

**FLAGSTAFF COUNTY**

**BYLAW 03/23**

**THE UTILITIES BYLAW**

**A BYLAW REGULATING AND PROVIDING FOR THE TERMS, CONDITIONS, RATES AND CHARGES FOR THE SUPPLY AND USE OF WATER SERVICES, SEWER SERVICES AND SOLID WASTE SERVICES PROVIDED BY FLAGSTAFF COUNTY FOR THE HAMLETS OF STROME AND GALAHAD**

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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, Flagstaff County deems it desirable to contract with the Flagstaff Regional Solid Waste Management Association for the provision of solid waste collection services within certain areas of Flagstaff County;

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 Flagstaff County, in the Province of Alberta, duly assembled, enacts as follows:

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Utilities Bylaw**

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**PART I - TITLE AND DEFINITIONS**

**Bylaw Title**

- 1 This Bylaw shall be known as "The Utilities Bylaw".

**Definitions**

- 2 In this Bylaw, unless the context otherwise requires:

- (a) "**Association**" means the Flagstaff Regional Solid Waste Management Association;
- (b) "**Account**" means an agreement between a Customer and the County for the supply of Utility Services of which the terms of this Bylaw shall form a part and includes the amounts payable from time to time by the Customer to the County, as the context requires;
- (c) "**Base Consumption Allowance**" means the maximum volume of consumption of a Utility Service by a Customer that is permitted under a Monthly Fixed Rate without incurring additional Consumption Charges;
- (d) "**Chief Administrative Officer**" means the Chief Administrative Officer of the County or their delegate;
- (e) "**Consumption Charge**" means the monthly usage based charge imposed by the County pursuant to this Bylaw, which is calculated based on a rate per quantity of Utility Service that is consumed by a Customer;
- (f) "**Council**" means the municipal council of the County;
- (g) "**County**" means the municipal corporation of Flagstaff County and its duly authorized employees, agents, contractors and other representatives or the geographic area contained within the boundaries thereof, as the context requires;
- (h) "**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;
- (i) "**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;
- (j) "**Dwelling**" means a private residence with sleeping and cooking facilities used or intended to be used as a residence;
- (k) "**Engineering Design Standards**" means the County's Minimum Engineering Design Standards, or in the absence of such standards, generally accepted municipal engineering standards;
- (l) "**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;
- (m) "**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, truck fill facilities, curb stops, valves, fittings, fire hydrants, chambers, Meters, Cross Connection control devices and all other equipment and machinery of whatever kind owned by the County that is used to produce and supply potable water to Customers; or
  - ii. the Sewer System, including without limitation: Wastewater treatment plants, sewage lagoons, pumping stations, Sewer Mains, Sewer Service Lines, valves, fittings, chambers, Meters, and all other equipment and machinery of whatever kind owned by the County that is used for the collection and transmission of Wastewater;

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- (n) **"Household Waste"** means unwanted refuse or materials intended for disposal generated by normal human living processes and domestic activities;
- (o) **"Meter"** means an individual or compound water and all other equipment and instruments, including but not limited to, radio frequency units and remote meter reading devices supplied and used by the County to calculate and register the amount of water consumed relative to the land and buildings that the Meter is designed to monitor, as the context requires;
- (p) **"Monthly Fixed Rate"** means the rate charged by the County to Customers pursuant to this Bylaw each month that relates to the usage of a particular Utility Service by the Customer.
- (q) **"Monthly Infrastructure Fee"** means the fee charged by the County to Customers pursuant to this Bylaw each month for access to a particular Utility Service that relates to the costs of constructing, maintaining and repairing the applicable utility system;
- (r) **"Multiple Dwelling"** means a wholly or partially residential development containing more than one Dwelling, whether or not the development is within a single building;
- (s) **"Municipal Tag"** means a tag or similar document issued by the County pursuant to the *Municipal Government Act* that alleges a bylaw offence and provides a Person with the opportunity to pay an amount to the County in lieu of prosecution for the offence;
- (t) **"Non-Residential Premises"** means any building that is used for commercial, industrial or institutional purposes and does not include a Residential Premises or a Multiple Dwelling;
- (u) **"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;
- (v) **"Occupant"** means a Person occupying a Property, including a lessee or licensee, who has actual use, possession or control of the Property;
- (w) **"Peace Officer"** includes a Bylaw Enforcement Officer appointed by the County, a Community Peace Officer whose appointment includes enforcement of the County's Bylaws and a member of the Royal Canadian Mounted Police;
- (x) **"Person"** means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative to whom the context applies according to law;
- (y) **"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 Sewer System;
- (z) **"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 County;
- (aa) **"Property"** means:
  - i. in the case of land, a parcel of land including any buildings; or
  - ii. in other cases, personal property;
- (bb) **"Residential Premises"** means:
  - i. any building containing a single Dwelling (single detached dwelling); or

