

**BYLAW NUMBER 1304**  
OF THE TOWN OF INNISFAIL,  
BEING A BYLAW OF THE TOWN OF INNISFAIL  
IN THE PROVINCE OF ALBERTA TO PROVIDE FOR  
THE REGULATION, OPERATION AND MAINTENANCE OF A  
WATER SYSTEM, SEWER SYSTEM, STORM SEWER SYSTEM  
AND GARBAGE COLLECTION SYSTEM, AND THE LEVYING  
OF RATES AND CHARGES THEREOF.

**WHEREAS** BY VIRTUE OF THE POWER CONFERRED UPON IT UNDER  
THE MUNICIPAL GOVERNMENT ACT, R.S.A. 1980 c.M-26, THE COUNCIL OF THE  
TOWN OF INNISFAIL, DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. TITLE

1.1 This Bylaw may be referred to as the “Utilities Bylaw” of the Town of Innisfail.

2. INTERPRETATION

2.1 In this Bylaw, the following terms shall have the following meanings, unless the context specifically requires otherwise:

- (a) “Ashes” means the residue left after the combustion of any Matter excluding Building Waste.
- (b) “Billing Date” means the date set out in the invoice of the Municipality which levies the applicable Utility Charge.
- (c) “Building” means any structure used or intended for supporting or sheltering any use of occupancy.
- (d) “Building Waste” means Waste produced in the process of constructing, altering, or repairing a Building and includes earth, vegetation, clay, silt, sand or rock displaced in the process of Building.
- (e) “Collector” means any Person authorized by Bylaw or Resolution to collect, remove and dispose of Garbage, Ashes, Refuse or Waste pursuant to this Bylaw.
- (f) “Commercial Premises” means any Lands or Buildings designated under the Municipality’s Land Use Bylaw, as amended, as being in a Commercial Land Use District, namely in the Central Business (CB) District and Highway Commercial (HWY-C) District.
- (g) “Container” means a metal or plastic vessel for Garbage, Ashes, Refuse or Waste to be emptied only by mechanical means.
- (h) “Council” means the Council of the Town of Innisfail.
- (i) “Customer” means any person to whom the Municipality supplies Utility Services, and shall be deemed to be:
  - a) In a situation where the occupant is the registered owner or purchaser of a Building or lot or part of a lot, the occupant; or
  - b) In a situation where the occupant is a Person other than the registered owner or purchaser of a Building or lot or part of a lot:
    - (i) The registered owner or purchaser, where the registered owner or purchaser have entered into a written agreement with the Municipality for the supply of Utility Services; or

- (ii) The occupant; however, the registered owner or purchaser shall be deemed to be the Customer until such time as the name and address of the occupant is provided in writing to the Municipality.
- (j) “Manager” means the Municipality’s “Municipal Manager” as appointed by Council from time to time.
- (k) “Garbage” means the Refuse in the nature of animal or vegetable Matter, except human waste, which is being used or intended for use as food.
- (l) “Garbage Collection System” means any of the Municipality’s works for the collection, transmission, treatment or disposal of Garbage, or any part of such system.
- (m) “Highway” means any thoroughfare, street, road, trail, avenue, parkway, driveway, viaduct, lane, alley, square, bridge, causeway, trestle or other place, whether publicly or privately owned, any part of which the public is ordinarily entitled or permitted to use for the passage or parking of vehicles, and
  - (i) includes:
    - (A) a sidewalk (including the boulevard portion of the sidewalk),
    - (B) if a ditch lies adjacent to and parallel with the roadway, the ditch, and
    - (C) if a Highway right of way is contained between fences or between a fence and one side of the roadway, all the land between the fence and the edge of the roadway, as the case may be,
  - BUT
  - (ii) does not include a place declared by the Lieutenant Governor in Council not to be a highway;
- (n) “Industrial Premises” means any Lands or Buildings designated under the Municipality’s Land Use Bylaw, as amended, as being in an Industrial Land Use District, namely Industrial District ( I ).
- (o) “Interceptor” means a device approved by the Municipality and designated to prevent oil, grease, sand or other Matter from passing from the source into the Sewage System.
- (p) “Lane” means a Highway not exceeding nine (9) meters in width which provides a secondary means of access to a Premises.
- (q) “Matter” means any solid, liquid or gas.
- (r) “Municipality” meant the Town of Innisfail.
- (s) “Nuisance” means any act, deed, omission or thing, which is, or could reasonably be expected to be annoying, troublesome, destructive, harmful, inconvenient, unsanitary, unsightly, unsafe or injurious to another Person and / or another Person’s property.
- (t) “Outstanding Account” means Utility Charges for which the Municipality has not received payment within (30) day of the Billing Date.

