Amendments to Water and Wastewater 02-17
Copies of the Bylaw are located at the end of this document

BYLAW	DATE	TYPE
15.21	August 23, 2021	Amendments – Part 1: Definitions; Part 6: Number of Services

TOWN OF DRUMHELLER
WATER AND WASTEWATER BYLAW No. 02-17

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TOWN OF DRUMHELLER

BYLAW No.

WATER AND WASTEWATER BYLAW

A BYLAW REGULATING AND PROVIDING FOR THE TERMS, CONDITIONS, RATES AND CHARGES FOR THE SUPPLY AND USE OF WATER SERVICES AND WASTEWATER SERVICES PROVIDED BY THE TOWN OF DRUMHELLER

WHEREAS, pursuant to section 3 of the *Municipal Government Act* the purposes of a municipality are to provide services, facilities or other things that, in the opinion of council, are necessary or desirable for all or a part of the municipality;

AND WHEREAS, pursuant to section 7(g) of the *Municipal Government Act* a council of a municipality may pass bylaws for municipal purposes respecting public utilities;

NOW THEREFORE the Council of the Town of Drumheller, in the Province of Alberta, duly assembled, enacts as follows:

PART 1 - TITLE AND DEFINITIONS

Bylaw Title

1 This Bylaw shall be known as the “Water and Wastewater Bylaw”.

Definitions

a. “**Account**” means an agreement between a Customer and the Town for the supply of Utility Services of which the terms of the Water and Wastewater Bylaw shall form a part and includes the amounts payable from time to time by the Customer to the Town;

b. “Backflow Preventer” also referred to as a cross connections control device, means a device that prevents flow of water or other liquids, mixtures, or substances into the potable water system from any source or sources other than the intended source.

c. “Backflow Valve” means a device to prevent flow reversal in a Storm Water or Wastewater Sewer connection.

d. “**Chief Administrative Officer**” means the Chief Administrative Officer of the Town and or their delegate;

e. “**Council**” means the municipal council of the Town;

f. “**Cross Connection**” means any temporary, permanent, or potential connection of any piping, fixture, fitting, container or appliance to the Water System that may

allow backflow to occur, including but not limited to: swivel or changeover devices, removable sections, jumper connections, and bypass arrangements;

g. "**Curb Stop**" means a valve connected to a Water Service Line enabling the turning-on and shutting-off of the water supply to a Customer's Property;

h. "**Customer"** means any Person that receives Utility Services and where the context or circumstances so require includes any Person who makes or has made an application for Utility Services or otherwise seeks to receive Utility Services, and also includes any Person acting as an agent or representative of a Customer;

i. "**Emergency**" means a condition that creates an imminent danger or a real possibility of property damage, or personal injury, or when a condition or situation is declared to be an emergency by Council, or the Federal or Provincial Crown, or other civil authority having jurisdiction;

j. "**Engineering Design Standards**" means the Town's Minimum Engineering Design Standards, or in the absence of such standards, generally accepted municipal engineering standards;

k. "**Facilities**" means any infrastructure forming part of:

   i. the Water System, including without limitation: water treatment plants, reservoirs, pumping stations, Water Mains, Water Service Lines, Curb Stops, valves, fittings, fire hydrants, chambers, Meters, Cross Connection control devices and all other equipment and machinery of whatever kind owned by the Town that is used to produce and supply potable water to Customers; or

   ii. the Wastewater System, including without limitation: Wastewater treatment plants, sewage lagoons, pumping stations, Wastewater Mains, Wastewater Service Lines, valves, fittings, chambers, Meters, and all other equipment and machinery of whatever kind owned by the Town that is used for the collection and transmission of Wastewater; as the context requires

l. "**Force Majeure**" means circumstances not reasonably within the control of the Town, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, high water, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, mechanical breakdowns, intervention of federal, provincial or local government or any of their agencies or boards, the order or direction of any court, and any other cause, whether of the kind herein described or otherwise;

m. **"Hazardous Waste"** has the same meaning as in the *Environmental Protection and Enhancement Act* and any regulations thereunder;

n. "**Meter**" means the individual or compound water meter and all other equipment and instruments, including but not limited to, radio frequency units and remote meter reading devices supplied and used by the Town to calculate and register the amount of water consumed relative to the land and buildings that the Meter is designed to monitor;

o. "**MGA**" means the current Municipal Government Act which may be referenced from time to time;

p. **"Multiple Unit"** means a building designed and built to contain three or more dwelling units separated from each other by a fire rated wall with each unit having separate entrances from grade level;

q. "**Municipal Tag**" means a tag or similar document issued by the Town pursuant to the *Municipal Government Act* that alleges a bylaw offence and provides a Person with the opportunity to pay an amount to the Town in lieu of prosecution for the offence;

r. "**Owner**" means:

i. in the case of land, the Person who is registered under the *Land Titles Act* as the owner of the fee simple estate in the parcel of land; or

ii. in the case of any property other than land, the Person in lawful possession of it;

s. "**Peace Officer**" means a Bylaw Enforcement Officer employed by the Town, a Peace Officer appointed pursuant to the *Peace Officer Act* whose appointment includes enforcement of Town bylaws or a member of the Royal Canadian Mounted Police;

t. "**Person**" means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative to whom the context applies according to law;

u. **"Private Drainage Line"** means that portion of a Service Connection, which extends from the Service Connection Point to and within a Customer's Property, comprised of the Customer owned assembly of pipes, fittings, fixtures, traps and appurtenances for the collection and transmission of Wastewater into the Wastewater System;

v. "**Private Water Line**" means that portion of a Service Connection, which extends from the Service Connection Point to and within a Customer's Property, comprised of the Customer owned assembly of pipes, fittings, fixtures, traps and appurtenances for providing water to a Customer's Property, excluding the Meter owned by The Town;

Bylaw 15.21

Water" means water that is completely consumed in the manufacture or production of goods.

w. "**Property**" means:

i. in the case of land, a parcel of land including any buildings; or

ii. in other cases, personal property;

x. "**Service Connection Point**" means the point on the Service Connection where:

i. a Wastewater Service Line physically connects to a Private Drainage System;

ii. a Water Service Line physically connects to a Private Water Line; or

y. "**Service Connection**" means all of the Facilities required to achieve a physical connection between

i. the Town's Wastewater Main abutting a Customer's Property and a Private Drainage System to allow a Customer to discharge Wastewater, which includes a Wastewater Service Line, a Service Connection Point and a Private Drainage System or

ii. the Town's Water Main abutting a Customer's Property and a Private Water Line to allow a Customer to receive potable water, which includes a Water Service Line, a Service Connection Point and a Private Water Line

z. **"Sharps"** means hypodermic needles, syringes, blades, broken glass and any devices, instruments or other objects which have acute rigid corners, edges or protuberances.

