

Bylaw No. 1137 WATER UTILITY BY-LAW

*A Bylaw regulating and providing for the
Terms, Conditions, Rates and Charges for the supply
and use of the Water Utilities
in Starland County*

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

WHEREAS Starland County Council may pass Bylaws respecting public utilities;

WHEREAS Starland County deems it desirable to provide for public utilities for the provision of Water utilities in Starland County;

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

NOW THEREFORE the Municipal Council of Starland County, in the Province of Alberta, duly assembled, enacts as follows:

PART I - ENACTMENT

1.01 This Bylaw shall be called the "WATER UTILITY BY-LAW".

PART II - INTERPRETATION

2.01 In this Bylaw unless the context specifically indicates otherwise:

- (a) **"Applicant"** means a property Owner or occupier or the authorized agent of a property Owner or occupier who applies to the County for the supply of Water Services;
- (b) **"Application"** means the application made by a Customer for the supply of Water Services;
- (c) **"Building Project"** means the construction, demolition or alteration of any structure anywhere in the County but does not include landscaping or the construction, alteration or demolition of garages, garden sheds and similar structures which are accessory structures to residential premises;
- (d) **"Bulk Water"** means treated Water sold or supplied by the County in distinct quantities for sale, delivery, and/or use, typically by or through hauling by truck, off-site from the point of sale and delivery from the County excluding sales or other supplies for fire suppression purposes;
- (e) **"Bulk Water Facility"** means the land, buildings, equipment and other facilities used by the County for the sale and supply of Bulk Water;
- (f) **"Bylaw Officer"** means an individual employed by the County in the position of Bylaw Officer;
- (g) **"Charge" or "Charges"** means any amount assessed by the County to a Customer, other than a Rate, and including those Charges listed on **Schedule "C"**;
- (h) **"Chief Administrative Officer"** means the chief administrative officer of the County or their delegate;
- (i) **"Commercial Customer"** means the occupier of a Commercial Premises which has a separate Meter, and an approved Utility Account for Water Services;
- (j) **"Commercial Premises"** means all premises in the County which are not a Building Project or a Dwelling Unit;
- (k) **"Communication Wire"** means the wire which connects a Water Meter to a remote reading device;
- (l) **"Construction Manual"** means the standard specifications for construction of municipal improvements as established, revised and adopted from time to time by the County;

- (m) **“Customer”** means any person who has entered into, or deemed to have entered into, a contract with the County for the provision of Water Services, or who is the Owner or occupant of any property connected to or provided with the Water Main Connection;
- (n) **“Council”** means the duly elected Council of the County;
- (o) **“County”** means Starland County, or the area contained within the boundaries thereof, as the context requires;
- (p) **“County’s Water Facility”** means a facility used by the County for treatment and supply of Water comprised of land, buildings, equipment and other facilities including, without restriction, any and all Water Treatment Plant(s), Water Main(s), Water Main Connection(s), Fire Line(s), Fire Hydrant(s), and Meters, and **“County’s Water Facilities”** means some or all such facilities;
- (q) **“Deposit”** means and includes, as the context may require, a deposit or additional deposit paid pursuant to **Schedule “C”**;
- (r) **“Design Manual”** means the standard guidelines for design and development of municipal improvements as established, revised and adopted from time to time by the County;
- (s) **“Dwelling Unit”** means any building(s) on a single Lot occupied or used as living quarters or an abode by not more than three (3) families (solely to accommodate legal secondary suites and/or legal garage/carriage suites, collateral to the main single family dwelling), or unit within a multi-unit building occupied or used as living quarters or an abode by not more than one (1) family, but does not include a multi-unit condominium building, apartment building, mobile home park, Institutional Premises, Lodges or Mixed Use Residential Premises (unless separate Service Connection and/or Meter is provided for the residential unit(s) of such residential units);
- (t) **“Fire Hydrant”** means a fire hydrant located upon Private Property or, if and when Fire Hydrants are installed within the County, Fire Hydrants owned or under the control and management of the County;
- (u) **“Fire Line”** means a pipe that is intended solely for the purpose of providing a standby supply of water for fire protection purposes;
- (v) **“Force Majeure”** means events arising from acts of God, strikes, lockout, or other industrial disturbances, acts of public enemy, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, floods, earthquakes, explosions, fires, civil disturbance, mechanical breakdowns, intervention of federal, provincial, state or local government or from any of their agencies or boards, the order or direction of any court, and any other causes whether of the kind herein enumerated or otherwise, not within the reasonable control of the County and which by the exercise of reasonable diligence and at a reasonable cost the County is unable to prevent or overcome;
- (w) **“Institutional Premises”** means hospitals, schools, correctional centres and similar institutions and for the purpose of this Bylaw shall be deemed to be Commercial Premises;
- (x) **“Lodges”** means senior citizen lodges;
- (y) **“Lot”** means a lot as defined in the *Municipal Government Act* (Alberta) including, without restriction, a bare land condominium unit;
- (z) **“Manager”** means:
 - (i) the Municipal Services Manager, from time to time;
 - (ii) or the person designated to act in his or her place;
- (aa) **“Meter”** means any device supplied, used or authorized by the County for the purpose of measuring the volume of Water consumed on a property;
- (bb) **“Mixed Use Residential Premises”** means residential premises which are attached to or form part of a commercial, recreational or industrial development, where the commercial, recreational or industrial development is intended to and does primarily serve persons who are not living in the residential portion of the premises but does not include a dwelling unit with respect to which a permit to conduct a home occupation business has been issued pursuant to the County's Land Use Bylaw;
- (cc) **“Municipal Tag”** means a tag or similar document issued by the County pursuant to the *Municipal Government Act* that alleges a bylaw offence and provides a Person with the opportunity to pay an amount to the County in lieu of prosecution for the offence, and **“Municipal Tags”** means two or more of them;

- (dd) **“Non-residential Customer”** means any Customer who is not a Residential Customer;
- (ee) **“Normal Business Hours”** means 8:00 a.m. to 4:00 p.m. Monday to Friday, excluding statutory and civic holidays;
- (ff) **“Owner”** means the person registered as the Owner of a property pursuant to the provisions of the Land Titles Act (Alberta) and shall include a person who is purchasing a property under an agreement for sale;
- (gg) **“Peace Officer”** means a Person employed by the County in the position of peace officer in accordance with the *Provincial Offences Procedure Act*, and includes a member of the Royal Canadian Mounted Police;
- (hh) **“Person”** includes any individual, partnership, firm, corporation, municipality, association, society, political or other group, and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law;
- (ii) **“Private Property”** means any property which is not owned or controlled by the County;
- (jj) **“Private Water Utilities”** means, collectively;
 - (i) the Morning Glory Water Association;
 - (ii) any other or future local owner, operator and/or supplier of water services to customers, other than the County, as may be permitted from time to time pursuant to direct supply agreement with the County;
 and **“Private Water Utility”** means any one of them, as the context may require;
- (kk) **“Rate”** or **“Rates”** means any rate assessed by the County to a Customer pursuant to **Schedule “C”**;
- (ll) **“Regulations”** means regulations promulgated pursuant to the Canadian Plumbing Code and other applicable provincial legislation (Alberta);
- (mm) **“Remote Reading Device”** means the device attached to the outside of a building or elsewhere which enables the County to determine Water consumption registered by a meter, without entering the building in which the Meter is installed;
- (nn) **“Residential Customer”** means the occupier of a Dwelling Unit used exclusively for residential purposes which has a separate Meter, and an approved Utility Account for Water Services;
- (oo) **“Residential Premises”** means all buildings which are designed and used as living accommodations for individuals or families including Dwelling Units, condominiums, mobile home parks, apartment buildings, and Mixed Use Residential Premises, but does not include Institutional Premises or Lodges;
- (pp) **“Seal”** means a sealed wire loop that passes through one end connection and the body of a Meter to prevent tampering, and **“Sealed”** means a meter with a seal applied to it by the County;
- (qq) **“Service Area”** means the geographical area within which the County provides, is designated to provide, or is entitled to provide Water Services;
- (rr) **“Service Box”** means the operating rod, casing, and extension used for the operation of a service valve from ground level;
- (ss) **“Service Connection”** means that portion of pipes constructed or maintained by an Owner and used or intended to be used for the supply of Water, as the context may require, in the case of a Water service extending from the property line to the Meter including Water Meter Vaults;
- (tt) **“Service Kill”** means the physical disconnection of a Water Service Connection from a Water Main;
- (uu) **“Service Valve”** means the valve on a Water Main Connection;
- (vv) **“Shut-Off”** means an interruption in or discontinuation of the supply of Water Service;
- (ww) **“Single Family Residential Building”** means a building containing one residential dwelling unit only and which is not attached to any other building and shall include a mobile home for the purpose of this Bylaw;

