

BYLAW NO. 16/2018

**BEING A BYLAW OF THE
MUNICIPAL DISTRICT OF PEACE NO. 135
IN THE PROVINCE OF ALBERTA**

A BYLAW OF THE MUNICIPAL DISTRICT OF PEACE NO. 135, PROVINCE OF ALBERTA, TO REGULATE AND PROVIDE FOR THE SUPPLY OF WATER AND WASTEWATER DELIVERED BY THE MUNICIPAL DISTRICT OF PEACE NO. 135 WITHIN THE HAMLET OF BROWNVALE.

Pursuant to Sections 7 (a)(f)(g), 41, 42, 553(b) of the *Municipal Government Act* RSA 2000, Chapter M-26 the Council of the Municipal District of Peace No. 135, duly assembled, enacts as follows:

1. This bylaw may be called the "Water and Sewer Bylaw".
2. Definitions
 - a) "Approved" shall mean authorized by the Municipal District of Peace No. 135.
 - b) "Authorized Employee" is a person appointed by the MD's Chief Administrative Officer to act on behalf of the MD with regards to the MD's water and sewer and storm drainage systems.
 - c) "Consumer" shall mean an owner or occupant requiring the service as the context requires.
 - d) "MD" or "Municipality" shall mean the Municipal District of Peace No.135.
 - e) "Owner" shall mean the registered owner of a property or the purchaser thereof.
 - f) "Service Connection" for the purpose of this bylaw shall mean all that portion of the pipes, wires or things that provide a public utility situated between the public utility main and the property line of the property to which such utility is supplied.
 - g) "Sewer" shall mean the MD's sanitary sewer system, including all mains, treatment and storage facilities.
 - h) "Utility" and "Utility Service" shall mean and include as the context may require:
 - the supply of water
 - the provision of wastewater collection and disposal.
3. The MD's water and sewer utility rates, charges, penalties and fines shall be fixed as specified in the Municipal District of Peace Fees and Charges Bylaw, which may be amended from time to time.
4. Billings, excepting the Curling Rink which is an annual billing, shall be prepared monthly on or before the 4th day of each month. Users paying on a monthly basis may elect to prepay their total fixed annual water and sewer billing by January 31st of each year and receive a 4% discount on the fixed annual billing.
5. Penalties shall be levied against each outstanding water and sewer account on the 24th day of each month excepting January when no penalty is levied due to the annual pre-payment of water and sewer billings.
6. Use and Control of Waterworks, Sewers and Sewage Disposal Works
 - a) The use and control of all water, sewer and drainage systems which belong to the MD shall be in accordance with this bylaw and shall be under the management of the Chief Administrative Officer.
 - b) The MD does not guarantee the continuous uninterrupted supply of any utility, and reserves the right at any time without notice to shut off such supply where required in the maintenance or operation of the utility and the MD, its officers, employees or agents, shall not be liable for any damages of any kind due to or arising out of a failure to supply a utility.

- c) An owner shall, at the owner's expense, maintain the water and sewer service from the owner's building up to and including the connection with the MD's water and sewer lines.
- d) No person shall alter, operate or remove any portion of the utility services owned by the MD except an authorized agent or employee of the MD. A consumer/owner shall be responsible for all damage to or loss of such property.
- e) No person shall use a utility service in such a way as to cause disturbance or interference to any other user's utility service.
- f) No person shall obstruct or impede access to any service, water main, or any other aspect of the utility services.
- g) No person shall install any type of structure that could interfere with the proper and safe maintenance and operation of the utility service or which could result in damage to the utility service.
- h) No person shall extend a private service from one lot to another without the prior written approval of the MD.
- i) The property owner shall be responsible for the condition and protection of all facilities on the owner's property. The owner shall be liable for any destruction of or damage to the MD's water or wastewater facilities located on the owner's property unless the destruction or damage is caused by the act of an agent or employee of the MD.
- j) The MD of Peace shall not be liable for damages:
 - i. caused by the break or failure of any portion of the utility facilities.
 - ii. caused by the shut off or interference of utility services in connection with the repair or proper maintenance of said services.
 - iii. generally, for any accident or incident due to the operation of the utility services unless such costs or damages have been shown to be directly due to the willful act of the MD's employees.

7. Water Meters

- a) Each property will be provided with the first meter at no charge.
- b) A utility account shall be set up in the name of the owner of the property only unless otherwise approved by the CAO.
- c) There shall be a utility account with respect to each meter. Meters shall be read monthly.
- d) If a meter cannot be read on the required month, the water consumption readings shall be an estimated volume based on prior usage for each water utility customer who is affected.
- e) Each customer shall provide adequate protection for the meter against freezing, heat or any other internal or external damage, failing which the customer shall pay all costs associated with the repair of the meter.
- f) If, upon the reading of a meter, it is determined that the meter has failed to record the consumption of the utility supplied then the consumption will be estimated and the account rendered based upon such method as the Senior Administration considers to be fair and equitable.
- g) Where it has been determined by the MD that the meter is not recording the consumption of a utility, the MD, with reasonable notice to the customer, must be allowed to enter the premises to replace/repair the meter.
- h) Where a water meter is found to be damaged or tampered with, the utility charge rate shall be set based on the highest monthly rate of consumption of water used within a prior 12 -month period for that premise. In such a case, the customer forgoes the right to dispute a meter reading.
- i) The fore described rates shall not exempt the user from being charged and/or for paying any fines and penalties which may be imposed for having committed an infraction of this bylaw.
- j) Where a water meter is found to be faulty or mechanically defective, which has not been caused by the user, the monthly rate shall be calculated based on an average of the prior consumption.

