

BY-LAW NO. 191-09
SUMMER VILLAGE OF NORGLENWOLD
IN THE PROVINCE OF ALBERTA, CANADA

Being a bylaw of the Summer Village of Norglenwold, in the Province of Alberta, to provide for the regulation, operation and maintenance of a waste water system in the Summer Village, and the levying of rates and charges thereof.

WHEREAS by virtue of the power conferred upon it under the Municipal Government Act, R.S.A. 2000 c.M-26, as amended, the Council of the Summer Village of Norglenwold, duly assembled, enacts as follows:

1. TITLE

1.1 This Bylaw may be referred to as the "Wastewater System Bylaw" of the Summer Village of Norglenwold.

2. INTERPRETATION

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

- (a) "Billing Period" means Yearly Billing Period.
- (b) "Building" means any structure used or intended for supporting or sheltering any use or occupancy;
- (c) "Council" means the Council of the Summer Village of Norglenwold;
- (d) "Customer" means any Person to whom the Municipality supplies Utility Services, and shall be deemed to be:
 - i) the occupant, in a situation where the occupant is the registered owner or purchaser of a Building or lot or part of a lot; or
 - ii) in a situation where the occupant is a Person other than the registered owner or purchaser of a Building or lot or part of a lot:
 - (A) the registered owner or purchaser, where:
 - the registered owner or purchaser entered into a written agreement with the Municipality for the supply of Utility Services; or
 - (B) the occupant in all cases other than contained in subsection (A) above;
- (e) "Due Date" means the date set out in the invoice of the Municipality by which a Utility Charge shall be paid. The Due Date will be set by resolution of council and shall be within the Billing Period and if the due date falls on a day other than a business day, the prior business day;
- (f) "Highway" means any thoroughfare, street, road, trail, avenue, parkway, driveway, viaduct, lane, alley, square, bridge, causeway, trestle way or other place, whether publicly or privately owned, any part of which the public is ordinarily entitled or permitted to use for the passage or parking of Vehicles, and includes:
 - (A) a sidewalk (including the boulevard portion of the sidewalk);
 - (B) if a ditch lies adjacent to and parallel with the roadway, the ditch; and

- (C) if a Highway right of way is contained between fences or between a fence and one side of the roadway, all the land between the fences, or all the land between the fence and the edge or the roadway, as the case may be, but
- (ii) does not include a place declared by the Lieutenant Governor in Council not to be a Highway;
- (g) "Interceptor" means a device approved by the Municipality and designed to prevent oil, grease, sand, or other Matter from passing from the source into the Wastewater System;
- (h) "Manure" means animal waste;
- (i) "Matter" means any solid, liquid or gas;
- (j) "Municipality" means the Summer Village of Norglenwold;
- (k) "Nuisance" means any act, deed, omission or thing, which is, or could reasonably be expected to be annoying, troublesome, destructive, harmful, inconvenient, unsanitary, unsightly, unsafe or injurious to another Person and/or another Person's property;
- (l) "Outstanding Account" means any Utility Charges (or any portion of) for which the Municipality has not received payment on or before the Due Date;
- (m) "Person" means a natural Person, body corporate, proprietor, association, society or partnership;
- (n) "pH" means the logarithm of the reciprocal of the weight of hydrogen ions in grams per litre of solution and denotes alkalinity or acidity;
- (o) "Premises" means any land or Building on land or both or any part thereof within the Municipality;
- (p) "Prohibited Waste" means:
- i) liquid waste, dead animals or dead animal parts, petroleum products, industrial residue, discarded furniture, automobile parts, major appliances, sod, concrete, soil, inflammable waste, explosive waste;
 - ii) biological waste, hazardous, pathological waste and radioactive waste as defined pursuant to the Public Health Act and its Regulations;
 - iii) hot or warm Ashes; and
 - iv) any other Matter, the collection of which may be potentially dangerous or may potentially damage all or any part of the Wastewater System
- (q) "Reconnection Charge" means the fee established by Council resolution from time to time for reconnecting a Customer to the Existing Wastewater Service;
- (r) "Refuse" means all putrescible materials resulting from the handling, preparation, cooking, consumption and storage of food, along with the following materials: fat, oil, grease, broken dishes, tins, glass, rags, cast-off clothing, waste paper, excelsior, cardboard, sawdust, food containers, grass cuttings, plastic, shrubbery and tree prunings, weeds and garden waste; but does not include manure, tree stumps, roots, turf, earth, furniture, major household appliances, discarded auto parts or Building Waste;

