

# BYLAW 08-2023

## Municipal Public Utilities Bylaw

A BY-LAW OF THE TOWN OF BARRHEAD, A MUNICIPAL CORPORATION IN THE PROVINCE OF ALBERTA, TO PROVIDE FOR THE ESTABLISHMENT OF UTILITY SERVICES.

WHEREAS, pursuant to the provisions of the Municipal Government Act, being Chapter M-26, of the Revised Statutes of Alberta, 2000, and amendments thereto, the Council may pass Bylaws respecting to services provided by, or on behalf of the municipality; and,

WHEREAS, Council has deemed it necessary and desirable to levy fees for the supply and maintenance of a utility services system which includes water, sanitary sewage, and solid waste collection and disposal.

NOW THEREFORE, duly assembled in a Regular Meeting, the Council of the Town of Barrhead, in the Province of Alberta hereby enacts as follows:

### **I. DEFINITIONS**

- (a) “Automated Waste Collection” shall mean the collection of solid waste by a system of mechanical lifting and tipping of Carts or Bins into a specially designed vehicle.
- (b) “Backflow Preventer” shall mean a device that uses one-way valves that is designed to only allow water to travel in one direction.
- (c) “Bin” shall mean a Town supplied large volume, bulk, solid waste container requiring mechanized collection for apartment, commercial, industrial and institutional use.
- (d) “Bulk Waste Bin” shall mean a bulk solid waste container that was purchased from the Town prior to the year 2018 and used for the waste collection service as provided by the Town.
- (e) “Bulk Water Filling Station” means the Town of Barrhead’s truck fill station located at the Town Public Works lands or as moved from time to time and all parts and use thereof.
- (f) “CAO” shall mean the Chief Administrative Officer of the Town of Barrhead.
- (g) “Cart” shall mean a Town supplied wheeled receptacle that is intended for the automated collection of solid waste for residential dwellings and light commercial use.
- (h) "Consumer" shall mean that person utilizing the utility service whether it be Owner or Tenant.
- (i) “Curb Cock” shall mean a valve that is located on the municipality owned portion of the Water Utility, located between the main line and the property line installed for the purpose of enabling the municipality to turn on or shut off the supply of water to the Property; commonly referred to as CC.
- (j) “Declared Disaster” shall mean any declaration of a state of emergency issued by the Town or any Provincial or Federal Departments or Agency which an event or anticipated event will cause or did lead to the harm to the health, safety or welfare of the people or property within the Town.
- (k) “Hazardous Substance” as per the Environmental Protection and Enhancement Act of Alberta (EPEA), "hazardous substance" means a substance or mixture of substances, other than a pesticide, that exhibits characteristics of flammability, corrosivity, reactivity or toxicity, including, without limitation, any substance that is designated as a hazardous substance within the meaning of the regulations.
- (l) “Significant Local Event” shall mean an unintended or unexpected event, which could cause or did lead to the harm to the health, safety or welfare of the people or property within the Town.
- (m) “Landowner” shall mean the person, company or entity registered on the property title as per Alberta Land Titles

- (n) "Owner" shall mean the person, company or entity registered on the property title as per Alberta Land Titles, or the Owner of the utility service itself unless specified otherwise.
- (o) "Tenant" shall mean that person who rents or leases property and occupies same.
- (p) "Town" shall mean the Town of Barrhead or its duly authorized representatives.
- (q) "Wastewater Interceptor" is a device installed within pipework to collect and hold contaminants, allowing the remaining wastewater to be discharged safely into the main sewer system.

## II. Water Supply and Maintenance Service

### 1. Service Charge and Metered:

- (a) The flat fee for water services will be \$30.00 per month. This fee shall be pro-rated based on date of service connection/disconnection and/or the supply of water services.
- (b) The Water Consumption Rate shall be \$2.44 per cubic meter for all water volumes recorded through the water meter or on an estimated consumption if the Town is unable to obtain a meter reading.
- (c) Where the meter installed is imperial rather than metric all rates shall be as per the metric conversion. (imperial gallons - cubic meter).

