

BYLAW NO. 1587-25

OF THE

TOWN OF BONNYVILLE

**A BYLAW OF THE TOWN OF BONNYVILLE IN THE PROVINCE OF ALBERTA
RESPECTING WATER DISTRIBUTION SYSTEM, WASTEWATER SYSTEM AND STORM
SEWER SYSTEM IN THE TOWN OF BONNYVILLE AND TO REPEAL BYLAW NO. 1393-12
AND ALL AMENDMENTS THERETO.**

WHEREAS under Sections 7, 8 and 33 through 44 of the **Municipal Government Act** being Chapter M-26.1 of the Revised Statues of Alberta, 2000, and amendments thereto, the **Council** may pass a bylaw for the purpose of operating a public utility, subject to any terms, costs or charges which may be established by **Council**;

WHEREAS the **Town of Bonnyville** owns and operates a **water distribution system, wastewater collection system and stormwater system** which are operated as public utilities (the "Utilities") for the benefit of its residents;

AND WHEREAS, the **Town of Bonnyville** is a Municipal Corporation in the Province of Alberta and the **Municipal Government Act** (R.S.A. 2000, cM-26) authorizes a municipality to operate a **water distribution system, wastewater system, and stormwater system** as a public utility for the purpose of supplying and distributing water to residents, industrial and commercial users, and to all other Customers in the **Town of Bonnyville** and subject to **Council** approval, to Customers outside the **Town** boundaries;

NOW THEREFORE the **Council** for the **Town of Bonnyville**, in the Province of Alberta, duly assembled, enacts as follows:

SECTION 1.0 TITLE

1.0 This bylaw may also be cited as the "Water and Sewer Bylaw"

SECTION 2.0 PURPOSE

2.0 The purposes of this Bylaw are:

- a) To protect the **stormwater system, wastewater system, and water distribution system** from damage, obstruction, interference, unauthorized use, alteration, installation or removal of connections or the release of **prohibited materials**;
- b) To protect the **Town's** employees, infrastructure, environment and the public from exposure to dangerous conditions;

- c) To protect, control and monitor the volume and ensure the quality of water entering the **stormwater system, wastewater system, and water distribution system**;
- d) To provide a system of rates, fees, and charges to various types of use of the **stormwater system, wastewater system and water distribution system**; and
- e) To provide a system of permits or other permissions that facilitate the imposing of conditions on releases to the **stormwater system, wastewater system, and water distribution system** ; and
- f) To protect, control and monitor the water quality, pressure, and distribution of the **water distribution system**.

SECTION 3.0 DEFINITIONS

- 3.01 “**Application**” means the application made by a **person** to the **Town** for the supply of water and sewer services. The said application, when accepted by the **Town**, shall form a binding contract between the customer and the **Town**, by which the parties agree to be bound by the provisions of this bylaw.
- 3.02 “**Authorized Person**” shall mean any representative of the **Town** appointed by the **CAO**.
- 3.03 “**Building Code**” shall mean the Alberta Building Code and amendments thereto or replacements thereof.
- 3.04 “**CAO**” shall mean the Chief Administrative Officer of the **Town of Bonnyville** as appointed by **Council** and includes any person authorized by them or the **Town** to act for or carry out the duties of the **Town** CAO to the extent that authorization is given.
- 3.05 “**Catch Basin**” shall mean a receptacle for receiving stormwater and retaining sediment from an exterior area or surface.
- 3.06 “**Council**” shall mean the Municipal Council of the **Town of Bonnyville** in the Province of Alberta.
- 3.07 “**Curb cock**” shall mean a shut off valve located in a water service pipe (riser) on the **Towns** property near the property line. Also called water service valve and curb stop.
- 3.08 “**Deposit**” shall mean a security deposit charged to customers who apply for utility accounts as per Schedule “B” and is refundable after all final billings have been completed and all arrears/ **fees and charges** have been paid. This deposit shall not accrue interest.

- 3.19 “**Director**” shall mean the Director of Operations or their authorized, delegated representative appointed by the **CAO** or General Manager of Operations and Engineering of the **Town of Bonnyville**.
- 3.10 “**Emergency**” shall mean an Act of God, a condition over which the User or the **Town** has no control, a condition which creates imminent danger or a real possibility of property damage, or personal injury, or a condition or situation is declared to be an emergency by **Council**, or the Federal or Provincial Crown, or other civil authority having jurisdiction.
- 3.11 “**Engineering Standards**” shall mean the Town’s General Design Standards, Subdivision and Development Servicing Standards and Construction Specifications or in the absence of such standards, generally accepted municipal engineering standards.
- 3.12 “**Fees and Charges**” shall mean the Fees and Charges referred to in Schedule “B” Utility Fees and Charges approved by **Council**, from time to time.
- 3.13 “**FOG**” or “**Fats, Oils, and Grease**” shall mean organic matter extracted by n-hexane using the partition gravimetric procedure set out in Standard Methods.
- 3.14 “**Hot tapped**” shall mean the practice to making a connection to existing pressured piping without the interrupting or emptying of the section of pipe.
- 3.15 “**In Good Standing**” shall mean that the payment of a **utility account invoice** has been made on or before the due date each month for the preceding twelve (12) month period.
- 3.16 “**Lock out shut off valves**” shall mean a valve approved by the **public works department** through its **engineering standards** to be installed after a meter and used in a commercial property with multiple commercial premises.
- 3.17 “**Meter**” shall mean the device and all other equipment and instruments, including but not limited to, water meters, radio frequency meter interface units, remote readers used by the **Town** or authorized by the **Town** to be used to calculate the amount of water consumed on the property upon which such devices are situated in either Imperial or Metric measurements.
- 3.18 “**MGA**” shall mean the Municipal Government Act, Chapter M-26 R.S.A. 2000 and amendments thereto.
- 3.19 “**Peace Officer**” shall mean a member of the Royal Canadian Mounted Police, a member of a municipal police, Community Peace officer, or a Bylaw Officer.

- 3.20 “**Person**” shall mean any company, consumer, customer, person, partnership, association, corporation, **property owner**, or organization of any kind.
- 3.21 “**Potable Water**” shall mean water that is suitable for human consumption.
- 3.22 “**Property**” shall mean a parcel of land and/or an Improvement where the Improvement is occupied or unoccupied.
- 3.23 “**Prohibited Material**” shall mean any substance identified in Schedule “E” of this bylaw that applies to the **wastewater system** and **stormwater system**.
- 3.24 “**Property Owner**” shall mean the **person** who is the registered owner of a parcel of land under the Land Titles Act, or in the case of **property** other than land and improvements thereon, any **person** who is in legal possession thereof who has agreed to take responsibility for the payment of the **utility account invoices**.
- 3.25 “**Public Works Department**” shall mean the Public Works Department of the **Town of Bonnyville**.
- 3.26 “**Remote Reading Device**” shall mean a device which is connected to the **meter** by the **Town** and provides a duplicate reading of the water consumed, which may be monitored from the exterior of the building.
- 3.27 “**Roadway**” shall mean the system of public thoroughfares, easements and right of ways owned or operated by the **Town of Bonnyville**.
- 3.28 “**Sanitary Sewer Effluent**” shall mean wastewater produced by humans and industrial operations that has not been contaminated by foreign matter.
- 3.29 “**Sanitary Sewer Main**” shall mean that portion of the **wastewater system** that is laid in the **roadway**, easement or a Public Utility Lot for the collection of **sanitary sewer effluent**.
- 3.30 “**Sanitary Sewer Service Line**” shall mean that line extending from the **sanitary sewer main** to the building.
- 3.31 “**Shut Off**” shall mean an interruption in, or discontinuance of, the supply of water.
- 3.32 “**Storm Sewer**” shall mean wastewater produced by natural events and includes rain fall, snow melt and **potable water** spills.

- 3.33 “**Storm Sewer Main**” shall mean that portion of the **stormwater system** that is laid in the **roadway**, easement or a Public Utility Lot for the collection of storm water effluent from one or more **properties**.
- 3.34 “**Stormwater System**” shall mean the system of underground piping, **catch basins**, manholes, street gutters, drainage ditches, culverts, disposal facilities and related appurtenances utilized for the collection and disposal of **storm sewer**.
- 3.35 “**Structural integrity**” shall mean the reference to the condition of a **sanitary sewer service line** regarding excavation or repairs. Sags greater than 20% of pipe diameter, excessive and damaging root intrusion, and misaligned joints causing solids to back up and cause operational problems are examples of failing structural integrity. The **Director of Operations** shall be the authority when determining the pipe condition.
- 3.36 “**Tenant**” shall mean a person who is not a property owner but who is in legal possession of a **property** to which a **utility service** is provided.
- 3.37 “**Town**” shall **mean** the corporation of the Town of Bonnyville and its duly authorized representatives.
- 3.38 “**Utility Account Invoice**” shall mean the monthly charges as set from time to time for the provision of **potable water** and sanitary sewer services.
- 3.39 “**Utility and Utility Service**” shall mean and include, as the context may require; the supply of water and the provision of wastewater collection, water distribution or stormwater collection services and disposal.
- 3.40 “**Wastewater System**” shall mean the system of underground piping (service lines and mains), manholes, sewage lift stations, treatment facilities and related appurtenances utilized for the collection and disposal of **sanitary sewer effluent**.
- 3.41 “**Water Distribution System**” shall mean the system of underground piping (service lines and mains), valves, hydrants, pumping stations, reservoirs and associated appurtenances utilized for the distribution of **potable water**.
- 3.42 “**Water Main**” shall mean that portion of the **water distribution system** that is laid in the **roadway**, easement or a Public Utility Lot for the conveyance of **potable water**.
- 3.42 “**Water Service Line**” shall mean the line extending from the **water main** to the building.