- (s) "Release" means to directly or indirectly spill, discharge, spray, inject, inoculate, abandon, deposit, leak, seep, pour, drain, emit, empty, throw, dump, place or exhaust either intentionally or unintentionally;
- (t) "Service Connection" means that portion of a connection to a Wastewater connection that lies between the property line and the Building.
- (u) "Summer Village" means the Summer Village of Norglenwold, as identified by the Municipality from time to time;
- (v) "Utility Charges" means the fees imposed by the Municipality for Utility Services pursuant to this Bylaw;
- (w) "Utility Services" means the Municipality's Wastewater System;
- (x) "Vehicle" means a device in, on or by which a Person or thing may be transported or drawn on a Highway;
- (y) "Waste" means any discarded or abandoned organic or inorganic material which the owner or possessor thereof does not wish to retain for any purpose, or which being Ashes, Garbage, Refuse or trade refuse, health regulations or the amenities of the area in which it exists, require to be removed;
- (z) "Wastewater" does not include groundwater, sump water, eaves trough water or surface water;
- (aa) "Wastewater System" means any of the Municipality's works for the collection, transmission, treatment or disposal of Wastewater, or any part of such system;

3. DELEGATION OF AUTHORITY

- 3.1 The Administrator is hereby authorized to do all things necessary in order to fulfill the Administrator's authority under this Bylaw.
- 3.2 The Administrator:
 - (a) or any municipal employee or agent requested by the Administrator may enter at all reasonable times on or into a Premises on which the Customer was or is supplied with Utility Services, for the purpose of installing, maintaining, removing or replacing any fittings, wires, machines, apparatus, pipes or other things that are the property of the Municipality; and
 - (b) may otherwise inspect, construct and maintain all works, wells, pipes, poles, erections and machinery requisite for any Utility Service vested in the Municipality.
- 3.3 Any Person who considers themselves to be aggrieved by a decision of the Administrator may appeal the decision to Council;
 - (a) An appeal shall be made within thirty (30) days of receipt of the Administrator's decision;
 - (b) All appeals shall be in writing addressed to the Municipality's Chief Administrative Officer; and
 - (c) The Council's decision respecting an appeal shall be final and binding.
- 3.4 The Administrator or any municipal employee or agent requested by the Administrator, may perform all construction, maintenance, sampling tests, inspections, repairs, placement settings, or alterations with respect to any utility, pipe, wire connection or tap within the Municipality's authority.

