

THE TOWN OF CHESTERMERE

PROVINCE OF ALBERTA

BYLAW No. 025-13

A Bylaw of the Town of Chestermere, in the Province of Alberta, to provide for the terms, conditions, rates and charges for the supply and use of water services provided by Chestermere Utilities Incorporated in the Town of Chestermere.

WHEREAS pursuant to section 3 of the *Municipal Government Act*, R.S.A. 2000, c. M-26 and amendments thereto the purposes of a municipality are to provide services, facilities or other things that, in the opinion of council, are necessary or desirable for all or a part of the municipality;

AND WHEREAS pursuant to section 7(g) of the *Municipal Government Act* a council of a municipality may pass bylaws for municipal purposes respecting public utilities;

AND WHEREAS the Town of Chestermere deems it desirable to contract with Chestermere Utilities Incorporated for the provision of water utilities in the Town of Chestermere;

AND WHEREAS it is desirable to set forth the terms and conditions under which such services will be provided and a mechanism whereby guidelines not inconsistent with the terms and conditions may be implemented by Chestermere Utilities Incorporated;

AND WHEREAS it is desirable to set forth rates and charges under which such services will be provided and a mechanism whereby charges for supplementary services may be established by Chestermere Utilities Incorporated;

NOW THEREFORE the Municipal Council of the Town of Chestermere, Alberta, duly assembled, hereby enacts as follows:

PART I - TITLE AND DEFINITIONS

1 Title

(1) This Bylaw may be cited as "The Water Bylaw".

2 Definitions

In this Bylaw:

- (a) "Account" means an agreement between a Customer and CUI for the supply of Water Services of which the terms of this Bylaw shall form a part and includes the amounts payable from time to time by the Customer to CUI;
- (b) "Chief Administrative Officer" means the Chief Administrative Officer of the Town or their delegate;
- (c) "Council" means the municipal council of the Town;

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- (d) "CUI" means Chestermere Utilities Incorporated;
- (e) "Customer" means any Person that receives Water Services and where the context or circumstances so require includes any Person who makes or has made an application for Water Services or otherwise seeks to receive Water Services, and also includes any Person acting as an agent or representative of a Customer;
- (f) "Franchise Agreement" means the Franchise Agreement between CUI and the Town in respect of utility services, dated August 19, 2013, as amended or replaced from time to time;
- (g) "Facilities" means any infrastructure forming part of the Water System, including without limitation: water treatment plants, reservoirs, pumping stations, water mains, water service lines, curb stops, valves, fittings, fire hydrants, chambers, meters, cross connection control devices and all other equipment and machinery of whatever kind owned by CUI that is used to produce and supply potable water to Customers;
- (h) "Peace Officer" means a police officer appointed pursuant to the *Police Act*, R.S.A. 2000, c. P-17 or a peace officer appointed pursuant to the *Peace Officer Act*, S.A. 2006, c. P-3.5, and the respective regulations thereof, as amended or replaced from time to time;
- (i) "Person" means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative to whom the context applies according to law;
- (j) "Town" means the municipal corporation of the Town of Chestermere and its duly authorized employees, agents, contractors and other representatives or the geographic area contained within the boundaries thereof, as the context requires;
- (k) "Violation Ticket" has the same meaning as in the *Provincial Offences Procedure Act*;
- (l) "Water Services" means the provision of potable water by CUI to a Customer and associated services offered to the Customer under this Bylaw and in accordance with the provisions of the Franchise Agreement;
- (m) "Water Services Guidelines" means those guidelines, procedures, protocols, requirements, specifications or standards adopted by CUI from time to time, which are not inconsistent with the Terms and Conditions of Water Services attached as Schedule "A" to this Bylaw; and
- (n) "Water System" means the Facilities used by CUI to supply potable water to Customers, which is deemed to be a municipal public utility within the meaning of the *Municipal Government Act*.

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3 Application

- (1) Nothing in this Bylaw relieves a person from complying with any provision of any federal or provincial law or regulation, other bylaw or any requirement of any lawful permit, order or license.
- (2) Any heading, sub-headings, or tables of contents in this Bylaw are included for guidance purposes and convenience only, and shall not form part of this Bylaw.
- (3) Where this Bylaw refers to another Act, bylaw, regulation or agency, it includes reference to any Act, bylaw, regulation or agency that may be substituted therefore.
- (4) All the schedules attached to this Bylaw shall form a part of this Bylaw.
- (5) This Bylaw is gender-neutral and, accordingly, any reference to one gender includes another.

PART II - PROVISION OF WATER SERVICES

4 Other Public Utilities Prohibited

- (1) All Water Services provided within the Town shall be provided by CUI, subject to any exceptions identified in the Franchise Agreement.

5 Terms and Conditions

- (1) All Water Services provided within the Town by CUI shall be provided in accordance with the Terms and Conditions of Water Service in Schedule "A".