- (u) “Person” means a natural Person, body corporate, proprietor, association, society or partnership.
- (v) “PH” means the logarithm of the reciprocal of the weight of hydrogen ions in grams per litre of solution and denotes alkalinity or acidity.
- (w) “Premises” means any land or Building or both or any part thereof within the Municipality.
- (x) “Prohibited Waste” means:
  - (i) liquid waste, dead animals or dead animal parts, petroleum products, industrial residue, discarded furniture, automobile parts, major appliances, sod, concrete, soil, inflammable waste, explosive waste;
  - (ii) biological waste, hazardous, pathological waste and radioactive waste as defined pursuant to the Public Health Act and its Regulations;
  - (iii) hot or warm Ashes; and
  - (iv) any other Matter, the collection of which may be potentially dangerous to any Collector.
- (y) “Receptacle” means a vessel at least 40 cm. (16”) in diameter and not exceeding 71 cm. (28”) in height, the capacity or volume of which does not exceed 126 cubic decimeters (4.5 cubic feet) maximum capacity and not less than 1.5 millimetres thickness or a non-returnable plastic bag, securely tied at the top when ready for collection, being no more than 76 cm. (30”) in height, no more than 46 cm. (18”) in width, and capable of holding 23 kg. of contents when lifted.
- (z) “Refuse” means all putrescible materials resulting from the handling, preparation, cooking, consumption and storage of food, along with the following materials: broken dishes, tins, glass, rags, cast-off clothing, waste paper, excelsior, cardboard, sawdust, food containers, grass cuttings, plastic shrubbery and tree prunings, weeds and garden waste; but does not include manure, tree stumps, roots, turf, earth, furniture, major household appliances, discarded auto parts or Building Waste.
- (aa) “Release” means to directly or indirectly spill, discharge, spray, inject, inoculate, abandon, deposit, leak, seep, pour, drain, emit, empty, throw, dump, place or exhaust either intentionally or unintentionally.
- (ab) “Residential Premises” means any Lands or Buildings designated under the Municipality’s Land Use Bylaw, as amended, as being in a Residential Land Use District, namely Residential Single Family District R-1A, R-1B and R-1C, Residential Medium Density District R-2, Residential Multi-family District R-3, Residential Mobile Home Lot District R-MHL and Residential Mobile Home Park District (R-MHP).
- (ac) “Sewage System” means any of the Municipality’s works for the collection, transmission, treatment or disposal of sewage, or any part of such system.

- (ad) “Storm Sewer System” means any of the Municipality’s works used primarily for the collection of water that is released or drained from a surface as a result of natural precipitation or water to which no Matter has been added as a consequence of its use by any person.
- (ae) “Utility Charges” means the fees imposed by the Municipality for Utility Services pursuant to this Bylaw.
- (af) “Utility Services” means the Municipality’s Storm Sewer System, Sewer System, Water System and Garbage Collection System.
- (ag) “Vehicle” means a device in, on or by which a Person or thing may be transported or drawn on a Highway.
- (ah) “Waste” means any discarded or abandoned organic or inorganic material which the owner or possessor thereof does not wish to retain for any purpose or which being Ashes, Garbage, Refuse or trade refuse, health regulations or the amenities of the area in which it exists, require to be removed.
- (ai) “Water System” means any of the Municipality’s works for the collection, transmission, treatment and distribution of water.

2.2 For the purposes of this Bylaw, the following works shall have the same meaning defined as the Municipality’s Land Use Bylaw:

- (a) Dwelling Unit
- (b) Home Based Business

3. REPEAL OF PREVIOUS BYLAW AND SCHEDULES: SEVERANCE

3.1 BYLAW NUMBER 1286 IS HEREBY REPEALED.

3.2 SCHEDULE “A” IS HEREBY ANNEXED TO AND DECLARED TO BE PART OF THIS BYLAW.

3.3 IF ANY PROVISION OF THIS BYLAW IS DECLARED OR HELD TO BE INVALID, THAT PROVISION SHALL BE DEEMED TO BE SEVERED, AND THE REMAINDER OF THE BYLAW SHALL REMAIN IN FORCE AND EFFECT.

