



BYLAW NO. 07-2010 TOWN OF VEGREVILLE

THIS BYLAW BEING BYLAW 07-2010 OF THE TOWN OF VEGREVILLE, IN THE PROVINCE OF ALBERTA, REGULATING AND PROVIDING FOR THE TERMS, CONDITIONS, RATES AND CHARGES FOR THE SUPPLY AND USE OF SANITARY SEWER SERVICES PROVIDED BY THE TOWN OF VEGREVILLE.

WHEREAS the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended or repealed and replaced from time to time, provides for the provision of a municipal public utility service subject to such terms, costs and charges as established by Council from time to time;

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

1. SHORT TITLE

1.1 This Bylaw may be cited as the Town of Vegreville "Sanitary Sewer Bylaw".

2. DEFINITIONS

- 2.1 "Account" means an account created pursuant to this Bylaw relating to the provision of Sanitary Sewer Service;
- 2.2 "Bylaw Enforcement Officer" means a Bylaw Enforcement Officer appointed by Council and includes a member of the Royal Canadian Mounted Police, and when authorized a Community Peace Officer;
- 2.3 "CAO" means the Chief Administrative Officer for the Town or his designate, regardless of the specific title that may be conferred on that Officer by Council from time to time;
- 2.4 "Consumer" means any Person who has entered into a contract with the Town for the provision of Sanitary Sewer Service or who is the Owner of any Property connected to or provided with Sanitary Sewer Service;
- 2.5 "Council" means the Municipal Council of the Town of Vegreville;
- 2.6 "Designated Officer" means the CAO, Infrastructure, Planning & Development Director, Public Works and Utilities Manager, Public Works and Utilities Foreman, Plumbing Inspector, Bylaw Enforcement Officer or any other individual designated by Council to be a Designated Officer for the purposes of enforcing the provisions of this Bylaw;
- 2.7 "Domestic Wastewater" means waste produced on a residential premises, or sanitary waste and wastewater from showers and restroom washbasins produced on a non-residential property;
- 2.8 "Fixture" means a receptacle, appliance, apparatus or other device that discharges wastewater or clear water waste and includes a floor drain;
- 2.9 "Hauled Waste" means any industrial waste which is transported to and deposited into any location in the Sanitary Sewer Service, excluding Hauled Wastewater;

- 2.10 **“Hauled Wastewater”** means waste removed from a wastewater system, including a cesspool, a septic tank system, a privy vault or privy pit, a chemical toilet, a portable toilet or a wastewater holding tank;
- 2.11 **“Hazardous Waste”** shall have the meaning set out in the *Environmental Protection and Enhancement Act*, R.S.A. 2000, c.E-12, as amended or repealed and replaced from time to time, and any regulations thereunder;
- 2.12 **“Municipal Government Act”** means the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended or repealed and replaced from time to time, and any regulations thereunder;
- 2.13 **“Occupant”** means any Person other than the Owner who is in possession of the Property, including but not limited to, a licensee, tenant or agent of the Owner;
- 2.14 **“Owner”** means
- (a) any Person registered as the Owner of the Property under the *Land Titles Act*;
 - (b) any Person who is recorded as the Owner of the Property on the Assessment Roll of the Town;
 - (c) any Person who has become the beneficial Owner of the Property, including by entering into a Purchase and Sale Agreement, whether they have purchased or otherwise acquired directly from the Owner or from another purchaser, and who has not yet become the registered Owner thereof;
 - (d) any Person holding himself out as the Person exercising the power or authority of ownership or, who for the time being exercises the powers and authority of ownership over the Property; or
 - (e) any Person in control of Property under construction;
- 2.15 **“Person”** means a corporation, partnership or individual, and the heirs, executors, administrators or other legal representative of an individual;
- 2.16 **“Pretreatment”** means the reduction, elimination or alteration of pollutants in wastewater prior to discharge into the sanitary sewer system. This reduction or alteration can be obtained by physical, chemical, or biological processes, through pollution prevention, or by other means, except by diluting the concentration of the pollutants;
- 2.17 **“Private Drainage System”** means a privately owned assembly of pipes, fittings, Fixtures, traps and appurtenances, including a Service Connection, attached to a premise or building that is used to convey Wastewater into the Sanitary Sewer Main;
- 2.18 **“Property”** means land, buildings, excavations, stockpiles, structures and appurtenances, or any personal property located thereupon, within the Town;
- 2.19 **“Provincial Offences Procedure Act”** means the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34, as amended or repealed and replaced from time to time, and any regulations thereunder;
- 2.20 **“Safety Codes Act”** means the *Safety Codes Act*, R.S.A. 2000, c. S-1, as amended or repealed and replaced from time to time, and any regulations thereunder;



