

**BYLAW No. 604/23  
WATER AND SEWER BYLAW**

**BEING A BYLAW OF WOODLANDS COUNTY, IN THE PROVINCE OF ALBERTA, REGULATING  
AND PROVIDING FOR THE TERMS, CONDITIONS, RATES AND CHARGES FOR THE SUPPLY  
AND USE OF WATER AND SEWER SERVICES PROVIDED BY WOODLANDS COUNTY**

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WHEREAS the *Municipal Government Act* provides that a council of a municipality may pass bylaws for municipal purposes respecting public utilities;

AND WHEREAS the *Municipal Government Act* provides that a council of a municipality may pass bylaws for municipal purposes respecting the enforcement of bylaws and may, in a bylaw, regulate or prohibit, and provide for a system of licenses, permits or approvals;

NOW THEREFORE the Council of Woodlands County, in the Province of Alberta, duly assembled, enacts as follows:

**PART I - DEFINITIONS AND INTERPRETATION**

**Bylaw Title**

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

**Definitions**

2 In this Bylaw, unless the context otherwise requires:

- (a) **“Account”** means an agreement between a Customer and the County for the supply of Water Services or Sewer Services, of which the terms of this Bylaw shall form a part and includes the amounts payable from time to time by the Customer to the County;
- (b) **“Backflow Valve”** means a mechanism that prevents backflow to avoid untreated or potentially contaminated water migration into the Water System, Sewer System, or Private Drainage System;
- (c) **“Enforcement Officer”** means a bylaw enforcement officer or any person authorized to enforce this bylaw appointed by the County pursuant to the *Municipal Government Act* to enforce County bylaws and includes a member of the Royal Canadian Mounted Police; or a Peace Officer appointed pursuant to the *Alberta Peace Officer Act*;
- (d) **“CAO”** means the chief administrative officer of the County or their delegate;
- (e) **“Council”** means the municipal council of the County;
- (f) **“County”** means the municipal corporation of Woodlands County and its duly authorized employees, agents, contractors and other representatives or the geographic area contained within the boundaries thereof, as the context requires;
- (g) **“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;

- (h) **“Curb Stop”** means a shut-off valve connected to a Service Connection enabling shutting off water supply to a Customer’s Property;
- (i) **“Customer”** means any Person that receives Water Services or Sewer Services, and where the context or circumstances so require includes any Person who makes or has made an application for Water Services or Sewer Services or otherwise seeks to receive Water Services or Sewer Services, and also includes any Person acting as an agent or representative of a Customer;
- (j) **“Engineering Design Standards”** means the County’s Minimum Engineering Design Standards, or in the absence of such standards, generally accepted municipal engineering standards;
- (k) **“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;
- (l) **“Facilities”** means any infrastructure forming part of:
  - i. the Water System, including without limitation: water treatment plants, reservoirs, pumping stations, Water Mains, Water Service Lines, Curb Stops, valves, fittings, fire hydrants, chambers, Meters, Cross Connection control devices and all other equipment and machinery of whatever kind owned by the County that is used to produce and supply potable water to Customers; or
  - ii. the Sewer System, including without limitation: Wastewater treatment plants, sewage lagoons, pumping stations, Sewer Mains, Sewer Service Lines, valves, fittings, chambers, Meters, and all other equipment and machinery of whatever kind owned by the County that is used for the collection and transmission of Wastewater;as the context requires.
- (m) **“Hazardous Waste”** has the same meaning as in the *Environmental Protection and Enhancement Act* and any regulations thereunder;
- (n) **“Meter”** means the individual or compound water meter and all other equipment and instruments, including but not limited to, radio frequency units and remote meter reading devices supplied and used by the County to calculate and register the amount of water consumed relative to the land and buildings that the Meter is designed to monitor;
- (o) **“Municipal Tag”** means a tag or similar document issued by the County pursuant to the *Municipal Government Act* that alleges a bylaw offence and provides a Person with the opportunity to pay an amount to the County in lieu of prosecution for the offence;
- (p) **“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;

