

# TOWN OF RAINBOW LAKE

## BYLAW NO. 06-004

### A BYLAW OF THE TOWN OF RAINBOW LAKE RESPECTING THE TOWN'S UTILITY SYSTEMS.

**WHEREAS,** The Town of Rainbow Lake does own natural a gas works and distribution system, a water treatment and distribution system, a sanitary sewer system and storm drainage system; and

**WHEREAS,** under the authority and pursuant to the provisions of the Municipal Government Act, being Chapter M-26.1 of the Revised Statutes of Alberta and amendments thereto, the Council may pass a bylaw governing the management of the Town's natural gas system, water system, sewer system and storm drainage system.

**NOW THEREFORE, the Council of the Town of Rainbow Lake in the Province of Alberta, DULY ASSEMBLED, HEREBY ENACTS AS FOLLOWS:**

#### SHORT TITLE

1. This bylaw may be cited as the "Utility Bylaw".

#### DEFINITIONS

2. In this bylaw, unless the context otherwise requires,
  - a. "Act" means the Municipal Government Act, Revised Statutes of Alberta, 1994 and amendments thereto, unless otherwise specified;
  - b. "Authorized Employee" is a person appointed by the Town's Chief Administrative Officer to act on behalf of the Town with regards to the Town's Utilities;
  - c. "Burn Pit" is the site located within the Town at which the Town permits the disposal of wood products for incineration by Town staff;
  - d. "Bylaw Enforcement Officer" is a person appointed pursuant to the Town's Bylaw Enforcement Officer bylaw or a Peace Officer;
  - e. "CAO" means the Chief Administrative Officer of the Town, a person duly appointed pursuant to the Act and the Town's Chief Administrative Officer Bylaw;
  - f. "Code" means any provincial standards and guidelines for Municipal Waterworks, Wastewater, Storm Drainage systems, and natural gas distribution systems, and/or all applicable Alberta Safety Standards Codes;
  - g. "Council" means the Council of the Town of Rainbow Lake, elected pursuant to the Local Authorities Election Act, Revised Statutes of Alberta;
  - h. "Consumer" means a corporation, or person, or contractor, or occupant, or owner requiring the service and who is responsible for the cost of same, as the context requires;
  - i. "Dwelling" means any building used as a residence where a person or persons eat and sleep;
  - j. "Gas" means natural gas distributed through the natural gas distribution system owned and operated by the Town or the Gas Utility, as the context requires.

- k. **"Gas Utility"** means the Gas distribution system and works owned and operated by the Town of Rainbow Lake;
- l. **"Minimum Water and Sewer Facilities"** means one water closet toilet and one cold water tap connected to the water and sewer mains;
- m. **"Occupied Building"** means any building which is occupied, intended to be occupied, by a person or persons for any purpose other than the purpose of a dwelling unit;
- n. **"Peace Officer"** means a person employed for the purposes of preserving and maintaining the public peace;
- o. **"Premises"** means the premises at which the Town supplies the Utility services to the Consumer;
- p. **"Proper Care"** means to maintain the meter and related facilities as required by any federal or provincial legislation, regulations or codes, and shall include, without limiting the foregoing, preventing any ice or snow from accumulating around or onto the meter and related facilities and the prevention of any other obstruction or damage to a meter or related facilities,
- q. **"Related Facilities"** means regulators, lines, etc. that make up the Gas Utility service on the Consumers property;
- r. **"Riser"** means the main service riser to which a gas meter is or would be attached, regardless of whether a meter is currently attached or whether the service is currently being used but does not include risers attached to a secondary line belonging to the property owner and which is installed after the Town's gas meter.
- s. **"RMO Station"** means the Town's regulating, metering and odorizing station at the entry point to the Town's Gas distribution system;
- t. **"Sewer"** means the Town's sanitary sewer system, including all mains, treatment and storage facilities;
- u. **"Storm Drainage"** means the Town's storm drainage system, located above ground or underground, including ditches, catch basins, underground works, and outflows;
- v. **"Tolerance Allowable"** means the tolerance allowable on Gas meters as set by Measurement Canada;
- w. **"Town"** means the municipality of the Town of Rainbow Lake, an incorporated body in the Province of Alberta;
- x. **"Transfer Station"** means the Town's waste collection point for the transfer of waste, other than household or industrial waste collected directly from the Consumer's property, to the Mackenzie Regional Landfill;
- y. **"Uncollectable"** means any outstanding charges for utilities still owed to the Town 15 days after the bill due date or any time thereafter.
- z. **"Utility"** or **"Utilities"** means all public utilities owned and operated by the Town including, but not limited to, Gas, Water, Sewer and garbage;
- aa. **"Utility bill"** means an invoice provided to the Consumer by the Town for the various rates, fees or charges for the provision of the utilities to the Consumer;

- ab. "Water" means the Town's Waterworks system, including all mains, storage and treatment facilities;

Any terms not defined within this bylaw shall be as defined by the Municipal Government Act.

### **USE AND CONTROL OF THE TOWN'S UTILITY SYSTEMS**

3. The use and control of all Gas, Water, Sewer and drainage systems belonging to the Town, now laid down, constructed or built subsequent to the passing of this bylaw, shall be in accordance with this bylaw and shall be under the management and control of the Chief Administrative Officer of the Town.

### **UNAUTHORIZED ACCESS/DISPOSAL**

4. a. Unauthorized persons are prohibited from entering the RMO Station, the water reservoir site and buildings forming part of the water treatment plant, heating or plumbing facilities and any person found trespassing shall be liable to the penalties, fines and enforcement provisions of this Bylaw.
- b. Persons entering the lands containing the Burn Pit, the Sewage Lagoon and the Transfer Station without authorization or disposing of materials on or in these facilities except as provided for in this bylaw, shall be in contravention of this bylaw and liable to any and all penalties, fines and enforcement provisions of this bylaw, and shall also be responsible for any costs incurred by the Town as a result of the contravention.