8. Tampering with Municipal Utility Systems

- a) Unless authorized by an MD employee or agent, no person shall connect with any MD public water pipes or mains. Any connection authorized must be inspected by the authorized MD employee prior to backfilling.
- b) No person shall open, close or interfere with any hydrant, valve or curb cock valve connected to the MD's utility system.
- c) No person shall obstruct in any manner the free access to any hydrant or valve or curb cock.
- d) No person shall tamper with any meter or transmission device attached to the MD's utility system.
- e) No person shall change, alter, obstruct or connect to the MD's water service line in such a way as to bypass the water meter, unless authorized by an MD employee in the case of repair.
- f) No person shall interfere with the free discharge of any MD sewer or operation of same nor do anything which may impede or obstruct the flow of any MD sewer.
- g) The user found tampering with any part of the municipal utility system may be subject to fines and penalties which may be imposed for having committed an infraction of this bylaw.

9. Fire Department Use of Utility Services

The Fire Chiefs of any of the fire departments serving the MD of Peace and its residents, are authorized to use the hydrants for the purpose of filling fire trucks, training exercises and testing fire hoses, but all such uses shall be under the direction and supervision of the said Chief or his duly authorized assistants, and in no event shall any inexperienced or incompetent person be permitted to manipulate or control any such hydrant.

10. Water Service Line Break Shut-Off and Repair Policy

- a) When a water service line break occurs between the curb cock and the affected residence, the MD shall shut off the water service at the curb cock.
- b) The owner and occupant of the affected property will be notified of said shut off and also that the water service shall remain off until such time as the water service line is repaired.
- c) The MD will evaluate the responsibility for paying the cost of repairs based on the following:
 - i. If the break is between the main line and the property line, it shall be the responsibility of the MD to repair.
 - ii. If the break occurred between the property line and the residence, it shall be the property owner's responsibility to repair.
 - iii. When a water service line freezes between the curb cock and the residence, the owner is responsible for all thawing of affected waterlines, and all costs for such thawing, including damage to water meter or waterlines due to the freezing.
- d) When the water service line is excavated and repairs are completed, the water service line connection to the MD line must be inspected by the MD authorized employee, before the contractor backfills the trench.

11. Service Disconnection and Reconnection

- a) The Municipality may discontinue service, with 30 days notice, to the owner or occupant, on any account remaining unpaid after the last day of the month in which the billing was prepared.
- b) Disconnect fees and reconnect fees as per the Fees and Charges Bylaw may be applied and collected before service is re-installed.
- c) Any owner/consumer requesting a temporary disconnect or reconnect for water shall provide a minimum of two (2) working days' notice to the MD and shall pay a water service fee for such disconnection and a further water service fee for the reconnection, both amounts as set out in the Fees and Charges Bylaw.

- d) If requests are outside of working hours, a special call-out charge, as per the Fees and Charges Bylaw, may also be collected.

12. Transfer to Tax Roll

- a) Pursuant to *Municipal Government Act*, RSA 2000, Chapter M-26, Section 553(1), outstanding water and sewer charges, incurred by an owner of a parcel, may be added to the tax roll for said parcel.
- b) If the Municipality agrees to provide a municipal utility service to a parcel of land on the request of an occupant of the parcel who is not the owner, the charges for the municipal utility service provided to the parcel are an amount owing to the Municipality by the occupant and not the owner, unless the owner of the property has signed an agreement with the Municipality allowing for transfer of outstanding water and sewer user fees and penalties to his tax account, as set out in Schedule A of this Bylaw.

13. Fines and Penalties for Infraction of this Bylaw

- a) A person who interrupts, hinders, assaults or molests any person engaged under the authority of a municipality in making an examination for or in constructing, maintaining, or repairing any public water or sewer works or any works connected therewith on any land is guilty of an offense and liable to a fine as outlined in the Fees and Charges Bylaw.
- b) Any person who is found guilty of a violation of provisions of this Bylaw wherein a charge has been laid, shall be liable on conviction before a Magistrate, Judge, or Justice of the Peace, to the penalties as set forth in the Fees and Charges Bylaw or in default for reasonable punishment for a period of not less than 30 days and not more than six (6) months.
- c) All such penalties as shall be recoverable under the Summary Convictions Act and any fines or penalties imposed under the Bylaw shall inure to benefit of the Municipal District of Peace No. 135.

