

BYLAW NO. 31-14

A BYLAW OF LEDUC COUNTY, IN THE PROVINCE OF ALBERTA, TO SET FORTH THE TERMS AND CONDITIONS FOR THE SUPPLY OF WATER DISTRIBUTION AND SUPPLY SERVICES IN LEDUC COUNTY AND THAT BYLAW NO. 02-11 AND ALL AMENDMENTS THERETO ARE HEREBY REPEALED.

WHEREAS:

Pursuant to the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, including Section 7 and Section 8, and Part 3, Division 3, and amendments thereto, the *Council* of Leduc *County* may pass Bylaws for the purpose of operating a public utility, subject to any terms, costs or charges which may be established by *Council*;

Under the authority of the Environment Protection and Enhancement Act, R.S.A. 2000 c. E-12, as amended, Leduc *County* has received registration for the operation of Water Distribution Systems providing service to the development of properties within Leduc *County* as a public utility for the benefit of its residents;

The Capital Region Southwest Water Services Commission has constructed *Water Supply* lines extending into Leduc *County*, and where the supply line is available to Leduc *County* for the provision of treated potable water, Leduc *County*, by way of mutual agreement, purchases water for distribution to residents throughout the developed water distribution *service areas* within Leduc *County*.

The *Council* of Leduc *County* deems it necessary and desirable to establish a *Water Services* Bylaw to govern the management and operations of the Utilities;

NOW THEREFORE:

The *Council* of Leduc *County* in the Province of Alberta, duly assembled, enacts as follows:

1. General

- 1.1. This Bylaw may be cited as, "**The *Water Services* Bylaw**".
- 1.2. The *County* is hereby authorized to supply *Water Services* within the boundaries of the *Service area* pursuant to the terms of this bylaw and subject to such economic or other restraints as *Council*, in their discretion, may deem appropriate.
- 1.3. The *Water Services* provided by the *County* to a *User* shall be provided pursuant to the terms, conditions and provisions of this *Water Services* Bylaw, the contents of which shall be binding upon and form part of an agreement between the *County* and the *User* for the provision of *Utility Services*.
- 1.4. As provided under Section 33 of the *Municipal Government Act*, R.S.A 2000, c. M-26, the *County* shall be the sole provider of *Water Services* to land and Properties within the *Service area*, unless *Council*, in its discretion, authorizes the *County* to enter into an express written agreement to the contrary.
- 1.5. Nothing in this bylaw relieves any *Person* from complying with any federal or provincial law or regulation, other bylaw, or any requirement of any lawful permit, order or license.

BYLAW NO. 31-14

- 2 -

- 1.6. 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.
- 1.7. All schedules attached to this bylaw shall form part of this bylaw.
- 1.8. Any headings or subheadings in this bylaw are included for guidance purposes and convenience only, and shall not form part of this bylaw.
- 1.9. Specific references to statutes and bylaws in this bylaw are meant to refer to the current laws applicable within the Province of Alberta as at the time this bylaw was enacted, and as they are amended from time to time, including successor legislation.
- 1.10. Changes in reference to specific clauses defining the designation of authority caused by updates to the original document referenced shall not affect the validity of this bylaw once enacted.

2. Definitions

In this bylaw each of the following words or terms shall have the following meaning unless expressly stated otherwise:

- 2.1. "**Application**" means the application made by a *Person* to *County* for the supply of *Utility Services*.
- 2.2. "**Bypass**" means a piping structure designed to provide water service around a water control or metering device.
- 2.1. "**CC**" means Curb Cock or *Service Valve* (see below).
- 2.2. "**Council**" means the Municipal Council of *County* in the Province of Alberta.
- 2.3. "**County**" means the corporation of *County* and its duly authorized representatives.
- 2.4. "**County Manager**" means the Chief Administrative Officer of the *County* or his designate.
- 2.5. "**County Service Pipe**" means that portion of a pipe used for the supply of water which extends from the *Water Main* to the *CC* and that portion of a pipe used for the collection of *Sewage* which extends from the *Sewer Main* to the *Property Line*.
- 2.6. "**Critical Service Customers**" means water *Users* connected to the municipal system requiring significant water volume to provide continuous service. Where such service interruption would have immediate high potential health effects. Examples may include but shall not be limited to hospitals, extended care facilities, multi-*Tenant* nursing homes, etc.
- 2.7. "**Customer**" means a *Person* that has entered into an account agreement with *County* for the supply of *Utility Services*, or who is the *Owner* or occupant of any premises connected to or provided with a *Utility service*.
- 2.8. "**Due Date**" means the date payment on an invoice is expected.
- 2.9. "**Emergency**" means an act of God or force majeure creating a condition over which the *User* or the *County* has no control, a condition which creates an imminent danger or a real possibility of *Property* damage, or personal injury, or

BYLAW NO. 31-14

- 3 -

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.

- 2.10. **"Engineering Standards"** means the *County* Design Guidelines and Construction Standards for Developments, or in the absence of such standards, generally accepted municipal *Engineering Standards*.
- 2.11. **"Improvement"** means an *Improvement* as defined by Part 9 of the *Municipal Government Act* including a structure or a building.
- 2.12. **"Meter"** means an approved measuring device and all other equipment and instruments supplied or approved by the *County* to calculate and register the amount of water consumed, on the *Property* upon which such devices are situated, including, but not limited to the *meter* itself, radio frequency units and *Remote Readers*.
- 2.13. **"Owner"** means the *Person* who is registered under the *Land Titles Act* as an *Owner* of a parcel of land, or in the case of *Property* other than land and the *Improvements* thereon, any *Person* who is in legal possession thereof, or a representative for the *Owner* as designated by the *Owner*.
- 2.14. **"Peace Officer"** means a Bylaw Enforcement Officer, or a *Peace Officer* within the meaning of the *Peace Officer Act*, employed or appointed by the *County*.
- 2.15. **"Person"** includes a partnership, a firm, a corporate body, and the successors, heirs, executors, administrators or other legal representatives of a *Person* to whom the context can apply according to law.
- 2.16. **"Private Service" or "Private Service Pipe"** means that portion of a pipe used or intended to be used for the supply of water, which extends from the *CC* to the *Improvement* or *Improvements* intended to be serviced or which, in the case of *Sewer Services*, runs from the *Property Line* to the *Improvement* or *Improvements* to be serviced and, in both cases, includes those works and devices described in Section 29 of the *Municipal Government Act*.
- 2.17. **"Property"** means a parcel of land or an *Improvement* or a parcel of land and the *Improvement* to it, as the context requires, whether the *Improvement* is occupied or unoccupied.
- 2.18. **"Property Line"** means the boundary of a piece of land described in a certificate of title by reference to a plan filed or registered in a land titles office. The reference point for the purposes of this bylaw defining the *Property Line* location shall be in most cases determined by the location of the water *Service Valve*. (Curb Cock, *CC*).
- 2.19. **"Rates"** means the tariff or charges for the supply of *Utility Services* set out in the *County Schedule of Fees and Charges*.
- 2.20. **"Remote Reader"** means an approved device attached to the outside of an *Improvement* enabling the *County* to read water consumption without entering the *Improvement*.
- 2.21. **"Schedule of Fees and Charges"** means *County's Schedule of Fees and Charges*, as may be adopted, amended or altered by *Council* from time to time.
- 2.22. **"Service Area"** means those areas of *County* where *County* owned water distribution services are made available.

