3. SERVICE FEES - RULES AND REGULATIONS

- 3.1 **Service Fees** shall include all fees pertaining to provision of **Water**, **Sewerage** and **Garbage** services including **Garbage** pickup, recycling pickup and compost pickup that is done by the **Town** or under contract for the **Town** by the **Collector**.
- 3.2 **Service Fees** shall be levied and collected bi-monthly from all **Householders** and **Commercial Establishments** being provided with a particular service within the **Town**.
- 3.3 **Service Fees** and **Charges** for **Water**, **Sewerage** and **Garbage** will be established in the Rates & Fees Bylaw.
- 3.4 **Service Fees** shall be placed as a separate charges for **Water**, **Sewerage** and **Garbage** on the utility billings issued by the **Town**.
- 3.5 All accounts are due and payable as established by the **Due Date** shown on the utility billing issued by the **Town**, with payment to be made at the **Town Office**, or at such other place as designated from time to time by **Council**.
- 3.6 In the event a utility billing remains unpaid on the **Due Date**, there shall be added thereto by way of penalty, an amount which shall be two and one half percent (2 ½%) of the unpaid closing utility billing. The said penalty shall be added to and shall form part of the unpaid utility billing.

- 3.7 Failure to receive a billing does not affect the liability of the consumer to pay the account.
- 3.8 **Service Fees** where there is no utility account or where the consumer is levied a **Water** levy but no sanitary sewer levy or vice versa shall be in accordance with 3.3, 3.4, and 3.5 of this Bylaw.
- 3.9 In the event a utility billing account remains unpaid for two (2) consecutive billing periods, the **Town Administrator** or his/her designate shall attempt to contact the customer advising the **Water** service may be shut off unless the account is paid in full within forty eight (48) hours of the date the notice was placed.
- 3.10 If after the forty eight (48) hour period as provided for in 3.9 of this bylaw has elapsed and the account remains unpaid the **Town Administrator** or his/her designate shall request the **Water** service to be turned off unless, in the opinion of the **Town Administrator** or his/her designate, there are extenuating circumstances In which case the matter shall be referred to the Operations Committee for direction as to how to proceed.
- 3.11 In the event a **Water** service has been turned off as provided for in clause 3.10 of this bylaw there shall be added to the customers account a disconnection fee as per the Rates & Fees bylaw . In addition when the customer requests the **Water** to be reconnected they shall be charged a reconnection fee and all fees and past due charges must be paid in full prior to reconnection of the **Water** service.
- 3.12 Any unpaid utility billings by an owner shall be the liability of the owner of the property and shall constitute a debt chargeable to the property in the same manner as taxes, and may be collected and penalized in the same manner as taxes by being added to same.
- 3.13 The Owner of property shall be responsible for the flat fees for water and sewer. In the event a renter does not pay their utility bill the owner of said property shall be responsible to pay for the flat fees from those utility bills.
- 3.14 As flat fees are charged for the maintenance and upkeep of the water and sewerage systems the fee will be charged whether a property is occupied or not, or in use or not.

4. GARBAGE SERVICE RULES AND REGULATIONS

- 4.1 It shall be an offence to place any material or **Garbage** other than the items listed as acceptable for recycling in any of the recycling bins established by the **Town**.
- 4.2 It shall be an offence to place any material or **Garbage** other than the items listed as acceptable for compost in any of the compost bins established by the **Town**.

- 4.3 **Householders** shall place **Garbage** in plastic garbage bags and in a **Garbage** enclosure that will prevent the breakage of same or scavenging from animals.
- 4.4 **Householders** shall place **Compost Items** in the Compost Totter and the Compost Totter shall be placed at the **Householder's** designated pick-up location on the date scheduled for pick-up by the **Town**.
- 4.5 **Commercial Establishments** shall contract private collection firms for the collection and disposal of **Garbage**.
- 4.6 **Householders** shall not burn **Garbage, Recyclable Items or Compost Items** in a burning barrel or unapproved incinerator.
- 4.7 **Householders, Commercial Establishments or Collectors** who delivery **Garbage** to the Regional Landfill site shall be responsible for all fees associated with these deliveries.
- 4.8 **Limitation, there is a three (3) garbage bag limit per household per week.**

5. WATER AND SEWAGE SERVICE RULES AND REGULATIONS

- 5.1 All residential units and **Commercial Establishments** shall be provided with potable **Water** for consumption via the **Town of Provost Water** system.
- 5.2 All **Householders** and **Commercial Establishments** shall if a **Sewerage** system is available be required to connect to the **Town Sewerage** system.
- 5.3 All people or property owners requesting a water and/or sewerage service, after completion of the initial installation of water and sewerage mains, are responsible for the entire cost of said service installations from the main to the building. These cost shall include having any excavation backfilled with gravel and the street pavement (if present) repaired to the satisfaction of the Town Superintendent of Public Works. Any cost incurred by the Town to correct any deficiencies and which are not paid by the property owner shall be collectible in the same manner and subject to the same penalties as taxes.
- 5.4 A meter rental fee is required for a residential or commercial customer prior to the **Water** being connected. This deposit is refundable to the depositor on their request for discontinuance of service and provided all accounts are fully paid.
- 5.5 This deposit shall be paid interest at the rate of zero (0%) percent.