- (xx) **“Specified Penalty”** means a specified penalty as defined in the Provincial Offences Procedures Act (Alberta);
- (yy) **“Sprinklering”** means the distribution of Water to the surface or sub-surface of lawns, gardens, or other areas situated outside buildings by pipes, hoses, sprinklers or any other method, and shall include all uses of Water other than human and commercial consumption and fire fighting;
- (zz) **“Street”** means all those lands situated within a road plan registered pursuant to the Land Titles Act (Alberta) and, where the context permits, include a highway;
- (aaa) **“Terms and Conditions”** means the manner in which the County is to provide Water Services as contemplated in Schedules “A”-“D” of this Bylaw;
- (bbb) **“Violation Ticket”** has the same meaning as in the *Provincial Offences Procedure Act*, and **“Violation Tickets”** means two or more of them;
- (ccc) **“Water Main Connection”** means that portion of pipes constructed by the County and used or intended to be used for the supply of Water, extending from the Water Main to the property line;
- (ddd) **“Utility Account”** means an account created pursuant to **Schedule “A”** for Water Services;
- (eee) **“Utility Invoice”** means an invoice rendered to a Customer for Rates and Charges payable pursuant to the provision of a Water Service governed by the Bylaw;
- (fff) **“Violation Ticket”** means a violation ticket as defined in the Provincial Offences Procedures Act (Alberta);
- (ggg) **“Voluntary Payment”** means a voluntary payment as defined in the Provincial Offences Procedure Act (Alberta).
- (hhh) **“Water”** means treated water suitable for human consumption;
- (iii) **“Water Mains”** means those pipes installed by the County for the conveyance of Water throughout the Service Area to which Water Main Connection and a Service Connection may be connected;
- (jjj) **“Water Service”** and **“Water Services”** means and includes the supply of Water by the County to Customers through a piped system, and without restricting the foregoing:
 - (i) for the purposes of the application of Part III of this Bylaw and the terms of **Schedule “A”**, as well as Part IV of this Bylaw and the terms of **Schedule “B”**, shall specifically exclude water supplies provided by the County to Private Water Utilities;
 - (ii) shall specifically exclude water services operated or provided by any Private Water Utility;
- (kkk) **“Water Treatment Plant”** means the Water Treatment Plant owned and operated by the County.

PART III – TERMS AND CONDITIONS - GENERAL

- 3.01** The general Terms and Conditions for the provision of the Water Services are as set out in **Schedule “A”**.

PART IV – TERMS AND CONDITIONS - WATER SUPPLY

- 5.01** The Water Service specific Terms and Conditions for the provision of Water Services are set out in **Schedule “B”**.

PART V – CHARGES AND RATES

- 6.01** The County may impose:
- (a) Charges as set out in **Schedule “C”**; and
 - (b) Rates for the provision of Water Services as set out in **Schedule “C”**.

PART VI – PENALTIES

- 7.01** A Person who contravenes any provision of this Bylaw is guilty of an offence.
- 7.02** In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues and a Person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such day.
- 7.03** For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed also to be an act or omission of the Person if the act or omission occurred in the course of the employee's employment with the Person, or in the course of the agent's exercising the powers or performing the duties on behalf of the Person under their agency relationship.
- 7.04** When a corporation commits an offence under this Bylaw, every principal, director, manager, employee or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence whether or not the corporation has been prosecuted for the offence.
- 7.05** If a partner in a partnership is guilty of an offence under this Bylaw, each partner in that partnership who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence.
- 7.06** A Person who is guilty of an offence is liable to a fine in an amount not less than \$100.00 and not exceeding \$10,000.00, and to imprisonment for not more than 6 months for non-payment of a fine.
- 7.07** Without restricting the generality of subsection (1) the fine amounts established for use on Municipal Tags and Violation Tickets if a voluntary payment option is offered are as set out in **Schedule "D"**.
- 7.08** A Peace Officer or Bylaw Officer is hereby authorized and empowered to issue a Municipal Tag to any Person who the Peace/Bylaw Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 7.09** A Municipal Tag may be issued to such Person:
- (a) either personally; or
 - (b) by mailing a copy to such Person at his last known post office address.
- 7.10** The Municipal Tag shall be in a form approved by the Chief Administrative Officer and shall state:
- (a) the name of the Person;
 - (b) the offence;
 - (c) the specified penalty established by this Bylaw for the offence;
 - (d) that the penalty shall be paid within 30 days of the issuance of the Municipal Tag; and
 - (e) any other information as may be required by the Chief Administrative Officer.
- 7.11** Where a Municipal Tag is issued pursuant to this Bylaw, the Person to whom the Municipal Tag is issued may, in lieu of being prosecuted for the offence, pay to the County the penalty specified within the time period indicated on the Municipal Tag.
- 7.12** If a Municipal Tag has been issued and if the specified penalty has not been paid within the prescribed time, then a Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*;
- 7.13** Notwithstanding subsection (1), a Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act* to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw;
- 7.14** If a Violation Ticket is issued in respect of an offence, the Violation Ticket may:
- (a) specify the fine amount established by this Bylaw for the offence; or
 - (b) require a Person to appear in court without the alternative of making a voluntary payment.
- 7.15** A Person who commits an offence may:
- (a) if a Violation Ticket is issued in respect of the offence; and
 - (b) if the Violation Ticket specifies the fine amount established by this Bylaw for the offence;

make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.

- 7.16** No Person shall obstruct, hinder or impede any authorized representative of the County in the exercise of any of their powers or duties pursuant to this Bylaw.

PART VII - EFFECTIVE DATE

- 8.01** This Bylaw shall come into effect on July 1st, 2019.
- 8.02** Bylaw 1006 and 1037 are repealed, and the provisions of Bylaw 1063 applicable to Water Services (including, without restriction, section 5.1 to 5.4 inclusive, section 7.1 to 7.3 inclusive, section 8.2 to 8.7 inclusive, sections 7.6 and 8.8 so far as they relate to Water Services, and all water related rates and charges contained within Schedule "A" to Bylaw 1063) are repealed, all as of the date that this Bylaw comes into effect.

First Reading on motion of Councillor Marshall this 13th day of March, 2019.

Second Reading on motion of Deputy Reeve Sargent this 13th day of March, 2019.