BYLAW NO. 31-14

- 4 -

- 2.23. **"Service Connection"** means the part of the system or works of a public utility that runs from the main lines of the public utility to a building or other place on a parcel of land for the purpose of providing the utility service to the parcel;
- 2.24. **"Service Valve"** (Curb Cock, CC) means a shut-off valve located on the *County Service Pipe* between the *Water Main* and the structure or *Improvement* receiving water service, for the purpose of isolating the *Water Services* from a parcel of land.
- 2.25. **"Sewage"** means any liquid waste from a plumbing system
- 2.26. **"Sewer Main"** means those pipes installed for the collection of *Sewage* throughout the *County* to which *County Service Pipes* may be connected.
- 2.27. **"Sewer Services"** means the provision of *Sewer Services* to *Property* within the *County* by means of pipes and related equipment and systems, but does not include the provision of *Sewage Services* by any other means.
- 2.28. **"Solid Waste Services"** means collection and disposal of materials commonly known as trash, garbage, refuse or rubbish consisting of everyday items that are discarded by the public.
- 2.29. **"Storm Sewer or Drain"** means a sewer which carries storm and surface waters, but excludes *Sewage* and polluted industrial waste.
- 2.30. **"Storm Water"** means water that originates during precipitation events or snowmelt.
- 2.31. **"Street"** shall mean all those lands under control of *County* that are situated within a registered road right-of-way at the Land Titles Office, Edmonton, Alberta;
- 2.32. **"Subsidiary Meter"** means a privately owned water *meter* installed at the *Owner's* expense for the *Owner's* purposes only.
- 2.33. **"Tenant"** means a *Person* who is not the *Owner* but who is in legal possession of a *Property* or *Improvement* to which a *Utility Service* is provided.
- 2.34. **"Turn Off"** means a termination of the *Water Supply* to a *property*.
- 2.35. **"Turn On"** means the activation of water flow to a *property*.
- 2.36. **"User"** means any *Person* who is the registered *Owner* of a *Property* or *Improvement*, or where permitted pursuant to this Bylaw, is not the Registered *Owner* but is in lawful possession of a *Property* or *Improvement*:
- 2.36.1. for which an *Application* for a connection to the *County's Utility Services* has been accepted;
- 2.36.2. which has been connected to *Utility Services*; or
- 2.36.3. which receives *Utility Services*.
- 2.37. **"Utility Bill"** means a document issued by *County* which sets out charges for *Utility Services* provided to the *User*, and which may include charges, arrears and late payment charges as set out in the *Schedule of Fees and Charges*.
- 2.38. **"Utility Services"** means the *Water Services*, *Sewer Services*, *Storm Sewer Services* and *Solid Waste Services* collectively or individually.
- 2.39. **"Utility System"** means the water distribution system, *Sewage* collection system, *Storm Water* management system and all accessories and appurtenances thereof owned or operated by *County* as a public utility.

BYLAW NO. 31-14

- 5 -

- 2.40. **"Water Main"** means those pipes installed for the conveyance of water throughout the *County* to which *County Service Pipes* may be connected.
- 2.41. **"Water Services"** means the provision of water to *Property* within the *County* by means of pipes and related equipment and systems, but does not include the provision of bottled or self-contained drinking water in units of ten (10) gallons (45 litres) or less, or the provision of bulk water for irrigation purposes.
- 2.42. **"Water Supply"** means the water contained and supplied through the *Water Services* system.
- 2.43. **"Working Day"** means that portion of the day between 8:30 a.m. and 4:30 p.m. from Monday to Friday inclusive, except for statutory holidays and other holidays designated and approved by *Council*.

3. Connections

General Responsibilities

- 3.1. No *Person* shall construct, alter or install any manner of connection, whether on a permanent or temporary basis, to any part of a water distribution system without first having obtained permission in writing from the *County*, in the manner prescribed in this Bylaw.
 - 3.1.1. All *Persons* doing any work or service upon a *Private Service* or the plumbing system attached thereto shall comply with all federal or provincial statutes, regulations and codes, all applicable bylaws, and any permits, licences or approvals governing the work, in force at the time.
 - 3.1.2. All installations of *Water Services* shall be completed under the direction of a *Person* holding appropriate certification for the proposed scope of installation, as may be required by various regulatory agencies and *County*.
- 3.2. No *Person* shall have, construct or maintain more than one *Private Service* to any *Property* owned, occupied or controlled by him, except with the express written approval of the *County*.
- 3.3. No *Person* shall extend a *Private Service* line from one lot to another without prior written consent from *County*.
- 3.4. All service pipes laid on private *property*, between the building structure and the *Property Line*, shall be of material consistent with *County Engineering Standards*.
- 3.5. All service pipes shall be installed in accordance with the *County Engineering Standards*.
- 3.6. Where a *Property* development requires water service to more than one unit, where there is a potential for individual ownership of each unit located on that *Property*, each unit shall be provided with a CC valve to accommodate individual account control.
 - 3.6.1. Each unit in a development as described in Section 3.6 shall establish a separate Utility account for *Utility Services*.

BYLAW NO. 31-14

- 6 -

- 3.6.2.** *Owners of such Property development shall grant County full access to the CC valves for each unit on the Property for the purposes of Utility Turn On and Turn Off, as described in Section 6 and Section 14 of this Bylaw.*
- 3.7.** Any water service pipes and appurtenances required on private *Property* shall be constructed by the *Owner* at his expense in conformity with this Bylaw and the *Safety Codes Act, RSA 2000, C. S- 1*, as amended or repealed and replaced from time to time, and all applicable Regulations, Codes of Practice and Orders established there under, and *County* standards and policies.
- 3.8.** The *Owner* of *Property* situated within the boundaries of the Nisku Industrial Park, for which there are no existing connections to a water distribution main adjacent to the *Property* shall construct a water *Service Connection* between its facility and the water distribution system main line adjacent to the *Property*;
- 3.8.1.** Where a Water distribution system main line exists adjacent to the *Owner's Property*, the *Water Service Connection* required by Section 3.8 shall be completed in accordance with the provisions of the *Safety Codes Act, RSA 2000, C. S- 1*, as amended or repealed and replaced from time to time, and all applicable Regulations, Codes of Practice or Orders established there under.
- 3.8.2.** Where no water distribution system main line exists adjacent to the *Owner's Property* on the date of the coming into force of this Bylaw, the *Water Service Connection* required by Section 3.8 shall be completed within one (1) year of the *Owner* receiving written notice from the *County*.
- 3.8.2.1.** Written notice shall indicate that the installation of an appropriate water distribution main line adjacent to the *Owner's Property* has caused the service to be available.
- 3.8.2.2.** Written Notice shall be served upon the *Owner* by ordinary mail sent to the last Mailing Address for the *Owner* shown on the Tax Roll for the affected *Property* and shall be deemed to have been received within seven (7) days of the date of mailing;
- 3.8.3.** In addition to the Notice requirements set out at Subsection 3.8.2.2 the *County* may give such further and additional Notice which it may determine warranted, in its sole discretion, by any additional means of its choosing including but not limited to, radio or newspaper advertising;
- 3.9.** During any period of time prior to the completion of the *Water Service Connection* required by Section 3.8 the *Owner* shall ensure that suitable *Water Supply* facilities are made available for use of employees and guests of the *Owner*.
- 3.9.1.** The *Owner* shall ensure that such *Water Supply* facilities, along with any other existing water services on the *Property* are deemed adequate by all agencies having jurisdiction over such matters, including but not limited to:
- 3.9.1.1.** Alberta Health Authority
- 3.9.1.2.** Alberta Environment and Sustainable Resources Development
- 3.9.1.3.** Insurance company serving the *Owner*

