MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26
IN THE PROVINCE OF ALBERTA
BYLAW No. 1928

BEING a Bylaw of the Municipal District of Willow Creek No. 26 in the Province of Alberta, for the purpose of regulating and providing for the terms, conditions, rates and charges for the supply and use of water services, wastewater services and solid waste services provided by the Municipal District of Willow Creek No. 26.

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

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

AND WHEREAS, pursuant to Order in Council 17/2020, the Town of Granum has been dissolved and the land formerly contained within the Town of Granum is now part of the Municipal District of Willow Creek No. 26 and the bylaws and resolutions of the Town of Granum continue to apply in the former area of the Town of Granum until those bylaws or resolutions are repealed or replaced by the Council of the Municipal District of Willow Creek No. 26;

NOW THEREFORE the Council of the Municipal District of Willow Creek No. 26, in the Province of Alberta, duly assembled, enacts as follows:

PART I - TITLE AND DEFINITIONS

Bylaw Title

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

Definitions and Interpretation

2

(1) In this Bylaw, unless the context otherwise requires:

(a) "Account" means an agreement between a Customer and the MD 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 MD, as the context requires;

(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) "Chief Administrative Officer" or "CAO" means the Chief Administrative Officer of the MD or the Chief Administrative Officer's delegate;

(d) "Collection Area" means, in respect to Solid Waste Services, the hamlet of Granum;

(e) "Collection Schedule" means the set schedule regarding the provision of Solid Waste Services approved by the Chief Administrative Officer for the weekly collection of Household Waste within the Collection Area;

(f) "Commercial Waste" means any Waste, other than Household Waste, generated by commercial, industrial, institutional, community, governmental, religious or charitable organizations;

(g) "Construction Waste" means any Waste generated by constructing, altering, repairing or demolishing any structure;

(h) "Council" means the council of the Municipal District of Willow Creek No. 26;

(i) "MD" means the municipal corporation of the Municipal District of Willow Creek No. 26 and its duly authorized employees, agents, contractors and other representatives or the geographic area contained within the boundaries thereof, as the context requires;

(j) "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;

(k) "Cross Connection Control Device" means a testable CSA certified device that prevents the backflow of water;

(l) "Curb Stop" means a valve connected to a Service Connection enabling the turning-on and turning-off of the water supply to a Customer's Property;

(m) "Customer" means any Person receiving Utility Services and, where the context or circumstances so require, includes any Person who is named on an Account, or 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;

(n) "Dwelling" means a private residence with sleeping and cooking facilities used or intended to be use as a residence;

(o) "Engineering Design Standards" means the MD's Minimum Engineering Design Design Standards, or in the absence of such standards, generally accepted municipal engineering standards;

(p) "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;

(q) "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, bulk water stations, Curb Stops, valves, fittings, fire hydrants, chambers, Meters, Cross Connection Control Devices and all other equipment and machinery of whatever kind owned by the MD that is used to produce and supply potable water to Customers; or

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

as the context requires.

(s) "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 20 kilograms including its contents.

(t) "Hazardous Waste" has the same meaning as in the *Environmental Protection and Enhancement Act* and associated regulations;

(u) "Household Waste" means unwanted refuse or materials intended for disposal generated by normal human living processes and domestic activities;

(v) "Liquid Waste" means any Waste, other than Hazardous Waste, having a moisture-content in excess of 30%;

(w) "MD" means the municipal corporation of the Municipal District of Willow Creek No. 26 and its duly authorized employees, agents, contractors and other representatives or the geographic area contained within the boundaries thereof, as the context requires;

(x) "Meter" means the individual or compound water meter, of a make and model approved by the MD, and all other equipment and instruments, including but not limited to, radio frequency units and remote meter reading devices supplied and used by the MD to calculate and register the amount of water consumed relative to the land and buildings that the Meter is designed to monitor;

(y) "Multiple Dwelling" means a wholly or partially residential development containing more than one Dwelling, whether or not the development is within a single building;

(z) "Non-Residential Premises" means any building that is used for commercial, industrial or institutional purposes and does not include Residential Premises;

(aa) "Occupant" means a Person occupying a Property, including a lessee or licensee, who has actual use, possession or control of the Property;

(bb) "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;

(cc) "Peace Officer" includes a Bylaw Enforcement Officer appointed by the MD, a Community Peace Officer whose appointment includes enforcement of the MD's Bylaws and a member of the Royal Canadian Mounted Police;

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

(ee) "Private Drainage Line" means that portion of a Service Connection that extends from the property line to an improvement or location on a Customer's Property that receives, or is to receive Wastewater Services, comprised of the Customer-owned assembly of pipes, fittings, fixtures, traps and appurtenances for the collection and transmission of Wastewater into the Wastewater System;

(ff) "Private Wastewater Disposal System" means an on-site Wastewater treatment system for the treatment and disposal of Wastewater that is not connected to the Wastewater System, as defined in the Alberta Private Sewage Systems Standard of Practice 2015 adopted by the *Private Sewage Disposal Systems Regulation*;

(gg) "Private Water Line" means that portion of a Service Connection that extends from the property line to an improvement or location on a Customer's Property that receives, or is to receive, Water Services, 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 MD;

(hh) "Property" means:

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

ii. in other cases, personal property;

(ii) "Recreational Vehicle" means a vehicular or trailer type unit designed to provide temporary living quarters for recreational, camping, travel or seasonal use;

(jj) "Residential Premises" means any building that is used as a Dwelling and includes a Multiple Dwelling;

(kk) "Service Connection" means all of the Facilities required to achieve a physical connection between:

i. the MD's Water Main and the structure, improvement or location that receives Water Services, to allow a Customer to receive potable water, which includes a Water Service Line and a Private Water Line; or

ii. the MD's Wastewater Main and the structure, improvement or location that receives Wastewater Services, to allow a Customer to discharge Wastewater, which includes a Wastewater Service Line and a Private Wastewater Line;

as the context requires;

(ll) "Solid Waste Services" means the curb side collection of Household Waste from Properties within the Collection Area;

(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, Wastewater Services and Solid Waste Services described in Schedules "A", "B", "C", "D" and "E";

(oo) "Utility Services" means Water Services, Wastewater Services or Solid Waste Services or any combination of them;

(pp) "Utility Services Guidelines" means those guidelines, procedures, protocols, requirements, specifications or standards adopted by the Chief Administrative Officer from time to time pursuant to Section 6 of this Bylaw;

