

**BYLAW NO. 1063
STARLAND COUNTY
IN THE PROVINCE OF ALBERTA, CANADA**

Being a bylaw of Starland County, in the Province of Alberta, to provide for the regulation, operation and maintenance of a water system and sewer system in the Hamlets, and the levying of rates and charges thereof.

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

1. TITLE

1.1 This Bylaw may be referred to as the "Hamlet Utilities Bylaw" of Starland County.

2. INTERPRETATION

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

- (a) "Billing Period" means Monthly Billing Period.
- (b) "Building" means any structure used or intended for supporting or sheltering any use or occupancy;
- (c) "Council" means the Council of Starland County;
- (d) "Customer" means any Person to whom the Municipality supplies Utility Services, and shall be deemed to be:
 - i) the occupant, in a situation where the occupant is the registered owner or purchaser of a Building or lot or part of a lot; or
 - ii) in a situation where the occupant is a Person other than the registered owner or purchaser of a Building or lot or part of a lot:
 - (A) the registered owner or purchaser, where:
 - the registered owner or purchaser entered into a written agreement with the Municipality for the supply of Utility Services; or
 - (B) the occupant in all cases other than contained in subsection (A) above;
- (e) "Due Date" means the date set out in the invoice of the Municipality by which a Utility Charge shall be paid. The Due Date will be set by resolution of council and shall be within the second month following the Billing Period and if the due date falls on a day other than a business day, the prior business day;

- (f) "Hamlet" means the Hamlet of Rumsey, as identified by the Municipality from time to time;
- (g) "Highway" means any thoroughfare, street, road, trail, avenue, parkway, driveway, viaduct, lane, alley, square, bridge, causeway, trestleway or other place, whether publicly or privately owned, any part of which the public is ordinarily entitled or permitted to use for the passage or parking of Vehicles, and
 - (i) includes:
 - (A) a sidewalk (including the boulevard portion of the sidewalk);
 - (B) if a ditch lies adjacent to and parallel with the roadway, the ditch; and
 - (C) if a Highway right of way is contained between fences or between a fence and one side of the roadway, all the land between the fences, or all the land between the fence and the edge of the roadway, as the case may be,

but

 - (ii) does not include a place declared by the Lieutenant Governor in Council not to be a Highway;
- (h) "Interceptor" means a device approved by the Municipality and designed to prevent oil, grease, sand, or other Matter from passing from the source into the Sewage System;
- (i) "Matter" means any solid, liquid or gas;
- (j) "Municipality" means Starland County;
- (k) "Nuisance" means any act, deed, omission or thing, which is, or could reasonably be expected to be annoying, troublesome, destructive, harmful, inconvenient, unsanitary, unsightly, unsafe or injurious to another Person and/or another Person's property;
- (l) "Outstanding Account" means any Utility Charges (or any portion of) for which the Municipality has not received payment on or before the Due Date;
- (m) "Person" means a natural Person, body corporate, proprietor, association, society or partnership;
- (n) "PH" means the logarithm of the reciprocal of the weight of hydrogen ions in grams per litre of solution and denotes alkalinity or acidity;
- (o) "Premises" means any land or Building on land or both or any part thereof within the Municipality;
- (p) "Prohibited Waste" means:
 - i) liquid waste, dead animals or dead animal parts, petroleum products, industrial residue, discarded furniture, automobile parts, major appliances, sod, concrete, soil, inflammable waste, explosive waste;