SECTION 4.0 AUTHORITY

- 4.01 **Council** hereby delegates to the **CAO** the authority and responsibility to:
- a) Manage the **stormwater system, wastewater system and water distribution system** in accordance with;
 - i) this Bylaw;
 - ii) the Town's **Engineering Standards**;
 - iii) the **Council** approved budget; and
 - iv) any applicable provincial or federal laws

SECTION 5.0 ADMINISTRATION OF UTILITY AND COLLECTIONS

5.01 Application for utility service

- a) The **utility services** shall be under the general supervision and control of the **CAO**.
- b) The **Director of Operations** shall exercise the powers and perform the duties with respect to the **utility services** conferred and placed upon them by this and any other bylaw of the **Town** applicable thereto and any order or direction of the **CAO** or **Council** with respect thereto.
- c) Any **person** who requires connection to **Town utility services** shall apply to the **Town** Office to complete a utility servicing agreement as outlined in Schedule "B". Accounts may not be changed or transferred under circumstances other than those described below and payment of a non-refundable **application** fee and **deposit** is paid as per Schedule "B". The said **deposit** shall be utilized for restoration of damage to any components of the **water distribution system, wastewater system, stormwater system, roadway system, sidewalk system** or any other system in the event that the **property owner** fails to rectify any damage created. Following the restoration of any damage, any remaining funds from the **deposit** shall be returned to the **property owner**. The said non-refundable **application** fees will be levied for any connection to any component of the **water distribution system**, any connection to any component of the **wastewater system**, and any connection to any component to the **stormwater system**.
- d) The utility account shall be set up:
 - in the name of the **property owner**, or
 - where there is evidence of a landlord/**tenant** situation, in the name of the **property owner** in care of the **tenant** and the **owner** must make **application** in all situations by completing a **tenant utilities application** as included in Schedule "C", or

- in the name of the general contractor in the case of a new building.
- e) Upon making an **application**, providing all information required by the **Town**, and paying the **application fee**, **deposit** and any other sums herein required, there shall thereupon be a binding agreement between the **person** and the **Town**, for the **utility service** applied for, and the provision of the **application** and this bylaw shall constitute the term and conditions of such agreement.
- f) The **Town** shall not be obligated to provide **utility services** until access has been provided to the premises to enable the **Town** to obtain an initial **meter** reading for each **utility service** which is metered if such access is required.
- g) Where the applicant is indebted to the **Town** for any **utility services** previously provided, the **Town** may refuse to provide any **utility services** until such amount is paid in full or until arrangements for payment are made satisfactory to the Corporate Services Department.
- h) The contract for **utility service** is not transferable and shall remain in full force and effect until the **person** notifies the **Town** Office in writing prior to the termination or transfer date, or the **persons** desire to terminate the contract or until the said contract shall have been terminated by the **Town**.
- i) Where a commercial business has established more than one utility account through the installation of individual **meters** for multiple **tenant** rental units, individual **utility service** accounts may be set up in the name of the **property owner** in care of the **tenant** and the **owner** must make an **application** in all situations by completing a **tenant utilities application** as set out in Schedule "C".
- j) All billable work requires the signature of the **owner** or acceptable form of consent from the **owner** such as an email, text message or fax prior to the commencement of work by the **Town** unless it's an **emergency**.
- k) All Schedules attached form part of this bylaw and may be amended from time to time by Council.

5.02 Termination and/or Temporary Disconnection

- a) Upon notification by the **person** at least 48 hours prior to the disconnect date, for the **Town** to terminate their contract, the **Town** shall obtain a final reading of any **meter** as soon as reasonably practical and the **person** shall be liable for and pay all of the **fees and charges** payable hereunder until the time of such final **meter** reading.

- b) When the premises to which **utility service** is provided becomes vacant and no new **application** for service has been made, the **Town** may terminate the contract and, in lieu of disconnecting the service, open a new utility account in the name of the **owner** who shall be responsible for consumption charges thereafter incurred as indicated in Schedule "B".
- c) A **tenant** or **property owner** may request a temporary discontinuance of a service in which case the **tenant** or **owner** shall be responsible for the Disconnection and Reconnection Fee as indicated in Schedule "B".
- d) Nothing herein shall prevent the **owner** from requesting that the **Town** disconnect such **utility service** provided the **owner** pays the applicable fee prescribed in Schedule "B".
- e) The **Town** may discontinue the supply of any or all **utility service** for any of the following reasons:
 - I. non-payment of any utility accounts, or
 - II. inability of the **Town** to obtain access to a residential premises to read, repair, or replace any **meter** for a period of six months, or to a non-residential premise to read, repair or replace any **meter** for period of three months, or
 - III. failure by, or refusal of, a **person** to comply with any provision of this bylaw, or
 - IV. failure by, or refusal of, a **person** to comply with any provisions of any Provincial Acts, the **Building Code**, or any regulations thereunder, or
 - V. in any other case provided for in this Bylaw.

and in such event the **Town**, its officers, **authorized persons**, employees or agents shall not be liable for any damages of any kind from such discontinuance of service.

- f) In the case of multiple **tenant** Commercial premises, the **owner** of the **property** shall provide **Lock-out shutoff valves** accessible by the **Town** that can be sealed by the **Town** in a manner satisfactory to the **Town** so that the service can be shut-off and not turned on without physically breaking the seal which shall only be done by an **authorized person**.

5.03 Service Disconnection

- a) No permit for demolition or removal of a building shall be issued by the **Town** nor shall any **person** cause, permit or allow to be demolished or removed a building connected to a **utility service** line or main until there has been paid to the **Town** the cost of disconnecting the **utility service** in the amount required under this bylaw, including costs of **meter** and appurtenances and such **utility services**

have been disconnected. Notwithstanding the forgoing, the of **Director Operations** may, in circumstances which they consider appropriate, permit the service to remain connected to the **sanitary sewer main, water main or storm sewer main**.

- b) Request for a permit for demolition or removal of a building shall be given a minimum of 48 hours prior to commencement of said work.

5.04 Connection Fees

Every **person** shall at the time of **application** pay a **deposit** as per Schedule "B" on the initial **utility account invoice** as well an administration fee on the initial **utility account invoice** as per Schedule "B".

- a) **Persons** opening a new account who are not **in good standing** or indebted to the **Town** for **utility services** previously supplied will not be allowed to complete their **application**, or be entitled to receive **utility services**, until satisfactory arrangements have been made for payment of such outstanding accounts and any **deposit** as required.
- b) **Persons** opening a new account due to a change of residence may transfer their **deposit** provided their previous account has been maintained and **in good standing**.
- c) A **deposit** shall be paid on each individual account in the care of multiple **tenant** commercial premises.

5.05 Refund of **Deposit**

- a) Upon termination of an existing utility account the **deposit** shall be returned to the **person** after deducting therefrom all **fees and charges** outstanding thereunder, including the cost of shutting off or discontinuing any **utility service** for non-payment of accounts rendered.

5.06 Service Charges

Disconnection/Reconnection

- a) A **person** shall pay a disconnection service charge as per Schedule "B", which may be added to the **persons** account for any service call which is made for the purpose of discontinuing a **utility service** or at the **owner's** request, for whatever reason, to have services discontinued.

- b) Where a service call is made for the purpose of restoring services a reconnection service charge as per Schedule “B” may be assessed to the **person’s** account where **utility services** were previously discontinued.
- c) **Service Call**
When a **person** requests that a **Town** employee attend at their premises with respect to specific matters relating to the supply of **utility services** or the servicing of the same, and if the call is for failure of service not attributable to the **Town utility service**, the **person** shall pay a fee as per Schedule “B”.

5.07 Water Meter Change Out Project

- a) In the event the **Town** initiates a water meter change-out project, the **property owner** must ensure that an appointment is made to change out the old metering equipment with the new metering equipment. Failure to comply with booking such an appointment could result in **utility service** cancellation, re-connection charges and the full cost of the meter replacement labor charges.

5.08 Every **person** who relies on a written approval pursuant to this bylaw has the onus of proving they are the holder of a valid and subsisting approval.

5.09 A written approval or an agreement made pursuant to this bylaw must be available for inspection upon request.

SECTION 6.0 PAYMENT OF UTILITY ACCOUNTS

6.01 Fees and Charges Payable

All **fees and charges** payable hereunder shall be paid to the **Town** within the time prescribed by this bylaw. Penalty rates for unpaid accounts are listed in Schedule “B”.

- a) A **utility account invoice** shall be available to each **property owner** on a monthly basis.
- b) A service free for a paper **utility account invoice** shall be in accordance with the Table of Charges in Schedule “B”
- c) Notwithstanding subsection 6.01 (b), there shall be no service fee for a paper **utility account invoice** where the **Town** has established an exemption, and the **person** has applied for an been granted such exemption at the discretion of the **CAO**.
- d) The utility rates levied by the **Town** shall be a combined rate for water and sanitary sewer. All **property owners** shall be charged a combined utility rate for

the provision of water and/or sanitary sewer services. To accommodate practices, the **utility account invoice** may show separate rates for water and sanitary sewer.

- e) Except where stated within the Bylaw, the utility rates in effect are indicated and included in Schedule “B” and shall be approved by **Council**, as amended by **Council**.
- f) The entire utility account is due and payable when rendered and if not paid by the due date stated on the **utility account invoice** is deemed to be in arrears. Failure to receive a **utility account invoice** does not relieve the customer of liability.
- g) The **person** shall at all times maintain their utility account **in good standing** with the **Town**. Utility accounts which remain unpaid 45 days from the date of billing shall result in the transfer of the outstanding amount to the **property** taxes.
- h) Payment of the **utility account invoice** can be made at the **Town** Office or any financial institution or through preauthorized direct debit, telephone banking or online banking.

SECTION 7.0 WATER DISTRIBUTION SYSTEM & UTILITY

7.01 Water Mains

- a) Only **authorized persons** shall make any connection or contact whatsoever with any of the public pipes or mains in the public thoroughfares of the **Town** unless authorized by the **Director of Operations**.
- b) All **water service lines** laid in private **property** between the property line and the **water main** shall be performed in accordance with the standards by the **Public Works Department**.
- c) All **water service lines** shall be a minimum of 20 mm diameter in size and sized according to **engineering standards** and the **public works department**. When connecting a **water service line** to a **water main**, when reasonable the **water service line** should be **hot tapped**. This shall be at the discretion of the **Director of Operations**.
- d) No connection shall be made on the **water service line** between the water **meter** and the **water main**.
- e) Only an **authorized person** shall open, close, or operate any valves, hydrants, fire plugs or other appurtenances of the **water distribution system**.