- (q) **“Person”** means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative to whom the context applies according to law;
- (r) **“Private Drainage System”** means that portion of a Service Connection, which extends from the Service Connection Point to and within a Customer’s Property, comprised of the Customer owned assembly of pipes, fittings, fixtures, traps and appurtenances for the collection and transmission of Wastewater into the Sewer System;
- (s) **“Private Water Line”** means that portion of a Service Connection, which extends from the Service Connection Point to and within a Customer’s Property, comprised of the Customer owned assembly of pipes, fittings, fixtures, traps and appurtenances for providing water to a Customer’s Property, excluding the Meter owned by the County;
- (t) **“Property”** means:
- i. in the case of land, a parcel of land including any buildings; or
  - ii. in other cases, personal property;
- (u) **“Service Connection”** means all of the Facilities required to achieve a physical connection between:
- i. the County’s Water Main abutting a Customer’s Property and a Private Water Line to allow a Customer to receive potable water, which includes a Water Service Line, a Service Connection Point and a Private Water Line; or
  - ii. the County’s Sewer Main abutting a Customer’s Property and a Private Drainage System to allow a Customer to discharge Wastewater, which includes a Sewer Service Line, a Service Connection Point and a Private Drainage System,
- as the context requires;
- (v) **“Service Connection Point”** means the point on the Service Connection where:
- i. a Water Service Line physically connects to a Private Water Line; or
  - ii. a Sewer Service Line physically connects to a Private Drainage System;
- which will ordinarily be a point at or near a Customer’s Property line, but may be within the boundaries of an easement area granted to the County for its Water System or Sewer System, as the context requires;
- (w) **“Sewer Main”** means those pipes installed for the collection and transmission of Wastewater within the County to which a Service Connection may be connected;
- (x) **“Sewer Service Line”** means that portion of a Service Connection owned by the County that extends from the Sewer Main to the Service Connection Point;
- (y) **“Sewer Services”** means the removal of Wastewater by the County from a Customer’s Property and associated services offered to the Customer under this Bylaw;

- (z) **“Sewer System”** means the Facilities used by the County for the collection, storage and transmission of Wastewater for Customers, which is deemed to be a public utility within the meaning of the *Municipal Government Act*.
- (aa) **“Subsidiary Meter”** means a privately owned Meter installed on Property at the Customer’s expense and utilized strictly for the Customer’s purposes;
- (bb) **“Tenant”** means a Person who is not an Customer but who is in legal possession of a Property to which Water Service is provided;
- (cc) **“Violation Ticket”** has the same meaning as in the *Provincial Offences Procedure Act*;
- (dd) **“Wastewater”** means the composite of water and water-carried wastes discharged from residential, commercial, industrial or institutional Properties;
- (ee) **“Water Demand Management Measures”** means restrictions upon the use of water for non-essential purposes, including but not limited to: irrigation, watering livestock, washing of vehicles, driveways or sidewalks, and any other purpose where water is utilized externally to a building and on any certain day or for a certain time period;
- (ff) **“Water Main”** means those pipes installed for the conveyance of water within the County to which Service Connections may be connected;
- (gg) **“Water Service Line”** means that portion of a Service Connection owned by the County that extends from the Water Main to the Service Connection Point;
- (hh) **“Water Services”** means the provision of potable water by the County to a Customer’s Property and associated services offered to the Customer under this Bylaw;
- (ii) **“Water System”** means the Facilities used by the County to supply potable water to Customers, which is deemed to be a public utility within the meaning of the *Municipal Government Act*.

## PART II - GENERAL WATER AND SEWER PROVISIONS

### Duty to Supply

3

- (1) The County having constructed, operated and maintained a Water System as a public utility shall continue, insofar as there is sufficient capacity and supply, to supply Water Services, upon such terms as the County considers advisable, to any Customer within the County situated along a Water Main.
- (2) The County having constructed, operated and maintained a Sewer System as a public utility shall continue, insofar as there is sufficient capacity and supply, to supply Sewer Services, upon such terms as the County considers advisable, to any Customer within the County situated along a Sewer Main.
- (3) All Water Services and Sewer Services provided by the County shall be provided in accordance with this Bylaw, and this Bylaw shall apply to and be binding upon all Customers receiving Water Services or Sewer Services or both from the County.