### **REQUIREMENT TO CONNECT**

5. Each and every dwelling or, in the absence of a dwelling, a minimum of one other occupied building situated on land abutting on the water and/or sewer mains of the Town, shall be connected by connections approved by the Town to the said water and/or sewer mains and shall be serviced with at least the Minimum Water and Sewer Facilities. The Consumer or developer shall bear all costs involved in the construction/installation of the water/sewer connections.
- a. If an owner fails to make any connection of his property with any system within 60 days after receiving notice from the Town to do so, the Town may cause the required connection to be made and charge the costs thereof against the property, effective as though the connection had been made at the request of the owner.
- i. These costs involved are a debt due to the Town and may be recovered as such.
- ii. The statement and demand for payment may be served by ordinary mail addressed to the occupant, at his last known address, and a copy to the owner of the land at his address on the assessment roll.
- iii. If the person or persons on whom the statement is served fails to pay the amount set out in the statement within 30 days, the Town may cause the amount of the statement to be placed on the tax roll as an additional tax against the land concerned and the amount may be collected in the same manner as any property taxes that are due and payable.
- b. The Council may extend the date or dates for the completion of the connections of any property to the water and/or sewer mains upon an application for an extension of time being submitted by the owner of the property.

6. The Consumer shall be responsible for all costs of maintaining the water and sewer service lines from the main line to the building and all related connections. The Town will undertake only maintenance on the service line from the main line to the property line when, in the Town's opinion, the maintenance is required directly as a result of the actions of the Town.

#### **TAPPING UTILITY MAINS OR LINES**

7. a. No persons except Authorized Employees of the Town, or persons duly authorized by the Town, shall make any connection or communication whatsoever with any of the public pipes, lines or mains in the public thoroughfares of the Town or otherwise belonging to the Town.
- b. All Utility pipes or lines laid in private property, between the property line and the meter or the interior of the building, shall be of a material to meet the Code. No connection may be made to any pipe or line between the property line and the meter.
- c. When required by code, all new Sewer connections shall have a back flow prevention device installed, and such device must meet the Code and may be inspected by an Authorized Employee of the Town.
- d. Each serviced lot shall have a separate and independent utility service, and no secondary services will be connected to the Town's mains, unless, in the opinion of the Town, a special situation demands that additional primary services be installed. It is the responsibility and cost of the Consumer to install and maintain all secondary lines, including meters. The Town will not provide separate utility accounts, meters or risers for any secondary lines. Where the Town determines that a special situation demands additional primary services for a property, the fees payable for the additional services will be the same as the fees for the first primary service on the lot.
- e. All servicing, tapping and backfilling shall be done to meet the Code and at the cost of the Consumer.
- f. No Consumer, person, or other entity shall dig, or permit anyone else to dig, within any property where any Town owned lines, pipes or mains may be located without requesting and obtaining line locates from an Authorized Employee of the Town.
- g. No Consumer, person, or other entity shall dig, or permit anyone else to dig, within 1.5 metres of any Town owned lines, pipes or mains, and shall maintain greater distances from Town owned lines, pipes or mains were required by codes or regulations.

#### **INSPECTIONS**

8. The Town is responsible for the inspection of all Utility connections, including the type of materials used.
- a. All connections shall be inspected and approved by an Authorized Employee of the Town prior to backfill. However, any damage during backfilling shall be the responsibility of the landowner.
- b. If any connections to the Town's utilities are covered or concealed before it is inspected, or tested, it shall be uncovered if the Authorized Employee so directs.

- c. A minimum of two (2) working days notice is required for all inspections. If the inspection is an urgent situation requiring a response in less than the required two (2) working days, and the Town agrees to respond in less than two (2) working days, the cost of responding to such a request can be billed at a rate set by Council from time to time by resolution or bylaw in addition to normal fees to the persons, corporations, or other such entities to whom the Utility charges are being billed, have been billed or will be billed.

### USE AND PROTECTION OF WATER SYSTEM

- 9. Where meters are installed for the measuring of water, all Consumers shall give access to an Authorized Employee of the Town to every facility for the purpose of placing, inspecting, and reading of such meter, and shall be responsible to keep the meter free from damage. The Consumer shall be liable for any damage which may occur to the meter.
  - a. Each and every water service attached to the Water system, shall be metered, unless otherwise approved by the Town, and the water consumed, as indicated by the meter or by the flat rate fee schedule, shall be paid for in accordance with the rates set out in Schedule "A", which is attached to and forms part of this bylaw.
    - i. Any new accounts requiring an actual connection or reconnection of water services that had been physically shut off, whether or not the building has been moved or replaced, shall have a water meter installed if they are attached to a primary service, without exception.
  - b. All piping of new water installations shall be done in such a manner as to accommodate the installation of a water meter. The appropriate dimensions for each meter and the required meter connections may be obtained from an Authorized Employee of the Town and it shall be the responsibility of those installing the plumbing to avail themselves of this information.
    - i. Where any alterations are required to accommodate a water meter, including, without limitation, alterations to the piping system or structure, the cost of said alterations will be the responsibility of the property owner.
  - c. All meter and remote reader locations shall be subject to the approval of the Town and must be installed in an approved location and must be readily accessible to Authorized Employees for the purpose of reading, inspecting, changing or repair.
  - d. There shall be no branch line or water consuming appliances affixed to the service line on the street side of the meter with the exception of fire protection service lines.
    - i. In the case of fire services line, these shall be used solely for supplying fire protection only and may be taken off the main supply line between the meter and the "Stop and Drain" valve.
    - ii. It shall be the responsibility of the Consumer and/or his agents during the installation to ensure that this line is attached to fire protection services only. This responsibility after installation shall be transferred to the owner of the building.
  - e. All meter locations installed after the passing of this bylaw shall be so constructed as to facilitate the installation of the meter in a horizontal position, unless otherwise approved by an Authorized Employee.