4. WASTEWATER SYSTEM AND CHARGES

- 4.1 No Person shall without the prior written approval of the Administrator, discharge or deposit or cause or permit the discharge or deposit of the following Matter into the Wastewater System:
- (a) Matter which because of its type, temperature, quality or quantity, may be or may become a health or safety hazard to any Person or which may be or may become harmful to a Wastewater System of the operation thereof, or which may cause the Wastewater System's effluent or operation to contravene any federal, provincial or municipal legislation, including an approval, requirement, direction or other order issued by Alberta Environmental Protection or other enforcing agency, with respect to the Wastewater System or its discharge;
 - (b) Matter that may cause a toxic offensive odor to emanate from a Wastewater System;
 - (c) Subsurface drainage, including weeping tile, down spout and sump pump drainage;
 - (d) Hauled Wastewater;
 - (e) Matter that is a solvent or petroleum derivative including, but not limited to gasoline, benzene, naphtha or fuel oil;
 - (f) Matter that is or that contains carbon bisulfide, hydrogen sulfide, ammonia, trichloroethylene, sulfur dioxide or formaldehyde;
 - (g) Matter containing dyes or coloring material, or which upon reaction with other Matter will significantly discolor the effluent in the Wastewater System;
 - (h) Matter containing any manure, intestinal contents from horses, cows, sheep, swine or any other fish or animal, stomach casings, fish scales, bones, hard bristles, hides, manure, poultry entrails, feet or feathers, and flesh or hair resulting from hide processing operations;
 - (i) Matter consisting of or containing ashes, cinders, sand, mud, straw, metal shavings, glass, rags, tar, plastic or wood;
 - (j) Matter having a temperature exceeding one hundred and fifty (150) degrees Fahrenheit or sixty-five and one-half (65.5) degrees Celsius;
 - (k) Matter which will create tastes or odors in drinking water making such waters unpalatable after conventional water purification treatment;
 - (l) Waste originating from a source outside the Municipality's boundaries;
 - (m) Matter from any holding or septic tank, other than a manufactured home holding tank
 - (n) Matter into a manhole or other opening in the Wastewater System other than through the works from the Premises on which the Wastewater is generated;
- 4.2 Where the Municipality has agreed to permit the discharge or deposit of Matter referred to in Section 4.1 above, the Municipality may require the Person to enter into an agreement relating to the discharge or deposit, and the agreement may include all terms beneficial to the Municipality. The Person shall indemnify and save harmless the Municipality from all costs and damages relating to the discharge or deposit;
- 4.3 Any Person who Releases or causes or permits the Release into any Wastewater System of any Matter contrary to Section 4.1 above, shall:

- (a) notify the Municipality immediately upon becoming aware of the Release;
 - (b) provide information respecting the Release, to the satisfaction of the Municipality; and
 - (c) be liable for all costs incurred by the Municipality with respect to the Release for containment, sampling, testing, removal, cleanup, disposal and any other related activity.
- 4.4 All Customers of Premises consisting of restaurant, garages, gasoline or service stations and vehicle and equipment washing establishments shall install and maintain Interceptors.
- 4.5 Customers of Premises other than those referred to in Section 4.4 above shall install and maintain Interceptors at the Administrator's direction.
- 4.6 The Customer shall ensure that any Interceptor shall be of a type and capacity approved by the Administrator, and shall be located in such a manner as to be readily and easily accessible for the purposes of cleaning and inspection.
- 4.7 Where Matter must be pre-treated in order to comply with the requirements of Section 4.1, such pre-treatment shall:
- (a) be at the sole cost of the Customer; and
 - (b) be through a method approved by the Municipality.
- 4.8 All Customers receiving Wastewater System Services pursuant to this Bylaw shall pay the Utility Charges set by Council resolution, as amended from time to time.
- 4.9 A Customer is deemed to be receiving Wastewater System Services unless exempted pursuant to Section 6.

5. PROTECTION OF UTILITY SERVICES

- 5.1 No Person shall break, damage, destroy, deface, tamper or cause or permit the breaking, damaging, destruction, defacing or tampering with any part of the Utility Services or any permanent or temporary device installed in the Utility Services for the purpose of measuring, sampling, or testing of Matter in the Utility Services. Any Person who does perform such acts shall be liable for any damage incurred.
- 5.2 Subject to Section 8.1, the Municipality may discontinue supplying Utility Services to a Premises where:
- (a) the Municipality believes that there is a breach of this Bylaw at that Premises;
 - (b) the Customer of the Premises has breached a provision of this Bylaw;
 - (c) the Premises is or appears to be abandoned; or
 - (d) in emergency situations, or where necessary to protect the integrity of the Utility System.
- 5.3 The Municipality may post a sign on the Premises at least twenty-four (24) hours prior to discontinuing the supply of Utility Services or preventing access to the Utility Services on the Premises pursuant to this Bylaw, advising that access to Utility Services may be discontinued or prevented and that there may be a health risk to Persons entering the Premises.
- 5.4 Whenever the Municipality determines that a Release from any Premises is contrary to this Bylaw, the Municipality, in addition to any other provisions in this Bylaw, may require the Customer to:

