

**SUMMER VILLAGE OF BIRCHCLIFF  
SANITARY SEWAGE BYLAW  
BY-LAW 192-16**

**A BYLAW OF THE SUMMER VILLAGE OF BIRCHCLIFF, IN THE PROVINCE OF ALBERTA, TO REGULATE THE CONNECTIONS AND OPERATIONS OF THE SANITARY SEWAGE COLLECTION SYSTEM IN THE SUMMER VILLAGE OF BIRCHCLIFF.**

Being a Bylaw of the Summer Village of Birchcliff to provide for the connection to and provision of sewage services to residents of the Summer Village of Birchcliff.

WHEREAS The Municipal Government Act, R.S.A. 2000, c. M-26 provides a Municipal Council with the authority to pass bylaws respecting public utilities;

NOW THEREFORE the Council of the Summer Village of Birchcliff in the Province of Alberta, duly assembled, hereby enacts as follows:

**1 TITLE AND GEOGRAPHIC SCOPE**

- 1.1 This Bylaw may be referred to as the "Summer Village of Birchcliff Sanitary Sewage Bylaw".
- 1.2 This Bylaw shall only be applicable within the boundaries of the Summer Village of Birchcliff, as depicted in Schedule "A" attached hereto.

**2 DEFINITIONS AND INTERPRETATION**

2.1 In this Bylaw:

- a) "Backflow" means the reversal of flow of any water, wastewater, or any other liquid, chemical from the designed flow direction.
- b) "Council" means the Council of the Summer Village of Birchcliff.
- c) "Municipal wastewater systems" means the sewage system authorized by Section 4.0 of this Bylaw.
- d) "Customer" means any person who is the Owner or occupant of any premises connected to or provided with utility services pursuant to this Bylaw.
- e) "Customer Point of Connection" means the location of the curb stop at or near a property line of a parcel or land.
- f) "Chief Administrative Officer" means the Chief Administrative Officer for the Summer Village of Birchcliff or his or her delegate.
- g) "Minimum Rate" means the rate established in Schedule "B" of this Bylaw.
- h) "Owner" means the registered Owner of land and includes the purchaser thereof, and where the context so requires the Owner of the land receiving goods or services pursuant to this Bylaw.
- i) "Person" means a human being, a corporation or other legal entity.
- j) "Service Connection" means that portion of the Summer Village sanitary system that runs from the main line of the system to a building or other place on a parcel of land for the purpose of providing sewage disposal services.

k) "Equivalent Dwelling Unit (EDU) – determined using the design volume for sewage systems Appendix "A" of the Sanitary Collection System Business Plan.

2.2 The Preamble and Schedules attached to this Bylaw form part of this Bylaw.

2.3 In this Bylaw the reference to the male gender shall include the female, and the singular shall include the plural and vice versa.

2.4 Where a word or term in the Bylaw is defined by this Bylaw, derivatives of that word or term shall be interpreted to have the same general meaning as the defined word or term, as the context may require.

### 3 DELEGATION OF AUTHORITY

3.1 Council hereby delegates to the Chief Administrative Officer authority to do all things necessary in order to fulfill the responsibilities and duties of the Summer Village with respect to the delivery of utility services under the Municipal Government Act and this Bylaw. The Summer Village Chief Administrative Officer is responsible for the operation of the sewage system in accordance with:

3.1.1 Provincial and Federal Statutes and Regulations

3.2.2 This Bylaw and related Regulations

3.2 The Summer Village Chief Administrative Officer may delegate to one or more Summer Village employees any of the duties hereby delegated to the Summer Village Chief Administrative Officer.

### 4. SEWAGE WORKS

4.1 The Summer Village is hereby authorized to operate a sanitary sewage collection and disposal system for the purposes of supplying parcels of land within the Summer Village of Birchcliff sewage disposal services.

4.2 No person except the Summer Village may operate a sewage disposal system in the Summer Village except as permitted by this bylaw or as specifically authorized in writing by the Summer Village Chief Administrative Officer.

4.3 Provided that infrastructure forming part of the Summer Village sanitary collection system are located within a road, easement, public utility lot or other property controlled by the Summer Village, the Summer Village Chief Administrative Officer may require the Owner of an adjacent property to provide or pay for a service connection from that adjacent property to the main line of the Summer Village wastewater system, and, if that adjacent property is connected to any other sewage disposal system to disconnect from that sewage disposal system and connect to the Summer Village's sewage system.