- f. The Town will supply all water meters for primary services in the Town and they must be installed by and at the expense of the Consumer requiring the service. All water meter installations on primary service lines shall be subject to an inspection by an Authorized Employee.
- i. All meters are, and will, remain the property of the Town and as such shall be moved, changed, repaired, etc. by Authorized Employees only and at the discretion of the Town.
  - ii. The foregoing shall apply in all cases, with the exception that should a special arrangement be made between the Town and an individual Consumer, contractor, plumber, etc., wherein the other person or persons involved are to bear the cost of this meter, then the Town shall supply the meter and be reimbursed for same as per the terms of the individual and specific agreement.
- g. Should an installation prove to be inadequate upon inspection, the Consumer shall alter the installation to the satisfaction of the Town and at the expense of the Consumer requiring the water meter installation.
- h. All shut-off valves and meters must be left accessible for inspections, repair, removal, maintenance, reading, and testing, at all reasonable times.
- i. Any damage caused to meters through abuse, tampering, freezing, hot water, heat or any other damage caused by the actions of the Consumer shall be considered the responsibility of the Consumer. This damage must be repaired and/or the meter replaced and all costs and expenses involved therein shall be borne by the Consumer.
- i. The Consumer must report to an Authorized Employee of the Town any damage caused to their meter within one regular working day upon discovering the damage.
  - ii. An Authorized Employee may undertake such repairs/replacements and charge all costs to the account of the Consumer.
  - iii. The Consumer shall be responsible for the installation of the repaired/replacement meter and must install the said meter within the time specified by the Authorized Employee.
- j. Damage to the remote water meter reader will be repaired or replaced with all costs and service charges being assigned to the Consumer.
- k. Repairs necessitated to meters through normal operation and wear and tear will be repaired by the Town and will be considered as an operating expense and as such, charged to the water department.
- l. No meter by-pass lines shall be installed without having obtained prior written approval from the Town.
- m. All meters and meter installations shall be sealed by the Town. Where a by-pass line and valve are installed around the meter, this valve shall also be sealed in a closed position. These sealing devices will be installed by Authorized Employees only and are not to be broken, except in the case of emergency when the seal on a by-pass valve may be broken. The breaking of any seals whether by accident or emergency shall be reported immediately to the Town office.
- n. No person shall:
- i) interfere with the seal or tamper with any meter; or

- ii) tamper with any remote water meter reader or connection thereto; or
  - iii) willfully, and without authority, hinder, interrupt, or cut off the supply of water.
- o. Should a Consumer claim that a meter is not working properly and is over reading, the Consumer may pay a fee to the Town as set out in the attached Schedule "A", and upon payment of the fee the meter will then be removed from service and given a proper bench test. Should the said meter be found to over read by more than 3%, the Consumer shall be refunded their fee. Any meter which is found to be accurate within 3% shall be considered adequate and the person shall forfeit the said fee to the Town to cover costs of removal and test of the said meter and the meter shall be returned to the service. All conveniences during regular business hours shall be afforded the Consumer to witness the meter test.
  - p. The size of all meters installed shall be determined by the Town and will not necessarily conform to the size of service pipe installed in the building but will, however, be based on the estimated rate of consumption.
  - q. Should a meter cease to operate between meter reading periods, billing of the account will be done on an estimated consumption for the period. This estimate will be based on previously obtained consumption figures.
  - r. Upon closure of an account where the Consumer is the owner of a building, and is removing such building from the lot on which it is situated, the Consumer must return the water meter to the Town office.

#### **DISPOSAL OF WATER**

- 10. No person being an owner, occupier, tenant or inmate of any house, building or other Premises which are supplied with water from the water system shall vend, sell, or dispose of water therefrom, or give away, or permit the same to be taken or carried away, or use, or supply it to the use or benefit of others, or to any use other than his own use and benefit, or shall increase the supply of water beyond that fixed by the rating of the Premises, or shall wrongfully, negligently, or improperly waste any water, unless prior written approval has been received from the Town.

#### **WELLS AND OTHER SOURCES OF SUPPLY OF WATER**

- 11. No well or other source of supply of water except the Town Water system shall be used in the Town without prior written permission having been obtained from the Town.

Any such permission may be withdrawn by order of the Town at any time, without notice, and no person shall use a well or other source of supply of water after a permit for use of same has been withdrawn.

#### **INTERFERENCE WITH HYDRANTS AND VALVES**

- 12. Except as hereinafter provided, no person other than Authorized Employees of the Town shall open or close or operate or interfere with any valve, hydrant, or draw water therefrom.

- a. The Chief of the Town Fire Department, his assistants and officers, and members of that Department, are authorized to use the hydrants for the purpose of extinguishing fires, or for making trial of hose pipe, or for fire protection, but all such uses shall be under the direction and supervision of the said Fire Chief or his duly authorized assistants, and in no event shall any inexperienced or incompetent person be permitted to manipulate or control in any way any hydrant.
13. No person shall in any manner obstruct the free access to any hydrant or valve or stop cock. No vehicle, building, rubbish, or any other matter which would cause such obstruction shall be placed nearer to a hydrant than the property line of the street in which the hydrant is located, nor within a 1.2 meter radius of the hydrant.

#### **RATIONING OF WATER**

14. The Chief Administrative Officer of the Town may order water rationing as and when needed.

#### **DAMAGED CURB STOPS**

15. The property owner may be held responsible for any damages caused by the Consumer or the property owner to the curb stop which services the property. The Town may designate an employee or contractor to repair damages of said curb stop, and charge the cost of such repairs to the property owner.