### 2. Unmetered Service:

Where the Town is unable to obtain a meter reading, or where a meter fails to properly register the volume of water consumed within a Property, the amount of water consumed during the time period in which the Town has been unable to obtain a meter reading may be estimated by the Town based on the average daily consumption of the property for a period of two (2) months, if known. In the event that such information is not available, the consumption will be estimated on the basis of the average daily consumption over a two (2) month period, for a comparable property within the Town.

- (a) Bulk sales to Account Holders \$9.50/m<sup>3</sup>
- (b) Bulk sales to Credit/Debit Payments \$12.50/m<sup>3</sup>

### 3. Construction Water

During the construction phase of a building, where water is being supplied, whether through a metered or unmetered service, the Owner or Developer will pay the minimum monthly charge for water and sewer only, commencing when the water service has been connected and is in use.

### 4. Water Meter - Installation/Repairs/Access:

- (a) Every water service connected to the Town water system shall be equipped with a meter, to indicate the water consumption of that water service, and an approved shut off valve, and all Consumers shall pay for their water consumption and all other charges on the basis of and in accordance with the tariff on rates as authorized from time to time by Council.
- (b) All meters shall be supplied, owned, installed and maintained by the Town, unless written approval to the contrary is first obtained from the Town. Water meters will be installed upon request, with the Owner or Developer providing a minimum of two working days notice of the requested installation date. There shall be a \$35.00 labour charge for the installation of a water meter. Should the property Owner request installation service outside normal working hours, the labour charge shall be \$100.00.
- (c) Where a non-residential building or a residential building which has numerous occupants, is monitored by more than a single water meter, and is connected by a single water line with only one curb cock (c.c.) to the Town water system, the Owner of said property is hereby made

responsible to the Town for the utility charges emanating from that structure as monitored and calculated by the Town.

- (d) The size of each meter to be installed and the dimension for all meter connections shall be determined by the Town. Information as to sizes and dimensions shall be obtained from the Town Office. The size of meter required will be determined when a development permit application is submitted.
- (e) The Owner of any building in which a water meter service is, or is to be installed, shall make proper provision for a meter to be installed (horizontal). Any alterations necessary, determined by the Town, shall be made by the Owner at his/her own expense.
- (f) Meter and shut off valves must be installed in an area readily accessible for meter reading, inspection, repair and removal, and their location shall be subject to the approval of the Town. All meters shall be located on the Consumer's side of the approved shut off valve.
- (g) All new residential or non-residential properties must have the curb cock (C.C.) at ground surface level when it is requested that the water service is to be turned on.
- (h) No person shall do, or shall cause to be done, or shall permit to be done, any act or thing which may obstruct, interfere with or impede a direct and convenient access to a meter for the purpose of installation, inspection, removal, repair, replacement, reading or the like at all times.
- (i) All Consumers shall give free access to all or parts of the building or property in which water is delivered or consumed, to the Town or its employees to install, inspect, repair and read, the meter or anything of a similar nature.
- (j) In the event a water meter cannot be read remotely, the CAO or their delegate will be required to gain access to the premises for the purpose of reading the meter. In the event that a person refuses to provide access to the property in order to obtain a meter reading, as requested by the Town, for a period in excess of two (2) months, the supply of water to that meter may be shut off until access is gained to obtain the water meter reading. Twenty-four (24) hours written notice will be provided to the Consumer or the Owner prior to shut off.
- (k) In the event a water meter must be repaired or replaced, the CAO or their delegate will be required to gain access to the premises for the purpose of repairing or replacing the meter. The cost of the repair/replacement may be the responsibility of the Property Owner. In the event that a person refuses to provide access to the property in order to repair or replace a meter, as requested by the Town, for a period in excess of two (2) months, the supply of water to that meter may be shut off until access is gained to repair or replace the meter. Twenty-four (24) hours written notice will be provided to the Consumer or the Owner prior to shut off.
- (l) No branch line or fire line shall be taken off the service pipe prior to the meter without the written consent of the CAO or designate and upon the approval of same, the Town shall apply a wire and seal to ensure that no bypassing occurs.
- (m) The Owner shall provide adequate protection for the meter against frost, heat or any other internal or external damage. The Owner is responsible to provide adequate protection against internal or external damage to any remote reading device that is still in active use. The Town may assess costs against the Owner for repair or replacement of a damaged meter.
- (n) Where a chamber is required to meter a building or property, it shall be constructed and maintained by the Owner, as per specifications provided by the Town. Any Owner requesting to construct a chamber must receive the prior approval of the CAO or designate.
- (o) Where it is advantageous to construct large volume meter settings in the form of a battery of smaller size meters rather than in the form of one large meter, the Town may order this type of installation and the Owner shall install the piping accordingly.