BYLAW NO. 31-14

- 7 -

3.9.1.4. Fire protection requirements

- 3.9.2.** Any private *Water Supply* system, or connection to the water distribution system main line constructed or maintained pursuant to this section shall comply with the applicable provisions of the *Safety Codes Act, RSA 2000, C. S- 1*, as amended or repealed and replaced from time to time, and all applicable Regulations, Codes of Practice or Orders established there under.
- 3.10.** Where a *Property*, subject to an obligation to construct a *Water Service Connection* pursuant to this bylaw, is sold to a new *Owner* subsequent to the commencement of the one (1) year period set out by Subsection 3.8.2 as applicable, that new *Owner* shall be required to comply with the requirements of Section 3.9 as if that new *Owner* was the *Owner* of the *Property* at the time the obligation arose;
- 3.10.1.** Where an *Owner* who is subject to an obligation to construct a *Water Service Connection* under Section 3.8 is unable to do so within the applicable time limit, that *Owner* may apply in writing to the *County* for a one (1) year extension of the time limit for meeting the *Owner's* obligations under section 3.8;
- 3.10.2.** Any tanks, holding tanks, cisterns or active wells no longer required to service the *Property* after connection to the water distribution system main, shall be removed or decommissioned as may be required by applicable guidelines established by the *County* and any other agencies having jurisdiction over such matters.
- 3.11.** The *Owner* of a *Property* to be serviced shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of *Water Services*.
- 3.12.** The *County* shall not be required to commence *Water Services* to a *Property* unless and until the *Owner* 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 *Water Service Connections*.
- 3.13.** The *County* reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained

Requirements for New Connections

- 3.14.** A *Person* developing a *Property*, requiring the provision of *Water Services* during construction and development, may apply for a permit to receive those *Water Services* on the subject *Property*.
- 3.15.** Any *Person* seeking to obtain *Water Services* from the *County* shall submit a completed *Application* in a format as prescribed by the *County*, along with a non-refundable water connection fee as set out in the *County Schedule of Fees and Charges* for those services prior to the subject *Property* or *Improvement* to be serviced being occupied or otherwise put into use by any *Person*.
- 3.16.** Where an *Application* is received pursuant to Section 3.15, the *County* may determine to accept or reject that *Application* at his or her sole discretion and

BYLAW NO. 31-14

- 8 -

shall, in the exercise of that discretion, give consideration to any guidelines respecting the exercise of that discretion as may be established by resolution of *Council* from time to time.

- 3.17.** Any *Person* proposing to connect anything, including but not limited to, Water Service Pipes, valves or other appurtenances to the *County's Water Services System* must apply to the *County* for approval. Such an *Application* must include:
- 3.17.1.** Construction drawings identifying the proposed connection,
 - 3.17.2.** associated piping,
 - 3.17.3.** fittings and installations and,
 - 3.17.4.** any other information required by or set out by *Engineering Standards*

Accounts and Applications

- 3.18.** All *Applications* for development, and all development, construction or installations contemplated under this Bylaw shall comply with the provisions of the *Safety Codes Act, RSA 2000, C. S- 1*, as amended or repealed and replaced from time to time, and all Regulations and Codes of Practice and the *County's Engineering Standards* as applicable.
- 3.19.** An *Application* for the supply of *Water Services* account under the requirements of this bylaw shall be in the form prescribed by the *County* and shall be submitted not less than ten (10) *Working Days* prior to the date the *Water Services* are proposed to become active.
- 3.19.1.** The *County* shall be under no obligation to *Turn On* water service to a *Property* for which an *Application* has not been submitted.
 - 3.19.2.** All *Turn On* services shall be executed only during a *Working Day*.
 - 3.19.3.** All *Turn On* services must be attended by the *Owner* or a responsible *Person* delegated by the *Owner*.
- 3.20.** The *County* shall be under no obligation to process any *Application* that is;
- 3.20.1.** incomplete or;
 - 3.20.2.** any for which the required fee has not been submitted, or;
 - 3.20.3.** where the Applicant or the *Owner* of the *Property* or *Improvement* to be serviced has any outstanding account balances with the *County*.
- 3.21.** A *User* receiving *Water Services* pursuant to this Bylaw, or a *Person* who otherwise receives *Water Services*, shall pay to the *County* the monthly service charges and consumption *Rates* set in accordance with the *County Schedule of Fees and Charges* within the time limits set out in this Bylaw and the *County Schedule of Fees and Charges*.
- 3.22.** Upon the change of ownership of a *Property*, the new *Owner* shall be required to submit a new *Application* for *Utility Services* to the *County* pursuant to the requirements of this Bylaw; however, the failure of the new *Owner* to submit an *Application* shall not relieve that new *Owner* from the obligation to pay the applicable *Rates* incurred for the provision of *Utility Services* to the *Property* after the date of transfer of title has occurred,
- 3.23.** The *Application*, when accepted by the *County*, shall form a binding contract between the *User* and the *County*, and the provisions of this Bylaw shall form part of the terms and conditions of that contract, which the *User*, by submitting the *Application*, agrees to comply with.

BYLAW NO. 31-14

- 9 -

- 3.24.** Except as otherwise provided for under this Bylaw, a *Tenant* shall not be entitled to submit an *Application* or to otherwise enter into a contract for the provision of *Water Services* to any *Property* or *Improvement*.
- 3.25.** Notwithstanding Section 3.24 of this Bylaw, a *Tenant* in whose name *Utility Services* are currently provided to a *Property* or *Improvement* and whose account is in good standing at the time this Bylaw comes into effect may continue to receive *Utility Services* until such a time as the *Tenant* closes the account, or the *Utility Services* are discontinued for any reason pursuant to this Bylaw or the *Municipal Government Act*.
- 3.26.** Notwithstanding Section 3.25 of this Bylaw, the *Owner* of a *Property* where *Water* and *Sewer Services* are received shall be responsible for all *Utility Services* delivered or consumed and all charges levied for *Water* and *Sewer Services delivered to a Property*, whether the delivery of *Utility Services* was measured by way of a *Meter* or metering device, or whether delivered or consumed by accidental or illegal means.
- 3.27.** Notwithstanding Section 3.24 of this Bylaw, an *Owner* of a *Property* or *Improvement* to which *Water Utility Services* are provided may make an *Application* in a form prescribed by *County*, to have *Utility Bills* mailed to the *Tenant* of the *Owner* under the *Owner's* name; however, the *Owner* shall remain responsible for the fees and charges incurred for the *Utility Services* pursuant to Section 3.21 of this Bylaw.