#### **USE AND PROTECTION OF SEWER SYSTEM**

16.
  - a. No person shall throw, deposit or leave in or upon any Town Sewer or storm drainage, or any trap, basin, grating, or other appurtenance of any Town Sewer, any butchers' offal, garbage, litter, manure, rubbish, sweepings, sticks, stones, bricks, feathers, tar, earth, gravel, dirt, mud, hay, straw, twigs, leaves, papers, glass, rags, cinders, ashes, any inflammable, hydrocarbon or explosive material, or refuse matter of any kind, except feces, urine, the necessary closet paper, waste water, slops properly discharged through the Town's sanitary Sewer.
  - b. No person shall permit to be discharged into any Sewer, any liquid or liquids which would prejudicially effect the Sewers or the disposal of the sewage, or any matter of substance by which the free flow of the sewage may be interfered with, or any chemical refuse, or other trade waste, or any waste stream, condensing water, or other liquids of a higher temperature than sixty-five (65) degrees Celsius.
  - c. No person shall make or cause to be made any connection with any Town Sewer, or house drain, or appurtenance thereof for the purpose of conveying, or which may convey, into the same any roof drainage, cistern or tank overflow, condensing or cooling water, or discharge the contents of any privy vault, manure pit or cesspool, directly or indirectly, into any Town Sewer or house drain connected therewith without the written permission of the CAO.
  - d. No person shall turn, lift, remove, or tamper with the cover of any manhole ventilator or other appurtenance of any Town Sewer, except duly Authorized Employees of the Town.
  - e. No person shall cut, break, pierce, or tap any Town Sewer or appurtenance thereof, or induce any pipe, tube, trough, or conduit into any Town Sewer, unless so authorized by an Authorized Employee of the Town.



- f. No person shall interfere with the free discharge of any Town Sewer, or part thereof, or do any act or thing which may impede or obstruct the flow, or clog up any Town Sewer or appurtenance thereof.
- g. Authorized Employees of the Town shall have the right at all reasonable times to enter houses or other places which have been connected with the Town Sewers, and facilities must be given him to ascertain whether or not any improper material or liquid is being discharged into the Sewer, and he shall have the power to stop or prevent from discharging into the Sewer system any private sewer or drain through which substances are discharged which are liable to injure the Sewers or obstruct the flow of sewage.

#### **USE AND PROTECTION OF THE STORM DRAINAGE SYSTEM**

- 17. a. No person shall throw, deposit or leave in or upon any Town storm drainage system, or any trap, basin, grating, or other appurtenance of the Town's drainage system, any butchers' offal, garbage, litter, manure, rubbish, sweepings, sticks, stones, bricks, feathers, tar, earth, gravel, dirt, mud, hay, straw, twigs, leaves, papers, glass, rags, cinders, ashes, any inflammable or explosive material, feces, urine, closet paper, waste water, slops, or any other liquid or chemical or refuse matter of any kind.
- b. No person shall turn, lift, remove, or tamper with the cover of any manhole ventilator, catch basin grate, screen or other appurtenance of the Town storm drainage system, except duly Authorized Employees of the Town.
- c. No person shall cut, break, pierce, or tap the Town storm drainage system or appurtenance thereof, or induce any pipe, tube, trough, or conduit into the Town storm drainage systems, unless so authorized by an authorized employee.
- d. No person shall interfere with the free discharge of the Town storm drainage system, or part thereof, or do any act or thing which may impede or obstruct the flow, or clog up the Town storm drainage system or appurtenance thereof.

#### **INDUSTRIAL OR TRADE WASTES**

- 18. No waste or discharge resulting from any trade, commercial, industrial or manufacturing process, shall be directly discharged to any Town Sewer without such previous treatment as shall be prescribed the Town or by the Code for such cases. The necessary treatment work so prescribed shall be completely installed by the applicant, at the applicant's expense, prior to the construction of the sewer connection, and thereafter shall be continuously maintained and operated by the applicant. Grease, oil, sand or mud sumps or interceptors shall be provided by the owner, where in the opinion of the Town they are necessary for the proper handling of liquid wastes containing grease, oil, sand or mud, or other harmful ingredients. Grease traps of sufficient size and approved design shall be placed on the waste pipes from all gasoline service stations, vehicle and equipment washing establishments, hotels, restaurants, laundries, and such other places as the Town may direct.
  - a. All interceptors shall be:
    - i. of a type and capacity approved by an Authorized Employee of the Town;
    - ii. located so as to be readily and easily accessible for cleaning and inspections; and
    - iii. maintained by the Consumer at the Consumer's expense.

19. Catch basins shall be maintained on private property by the Consumer at the Consumer's expense.
20. a. No person shall throw, deposit or leave in or upon any Town's sewage lagoon any butchers' offal, garbage, litter, manure, rubbish, sweepings, sticks, stones, bricks, feathers, tar, earth, gravel, dirt, mud, hay, straw, twigs, leaves, papers, glass, rags, cinders, ashes, any inflammable, hydrocarbon or explosive material, or refuse matter of any kind, except feces, urine, the necessary closet paper, waste water, slops properly discharged through the a sanitary sewer system of the camp providing housing to workers.
- b. No waste or discharge resulting from any trade, commercial, industrial or manufacturing process, shall be discharged, deposited, dumped into or left in or upon the Town's sewage lagoon system. This shall include any liquid or liquids which would prejudicially effect the Sewers or the disposal of the sewage, or any chemical refuse, or other trade waste, or any waste stream, condensing water, or other liquids of a higher temperature than sixty-five (65) degrees Celsius.

#### **USE AND PROTECTION OF THE NATURAL GAS SYSTEM**

21. a. Any Consumer requesting that their property be serviced by Gas, shall do so in the prescribed form and shall provide the Town with the estimated volume of Gas required by the Consumer.
- b. The application for Gas servicing shall be accompanied by the required connection/construction charges, fees and deposits. Applications will not be considered complete and will not be scheduled for installation until all required connection/construction charges, fees and deposits are paid in full.
- c. The Town shall install the Gas service line from the property line to the meter; the service line shall be owned by the Town, and shall be deemed to be part of the Gas Utility.
- d. A Consumer applying for a Gas service line must pay a fee in advance as set out in Schedule "A" attached hereto to be applied to the cost of the Gas line installation by the Town.
- e. The Town shall maintain the Gas service lines free of cost to the Consumer, provided that the Consumer shall protect them and the Consumer shall be liable for all damages due to improper care or negligence.
- f. The Consumer shall ensure that no structures are placed over or above a Gas pipeline on their property, and shall be liable for all damages resulting from a violation of this section.
- g. No connection to, or disconnection from, the Town's Gas Utility shall be made except by Town employees or by others authorized in writing by the Town.
- h. The Consumer shall use due care to prevent any leakage of Gas and in case of leakage shall immediately vacate the premises and shall notify the Town as quickly as possible. In no event should the Consumer attempt to locate the Gas leakage by use of a flame.
- i. In the event that the Consumer requires any changes to a service that changes the meter size required on the service line, the Consumer shall make such application in the prescribed form and such form shall be accompanied by the required fees and deposits.