4.4 All Owners of premises located within the Summer Village of Birchcliff shall connect to the Summer Village wastewater system.

4.5 All Owners of premises located within the Summer Village from which sewage is generated as of the date of passage of this Bylaw shall connect to the Summer Village wastewater system on or before October 31, 2018.

4.6 The Summer Village may give to an Owner of premises located within the Summer Village who fails to connect to the Summer Village Wastewater System by October 31, 2018, a notice requiring the Owner to connect to the

Summer Village Wastewater System within the time period specified by the Summer Village, which period shall not be less than 30 days. If an Owner fails to carry out the required steps and actions to the satisfaction of the Summer Village within the specified time period, the Summer Village may enter onto the lands in question and take the necessary actions, including construction of the service connection, at the owner's expense.

- 4.7 All Owners of premises located within the Summer Village of Birchcliff will be required to pay a local improvement levy as per the terms and conditions set out in the Local Improvement Bylaw #177-13.

## 5 OPERATION OF SEWAGE WORKS

- 5.1 The Installation of all sewage mains, service connections and related facilities shall be in accordance with the standards and specifications set out in the Lacombe County's Standards Manual (current edition) as updated from time to time.
- 5.2 Where the Summer Village undertakes work pursuant to this Bylaw the costs to be charged to and to be payable by the Owners or Customers, shall be calculated in accordance with costs and charges as set out in Schedule "C" of this Bylaw, or in the event that the charges are not specifically contemplated by Schedule "C", in such amounts as the Summer Village Chief Administrative Officer may deem appropriate having regard to Schedule "C".
- 5.3 Each lot or parcel and each principal building or occupancy, shall be provided with separate service connection where feasible.
- 5.4 No Person shall install a service connection without making an application for approval of such installation to the Summer Village, and obtaining approval of such service.
- 5.5 No service connection shall be installed until a development or servicing agreement is signed by the Owner in form satisfactory to the Summer Village Chief Administrative Officer.

## 6 SYSTEM EXTENSIONS AND INSTALLATION OF SERVICE CONNECTIONS.

- 6.1 Provision of service connections to the Summer Village Wastewater System.
- 6.1.1 Owners or their agents shall submit sewage service connection line design plans from a licensed plumbing contractor and inspected by the Summer Village of Birchcliff, to the Summer Village for review and approval prior to the start of service connection construction. Each service connection must have an outside curb stop readily available near the front property line and other wise comply with the Summer Village standards.
- 6.1.2 The Summer Village may require changes to service connection line design to ensure acceptable standards in design, materials and construction.
- 6.2 Service Connections on Summer Village Property or Owner's Property
- 6.2.1 The Owner of a property is responsible for all costs of constructing or installing service connections which service the Owner's property, regardless of whether within the Owner's property, or within the Summer Village owned or controlled property.

- 6.2.2 The Summer Village may install the service connection lines within the Summer Village property to the Owner's property boundary only and shall charge the Owner of the property for those costs in accordance with Schedule "C".
  - 6.2.3 The Summer Village may cause the installation of service connections to be performed by a private contractor at the cost of the Owner of lands for which the service connection is installed.
  - 6.2.4 An Owner shall be responsible to arrange and pay for the laying of service connections within his or her own property.
  - 6.2.5 If an Owner fails to carry out and install a service connection as required by this Bylaw, the Summer Village may install such service connection on the Owner's property, at the Owners expense.
- 6.3 Owner provided service connections.

- 6.3.1 Where the Summer Village does not install the service connection lines the Summer Village shall have the right of inspection.
- 6.3.2 The Owner shall advise the Summer Village of the time of installation of a service connection and shall allow the Summer Village reasonable opportunity to inspect the installation for conformance to the Summer Village standards and specifications.
- 6.3.3 Persons excavating for installation of service connection lines shall not backfill until a request for inspection has been made to the Summer Village and the Summer Village has done an inspection and approved the installation.
- 6.3.4 When making a request for an inspection, two working days (48 hours) notice will be required by the Summer Village and inspection will only be done during Summer Village regular hours.
- 6.3.5 Persons backfilling before requesting and receiving an inspection may be required by the inspector to dig out and expose the service connection lines at the Owner's cost so that a proper inspection can be done.