4. DELEGATION OF AUTHORITY

4.1 The Municipal Manager is hereby authorized to do all things necessary in order to fulfill the Manager’s responsibilities under this Bylaw. The Municipal Manager has the authority to delegate any of the responsibilities in regard to this Bylaw.

4.2 The Manager shall:

- (a) Supervise the collection, removal and disposal of Garbage and Refuse pursuant to this Bylaw, and any contract entered into pursuant to this Bylaw.
- (b) Decide what does or does not constitute Garbage, Refuse or Prohibited Waste pursuant to this Bylaw; and
- (c) Schedule the collection of Garbage and Refuse pursuant to this Bylaw.

- (d) Enter at all reasonable times to a Premises on which the Customer was supplied with Utility Services, for the purpose of removing any fittings, wires, machines, apparatus, meters, pipes or other things that are the property of the Municipality,
  - (e) otherwise inspecting, constructing and maintaining all works, wells, pipes, poles, erections and machinery requisite for any public utility vested in the Municipality.
- 4.3 Any person who considers themselves to be aggrieved by a decision of the Municipal Manager may appeal the decision to Council:
- (i) An appeal shall be made in writing within thirty (30) days of receipt of the Municipal Manager's decision; and
  - (ii) The Council's decision respecting an appeal shall be final and binding.
- 4.4 The Municipal Manager or any municipal employee or agent requested by the Manager, may perform all sampling tests, inspections, repairs, placement settings or alterations with respect to water meters, or any utility, pipe, wire connection or tap within the Municipality's authority. Further, the expenses of the alterations are deemed to be a Utility Charge.

## 5. GARBAGE COLLECTION

- 5.1 THE MUNICIPALITY MAY CONTRACT WITH ANY PERSON OR PERSONS TO PROVIDE AN EXCLUSIVE OR NON-EXCLUSIVE FRANCHISE FOR THE COLLECTION, REMOVAL AND DISPOSAL OF WASTE UPON SUCH TERMS AND CONDITIONS AS IS CONSIDERED EXPEDIENT.
- 5.2 NO PERSON SHALL:
- (a) Interfere with or permit the interference with the Municipality's collection and disposal of Garbage and Refuse pursuant to this Bylaw,
  - (b) Impede or restrict access or permit the impending or restricting of access to the areas where Containers or Receptacles are located,
  - (c) Interfere with or disturb or permit the interference with or disturbance of the contents of any Container or Receptacle, unless the Person is the Customer for the particular Container or Receptacle,
  - (d) Relocate or alter or permit the relocation or alteration in any way the placement of a Container or Receptacle,
  - (e) Place or permit the placement of Waste upon any Highway.
  - (f) Deposit or permit the deposit of any Prohibited Waste in any Container or Receptacle,
  - (g) Deposit or permit the deposit into the Garbage Collection System of any Matter which may cause the Garbage Collection System to contravene any federal, provincial or municipal legislation, including an approval, requirement, direction or other order issued by Alberta Environment or other enforcing agency, with respect to the Garbage Collection System,

- (h) Deposit or permit the deposit of any Garbage or Refuse from a Premises to a Container or Receptacle other than a Container or Receptacle provided exclusively for that particular Premises.
- (i) Use or permit to be used any Vehicle for the conveyance or storage of Waste unless such Vehicle is fitted with a suitable cover capable of preventing the dropping, spilling or blowing off of Waste while it is being transported or stored.
- (j) Burn or permit the burning of any Waste unless such burning is in accordance with the Municipal Safety Codes Bylaw as amended, and all applicable federal, provincial and municipal laws and regulations.
- (k) Place or deposit or permit the placement or deposit of any warm or hot Ashes in a Container or Receptacle.
- (l) Collect or dispose or permit the collection or disposal of any Waste except pursuant to the terms of this Bylaw.

5.3 ANY PERSON WHO RELEASES, DISCHARGES OR PERMITS THE DISCHARGE OR RELEASE INTO THE GARBAGE COLLECTION SYSTEM OF ANY MATTER REFERRED TO IN SECTION 5.2 (f) OR (g) SHALL:

- (a) Notify the Municipality immediately upon becoming aware of the deposit, discharge or Release;
- (b) Provide information respecting the deposit, discharge or Release to the satisfaction of the Municipality; and
- (c) Be liable for all costs incurred by the Municipality with respect to the deposit, discharge or Release for the containment, sampling, testing, removal, cleanup, disposal and any other related activity..