- ii) biological waste, hazardous, pathological waste and radioactive waste as defined pursuant to the Public Health Act and its Regulations;
 - iii) hot or warm Ashes; and
 - iv) any other Matter, the collection of which may be potentially dangerous or may potentially damage all or any part of the Water or Sewage System
- (q) "Reconnection Charge" means the fee established by Council resolution from time to time for reconnecting a Customer to the Existing Sewage or Water Service;
 - (r) "Refuse" means all putrescible materials resulting from the handling, preparation, cooking, consumption and storage of food, along with the following materials: broken dishes, tins, glass, rags, cast-off clothing, waste paper, excelsior, cardboard, sawdust, food containers, grass cuttings, plastic, shrubbery and tree prunings, weeds and garden waste; but does not include manure, tree stumps, roots, turf, earth, furniture, major household appliances, discarded auto parts or Building Waste;
 - (s) "Release" means to directly or indirectly spill, discharge, spray, inject, inoculate, abandon, deposit, leak, seep, pour, drain, emit, empty, throw, dump, place or exhaust either intentionally or unintentionally;
 - (t) "Service Connection" means that portion of a connection to a water or sewer connection that lies between the property line and the Building.
 - (u) "Sewage System" means any of the Municipality's works for the collection, transmission, treatment or disposal of sewage, or any part of such system, but does not include the low pressure sewage system in place within the Hamlet prior to the date this Bylaw comes into force;
 - (v) "Utility Charges" means the fees imposed by the Municipality for Utility Services pursuant to this Bylaw;
 - (w) "Utilities Officer" means the Director of all water and sewage operations of the Municipality and includes any authorized personnel to act on behalf of the Utilities Officer;
 - (x) "Utility Services" means the Municipality's Sewage System, and Water System;
 - (y) "Vehicle" means a device in, on or by which a Person or thing may be transported or drawn on a Highway;
 - (z) "Waste" means any discarded or abandoned organic or inorganic material which the owner or possessor thereof does not wish to retain for any purpose, or which being Ashes, Garbage, Refuse or trade refuse, health regulations or the amenities of the area in which it exists, require to be removed;
 - (aa) "Water System" means any of the Municipality's works for the collection, transmission, treatment and distribution of water;

3. DELEGATION OF AUTHORITY

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

4. SEWAGE SYSTEM AND CHARGES

- 4.1 No Person shall without the prior written approval of the Utilities Officer, discharge or deposit or cause or permit the discharge or deposit of the following Matter into the Sewage System:
- (a) Matter which because of its type, temperature, quality or quantity, may be or may become a health or safety hazard to any Person or which may be or may become harmful to a Sewage System of the operation thereof, or which may cause the Sewage System's effluent or operation to contravene any federal, provincial or municipal legislation, including an approval, requirement, direction or other order issued by Alberta Environmental Protection or other enforcing agency, with respect to the Sewage System or its discharge;
 - (b) Matter that may cause an offensive odour to emanate from a Sewage System;
 - (c) Subsurface drainage, including weeping tile drainage;
 - (d) Water that has originated from a source separate from the Water System of the Municipality, unless there is no Water System abutting the Premises;

- (e) hauled Sewage;
- (f) Matter that is a solvent or petroleum derivative including, but not limited to gasoline, benzene, naphtha or fuel oil;
- (g) Matter that is or that contains carbon bisulphide, hydrogen sulfide, ammonia, trichloroethylene, sulphur-dioxide or formaldehyde;
- (h) Matter containing dyes or colouring material, or which upon reaction with other Matter will significantly discolour the effluent in the Sewage System;
- (i) Matter having a pH rating of less than five and one half (5.5) or greater than ten (10.0);
- (j) Matter containing any manure, intestinal contents from horses, cows, sheep, swine or any other fish or animal, stomach casings, fish scales, bones, hard bristles, hides, manure, poultry entrails, feet or feathers, and flesh or hair resulting from hide processing operations;
- (k) Matter consisting of or containing ashes, cinders, sand, mud, straw, metal shavings, glass, rags, tar, plastic or wood;
- (l) Matter having a temperature exceeding one hundred and fifty (150) degrees Fahrenheit or sixty-five and one-half (65.5) degrees Celsius;
- (m) Matter consisting of polluted water, including but not limited to cooling water, processed water or blow-down from cooling towers or operative coolers;
- (n) Matter which will create tastes or odours in drinking water making such waters unpalatable after conventional water purification treatment;
- (o) Matter generated by garbage grinders unless:
 - (i) the Matter is generated in preparation of food normally consumed on the Premises; or
 - (ii) the Customer has approval from the Municipality, and the discharge is in accordance with that approval.