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- ii. a semi-detached dwelling (duplex), where each single Dwelling unit is deemed to be a Residential Premises;
- (cc) **“Service Area”** means:
- i. in respect to Water Services, Sewer Services and Solid Waste Services, the hamlets of Galahad and Strome;
- (dd) **“Service Connection”** means all of the Facilities required to achieve a physical connection between:
- i. the County’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;
  - ii. the County’s Sewer Main abutting a Customer’s Property and a Private Drainage Line to allow a Customer to discharge Wastewater, which includes a Sewer Service Line, a Service Connection Point and a Private Drainage Line, or
- as the context requires;
- (ee) **“Service Connection Point”** means the point on the Service Connection where:
- i. a Water Service Line physically connects to a Private Water Line; or
  - ii. a Sewer Service Line physically connects to a Private Drainage System;
- as the context requires;
- (ff) **“Sewer Main”** means those pipes installed for the collection and transmission of Wastewater within the County to which a Service Connection may be connected;
- (gg) **“Sewer Service Line”** means that portion of a Service Connection owned by the County that extends from the Sewer Main to the Service Connection Point;
- (hh) **“Sewer Services”** means the removal of Wastewater by the County from a Customer’s Property and associated services offered to Customers within the Service Area under this Bylaw;
- (ii) **“Sewer Services Guidelines”** means those guidelines, procedures, protocols, requirements, specifications or standards respecting Sewer Services adopted by the Chief Administrative Officer from time to time, which are not inconsistent with the Terms and Conditions of Sewer Services attached as Schedule “C” to this Bylaw;
- (jj) **“Sewer System”** means the Facilities used by the County 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*;
- (kk) **“Solid Waste Services”** means the curb side collection of Household Waste from Properties within the Service Area;
- (ll) **“Solid Waste Services Guidelines”** means those guidelines, procedures, protocols, requirements, specifications or standards respecting Solid Waste Services adopted by the Chief Administrative Officer or by the Association from time to time, which are not inconsistent with the Terms and Conditions of Solid Waste Services attached as Schedule “D” to this Bylaw;
- (mm) **“Subsidiary Meter”** means a privately owned Meter installed on Property at the Customer’s expense and utilized strictly for the Customer’s purposes;
- (nn) **“Terms and Conditions”** means the terms and conditions in respect of Water Services, Sewer Services and Solid Waste Services described in Schedules “A”, “B”, “C” and “D”;
- (oo) **“Utility Services”** means Water Services, Sewer Services or Solid Waste Services or any combination of them;

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- (pp) **"Utility Services Guidelines"** includes Water Services Guidelines, Sewer Services Guidelines or Solid Waste Services Guidelines;
- (qq) **"Violation Ticket"** has the same meaning as in the *Provincial Offences Procedure Act*;
- (rr) **"Wastewater"** means the composite of water and water-carried wastes discharged from residential, commercial, industrial or institutional Properties;
- (ss) **"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;
- (tt) **"Water Main"** means those pipes installed for the conveyance of water within the County to which Service Connections may be connected;
- (uu) **"Water Service Line"** means that portion of a Service Connection owned by the County that extends from the Water Main to the Service Connection Point;
- (vv) **"Water Services"** means the provision of potable water, as applicable, by the County to a Customer's Property and associated services offered to the Customer under this Bylaw;
- (ww) **"Water Services Guidelines"** means those guidelines, procedures, protocols, requirements, specifications or standards respecting Water Services adopted by the Chief Administrative Officer from time to time, which are not inconsistent with the Terms and Conditions of Water Services attached as Schedule "B" to this Bylaw; and
- (xx) **"Water System"** means the Facilities used by the County to supply potable water to Customers, which is deemed to be a municipal public utility within the meaning of the *Municipal Government Act*.

**PART II - PROVISION OF UTILITY SERVICES**

**Other Public Utilities Prohibited**

3

- (1) All Water Services, Sewer Services and Solid Waste Services provided within the Service Area, shall be provided by the County or its authorized agents.
- (2) In the case of Solid Waste Services, the Association is an authorized agent of the County.

**Terms and Conditions**

- 4 All Utility Services provided by the County shall be provided in accordance with Schedules "A" "B" "C" and "D" as applicable.

**Rates, Fees and Charges**

5

- (1) The County will provide Water Services, Sewer Services and Solid Waste Services to Customers within the Service Area at the rates, fees or other charges specified in Schedule "E", as may be amended by Council by bylaw from time to time.
- (2) Where rates, fees or charges have not been established in Schedule "E" for a particular service, the Chief Administrative Officer may establish charges for services provided. Without limiting the generality of the foregoing, the Chief Administrative Officer may establish charges for the following:
  - (a) Service connection fees and developer contributions;
  - (b) Meter accuracy tests;

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- (c) Meter resizing;
  - (d) Repair or replacement of damaged County Facilities where the Facilities are under the Customer's care or have been operated or interfered with by the Customer;
  - (e) Disconnection of service for non-payment;
  - (f) Missed appointment;
  - (g) Fire hydrant permits;
  - (h) Construction water;
  - (i) Water Service turn-on/turn-off at Customer request;
  - (j) After hour service callout;
  - (k) Frozen/damaged Meter.
- (3) All additional services provided by the County to a Customer will be billed to the Customer in accordance with an agreement between the Customer and the County.
- (4) The County will operate and maintain the Water System, the Sewer System and provide Solid Waste Services 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 County's favor

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 County.

**Utility Services Guidelines**

6

- (1) The Chief Administrative Officer may adopt, amend, repeal and replace Utility Service Guidelines from time to time as the Chief Administrative Officer deems advisable.
- (2) Without limiting the generality of subsection (1), Utility Service 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 Services application fees, handling of confidential Customer Account information, closing an Account, and any other matter relating to Customer Accounts;
  - (c) measurement of water 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;



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- (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 that a Customer may comply with in order to access a truck fill facility;
- (g) procedures or requirements for upgrading, re-sizing, relocating or otherwise changing a Service Connection, whether at the instigation of the County or at the request of a Customer;
- (h) the turn-on and turn-off of Water Services whether at the instigation of the County or at the request of a Customer; and
- (i) 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.

7 The Association may, with respect to Solid Waste Services, establish supplementary conditions or requirements for the collection of Household Waste within the Service Area that are not contrary to this Bylaw or to Solid Waste Guidelines established by the Chief Administrative Officer.

### **Notices**

8 In any case in which written notice is required to be provided to a Customer pursuant to this Bylaw, the Chief Administrative Officer 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 III - ENFORCEMENT**

### **Offence**

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

### **Continuing Offence**

10 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**

11 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**

12

- (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

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or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence.