- 2.21 "Sanitary Sewer Main" means those pipes, wires or other apparatus installed for the disposal of Wastewater within the Town to which a Service Connection may be connected;
- 2.22 "Sanitary Sewer Service" means the Utility service to remove Wastewater from a Private Drainage System located on Property within the Town through a Service Connection to the Sanitary Sewer Main and to a treatment facility;
- 2.23 "Service Connection" means the part of the system or works of a Utility that runs from the Sanitary Sewer Main of the Utility to a building or other place on a parcel of land for the purpose of conveying Wastewater from the parcel and includes parts or works such as the pipes, wires, couplings, meters and other apparatus;
- 2.24 "Town" means the Town of Vegreville;
- 2.25 "Utility" means the system or works of a public utility operated by or on behalf of the Town;
- 2.26 "Violation Tag" means a tag or similar document issued by the Town pursuant to the *Municipal Government Act*;
- 2.27 "Violation Ticket" means a ticket issued pursuant to Part 2 of the *Provincial Offences Procedure Act*;
- 2.28 "Wastewater" means a combination of water and water-borne wastes from residences, business buildings, institutions, industries and other establishments and such ground, surface and storm waters as may be directed into the Sanitary Sewer Service;
- 2.29 "Wastewater Treatment Facility" means any structure or thing used for the physical, chemical, biological or radiological treatment of Wastewater, and includes lagoons, sludge treatment, wastewater sludge storage and disposal facilities;

3. UTILITY SERVICE

- 3.1 The Town shall, in accordance with the terms and conditions prescribed in this Bylaw, be responsible for the operation and management of all Sanitary Sewer Service facilities and equipment utilized for Wastewater collection, treatment and disposal on Town Lands.
- 3.2 The use and control of the Sanitary Sewer Service shall be in accordance with this Bylaw.
- 3.3 The Sanitary Sewer Service located on Town lands shall be under the direct control and management of the CAO, subject to the provisions of this Bylaw and all applicable policies of the Town.
- 3.4 The Town shall supply Sanitary Sewer Service so far as there is sufficient capacity and the property is adjacent to a Sanitary Sewer Main, upon such terms, costs or charges as established by Council.
- 3.5 The Consumer shall:
- (a) Pay all charges and rates for Sanitary Sewer Service provided by the Town in accordance with this Bylaw;
 - (b) Adhere to the requirements of this Bylaw;
 - (c) Be responsible for the condition and protection of all facilities located on the Consumer's Property. The Consumer shall be liable for any destruction of or



damage to the Sanitary Sewer Service located on the Consumer's Property unless the destruction or damage is caused by the act of an agent or employee of the Town and shall be liable for any destruction of or damage to the Sanitary Sewer Service owned by the Town if such destruction or damage is as a result of a blockage, freezing, lack of maintenance or negligence caused by the Consumer;

- (d) Not extend a service from one lot to another without the prior written consent of the Town; and
- (e) At the request of the Town, grant or cause to be granted to the Town, such easements or rights-of-way over, upon or under the Property owned or controlled by the Consumer as the Town reasonably requires for the construction, installation, maintenance, repair, inspection and operation of the facilities required for the Sanitary Sewer Service to the Consumer, and for the performance of all other obligations required to be performed by the Town to maintain the Sanitary Sewer Service.

3.6 No Person shall:

- (a) Remove, operate, connect to or alter any portion of the Sanitary Sewer Service owned by the Town, except as authorized by the Town, and in accordance with the standards and policies established by the Town. A Consumer shall be responsible for all damage to the Sanitary Sewer Service resulting directly or indirectly from a breach of this section;
- (b) Use the Sanitary Sewer Service in any manner that causes any interference or disturbance to any other Consumer's use of the Sanitary Sewer Service;
- (c) Obstruct or impede free and direct access to the Sanitary Sewer Service, the Sanitary Sewer Main, or any other aspect of the Sanitary Sewer Service;
- (d) Install or allow to be installed any temporary or permanent structures or objects that could interfere with the Property and safe maintenance and operation of the Sanitary Sewer Service or result in any damage to the Sanitary Sewer Service.