- f) Members of the Bonnyville Regional Fire Authority are hereby given special approval to operate fire hydrants when responding to an **emergency** or when performing practices.
- g) No **person** shall interfere with, damage or make inaccessible any **curb cock** due to the construction of sidewalks, pathways, driveways, trees etc. If it is required to make any repairs or change due to inaccessibility to or damage to **curb stops**, the **owners** of the **property** being serviced by said **curb stop** shall, in addition to the Fines in the Bylaw be required to assume all costs involved in said repair of changes under Schedule "B".
- h) The **property owner** shall be responsible for the operation, maintenance and repairs of the **water service line** from the termination of the **water service line** within the **curb cock** to the water **meter**.
- i) The **Town** shall be responsible for the operation, maintenance and repairs of the **water service line** from the **water main** to the termination of the water service with the **curb cock** and the **curb cock** itself.
- j) All new **water service lines** shall be installed in accordance with the **Public Works Department's** procedures and amended as required. The current procedures for new servicing are attached as Schedule "A".
- k) All single family residences, duplexes and triplexes shall have separate water line services for each individual residence except where duplexes and triplexes are owned by a single **owner** in which case they may have a single water line service for the **property**.
- l) Existing **water service lines** that are to be abandoned are to be abandoned at the **water main** unless otherwise approved by the **Director**.
- m) **Water service lines** shall not be connected until a utility account has been established and the water **meter** and remote meter reading equipment are installed.
- n) **Hot tapping of water mains**- No **person** without first having obtained approval from the **Town** so to do, shall make connection with any of the public **water service lines** or **water main**. The **person** so authorized shall be totally liable for any damage caused while making such connection and shall also provide adequate safety provisions during said connection.

7.02 Water Service Levy and Billing Rates

- a) The **Town** hereby levies, and the **person** shall pay, for all water supplied or services rendered hereunder the amounts and charges provided for in this bylaw and in Schedule "B" attached to and forming part of this bylaw as amended from by **Council**.
- b) The rate payable by a **person** as set out in Schedule "B" of this bylaw for all water supplied shall be determined by reference to the reading of the water **meter** located at each **property** or in the case of multiple **tenant** commercial premises, four-plexes and larger residential complexes, all water **meters** located within the premises.
- b) Where a **remote reading device** is installed in addition to the water **meter**, the **meter** shall be the official reading.
- c) Any **person** who wishes to obtain water from the public standpipes at various locations shall apply to the **Town** for permission and shall pay for that water in the amount as set out in Schedule "B". Anyone who obtains water without permission shall be subject to Fines as set out in Schedule "B".

7.03 Administration of Water Supply

- a) The **Director of Operations** or their designated representative may **shut off** water for **persons** for any reason which, in the opinion of the **Director**, necessitates such shutting off, provided that the **Director** shall, if in their opinion it is reasonably practicable to do so, give notice of such shutting off.
- b) The **Town** does not guarantee the pressure nor the continuous supply of water and the **Town** reserves the right to, at any and all times without notice to change operating water pressures and to **shut off** water and the **Town**, its officers, **authorized agents**, employees or agents shall not be liable for any damages of any kind due to changes in water pressure, the shutting off of water, or by reason of the water containing sediments, deposits or other foreign matter.
- c) Consumers depending upon 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 they consider necessary to ensure a continuous and uninterrupted supply of pressure or quality of water required for their use.

- d) The **Town** may as a condition to the supply of water, inspect the premises of a **person** who applies to the **Town** for such supply in order to determine if it is advisable to supply water to such **person**.
- e) The **Town** may, with the permission of the **person**, inspect the premises of the consumer in order to do any tests on water piping, or fixtures belonging to such **person** so as to determine if this bylaw is being complied with and in the event that such **person** fails or refuses to give such permission, the supply of water to that **person** may be **shut off**.
- f) The **Director of Operations** may, at such times and for such lengths of time as they consider necessary or advisable, regulate, restrict or prohibit the use of water for use other than human consumption. The **Director** may cause the water supply to any **person** who causes, permits or allows consumption in contravention of any such regulation, restriction or prohibition to be **shut off** until such **person** undertakes to abide by and comply with such regulation, restriction or prohibition.
- g) Any **person** who willfully or maliciously hinders or interrupts or causes or procures to be hindered or interrupted, the municipality or its contractors, servants, agents, workman, or any of them, in the exercise of any of the powers and authorities relating to the public utilities authorized by or contained in this Bylaw or the M.G.A. and amendments thereto, is guilty of an offense and subject to being fined in accordance with Section 14 and Fines outlined in schedule "B".
- h) All **property owners** shall give access to an **authorized person** for the purposes of disconnection and repair of a **water service line** for contravention of this Bylaw.

7.04 Outside **Town**

- a) Where water is supplied to any Customer outside the **Town of Bonnyville**, that Customer shall pay to the **Town** the rates approved by **Council** as set out in Schedule "B" of this Bylaw.
- b) The terms and conditions of water services provision shall be in accordance with Water Services Agreements between the **Town of Bonnyville** and the Customer, subject to approval by **Council**.

7.05 Restriction of Water Supply

a) Restricted Use of **Town** Facilities:

No **person** shall operate, use, interfere with, obstruct or impede access to the water utility or any portion thereof in any manner not expressly permitted by this Bylaw, in default of which, the **Director of Operations** may cause the water being supplied to such **person** to be **shut off** until such **person** complies with all the provisions of this Bylaw.

b) Wastage:

- i. No **person** shall cause, permit or allow the discharge of water so that it runs to waste unless by reason of leakage from private service pipe, a faulty plumbing system or otherwise.
- ii. Notwithstanding 7.04.b) i., the **Director of Operations** may under such condition as they may consider reasonable, allow a **person** to discharge water so that it runs to waste or useless if such consumer's water service would be susceptible to freezing.

c) To maintain adequate water supply within the **Town**, the **Town Council**, the **CAO** or the **Director** may impose restrictions on the use of water.

d) Wells and other sources of **potable water** supply are prohibited within the **Town of Bonnyville** unless otherwise approved. Instances that may apply include where water servicing is unavailable. Once service lines are within proximity of the said **property**, the **property owner** shall be responsible for connection to the **Town's water distribution system**.

7.06 Use of Water

a) No **person** shall:

- lend or sell water, unless authorized by an agreement/contract with the **Town** authorized such sale,
- give away or permit water to be taken, which includes improper use of the RV Dumping station,
- extract or remove any water from any hydrant within the **Town of Bonnyville** without first obtaining a letter in writing signed by the **Director** or the **CAO** authorizing such removal.

b) Any **person** who throws or deposits any injurious, noisome or offensive matter into the **water distribution system**, or water works, or on the ice in the case that

the water is frozen or in any way fouls the water or commits any willful damage or injury to the works, pipes or water or encourages it to be done is guilty of an offence and subject to being fined in accordance with Section 14 and Fines outlined in Schedule "B".

- c) If the **property** does not utilize the **water service line** for an extended period and the **water service line** freezes, the **property owner** shall be responsible for the costs of thawing the **water service line** as stated in the Table of charges included in Schedule "B".
- d) Unmetered construction water shall not be provided.

7.07 Investigating Water Supply Service Failure

- a) Any **person** complaining of a failure or interruption of water supply, the investigation of which complaint necessitates the opening up and excavating of a street shall, prior to the opening up and excavating, sign a work order, agreeing to pay such costs.
- b) In the event that such failure or interruption was caused by the **Town** service, the **person** shall not be liable for such costs.
- c) In the event that such failure or interruption was caused by the private service, the actual cost of such work shall be paid by the **person** and shall be collected in the same manner as water rates.

7.08 Noises and Pressure Surges

- a) No **person** shall cause, permit or allow any apparatus fitting or fixture to be or remain connected to their water supply or to be operated which causes noise, pressure surges or other disturbances which may in the opinion of the **Director**, result in annoyance or damage to other consumers or to the water utility.

7.09 Contamination

- a) No **person** shall cause, permit or allow to be or remain connected to the **water distribution system** any piping, fixture, fitting, container or other appliance which may cause water from a source other than the water utility or any other harmful deleterious liquid or substance to enter the water utility.
- b) The **Director of Operations** may cause the water supply to any **person** contravening the provisions of this section to be **shut off** provided that the **Director** shall, if they consider it practical to do so, give notice to such **person** prior to such water supply being **shut off**.

- c) The water supply to such **person** shall not be restored until such **person** has paid to the **Town** all costs associated with the shutting off and the subsequent turning on of the water supply, the cleanup of contamination and the remedying of the **person's** default under this section.