- (p) It shall be normal for one meter only to be installed on the one only service pipe to the one only building on the lot free of cost, with the exception of the installation charge (II.4.b) which will be paid by the Owner. Any variation from the foregoing shall be approved by the CAO or designate and the whole or part of the cost of such variation may be charged to the Owner.
- (q) If a Consumer or Owner requests a water leak report or a data log report there will be a \$50.00 charge and copy of the report will be provided.
- (r) If a Consumer or Owner is doubtful regarding the accuracy of any 5/8" meter, the Town may remove and have the meter sent for testing. The Consumer shall be liable for all costs incurred by the Town to complete the testing. A deposit of \$300.00 shall be required before the meter is removed from the property. Once all expenses for the testing are reconciled, the Consumer or Owner may be required to submit an additional payment if the expenses are greater than the \$300.00 deposit, or they may be eligible for a refund if the expenses are less than the \$300.00 deposit. If it is determined that the meter is inaccurately providing high readings, the deposit shall be refunded to the Consumer. A copy of the testing report will be provided to the person making the request.
- (s) If a Consumer or Owner is doubtful regarding the accuracy of any meter larger than 5/8", the Town may remove and have the meter sent away for testing. The cost for testing on any meter larger than 5/8" will be determined after receiving a quote for this service from a separate entity. The Consumer shall be liable for the cost of this service. If it is determined that the meter is inaccurately providing high readings, the full charge of the testing will be refunded back to the Consumer. A copy of the testing report will be provided to the person making the request.

5. Liability of the Town:

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 utility services by the Town to the Owner, howsoever caused, including that which is caused by or related to:

- (a) The break, blockage, stoppage or failure of any portion of the utility services within the Town;
- (b) The interference with or cessation of the utility services in connection with repair or proper maintenance of the water utility, sewer utility or both;
- (c) Directly or indirectly as a result of the Town approving any service connection;
- (d) Any change in the water pressure of the water utility, nor for the shutting off of water nor by reason of water containing sediments, deposits or other foreign materials; or
- (e) Any accident or incident due to the operation of the Water Utility or Sewer Utility, unless such costs of 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.
- (f) The Town shall not be liable for loss of business arising from the discontinuation of water service, whether the shut off was due to an emergency or non-emergency reason.

6. Water Ration:

Where the Town may have breakage, leakage, or other shortage of supply, the CAO in consultation with the Mayor may require that Consumers do not water gardens, lawns, or prohibit other outside use as is deemed proper and expedient at the time.

Any person who has received written or verbal notice of the water rationing and commits a breach of same is liable to a penalty in lieu of prosecution as outlined in Schedule A.

If said penalty is paid within seven (7) days of receipt of notice, payment shall be accepted in lieu of prosecution.

The Town shall not be liable for loss of business arising from the rationing of water, whether due to an emergency or non-emergency reason.

7. Water Valves, Hydrants:

No Contractor/Owner shall turn the water service on unless for testing purposes, and in such a case the CAO and/or designate shall be advised in advance of the intention to ensure the water service is turned off.

No person, corporation, Consumer shall, other than authorized by the CAO and/or designate, in advance, touch, turn or disturb any fire hydrant, curb stop, water valve or anything associated with the water supply system.

Approval for all connections to the Town water system not specified in this Bylaw shall require the prior approval of the Town.