5.4 THE CUSTOMER OF ANY PREMISES SHALL:

- (a) Prevent the accumulation of any Waste at that Premises such that the accumulation creates a Nuisance;
- (b) Dispose of all Waste in such a manner as to not create a Nuisance;
- (c) Dispose of all Waste according to relevant federal, provincial and municipal laws and requirements any Waste for which the Municipality does not provide for collection and disposal;
- (d) Ensure that the placement of Waste in a Container or Receptacle is in accordance with this Bylaw; and
- (e) Ensure that only Garbage or Refuse from that Premises is deposited into the Receptacle or Container provided exclusively for that Premises;
- (f) Ensure there are sufficient Containers or Receptacles in good condition to hold the Garbage and Refuse generated at the Premises between collections.
- (g) Ensure that any Receptacle contains Garbage or Refuse to a maximum weight of 23 kg.
- (h) Ensure that any Receptacle other than a non-returnable plastic bag is not filled to a height greater than five centimeters (5 cm) from the top thereof.

- (i) Ensure that where the Premises is a Residential Premises:
  - (i) There are a sufficient number of Receptacles to hold seven (7) days of accumulation of Garbage and Refuse from the Premises in respect of which the same are used; and
  - (ii) Garbage and Refuse placed for collection shall be a maximum of one (1) meter in length, and twenty-three (23) kilograms in weight.
- (j) Ensure that where the Premises is a Commercial or Industrial Premises:
  - (i) The number and type of Containers or Receptacles, as well as the frequency of pick up are in accordance with the Manager's direction according to anticipated volume of Garbage or Refuse to be collected. If the Manager has made no direction, the Customer shall ensure that there are a sufficient number of Receptacles or Containers to hold seven (7) days of accumulation of Garbage and Refuse from the Premises in respect of which the same are used; and
  - (ii) Any heavy or bulky wrapping, packaging or crating material or cases shall not be greater than one (1) meter in length or twenty-three (23) kilograms in weight.
- (k) Ensure that where the Premises is served by a Receptacle (s), any shrubbery and tree clippings shall not be placed beside the Receptacle but shall be cut in lengths of not more than one (1) meter, and bundled in such a manner as to allow for easy handling and are to be brought to a central location provided by the Town for chipping or composting.
- (l) Ensure that where the Premises is served by a Container, any shrubbery and tree clippings are not placed within the Container but shall be cut (as in "k").
- (m) Ensure that all Containers and Receptacles are placed in the following location:
  - (i) In a location that is easily accessible to the Collector, without limiting the generality of the foregoing, where the location of the Containers or Receptacles is within a fenced area, the Manager may require the Customer to construct a door, gate or opening in the fence to allow access.
  - (ii) Where the premises is served by a Lane and there are no other special conditions that would hinder the collection process from a lane, in the opinion of the Manager, then the Containers and Receptacles shall be placed immediately adjacent to the Lane.
  - (iii) Where the Premises is not served by a Lane or where there are other special conditions that would hinder collection from the Lane, then the Containers or Receptacles shall be placed at the location (s) designated by the Manager. Unless otherwise agreed by the Manager, such Containers or Receptacles shall only be placed at the location on the evening before the collection day, and must be removed from the location, after collection, on the collection day. When the Containers or Receptacles are not placed at the location designated for collection, the Containers or Receptacles shall be placed at a location satisfactory to the Manager.

- (iv) Where the collection location of the Containers or Receptacles is below the level of the Lane or Highway from which collection is made, the Customer shall construct and maintain a stand for the Containers or Receptacles on the stand.
- (n) Ensure that only the following Matter is placed for collection, unless otherwise agreed by the Manager: Ashes, Garbage and Refuse, all of which shall exclude Building Waste and Prohibited Waste;
- (o) Ensure that any Waste not collected by the Municipality pursuant to this Bylaw is disposed of in conjunction with all applicable federal, provincial and municipal legislation and regulations; further, the Customer shall ensure that all such Waste is removed from the Premises, failing which the Municipality may remove the Waste at the expense of the Customer. The expense for removing such Waste is deemed to be a Utility Charge.

5.5 If the number or condition of Receptacles or Containers provided by a Customer is considered by the Manager to be insufficient in practice to meet the requirements of this Bylaw, then the Manager may, be notice, direct the Customer to promptly provide additional or adequate Receptacles or Containers as the case may be.

