

THE TOWN OF SEXSMITH

OFFICE CONSOLIDATION

BYLAW No. 848

A Bylaw regulating and providing for the terms, conditions, rates and charges for the supply and use of the Water and Wastewater Utilities provided by Aquatera Utilities Inc. in the Town of Sexsmith

(As Amended by Bylaw 848A)

PART I – ENACTMENT

WHEREAS the Town of Sexsmith has the authority to provide services, facilities and other things that are necessary or desirable for all the municipality;

WHEREAS the Town of Sexsmith Council may pass Bylaws respecting public utilities;

WHEREAS the Town of Sexsmith deems it desirable to contract with Aquatera for the provision of water and wastewater utilities in the Town of Sexsmith;

WHEREAS it is desired to set forth the terms and conditions under which such services will be provided by Aquatera;

WHEREAS it is desired to set forth the rates and charges under which such services will be provided by Aquatera,

NOW THEREFORE THE COUNCIL OF THE TOWN OF SEXSMITH, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

1.01 This Bylaw shall be called “The Town-Aquatera Utility Bylaw”.

PART II – INTERPRETATION

2.01 In this Bylaw unless the context specifically indicates otherwise:

2.01.01 **AGENT** means anyone who has been retained, engaged or contracted by Aquatera and authorized by Aquatera to provide utility services.

2.01.02 **APPLICANT** means a property owner or occupier or the authorized agent of a property owner or occupier who applies to Aquatera for the supply of utility services.

2.01.03 **APPLICATION** means the application made by a Consumer for the supply of utility services and constitutes an agreement between the Consumer and Aquatera once endorsed by Aquatera, notwithstanding any other agreements between the Consumer and Aquatera.

2.01.04 **APPLICATION CHARGE** means the charge required to be paid by a Consumer before Aquatera supplies utility services to such Consumer.

2.01.05 **AQUATERA** means Aquatera Utilities Inc. A reference to works or property owned by Aquatera includes works or property originally owned by the Town and sold, assigned or transferred to Aquatera.

2.01.06 **AQUATERA MANAGER** or **MANAGER** means the General Manager of Aquatera from time to time, or the person designated to act in his/her place.

2.01.07 **AQUATERA SERVICE** or **AQUATERA SERVICE PIPE** means that portion of pipes constructed or owned by Aquatera and used or intended to be used for the supply of treated water or collection of wastewater, as the context may require, in the case of a water service, extending from the water main to the property line and, in the case of a sewer service, extending from the sewer main to the property line.

2.01.08 **AREAWAY DRAIN** means a drain installed to collect surface or rain water from an open area outside a building.

2.01.09 **ASHES** shall include cinders and ashes from any substance used for fuel.

**Town of Sexsmith
Bylaw No. 848
Aquatera / Office Consolidated By-law**

- 2.01.10 B.O.D. (denoting STANDARD BIOCHEMICAL OXYGEN DEMAND) means the quantity of oxygen utilized in the biochemical oxidation of the organic matter in wastewater under standard laboratory procedure over a period of five (5) days at a constant temperature of 20°C, expressed in milligrams per litre.
- 2.01.11 BUILDING DRAIN means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes within a building and conveys it to the point of connection with the building sewer.
- 2.01.12 BUILDING PROJECT shall mean the construction, demolition or alteration of any structure anywhere in the Town but does not include landscaping or the construction, alteration or demolition of garages, garden sheds and similar structures which are accessory structures to residential premises.
- 2.01.13 BUILDING SEWER means that part of a drainage system outside a building commencing at a point one (1) meter from the outer face of the building wall and connecting the building drain to the public sewer or place of disposal of wastewater.
- 2.01.14 CHARGE or CHARGES shall mean any amount assessed by Aquatera to a Consumer, other than a rate, and including those charges listed on Schedule “E”.
- 2.01.15 CLEAN-OUT means a pipe fitting that has a removable cap or plug and is so constructed that it will permit cleaning of a building sewer.
- 2.01.16 C.O.D. (denoting CHEMICAL OXYGEN DEMAND) means a measure of the oxygen equivalent of the organic matter content of a sample that is susceptible to oxidation by a strong chemical oxidant,
- 2.01.17 COMBINED SERVICE means the service or service pipe used or intended to be used to supply water for fire protection as well as water for purposes other than fire protection.
- 2.01.18 COMMUNICATION WIRE means the wire which connects a water meter to a remote reading device.
- 2.01.19 CONDOMINIUM shall mean a building (not being a duplex or triplex) divided into individually owned residences each of which has a separate entrance from a street or common area.
- 2.01.20 CONSUMER means any person who has entered into a contract with Aquatera for the provision of utility services, or who is the owner, occupant or property manager of any property connected to or provided with a utility service by Aquatera.
- 2.01.21 CONSTRUCTION MANUAL means the Standard Specifications for Construction of Municipal Improvements as revised from time to time and adopted by Aquatera.
- 2.01.22 CONTROL MANHOLE means a manhole situated over a building sewer for the purpose of observation, sampling and measurement of wastewater.
- 2.01.23 COUNCIL means the duly elected Council of the Town of Sexsmith.
- 2.01.24 DEFAULT NOTICE shall mean a notice, substantially in the form of Schedule “H”, issued pursuant to Section 7.02.
- 2.01.25 DEPOSIT shall mean and include, as the context may require:
- a) a deposit paid pursuant to Schedule “E”, Section 1; and/or
 - b) a deposit or additional deposit paid pursuant to Schedule “E”, Section 2.
- 2.01.26 DESIGN MANUAL means the Standard Guidelines for Design and Development of Municipal Improvements as revised from time to time and adopted by Aquatera.
- 2.01.27 DWELLING UNIT shall mean any building occupied or used as living quarters or an abode by not more than three (3) families, but does not include a condominium,

**Town of Sexsmith
Bylaw No. 848
Aquatera / Office Consolidated By-law**

- apartment building, mobile home park, institutional premises, lodges or mixed use residential premises.
- 2.01.28 FIRE LINE means a pipe that is intended solely for the purpose of providing a standby supply of water for fire protection purposes,
- 2.01.29 FIXTURE means a receptacle, appliance, apparatus or other device that discharges wastewater or clear water waste and includes a floor drain.
- 2.01.30 FLOOR DRAIN means a fixture used to receive water from the floor of a building,
- 2.01.31 FORCE MAJEURE means events arising from acts of God, strikes, lockout, or other industrial disturbances, acts of public enemy, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, floods, earthquakes, explosions, fires, civil disturbance, mechanical breakdowns, intervention of federal, provincial, state or local government or from any of their agencies or boards, the order or direction of any court, and any other causes
- whether of the kind herein enumerated or otherwise, not within the reasonable control of Aquatera and which by the exercise of reasonable diligence and at a reasonable cost Aquatera is unable to prevent or overcome.
- 2.01.32 FOUNDATION DRAIN or WEEPING TILE means any arrangement or type of pipe placed along the perimeter of a building foundation for the collection of groundwater.
- 2.01.33 GARBAGE means solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.
- 2.01.34 GARBAGE DISPOSAL UNIT means any device, garburator, equipment or machinery designed, used, or intended to be used for the purpose of grinding or otherwise treating garbage to enable the same to be introduced into a public sewer.
- 2.01.35 GRAB SAMPLE means a sample collected over a short period of time by taking and combining one or more samples of wastewater flow.
- 2.01.36 GREASE AND OIL means material recovered from wastewater using the method for grease determination as set out in "Standard Methods".
- 2.01.37 HEALTH OFFICER means the Medical Officer of Health of Regional Health Authority No. 8 (Peace Country Health), or the duly authorized representative of the Health Officer.
- 2.01.38 INTER ALIA means "among other things", "for example" or "including".
- 2.01.39 INTERCEPTOR means a receptacle that is installed to prevent oil, grease, sand or other materials from passing into a drainage system.
- 2.01.40 LIME SLURRY AND RESIDUES means a mixture of lime and water resulting in a pH in excess of 10, or suspended solids in excess of 1000 milligrams per litre.
- 2.01.41 LOT means a lot as defined in the Municipal Government Act (Alberta).
- 2.01.42 MANAGER see AQUATERA MANAGER.
- 2.01.43 MERCAPTANS (THIOLS) means the sulphur analogs of alcohol and phenols with the general chemical formula RSH where R is the organic portion of the molecule.
- 2.01.44 METER means any device supplied, used or authorized by Aquatera for the purpose of measuring the volume of water consumed on a property.
- 2.01.45 NATURAL OUTLET means any outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.
- 2.01.46 NO-CORRODE BUILDING SEWER means a building sewer pipe made of multiple layers of black paper.

**Town of Sexsmith
Bylaw No. 848
Aquatera / Office Consolidated By-law**

- 2.01.47 NON-RESIDENTIAL CONSUMER shall mean any Consumer who is not a residential Consumer.
- 2.01.48 NORMAL BUSINESS HOURS shall mean 8:30 a.m. to 4:30 p.m. Monday to Friday, excluding statutory and civic holidays.
- 2.01.49 OWNER means the person registered as the owner of a property pursuant to the provisions of the Land Titles Act (Alberta) and shall include a person who is purchasing a property under an Agreement for Sale.
- 2.01.50 PERSON includes any individual, partnership, firm, corporation, municipality, association, society, political or other group, and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law.
- 2.01.51 PH means the logarithm of the reciprocal of the concentration of hydrogen ions in moles per litre of solution and denotes the relative alkalinity or acidity.
- 2.01.52 PHOSPHATES means a chemical salt classified as orthophosphates, condensed phosphates and organically bound phosphates.
- 2.01.53 POLLUTED WASTES and POLLUTED WATER means materials or water that are contaminated with wastes in excess of that permitted in this Bylaw.
- 2.01.54 PRIVATE PROPERTY means any property which is not owned or controlled by either the Town of Sexsmith or Aquatera.
- 2.01.55 PRIVATE SERVICE or PRIVATE SERVICE PIPE means that portion of pipes constructed by an owner and used or intended to be used for the supply of water or the collection of wastewater, as the context may require, in the case of a water service, extending from the property line to the meter and, in the case of a sewer service, extending from the property line to the main clean-out.
- 2.01.56 PROPERLY GROUND GARBAGE means the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle large enough to be retained on a six (6) millimeter sieve.
- 2.01.57 PROPERTY means a lot or combination of contiguous lots upon which is constructed a single development.
- 2.01.58 PUBLIC SEWER or SANITARY SEWER means a sewer owned by Aquatera and used for the collection and disposal of wastewater and to which storm, surface and groundwater are not intentionally admitted.
- 2.01.59 RATE or RATES shall mean any rate assessed by Aquatera to a Consumer pursuant to Schedules “E”, “F” and “G”.
- 2.01.60 RAW WATER means untreated, non-potable water.
- 2.01.61 REGULATIONS means regulations promulgated pursuant to the Canadian Plumbing Code and other applicable provincial legislation (Alberta).
- 2.01.62 REMOTE READING DEVICE means the device attached to the outside of a building or elsewhere which enables Aquatera to determine water consumption registered by a meter, without entering the building in which the meter is installed.
- 2.01.63 RESIDENTIAL CONSUMER shall mean the occupier of a single family dwelling unit used exclusively for residential purposes which has a separate meter.
- 2.01.64 SEAL means a sealed wire loop that passes through one end connection and the body of a water meter or remote reading device to prevent tampering.
- 2.01.65 SERVICE OR SERVICE PIPE means the pipes used or intended to be used for the supply of water or the collection of wastewater, as the context may require, and in

**Town of Sexsmith
Bylaw No. 848
Aquatera / Office Consolidated By-law**

the case of a water service, extends from the water main to the meter and including the meter, and in the case of a sewer service, extends from the sewer main to the main clean-out.