6.4 Summer Village repairs to the service connections

- 6.4.1 The Summer Village shall be responsible for the maintenance and repair of the service connection line located on the Summer Village lands including the thawing of frozen lines from the main up to and including the curb stop valve.
- 6.4.2 Should the damage to the service connection line be caused by the negligence or improper action of the Owner or Customer or those for whom they are responsible, the costs for repairing or thawing lines and curb stop valve will be charged to the Owner.

7. REPAIR AND MAINTENACE OF SERVICE CONNECTIONS

- 7.1 An Owner shall be responsible for the maintenance and repair of the portion of the service connection located within his own property.
- 7.2 Repair of service connection located on Owner's property:
  - 7.2.1 Where the exact location of a problem cannot be determined to be either clearly within Summer Village lands or on private property, the Summer Village may undertake to determine the location of the problem.

7.2.2 If a problem exists within the Summer Village lands, the Summer Village will continue to complete repairs; and

7.2.3 If the problem is found to exist on private property the Owner shall be responsible for the costs incurred by the Summer Village to that point and shall be responsible for the completion of the repairs.

7.3 Where the Owner undertakes the repair of a service connection on his own property and find that the problem exists on the portion of line for which the Summer Village is responsible, the Summer Village may complete the repairs.

7.4 The Owner or occupant of a property shall ensure that the sewer service curb stop valve remains accessible and exposed. Where the Owner or occupier damage or causes the curb stop valve to become inoperative, the Owner shall be responsible for repair or replacement costs incurred by the Summer Village.

7.5 Any obstructions restricting access to the sewer curb stop will be removed. Removal of these obstructions shall be at the cost of the Owner.

7.5 The Owner shall be responsible for clearing any blockages in the portion of the sewage service connection from a building to the sewer curb stop.

## **8 RATES, BILLING AND COLLECTION**

8.1 The rates to be charged to Customers for the disposal of wastewater to the Summer Village Wastewater System are prescribed in Schedule "B" of this Bylaw.

8.2 A utility bill showing actual or estimated amounts for all service charges to the Customer shall be prepared and delivered annually. The wastewater service charges and any other charge authorized by a Bylaw of the Summer Village of Birchcliff may be combined on a single Customer bill, but each charge shall be shown separately.

8.3 No reduction in rates or charges shall be made for any interruption of wastewater services during a billing period.

8.4 Where an Owner wishes to obtain wastewater services, he shall make application to the Summer Village. Applications for wastewater services may only be made by an Owner.

8.5 Owners opening a new account who are indebted to the Summer Village for utility services previously supplied shall not be entitled to receive utility services until payment of such outstanding account has been made in full.

8.6 All utility bills are due and payable upon receipt of billing with payment to be made at the Summer Village of Birchcliff office or at such other place as may be designated from time to time by the Summer Village Chief Administrative Officer.

8.7 Non-receipt of a utility bill shall not exempt the Customer from payment of the services rendered.

8.8 Any wastewater account balance which remains unpaid after the last day of the month in which the Summer Village office is regularly open shall have added to their account a late payment fee as specified in Schedule "C" based on the combined account balance including other services and charges included on the utility bill by the Summer Village of Birchcliff.

- 8.9 Where a utility account has been outstanding for a period of sixty (60) days, a notice shall be mailed to the Customer and the registered Owner of the property if the Customer is not the registered Owner, warning that wastewater service may be shut off unless full payment of the account is received within (7) seven days of the notice. If payment is not received within the seven (7) day period, the Summer Village may (but is not required to) hand deliver, or post a final notice on the property, warning the wastewater services shall be shut off unless full payment of the account is received within two (2) days of the final notice. Payment must be made by cash, certified cheque, debit card or internet banking, failing which, services may be disconnected.
- 8.10 Where utility services have been shut off for non-payment of a utility account in accordance with Section 8.15, the sewer service shall not be turned on until such time as the account, including penalties and a reconnection fee as prescribed in Schedule "C" has been paid. Payment must be by cash, certified cheque, debit card or internet banking.
- 8.11 Notwithstanding Section 8.15, where the Customer is unable to pay the entire amount of the outstanding utility account the Summer Village Chief Administrative Officer may, upon negotiation of a satisfactory repayment schedule, postpone the shut-off of wastewater services.
- 8.12 Where a utility account or other charges under this Bylaw remain unpaid, the Summer Village Chief Administrative Officer may add the unpaid utility or other charges to the tax roll account of the property.
- 8.13 The Summer Village Chief Administrative Officer may undertake collection of any unpaid utility accounts by any means provided by the law.
- 8.14 Any person wishing to discontinue receiving wastewater services from the Summer Village shall give two (2) working days' notice of the same to the Summer Village office, otherwise the rates will continue until such notice is given or the wastewater service is turned off.
- 8.15 Where wastewater service is to be discontinued a final billing will be calculated on a prorated basis from the date of the last billing to the date of discontinuance of service.