3.7 The Town shall, so far as is reasonably possible, endeavor to provide regular and uninterrupted operation of the Sanitary Sewer Service. However, blockages and failures to Sanitary Sewer Mains and other facilities are inherent to the normal operation of a Utility and may result in interruptions to the Sanitary Sewer Service.

4. RIGHT OF ENTRY

- 4.1 A Designated Officer may, for the purpose of ensuring that the provisions of this Bylaw are being complied with, enter upon any Property, in accordance with section 542, 543 or 544 of the *Municipal Government Act*, as applicable, in order to carry out an inspection, enforcement or other action required or authorized by this Bylaw, the *Municipal Government Act*, or any other statute.
- 4.2 Before conducting an inspection pursuant to section 4.1, a Designated Officer shall provide the Owner or Occupant of the Property with reasonable notice as required by the *Municipal Government Act*. For the purposes of this Bylaw, a notice period of FORTY EIGHT (48) HOURS before commencement of the inspection, is deemed to be reasonable notice.
- 4.3 Notwithstanding section 4.1 and 4.2, a Designated Officer may enter and have access to all parts of a Property in which Sanitary Sewer Service is provided by the Town, or intended to be provided by the Town, at any reasonable hour for:

- (a) the purpose of constructing, repairing, maintaining or inspecting the system or works of the Sanitary Sewer Service, including but not limited to the Sanitary Sewer Main or the Service Connection; or
- (b) investigating a Consumer complaint or query where the Owner or Occupant has provided permission for the Town to investigate the complaint, including entering the Property at any reasonable time.

4.4 The Designated Officer will make reasonable efforts to notify the Owner or Occupant of when he intends to enter the Property, or other Person who is at the Property and appears to have sufficient authority to permit entry except:

- (c) in case of emergency;
- (d) where entry is permitted under Order of the Court; or
- (e) where entry is authorized under a statute or other enactment.

5. LIABILITY OF THE TOWN

5.1 The Town shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether direct, indirect, special or of a 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 Sanitary Sewer Service by the Town to Consumers, howsoever caused, including that which is caused by or related to:

- (a) the break, blockage, stoppage or failure of any portion of the Sanitary Sewer Service within the Town;
- (b) the interference with or cessation of Sanitary Sewer Service in connection with repair or proper maintenance of the Sanitary Sewer Service;
- (c) direct or indirectly as a result of the Town approving any Service Connection; or
- (d) accident or incident due to the operation of the Sanitary Sewer Service, unless such costs or damages have been shown to be directly due to an act of bad faith, gross negligence or willful misconduct of the Town or its employees, agents or other authorized representative.

5.2 All limitations, protections and exclusions of liability contained in any provincial or federal legislation shall be applicable to the Town.

6. APPLICATION FOR SANITARY SEWER CONNECTION

6.1 Any Person who requires a Sanitary Sewer Service shall make an application to the Town on such form as utilized by the Town from time to time and shall pay to the Town the applicable application fee set out in Schedule "B" to this Bylaw.

6.2 Upon acceptance of the application, an Account shall be set up in the name of the Consumer, provided that the Consumer is the Owner of the Property or the Owner's authorized agent. Where the Owner or the Owner's authorized agent makes the request in writing, the utility billings under the Account may be submitted directly to the tenant of the Property as identified by the Owner in writing.

6.3 There shall be a separate Sanitary Sewer Service account for each Property.

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6.4 The application shall be supported by such evidence as to the identity of the Consumer and the status of the Consumer as the CAO may require.