aa. **"Short Notice"** means less than 24 hours notice given to the Town

bb. **"Subsidiary Meter**" means a privately-owned Meter installed on Property at the Customer's expense and utilized strictly for the Customer's purposes;

cc. "**Tenant**" means a Person who is not a Customer but who is in legal possession of a Property to which Utility Services are provided;

dd. "**Terms and Conditions**" means the terms and conditions in respect of Utility Services described in Schedules "A", "B", "C"and "D";

ee. "**Town**" means the municipal corporation of the Town of Drumheller and its duly authorized employees, agents, contractors and other representatives or the geographic area contained within the boundaries thereof, as the context requires;

ff. "**Utility Guidelines"** includes Water Services Guidelines and Wastewater Services Guidelines;

gg. "**Utility Services"** includes Water Services and Wastewater Services;

hh. **"Utility Services Guidelines**" means those guidelines, procedures, protocols, requirements, specifications or standards adopted by the Town from time to time, which are not inconsistent with the Terms and Conditions of Water Services attached as Schedule "B" to this Bylaw; and Terms and Conditions of Wastewater Services attached as Schedule "C" to this Bylaw;

ii. **"Violation Ticket"** has the same meaning as in the *Provincial Offences Procedure Act;*

jj. **"Water Demand Management Measures"** means restrictions upon the use of water for non-essential purposes, including but not limited to: irrigation, watering livestock, washing of vehicles, driveways or sidewalks, and any other purpose where water is utilized externally to a building and on any certain day or for a certain time period;

kk. "**Water Main**" means those pipes installed for the conveyance of water within the Town to which Service Connections may be connected;

ll. **"Water Service Line"** means that portion of a Service Connection owned by the Town that extends from the Water Main to the Service Connection Point;

mm. **"Water Services"** means the provision of potable water by the Town to a Customer's Property and associated services offered to the Customer under the Water and Wastewater Bylaw;

nn. **"Water System"** means the Facilities used by the Town to supply potable water to Customers, which is deemed to be a municipal public utility within the meaning of the Municipal Government Act.

oo. **"Wastewater"** means the composite of water and water-carried wastes discharged from residential, commercial, industrial or institutional Properties;

pp. **"Wastewater Main"** means those pipes installed for the conveyance of wastewater within the Town to which Service Connections may be connected;

qq. **"Wastewater System"** means the Facilities used by the Town for the collection, storage and transmission of Wastewater for Customers, which is deemed to be a public utility within the meaning of the *Municipal Government Act*;

rr. **"Wastewater Service Line"** means that portion of a Service Connection owned by the Town that extends from the Wastewater Main to the Service Connection Point;

ss. **"Wastewater Services"** means the removal of Wastewater by the Town from a Customer's Property and associated services offered to the Customer under this Bylaw;

PART 2 - PROVISION OF UTILITY SERVICES

Other Public Utilities Prohibited

1 All Utility Services provided within the Town shall be provided by the Town, unless otherwise authorized by the Chief Administrative Officer.

Terms and Conditions

2 All Utility Services provided by the Town shall be provided in accordance with Schedules “A” B” “C” and “D” as applicable.

Rates, Fees and Charges

3

(1) The Town will provide Utility Services to Customers at rates specified as per the Town’s Utility Rate Bylaw.

(2) Where, fees or charges have not been established in Schedule “D” for a particular service the Town may establish charges for services provided. Without limiting the generality of the foregoing, the Town may establish charges for the following:

(a) service connection fees and/or developer contributions;

(b) meter resizing;

(c) repair or replacement of damaged Town Facilities where the Facilities are under the Customer’s care or have been operated or interfered with by the Customer;

(d) application for a new Account or change of Account;

(e) disconnection of service for non-payment;

(f) collection charges;

(g) missed appointment;

(h) fire hydrant permits;

(i) construction water;

(j) Utility Services turn-on/turn-off at Customer request;

(k) after hours service callout;

(l) Meter, installation and/or removal;

(m) frozen/damaged Meter;

(n) late payment penalties;

(o) NSF payment.

(3) All additional services provided by the Town to a Customer will be billed to the Customer in accordance with an agreement between the Customer and the Town.

(4) The Town will operate and maintain the Water System and Wastewater at no additional charge to any Customer beyond the charges outlined in subsections (1), (2) and (3) except for costs arising from:

(a) requirements or requests for specific non-routine services not more particularly described in this Section or the acts or omissions of any particular Customer or defined group of Customers, or

(b) repairs or remedies of any loss or damage to Facilities or other property that is caused by a Customer or any other party for whom a Customer is responsible in law, including, without limitation, any costs or damages described in any judgment of a court in the Town's favour

and such additional costs may at the Chief Administrative Officer's sole option (and in addition to any other legally available remedies) be added to a Customer's Account as an additional amount due and payable by the Customer to the Town.

Utility Services Guidelines

4

(1) The Town may adopt, amend, repeal and replace it's Utility Services Guidelines from time to time as the Town deems advisable.

(2) Without limiting the generality of subsection (1), Utility Services Guidelines may deal with any or all of the following subject matters:

(a) procedures or requirements that a Customer must comply with before a Service Connection is installed or activated, or before Utility Services are provided, or as a condition of ongoing provision of Utility Services;

(b) Customer Accounts, including without limitation provisions or requirements concerning: opening an Account, making payments on an Account, consequences for failure to pay Accounts in full, lost bills, dishonoured cheques, collection of delinquent Accounts, adjusting improperly billed Accounts, Utility Service application fees, handling of confidential Customer Account information, closing an Account, and any other matter relating to Customer Accounts;

(c) measurement of water consumption, including without limitation provision or requirements concerning: meter inspection and testing, meter settings, chambers and installations, meter reading, disputes concerning meter data, estimates of consumption private or subsidiary meters, remote meter reading devices, relocation of meters, access for meter readers, and adjustments to bills when meters have malfunctioned;

(d) procedures or requirements concerning investigating Customer complaints and concerns;

(e) procedures or requirements for provision of temporary Water Services, including without limitation Water Services provided during the construction phase of a development;

(f) procedures or requirements for upgrading, re-sizing, relocating or otherwise changing a Service Connection, whether at the instigation of the Town or at the request of a Customer;

(g) the turn-on and turn-off of Utility Services, whether at the instigation of the Town or at the request of a Customer;

(h) supply of water for firefighting purposes, including without limitation procedures or requirements concerning the maintenance of public and private fire hydrants and permissible use of water from fire hydrants;

Notices

5 In any case in which the Town is required to provide written notice to a Customer pursuant to this Bylaw, the Town shall serve notice either:

(a) personally; or

(b) by mailing or delivering a copy of the notice to the last known address of the Customer as disclosed in the Alberta land titles registry certificate of title for the Property.

PART 3 - ENFORCEMENT

Offence

6 A Person who contravenes any provision of this Bylaw is guilty of an offence.

Continuing Offence

7 In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues and a Person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such day.

Vicarious Liability

8 For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed also to be an act or omission of the Person if the act or omission occurred in the course of the employee's employment with the Person, or in the course of the agent's exercising the powers or performing the duties on behalf of the Person under their agency relationship.

Corporations and Partnerships

9

(1) When a corporation commits an offence under this Bylaw, every principal, director, manager, employee or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence whether or not the corporation has been prosecuted for the offence.

(2) If a partner in a partnership is guilty of an offence under this Bylaw, each partner in that partnership who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence.

Fines and Penalties

10

(1) A Person who is guilty of an offence is liable to a fine in an amount not less than $100.00 and not exceeding $10,000.00, and to imprisonment for not more than 6 months for non-payment of a fine.

(2) Without restricting the generality of subsection (1) the fine amounts established for use on Municipal Tags and Violation Tickets if a voluntary payment option is offered are as set out in Schedule "D".

Municipal Tag

11

(1) A Peace Officer is hereby authorized and empowered to issue a Municipal Tag to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.

(2) A Municipal Tag may be issued to such Person:

(a) either personally; or

(b) by mailing a copy to such Person at his last known post office address.