7.10 Water Meters

a) Installation

- all **persons** shall make provisions for the installation of a water **meter** and **remote reading device** to the satisfaction of the **Director of Operations** and when required shall install a properly valved bypass. All costs incurred to move a **meter** and/or **remote reading device** by request of the **person** shall be borne by the **person**.
- only an **authorized person** shall interfere with, cut or remove the wire seal on a **meter**, valve or remote reader.
- only an **authorized person** shall disconnect a **meter** or do anything which may prevent or impede the flow of water through a **meter** or which may affect the proper operation of the water **meter**.
- all four-plexes and larger residential complexes shall have a separate **meter** room complete with a water **shut off** valve prior to and after the water **meter** for each residential unit. If the complex is serviced with one large **meter**, the **property owner** shall have the water **meter** located in an accessible area and have a remote reader installed.

b) Installation Responsibility

- water **meters** less than 25mm in size, including wiring and fittings, shall be installed, supplied and maintained by the **Town of Bonnyville** to **properties** zoned Residential up to and including four plex developments.
- water **meters**, including wiring and fittings, not included above shall be provided by the **property owner** in accordance with the specification for water **meters** established by the **Public Works Department**. Only **meters** meeting the specifications and approved by the **Public Works Department** shall be installed.
- all **property owners** shall give access to an **authorized person** for the purposes of installing, servicing, sealing or reading of a water **meter**.

c) Meter Chamber

When, in the opinion of the **Director of Operations**, the building or other premises intended to be supplied with water are too far from the **Town** service to conveniently install a **meter** in such building or premises, or if a number of buildings are to be so supplied or for any other reason in the opinion of the **Director**, then the **person** shall, at their sole cost, construct and maintain a container for a **meter** and such container shall in all respects including location,

construction size, access and otherwise howsoever be satisfactory to the **Director**.

d) Meter Size

The size of the **meters** shall be determined as recommended by the **Director of Operations**.

e) By-Passes

- the **Public Works Department** may install a by-pass on any **water service lines** where there is a known history of freezing of the **water service line**.
- the **property owner** shall be responsible for the cost of the metered water utilized if the bypass referred to above is required due to problems with the **property owner's** portion of the **water service line**.
- The **Town** shall be responsible for the cost of the metered water utilized if the bypass referred to above is required due to problems with the **Town's** portion of the **water service line**.
- The **property owner** is to complete the waiver in Schedule "D" to be eligible for bypass connection.

f) Meter Reading

- i. All water supplied by the **Town** to a **person** shall be measured by a **meter** unless otherwise provided for in this Bylaw.
- ii. All **meters** shall be supplied, owned and maintained by the **Town** unless otherwise provided for in this Bylaw.
- iii. The **Town** shall endeavor to read the **meters** once every month. If **Town** employees cannot gain access safely to read the **meter** as aforesaid, the consumption of the utility shall be estimated.
- iv. The **Town** shall to read each **meter** at least once each six (6) month period and if such reading cannot be obtained, the **Town** may, at its discretion, discontinue any or all **utility services** supplied to the premises until such time as the **Town** is able to obtain an actual **meter** reading.
- v. The **person** shall ensure that access to the **meter** is safe, well lit, accessible and free of hazards to the **person** reading the **meter**.
- vi. Remote Reading equipment shall be installed at each new development and all renovation activities within existing developments. The cost of supplying **remote reading devices** shall be the responsibility of the

Town. The cost of installation on the **remote reading device** shall be the responsibility of the **person**.

- vii. Remote Reading equipment shall be installed at each existing development. The cost of supplying and installing the **remote reading device** will be the responsibility of the **Town**.
- viii. all new developments are to be equipped with **remote reading devices** at the cost of the developer.
- ix. **Meters** may be removed by the **Town** for maintenance and testing on a periodic basis. The **Town** may require that a **meter** be tested on site.

g) Protection of Meter and Remote Meter Reading Receptacle

- i. Each **person** shall provide adequate protection of the **meter** supplied by the **Town** against freezing, heat or any other internal or external damage, failing which the **person** shall pay to the **Town** all costs associated with the repair of such **meter** which amounts shall be recoverable in the same manner as all other costs and charges provided for in this Bylaw.
- ii. No **person** other than **authorized persons** shall remove, disconnect, reconnect or tamper with a **meter** or remote **meter** reading receptacle attached to the premise.
- iii. The remote reader shall be located in an area providing 24 hour unencumbered access.

h) Non Registering Meter

- i. If, upon the reading of a **meter**, it is determined that the **meter** has failed to record the consumption of the utility supplies then the consumption will be estimated and the account rendered based upon such method as the Administration Department considers being fair and equitable.
- ii. Where it has been determined by the **Town** that the **meter** is not recording the consumption of a utility, an authorized **Town** employee, with reasonable notice to the **person**, must be allowed to enter the premises to replace or repair the **meter** or **meter** reading receptacle.

i) Test or Calibration on Disputed Meter Reading

A **person** who disputes a **meter** reading shall give written notice to the **Town**.
Following receipt of written notice:

- i. The **person** shall **deposit** with the **Town** the sum of five Hundred dollars (\$500.00). After receipt of the **deposit**, the **meter** shall be removed from service and tested or calibrated by an independent laboratory as designated by the **Director of Operations**.
- ii. In the event that the **meter** is found to be accurate within three percent (3%) of actual water volume passing through the same, the **person** shall forfeit the **deposit** to the **Town** and shall pay all costs associated with the **meter** removal, shipping, testing and replacement in excess of Five Hundred Dollars (\$500.00) with an additional 10% administration fee.
- iii. If the event that the **meter** is found to be over reading in excess of three percent (3%) of actual water volume passing through the same, the **Town** shall replace the **meter** with a new **meter** and return the **deposit** to the said **person**. An adjustment will be made to the beginning of the most recent billing period on the **utility account invoice**.

7.11 Services and Servicing

All **persons** doing any work or service upon a private service or the plumbing system attached thereto shall comply with the provisions of **engineering standards, building code** and any bylaws of the **Town** applicable thereto.

SECTION 8.0 WASTEWATER SYSTEM

8.01 Sanitary Sewer Mains

No **person** except authorized employees of the **Town** shall make any connection or contact whatsoever with any of the public pipes or mains in the public thoroughfares of the **Town** unless authorized by the **Director of Operations**.

8.02 Use and Protection of the **Wastewater System**

- a) No **person** shall throw, deposit or leave in/or upon any **Town** sanitary sewer, or any trap basin, grating, manhole or other appurtenance of any **Towns wastewater system**, any butcher's offal, dairy waste, slaughterhouse waste, food processing waste, animal waste, organic garbage, litter, manure, rubbish, sweepings, sticks, stones, bricks, earth, gravel, dirt, mud, hay, straw, twigs, leaves, papers, cinders, ashes, rags or refuse matter of any kind, except human excrement, the necessary tissue paper, and waste water properly discharged through a house sewer into a **Town** sanitary sewer.

- b) No **person** shall permit to be discharged into any **wastewater system** and/or around the **wastewater system** and related appurtenances snow and snow accumulation removed from open spaces, any liquid which would adversely affect any component of the **wastewater system** or the treatment of the sanitary sewer unless such liquid has been pre-treated to the satisfaction of the **Director**, any matter or substance by which the free flow of the sewage may be interfered with, any chemical refuse, or other trade waste, or any waste stream, condensing water, heated water, or other liquids of a higher temperature than seventy five degrees Celsius or any other refuse matter of any kind not specifically listed and not in conformance with 8.02 a).
- c) No **person** shall make, or cause to be made, any connection with any **Town** sanitary sewer, house drain or appurtenance thereof, for the purpose of conveying, or which may convey, into the same any inflammable or explosive material, storm water, roof drainage, cistern or tank overflow, condensing or cooling water, or water from a sump pit.
- d) No **person** shall discharge the contents of any privy vault, septic tank or holding tank, directly or indirectly, into any **Town** sanitary sewer or house drain connected therewith.
- e) No **person** shall turn, lift, remove, raise or tamper with the cover of any manhole, ventilator or other appurtenance of any **Town** sanitary sewer, except duly authorized employees of the **Town**.
- f) No **person** shall cut, break, pierce, or tap any **Town** sanitary sewer or appurtenance thereof, or introduce any pipe, tube, trough, or conduit into any **Town** sanitary sewer, except duly authorized employees of the **Town**.
- g) No **person** shall interfere with the free discharge of any **Town** sanitary sewer, or part thereof, or do any act or thing which may impede or obstruct the flow or clog up any **Town** sanitary sewer or appurtenance thereof.
- h) The **Director** or designate shall have the right at a reasonable time to enter houses or other places which have been connected with **Town** sanitary sewer facilities and access must be given to them to ascertain whether or not any improper material or liquid is being discharged into the sanitary sewers, and they shall have power to stop or prevent from discharging into the **wastewater system** any private sewer or drain through which substances are discharged which are liable to injure the sanitary sewers or obstruct the flow of sewage.
- i) **Sanitary sewer service line** connections not connected to a building must be capped to prevent contamination to the main sanitary sewer service to the satisfaction of the **Director**.

- j) A clean out shall be placed on all **sanitary sewer service lines** upon installation or replacement of the line. All costs shall be at the expense of the **owner**. The clean out shall be placed at the property line in an accessible location.
- k) Foundation weeping tiles shall be plumbed into the **stormwater system** where such a system exists. If no **stormwater system** exists, the foundation weeping tiles shall be directed into a sump within the building. Foundation weeping tiles shall not be directly connected into the **sanitary sewer service line**. Roof leaders (including eaves troughs, gutters and downspouts) shall not be tied into the foundation weeping tiles or **sanitary sewer service line**.
- l) No **person** except those authorized by the **Director** shall interfere with the free discharge or interfere with the free flow of any component of the sanitary sewer line.
- m) The **property owner** shall at all times protect against damage of all components of the **sanitary sewer service line** including any inspection chambers and clean outs that have been installed external to the building.
- n) All **sanitary sewer service lines** laid in private **property** between the property line and the **sanitary sewer main** shall be performed in accordance with **engineering standards** and best practices developed by the **Public Works Department** as amended from time to time and all **sanitary sewer service lines** shall be a minimum of 100 mm diameter in size.
- o) All single family residences, duplexes and triplexes shall have separate **sanitary sewer service lines** for each individual residence.
- p) All four-plexes and larger residential complexes may have a common **sanitary sewer service line** but said common **sanitary sewer service line** shall be a minimum size of 150 mm in diameter.
- q) Septic tanks, septic fields, pump outs and other methods of disposal of sanitary sewer are prohibited within the **Town of Bonnyville** except with the approval of **Council**.

8.03 Sector Specific Pretreatment- Wastes related to vehicle and equipment washing, repair and maintenance:

- a) No waste or discharge resulting from any trade, industrial, manufacturing process, equipment service station, repair shop or garage or of premises where motor vehicles are repaired, lubricated, maintained, or washed shall be directly discharged into any **Town** sanitary sewer without such previous treatment as shall be prescribed

by the **Director** for each such case. The necessary treatment works so prescribed shall be completely installed by the applicant, at their expense, prior to the construction of the **sanitary sewer service line** connection, and thereafter shall be continuously maintained and operated by the applicant.