14. Should any provision of this Bylaw be deemed invalid, then the invalid provision shall be severed and the remaining Bylaw shall be maintained.

15. Bylaw No. 10/2016 is hereby repealed upon the third and final reading of this Bylaw.

16. This bylaw shall come in to force and take effect on October 23, 2018

First reading given on the 23 day of October, 2018.



Robert Willing, Reeve



Barbara Johnson, Chief Administrative Officer

Second Reading given on the 23 day of October 2018.

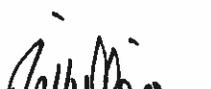


Robert Willing, Reeve



Barbara Johnson, Chief Administrative Officer

Third Reading and Assent given on the 23 day of October 2018.



Robert Willing, Reeve



Barbara Johnson, Chief Administrative Officer

**Municipal District of Peace No. 135
Water & Sewer Bylaw No. 16/2018
Schedule "A"**

**Agreement - Water and Sewer Usage
Hamlet of Brownvale**

TO: Municipal District of Peace No. 135
Box 34
Berwyn, Alberta T0H 0E0

DATE: _____

I, _____,
owner of _____
(legal description)

Utility Account # _____

agree to be responsible for water and sewer user fees for my property. I agree that should my renter not pay said levy and penalties, the amounts owing will be added to my tax roll account on March 31st and November 30th of each and every year.

Renter name: _____

Renter address: _____

Water service fees shall be levied and collected monthly.

The Municipality's water and sewer utility rates and charges are fixed, as specified in the Municipal District of Peace Fees and Charges Bylaw, which may be amended from time to time.

The Municipality's water and sewer penalties are fixed, as specified in the MD's Fees and Charges Bylaw, which may be amended from time to time.

The Municipality is under no obligation to advise me of any account arrears.

Witness

signed - Property Owner

signed - C.A.O., M.D. of Peace No. 135

**Municipal District of Peace No. 135
Water & Sewer Bylaw No. 16/2018
Schedule "B"
APPLICATION FOR UTILITIES SERVICE
HAMLET OF BROWNVALE**

NAME AND ADDRESS OF APPLICANT (Please Print)

NAME OF PROPERTY OWNER (If Different from Applicant)

Last Name First Initial

Last Name First Initial

Mailing Address

Mailing Address

Town, Province, Postal Code

Town, Province, Postal Code

Phone Number

Phone Number

LEGAL DESCRIPTION OF PROPERTY

Plan Number Block Lot or Quarter Section Township Range Meridian

GENERAL INFORMATION

1. I am the ___ owner of this property or ___ renter of this property.
2. Initial Meter Reading: _____
3. Date service required: _____
4. Final Meter Reading: _____
5. Date of Disconnection: _____

CUSTOMER STATEMENT

As a customer receiving or to be receiving water and sewer service, I understand that:

- * I must notify the MD of Peace Office, in writing, of any service connections or disconnections;
AND
- * I am fully responsible for any service amount(s) charged to my account if I move and do not provide appropriate notification of any service disconnections.
- * Unpaid balances will be subject to ___% interest if unpaid after the 23rd of the month, as specified in the MD's Fees and Charges Bylaw.

Customer Signature

Signature of Witness

Date

FOR OFFICE USE ONLY

PREVIOUS ACCOUNT:

Previous account checked for arrears: ___ Yes ___ No Verified by: _____

Previous Account No. _____ Amount of Arrears: \$ _____

Arrears Amount to Be Billed: \$ _____ Arrears Amount Received: \$ _____

Invoice No.: _____ Receipt No.: _____

Previous Address: _____ Date Service Disconnected: _____

CURRENT (NEW) ACCOUNT:

Account No. Connection/Reconnection Fee (if applicable)

Date of Connection

Verified by

Date of Disconnection

Verified By

TERMS AND CONDITIONS

1. The MD agrees to sell and the Customer agrees to pay for the provision of water and disposal of wastewater in the Hamlet of Brownvale.
2. The prices for utilities service as set out in the MD's Fees and Charges Bylaw, may change from time to time. In the event of a system failure or where the supply of water is depleted, the MD will not be responsible to deliver or supply the customer with potable water.
3. Upon acceptance of the user as a client, the client agrees to pay the fees for water and sewer set out in the MD's Fees and Charges Bylaw, said fees which may change from time to time.
4. The utility service fees shall be levied and collected monthly, unless the consumer otherwise requests to pay annually.
5. Failure to pay utility service accounts in a timely fashion will result in disconnection until the account is paid in full and a re-connection fee also paid.
6. The landowner will be responsible for the repair and maintenance of water and sewer lines from the property line to the landowner's structure, to the satisfaction of the MD.
7. Meters are required for every utility service and any tampering of the meter or modification of the water connection to include a secondary water source will result in disconnection of the service.

I _____ fully understand and agree to the above terms and conditions.

Signed this ____ day of _____ 20__.

SIGNATURE OF APPLICANT

SIGNATURE OF WITNESS