(qq) "Violation Ticket" has the same meaning as in the *Provincial Offences Procedure Act;*

(rr) "Waste" means any discarded material intended for disposal and includes but is not limited to Bulk Waste, Commercial Waste, Construction Waste, Hazardous Waste, Household Waste and Liquid Waste;

(ss) "Waste Collection Fee" means the fixed monthly service fee charged to the Owner of a Property that is provided Solid Waste Services;

(tt) "Waste Collector" means any authorized employee or agent of the MD performing Waste collection activities;

(uu) "Waste Receptacle" means the portable, plastic reusable container provided by the MD to each Account with the following specifications:

(i) serial number to match the utility account holder' address;

(ii) waste is to be bagged prior to being placed in the waste receptacle by the account holder;

(iii) waste receptacle lid must be closed prior to pick up;

(iv) waste receptacle to be placed in the front of each property no closer than 1.5 meters from any other object;

(v) waste receptacle cleaning, care, maintenance and storage is the responsibility of the account holder;

(vi) Account holder is responsible for replacement costs if damaged, lost or stolen.

(vv) "Wastewater" means the composite of water and water-carried wastes associated with the use of water for drinking, food preparation, washing, hygiene, sanitation or other domestic purposes, but does not include wastewater from industrial processes;

(ww) "Wastewater Main" means those pipes installed for the collection and transmission of Wastewater within the MD to which a Service Connection may be connected;

(xx) "Wastewater Service Line" means that portion of a Service Connection owned by the MD that extends from the Wastewater Main to the property line of a Property that receives, or is to receive, Wastewater Services;

(yy) "Wastewater Services" includes the collection, transmission, treatment and disposal of Wastewater, as applicable, and associated services offered to the Customer under this Bylaw;

(zz) "Wastewater System" means the Facilities used by the MD for the collection, transmission, treatment and disposal of Wastewater, which is deemed to be a municipal public utility within the meaning of the *Municipal Government Act*;

(aaa) "Water Conservation and 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;

(bbb) "Water Main" means those pipes installed for the conveyance of potable water within the MD to which Service Connections may be connected;

(ccc) "Water Service Line" means that portion of a Service Connection owned by the MD that extends from the Water Main to the property line of a Property that receives, or is to receive, Water Service;

(ddd) "Water Services" means the provision of potable water by the MD to a Customer's Property and associated services offered to the Customer under this Bylaw; and

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

(2) In this Bylaw, a citation of or reference to any act or regulation of the Province of Alberta or of Canada, or of any other bylaw of the MD, is a citation of or reference to that act, regulation, or bylaw as amended or replaced.

PART ii - PROVISION OF UTILITY SERVICES

Other Public Utilities Prohibited

3

(1) The MD or its authorized representatives shall be the exclusive provider of Utility Services, where available, to eligible Customers within the boundaries of the MD.

(2) No Person shall provide a service within the MD that is similar in type to the Utility Services provided pursuant to this Bylaw unless authorized by Council.

Terms and Conditions

4

All Utility Services shall be provided in accordance with Schedules "A", "B", "C", "D", and "E" as applicable.

Rates, Fees and Charges

5

(1) The MD will provide Utility Services to Customers within the MD at the rates, fees or other charges specified in Schedule "E", as may be amended by Council by bylaw from time to time.

(2) Subject to subsection (3), additional services provided by the MD to a Customer will be billed to the Customer in accordance with an agreement between the Customer and the MD.

(3) Additional 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 MD 's favour 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 MD.

Utility Services Guidelines

6

(1) Subject to subsection (2), the Chief Administrative Officer may adopt, amend, repeal and replace Utility Services Guidelines from time to time as the Chief Administrative Officer deems advisable.

(2) Utility Services Guidelines must not be inconsistent with this Bylaw and, in the event of an inconsistency, this Bylaw shall prevail.

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

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

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

(f) procedures or requirements that a Customer must comply with in order to access a MD bulk water station;

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

(h) the turn-on and turn-off of Water Services, whether at the instigation of the MD 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.

Notices

7

In any case in which written notice is required to be provided to a Customer pursuant to this Bylaw, the Chief Administrative Officer may serve notice:

(a) personally;

(b) by e-mail if the Customer has consented to receive documents from the MD by e-mail and has provided an e-mail address to the MD for that purpose;

(c) by mailing or delivering a copy of the notice to the last known address of the Customer as disclosed in the MD's assessment roll for the Property; or

(d) if the Customer does not answer the door, by placing the written notice on the door of the Property.

Authority of the Chief Administrative Officer

8

Without restricting any other power, duty or function granted by this Bylaw, the Chief Administrative Officer is authorized to, in accordance with this Bylaw and all other applicable laws:

(a) take any steps and carry out any actions required to give effect to, and enforce, the provisions of this Bylaw;

(b) establish forms for the purpose of this Bylaw; and

(c) delegate any powers, duties or functions under this Bylaw to an employee of the Municipality.

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 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.

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

Violation Ticket

14

(1) A Peace Officer is hereby authorized and empowered to 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.

(2) Subject to the *Provincial Offences Procedure Act* and the regulations thereunder, if a Violation Ticket is issued in respect of an offence, the Violation Ticket may;

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

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

Voluntary Payment

15

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

16

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

PART IV - GENERAL

Schedules

17

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 Wastewater Services;

(d) Schedule "D" – Terms and Conditions of Solid Waste Services;

(e) Schedule "E" – Rates, Fees and Charges; and

(f) Schedule "F" – Specified Penalties.

Severability

18

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

19

This Bylaw repeals Municipal District of Willow Creek No. 26 Bylaw No. 1915.

Enactment

20

This Bylaw takes effect upon being passed.

READ a first time this 27 day of April, 2022.

Maryanne V. Sandberg _____
Reeve – Maryanne Sandberg Chief Administrative Officer – Derrick Krizsan

READ a second time this 27 day of April, 2022.

Maryanne V. Sandberg _____
Reeve – Maryanne Sandberg Chief Administrative Officer – Derrick Krizsan

READ a third time and finally PASSED on this 27 day of April, 2022.