(3) The Municipal Tag shall be in a form approved by the Town and shall state:

(a) the name of the Person;

(b) the offence;

(c) the specified penalty established by this Bylaw for the offence;

(d) that the penalty shall be paid within 30 days of the issuance of the Municipal Tag; and

(e) any other information as may be required by the Chief Administrator.

Payment in Lieu of Prosecution

12 Where a Municipal Tag is issued pursuant to this Bylaw, the Person to whom the Municipal Tag is issued may, in lieu of being prosecuted for the offence, pay to the Town the penalty specified within the time period indicated on the Municipal Tag.

Violation Ticket

13

(1) If a Municipal Tag has been issued and if the specified penalty has not been paid within the prescribed time, then a Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*;

(2) Notwithstanding subsection (1), a Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act* to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw;

(3) If a Violation Ticket is issued in respect of an offence, the Violation Ticket may;

(a) specify the fine amount established by this Bylaw for the offence; or

(b) require a Person to appear in court without the alternative of making a voluntary payment.

Voluntary Payment

14 A Person who commits an offence may:

(a) if a Violation Ticket is issued in respect of the offence; and

(b) if the Violation Ticket specifies the fine amount established by this Bylaw for the offence;

make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.

Obstruction

15 No Person shall obstruct, hinder or impede any authorized representative of the Town in the exercise of any of their powers or duties pursuant to this Bylaw.

PART 4 - GENERAL

Schedules

16 The following schedules are included in, and form part of this Bylaw:

(a) Schedule “A” -- General Water and Wastewater Provisions;

(b) Schedule “B” – Terms and Conditions of Water Services;

(c) Schedule “C”— Terms and Conditions of Wastewater Services;

(d) Schedule “D” — Specified Penalties.

Severability

17 Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

Repeal

18 This Bylaw repeals Bylaw No.03-09

Enactment

19 This Bylaw shall come into force and effect when it receives third reading and is duly signed.

READ A FIRST TIME IN COUNCIL THIS 6TH DAY OF FEBRUARY, 2017.

READ A SECOND TIME IN COUNCIL THIS 21ST DAY OF FEBRUARY 2017.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS 21ST DAY OF FEBRUARY 2017.

The original document, duly signed and executed, is retained on file.

SCHEDULE "A"

PART 5 - GENERAL WATER AND WASTEWATER PROVISIONS

Duty to Supply

1

(1) The Town having constructed, operated and maintained a Water System as a public utility shall continue, insofar as there is sufficient capacity and supply, to supply Water Services, upon such terms as the Chief Administrative Officer considers advisable, to any Customer within the Town situated along a Water Main.

(2) The Town having constructed, operated and maintained a Wastewater System as a public utility shall continue, insofar as there is sufficient capacity, to supply Wastewater Services, upon such terms as the Chief Administrative Officer considers advisable, to any Customer within the Town situated along a Wastewater Main.

(3) All Utility Services provided by the Town shall be provided in accordance with these Terms and Conditions, and these Terms and Conditions shall apply to and be binding upon all Customers receiving Utility Services from the Town.

(4) The Town shall keep records for every service connection.

No Guarantee of Continuous Supply

2

(1) The Town does not guarantee or warrant the continuous supply of potable water and the Town reserves the right to change the operating pressure, restrict the availability of Water Services or to disconnect Water Services, in whole or in part, with or without notice, in accordance with the Water and Wastewater Bylaw.

(2) The Town does not guarantee or warrant the continuous capacity to collect, store and transmit Wastewater and the Town reserves the right to restrict the availability of Wastewater Services or to disconnect Wastewater Services, in whole or in part, with or without notice, in accordance with the Water and Wastewater Bylaw.

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

(4) The Town shall not be liable for damages, including losses caused by a break within the Town's Water System or Wastewater System or caused by the interference or cessation of water supply resulting from the repair or proper maintenance of the Town's Water System or Wastewater System, or generally for any accident due to the operation of the Town's Water System or Wastewater System or for the disconnection of a Service Connection nor by reason of the water containing sediments, deposits, or other foreign matter.

Rates, Fees and Charges

3

(1) The Town will provide Utility Services at the fees, rates and other charges specified in the "Utility Rate Bylaw".

(2) Where rates, fees or charges have not been established the "Utility Rate Bylaw" for a particular service the Town may establish charges for services provided.

(3) All additional services provided by the Town to a Customer will be billed to the Customer in accordance with a written agreement between the Customer and the Town.

PART 6 - SERVICE CONNECTIONS

Application for Service Connection

1

(1) A Customer requesting Utility Services involving a new Service Connection shall apply to the Town by paying all associated fees and supplying information regarding the location of the Property to be served, the manner in which the Service Connection will be utilized, and any other information that may be reasonably required by the Town.

(2) Upon receipt of all required information and fees, verification of the Customer's identity and the accuracy of the information, the Town will advise the Customer whether and on what terms the Town is prepared to supply Utility Services to the Customer, the type and character of the Service Connection(s) it is prepared to approve for the Customer, and any conditions, including without limitation, payments by the Customer, that must be satisfied as a condition of installation of a Service Connection and supply of Utility Services.

Easements and Rights-of-Way

2 At the request of the Town, the Customer shall grant or cause to be granted to the Town, without cost to the Town, such easements or rights-of-way over, upon or under Property owned or controlled by the Customer as the Town may reasonably require for the construction, installation, maintenance, repair, and operation of the Water System or Wastewater System.

Design and Engineering Requirements for Service Connections

3 Detailed requirements for engineering and construction of Service Connections are set out in the Engineering Design Standards, or as may be otherwise directed by the Town. It is the Customer's responsibility to supply, at the Customer's cost, any plans and engineering reports pertaining to the Service Connection that the Town may reasonably require, signed and sealed by a professional engineer.

(1) That in any area of the Town serviced by water services where static water system pressure exceeds 75 pounds per square inch, individual services shall be equipped with a pressure regulator pre-set at not more that 75 pounds per square inch.

Construction of Service Connections

4

(1) The Town shall provide and install all Facilities up to the Service Connection Point, subject to the terms of the Water and Wastewater Bylaw including without limitation, payments by the Customer.

(2) A property shall be considered serviced once it has been connected to the water and/or wastewater system. Any further installations necessitated by demolition, excavation, renovations or other works on the lands shall be paid for in their entirely by the Customer.

(3) The Customer shall be responsible for the installation and condition of the Private Water Line and Private Drainage Line and all other piping and equipment or other facilities of any kind whatsoever on the Customer's side of the Service Connection Point and:

(a) shall ensure that the Customer's proposed Private Water Line and Private Drainage Line receives approval from the Town prior to construction; and

(b) shall not backfill the excavation until such time as the Town has inspected the work or has advised approval of the work.

Customer Responsibility for Service Connection

5

(3) The Customer assumes full responsibility for the proper use of any Service Connection and any Utility Services provided by the Town and for the condition, suitability and safety of any and all devices, equipment and maintenance necessary for receiving Utility Services that are located on the Customer's Property.

(4) The Customer shall be responsible for determining whether the Customer requires any devices to protect the Customer's Property from damage that may result from the use of a Service Connection, Utility Services, or to protect the safety or reliability of the Water System or Wastewater System. The Customer shall provide and install any such devices at the Customer's sole expense.