6 Rates, Fees and Charges

- (1) CUI will provide Water Services to Customers within the Town at the rates, fees or other charges specified in Schedule "B".
- (2) Where rates, fees or charges have not been established in Schedule "B" for a particular service CUI may establish charges for services provided. Charges established by CUI become effective and binding upon a Customer or other Person affected when delivered to the Chief Administrative Officer by CUI. Without limiting the generality of the foregoing, CUI may establish charges for the following:
 - (a) Service connection fees and/or developer contributions;
 - (b) Meter accuracy tests;
 - (c) Meter resizing;
 - (d) Repair or replacement of damaged CUI Facilities where the Facilities are under the Customer's care or have been operated or interfered with by the Customer;
 - (e) Application for a new Account or change of Account;

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- (f) Disconnection of service for non-payment;
 - (g) Collection charges;
 - (h) Missed appointment(s) or no access;
 - (i) Fire hydrant permits;
 - (j) Water Service turn-on/turn-off at Customer request;
 - (k) After hour service callout;
 - (l) Meter installation and removal;
 - (m) Frozen/damaged Meter;
 - (n) Late payment penalties;
 - (o) Security deposits;
 - (p) NSF payment.
- (3) All additional services provided by CUI to a Customer will be billed to the Customer in accordance with an agreement between the Customer and CUI.
- (4) CUI will operate and maintain the Water System at no additional charge to any Customer beyond the charges outlined in subsections (1), (2) and (3) except for costs arising from:
- (a) requirements or requests for specific non-routine services not more particularly described in this Section or the acts or omissions of any particular Customer or defined group of Customers, or
 - (b) repairs or remedies of any loss or damage to Facilities or other property that is caused by a Customer or any other party for whom a Customer is responsible in law, including, without limitation, any costs or damages described in any judgment of a court in CUI's favour

and such additional costs may at CUI's sole option (and in addition to any other legally available remedies) be added to a Customer's Account as an additional amount due and payable by the Customer to CUI.

7 Water Services Guidelines

- (1) CUI may adopt, amend, repeal and replace Water Services Guidelines from time to time as CUI deems advisable to supplement the Terms and Conditions of Water Services set out in Schedule "A".

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- (2) Water Services Guidelines become effective and binding upon a Customer or other person affected when delivered to the Chief Administrative Officer by CUI.
- (3) Without limiting the generality of subsection (1), Water Services Guidelines may deal with any or all of the following subject matters:
- (a) procedures or requirements that a Customer must comply with before a Service Connection is installed or activated, or before Water Services are provided, or as a condition of ongoing provision of Water Services;
 - (b) Customer Accounts, including without limitation provisions or requirements concerning: opening an Account, making payments on an Account, consequences for failure to pay Accounts in full, lost bills, dishonoured cheques, collection of delinquent Accounts, adjusting improperly billed Accounts, Water Service application fees, handling of confidential Customer Account information, closing an Account, and any other matter relating to Customer Accounts;
 - (c) measurement of water consumption, including without limitation provision or requirements concerning: meter inspection and testing, meter settings, chambers and installations, meter reading, disputes concerning meter data, estimates of consumption private or subsidiary meters, remote meter reading devices, relocation of meters, access for meter readers, and adjustments to bills when meters have malfunctioned;
 - (d) procedures or requirements concerning investigating Customer complaints and concerns;
 - (e) procedures or requirements for provision of temporary Water Services, including without limitation Water Services provided during the construction phase of a development;
 - (f) procedures or requirements for upgrading, re-sizing, relocating or otherwise changing a Service Connection, whether at the instigation of CUI or at the request of a Customer;
 - (g) the turn-on and turn-off of Water Services, whether at the instigation of CUI or at the request of a Customer;
 - (h) supply of water for firefighting purposes, including without limitation procedures or requirements concerning the maintenance of public and private fire hydrants and permissible use of water from fire hydrants;

8 Notices

- (1) In any case in which CUI is required to provide written notice to a Customer pursuant to this Bylaw, CUI shall serve notice either:
- (a) personally; or

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- (b) by mailing or delivering a copy of the notice to the last known address of the Customer as disclosed in the Alberta land titles registry certificate of title for the Property;

PART III - ENFORCEMENT

9 Offence

- (1) A Person who contravenes any provision of this Bylaw is guilty of an offence.

10 Continuing Offence

- (1) In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues and a Person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such day.

11 Vicarious Liability

- (1) For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed also to be an act or omission of the Person if the act or omission occurred in the course of the employee's employment with the Person, or in the course of the agent's exercising the powers or performing the duties on behalf of the Person under their agency relationship.

12 Corporations and Partnerships

- (1) When a corporation commits an offence under this Bylaw, every principal, director, manager, employee or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence whether or not the corporation has been prosecuted for the offence.
- (2) If a partner in a partnership is guilty of an offence under this Bylaw, each partner in that partnership who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence.

13 Fines and Penalties

- (1) A Person who is guilty of an offence is liable to a fine in an amount not less than \$250.00 and not exceeding \$10,000.00, and to imprisonment for not more than 6 months for non-payment of a fine.
- (2) Without restricting the generality of subsection (1) the fine amounts established for use on Violation Tickets if a voluntary payment option is offered are as set out in Schedule "C".

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14 Violation Ticket

- (1) A Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act* to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- (2) If a Violation Ticket is issued in respect of an offence, the Violation Ticket may;
 - (a) specify the fine amount established by this Bylaw for the offence; or
 - (b) require a Person to appear in court without the alternative of making a voluntary payment.

15 Voluntary Payment

- (1) A Person who commits an offence may;
 - (a) if a Violation Ticket is issued in respect of the offence; and
 - (b) if the Violation Ticket specifies the fine amount established by this Bylaw for the offence;

make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.

16 Obstruction

- (1) No Person shall obstruct, hinder or impede any authorized representative of the Town or CUI in the exercise of any of their powers or duties pursuant to this Bylaw.

PART IV - GENERAL

17 Schedules

- (1) The following schedules are included in, and form part of this Bylaw:
 - (a) Schedule "A" – Terms and Conditions of Water Services;
 - (b) Schedule "B" – Rates, Fees and Charges;
 - (c) Schedule "C" – Specified Penalties.

18 Severability

- (1) If any Section or parts of this Bylaw are found in any court of law to be illegal or beyond the power of Council to enact, such Section or parts shall be deemed to be severable and all other Sections or parts of this Bylaw shall be deemed to be separate and independent there from and to be enacted as such.