Maryanne V. Sandberg _____
Reeve – Maryanne Sandberg Chief Administrative Officer – Derrick Krizsan

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS OF UTILITY SERVICES

PART 1 - GENERAL WATER, WASTEWATER AND SOLID WASTE PROVISIONS

Duty to Supply

1

(1) The MD shall continue, insofar as there is sufficient capacity and supply, to supply Water Services, based upon criteria which may include but is not limited to: the capacity of the pipeline or water treatment facility or Alberta Environment and Parks water license volume, and upon such terms as Council considers advisable, to any Customer within the MD situated along a Water Main owned and operated by the MD.

(2) The MD shall continue, insofar as there is sufficient capacity and supply, to supply Wastewater Services, upon such terms as Council considers advisable, to any Customer within the MD situated along a Wastewater Main owned and operated by the MD.

(3) The MD shall continue, insofar as is reasonably practicable, to supply Solid Waste Services, upon such terms as Council considers advisable, to any Customer within the Collection Area.

(4) All Utility Services provided by the MD 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 MD.

No Guarantee of Continuous Supply

2

(1) The MD does not guarantee or warrant the continuous supply of potable water and the MD reserves the right to change the operating pressure, restrict the availability of Water Services or to disconnect or shut-off 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 MD assumes no responsibility for same.

(3) The MD does not guarantee or warrant the continuous capacity to collect, store and transmit Wastewater and the MD reserves the right to restrict the availability of Wastewater Services or to disconnect or shut-off Wastewater Services, in whole or in part, with or without notice, in accordance with this Bylaw.

(4) The MD does not guarantee or warrant the continuous capacity to collect, store and handle Solid Waste and the MD reserves the right to restrict the availability of Solid Waste Services or to discontinue Solid Waste Services, in whole or in part, with or without notice, in accordance with this Bylaw.

(5) The MD shall not be liable for any damages caused by the provision of Utility Services, including without limitation losses caused by a break within the MD's Water System or Wastewater System or caused by the interference or cessation of water supply including those necessary or advisable regarding the repair or proper maintenance of the MD's Water System or Wastewater System, or generally for any accident due to the operation of the MD's Water System, Wastewater System or Solid Waste Services or for the disconnection of a Service Connection or shut-off of a Utility Service, nor by reason of the water containing sediments, deposits, or other foreign matter.

PART II - SERVICE CONNECTIONS

Application for Service Connection

3

(1) A Customer requesting Utility Services involving a new Service Connection shall apply to the Chief Administrative Officer by submitting an application in a form acceptable to, or adopted by, the Chief Administrative Officer, 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 application documents, 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 MD 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

4

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

Design and Engineering Requirements for Service Connections

5

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 MD may reasonably require, signed and sealed by a professional engineer.

Construction of Service Connections

6

(1) The MD shall provide and install all Facilities up to the property line, but the Customer shall be responsible for, and shall pay, all costs incurred by the MD in connection with the provision and installation of the Water Service Line or Wastewater Service Line.

(2) The Customer shall be responsible for, and shall bear all costs associated with, 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 property line and:

(a) shall ensure that the Customer's proposed Private Water Line or Private Drainage Line, as applicable receives approval from the MD prior to construction;

(b) shall ensure that all work undertaken on behalf of the Customer is performed by qualified workers holding appropriate certifications, in accordance with this Bylaw and applicable requirements set out in the Engineering Design Standards and the Utility Services Guidelines; and

(c) shall not backfill the excavation until such time as the MD has inspected and approved of the work.

(3) Any Customer who undertakes a Service Connection to the West Pipeline Co-op shall pay a connection fee of $3000 per connection to the MD with said fees to be maintained by the MD for future maintenance costs of the West Pipeline.

(4) If an excavation is backfilled in contravention of subsection (2)(c), the Chief Administrative Officer may, in addition to any other rights and remedies that may be available to the MD, require the Customer in question to dig out and expose the said work at the Customer's cost.

Repair and Maintenance of Water and Wastewater Service Lines

7

The MD is responsible for the repair, maintenance and replacement of Water Service Lines and Wastewater Service Lines, but the Customer shall be responsible for, and shall pay, all costs incurred by the MD in connection with the maintenance, repair or replacement of the Water Service Line and Wastewater Service Line serving the Customer's Property.

Repair and Maintenance of Private Drainage and Water Lines

8

(1) The Customer is responsible for the repair, maintenance and replacement of Private Drainage Lines and Private Water Lines located on the Customer's Property, and for all associated costs.

(2) The Chief Administrative Officer may require a Customer to perform work described in subsection (1) if the Chief Administrative Officer, in his or her discretion, considers such work to be necessary or desirable for the protection or proper operation of the Water System or Wastewater System, as applicable.

(3) Where the Chief Administrative Officer requires a Customer to perform work pursuant to subsection (2), the Chief Administrative Officer shall establish a deadline by which the work in question must be completed by the Customer.

(4) If a Customer fails to complete, by the deadline established under subsection (3), all work required by the Chief Administrative Officer, to the satisfaction of the Chief Administrative Officer, the MD may, at its option, and in addition to any other remedy available, enter onto the Customer's Property and perform the said work.

(5) The Customer shall pay all costs incurred by the MD in performing work pursuant to subsection (4).

Customer Responsibility for Service Connection

9

(1) The Customer assumes full responsibility for the proper use of any Service Connection and any Utility Services provided by the MD 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 Wastewater System. The Customer shall provide and install any such devices at the Customer's sole expense.

Compliance with Requirements and Use of Service Connection

10

(1) A Customer shall ensure that the Customer's facilities comply with the requirements of this Bylaw, all applicable statutes, regulations, codes, and standards and with the MD'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, at the Chief Administrative Officer's request, take whatever action is required to correct such interference or disturbance at the Customer's expense.

Abandonment of Service Connection

11

Whenever a Customer 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

12

(1) The MD retains ownership of all Facilities necessary to provide Utility Services to a Customer, up to the property line, as well as the Curb Stop and Meter even if located on the Customer's Property, unless a written agreement between the MD and a Customer specifically provides otherwise.

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

Access to Facilities

13

(1) No Person shall obstruct or impede the MD'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 MD'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 MD'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

14

No Person shall interfere with or alter any Facilities or permit the same to be done by any Person other than an authorized agent of the MD, except as authorized by the Chief Administrative Officer.