8. Bulk Water:

All new or renewed accounts for use of the Bulk Water Filling Station shall be subject to a refundable Bulk Water Account Deposit. Deposits for Commercial Accounts shall be \$200.00 and deposits for Residential Accounts shall be \$50.00. There will also be a \$25.00 plus GST non-refundable set up and administration fee for all new accounts.

Applications for a Bulk Water account must be made in the Business name AND the Business owner's name.

Bulk Water Accounts shall be subject to review and renewal every 12 month period.

Any un-paid account which remains in arrears for a period of more than 45 days shall be subject to termination and any subsequent reactivation after payment of overdue funds will be subject to a \$100.00 non-refundable re-activation fee for overdue account holders.

Fittings used to attach hoses to the bulk water station MUST be clean and clear of any grease or debris to eliminate any potential contamination of the water for the next user. Should it be discovered that a dirty fitting was used, the account will be suspended.

9. Backflow Prevention:

- (a) Where, in the opinion of the Town, the configuration of any water connection creates a high risk for contamination to the water system, the Owner, upon being given notice by the Town, shall install on their water service an approved backflow preventer at the Owner's sole cost.
- (b) No property owner shall connect, cause to be connected, or allow to remain connected to the water system any piping, fixture, fittings, containers or appliances, in a manner which under any circumstances may allow contaminated or polluted water, wastewater or any other liquid, chemical or substance to enter the domestic water supply.
- (c) All backflow preventers shall be inspected and tested at the expense of the Owner, upon installation, and thereafter annually, or more often if required by the Town, by personnel approved by the Town to carry out such tests to demonstrate that the device is in good working condition. The Owner shall submit a report for all tests performed on the backflow preventer within thirty (30) days of a test and a record card issued by the Town shall be displayed on or adjacent to the backflow preventer.
- (d) If the results from a test referred to in Section 9(c) indicate that a backflow preventer is not in good working condition, the Owner shall have 96 hours to repair or replace it, along with testing it to ensure it is working properly. If the Owner fails to comply with this, the Town may shut off the water service.
- (e) If an Owner fails to have a backflow preventer tested as per Section 9(c) or 9(d), the Town may cause the water service to be terminated until the backflow preventer has been tested and approved.

- (f) No person other than those qualified may conduct the tests on backflow preventers.
- (g) Property Owners must notify the Town immediately if they suspect contamination of the Town's water supply. Penalties as outlined in Schedule A will be enforced.

### **III. Sanitary Sewage Service**

1. No person, firm, institution or corporation shall damage, break or remove any portion of the sewer system or its appurtenances or throw or deposit or cause to be thrown or deposited in any sewer opening or receptacle connected with the sewer system, any garbage, offal, dead animal, vegetable parings, ashes, cinders, rags, or any other matter of thing except feces, urine, the necessary water closet paper and liquid house slops, organic garbage, pulverized by a commercial garbage disposal unit.
2. No person, firm, institution or corporation, with intent, knowledge or by negligent action, shall place or cause to be placed or facilitate the release of or cause the release of any substance deemed toxic or any hazardous substance, into any receptacle connected with the sewer system or where there is a reasonable chance that such a release will enter the sewer system.
3. The Town, at its discretion and at the Property Owner's expense, may require the Owner of an industrial, commercial, institutional or retail premises to install, operate, monitor and properly maintain at all times a Wastewater Interceptor for the removal of grease, oil, solids, dental amalgam or other harmful substances from the Wastewater system.
  - a. Interceptors shall be installed in compliance with the most current requirements of the Building Code and the Canadian Standards Association and shall not be modified or tampered with in any manner which will affect the intended use and performance.
  - b. No person shall discharge emulsifiers, enzymes, bacteria, solvents, hot water or any other agent to facilitate the passage of any harmful substance that may have an adverse effect on the wastewater system.
  - c. The owner of a property with an interceptor must keep the documents of proof of interceptor clean-out for a two-year period.
  - d. Should it be discovered through wastewater testing that any contamination of the wastewater system occurred due to owner neglect or failure to comply strictly with the provisions of this bylaw, the Owner shall, in addition to any penalty as stated in Schedule A, be liable for and on demand shall pay to the Town all costs of monitoring, sampling, testing and removing any contamination.
  - e. Property Owners must notify the Town immediately if they suspect contamination of the Town's Wastewater System. Penalties as outlined in Schedule A will be enforced.
4. The Town of Barrhead does hereby levy a monthly sewer service charge on all persons, firms or corporations being the Consumer or purchaser entitled to possession of property serviced directly or indirectly by a connection to the sewer system of the Town of Barrhead.
5. The sanitary sewer charge will be 35% of the cost of water usage, including the flat monthly fee plus the consumption charge.