7. CONNECTION TO SANITARY SEWER MAIN

- 7.1 For a Property that contains four dwelling units or less, a Service Connection for Sanitary Sewer Service shall only connect one dwelling unit to the Sanitary Sewer Main, unless a written agreement with the Town authorizes more than one dwelling unit to be connected to the Sanitary Sewer Main through a single Service Connection.
- 7.2 For a Property that contains more than four dwelling units, the Town shall prescribe the terms, conditions and standards for the Service Connection to the Sanitary Sewer Service.
- 7.3 No Service Connection shall be connected to the Sanitary Sewer Main unless prior approval has been granted by the Town.
- 7.4 Service Connections located within the Property boundaries of a Property are owned by the Owner of the Property, and the Owner shall be responsible for the construction, maintenance, and repair of that portion of the Service Connection.
- 7.5 The Town shall, at all times, remain the Owner of that portion of the Service Connection between the Town's main line and the Property lines of the road or boundary of an easement granted to the Town for its Sanitary Sewer System, notwithstanding that the Town's portion of the Service Connection may have been constructed by, or its construction funded by, some Person other than the Town.
- 7.6 Nothing in this Bylaw shall be interpreted as preventing the Development Authority from imposing as a condition of subdivision and development approval to pay for the cost of installation of a portion of the Sanitary Sewer System necessary to service the lands subject to the application, including the Sanitary Sewer Main and those portions of the Service Connection owned by the Town, and located between the Town's Sanitary Sewer Main and the Property line on the road or easement boundary.
- 7.7 As a condition of receiving Sanitary Sewer Service from the Town, the Owner shall maintain, in a state of good repair, free from leakage or other forms or loss, with sufficient protection from freezing, all parts of the Service Connection to the satisfaction of the CAO or his designate, through which Wastewater is conveyed from outlets or Fixtures located on or within the Property to the Sanitary Sewer Main.
- 7.8 All components of the Service Connection located within the boundaries of a Property shall be constructed to the same standard and with same or equivalent materials as the Service Connection located between the Sanitary Sewer Main and the Property boundary and in compliance with the *Public Health Act* and the *Safety Codes Act*, unless the use of alternative material has been approved by the CAO or his designate.
- 7.9 Prior to constructing a Service Connection, the Owner shall obtain all necessary municipal and provincial approvals, including a development permit and Safety Codes Permits and shall not backfill the excavation until the work has been inspected or approved by the appropriate Designated Officer.
- 7.10 Sanitary Sewer Service shall not commence until the Town has received copies of all required approvals under the *Safety Codes Act* and all required inspection reports.
- 7.11 Where an obstruction exists between the Sanitary Sewer Main and the outlets on or within a Property:



(a) The Town shall be responsible for all costs incurred in respect to any investigation of the cause, and the repair of the obstruction, where the obstruction is determined, in the Town's sole determination, to be located between the Sanitary Sewer Main and the boundary line of the Property and the obstruction is unrelated to the failure, omission or negligence of the Owner, an Occupant, or guest of an Owner or Occupant, to strictly comply with the provisions of this Bylaw; and

(b) Where the obstruction is determined, in the Town's sole determination, to be located inside the boundary line of the Property, or is outside the Property boundary line and is a result of the failure, omission or negligence of the Owner, an Occupant, or guest of an Owner or Occupant as described in section 7.11(a), the Owner of the Property shall be solely responsible for the costs of investigation of the cause and the repairs to the Service Connection.

7.12 The Town shall not be liable for damages caused by any blockage or damage caused by tree roots infiltrating the Sanitary Sewer Main or a Service Connection where the roots originate from trees not on Town property.

7.13 Private Drainage Systems shall be:

(a) Installed to the Service Connection by the Owner of the Property to be serviced;

(b) Installed at the sole expense of the Owner; and

(c) Installed only upon issuance of a permit from the Town authorizing the installation.

7.14 An Owner shall install a Backflow Valve, of an approved pattern by the Town, on every Service Connection to prevent Wastewater backup into the premises from the Sanitary Sewer Main.

7.15 Upon request, the Town shall provide to the Consumer, information on the method and manner of installing the Service Connection and associated apparatus.

7.16 When a Service Connection for Sanitary Sewer Service is no longer required, the Owner shall obtain written permission from the Town to disconnect from the Sanitary Sewer Main. The Owner shall disconnect in compliance with the directions of the Town relative to the method and location and shall bear all responsibility and costs associated with the disconnection.

8. USE AND PROTECTION OF THE WASTEWATER SYSTEM

8.1 No Person shall discharge, cause or permit to be discharged into the Sanitary Sewer Service any matter or Wastewater:

(a) In contravention of any federal, provincial or municipal legislation;

(b) Which would interfere with the proper operation of the Sanitary Sewer Service;

(c) Which may impair or interfere with the treatment process; or

(d) May result in a hazard to Persons, Property or animals.

unless otherwise authorized in this Bylaw or in writing by the Town.