- (a) install and maintain a device to detect the presence of a Release contrary to this Bylaw; and
 - (b) notify the Municipality of a detection of a Release contrary to this Bylaw, and to provide all information to the Municipality's satisfaction.
- 5.5 No Person shall supply false information or make inaccurate or untrue statements in a document or information required to be supplied to the Municipality pursuant to this Bylaw.
- 5.6 Any authority or activity to be performed by the Municipality may be performed by the Administrator or any other Person designated by the Administrator, including a servant, agent or employee of the Municipality.
- 5.7 The Municipality shall have reasonable access to any Premises receiving Utility Services and, without restricting the generality of the foregoing, this access shall include:
- (a) entering the Premises to construct the service connection, or to maintain or repair the service connection for the Wastewater System if the Municipality is not satisfied with the maintenance or repair of the service connection and the Customer has failed to comply with the Municipality's instructions;
 - (b) entering the Premises in an emergency situation;
 - (c) entering the Premises to construct, maintain or repair any part of the Utility Services owned by the Municipality;
 - (d) entering the Premises to ensure that the provisions of this Bylaw are complied with;
 - (e) entering the Premises to deliver a notice pursuant to this Bylaw; and
 - (f) entering the Premises where otherwise contemplated by this Bylaw, or the Municipal Government Act

6. INSTALLATION WASTEWATER CONNECTIONS

WASTEWATER

- 6.1 The owner of any land abutting on any road or easement wherein there is a Wastewater main now existing or hereafter located shall:
- (a) in any Building, and between the Wastewater main and any Building (including a Wastewater service line) establish connections with the Wastewater System, and any other apparatus and appliances required to ensure the proper sanitary condition of the Building and Premises. The Wastewater service shall be constructed by the Municipality, at the Customer's expense. The construction costs payable to the Municipality by the Customer shall be paid in accordance with the terms of the Service Agreement between the Customer and the Municipality, and Schedule "A" of this Bylaw. The Customer shall be responsible for acquiring all municipal, provincial or federal permits and inspection of the installation and connection to the Wastewater System.
 - (b) discontinue the use of other wastewater systems including any water closets or privies, with exception to those wastewater systems which Council has granted a three (3) year exemption.
- 6.2 The owner, as a term of supplying Wastewater Services to the parcel of land, is responsible for the maintenance and repair of those portions of the service connection both:
- (a) above, on, or under the parcel; and

- (b) from the main line of the Wastewater System to the boundary of the road or easement.
- 6.3 Any person receiving Wastewater Services pursuant to this Bylaw shall:
- (a) enter into a Utility Service Agreement with the Municipality prior to receiving Utility Services. The Utility Services Agreement shall be in the form attached as Schedule "B" to this Bylaw; and
 - (b) pay the costs of construction at the time of installation or in accordance with the schedule provided at Schedule "A".
- 6.4 If the owner fails, neglects or refuses to comply with section 7.1 through 7.5 within three (3) years of the enactment of this Bylaw, or within three (3) years of the construction of the Wastewater System within the abutting street, public place, or road, where construction takes place after the enactment of this Bylaw, the Municipality may enter onto the Land or Building, erection or structure concerned and make the connection or installation, at the expense of the owner.
- 6.5 The owner of a parcel on land for which a service connection for any aspect of the Utility Services is located shall ensure that the works are protected from damage, including freezing.
- 6.6 Where the owner is required to perform any work within lands owned or controlled by the Municipality (including a road or easement) the owner shall contact the Administrator prior to performing such work, remediate the lands to the satisfaction of the Administrator, and perform the work according to the terms specified by the Administrator.
- 6.7 The Municipality shall incur no liability by reason of failure respecting provision of Utility Services, nor shall it be liable for loss, costs, or damage to persons or property arising or resulting from the supply or use of the Utility Services. The owner shall be responsible for all damages or blockages to lines and equipment on the owner's parcel (and that portion of the Wastewater Service connection between the main and the boundary of the road or easement) due to his or his agent's negligence. The Municipality is not liable for any failure to supply Utility Services for any reason whatsoever, including interruption of supply.
- 6.8 Full compliance with this section is a condition and term of supplying Utility Services to that Premises.
- 6.9 Where the owner of land pursuant to this section is also the Customer of the Premises, the charges imposed pursuant to this section shall be deemed to be a Utility Charge.
- 6.10 Nothing in this Bylaw precludes the Municipality from requiring the installation of Utility Services pursuant to the Municipal authority prescribed in Part 17 of the Municipal Government Act , or in another enactment.