Third and final reading on motion of Councillor Rew, done and passed in the Council of Starland County, duly assembled, this 13th day of March, A.D., 2019.



REEVE
STEVEN WANNSTROM



CHIEF ADMINISTRATIVE OFFICER
SHIRLEY BREMER

SCHEDULE "A"

TERMS AND CONDITIONS OF SERVICE - GENERAL

MANAGEMENT

1. The County shall, in accordance with the terms and conditions prescribed in this Bylaw, be responsible for the operation and management of all of the County's Water Facilities and equipment utilized for the treatment, supply, or distribution of Water.
2. The County's Water Facilities shall be managed and supervised by a Manager. The Manager may establish standards, guidelines and specifications for the design, construction and maintenance of all works required for the operation of its Water Services.
3. The Manager shall exercise the powers and perform the duties with respect to Water Services given or assigned to him by this and any other Bylaw of the County and any order, direction or agreement with the County.

INSPECTIONS

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

ENGINEERING

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

RATES AND CHARGES

8. Unless otherwise provided, all Rates and Charges payable to the County for or in respect of the issuance of permits and other services provided by the County pursuant to this Bylaw shall be levied and paid in accordance with the provisions of this Bylaw, **Schedule "A" to "D"** inclusive, and other applicable Bylaws as amended from time to time.
9. The Customer shall:
 - (a) pay all Charges and Rates for Water Services performed by the County or its agents in accordance with this Bylaw;
 - (b) adhere to the requirements of these terms and conditions;
 - (c) be responsible for the condition and protection of all Water facilities on the Customer's property including, without restriction, the Service Connection;
 - (d) be liable for any destruction of or damage to any of the County's Water Facilities, located on the Customer's property or otherwise, unless the destruction or damage is caused by the act of an agent or employee of the County;
 - (e) not extend a Service Connection from one property or Lot to another, or to a secondary building or residence, without the prior written consent of the County; and
 - (f) at the request of the County, grant, or cause to be granted to the County, at the Customer's expense, such easements or rights-of-way over, upon or under the property owned or controlled by the Customer as the County reasonably requires for the construction, installation, maintenance, repair, inspection and operation of the facilities required for a service to the Customer, and for the performance of all other obligations required to be performed by the County to provide and maintain the Water Services.

10. No person shall:

- (a) remove, operate, alter any portion of the County's Water Facilities, except an authorized agent or employee of the County;
- (b) use a Water Service in any manner that causes any interference or disturbance to any other Customer's use of the Water Services, or the operation of any other aspect of the Water Services;
- (c) obstruct or impede free and direct access to any Service Connection or any of the County's Water Facilities;
- (d) install or allow to be installed any temporary or permanent structures that could interfere with the proper and safe maintenance and operation of, or result in any damage to, the County's Water Facilities;
- (e) alter, tamper or make modifications to any part of the Service Connection, Meter, flow restrictor, valves or any portion of the water system and or connection; and
- (f) be allowed to enter upon or within the area where construction or maintenance work is being undertaken by County staff and/or contractors including waterline repairs, water treatment and distribution facilities or any part of the County's Water Facilities without prior consent of the Manager.

Without restricting any of the provisions of this Bylaws, any violations of the foregoing may result in immediate termination of Water Service and/or penalties as outlined within this Bylaw.

NEW SERVICES

- 11. Each Service Connection shall be constructed and maintained by the Owner of the property on which it is located in accordance with the requirements of this Bylaw and the Regulations.
- 12. All rural water Service Connections must include provision for onsite water storage and pressure management controls. No direct connection from County Meter Vault and any premises and/or other Private Property water fixtures are permitted.
- 13. Each Water Main Connection shall be constructed by the County, a contractor engaged by the County, or a contractor approved by the County and engaged by the Owner, at the expense of the Owner of the property benefited by the service.
- 14. Application for connection of Water to a property shall be made by the Owner on the form prescribed by the County, and it shall be accompanied by a site plan showing the size and location of the service and any other information required to appropriately design and install the service.
- 15. The cost of installation of a Water Main Connection as estimated by the Manager, together with any other connection or other required Charges, shall be paid by the Owner to the County prior to installation of the service and any connection to a Water Main or as deemed necessary by the Manager.
- 16. Provided that pipes forming part of the County's Water Main are located within a road, easement, public utility lot, utility right of way, or other property owned or controlled by the County, the Chief Administrative Officer or the Manager as delegate may require the Owner of property located adjacent to the Water Main to connect that property to the Water Main including but not limited to requiring the Owner to:
 - (a) provide or pay for a Service Connection and Water Main Connection from that property to the Water Main, at the Owner's sole cost and expense;
 - (b) pay all applicable Charges including but not limited to payment of a connection fee;
 - (c) install a Meter at the Owner's sole cost and expense;
 - (d) disconnect the property from any private Water system or source;
 - (e) set up a Utility Account for the property; and
 - (f) obtain Water Services from the County.

GENERAL

- 17. The County shall remain the owner of all County's Water Facilities including Water Main Connections unless the County and the Customer have expressly agreed in writing otherwise. Any payment made by the Customer does not entitle the Customer to ownership, unless agreed in writing otherwise.

18. The County and the Customer are subject to and shall comply with all applicable federal, provincial and municipal legislation, regulation, Bylaws, orders and requirements.
19. The terms and conditions contained in this Bylaw are governed by the laws of the Province of Alberta and the Federal laws of Canada applicable in the Province of Alberta. Any lawsuit arising in connection with the terms and conditions shall be brought in the courts of the Province of Alberta.
20. The terms and conditions of Water Services contained in this Bylaw apply to every Customer, and to the relationship between the County and a Customer.
21. A Customer is deemed to have accepted the Terms and Conditions upon one of the following:
 - (a) the Customer's Application for the supply of Water Services;
 - (b) the payment by or on behalf of a Customer of an account by the County for Rates or Charges; or
 - (c) receipt or continued receipt by the Customer of Water Services supplied by the County.
22. A Customer and the County may enter an agreement that provides for the waiver, alteration or amendment of any part of the terms and conditions provided that the agreement is in writing and executed by both parties.
23. Upon request the County shall provide to the Customer information on the method and manner of installing services.
24. The County shall reasonably respond to a Customer's request to attend a property, in order to minimize or rectify an actual or potential interruption to Water Services. A Customer shall pay the Charges for a Customer's requested service call unless the source of the problem is caused by the County.
25. The County may without limitation act in response to governmental or civil authority directives, which may affect Water Services. The Customer agrees to cooperate with the County in order to comply with directives.
26. With respect to the County's liabilities and responsibilities in providing the Water Services:
 - (a) the County shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether of direct, indirect, special or consequential nature (except only as specifically provided for in this section) arising out of or in any way connected with any failure, defect, fluctuation, reduction or interruptions in the provision of Water Services by the County to its Customers howsoever caused;
 - (b) the County shall be liable only for direct physical loss, injury or damage to a Customer or Customer's property resulting from the willful act of the County, its employees or agents in relation the provision of Water Services to a Customer;
 - (c) for the purpose of defining the County's liability and restricting the generality thereof, "direct physical loss, injury or damage" shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of capital and loss of use of any facilities or property or any other similar damage or loss whatsoever arising out of or in any way connected with the failure, defect, fluctuation, reduction or interruption in the provision of Water Services to a Customer;
 - (d) any claim filed by a Customer for direct losses, damages, expenses, charges, costs or other liabilities must be filed with the County within 180 days from the date of the occurrence of the incident that is the subject of the claim, failing which the claim is deemed to be settled by continuation of the Water Service;
 - (e) the County shall not be liable for damages
 - (1) caused by the break or failure of any portion of the County's Water Facilities;
 - (2) caused by the interference or cessation of Water Services in connection with the repair or proper maintenance of the County's Water Facilities; or
 - (3) generally for any accident or incident due to the operation of the Water Services unless such costs or damages have been shown to be directly due to the willful act of the County or its employees.