**Fines and Penalties**

13

- (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 "F".

**Municipal Tag**

14

- (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 Chief Administrative Officer 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**

15 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 County the penalty specified within the time period indicated on the Municipal Tag.

**Violation Ticket**

16

- (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.

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**Voluntary Payment**

17 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**

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

**PART IV - GENERAL**

**Schedules**

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

- (a) Schedule "A" – General Terms and Conditions of Utility Services;
- (b) Schedule "B" – Terms and Conditions of Water Services;
- (c) Schedule "C" – Terms and Conditions of Sewer Services;
- (d) Schedule "D" – Terms and Conditions of Solid Waste Services;
- (e) Schedule "E" – Rates, Fees and Other Charges; and
- (f) Schedule "F" – Specified Penalties.

**Severability**

20 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**

21 This Bylaw repeals Utility Bylaw 01/22.

**Enactment**

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

READ A FIRST TIME IN COUNCIL THIS 25 DAY OF Jan 2023.

READ A SECOND TIME IN COUNCIL THIS 25 DAY OF Jan 2023.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS 25 DAY OF Jan. 2023.

  
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REEVE

  
\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

**SCHEDULE "A"**

**GENERAL TERMS AND CONDITIONS OF UTILITY SERVICES**

**PART I - GENERAL WATER, SEWER AND GAS PROVISIONS**

**Duty to Supply**

1

- (1) The County shall continue, insofar as there is sufficient capacity and supply, to supply Water Services, upon such terms as Council considers advisable, to any Customer within the County situated along a Water Main.
- (2) The County shall continue, insofar as there is sufficient capacity and supply, to supply Sewer Services, upon such terms as Council considers advisable, to any Customer within the County situated along a Sewer Main.
- (3) The County shall continue, insofar as is reasonably practicable, to supply Solid Waste Services, upon such terms as Council considers advisable, to any Customer within the Service Area.
- (4) All Utility Services provided by the County 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 County.

**No Guarantee of Continuous Supply**

2

- (1) The County does not guarantee or warrant the continuous supply of potable water and the County 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 this Bylaw.
- (2) Customers depending upon a continuous and uninterrupted supply or pressure of water or who require or have processes or equipment that require particularly clear or pure water shall provide such facilities, as they are considered necessary, to ensure a continuous and uninterrupted supply, pressure or quality of water required for this use. The County assumes no responsibility for same.
- (3) The County does not guarantee or warrant the continuous capacity to collect, store and transmit Wastewater and the County reserves the right to restrict the availability of Sewer Services or to disconnect Sewer Services, in whole or in part, with or without notice, in accordance with this Bylaw.
- (4) The County shall not be liable for damages, including losses caused by a break within the County's Water System or Sewer System or caused by the interference or cessation of water supply including those necessary or advisable regarding the repair or proper maintenance of the County's Water System or Sewer System, or generally for any accident due to the operation of the County's Water System or Sewer 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 County will provide Utility Services at the rates, fees and other charges specified in Schedule "E" as may be amended by Council by bylaw from time to time.
- (2) Where rates, fees or charges have not been established in Schedule "E" for a particular service the Chief Administrative Officer may establish charges for services provided.
- (3) All additional services provided by the County to a Customer will be billed to the Customer in accordance with a written agreement between the Customer and the County.

**PART II - SERVICE CONNECTIONS**

**Application for Service Connection**

4

- (1) A Customer requesting Utility Services involving a new Service Connection shall apply to the Chief Administrative Officer 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 Chief Administrative Officer.
- (2) Upon receipt of all required information and fees, verification of the Customer's identity and the accuracy of the information, the Chief Administrative Officer will advise the Customer whether and on what terms the County 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(s) and supply of Utility Services.

**Easements and Rights-of-Way**

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

**Design and Engineering Requirements for Service Connections**

- 6 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 Chief Administrative Officer. 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 County may reasonably require, signed and sealed by a professional engineer.

**Construction of Service Connections**

7

- (1) The County shall provide and install all Facilities up to the Service Connection Point, subject to the terms of the Utilities Bylaw including without limitation, payments by the Customer.
- (2) The Customer shall be responsible for the installation and condition of the Private Water Line or 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 or Private Drainage Line receives approval from the County prior to construction;
  - (b) shall not backfill the excavation until such time as the County has inspected the work or has advised approval of the work.

**Customer Responsibility for Service Connection**

8

- (1) The Customer assumes full responsibility for the proper use of any Service Connection and any Utility Services provided by the County and for the condition, suitability and safety of any and all devices or equipment necessary for receiving Utility Services that are located on the Customer's Property.
- (2) 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 or Utility Services, or to protect the safety or reliability of the Water System or Sewer System. The Customer shall provide and install any such devices at the Customer's sole expense.

**Compliance with Requirements and Use of Service Connection**

9

- (1) A Customer shall ensure that the Customer's facilities comply with the requirements of the Utilities Bylaw, all applicable statutes, codes, standards and regulations and with the County's specifications.
- (2) A Customer shall not use a Service Connection or any Utility Service 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, upon receiving notice from the Chief Administrative Officer, take whatever action is required to correct such interference or disturbance at the Customer's expense.

**Abandonment of Service Connection**

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

**Ownership of Facilities**

11

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

**Access to Facilities**

12

- (1) No Person shall obstruct or impede the County'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 County's 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 County'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 ten (10) days after receiving from the Chief Administrative Officer a notice in writing to do so, then in addition to any other legal remedy available the Chief Administrative Officer 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**

13

- (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 County.
- (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**

- 14 The Customer shall furnish and maintain, at no cost to the County, the necessary space and protective barriers to safeguard Facilities installed or to be installed upon the Customer's Property. If the Customer refuses, the Chief Administrative Officer may, at the Chief Administrative Officer's option, furnish and maintain, and charge the Customer for furnishing

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and maintaining, the necessary protection. Such space and protective barriers shall be in conformity with applicable laws and regulations and subject to the Chief Administrative Officer's specifications and approval.