- b) Installation of a interceptor at a directly accessible location on the upstream side of the monitoring access point in or on the premises that is designed and sized in accordance with the requirement of the National Plumbing Code of Canada and **building code** to prevent hydrocarbons, flammable liquids and TSS from passing into the **wastewater system**.
- c) The **person** shall monitor, operate, properly maintain at all times, and clean each interceptor installed in or on the premises;
- d) The **person** shall ensure that all wastewater does not exceed the concentration limits for hydrocarbons, BTEX and TSS, as set out in 9.02
- e) The **person** shall maintain a record of interceptor cleaning and maintenance, in the form as prescribed in Schedule "G" of this Bylaw, and submit each such record to the **Director** or designate upon request.

8.04 Prohibition on bypassing interceptors

- a) A **person** must not use emulsifiers, enzymes, bacteria, solvents, hot water or any other agent or product directly into or upstream of an interceptor to facilitate the passage of **FOG** or hydrocarbons through an interceptor.

8.05 Sector Specific Pretreatment- Food Service Establishments

- a) Grease traps of sufficient size and approved design shall be placed on the waste pipes from all hotels/motels, restaurants, and such other places where food is cooked, processed, prepared or where **FOG** is released must do the following:
 - i) Install a **FOG** interceptor at a directly accessible location on the upstream side of a monitoring access point in or on the premises that is designed and sized in accordance with CAN/CSA B481, and meets the requirement of the National Plumbing Code of Canada to prevent **FOG** from passing into the **wastewater system**;
 - ii) Monitor, operate and properly maintain at all times, and clean each **FOG** interceptor installed in or on the premises in accordance with the requirement set by CAN/CSA B481.

- Grease interceptors shall be serviced before the combined volume of **FOG** solids exceeds 25% of the liquid volume of the grease interceptor
 - Grease interceptors shall be serviced at least once every 4 weeks. Proper servicing consists of removing the entire content and thoroughly cleaning the grease interceptor and inspecting its components.
- iii) Ensure that all wastewater does not exceed the concentration limits for **FOG**, as set out in 9.02 (d).
 - iv) Maintain a record of **FOG** interceptor cleaning and maintenance, in the form as prescribed in Schedule “F” of this Bylaw, and submit each such record to the **Director** or designate upon request.
- b) Accumulations removed from grease traps shall be placed in containers specifically designed for such waste and shall not be disposed of in any component of the **wastewater system** or delivery to any class III **Town** landfill.

8.06 Sanitary Sewer Connections

- a) No **person** other than duly **authorized persons** of the **Town**, acting under the direction of the **Director of Operations** shall make any connection to, or shall cut or otherwise tamper in any way with a public or **Town** sanitary sewer unless authorized by the **Director**.
- b) Only an **authorized person** shall open, close, operate or interfere with any manhole, ventilator or other appurtenance of the **wastewater system**.
- c) The **property owner** can request disconnection of the **sanitary sewer service line** for any reason provided that a minimum of 48 hours' notice is given for non-**emergency** disconnects. In the event that a **sanitary sewer service line** freezes following a request from the **property owner**, the **property owner** shall be responsible for all costs associated with thawing the **sanitary sewer service line** and any damages that may result from the freezing of the **sanitary sewer service line**.
- d) If the **property owner** does not utilize the **sanitary sewer service line** for an extended period and the **sanitary sewer service line** freezes, the **property owner** shall be responsible for the costs of thawing the **sanitary sewer service line** as stated in Schedule “B”.
- e) All **property owners** shall give access to an **authorized person** for the purposes of determining the materials being discharged into the **wastewater system** and disconnection of the **sanitary sewer service line** due to any contravention of this Bylaw.

8.07 **Application** for Sanitary Sewer Connections

- a) No house drain or private sewer shall be connected to **Town** sanitary sewer until the **owner** thereof shall have obtained a Development Permit and Building Permit for **sanitary sewer line connections** through the **Town** office. All **applications** for connections to the **Town** sanitary sewers must be made on the printed forms furnished by the Planning and Development Department or Administration Department of the **Town**.
- b) It shall be a consideration of the granting of any **application** for a **sanitary sewer service line** connection that the **Town** or any of its employees shall not be liable for any damage of whatsoever nature caused either directly or indirectly by such **sanitary sewer service line** connection.
- c) The **Director of Operations** may revoke or annul any permission on **sanitary sewer service line** connections that may have been granted to connect with the **Town** sanitary sewers if it is found that any of the work is not being done in accordance with the provision of this Bylaw, and the **persons** making such connections or their successors in interest, shall have no right to demand or claim any damages in consequence of such permission being revoked or annulled.

8.08 Sanitary Sewer Service Line

- a) The **property owner** shall be responsible for clearing any blockages including tree roots in the **sanitary sewer service line** from the building to the **sanitary sewer main**.
- b) Where a blockage is located on the **owner's property** and cannot be cleared the **owner** shall be responsible for arranging and paying for any work required to restore the operation of the **sanitary sewer service line**.
- c) Where the **sanitary sewer service line structural integrity** is compromised between the property line and **sanitary sewer main** the **Town** shall undertake the repair of the **sanitary sewer service line** and shall bear the cost of the repairs.
- d) If an **owner** believes that the **sanitary sewer service line** is performing poorly or it repeatedly causes problems, the **owner** may request the **Town** do an inspection of the **sanitary sewer service line** once it is flowing, during regular working hours. If the problem is located on the **property owner's** portion, the **property owner** is responsible for all costs related to the replacement. At this time the **Director** may provide the **property owner** with the option of have **Town**

forces correct the problem for a fee as established by the **Director**. If the problem is located on the **Town's** portion the **Town** shall undertake the repairs.

- e) The **property owner** shall be responsible for the proper operation of the **sanitary sewer service line** from the **sanitary sewer main** to the building.
- f) The **Town** shall be responsible for the **structural integrity** of the **sanitary sewer service line** from the **sanitary sewer main** to the **property** line if the operation, maintenance and repairs are required due to freezing related to bury depth or poor **structural integrity** of the **sanitary sewer service line**.
- g) Once the **sanitary sewer service line** is flowing the **Town** may inspect the **sanitary sewer service line** with a CCTV but it will only be for the purposes of structural inspection of the **sanitary sewer service line** between the **property** line and **sanitary sewer main**.
- h) If a request from a **property owner** or **tenant** is received regarding a plugged **sanitary sewer service line**. The **public works department** will ensure the **sanitary sewer main** is flowing and not the cause of the operational issue.
- i) If the problems with the **sanitary sewer service line** cannot be attributed to the specific causes identified above, then the **property owner** shall be responsible for the inspection costs.
- j) Existing **sanitary sewer service lines** that are to be abandoned are to be abandoned to the **sanitary sewer main** in a manner approved by the **Director**.

8.09 Sanitary Sewer Service Line Conditions

- a) The **person** occupying any premises connected to a **sanitary sewer main** by a **sanitary sewer service line** shall maintain the line in operating condition at all times, and shall be fully responsible for the repair and maintenance of the said household **sanitary sewer service line**.
- b) In default of the **persons** so doing, whether notified or not, the **Town** may enter upon the lands where the **sanitary sewer service line** is situated and by its **authorized persons** repair it and charge all costs for repairs to the said **person**.
- c) No **person** shall interfere with, damage or make inaccessible any inspection chamber or clean out due to the construction of sidewalks, pathways, driveways, trees etc. If it is required to make any repairs or change due to inaccessibility to or damage to **curb stops**, the **owners** of the **property** being serviced by said inspection chamber or clean out shall, in addition to the penalties set out in this

Bylaw be required to assume all costs involved in said repair of changes under Schedule "B".

8.10 Outside **Town**

- a) Where Sanitary Sewer is supplied to any Customer outside the **Town of Bonnyville**, that Customer shall pay to the **Town** the rates approved by **Council** as set out in Schedule "B" of this Bylaw.
- b) The terms and conditions of Sanitary Sewer Services provision shall be in accordance with Wastewater Services agreements between the **Town of Bonnyville** and the Customer, subject to approval by **Council**.

SECTION 9.0 PROHIBITED MATERIALS

- 9.01 Except as otherwise provided in this Bylaw, no **person** shall release or discharge, or permit the releasing or discharge of any waste described in Schedule "E" into the **wastewater system** or **stormwater system**.
- 9.02 Except as otherwise provided in Subsections 9.03 and 9.04, no **person** shall cause or allow to be discharged into the **wastewater system** wastewater which:
 - a) has a biochemical oxygen demand greater than 1,000 milligrams per litre;
 - b) has a chemical oxygen demand greater than 2,400 milligrams per litre;
 - c) contains suspended solids in excess of 1,200 milligrams per litre;
 - d) contains more than 450 milligrams per litre of fats, oil and grease (**FOG**);
 - e) contains more than 50 milligrams per litre of hydrocarbons; or
 - f) contains more than 1 milligram per litre of BTEX
- 9.03 Subsection 9.02 does not apply to prevent the discharge of **sanitary sewer effluent**.
- 9.04 Where the **Town** is satisfied that wastewater which does not meet the requirements of Subsections 9.01, 9.02 or Schedule "E" will not damage the **wastewater system** the **Town** may, notwithstanding Subsections 9.01 or 9.02, by approval given in writing, allow such wastewater to be deposited into the **wastewater system** upon such terms and conditions as the **Town** may specify including, but not limited to, periodic testing of the wastewater and the payment of surcharges in accordance with requirements set by the **Town**.
- 9.05 No **person** shall, for the sole purpose of meeting any concentration limits set out in this Bylaw, dilute any wastewater intended to be deposited in the **wastewater system**.

- 9.06 An **authorized person** shall have the right at reasonable times to enter houses or other **property's** which have been connected to the **wastewater system**, and facilities to ascertain whether or not any improper connections or material or liquid is being discharged into the **wastewater system**, and the **Director of Operations** shall have the authority to stop or prevent the discharging into the **wastewater system** from any privately owned sewer or drain through which substances are discharged which are liable to cause damage to the **wastewater system** or obstruct the flow of **sanitary sewer main** or lift station operations.
- 9.07 No waste or discharge resulting from any trade, industrial or manufacturing process, shall be directly discharged to the **wastewater system** without such previous treatment as shall be prescribed by the **Town** for each such case. The necessary treatment work so prescribed shall be completely installed by the **owner** at their expense, prior to the construction of the **sanitary sewer service line** connection and thereafter shall be continuously maintained and operated by the **property owner**.