## 6. DUTIES OF COLLECTORS

- 6.1 Collectors shall replace emptied Containers and Receptacles and lids in approximately the same location where picked up.
- 6.2 Collectors shall not pick, sort over or remove any Waste from the collection Vehicle or the Receptacles or Containers, except as directed by the Manager.
- 6.3 Except where special arrangements have been made with the Manager, the Municipality shall not be responsible for the Collection of Refuse other than Ashes, Garbage or Refuse excluding Building Waste and Prohibited Waste.
- 6.4 Collectors shall be as careful as is reasonably possible not to damage or misuse any Receptacle or Container.
- 6.5 Collectors shall not lease Waste which has spilled on the ground from the Receptacle, the Container or the Collection Vehicle while in the process of loading.
- 6.6 Collectors shall not demand, request or receive any payment, gift or reward from any Person other than the Municipality for services rendered pursuant to this Bylaw.
- 6.7 Collectors shall not enter into any Building for the purpose of obtaining any Receptacle or Container, except when, in the opinion of the Manager, it is impractical to store the Containers or Receptacles outside.
- 6.8 Collectors shall only collect such Waste that is placed for collection according to the provisions of this Bylaw.
- 6.9 All Garbage and Refuse placed for collection pursuant to the terms of this Bylaw becomes the property of the Municipality.

## 7. GARBAGE COLLECTION CHARGES

- 7.1 All customers receiving Garbage Collection Services pursuant to this Bylaw shall pay the Utility Charges set out on Schedule “A” to this Bylaw.

7.2 A Customer is deemed to be receiving Garbage Collection Services unless exempted pursuant to Section 13.

8. DISCHARGES TO SEWAGE SYSTEM

8.1 No Person shall without the prior written approval of the Manager, discharge or deposit or cause or permit the discharge or deposit the following Matter into a Sewage System:

- (a) Matter which because of its type, temperature, quality or quantity, may be or may become a health or safety hazard to any Person or which may be or may become harmful to a Sewage System of the operation thereof, or which may cause the Sewage System's effluent or operation to contravene any federal, provincial or municipal legislation, including an approval, requirement, direction or other order issued by Alberta Environment or other enforcing agency, with respect to the Sewage System or its discharge;
- (b) Matter that may cause an offensive odour to emanate from a Sewage System;
- (c) Subsurface drainage, including weeping tile drainage;
- (d) Water that has originated from a source separate from the Water System of the Municipality, unless there is no Waste System abutting the premises;
- (e) Hauled Sewage;
- (f) Matter that is solvent or petroleum derivative including, but not limited to gasoline, benzene, naphtha or fuel oil;
- (g) Matter that is or that contains carbon bisulphide, hydrogen sulphide, ammonia, trichloroethylene, sulphurdioxide or formaldehyde;
- (h) Matter containing dyes or colouring material, or which upon reaction with other Matter will significantly discolour the effluent in the Sewage System
- (i) Matter having a PH rating of less than 5.5 or greater than 10.0;
- (j) Matter containing any paunch manure, intestinal contents from horses, cows, sheep, swine or any other fish or animal, stomach casings, fish scales, bones, hard bristles, hides, manure, poultry entrails, bones, hard bristles, hides, manure, poultry entrails, feet or feathers, and fleshing and fair resulting from hide processing operations;
- (k) Matter consisting of or containing Ashes, cinders, sand, mud, straw, metal shavings, glass, rags, tar, plastic or wood;
- (l) Matter having a temperature exceeding one hundred and fifty (150) degrees Fahrenheit or sixty-five and one-half (65.5) degrees Celsius;
- (m) Matter consisting of unpolluted water, including but not limited to cooling water, processed water or blow-down from cooling towers or operative coolers;
- (n) Matter which will create tastes or odours in drinking water making such waters unpalatable after conventional water purification treatment;

- (o) Matter generated by Garbage grinders unless:
  - (i) The Matter is generated in preparation of food normally consumed on the Premises; or
  - (ii) The Customer has approval from the Municipality, and the discharge is in accordance with that approval.