Construction Water

- 3.28.** An *Application* for a permit under this Section shall be submitted to the *County* with the applicable permit fee as set out in the *County Schedule of Fees and Charges*.
- 3.28.1.** All construction water use shall be invoiced to the *Property Owner*, general contractor, or applicant.
- 3.28.2.** Applicable fees for construction water service shall be defined by the *County Schedule of Fees and Charges*.
- 3.29.** The *County Manager* may impose any conditions determined to be reasonable and necessary as part of the permit, if granted, including but not limited to requiring construction water use to be metered and billed in accordance with the *County Schedule of Fees and Charges*.

4. Service and Servicing

- 4.1.** No *Person* other than the *County* shall provide the same or a similar type of utility service in all or part of the municipality;
- 4.1.1.** Exceptions to the sole provision of services defined by this Bylaw shall be granted only by the *County Manager* through express written agreement.
- 4.2.** All *Users* wishing to cancel *Utility Services* shall advise the *County*, in writing, providing at least five (5) *Working Days* notice prior to final date. All fees and charges shall apply to the registered *Property Owner* coincidental with ownership title registration until such time as a new *Application* for services to the *Property* is received.

BYLAW NO. 31-14

- 10 -

- 4.3.** Any *Customer* seeking to have *Utility Services Turned-Off* for his own purposes shall submit a request in writing at least five (5) *Working Days* in advance of the intended date of *Turn Off*, and shall be accompanied by payment of the water disconnection fee, as set out in the *County Schedule of Fees and Charges*.
- 4.3.1.** The *Customer* wishing to have the *Utility Services* reinstated must provide payment of a reconnection fee, as defined in the *County Schedule of Fees and Charges*.
- 4.3.1.1.** This fee may be recovered by the *County* by assigning the value to the service account established with the *Customer*.
- 4.4.** In any area where the system pressure exceeds 700kPa (100psi), the *Owner* of a *Property* connected to the municipal system shall be responsible for the installation of a pressure reducing valve on the *Owner's* side of the *meter*.

Operation Responsibilities

- 4.5.** All costs associated with the operation and provision of system components required to construct and operate the private portion of water *Service Connection* and system shall be borne solely by the *Owner*.
- 4.6.** The *Property Owner* shall be responsible for the maintenance of the water service line from *Property Line* to the *County* water distribution system main line.
- 4.6.1.** The *Owner* shall be responsible for the coordination of private plumbing and service contractors as maybe required to address service line issues.
- 4.6.1.1.** The *Owner* shall be solely responsible for all costs incurred for such repairs and servicing.
- 4.7.** A *User* shall be responsible to thaw out frozen *Private Service Pipes* servicing their *Property* or *Improvement*.
- 4.8.** The *Owner* shall be responsible for maintenance and repair of all piping, valves and connections inside a *Property*, except the *meter* and connection tailpieces which are the *Property* of the *County*.
- 4.9.** When a *Private Service Pipe* passes through an excavation, an area of backfill, through a finished or unfinished basement wall, or through a retaining wall, the *County* shall not be responsible for any damages due to displacement, settlement or any cause due to the *Owner's* operations whether damage occurs during building construction or afterwards.

5. Access to Property

- 5.1.** The *County* may, on reasonable notice to the *User*, inspect the *Property* of the *User* in order to do any tests, sampling and inspections so as to determine compliance with this Bylaw

BYLAW NO. 31-14

- 11 -

- 5.2. The *County's* employees, agents or other representatives shall be granted right to enter a *User's Property* at all reasonable times to install, maintain, inspect, replace, test, monitor, read, or remove the *County's Property*, respond to a *User's* complaint or query, conduct an inspection relating to concerns with unauthorized use of water or sewer, or tampering with the *Utility System*, or for any other purpose incidental to the provision of *Utility Services*.
 - 5.3. Except in the case of an *Emergency*, where entry is permitted by an Order of the Court, or where otherwise legally empowered to enter, before entering a *User's Property*, the *County* will make reasonable effort to give notice of entry to the *User* or other responsible *Person* who is present on the *Property* and who appears to have sufficient authority to permit entry.
 - 5.4. All *County* representatives shall produce identification upon request.
 - 5.5. No *Person* shall hinder or prevent entry to *Property* by *County* employees, agents or other representatives pursuant to Section 5 of this Bylaw.
 - 5.6. In the event that the *User* fails or refuses to permit access to a *Property*, the supply of water to that *User* may be subject to a *Turn-Off* along with the applicable fees defined in the *County Schedule of Fees and Charges* and the established penalty defined in Schedule "A" of this Bylaw.
 - 5.7. If an inspection of a *Property* discloses any act or omission contrary to the provisions of this Bylaw or the inspection discloses any defect or insufficiency in the location, construction, design or maintenance of any equipment in connection with the water distribution system, the inspector will report to the *County*, who may direct the *Owner* or occupier of the premises to correct the act or omission or any defect or insufficiency.
- 6. Restrictions, Prohibitions and Interruption of Service**
- 6.1. The *County* does not guarantee or warrant the continuous supply of *Water Services* and the *County* reserves the right, in case of *Emergencies*, construction or maintenance activities, to change the operating practices, restrict the availability of *Water Services* or to *Turn Off Water Services*, in whole or in part, with or without notice.
 - 6.2. The *County* may prohibit, restrict or ration the use of water, as the *County* deems appropriate, including circumstances of heavy demand, low reserves, maintenance, repairs, fire-fighting or *Emergency*.
 - 6.2.1. However, the *County* will endeavor to provide twenty four (24) hours notice of such prohibitions, restrictions or rationing, when practical.
 - 6.3. The *County* may, in its discretion, *Turn-Off Water Services*, in whole or in part, to any *User* for any lawful reason, including non-payment, upon providing reasonable notice to the *User*.
 - 6.4. *Users* 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 are considered necessary to ensure a continuous and uninterrupted supply, pressure or quality of water required for the intended use.

BYLAW NO. 31-14

- 12 -

- 6.4.1.** All costs associated with the operation and provision of system components required pursuant to Section 6.4 shall be borne solely by the *Owner*.
- 6.5.** Only *Critical Service Customers* requiring an uninterrupted water service supply, may at their expense upon discretionary approval of the *County*, construct and maintain a properly designed *Bypass* satisfactory to the *County*,
- 6.5.1.** Such *Bypass* shall be sealed by the *County* and shall be opened by the *Customer* only in cases of *Emergency*.
- 6.5.1.1.** The *Customer* shall notify the *County* when seal on the *Bypass* has been broken,
- 6.5.1.1.1.** Failure to notify the *County* of justified *Bypass* use or use of *Bypass* independent of an *Emergency* occurrence the *Owner* shall be subject to a fine as established in this Bylaw in addition to the estimated *Bypassed* water volume charges as set out in the *Schedule of Fees and Charges*
- 6.5.1.2.** Failure to provide payment for *Bypass* use may result in Utility Service termination (*Turn Off*) to such consumer until satisfactory arrangements have been made for payment on account.
- 6.6.** No *User* shall damage or tamper with a water seal, a *Remote Reader*, or a *Meter*, for any purpose, including the alteration of any readings shown thereon.
- 6.7.** No *User* shall vend, sell, supply, dispose of, or give away water from the *Utility System* or permit the same to be taken or carried away from a *Property*, unless approved by the *County* in writing.
- 6.8.** No *Person* shall waste any water in any way, whether by improper or leaky service pipes, fixtures or taps, by freezing, or by improper or excessive use of water.
- 6.9.** No *Person* shall attempt to obtain *Water Services* from the Water Distribution system by, from or through a *Bypass* or otherwise, in any fraudulent manner.
- 6.10.** The *County* shall not be liable for damages including losses caused by;
- 6.10.1.** a failure within the *County Water Distribution System* or
- 6.10.2.** the interference or cessation of *Water Services* including those necessary or advisable regarding the repair or proper maintenance of the *County Water System*, or
- 6.10.3.** generally for any accident that may or may not have been a result of operation of the *County Water Distribution System*;
- 6.10.4.** unless such costs or damages have been shown to be directly due to the willful act of the *County* or employees of the *County*. All limitations, protections and exclusions of liability contained in any provincial or federal legislation shall be applicable to and shall benefit