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19 General

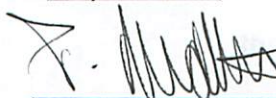
- (1) This Bylaw shall take effect on the day which it is finally passed.
- (2) Bylaw No. 004-06, being the Waterworks Bylaw, Bylaw No. 004-13, being the Waterworks Bylaw Amendment and Bylaw No. 038-08, being the Water Usage Bylaw, are hereby repealed in their entirety.

READ A FIRST TIME THIS 3rd DAY OF September .


READ A SECOND TIME THIS 3rd DAY OF September .

READ A THIRD TIME THIS 3rd DAY OF September .

Resolution Numbers –
314-13, 315-13, 316-13, 317-13



MAYOR



CAO

SCHEDULE "A"

TERMS AND CONDITIONS OF WATER SERVICES

PART I - DEFINITIONS

1 Definitions

- (1) The following words and phrases, whenever used in these Terms and Conditions or in an application, contract or agreement for service under these Terms and Conditions, shall have the meanings set forth below:
- (a) **"Account"** means an agreement between a Customer and CUI for the supply of Water Services of which the terms of the Water Bylaw shall form a part and includes the amounts payable from time to time by the Customer to CUI;
 - (b) **"Council"** means the municipal council of the Town;
 - (c) **"Cross Connection"** means any temporary, permanent, or potential connection of any piping, fixture, fitting, container or appliance to the Water System that may allow backflow to occur, including but not limited to: swivel or changeover devices, removable sections, jumper connections, and bypass arrangements;
 - (d) **"CUI"** means Chestermere Utilities Incorporated;
 - (e) **"Curb Stop"** means a valve connected to a Water Service Line enabling the turning-on and shutting-off of the water supply to a Customer's Property;
 - (f) **"Customer"** means any Person that receives Water Services and where the context or circumstances so require includes any Person who makes or has made an application for Water Services or otherwise seeks to receive Water Services, and also includes any Person acting as an agent or representative of a Customer;
 - (g) **"Engineering Design Standards"** means CUI's Minimum Engineering Design Standards, or in the absence of such standards, generally accepted municipal engineering standards;
 - (h) **"Emergency"** means a condition that creates an imminent danger or a real possibility of Property damage, or personal injury, or when a condition or situation is declared to be an emergency by Council, or the Federal or Provincial Crown, or other civil authority having jurisdiction;
 - (i) **"Facilities"** means any infrastructure forming part of the Water System, including without limitation: water treatment plants, reservoirs, pumping stations, Water Mains, Water Service Lines, Curb Stops, valves, fittings, fire hydrants, chambers, Meters, Cross Connection control devices and all other equipment and machinery of whatever kind owned by CUI that is used to produce and supply potable water to Customers;

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- (j) **"Force Majeure"** means circumstances not reasonably within the control of CUI, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, high water, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, mechanical breakdowns, intervention of federal, provincial or local government or any of their agencies or boards, the order or direction of any court, and any other cause, whether of the kind herein described or otherwise;
- (k) **"Meter"** means the individual or compound water meter and all other equipment and instruments, including but not limited to, radio frequency units and remote meter reading devices supplied and used by CUI to calculate and register the amount of water consumed relative to the land and buildings that the Meter is designed to monitor;
- (l) **"Owner"** means:
 - (i) in the case of land, the Person who is registered under the *Land Titles Act* as the owner of the fee simple estate in the parcel of land; or
 - (ii) in the case of any property other than land, the Person in lawful possession of it;
- (m) **"Person"** means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative to whom the context applies according to law;
- (n) **"Private Water Line"** means that portion of a Service Connection, which extends from the Service Connection Point to and within a Customer's Property, comprised of the Customer owned assembly of pipes, fittings, fixtures, traps and appurtenances for providing water to a Customer's Property, excluding the Meter owned by CUI;
- (o) **"Property"** means:
 - (i) in the case of land, a parcel of land including any buildings; or
 - (ii) in other cases, personal property;
- (p) **"Service Connection"** means all of the Facilities required to achieve a physical connection between CUI's Water Main abutting a Customer's Property and a Private Water Line to allow a Customer to receive potable water, which includes a Water Service Line, a Service Connection Point and a Private Water Line;
- (q) **"Service Connection Point"** means the point on the Service Connection where a Water Service Line physically connects to a Private Water Line, which will ordinarily be a point at or near a Customer's Property line, but may be within the boundaries of an easement area granted to CUI for its Water System;

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- (r) **"Subsidiary Meter"** means a privately owned Meter installed on Property at the Customer's expense and utilized strictly for the Customer's purposes;
- (s) **"Tenant"** means a Person who is not an Customer but who is in legal possession of a Property to which Water Service is provided;
- (t) **"Terms and Conditions"** means the terms and terms and conditions in respect of Water Services described in this Schedule "A";
- (u) **"Town"** means the municipal corporation of the Town of Chestermere and its duly authorized employees, agents, contractors and other representatives or the geographic area contained within the boundaries thereof, as the context requires;
- (v) **"Water Demand Management Measures"** means restrictions upon the use of water for non-essential purposes, including but not limited to: irrigation, watering livestock, washing of vehicles, driveways or sidewalks, and any other purpose where water is utilized externally to a building and on any certain day or for a certain time period;
- (w) **"Water Main"** means those pipes installed for the conveyance of water within the Town to which Service Connections may be connected;
- (x) **"Water Service Line"** means that portion of a Service Connection owned by CUI that extends from the Water Main to the Service Connection Point;
- (y) **"Water Services"** means the provision of potable water by CUI to a Customer's Property and associated services offered to the Customer under this Bylaw;
- (z) **"Water System"** means the Facilities used by CUI to supply potable water to Customers, which is deemed to be a public utility within the meaning of the *Municipal Government Act*.