- 2.01.66 SERVICE BOX means the operating rod, easing, and extension used for the operation of a service valve from ground level.
- 2.01.67 SERVICE KILL means the physical disconnection of a water service pipe from a water main.
- 2.01.68 SERVICE VALVE means the valve on an Aquatera service pipe.
- 2.01.69 SEWER means a pipe or conduit for carrying wastewater.
- 2.01.70 SHUT-OFF means an interruption in or discontinuation of the supply of water.
- 2.01.71 SLUG means any discharge of water, wastewater, or industrial waste which in concentrations of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times average twenty-four (24) hour concentration or flows during normal operation.
- 2.01.72 SOLID WASTE means any refuse, trash or garbage produced by a residential or commercial property.
- 2.01.73 SPECIFIED PENALTY means a specified penalty as defined in the Provincial Offences Procedures Act (Alberta).
- 2.01.74 SPRINKLERING means the distribution of water to the surface or sub-surface of lawns, gardens, or other areas situated outside buildings by pipes, hoses, sprinklers or any other method, and shall include all uses of water other than human and commercial consumption and fire fighting.
- 2.01.75 STANDARD METHODS means the latest edition of “Standard Methods for the Examination of Water and Wastewater, as published by the American Public Health Association.
- 2.01.76 STORM DRAIN or STORM SEWER means a sewer which carries storm and surface waters and drainage, but not wastewater and industrial wastes, other than unpolluted cooling water.
- 2.01.77 STREET means all those lands situated within a road plan registered pursuant to the Land Titles Act (Alberta) and, where the context permits, include a highway.
- 2.01.78 SUSPENDED SOLIDS means solids that either float on the surface of, or are in suspension in, water, wastewater or other liquid, and which are removable by laboratory filtering.
- 2.01.79 TERMS AND CONDITIONS means the manner in which Aquatera is to provide utility services as contemplated in Schedules “A”, “B”, and “C” of this Bylaw.
- 2.01.80 TOTAL DISSOLVED SOLIDS means solids that dissolve in water, wastewater or other liquid, and which are not removable by laboratory filtering.
- 2.01.81 TOWN means the municipal corporation of the Town of Sexsmith, or the area contained within the boundaries thereof, as the context requires.
- 2.01.82 UTILITY ACCOUNT shall mean an account created pursuant to Schedule “A”.
- 2.01.83 UTILITY INVOICE shall mean an invoice rendered to a Consumer for rates and charges payable pursuant to this Bylaw.
- 2.01.84 UTILITY SERVICE and UTILITY SERVICES shall mean and include, as the context may require:
- a) the supply of treated water;

- b) the provision of waste water collection and disposal; and
 - c) the provision of such other Utility Services as Council may determine.
- 2.01.85 VIOLATION TICKET means a violation ticket as defined in the Provincial Offenses Procedures Act (Alberta).
- 2.01.86 VOLUNTARY PENALTY means a voluntary penalty as defined in the Provincial Offenses Procedures Act (Alberta).
- 2.01.87 WASTEWATER mean a combination of water-carried wastes from residences, business buildings, institutions, industries and other establishments, together with such ground, surface, and storm waters as may be present.
- 2.01.88 WASTEWATER FACILITIES means the land, buildings, equipment and other facilities used by Aquatera for the collection, treatment and disposal of wastewater.
- 2.01.89 WASTEWATER TREATMENT PLANT means any Wastewater Treatment Plant owned or operated by Aquatera.
- 2.01.90 WATER means water that is potable water, unless described to the contrary (for example, as Wastewater).
- 2.01.91 WATER TREATMENT PLANT means any Water Treatment Plant owned or operated by Aquatera.
- 2.01.92 WATER FACILITIES means the land, buildings, equipment and other facilities used by Aquatera for treatment and supply of water.
- 2.01.93 WATER MAIN means those pipes installed or owned by Aquatera for the conveyance of water throughout the Town to which service pipes may be connected.
- 2.01.94 WATERCOURSE means a river, creek or other natural channel in which a flow of water occurs either continuously or intermittently.
- 2.01.95 WORKS means any structures required for Aquatera’s provision of water and wastewater services, including but not limited to water and wastewater facilities, water and wastewater treatment plants, sewers, and water mains.
- 2.01.96 WYE FITTING means a pipe fitting used in drainage systems for connecting branch lines to horizontal drainage lines; also provides clean-outs.

PART III - TERMS AND CONDITIONS – GENERAL

- 3.01 The general terms and conditions for the provision of the utility services are as set out in Schedule “A”.

PART IV - TERMS AND CONDITIONS - WASTEWATER SERVICES

- 4.01 The terms and conditions for the provision of wastewater services are set out in Schedule “B”.

PART V - TERMS AND CONDITIONS - WATER SUPPLY

- 5.01 The terms and conditions for the provision of water services are set out in Schedule “C”.

PART VI - CHARGES AND RATES

- 6.01 Aquatera may impose:
- a) charges as set out in Schedule “D”;
 - b) general rates for the provision of utility services as set out in Schedule “E”;
 - c) rates for the provision of wastewater services as set out in Schedule “F”;
 - d) rates for the provision of water services as set out in Schedule “G”.

PART VII – PENALTIES

- 7.01 Any Person who violates, contravenes or breaches any provision of this Bylaw is guilty of an offence.

**Town of Sexsmith
Bylaw No. 848
Aquatera / Office Consolidated By-law**

- 7.02 A summons may be issued with respect to any breach of this Bylaw by means of a violation ticket which shall be in a form prescribed by the Provincial Offences Procedures Act (Alberta) or the regulations thereunder.
- 7.03 A summons shall state the specified penalty for the offence as provided in this Bylaw.
- 7.04 A summons shall be served as provided in the Provincial Offences Procedures Act (Alberta).
- 7.05 If a Person wishes to plead guilty to an offence, such person may do so by a voluntary payment by delivering the summons and an amount equal to the specified penalty for the offence to the office of the Provincial Court.
- 7.06 A person who violates Section 25 of Schedule "B" or Section 6 of Schedule "C" or Section 7 of Schedule "C" or Section 11 of Schedule "C" shall be liable to pay:
- a) a specified penalty of \$500.00; or
 - b) upon summary conviction, a fine of not less than \$500.00 and not more than \$2,500.00.
- 7.07 A person who violates any provision other than Section 25 of Schedule "B" or Section 6 of Schedule "C" or Section 7 of Schedule "C" or Section 11 of Schedule "C" of this Bylaw shall be liable to pay:
- a) For a first offence, a specified penalty in the sum of \$50.00, or upon summary conviction, a fine of not less than \$50.00 and not more than \$2,500.00;
 - b) For a second offence, a specified penalty in the sum of \$100.00, or upon summary conviction, a fine of not less than \$100.00 and not more than \$2,500.00;
 - c) For a third or subsequent offence, a specified penalty in the sum of \$200.00, or upon summary conviction, a fine of not less than \$200.00 and not more than \$2,500.00.
- 8.01 Should any clause or part of this Bylaw be found to have been improperly enacted, for any reason, then such clause or part shall be regarded as being severable from the rest of this Bylaw and the Bylaw remaining after such severance shall be effective and enforceable as if the clause or part found to be improperly enacted had not been enacted as part of this Bylaw.

PART IX - EFFECTIVE DATE

- 9.01 This Bylaw shall come into effect on the day of it finally being passed.
9.02 Bylaw 839 is hereby repealed.

READ a first time this 26th day of January, 2009.
READ a second time this 26th day of January, 2009.
READ a third time and finally passed this 26th day of January, 2009.

MAYOR C. Lagace

CAROLYN GAUNT,
TOWN ADMINISTRATOR

**TOWN OF SEXSMITH
BYLAW NO. 848
SCHEDULE "A"
TERMS AND CONDITIONS GENERAL**

Management

1. Aquatera shall, in accordance with the terms and conditions prescribed in this Bylaw, be responsible for the operation and management of all of Aquatera's facilities and equipment utilized for:
 - 1.01 wastewater collection, treatment and disposal; and
 - 1.02 the treatment, supply and distribution of water.
2. Aquatera shall be managed and supervised by the Aquatera Manager. The Aquatera Manager may establish standards, guidelines and specifications for the design, construction and maintenance of all works required for the operation of Aquatera.
3. The Aquatera Manager shall exercise the powers and perform the duties with respect to Aquatera given or assigned to him by this and any other Bylaw of the Town and any order, direction or agreement with the Town.

Inspections

4. Any duly authorized employee or agent of Aquatera, bearing proper credentials and identification, may enter upon any property for the purpose of inspection, observation, measurement, sampling or testing in accordance with the provisions of this Bylaw. If such an inspection discloses any failure, omission, or neglect respecting any water or wastewater services upon the property, or discloses any defect in the location, construction, design or maintenance of any facility or connection, the person making such inspection may, in writing, notify the Consumer, owner, proprietor or occupier to rectify the cause of complaint within a reasonable time as determined by the Aquatera Manager. Such person shall, within the time specified in the notice, rectify the complaint stated in the notice.
5. Whilst acting under the authority of Section 4 of this Schedule, the employee or agent, as the case may be, shall observe all safety rules applicable to the property established by the occupier.
6. Any duly authorized employee or agent of Aquatera, bearing proper credentials and identification may enter upon any property which is subject to an easement in favour of Aquatera for the purpose of, but not limited to, the inspection, Observation, measurement, repair or maintenance of any portion of works lying within such easement.

Engineering

7. In any case under this Bylaw in which a person is required to pay the cost of work to be done by Aquatera, or an agent of Aquatera, the charge shall include an engineering expense consisting of all Aquatera's direct and indirect expenses arising out of such work.

Rates and Charges

8. Unless otherwise provided, all rates and charges payable to Aquatera for or in respect of the issuance of permits and other services provided by Aquatera pursuant to this Bylaw shall be levied and paid in accordance with the provisions of this Bylaw, including the Schedules attached to this Bylaw, and other applicable Bylaws as amended from time to time.
9. The Consumer shall:
 - 9.01 pay all charges and rates for utility services performed by Aquatera or its agents in accordance with this Bylaw;
 - 9.02 adhere to the requirements of these terms and conditions;
 - 9.03 be responsible for the condition and protection of all facilities on the Consumer's property. The Consumer shall be liable for any destruction of or damage to Aquatera's water facilities or wastewater facilities located on the Consumers property unless the destruction or damage is caused by the act of an agent or employee of Aquatera;

**Town of Sexsmith
Bylaw No. 848
Aquatera / Office Consolidated By-law**

- 9.04 not extend a private service from one lot to another without the prior written consent of Aquatera;
 - 9.05 at the request of Aquatera, grant, or cause to be granted to Aquatera, at the Consumer's expense, such easements or rights-of-way over, upon or under the property owned or controlled by the Consumer as Aquatera reasonably requires for the construction, installation, maintenance, repair, inspection and operation of the facilities required for a service to the Consumer, and for the performance of all other obligations required to be performed by Aquatera to maintain the utility services.
10. No person shall:
- 10.01 remove, operate or alter any portion of the utility services owned by Aquatera, unless (s)he is an agent or employee of Aquatera. A Consumer shall be responsible for all damage to or loss of such property;
 - 10.02 use a service or the utility services in any manner that causes any interference or disturbance to any other Consumer's use of the utility services;
 - 10.03 obstruct or impede free and direct access to any service, water main, sanitary sewer, or any other aspect of the utility services;
 - 10.04 install or allow to be installed any temporary or permanent structures that could interfere with the proper and safe maintenance and operation of the utility services or result in any damage to the utility service.