## **No Guarantee of Continuous Supply**

4

- (1) The County does not guarantee or warrant the continuous supply of potable water and the County reserves the right to change the operating pressure, restrict the availability of Water Services or to disconnect Water Services, in whole or in part, with or without notice, in accordance with this Bylaw.
- (2) Customers depending upon a continuous and uninterrupted supply or pressure of water or who require or have processes or equipment that require particularly clear or pure water shall provide such facilities, as they are considered necessary, to ensure a continuous and uninterrupted supply, pressure or quality of water required for this use. The County assumes no responsibility for same.
- (3) The County does not guarantee or warrant the continuous capacity to collect, store and transmit Wastewater and the County reserves the right to restrict the availability of Sewer Services or to disconnect Sewer Services, in whole or in part, with or without notice, in accordance with this Bylaw.
- (4) The County shall not be liable for damages, including losses caused by a break within the County's Water System or Sewer System or caused by the interference or cessation of water supply including those necessary or advisable regarding the repair or proper maintenance of the County's Water System or Sewer System, or generally for any accident due to the operation of the County's Water System or Sewer System or for the disconnection of a Service Connection nor by reason of the water containing sediments, deposits, or other foreign matter.

## **Water Demand Management Measures**

5

- (1) The County may, at such times and for such lengths of time as is considered necessary or advisable, implement Water Demand Management Measures to restrict water usage to any or all parts of the County.
- (2) All water restrictions shall be duly advertised by use of local media, printed or otherwise, prior to taking effect.
- (3) No Person shall contravene the terms or conditions of any Water Demand Management Measures, without first obtaining the County's authorization.

## **Ownership of Facilities**

6

- (1) The County retains ownership of all Facilities necessary to provide Water Services and Sewer Services to a Customer, up to and including the Service Connection Points, unless an agreement between the County and a Customer specifically provides otherwise.
- (2) Payment made by a Customer for costs incurred by the County for supplying and installing Facilities does not entitle the Customer to ownership of any such Facilities, unless an agreement between the County and the Customer specifically provides otherwise.

## **Fees, Rates and Charges**

- 7 The County will provide Water Services and Sewer Services pursuant to the fees, rates and other charges specified in the attached *Schedule A – Water & Sewer Fees*, as may be amended by Council from time to time.

## **PART III - WATER SERVICES**

### **Application for Service Connection**

8

- (1) A Customer requesting Water Services involving a new Service Connection shall apply to the County by paying all associated fees and supplying information regarding the location of the Property to be served, the manner in which the Service Connection will be utilized, and any other information that may be reasonably required by the County.
- (2) Upon receipt of all required information and fees, verification of the Customer's identity and the accuracy of the information, the County will advise the Customer whether and on what terms the County is prepared to supply Water Services to the Customer, the type and character of the Service Connection it is prepared to approve for the Customer, and any conditions (including without limitation, payments by the Customer) that must be satisfied as a condition of installation of a Service Connection and supply of Water Services.

### **Authorizations and Approvals for Service Connection**

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

### **Design and Engineering Requirements for Service Connections**

- 10 Detailed requirements for engineering and construction of Service Connections are set out in the County's Engineering Design Standards, as amended from time to time, or as may be otherwise directed by the County. It is the Customer's responsibility to supply, at the Customer's cost, any plans and engineering reports pertaining to the Service Connection that the County may reasonably require, signed and sealed by a Professional Engineer.

### **Construction of Service Connections**

11

- (1) The County shall provide and install all Facilities up to the Service Connection Point, subject to the terms of this Bylaw including without limitation, payments by the Customer.
- (2) The Customer shall be responsible for the installation and condition of the Private Water Line and all other piping and equipment or other facilities of any kind whatsoever on the Customer's side of the Service Connection Point and:

- (a) shall ensure that the Customer's proposed Private Water Line receives approval from the County prior to construction; and
- (b) shall not backfill the excavation until such time as the County has inspected the work or has advised approval of the work.

### **Customer Responsibility for Service Connection**

12

- (1) The Customer assumes full responsibility for the proper use of the Service Connection and any Water Services provided by the County and for the condition, suitability and safety of any and all devices or equipment necessary for receiving Water Services that are located on the Customer's Property.
- (2) The Customer shall be responsible for determining whether the Customer requires any devices, other than those devices required by the County, to protect the Customer's Property from damage that may result from the use of a Service Connection or Water Services, or to protect the safety or reliability of the Water System. The Customer shall provide and install any such devices at the Customer's sole expense.

### **Abandonment of Service Connection**

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

### **Provision and Ownership of Meters**

14

- (1) All water supplied by the County through each Service Connection shall be measured by one Meter unless the County, in its sole discretion, has specified otherwise.
- (2) The County shall, at the Customer's sole cost, supply one or more Meters for the purpose of measuring the volume of water delivered to a Customer by way of a Service Connection. Each Meter shall remain the sole property of the County, notwithstanding the Customer has paid the County's costs of supply, unless the County and the Customer have expressly agreed in writing otherwise. The Customer shall, at its sole cost, hire a qualified professional to install and seal each Meter to the satisfaction of the County.
- (3) The Customer shall identify the size and number of Meters, subject to approval by the County in its sole discretion.
- (4) In the case of new construction, a Customer's Property shall only be approved for occupancy after the Meter is installed and an Account opened.