8.2 No Person shall throw, deposit or leave any cloth, fabric, garbage, litter, refuse, plastic, manure, rubbish, sweepings, sticks, stones, bricks, earth, gravel, dirt, mud, haw, straw, twigs, leaves, paper, ashes or non dissolving paper products, including but not limited to

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feminine hygiene products, on or in any part, component or appurtenances of the Sanitary Sewer Service or the Sanitary Sewer Main.

- 8.3 No Person shall discharge into the Sanitary Sewer Main or a Service Connection:
- (a) Hazardous Waste or other liquids which may detrimentally effect the Sanitary Sewer Service;
 - (b) Any substance which may impact the flow through the Sanitary Sewer Main or Service Connection;
 - (c) Chemical refuse, trade waste, waste stream, or any liquids whose temperature is one hundred and seventy (170) degrees Fahrenheit or over;
 - (d) flammable or explosive material;
 - (e) Roof drainage; or
 - (f) Cistern or tank overflow.
- 8.4 No Person shall discharge into the Sanitary Sewer Main or a Service Connection the contents of a:
- (a) Privy vault;
 - (b) Manure pit; or
 - (c) Cesspool
- excluding Hauled Wastewater from an authorized domestic Wastewater hauler or from a certified recreational vehicle at an approved dumping station.
- 8.5 Any Person who releases or, permits to be released or witnesses the release into the Sanitary Sewer Main or a Service Connection any Wastewater or matter prohibited from entering the Sanitary Sewer Main or a Service Connection, shall immediately upon becoming aware of the release notify:
- (a) The CAO or his designate;
 - (b) The Owner of the Property; and
 - (c) Any other Person who the reporting person know or ought to know may be directly affected by the release.
- 8.6 When notifying the CAO pursuant to section 8.5, the notifying Person shall provide the following information:
- (a) Name of the company or Person who caused the release, if known;
 - (b) Location of the release;
 - (c) Name and contact information of the notifying person;
 - (d) Approximate time of the release;

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- (e) Type of materials released;
- (f) Volume of material released; and
- (g) Corrective action being taken or anticipated to be taken to control the release.

- 8.7 Unless authorized by the Town, no Person shall turn, lift, remove, raise or tamper with any component of the Sanitary Sewer Service, including but not limited to lift stations, manholes, ventilators or other appurtenances.
- 8.8 Unless authorized by the Town, no Person shall cut, break, pierce or cap the Sanitary Sewer Main or an approved Service Connection.
- 8.9 Unless authorized by the Town, no Person shall interfere with the free discharge of any Sanitary Sewer Main or part thereof, or do any act or thing which may impede or obstruct the flow from the Sanitary Sewer Main or Service Connection.

9. INDUSTRIAL OR TRADE WASTES

- 9.1 Notwithstanding any other section of this Bylaw, no Person shall directly discharge any waste resulting from trade, industrial or manufacturing processes into the Sanitary Sewer Main or a Service Connection, unless prior written approval has been obtained from the Town.
- 9.2 The Town may prescribe the required Pretreatment of any waste, prior to granting approval pursuant to section 9.1.
- 9.3 The Owner or holder of the approval granted pursuant to section 9.1, shall complete the required Pretreatment of the waste prior to discharging the same into the Sanitary Sewer Main or Service Connection, and shall install and maintain all required Pretreatment equipment, at their own cost and expense.

10. GREASE TRAPS

- 10.1 All non-residential use food preparation facilities including all industrial, commercial or institutional premises where food is cooked, processed or prepared shall have installed grease traps of a sufficient size to ensure that oil and grease are prevented from entering the Sanitary Sewer Service and of a design approved by the Town, on all Fixtures connected to a Service Connection.
- 10.2 The grease traps shall be installed in accordance with all applicable Federal and Provincial Legislation and maintained at the Owner's sole cost and expense.
- 10.3 All grease traps shall be maintained according to the manufacturer's recommendations and shall be cleaned before the thickness of the organic material and solids residuals is greater than twenty-five (25%) percent of the available volume; cleaning frequency shall not be less than every four (4) weeks. Maintenance requirements shall be posted in the workplace in proximity to the grease trap.
- 10.4 A maintenance schedule and record of maintenance shall be available to the CAO or his designate upon request for each interceptor installed.
- 10.5 The Owner of all non-residential use food preparation facilities including all industrial, commercial or institutional premises where food is cooked, processed or prepared, shall, for two (2) years, keep the record of maintenance and documents related to oil and grease disposal.