In any event, such Matter must be shredded to a degree that all particles will be carried freely under normal flow conditions, and such Matter shall not include plastic, paper products, inert materials, or garden refuse;
- (p) Matter originating from a source outside the Municipality's boundaries;
- (q) Matter from any holding or septic tank, other than a manufactured home holding tank
- (r) Matter into a manhole or other opening in the Sewage System other than through the works from the Premises on which the Sewage is generated;

4.2 Where the Municipality has agreed to permit the discharge or deposit of Matter referred to in Section 4.1 above, the Municipality may require the Person to enter into an agreement relating to the discharge or deposit, and the agreement may include all terms beneficial to the Municipality. The Person shall indemnify and save harmless the Municipality from all costs and damages relating to the discharge or deposit;

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

5. WATER SYSTEM AND CHARGES

- 5.1 No Person shall Release, discharge or deposit any Matter into the Water System, without the Municipality's written consent.
- 5.2 Any Person who Releases, discharges or deposits or causes or permits the Release, discharge or deposit into the Water System of any Matter without the Municipality's written consent, shall:
- (a) notify the Municipality immediately upon becoming aware of the Release, discharge or deposit;
 - (b) provide information respecting the Release, discharge or deposit to the satisfaction of the Municipality; and
 - (c) be liable for all costs incurred by the Municipality with respect to the Release, discharge or deposit for containment, sampling, testing, removal, cleanup disposal and any other related activity.
- 5.3 All Customers receiving Water System Services pursuant to this Bylaw shall pay the Utility Charges set by Council resolution as amended from time to time.

- 5.4 A Customer is deemed to be receiving Water System Services unless exempted pursuant to Section 6.

6. PROTECTION OF UTILITY SERVICES

- 6.1 No Person shall break, damage, destroy, deface, tamper or cause or permit the breaking, damaging, destruction, defacing or tampering with any part of the Utility Services or any permanent or temporary device installed in the Utility Services for the purpose of measuring, sampling, or testing of Matter in the Utility Services. Any Person who does perform such acts shall be liable for any damage incurred.
- 6.2 Subject to Section 8.1, the Municipality may discontinue supplying Utility Services to a Premises where:
- (a) the Municipality believes that there is a breach of this Bylaw at that Premises;
 - (b) the Customer of the Premises has breached a provision of this Bylaw;
 - (c) the Premises is or appears to be abandoned; or
 - (d) in emergency situations, or where necessary to protect the integrity of the Utility System.
- 6.3 The Municipality may post a sign on the Premises at least twenty-four (24) hours prior to discontinuing the supply of Utility Services or preventing access to the Utility Services on the Premises pursuant to this Bylaw, advising that access to Utility Services may be discontinued or prevented and that there may be a health risk to Persons entering the Premises.
- 6.4 Whenever the Municipality determines that a Release from a Premises is contrary to this Bylaw, the Municipality, in addition to any other provisions in this Bylaw, require the Customer to:
- (a) install and maintain a device to detect the presence of a Release contrary to this Bylaw; and
 - (b) notify the Municipality of a detection of a Release contrary to this Bylaw, and to provide all information to the Municipality's satisfaction.
- 6.5 No Person shall supply false information or make inaccurate or untrue statements in a document or information required to be supplied to the Municipality pursuant to this Bylaw.
- 6.6 Any authority or activity to be performed by the Municipality may be performed by the Utilities Officer or any other Person designated by the Utilities Officer, including a servant, agent or employee of the Municipality.
- 6.7 Utility Charges shall be due and payable notwithstanding that the Premises is vacated or abandoned, unless the Customer successfully applies to the Municipality to be exempted from paying Utility Charges for one or more Utility Services. The Utilities Officer may accept such application upon being satisfied:
- (a) that the Premises are not occupied for any purpose; and/or
 - (b) that the absence of the relevant Utility Services will not contravene or result in the contravention of any federal, provincial or municipal legislation.

- 6.8 The Municipality shall have reasonable access to Premises receiving Utility Services and, without restricting the generality of the foregoing, this access shall include:
- (a) entering the Premises to construct the service connection, or to maintain or repair the service connection for the Water System or the Sewage System if the Municipality is not satisfied with the maintenance or repair of the service connection and the Customer has failed to comply with the Municipality's instructions;
 - (b) entering the Premises in an emergency situation;
 - (c) entering the Premises to construct, maintain or repair any part of the Utility Services owned by the Municipality, including a water meter and a remote water meter reader indicator;
 - (d) entering the Premises to read the water meter and a remote water meter reader indicator;
 - (e) entering the Premises to ensure that the provisions of this Bylaw are complied with;
 - (f) entering the Premises to deliver a notice pursuant to this Bylaw; and
 - (g) entering the Premises where otherwise contemplated by this Bylaw, or the Municipal Government Act.