SECTION 10 STORMWATER SYSTEM

10.01 Use and Protection of Stormwater System

- a) The **Town stormwater system** is for the disposal of rainfall runoff, snow melt runoff and weeping tile discharges providing that the foundation weeping tile is directly connected to the **stormwater system**.
- b) No **person** shall throw, deposit or leave in/or upon any **Town stormwater system** and related appurtenances any **prohibited substance** or any substance listed under the applicable Section in Schedule "E".
- c) No **person** shall permit to be discharged into any **stormwater system** and/or around the **stormwater system** and related appurtenances snow and snow accumulation removed from open spaces, any liquid which would adversely affect any component of the **stormwater system** or the treatment of the **storm sewer** unless such liquid has been pre-treated to the satisfaction of the **Director**, any runoff by which the free flow of the **storm sewer** may be interfered with, any chemical refuse or other trade waste, or any waste stream, condensing water, heated water or other liquids of a higher temperature than seventy five degrees Celsius or any other refuse matter of any kind not specifically listed and not in conformance with 10.01 a).
- d) Foundation weeping tiles shall be plumbed into the **stormwater system** where such a system exists. If no **stormwater system** exists, the foundation weeping tile shall be directed into a sump within the building. Foundation weeping tile shall not be directly connected into the **sanitary sewer service line**. Roof

leaders (including eaves troughs, gutters and downspouts) shall not be tied into the foundation weeping tile.

- e) No **person** except those authorized by the **Director** shall make any connection with any components of the **stormwater system**.
- f) All **storm sewer** service lines laid in private **property** between the **property** line and the **storm sewer main** shall be performed in accordance with **engineering standards** developed by the **Public Works Department** as amended from time to time and all storm sewer service lines shall be a minimum of 200 mm in diameter. A **catch basin** shall be installed on all storm sewer service lines. To ensure proper drainage off of private **property**, all open land must be sloped in accordance with the **Town of Bonnyville's engineering standards**
- g) No **person** except those authorized by the **Director** shall, open, close, operate or interfere with any **catch basin**, manhole, ventilator or other appurtenance of the **stormwater system**.
- h) No **person** except those authorized by the **Director** shall interfere with the free discharge or the free flow of any component of the **stormwater system**.
- i) The **property owner** shall ensure that berms or other spill containment measures of a sufficient size and design be installed at all petroleum dispensing locations and any other facility as determined by the **Director**. The **property owner** shall ensure that the berms or other spill containment measures are maintained, cleaned and operated properly. Accumulations removed from the berms or other spill containment measures shall be disposed of in accordance with Provincial, Federal and Municipal regulations and shall not be disposed of in any component of the **stormwater system**, or **wastewater system** and is to be disposed of at the appropriate landfill or disposal site.
- j) Effective 2025 all new developments are not permitted to direct, discharge or allow **storm sewer** drainage to be placed in the **wastewater collection system**.

10.02 Retention and Treatment

The **Town** may permanently or temporarily require the **owner** or occupant of a **property** to treat impound, manage, or otherwise retain surface drainage of such a **property**;

- a) If **prohibited materials** are likely to directly or indirectly enter the **stormwater system** from the **property**;
- b) If the storm drainage from the **property** is likely to directly or indirectly cause erosion, damage, or other adverse effects to the **property** adjacent or **property** owned or occupied by the **Town**;

- c) In order to control the volume and/ or ensure the water quality of storm drainage directly or indirectly entering the **stormwater system**.

10.03 Storm Sewer Service Line

- a) The **property owner** shall be responsible for the operation, maintenance and repairs of the storm sewer service line from the **storm sewer main** to the building.
- b) The **Town** shall be responsible for the operation, maintenance, and repairs of the storm sewer service line from the **storm sewer main** to the **property** line if the operation, maintenance and repairs are required due to freezing or structural defects of the storm sewer service line in said area.
- c) All new storm sewer service lines shall be installed in accordance with **engineering standards** and the **Public Works Departments** procedures as amended from time to time.
- d) Existing storm sewer lines that are to be abandoned are to be abandoned to the **storm sewer main** in a manner approved by the **Director**.

10.04 Storm Sewer Service Line Conditions

- a) No **person** shall interfere with, damage or make inaccessible any **catch basin** or culvert due to the construction of sidewalks, pathways, driveways, trees etc. If it is required to make any repairs or change due to inaccessibility to or damage to **catch basins** or culverts, the **owners** of the **property** being serviced shall, in addition to the Fines in the Bylaw be required to assume all costs involved in said repair of changes under Schedule "B".
- b) The **property owner** shall at all times protect against damage all components of the storm sewer service line including any **catch basins**, manholes, culverts and inspection chambers and clean outs that have been installed external to the building.
- c) The **property owner** shall ensure that culverts, **catch basins**, manholes and related **stormwater system** appurtenances are kept free of debris, snow and other accumulations.
- d) The maximum length of culverts and diameters sizes in open drainage areas shall be as referenced in the **Towns engineering standards** and the **Public Works Department**.

SECTION 11 UNLAWFUL, UNAUTHORIZED AND ACCIDENTAL RELEASES

- 11.01 Any **person** who releases or discharges, or causes or permits the release or discharge of any waste into the **wastewater system** or the **stormwater system** in contravention of this Bylaw, shall immediately notify:
- a) the 9-1-1 emergency telephone number if there is an immediate danger to human health and/or safety; or
 - b) if there is no immediate danger:
 - i) the Town's 24-hour emergency number,
 - ii) the **owner** of the premises where the release occurred, and
 - iii) any other **person** whom the **person** reporting knows or ought to know may be directly affected by the release.
- 11.02 The **person** reporting the release or discharge shall provide the following information:
- a) location where the release occurred,
 - b) their name and a telephone number where they may be reached,
 - c) time of the release,
 - d) type of material released and any known associated hazards,
 - e) volume of material released, and
 - f) corrective action being taken, or anticipated to be taken, to control the release.
- 11.03 The **CAO** may require the **owner**, or the **person** responsible for the release described in subsection 11.01, to do either, or both, of the following:
- a) compensate the **Town** for all costs incurred by the **Town** with respect to the release, including containment, sampling, testing, removal, cleanup, disposal, and any other activity related to the release.
 - b) submit to the **CAO** a written report describing the cause of the release and the steps or procedures to be taken to prevent or eliminate a similar future release.
- 11.04 An **owner** or **person** who fails to submit a written report required by the **CAO**, pursuant to subsection (11.03) (b) is guilty of an offence under this Bylaw.
- 11.05 A **person** who releases or allows a release of a substance into the **wastewater system** or **stormwater system** in contravention of this bylaw must immediately take all reasonable measures to mitigate the release.

SECTION 12 BULK WATER

12.01 Use and Conditions of the Bulk Water System

- a) Users requesting the use of the bulk water facility shall enter into a Bulk Water Servicing Agreement with the **Town**.
- b) Users of the bulk water shall provide a **deposit** upon completion of the Bulk Water Servicing Agreement, which includes one Pin #. Additional Pin #'s for the facility may be purchased for a non-refundable fee. Upon termination of the account, this **deposit** shall be returned to the user less any outstanding amounts.
- c) Bulk Water rates in effect are indicated and included in Schedule "B" and shall be approved by **Council**, as amended from time by **Council**.

SECTION 13.0 SEPTAGE RECEIVING AND HAULED WASTEWATER

13.01 Use and Conditions of the Septage Receiving Station System

- a) Disposal of effluent is available through an automated facility located at the **Town of Bonnyville** sewer lagoon site.
- b) Users requesting disposal at the **Town of Bonnyville** sewer lagoons shall complete a Sewer Lagoon Disposal Registration form for each location site the effluent is originating from.
- c) Once the contractor/agent has received the PIN# from the of **Town Bonnyville** to dispose of effluent, they are informed that there may be random testing of their loads by either a visual inspection or by taking a sample of the load to ensure there are no hydrocarbons or other undesirables such as toxic pesticides, nutrients and heavy metals contained in the effluent.
- d) Rates for the disposal of effluent in effect are indicted and included in Schedule "B" and shall be approved by **Council**, as amended from time to time by Bylaw amendment of **Council**.
- e) Any **person** or contractor who violates any term or condition of this Bylaw shall be liable for a fine in accordance with Schedule "B" and discontinuance of disposal into the sewer lagoon site and the costs associated with any reclamation of the sewer lagoon site, as well as any liability arising from the violation.

- 13.02 No **person** shall discharge hauled septage into the wastewater collections system without first obtaining written approval from the **Town**.
- 13.03 No **person** shall discharge hauled wastewater into the wastewater collection system without first obtaining written approval from the **Town**.
- 13.04 Notwithstanding, Subsections 13.02 & 13.03, discharge of septic from recreational vehicles at approved dumping stations shall not require permission to discharge.

SECTION 14.0 ENFORCEMENT AND PENALTIES

14.01 Non- Payment of Utility Account

- a) The **property owner** shall be assessed a penalty on the outstanding balance on all **utility account invoices** not paid by the due date. Such penalty shall be added to the outstanding **utility account invoice** amount until the account is paid in full.
- b) The **property owner** shall have any outstanding balances on their **utility account invoice** as well as an administration fee of \$25.00 transferred to the **persons property** tax account if the outstanding balance remains unpaid for more that forty five (45) days following the date of billing. The **Town of Bonnyville** will provide the **property owner** with a courtesy ten (10) days notification after the initial forty five (45) days have passed prior to transferring the outstanding balance and before the account being subject to the \$25.00 administration fee.
- c) The **property owner** shall be responsible for all **utility account invoices** and other fees levied in respect of the water and/or **wastewater system**. In the event that the **property owner** defaults on any and/or all payments, the **Town** shall enforce payment by any means it so desires, including but not limited to action in court, seizure of goods or chattels, deduction from any sums payable for any reason to the **property owner** or their companies, transfer of the sums to the tax account for the **property** serviced by the utility account.
- d) The **property** shall be levied a fee for each cheque or automatic withdrawal for which the **property owner** has insufficient funds to cover the amount of the payment.