New Services

- 11. Each private service pipe shall be constructed and maintained by the owner of the property on which it is located in accordance with the requirements of this Bylaw and the Regulations.
- 12. Each Aquatera service shall be constructed by Aquatera or an agent of Aquatera at the expense of the owner of the property benefited by the service.
- 13. Application for connection of water or sewer service to a property shall be made by the owner on the form prescribed by Aquatera and it shall be accompanied by a site plan showing the size and location of the service and any other information required to appropriately design and install the service.
- 14. The cost of installation of an Aquatera service as estimated by the Aquatera Manager shall be paid by the owner to Aquatera prior to installation of the service.

General

- 15. Aquatera shall remain the owner of all Aquatera services and Aquatera service pipes unless Aquatera and the Consumer have expressly agreed in writing otherwise. Any payment made by the Consumer does not entitle the Consumer to ownership, unless agreed in writing otherwise.
- 16. Aquatera and the Consumer are subject to and shall comply with all applicable federal, provincial and municipal legislation, regulations, Bylaws, orders and requirements.
- 17. The terms and conditions contained in this Bylaw are governed by the laws of the Province of Alberta and the Federal laws of Canada applicable in the Province of Alberta. Any lawsuit arising in connection with the terms and conditions shall be brought in the courts of the Province of Alberta.
- 18. The terms and conditions of utility services contained in this Bylaw apply to Aquatera and to every Consumer, and to the relationship between Aquatera and a Consumer.
- 19. A Consumer is deemed to have accepted the terms and conditions upon one of the following:
 - 19.01 The Consumer's application for the supply of utility services;
 - 19.02 The payment by or on behalf of a Consumer of an account by Aquatera for rates or charges;
 - 19.03 Receipt by the Consumer of utility services supplied by Aquatera.
- 20. A Consumer and Aquatera may enter an agreement that provides for the waiver, alteration or amendment of any part of the terms and conditions provided that the agreement is in writing and executed by both parties.

**Town of Sexsmith
Bylaw No. 848
Aquatera / Office Consolidated By-law**

21. Upon request Aquatera shall provide to the Consumer information on the method and manner of installing services.
22. Aquatera shall reasonably respond to a Consumer's request to attend a property, in order to minimize or rectify an actual or potential interruption to utility services. A Consumer shall pay the charges for a Consumer's requested service call unless the source of the problem is caused by Aquatera.
23. Aquatera may without limitation act in response to governmental or civil authority directives, which may affect utility services. The Consumer agrees to cooperate with Aquatera in order to comply with directives.
24. Aquatera Liability and Responsibility:
 - 24.01 Aquatera shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether of direct, indirect, special or consequential nature (except only as specifically provided for in this Section) arising out of or in any way connected with any failure, defect, fluctuation, reduction or interruptions in the provision of utility services by Aquatera to its Consumers howsoever caused;
 - 24.02 Aquatera shall be liable only for direct physical loss, injury or damage to a Consumer or Consumer's property resulting from the negligent act of Aquatera, its employees or agents in relation to the provision of utility services to a Consumer;
 - 24.03 For the purpose of defining Aquatera liability and restricting the generality thereof, "direct physical loss, injury or damage" shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract cost of capital and loss of use of any facilities or property or any other similar damage or loss whatsoever arising out of or in any way connected with the failure, defect, fluctuation, reduction or interruption in the provision of utility services to a Consumer;
 - 24.04 Any claim filed by a Consumer for direct losses, damages, expenses, charges, costs or other liabilities must be filed with Aquatera within 180 days from the date of the occurrence of the incident that is the subject of the claim, failing which the claim is deemed to be settled by continuation of service;
 - 24.05 Aquatera shall not be liable for damages:
 - a) caused by the break or failure of any portion of the wastewater facilities or water facilities;
 - b) caused by the interference or cessation of utility services in connection with the repair or proper maintenance of the utility services; or
 - c) generally for any accident or incident due to the operation of the utility services unless such costs or damages have been shown to be directly due to the willful act of Aquatera, its employees, or agents;

Without limiting the generality of the foregoing Aquatera is not responsible or liable for costs or damages that are based on nuisance. All limitations, protections and exclusions of liability contained in any provincial or federal legislation shall be applicable to and shall benefit the Town and Aquatera jointly and severally in respect of any action brought or contemplated in respect of the provision of the utility services or anything else associated to these terms and conditions;

- 24.06 Aquatera shall endeavor to provide regular and uninterrupted operations of the utility services as provided in the terms and conditions. However, breaks to public sewers, water mains and other facilities are inherent to the normal operation of the utility services. The right to discontinue utility services for any reason with or without notice is fundamental to these terms and conditions;
- 24.07 Aquatera shall have the right to disconnect, interrupt or reduce utility services at any time:
 - a) for making repairs or improvements necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any part of the utility services;
 - b) to restrict and regulate the use of water for the purpose of conserving water;
 - c) to maintain the safety and reliability of the utility services;

- d) due to any other reason, including non-payment of rates and/or charges, emergencies, forced outages, force majeure or potential shortage or interference with the normal delivery of the utility service;

24.08 Aquatera will use reasonable efforts to:

- a) provide notice of any utility service reduction or interruption;
- b) minimize such interruption duration and occurrences;
- c) schedule planned interruptions as much as possible at times convenient to Consumers.

25. Should Aquatera be rendered unable (wholly or in part) by force majeure to carry out its obligation to supply utility services, Aquatera's obligations so far as they are affected by force majeure shall be suspended. Aquatera shall where practicable give notice of the occurrence of force majeure to Consumers affected.

Provision of Utility Services

26. Provision of Utility Services

26.01 Aquatera will provide all utility services listed in this Bylaw in accordance with these terms and conditions. All additional supplementary or commercial services provided by Aquatera to a Consumer will be charged in accordance with the agreement between the parties. Payment for all utility services shall be in accordance with the provisions of these terms and conditions;

26.02 Aquatera will restore extended service interruptions due to breaks of water mains or sanitary sewers, plugged or collapsed, water mains or sanitary sewers or other reasons as soon as practically possible;

26.03 Aquatera will maintain and repair the utility services at no direct charge to the Consumer unless the damage is due to Consumer negligence or intentional damage;

26.04 When Aquatera performs a repair on the utility services that affects a Consumer's property, Aquatera will return the property to original or similar to original condition;

26.05 Aquatera, its employees, or agents of Aquatera, will own, install and maintain all water meters and measuring devices, unless such meters and measuring devices were installed by the Consumer for his own purposes;

26.06 Aquatera will provide for construction and testing of all utility services and connection and disconnection in accordance with these terms and conditions and at rates and charges provided for in this Bylaw;

26.07 Aquatera will endeavor to provide a continuous supply of utility services. However a continuous supply of utility services is not guaranteed;

26.08 In the case of extended service interruptions, Aquatera will make reasonable efforts to supply utility services to Consumers or groups of Consumers through alternative means;

26.09 Aquatera is not responsible for the effects of force majeure events;

26.10 Aquatera is not responsible for changes to the characteristics or properties of the water as a result of complying with Provincial or Federal standards. Aquatera is not responsible for any resulting changes to any facility, process or production or cost impacts upon Consumers or their business as a result of such measures;

26.11 Aquatera shall not be responsible for any damage (on property), loss or injury of any nature or resulting directly or indirectly from the installation of a private service, unless such costs, losses or damages have been shown to be directly due to a negligent act of Aquatera, its employees, or agents;

26.12 The Consumer shall take all necessary measures to prevent damage to a private service due to any cause, including settlement of the structure or ground through which the pipe passes;

**Town of Sexsmith
Bylaw No. 848
Aquatera / Office Consolidated By-law**

- 26.13 Where a service passes through disturbed ground, the obligation of Aquatera to construct does not include the incremental construction costs required to stabilize the service, and bring the disturbed ground to a stable state. The Consumer may be required to pay all additional construction costs including the costs of any required support system.
27. Any person who requires utility services shall make application to Aquatera on such form as shall be utilized by Aquatera from time to time and shall pay to Aquatera the application charge referenced in Schedule “D”.
28. Upon the acceptance of the application, a utility account shall be set up in the name of the applicant, provided that the applicant is:
- a) the owner of the property or an authorised representative of the property owner;
 - b) the tenant of the property;
 - c) the building contractor, in the case of a new building under construction; or
 - d) in any other instance, approved by the Manager.
29. There shall be a separate utility account with respect to each meter.
30. The application shall be supported by such evidence of the identity of the applicant and status of the applicant to make the application as the Manager may require.
- 30A. At its option and on any ground whatsoever, Aquatera may require a utility account with respect to a property to be in the name of the owner of that property.

Deposits

31. Subject to agreement otherwise, a Consumer shall at the time of application pay a deposit as follows:
- 31.01 Residential Consumer - The amount set forth in Schedule “E” or the amount estimated by the Manager to be the cost of supply of utility services to the property over a THREE (3) month period, whichever is greater;
 - 31.02 Non-residential Consumer - The amount set forth in Schedule “E” or the amount estimated by the Manager to be the cost of supply of utility services to the property over a THREE (3) month period, whichever is greater.
 - 31.03 Bulk Water Consumer – The amount set forth in schedule “E” or the amount estimated by the Manager to be the cost of supply of utility services to the consumer over a THREE (3) month period, whichever is greater.
32. Notwithstanding Section 31 of this Schedule:
- 32.01 A Consumer opening a new utility account who is indebted to Aquatera for utility services previously supplied will not be allowed to complete his application, or be entitled to receive utility services, until payment of the outstanding account and any deposit required in accordance with Section 31 of this Schedule;
 - 32.02 A Consumer opening a new utility account due to a change of residence within the Town shall be charged the same deposit as required for his previous utility account, subject to the increased deposit provisions of Section 33 of this Schedule;
 - 32.03 The Manager may waive the requirement of a deposit under Section 31 of this Schedule for a residential Consumer who has been established for at least TWELVE (12) months and the Consumer’s utility account or accounts was, or were, maintained in good standing;
 - 32.04 The Manager may waive the requirement of a deposit under Section 31 of this Schedule for a non-residential Consumer who has been established at least TWENTY-FOUR (24) months as a Consumer and the Consumer’s utility account or accounts was, or were, maintained in good standing;
 - 32.05 If a Consumer has an existing utility account that is not in arrears, and for which no deposit is being held, then if application is made for another utility service in the same name and of the same type, the Manager may waive the requirement for a deposit.
33. Notwithstanding Sections 31 and 32 of this Schedule, if:
- a) payment of a utility invoice is in arrears;

**Town of Sexsmith
Bylaw No. 848
Aquatera / Office Consolidated By-law**

- b) a utility service to a property has been shut off for non-payment of a utility account;
- c) a cheque received for payment of a utility invoice has been returned by the financial institution on which it is drawn marked with words indicating that the cheque has not been honoured;
- d) the Consumer is not a tenant of a property or a building contractor and he wishes to set up a utility account in any name other than that of the owner of the property; or
- e) a Consumer's previous utility account or other current utility account has not been maintained in good standing;

then, in addition to paying any arrears of utility rates or charges, the Consumer may be required to pay an additional deposit equal to the amount estimated by the Manager to be the cost of supply of utility services to the property over a THREE (3) month period.