7. **INSTALLATION OF WATER AND SEWAGE CONNECTIONS**

WATER

- 7.1 The owner of any land abutting on any road or easement wherein a water main now exists or is hereafter located shall:
- (a) install both in any Building and between the Building and the boundary of the road or easement in which the water main is located (up to the point of the curb stop valve), connections with the Water System and any other apparatus and appliances required to ensure the proper sanitary conditions of the Building and Premises, including a water meter and, for meters installed after enactment of this Bylaw, a remote water meter reader. The water service shall be installed by a person authorized to do so under the Safety Codes Act. The water service shall be installed to the Municipality's satisfaction and according to all relevant Federal, Provincial and Municipal legislation and regulations. The owner shall ensure that the water service shall be inspected by the Municipality prior to backfilling of the trench and prior to connection to the Water System.
- 7.2 The owner, as a term of supplying Water Services to the parcel of land, is responsible for the cost of construction, maintenance and repair of those portions of the service connection both above, on, or underneath the parcel to the boundary of the road or easement, but only to the point (but excluding) the curb stop valve.
- 7.3 Title to the water supplied by the Municipality shall pass from the Municipality to the Customer at the point of the curb stop valve.

SEWER

- 7.4 The owner of any land abutting on any road or easement wherein there is a sewer main now existing or hereafter located shall:
- (a) in any Building, and between the sewer main and any Building (including a sewer service line) establish connections with the Sewage System, and any other apparatus and appliances required to ensure the proper sanitary condition of the Building and Premises. The sewer service shall be constructed by the Municipality, at the Customer's expense. The construction costs payable to the Municipality by the Customer shall be paid in accordance with the terms of the Service Agreement between the Customer and the Municipality, and Schedule "A" of this Bylaw. The Customer shall be responsible for acquiring all municipal, provincial or federal permits as may be required in respect of the installation of the connection to the Sewage System.
 - (b) discontinue the use of any water closets or privies that are not connected with the Sewage System and shall discontinue the use of other sewage systems existing prior to the date that this Bylaw comes into force.
- 7.5 The owner, as a term of supplying Sewer Services to the parcel of land, is responsible for the maintenance and repair of those portions of the service connection both:
- (a) above, on, or under the parcel; and
 - (b) from the main line of the Sewer System to the boundary of the road or easement.
 - (c) shall pay the costs of construction at the time of installation or in accordance with the schedule provided at Schedule "A" .

GENERAL

- 7.6 Any person receiving Water or Sewage Services pursuant to this Bylaw shall enter into a Utility Service Agreement with the Municipality prior to receiving Utility Services. The Utility Services Agreement shall be in the form attached as Schedule "B" to this Bylaw.
- 7.7 If the owner fails, neglects or refuses to comply with section 7.1 through 7.5 within sixty (60) days of the enactment of this Bylaw, or within sixty (60) days of the construction of the Sewage System or Water System within the abutting street, public place, or road, where construction takes place after the enactment of this Bylaw, the Municipality may enter onto the Land or Building, erection or structure concerned and make the connection or installation, at the expense of the owner.
- 7.8 The owner shall ensure that for every Water System service connection at a parcel of land there shall be at least one water meter. Any additional meters shall be at the discretion of the Municipality and if the relocation is requested by the owner the relocation will be at the expense of the owner. Any relocation of meters shall be at the discretion of the Municipality and at the expense of the owner. Notwithstanding the foregoing the owner of a parcel of land on which a trailer court or manufactured home park exists shall ensure that a water meter (and

remote water meter reader) shall be installed for each trailer or manufactured home site, unless otherwise agreed by the Municipality.