14.02 Offences and Fines

- a) Any **person** who does not comply with or contravenes a provision of this Bylaw is guilty of an offence and is liable to pay a fine as set out in section 14 of Schedule “B” to this Bylaw.
- b) Where a **Peace Officer** has reason to believe that an offence has occurred, the **Peace Officer** may issue a Violation Ticket pursuant to the *Provincial Offences Procedures Act*.
- c) If any **person** commits a second offence under this Bylaw within 6 months of pleading guilty or being found guilty of a first offence for the same matter, the person shall be liable to pay a fine of double the amount set out in section 14 of Schedule “B” to this Bylaw.
- d) Notwithstanding sections 14.01 (a) and (b) the **Director** and a **Peace Officer** may also issue an Enforcement Order pursuant to section 545 of the *Municipal Government Act* to any person who is in contravention of this Bylaw and require that person to remedy that contravention within a specified period of time.

14.03 Disconnection of Utility Services

- a) Any **property owner** who has committed an offence or is otherwise in contravention of this Bylaw, including for non-payment of **utility account invoices**, may be subject to the disconnection of the water and/or **sanitary sewer service line** until the contravention is rectified and all outstanding **utility account invoices** including any fine, repair costs, or other related costs and expenses are paid.
- b) The Director shall give 48 written hours’ notice to any **property owner** prior to disconnection of the water of **sanitary sewer service lines** in accordance with section 14.01 (a)
- c) If the **Town** is requested to reconnect water or sanitary sewer services following the remedy of the contravention that resulted in the disconnection pursuant to section 14.01(A), a reconnection fee must be paid as set out in Schedule “B”.

SECTION 15.0 SEVERABILITY PROVISION

- 15.01 It is the intention of **Council** that each separate provision of this Bylaw shall be deemed independent of all other provisions herein and it is the further intention of **Council** that if any provision of this Bylaw is declared invalid, all other provisions hereof shall remain valid and enforceable.
- 15.02 If a court or tribunal of competent jurisdiction declares any portion of this Bylaw to be illegal or unenforceable, that portion of the Bylaw will be considered to be severed from the balance of the Bylaw, which will continue, to operate in full force.

SECTION 16.0 TRANSITIONAL AND COMING INTO FORCE

- 16.01 This Bylaw shall come into force and effect upon the date of the passing of the third and final reading and signed thereof.
- 16.02 Upon the coming into force of this Bylaw, Bylaw No. 1392-12 – Utility Bylaw and all amendments thereto of the **Town of Bonnyville** are hereby repealed.

SECTION 17.0 SCHEDULES

- 17.01 These schedules are attached to and form part of this Bylaw and may be amended from time to time by **Council**:

Schedule “A” – Utility Servicing Procedure

Schedule “B” – Utility Fees and Charges

Schedule “C” - Tenant Utility Application Form

Schedule “D” – Release of Liability

Schedule “E”- Prohibited Materials

Schedule “F”- FOG Interceptor Service Record

Schedule “G”- Pre-treatment Maintenance Record

Schedule “H” – Utilities Request

INTRODUCED AND GIVEN FIRST READING this 28th day of January, A.D., 2025.

Mayor

Chief Administrative Officer

GIVEN SECOND READING this _____ day of _____, A.D., 2025.

Mayor

Chief Administrative Officer

GIVEN THIRD AND FINAL READING this _____ day of _____, A.D., 2025.

Mayor

Chief Administrative Officer

TOWN OF BONNYVILLE
BYLAW NO. 1587-25– UTILITY BYLAW
SCHEDULE “A”
UTILITY SERVICING PROCEDURE

There shall be no exceptions to this procedure:

1. Developer applies for a water and sewer service connection at the time of the development and building permit stage. At time of permit **application**, the developer shall notify the **Town** of the proposed Sanitary Sewer and Water service sizes. The developer can apply for a water account and water connection for construction water.
2. At the time the Developer is issued a development/building permit, the developer shall notify the **Town** of the anticipated servicing tie-in date so that arrangements can be made for inspection by the **Public Works Department**. A minimum of forty eight (48) hours advance notice of tie-ins is mandatory.
3. **Public Works** to supply **curb stop** operating rod and box and sanitary sewer inspection tee/cleanout (if necessary). Developer to install these components and **Public Works** to inspect tie-in.
4. Developer to arrange for installation of water **meter**.
5. Developer to provide adequate **meter** room and protection for the water **meter**.
6. If not already done so, the Developer shall establish a utility account with the **Town of Bonnyville** for construction water. The **property owner** shall establish a utility account with the **Town of Bonnyville** once final inspection and an occupancy permit are complete.
7. The **Public Works Department** shall supply water **meters** (including wiring and fittings) less than 25 mm in size to **properties** zoned Residential up to and including four plexes. A minimum of forty eight (48) hours advance notification is required prior to supply of water **meter**, fittings and wire.
8. Water **meters** (including wiring and fittings) not included in section 7 shall be provided by the developer in accordance with specification for water **meters** as established by the **Public Works Department**. Only **meters** meeting the specifications and approved by the **Public Works Department** shall be installed.
9. Developer to install the water **meter** in a horizontal position in accordance with the manufacturer's recommendations.
10. **Public Works** to inspect **meter** installation and wiring. Forty eight (48) hours advance notification is required prior to inspection.
11. **Public Works** to turn on water upon the completion of the above items.
12. Developer may be required to provide pressure and flow tests on the water service and to provide video tape of sanitary service.
13. Once all of the above items have been completed, **Public Works** will notify Planning and Development of conformance in regard to utility servicing.

TOWN OF BONNYVILLE
BYLAW NO. 1587-25
SCHEDULE "B"
UTILITY FEES AND CHARGES
(EFFECTIVE February XX, 2025)

1. Utility Servicing Agreement

- a) The **application** for the utility servicing agreement shall be accompanied by a **deposit** in the amount of two thousand dollars (\$2,000.00) prior to any connections being made. The said **deposit** shall be utilized for restoration of any damage to any components of the **water distribution system, wastewater system, stormwater system, roadway system, sidewalk system** or any other system in the event that the developer fails to rectify the damage or has unpaid **utility account invoices**. Following restoration of any damage or payment of accounts, any remaining funds from the **deposit** shall be returned to the developer.
- b) A fee of three hundred dollars (\$300.00) shall be levied for any connection to any component of the **water distribution system**.
- c) A fee of two hundred dollars (\$200.00) shall be levied for any connection to any component of the **wastewater system**.
- d) A fee of two hundred dollars (\$200.00) shall be levied for any connection to any component of the **stormwater system**.
- e) For outside of **Town** Customers:
The terms and conditions of Water and Sanitary Sewer Services provision shall be in accordance with Water and Wastewater Services agreements between the **Town of Bonnyville** and the Customer, subject to approval and/or amendment by **Council**. These agreements shall include a connection fee to be paid by the Customer to the **Town**, calculated as the aggregate of the following Sections.

2. Water Service Agreements:

- i. being the legal and engineering costs incurred by the **Town** in the preparation, negotiation and execution of water services.
- ii. a proportionate share of the capital costs of constructing or acquiring the **Town** system calculated as follows:

Area of Customer Service Area in Acres x an amount equivalent to Offsite levy charges that would be charged to Town residents for water provision (currently \$4,768.00/acre)

3. **Wastewater Service Agreements:**

- i. being the legal and engineering costs incurred by the **Town** in the preparation, negotiation and execution of Wastewater Services Agreement;
- ii. a proportionate share of the capital costs of constructing or acquiring the **Town** System calculated as follows:

Area of Customer Service Area in Acres x an amount equivalent to Offsite levy charges that would be charged to **Town** residents for wastewater provision (currently **\$3,726.00/acre**).

4. **Utility Consumption/Usage Fees**

- a) The utility rates shall be as follows, and as amended from time to time:

Utility Service Fee	\$13.94 per month
Utility Consumption/Usage Fee	\$ 2.81 per cubic meter as measured by the water meter.

(For internal accounting purposes, the Consumption/Usage Fee will be split 75/25 Water/Sewer)

- b) For outside of **Town** Customers:

Water Services: A Variable Rate of \$3.84/m³ of Water measured at the **Meter** located within the **Town** Metering Station.

Wastewater Services: Currently \$2.91/m³, based upon a rate of 80% of potable water delivered to the Customer under the Water Supply or Service Agreement.

subject to approval and/or amendment by **Council**.

5. **Bulk Water Servicing Agreement**

- a) The **application** for the Bulk Water Servicing Agreement shall be accompanied by a **deposit** in the amount of one hundred dollars (\$100.00) prior to the PIN # being distributed. The said **deposit** shall be returned to the bulk water account holder less any outstanding amounts on the account.
- b) A non-refundable fee of twenty five dollars (\$25.00) shall be levied for each additional PIN # required for said account.

6. **Bulk Water Consumption/Usage Fees**

The bulk water rates shall be as follows, and as amended from time to time:

Bulk Water Minimum Service	\$35.00
Prepaid Consumption	\$ 1.00 per 0.15 cubic meters
PIN # Consumption/Usage	\$ 6.50 per cubic meter

7. **Sewer Lagoon Effluent Disposal Registration- Out of Area Domestic**

- a) Users requesting disposal within the **Town of Bonnyville** sewer lagoons shall complete a Sewer Lagoon Disposal Registration form for each location site the effluent is originating from. Upon receiving the completed registration form the **Town** will issue an access code for each location.
- b) A non-refundable fee of twenty-five dollars (\$25.00) shall be levied for each additional PIN # required for said account.

Sewer Lagoon Effluent Disposal Registration – MD Domestic

- a) Users applying to dump MD domestic wastewater will be able to dispose of multiple residential sites on a dedicated access code. Multiple sites are allowed to be discharged at the same load, but the registrant is required to comply with the applicable registration form.

8. **Sewer Lagoon Effluent Disposal Usage Fees- Out of Area Domestic**

The sewer lagoon effluent disposal usage fees will be as follows, and as amended from time to time:

PIN # Disposal Usage	\$20.00 per cubic meter
Fixed Rate	\$100.00 per disposal

Sewer Lagoon Effluent Disposal Usage Fees – MD Residential

The sewer lagoon effluent disposal usage fees will be as follows, and as amended from time to time:

Fixed Rate	\$60.00 flat rate per disposal
------------	--------------------------------

The flat rate disposal fee is to be supplemented through the MD of Bonnyville and reviewed annually to ensure total cost recovery.