### **IV. Solid Waste Collection and Disposal Service**

1. That the Commercial/Industrial/Institutional rate for solid waste collection shall be at \$140.00 per hour with a minimum of \$70.00 per business per month. The rate will be pro-rated to the nearest quarter hour, based on the actual recorded time for collection and disposal.
2. That the rate for Residential solid waste collection shall be as per the following schedule:
 

Single family residence (65 Gallon Cart)	\$15.55/month
Single family residence (95 Gallon Cart)	\$24.90/month

- |  |                     |
|--|---------------------|
| Duplex   | \$15.55/month/suite |
| Any residential building with three or more suites<br>\$10.95/month/suite                  |                     |
| Mobile Home Park:  |                     |
| (a) where no bins are provided and stops are required for each or every second mobile unit | \$15.55/month/unit  |
| (b) where self-unloading bins are provided   | \$10.95/month/unit  |
3. Commercial Light (65 or 95 Gallon Cart) - where the collection is once a week \$24.90/month
  4. Any building or business that does not fall into any of the classifications mentioned (No garbage cart or bin provided) \$10.95/month
  5. Solid waste collection and disposal is also subject to the provisions of Bylaw 06-2018, the Waste Collection, Disposal and Recycling Bylaw.
  6. Solid waste collection Bins or Carts are supplied by the Town to each property. The Landowner is responsible to ensure that the Bins or Carts remain in a reasonable state of repair and are operational and safe for use with the Automated Waste Collection system, as determined by the individual entrusted with the work of collection or removal of waste on behalf of the Town.
    - (a) Pursuant to Bylaw 06-2018, the Waste Collection, Disposal and Recycling Bylaw, commercial garbage bins must be in an approved location and provide free and clear access for waste removal.
    - (b) All residential property Landowners with a single-family dwelling on the land will be supplied one (1) 65 Gallon Cart for the Automated Waste Collection. A written request for a change in size of Cart will be reviewed, with approval subject to the discretion of the CAO or their designate.
    - (c) All residential property Landowners with a duplex on the land will be supplied with two (2) Carts for the automated waste collection. Residential property Landowners with three (3) or more suites/apartments will be contacted by the Town to ascertain whether Bins or Carts should be supplied, which will be determined by the Town, based on location of Bin or Cart and volumes to be collected.
    - (d) Solid waste for commercial, industrial, institutional collection will be placed in the Town supplied Bin(s) with the Landowner contacted by the Town to ascertain whether Bins or Carts should be supplied, which will be determined by the Town, based on location of Bin or Cart and volumes to be collected.
    - (e) The Town supplied Carts and Bins are assigned a serial number unique to each property and stay with that property.
  7. No garbage bag shall, when presented for collection, weigh more than 25 kg or 55 lbs. or within a reasonable limit thereof to be determined by that individual who is entrusted with the work of collection or removal of waste on behalf of the Town of Barrhead.
  8. All waste must be presented for collection or removal in the Town supplied Cart or Bin, in non-returnable bags, and must be of a size and consistency of no greater capacity than 1.3 cubic yards (1 cubic meter) and not more than 76 cm (30 inches) in height and not more than 63 cm (25 inches) in width.
    - (a) Where more than three individually tied grocery bags are used for garbage collection or removal they must be placed in non-returnable bags subject to specifications noted in this bylaw.
    - (b) Animal waste, feces or any other material which is emitted or is caused by the natural functioning of an animal, shall be placed in a separate garbage bag, double bagged and securely tied.