- 7.9 Any meter or remote meter reader indicator installed pursuant to this section is the property of the Municipality and shall be deemed to be part of the Utility Services.
- 7.10 The owner of a parcel on land for which a service connection (including a meter and a remote water meter reader) for any aspect of the Utility Services is located shall ensure that the works are protected from damage, including freezing.
- 7.11 Where the owner is required to perform any work within lands owned or controlled by the Municipality (including a road or easement) the owner shall contact the Utilities Officer prior to performing such work, remediate the lands to the satisfaction of the Utilities Officer, and perform the work according to the terms specified by the Utilities Officer.
- 7.12 No person shall resell water delivered to any parcel.
- 7.13 The Municipality shall incur no liability by reason of failure respecting provision of Utility Services, nor shall it be liable for loss, costs, or damage to persons or property arising or resulting from the supply or use of the Utility Services. The owner shall be responsible for all damages or blockages to lines and equipment on the owner's parcel (and that portion of the Sewer Service connection between the main and the boundary of the road or easement) due to his or his agent's negligence. The Municipality is not liable for any failure to supply Utility Services for any reason whatsoever, including interruption of supply.
- 7.14 Full compliance with this section is a condition and term of supplying Utility Services to that Premises.
- 7.15 Where the owner of land pursuant to this section is also the Customer of the Premises, the charges imposed pursuant to this section shall be deemed to be a Utility Charge.
- 7.16 Nothing in this Bylaw precludes the Municipality from requiring the installation of Utility Services pursuant to the Municipal authority prescribed in Part 17 of the Municipal Government Act , or in another enactment.
- 7.17 If any Customer requires an increase in consumption of water at the premises for which Utility Services are provided by the Municipality, the Customer shall notify the Municipality prior to increasing consumption. Any increase, is subject to the discretion of the Municipality, acting reasonably, and having regard to the Municipality's ability to provide Utility Services to other Customers, and to operate Utility Services safely.

8. UTILITY CHARGES

- 8.1 The Municipality shall levy Utility Charges on all Premises (unless those Premises are exempted pursuant to Section 6 above). Utility Charges imposed shall be set by Council resolution, and may be amended from time to time.
- 8.2 Where a meter has been altered, tampered, or is defective in any manner, the Utilities Officer may estimate the Water Charges for that Premises for the period of time that the meter was not operating properly. The estimated Utility Charges shall be deemed to be Utility Charges set by Council resolution.

- 8.3 The Customer shall pay to the Municipality any additional Utility Charges (based on the estimate) for the period of time that the meter was not operating properly, even if the Customer had paid the Municipality for some or all of the Utility charges levied for that period.
- 8.4 If an owner of a parcel is of a view that a water meter at the parcel is not registering accurately, they may dispute the meter by:
- (a) notifying the Utilities Officer of their concern and requesting, in writing, a test to verify the meter accuracy; and
 - (b) paying to the Municipality the charge for the meter dispute, as prescribed by Resolution of Council, as amended from time to time.
- 8.5 When the Municipality receives a meter dispute as outlined above, the Utilities Officer shall:
- (a) schedule an appointment with the owner to remove the meter in dispute and replace it with another one;
 - (b) send the meter to a supplier for accuracy testing; and
 - (c) ultimately provide the owner with a copy of the meter test results.
- 8.6 If the meter test indicates that the meter is within prescribed tolerances, no adjustments to billings will be made, and the Municipality retains the meter dispute charge.
- 8.7 If the meter is found to be in excess of the prescribed tolerances:
- (a) the Municipality shall reimburse to the owner the meter dispute charge; and
 - (b) the Municipality will correct the Utility Accounts by the appropriate amount for the time during which the meter was registering incorrectly. If such time cannot be determined with reasonable accuracy, the correction will be made for a period of not more than three (3) months immediately preceding the date of the application.
- 8.8 The Municipality shall levy Utility Charges for all Premises on a monthly basis, unless otherwise agreed in writing. The Municipality may estimate the consumption for any Utility Charge, although ordinarily the Municipality will take a meter reading at least every two months. Rather than estimating consumption for any Utility Charge, the Municipality may rely on a Customer's reported meter reading.
- 8.9 A Customer is not relieved from paying Utility Charges by reason of non-receipt of a Utility Account, whatever the reason for non-receipt.
- 8.10 A Customer shall pay the applicable Utility Charges on or before the Due Date at the Municipality's administration office.
- 8.11 Any Customer to whom Utility Services have been shut off or discontinued at the request of the Customer or for committing a breach of this Bylaw shall, upon having paid any Utility Charges owing, and upon requesting the Municipality to restore Utility Services, pay to the Municipality a Reconnection Charge set by Council resolution, as amended from time to time. Council may establish separate

Reconnection Charges for reconnection to the Sewer System and reconnection to the Water System.