PART II - PROVISION OF WATER SERVICES

2 Relationship between CUI and Customers

- (1) CUI will, insofar as there is sufficient capacity and supply, supply Water Services, upon such terms as CUI considers advisable, to any Customer within the Town situated along a Water Main.
- (2) These Terms and Conditions govern the relationship between CUI and all of its Customers. Every Customer, by applying for or using a Service Connection or Water Services or other services of any kind provided by CUI under the authority of the Water Bylaw, is deemed to have accepted these Terms and Conditions and is bound by and subject to them.
- (3) Unless otherwise agreed in writing by CUI and a Customer, provision of Water Services or other services by CUI to Customers will occur only in accordance with these Terms and Conditions.

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3 No Guarantee of Continuous Supply

- (1) CUI does not guarantee or warrant the continuous supply of potable water and CUI reserves the right to change the operating pressure, restrict the availability of Water Services or to disconnect Water Services, in whole or in part, with or without notice, in accordance with this Bylaw.
- (2) Customers depending upon a continuous and uninterrupted supply or pressure of water or who require or have processes or equipment that require particularly clear or pure water shall provide such facilities, as they are considered necessary and subject to the prior approval of CUI, to ensure a continuous and uninterrupted supply, pressure or quality of water required for this use. CUI assumes no responsibility for same.
- (3) CUI shall not be liable for damages, including losses caused by a break within the Water System or caused by the interference or cessation of water supply including those necessary or advisable regarding the repair or proper maintenance of the Water System or generally for any accident due to the operation of the Water System or for the disconnection of a Service Connection nor by reason of the water containing sediments, deposits, or other foreign matter.

4 Water Demand Management Measures

- (1) CUI may, at such times and for such lengths of time as is considered necessary or advisable, implement Water Demand Management Measures to restrict water usage to any or all parts of the Town.
- (2) All water restrictions shall be advertised by use of local media, printed or otherwise, prior to taking effect.
- (3) No Person shall contravene the terms or conditions of any Water Demand Management Measures, without first obtaining CUI's authorization.

5 Alternate Water Supply

- (1) No Person shall, unless authorized in writing by CUI, allow water to be supplied to a Property lying along a Water Main by way of a well, spring or other source of water supply that is not connected to the Water System.
- (2) CUI may allow a Person to use an alternate source of water supply subject to such terms and conditions as CUI deems necessary, including but not limited to imposing a limit on the period of time for which an alternate source of water supply may be used.
- (3) No Person who has been granted permission by CUI to use an alternate water supply under this section shall allow the alternate source of water to be connected, directly or indirectly, to the Water System.

6 Resale and Supply of Water

- (1) No Person shall, unless authorized by CUI in writing:

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- (a) resell water obtained from the Water System to any other Person;
- (b) supply water obtained from the Water System to any Person who intends to sell the water; or
- (c) supply water from the Water System to any Property that could be supplied with water through its own Service Connection.

7 Unauthorized Use of Water

- (1) No Person shall use water from the Water System, or allow water obtained from the Water System to be used:
 - (a) in an unauthorized manner;
 - (b) in a manner that will impede water use by other Customers;
 - (c) unless an Account has been opened by the Customer;
 - (d) unless the water has first passed through a Meter.
- (2) If CUI finds an unauthorized use of water including without restriction as a result of any tampering with a Meter or other Facilities, CUI may make such changes in its Meters, appliances, or other Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities, and also to ensure the safety of the general public.
- (3) Upon finding an unauthorized use of water, CUI may disconnect the Service Connection immediately, without notice and shall charge the Person all costs incurred in correcting the condition, in addition to any other rights and remedies that may be available to CUI.
- (4) A Person that uses water in contravention of this Section shall pay the following charges:
 - (a) The applicable rate for the water used and, where necessary, based on an estimate by CUI of the amount of water used in contravention of this Section;
 - (b) All costs incurred by CUI in dealing with the contravention; and
 - (c) Any other applicable fees or charges provided for in this Bylaw.

8 Fees, Rates and Charges

- (1) CUI will provide Water Services at the fees, rates and other charges specified in the Water Bylaw
- (2) All additional services provided by CUI to a Customer will be billed to the Customer in accordance with an agreement between the Customer and CUI.

PART III - SERVICE CONNECTIONS

9 Application for Service Connection

- (1) A Customer requesting Water Services involving a new Service Connection shall apply to CUI by paying all associated fees and supplying information regarding the location of the Property to be served, the manner in which the Service Connection will be utilized, and any other information that may be reasonably required by CUI.
- (2) Upon receipt of all required information and fees, verification of the Customer's identity and the accuracy of the information, CUI will advise the Customer whether and on what terms CUI is prepared to supply Water Services to the Customer, the type and character of the Service Connection it is prepared to approve for the Customer, and any conditions, including without limitation, payments by the Customer, that must be satisfied as a condition of installation of a Service Connection and supply of Water Services.

10 Easements and Rights-of-Way

- (1) At the request of either the Town or CUI, the Customer shall grant or cause to be granted to the Town or CUI or both, without cost to the Town or CUI, such easements or rights-of-way over, upon or under Property owned or controlled by the Customer as the Town or CUI or both may reasonably require for the construction, installation, maintenance, repair, and operation of the Water System.