**Customer to Pay Relocation Costs**

15 The Customer shall pay all costs of relocating the County'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. If requested by the County, the Customer shall pay the estimated cost of the relocation in advance.

**Prohibited Extension of Customer Owned Facilities**

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

**PART III - UTILITY ACCOUNTS**

**Requirement for Account**

17

- (1) The Owner of a Property shall apply for an Account with the County 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) In the case of a Multiple Dwelling, the Chief Administrative Officer may require that a separate Account be opened in respect of each Dwelling within the Multiple Dwelling for Utility Services, and, in the case of Water Services, separate Accounts may be required regardless of the number of Service Connections through which water is delivered to the Multiple Dwelling.
- (3) Except as provided under the Utilities Bylaw, the County shall not grant Utility Services to an Occupant that is not the Owner of the Property.
- (4) Notwithstanding subsection (3) above, an Owner may request to have bills mailed to an Occupant that is not the Owner of the Property at a Property under the Owner's name; however, the Owner of a Property where Utility Services are received shall be responsible for all services delivered or consumed and all fees, rates and charges levied for services delivered or consumed.
- (5) Upon the change of ownership of a Property supplied with Utility Services, the new Owner shall apply for an Account with the County, failing which the County may deem an application to have been received from the new Owner of the Property and open an Account in the new Owner's name.

**Security Deposits**

18

- (1) The Chief Administrative Officer may, in the Chief Administrative Officer's 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 the Chief Administrative Officer's 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 County.
- (4) The County is not obliged to pay interest on any security deposit held by the County to a Customer.

### **Obligation to Pay**

19

- (1) The Chief Administrative Officer may add to a Customer's Account the charges for all Utility Services provided by the County 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 will be made for water supplied to or made available for use by any Customer because of any interruption due to any cause whatsoever of the water supply.
- (3) The amount of the billing shall be based upon the rates, fees and charges set out in the Schedule "E", with water consumption being determined by the applicable Meter reading obtained on a bi-monthly basis, or such other frequency in the discretion of the Chief Administrative Officer. Where a Meter reading is not obtainable, at the discretion of the Chief Administrative Officer, a system-generated estimate may be used.
- (4) Payment on Accounts may be made to the County at such locations designated, and under any payment methods approved, by the Chief Administrative Officer from time to time.

### **Past Due Accounts**

20

- (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 County by the due date. The Customer may also be charged a dishonoured 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 County and is recoverable 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 the Chief Administrative Officer adding the outstanding Account balance to the tax roll of an Owner of a Property in accordance with the *Municipal Government Act*.

### **Disconnection without Notice**

21 If the Chief Administrative Officer believes there is any actual or threatened danger to life or Property, or in any other circumstances the nature of which, in the Chief Administrative Officer's sole judgment, requires such action, the Chief Administrative Officer has the right to withhold connection or to disconnect a Service Connection without prior notice to the Customer.

### **Disconnection with Notice**

22 The Chief Administrative Officer may withhold connection or may disconnect a Customer's Service Connection (without prejudice to any of the County'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 this 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 Utilities Bylaw or any agreement between the Customer and the County for the provision of Utility Services; or
- (d) any other similar circumstances to those described above that the Chief Administrative Officer determines, in its sole discretion, acting reasonably, require the withholding or disconnecting of service upon 48 hours' notice.



**Request for Disconnection and Reconnection of Service**

23

- (1) The Owner of a Property that receives Utility Services may request in writing that the County disconnect a Utility Service provided to the Property on a temporary basis in connection with an extended absence in which case the Owner agrees to pay any applicable disconnection charge and agrees to pay the Monthly Infrastructure Fee and the Solid Waste Services Monthly Fixed Rate but will not be required to pay the Monthly Fixed Rate for Water and Sewer for the duration of the temporary disconnection or discontinuance.
- (2) Before the County reconnects or restores Utility Services, the Customer shall pay:
  - (a) any amount owing to the County for the provision of Utility Services;
  - (b) the applicable reconnection charges; and
  - (c) any applicable security deposit.

**The County's Right of Entry**

24

- (1) As a condition of receipt of Utility Services and as operational needs dictate, authorized representatives of the County 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 County's Facilities;
  - (b) investigating or responding to a Customer complaint or inquiry;
  - (c) conducting an unannounced inspection where the Chief Administrative Officer 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 Chief Administrative Officer 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 County's reasonable out-of-pocket and administrative costs, if the County's lawful entry to a Customer's Property is prevented or hindered, whether by a Customer not keeping a scheduled appointment or for any other cause.

**Removal of County Facilities**

25 Where any Customer discontinues Utility Services furnished by the County, or the County lawfully refuses to continue any longer to supply it, any authorized representative of the County may at all reasonable times enter the Customer's Property to remove any Facilities in or upon such Property.

**False Information**

26 No Person shall supply false information or make inaccurate or untrue statements in a document or information required to be supplied to the County pursuant to the Utilities Bylaw.

**PART IV - METERS**

**Provision and Ownership of Meters**

27

- (1) All water supplied by the County through each Service Connection shall be measured by one Meter for each Utility Service unless the Chief Administrative Officer, in the Chief Administrative Officer's sole discretion, has specified otherwise.
- (2) As applicable, the County shall, at the Customer's sole cost, supply and install:
  - i) 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 County, notwithstanding the Customer has paid the County'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 required Meters are installed and an Account opened.