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

9. UTILITY SERVICES OUTSIDE HAMLET BOUNDARIES

- 9.1 The Municipality may, in its discretion, agree to provide Utility Services outside the Hamlet's boundaries. Any provision of Utility Services shall be on the following basis:

- (a) the Customer shall enter into a written agreement, including terms to the satisfaction of the Utilities Officer. This agreement may include a requirement that the Customer pay a deposit;
- (b) any provision of Utility Services shall be on the same terms as contained in this Bylaw, which may be amended from time to time (except as modified in the written agreement). If there is an Outstanding Account, the Municipality will be entitled to add the Utility Charges to the tax roll for the parcel.

10. ENFORCEMENT

- 10.1 Enforcement of rectification of breaches of this Bylaw, including enforcement of payment of Outstanding Accounts may be undertaken by the Municipality by any or all of the following methods:

- (a) action in the court of competent jurisdiction;
- (b) shutting off any or all of the Utility Services being supplied to the Customer as the Premises or otherwise discontinuing the service thereof, provided that the Municipality has attempted to provide the Customer with at least seven (7) days notice by mail (including a notice in the monthly account), or at least a twenty-four (24) hour notice posted at the Premises.

- 10.2 Every Person who contravenes any provision of this Bylaw is guilty of an offence and on conviction, is liable for a fine as set out at Schedule "C" to this Bylaw.

- 10.3 No Person who is convicted for an offence pursuant to this Bylaw is liable to imprisonment.

- 10.4 Compliance with this Bylaw is a condition of providing services to a premises; if the use of Utility Services at a Premises does not comply with this Bylaw, the Municipality may pursue its enforcement options as set out at section 10.1.

- 10.5 If payment is remitted for part but not all of the Utility Charges owing, payment shall (unless otherwise agreed to by the Utilities Officer) be applied to that portion of the Utility Charges outstanding the longest, regardless of any wish by the Customer to apply payment to any portion of the Utility Charges owing.

- 10.6 Where the owner of a parcel is a Customer, the Utilities Officer may add any Outstanding Account to the tax roll for the parcel.

GENERAL

- 10.7 This Bylaw shall come into force and effect on third and final reading.
- 10.8 Bylaw No. 1006 is hereby repealed.
- 10.9 If any provision of this Bylaw is declared or held to be invalid, that provision shall be deemed to be severed, and the remainder of the Bylaw shall remain in force and effect.

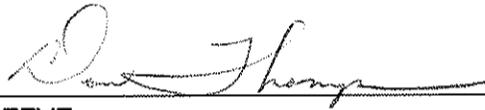
First reading on motion of Reeve Thompson done in Council this 25th day of June, 2002.

Second reading on motion of Councillor Avramenko done in Council this 25th day of June, 2002.

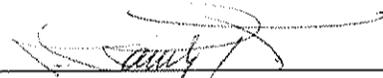
Third and final reading on motion of Councillor Grenville done in Council this 25th day of June, 2002.

Done and Passed in Council this 25th day of June, 2002

STARLAND COUNTY



REEVE



MUNICIPAL ADMINISTRATOR

SCHEDULE A

UTILITY RATES AND INSTALLATION COSTS

1. HAMLET OF CRAIGMYLE WATER BILLING RATES:

1.1 Monthly Payments:

- (a) Minimum Monthly Payment \$15.00 / month
- (b) Charge per cubic meter up to and including the first 25 cubic meters of consumption per month. \$ 2.00 / cubic meter
- (c) Charge per cubic meter of consumption exceeding the first 25 cubic meters and up to 50 cubic meters of consumption per month. \$ 2.50 / cubic meter
- (d) Charge per cubic meter for monthly consumption over 50 cubic meters \$ 2.75 / cubic meter

1.2 Cost of Meter Repair / Replacement

- (a) Repair or replacement of a meter damaged by a Customer \$250.00 / meter

1.3 Meter Calibration Fees

- (a) Meter testing charge if the supplied meter is within 3.0% of accuracy. Meter testing fee must be submitted with the request to have the meter tested. \$250.00 / meter

1.4 Temporary Disconnect Fees

- (a) Failure to provide 48 hours of notice for a disconnection or reconnection of a service. \$50.00