9. GOVERNING THE PROVISION AND USE OF THE WASTEWATER SYSTEM

- 9.1 Except where authorized by the Summer Village in writing no Person shall open, close or interfere with any manhole or valve connected to the Summer Village wastewater system.
- 9.2 The Summer Village may shut off wastewater at the curb stop valve, in which case no person shall turn on or attempt to turn on the wastewater except where authorized by the Summer Village in writing.

10. RESTRICTED MATERIALS

- 10.1 No Person shall connect, cause to be connected, or allow to remain connected to the Summer Village Wastewater System any piping, fixture, fittings, container or appliance, in a manner which under any circumstances, may allow contaminated or polluted water, wastewater, including but not limited to those substances and limits described in Schedule "E", or any other liquid, chemical or substance to enter the Summer Village wastewater system.

- 10.1.1 The Summer Village Chief Administrative Officer may issue such order or orders to the Owner of the property as may be required to ensure compliance with Article 11 of this Bylaw.
- 10.2 No Person shall throw, deposit or leave in or upon the Summer Village wastewater system or any sewer, trap, grating, drain, or manhole connected therewith, any material that may cause blockage of the Summer Village wastewater system, including its mains or service connections.
- 10.3 No Person shall discharge into the Summer Village wastewater system or any sewer, trap, drain or manhole connected therewith, any liquid or liquids that would prejudicially affect the Summer Village wastewater system, adversely affect the environment, or which would cause pollution or are hazardous.
- 10.4 No Person shall make any connection with the Summer Village wastewater system or any drain or pipe connected therewith for the purpose of conveying any inflammable, explosive or hazardous material.
- 10.5 No Person shall make any connection with the Summer Village wastewater system or any drain or pipe connected therewith for the purpose of conveying any surface water collected by drainage in weeping tile, eaves troughs or roof sprout.
- 10.6 No Person shall discharge the contents of any privy vault, manure pit or cesspool, directly or indirectly into the Summer Village wastewater system, or any drain connected to the Summer Village wastewater system.
- 10.7 No Person shall turn, lift, remove, raise or tamper with the cover of any manhole, or ventilator or any Summer Village sewer, except where authorized by the Summer Village.
- 10.8 No Person shall cut, break, pierce or tap into the Summer Village wastewater system.
- 10.9 The Summer Village may upon reasonable notice and at reasonable times enter buildings or other places which have been connected to the Summer Village wastewater system and to ascertain whether or not an improper material or liquid is being discharged in sewage, and the Summer Village shall have the right to use any test or other means necessary to determine compliance with this Bylaw and to stop or prevent the discharge of any substances that are contrary to this Bylaw.
- 10.10 Discharges from properties:
- 10.10.1 No Person shall discharge or allow to be discharged any waste, product or by-product created or resulting from any trade, industrial or manufacturing process, directly or indirectly into the Summer Village wastewater system without such pre-treatment as shall be prescribed by the Summer Village for each such case.
- 10.10.2 The necessary pre-treatment works so prescribed shall be completely installed by the Customer at his own expense, prior to completion of the construction of the sewage connection and shall be continuously maintained and operated by the Customer.
- 10.10.3 No person shall discharge or allow to be discharged into the Summer Village wastewater system any materials found listed in Schedule "E" to this Bylaw which exceed the levels listed in Schedule "E" of this Bylaw.

10.10.4 Any person who breaches Section 10.10.3 of this Bylaw shall in addition to the penalty prescribed in Schedule "D" to this Bylaw be liable for all costs incurred by the Summer Village in remediating the situation caused by that breach, including all clean-up costs.