9. **Service Administration Fee**

- b) The **property owner** shall be levied a fee of twenty-five dollars (\$25.00) for each requested move or transfer to a new location within the **Town of Bonnyville**.
- c) The **property owner** shall be levied a fee of twenty-five dollars (\$25.00) for each time an outstanding utility balance over 45 days is transferred to their property tax account.

10. **Utility Disconnection/Reconnection Fee**

The **property owner** shall be levied a fee of seventy-five dollars (\$75.00) for each requested disconnection and subsequent reconnection.

11. **Utility Service Deposit**

The application for **utility services** shall be accompanied by a deposit in the amount as follows, and as amended from time to time:

- | | | |
|----|------------------------|----------|
| a) | Property Owner | \$50.00 |
| b) | Landlord/Tenant | \$150.00 |

The said deposit shall be returned to the **utility service** account holder less any outstanding amounts on the account.

12. **Penalty**

The penalty shall be (4.95%). The penalty is applied to the overdue portion of the **utility account invoice**.

13. **Non-Sufficient Funds Charges**

A fee of twenty five dollars (\$25.00) shall be levied for each cheque or automatic withdrawal for which the **property owner** has insufficient funds to cover the amount of the payment.

14. **Fines in Respect to Bylaw Contraventions**

For each contravention of the Bylaw, a fine of five hundred dollars (\$500.00) in addition to the Costs specified within Section 14 of the Bylaw may be levied against the offending **person**.

15. **Table of charges**

Service	Fee	Regular Hours	After Hours
Paper Utility account invoice	\$2.00/ invoice		
CCTV inspection on service		\$500.00 (fee to be waived if structural integrity issue is identified on service line between property line and sanitary sewer main)	NA
Hand sewer snake		No charge, if returned. Replacement price if not.	No Charge, if returned. Replacement price if not.
Thawing Residential Sanitary Service		\$70.00 per hour per employee plus \$100.00 per hour for thawing equipment	
Thawing Residential Water Service		\$70.00 per hour per employee plus \$60.00 per hour for thawing equipment	
*Minimum 2-hour charge for all hourly call outs			

16. **Custom Work**

Anytime an invoice or charge is to be generated due to custom work or chargeable work as a result of a service provided or a contravention within the Bylaw the most recent version of "Alberta Roadbuilders and Heavy Construction Association" rates will be used plus a 10% administration fee.

**TOWN OF BONNYVILLE
BYLAW NO. 1587-25
SCHEDULE "C"
TENANT UTILITY APPLICATION FORM**

Tenant's Name: _____

Address of Property: _____

Mailing Address: _____

Tenant's Phone (Residential): _____ (Work): _____

Tenant's (Cellular): _____

Tenant's Email Address: _____

Place of Employment: _____

Effective Date: _____ Prior Account: Yes No

Landlord's Name: _____

Landlord's Mailing Address: _____

Landlord's Phone: _____

Landlord's Email Address: _____

Deposit Paid: _____

This personal information is being collected under the authority of the **Municipal Government Act**, and will be used to administer and maintain your utility account. It is protected by the privacy provisions of the Freedom of Information and Protection of Privacy Act.

Tenant Signature: _____ Date: _____

Property Owner Signature _____ Date: _____

**TOWN OF BONNYVILLE
BYLAW NO. 1587-25
SCHEDULE "D"**

RELEASE OF LIABILITY, WAIVER OF CLAIMS.
ASSUMPTION OF RISKS AND INDEMNITY

WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, CLAIM DAMAGES, SEEK COMPENSATION.

Date: _____

Property Address: _____

I, (print name) _____, the **Property Owner**, am 18 years of age or older, and I am aware that going on By-pass involves inherit risks. Inherit risks include; flooding, possible freezing or leaking if not properly monitored by the **Property Owner, Tenant, or Property Manager**, daily. By completing this release of liability, the above acknowledges they are authorized by the **property owner** to do so.

The **Town** shall be responsible for the cost of the metered water utilized if the Bypass referred to above is required due to problems with the **Town's** portion of the **water service line**

As per Section 6.10 (e) of Bylaw No 1587-25, Water **meters**;

The **Public Works Department** may install a by-pass on all **water service lines** where there is a known history of freezing of the **water service line**. An **authorized person** of the **Town of Bonnyville** is to select one of the following:

Source of Freezing

The **Property Owner** shall be responsible for the cost of the metered water utilized if the by-pass referred to above is required due to problems with the **Property Owner's** portion of the **water service line** or inactivity.

Application

The **Town** shall be responsible for the cost of the metered water utilized if the Bypass referred to above is required due to problems with the **Town's** portion of the **water service line**.

The endorser hereby agree as follow:

Initial Below:

- (a) **TO WAIVE ALL CLAIMS** of every nature and kind at law or equity or under any statute that the **Property Owner/Tenant** has or may have in future against the **Town**.
- (b) **TO RELEASE THE TOWN** from all liability for injury, **property** damage, **property** loss or any other loss or expense that the **Property Owner/Tenant** may suffer or that the **Property owners** next of kin or legal representatives may suffer because of participation in the By-pass program.
- (c) **TO HOLD HARMLESS AND INDEMNIFY THE TOWN** from any and all liability, **property** damage, **property** loss or any other loss or expense to any party, including to the **Property Owner/Tenant** as a result of participation in the Bypass Program.
- (d) **THAT THIS AGREEMENT WILL BE EFFECTIVE AND BINDING UPON** the **Property Owner/Tenant** and the **property owner's** heirs, next of kin, executors, administrators, and assigns.
- (e) The **Property Owner** or **Tenant** is responsible for monitoring the by-pass to ensure it is not damaged, freezes or leaks causing damage to the **Property Owners** property.

The **Property Owner/Tenant** for residential or commercial **property** hereby acknowledge that they have read the foregoing and have had the opportunity to ask questions and clarifications before signing. The **Property Owner/Tenant** acknowledge that they understand its content, import and meaning and hereby do agree, approve, and consent to the above.

Signature: _____

Date: _____

Please include an email address if you would like an electronic copy of this waiver:

TOWN OF BONNYVILLE
BYLAW NO. 1587-25– UTILITY BYLAW
SCHEDULE “E”
SECTION 7: PROHIBITED MATERIALS

The following shall not be discharged into the wastewater collection system:

1. Waste which causes or will cause an adverse effect;
2. Any flammable liquid or explosive material;
3. A solvent or petroleum derivative including, but not limited to, gasoline, naphtha or fuel oil;
4. Any matter other than domestic wastewater, which by itself or in combination with another substance is capable of creating odors related to, but not limited to, hydrogen sulfide, carbon disulfide, or other reduced sulfur compounds, aminos or ammonia outside or in and around the wastewater collection system;
5. Any pesticides or herbicides;
6. Wastewater containing materials which by themselves or in combination with other materials become highly coloured and pass through the wastewater collection system discolouring the effluent;
7. Solids or viscous substances in quantities or of such size as to be capable of causing obstruction to the flow in the sewer including, but not limited to, ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, animal tissues, paunch manure and whole blood;
8. Radioactive materials in excess of concentrations greater than that specified under the Atomic Energy Control Act and the Atomic Energy Control Regulations or amended versions thereof;
9. Grit removed from commercial or industrial premises including, but not limited to, grit removed from car washing establishments, automobile garages, and restaurant sumps or from interceptors;
10. Any corrosive or toxic wastewater or other wastes which could adversely affect the wastewater collection system;
11. Wastes which will interfere with the disposal of bio solids resulting from municipal wastewater treatment;
12. Biological wastes;
13. Storm water drainage or sub-surface drainage except:
 - 13.1 sub-surface or foundation drainage connected to the wastewater collection system that was previously approved by the **Town of Bonnyville**;
 - 13.2 storm water drainage or sub-surface drainage unless authorized by the **Town** pursuant to Section 10 of this Bylaw.
14. Hazardous waste or hazardous materials.

The following shall not be discharged into the **stormwater system**:

1. Soil, sediment, or other solid matter;
2. Fecal matter, animal waste, dead animals or animal parts;
3. Cooking oils and greases;
4. Gasoline, diesel, motor oil, transmission fluid and antifreeze;
5. Solvents;
6. Paint cement or concrete wastes;
7. Sawdust, wood, fiberboard, or construction material;
8. Yard waste;
9. Pesticides, herbicides or fertilizers;
10. Biomedical waste or general medical waste;
11. Hazardous substances;
12. Industrial waste;
13. Soaps, detergents or other chemical products;
14. Water from hot tubs;
15. Any substance or combination of substances that emits an odour;
16. Fish and other aquatic fauna and flora not authorized in writing by the **CAO**.



UTILITIES REQUEST SCHEDULE "H"

Type of Request: Excavation Sewer Water Hydro Vac

Owners Name: _____ Date: _____

Owners Address: _____ Owners Email: _____

Phone #: _____ Operator: _____

Address: _____ Equipment and Material Used:

Labour: Time In: _____ Time Out: _____

Operator Report:

I, _____ am the Owner/ Manager /Tenant (circle one) of the above property. *(Please Print)*

LIABILITY WAIVER

I hereby authorize the Town of Bonnyville to attempt to provide services as mentioned above and waive all responsibility to the Town of Bonnyville for any damage to the above property or contents resulting from the above mentioned service attempt.

CONSENT TO COST

I consent to be responsible for the service costs plus any material costs as required to rectify the problem if the problem is determined to be in, or have originated from the above property.

Date *Signature* *Witness*

PO Bag 1006, 4917 - 49 Avenue, Bonnyville, AB • T9N 2J7 • Ph: 780-826-3496- • Fax: 780-826-4806

Information on this form is collected for the sole use of the Town of Bonnyville and is protected under the authority of the Freedom of Information and Protection of Privacy Act, Sec. 33 (c) which regulates the collection, use and disclosure of personal information

Approved this _____ day of _____, A.D., 2025.

Mayor

Chief Administrative Officer