### **Responsibilities of Customer**

15

- (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 County requirements as amended from time to time.

- (2) Each Customer shall provide adequate protection for the Meter supplied by the County against freezing, heat or any internal or external damage.
- (3) When a Meter is damaged due to frost, heat or any other condition or means against which the Customer neglected to provide adequate protection, the cost of removal and repair or replacement of the Meter shall be borne by the Customer.

### **General Meter Restrictions**

16

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

### **Subsidiary Meters**

17

- (1) A Customer may, for his own benefit, and at his own cost, install a Subsidiary Meter between the Meter supplied by the County and the point of use of the water supplied, provided that the County shall under no circumstances be required to maintain or read a Subsidiary Meter installed under this Section.
- (2) All Subsidiary Meters shall remain the property of the owner.
- (3) Where, in the opinion of the County, a Subsidiary Meter has been installed in a manner so as to interfere with the operation of or access to the County's Meter, the County may direct, in writing, that the Customer relocate or remove the Subsidiary Meter within a time frame selected by the County.

### **Access to Meters**

- 18 The County may, at any reasonable time, read, inspect, remove or test a Meter installed on Property owned or controlled by the Customer.

### **Meter Readings**

- 19 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 County as a result of the Customer failing to provide or allow the County access to the Meter during a billing period:
- (a) A notice may be left at the Customer's address requesting the Customer to contact the County within 2 working days, advising of the date and time that the County will be able to have access to the Meter for the purpose of obtaining an actual Meter reading; or



- (b) In the case where the Customer does not contact the County within 2 working days, the County may disconnect the Service Connection without any further notice until such time as an actual Meter reading can be obtained.

### **Meter Testing**

20

- (1) At the request of a Customer, the County 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 95% and 105% of actual consumption, then the Customer shall pay all applicable fees and charges for this service.
- (2) If the Meter is found to be recording inaccurately as defined above, the County will:
  - (a) Repair or replace the Meter and the cost, along with the costs of verification and testing, shall be borne by the County; and
  - (b) The Account based on the readings of that Meter during the period of 4 months immediately preceding the date of the test or calibration shall be corrected to reflect the error in the Meter and the Customer shall pay, or shall be refunded, as the case may be, the amount so determined, which payment or refund shall be accepted by both the County and the Customer in full settlement of any claim that may arise out of the error in the Meter.
- (3) The County 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**

21

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

### **Use of Water from Fire Hydrants**

22

- (1) Unless authorized by the County, no Person shall operate or interfere with a fire hydrant, whether County owned or privately owned, except as necessary for firefighting purposes.
- (2) A Customer requesting authorization to use water from a fire hydrant other than for firefighting purposes shall apply to the County 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 County.

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

### **Fire Hydrant Flow Tests**

23

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

### **Private Fire Hydrants**

24

- (1) A Customer who wishes to install a fire hydrant on the Customer's Property may, upon obtaining approval for the installation from the County, do so at the Customer's sole expense.
- (2) Upon request by a Customer, the County may, in its sole discretion, perform maintenance and inspection of a private fire hydrant, at the Customer's sole expense.

### **Interference with Fire Hydrants**

25

- (1) No Person shall do anything to obstruct access to, or interfere with the operation of, a fire hydrant.
- (2) Each Customer who owns Property on which a fire hydrant is located or Property that is adjacent to Property on which a fire hydrant is located shall maintain a clearance of at least 1 meter around a fire hydrant and shall not permit anything to be constructed, erected, placed or planted within that minimum clearance.

### **Operation of Curb Stops**

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

### **Access to Facilities**

27

- (1) No Person shall obstruct or impede the County's free and direct access to any Facilities, including without limitation, Water Mains, valves, Curb Stops, fire hydrants, or Meters.
- (2) A Customer shall be responsible for managing vegetation on the Property owned or controlled by the Customer to maintain adequate clearances and reduce the risk of contact with the County's above-ground Facilities.
- (3) A Customer shall not install or allow to be installed on Property owned or controlled by the Customer any temporary or permanent structures that could interfere with the proper and safe operation of the County's Facilities or result in non-compliance with applicable statutes, regulations, standards or codes.