- (c) All clippings from trees, shrubs or other branch bearing flora shall be tied securely in bundles adhering to the aforementioned weight limitations for garbage bags and shall be presented as such. Nor shall these bundles exceed a length of approximately 0.91 meters (3 feet) and shall be judged by those entrusted with the collection and removal of waste on behalf of the Town of Barrhead.
  - (d) Solid waste presented for collection in the Town supplied Cart must fit within the Cart, with lid closed completely, be placed on the front street, with arrows on the lid pointed to the street, wheels against the curb, with at least one (1) meter clearance around all sides of the Cart. Dependent on locations and varying circumstances the Town may designate an alternate area for collection. Any bags or waste outside of the Cart will not be collected.
  - (e) All Carts must be removed from the street by 11:00 p.m. on collection day and stored on the Landowners property.
  - (f) Solid waste presented for collection in the Town supplied Bin, must have the lid closed completely. Any bags or waste outside any Bins will not be collected.
9. No person other than the Tenant, Owner, Town representative or garbage collection contractor shall interfere with, disturb the contents of, removal of or addition of materials, to any collection container at any eligible premises with the Town limits.
10. The Town shall supply the 1<sup>st</sup> Cart(s) or Bin(s) to each property. Any replacement of a Cart or Bin, due to loss or significant damage, with the exception of normal wear and tear as determined by the Town, shall be the responsibility of the Landowner at a cost of plus applicable taxes:
- (a) 65 gallon Cart - \$ 100.00
  - (b) 95 gallon Cart - \$ 125.00
  - (c) 2 yard Bin - \$ 950.00
  - (d) 4 yard Bin - \$1,250.00
  - (e) 6 yard Bin - \$1,500.00
  - (f) 8 yard Bin - \$1,850.00

## V. UTILITY ACCOUNT PROVISIONS

1. Utility Account Deposits shall be required for any utility accounts set up in the Tenant's name and prior to April 30, 2018 where all new utility accounts are required to be set up in the Landowner's name. Utility Account Deposits shall be charged according to the classification of the Consumer account, as listed:
- (a)

Residential Single Family Dwelling	\$200.00
Duplex/Triplex	\$300.00
Commercial	\$250.00
Commercial – High Volume – 1” or more meter size	\$600.00
Restaurant	\$350.00
Apartments 4 suites to 11 suites	\$400.00
Apartments 12 suites and more	\$800.00
Carwash	\$800.00
Hotel/Motel	\$1,000.00
  - (b) After April 30, 2018 all new utility accounts shall be set up in the legal name of the Owner(s) registered on the property title as per Alberta Land Titles. Tenants shall not be permitted to set up utility accounts solely in their own name.
  - (c) Utility Services will not be established for an Owner who has an overdue or outstanding account of any nature with the Town until the account is paid in full.



- (d) After April 30, 2018 in all cases the Owner shall be liable for the cost of Utility Services supplied to a property, regardless of whether the Property is occupied by the Owner or a Tenant, and all invoices issued by the Town shall be sent to the Owner.
- (e) Utility Account Deposits currently on file, of Owner named accounts, will be refunded as a credit applied to their utility account.
- (f) Utility Account Deposits on existing tenant accounts will be refunded on their final bill when the utility account has been discontinued or closed for any reason.
- (g) All current residential, commercial or industrial utility accounts in the name of the Tenant shall be transitioned to the Owner after April 30, 2018. However, to allow for this transition, a Tenant whose account is in good standing may continue to receive utility services until such time as the Tenant closes the account, or the Tenant fails to maintain good standing on the account (account is in arrears for more than 30 days), or the utility services are discontinued for any reason.
- (h) Should services for utility accounts in the Tenants name result in a utility service disconnection, there will be a 48 hr waiting period from the time of disconnection, for the tenant to clear the outstanding balance to resume their services. Once the 48 hr waiting period has passed, and if any outstanding balance is still owing, the Tenant utility account will be closed. The owner will then be contacted to get approval to resume services, and the utility account will then be set up in Landowners name.