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

- (f) the County shall endeavor to provide regular and uninterrupted operations of the Water Services as provided in the terms and conditions. However breaks to Water Mains and other County's Water Facilities are inherent to the normal operation of the Water Services. The right to discontinue Water Services for any reason with or without notice is fundamental to these Terms and Conditions;
- (g) the County shall have the right to disconnect, interrupt or reduce Water Services at any time:
 - (1) for making repairs or improvements necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any part of the County's Water Facilities;
 - (2) to restrict and regulate the use of Water for the purpose of conserving Water;
 - (3) to maintain the safety and reliability of the Water Services;
 - (4) due to any other reason, including non-payment of Rates and/or Charges, emergencies, forced outages, Force Majeure or potential shortage or interference with the normal delivery of the Water Service;
- (h) the County will use reasonable efforts to:
 - (1) provide notice of any Water Service reduction or interruption;
 - (2) minimize such interruption duration and occurrences;
 - (3) schedule planned interruptions as much as possible at times convenient to Customers.

27. Should the County be rendered unable (wholly or in part) by Force Majeure to carry out its obligation to supply Water Services, the County's obligations so far as they are affected by Force Majeure shall be suspended. The County shall where practicable give notice of the occurrence of Force Majeure to Customers affected.

28. In providing the Water Services:

- (a) the County will provide all or any portion of the Water Services listed in this Bylaw in accordance with these Terms and Conditions;
- (b) all additional supplementary or commercial services provided by the County to a Customer will be charged in accordance with the agreement between the parties;
- (c) payment for all Water Services shall be in accordance with the provisions of these Terms and Conditions;
- (d) the County will restore extended service interruptions due to breaks of Water Mains, plugged or collapsed Water Mains, or other reasons as soon as practically possible;
- (e) the County will maintain and repair the Water Services at no direct charge to the Customer unless the damage is due to Customer negligence or intentional damage;
- (f) when the County performs a repair on the Water Main Connection that affects a Customer's property, the County will return the property to original or similar to original condition;
- (g) the County, or agent of the County, will own, install and maintain all Water Meters and measuring devices, unless such Meters and measuring devices were installed by the Customer for his own purposes;
- (h) the County will provide for construction and/or testing of all Water Main Connections, and connection and disconnection in accordance with these Terms and Conditions, and at Rates and Charges provided for in this Bylaw;
- (i) the County will endeavor to provide a continuous supply of Water Services, however a continuous supply of Water Services is not guaranteed;
- (j) in the case of extended service interruptions, the County will make reasonable efforts to supply Water Services to Customers or groups of Customers through alternative means;
- (k) the County is not responsible for the effects of Force Majeure events;
- (l) the County is not responsible for changes to the characteristics or properties of the Water as a result of complying with Health Canada standards including, without restriction, any resulting changes to any facility, process or production or cost impacts upon Customers or their business as a result of such measures;

- (m) the County shall not be responsible for any damage (on property), loss or injury of any nature or resulting directly or indirectly from the installation of a Service Connection, unless such costs, losses or damages have been shown to be directly due to a willful act of the County or its employees;
 - (n) the Customer shall take all necessary measures to prevent damage to a Service Connection due to any cause, including settlement of the structure or ground through which the pipe passes; and
 - (o) where a Service Connection passes through disturbed ground, the obligation of the County to construct does not include the incremental construction costs required to stabilize the service, and bring the disturbed ground to a stable state, and the Customer may be required to pay all additional construction costs including the costs of any required support system.
29. Any person who requires Water Services shall make Application to the County on such form as shall be utilized by the County from time to time.
30. Upon the acceptance of the Application, the Utility Account shall be set up in the name of the Applicant, provided that the Applicant is:
- (a) the Owner of the property or an authorised representative of the property Owner;
 - (b) the building contractor, in the case of a new building under construction; or
 - (c) in any other instance, approved by the Manager.
31. There shall be a separate Utility Account with respect to each Meter.
32. The Application shall be supported by such evidence of the identity of the Applicant, and status of the Applicant to make the Application, as the Manager may require.

WATER RATES

33. With respect to the imposition of Rates respecting the Water Services:
- (a) the County may levy and Customers shall pay for Water supplied by the County at the Rates set pursuant to the provisions of **Schedule "C"** hereto;
 - (b) in case of a dispute, the Manager shall determine the Rate established pursuant to the provisions of **Schedule "C"** which is applicable to a particular Customer;
 - (c) the amount payable by a Customer shall be determined by reference to the reading of the Meter supplied to such Customer, excepting out the Hamlet of Rumsey;
 - (d) if for any reason a Meter cannot be read, the Manager may estimate the flow of Water upon such basis as he or she considers to be fair and equitable and render a Utility Invoice in accordance with such estimate; and
 - (e) notwithstanding the foregoing, each Meter shall be read by the County at least once in each year and, failing that, the Manager may Shut Off the Water supply to such Meter until such time as the County is able to read the same.

EFFECTIVE DATE

34. The terms, Rates and Charges provided in this Bylaw for the provision of Water Services shall come into effect on the date this Bylaw comes into force, or the effective date of the termination of and prior existing agreement with the County respecting the provision of Water Services, if applicable.

UTILITY ACCOUNTS

35. The Utility Account for all or any of the Water Services shall be set-up in the name of:
- (a) the Owner of the property serviced by one or more of the Water Services;
 - (b) the general contractor/builder, in the case of a Building Project; or
 - (c) any other party with the approval of the Manager.
36. In the case of Building Project, the County shall start charging an Owner as soon as the final inspection of the property is done or a permit to occupy has been issued by the County. In the absence of such, the start date for charging will be based on the possession date of the Owner or any other occupant, as the case may be.

37. Notwithstanding the occupation of any property by tenants or renters, Water Services will be the responsibility of the Owner of the property and the Owner shall be directly responsible for the Utility Account.
38. Any property that a Service Connection is available to the property, and or to any improvement on the property that is either not in use or the property unoccupied, will remain as a serviced property and shall still be charged in accordance with the Rate and Charges.
39. All Rates and Charges are due and payable as of the billing date. Payment can be made at the Municipal Office or by pre-authorized payment plan.
40. Any fees, Charges or payment penalties remaining unpaid for a period of sixty (60) days after the billing date will be made a charge against or lien upon the property serviced by the County, and in this event, the charge or lien so made will be subject to the same penalties and shall be collected by the same procedure as property taxes levied by the County, where applicable. Where permissible, all outstanding fees, Charges or payment penalties will be transferred to the County tax roll.
41. All Rates and Charges payable hereunder shall be paid to the County within the time prescribed by this Bylaw.
42. A Utility Invoice is due and payable when rendered and, if not paid on the due date stated on the invoice, is deemed to be in arrears. Failure to receive the Utility Account does not relieve a Customer of liability for payment.
43. If a Customer shall only partially pay an Utility Invoice, all monies paid shall, notwithstanding any contrary direction by the Customer, be applied towards payment of the amount due under such invoice in the following order:
- (a) Deposits;
 - (b) penalties;
 - (c) arrears of Rate or Charges for all Water Services;
 - (d) current Water Rates or Charges.
44. If a Customer pays the Utility Invoice after the due date stated therein, or such later due date as may be approved by the Manager, such Customer shall pay a late payment interest charge of 2% per month of the current Charges invoiced. Payments made by mail or at a financial institution must be received by the County on or before the due date in order for a Customer to avoid such percentage charge.
45. If any Rate or Charge for the provision of Water Services is designated by reference to a specific period of time, the cost for a lesser period of time shall be calculated on a proportionate basis.
46. If a Customer shall be in arrears in payment of any Rates or Charges hereby levied, the Manager may enforce payment by all or any of the following procedures:
- (a) action in any court of competent jurisdiction;
 - (b) shutting off or discontinuing any Water Service being supplied to such Customer without notice; or
 - (c) by distress and sale of the goods and chattels of such Customer wherever they may be found in the County.