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- 10.6 No Person shall use enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of oil and grease through a grease trap.
- 10.7 In the case of failure by an Owner to adequately maintain the grease trap to the satisfaction of the CAO or his designate, the CAO or his designate may require an alarmed monitoring device to be installed, at the expense of the Owner.
- 10.8 In the event that the Town, in its sole determination, finds that an Owner fails to adequately dispose of oil and grease, and the Town is required to clean the Service Connection and/or the Sewer Main as a result of the inadequate disposal, the Owner shall be responsible for all costs and charges associated with cleaning of the Service Connection and/or Sewer Main.

11. GREASE, OIL AND SAND INTERCEPTORS

- 11.1 All non-residential uses in which vehicles or equipment are serviced, repaired or washed, including but not limited to, garages, service stations and vehicle washing facilities, shall install grease, oil and sand interceptors of sufficient size and of a design approved by the Town, on all Fixtures connected to a Service Connection.
- 11.2 The interceptors shall be installed and maintained at the Owner's sole cost and expense.
- 11.3 All oil and grease interceptors and separators shall be maintained in good working order and according to the manufacturer's recommendations and shall be inspected regularly to ensure performance is maintained to the manufacturer's specifications for performance and inspected to ensure the surface oil and sediment levels do not exceed the recommended level.
- 11.4 A maintenance schedule and record of maintenance shall be submitted to the CAO or his designate upon request.
- 11.5 The Owner or Occupant of the Property, as set out in Section 11.1, shall for TWO (2) years, keep the maintenance record and documentation related to clean-out and oil and grease disposal.
- 11.6 No Person shall use enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of oil and grease through grease, oil and sand interceptors.
- 11.7 Where an Owner or Occupant has failed to adequately maintain the grease, oil and sand interceptors to the satisfaction of the CAO or his designate, the CAO or his designate may require an alarmed monitoring device to be installed, at the expense of the Owner.
- 11.8 Every Owner of a Property from which sediment may directly or indirectly enter the Sanitary Sewer Service, including but not limited to Property using a ramp drain or area drain and vehicle wash establishments, shall take all necessary measures to ensure that such sediment is prevented from entering the Sanitary Sewer Service in excess of the limits prescribed by the CAO.
- 11.9 All sediment interceptors shall be maintained in good working order and according to manufacturer's recommendations and shall be inspected regularly to ensure performance is maintained to the manufacturer's specifications for performance.
- 11.10 A maintenance schedule and record of maintenance shall be submitted to the CAO or his designate upon request for each sediment interceptor installed.
- 11.11 The Owner of a Property as set out in section 11.9, shall, for TWO (2) years, keep the record of maintenance and documentation of sediment disposal.

11.12 All interceptors installed pursuant to this Section shall be located so to be easily accessible for cleaning and inspection.

12. ACCOUNTS

12.1 No Person shall construct or install any manner of connection, whether on a permanent or temporary basis, to any part of the Sanitary Sewer Service, without first having submitted an application for Sanitary Sewer Service and opening an account with the Town for Sanitary Sewer Service.

12.2 No Account can be transferred to any Occupant or opened in the name of any Person except the Owner.

12.3 All Consumers receiving Sanitary Sewer Service pursuant to the provisions of this Bylaw, shall pay the required charges, levies and fees set out in Schedule "B" to this Bylaw.

12.4 The Town may prepare and issue invoices for Sanitary Sewer Service supplied to Consumers on a frequency to be determined by the Town but not less than bi-monthly, unless an alternate billing period has been agreed to between the Consumer and the Town in writing.

12.5 The invoices prepared and issued by the Town pursuant to section 12.4 may include all services for which fees and charges apply, including but not limited to Sanitary Sewer Service, Water Service and garbage disposal provided by the Town to the Consumer. If the Town includes the fees and charges for more than one service on a single invoice, the invoice shall provide information on the fees and charges due by the Consumer for each service.

12.6 Sanitary Sewer Service charges issued pursuant to this Bylaw to a Consumer shall be issued to the address for service provided by the Consumer at the time of the Application for Sanitary Sewer Service and shall be deemed to have been received seven (7) days of the date of mailing.