Conservation

6

(2) All Safety code permits issued for construction will be required to have water efficient plumbing fixtures which meet the following minimum requirements:

i. All flush type toilets must be of the low flush type with a water usage not exceeding: 6 litres per flush
ii Urinals not to exceed a flow of: 3.8 litres per flush
iii All shower heads must be rated not to exceed a flow of: 8.3 litres per minute
iv All faucet outlets be restricted to: 8.3 litres per minute

Compliance with Requirements and Use of Service Connection

7

(1) A Customer shall ensure that the Customer's facilities comply with the requirements of the Water and Wastewater Bylaw, any statute, code or regulation and with the Town's specifications.

(2) A Customer shall not use a Service Connection or any Utility Services received in a manner so as to interfere with any other Customer's use of a Service Connection, or Utility Services.

(3) A Customer who has breached subsection (2) shall, at the Town's request, take whatever action is required to correct such interference or disturbance at the Customer's expense.

Abandonment of Service Connection

8 Whenever a Customer no longer requires a Service Connection, or wishes to abandon a Service Connection, the Customer shall first obtain approval from the Town for the method and location of abandonment and the Customer shall assume responsibility for all costs associated with the same.

Ownership of Facilities

9

(1) The Town retains ownership of all Facilities necessary to provide Utility Services to a Customer, up to and including the Service Connection Point, unless a written agreement between the Town and a Customer specifically provides otherwise.

(2) Payment made by a Customer for costs incurred by the Town for supplying and installing Facilities does not entitle the Customer to ownership of any such Facilities, unless a written agreement between the Town and the Customer specifically provides otherwise.

Number of Services

10

Bylaw 15.21 (1) Unless otherwise approved by the Chief Administrative Officer, each property shall have one service with one water meter.

Bylaw 15.21 (2) A commercial or industrial property, that has significant process water use, that does not return to the Wastewater system, may request a dedicated process water service that does not incur wastewater charges. All charges associated with the additional water service and water meter are the customer's responsibility.

Access to Facilities

11
(1) No Person shall obstruct or impede the Town's free and direct access to any Facilities.
(2) A Customer shall be responsible for managing vegetation on the Property owned or controlled by the Customer to maintain adequate clearances and reduce the risk of contact with the Town's above-ground Facilities.
(3) A Customer shall not install or allow to be installed on Property owned or controlled by the Customer any temporary or permanent structures that could interfere with the proper and safe operation of the Town's Facilities or result in non-compliance with applicable statutes, regulations, standards or codes.
(4) Where a Customer contravenes any provision of this Section and fails to remedy such contravention within 10 days after receiving from the Town a notice in writing to do so, then in addition to any other legal remedy available the Town may take any steps necessary to remedy the contravention and may charge any costs of doing so to the Customer's Account.

Interference with or Damage to Facilities

12
(1) No Person shall interfere with or alter any Meter, seals or other Facilities or permit the same to be done by any Person other than an authorized agent of the Town.

(2) A Customer is responsible to pay for the cost of repairing, replacing or otherwise remedying any damage to or loss of Facilities located on the Customer's Property unless occasioned by circumstances as determined in the Chief Administrative Officer's sole discretion to have been beyond the Customer's control.

Protection of Facilities on Customer's Property

13 The Customer shall furnish and maintain, at no cost to the Town, the necessary space and protective barriers to safeguard Facilities installed or to be installed upon the Customer's Property. If the Customer refuses, the Town may, at their option, furnish and maintain, and charge the Customer for furnishing and maintaining, the necessary protection. Such space and protective barriers shall be in conformity with applicable laws and regulations and subject to the Town's specifications and approval.

Customer to Pay Relocation Costs

14 The Customer shall pay all costs of relocating the Town's Facilities at the Customer's request, if such relocation is for the Customer's convenience, or if necessary to remedy any violation of law or regulation caused by the Customer. The Customer shall pay the estimated cost of the relocation in advance.

Prohibited Extension of Customer Owned Facilities

15 A Customer shall not extend or permit the extension of a Private Water Line, Private Drainage Line or any other Customer-owned piping, equipment or other assets that are connected directly or indirectly to the Water System or Wastewater System, beyond the Property in respect of which they are used to supply Utility Services through a Service Connection.

PART 7 - UTILITY ACCOUNTS

Requirement for Account

1

(1) The Owner of a Property shall apply for an Account with the Town and pay all applicable fees as a condition of obtaining Utility Services, regardless of whether the provision of services requires installation of a new Service Connection(s) or construction of any new Facilities.

(2) The Town shall not grant Utility Services to a Tenant of the Owner of a Property.

(3) An Owner of a Property where Utility Services are received and consumed by a Tenant of the Property may request to have the bills mailed directly to the Tenant, provided that the Owner first acknowledges in writing, on a form approved by the Chief Administrative Officer, that the Owner is ultimately responsible for all Utility Services delivered or consumed and all fees, rates and charges levied for services delivered or consumed at the Property in the event of default of payment by the Tenant.

(4) Upon the change of ownership of a Property supplied with Utility Services, the new Owner shall apply for an Account with the Town. Upon failing to apply for an Account by the new Owner the Town may deem an application to have been received from the new Owner of the Property on receipt of Land Titles notification indicating change of ownership of the Property. and open an Account in the new Owner's name.

Security Deposits

2

(1) The Chief Administrative Officer may, in his or her sole discretion, at the time of a Customer's application for Utility Services or at any time thereafter require the Customer to post a security deposit or increase an existing security deposit.

(2) The Chief Administrative Officer may, in his or her sole discretion, determine that a Customer is not required to post a security deposit or is no longer required to maintain an existing security deposit.

(3) A deposit made by a Customer shall be returned to the Customer when a Customer's Utility Services are terminated and the Customer's Account is closed. Where a Customer's Utility Services are terminated and the Customer's Account is closed for non-payment, prior to any refund, the security deposit will be applied to the balance owing by the Customer to the Town.

(4) The Town is not obliged to pay interest on any security deposit held by the Town to a Customer.

Obligation to Pay

3

(1) The Chief Administrative Officer may add to a Customer's Account the charges for all Utility Services provided by the Town to the Customer, and the Customer is obligated to pay in full all such charges without reduction or set-off for any reason whatsoever, on or before the due date for the charges.

(2) No reduction in charges for Utility Services to a Customer will be allowed due to of any interruption whatsoever of the water supply.

(3) The amount of the billing shall be based upon the rates, fees and charges set out in the Utility Rate Bylaw, with water consumption being determined by the applicable Meter reading obtained on a monthly basis, or such other frequency in the discretion of the Town. Where a Meter reading is not obtainable, at the discretion of the Town, a system-generated estimate may be used.

(4) Payment on Accounts may be made to the Town at such locations designated, and under any payment methods approved, by the Chief Administrative Officer from time to time.

(5) Where a Customer has been charged less or more than they should have been charged for Utility Services provided, The Town will review the account and make corrections for the billing errors for up to a maximum of 12 months prior to the date the error is discovered. Corrections will not be made for billing errors in respect of Utility Services provided more than one year prior to the date the billing error is discovered.

Past Due Accounts

4

(1) A late payment charge shall be applied to all charges on a Customer's Account if the Customer's payment has not been received by the Town by the due date. The Customer may also be charged a dishonored cheque charge for each cheque returned for insufficient funds.

(2) Any charge on a Customer's Account remaining unpaid after the due date will be in arrears and constitute a debt owing to the Town and is recoverable, by the Town, by any or all of the following methods, namely:

(a) by action, in any Court of competent jurisdiction;

(b) by disconnecting the Service Connection to the Customer, and imposing a re-connection fee prior to re-establishing Utility Services;

(c) by adding the outstanding Account balance to the tax roll of an Owner of a Property in accordance with the *Municipal Government Act*.