**Responsibilities of Customer**

28

- (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 County 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**

29

- (1) No Person, other than an authorized agent of the County, shall install, test, remove, repair, replace, or disconnect a Meter.
- (2) No Person shall break, tamper, or interfere with any Meter.
- (3) 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.
- (4) No Person shall obstruct or impede direct and convenient access to Meters for the purpose of inspection, removal, repair, replacement or reading.

**Subsidiary Meters**

30

- (1) A Customer may, for the Customer's own benefit, and the Customer's own cost, install a Subsidiary Meter between the Meter supplied by the County and the point of use of the water supplied, provided that the County 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 Chief Administrative Officer, a Subsidiary Meter has been installed in a manner so as to interfere with the operation of or access to the County's Meter, the Chief Administrative Officer may direct, in writing, that the Customer relocate or remove the Subsidiary Meter within a time frame selected by the Chief Administrative Officer.

### **Access to Meters**

31 The Chief Administrative Officer may, at any reasonable time, read, inspect, remove or test a Meter installed on Property owned or controlled by the Customer.

### **Meter Readings**

32 Where three consecutive estimated Meter readings have been used for billing purposes due to the Meter not being read by an authorized representative of the County as a result of the Customer failing to provide or allow the County access to the Meter during a billing period:

- (a) a notice may be left at the Customer's address requesting the Customer to contact the Chief Administrative Officer within two (2) working days, advising of the date and time that the Chief Administrative Officer will be able to have access to the Meter for the purpose of obtaining an actual Meter reading; or
- (b) in the case where the Customer does not contact the Chief Administrative Officer within two working days, the County may disconnect the Service Connection without any further notice until such time as an actual Meter reading can be obtained.

### **Meter Testing**

33

- (1) Upon the written request of a Customer, the Chief Administrative Officer shall arrange for on-site Meter verification and if necessary, shall arrange for a Meter to be tested by a person 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.
- (2) If the Meter is found to be recording inaccurately as defined above, the Chief Administrative Officer will:
  - (a) repair or replace the Meter and the cost, along with the costs of verification and testing, shall be borne by the County; and
  - (b) the Account based on the readings of that Meter during the period of four months immediately preceding the date of the test or calibration shall be corrected to reflect the error in the Meter and the Customer shall pay, or shall be refunded, as the case may be, the amount so determined, which payment or refund shall be accepted by both the County and the Customer in full settlement of any claim that may arise out of the error in the Meter.
- (3) The Chief Administrative Officer may at any time inspect or test any Meter, on its 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**

34

- (1) If under any circumstances, a Person other than an authorized agent of the County prevents a Meter from accurately recording the total volume of water supplied, the County may disconnect the Service Connection or take other appropriate actions to ensure access to accurate Meter data or both.
- (2) The Chief Administrative Officer 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.

**SCHEDULE "B"**

**TERMS AND CONDITIONS OF WATER SERVICES**

**Water Demand Management Measures**

1

- (1) The Chief Administrative Officer 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 County.
- (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 Chief Administrative Officer's authorization.

**Alternate Water Supply**

2

- (1) Once a Property is connected to the Water System, no Person shall, unless authorized in writing by the Chief Administrative Officer, allow water to be supplied to that Property by way of a well, spring or other source of water supply that is not connected to the Water System.
- (2) The Chief Administrative Officer may allow a Person to use an alternate source of water supply for irrigation, livestock watering or other non-domestic purposes, subject to such terms and conditions as the Chief Administrative Officer deems necessary, including but not limited to imposing a limit on the period of time for which an alternate source of water supply may be used.
- (3) No Person who has been granted permission by the Chief Administrative Officer to use an alternate water supply under this section shall allow the alternate source of water to be connected, directly or indirectly, to the Water System.

**Resale and Supply of Water**

3 No Person shall, unless authorized by the Chief Administrative Officer in writing:

- (1) resell water obtained from the Water System to any other Person;
- (2) supply water obtained from the Water System to any Person who intends to sell the water;  
or
- (3) 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 a manner that will impede water use by other Customers;
  - (b) unless an Account has been opened by the Customer;
  - (c) unless the water has first passed through a Meter, except in the case of unmetered temporary Water Services in accordance with Section 6; or
  - (d) in any other unauthorized manner.
- (2) If the Chief Administrative Officer finds an unauthorized use of water including without restriction as a result of any tampering with a Meter or other Facilities, the Chief Administrative Officer may make such changes in the County'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 Chief Administrative Officer may disconnect the Service Connection immediately, without notice and shall charge the

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Person all costs incurred in correcting the condition, in addition to any other rights and remedies that may be available to the County.

- (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 Chief Administrative Officer of the amount of water used in contravention of this Section;
  - (b) all costs incurred by the County in dealing with the contravention; and
  - (c) any other applicable fees or charges provided for in this 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 County 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 County's requirements applicable to the installation and operation of the Private Water Line. The County reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

**Temporary Water Services**

- 6 The County 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 Water Services as specified in the Utilities Bylaw. A Customer who is receiving temporary Water Services for the construction phase of a development ceases to be entitled to take temporary Water Services at the construction rate and is required to apply for metered Water Services when
- i) a County final inspection is issued for the development; or
  - ii) the development is being used for its intended purpose;
- whichever event occurs first.

**Use of Water from Fire Hydrants**

7

- (1) Unless authorized by the Chief Administrative Officer, no Person shall operate or interfere with a fire hydrant, whether owned by the County 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 Chief Administrative Officer 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 Chief Administrative Officer.
- (3) The Chief Administrative Officer will advise the Customer whether and on what terms the County 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**

8

- (1) No Person shall conduct fire hydrant flow tests without first obtaining the authorization of the Chief Administrative Officer.
- (2) Fire hydrant flow tests shall be conducted at the Customer's sole expense, including all costs associated with having a County representative attend to witness the test.