2. Maintenance of the Utility System

- (a) The Town, pursuant to the provisions of the Municipal Government Act, has the right to enter onto land to construct, maintain, repair and/or restore utility services. Further, the costs of doing such work will be at the property Owners expense, and will be a condition of supplying service.
- (b) Where the Town decides to exercise its rights under V.2 (a), Council hereby authorizes Administration to prepare and enter into agreement for payment of costs. Such agreements shall:
  - i. provide for the principal and interest to be added to the tax roll.
  - ii. that the Municipality will forego tax recovery proceedings and penalties on the outstanding amount, providing that the Owner complies with the payment schedule.
- (c) i. The service connection includes parts or works such as pipes, wires, couplings, curb cocks, meters and other apparatus that connect to the water main or sanitary sewer main.
- ii. Service connections located within the property boundaries of a property are owned by the Owner and the Owner shall be responsible for the construction, maintenance and repair of that portion of the service connection.
- iii. The Town shall, at all times, remain the Owner of that portion of the service connection between the Town's water main or sanitary sewer main, and the Owner's property line, or the valve or connection point near the property line, whichever is applicable, 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.
- iv. Owners of property are responsible for the construction, installation and repairs of the service connection on their property to the valve or connection point, within or closest to their property line.
- v. As a condition of receiving utility service from the Town, the Owner shall maintain, in a state of good repair, free from leakage, infiltration and/or other forms of loss, with sufficient protection from freezing, all parts of the service connection to the satisfaction of the Town, through which wastewater is conveyed from outlets or fixtures located on or within the property to the sanitary sewer main or which the supply of water is conveyed from the Town's water system to water supply outlets or fixtures located on or within the property, as the case may be. Owners are required

to adequately maintain their sanitary sewer service connections, to keep the sanitary sewer service connections clear from tree roots, grease, oil, mud, rags and other debris that may cause blockages or plugs in the line connected to the Town's sanitary sewer main.

3. Utility Service accounts rendered shall be due and payable on or before the last day of the month following the month in which the invoice was issued.
4. Accounts unpaid after the last day of the following month in which account is rendered shall be subject to a 2.5% penalty.
5. Owners will be notified if their account is in arrears and if these arrears are not paid by the specified time, the Utility services may be discontinued.
6. If the utility account remains unpaid, after the services have been discontinued, by the following billing cycle, the property owner has 60 days until the amount owing is transferred as an amount added to their property tax roll, whereby it will be deemed taxes and collected as such in accordance with the Municipal Government Act.
7. Where the Consumer desires to have their water turned off for a period of time, a charge of \$30.00 shall be paid to the Town at the time of the request and a further charge of \$30.00 shall be paid when requesting reconnection. This will not apply where water is to be turned off for 6 months or longer.
  - (a) Should the Consumers desired time for water turn off or reconnection be outside the Town's regular working hours, there will be a charge of \$100.00 for each water turn off or reconnection.
8. Enforcement and Collection:
  - (a) In case of default in payment of the rates and penalties herein provided, the Town may enforce such payment by any and all legal means including turning off the utility service being supplied to the Consumer and/or discontinuing the service thereof.
  - (b) If utility service is discontinued due to default in payment, it is prohibited for the Consumer to connect to a neighbouring property to access water.
  - (c) Should the utility being supplied and/or the service be discontinued a reconnection fee of \$60.00 will be paid by the Consumer along with all outstanding charges and penalties. The reconnection will take place during regular working hours.
  - (d) When the Consumer is the Owner of the building or lands, the sum payable for the public utility service including all rates, costs, and charges imposed are a preferential lien and charge on the building or lands and may be levied and collected in like manner as municipal rates and taxes are recoverable.
  - (e) As per the Municipal Government Act 42(1), the charges for a municipal service provided to a parcel of land are an amount owing to the municipality by the owner of the land.
  - (f) When the Consumer to whom the public utility service has been supplied is a person other than the Owner, the sum payable by the Consumer is a debt owed by them and is a preferential lien and charge on their personal property and may be levied and collected with costs by distress.
  - (g) Utility services will not be established by the Town for a Consumer or Owner who has an overdue or outstanding account of any nature with the Town, until such time as the account is paid in full or payment arrangements have been established and maintained as agreed to. Should the payment schedule not be adhered to, the Town maintains the right to discontinue the utility services.
9. Any person who contravenes any provision of this Bylaw is guilty of an offense, and liable upon summary conviction to imprisonment for a term of not more than three (3) months or to a fine as specified in Schedule A, or to both fine and imprisonment. Any fines shall be added to the person's Utility Account.
10. Utility and Bulk Water Account Deposits shall be applied to the final bill when the Consumer requests the discontinuation of Utility Service. Any credit balance left remaining on the account shall be refunded to the Consumer.