Interest on Deposits

34. Interest shall be paid on a deposit at the rate set forth in Schedule "E" calculated from the date of payment of the deposit to the date that the deposit is refunded to the Consumer or applied towards payment of utility charges.

Refund of Deposits

35.

- 35.01 If a residential Consumer has paid all utility invoices rendered to such Consumer on or before the due dates stated in such invoices for a period of TWELVE (12) consecutive months, the deposit or deposits paid by such Consumer pursuant to Sections 31 and/or 33 of this Schedule shall be refunded, together with interest as provided in Section 34 of this Schedule;
- 35.02 If a non-residential Consumer has paid all utility invoices rendered to such Consumer on or before the due dates stated in such invoices for a period of TWENTY-FOUR (24) consecutive months, the deposit or deposits paid by such Consumer pursuant to Sections 31 and/or 33 of this Schedule shall be refunded, together with interest as provided in Section 34 of this Schedule;
- 35.03 If refundable pursuant to this Section, or upon termination of the supply of utility services, a deposit shall be returned to a Consumer together with interest as provided in Section 34 of this Schedule, after deducting therefrom all outstanding charges for the supply of utility services, including the cost of shutting off or discontinuing any utility service for non-payment of utility accounts.

Water

36. Water

- 36.01 Aquatera may levy and Consumers shall pay for water supplied by Aquatera at the rates set forth in Schedule "G" hereto;
- 36.02 In case of a dispute, the Manager shall determine the rate in Schedule "G" which is applicable to a particular Consumer;
- 36.03 The charge payable by a Consumer shall be determined by reference to the reading of the meter supplied to such Consumer. If for any reason a meter cannot be read, the Manager may estimate the flow of water upon such basis as he considers to be fair and equitable and render a utility invoice in accordance with such estimate. Notwithstanding, each meter shall be read by Aquatera at least once in each year and, failing that, the Manager may shut off the water supply to such meter until such time as Aquatera is able to read the same.

Sewer Service

37. Aquatera may levy and Consumers shall pay for wastewater collected and disposed of by Aquatera at the rates set forth in Schedule "F" hereto.

Effective Date

38. The rates and charges provided in this Bylaw for the provision of utility services shall come into effect on the date this Bylaw comes into force.

Utility Accounts

39. All rates and charges payable hereunder shall be paid to Aquatera within the time prescribed by this Bylaw.
40. A utility invoice is due and payable when rendered and, if not paid on the due date stated on the invoice, is deemed to be in arrears. Failure to receive a utility invoice does not relieve a Consumer of liability for payment.
41. If a Consumer shall only partially pay a utility invoice, all monies paid shall, notwithstanding any contrary direction by the Consumer, be applied towards payment of the amount due under such invoice in the following order:
- 41.01 deposits;
 - 41.02 penalties;
 - 41.03 arrears of charges for all utility services;
 - 41.04 current solid waste service charges;
 - 41.05 current wastewater charges;
 - 41.06 current water charges.
42. If a Consumer pays a utility invoice after the due date stated therein, or such later due date as may be approved by the Manager, such Consumer shall pay a percentage charge of THREE (3%) PERCENT of the current charges invoiced. Payments made by mail or at a financial institution must be received by Aquatera on or before the due date in order for a Consumer to avoid such percentage charge.
43. If any rate or charge for the provision of utility services is designated by reference to a specific period of time, the charge for a lesser period of time shall be calculated on a proportionate basis.
44. If a Consumer shall be in arrears in payment of any rates or charges hereby levied, the Manager may enforce payment by all or any of the following procedures:
- a) action in any court of competent jurisdiction;
 - b) shutting off or discontinuing any utility being supplied to such Consumer without notice; or
 - c) by distress and sale of the goods and chattels of such Consumer wherever they may be found in the Town.
- 44A. If pursuant to Section 44 of this Schedule that the Aquatera Manager determines that a utility service should be shut off, any duly authorized employee of Aquatera bearing proper credentials and identification may enter upon the property where the service is located and any buildings upon such property for the purpose of shutting off the service.

Waiver

45. The Manager may waive any penalty rate or charge imposed or levied under this Bylaw if, in the circumstances, the Manager is of the view that this is just and equitable.

Extension of Service Area

46. Subject to the provisions of this Bylaw. Aquatera shall provide utility services within the boundaries of the Town as follows:
- a) Aquatera shall provide utility services to those areas of the Town as may be agreed by the Town and Aquatera;
 - b) When the Town authorizes new development or subdivision for premises that requires Aquatera Service, the Town will ordinarily require the Developer, as a condition of subdivision or development approval, to construct at the Developer's expense, water and sewer mains, services and related appurtenances. Where the Town contemplates that such systems will be, or are likely to be, connected to an Aquatera system, pipe or infrastructure, the Town shall further require that such construction shall comply with standards established by the Town and be subject to Aquatera's approval in regard thereto. Upon issuance of the Construction Completion Certificates for the water and sewer mains, services and appurtenances, Aquatera shall provide water and sewer services to adjacent premises according to the terms and conditions of this Bylaw and upon payment of the applicable rates and charges;
 - c) Aquatera may agree to supply utility services to premises that have not previously been serviced by utility services, in the absence of new development or subdivision, upon the

Consumer constructing or paying for water and sewer mains, services and related appurtenances;

- d) Aquatera may reserve the right to refuse the supply of utility services in unique situations such as:
 - i) concerns respecting the capacity of the utility services;
 - ii) concerns respecting the safe operation of utility services;
 - iii) concerns respecting damage to the utility services, or compliance with this Bylaw or applicable federal, provincial or municipal legislation or regulations.

**TOWN OF SEXSMITH
BYLAW NO. 848
SCHEDULE "B"
TERMS AND CONDITIONS - WASTEWATER SERVICES**

Use of Public Sewer

1. Restricted Discharge

1.01 No person shall discharge into any storm sewer or natural outlet within the Town or in any area under the jurisdiction of the Town or Aquatera any wastewater or other polluted waters;

1.02 No person shall discharge any water, wastewater or other polluted wastes into the Wastewater Facilities unless through an approved connection complying with the provisions of this Bylaw and the Regulations.

2. Installation and Connection of Toilet Facilities

The owner of each house or other building used for human occupancy, employment, recreation or other purpose located on property lying along a sanitary sewer line may upon installing suitable toilet facilities therein, request that such facilities be connected directly with the public sewer.

3. Restricted Facilities

Except as permitted by this Bylaw or the Regulations, no person shall construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the collection or disposal of wastewater.

Private Wastewater Disposal

4. Public Sewer Not Available

If a property is not connected to a sanitary sewer line the toilet facilities in any house or other building on such property shall be connected to a private wastewater disposal system complying with the provisions of this Bylaw and the Regulations.

5. Requirements for Private Waste Disposal

5.01 The type, capacity, location, and layout of a private wastewater disposal system shall comply with all requirements of the Alberta Private Sewage Disposal Regulations;

5.02 No private waste disposal system shall discharge to any storm sewer or natural outlet.

6. Availability of Public Sewer

6.01 If a sanitary sewer shall be constructed adjacent to a property on which a private waste disposal system is installed, the Town, with the consent of the Manager, may give the Owner of the property notice to install suitable toilet facilities thereon and connect such facilities directly with the sanitary sewer within sixty (60) days of such notice being given;

6.02 If such notice is given, the private waste disposal system shall be abandoned, cleaned of sludge and filled with dirt or pit-run gravel, or removed and at the owner's expense replaced with fill material approved by the Town.

7. Operation of Private Waste Disposal

The owner of a property shall at all times operate and maintain in a sanitary manner any private waste system located on such property.

8. Hauling Wastewater for Treatment

Every person delivering wastewater to the wastewater treatment plant for treatment shall:

8.01 ensure that the wastewater delivered does not include any polluted wastes as described in Section 25 of this Schedule;

8.02 prior to disposal of the wastewater:

- a) provide for the weighing or other measuring of material being disposed of in a manner as Aquatera may require;
 - b) provide such information with respect to the wastewater as Aquatera may require; and
 - c) permit samples of the wastewater to be taken and analyzed
- 8.03 8.03 comply with all of the rules and regulations of Aquatera with respect to the disposition of the wastewater;
- 8.04 pay the rates prescribed in Schedule "F" and charges as set by Aquatera from time to time; and
- 8.05 discharge the wastewater only at the designated locations at the Wastewater Treatment Plant.

Building Sewers and Connections

9. Approval

Unless authorized by the Manager, no person shall uncover, make any connection with or opening into, use, alter, or disturb any public sewer or appurtenance thereof.

10. Maintenance of Building Sewers

- 10.01 Aquatera shall maintain a building sewer from the sewer main to the property line at Aquatera's expense;
- 10.02 The owner of a property shall maintain the building sewer from the property line to the building at the owner's expense.

11. Abandonment of Building Sewers

If any sewer connection is abandoned, Aquatera shall, at the owner's expense, effectively block up such connection at a suitable location within the owner's property so as to prevent wastewater backing up into the soil, or dirt being washed into the sewer.

12. Separate Building Sewer Required

A separate building sewer shall be provided for every building requiring a sewer under the Alberta Building Code and the Regulations, except that, if a new building is constructed at the rear of an existing building and, in the opinion of the Manager, it is not practicable to construct a separate sewer to the new building, the building sewer to the existing building may be extended to the new building.

13. Re-use of Building Sewers

- 13.01 An existing Aquatera service pipe may only be used to provide service to a new building with the Manager's approval;
- 13.02 Under no circumstances will any person be allowed to re-use a no-corrode Aquatera service pipe to provide service to a new building;
- 13.03 Aquatera shall be responsible for all costs incurred in constructing a new Aquatera service pipe if the old pipe is deemed unacceptable for reuse, and no upsizing of the pipe is required;
- 13.04 The property owner shall be responsible for all costs incurred by Aquatera in constructing a new Aquatera service pipe where upsizing of the old pipe is required;
- 13.05 The property owner shall be responsible for all costs incurred by Aquatera in constructing a new Aquatera service pipe to properties that were not previously serviced or where additional Aquatera service pipes are required.