BYLAW NO. 31-14

- 13 -

the *County* in respect of any action brought or contemplated in respect of the provision of *Water Services*.

- 6.11.** No *Person* shall uncover, alter, disturb or make use of connections with or openings into, any public water pipe or appurtenances thereof without prior written authorization from the *County Manager*.
- 6.11.1.** Any *Person* found in contravention with Section 6.11 shall be subject to specified fines as defined in Schedule "A" of this bylaw.
- 6.11.2.** In the event that a *Private Service* is abandoned or discontinued within a *Property*, the *Owner* of the *Property*, at his expense, shall cap the service line at the point at which the service line crosses the *Property Line* into the *Property* in a manner acceptable to the *County*, which will prevent contamination of the service and water distribution system by *Storm Water*, soil, dirt or debris from being washed or backed up into the *County Water Distribution System*.

7. Meters

- 7.1.** All *Properties* receiving *Water Services* shall have a *Meter* installed to measure the amount of water consumed on that *Property*.
- 7.1.1.** On *properties* where services are connected where each unit is potentially individually owned, metering shall be required as if each unit were an individual *property*.
- 7.1.2.** All *Meters* shall be owned, supplied and maintained by the *County*, except as herein provided.
- 7.1.3.** The *Meter* must be approved by and installed to the satisfaction of the *County*.
- 7.1.4.** *Meters* shall be read at the discretion of the *County Manager*.
- 7.2.** A *Person* developing a *Property* requiring connection to *Water Services* shall provide:
- 7.2.1.** spacing for the water *Meter* in the design of the plumbing infrastructure of the *Property* or *Improvement* to be serviced, in accordance with *County Engineering Standards*,
- 7.2.2.** and install all necessary wiring for the installation of a *Meter* and a *Remote Reader* in locations that provide unobstructed access for the purpose of installation, removal, inspection, repair, monitoring and reading of the *Meter* and *Remote Reader*.
- 7.2.3.** In the event that access to the *Meter* is obstructed due to alterations made to a *Property*, the *County* may require the *Meter* to be relocated to a location that provides unobstructed access.
- 7.2.3.1.** Where a *meter* relocation is required under section 7.2.3 the costs associated with the relocation, including but not limited to contracted services, plumbing and materials, shall be borne by the *Owner* of the *Property*.

BYLAW NO. 31-14

- 14 -

7.2.3.2. All other costs, including *County* costs associated with relocation of the *Meter*, shall be borne by the *Owner* of the *Property*.

7.3. The *Owner* shall provide information regarding the size, type and number of water *meters* that are anticipated to be required to service a proposed site.

7.3.1. The *Owner* shall ensure that the sizing of a proposed *meter* is appropriately matched to the expected flow requirements of the *Property*.

7.3.2. The *County* reserves the right to require specific sizing of service lines and metering devices for any *Property* based on information provided on the *Application* for service, and standard capacities of system components.

7.3.3. *Customer* refusal to allow installation of the specified metering device shall result in discontinuation of *Water Services* to that *Property*.

7.4. The *County*, as a condition of providing *Water Services*, may inspect the *Property* of an *Owner* or potential *User* who applies to the *County* for *Water Services*.

7.5. Any *Person* who desires a new water *Service Connection* from the *County* shall:

7.5.1. be responsible for installation of the service pipe from the distribution main in the *Street* to the building and,

7.5.2. install a *Service Valve* at the *Property Line* in accordance with *County Engineering Standards*

7.5.3. be solely responsible for the cost and expense for the materials, construction and installation of the required *Service Connection*

Protection of *Meter*

7.6. Each *Customer* shall provide adequate protection for the *meter* supplied by the *County* against internal and external damage that may be caused by;

7.6.1. freezing,

7.6.2. excessive heat or,

7.6.3. any other potential risk factor attributable to operations carried out in proximity to the *meter* location.

7.7. In the event of the *meter* being damaged from the risks identified in Section 7.6

7.7.1. the *Customer* shall pay to the *County*, all costs associated with the repair of such *meter*,

7.7.1.1. All costs shall be recoverable in the same manner as all other costs and charges provided for under this bylaw.

Leaks

7.8. Any leaks that may develop at the water *meter* or its couplings must be reported immediately to the *County*.

BYLAW NO. 31-14

- 15 -

- 7.8.1. The *County* shall not be held liable for damages caused by such leaks.
- 7.9. No *Person* other than an authorized *County* employee shall remove, disconnect, reconnect or tamper with a *meter*.
- 7.10. *Meters* of 50.8 millimeters (two (2") inch) or less will be installed by the *County* at the expense of the *Owner* of the *Property*, or his general contractor.
- 7.10.1. It is the responsibility of the *Owner* or his general contractor to notify the *County* to install the *Meter* and *Remote Reader*.
- 7.11. *Meters* of more than 50 millimeters (two (2") inch) will be installed by a certified qualified *Person* at the *Owner's* expense.
- 7.11.1. The *Owner* shall ensure that the *County* is provided with notification of the installation of a *Meter* under this Section within 24 hours of the installation.
- 7.11.2. Failure to inform the *County* of the *meter* installation may result in the *Owner* being subject to applicable fines as described in Schedule "A".

Subsidiary Meter

- 7.12. A consumer may, at his own expense, install a *meter* between the *meter* supplied and installed by the *County* and the point of use of the *Water Supply*.
- 7.12.1. Such *meters* shall not be maintained or read by the *County*.
- 7.12.2. Billing for water consumption to the serviced *Property* shall be for the primary *meter* only, including total volumes consumed at the *Property* serviced.
- 7.12.3. Billing for water metered by *Subsidiary Meters* shall remain the responsibility of the *Owner*.
- 7.13. When in the opinion of the *County* the building or other premises intended to be supplied with water are too far from the *County* service to conveniently install a *meter* in that building or premises, or if a number of buildings are to be so supplied or for any other reason, the consumer shall at his sole cost, construct and maintain a *meter* containment facility satisfactory to the *County*.