Temporary Shut-off at Customer Request

5

(1) Upon the request of the Customer and subject to payment of any applicable charge, the Town may temporarily shut-off the water supply to a Property at the Curb Stop for the Customer's convenience, subject to any applicable fee.

(2) A temporary shut-off of the water supply to the Property does not relieve the Customer from their obligation to pay any applicable fees or charges associated with having a Service Connection and being physically connected to the Water System, regardless of consumption.

(3) Upon the request of the Customer to restore services to the Property the Customer shall pay any applicable charge.

Disconnection without Notice

6 If the Town believes there is any actual or threatened danger to life or Property, or in any other circumstances the nature of which, in the Town's sole discretion, acting reasonably, requires such action, the Town has the right to withhold connection or to disconnect a Service Connection without prior notice to the Customer.

Disconnection with Notice

7 The Town may withhold connection or may disconnect a Customer's Service Connection in addition to any of the Town's other remedies after providing 48 hours advance notice to the Customer, as applicable, in the following circumstances:

(a) if the Customer neglects or refuses to pay when due any amounts required to be paid under the Water and Wastewater Bylaw, which amount is not the subject of a good faith dispute;

(b) as required by law;

(c) if the Customer is in violation of any provision of the Water and Wastewater Bylaw, or any agreement between the Town and the Customer for the provision of Utility Services; or

(d) any other similar circumstances to those described above that the Town determines, in their sole discretion, acting reasonably, require the withholding or disconnecting of service upon 48 hours' notice.

Reconnection of Service

8 Before the Town reconnects or restores Utility Services, the Customer shall pay:

(a) any amount owing to the Town for the provision of Utility Services;

(b) the applicable reconnection charges; and

(c) any applicable security deposit.

The Town's Right of Entry

9

(1) As a condition of receipt of Utility Services and as operational needs dictate, authorized representatives of the Town shall have the right to enter a Customer's Property at all reasonable times, or at any time during an Emergency, for the purpose of:

(a) installing, inspecting, maintaining, replacing, testing, monitoring, reading or removing the Town's Facilities;

(b) investigating or responding to a Customer complaint or inquiry;

(c) conducting an unannounced inspection where the Town has reasonable grounds to believe that unauthorized use of water or interference with Facilities, including but not limited to a Meter, has occurred or is occurring; and

(d) for any other purpose incidental to the provision of Utility Services.

(2) The Town will make reasonable efforts to notify the Customer in advance of entering a Customer's property or to notify any other Person who is at the Customer's property and appears to have authority to permit entry, except:

(a) in cases of an Emergency;

(b) where entry is permitted by order of a court or other authority having jurisdiction;

(c) where otherwise legally empowered to enter;

(d) where the purpose of the entry is in accordance with subsection (1) (c) above.

(3) The Customer shall pay a no access fee sufficient to cover the Town's reasonable out-of-pocket and administrative costs, if the Town's lawful entry to a Customer's Property is prevented or hindered by a Customer, whether by a Customer not keeping a scheduled appointment or for any other cause within the control of the Customer.

Removal of Town Facilities

10 Where any Customer discontinues Utility Services furnished by the Town, or the Town lawfully refuses to continue any longer to supply such utility services, the authorized representatives of the Town may, at all reasonable times enter the Customer's Property to remove any Facilities in or upon such Property.

False Information

11 No Person shall supply false information or make inaccurate or untrue statements in a document or information required to be supplied to the Town pursuant to the Water and Wastewater Bylaw.

SCHEDULE "B"

PART 8 - TERMS AND CONDITIONS OF WATER SERVICES

Water Demand Management Measures

1

(1) The Town may, at such times and for such lengths of time as is considered necessary or advisable, implement Water Demand Management Measures to restrict water usage to any or all parts of the Town.

(2) All water restrictions shall be duly advertised by use of local media, printed or otherwise, prior to taking effect.

(3) No Person shall contravene the terms or conditions of any Water Demand Management Measures, without first obtaining the Town's authorization.

(4) Where the Town enters into a contract through a water supply agreement, for the provision of water in bulk quantities, a separate rate may be established for such provision by Council

Alternate Water Supply

2 No Person shall allow water to be supplied to a Property adjacent to a Water Main by way of a well, spring or other source of water supply that is not connected to the Water System.

Resale and Supply of Water

3 No Person shall:

(a) except for water obtained from the Waterworks System which has been enhanced or altered in a lawful manner for resale, resell water obtained from the Waterworks System to any other person except in accordance with the terms and conditions of an executed written agreement with the Town;

(b) supply water obtained from the Water System to any Person who intends to sell the water; or

(c) supply water from the Water System to any Property that could be supplied with water through its own Service Connection.

Unauthorized Use of Water

4

(1) No Person shall use water from the Water System, or allow water obtained from the Water System to be used:

(a) in an unauthorized manner;

(b) in a manner that will impede water use by other Customers;

(c) unless an Account has been opened by the Customer;

(d) unless the water has first passed through a Meter.

(2) If the Town finds an unauthorized use of water including without restriction as a result of any tampering with a Meter or other Facilities, the Town may make such changes in the Town's Meters, appliances, or other Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities, and also to ensure the safety of the general public.

(3) Upon finding an unauthorized use of water, the Town may disconnect the Service Connection immediately, without notice and shall charge the Person responsible, all costs incurred in correcting the unauthorized use, in addition to any other rights and remedies that may be available to the Town.

(4) A Person that uses water in contravention of this Section shall pay the following charges:

(a) the applicable rate for the water used and, where necessary, based on an estimate by the Town of the amount of water used in contravention of this Section;

(b) all costs incurred by the Town in dealing with the contravention; and

(c) any other applicable fees or charges provided for in the Water and Wastewater Bylaw.

Authorizations and Approvals for Private Water Line

5

(1) The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Water Line.

(2) The Town shall not be required to commence Water Services to a Property unless and until the Customer has complied with the requirements of all governmental authorities, permits, certificates, licenses, inspections, reports and other authorizations, all right-of-way agreements, and all of the Town's requirements applicable to the installation and operation of the Private Water Line. The Town reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

Temporary Water Services

6 The Town may provide temporary Water Services wherever practicable to a Customer for purposes of facilitating construction of a new development. The Customer will pay a rate, charge or fee for such temporary Water Services as specified in the Utility Rate Bylaw; until either:

i) a Town final inspection is issued for the development; or

ii) the development is being used for its intended purpose;

whichever event occurs first.

PART 9 - WATER METERS

Provision and Ownership of Meters

1

(1) All water supplied by the Town through each Service Connection shall be measured by one Meter unless the Chief Administrative Officer, in his or her sole discretion, has specified otherwise.

(2) The Town shall, at the Customer's sole cost, supply and install one or more Meters for the purpose of measuring the volume of water delivered to a Customer by way of a Service Connection. Each Meter shall remain the sole property of the Town, notwithstanding the Customer has paid the Town's costs of supply, unless the Chief Administrative Officer and the Customer have expressly agreed in writing otherwise.

(3) In the case of new construction, a Customer's Property may only be occupied after the Meter is installed and an Account opened.

(4) Meter installation fifty (50) millimeters (two inches) in size and larger shall have a valve within three hundred millimeters (twelve inches) of the outlet side of the meter and have a valve by-pass around the meter. By-pass valves must be sealed and shall be opened only in case of emergency. The Chief Administrative Officer must be notified within twenty-four hours after a seal is broken.