Protection of Facilities on Customer's Property

15

The Customer shall furnish and maintain, at no cost to the MD, 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 his or her option, furnish and maintain, and charge the Customer for furnishing and maintaining, the necessary protection. Such space and protective barriers shall be in conformity with applicable laws and regulations and subject to the Chief Administrative Officer's specifications and approval.

Customer to Pay Relocation Costs

16

The Customer shall pay all costs of relocating the MD'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 MD, the Customer shall pay the estimated cost of the relocation in advance.

Prohibited Extension of Customer Owned Facilities

17

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

PART III - UTILITY ACCOUNTS

Requirement for Account

18

(1) The Owner of a Property shall apply for an Account with the MD, in a form acceptable to the MD, 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, as applicable, within the Multiple Dwelling, regardless of the number of Service Connections associated with the Multiple Dwelling.

(3) Except as provided under this Bylaw, the MD shall not grant Utility Services to, or open an Account in the name of, an Occupant that is not the Owner of the Property.

(4) If, notwithstanding subsection (3), Utility Services are currently being provided to an Occupant that is not the Owner of the Property, the Owner of the Property shall forthwith inform the MD of this and apply for an Account with the MD, failing which the MD may deem an application to have been received from the Owner of the Property and open an Account in the Owner's name.

(5) Upon the change of ownership of a Property supplied with Utility Services, the new Owner shall apply for an Account with the MD, failing which the MD 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

19

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

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

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

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

Obligation to Pay

20

(1) The Chief Administrative Officer may add to a Customer's Account the charges for all Utility Services provided by the MD 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) For greater certainty, non-receipt of a bill or invoice does not relieve a Customer from the obligation to pay for Utility Services provided.

(3) No reduction in charges for Utility Services will be made because of any interruption of Utility Services supplied to or made available for use by any Customer due to any cause whatsoever.

(4) Billing shall be in accordance with the following:

(a) The amount of the billing shall be based upon the rates, fees and charges set out in this Bylaw, including, without restriction, Schedule "E";

(b) Customers shall be billed monthly, or at such frequency as may be determined by the Chief Administrative Officer, in his or her discretion;

(c) For rates, fees and charges that are based on water consumption, the water consumption through Service Connections shall be determined by the applicable Meter reading, obtained at such frequency as may be determined by the Chief Administrative Officer in his or her discretion, with a consumption estimate to be utilized in months for which no Meter reading is scheduled to occur;

(d) Where a Meter reading is not obtainable, a water consumption estimate may, at the Chief Administrative Officer's discretion, be used;

(e) Where water consumption cannot be measured because a Meter has not been installed and Utility Service cannot be shut-off at the Curb Stop, the Customer will be charged the rates applicable to an "Unmetered Services" for Water Services.

(5) Where, pursuant to any provision of this Bylaw, a Service Connection that provides a Utility Service to a Customer has been disconnected, or a Utility

Service has otherwise been shut-off or discontinued, the Customer shall continue, for the duration of the disconnection, shut-off or discontinuance of service, to be obligated to pay all applicable non-consumption related rates, fees and charges set out in this Bylaw, including, without restriction, all applicable flat rate or fixed rate charges for Water Services and Wastewater Services.

(6) Every Owner of a Property within the Collection Area shall pay the applicable rates, fees and charges for Solid Waste Services set out in this Bylaw, even if no Waste is set out for collection or where the Premises on the Property are vacant.

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

Past Due Accounts

21

(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 MD 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 MD and is recoverable by the following methods, namely:

(a) After 90 days 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*.

Discontinuance of Utility Services

22

(1) In addition to any other remedy available, 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, without prior notice to the Customer, discontinue the provision of Utility Services to a Customer or Property.

(2) In addition to any other remedy available, the Chief Administrative Officer may discontinue the provision of Utility Services to a Customer or Property after providing forty-eight (48) hours advance notice to the Customer 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 this Bylaw or any agreement between the Customer and the MD for the provision of Utility Services; or

(d) any other similar circumstances to those described above that the Chief Administrative Officer determines, in his or her sole discretion, acting reasonably, require the discontinuance of Utility Services upon forty-eight (48) hours' notice.

(3) When Utility Services are to be discontinued pursuant to subsection (1) or (2), the Chief Administrative Officer may use any means to discontinue the Utility Services, including, without restriction, disconnecting, shutting-off or sealing a Service Connection.

(4) The MD may impose, upon Customers, fees and charges, as set out in this Bylaw, for the discontinuance or disconnection of Utility Services and for the restoration or reconnection of Utility Services and may, in addition, require the Customer to reimburse the MD for any costs incurred by the MD in taking action under this section.

(5) Before the MD restores or reconnects Utility Services, the Customer shall pay:

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

(b) any amount owing pursuant to subsection (4); and

(c) any applicable security deposit.

Customer Requested Temporary Turn-off

23

(5) A Customer may request the MD to temporarily turn-off the water supply to the Customer's Property at the Curb Stop, subject to payment of the applicable fees and charges provided for in this Bylaw.

(6) A temporary turn-off of the water supply does not relieve the Customer from the obligation to pay any fixed rates or other charges associated with the Customer's Property being connected to the Water System.

The MD's Right of Entry

24

(1) As a condition of receipt of Utility Services and as operational needs dictate, authorized representatives of the MD 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 any facilities associated with the Water System or Wastewater System;

(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) No Person shall hinder or prevent an Inspector from carrying out any of the Chief Administrative Officer's duties under this Bylaw.

(4) The Customer shall pay a no access fee sufficient to cover the MD's reasonable out-of-pocket and administrative costs, if the MD'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 MD Facilities

25

Where any Customer discontinues Utility, Services furnished by the MD, or the MD lawfully refuses to continue any longer to supply it, any authorized representative of the MD 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 MD pursuant to this Bylaw.

SCHEDULE "B"

TERMS AND CONDITIONS OF WATER SERVICES

PART 1 - GENERAL WATER SERVICES PROVISIONS

Water Conservation and 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 Conservation and Demand Management Measures to restrict water usage in any or all parts of the MD.

(2) All water restrictions shall be duly advertised by posting on the MD's website or by use of local media, printed or otherwise, prior to taking effect.

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

(4) No Person in the Pipeline Water Co-op service area shall exceed a bi-monthly water consumption of 160 m^3 and / or 960 m^3 annually.

Requirement to Connect to Water System

2

(1) Subject to subsection (2), all new development, including redevelopment, on Property adjacent to a Water Main must connect to the Water System prior to occupancy.