8. Alternate source

Private Water Sources

- 8.1. Private water sources within any of the *County's* *service areas* are prohibited,
- 8.1.1. unless otherwise authorized and approved in writing by the *County Manager*.
- 8.1.1.1. No *Person* who has been granted permission to use an alternate source of *Water Supply* shall allow any form of cross-connection between the alternate *Water Supply* and the *Water Services*.
- 8.2. Notwithstanding Section 8.1 Private water sources that are constructed and operated by the *Owner* for the purpose of supplying service to a single dwelling are allowed throughout rural areas of the *County*.

BYLAW NO. 31-14

- 16 -

8.3. The *County* may issue a notice to discontinue the use of an unauthorized private water source.

8.3.1. If the use of an unapproved water source continues beyond the expiration of the notice;

8.3.1.1. The *County* may take action to remove, fill or otherwise abate the water source.

8.3.1.2. All costs associated with the elimination of the private water source shall remain the responsibility of the *Owner* of the private water source.

8.3.1.3. All costs associated with the required abatement of an unauthorized private water source shall be collectable through process as defined by Section 14.7 of this bylaw.

9. **Service Valve Operation**

9.1. No *Person* other than a duly authorized employee, contractor or other authorized representative of the *County* may operate a distribution system main valve or *Service Valve*,

9.1.1. except with the consent of the *County Manager*.

9.1.1.1. Consent from the *County Manager* may only be granted for the purpose of testing a *Private Service Pipe* or replacement or servicing of a master valve.

9.2. No *Person* other than a duly authorized employee, contractor or other authorized representative of the *County* shall operate *County* owned valves of 50mm or larger in size for any purpose.

9.3. No *Person* shall obstruct access to a *CC* valve

9.3.1. Any *Person* obstructing access to a *CC* valve shall be responsible for all costs incurred by the *County* to clear or remediate the obstruction in order to gain access to the *CC* valve.

10. **Cross Connections and Backflow Prevention**

10.1. No *Customer* or *Person* shall install or allow to exist; any equipment, appliance or piping configuration that could produce a cross connection.

10.2. Where in the opinion of the *County* there is a danger of contamination of the water works system from a source other than the *County Water Supply* system, the *Customer* may be required to install appropriate cross connection control devices to prevent such contamination due to backflow into the system.

10.2.1. The type and installation of cross connection control devices shall comply with the Alberta Plumbing Regulations, National Plumbing Code and the CAN/CSA B64 Standard.

10.3. The *Customer* shall at his expense arrange for the installation, inspection and testing of cross connection control devices as may be required by Alberta Plumbing Regulations, National Plumbing Code and the CAN/CSA B64 Standard.

BYLAW NO. 31-14

- 17 -

- 10.4.** Results of inspection and testing of backflow prevention devices shall be submitted to the *County* upon request for such documents.
- 10.4.1.** Failure to provide the requested documents in a timely manner may result in discontinuation of water service ordered by the *County*, until such time as the documents may be produced certifying the reliability of the backflow prevention device.

11. Bulk Water Stations

- 11.1.** The *County* may, at its discretion make water available for sale at bulk water stations at various locations within the jurisdictional boundary of the *County*.
- 11.2.** The *County* does not guarantee the supply of water at the bulk water stations.
- 11.3.** The *County* does not guarantee the suitability of water obtained through the bulk water stations for the intended purpose for which it may be obtained.
- 11.4.** Any *Person* wishing to use a *County* bulk water station to obtain a supply of water;
- 11.4.1.** shall submit a completed *Application* form and pay a fee as per the *County Schedule of Fees and Charges*.
- 11.4.1.1.** Access to bulk water stations will be granted upon receipt of the completed *Application* form and required fee payment.
- 11.4.2.** may purchase water using coins where coin operation facilities exist or,
- 11.4.3.** may purchase water on account where appropriate facilities exist, using a Personal Identification Number (PIN) issued by the *County*.
- 11.4.4.** may purchase water using available account management practices as provided by the *County* at its discretion.
- 11.5.** Bulk water station water *Rates* are set out in the *Schedule of Fees and Charges*.
- 11.6.** The *Customer* shall be responsible for providing any additional length of hose beyond that installed on the bulk water station outlets for connection to the bulk water station.
- 11.6.1.** The *Customer* must ensure the hose is not submersed in the water tank, an air gap must be maintained between the hose and the receiving vessel to prevent back siphoning and cross contamination.
- 11.6.1.1.** Failure to provide the required air gap may result in termination of access to bulk water station services.
- 11.7.** Contamination of Truck Fill station equipment is strictly prohibited.
- 11.8.** The *County* reserves the right to refuse access to any bulk water station for which the *County* is responsible for any reason the *County* deems appropriate.
- 11.8.1.** Discontinuation of access shall be immediate upon discovery of contamination or abuse of *County* equipment provided at any bulk water station.

BYLAW NO. 31-14

- 18 -

- 11.8.2. Discontinuation or refusal of access may be applied to single *Users* or corporations at the discretion of the *County*.

12. Fire Hydrants

- 12.1. Fire Hydrant installation shall be governed by the *County* Fire Hydrant Bylaw.
- 12.2. No *Person* shall take water from a *County* fire hydrant, except with the approval of the *County*.
- 12.2.1. Such approval may be subject to specific conditions that the *County* in its discretion deems appropriate.
- 12.2.2. Exceptions may be made as authorized by the *County* and in compliance with *County* fire department requirements
- 12.2.3. Unapproved use of fire hydrants shall result in the enforcement of a specified penalty as defined in Schedule "A" of this Bylaw and;
- 12.2.3.1. invoicing for the estimated volume of water taken from the hydrant.
- 12.3. Any *Person* wishing to use water from a fire hydrant pursuant to the approval of the *County* shall
- 12.3.1. rent and use only a *County* supplied fire hydrant *meter* installed or inspected by a *County* representative, and
- 12.3.2. use an approved back flow prevention device, and
- 12.3.3. take steps necessary to prevent damage to municipal infrastructure, tools and equipment.
- 12.4. No *Person* having received authorization to draw water from a *County* fire hydrant shall proceed to draw water from that hydrant until:
- 12.4.1. that *Person* has paid all applicable *Fees and Charges* as imposed by the *County* or otherwise provided for in the *Schedule of Fees and Charges*; and
- 12.4.2. the fire hydrant *meter* and back flow prevention device has been properly installed as required under Section 12.3.

13. Administration

County Council hereby delegates to the *County Manager* all those powers stipulated by this Bylaw to be exercised by the *County* and all necessary authority to exercise those powers, excluding there out, the power to set utility *Rates* or enact bylaws, or do anything else reserved exclusively for *Council* pursuant to the provisions of the Municipal Government Act.

- 13.1. *Rates* shall be administered in compliance with the *County Schedule of Fees and Charges*, as amended, from time to time.
- 13.2. *Utility Bills* are intended to be issued on a bi-monthly basis unless the *County* determines that another frequency is necessary or desirable.
- 13.3. The amount of the billing shall be based upon the *Fees and Charges*, or other *Rates* described herein, with water consumption being determined by the

BYLAW NO. 31-14

- 19 -

applicable *Meter* reading obtained on a bi-monthly basis. Where a *Meter* reading is not obtainable, at the discretion of the *County*, a system-generated estimate may be used.