12.7 The Consumer shall remit the applicable Sanitary Sewer Service charge issued pursuant to section 12.4 to the Town within thirty (30) days of the last day of the billing period for which the Sanitary Sewer Service charge was issued. In the event that the end of the thirty (30) day period is not a business day, Sanitary Sewer Service charges must be remitted no later than the next business day.

12.8 A Consumer is not relieved from paying the applicable Sanitary Sewer Service charge by reason of non-receipt of an invoice for that charge. A Consumer who does not receive an invoice for an applicable billing period shall contact the Town as soon as the Consumer is aware, or ought to have been aware, that the Sanitary Sewer Service charge has become due and payable.

12.9 Sanitary Sewer Service charges which are not paid within the thirty (30) day period set out in section 12.4, may be subject to a late penalty as set out in Schedule "B" of this Bylaw.

12.10A Consumer who wishes to discontinue receiving Sanitary Sewer Service as a result of that Consumer's intention to vacate the Property shall provide the Town with prior notice in a form prescribed by the Town of the intention to discontinue the service.

12.11A Consumer who fails to provide notice pursuant to section 12.10, shall be liable for those charges in relation to the provision of Sanitary Sewer Service to the Property, notwithstanding that the Consumer no longer occupies the Property, that accrue up to the date that notice is provided by the Consumer pursuant to section 12.10.



12.12A Consumer may be required to pay a disconnection fee as prescribed under Schedule "B" of this Bylaw, for the disconnection of the Property from the Sanitary Sewer Service.

13. OFFENCES

- 13.1 Any Person who contravenes any provision of this Bylaw is guilty of an offence and is liable, upon summary conviction, to a penalty as set out in Schedule "A" herein.
- 13.2 Notwithstanding section 13.1 of this Bylaw, any Person who commits a second or subsequent offence under this Bylaw within one (1) year of committing the first offence is liable to the increased penalty as set out in Schedule "A" herein.
- 13.3 Under no circumstances shall any Person contravening any provision of this Bylaw be subject to a penalty of imprisonment.

14. VIOLATION TAGS

- 14.1 A Bylaw Enforcement Officer is hereby authorized and empowered to issue a Violation Tag to any Person, whom the Bylaw Enforcement Officer has reasonable grounds to believe has contravened any provision of this Bylaw.
- 14.2 A Violation Tag shall be served:
- (a) Upon the Person personally, or by leaving it with the Person on the Property who has the appearance of being at least eighteen (18) years of age; or
 - (b) In the case of a corporation or partnership, by serving the Violation Tag personally upon the Corporate Secretary or other Officer, or Person apparently in charge of a branch office, by mailing a copy to such Person by registered mail.
- 14.3 A Violation Tag shall be in a form approved by the Chief Administrative Officer, and shall state:
- (a) The name of the Person to whom the Violation Tag is issued;
 - (b) A description of the Property upon which the offence has been committed, if applicable;
 - (c) A description of the offence and the applicable Bylaw section;
 - (d) The appropriate penalty for the offence as specified in Schedule "A" of this Bylaw;
 - (e) That the penalty shall be paid within thirty (30) days of the issuance of the Violation Tag in order to avoid prosecution; and
 - (f) Any other information as may be required by the Chief Administrative Officer.
- 14.4 Where a Violation Tag has been issued pursuant to section 14.1, the Person to whom the Violation Tag has been issued may, in lieu of being prosecuted for the offence, pay to the Town Office, the penalty specified on the Violation Tag.
- 14.5 In the event that a Violation Tag has been issued and the penalty specified on the Violation Tag has not been paid within the prescribed time, a Bylaw Enforcement Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to Part

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2 of the *Provincial Offences Procedures Act* to the Person to whom the Violation Ticket was issued.