10.11 Grease traps of sufficient size and approved design shall be placed on the waste pipes from all hotels, restaurants, laundries, and such other places as the Summer Village may direct. The Owner will be responsible for this maintenance of the grease traps.

10.12 Commercial building sumps:

Interceptors of sufficient size and approved design shall be placed on the waste pipes from all car washes and any other buildings that may cause excess dirt and debris to pass in the Summer Village wastewater system.

10.13 No person shall allow the discharge from a Storm Water Discharge System to enter into the Summer Village wastewater system.

## 11 PENALTIES

11.1 Charges as prescribed in Schedule "C" will be imposed on any Customer issuing a cheque to the Summer Village of Birchcliff which is dishonored or returned with a notification of non-sufficient funds (NSF) and those charges shall be added to their account.

11.2 Any Person who breaches or contravenes any provision of this Bylaw is guilty of an offence and upon conviction, is liable to pay a fine as prescribed in Schedule "D" of this Bylaw together with any further or other sanction a court may impose.

## 12 MISCELLANEOUS

This Bylaw shall come into full force and effect on the date of passing.

**INTRODUCED AND GIVEN FIRST READING** this 21<sup>st</sup> day of July, 2016.

**GIVEN SECOND READING** this 21<sup>st</sup> day of July, 2016

**GIVEN THIRD AND FINAL READING** this 21<sup>st</sup> day of July, 2016.

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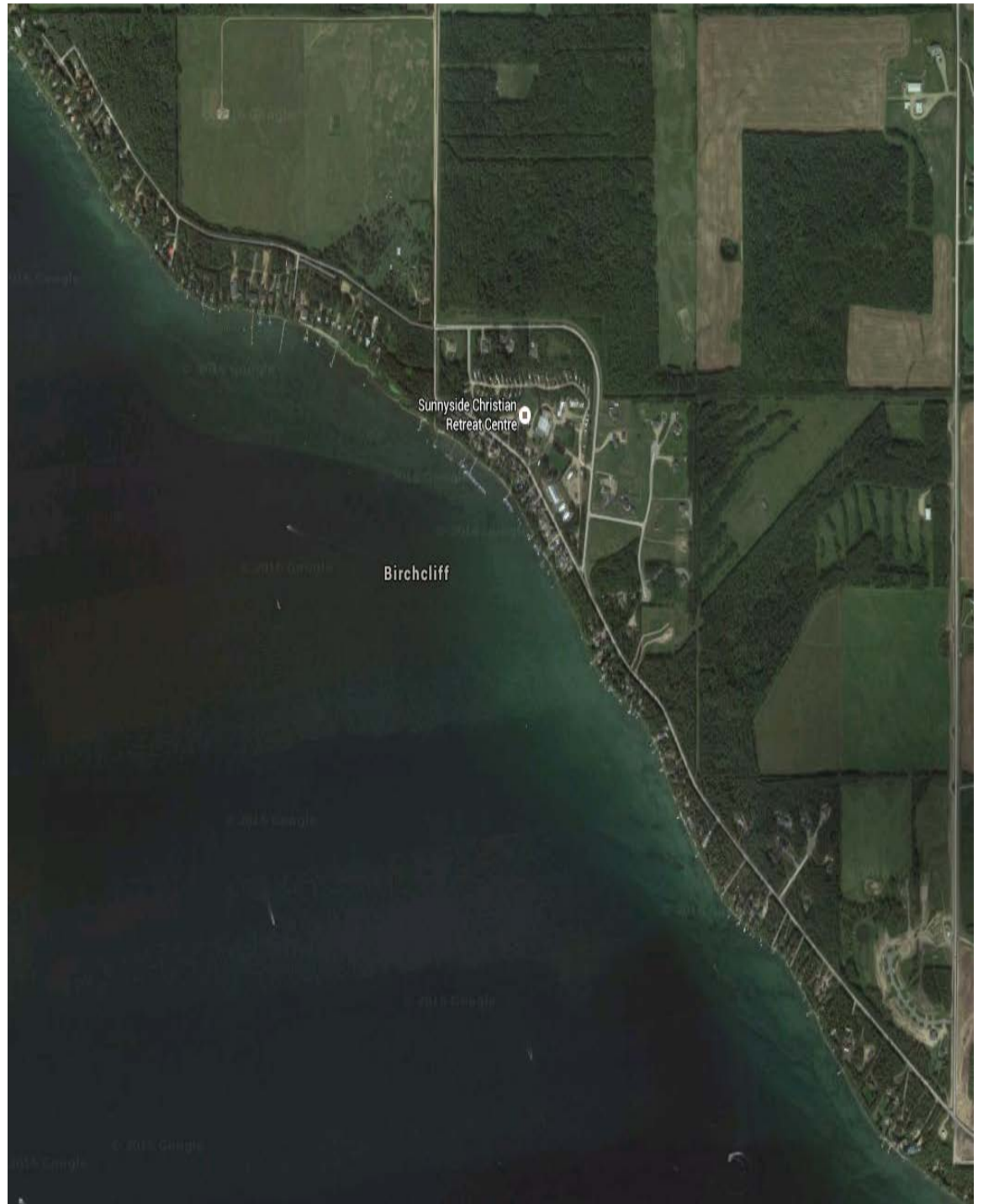
Joyce Megson, Mayor