(2) The Chief Administrative Officer may, in his or her discretion, exempt a given new development or redevelopment from the connection requirement established by subsection (1).

(3) Where an exemption has been granted under subsection (2), the Chief Administrative Officer may, at any time after the granting of the exemption, require that the new development or redevelopment in question be connected to the Water System within an alternate timeframe prescribed by the Chief Administrative Officer.

(4) If an Owner fails to take all required steps to connect the Owner's Property to the Water System when required, by this section, to do so, the MD may enter onto the Property in question and, at the Owner's sole expense, take any and all steps that the MD considers necessary to connect that Property to the Water System, including, without restriction, constructing a Private Water Line and related facilities on the Property.

Alternate Water Supply

3

(1) Subject to subsection (2), once a Property is connected to the Water System,

(a) no Person shall 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; and

(b) any existing well, spring or other source of water supply not connected to the Water System, that is located on that Property, shall be decommissioned by the Owner, at the Owner's expense, in accordance with all applicable laws and regulations.

(2) The Chief Administrative Officer may allow a Person to maintain an alternate source of water supply subject to such terms and conditions as the Chief Administrative Officer deems necessary, which may include, without limiting the generality of the foregoing, restrictions on the period of time for which an alternate source of water supply may be used and the purposes for which it may be used.

(3) No Person who has been granted permission by the Chief Administrative Officer to maintain 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

4

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

5

(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) in a manner that is wasteful;

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

(d) unless the water has first passed through a Meter, except in a case where, pursuant to this Bylaw, unmetered supply of water is specifically authorized; or

(e) 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 MD'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 immediately disconnect the Service Connection or shut-off the water supply, 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 MD.

(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 MD 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

6

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

(2) The MD 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 MD's requirements applicable to the installation and operation of the Private Water Line. The MD reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

Temporary Water Services

7

The MD 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 this 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 permanent metered Water Services when

(1) a MD final inspection is issued for the development; or

(2) the development is being used for its intended purpose;
whichever event occurs first.

Bulk Water

8

(1) The MD may, at its discretion, make water available for sale at MD bulk water stations.

(2) The MD is not obligated to supply water at its bulk water stations and the supply of water may be interrupted for any reason.

PART II - WATER METERS

Provision and Ownership of Meters

9

(1) All water supplied by the MD through each Service Connection shall be measured by one Meter unless the Chief Administrative Officer, in his or her sole discretion, has specified otherwise. A separate Curb Stop must be installed for each Meter.

(2) The MD shall, at the Customer's sole cost, supply and install one or more Meters for the purpose of measuring the volume of water delivered to a Customer by way of a Service Connection. Each Meter shall remain the sole property of the MD, notwithstanding the Customer has paid the MD'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 on Property adjacent to a Water Main, a Customer's Property may only be occupied after the Meter is installed and an Account opened.

(4) If a Customer fails or refuses to permit a Meter to be installed on the Customer's Property, as required by this section, the MD may, in addition to any without restricting any other remedies provided for in this Bylaw or by statute or under the common law, charge the Customer for Water Services at the rates prescribed in this Bylaw for an "Unmetered Service".

Responsibilities of Customer

10

(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 MD 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

11

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

(2) No Person shall break, tamper, or interfere with any Meter including, without restriction, any seal attached thereto.

(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.

Access to Meters

12

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

(2) The Chief Administrative Officer may schedule and administer regular maintenance, inspection and replacement programs for Meters.

Remote Meter Reading

13

(1) Without limiting the generality of section 12 of this Schedule, the Chief Administrative Officer may, at any reasonable time, and at the Customer's sole cost, replace a Meter with a Meter capable of being read remotely.

(2) If a Customer denies the Chief Administrative Officer access to the Customer's premises or in any way hinders or obstructs the Chief Administrative Officer's installation of a Meter that can be read remotely then, without limiting any other remedy available pursuant to this Bylaw, by statute or common law, the Customer may be deemed to be an "Unmetered Service" and charged accordingly for Water Services even if the Customer has a pre-existing Meter.

Meter Readings

14

Where 3 consecutive estimated Meter readings have been used for billing purposes due to the Meter not being read by an authorized representative of the MD as a result of the Customer failing to provide or allow the MD access to the Meter during a billing period:

(1) 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

(2) in the case where the Customer does not contact the Chief Administrative Officer within two (2) working days, the MD may disconnect the Service Connection or shut-off Utility Services, without any further notice, until such time as an actual Meter reading can be obtained.

Meter Testing

15

(1) At the 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 98.5% and 101.5% 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:

(a) the Chief Administrative Officer will repair or replace the Meter and the cost, along with the costs of verification and testing, shall be borne by the MD; and

(b) subject to subsection (3), the Account based on the readings of that Meter during the period of 3 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 MD 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

16

(1) If under any circumstances, a Person other than an authorized agent of the MD prevents a Meter from accurately recording the total volume of water supplied, the MD may disconnect the Service Connection, shut-off Utility Services 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.

PART III - FIRE PROTECTION

Use of Water from Fire Hydrants

17

(1) Unless authorized by the Chief Administrative Officer, no Person shall operate or interfere with a fire hydrant, whether owned by the MD or privately owned, except as necessary for firefighting purposes.

(2) A Customer requesting authorization to use water from a MD owned 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 MD is prepared to authorize use of a MD owned fire hydrant and any conditions, including without limitation, payments by the Customer, that must be satisfied as a condition of using a MD owned fire hydrant.

Interference with Fire Hydrants

18

(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 3 feet around a fire hydrant and shall not permit anything to be constructed, erected, placed or planted within that minimum clearance.

Private Fire Protection Equipment

19

(1) In this section "Private Fire Protection Equipment" means equipment, infrastructure or facilities, not owned by the MD, which is located on a Customer's Property and is intended to be used to provide fire protection, including, without limiting the generality of the foregoing, private fire hydrants, fire sprinklers and outlets for fire hoses.

(2) No Customer shall connect Private Fire Protection Equipment to the Water System without first applying for, and obtaining, the written approval of the Chief Administrative Officer.

(3) A Person applying for approval under subsection (2) shall pay any applicable fee and provide the Chief Administrative Officer with all information that the Chief Administrative Officer may require.