**Private Fire Hydrants**

9

- (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 Chief Administrative Officer, 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.
- (3) The Chief Administrative Officer may, at any reasonable time, inspect and test a private fire hydrant for compliance with the Utilities Bylaw.

**Interference with Fire Hydrants**

10

- (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**

- 11 No Person, other than an authorized representative of the County, shall operate a Curb Stop on any Property.

**Cross Connections**

12

- (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 Chief Administrative Officer determines that there exists a connection or Cross Connection prohibited by this Section, the Chief Administrative Officer 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.

**SCHEDULE "C"**

**TERMS AND CONDITIONS OF SEWER SERVICES**

**Unauthorized Use of Sewer System**

1

- (1) No Person shall use the Sewer System, or allow the Sewer System to be used:
  - (a) in a manner that will impede the Sewer System's use by other Customers;
  - (b) unless an Account has been opened by the Customer; or
  - (c) in any other unauthorized manner.
- (2) If the Chief Administrative Officer finds an unauthorized use of the Sewer System including without restriction any tampering with any of the Facilities, the Chief Administrative Officer 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 Sewer System, the Chief Administrative Officer 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 County.
- (4) A Person that uses the Sewer System in contravention of this Section shall pay the following charges:
  - (a) the applicable rate for the Sewer Services used based on an estimate by the Chief Administrative Officer of the value the contravention of this Section;
  - (b) all costs incurred by the County in dealing with the contravention; and
  - (c) any other applicable fees or charges provided for in this Bylaw.

**Alternate Wastewater Collection**

2

- (1) Once a Property is connected to the Sewer System, no Person shall, unless authorized in writing by the Chief Administrative Officer, maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the collection or disposal of Wastewater on that Property.
- (2) The Chief Administrative Officer may allow a Person to maintain alternate Wastewater collection facilities described in subsection (1) subject to such terms and conditions as the Chief Administrative Officer deems necessary, including but not limited to imposing a limit on the period of time for which the alternate Wastewater collection facilities may be used.
- (3) No Person who has been granted permission by the Chief Administrative Officer to maintain an alternate Wastewater collection facility shall allow that alternate facility to be connected, directly or indirectly, to the Sewer System.

**Authorizations and Approvals for Private Sewer Line**

3

- (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 Sewer Line.
- (2) The County shall not be required to commence Sewer 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 County's requirements applicable to the installation and operation of the Private Sewer Line. The County reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

### **Discharge into Sewer System**

4

- (1) Except as agreed to in writing by the Chief Administrative Officer, no Person shall discharge or permit to be discharged into the Sewer System any matter other than domestic Wastewater resulting from normal human living processes.
- (2) For greater certainty, and without in any way restricting subsection (1), no Person shall discharge or permit to be discharged into the Sewer System:
  - (a) any matter containing Hazardous Waste;
  - (b) any flammable liquid or explosive matter which, by itself or in combination with any other substance, is capable of causing or contributing to an explosion or supporting combustion;
  - (c) any matter which, by itself or in combination with any other substance, is capable of obstructing the flow of or interfering with the operation or performance of the Sewer System;
  - (d) any matter with corrosive properties which, by itself or in combination with any other substance, may cause damage to the Sewer System;
  - (e) any condensing water, heated water or other liquids of a temperature higher than one hundred and seventy (170) degrees Fahrenheit;
  - (f) the contents of any privy vault, manure pit or cesspool; or
  - (g) the contents of a sump pump or surface drainage.

### **Commercial or Industrial Wastes**

5

- (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 Sewer System unless prior approval has been granted by the Chief Administrative Officer and only then after any required pretreatment of the Wastewater or other matter as prescribed by the Chief Administrative Officer.
- (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**

- 6 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**

7

- (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 Chief Administrative Officer may require a Customer of any Property to install an interceptor if the Chief Administrative Officer, in the Chief Administrative Officer's 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 Sewer System**

8

- (1) No Person shall remove, damage, destroy, alter or tamper with any Facilities forming part of the Sewer System, except as authorized by the Chief Administrative Officer.
- (2) No person shall interfere with the free discharge of any Sewer Main or part thereof or do any act or thing that may impede or obstruct the flow to, or clog up, the Sewer System.
- (3) In case of a blockage, either wholly in in part, of the Sewer System by reason of negligence or the failure or omission to strictly comply with the provisions of this Bylaw, the Customer concerned or Person responsible shall be liable for all clogs and the cleaning of such blockages and for any other amount for which the County may be held liable for due to such blockages.

### **Hauled Wastewater**

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

### **Spills**

10

- (1) Any Person who discharges or permits the discharge of any Wastewater or other matter contrary to this Bylaw shall, immediately after becoming aware of the discharge, notify:
  - (a) the Chief Administrative Officer 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;
  - (b) 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
  - (c) 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.

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SCHEDULE "D"