- (4) Where a Customer contravenes any provision of this Section and fails to remedy such contravention within 10 days after receiving from the County a notice in writing to do so, then in addition to any other legal remedy available the County 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**

28

- (1) No Person shall interfere with or alter any Meter, seals or other Facilities or permit the same to be done by any Person other than an authorized agent of the County.
- (2) A Customer is responsible to pay for the cost of repairing, replacing or otherwise remedying any damage to or loss of Facilities located on the Customer's Property unless occasioned by circumstances as determined in the County's sole discretion to have been beyond the Customer's control.

### **Protection of Facilities on Customer's Property**

29 The Customer shall furnish and maintain, at no cost to the County, the necessary space and protective barriers to safeguard Facilities installed or to be installed upon the Customer's Property. If the Customer refuses, the County may, at its 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 County's specifications and approval.

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

30

- (1) A Customer shall ensure that the Customer's facilities comply with the requirements of this Bylaw, any statute, code or regulation and with the County's specifications.
- (2) A Customer shall not use a Service Connection or any Water Services received in a manner so as to interfere with any other Customer's use of a Service Connection or Water Services.
- (3) A Customer who has breached subsection (2) shall, at the County's request, take whatever action is required to correct such interference or disturbance at the Customer's expense.

### **Cross Connections**

31

- (1) No Customer shall install or allow to exist any connection or Cross Connection that could cause or allow drinking water in any part of the Water System to become contaminated or polluted in any way.
- (2) Where the County determines that there exists a connection or Cross Connection prohibited by this Section, the County shall give notice to the Customer to correct the connection or Cross Connection at the expense of the Customer within the time specified in the notice and may, in addition to any other legal remedy, disconnect the Service Connection immediately for such time as the prohibited connection or Cross Connection continues.

### **Unauthorized Use of Water**

32

- (1) A Customer shall not use water from the Water System, or allow water obtained from the Water System to be used:
  - (a) In an unauthorized manner;
  - (b) In a manner that will impede water use by other Customers;
  - (c) Unless an Account has been opened by the Customer;
  - (d) Unless the water has first passed through a Meter.
- (2) If the County finds an unauthorized use of water including without restriction as a result of any tampering with a Meter or other Facilities, the County may make such changes in its 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 County may disconnect the Service Connection immediately, without notice and shall charge the Customer all costs incurred in correcting the condition, in addition to any other rights and remedies that may be available to the County.
- (4) A Customer 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 County of the amount of water used in contravention of this Section;
  - (b) All costs incurred by the County in dealing with the contravention;
  - (c) Any other applicable fees or charges provided for in this Bylaw.

### **Customer to Pay Relocation Costs**

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

### **Prohibited Extension of Customer Owned Facilities**

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

### **Alternate Water Supply**

35

- (1) No Person shall, unless authorized by the County, allow water to be supplied to a Property lying along the Water Main by way of a well, spring or other source of water supply that is not connected to the Water System.

- (2) Nothing in this Section shall restrict a Person from purchasing bottled or self-contained drinking water in units of 45.4 liters (10 gallons) or less, or bulk water for irrigation or livestock watering purposes.
- (3) A Person who has been granted permission to use an alternate water supply under subsection (1) shall not allow the alternate source of water to be connected to the Water System.

### **Resale of Water**

36 No Person shall resell water obtained from the Water System to any other Person.

## **PART IV - SEWER SERVICES**

### **Application for Service Connection**

37

- (1) A Customer requesting Sewer Services involving a new Service Connection shall apply to the County by paying all associated fees and supplying information regarding the location of the Property to be served, the manner in which the Service Connection will be utilized, and any other information that may be reasonably required by the County.
- (2) Upon receipt of all required information and fees, verification of the Customer's identity and the accuracy of the information, the County will advise the Customer whether and on what terms the County is prepared to supply Sewer Services to the Customer, the type and character of the Service Connection it is prepared to approve for the Customer, and any conditions (including without limitation, payments by the Customer) that must be satisfied as a condition of installation of a Service Connection and supply of Sewer Services.