11 Authorizations and Approvals for Private Water Line

- (1) The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Water Line.
- (2) CUI shall not be required to commence Water Services to a Property unless and until the Customer has complied with the requirements of all governmental authorities, permits, certificates, licenses, inspections, reports and other authorizations, all right-of-way agreements, and all of CUI's requirements applicable to the installation and operation of the Private Water Line. CUI reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

12 Temporary Water Services

- (1) CUI may provide temporary, metered Water Services for bulk water purchases upon such terms and conditions as approved by CUI, including but not limited to payment of a security deposit for the rental of the Meter and a Meter rental fee. The Customer will pay the bulk water rates and charges as specified in the Water Bylaw for bulk water purchases.
- (2) CUI may provide temporary, unmetered Water Services wherever practicable to a Customer for purposes of facilitating construction of a new development. The Customer will pay a rate, charge or fee for such Water Services as specified in the Water Bylaw. A Customer who is receiving unmetered Water Services for the construction phase of a

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development ceases to be entitled to take unmetered Water Services at the construction rate and is required to apply for metered Water Services when

- (i) a Town final inspection is used for the development; or
- (ii) the development is being used for its intended purpose;

whichever event occurs first.

13 Design and Engineering Requirements for Service Connections

- (1) Detailed requirements for engineering and construction of Service Connections are set out in the Engineering Design Standards, or as may be otherwise directed by CUI. It is the Customer's responsibility to supply, at the Customer's cost, any plans and engineering reports pertaining to the Service Connection that CUI may reasonably require, signed and sealed by a professional engineer.

14 Construction of Service Connections

- (1) CUI shall provide and install all Facilities up to the Service Connection Point, subject to the terms of this Bylaw including without limitation, payments by the Customer.
- (2) The Customer shall be responsible for the installation and condition of the Private Water Line and all other piping and equipment or other facilities of any kind whatsoever on the Customer's side of the Service Connection Point and:
 - (a) shall ensure that the Customer's proposed Private Water Line receives approval from CUI prior to construction; and
 - (b) shall not backfill the excavation until such time as CUI has inspected the work or has advised approval of the work.

15 Customer Responsibility for Service Connection

- (1) The Customer assumes full responsibility for the proper use of the Service Connection and any Water Services provided by CUI and for the condition, suitability and safety of any and all devices or equipment necessary for receiving Water Services that are located on the Customer's Property.
- (2) The Customer shall be responsible for determining whether the Customer requires any devices to protect the Customer's Property from damage that may result from the use of a Service Connection or Water Services, or to protect the safety or reliability of the Water System. The Customer shall provide and install any such devices at the Customer's sole expense.

16 Compliance with Requirements and Use of Service Connection

- (1) A Customer shall ensure that the Customer's facilities comply with the requirements of this Bylaw, any statute, code or regulation and with CUI's specifications.

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- (2) A Customer shall not use a Service Connection or any Water Services received in a manner so as to interfere with any other Customer's use of a Service Connection or Water Services.
- (3) A Customer who has breached subsection (2) shall, at CUI's request, take whatever action is required to correct such interference or disturbance at the Customer's expense.

17 Abandonment of Service Connection

- (1) Whenever a Customer no longer requires a Service Connection, or wishes to abandon a Service Connection, the Customer shall first obtain approval from CUI for the method and location of abandonment and the Customer shall assume responsibility for all costs associated with the same.

PART IV - WATER METERS

18 Provision and Ownership of Meters

- (1) All water supplied by CUI through each Service Connection shall be measured by one Meter unless CUI, in its sole discretion, has specified otherwise.
- (2) CUI shall, at the Customer's sole cost, supply and install one or more Meters for the purpose of measuring the volume of water delivered to a Customer by way of a Service Connection. Each Meter shall remain the sole property of CUI, notwithstanding the Customer has paid CUI's costs of supply, unless CUI and the Customer have expressly agreed in writing otherwise.
- (3) In the case of new construction, a Customer's Property shall only be approved for occupancy by the Town after the Meter is installed and an Account opened.

19 Responsibilities of Customer

- (1) Each Customer shall ensure that a location on the Customer's Property for Meter installation is provided, and that access to the Meter is provided for the purpose of reading or servicing the Meter, in accordance with all applicable Water Service Guidelines.
- (2) Each Customer shall provide adequate protection for the Meter supplied by CUI against freezing, heat or any internal or external damage.
- (3) When a Meter is damaged due to frost, heat or any other condition or means against which the Customer neglected to provide adequate protection, the cost of removal and repair or replacement of the Meter shall be borne by the Customer.

20 General Meter Restrictions

- (1) No Person, other than an authorized agent of CUI, shall install, test, remove, repair, replace, or disconnect a Meter.
- (2) No Person shall break, tamper, or interfere with any Meter.

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- (3) If a Meter is lost, damaged or destroyed, the Customer shall pay for the entire cost of the Meter removal, repair and reinstallation or for the cost of replacing the Meter.
- (4) No Person shall obstruct or impede direct and convenient access to Meters for the purpose of inspection, removal, repair, replacement or reading.

21 Subsidiary Meters

- (1) A Customer may, for his own benefit, and at his own cost, install a Subsidiary Meter between the Meter supplied by CUI and the point of use of the water supplied, provided that CUI shall under no circumstances be required to maintain or read a Subsidiary Meter installed under this Section.
- (2) All Subsidiary Meters shall remain the property of the Owner.
- (3) Where, in the opinion of CUI, a Subsidiary Meter has been installed in a manner so as to interfere with the operation of or access to CUI's Meter, CUI may direct, in writing, that the Customer relocate or remove the Subsidiary Meter within a time frame selected by CUI.

22 Access to Meters

- (1) CUI may, at any reasonable time, read, inspect, remove or test a Meter installed on Property owned or controlled by the Customer.