TERMS AND CONDITIONS OF SOLID WASTE SERVICES

Definitions

1 In this Schedule:

- (a) **"Biomedical Waste"** means all waste generated in or resulting from the operation of a sick room, funeral home, hospital, medical office, dental office, medical clinic, dental clinic, veterinary clinic or biological research station which contains or may contain pathogenic agents, pathological agents, or which may cause disease in persons exposed to such waste, and includes all human tissue, blood, organs, body parts and fluids;
- (b) **"Bulk Waste"** includes furniture, appliances, mattresses, bicycles, or other oversize items not capable of being placed in a Waste Receptacle or a Garbage Bag for collection;
- (c) **"Collection Schedule"** means the set schedule regarding the provision of Solid Waste Services approved by the Association for the weekly collection of Household Waste within the Service Area;
- (d) **"Construction Waste"** means any Waste generated by constructing, altering, repairing or demolishing any structure;
- (e) **"Extra Bag Tag"** means the tag issued by the County to a Person pursuant to Section 14 of this Schedule;
- (f) **"Garbage Bag"** means a non-returnable plastic bag meeting the following specifications:
  - (i) made from sturdy material which is strong enough to withstand normal handling and lifting;
  - (ii) can be securely tied at the top;
  - (iii) is in good condition, free from rips and tears; and
  - (iv) not exceeding twenty (20) kilograms including its contents.
- (g) **"Hazardous Waste"** has the meaning set out in the *Environmental Protection And Enhancement Act*, RSA 2000, c E-12 and regulations thereunder and includes any Waste which contains trichlorophenol, pentachlorophenol, free cyanides or polychlorinated biphenyls; any Liquid Waste which contains arsenic, cadmium, chromium, lead, mercury, nickel, selenium or thallium concentrations greater than 99 milligrams per kilogram; any Liquid Waste which contains an organic solvent in concentration greater than 999 milligrams per kilogram; any pesticides, herbicides, explosives, quick lime, sewage sludge, septic tank pumpings, oil, combustible liquids, batteries, poisons, acids, caustics; any container used to transport any such waste and any other Waste which presents an unusual disposal problem for reasons of health or safety;
- (h) **"Liquid Waste"** means any Waste, other than Hazardous Waste, having a moisture-content in excess of 30%;
- (i) **"Waste"** means any discarded material intended for disposal and includes but is not limited to Biomedical Waste, Bulk Waste, Construction Waste, Hazardous Waste, Household Waste and Liquid Waste;
- (j) **"Waste Collection Fee"** means the fixed monthly service fee charged to the Owner of a Property that is provided Solid Waste Services;
- (k) **"Waste Collector"** means any authorized employee or agent of the Association performing Waste collection activities on behalf of the County;
- (l) **"Waste Receptacle"** means a sturdy reusable container of rust resistant material, of a tapered cylindrical design, having a smooth rim, two rigid fixed handles and a removable watertight lid, and meeting the following requirements:

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- (i) Not exceeding twenty (20) kilograms including its contents
- (ii) no smaller than sixty (60) liters and no larger than one hundred (100) litres;  
and
- (iii) in a safe, serviceable condition.

**Collection Services**

2 The Association will:

- a) establish the Collection Schedule annually; and
- b) establish methods of Waste collection and disposal.

3

- (1) The Association will provide Solid Waste Services to Owners of Property located within the Service Area at the Request of the Owner.
- (2) The Owner or Occupant of any Property not described in subsection (1) shall, either personally or by employees, contractors or agents, and in compliance with all applicable federal, provincial and municipal laws, promptly remove and dispose of all Waste generated on the Property, at the Owner or Occupant's sole expense.

**Prohibited Waste**

4

- (1) The Association shall not collect nor be responsible for the collection of any Waste other than Household Waste generated by Properties located within the Collection Area.
- (2) No Person shall set out, or permit to be set out, any Waste for collection other than Household Waste in accordance with this Bylaw including, without limiting the foregoing:
  - (a) Household Waste generated by any Property outside of the Collection Area;
  - (b) Household Waste generated by any Multiple Dwelling;
  - (c) animal carcasses;
  - (d) Biomedical Waste;
  - (e) Bulk Waste;
  - (f) Construction Waste;
  - (g) Hazardous Waste;
  - (h) hot ashes; or
  - (i) Liquid Waste.

**Waste Collection Fees**

5

- (1) Every Owner of a Property that is provided Solid Waste Services shall pay to the County the Waste Collection Fee specified in Schedule "E" of this Bylaw.

**Waste Volume Limits**

6

- (1) No Person shall set out, or allow to be set out, more than four (4) Garbage Bags per Property for collection.
- (2) Despite subsection (1), a Person may set out additional Waste for collection upon purchasing and affixing an Extra Bag Tag to each additional Garbage Bag in excess of the four (4) bag limit.

**Extra Bag Tags**

7

- (1) A Customer may purchase Extra Bag Tags at those locations designated by the County or the Association from time to time.
- (2) The fee for an Extra Bag Tag will be as specified in Schedule "E".
- (3) To be valid, an Extra Bag Tag must be affixed to the Garbage Bag so that it is clearly visible to the Waste Collector.
- (4) No Extra Bag Tag shall be affixed to a Waste Receptacle.
- (5) An Extra Bag Tag shall be voided in a manner specified by the Association upon collection of the Garbage Bag to which the Extra Bag Tag is affixed.

**Excess Waste without Tag**

8

- (1) The Association is not responsible for collecting Waste in excess of the volume limits prescribed in section 6 unless an Extra Bag Tag is affixed and clearly visible on every excess Garbage Bag set out for collection.
- (2) A Customer who sets out Waste for collection that exceeds the volume limits prescribed in section 6 without a valid Extra Bag Tag shall dispose of the excess Waste privately at the Customer's sole expense.

**Withholding Collection Services**

9

- (1) The Association is authorized to withhold collection of improperly prepared Waste, prohibited Waste, excessive quantities of Waste, or Waste located at unsafe or non-compliant locations.

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**SCHEDULE "E"  
RATES, FEES AND CHARGES**

**Water and Sewer Services**

1.