Responsibilities of Customer

2

(1) Each Customer shall ensure that a location on the Customer's Property for Meter installation is provided, and that access to the Meter is provided for the purpose of reading or servicing the Meter, in accordance with all applicable Water Service Guidelines.

(2) Each Customer shall provide adequate protection for the Meter supplied by the Town against freezing, heat or any internal or external damage.

(3) When a Meter is damaged due to frost, heat or any other condition or means against which the Customer neglected to provide adequate protection, the cost of removal and repair or replacement of the Meter shall be borne by the Customer.

General Meter Restrictions

3

(1) No Person, other than an authorized agent of the Town, shall install, test, remove, repair, replace, or disconnect a Meter.

(2) For All new construction the owner of every building shall make provision for the installation of meters in a horizontal position.

(3) No Person shall break, tamper, or interfere with any Meter.

(4) If a Meter is lost, damaged or destroyed, the Customer shall pay for the entire cost of the Meter removal, repair and reinstallation or for the cost of replacing the Meter.

(5) No Person shall obstruct or impede direct and convenient access to Meters for the purpose of inspection, removal, repair, replacement or reading.

Subsidiary Meters

4

(1) A Customer may, for their own benefit, and at their own cost, install a Subsidiary Meter between the Meter supplied by the Town and the point of use of the water supplied, provided that the Town shall under no circumstances be required to maintain or read a Subsidiary Meter installed under this Section.

(2) All Subsidiary Meters shall remain the property of the Owner.

(3) Where, in the opinion of the Town, a Subsidiary Meter has been installed in a manner so as to interfere with the operation of or access to the Town's Meter, the Town may direct, in writing, that the Customer relocate or remove the Subsidiary Meter within a time frame selected by the Town.

Access to Meters

5

(1) The Town may, at any reasonable time, read, inspect, remove or test a Meter installed on Property owned or controlled by the Customer.

(2) If a Person refuses to allow or interferes with the Town's access to a Meter then, in addition to any other legal remedy available, the Town may proceed to disconnect the Service Connection without any further notice until such time as access to the Meter is granted.

Meter Testing

6

(1) At the request of a Customer, the Town shall arrange Meter verification and if necessary, shall arrange for a Meter to be tested by an independent third party qualified to perform such work. If, upon verification or testing or both, the Meter is found to be recording accurately, which for this purpose is defined as recording between 97% and 103% of actual consumption, then the Customer shall pay all applicable fees and charges for this service.

(a) If the Meter is found to be recording inaccurately as defined above, the Town will repair or replace the Meter and the cost, along with the costs of verification and testing, shall be borne by the Town.

(2) The Town may at any time inspect or test any Meter, on their own initiative, regardless of whether the Customer has requested inspection or testing. In such case no fees or charges are payable by the Customer.

Circumvention of Meter

7

(1) If under any circumstances, a Person other than an authorized agent of the Town prevents a Meter from accurately recording the total volume of water supplied, the Town may disconnect the Service Connection and take other appropriate actions to ensure access to accurate Meter data.

(2) The Town may then estimate the demand and amount of water supplied but not recorded by the Meter at the Service Connection. The Customer shall pay the cost of the estimated water consumption plus all costs related to the investigation and resolution of the matter.

PART 10 - FIRE HYDRANTS AND OTHER FACILITIES

Use of Water from Fire Hydrants

1

(1) Unless authorized by the Town, no Person shall operate or interfere with a fire hydrant or valves connected to the water system, whether owned by the Town or privately owned, except as necessary for firefighting purposes.

(2) A Customer requesting authorization to use water from a fire hydrant shall apply to the Town by paying all associated fees and supplying information regarding the location of the fire hydrant to be accessed, the manner in which it will be used, and any other information that may be reasonably required by the Town.

(3) The Town will advise the Customer whether and on what terms the Town is prepared to authorize use of a fire hydrant and any conditions (including without limitation, payments by the Customer) that must be satisfied as a condition of using a fire hydrant.

Fire Hydrant Flow Tests

2

(1) No Person shall conduct fire hydrant flow tests without first obtaining the authorization of the Town.

(2) Fire hydrant flow tests conducted by a Customer, shall be at the Customer's sole expense, including all costs associated with having a Town representative attend to witness the test.

Private Fire Hydrants

3

(1) A Customer who wishes to install a private fire hydrant on the Customer's Property may, upon obtaining approval for the installation from the Town, do so at the Customer's sole expense.

(2) A Customer shall ensure that every private fire hydrant located on the Customer's Property maintains an adequate volume, pressure and flow rate of water required for firefighting purposes. Fire Hydrants must be maintained in accordance with Government of Alberta Fire Code. An annual inspection report must be submitted to the Fire Chief no later than December 31st of each year.

(3) The Town may, at any reasonable time, inspect a private fire hydrant for compliance with the Water and Wastewater Bylaw.

Interference with Fire Hydrants

4

(1) No Person shall do anything to obstruct access to, or interfere with the operation of, a fire hydrant.

(2) Each Customer who owns Property on which a fire hydrant is located or Property that is adjacent to Property on which a fire hydrant is located shall maintain a clearance of at least 1 meter around a fire hydrant and shall not permit anything to be constructed, erected, placed or planted within that minimum clearance.

Operation of Curb Stops

5 No Person, other than an authorized representative of the Town, shall operate a Curb Stop on any Property.

Cross Connections

6

(1) No Customer shall install or allow to exist any connection or Cross Connection that could cause or allow drinking water in any part of the Water System to become contaminated or polluted in any way.

(2) Where the Town determines that there exists a connection or Cross Connection prohibited by this Section, the Town shall give notice to the Customer to correct the connection or Cross Connection at the expense of the Customer within the time specified in the notice and may, in addition to any other legal remedy, disconnect the Service Connection immediately for such time as the prohibited connection or Cross Connection continues.

Backflow Prevention

7

(1) Where in the opinion of the Town, the configuration of any water connection creates a high risk for contamination to the water system, the Customer, upon being given notice by the Town, shall install an approved Backflow Preventer at the Customer's sole cost at all identified sources of potential contamination.

(2) No Customer or other Person shall connect, cause to be connected, or allow to remain connected to the water system any piping, fixture, fittings, container or appliance, in a manner which under any circumstances, may allow contaminated or Polluted Water, Wastewater, or any other liquid, chemical or substance to enter the domestic water system.

(3) If a condition is found to exist which is contrary to subsection (2), the Town may issue such order or orders to the Customer as may be required to obtain compliance with subsection (2).

(4) All Backflow Preventers shall be inspected and tested at the expense of the Customer, upon installation, and thereafter annually, or more often if required by the Town; by Personnel approved by the Town to carry out such tests, to demonstrate that the device is in good working condition. The Customer shall submit a report in a form approved by the Town for all tests performed on a Backflow Preventer within thirty (30) days of a test and a record card issued by the Town shall be displayed on or adjacent to the Backflow Preventer. The tester shall record thereon the name and address of the owner of the device; the location, type, manufacturer, serial number and size of the device; and the test date, the tester's initials, the tester's name (if self-employed) or the name of the tester's employer and the tester's license number

(5) When the results of a test referred to in subsection (4) show that a Backflow Preventer is not in good working condition, the Customer shall, repair or replace the device within ninety-six (96) hours. If the Customer fails to comply with the direction given, the Town may shut off the water service or water services.

(6) If a Customer fails to have a Backflow Preventer tested within the time provided in subsection (4), the Town may cause the water service or water services to be terminated until the Backflow Preventer has been tested and approved.