WAIVER

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

EXTENSION OF SERVICE AREA

48. Subject to the provisions of this Bylaw, the County shall provide Water Services within the boundaries of the County as follows:
- (a) the County shall continue to supply Water Services to all areas of the County that received Water Services from the County prior to the effective date of this Bylaw;
 - (b) when the County authorizes new development or subdivision for premises that have not previously been serviced by Water Services, the County will ordinarily require the Developer, as a condition of subdivision or development approval, to construct at the Developer's expense, Water Mains, Service Connections and related appurtenances to the satisfaction of the County, if applicable. Upon issuance of the Construction Completion Certificates for the Water Mains, Service Connections and appurtenances, the County shall

provide Water Services to adjacent premises according to the terms and conditions of this Bylaw (and upon payment of the applicable Rates and Charges), where the respective services are available and not previously or otherwise allocated.

- (c) the County may agree to supply Water Services to premises that have not previously been serviced by Water Services, in the absence of new development or subdivision, upon the Customer constructing or paying for any County Water Facilities and related appurtenances, and paying any related connection Charges;
- (d) the County may reserve the right to refuse the supply of Water Services in unique situations such as:
 - (1) concerns respecting the capacity of the Water Mains or County's Water Facilities;
 - (2) concerns respecting the safe operation of Water Services; or
 - (3) concerns respecting damage to the Water Mains or County's Water Facilities, or compliance with this Bylaw or applicable federal, provincial or municipal legislation or regulations.

SCHEDULE "B"

TERMS AND CONDITIONS OF SERVICE – WATER SERVICES

ADMINISTRATION OF WATER SUPPLY

1. Authority to Shut Off

For any reason which the Manager considers appropriate, the Manager may Shut Off the supply of Water to any Customer or Customers for such length of time as the Manager deems necessary, provided that the Manager shall use reasonable efforts to give notice of such shutting off to the Customer or Customers affected.

2. Supply of Water

- 2.01** Unless otherwise approved by the County, the County shall be the sole provider of potable Water within the boundaries of the Service Area of the County.
- 2.02** The County does not guarantee the pressure nor the continuous supply of Water and the County may at any time, without notice, change the operating Water pressure and Shut Off Water.
- 2.03** Any Person requiring a continuous and uninterrupted supply or pressure of Water or having processes or equipment that require particularly clear or pure Water shall provide such facilities as that person considers necessary to ensure a continuous and uninterrupted supply, pressure or quality of Water.
- 2.04** The County may inspect the property of a Customer in order to do any tests on Water piping or fixtures to determine compliance with this Bylaw. If the Customer denies access to the Customer's property for that purpose, the supply of Water to the Customer may be Shut Off.
- 2.05** The Owner of any house or building used for human occupancy, employment, recreation or other purpose located on property lying along the line of any Water Main may connect such house or building directly with the Water Main, subject always to the Rates, Charges, Terms and Conditions contained within this Bylaw.
- 2.06** If a Water Main shall be constructed adjacent to a property on which a private water system is installed, the Manager may give the Owner of the property notice to connect building(s) located on his property directly with the Water Main within sixty (60) days of such notice being given. If such notice is given, the private water system shall be disconnected from the building(s) located on the property.
- 2.07** In no case shall a private water system be connected to any Water Main or Water Facilities of the County, unless specifically agreed upon by the County and/or the County.
- 2.08** All Service Connections either direct or indirectly supplied by the County Water Services (unless otherwise exempted) shall be administered and managed by the County, subject to the Rates, Charges, Terms and Conditions contained within this Bylaw.
- 2.09** No other municipality and or water authority shall supply water to or direct water across or within any portion of the County without permission and approval by Council.

3. Bulk Water Sales

- 3.01** Unless otherwise approved by the County, the Bulk Water Facilities designated by the County shall only be available for use as a source of potable Water for Private Property located within the County's Service Area.
- 3.02** Water transported from the Service Area for use outside the Service Area may only occur where permitted by the County, with the exception of Water incorporated into a manufactured consumer product as described in section 7 of this Schedule or Water otherwise supplied by the County.
- 3.03** Unless otherwise approved by the County, Bulk Water may only be purchased at Bulk Water Facilities designated by the County.
- 3.04** Rates for Bulk Water shall be as set pursuant to the provisions of **Schedule "C"**.

4. Sprinklering

- 4.01** The Manager may at such times and for such length of time as he or she considers necessary or advisable, regulate, restrict or prohibit Sprinklering.
- 4.02** In exercising the authority conferred by section 4.01 above, the Manager:

- (a) shall cause to be published:
 - (i) in a daily newspaper circulated in the County; and/or
 - (ii) the County website; and/or
 - (iii) any other means determined by the Manager;

a public notice giving reasonable detail of the regulation, restriction or prohibition of Sprinklering being imposed which may be limited to certain times or which may be unlimited as to time in which latter case, a similar public notice shall be published giving notice of the time of cessation of such regulation, restriction or prohibition; and

- (b) may regulate, restrict or prohibit Sprinklering in all or any part or parts of the County and in so doing the Manager may provide different times during which different Customers may irrigate by way of Sprinklering by reference to compass direction, streets, odd and even street addresses, or in such other manner as the Manager in his absolute discretion considers appropriate.

4.03 The Manager may cause the Water supply to any Customer who causes, permits or allows Sprinklering in contravention of any such regulation, restriction or prohibition to be Shut Off until such Customer undertakes to abide by and comply with such regulation, restriction or prohibition in a form acceptable to the Manager.

RESTRICTION OF WATER SUPPLY

5. General

5.01 No Customer shall operate, use, interfere with, obstruct or impede access to Water Facilities or any portion which is on, or in the vicinity of, the Customer's property in any manner not expressly permitted by this Bylaw, or in a manner contrary to the provisions of this Bylaw.

5.02 If a Customer shall be in breach of section 5.01, the Manager may cause the Water being supplied to such Customer to be Shut Off until the Manager is satisfied that such Customer has remedied the breach and is otherwise complying with all of the provisions of this Bylaw.

6. Wastage

6.01 No Customer shall cause, permit or allow the discharge of Water so that it runs to waste, whether by reason of leakage from underground piping, a faulty plumbing system or otherwise.

6.02 The Manager may cause the Water supply to any Customer who violates section 6.01 to be Shut Off until such time as such Customer establishes to the satisfaction of the Manager that he or she has taken such steps as may be necessary to ensure that any Water supplied to him by the County will not run to waste.

6.03 The Manager shall, if he or she considers it practicable to do so, give notice to such Customer prior to causing the Water supply to such Customer to be Shut Off.

6.04 Notwithstanding the foregoing, the Manager may under such conditions as he or she considers reasonable allow a Customer to discharge Water so that it runs to waste if such Customer's Service Connection and/or Water Service would otherwise be susceptible to freezing.