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Phyllis Forsyth, C.A.O.



**SCHEDULE "A"**



**SCHEDULE “B”**

**Residential Rates**

Rates Effective April 1, 2016

Each Customer shall pay for sewage services supplied to him the aggregate of amount determined as follows:

Customer will be invoiced on an annual basis a fixed fee and a consumption fee per year for sewage services. These fees will commence at the time of connection and consist of 2 parts:

Fixed fees consist of the following:

1. Municipal Infrastructure Maintenance & Operation

- Administration costs
- Maintenance costs
- Operational costs
- Repair and maintenance reserve costs

2. Sewage treatment based on Land Use District:

- R1, R2, R3 100%
- CC 2 25%
- CC 1 with the exception of hotel and conference center 25%

**SCHEDULE “C”**

|   |              |
|---|--------------|
| Sewage Line Connection Rates  | At Cost +25% |
| <b>Pavement Restoration</b>   |              |
| To cut a patch  | At Cost +25% |
| Sidewalk or curb cuts   | At Cost +25% |
| Repair to damaged stand pipe  | At Cost +25% |
| Cleaning plugged sewage   | At Cost +25% |
| After hours   | At Cost +25% |
| Reconnection fee  | \$250.00     |
| Administration fee (initiating account)   | \$15.00      |
| Late payment fees   | 2% per month |
| Miscellaneous items at costs +25% as determined by the Summer Village Chief Administrative Officer. |              |

**SCHEDULE "D"**

| OFFENSE                 | AMOUNT     |
|-------------------------|------------|
| 1 <sup>st</sup> Offense | \$250.00   |
| 2 <sup>nd</sup> Offense | \$500.00   |
| 3 <sup>rd</sup> Offense | \$1,000.00 |

**SCHEDULE “E”  
Restricted Materials**

|                                 |             |
|---------------------------------|-------------|
| Parameter                       |             |
| Biological Oxygen Demand (mg/L) | 1000        |
| pH (acceptable range)           | 6 to 10     |
| FOG (mg/L) Synthetic            | 100         |
| FOG (mg/L) Animal, Vegetable    | 200         |
| TKN (mg/L)                      | 400         |
| TP (mg/L)                       | 150         |
| Phosphates (mg/L)               | 100         |
| Temperature ©                   | 75          |
| Chlorinated Hydrocarbons (mg/L) | 0.02        |
| Phenolic (mg/L)                 | 1           |
| Antimony (mg/L)                 | 1           |
| Arsenic (mg/L)                  | 1           |
| Barium (mg/L)                   | 3           |
| Cadmium (mg/L)                  | 0.05        |
| Copper (mg/L)                   | 0.5         |
| Cyanide (mg/L)                  | 1           |
| Lead (mg/L)                     | 1           |
| Manganese                       | 1           |
| Mercury (mg/L)                  | 0.1         |
| Nickel (mg/L)                   | 1           |
| Selenium (mg/L)                 | 1           |
| Silver (mg/L)                   | 1           |
| Sulphide (mg/L)                 | 1           |
| Total Chromium (mg/L)           | 1           |
| Zinc (mg/L)                     | 1           |
| Petroleum and Derivatives       | Not allowed |
| Coloring Material               | Not allowed |
| Animal Parts                    | Not allowed |
| Strong Oxidants /Reductants/NH3 | Not allowed |