(7) No Persons other than those who have achieved journeyman plumber or "Certificate of Competency" in an accredited program of Alberta may conduct the tests on Backflow Preventers.

SCHEDULE "C"

PART 11 - TERMS AND CONDITIONS OF WASTEWATER SERVICES

Unauthorized Use of Wastewater System

1

(1) No Person shall use the Wastewater System, or allow the Wastewater System to be used:

(a) in an unauthorized manner;

(b) in a manner that will impede the Wastewater System's use by other Customers;

(c) unless an Account has been opened by the Customer.

(2) If the Town finds an unauthorized use of the Wastewater System including without restriction any tampering with any of the Facilities, the Town may make such changes in its Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities, and also to ensure the safety of the general public.

(3) Upon finding an unauthorized use of the Wastewater System, the Town may disconnect the Service Connection immediately, without notice and shall charge the Person all costs incurred in correcting the condition, in addition to any other rights and remedies that may be available to the Town

(4) A Person that uses the Wastewater System in contravention of this Section shall pay the following charges:

(a) the applicable rate for the Wastewater Services used based on an estimate by the Town of the value of the contravention of this Section;

(b) all costs incurred by the Town in dealing with the contravention; and

(c) any other applicable fees or charges provided for in the Water and Wastewater Bylaw.

CONNECTION TO WASTEWATER SYSTEM

2 No new construction shall have weeping tile, sump pumps or eavestrough downspout systems connected to the Wastewater System unless approved in writing by the Chief Administrative Officer.

STORM WATER / GROUND WATER DISCHARGE TO WASTEWATER SYSTEM

3 No Person shall discharge, or cause to be discharged, storm water, surface water, ground water, roof run-off, subsurface drainage, or cooling water to any Wastewater System, unless approved in writing by the Chief Administrative Officer.

PROHIBITED SUBSTANCES IN WASTEWATER

4. No Person shall discharge or permit to be discharged into any Wastewater System:

(a) any solid or viscous substance capable of causing obstruction, or other interference with the operation of the Wastewater system, including dangerous goods, hazardous waste, biological waste, combustible waste, biomedical waste, reactive waste, elemental mercury, prescription or illegal drugs, soil, PCBs, pesticides, radioactive materials, hair, grease, oil, cigarettes, ashes, cinders, sand, potters clay, resin, mud, straw, metal, glass, rags, feathers, tar, plastics, wood, grass clippings, insoluble shavings, asphalt, creosote, bone, hide, eggshells, meat and fat trimmings or waste, baking dough, chemical residues, spent grain and hops, whole food, garbage, paint residues, cat box litter, animal tissues, manure, blood, or Sharps;

(b) Wastewater having a pH lower than 6.0 or higher than 10.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and Wastewater treatment processes;

(c) Wastewater containing substances in concentrations exceeding the following:

(i) Antimony 1.0 mg/L
(ii) Arsenic 1.0 mg/L
(iii) Barium 3.0 mg/L
(iv) BTEX 1.0 mg/L
(v) Boron 1.0 mg/L
(vi) Cadmium 0.05 mg/L
(vii) Chromium 1.0 mg/L
(viii) Chlorinated Hydrocarbons 0.02 mg/L
(ix) Copper 0.5 mg/L
(x) Cyanide 1.0 mg/L
(xi) Hydrocarbons 50 mg/L
(xii) Lead 1.0 mg/L
(xiii) Manganese 1.0 mg/L
(xiv) Mercury 0.1 mg/L
(xv) Nickel 0.5 mg/L
(xvi) Phenolic Compounds 0.1 mg/L
(xvii) Selenium 1.0 mg/L
(xviii) Silver 1.0 mg/L
(xix) Sulphide 1.0 mg/L
(xx) Zinc 1.0 mg/L
(xxi) Total Suspended Solids (TSS) 4,800 mg/L
(xxii) Biochemical Oxygen Demand (BOD) 4,800 mg/L
(xxiii) Chemical Oxygen Demand (COD) 9,600 mg/L
(xxiv) Total Phosphorus 150 mg/L
(xxv) Total Kjeldahl Nitrogen 400 mg/L
(xxvi) Oil and Grease - animal, vegetable 500 mg/L
(xxvii) Oil and Grease - synthetic hydrocarbon 50 mg/L
(xxviii) Phosphates 100 mg/L

(d) Wastewater containing hydrogen sulphide, carbon disulphide, reduced sulphur compounds, amines or ammonia;

(e) Wastewater containing dyes or colouring materials which may or could pass through a Wastewater treatment plant and discolour the Wastewater effluent;

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

(g) Wastewater above 75 degrees Celsius;

(h) any substance which:

(i) is or may become harmful to any recipient water course or collection system or part thereof or will cause a violation or noncompliance event in the Operating Approval for the Wastewater Treatment Plant;

(ii) may interfere with the proper operation or maintenance of the Wastewater system, disposal of biosolids, or any Wastewater treatment process or cause damage to the Wastewater Works or Wastewater treatment plant;

(iii) grit removed from commercial or industrial premises including but not limited to grit removed from car washing establishments, automobile garages and restaurant Sumps or from Interceptors;

(iv) will be discharged in layers or will form layers upon interaction with other Wastewater;

Alternate Wastewater Supply

5 No Person shall, unless authorized in writing by the Town, construct or maintain any septic tank, cesspool or other facility intended or used for the collection or disposal of Wastewater on Property located along a Wastewater Main.

Authorizations and Approvals for Private Drainage Line

6

(1) The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Drainage Line.

(2) The installation of sewer connections shall comply with all requirements of the Alberta Safety Codes Act and regulations thereunder.

(3) The Town shall not be required to commence Wastewater Services to a Property unless and until the Customer has complied with the requirements of all governmental authorities, permits, certificates, licenses, inspections, reports and other authorizations, all right-of-way agreements, and all of the Town's requirements applicable to the installation and operation of the Private Drainage Line. The Town reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

Commercial or Industrial Wastes

7

(1) No Wastewater or other matter resulting from any commercial, trade, industrial or manufacturing process shall be discharged or permitted to be discharged into the Wastewater System unless prior approval has been granted by the Town and only then after any required pretreatment of the Wastewater or other matter as prescribed by the Town.

(2) All necessary pretreatment equipment or works shall be installed by the Customer, at the Customer's sole expense, prior to the construction of the Service Connection and thereafter shall be continuously maintained and operated by the Customer.

No Dilution

8 No Person shall dilute or permit to be diluted any Wastewater in order to enable its discharge in compliance with these Terms and Conditions.

Oil, Grease and Sand Interceptors

9

(1) The Customer of any Property on which there is commercial or institutional food preparation shall provide a grease and oil interceptor on all fixtures that may release oil and grease.

(2) The Customer of any industrial, commercial or institutional Property where vehicles or equipment are serviced, repaired, disassembled or washed shall provide a grease, oil and sand interceptor on all fixtures that may release grease, oil or sand.

(3) The Town may require a Customer of any Property to install an interceptor if the Town, in their sole discretion, determines that an interceptor is required.

(4) All interceptors shall be:

(a) of sufficient capacity and appropriate design to perform the service for which the interceptors are used;

(b) located to be readily accessible for cleaning and inspection; and

(c) maintained by the Owner.

Protection of Wastewater System

10

(1) No Person shall remove, damage, destroy, alter or tamper with any Facilities forming part of the Wastewater System, except as authorized by the Town.