6.05 Water permitted to run to waste as described in section 6.04 shall be metered and charged to the Customer, where the potential for freezing is the result of a shallow or unprotected Service Connection.

7. Use of Water

7.01 No Customer shall:

- (a) lend or sell Water, unless such Water has been incorporated into a manufactured consumer product, which the manufacturer is licensed to manufacture, such as but not limited to ice and soft drinks;
- (b) give away or permit Water to be taken;
- (c) use or apply any Water to the use or benefit of others;
- (d) increase the usage of Water beyond limits agreed upon with the County; or
- (e) wrongfully waste Water.

- 7.02 Section 7.01 does not apply to Water purchased from a Bulk Water Facility designated by the County.

8. Investigation into Water Supply Service Failure

- 8.01 If a Customer shall complain of a failure or interruption of Water supply, and investigation of the complaint necessitates excavation, the Customer shall, prior to the excavating being done, deliver to the County a deposit for the Charge as estimated by the Manager.
- 8.02 If the failure or interruption was caused by the County, its Water Main or its Water Main Connection, such deposit shall be refunded.
- 8.03 If the failure or interruption was caused by the Service Connection, the actual cost of such excavating shall be paid by the Customer and the deposit paid pursuant to section 8.01 shall be applied towards payment of such cost.

9. Service Calls

If a Customer shall request a service call and the County's employee responding to the call is for any reason unable to enter the Customer's property, the Customer shall pay a Charge as established pursuant to **Schedule "C"**.

10. Noise and Pressure Surges

- 10.01 No Customer shall cause, permit, or allow any apparatus, fitting or fixtures to be or to remain connected to the Customer's Water supply or allow such Water supply to be operated in such a manner as to cause noise, pressure surges or other disturbance which may in the opinion of the Manager result in annoyance or damage to other Customers and/or the County's Water Facilities.
- 10.02 The Manager may Shut Off the Water supply to any Customer who shall breach section 10.01, provided that the Manager shall, if he or she considers it practicable to do so, give notice to the Customer prior to the Water supply being Shut Off.
- 10.03 Any Water supply Shut Off pursuant to section 10.02 shall not be restored until the Customer has ceased to be in breach of section 10.01.

11. Operation of Service Valves

- 11.01 Unless authorized by the Manager, no Person shall turn on or off a Service Valve or any other valve or valves in the County's Water Facilities.
- 11.02 Unless authorized by the Manager, no person shall turn on a Service Valve which has been turned off on the instructions of the Manager.

12. Trespassing

No person shall trespass on any property which is utilized or operated by the County for the purposes of providing Water Services.

13. Operation of Fire Hydrants

If and when Fire Hydrants are installed within the County, the following provisions shall apply.

- 13.01 No Person other than authorized County employees or County fire department employees shall operate or tamper with a Fire Hydrant under any circumstances.
- 13.02 Fire Hydrants shall not be used for any purpose other than fire protection, unless authorized by the Manager.
- 13.03 No person shall allow anything to be constructed, placed, erected or planted adjacent to a Fire Hydrant, which may in any way interfere with access to, use, maintenance or visibility of the Fire Hydrant.
- 13.04 If requested by any Person for any reason which the Manager deems appropriate, the Manager may, at such Person's expense, permit the relocation, raising or lowering of a Fire Hydrant situated on County or the County's property.
- 13.05 No Person shall use Water from a Fire Hydrant located on private property for any purpose other than fire protection.

CONTAMINATION

14. Flow Prevention/Cross Connection

- 14.01** No Customer shall cause, permit or allow to remain connected to his, her or its Water supply system any piping, fixture, fitting, container or other apparatus which may cause water from a source other than the County's Water Facilities, or any other actual or potentially harmful or deleterious liquid or substance, to enter the County's Water Facilities.
- 14.02** If a condition is found to exist which is contrary to section 14.01, the Manager may, depending on the nature of the hazard:
- (a)** carry out an inspection and issue such order or orders to the Owner, Customer or other Person as may be required to obtain compliance with section 14.01; or
 - (b)** without prior notice Shut Off the Water Service or services.
- 14.03** If the Owner, Customer or other Person to whom the Manager has issued an order fails to comply with that order, the Manager in his or her discretion may:
- (a)** give notice to the Person to whom the order was directed to correct the fault at the expense of such Person within a specified time period and if the notice is not complied with the Manager may then Shut Off the Water Service or Water Services; or
 - (b)** without prior notice Shut Off the Water Service or Water Services.
- 14.04** Any Water supply so Shut Off shall not be restored until the breach of section 14.01 has been remedied.

METERS

15. General

- 15.01** All Water supplied by the County through a Service Connection shall be measured by a Meter owned, installed and maintained by the County unless otherwise provided under this Bylaw or a special agreement is entered into between the County and a Customer.
- 15.02** All Meters except subsidiary Meters as described in Section 17 shall be supplied, owned and maintained by the County unless otherwise provided by this Bylaw or a special agreement is entered into between the County and a Customer.

16. Installation Responsibility

- 16.01** Meters shall be supplied and installed by the County, or a licensed plumber under the direction of the County's staff, at the expense of the Customer and shall thereafter be maintained by the County at the County's expense.
- 16.02** All Meters supplied to replace obsolete Meters shall be supplied and installed by the County at the expense of the County.
- 16.03** Notwithstanding section 16.02, any re-sizing during the replacement of obsolete Meters shall be subject to section 23 of this Schedule and conditions contained therein, except where re-sizing is a requirement of the County.

17. Subsidiary Meter

A Customer may, for his own benefit, and at his own cost, install subsidiary meter(s) between the Meter supplied by the County and the point of use of the Water Service, provided that the County shall under no circumstances be required to maintain or read such subsidiary meter(s). A subsidiary Meter shall remain the property of the Customer.

18. Provision of a Meter Setting

- 18.01** If constructing a new building, or reconstructing an existing building, a Customer shall make provision acceptable to the Manager for the installation of a Water Meter.
- 18.02** In so doing, the Customer shall ensure that the Meter is installed in accordance with the Construction Manual.
- 18.03** Any Customer:
- (a)** whose Water supply is not metered, or

- (b) whose Meter is not positioned to the satisfaction of the Manager, shall, at the Customer's expense, arrange for installation of a new Meter or for the Meter to be moved, as the case may be.

19. Special Meter Readings

A Customer who asks the County for a special Meter reading shall pay the Charge specified in **Schedule "C"**.

20. Testing or Calibration on Disputed Meter Reading

- 20.01** If a Meter reading is disputed by either the County or a Customer, the party disputing the reading shall give written notice to the other party. Following such notice, the Meter in question shall be tested or calibrated by a Person appointed by the County.
- 20.02** If the Meter is found to be accurate within 97% to 103% of the Water passing through it, the cost for the test or calibration shall be borne by the party disputing the reading .
- 20.03** If the Meter is found not to be accurate within those limits:
 - (a) it shall be forthwith repaired or replaced and the cost, as well as the expense of the test or calibration, shall be borne by the County; and
 - (b) the accounts based upon the readings of that Meter during the period of six (6) months immediately preceding the date of the test or calibration shall be corrected to reflect the error in the Meter and the Customer shall pay, or there shall be refunded to the Customer, as the case may be, the amount so determined, which payment or refund shall be accepted by both the County and the Owner in full settlement of any claim arising out of the error in the Meter.