### **Authorizations and Approvals for Service Connection**

38 The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Service Connection. The County shall not be required to commence Sewer Services to a Property unless and until the Customer has complied with the requirements of all governmental authorities, permits, certificates, licenses, inspections, reports and other authorizations, all right-of-way agreements, and all of the County's requirements applicable to the installation and operation of the Service Connection. The County reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

### **Design and Engineering Requirements for Service Connections**

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

### **Construction of Service Connections**

40

- (1) The County shall provide and install all Facilities up to the County's side of the Service Connection Point, subject to the terms of this Bylaw including, without limitation, payments by the Customer.
- (2) The Customer shall be responsible for the installation and condition of the Private Drainage System and all other piping and equipment or other facilities of any kind whatsoever on the Customer's side of the Service Connection Point and:
  - (a) shall ensure that the Customer's proposed Private Drainage System receives approval from the County prior to construction;
  - (b) shall not backfill the excavation until such time as the County has inspected the work or has advised approval of the work; and
  - (c) shall be liable to the County for any damage to the Curb Stop resulting from the installation of the Private Drainage System.

### **Customer Responsibility for Service Connections**

41

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

### **Abandonment of Service Connection**

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

### **Discharge into Sewer System**

43

- (1) Except as permitted in this Bylaw, no Person shall discharge or permit to be discharged into the Sewer System any matter other than domestic Wastewater resulting from normal human living processes.
- (2) For greater certainty, and without in any way restricting subsection (1), no Person shall discharge or permit to be discharged into the Sewer System:
  - (a) any matter containing Hazardous Waste;

- (b) any flammable liquid or explosive matter which, by itself or in combination with any other substance, is capable of causing or contributing to an explosion or supporting combustion;
- (c) any matter which, by itself or in combination with any other substance, is capable of obstructing the flow of or interfering with the operation or performance of the Sewer System;
- (d) any matter with corrosive properties which, by itself or in combination with any other substance, may cause damage to the Sewer System;
- (e) any condensing water, heated water or other liquids of a temperature higher than one hundred and seventy (170) degrees Fahrenheit;
- (f) the contents of any privy vault, manure pit or cesspool; or
- (g) the contents of a sump pump or surface drainage.

### **Commercial or Industrial Wastes**

44

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

45 No Person shall dilute or permit to be diluted any Wastewater in order to enable its discharge in compliance with this Bylaw.

### **Oil, Grease and Sand Interceptors**

46

- (1) The Customer of any Property on which there is commercial or institutional food preparation shall provide a grease and oil interceptor on all fixtures that may release oil and grease.
- (2) The Customer of any industrial, commercial or institutional Property where vehicles or equipment are serviced, repaired, disassembled or washed shall provide a grease, oil and sand interceptor on all fixtures that may release grease, oil or sand.
- (3) The County may require a Customer of any Property to install an interceptor if the County, in its sole discretion, determines that an interceptor is required.
- (4) All interceptors shall be:

- (a) of sufficient capacity and appropriate design to perform the service for which the interceptors are used;
- (b) located to be readily accessible for cleaning and inspection; and
- (c) maintained by the Owner.

### **Protection of Sewer System**

47

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

### **Hauled Wastewater**

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

### **Spills**

49

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



- (a) confine, remedy and repair the effects of the discharge; and
- (b) remove or otherwise dispose of the matter in a lawful manner so as to minimize all adverse effects.

## **PART V - UTILITY ACCOUNTS**

### **Requirement for Account**

50

- (1) The Owner of a Property shall apply for an Account with the County and pay all applicable fees as a condition of obtaining Water Services or Sewer Services or both, regardless of whether the provision of services requires installation of a new Service Connection(s) or construction of any new Facilities.
- (2) Except as provided under this Bylaw, the County shall not grant Water Services or Sewer Services to a Tenant.
- (3) Notwithstanding subsection (1) above, an Owner may request to have bills mailed to the Tenant at a Property under the Owner's name; however, the Owner of a Property where Water Services or Sewer Services or both are received shall be responsible for all services delivered or consumed and all fees, rates and charges levied for services delivered or consumed.
- (4) Upon the change of ownership of a Property supplied with Water Services or Sewer Services or both, the new Owner shall apply for an Account with the County, failing which the County may deem an application to have been received from the new Owner of the Property and open an Account in the new Owner's name.