- 5.6 Should a depositor advise the **Town** he is moving to a new location within Provost the options available to the depositor are:
- A) He/she may request the **Town** read the meter at the location from which he/she is moving and any balance remaining to be paid to the **Town** may be paid in full at which time the deposit may be transferred to the new property in full amount;
 - B) He/she may request the **Town** read the meter at the location from which he/she is moving and any balance remaining to be paid to the **Town** shall be deducted from the deposit and the deposit may then be transferred to the new property and the depositor will be required to pay sufficient funds to bring the deposit on hand to the full meter rental fee deposit prior to the new service being connected.
- 5.7 The **Town** may request forty-eight (48) hours notice of connection, reconnection or discontinuance of service.
- 5.8 All owners, tenants or occupiers of a unit shall give every facility for the introduction, placing, inspection and reading of such meter, and shall protect the meter from interference or injury by frost or otherwise, and shall be liable for any damage which may occur to the meter.
- 5.9 Any person permitting any meter to be damaged by frost shall be liable for all costs incurred in repair of the said meter. There will be a minimum repair cost for each meter so damaged. The said charges so made shall be subject to the same penalties and collectibles by the same procedure as taxes levied by the **Town**.
- 5.10 Claims made to the **Town** of meters not working properly shall be accompanied by the meter rental fee deposit before the meter will be removed from service and tested. Should the said meter be found to over read more than three (3%) percent the said person shall be refunded his deposit, however any meter that meets the required previously stated limitations shall be considered to be adequate and the deposit shall be forfeited to the **Town** to cover the costs of removal and testing of the meter.
- 5.11 **Water** services may only be turned on or off by an authorized employee of the **Town**.

SECTION 6 – FIRE HYDRANTS

- 6.1 No person other than an authorized employee of the **Town**, the Fire Chief or other member of the **Town** of Provost Fire Department are authorized to use, open, close or operate or interfere with any valve, hydrant or fire plug, or draw **Water** therefrom.
- 6.2 The Fire Chief or member of the **Town** of Provost Fire Department are hereby authorized to use the hydrants or plugs for the purpose of extinguishing fires, or for making trial of hose pipe, or for fire protection but all uses shall be under the direction and supervision of the said Fire Chief or his/her designate.

SECTION 7 – PENALTY PROVISIONS

- 7.1 Any person who contravenes any provision of this Bylaw is guilty of an offence and may be issued a **Violation Ticket** with a Specified Penalty to be the sum of Two Hundred Fifty Dollars (\$250.00) for the first offence.
- 7.2 A **Violation Ticket** shall be deemed to be sufficiently served if:
- i) it is served personally on the **Householder or Commercial Establishment** ;
 - ii) seven clear calendar days after mailing by regular mail.
- 7.3 Under no circumstances shall any Person contravening any provision of this Bylaw be subject to the penalty of imprisonment.
- 7.4 Notwithstanding Section 7.1 of this Bylaw, any person who commits a subsequent offence under this Bylaw within one (1) year of committing the first offence may be issued a **Violation Ticket** with a Specified Penalty of Five Hundred (\$500.00) for each and every subsequent offence.
- 7.5 Where a contravention of this Bylaw is on a continuing nature, a further **Violation Ticket** may be issued provide however, that no more than one **Violation Ticket** shall be issued for each day that the contravention continues.

SECTION 8 – SEVERABILITY

- 8.1 Should any provision of this Bylaw be invalid, then such invalid provision shall be severed and the remaining Bylaw shall be maintained.

*4/16
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SECTION 9 – EFFECTIVE DATE AND REPEAL

- 9.1 Bylaw 07/2016 is hereby repealed upon passage of this bylaw.
- 9.2 This Bylaw shall be effective upon the passage of third reading and signing.

INTRODUCED AND READ A FIRST TIME THIS 15th day of August 2017.

READ A SECOND TIME THIS 15th day of August 2017.

READ A THIRD TIME THIS 15th day of August 2017.



MAYOR (Ken Knox)



CAO (David Connauton)