23 Meter Readings

- (1) Where 2 consecutive estimated Meter readings have been used for billing purposes due to the Meter not being read by an authorized representative of CUI:
 - (a) a notice may be left at the Customer's address requesting the Customer to contact CUI within 2 working days, advising of the date and time that CUI will be able to have access to the Meter for the purpose of obtaining an actual Meter reading; or
 - (b) in the case where the Customer does not contact CUI within 2 working days, CUI may disconnect the Service Connection without any further notice until such time as an actual Meter reading can be obtained.

24 Meter Testing

- (1) At the request of a Customer, CUI shall arrange for Meter verification and if necessary, shall arrange for a Meter to be tested by a person qualified to perform such work. If, upon verification or testing or both, the Meter is found to be recording accurately, which for this purpose is defined as recording between 95% and 105% of actual consumption, then the Customer shall pay all applicable fees and charges for this service.
- (2) If the Meter is found to be recording inaccurately as defined above, CUI will:

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- (a) Repair or replace the Meter and the cost, along with the costs of verification and testing, shall be borne by CUI; and
 - (b) The Account based on the readings of that Meter during the period of 4 months immediately preceding the date of the test or calibration shall be corrected to reflect the error in the Meter and the Customer shall pay, or shall be refunded, as the case may be, the amount so determined, which payment or refund shall be accepted by both CUI and the Customer in full settlement of any claim that may arise out of the error in the Meter.
- (3) CUI may at any time inspect or test any Meter, on its own initiative, regardless of whether the Customer has requested inspection or testing. In such case no fees or charges are payable by the Customer.

25 Circumvention of Meter

- (1) If under any circumstances, a Person other than an authorized agent of CUI prevents a Meter from accurately recording the total volume of water supplied, CUI may disconnect the Service Connection or take other appropriate actions to ensure access to accurate Meter data or both.
- (2) CUI may then estimate the demand and amount of water supplied but not recorded by the Meter at the Service Connection. The Customer shall pay the cost of the estimated water consumption plus all costs related to the investigation and resolution of the matter.

PART V - FIRE HYDRANTS AND OTHER FACILITIES

26 Use of Water from Fire Hydrants

- (1) Unless authorized by CUI, no Person shall operate or interfere with a fire hydrant, whether CUI owned or privately owned, except as necessary for firefighting purposes.
- (2) A Customer requesting authorization to use water from a fire hydrant shall apply to CUI by paying all associated fees and supplying information regarding the location of the fire hydrant to be accessed, the manner in which it will be used, and any other information that may be reasonably required by CUI.
- (3) CUI will advise the Customer whether and on what terms CUI is prepared to authorize use of a fire hydrant and any conditions (including without limitation, payments by the Customer) that must be satisfied as a condition of using a fire hydrant.

27 Fire Hydrant Flow Tests

- (1) No Person shall conduct fire hydrant flow tests without first obtaining the authorization of CUI.
- (2) Fire hydrant flow tests shall be conducted at the Customer's sole expense, including all costs associated with having a CUI representative attend to witness the test.

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28 Private Fire Hydrants

- (1) A Customer who wishes to install a private fire hydrant on the Customer's Property may, upon obtaining approval for the installation from CUI, do so at the Customer's sole expense.
- (2) A Customer shall ensure that every private fire hydrant located on the Customer's Property maintains an adequate volume, pressure and flow rate of water required for firefighting purposes.
- (3) CUI may, at any reasonable time, inspect and test a private fire hydrant for compliance with the Water Bylaw or request the Customer to supply test results.

29 Interference with Fire Hydrants

- (1) No Person shall do anything to obstruct access to, or interfere with the operation of, a fire hydrant.
- (2) Each Customer who owns Property on which a fire hydrant is located or Property that is adjacent to Property on which a fire hydrant is located shall maintain a clearance of at least 1 meter around a fire hydrant and shall not permit anything to be constructed, erected, placed or planted within that minimum clearance.

30 Operation of Curb Stops

- (1) No Person, other than an authorized representative of CUI, shall operate a Curb Stop on any Property.

31 Ownership of Facilities

- (1) CUI retains ownership of all Facilities necessary to provide Water Services to a Customer, up to and including the Service Connection Point, unless a written agreement between CUI and a Customer specifically provides otherwise.
- (2) Payment made by a Customer for costs incurred by CUI for supplying and installing Facilities does not entitle the Customer to ownership of any such Facilities, unless a written agreement between CUI and the Customer specifically provides otherwise.

32 Access to Facilities

- (1) No Person shall obstruct or impede CUI's free and direct access to any Facilities, including without limitation, Water Mains, valves, Curb Stops, fire hydrants, or Meters.
- (2) A Customer shall be responsible for managing vegetation on the Property owned or controlled by the Customer to maintain adequate clearances and reduce the risk of contact with CUI's above-ground Facilities.
- (3) A Customer shall not install or allow to be installed on Property owned or controlled by the Customer any temporary or permanent structures that could interfere with the proper

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and safe operation of CUI's Facilities or result in non-compliance with applicable statutes, regulations, standards or codes.

- (4) Where a Customer contravenes any provision of this Section and fails to remedy such contravention within 10 days after receiving from CUI a notice in writing to do so, then in addition to any other legal remedy available CUI may take any steps necessary to remedy the contravention and may charge any costs of doing so to the Customer's Account.

33 Interference with or Damage to Facilities

- (1) No Person shall interfere with or alter any Meter, seals or other Facilities or permit the same to be done by any Person other than an authorized agent of CUI.
- (2) A Customer is responsible to pay for the cost of repairing, replacing or otherwise remedying any damage to or loss of Facilities located on the Customer's Property unless occasioned by circumstances as determined in the CUI's sole discretion to have been beyond the Customer's control.