In any event, such Matter must be shredded to a degree that all particles will be carried freely under normal flow conditions, and such Matter shall not include plastic, paper products, inert materials, or garden refuse;

- (p) Matter originating from a source outside the Municipality's boundaries;
- (q) Matter from any holding or septic tank, other than a mobile home holding tank, except where the Municipality has consented to the discharge or sewage effluent made into a facility owned or operated by the Municipality, and designed to receive such Matter;
- (r) Matter into a manhole or other opening in the Sewage System other than through the works from the Premises on which the Sewage is generated;
- (s) Matter which exceeds the following concentrations:
  - (i) 300 mg./l of oil or grease of animal or vegetable origin;
  - (ii) 100 mg./l of oil or grease or mineral or petroleum origin;
  - (iii) 0.02 mg./l total identifiable chlorinated hydrocarbons which cannot be removed by the Municipality's Sewage Treatment Process;
  - (iv) 1.0 mg./l phenolic compounds which cannot be removed by the Municipality's treatment process;
  - (v) a biochemical oxygen demand greater than 1000 mg./l;
  - (vi) suspended solids of 1200 mg./l;
  - (vii) 0.1 mg./l arsenic;
  - (viii) 0.2 mg./l cadmium
  - (ix) 2.0 mg./l copper;
  - (x) 1.0 mg./l cyanide;
  - (xi) 1.0 mg./l lead
  - (xii) 0.01 mg./l mercury
  - (xiii) 1.0 mg./l nickel
  - (xiv) 0.2 mg./l silver
  - (xv) 0.5 mg./l total chromium
  - (xvi) 3.0 mg./l zinc
  - (xvii) 3.0 mg./l sulphide as S

- 8.2 Where the Municipality has agreed to permit the discharge or deposit of Matter referred to in Section 8.1 above, the Municipality may require the Person to enter into an agreement relating to the discharge or deposit, and the agreement may include all terms beneficial to the Municipality including, without restricting the generality of the foregoing, that the Person shall indemnify and save relating to the discharge or deposit;
- 8.3 Any Person who Releases or causes or permits the Release into any Sewage System of any Matter contrary to Section 8.1 above, shall:
- (a) notify the Municipality immediately upon becoming aware of the Release;
  - (b) provide information respecting the Release, to the satisfaction of the Municipality; and
  - (c) be liable for all costs incurred by the Municipality with respect to the Release for containment, sampling, testing, removal, cleanup, disposal and any other related activity.
- 8.4 All Customers of Premises consisting of garages, gasoline or service stations and vehicle and equipment washing establishments shall install and maintain interceptors.
- 8.5 Customers of Premises other than those referred to in Clause 8.4 above shall install and maintain interceptors.
- 8.6 The Customer shall ensure that any interceptor shall be of a type and capacity approved by the Manager, and shall be located in such a manner as to be readily and easily accessible for the purposes of cleaning and inspection.
- 8.7 Where Matter must be pre-treated in order to comply with the requirements of Section 8.1, such pre-treatment shall:
- a) be at the sole cost of the Customer;
  - b) be through a method approved by the Municipality.

9.0 SEWAGE SYSTEM CHARGES

- 9.1 All Customers receiving Sewage System Services pursuant to this Bylaw shall pay the Utility Charges set out on Scheduled "A: to this Bylaw.
- 9.2 A Customer is deemed to be receiving Sewage System Services unless exempted pursuant to Section 13.

10. INSTALLATION OF WATER AND SEWER CONNECTIONS

- 10.1 The owner of any Building situated on Land abutting on any street or public place wherein there is a sewer or water main now existing or hereafter located shall:
- a) install, in the Building, connections with the Sewage System and Water Mains, and any apparatus and appliances required to ensure the proper sanitary condition of the Building and Premises; and
  - b) refrain from use of continuance of any water closets or privies that are not connected with the Sewage System and ensure that they are removed or filled up.

10.2 The owner of any Building, erection or structure situated on Land abutting on any road or street where as system of Storm Sewers is constructed shall connect the Building, erection or structure to the system.

10.3 If the owner fails, neglects or refuses to comply with subsections 10.1 and 10.2 above within sixty (60) days of the construction of the Sewage System, Water System or Storm Sewage System within the abutting street, public place, or road, where construction takes place after the enactment of this Bylaw, the Municipality may enter onto the Land or connection and charge the cost thereof against the Land, Building, erection or structure concerned in the same manner and with the same priority as to lien and to payment thereof as in the case of ordinary municipal taxes.

## 11. WATER SYSTEM AND CHARGES

11.1 No Person shall Release, discharge or deposit any Matter into the Water System without the Municipality's written consent.