### **Obligation to Pay**

51

- (1) The County may add to a Customer's Account the charges for all Water Services and Sewer Services provided by the County to the Customer, and the Customer is obligated to pay in full all such charges without reduction or set-off for any reason whatsoever, on or before the due date for the charges.
- (2) No reduction in charges for Water Services will be made for water supplied to or made available for use by any Customer because of any interruption due to any cause whatsoever of the water supply.
- (3) The amount of the billing shall be based upon the rates, fees and charges set out in this Bylaw, with water and sewer consumption being determined by the applicable Meter reading obtained on a bi-monthly basis, or such other frequency in the discretion of the County. Where a Meter reading is not obtainable, at the discretion of the County, a system-generated estimate may be used.
- (4) Payment on Accounts may be made to the County at such locations designated, and under any payment methods approved, by the County from time to time.

## Past Due Accounts

52

- (1) A late payment charge of 2% per month, not compounded, shall be applied to all charges on a Customer's Account if the Customer's payment has not been received by the County by the due date. The Customer shall also be charged a dishonoured cheque charge for each cheque returned for insufficient funds.
- (2) Any charge on a Customer's Account remaining unpaid after the due date will be in arrears and constitute a debt owing to the County and is recoverable by any or all of the following methods, namely:
  - (a) by action, in any Court of competent jurisdiction;
  - (b) by disconnecting the Service Connection to the Customer, and imposing a re-connection fee prior to re-establishing Water Services; or
  - (c) by adding the outstanding Account balance to the tax roll of an Owner of a Property.

## Disconnection without Notice

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

## Disconnection with Notice

- 54 The County may withhold connection or may disconnect a Customer's Service Connection (without prejudice to any of the County's other remedies) after providing 48 hours advance notice to the Customer, as applicable, in the following circumstances:
- (a) If the Customer neglects or refuses to pay when due any amounts required to be paid under this Bylaw, which amount is not the subject of a good faith dispute;
  - (b) As required by law;
  - (c) If the Customer is in violation of any provision of this Bylaw; or
  - (d) Any other similar circumstances to those described above that the County determines, in its sole discretion, acting reasonably, require the withholding or disconnecting of service upon 48 hours' notice.

## Reconnection of Service

- 55 Before the County reconnects or restores Water Services or Sewer Services, the Customer shall pay:
- (a) any amount owing to the County for the provision of Water Services or Sewer Services; and
  - (b) the applicable reconnection charges.

## PART VI - ENFORCEMENT

### County's Right of Entry

56

- (1) As a condition of receipt of Water Services or Sewer Services and as operational needs dictate, authorized representatives of the County shall have the right to enter a Customer's Property at all reasonable times, or at any time during an Emergency, for the purpose of:
  - (a) installing, inspecting, maintaining, replacing, testing, monitoring, reading or removing the County's Facilities;
  - (b) investigating or responding to a Customer complaint or inquiry;
  - (c) conducting an unannounced inspection where the County has reasonable grounds to believe that unauthorized use of water, improper disposal of Wastewater or other matter into the Sewer System 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 Water Services or Sewer Services.
- (2) The County will make reasonable efforts to notify the Customer in advance of entering a Customer's property or to notify any other Person who is at the Customer's property and appears to have authority to permit entry, except:
  - (a) In cases of an Emergency;
  - (b) Where entry is permitted by order of a court or other authority having jurisdiction;
  - (c) Where otherwise legally empowered to enter;
  - (d) Where the purpose of the entry is in accordance with subsection (1)(c) above.
- (3) The Customer shall pay a no access fee sufficient to cover the County's reasonable out-of-pocket and administrative costs, if the County's lawful entry to a Customer's Property is prevented or hindered, whether by a Customer not keeping a scheduled appointment or for any other cause.

### Removal of County Facilities

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

### False Information

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

### Offence

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

## **Continuing Offence**

60 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**

61 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**

62

- (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**

63

- (1) A Person who is guilty of an offence is liable to a fine in an amount not less than \$100.00 and not exceeding \$10,000.00, and to imprisonment for not more than 6 months for non-payment of a fine.
- (2) Without restricting the generality of subsection (1) the fine amounts established for use on Municipal Tags and Violation Tickets if a voluntary payment option is offered are:
  - (a) \$100.00 for a first offence; and
  - (b) \$250.00 for a subsequent offence.

## **Municipal Tag**

64

- (1) A Enforcement Officer is hereby authorized and empowered to issue a Municipal Tag to any Person who the Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- (2) A Municipal Tag may be issued to such Person:
  - (c) either personally; or
  - (d) by mailing a copy to such Person at his last known post office address.