- 13.4.** Where two (2) consecutive estimated *meter* readings have been used for billing purposes due to the *meter* not being read by a municipal official as a result of the consumer failing to provide or allow the *County* access to the *meter* or *remote reader* during a billing period:
- 13.4.1.** a notice may be left at the consumer's address requesting the consumer to contact the *County* within two (2) *Working Days*, advising of the date and time that the *County* will be able to have access to the *meter* or *remote reader* for the purpose of obtaining an actual *meter* reading; or
 - 13.4.2.** In the case where the consumer does not contact the *County* within two (2) *Working Days*, the *County* may turn-off the *Service Connection* without any further notice until such time as an actual *meter* reading can be obtained.
- 13.5.** Where metering devices are employed, an actual *Meter* reading shall be required at least once in each calendar year for each *Property* receiving *Utility Services*.
- 13.6. Adjustments for Estimations** – in the event that estimations have occurred on an individual account for billing purposes. Billing adjustments will be made upon discovery of actual water use volume.
- 13.6.1.** Over billed amounts will be credited to account (no refund of money)
 - 13.6.2.** Under-billed amounts will be billed on the next billing period.
 - 13.6.3.** All estimated readings shall be based on the average of the previous year's consumption. The average consumption for a two month billing period shall be calculated by taking the sum of the previous year's consumption divided by six. In instances where a consumption history does not exist for the affected account, the *County* may use the consumption history from a similar type of activity.
- 13.7.** No reduction in *Rates* will be made in the monthly charge for water service because of any interruption by any cause whatsoever of the *Water Supply*.
- 13.8. Disputed readings**
- In the event that a *Customer* believes that a *meter* reading is in error the *County* shall verify the *meter* reading and provide any adjustment to the invoice to indicate corrections that may have been required.
- 13.8.1.** If there is a discrepancy between an inside *Meter* reading and the *Remote Reader* for the same *Property*, the inside *Meter* reading will be deemed to be accurate, subject to the further provisions of this Bylaw.
 - 13.8.2.** In the event that the *County* disputes the accuracy of a *Meter*, a written notice shall be given to the *User*. In the event that a *User* disputes the accuracy of a *Meter*, the *User* shall present the *County*

BYLAW NO. 31-14

- 20 -

with written notice accompanied by a payment of the water *Meter* test fee in accordance with the *Schedule of Fees and Charges*.

- 13.8.3. Where accuracy of a *Meter* is disputed, at a mutually agreed time, the *meter* shall be tested or calibrated by a certified third party as delegated by the *County*.
- 13.8.4. In the event that the *meter* is found to be accurate within 97% to 103% of the water passing through the same, the expense of such test or calibration shall be borne by the party requesting the *meter* test.
- 13.8.5. In the event that the *meter* is found not to be accurate within 97% to 103% of the water passing through the same, the *Meter* shall be repaired or replaced as soon as is practical at the expense of the *County*.
- 13.8.6. In the event that testing of a *meter* determines that the *meter* must be replaced.
 - 13.8.6.1. The *County* shall return the water *Meter* test fee, as paid by the *User*, and
 - 13.8.6.2. The *County* shall adjust the water charges previously billed for a maximum of two (2) billing cycles.

13.9. Repairs and Restoration

- 13.9.1. If a *User* neglects or refuses to comply with a notice to repair a *private service* within sixty (60) days of receipt thereof, the *County* may make or cause to be made repairs at the expense of the said *User*.
- 13.9.2. In a case where the *County* has to dig and repair the *Service Valve*, the *County* shall have the right to use the private *Property*, but shall be responsible for restoration of the private *Property* to a condition at least equivalent to that which existed before the work began, at the *County's* expense.
- 13.9.3. The *Customer* shall be responsible for all costs associated with supplying, installing, altering, repairing, relocating or replacing a water *meter*. Such charges may be collected pursuant to section 14.7 of this bylaw.

14. Payment on Account

- 14.1. Payment on account may be made to the *County* at such locations designated and under any payment method utilized by the *County*.
 - 14.1.1. Payments must be received on or before the *Due Date* noted on the *Utility Bill*.
- 14.2. Payment of a *Utility Bill* is due thirty (30) days from the date of mailing.
 - 14.2.1. A *Utility Bill* shall be deemed sufficiently mailed if mailed by ordinary mail to the municipal address of the *Owner*, *User*, or the *Property* receiving the *Utility Services*, as the case may be.
- 14.3. The *County* shall maintain a utility fees collection process which includes the following:

BYLAW NO. 31-14

- 21 -

- 14.3.1. Utility charges are due upon receipt of the *Utility Bill*.
- 14.3.2. Thirty-one (31) days after mailing of the *Utility Bill*, the penalty for late payment shall be levied. Upon levying the penalty a notice shall be mailed to *Customers*.
- 14.3.3. Thirty-five (35) days after mailing of the *Utility Bill*, the *County* shall have the right to deliver a disconnection *Turn Off* notice to the site if utility arrears exist.
- 14.3.4. Three business days after delivery of the disconnection *Turn Off* notice, the *County* shall have the right to disconnect *Utility Services* to a site if utility arrears remain outstanding.
- 14.3.5. Upon disconnection, the *County* shall levy charges for disconnection of *Utility Services* and for an additional deposit in accordance with *County Schedule of Fees and Charges*.
- 14.3.6. Applicable utility charges shall continue to be levied after services have been disconnected.
- 14.3.7. Alternative collection procedures may be authorized by the *County Manager*.
- 14.3.8. No reduction in *Rates* or applicable charges will be made in the monthly charge for *Water Services* available to any *User* because of any interruption by any cause whatsoever of the services provided.

Overdue Accounts

- 14.4. In the event of non-payment:
 - 14.4.1. A *Utility Bill* not paid by the *Due Date* will be considered to be in arrears and subject to late penalty charges, the rate for which is set out in the *Schedule of Fees and Charges*;
 - 14.4.2. The *County* reserves the right to discontinue providing *Utility Services* where *Utility Bills* are in arrears. Upon disconnection, any outstanding utility account balance along with a reconnection service fee as set out in the *Schedule of Fees and Charges* must be paid in full prior to the *County* re-establishing the *Utility Service Connection*.
- 14.5. The *County* shall have the right to discontinue providing *Utility Services* to those sites with overdue accounts.
 - 14.5.1. A notice shall be mailed to a landlord when a disconnection notice is delivered to a *Tenant* site.
- 14.6. A previous *Tenant's* utility arrears are not required to be paid in order to open an account in the name of a *Property Owner*.
- 14.7. The *Rates* owing to the *County* by an *Owner* for *Utility Services* pursuant to this Bylaw may be added to the Tax Roll for the *Property* to which the services are provided, and when added for a special lien against the *Property*, and any *Improvements*, are recoverable in the same manner as a *Property tax*.
 - 14.7.1. In the event of default in payment of any *Utility Bill*, the *County* may, in addition to any other remedy available to the *County*, enforce payment by action in a Court of competent jurisdiction

BYLAW NO. 31-14

- 22 -

- 14.7.2.** An administrative fee as set out in the *Schedule of Fees and Charges* will be levied in the event that a transfer of a utility account balance to the *Property* tax account is deemed necessary.

15. Termination of Services

15.1. by Customer

- 15.1.1.** To terminate *Utility Services*, written authorization must be submitted to the *County*, including a move-out date and forwarding address. A final reading will be taken and the *Customer* is required to pay the final bill.