34 Protection of Facilities on Customer's Property

- (1) The Customer shall furnish and maintain, at no cost to CUI, the necessary space and protective barriers to safeguard Facilities installed or to be installed upon the Customer's Property. If the Customer refuses, CUI may, at its option, furnish and maintain, and charge the Customer for furnishing and maintaining, the necessary protection. Such space and protective barriers shall be in conformity with applicable laws and regulations and subject to CUI's specifications and approval.

35 Cross Connections

- (1) No Customer shall install or allow to exist any connection or Cross Connection that could cause or allow drinking water in any part of the Water System to become contaminated or polluted in any way.
- (2) Where CUI determines that there exists a connection or Cross Connection prohibited by this Section, CUI shall give notice to the Customer to correct the connection or Cross Connection at the expense of the Customer within the time specified in the notice and may, in addition to any other legal remedy, disconnect the Service Connection immediately for such time as the prohibited connection or Cross Connection continues.

36 Customer to Pay Relocation Costs

- (1) The Customer shall pay all costs of relocating CUI's Facilities at the Customer's request, if such relocation is for the Customer's convenience, or if necessary to remedy any violation of law or regulation caused by the Customer. If requested by CUI, the Customer shall pay the estimated cost of the relocation in advance.

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37 Prohibited Extension of Customer Owned Facilities

- (1) A Customer shall not extend or permit the extension of a Private Water Line or any other Customer-owned piping, equipment or other assets that are connected directly or indirectly to the Water System, beyond the Property in respect of which they are used to supply Water Services through a Service Connection.

PART VI - UTILITY ACCOUNTS

38 Requirement for Account

- (1) The Owner of a Property shall apply for an Account with CUI and pay all applicable fees as a condition of obtaining Water Services, regardless of whether the provision of services requires installation of a new Service Connection(s) or construction of any new Facilities.
- (2) Except as provided under this Bylaw, CUI shall not grant Water Services to a Tenant.
- (3) Notwithstanding subsection (2) above, an Owner may request to have bills mailed to the Tenant at a Property under the Owner's name; however, the Owner of a Property where Water Services are received shall be responsible for all services delivered or consumed and all fees, rates and charges levied for services delivered or consumed.
- (4) Upon the change of ownership of a Property supplied with Water Services, the new Owner shall apply for an Account with CUI, failing which CUI may deem an application to have been received from the new Owner of the Property and open an Account in the new Owner's name.

39 Security Deposits

- (1) CUI may, in its sole discretion, at the time of a Customer's application for Water Services or at any time thereafter require the Customer to post a security deposit or increase an existing security deposit.
- (2) CUI may, in its sole discretion, determine that a Customer is not required to post a security deposit or is no longer required to maintain an existing security deposit.
- (3) A deposit made by a Customer shall be returned to the Customer when a Customer's Water Services are terminated and the Customer's Account is closed. Where a Customer's Water Services are terminated and the Customer's Account is closed for non-payment, prior to any refund, the security deposit will be applied to the balance owing by the Customer to CUI.
- (4) CUI is not obliged to pay interest on any security deposit held by CUI to a Customer.

40 Obligation to Pay

- (1) CUI may add to a Customer's Account the charges for all Water Services provided by CUI to the Customer, and the Customer is obligated to pay in full all such charges

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without reduction or set-off for any reason whatsoever, on or before the due date for the charges.

- (2) No reduction in charges for Water Services will be made for water supplied to or made available for use by any Customer because of any interruption due to any cause whatsoever of the water supply.
- (3) The amount of the billing shall be based upon the rates, fees and charges set out in the Water Bylaw, with water consumption being determined by the applicable Meter reading obtained on a bi-monthly basis, or such other frequency in the discretion of CUI. Where a Meter reading is not obtainable, at the discretion of CUI, an estimate may be used.
- (4) Payment on Accounts may be made to CUI at such locations designated, and under any payment methods approved, by CUI from time to time.

41 Past Due Accounts

- (1) A late payment charge shall be applied to all charges on a Customer's Account if the Customer's payment has not been received by CUI by the due date. The Customer shall also be charged a charge for each cheque returned for insufficient funds, or for any other reason.
- (2) Any charge on a Customer's Account remaining unpaid after the due date will be in arrears and constitute a debt owing to CUI and is recoverable by any or all of the following methods, namely:
 - (a) by action, in any Court of competent jurisdiction;
 - (b) by disconnecting the Service Connection to the Customer, and imposing a re-connection fee prior to re-establishing Water Services;
 - (c) by Council adding the outstanding Account balance to the tax roll of an Owner of a Property in accordance with the *Municipal Government Act*.

42 Disconnection without Notice

- (1) If CUI believes there is any actual or threatened danger to life or Property, or in any other circumstances the nature of which, in CUI's sole judgment, requires such action, CUI has the right to withhold connection or to disconnect a Service Connection without prior notice to the Customer.

43 Disconnection with Notice

- (1) CUI may withhold connection or may disconnect a Customer's Service Connection (without prejudice to any of CUI's other remedies) after providing 48 hours advance notice to the Customer, as applicable, in the following circumstances:
 - (a) if the Customer neglects or refuses to pay when due any amounts required to be paid under this Bylaw, which amount is not the subject of a good faith dispute in accordance with all applicable Water Services Guidelines;

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- (b) as required by law;
- (c) if the Customer is in violation of any provision of the Water Bylaw, including without limitation these Terms and Conditions of Water Services, whether or not the Customer has been prosecuted for the offence; or
- (d) Any other similar circumstances to those described above that CUI determines, in its sole discretion, acting reasonably, require the withholding or disconnecting of service upon 48 hours' notice.