7. UTILITY CHARGES

- 7.1 The Municipality shall levy Utility Charges on all Premises. Utility Charges imposed shall be set by Council resolution, and may be amended from time to time.
- 7.2 The Municipality shall levy Utility Charges for all Premises on a yearly basis.
- 7.3 A Customer is not relieved from paying Utility Charges by reason of non-receipt of a Utility Account, whatever the reason for non-receipt.
- 7.4 A Customer shall pay the applicable Utility Charges on or before the Due Date at the Municipality's administration office.
- 7.5 Any Customer to whom Utility Services have been shut off or discontinued at the request of the Customer or for committing a breach of this Bylaw shall, upon

having paid any Utility Charges owing, and upon requesting the Municipality to restore Utility Services, pay to the Municipality a Reconnection Charge set by Council resolution, as amended from time to time.

- 7.6 Outstanding Accounts for current Utility Charges will be assessed a one time interest charge of ten per cent (10)% and any interest charge is deemed to be a Utility Charge.

8. ENFORCEMENT

- 8.1 Enforcement of rectification of breaches of this Bylaw, including enforcement of payment of Outstanding Accounts may be undertaken by the Municipality by any or all of the following methods:
- (a) action in the court of competent jurisdiction;
 - (b) shutting off any or all of the Utility Services being supplied to the Customer as the Premises or otherwise discontinuing the service thereof, provided that the Municipality has attempted to provide the Customer with at least seven (7) days notice by mail or at least a twenty-four (24) hour notice posted at the Premises.
- 8.2 Every Person who contravenes any provision of this Bylaw is guilty of an offence and on conviction, is liable for a fine as set out at Schedule "C" to this Bylaw.
- 8.3 No Person who is convicted for an offence pursuant to this Bylaw is liable to imprisonment.
- 8.4 Compliance with this Bylaw is a condition of providing services to the premises; if the use of Utility Services at a Premises does not comply with this Bylaw, the Municipality may pursue its enforcement options as set out at section 8.1.
- 8.5 If payment is remitted for part but not all of the Utility Charges owing, payment shall (unless otherwise agreed to by the Administrator) be applied to that portion of the Utility Charges outstanding the longest, regardless of any wish by the Customer to apply payment to any portion of the Utility Charges owing.
- 8.6 Where the owner of a parcel is a Customer, the Administrator may add any Outstanding Account to the tax roll for the parcel.

GENERAL

- 8.7 This Bylaw shall come into force and effect on third and final reading.
- 8.8 If any provision of this Bylaw is declared or held to be invalid, that provision shall be deemed to be severed, and the remainder of the Bylaw shall remain in force and effect.

READ a first time this 30th day of January, 2009.

READ a second time this 27th day of March, 2009.

READ a third time and passed this 22nd day of May, 2009.