15.2. by the County

- 15.2.1.** The *County* may discontinue the supply of all *Utility Services* for any of the following reasons:
- 15.2.1.1.** non-payment of any fees owing to the *County* for sixty (60) days or longer and;
 - 15.2.1.1.1.** *Users* will be liable for the prescribed turn-off and turn-on charges specified in Schedule "A"; or
 - 15.2.1.2.** to accommodate repairs to any part of the distribution system;
 - 15.2.1.3.** lack of *Water Supply*; or
 - 15.2.1.4.** where in the opinion of the *County* leakage from the *Service Connection* constitutes a waste of water;
 - 15.2.1.5.** inability of the *County* to obtain access to a premises to read, replace, repair, or perform maintenance on any *meter* after fourteen (14) days following written notification for access; or
 - 15.2.1.6.** failure by, or refusal of, a *Customer* to comply with any provision of this bylaw; or
 - 15.2.1.7.** failure by, or refusal of, a *Customer* to comply with any provisions of any Provincial Acts, the Building Code, or any regulations there under; or
 - 15.2.1.8.** at the *Owner's* request to have the services discontinued; or
 - 15.2.1.9.** in any other case provided for in this bylaw;
- 15.2.2.** and in such event the *County*, its officers, employees or agents shall not be liable for any damages of any kind from such termination of service.

16. Other Customer Services

The *County* may provide other *Customer* services, at the request of the *Customer*, on a cost recovery basis.

BYLAW NO. 31-14

- 23 -

17. Enforcement

- 17.1. Where a *Peace Officer* has reasonable grounds to believe that a *Person* has violated any provision of this Bylaw, the *Peace Officer* may commence Court proceedings against such *Person* by:
- 17.1.1. issuing the *Person* a violation ticket pursuant to the provisions of Part 2 of the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34, as amended; or
 - 17.1.2. swearing an information and complaint against the *Person*.
- 17.2. Where a *Peace Officer* issues a *Person* a violation ticket in accordance with Section 17, the *Peace Officer* may either:
- 17.2.1. allow the *Person* to make a voluntary payment of the minimum specified penalty as provided for the offence in this Bylaw by indicating such specified penalty on the violation ticket; or
 - 17.2.2. require the *Person* to appear in court without the alternative of making a voluntary payment where the *Peace Officer* believes that such court appearance is in the public interest, pursuant to the provisions of Part 2 of the *Provincial Offences Procedure Act*.
- 17.3. No provision of this Bylaw or any action taken pursuant to any provision of this bylaw shall in any way restrict, limit, prevent, or preclude the County from pursuing any other remedy the Municipality may have at common law or by operation of statute.

18. Strict Liability Offence

- 18.1. It is the intention of *Council* that all offences created by this Bylaw be interpreted to be strict liability offences.

19. Offences and Penalties

- 19.1. Any *Person* that contravenes any provision of this bylaw is guilty of an offence and liable upon summary conviction to the penalty set out in this bylaw.
- 19.2. 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* found guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each day upon which the offence occurs.
- 19.3. When a corporation commits an offence under this Bylaw, every director, officer, manager, employee, or agent of the corporation, who authorized, assented to, acquiesced in, or participated in the offence, act, or omission, that constitutes an offence under this Bylaw, is guilty of the offence whether or not the corporation has been prosecuted for the offence.
- 19.4. A *Person* who is guilty of an offence pursuant to this Bylaw for which no specified penalty has been set out at Schedule "A", is liable to pay a fine in an amount which is not to be less than FIVE HUNDRED (\$500.00) DOLLARS, and not more than TEN THOUSAND (\$10,000.00) DOLLARS..

BYLAW NO. 31-14

- 24 -

- 19.5.** Notwithstanding the specified penalties provided for in this bylaw, a Judge of the Provincial Court of Alberta, or any other Court of competent jurisdiction, may increase the penalties provided for in this bylaw, where the Court deems it appropriate to do so, having regard, among other things, to the gravity or consequences of the offence, or whether the offence has been repeated.
- 19.6.** Voluntary payments, where allowed, for any offence not specified in Schedule "A", shall be as follows:
- 19.6.1.** For a first offence, a specified penalty in the sum of THREE HUNDRED (\$300.00) DOLLARS;
- 19.6.2.** For a second offence, a specified penalty in the sum of ONE THOUSAND (\$1,000.00) DOLLARS; and
- 19.6.3.** For a third or subsequent offence, a specified penalty in the sum of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS.


20. Repeal and Coming Into Force

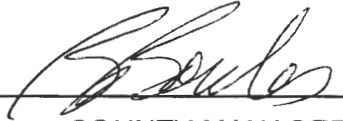
- 20.1.** Bylaw 02-11, as amended, is repealed.

Read a first time this 23rd day of September, A.D., 2014.

Read a second time this 23rd day of September, A.D., 2014.

Read a third time with the unanimous consent of the *Council* Members present and finally passed this 23rd day of September, A.D., 2014.


DEPUTY MAYOR


COUNTY MANAGER

BYLAW NO. 31-14

- 25 -

SCHEDULE "A"
Specified Penalties

Offence	Section Number	Specified Penalty
Failure to cap a service after abandonment or termination of <i>Water Services</i> .	6.11	\$ 750.00
Failure to provide wiring for a <i>Meter</i> or <i>Remote Reader</i> in locations that provide unobstructed access.	7.2.2	\$500.00
Failure to allow access to <i>Property</i> per the requirements of this bylaw.	5.2	\$500.00
Making connection to <i>County Utility Services</i> without approval.	3.2	\$2500.00
Having, constructing, or maintaining more than one <i>Private Service</i> to a <i>Property</i> without the approval of the <i>County Manager</i> .	3.3	\$2,500.00
Confirmed contamination of Bulk water Station equipment.	11.7	\$2500.00
Failure to install and properly maintain a backflow prevention device as required by this bylaw.	10	\$2500.00
Providing <i>Water Services</i> , or similar services within the <i>County</i> , without the express approval of the <i>County Manager</i> .	4.1	\$2,500.00
Unauthorized use of a source of water, other than <i>County Water Services</i> within <i>County service areas</i> , without the written consent of the <i>County Manager</i> .	8	\$1,000.00
Unauthorized use or taking of water from a <i>County</i> fire hydrant.	12.2	\$ 2,500.00
Obtaining, or attempting to obtain, <i>Utility Services</i> from the <i>Utility System</i> through the use of a <i>Bypass</i> device, or through the use of any fraudulent means.	6.9	\$1,000.00
Damaging or tampering with a water seal, a <i>Remote Reader</i> , or a <i>Meter</i> .	6.6	\$1,000.00
Failure to notify the <i>County</i> of justified <i>Bypass</i> use.	6.5	\$1,000.00
Unauthorized vending, selling , supplying, disposing of, giving away, or wasting water from the <i>Utility System</i> .	6.7, 6.8	\$1,000.00 (plus cost of estimated water use)
Subsequent Offences per Section 6.5, 6.6, or 6.9	6.5, 6.6, 6.9	\$1, 000.00 per sequential offence (1= 1000, 2=2000, 3=3000)