(1) Rates, Fees and Charges for Water Services and Sewer Services are as follows:

PROPERTY TYPE	Water Services			Sewer Services	
	Monthly Fixed Rate	Base Consumption Allowance	Monthly Infrastructure Fee	Monthly Fixed Rate	Monthly Infrastructure Fee
<b>Residential Premises &amp; Farm Properties</b>	\$71.00	15 m <sup>3</sup>	\$34.00	\$17.25	\$23.50
<b>Manors</b> <i>(Flagstaff Regional Housing)</i> <i>(4 units)</i>	\$284.00 <i>(\$71.00 x 4 units)</i>	FLAT	\$34.00  Per Service Connection (1)	\$69.00  <i>(\$17.25 x 4 units)</i>	\$23.50  Per Service Connection (1)
<b>Non-Residential</b>	\$71.00	15 m <sup>3</sup>	\$34.00	\$17.25	\$23.50
<b>Galahad Health Care Centre</b> <i>(18 units)</i>	\$1,278.00 <i>(\$71.00 x 18 units)</i>	FLAT	\$34.00  Per Service Connection (1)	\$310.50  <i>(\$17.25 x 18 units)</i>	\$23.50  Per Service Connection (1)
<b>Non-Metered</b>	\$71.00	-	\$34.00	\$17.25	\$23.50

(2) Reconnection fee: \$50.00

(3) The Infrastructure Fee for Water Services and Sewer Services will be applied to all accounts, regardless of whether Water Services have been disconnected.

(4) The Monthly Fixed Rate for Water Services and Sewer Services will not be applied to accounts for which Water Services have been disconnected.

(5) The Consumption Charge for water consumed in excess of the Base Consumption Allowance will be charged at the rate of \$4.00 per m<sup>3</sup>.

**Solid Waste Services**

2.

(1) Rates, Fees and Charges for Solid Waste Services are as follows:

PROPERTY TYPE	Monthly Fixed Rate
<b>All Properties</b> <i>(except Manors)</i>	\$27.25

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<b>Manors</b> <i>(Flagstaff Regional Housing)</i> <i>(4 units)</i>	\$27.25
Additional Waste Bag Tags	\$1 per tag

- (2) The Monthly Fixed Rate for Solid Waste Services shall apply to all active serviced accounts unless that Customer pays for alternate Solid Waste collection directly from the Association.
- (3) A penalty of 2.5% on all outstanding utility charges shall be added if the account is more than thirty (30) days overdue.

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**SCHEDULE "F"  
SPECIFIED PENALTIES**

<b>Section</b>	<b>Offence</b>	<b>Specified Penalty</b>
s. 18	Obstruct an authorized representative	\$200
Schedule "A", s. 7(2)(b)	Backfill before Service Connection inspection	\$250
Schedule "A", s. 9(2)	Interfere with another Customer's Service Connection/Water Services	\$200
Schedule "A", s. 12(1)	Obstruct access to Facilities	\$500
Schedule "A", s. 12(2)	Failure to manage vegetation on Property	\$200
Schedule "A", s. 12(3)	Install structure that interferes with proper and safe operation of Facilities	\$200
Schedule "A", s. 13(1)	Interfere with or alter Facilities	\$500
Schedule "A", s. 16	Extend Customer-owned infrastructure beyond Property	\$750
Schedule "A", s. 26	Supply false or inaccurate information	\$200
Schedule "A", s. 29(1)	Unauthorized installation, testing, removal, repair, replacement or disconnection of Meter	\$500
Schedule "A", s. 29(2)	Break, tamper or interfere with Meter	\$500
Schedule "A", s. 29(4)	Obstruct access to Meter	\$250
Schedule "B", s. 1(3)	Contravene Water Demand Management Measures	\$250
Schedule "B", s. 2(1)	Allow alternate water supply	\$250
Schedule "B", s. 2(3)	Connect alternate water supply to Water System	\$250
Schedule "B", s. 3(a)	Resell water	\$500
Schedule "B", s. 3(b)	Supply water to Person intending to resell water	\$500
Schedule "B", s. 3(c)	Supply water to Property capable of own Service Connection	\$500
Schedule "B", s. 4(1)(a)	Impede water use of other Customers	\$200
Schedule "B", s. 4(1)(b)	Use water without an Account	\$500
Schedule "B", s. 4(1)(c)	Use water that did not pass through a Meter	\$500

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Schedule "B", s. 4(1)(d)	Use water in unauthorized manner	\$500
Schedule "B", s. 7(1)	Unauthorized interference with fire hydrant	\$500
Schedule "B" s. 8(1)	Conduct unauthorized fire hydrant flow test	\$200
Schedule "B", s. 9(1)	Unauthorized installation, testing, removal, repair, replacement or disconnection of Meter	\$500
Schedule "B", s. 10(2)	Fail to maintain one-meter clearance around fire hydrant	\$300
Schedule "B", s. 11	Unauthorized operation of Curb Stop	\$500
Schedule "B" s. 12(1)	Connection/Cross Connection that could contaminate water	\$750
Schedule "C", s. 1(1)(a)	Impede Sewer Use of other Customers	\$200
Schedule "C", s. 1(1)(b)	Use Sewer Service without an account	\$500
Schedule "C", s. 1(1)(c)	Use Sewer System in unauthorized manner	\$500
Schedule "C", s. 2	Unauthorized alternate sewer supply	\$500
Schedule "C", s. 4(1)	Discharge matter other than household waste	\$500
Schedule "C", s. 5(1)	Discharging industrial wastewater without approval or proper pretreatment	\$500
Schedule "C", s. 6	Diluting Wastewater to allow for discharge into Sewer	\$500
Schedule "C", s. 8(1)	Tampering with Sewer System without authorization	\$500
Schedule "C", s. 8(2)	Interfering with the free discharge of Sewer Main	\$500
Schedule "C", s. 9	Discharge of hauled wastewater at location not approved by the Chief Administrative Officer	\$500
Schedule "D", s. 4(2)	Prohibited Waste	\$250
Schedule "D", s.12(1)	Excess volume of Waste	\$250
<b>Any other offence not listed above</b>		\$250
<b>Any subsequent offence</b>		<b>Double the specified penalty listed above</b>