11.2 Any Person who Releases, discharges or deposits or causes or permits the Release, discharge or deposit into the Water System of any Matter without the Municipality's written consent, shall:

- ( a ) notify the Municipality immediately upon becoming aware of the Release, discharge or deposit;
- ( b ) provide information respecting the Release, discharge or deposit to the satisfaction of the Municipality; and
- ( c ) be liable for all costs incurred by the Municipality with respect to the Release, discharge or deposit for containment, sampling, testing, removal, cleanup disposal and any other related activity.

11.3 All Customers receiving Water System Services pursuant to this Bylaw shall pay the Utility Charges set out in Schedule "A" to this Bylaw.

11.4 A Customer is deemed to be receiving Water System Services unless exempted pursuant to Section 13.

## 12. USE OF STORM SEWER SYSTEM

12.1 No Person shall, without the Municipality's written consent, Release Matter of any kind listed below into or in Land drainage works, private bench drains, or connections to any Storm Sewer System:

- ( a ) Matter which because of its type, temperature, quantity or quality may:
  - (i) interfere with the proper operation of the Storm Sewer System;
  - (ii) result in a hazard to any Person, animal, property or vegetation;
  - (iii) impair the quality of the water in any well, lake river, pond, stream, reservoir or other water or water course; or
  - (iv) result in the contravention of any federal, provincial or municipal legislation including any approval, requirement, direction or other order issued by Alberta Environment or other enforcing agency with respect to the Storm Sewer System or its discharge;

- ( b ) Matter containing more than fifty (50) milligrams per litre of suspended solids;
- ( c ) Matter containing dyes or colouring material or which upon reaction with other Matter will discolour the water in the Storm Sewer System;
- ( d ) Matter containing solvent, extractable matter of vegetable origin or mineral or synthetic origin which causes a visible film, machine or discolouration on the water surface;
- ( e ) any Matter which by itself or in combination with other substances is capable of causing or contributing to any explosion or supporting combustion;
- ( f ) Matter that is sewage.

12.2 Any Person who Releases or causes or permits the Release into any Storm Sewer System any Matter contrary to Section 12.1 above, shall:

- a) notify the Municipality immediately upon becoming aware of the Release;
- b) provide the Municipality with information respecting the Release, to the satisfaction of the Municipality;
- c) be liable for all costs incurred by the Municipality respecting the Release for containment, sampling, testing, removal, clean-up, disposal and any other related activity.

### 13. PROTECTION OF UTILITY SERVICES

13.1 No Person shall break, damage, destroy, deface, tamper or cause or permit the breaking, damaging, destruction, defacing or tampering with any part of the Utility System or any permanent or temporary device installed in the Utility Services for the purpose of measuring, sampling, or testing of Matter in the Utility Services. Any Person who does perform such acts shall be liable for any damage incurred.

13.2 The Municipality may discontinue access to any particular Utility Services where the Municipality believes use of that particular Utility Services to the Premises to be contrary to this Bylaw.

13.3 The Municipality may post a sign on the Premises at least twenty-four (24) hours prior to preventing access to the Utility Services on the Premises pursuant to this Bylaw, advising that access to Utility Services may be prevented and that there may be a health risk to Persons entering the Premises.

13.4 Whenever the Municipality determines that a Release from a Premises is contrary to this Bylaw, the Municipality, in addition to any other provisions in this Bylaw, require the Customer to:

- a) install and maintain a device to detect the presence of a Release contrary to this Bylaw; and
- b) notify the Municipality of a detection of a Release contrary to this Bylaw, and to provide all information to the Municipality's satisfaction.

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

13.6 Any authority or activity to be performed by the Municipality may be performed by the Manager or any other Person designated by the Manager.

13.7 A Customer may apply to be exempted from paying Utility Charges for one or more Utility Services. The Municipal Manager may accept such application upon being satisfied:

- a) that the Premises are not occupied for any purpose; and / or
- b) that the absence of the relevant Utility Services will not contravene or result in the contravention of any federal, provincial or municipal legislation.

#### 14. UTILITY CHARGES

14.1 The Municipality shall levy Utility Charges on all Premises for all Premises unless those Premises are exempted pursuant to Section 13 above, Utility Charges in accordance with Schedule “A”.

14.2 Where a water meter has been altered, tampered, or is defective in any manner, the Municipal Manager may estimate the Water Charges or Sewage System Charges for the Land or Premises for the period of time that the water meter was not operating properly; the estimated Utility Charges shall be deemed to be Utility Charges pursuant to Schedule “A”.