1.5 Deposits

- (a) Deposit if the Customer is not the registered owner of the property. \$100.00

SCHEDULE A

UTILITY RATES AND INSTALLATION COSTS

1.6 Reconnection Fee

- (a) Reconnection Fee \$100.00

1.7 Water Rate Exceptions

- (a) Craigmyle Civic Centre \$2.00 / cubic meter (no minimum billing)
- (b) Craigmyle United Church \$2.00 / cubic meter (no minimum billing)

2.0 HAMLET OF CRAIGMYLE - SEWER BILLING RATES:

2.1 Monthly Payments

- (a) Sewer Connection Fee \$9.00 / month

3.0 HAMLET OF RUMSEY – WATER BILLING RATES:

3.1 Monthly Payments

- (a) Monthly water Rates \$20.00 / month

4.0 HAMLET OF RUMSEY – SEWER BILLING RATES:

4.1 Monthly Payments

- (a) Monthly sewer rate \$9.00 / month

5.0 WATER / SEWER INSTALLATION COSTS (ALL HAMLETS)

- 5.1 The County will assist landowners with a new water and sewer service connection.
- 5.2 The County will obtain a minimum of two contractor estimates for the connection of the Building to the municipal water and sewer services.
- 5.3 The lowest of the estimates obtained will be selected for connection to the municipal utility.
- 5.4 The landowner has an option to pay the full amount of the connection cost upfront, or select the payment program option as outlined in 5.5.
- 5.5 The landowner must pay 20% of the lowest estimate amount as a deposit for the connection of water and sewer services. The balance of the outstanding cost of connection to the water and sewer services can be paid back to the County in 24 equal installments including interest at the prime rate plus 2.0% (at the financial institution where the County carries out it’s daily banking business). The County will provide the landowner with a repayment schedule.
- 5.6 The landowner must enter into a Utility Service Agreement with the County.
- 5.7 The landowner is responsible for obtaining all necessary permits to undertake construction.

SCHEDULE B

UTILITY SERVICE AGREEMENT

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

BETWEEN:

STARLAND COUNTY
(Hereinafter called the "County")

OF THE FIRST PART

-AND-

(Hereinafter called the "Owner")
(As stated on the tax roll)

OF THE SECOND PART

1. The Owner hereby agrees to become a Customer for the following services:
 - a) Water Service _____
 - b) Sewer Service _____

2. The County agrees to sell and deliver, so far as is practicable for the County to do so, and the Owner will purchase from the County, the Owner's entire need for the utilities indicated above.

3. The utility services are to be provided to the following location:

Civic Address:

Legal Land Description:

4. The Owner agrees to pay for utilities installed and used, and services rendered at rates and on such terms as are outlined in Schedule "A" of the Starland County Hamlet Utility Bylaw 1063, as amended from time to time.

STARLAND COUNTY

- 5. Services will be discontinued in accordance with requirements of the County's Hamlet Utility Bylaw 1063 and related policies, including nonpayment of accounts, if an outstanding bill is three months in arrears or if the account is not paid in full upon termination. A Reconnection Charge will be charged by the County and must be paid prior to utilities being restored. The Owner agrees to abide by the terms of Hamlet Utility Bylaw 1063, which may be amended from time to time, and the terms of which form a part of this Agreement.
- 6. The Bylaw may be viewed at the County Office. The rates for Utility charges are set by Council Resolution and may be amended from time to time.
- 7. Utility Charges for water or sewer will be billed monthly whether or not Utilities are actually consumed. The County must obtain a request for disconnection from the Owner in writing in order to discontinue billing these charges. A Reconnection Charge will be charged by the County and must be paid prior to utilities being restored.
- 8. The Owner understands and hereunder agrees that any unpaid utility bills or connection fees may be added to the tax roll for the property as an uncollected amount.
- 9. The addresses of the parties to which all communications, notices or bills shall be addressed or served and to which all payments shall be made is as follows:

Starland County
Box 249
Morrin, Alberta
T0J 2B0
Telephone: 403-772-3793

And for the Owner:

Telephone: _____

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

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

WITNESS

OWNER

STARLAND COUNTY:

MUNICIPAL ADMINISTRATOR

STARLAND COUNTY

SCHEDULE C

FINES

1.0 FINES

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