21. Meter and/or Chamber

If, in the opinion of the Manager, a building or other location to be supplied with Water does have an acceptable site for the installation of a Meter, and the service pressure to support such a Meter installation, the Customer shall:

- (a) provide a suitable space within the building or other location satisfactory to the Manager for the installation, maintenance and operation of the Meter; and
- (b) access to the building or other location and the Meter at all reasonable times for installation, inspection, reading, maintenance, operation, repair or replacement of the Meter.

The Customer shall otherwise, at the Customer's expense, construct on the property line a chamber/vault for a Meter, such chamber/vault to be satisfactory to the Manager in all respects, including design, siting, construction, size and access. The Customer shall, at the Customer's expense, thereafter maintain the meter chamber/vault to the satisfaction of the Manager, and provide access to the chamber/vault and Meter at all reasonable times for installation, inspection, reading, maintenance, operation, repair or replacement of the Meter.

22. Meters and Services

- 22.01** The County shall not be obligated to supply more than one Meter for each Water Service to any one building.
- 22.02** For each additional Meter supplied by the County to a single building, the Owner shall provide, at his expense, a separate Water Service.
- 22.03** If a building other than a Single Family Residence is to be constructed over more than one Lot, a separate Service Connection and Meter is required for each portion of such building situated on a separate Lot, unless the Manager otherwise permits.
- 22.04** If an existing property is to be subdivided into separate Lots, a separate Service Connection and one Meter is required for each additional Lot.
- 22.05** Unless the Manager otherwise requires, a condominium may have one Water Main Connection for the entire condominium parcel, in which event there may be one Meter with the Utility Account in the name of the condominium corporation.

23. Meter Size

The size of a Water Meter shall be determined as follows:

- 23.01** The maximum size of the Meter shall not exceed the size of the Service Connection.
- 23.02** If a Customer requires that an existing Meter be replaced with one of a different size, the Customer will be directly responsible for all necessary plumbing modifications.

23.03 If considered appropriate by the Manager, a request to re-size a Meter may be withheld pending a review of consumption history, usage patterns and maximum flow requirements. Where the review does not support the Customer's request, a Charge for the review may be charged to the Customer pursuant to **Schedule "C"**.

23.04 Where required by the County for its purposes, appropriate size verification shall be performed by the County at no cost to the Customer.

24. Non-Registering Meter

24.01 If it is determined, otherwise than pursuant to section 20, that a Meter has failed to properly record the flow of Water, the Manager shall estimate the flow based upon such method as he or she considers to be fair and equitable and render an account.

24.02 A Customer shall immediately notify the Manager of any breakage or stoppage of a Meter or any irregularity in its operation.

25. Protection of Meter

25.01 A Customer shall adequately protect the Meter on the Customer's property against freezing, heat and any other internal or external damage failing which such Customer shall pay to the County the cost of repairing the Meter.

25.02 No Customer shall obstruct, interfere with, or impede direct, safe and convenient access to any Meter for the purpose of the installation, inspection, removal, replacement, repair and reading of such Meter.

25.03 No Customer shall break or tamper with any Meter, remote reading device, Communication Wire or Seal.

25.04 A Customer may only relocate, alter or change an existing Meter with the written approval of the Manager and at the Customer's expense.

25.05 If a Meter is removed or stolen, the Owner of the property on which it was located shall pay the cost of acquiring and installing a replacement Meter.

26. Reading

26.01 If practicable, all Meters shall be read at least once every month. If any Meter cannot be read within such period, the Manager may estimate the flow of Water upon such basis as he or she considers to be fair and equitable and render an account.

26.02 In any event, every Meter must be read at least once in each twelve (12) month period and if in any case a reading cannot be so made, the Manager may Shut Off the Water supply to the Meter in question until such time as the County is able to obtain a reading.

26.03 Any Meter not having an outside remote reading device, or a Remote Reading Device, may be assessed an amount reflecting the increased cost of obtaining Meter readings. This Rate will be levied on a monthly basis in accordance with the prevailing Rates set pursuant to the provisions of **Schedule "C"**

27. By-passes

27.01 Any Customer having a Meter 50mm in size or larger may apply to the County for a bypass. If approved, a by-pass is to be constructed and maintained in accordance with the Construction Manual, at the Customer's expense. All by-passes are to be Sealed or locked by the County and shall be opened by authorized County employees only in the case of an emergency.

27.02 A Customer shall be responsible for payment for Water supplied through a bypass, but not recorded on the Meter on such Customer's property, and the account for such Water shall be based on the volume of Water estimated by the Manager. In this regard:

(a) No Customer shall tamper with or open a Seal or a bypass; and

(b) If a Customer shall breach section 27.02(a), the Manager may Shut Off the Water supply to such Customer until arrangements acceptable to the Manager have been made for estimating the volume of, and payment for, Water supplied through a bypass, but not recorded on the Meter.

28. Meter Valving

28.01 All Customers shall, at the Customer's expense, supply and maintain valves on both sides of and within 300mm of the Meter, regardless of size.

- 28.02 The main shut-off valve shall be located immediately inside a building at the point where the Water Service enters through the floor.

29. Remote Reading Devices

- 29.01 The County may supply and install Remote Reading Devices on some or all properties.
- 29.02 The location of a Remote Reading Device shall be on the portion of the building most easily accessible from the front of the property.
- 29.03 Subject to the Manager's approval, a Remote Reading Device may be relocated at any time at the Customer's expense.
- 29.04 In the case of new construction, the builder shall, at the builder's expense, install conduit for a Remote Reading Device for each Meter. Any such conduit shall meet the specifications in the Construction Manual.
- 29.05 All Remote Reading Devices shall be owned and maintained by the County.
- 29.06 If at any time there shall be a conflict between the reading recorded on a Remote Reading Device and the main Meter, the reading recorded by the main Meter shall be deemed to be accurate. When an adjustment is required, the same procedure as described in 20.03 of this Schedule will be applied.

30. Construction Meters

- 30.01 For the purpose of providing temporary Water Services during construction, the County may install a construction Meter.
- 30.02 Construction Meters shall have a maximum size of 19mm.

31. Water Service Surcharge

- 31.01 Any Residential Premises or Commercial Premises where Water is consumed in excess of service commitments or capacity allocations to the Customer, or in excess of such other service restrictions and limitation as the County may impose from time to time, will be subject to a water service surcharge as contemplated as part of the Charges pursuant to **Schedule "C"**.
- 31.02 Metering for the Water Service surcharge shall be performed through the applicable Meter servicing the said property.
- 31.03 The surcharge factor will be recalculated monthly based on the Water consumption Meter values.
- 31.04 The Water Service surcharge will remain in effect until the next month-end metering demonstrating that the consumption is within the requirements imposed.

SERVICES AND SERVICING

32. Plumbers and Plumbing Contractors

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

33. Re-use of Water Service

- 33.01 An existing Water Main Connection and Service Connection may only be used to provide service to a new building with the Manager's approval.
- 33.02 Under no circumstances will any person be allowed to re-use a lead Water Main Connection or Service Connection to provide service to a new building.
- 33.03 Subject always to the terms of this Bylaw and any applicable Charges as contemplated within **Schedule "C"**, the County shall be responsible for all costs incurred by the County in constructing a new Water Main Connection if the old pipe is deemed unacceptable for reuse, and no upsizing of the pipe is required.
- 33.04 The property Owner shall be responsible for all costs incurred by the County in constructing a new Water Main Connection where upsizing of the old pipe is required.
- 33.05 Existing 19mm diameter Service Connection may be re-used in conjunction with the development of single detached Dwelling Units, except where fire sprinklering is required. Re-use of a single 19mm diameter service in conjunction with the development of duplex or

semi detached dwelling will be permitted if the Customer can demonstrate, to the satisfaction of the Manager in his or her sole discretion, that the necessary capacity exists to meet the fixture-unit water demand and no subdivision of the property is intended or required.