14. Requirements for Building Sewer

- 14.01 The size, slope, alignment and materials used in construction of a building sewer and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the

trench shall all conform to the requirements of the Regulations in the case of the private service pipe and the Design Manual and the Construction Manual in the case of the Aquatera service pipe;

- 14.02 In the absence of applicable provisions in the Regulations, the materials and procedures set forth in standards published by the American Society of Testing and Materials, the Canadian Standards Association and American Water Works Association shall apply;
 - 14.03 A building sewer from the main clean-out to the sewer main shall have a minimum diameter of 100mm.
15. Wastewater Lifting Required
- 15.01 Whenever practicable, a building sewer shall be brought to a building at an elevation at least 1.8 meters below finished grade level;
 - 15.02 In any buildings in which a building drain is too low to permit gravity flow to the public sewer, wastewater carried by such building drain shall, at the owner's expense, be lifted by means approved by Aquatera and discharged to the building sewer.
16. Restricted Connections to Building Sewer or Drain
- Unless permitted by the Manager pursuant to Section 23 of this Schedule, no person shall connect any roof downspout, exterior foundation drain or areaway drain, or collect or direct other sources of surface runoff or ground water, to a building sewer or building drain which in turn is connected directly or indirectly to a sanitary sewer.
17. Protection of People and Property
- 17.01 All excavations for works required or permitted by the Bylaw shall be adequately guarded with barricades, lights and other warning devices adequate to protect the public;
 - 17.02 If so required by the Manager, the owner of a property, or any person engaged in construction of such works, shall immediately provide such additional barricades, lights and other warning devices or safety precautions as the Manager shall deem appropriate;
 - 17.03 Streets, parklands, and other public property disturbed in the course of such works shall be restored in a manner satisfactory to the Manager.
18. Roots
- 18.01 Tree roots infesting a building sewer shall be the responsibility of the party responsible for maintaining the portion of the sewer which is affected;
 - 18.02 The proximity to a building sewer of a tree or trees contributing to the root infestation shall have no bearing on the responsibility of a party to clear the blockage.
19. Root Foaming
- No person shall chemically treat tree roots in a building sewer without the Manager's approval.
20. Video Inspection or Electronic Line Location
- Where a dispute exists as to the responsibility for sewer service failures or blockage, a video inspection or an electronic line location may be performed in an attempt to determine the location of the problem. All costs associated with such determination shall be borne by the party responsible for maintaining the portion of the building sewer where the problem is found to exist.

**Town of Sexsmith
Bylaw No. 848
Aquatera / Office Consolidated By-law**

21. Service Calls

Prior to Aquatera doing any service repairs at a Consumer's request, the person requesting the same shall sign a service call log authorizing Aquatera to make the necessary repairs and invoice the cost in accordance with the charges referenced in Schedule "D".

22. Clean-outs

22.01 A building sewer that is connected to a sanitary sewer shall be equipped with a main clean-out with a minimum diameter of 100mm, located not more than 25 meters from the sewer main. The main clean-out shall be located as close as practicable to the point where the sewer leaves the building and in such a manner that the opening is readily accessible and has sufficient clearance (minimum 2 meters horizontally and vertically) for effective rodding, cleaning and video inspection. The building sewer from the main clean-out to the property line shall be as straight as possible, and, in any case, the angular sum of all bends installed shall not exceed 135 degrees and it shall not contain a 90-degree elbow;

22.02 Generally, the main clean-out shall be located inside the foundation of a building. If sufficient clearance cannot be provided inside the building, the main clean-out shall be installed outside the building and as close as practicable to the foundation;

22.03 All main clean-outs shall be a wye fitting and shall be usable and accessible;

22.04 No person shall enclose the main clean-out in or under partitions, walls or flooring or in any way restrict access to same;

22.05 Main clean-outs installed in a horizontal position below floor level shall be enclosed in an access box.

23. Discharge of Uncontaminated Water

No person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water or unpolluted industrial water to any sanitary sewer, except with the approval of the Manager which may be given in a situation where exceptional conditions prevent compliance with this Section, in which case a rate shall be levied at the rate specified in Schedule "F" for amounts applied to the volume of water measured or as estimated by the Manager to have been discharged into the sanitary sewer.

24. Discharge of Storm Water

Storm water and all other unpolluted drainage shall not be discharged into the wastewater facilities.

25. Polluted Wastes

No person shall discharge, or cause or permit to be discharged, any of the following described wastewater's or wastes into any public sewer:

25.01 Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas;

25.02 Any water or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any wastewater treatment process or constitute a hazard in the receiving waters or the Plant;

25.03 Any waters or wastes having a pH in excess of 9.5 or lower than 5.5, or having any other corrosive property capable of causing damage or presenting a hazard to structures, equipment, and personnel of Aquatera;

25.04 Any ashes, cinders, wood, wood-shavings, sawdust, rags, sand, mud, straw, metal, glass, fiberglass, plastics, eggshells, feathers, paper other than toilet paper, or other solids;

25.05 Animal parts or wastes including, but not limited to:

- a) any manure or intestinal contents from horses, cattle, sheep, swine or poultry;
- b) hooves or toenails;
- c) intestines or stomach casings or animal body parts;

- d) bones;
- e) bristles and hair;
- f) hides or parts thereof;
- g) fat or flesh in particles larger than will pass through a 6mm screen;
- h) fleshings and hair resulting from tanning operations;

25.06 Any liquid or vapour having a temperature higher than sixty five degrees Celsius (65°C):

25.07 Any water or waste containing fats, wax, grease, or oils, either singly or in combination, whether emulsified or not, in excess of one hundred (100) parts per million by weight or containing substances which may solidify or become viscous at temperatures between zero (00) and sixty five (65) degrees Celsius;

25.08 Any garbage that has not been shredded so as to pass through a 6mm sieve and is not specifically prohibited in this Section;

25.09 Any water or wastes containing strong acid, iron pickling wastes, or concentrated plating solutions whether neutralized or not;

25.10 Wastewater containing substances in concentrations exceeding any of the following:

Antimony	1.0 mg/L	Manganese	1.0 mg/L
Arsenic	1.0 mg/L	Mercury	0.1 mg/L
Barium	3.0 mg/L	Nickel	0.5 mg/L
Boron	1.0 mg/L	Total Pesticides	0.1 mg/L
Cadmium	0.05 mg/L	Phenolic Compounds	0.1 mg/L
Chromium	1.0 mg/L	Selenium	1.0 mg/L
Chlorinated Hydrocarbons	0.02 mg/L	Silver	1.0 mg/L
Copper	0.5 mg/L	Sulphide	1.0 mg/L
Cyanide	1.0 mg/L	Zinc	1.0 mg/L
Lead	1.0 mg/L		

25.11 Pollutants other than those listed in Section 25.10 prohibited from being discharged under any Federal or Provincial legislation;

25.12 Any waters or wastes containing phenols or other taste or odour producing substance, in such concentration as to exceed limits which may be established by the Manager as necessary, after treatment of the composite wastewater, to meet the requirements of any Provincial, Federal, or other public agencies having jurisdiction;

25.13 Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Manager in compliance with applicable Provincial or Federal regulations;

25.14 Any waters or wastes containing more than five hundred (500) milligrams per litre B.O.D.;

25.15 Any waters or wastes containing more than five hundred (500) milligrams per litre of suspended solids or one thousand (1,000) milligrams per litre of total dissolved solids;

25.16 Wastes which contain, exert, or cause:

- a) unusual concentration of inert suspended solids, including but not limited to Fullers earth, lime slurries, and lime residue, or of dissolved solids, including but not limited to sodium chloride and sodium sulphate;
- b) excessive discoloration, including but not limited to dye, wastes and vegetable tanning solutions;
- c) unusual B.O.D., chemical oxygen demand, or chlorine requirements in such quantities as to constitute, in the opinion of the Manager, a significant load on the Plant; and
- d) unusual volume of flow or concentration of wastes constituting a slug;

25.17 Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed by Aquatera, or are amenable to treatment only to such degree that the Plant effluent cannot meet the requirements of other agencies having jurisdiction;

**Town of Sexsmith
Bylaw No. 848
Aquatera / Office Consolidated By-law**

- 25.18 Any noxious or malodorous gas or substance capable of creating a public nuisance including, but not limited to, hydrogen sulphide, mercaptans (thiols), carbon disulphides, other reduced sulphur compounds, amines and ammonia.
26. Rejection of Polluted Wastes
- If any waters or wastes are proposed to be discharged from a property to a public sewer, which contain any substance or possess the characteristics of any substance enumerated in Section 25 or any other substance which, in the opinion of the Manager, would have a deleterious effect upon the wastewater facilities or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Manager may:
- 26.01 Reject the waters or wastes;
- 26.02 Require pre-treatment to an acceptable condition for discharge to the public sewers;
- 26.03 Require control over the quantities and rates of discharge; and/or
- 26.04 Require payment by the owner or occupant to cover the added cost of handling and treating the wastes not covered by existing wastewater service charges under the provisions of this Bylaw. If the Manager permits the pre-treatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Aquatera Manager, and to the requirements of all applicable codes, statutes, Bylaws and regulations;
- 26.05 If preliminary treatment of wastewater or flow-equalizing equipment is required by Aquatera, the necessary Facilities shall be provided by and maintained in satisfactory and effective operation by the owner at the owner's expense.
27. Interceptors
- 27.01 Grease, oil and mud interceptors shall be provided for all commercial garages, restaurants, automotive service stations and vehicle and equipment washing establishments and for other types of business when required by the Regulations or, in the opinion of the Manager, such interceptors are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, mud or other harmful ingredients;
- 27.02 All interceptors shall be of a type and capacity which conform to the Regulations and shall be located so as to be readily and easily accessible for cleaning and inspection;
- 27.03 All interceptors shall be maintained at all times in satisfactory and effective operation by the owners of the properties on which they are installed at the owner's expense;
- 27.04 All interceptors shall be connected to the sanitary sewer unless the Manager shall otherwise stipulate;
- 27.05 If the drainage system in any new commercial or industrial building includes an interceptor, then a control manhole is required;
- 27.06 Residential parking garages with floor drains connected to the sanitary sewer must have a mud interceptor of sufficient size and design to effectively trap solids.
28. Control Manhole
- 28.01 If required by the Manager, the owner of any property serviced by a building sewer shall, at the owner's expense, install and maintain a suitable control manhole and other necessary appurtenances to facilitate observation, sampling, and measurement of the wastewater quality, temperature, rate of flow and other characteristics;
- 28.02 Any such manhole shall be located wholly on private property and constructed in accordance with the Construction Manual and maintained so that it is accessible and in good condition at all times;
- 28.03 If a control manhole does not exist on a property, the control manhole for that property shall be deemed to be the manhole in the public sewer which is downstream of and nearest to the point at which the building sewer servicing the property is connected to the public sewer.

29. Standards for Sampling and Analysis of Wastes

29.01 All sampling, measurements, tests, and analysis of the characteristics of waters and wastes to which reference is made in this Bylaw shall be determined in accordance with Standard Methods and the Methods Manual for Chemical Analysis of Water and Wastes published by the Alberta Environmental Centre, Vegreville, Alberta, 1996, AECV96-M1, as amended;

29.02 Sampling shall be carried out using customarily accepted methods to determine the effect of constituents upon the wastewater facilities and whether there exists a hazard to persons or property. The initial analysis of the discharge from a property will determine whether a twenty-four (24) hour composite of all discharge from such property is sufficient. If practicable, the B.O.D. and suspended solids analysis will be obtained from 24 hour composites of all discharges whereas the pH will be determined from periodic grab samples.

30. Protection from Damage

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is part of the utility.

General

31. Authority to Sample

The Manager may from time to time determine by sampling and analysis the characteristics of the wastewater being discharged into the wastewater facilities from any property which by reason of the type of industry or business being conducted or operated thereon, or for any other reason is, in the Manager's opinion, likely to produce wastewater with concentrations of harmful or deleterious substances which exceed those permitted under this Bylaw or other applicable legislation, and shall maintain a record of each such analysis.