- j. Applications for gas services or changes to gas services received between May 15 and September 30 of any given year shall have the services/changes installed within 30 days of receipt of the application together with all applicable charges, fees and deposits. Installation of services for those applications received outside of this time frame will not be completed until after the next June 1 following the date of application.
22. a. All Gas supplied by the Town shall be measured by a meter supplied by the Town.
- b. The meter shall be the place of delivery of all Gas. All expense, risk and liability arising out of or in connection with utilization of the Gas or after delivery at the Consumer side of the meter shall be assumed and borne exclusively by the Consumer.
- c. The meter and any other related facility shall remain the property of the Town but shall be placed in the care of the Consumer who shall be responsible for the cost of the meter and any other Related Facilities, and any incidental or administration costs associated with the meter or other Related Facilities, in the event of damage or destruction of the meter or other Related Facilities as a result of improper care, negligence, or any other actions of the Consumer.
- d. Every Consumer shall provide free and convenient access to the Premises for the installation, construction, maintenance, removal, replacement or repair of the meter and any other Related Facilities in order that the Town may determine that the meter and any other Related Facilities are in good working order at all times.
- e. Every Consumer shall provide free and convenient access to his Premises at all reasonable times for the purpose of reading meters, or to connect or disconnect any service in accordance with the provisions of this bylaw. If the Town is unable to obtain access to the Premises for the purpose of reading the meter, the Town may, at its option, estimate the Gas consumption.
- f. The Consumer shall not use or permit the use of Gas supplied in any place other than as specified in the application as approved by the Town without the express consent of the Town.
- g. Should a Consumer claim that a meter is not working properly, the Consumer may pay a fee to the Town as set out in the attached Schedule "A", and upon payment of the fee the meter will then be removed from service and tested. If it is found by such testing that the meter is recording within the allowable tolerance, the Consumer shall forfeit his deposit to the Town to cover the cost to the Town of the removal and replacement of the meter for the purpose of making the test. If, upon testing, the meter is recording in excess of the tolerance allowable, the meter will be replaced at the cost of the Town, and the deposit will be returned to the Consumer, and the Consumer's billing will be adjusted by the appropriate amount for the time during which the meter was registering incorrectly or, if such time cannot be determined with reasonable accuracy, for the period of three months immediately before the application.
23. No person shall:
- a. Willfully or maliciously hinder or interrupt or cause or procure to be hindered or interrupted, the Town or its contractors, employees, agents, or workmen in their exercise of any of the powers or authorities related to the Gas Utility.
- b. Willfully or maliciously set off or discharge Gas so that it is wasted or rendered useless.

- c. Willfully tamper with or alter a meter or any other Related Facilities placed on any service pipe or connected with it inside or outside any house, building or other place so as to lessen or alter the amount of Gas registered by the meter.
  - d. Lay or cause to be laid any pipe or main to connect with any pipe or main of the Gas Utility or to in any way obtain or use Gas without the consent of the Town.
  - e. Willfully or without authority disconnect, interrupt or cut off the supply of the Gas.
24. Any other person or corporation or entity is hereby prohibited from operating a Gas system for the distribution of Gas in any part of the Town.

#### CONNECTION OR DISCONNECTION OF SERVICES

25. a. After any construction, reconstruction, alteration or change, or the completion of any work requiring a permit, Utilities shall not be turned on to any building or Premises until after the work has been done to the satisfaction of the Town and until all development permit conditions have been complied with and the proper number assigned to the property or structure by the Town has been affixed to the appropriate structure in a conspicuous place, plainly visible from the access road, no higher than the first story of a dwelling or in an equivalent height in the case of other structures. Utilities shall be turned on or off only by an Authorized Employee or contractor of the Town.
- b. All applications for Utility connections or disconnections shall be made in a form prescribed by the Town and shall be accompanied by all required fees as set by Council from time to time. A minimum of two (2) working days notice is required for all connections and disconnections. If the connection/disconnection is an urgent situation requiring a response in less then the required two (2) working days, and the Town agrees to respond in less then two (2) working days, the cost of responding to such a request can be billed in addition to normal fees to the Consumer to whom the Utility charges are being billed, have been billed or will be billed.
- c. No agent, representative or employee of the Town has the authority to make any promise, agreement or representation not incorporated in this Bylaw or in the approved service application. Any such promise, agreement or representation shall not bind the Town.
- d. In the event of a new service connection, or a Utility service that has been disconnected at the request of a Consumer and a Consumer subsequently desires the service or services to be reconnected, or where the account is being transferred from one Consumer to another Consumer without the physical disconnection and reconnection of services, the Consumer shall pay, in advance of the connection or reconnection or transfer of account, a fee as set out in the attached Schedule "A".
- i. The Town shall charge the Consumer the actual cost for moving a service or meter from one location to another, if such a move is at the request of the Consumer, or is required as a result of Code requirements or as a result of any work undertaken by the Consumer.
  - ii. The Town shall also charge the Consumer the actual cost for resetting meters or regulators if such work is at the request of the Consumer.
  - iii. The fee set out in the attached Schedule "A" shall include the cost of a special meter reading for the purpose of correctly assigning charges to the two accounts in the case of an account transfer.