11. The Town shall not be liable for loss of business arising from the discontinuing water service, whether the shut off was due to an emergency or non-emergency reason.

**VI. EMERGENCY MANAGEMENT PROVISIONS**

1. In the event where there has been a Declared Disaster or a Significant Local Event that impacts the Town of Barrhead as a whole, the CAO or designate will have the authority to make changes to the entire billing cycle, effecting all account holders to implement any or all of the following:
  - a. Extend the billing due date of the affected billing cycle
  - b. Waive or adjust penalties on any billing arrears during the event
  - c. Create a deferral payment program for account holders
  - d. Change disconnection procedures for all dates and accounts in arrears
  - e. Advise Council of all changes implemented by the CAO or designate

**VII. GENERAL PROVISIONS**

1. These rates shall be effective January 1, 2024, and shall continue in force from year to year until altered by Resolution of Council.
2. Council may from time to time, adopt schedules regarding any aspect of utility service by resolution. Those schedules once adopted shall be attached to, and form part of this Bylaw.
3. It is the intention of Council that each separate provision of this Bylaw shall be deemed independent of all other provisions herein, and it is further the intention of Council that if any provisions of this Bylaw be declared invalid, all other provisions thereof shall remain valid and enforceable.
4. Bylaw 10-2022 is hereby rescinded.

Read a first time this 12<sup>th</sup> day of December, A.D., 2023.

TOWN OF BARRHEAD

\_\_\_\_\_  
Mayor, Dave McKenzie

\_\_\_\_\_  
CAO, Edward LeBlanc

Read a second time this 12<sup>th</sup> day of December, A.D., 2023.

TOWN OF BARRHEAD

\_\_\_\_\_  
Mayor, Dave McKenzie

\_\_\_\_\_  
CAO, Edward LeBlanc

Read a third time this 12<sup>th</sup> day of December, A.D., 2023 and passed.

TOWN OF BARRHEAD

\_\_\_\_\_  
Mayor, Dave McKenzie

\_\_\_\_\_  
CAO, Edward LeBlanc

SCHEDULE A

VIOLATION PENALTIES

Water System Offences:

Item Description	Relevant Section of Bylaw	Penalty Amount
Water Ration Not Adhered to	II-6	\$100.00 First Offence
		\$200.00 Second Offence
		\$400.00 Subsequent Offences
Connection to Neighbouring Property to Access Water	V-8	\$250.00 First Offence \$500.00 Subsequent Offences
Failure to Install an Approved Backflow Preventer	II-9	\$500.00 First Offence
		\$2,000.00 Subsequent Offences
Contamination of the Water Supply System	II-9	\$10,000.00

Wastewater System Offences:

Item Description	Relevant Section of Bylaw	Penalty Amount
Failure to Install an Approved Wastewater Interceptor	III-3	\$500.00 First Offence
		\$2,000.00 Second Offence
Discharge of Prohibited Substance into Wastewater System	III-3	\$5,000.00
Usage of emulsifiers, enzymes, bacteria, solvents, hot water or any other agent to facilitate the passage of any harmful substance into the Town wastewater system.	III-3	\$500.00 First Offence \$2,000 Subsequent Offences

Other Offences

Item Description	Relevant Section of Bylaw	Penalty Amount
Any Offence as Outlined in This Bylaw Other Than Any Item Specified Above		At the Discretion of CAO, Not To Exceed \$1,000.00

Above fines shall be added to the Owners' Utility Account and collected in accordance with Section V-6 of this Bylaw.