Mayor

Administrator

SCHEDULE A

UTILITY RATES AND INSTALLATION COSTS

1.0 SUMMER VILLAGE OF NORGLLENWOLD

WASTEWATER BILLING RATES:

(a) Wastewater Connection Fee \$ _____

2.0 SUMMER VILLAGE OF NORGLLENWOLD

WASTEWATER BILLING RATES:

2.1 Annual Payments

- (a) Yearly Wastewater Rate Developed Properties \$ 300/year 2010
Undeveloped Properties \$ 144/year 2010
- (b) Percent charged for undeveloped lots or approved 3 year exemption period in accordance to clause 6.4 _____%

3.0 WASTEWATER INSTALLATION COSTS

- 3.1 The customer must enter into a Utility Service Agreement with the Summer Village.
- 3.2 The customer is responsible for obtaining all necessary permits to undertake construction.
- 3.3 The customer is responsible for all costs for future connection to the main line which includes remediation of and damages to landscape, undeveloped ditches and roadways.

SCHEDULE B

UTILITY SERVICE AGREEMENT

This AGREEMENT made effective the _____ day of _____, 20__

BETWEEN:

SUMMER VILLAGE OF NORGLNWOLD
(Hereinafter called the "Summer Village")

OF THE FIRST PART

-AND-

(Hereinafter called the "Owner")
(As stated on the Tax Roll)

OF THE SECOND PART

1. The Owner hereby agrees to become a Customer for the following service:
 - a) Wastewater Service _____
2. The Summer Village agrees to sell and deliver, so far as is practicable for the Summer Village to do so, and the Owner will purchase from the Summer Village, the Owner's entire need for the utilities indicated above.
3. The utility services are to be provided to the following location:

Civic Address:

Legal Land Description:

4. The Owner agrees to pay for utilities installed and used, and services rendered at rates and on such terms as are outlined in Schedule "A" of the Summer Village of Norglenwold Utility Bylaw 191-09, as amended from time to time.
5. Services will be discontinued in accordance with requirements of the Summer Village's Utility Bylaw 191-09 and related policies, including nonpayment of accounts, if an outstanding bill is three months in arrears or if the account is not paid in full upon termination. A Reconnection Charge will be charged by the Summer Village and must be paid prior to utilities being restored. The Owner agrees to abide by the terms of the Summer Village Utility Bylaw 191-09, which may be amended from time to time, and the terms of which form a part of this Agreement.
6. The Bylaw may be viewed at the Summer Village Office. The rates for Utility charges are set by Council Resolution and may be amended from time to time.
7. Utility Charges for Wastewater will be billed annually whether or not Utilities are actually consumed. The Summer Village must obtain a request for disconnection from the Owner in writing in order to discontinue billing these charges. A Reconnection Charge will be charged by the Summer Village and must be paid prior to utilities being restored.

- 8. The Owner understands and hereunder agrees that any unpaid utility bills or connection fees may be added to the tax roll for the property as an uncollected amount.
- 9. The addresses of the parties to which all communications, notices or bills shall be addressed or served and to which all payments shall be made is as follows:

**Summer Village of Norglenwold
 90B Hewlett Park Landing
 Sylvan Lake, Alberta T4S 2J3
 TelepHone: (403) 887-2822
 Fax: (403) 887-2897
 email: fivesv@telusplanet.net**

And for the Owner:

The information on this form is being collected for the purpose of a municipal operation or activity under the authority of the Freedom of Information and Protection of Privacy Act, Section 32(c). This information will be used at the discretion of the Summer Village and may be released to the public. For more information contact: the Summer Village of Norglenwold at the above address.

- 10. I have read and agree to the information outlined in this agreement.

WITNESS

OWNER

SUMMER VILLAGE OF NORGLNWOLD

MAYOR

MUNICIPAL ADMINISTRATOR

FINES**1.0 FINES**

- (c) Any person who contravenes any provision of the Bylaw by doing any act or thing that is prohibited, or by failing to do any act or thing that is required is guilty of an offence and liable upon summary conviction:
 - i) To pay a fine of not less than \$200.00 and not more than \$5000.00