- e. Utility services shall be provided to property owners only, unless
    - i. the property owner requests to have the charges or rates for services on their property charged to a Consumer other than themselves; and
    - ii. the property owner is willing to authorize, in the prescribed form, to accept responsibility for any uncollectable charges or rates levied against such Consumer; and
    - iii. the consumer not being the property owner pays to the Town a guarantee deposit as specified in the attached Schedule "A" and provides authorization to provide the owner with a copy of their utility bills; or
    - iv. in the case of a residential dwelling only, the consumer not being the owner pays to the Town a guarantee deposit as specified in the attached Schedule "A".
  - f. All Utility bills remaining unpaid 15 days after the due date shall result in the notice to the Consumer allowing 7 days for payment of the said invoice to avoid disconnection of the said Utilities. Failing receipt of payment after those 7 days, a notice shall be hung on the door giving an additional 7 days notice.
  - g. All Utility bills remaining unpaid 30 days after the due date shall be subject to immediate disconnection of the said utilities without further notice to the Consumer.
  - h. Utility services or accounts are not assignable by the Consumer. A Consumer cannot relieve himself of responsibility for the utilities and any and all Utility charges, except as provided for in this bylaw.
  - i. If the Consumer intends to move from the Premises and to discontinue the use of the utilities or in any way attempt to terminate his liability for the utilities, the Consumer shall give the Town notice of such intention. If the Consumer moves from the Premises without giving notice, the Consumer shall be liable to the Town for all minimum or flat rate charges and for any services registered through any meter and for any loss or damage that may be sustained by the Town until such notice is given, or until the Town discontinues the supply of utilities under any provisions of this bylaw, whichever comes first.
  - j. The Town shall not be held responsible for any damages caused within a residence or other building as a result of turning a Utility on or off at the curb stop or meter, or for failure to turn off a Utility at the curb stop or meter as a result of insufficient notice to the Town or as a result of damaged curb stop or meter.
26. The Town reserves the right to cut off the supply of Gas to any Premises for any of the following reasons without notice except as stated in this section:
- a. The failure, temporary or permanent, of the available supply of Gas.
  - b. The use of the Consumer of defective pipe, appliances or gas fittings, or the demand by the Consumer for the supplying of Gas in such manner which, in the Town's opinion, may be dangerous.
  - c. The use of Gas contrary to this bylaw or any special contract made with the Consumer.
  - d. The misrepresentation in relation to the use of Gas or the amount consumed.
  - e. The termination of the service for any reason whatsoever.

- f. The discontinuance of the use of the Gas on the Premises.
- g. The inability of the Town to gain admittance to the Premises for a period exceeding one month. The Town shall give the Consumer 48 hours notice of its intentions to discontinue the supply of Gas.
- h. Following reasonable notice for repairs necessary at any point on the systems.
- i. Emergency repairs where notice cannot be given.
- j. The failure of the Consumer to make proper application for Gas service.
- k. Any failure on the part of a Consumer to comply with this Bylaw, or the terms of any contract, or any breach of any applicable Code shall give the Town the right to cancel any such contract and to disconnect the Consumer's Premises from its lines and to remove its property. The Consumer shall be given not less than 48 hours written notice of the Town's intention to take such action.

#### UTILITY CHARGES

27. All Utility rates and charges shall be levied and collected monthly from all Consumers connected to and/or utilizing the Town's Utilities.
- a. The Town will permit equalized monthly payments based on:
    - i. The estimated annual consumption for the property based on previous consumptions used at that property multiplied by the estimated price per unit, plus the base fees for the flat fee services multiplied by 12, the total amount of which will then be divided by 12; and
    - ii. On the condition that the application for equalized payments is received in time to commence the equalized payments between April 1 through June 30 of any given year; and
    - iii. Provided that the Town has a minimum of two years consumption history on the property and no changes have been made to the property in the last two years which could significantly affect the utility consumption rates.
  - b. Where the Town has entered into an equalized payment agreement,
    - i. The Consumer agrees to pay the equalized payments by the monthly utility bill due date and the Consumer agrees that the amount of the equalized payment may be adjusted at any time during the year if, in the Town's opinion, the equalized payments may not be sufficient to cover the annual charge, either due to changes in the consumption on the premises or changes to the utility rates; and
    - ii. The Consumer agrees to pay any outstanding balance owing upon the anniversary date of the agreement to bring the account up to date based on actual consumptions for the year and the actual rates levied.
28. That Water and Sewer charges or rates shall be levied as set out in the attached Schedule "A".
- a. The Town reserves the right to determine into which classification any service belongs, whether a service should be metered, and the Town's decision shall be final and binding on all persons concerned.

29. The Gas rates will consist of a riser fee as set out in the attached Schedule "A" for each Riser located on a property, regardless of whether it is actively used to provide Gas to a Consumer; and a rate for Gas used by the Consumer which will be dependent on the current price for the purchase of Gas by the Town and, as such, the rate will be set by resolution of Council, or by the CAO in accordance with the directions set out in a resolution of Council, from time to time.
30. Charges and fees shall be levied on all Consumers from whom garbage and refuse is collected by a Refuse Collector pursuant to the Town's Garbage and Refuse Collection Bylaw at the rate set out in the attached Schedule "A".
31. Utility accounts shall be payable at the Town office by the due date specified on the said Utility bill.
32. The CAO or the CAO's designate may shut off or discontinue Utility services for non-payment of account in accordance with the disconnection provisions of this bylaw or for failure to make application for a Utility connection.
  - a. Prior to reinstating any Utility service to any Consumer whose Utility service(s) has been disconnected for reason of non-payment of a Utility bill, or for failure to comply with any provisions of this bylaw, the Consumer shall pay, in advance of the reconnection:
    - i. a reconnection fee as set out in the attached Schedule "A" for each service to be reconnected; and
    - ii. the unpaid balance of the outstanding Utility bills.
  - b. All monies required to be paid pursuant to this Section shall be paid directly to the Town at the Town office in cash or by direct debit (or by credit card if the customer's credit card can be accepted by the Town office), or by way of money order, or certified cheque made payable to the Town.
33. Notwithstanding the penalty and disconnection provisions of this bylaw, the payment of all Utility charges and fees, including all penalties, may be enforced:
  - a. by court action;
  - b. by distress and sale of goods and chattels;
  - c. by referring the account to a collection agency; or
  - d. by collection in the same manner as taxes levied by the Town.
34. Failure of the Consumer being charged for Utilities to receive a statement of account shall in no way affect the liability of such Consumer, person, or corporation to pay such levies or charges.