14.2 A Municipality shall levy Utility Charges for all Premises on a bi-monthly basis, unless otherwise agreed in writing.

14.3 A Municipality shall levy Utility Charges for all Premises on a bi-monthly basis, unless otherwise agreed in writing.

14.4 The Customer shall pay the applicable Utility Charges within thirty (30) days of the Billing Date.

14.5 Any Customer who is not the registered owner or purchaser of the Premises shall pay to the Municipality a deposit of One Hundred (\$100.00) Dollars. The Municipality will pay the Customer 4% interest on any unused portion of the deposit. This deposit, together with any interest, shall be refunded to the Customer after Twelve (12) months if the Customer has kept the account in good standing; otherwise the Municipality will only refund any interest. The Municipality reserves the right to request a credit application from any new customer not previously connected to public utilities.

14.6 Any Customer to who Utility Services have been shut off or discontinued for committing a breach of this Bylaw shall, upon having paid any Utility Charges owing, and upon requesting the Municipality to restore Utility Services pay to the Municipality a non-refundable re-connection fee of \$30.00. In cases, where the Municipality is owed payment for rates, costs and charges from previous accounts, the Municipality will not supply services until all outstanding accounts are paid in full and the Customer has paid to the Municipality a deposit of two hundred (\$200.00) dollars. The Municipality will pay the customer 4% interest on any unused portion of the deposit. This deposit together with any interest, shall be refunded to the Customer when services are no longer required.

14.7 Any Customer requesting Utility Services will pay upon request for service a non-refundable connection fee of \$25.00.

14.8 Outstanding Accounts may be assessed a penalty of 10% per month.

- 14.9 All Customers receiving Sewage System Services or Water System Services pursuant to this Bylaw shall, at the Municipal Manger's request:
- a) install a water meter, to the satisfaction of the Municipal Manager and shall pay Utility Charges upon receiving services; or
  - b) reimburse the Municipality for installation of a water meter, and the costs incurred by the Municipality with respect to this installation are deemed to be a Utility Charge.
- 14.10 The Municipal Manager will not authorize the supply of water service without verification that Town forces have inspected the installation of new water and sewer services.
- 14.11 The Municipality shall, at the Municipality's expense, maintain the building sewer from the main to the property line.
- 14.12 The Owner shall, at his own expense, maintain the building sewer from his property line to the building. The Owner, shall, at his own expense, be responsible for any blockage in the building sewer from the building to the main which are directly attributed to the discharge from the Owner's property.

15. ENFORCEMENT

- 15.1 Enforcement of rectification of breaches of this Bylaw, including enforcement of payment of Outstanding Accounts may be undertaken by the Municipality by any or all of the following methods:
- a) action in the court of competent jurisdiction;
  - b) shutting off the utilities being supplied to the Customer or discontinuing the service thereof;
  - c) distress and sale of the goods and chattels of the Customer wherever those goods and chattels may be found in the Municipality; and
  - d) where the Customer is the owner or purchaser of the Building of lot, or when the Customer is a non-occupant owner and has entered into an agreement with the Municipality, then all Utility Charges are a preferential lien and the charge on the Building or lot or part of a lot and on the personal property of the debtor and may be levied and collected in like manner as municipal rates and taxes are recoverable.
- 15.2 Every Person who contravenes any provision of this Bylaw is guilty of an offense and on conviction, is liable for a fine of not less than \$200.00 and not more than \$2,500.00.
- 15.3 If a Person is guilty of a conviction for an offence which offence occurs after the date of a conviction of an earlier offence under this Bylaw, that Person is guilty of an offence and on conviction is liable for every day or part thereof upon which a subsequent offence occurs or continues to a fine of not less than \$1,000.00 and not more than \$2,500.00.
- 15.4 No Person who is convicted for an offence pursuant to this Bylaw is liable to imprisonment.

16. EFFECTIVE DATE

16.1 This Bylaw shall come into force and effect on third and final reading.

READ A FIRST TIME IN OPEN COUNCIL THIS 28<sup>TH</sup> DAY OF MARCH, 1994.

READ A SECOND TIME IN OPEN COUNCIL THIS 28<sup>TH</sup> DAY OF MARCH, 1994.

READ AT THIRD TIME IN OPEN COUNCIL AND APPROVED THIS 28<sup>TH</sup> DAY OF MARCH, 1994.

Original Document Signed