34. Discontinuation of Service

- 34.01** No Person shall cause, permit or allow to be demolished or removed, a building connected to a Water Main until application has been made to the County for the discontinuation of the Service Connection.
- 34.02** If the potential for re-use of the Service Connection exists, or for any other reason the Manager deems acceptable, the Service Connection may be temporarily disconnected at the property line at the cost of the Owner. If a temporary discontinuation is allowed and thereafter, for any reason the Manager deems it necessary to do a Service Kill, a Charge will be made to the Customer pursuant to **Schedule "C"**.
- 34.03** If, in the Manager's opinion, a temporary disconnection is inappropriate, a Service Kill shall be performed at the Water Main at the Owner's expense.
- 34.04** If the Water is to be Shut Off and the Meter removed for the purpose of demolition, the property Owner shall be responsible for all costs associated with such. If the Water cannot be Shut Off due to a damaged Service Box or Service Valve, the County shall excavate to the Water Service Connection and disconnect the services at the expense of the Owner.

35. Thawing Service

- 35.01** If, in the opinion of the Manager, a Service Connection or the plumbing system connected thereto is frozen, the cost of thawing by the County shall be borne by the Customer.
- 35.02** If a Water Main Connection is frozen and, in the opinion of the Manager, such freezing is a result of a Customer's negligence, the cost of thawing by the County shall be borne by such Customer. Otherwise, the cost of thawing shall be borne by the County.

36. Boilers and the Like

In any case where a steam boiler or equipment of a like nature is supplied directly from Water Service Connection, such boiler or other equipment shall be equipped with at least one safety valve, vacuum valve or other device sufficient to prevent collapse or explosion in the event that the Water supply is Shut Off.

37. Request for Water Turn Off and/or On

If a Customer requires the supply of Water to be turned on and/or Shut Off for his own purposes, such Customer shall pay a Charge pursuant to **Schedule "C"**.

38. Maintenance of the Water Service

- 38.01** The County shall, at its expense, maintain the Water Main Connection from the Water Main up to the connection with the private Service Connection, including the Service Valve.
- 38.02** An Owner shall, at the Owner's expense, maintain the Service Connection from the Owner's building up to and including the connection with the Water Main Connection.

39. Protection of Service Boxes

- 39.01** Service Boxes to buildings under construction shall be protected from damage by the Owner from the time the building permit is issued to the time of occupancy.
- 39.02** At all times during construction, the Owner shall keep the Service Box exposed at final grade level and clearly marked with a blue wooden stake.
- 39.03** If the Service Box is damaged prior to the Owner occupying the site the County shall be notified by the Owner prior to application for a building permit, final inspection, or occupancy permit being made.

40. Replacement of Service Boxes

If the installation of a Service Connection or the repair of a Service Connection necessitates excavation at the Service Box, the County may require replacement of the Service Box by the Person doing the installation or repairs. The County will provide a replacement Service Box at no charge if damage to the Service Box is not the fault of the Owner or any prior owner of the property or the Person performing the work. The Owner will pay the cost of installing the replacement Service Box.

41. Verification of Water Service Pressure

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

SCHEDULE “C”

RATES AND CHARGES

1. Rates, Rate Structure & Charges

CUSTOMER/CLASS	RATE	APPLICATION
SERVICE FEES		
Basic Rate Applicable to All Residential, Commercial and Industrial Customers (subject always to specific Rates provided below)	\$20 per month Plus \$3.56/m ³	N/A
Morning Glory Water Association Applicable to Morning Glory Water Service Connection as defined in Supply Agreement.	\$3.56/m ³	N/A
Hamlet of Rumsey Applicable to Hamlet of Rumsey water service connections.	\$35.20/month	N/A
Bulk Water – Coin Operated Applicable to Water purchased at a coin operated Bulk Water Facility	\$1.65/m ³	N/A
Bulk Water – Non-Coin Operated Applicable to Water purchased at a non-coin operated Bulk Water Facility	\$3.56/m ³	N/A
SURCHARGES		
Service Connection & Non-Payment of Connection Fee Applicable to each Dwelling Unit or Commercial Premises for which an applicable Connection Fee has not been paid	\$300 per month (plus applicable Service Fees above)	per applicable Dwelling Unit or Commercial Premises
CONNECTION FEES:		
Residential Customer Applicable to each Dwelling Unit	TBD by Council Approval	per Lot/Service Location
Commercial Customer Applicable to each Commercial Premises	TBD by Council Approval	per Lot/Service Location
Industrial Customer Applicable to special cases not addressed above	TBD by Council Approval	per Lot/Service Location
DISCONNECTION/RE-CONNECTION FEES		
Disconnection Applicable to All Discontinued Service Locations and/or terminated Utility Accounts	\$200.00	per Lot/Service Location
Re-Connection Applicable to All Discontinued Service Locations and/or terminated Utility Accounts	\$200.00	per Lot/Service Location
Service Kill	TBD by Council Approval	per Lot/Service Location
* All Rates and Charges stated do not include GST, if applicable		

2. Water Rate Structure

The Water Rate structure established from time to time by Council under this or any other bylaw may include, without restriction, provision for the following Rates:

- (a) **Meter Cost** - including, without restriction, a cost designated for the supply and installation of the respective size of Meter and Service Connection;
- (b) **Connection Fee and/or Capital Rate** - including, without restriction, a connection Rate for:
 - (i) Residential Customer; and
 - (ii) Non-residential Customer;
- (c) **Fixed Water Rate** - including, without restriction, a Rate for:
 - (i) Residential Customer; and
 - (ii) Non-residential Customer;
- (d) **Consumption Rate** - imposed per volume of Water delivered;
- (e) **Surcharge** – respecting a Rate for:
 - (i) consumption of Water in excess of Water service limits, commitments and/or capacity allocated to such Customer;
 - (ii) consumption of Water in excess of limitations or restrictions imposed by the County from time to time; and
 - (iii) connection to the County’s Water Facilities without payment of applicable Connection Fee;
- (f) **Bulk Water Sales Rate** – respecting Water supplied by or through a Bulk Water Facility;
- (g) **Security Deposits on Bulk Cards** – respecting card-lock and other security devices required for operation of Bulk Water Facilities;
- (h) **Application Rate** - for temporary Water supply and construction Meter; and
- (i) **Disconnection and Reconnection Rate** – for shut-off or disconnection of service under this Bylaw including, without restriction, for non-payment of account, and reinstatement of services after shut-off or disconnection.

3. Charges

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

- (a) service assists during normal business hours;
- (b) service assist outside normal business hours;
- (c) Meter accuracy tests;
- (d) Service Kills;
- (e) temporary Water supply and construction Meters;
- (f) temporary disconnection of service;
- (g) Shut Off and turn on of Water for benefit of Customer;
- (h) Meter re-sizing;
- (i) review for Meter re-sizing;
- (j) herbicidal root foaming of Service Connections;
- (k) electronic location of Service Connections on Private Property;
- (l) thawing of Service Connections or other private service lines;

- (m) repairs or work related to the County property where damage caused as a result of a Person's action, including thawing of frozen utility services or mains, and clearing of blocked utility services or mains;
- (n) video inspection of services; and

SCHEDULE “D”

SPECIFIED PENALTIES

OFFENCE	SPECIFIED PENALTY
First Offence	\$250.00
Second Offence	\$500.00
Each Subsequent	\$1,000.00