44 Reconnection of Service

- (1) Before CUI reconnects or restores Water Services or Sewer Services, the Customer shall pay:
 - (a) any amount owing to CUI for the provision of Water Services;
 - (b) the applicable disconnection and reconnection charges; and
 - (c) any applicable security deposit.

45 CUI's Right of Entry

- (1) As a condition of receipt of Water Services and as operational needs dictate, authorized representatives of CUI shall have the right to enter a Customer's Property at all reasonable times, or at any time during an Emergency, for the purpose of:
 - (a) installing, inspecting, maintaining, replacing, testing, monitoring, reading or removing CUI's Facilities;
 - (b) investigating or responding to a Customer complaint or inquiry;
 - (c) conducting an unannounced inspection where CUI has reasonable grounds to believe that unauthorized use of water or interference with Facilities, including but not limited to a Meter, has occurred or is occurring; and
 - (d) for any other purpose incidental to the provision of Water Services.
- (2) CUI will make reasonable efforts to notify the Customer in advance of entering a Customer's property or to notify any other Person who is at the Customer's property and appears to have authority to permit entry, except:
 - (a) in cases of an Emergency;
 - (b) where entry is permitted by order of a court or other authority having jurisdiction;
 - (c) where otherwise legally empowered to enter; or
 - (d) where the purpose of the entry is in accordance with subsection (1)(c) above.

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- (3) The Customer shall pay a no access fee sufficient to cover CUI's reasonable out-of-pocket and administrative costs, if CUI's lawful entry to a Customer's Property is prevented or hindered, whether by a Customer not keeping a scheduled appointment or for any other cause.

46 Removal of CUI Facilities

- (1) Where any Customer discontinues Water Services furnished by CUI, or CUI lawfully refuses to continue any longer to supply it, any authorized representative of CUI may at all reasonable times enter the Customer's Property to remove any Facilities in or upon such Property.

47 False Information

- (1) No Person shall supply false information or make inaccurate or untrue statements in a document or information required to be supplied to CUI pursuant to this Bylaw.

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**SCHEDULE "B"
RATES, FEES AND CHARGES**

Residential Water Service

The following rates and charges apply to all residential dwelling Customers in the Town of Chestermere.

Fixed Monthly Service Charge		\$18.98
Consumption Charge	0 m ³ – 18.0 m ³	\$0.86 per m ³
	Over 18.0 m ³	\$1.72 m ³

Non-Residential Water Service

The following rates and charges apply to all commercial, industrial and institutional Customers within the Town of Chestermere:

Fixed Monthly Service Charge		\$53.11
Consumption Charge	0 m ³ – 100.0 m ³	\$1.08 per m ³
	Over 100.0 m ³	\$1.72 m ³

Bulk Water

The following rates and charges apply:

Basic Charge	\$5.00 per day, minimum 3 days
Consumption Charge	\$1.94 per m ³

The use of water to test and flush water mains, hydrant leads and water service connections shall be calculated based on the flow rate and the charge shall be \$1.77 per cubic meter.

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**SCHEDULE "C"
SPECIFIED PENALTIES**

Section	Offence	Specified Penalty
s. 16(1)	Obstruct an authorized representatives	\$200
Schedule "A", s. 4(3)	Fail to comply with Water Demand Management Measures	\$500
Schedule "A", s. 5(1)	Obtain water from source not connected to the Water System	\$500
Schedule "A", s. 5(3)	Connect an alternate water source to the Water System	\$500
Schedule "A", s. 6(1)(a)	Unauthorized resale of water	\$500
Schedule "A", s. 6(1)(b)	Supply water to Person intending to resell water	\$500
Schedule "A", s. 6(1)(c)	Supply water to Property capable of own Service Connection	\$500
Schedule "A", s. 7(1)(a)	Use water in unauthorized manner	\$500
Schedule "A", s. 7(1)(b)	Impede water use of other Customers	\$200
Schedule "A", s. 7(1)(c)	Use water without an Account	\$500
Schedule "A", s. 7(1)(d)	Use water that did not pass through a Meter	\$500
Schedule "A", s. 14(2)(b)	Backfill before Service Connection inspection	\$250
Schedule "A", s. 16(2)	Interfere with another Customer's Service Connection/Water Services	\$200
Schedule "A", s. 20(1)	Unauthorized installation, testing, removal, repair, replacement or disconnection of Meter	\$500

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Schedule "A", s. 20(2)	Break, tamper or interfere with Meter	\$500
Schedule "A", s. 20(4)	Obstruct access to Meter	\$250
Schedule "A", s. 26(1)	Unauthorized operation of a fire hydrant	\$750
Schedule "A", s. 27(1)	Unauthorized fire hydrant flow test	\$750
Schedule "A", s. 29(1)	Obstruct access to or operation of a fire hydrant	\$300
Schedule "A", s. 29(2)	Fail to maintain one meter clearance around fire hydrant	\$300
Schedule "A", s. 30(1)	Unauthorized operation of Curb Stop	\$500
Schedule "A", s. 32(1)	Obstruct access to Facilities	\$500
Schedule "A", s. 32(3)	Install structure that interferes with proper and safe operation of Facilities	\$200
Schedule "A", s. 33(1)	Interfere with or alter Facilities	\$500
Schedule "A", s. 35(1)	Connection/Cross Connection that could contaminate water	\$750
Schedule "A", s. 37(1)	Extend Customer-owned infrastructure beyond Property	\$750
Schedule "A", s. 47(1)	Supply false or inaccurate information	\$200
Any subsequent offence		Double the specified penalty listed above