**PENALTY APPLICATION:**

35. All charges and fees levied by the Town for Town Utilities are due and payable when levied, with payment to be made at the Town office, or at such other place as may be designated by the Town from time to time, and failure to receive an account shall in no way affect the liability of the Consumer to pay the account.
36. In the event that such Utility bill remains unpaid after the penalty date specified on the utility bill there shall be added thereto by way of a penalty, an amount which shall be 3.5% of the then unpaid current Utility bill. The said penalty shall be added to and form part of the unpaid Utility bill.

37. In the event that such Utility bill remains unpaid beyond the initial period noted in section 36, there shall be added to the Utility bill by way of penalty an additional amount of 3.5% after every additional month in which the Utility bill remains unpaid. All such penalties shall be added to and form part of the unpaid Utility bill.

#### **DEPOSITS**

38. a. Where an account has been assigned to a Consumer other than a property owner and a meter is installed or has been installed for the purpose of metering the water consumption for billing purposes, a meter deposit as set out in the attached Schedule "A" shall be required to be paid by the Consumer as a guarantee against loss or damage to the meter.
- b. Any Consumer requiring Utility services, other than the registered property owner, for the designated premise shall be required to deposit with the Town a guarantee deposit for the non-payment of Utility charges in the amount set out in the attached Schedule "A".
- c. The Town shall pay to the Consumer interest on the guarantee deposit at a rate set out in the attached Schedule "A".
- d. The guarantee deposits and interest will be applied to the final bill of the Consumer and any credit balance left on the final bill through the application of said deposit and interest will be refunded to the Consumer.
- i. In the event of non-payment of Utility charges, the guarantee deposits will be applied to the account only after it has been disconnected in accordance with the provisions of this bylaw, and will be used to cover outstanding charges.
- e. If any Consumer wishes to have the guarantee deposit and interest refunded in full, then written application requesting same must be submitted at the time the said account is finalized, and the said deposit and interest will be refunded within 30 days of receipt of full payment of final bill, including all arrears, penalties, and final charges. Failure on the part of the Consumer to pay the full amount outstanding will result in the deposits being applied to the account regardless of the Consumer's request for a refund.
- f. If in any case money deposited with the Town as a guarantee deposit remains unclaimed for a period of five (5) years after the account of the person so depositing it has been discontinued, the amount of the deposit shall be transferred to the general revenue account of the Town.
- g. The Town remains liable to repay the amount of the guarantee deposit to the Consumer lawfully entitled thereto for a period of ten (10) years next following the discontinuance of the account but after the ten (10) year period the deposit becomes the absolute property of the Town free from any claim in respect thereof.

#### **FAILURE OF SUPPLY**

39. The Town shall not be liable for any loss or damage caused or suffered by the Consumer due to interruption or failure of supply or defect in service arising from causes beyond the reasonable control of the Town, nor due to Acts of God, the Queen's enemies, strikes, riots, shortage or failure of supply of materials. In the event of failure, the Town will restore service and supply with reasonable diligence.



### **OUTSIDE USERS**

40. a. Council may, in accordance with the provisions of this bylaw, provide for the supply of water to Consumers located outside the municipal boundaries of the Town through the sale of bulk water for trucking from the water pumphouse or through water line, and further, may by resolution:
- i. set water rates which differ from the regular rates in effect from time to time;
  - ii. require such Consumers to meet conditions not applicable to other consumers; and
  - iii. in addition, require such Consumers to comply with any or all the clauses of this bylaw;
- b. Such water supply shall in no way be guaranteed by the Town and may be discontinued at the option of the Town by order of the CAO.

### **ENFORCEMENT**

41. Where a Bylaw Enforcement Officer believes that a person has contravened any provisions of this By-law, he may serve upon such a person a voluntary violation ticket allowing payment of a penalty:
- a. in the amount of \$250.00 for a first offence,
  - b. in the amount of \$500.00 for a second offence,
  - c. in the amount of \$1000.00 for a third or subsequent offence,
- and such payment shall be accepted by the Town in lieu of prosecution for the offence.
42. Where a contravention of this Bylaw is of a continuing nature, further violation tags for the same offence may be issued, provided however, that no more than one violation tag shall be issued for each day that the contravention continues.
43. Where a contravention of this bylaw is of a continuing nature, the Town may shut off the supply of Utility services to the Consumer until such time as the contravention ceases.
44. A person who contravenes a provision of this By-law is guilty of an offence and is liable on summary conviction to the payment of a fine of not less than \$1000.00 and not more than \$10,000, and in default of payment to imprisonment for a term not exceeding six (6) months.
45. Nothing shall:
- a. prevent a person from exercising his right to defend any charge of contravening any provisions of this By-law, or
  - b. Prevent a Bylaw Enforcement Officer from laying an information or complaint in lieu of serving a voluntary payment ticket.
46. In addition to any enforcement, fines and penalty provisions of this bylaw, any costs incurred by the Town as a result of any contravention of this bylaw shall be the responsibility of the Consumer, person or other entity responsible for the contravention and shall be a debt due to the Town and may be recovered as such.

47. Any lack of action or enforcement of any of the provisions and penalties shall not constitute any waiver of those rights, actions and provisions.

**REPEALING OF FORMER BYLAWS**

48. Bylaws No. 01-02 and any amendments thereto, are hereby repealed.

**DATE OF COMMENCEMENT**

49. The Provisions of this bylaw shall come into force and effect on SEPT 1/06.

**READ A FIRST TIME** this 24 day of July.

**READ A SECOND TIME** this 24 day of July.

**READ A THIRD TIME AND FINALLY PASSED** this 24 day of July.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer

**SCHEDULE "A"**

- A. Water Service Charges to be levied on a monthly basis to all persons connected by a meter to the Town's Water System:

0 to 40 m<sup>3</sup> \$40.00 Flat rate

Consumption exceeding 40 m<sup>3</sup> shall be charged at \$1.95 per cubic meter or portion thereof.