(4) The Chief Administrative Officer may, in his or her discretion, acting reasonably, approve or reject an application under subsection (2) and may, in granting an approval, impose conditions or requirements on the Customer, which may include, without restriction, a requirement that a separate Service Connection be constructed and installed, at the Customer's sole cost, for the purpose of supplying the Private Fire Protection Equipment.

(5)The MD does not guarantee or warrant that the Water System, or any portion thereof, will be capable of connecting to and/or adequately supplying Private Fire Protection Equipment on a Customer's Property and, without limiting the authority of the Chief Administrative Officer under subsection (4), an application under subsection (2) may be rejected if the Chief Administrative Officer

determines that the Water System, or portion thereof, is not capable of connecting to or adequately supplying the proposed Private Fire Protection Equipment.

(6) A separate Service Connection for fire protection that is installed pursuant to subsection (4) shall only be utilized to supply water for fire protection purposes.

(7) Where a separate Service Connection for fire protection is required pursuant to subsection (4), the Chief Administrative Officer may require that a separate Meter be installed on that Service Connection at the sole expense of the Customer.

(8) A Customer that installs Private Fire Protection Equipment is responsible for complying with any applicable laws and regulations that relate to the installation, operation and maintenance of that Fire Protection Equipment.

(9) A Customer shall ensure that all Private Fire Protection Equipment located on the Customer's Property maintains an adequate volume, pressure and flow rate of water required for firefighting purposes.

(10) The Chief Administrative Officer may, at any reasonable time, inspect and test Private Fire Protection Equipment.

PART IV - CROSS CONNECTIONS

Cross Connections

20

(1) No Person shall install, or allow to exist, any 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 Cross Connection prohibited by this section, the Chief Administrative Officer shall give notice to the Customer to correct the Cross Connection at the expense of the Customer within the time specified in the notice and may, in addition to any other legal remedy, immediately disconnect the Service Connection or shut-off the water supply for such time as the prohibited Cross Connection continues.

Cross Connection Control Devices

21

(1) The Chief Administrative Officer may, in his or her discretion, require any Customer to install, at the Customer's expense, one or more Cross Connection Control Devices on Private Water Lines servicing the Customer's Property, in locations approved by the Chief Administrative Officer.

(2) A Customer is responsible, at the Customer's expense, for ensuring that Cross Connection Control Devices located on the Customer's Property are installed, and regularly inspected, repaired and maintained, by a Person certified and qualified to install, inspect, repair and maintain Cross Connection Control Devices.

PART V - OTHER FACILITIES

Operation of Curb Stops

22

(1) No Person, other than an authorized representative of the MD, shall operate a Curb Stop on any Property.

(2) No Person shall interfere with, damage or obstruct access to any Curb Stop.

Boilers

23

Where a boiler is supplied with water from the Water System, the Customer shall ensure that a safety valve or other appropriate device is installed to prevent danger from collapse or explosion if water supply to the Customer is disconnected or otherwise discontinued.

SCHEDULE "C"

TERMS AND CONDITIONS OF WASTEWATER SERVICES

Unauthorized Use of Wastewater System

1

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

(a) in a manner that will impede the Wastewater 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 Wastewater 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 Wastewater System, the Chief Administrative Officer may immediately disconnect the Service Connection or shut-off Wastewater Services, 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 MD.

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

(a) the applicable rate for the Wastewater Services used based on an estimate by the Chief Administrative Officer of the value the contravention of this section;

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

(c) any other applicable fees or charges provided for in this Bylaw.

Requirement to Connect to Wastewater System

2

(1) Subject to subsection (2), all new development, including redevelopment, on Properties adjacent to a Wastewater Main must connect to the Wastewater System prior to occupancy.

(2) The Chief Administrative Officer may, in his or her discretion, exempt a given new development or redevelopment from the connection requirement established by subsection (1).

(3) Where an exemption has been granted under subsection (2), the Chief Administrative Officer may, at any time after the granting of the exemption, require that the new development or redevelopment in question be connected to the Wastewater System within an alternate timeframe prescribed by the Chief Administrative Officer.

(4) If an Owner fails to take all required steps to connect the Owner's Property to the Wastewater System when required, by this section, to do so, the MD may enter onto the Property in question and, at the Owner's sole expense, take any and all steps that the MD considers necessary to connect that Property to the Wastewater System, including, without restriction, constructing a Private Drainage Line and related facilities on the Property.

(5) The Owner of a Property in respect of which the Chief Administrative Officer has provided an exemption under subsection (2) shall install, at the Owner's expense, a Private Wastewater Disposal System that meets the approval of the Chief Administrative Officer.

(6) An Owner who installs a Private Wastewater Disposal System pursuant to subsection (6) shall be responsible for obtaining, and complying with, all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Wastewater Disposal System, and for complying with all applicable laws and regulations.

Alternate Wastewater System

3

(1) Subject to subsection (2), once a Property is connected to the Wastewater System,

(a) no Person shall, unless authorized in writing by the Chief Administrative Officer, continue to use any Private Wastewater Disposal System located on that Property for the collection or disposal of Wastewater; and

(b) any existing Private Wastewater Disposal System that is located on the Property shall be decommissioned, at the Owner's expense, in accordance with all applicable laws and regulations.

(2) The Chief Administrative Officer may allow a Person to maintain a Private Wastewater Disposal System subject to such terms and conditions as the Chief Administrative Officer deems necessary, which may include, without limiting the generality of the foregoing, restrictions on the period of time for which the Private Wastewater Disposal System may be used and the purposes for which it may be used.

(3) No Person who has been granted permission by the Chief Administrative Officer to maintain a Private Wastewater Disposal System shall allow that alternate facility to be connected, directly or indirectly, to the Wastewater System.

Authorizations and Approvals for Private Wastewater Line

4

(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 Wastewater Line.

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

Discharge into Wastewater System

5

(1) Except as agreed to in writing by the Chief Administrative Officer, no Person shall discharge or permit to be discharged into the Wastewater 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 Wastewater System:

(a) any matter containing Hazardous Waste;

(b) any substance that may cause the MD to be in violation of any regulatory or operating licence, approval or permit for the Wastewater System;

(c) 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, including, without restriction, hydrocarbon substances such as gasoline and diesel fuel;

(d) 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 Wastewater System including, without restriction, grease and solid substances such as sand, grit, mud, plastics, rags, sanitary napkins and wet wipes;

(e) any matter with corrosive properties which, by itself or in combination with any other substance, may cause damage to the Wastewater System;

(f) any substance having a pH of less than 5.5 or greater than 10;

(g) pharmaceuticals;

(h) corrosive or toxic substances, including, without restriction, pesticides and herbicides;

(i) radioactive materials;

(j) condensing water,

(k) the contents of any privy vault, manure pit or cesspool;

(l) the contents of a sump pump; or

(m) storm water or surface water.