32. Duration of Sampling and Analysis

The Manager may take and analyze samples over a period which, in the Manager's opinion, is sufficient to permit determination of the quality of the average effluent from a property under normal conditions.

33. Request for Additional Sampling

If the occupant of a property to which a wastewater surcharge is applicable is of the opinion that the degree of concentration of the wastewater discharge from the property has been reduced from that shown in a test made by the Manager, such occupant may ask the Manager to make a further test at the occupants expense.

34. Special Agreements

This Bylaw shall not be construed so as to prevent any agreement or arrangement between Aquatera and any person whereunder Aquatera may accept an industrial waste of unusual strength or character for treatment.

35. Garbage Grinders

The installation of any garbage grinder equipped with a motor of 560 watts or greater shall require the approval of the Manager.

**TOWN OF SEXSMITH
BYLAW NO. 848
SCHEDULE "C"
TERMS AND CONDITIONS - WATER SERVICES**

Administration of Water Supply

1. Authority to Shut Off

For any reason which the Manager considers appropriate, the Manager may shut off the supply of water to any Consumer or Consumers for such length of time as the Manager deems necessary, provided that the Manager shall use reasonable efforts to give notice of such shutting off to the Consumer or Consumers affected.

2. Supply of Water

2.01 Aquatera does not guarantee the pressure nor the continuous supply of water and Aquatera may at any time, without notice, change the operating water pressure and shut off water;

2.02 Any person requiring a continuous and uninterrupted supply or pressure of water or having processes or equipment that require particularly clear or pure water shall provide such facilities as that person considers necessary to ensure a continuous and uninterrupted supply, pressure or quality of water;

2.03 Aquatera may inspect the property of a Consumer in order to do any tests on water piping or fixtures to determine compliance with this Bylaw. If the Consumer denies access to the Consumer's property for that purpose, the supply of water to the Consumer may be shut off;

2.04 The owner of any house or building not in existence at the time this Bylaw becomes effective and used for human occupancy, employment, recreation or other purpose located on property lying along the line of any water main shall connect such house or building directly with the water main;

2.05 If a water main shall be constructed adjacent to a property on which a private water system is installed, the Town, with the consent of the Manager, may give the Owner of the property notice to connect building(s) located on his property directly with the water main within sixty (60) days of such notice being given. Without restricting the generality of the foregoing, it is the intent of the Town to require such connection, *inter alia*, upon an intensification of use or development. If such notice is given, the private water system shall be disconnected from the building(s) located on the property;

2.06 In no case shall a private water system be connected to an Aquatera water service pipe.

3. Bulk Water Sales

3.01 The Bulk Water Outlets designated by Aquatera shall be the only source of potable water available for use within the Town, or water transported from the Town for use outside the Town, with the exception of water incorporated into a manufactured consumer product as described in Section 7 of this schedule or water otherwise supplied by Aquatera

3.02 Bulk water may be purchased at Bulk Water Outlets designated by Aquatera;

3.03 Rates for bulk water shall be as provided in Schedule "G".

4. Sprinklering

4.01 The Aquatera Manager may at such times and for such length of time as he considers necessary or advisable, regulate, restrict or prohibit sprinklering;

4.02 In exercising the authority conferred by Section 4.01 above, the Aquatera Manager:

- a) shall cause to be published in a daily newspaper circulated in the County a public notice giving reasonable detail of the regulation, restriction or prohibition of sprinklering being imposed which may be limited to certain times or which may be unlimited as to time in which latter case, a similar public notice shall be published giving notice of the time of cessation of such regulation, restriction or prohibition;

**Town of Sexsmith
Bylaw No. 848
Aquatera / Office Consolidated By-law**

- b) may regulate, restrict or prohibit sprinklering in all or any part or parts of the Town and in so doing the Aquatera Manager may provide different times during which different Consumers may sprinkle by reference to compass direction, streets, odd and even street addresses, or in such other manner as the Aquatera Manager in his absolute discretion considers appropriate.
- 4.03 The Aquatera Manager may cause the water supply to any Consumer who causes, permits or allows sprinklering in contravention of any such regulation, restriction or prohibition to be shut off until such Consumer undertakes to abide by and comply with such regulation, restriction or prohibition in a form acceptable to the Aquatera Manager.

Restriction of Water Supply

5. General

- 5.01 No Consumer shall operate, use, interfere with, obstruct or impede access to water facilities or any portion which is on, or in the vicinity of, the Consumer's property in any manner not expressly permitted by this Bylaw, or in a manner contrary to the provisions of this Bylaw;
- 5.02 If a Consumer shall be in breach of Section 5.01, the Manager may cause the water being supplied to such Consumer to be shut off until the Manager is satisfied that such Consumer has remedied the breach and is otherwise complying with all of the provisions of this Bylaw.

6. Wastage

- 6.01 No Consumer shall cause, permit or allow the discharge of water so that it runs to waste, whether by reason of leakage from underground piping, a faulty plumbing system or otherwise;
- 6.02 The Manager may cause the water supply to any Consumer who violates Section 6.01 to be shut off until such time as such Consumer establishes to the satisfaction of the Manager that he has taken such steps as may be necessary to ensure that any water supplied to him by Aquatera will not run to waste;
- 6.03 The Manager shall, if he considers it practicable to do so, give notice to such Consumer prior to causing the water supply to such Consumer to be shut off;
- 6.04 Notwithstanding the foregoing, the Manager may under such conditions as he considers reasonable allow a Consumer to discharge water so that it runs to waste if such Consumer's water service would otherwise be susceptible to freezing;
- 6.05 Water permitted to run to waste as described in Section 6.04 shall be metered and charged for where the potential for freezing is the result of a shallow or unprotected private service pipe.

7. Use of Water

- 7.01 No Consumer shall:
- a) lend or sell water, unless such water has been incorporated into a manufactured Consumer product, which the manufacturer is licensed to manufacture, such as but not limited to ice and soft drinks;
 - b) give away or permit water to be taken;
 - c) use or apply any water to the use or benefit of others;
 - d) increase the usage of water beyond limits agreed upon with Aquatera; or
 - e) wrongfully waste water.
- 7.02 Sections 7.01a), b), c) and d) do not apply to water purchased from Bulk Water Outlet(s) designated by Aquatera.

8. Investigation into Water Supply Service Failure

- 8.01 If a Consumer shall complain of a failure or interruption of water supply, and investigation of the complaint necessitates excavation, the Consumer shall, prior to the excavating being done, deposit with Aquatera the charge as estimated by the Manager;
- 8.02 If the failure or interruption was caused by the Aquatera service, such deposit shall be refunded;

**Town of Sexsmith
Bylaw No. 848
Aquatera / Office Consolidated By-law**

- 8.03 If the failure or interruption was caused by the private service, the actual cost of such excavating shall be paid by the Consumer and the deposit paid pursuant to Section 8.01 shall be applied towards payment of such cost.
9. Service Calls
- If a Consumer shall request a service call and Aquatera's employee responding to the call is for any reason unable to enter the Consumer's property, the Consumer shall pay a charge as established pursuant to Schedule "D".
10. Noise and Pressure Surges
- 10.01 No Consumer shall cause, permit, or allow any apparatus, fitting or fixtures to be or to remain connected to the Consumers water supply or allow such water supply to be operated in such a manner as to cause noise, pressure surges or other disturbance which may in the opinion of the Manager result in annoyance or damage to other Consumers of the water facilities;
- 10.02 The Manager may shut off the water supply to any Consumer who shall breach Section 10.01, provided that the Manager shall, if he considers it practicable to do so. give notice to the Consumer prior to the water supply being shut off;
- 10.03 Any water supply shut off pursuant to Section 10.02 shall not be restored until the Consumer has ceased to be in breach of Section 10.01.
11. Operation of Valves
- 11.01 Unless authorized by the Manager, no person shall turn on or off a water service valve or any other valve or valves in the water facilities;
- 11.02 Unless authorized by the Manager, no person shall turn on a water service valve which has been turned off on the instructions of the Manager.
12. Trespassing
- No person shall trespass on any property which is utilized or operated by Aquatera.
13. Operation of Fire Hydrants
- 13.01 No person other than authorized Aquatera employees or Town Volunteer Fire Department members shall operate or tamper with a fire hydrant under any circumstances;
- 13.02 Fire hydrants shall not be used for any purpose other than fire protection;
- 13.03 No person shall allow anything to be constructed, placed, erected or planted adjacent to a fire hydrant, which may in any way interfere with access to, use, maintenance or visibility of the hydrant;
- 13.04 If requested by any person for any reason which the Manager deems appropriate, the Manager may, at such person's expense, permit the relocation, raising or lowering of a fire hydrant situated on Town property providing pre-approval has been obtained from the Town;
- 13.05 Prior to a fire hydrant being relocated, raised or lowered pursuant to Section 13.04, the person requesting the same shall pay to Aquatera the charge for the work as estimated by the Manager;
- 13.06 Aquatera may require that a fire hydrant be installed on private property at the expense of the owner of the property;
- 13.07 No person shall use water from a fire hydrant located on private property for any purpose other than fire protection;
- 13.08 Any person owning or occupying a property with a fire hydrant adjacent to such property shall be responsible for clearing snow and cutting weeds or grass around the fire hydrant in a manner that allows the fire hydrant to be clearly visible and accessible from the point on the street closest to the fire hydrant;

13.09 If a fire hydrant is equidistant from two properties:

- a) the owner and occupant of the property immediately to the north or west of the fire hydrant shall comply with the provisions of Section 13.08 in even numbered years; and
- b) the owner and occupant of the property immediately to the south or east of the fire hydrant shall comply with the provisions of Section 13.08 in odd numbered years.

Contamination

14. Back Flow Prevention

14.01 No Consumer shall cause, permit or allow to remain connected to his water supply system any piping, fixture, fitting, container or other apparatus which may cause water from a source other than the water facilities or any other actual or potentially harmful or deleterious liquid or substance to enter the water facilities;

14.02 If a condition is found to exist which is contrary to Section 14.01, the Manager shall, depending on the nature of the hazard:

- a) carry out an inspection and issue such order or orders to the owner, Consumer or other person as may be required to obtain compliance with Section 14.01; or
- b) without prior notice shut off the water service or services;

14.03 If the owner, Consumer or other person to whom the Manager has issued an order fails to comply with that order, the Manager in his discretion may:

- a) give notice to the person to whom the order was directed to correct the fault at the expense of such person within a specified time period and if the notice is not complied with the Manager may then shut off the water service or services; or
- b) without prior notice shut off the water service or services;

14.04 Any water supply so shut off shall not be restored until the breach of Section 14.01 has been remedied.

Meters

15. General

15.01 All water supplied by Aquatera through a private service shall be measured by a meter owned, installed and maintained by Aquatera unless otherwise provided under this Bylaw or a special agreement is entered into between Aquatera and a Consumer;

15.02 All meters except subsidiary meters as described in Section 17 shall be supplied, owned and maintained by Aquatera unless otherwise provided by this Bylaw or a special agreement is entered into between Aquatera and a Consumer.