- B. Water Service Charges to be levied on a monthly basis to all persons connected to the Town's Water System whose water consumption is not being metered:

Single family dwellings	50.00	
Multi-family dwellings	50.00	Per suite/unit
Board Houses	50.00	Base fee
plus	6.75	Per room available for rent
Industrial Camps	50.00	Base fee
Plus	5.25	Per bed
Recreational Vehicle Park	50.00	Base fee
Plus	6.50	Per stall

- C. Treated bulk water for trucking from the water pumphouse in accordance with Section 40:

\$7.25 m<sup>3</sup>

- D. Sewer Service Charges to be levied on a monthly basis to all persons connected to the Town's Water System shall be 20% of the metered or flat rate water charges.

- E. Sewage Dumping at the Town of Rainbow Lake Sewage Lagoon \$ 100.00 per load ( max 10 cubic meters) for sewage from the originating in the Province of Alberta and \$ 200.00 per load (max 10 cubic meters) for sewage originating outside of the Province of Alberta.

- F. Garbage and refuse collection pursuant to Section 30 - \$20.00 per household.

- G. Fee per Gas riser pursuant to Section 29 - \$15.00.

- H. Fee for verification and testing of meters:

- i. Water meter bench test in accordance with Section 9.o - \$75.00.
- ii. Gas meter in accordance with Section 22.g - \$150.00.

- I. Fee for connection, reconnection, or disconnection of services:

- i. in accordance with Section 32.a.i. - \$100.00 per service to be reconnected.
- ii. in accordance with Section 25.d. - \$50.00 per service to be connected or reconnected.
- iii. \$75.00 for the placement of a gas meter on connection of an account at a location that does not have a gas meter already in place.
- iv. \$25.00 for the removal of a gas meter upon disconnection of an account that requires the physical removal of the gas meter.

- J. i. Service connection and construction charges for Consumer service lines from property line to meter pursuant to Section 21:

<b>Estimated Gas Volume:</b>	<b>Meter Type Required:</b>	<b>Fee:</b>
Up to 7.1 m <sup>3</sup> /hr	AL-225, AC-250	\$900.00
Over 7.1 m <sup>3</sup> /hr up to 12 m <sup>3</sup> /hr	AL-425	\$1100.00
Over 12 m <sup>3</sup> /hr up to 17.8 m <sup>3</sup> /hr	AL-625	\$1500.00
Over 17.8 m <sup>3</sup> /hr up to 22 m <sup>3</sup> /hr	AL-800	\$1800.00
Over 2 m <sup>3</sup> /hr up to 28.3 m <sup>3</sup> /hr	A-1000	\$2000.00
Over 28.3 m <sup>3</sup> /hr up to 32.7 m <sup>3</sup> /hr	AL-425 PFM	\$2300.00
Over 32.7 m <sup>3</sup> /hr up to 48.4 m <sup>3</sup> /hr	AC-630 PFM	\$2600.00
Over 48.4 m <sup>3</sup> /hr up to 73.6 m <sup>3</sup> /hr	AL-800 PFM	\$3000.00
Over 73.6 m <sup>3</sup> /hr up to 96.3 m <sup>3</sup> /hr	AL-1000 PFM	\$3200.00

- ii. The fee for a meter size upgrade in accordance with Section 21.i shall be calculated as follows:

Cost of the upgraded meter and regulator less the cost of the existing meter and regulator plus \$300.00.

- K. Items to be billed at cost shall be charged as follows:

- i. Materials shall be billed at the cost of the materials purchased by the Town plus 30% mark up to cover the Town's administration costs.
- ii. Services shall be billed at the rate currently charged by the Town, as set by resolution of Town Council, for the applicable labour or equipment services times the number of hours the service is used in ½ hour increments with a minimum of 1 hour charge during the regular work day and a minimum 3 hour charge for evenings or weekends for any service provided. Part hours shall be rounded up to the next ½ hour. All equipment will be operated by Town personnel only.

- L. Meter deposits in accordance with Section 38.a.:

For a 5/16" meter, a deposit of	\$150.00
For a 1/2" meter, a deposit of	\$175.00
For a 5/8" meter, a deposit of	\$175.00
For a 3/4" meter, a deposit of	\$250.00
For a 1" meter, a deposit of	\$270.00
For a 1½" meter, a deposit of	\$450.00
For a 2" meter, a deposit of	\$550.00

- i. In the event that a meter is lost or damaged, the cost of repairing or replacing the meter shall be deductible from the deposit.

- M. Guarantee deposit:

- i. in accordance with Section 38.b
- a. Where the owner has accepted responsibility for any uncollectable charges or rates levied against the Consumer pursuant to Section 25.e.i-iii - \$200.00.
- b. Pursuant to Section 25.e.iv - \$400.00
- ii. for the purchase of bulk water from the water pumphouse using the Town's pin system, in accordance with Section 40 - \$500.00.

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- iii. a. If the Town is able to obtain a credit check that is satisfactory to the Town from one or more utility companies (including the Town) with whom the applicant has had a utility account for the 12 months preceding the date of account application, or
- b. Once the Consumer has had an active utility account with the Town for a period of 12 months and the Town has not encountered payment or collection difficulties (as determined by the Town) with the Consumer within that period,

than the amount of the guarantee deposit shall be half that amount listed in sub-sections i.b. above.

- iv. If the Consumer has an active or inactive Utility account in arrears, or if the Town has encountered payment or collection difficulties with the Consumer in the past, whether for utilities or any other debts payable to the Town, the amount of the guarantee deposit shall be doubled from those amounts listed in sub-sections i. above, and all outstanding utility accounts or other debts owing to the Town must be paid in full before any new accounts shall be issued.

N. Interest on guarantee deposits in accordance with Section 38.c. is 1% per annum.