Commercial or Industrial Wastewater

6

(1) No Wastewater or other matter resulting from any commercial, trade, industrial or manufacturing process shall be discharged or permitted to be discharged into the Wastewater System unless prior approval has been granted by the 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

7

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

Protection of Wastewater System

8

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

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

(3) No Person shall connect any storm drain, weeping tile or sump pump to any portion of the Wastewater System.

(4) In case of a blockage, either wholly in in part, of the Wastewater 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 MD may be held liable for due to such blockages.

Hauled Wastewater

9

(1) 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.

(2) If a hauled Wastewater discharge location has been identified, by the MD, as a Recreational Vehicle discharge or dump location, that location shall be used solely for the purpose of discharging Wastewater from Recreational Vehicles, and no Person shall discharge or permit the discharge, at that location, of Wastewater from any vehicle, container, structure or thing other than a Recreational Vehicle.

Food-Related Grease Interceptors

10

(1) Every Customer who is the Owner or operator of a restaurant or other commercial, institutional, Industrial, commercial or Institutional premises where food is cooked, processed or prepared, for which the premises is connected directly or indirectly to the Wastewater System, shall take all necessary measures to ensure that Oil and Grease are prevented from entering the Wastewater System in excess of the provisions of this Bylaw.

(2) The Customer referred to in subsection (1) shall install, operate, and properly maintain, at the Customer's expense, an Oil and Grease interceptor in any piping system at its premises that connects directly or indirectly to the Wastewater System. The Oil and Grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code and the National Plumbing Code of Canada.

Vehicle and Equipment Service Oil and Grease Interceptors

11

(1) Every Customer who is the Owner or operator of a vehicle or equipment service station, repair shop or garage or of a commercial, industrial or institutional premises or any other establishment where motor vehicles are repaired, lubricated or maintained and where the discharge is directly or indirectly connected to the Wastewater System shall install an Oil and Grease interceptor designed to prevent motor oil and lubricating grease from passing into the Wastewater System in excess of the limits in this Bylaw.

(2) The Customer referred to in subsection (1) shall install, operate, and properly maintain an Oil and Grease interceptor in any piping system at its premises that connects directly or indirectly to the Wastewater System. The Oil and Grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code and be maintained as recommended by the Canadian Fuels Association (formerly the Canadian Petroleum Products Institute).

Sediment Interceptors

12

(1) Every Customer who is the Owner or operator of premises from which sediment may directly or indirectly enter the Wastewater System, including but not limited to premises using a ramp drain or area drain and vehicle wash establishments, shall take all necessary measures to ensure that such sediment is prevented from entering the Wastewater System in excess of the limits in this Bylaw.

Spills

13

(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:

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

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

SCHEDULE "D"

TERMS AND CONDITIONS OF SOLID WASTE SERVICES

Collection Services

1

The Chief Administrative Officer is authorized to establish the Collection Schedule and establish methods of Waste collection and disposal.

2

(1) The MD will provide Solid Waste Services to Owners of Property located within the Collection Area.

(2) The MD will provide a Waste Receptacle to each Account located within the Collection Area.

(3) 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 an approved waste transfer station or landfill, at the Owner or Occupant's sole expense.

Prohibited Waste

3

(1) 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) animal carcasses;

(c) Bulk Waste;

(d) Commercial Waste;

(e) Construction Waste;

(f) Hazardous Waste;

(g) hot ashes; or

(h) Liquid Waste.

Waste Collection Fees

4

(1) Every Owner of Property within the Collection Area shall pay to the MD the Waste Collection Fee specified in Schedule "F" of this Bylaw.

(2) The Waste Collection Fee shall apply even where no Waste is set out or where all or a portion of a Dwelling is vacant.

Preparing Waste for Collection

5

(1) No Person shall set out, or permit to be set out, Waste for collection without ensuring that the Waste has been prepared for collection in accordance with the following:

(a) all Waste must be secured within the Waste Receptacle provided to the Account holder by the MD;

(b) all waste deposited in the Waste Receptacle must be placed in a Garbage Bag;

(c) wet Waste must be thoroughly drained, double-bagged and tied securely;

(d) light, dusty materials such as cooled ashes, sawdust, powders, vacuum cleaner bags, furnace filters and absorbents must be placed in a sealed

disposable container;

(e) objectionable materials including animal feces and diapers must be double-bagged and tied securely; and

(f) sharp or dangerous items, including broken glass, razor blades, sheet metal scarps and items with exposed screws or nails must be contained within protective packaging (sturdy, sealed cardboard box or rigid disposable plastic container);

Waste Receptacles

6

(1) Waste Receptacles will be provided once to each Account by the MD.

(2) Replacement of damaged lost or stolen receptacles are at the Account holders' sole expense in accordance with Schedule "F" of this bylaw.

(3) The contents of a Waste Receptacle must not be packed or jammed into the Waste Receptacle to the extent that the contents will not fall freely from the Waste Receptacle during Collection activities.

(4) The contents of a Waste Receptacle must not prevent the closure of the lid.

(5) Waste Receptacle lids must not be chained or tied to the Waste Receptacle.

(6) Waste Receptacles must not be chained or tied to fences or Waste Container enclosures.

Curbside Collection

7

(1) All Waste Collection shall be from a front yard curbside location unless otherwise authorized by the Chief Administrative Officer.

(2) A Person setting out Waste for Collection shall ensure that:

(a) all Waste Receptacles are placed near the front property line; and

(3) Convenient and unobstructed access to Waste Receptacles is maintained at all times. Each Waste Receptacle must be no closer than 1.5 meters from any object.

(4) No Person shall set out Waste for collection in a location that is unsafe, obstructed, poorly maintained, uneven or that otherwise prevents a Waste Collector from collecting Waste in a safe and efficient manner.

Setting Out Waste for Collection

8

(1) Waste must be set out for collection by 8:00 a.m. on the morning of the scheduled collection day.