16. Installation Responsibility

16.01 All meters and their reading devices, regardless of size shall be supplied and installed by Aquatera at the expense of the Consumer and shall thereafter be maintained by Aquatera at Aquatera's expense;

16.02 All meters supplied to replace obsolete meters shall be supplied and installed by Aquatera at the expense of Aquatera;

16.03 Notwithstanding Section 16.02, any re-sizing during the replacement of obsolete meters shall be subject to Section 23 of this Section and conditions contained therein, except where re-sizing is a requirement of Aquatera.

17. Subsidiary Meter

A Consumer may, for his own benefit, and at his own cost, install a meter between the meter supplied by Aquatera and the point of use of the water supply, provided that Aquatera shall under no

**Town of Sexsmith
Bylaw No. 848
Aquatera / Office Consolidated By-law**

circumstances be required to maintain or read such meter. A subsidiary meter shall remain the property of the Consumer.

18. Provision of a Meter Setting

18.01 If constructing a new building, or reconstructing an existing building, a Consumer shall make provision acceptable to the Manager for the installation of a water meter;

18.02 In so doing, the Consumer shall ensure that the meter is installed in accordance with the Construction Manual;

18.03 Any Consumer:

- a) whose water supply is not metered, or
- b) whose meter is not positioned to the satisfaction of the Manager, shall, at the Consumer's expense, arrange for installation of a new meter or for the meter to be moved, as the case may be.

19. Special Meter Readings

A Consumer who asks Aquatera for a special meter reading shall pay the charge referenced in Schedule "D".

20. Testing or Calibration on Disputed Meter Reading

20.01 If a meter reading is disputed by either Aquatera or a Consumer, the party disputing the reading shall give written notice to the other party. Following such notice, the meter in question shall be tested or calibrated by a person appointed by Aquatera;

20.02 If the meter is found to be accurate within 97% to 103% of the water passing through it, the charge for the test or calibration shall be borne by the party disputing the reading;

20.03 If the meter is found not to be accurate within those limits:

- a) it shall be forthwith repaired or replaced and the cost, as well as the expense of the test or calibration, shall be borne by Aquatera;
- b) the accounts based upon the readings of that meter during the period of six (6) months immediately preceding the date of the test or calibration shall be corrected to reflect the error in the meter and the Consumer shall pay, or be refunded, as the case may be, the amount so determined, which payment or refund shall be accepted by both Aquatera and the owner in full settlement of any claim arising out of the error in the meter.

21. Meter Chamber

If, in the opinion of the Manager, a building or other location to be supplied with water does not have an acceptable site for the installation of a meter, the Consumer shall, at the Consumer's expense, construct on the property line a container for a meter, such container to be satisfactory to the Manager in all respects, including location, construction, size and access. The Consumer shall, at the Consumer's expense, thereafter maintain such container to the satisfaction of the Manager.

22. Meters and Services

22.01 Aquatera shall not be obligated to supply more than one meter for each water service to any one building;

22.02 For each additional meter supplied by Aquatera to a single building, the owner shall provide, at his expense, a separate water service;

22.03 If a building other than a single family residence is to be constructed over more than one lot, a separate water and sewer service and meter is required for each portion of such building situated on a separate lot, unless the Manager otherwise permits;

22.04 If an existing building is to be subdivided into separate lots, a separate water and sewer service connection and one meter is required for each additional lot;

**Town of Sexsmith
Bylaw No. 848
Aquatera / Office Consolidated By-law**

- 22.05 A condominium may have one water and sewer connection and one meter with the utility account in the name of the condominium association.
23. Meter Size
- The size of a water meter shall be determined as follows:
- 23.01 The maximum size of the meter shall not exceed the size of the private service;
- 23.02 If the private service is a combined service, the internal diameter of the private service branch off the fire line shall determine the meter size for the purpose of Sections 23.01 and 23.02;
- 23.03 If a Consumer requires that an existing meter be replaced with one of a different size, the Consumer will be directly responsible for all necessary plumbing modifications;
- 23.04 If considered appropriate by the Manager, a request to re-size a meter may be withheld pending a review of consumption history, usage patterns and maximum flow requirements. Where the review does not support the Consumer's request, a charge for the review may be charged to the Consumer pursuant to Schedule "D";
- 23.05 Where required by Aquatera for its purposes, appropriate size verification shall be performed by Aquatera at no cost to the Consumer.
24. Non-Registering Meter
- 24.01 If it is determined, otherwise than pursuant to Section 20, that a meter has failed to properly record the flow of water, the Manager shall estimate the flow based upon such method as he considers to be fair and equitable and render a utility invoice;
- 24.02 A Consumer shall immediately notify the Manager of any breakage or stoppage of a meter or any irregularity in its operation.
25. Protection of Meter
- 25.01 A Consumer shall adequately protect the meter on the Consumer's property against freezing, heat and any other internal or external damage failing which such Consumer shall pay to Aquatera the cost of repairing the meter;
- 25.02 No Consumer shall obstruct, interfere with, or impede direct, safe and convenient access to any meter for the purpose of the disconnection, installation, inspection, removal, replacement, repair and reading of such meter;
- 25.03 No Consumer shall break or tamper with any meter, remote reading device, communication wire or seal;
- 25.04 A Consumer may only relocate, alter or change an existing meter with the written approval of the Manager and at the Consumer's expense;
- 25.05 If a meter is removed or stolen, the owner of the property on which it was located shall pay the cost of acquiring and installing a replacement meter.
26. Reading
- 26.01 If practicable, all meters shall be read at least once every two months. If any meter cannot be read within such period, the Manager may estimate the flow of water upon such basis as he considers to be fair and equitable and render a utility invoice;
- 26.02 In any event, every meter must be read at least once in each twelve (12) month period and if in any case a reading cannot be so made, the Manager may shut off the water supply to the meter in question until such time as Aquatera is able to obtain a reading;
- 26.03 Any meter not having an outside remote reading device will be assessed an amount reflecting the increased cost of obtaining meter readings. This rate will be levied on a monthly basis in accordance with the prevailing rates contained in Schedule "G".
27. By-passes
- 27.01 Any Consumer having a meter 50mm in size or larger may apply to Aquatera for a bypass. If approved, a bypass is to be constructed and maintained in accordance with the

**Town of Sexsmith
Bylaw No. 848
Aquatera / Office Consolidated By-law**

Construction Manual, at the Consumer's expense. All by-passes are to be sealed or locked by Aquatera and shall be opened by authorized Aquatera employees only in the case of an emergency;

- 27.02 A Consumer shall be responsible for payment for water supplied through a bypass, but not recorded on the meter on such Consumer's property, and the utility invoice for such water shall be based on the volume of water estimated by the Aquatera Manager:
- a) no Consumer shall tamper with or open a bypass;
 - b) if a Consumer shall breach Section 27.02(a), the Manager may shut off the water supply to such Consumer until arrangements acceptable to the Manager have been made for estimating the volume of, and payment for, water supplied through a bypass, but not recorded on the meter.
28. Meter Valves
- 28.01 All Consumers shall, at the Consumer's expense, supply and maintain valves on both sides of and within 300mm of the meter, regardless of size;
- 28.02 The main shut-off valve shall be located immediately inside a building at the point where the water service enters through the floor.
29. Remote Reading Devices
- 29.01 The location of a remote reading device shall be on the portion of the building most easily accessible from the front of the property;
- 29.02 Subject to the Manager's approval, a remote reading device may be relocated at any time at the Consumer's expense;
- 29.03 In the case of new construction, the builder shall, at the builders expense, install conduit for a remote reading device for each meter. Any such conduit shall meet the specifications in the Construction Manual;
- 29.04 All remote reading devices shall be owned and maintained by Aquatera;
- 29.05 If at any time there shall be a conflict between the reading recorded on a remote reading device and the main meter, the reading recorded by the main meter shall be deemed to be accurate. When an adjustment is required, the same procedure as described in 20.03 of this Schedule will be applied.
30. Construction Meters
- 30.01 For the purpose of providing temporary water services during construction, Aquatera may install a construction meter;
- 30.02 Construction meters shall have a maximum size of 19mm.

Services and Servicing

31. Plumbers and Plumbing Contractors

All persons doing any work or service upon a private service or the plumbing system attached thereto shall comply with the Regulations, the Design Manual, and the Construction Manual.

32. Re-use of Water Services

- 32.01 An existing Aquatera service pipe may only be used to provide service to a new building with the Manager's approval;
- 32.02 Under no circumstances will any person be allowed to re-use a lead Aquatera water service pipe to provide service to a new building;
- 32.03 Aquatera shall be responsible for all costs incurred by Aquatera in constructing a new Aquatera service pipe if the old pipe is deemed unacceptable for reuse, and no upsizing of the pipe is required;

**Town of Sexsmith
Bylaw No. 848
Aquatera / Office Consolidated By-law**

- 32.04 The property owner shall be responsible for all costs incurred by Aquatera in constructing a new Aquatera service pipe where upsizing of the old pipe is required;
- 32.05 Existing 19mm diameter water services may be re-used in conjunction with the development of single detached dwelling units, except where fire sprinkling is required. Re-use of a single 19mm diameter service in conjunction with the development of duplex or semi detached dwelling will be permitted if the Consumer can demonstrate that the necessary capacity exists to meet the fixture-unit water demand and no subdivision of the property is intended or required.
33. Fire Protection Service
- 33.01 A combined service or fire line shall not be installed without the prior approval of the Manager;
- 33.02 A fire line shall be used only for fire protection purposes;
- 33.03 If the Manager shall determine that a meter should be affixed to a fire line, a meter shall be supplied and installed in a manner satisfactory to the Manager at the Consumer's expense.
34. Temporary Water Service
- 34.01 If for any reason a temporary water service is required, the applicant shall pay to Aquatera in advance the cost of its construction and abandonment as estimated by the Manager;
- 34.02 Application for a temporary water service shall be made in accordance with Schedule "A";
- 34.03 A meter shall be installed on a temporary water service at a location approved by the Manager.
35. Discontinuation of Service
- 35.01 No person shall cause, permit or allow to be demolished or removed, a building connected to a water main until application has been made to Aquatera for the discontinuation of water service;
- 35.02 If the potential for re-use of the water service exists, or for any other reason the Manager deems acceptable, the water service may be temporarily disconnected at the property line at the cost of the owner. If a temporary discontinuation is allowed and thereafter, for any reason the Manager deems it necessary to do a service kill, a charge will be made to the Consumer pursuant to Schedule "D";
- 35.03 If, in the Manager's opinion, a temporary disconnection is inappropriate, a service kill shall be performed at the water main at the owner's expense;
- 35.04 If the water is to be shut off and the meter removed for the purpose of demolition, the property owner shall be responsible for all costs associated with such. If the water cannot be shut off due to a damaged service box or service valve, Aquatera shall excavate to the water service pipe and disconnect the services at the expense of the property owner.
36. Thawing Service
- 36.01 If, in the opinion of the Manager, a private service or the plumbing system connected thereto is frozen, the cost of thawing by Aquatera shall be borne by the Consumer;
- 36.02 If an Aquatera service is frozen and, in the opinion of the Manager, such freezing is a result of a Consumer's negligence, the cost of thawing by Aquatera shall be borne by such Consumer. Otherwise, the cost of thawing shall be borne by Aquatera.
37. Boilers and the Like
- In any case where a steam boiler or equipment of a like nature is supplied directly from a water service, such boiler or other equipment shall be equipped with at least one safety valve, vacuum valve or other device sufficient to prevent collapse or explosion in the event that the water supply is shut off.