- (3) The Municipal Tag shall be in a form approved by the CAO and shall state:
- (a) the name of the Person;
  - (b) the offence;
  - (c) the specified penalty established by this Bylaw for the offence;
  - (d) that the penalty shall be paid within 30 days of the issuance of the Municipal Tag; and
  - (e) any other information as may be required by the CAO.

### **Payment in Lieu of Prosecution**

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

### **Violation Ticket**

66

- (1) If a Municipal Tag has been issued and if the specified penalty has not been paid within the prescribed time, then a Enforcement Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*;
- (2) Notwithstanding subsection (1), an Enforcement Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act* to any Person who the Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw;
- (3) If a Violation Ticket is issued in respect of an offence, the Violation Ticket may;
  - (a) specify the fine amount established by this Bylaw for the offence; or
  - (b) require a Person to appear in court without the alternative of making a voluntary payment.

### **Voluntary Payment**

67 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**

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

## PART VII - AUTHORITY OF THE CAO

### Delegation of Authority

69

- (1) Council hereby delegates to the CAO all those powers stipulated by this Bylaw to be exercised by the County and all necessary authority to exercise those powers, excluding the power to set public utility rates or enact bylaws, or do anything else reserved exclusively for Council pursuant to the provisions of the *Municipal Government Act*.
- (2) Without limiting the generality of the foregoing, the CAO may deal with the following subject matters:
  - (a) Procedures or requirements that a Customer must comply with before a Service Connection is installed or activated, or before Water Services and/or Sewer Services are provided, or as a condition of ongoing provision of Water Services and/or Sewer Services;
  - (b) Customer Accounts, including without limitation provisions or requirements concerning opening an Account, making payments and closing an Account;
  - (c) Measurement of water and sewer consumption;
  - (d) Procedures or requirements concerning investigating Customer complaints and concerns;
  - (e) Procedures or requirements for upgrading, re-sizing relocating or otherwise changing a Service Connection, whether at the instigation of the County or at the request of a Customer;
  - (f) Establishing fees for any information, services or materials provided in the course of the administration of this Bylaw;
  - (g) Turn-on and turn-off of Water Services, whether at the instigation of the County or at the request of a Customer;
  - (h) Supply of water for firefighting purposes, including without limitation procedures or requirements concerning the maintenance of public and private fire hydrants and permissible use of water from fire hydrants; and
  - (i) Delegate any powers, duties or functions under this Bylaw to an employee of the County.

## PART VIII - GENERAL

### Severability

- 70 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**

71 This Bylaw repeals Bylaws 415/13, 426/13, 449/14 and 529/19.

**Effective Date**

72 This Bylaw shall come into force and effect and after the third and final reading thereof.

READ a first time this 19<sup>th</sup> day of July, 2023.

READ a second time this 19<sup>th</sup> day of July, 2023.

READ a third time this 19<sup>th</sup> day of July, 2023.

*Original Signed*

\_\_\_\_\_  
Reeve

*Original Signed*

\_\_\_\_\_  
Chief Administrative Officer

**SCHEDULE “A”  
Water & Sewer Fees**

	Water			Sewage		
	Flat Fee (monthly)	Residential Consumption per m3	Commercial Consumption per m3	Flat Fee (monthly)	Residential Consumption per m3	Commercial Consumption per m3
September 1, 2023	\$25.00	\$ 2.00	\$2.05	\$25.00	\$ 2.00	\$2.05
January 1, 2024	\$30.00	\$ 2.15	\$2.25	\$30.00	\$ 2.15	\$2.25
January 1, 2025	\$35.00	\$ 2.30	\$2.40	\$35.00	\$ 2.30	\$2.40
January 1, 2026	\$40.00	\$ 2.45	\$2.55	\$40.00	\$ 2.45	\$2.55

Effective Date	Bulk Water	Agriculture Fill
September 1, 2023	\$ 8.00	\$ 3.00
January 1, 2024	\$ 9.00	\$ 3.50
January 1, 2025	\$ 10.00	\$ 4.00
January 1, 2026	\$ 11.00	\$ 4.50
<b>That the minimum invoice be \$20.00</b>		

**Re-Connection Fee: \$75.00 where water is requested to be shut off by owner or delinquent account and water is shut off for non-payment.**

**SCHEDULE “B”  
Service Connection Fees for Airport and Area**

Residential	
Residential hookup	\$18,000
New Subdivision's Created per new lot	\$24,000

Airport Industrial	
Service Connection Fee per lot	\$21,000