(2) No Person shall set out Waste for collection before 5:00 p.m. on the day prior to the scheduled collection day.

(3) The Property Owner shall be responsible any litter created as a result of interference with the Waste Receptacle by any person or thing.

Waste Collection

9

(1) Waste collection from any location may occur at any time during the collection day (8:00 a.m. to 5:00 p.m.) and actual collection may vary on a weekly or seasonal basis.

(2) Collection shall occur on a weekly basis. Additional collections may be scheduled if and when required, at the discretion of Chief Administrative Officer.

(3) If a civic holiday occurs on the scheduled collection day, collection will be made within two (2) days of the holiday.

(4) In the event of severe weather or unusually large Waste volumes, the Chief Administrative Officer may alter the Collection Schedule for part or all of the

Collection Area to include the day before and the day after the regularly scheduled collection day.

Ownership of Waste

10

(1) All Waste set out for collection remains the property of the Person placing the Waste for collection until accepted by the MD at the time of collection.

Withholding Collection Services

11

(1) Waste Collectors are authorized to withhold collection of improperly prepared Waste, prohibited Waste, excessive quantities of Waste, Waste not contained within a Waste Receptacle or Waste located at unsafe or non-compliant locations.

Damage to Waste Receptacles

12

(1) The MD is not responsible for damage to Waste Receptacles resulting from normal, repetitive activity or for lost Waste Receptacles, including lids.

Interference with Waste Receptacles

13

(1) No Person other than an authorized Waste Collector or the Person placing Waste in a Waste Receptacle shall interfere with, disturb, add to or remove the contents of a Waste Receptacle set out for collection.

Entering Private Property

14

(1) Waste Collectors shall not be required to enter onto private Property to collect Waste unless such entry is necessary or desirable, in the discretion of the Chief Administrative Officer.

(2) Waste Collectors are authorized to enter the front yard of any private Property at all reasonable times for the purpose of carrying out their duties.

(3) The MD will not be responsible for any damage to roads or infrastructure located on private Property resulting from legitimate operation of Waste collection vehicles during Waste collection activity on that private Property.

SCHEDULE "E"

RATES, FEES AND CHARGES

Water and Wastewater Rates

1 The rates for Water Services and Wastewater Services are as follows:

	Water Services						Wastewater Services	Sewer Usage Charge
Location	**Monthly Infrastructure Fee**	**Monthly Fixed Rate**	**Consumption Charge (per cubic meter of water supplied)**	**Horse Paddock**	**Bulk Water**	**Unmetered Service**	**Sewer**	**Sewer**
Hamlet of Granum	Residential and commercial School	31.50 200.00	$2.50/m^3		$2.50/m^3	$200.00	$25.00	
Moon River Estates		27.50	$2.25/m^3	$20.00		$200.00		
Claresholm Industrial Area		9.00	$3.30/m^3			$200.00	$33.66	$0.90
West Pipeline	$60.33	9.00	$3.30/m^3			$200.00		

New Service Connections
The fees payable for a new Service Connection are as follows:

(1) Water Service: Full cost recovery for contracted services
(2) Wastewater Service: Full cost recovery for contracted services
(3) Combined Water/Wastewater Service: Full cost recovery for contracted services

Additional Service Charges
The fees and charges payable for additional Water and Wastewater Services are as follows:

(1) Water Turn-On/Turn-Off Charge (at Customer request): $100.00 per visit
(2) Meter Installation/Removal Charge: $200.00
(3) Meter Test Charge: $200.00

Solid Waste Services
The Waste Collection Fee for Solid Waste Services is:

(1) Claresholm Industrial Area - $12.50 per month.
(2) Hamlet of Granum:
Solid Waste Pick up per Account - $9.00 per month.
Replacement Waste Receptacle - $200.00 each
First Waste Receptacle for new accounts – No charge

Miscellaneous Service Fees and Charges
The Recycling fee for the Hamlet of Granum is $5.00 per month.
The Connection fee for new users on the West Pipeline is $3000.

A late payment charge of 1.5% per month, not compounded, will be applied to all charges on a Customer's Account, if the Customer's payment is not received by the MD within 30 days from the date of issuance of the bill in respect of the charges.

SCHEDULE "F"

SPECIFIED PENALTIES

Section	Description	Penalty	
		First Offence	Second or Subsequent Offence
Bylaw, s. 18	Obstruct an authorized representative	$100	$250
Schedule "A", s. 6(2)(c)	Backfill before Service Connection inspection	$250	$500
Schedule "A", s. 7	Contravention of Repair and Maintenance Requirements	$100	$200
Schedule "A", s. 9(2)	Interfere with another Customer's Service Connection/Utility Services	$250	$500
Schedule "A", s. 12(1)	Obstruct access to Facilities	$100	$200
Schedule "A", s. 12(2)	Failure to manage vegetation on Property	$100	$200
Schedule "A", s. 12(3)	Install structure that interferes with proper and safe operation of Facilities	$100	$200
Schedule "A", s. 13	Interfere with or alter Facilities	$250	$500
Schedule "A", s. 16	Extend Customer-owned infrastructure beyond Property	$250	$500
Schedule "A", s. 27	Supply false or inaccurate information	$250	$500
Schedule "B", s. 1(3)	Fail to comply with Water Conservation and Demand Management Measures	$100	$250
Schedule "B", s. 1(4)	Exceed authorized per parcel annual volume water use of 960 m^3	Termination of water service until January 1 of following year	Termination of water service until January 1 of following year
Schedule "B", s. 5(1)	Unauthorized use of water	$100	$500
Schedule "B", s.10(3)	Contravention of Customer Meter installation rules and requirements	$100	$250
Schedule "B". s.11	Contravention of General Meter Restrictions	$100	$250

Schedule "B" s. 18(1)	Unauthorized operation of a fire hydrant	$250	$500
Schedule "B", s. 19	Obstruct access to or operation of a fire hydrant	$250	$500
Schedule "B" s. 21	Unauthorized Cross Connection	$250	$500
Schedule "B", s. 22(1)	Customer fails to install required Cross Connection Control Device	$250	$500
Schedule "C", s. 1(1)(a)	Impede Wastewater Use of other Customers	$250	$500
Schedule "C", s. 1(1)(b)	Use Wastewater System without an Account	$250	$500
Schedule "C", s. 1(1)(c)	Use Wastewater System in unauthorized manner	$250	$500