(2) No person shall interfere with the free discharge of any Wastewater Main or part thereof, or do any act or thing that may impede or obstruct the flow to, or clog up, the Wastewater System.

(3) In case of a blockage, either wholly in part, of the Wastewater System by reason of negligence or the failure or omission to strictly comply with the provisions of the Water and Wastewater Bylaw, the Customer concerned or Person responsible shall be liable for all clogs and the cleaning of such blockages and for any other damages for which the Town may be held liable due to any such blockages.

(4) The “MGA” Part 13, Division 1 Liability of Municipalities, Sections 527.2 to 534 may rule in the absence of liability direction. *(MGA Revised statues of Alberta 2000, Chapter M-26 December 11, 2013)*

Hauled Wastewater

11 No Person shall discharge or permit the discharge of hauled Wastewater except at a hauled Wastewater discharge location approved by the Town and only then in accordance with any terms and conditions imposed by the Town, including payment of applicable fees and charges.

Spills

12

(1) Any Person who discharges or permits the discharge of any Wastewater or other matter contrary to The Water and Wastewater Bylaw shall, immediately after becoming aware of the discharge, notify:

(a) the Town and provide the following information:

i. name of the Person causing or permitting the discharge;
ii. location of the release;
iii. name and contact information of the Person reporting the discharge;
iv. date and time of the discharge;
v. type of material discharged and any known associated hazards;
vi. volume of the material discharged; and
vii. corrective action being taken, or anticipated to be taken, to control the discharge.
viii. the identity of the Owner of the Property, where the Person reporting the discharge is not the Owner and knows, or is readily able to ascertain the identity of the Owner; and
ix. the identity of any other Person whom the Person reporting knows or ought to know may be directly affected by the discharge

(2) The Person who discharged or permitted the discharge pursuant to subsection (1) shall, as soon as the Person becomes aware or ought to have become aware of the discharge, take all reasonable measures to:

(a) confine, remedy and repair the effects of the discharge; and

(b) remove or otherwise dispose of the matter in a lawful manner so as to minimize all adverse effects.

SCHEDULE "D"

PART 12 - SPECIFIED PENALTIES

Section	Offence	Specified Penalty
Part 3, s. 15	Obstruct an authorized representatives	$200
Schedule “A”, Part 6, s. 4(2)(b)	Backfill before Service Connection inspection	$250
Schedule “A”, Part 6, s. 7(2)	Interfere with another Customer’s Service Connection/Utility Services	$200
Schedule “A”, Part 6, s. 11(1)	Obstruct access to Facilities	$500
Schedule “A”, Part 6, s. 11(3)	Install structure that interferes with proper and safe operation of Facilities	$200
Schedule “A”, Part 6, s. 12(1)	Interfere with or alter Facilities	$500
Schedule “A”, Part 6, s. 14	Extend Customer-owned infrastructure beyond Property	$750
Schedule “A”, Part 7, s. 11	Supply false or inaccurate information	$200
Schedule “B”, Part 8, s. 1(3)	Fail to comply with Water Demand Management Measures	$500
Schedule “B”, Part 8, s. 2	Obtain water from source not connected to the Water System	$500
Schedule “B”, Part 8, s. 3(a)	Unauthorized resale of water	$500
Schedule “B”, Part 8, s. 3(b)	Supply water to Person intending to resell water	$500
Schedule “B”, Part 8, s. 3(c)	Supply water to Property capable of own Service Connection	$500

Schedule “B”, Part 8,s. 4(1)(a)	Use water in unauthorized manner	$500
Schedule “B”, Part 8, s. 4(1)(b)	Impede water use of other Customers	$200
Schedule “B”, Part 8, s. 4(1)(c)	Use water without an Account	$500
Schedule “B”, Part 8 s. 4(1)(d)	Installation and Use of a Bypass system prior to water passing through a Meter	$500
Schedule “B”, Part 9, s. 3(1)	Unauthorized installation, testing, removal, repair, replacement or disconnection of Meter	$500
Schedule “B”, Part 9, s. 3(3)	Break, tamper or interfere with Meter	$500
Schedule “B”, Part 9, s. 3(5)	Obstruct access to Meter	$250
Schedule “B” Part 10, s. 1(1)	Unauthorized operation of a fire hydrant	$750
Schedule “B”, Part 10, s. 2(1)	Unauthorized fire hydrant flow test	$750
Schedule “B:, Part 10, s. 3 (2)	Failure to maintain and regularly test fire hydrant	$750
Schedule “B”, Part 10, s. 4(1)	Obstruct access to or operation of a fire hydrant	$300
Schedule “B”, Part 10, s. 4(2)	Fail to maintain one meter clearance around fire hydrant	$300
Schedule “B”, Part 10, s. 5	Unauthorized operation of Curb Stop	$500
Schedule “B” Part 10, s. 6(1)	Connection/Cross Connection that could contaminate water	$750
Schedule “C”, Part 11, s. 1(1)(a)	Use Wastewater System in unauthorized manner	$500
Schedule “C”, Part 11, s. 1(1)(b)	Impede Wastewater Use of other Customers	$200
Schedule “C”, Part 11 s. 1(1)(c)	Use Wastewater Service without an account	$500

Schedule “C”, Part 11, s. 4(a)	Discharge prohibited substances in the wastewater system	$500
Schedule “C”, Part 11, s. 4(f)	Offensive odour	$500
Schedule “C”, Part 11, s. 8	Diluting Wastewater to allow for discharge into Wastewater	$500
Schedule “C”, Part 11, s. 9(1)	Tampering with Wastewater System without authorization	$500
Schedule “C”, Part 11, s. 9(2)	Interfering with the free discharge of Wastewater Main	$500
Schedule “C”, Part 11, s. 11	Discharge of hauled wastewater at location not approved by the Town	$500
Any subsequent offence		**Double the specified penalty listed above**

TOWN OF DRUMHELLER
BYLAW 15.21

BEING A BYLAW OF THE TOWN OF DRUMHELLER, IN THE PROVINCE OF ALBERTA, TO AMEND BYLAW 02-17, THE WATER AND WASTEWATER BYLAW;

WHEREAS, Council considers it desirable to amend Bylaw 02-17, the Water and Wastewater Bylaw;

THEREFORE, the Council of the Town of Drumheller, in the province of Alberta enacts as follows:

1. Changes to Bylaw Part 1 – Title and Definitions

1.1 The addition of;
"Process Water" means water that is completely consumed in the manufacturing or production of goods.

2. Changes to "Schedule A"; Part 6 – Service Connections; Number of Services:

2.1 The deletion of;
All newly constructed multiple unit structures located on one lot shall be serviced with one service and one water meter which will register water consumption for all units located within the building.

2.2 The addition of;
1) Unless otherwise approved by the Chief Administrative Officer, each property shall have one service with one water meter.

2) A commercial or industrial property, that has significant process water use, that does not return to the Wastewater system, may request a dedicated process water service that does not incur wastewater charges. All charges associated with the additional water service and water meter are the customer's responsibility.

3. TRANSITIONAL

3.1 Bylaw 15.21, amending Bylaw 02-17 comes into full force after third reading.

READ A FIRST TIME THIS 28th DAY OF JUNE, 2021

PUBLIC HEARING: JULY 12th, 202

READ A SECOND TIME THIS 23rd DAY OF AUGUST, 2021

READ A THIRD TIME AND PASSED THIS 23rd DAY OF AUGUST, 2021

The original document, duly signed and executed, is retained on file.