**Town of Sexsmith
Bylaw No. 848
Aqatera / Office Consolidated By-law**

38. Request for Water Turn Off and/or On

If a Consumer requires the supply of water to be turned on and/or shut off for his own purposes, such Consumer shall pay a charge pursuant to Schedule “D”.

39. Maintenance of the Water Service

39.01 Aqatera shall, at its expense, maintain the water service from Aqatera main up to the connection with the private service pipe, including the service valve;

39.02 An owner shall, at the owner’s expense, maintain the water service from the owner’s building up to and including the connection with the Aqatera service pipe.

40. Protection of Service Boxes

40.01 Service boxes to buildings under construction shall be protected from damage by the owner from the time the building permit is issued to the time of occupancy;

40.02 At all times during construction, the owner shall keep the service box exposed at final grade level and clearly marked with a blue wooden stake;

40.03 If the service box is damaged prior to the owner occupying the site Aqatera shall be notified by the owner prior to application for a building permit being made.

41. Replacement of Service Boxes

If the installation of a water and sewer service or the repair of a water and sewer service necessitates excavation at the service box, Aqatera may require replacement of the service box by the person doing the installation or repairs. Aqatera will provide a replacement service box at no charge if damage to the service box is not the fault of the owner of the property or the person performing the work. The owner will pay the cost of installing the replacement service box.

42. Verification of Water Service Pressure

Any person installing a new private service pipe is responsible for verifying that adequate water pressure exists at the service valve. If Aqatera is notified at any time after the connection is made that there is a lack of pressure, and upon inspection it is ascertained that the pressure is inadequate, the person who installed the service shall be responsible for the cost of re-excavating the service valve for the purposes of such inspection.

**THE TOWN OF SEXSMITH
BYLAW NO. 848
SCHEDULE "D"
CHARGES**

Where rates have not been established for a particular service Aquatera may establish charges for services provided, all on a cost recovery basis. Without limiting the generality of the foregoing, Aquatera may establish charges for the following:

- service assists during normal business hours;
- service assist outside normal business hours;
- meter accuracy tests;
- service kills;
- temporary water supply and construction meters;
- temporary disconnection of service;
- shut off and turn on of water for benefit of Consumer; clearing of blocked sewer.
- shut off and turn on of water for benefit of Consumer; clearing of blocked sewer, including labour, vehicles and equipment;
- water meter re-sizing;
- herbicidal root foaming of private sewer services;
- electronic location of utility services on private property;
- thawing of private service lines;
- repairs or work related to Aquatera property where damage caused as a result of person's action, including thawing of frozen Aquatera services or mains, and clearing of blocked Aquatera services or mains;
- video inspection of services;
- special meter reading;
- application charges for commencement of a utility account;
- review for resizing meter;
- disconnection of service for non-payment;
- disconnection of service for non-contract
- collection charge;
- after hours callout;
- water meters;
- new meter installation fee;
- AMR connection fee;
- Frozen/damaged water meter
- Dishonoured Payment
- Discharge of wastewater at the wastewater treatment plant.

**THE TOWN OF SEXSMITH
BYLAW NO. 848
SCHEDULE "E"
RATES - GENERAL**

General Rates

Deposit Amounts

1. Residential Consumer - \$75.00 per utility account.
2. Non-residential Consumer - \$300.00 per utility account or the amount estimated by the Manager to be the cost and supply of the utility services to the property over a THREE (3) month period, whichever is greater.
3. Bulk Water - \$75.00 per bulk water account.
4. Interest on deposits - 3% per annum.
5. All consumers may be required to pay an additional deposit amount equal to the amount estimated by the manager to be the cost of supply of utility services to the property or to a bulk water Consumer over a THREE (3) month period as set forth in Schedule A, Section 33.

**THE TOWN OF SEXSMITH
BYLAW NO. 848
SCHEDULE "F"
RATES - WASTEWATER SERVICES**

Consumption Rate

1. In the case of all property connected to the Wastewater Utility and served by the Aquatera water system, unless otherwise provided for in this rate Schedule, when the wastewater is within the limits set out in this Bylaw the following rates are applicable:

Effective March 1, 2009, this rate will be \$0.573 per cubic of water consumed.

Effective January 1, 2010, this rate will be \$0.639 per cubic of water consumed.

Fixed Rate

2. Commencing March 1, 2009 every consumer having a 5/8" water meter shall pay a monthly Fixed Rate of \$4.27.
3. Commencing March 1, 2009 every consumer having a water meter larger than 5/8" shall pay on the basis of a multiple of the 5/8" water meter Fixed Rate as follows:

3/4" meter	=	1.5 times the 5/8" meter	=	\$6.40/month
1 " meter	=	2.5 times the 5/8" meter	=	\$10.67/month
1-1/2" meter	=	5 times the 5/8" meter	=	\$21.35/month
2" meter	=	8 times the 5/8" meter	=	\$34.15/month
3" meter	=	17.5 times the 5/8" meter	=	\$74.71/month
4" meter	=	31.5 times the 5/8" meter	=	\$134.48/month
6" meter	=	70 times the 5/8" meter	=	\$298.85/month
8" meter	=	140 times the 5/8" meter	=	\$597.70/month
10" meter	=	220 times the 5/8" meter	=	\$939.25/month

4. Commencing January 1, 2010 every consumer having a 5/8" water meter shall pay a monthly Fixed Rate of \$4.76.
5. Commencing January 1, 2010 every consumer having a water meter larger than 5/8" shall pay on the basis of a multiple of the 5/8" water meter Fixed Rate as follows:

3/4" meter	=	1.5 times the 5/8" meter	=	\$7.14/month
1 " meter	=	2.5 times the 5/8" meter	=	\$11.90/month
1-1/2" meter	=	5 times the 5/8" meter	=	\$23.80/month
2" meter	=	8 times the 5/8" meter	=	\$38.08/month
3" meter	=	17.5 times the 5/8" meter	=	\$83.30/month
4" meter	=	31.5 times the 5/8" meter	=	\$149.95/month
6" meter	=	70 times the 5/8" meter	=	\$333.22/month
8" meter	=	140 times the 5/8" meter	=	\$666.44/month
10" meter	=	220 times the 5/8" meter	=	\$1,047.26/month

Surcharge

6. If a surcharge is payable under this Bylaw, it shall be calculated and paid on the basis of the latest series of tests made by the Manager pursuant to the provisions of Schedule “B” and such surcharges shall not be changed until a subsequent series of tests indicate that effluent from the premises contain a concentration to which a different surcharge is applicable.
7. In the case of a property connected to the Aquatera Wastewater Facilities, whether or not using Aquatera water, which property discharges wastewater exceeding any or all of the limits set out in Sections 25.07, 25.14 and 25.15 of Schedule “B” of this Bylaw, a charge of N times current Wastewater Consumption Rate, where N is determined by the following formula:

$$N = 1 \text{ plus } \frac{X}{1500} \text{ plus } \frac{Y}{1500} \text{ plus } \frac{Z}{300}$$

Where
N is the multiplier of the standard current Wastewater Consumption Rate
X is the difference between the actual B.O.D. of wastewater in milligrams per litre and 500 milligrams per litre.
Y is the difference between the actual suspended solids of the wastewater in milligrams per litre and 500 milligrams per litre.
Z is the difference between the actual grease of the sewage in milligrams per litre and 100 milligrams per litre.

NOTE: Set to zero if actual concentration less allowable concentration is negative.

Franchise Fee

8. Every Consumer shall pay a Municipal Franchise Fee of ten (10%) percent of the sum of the Consumption Rate and Fixed Rate and any Surcharge applied as described in this Schedule.

**THE TOWN OF SEXSMITH
BYLAW 848
SCHEDULE "G"**

**RATES - WATER SERVICES
SERVED BY GRANDE PRAIRIE WATER SYSTEM**

Consumption Rate

1. Every consumer shall pay for water supplied to him or her an amount determined as follows:

Effective March 1, 2009 this rate will be \$1.092 per cubic meter of water.

Effective January 1, 2010 this rate will be \$1.186 per cubic meter of water.

Fixed Rate

2. Commencing March 1, 2009 every consumer having a 5/8" water meter shall pay a monthly Fixed Rate of \$8.04.

3. Commencing March 1, 2009 every consumer having a water meter larger than 5/8" shall pay on the basis of a multiple of the 5/8" water meter Fixed Rate as follows:

3/4" meter	=	1.5 times the 5/8" meter	=	\$12.07/month
1 " meter	=	2.5 times the 5/8" meter	=	\$20.11/month
1-1/2" meter	=	5 times the 5/8" meter	=	\$40.22/month
2" meter	=	8 times the 5/8" meter	=	\$64.36/month
3" meter	=	17.5 times the 5/8" meter	=	\$140.78/month
4" meter	=	31.5 times the 5/8" meter	=	\$253.40/month
6" meter	=	70 times the 5/8" meter	=	\$563.12/month
8" meter	=	140 times the 5/8" meter	=	\$1,126.24/month
10" meter	=	220 times the 5/8" meter	=	\$1,769.80/month

4. Commencing January 1, 2010 every consumer having a 5/8" water meter shall pay a monthly Fixed Rate of \$8.74.

5. Commencing January 1, 2010 every consumer having a water meter larger than 5/8" shall pay on the basis of a multiple of the 5/8" water meter Fixed Rate as follows:

3/4" meter	=	1.5 times the 5/8" meter	=	\$13.10/month
1 " meter	=	2.5 times the 5/8" meter	=	\$21.84/month
1-1/2" meter	=	5 times the 5/8" meter	=	\$43.68/month
2" meter	=	8 times the 5/8" meter	=	\$69.89/month
3" meter	=	17.5 times the 5/8" meter	=	\$152.89/month
4" meter	=	31.5 times the 5/8" meter	=	\$275.20/month
6" meter	=	70 times the 5/8" meter	=	\$611.55/month
8" meter	=	140 times the 5/8" meter	=	\$1,223.10/month
10" meter	=	220 times the 5/8" meter	=	\$1,922.01/month

Franchise Fee

6. Every Consumer shall pay a Municipal Franchise Fee of ten (10%) percent of the sum of the Fixed Rate and Consumption Rate as described in this Schedule.

No Remote Rate

7. Every Consumer of a property with no outside remote reading device shall pay a monthly rate of \$10.00 per utility account.

Bulk Water Sales Rate

8. Effective March 1, 2009, the Bulk Water Sales Rate will be \$5.88 per cubic meter. Effective January 1, 2010, the Bulk Water Sales Rate will be \$6.39 per cubic meter.

**THE TOWN OF SEXSMITH
BYLAW NO. 848
SCHEDULE "H"
DEFAULT NOTICE**

TO: _____

According to the records of Aquatera, you are the Owner or Contractor of a Building Project as defined in the Town of Sexsmith-Aquatera Utility Bylaw on:

LOT _____ BLOCK _____ PLAN _____, municipally known as _____.

It has been reported that the Utility Bylaw has been breached and you are hereby ordered and directed to:

Failure to comply with this Default Notice within twenty-four (24) hours of service upon you makes you liable to a fine of not less than \$500.00 and not more than \$2,500.00.

DATED at the Town of Sexsmith, Alberta, this ____ day of _____, 20____.

MANAGER
AQUATERA