15. VIOLATION TICKET

- 15.1 Notwithstanding section 14.5, a Bylaw Enforcement Officer is hereby authorized and empowered to immediately issue a Violation Ticket to any Person to whom the Bylaw Enforcement Officer has reasonable ground to believe has contravened any provision of this Bylaw.
- 15.2 A Violation Ticket issued with respect to a violation of this Bylaw may be served upon the Person responsible for the contravention in accordance with the *Provincial Offences Procedures Act*.
- 15.3 The Person to whom the Violation Ticket has been issued may plead guilty by making voluntary payment in respect of the summons by delivering to the Provincial Court, on or before the initial appearance date, the Violation Ticket together with any amount equal to the specified penalty for the offence as provided by this Bylaw.
- 15.4 Where a Clerk of the Court records in the court records the receipt of a voluntary payment pursuant to this Bylaw and the *Provincial Offences Procedure Act*, the act of recording constitutes acceptance of the guilty plea and also constitutes a conviction and imposition of a fine in the amount of the specified penalty.

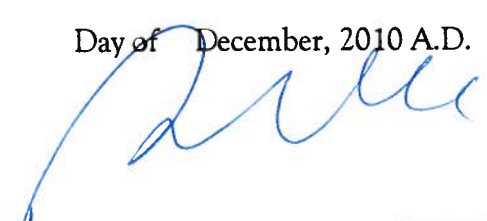
16. SEVERABILITY

- 16.1 Should any provision of this Bylaw be invalid, then the invalid provision shall be severed and the remainder of the Bylaw shall be maintained.

17. COMING INTO FORCE

- 17.1 Bylaw Nos. 541, 542, 561, 636, 701, 30-81, 9-85, 19-85, 3-87, 7-2008 are hereby repealed.
- 17.2 This Bylaw shall come into force and effect on July 1, 2011.

READ for a first time this	27 th	Day of September, 2010 A.D.
READ for a second time this	13 th	Day of December, 2010 A.D.
READ for a third time this	13 th	Day of December, 2010 A.D.



RICHARD N. COLEMAN
MAYOR



JODY QUICKSTAD
TOWN MANAGER

SCHEDULE "A"
FEES AND PENALTIES

<u>Offence</u>	<u>Section</u>	<u>Penalty</u>
Person removes, operates, connects to or alters any portion of the Sanitary Sewer Service	3.6(a)	\$500.00
Person uses the Sanitary Sewer Service in any manner that causes interference or disturbance	3.6(b)	\$500.00
Person obstructs or impedes free and direct access to the Sanitary Sewer Service	3.6(c)	\$500.00
Person installs or allows to be installed any temporary or permanent structure	3.6(d)	\$500.00
No person shall cause or permit to be discharged into the Sanitary Sewer Service		
• in contravention of any federal, provincial or municipal legislation	8.2(a)	\$500.00
• interfere with the proper operation of the Sanitary Sewer Service	8.2(b)	\$500.00
• impair or interfere with the treatment process	8.2(c)	\$500.00
• may result in a hazard	8.2(d)	\$500.00
Throw, deposit or leave any garbage	8.3	\$500.00
Person discharge:		
• hazardous waste	8.4(a)	\$500.00
• substance impact the flow	8.4(b)	\$500.00
• chemical refuse, trade waste	8.4(c)	\$500.00
• flammable or explosive material	8.4(d)	\$500.00
• roof drainage	8.4(f)	\$500.00
• cistern or tank overflow	8.4(g)	\$500.00
Person discharges privy vault, manure pit or cess pool	8.4	\$500.00
Person turns, lifts, removes, raises or tampers with components	8.7	\$500.00
Person cuts, breaks, pierces or caps the Sanitary Sewer Main or Service Connection	8.8	\$500.00
Person interferes with the free discharge of any Sanitary Sewer Main	8.9	\$500.00
Person directly discharges any waste resulting from trade, industrial or manufacturing processes	9.1	\$500.00
Person uses enzymes, bacteria, solvent, hot water or other agent to facilitate the passage of oil and grease	10/11	\$500.00
Person constructs or installs connection without account	12.1	\$500.00
Second or subsequent offence within 1 year	13.2	Double
Consumer fails to:		
• pay all charges and rates	12.9	2.5% on outstanding balance

Handwritten signature

SCHEDULE "B"
CHARGES, LEVIES AND FEES

Residential

Monthly Fixed Charge up and including 17m ³ of water usage	12.3	\$4.70
Volume charge Water usage over 17m ³ to a maximum of 36.75m ³ per month	12.3	\$0.39/cubic meter
Residential sewage charge monthly maximum		\$12.40

Non-Residential

Monthly Fixed charge up to and including 17m ³ of water usage	12.3	\$4.70
Volume charge Water usage over 17m ³	12.3	\$0.39/cubic meter

