

THE TOWN OF CHESTERMERE

PROVINCE OF ALBERTA

BYLAW No. 027-13

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

WHEREAS pursuant to section 3 of the *Municipal Government Act* 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 wastewater 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, enacts as follows:

PART I - TITLE AND DEFINITIONS

1. Bylaw Title

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

2. Definitions

In this Bylaw:

- (a) **"Account"** means an agreement between a Customer and CUI for the supply of Wastewater 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;
- (d) **"CUI"** means Chestermere Utilities Incorporated;

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- (e) **"Customer"** means any Person that receives Wastewater Services and where the context or circumstances so require includes any Person who makes or has made an application for Wastewater Services or otherwise seeks to receive Wastewater Services, and also includes any Person acting as an agent or representative of a Customer;
- (f) **"Facilities"** means any infrastructure forming part of the Wastewater System, including without limitation: Wastewater treatment plants, sewage lagoons, pumping stations, Sewer Mains, Sewer Service Lines, valves, fittings, chambers, meters, and all other equipment and machinery of whatever kind owned by CUI that is used for the collection and transmission of Wastewater;
- (g) **"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;
- (h) **"Peace Officer"** means a police officer appointed 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*, R.S.A. 2000, C. P-34, as amended or replaced from time to time;
- (l) **"Wastewater"** means the composite of water and water-carried Substances Released from a Customer's Premises;
- (m) **"Wastewater Services"** means the removal of Wastewater by CUI from a Customer's premises and associated services offered to the Customer under this Bylaw and in accordance with the provisions of the Franchise Agreement;
- (n) **"Wastewater 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 Wastewater Services attached as Schedule "A" to this Bylaw; and
- (o) **"Wastewater System"** means the Facilities used by CUI for the collection, storage and transmission of Wastewater for Customers, which is deemed to be a municipal public utility within the meaning of the *Municipal Government Act*, R.S.A. 2000 c. M-26, as amended or replaced from time to time.

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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 the other.

PART II - PROVISION OF WASTEWATER SERVICES

4. Other Public Utilities Prohibited

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

6. Rates, Fees and Charges

- (1) CUI will provide Wastewater 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) Wastewater Surcharges;
 - (c) inspection fees;
 - (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) reconnection fees;
 - (h) collection charges;
 - (i) missed appointment(s) or no access;
 - (j) after hour service callout;
 - (k) late payment penalties;
 - (l) security deposits;
 - (m) 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 Wastewater System at no additional charge to any Customer beyond the charges outlined in subsections (1), (2) and (3) except for costs arising from:
- (i) 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,
 - (ii) repairs or remedies of any loss or damage to Facilities or other Premises 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. Wastewater Services Guidelines

- (1) CUI may adopt, amend, repeal and replace Wastewater Services Guidelines from time to time as CUI deems advisable to supplement the Terms and Conditions of Wastewater Services set out in Schedule "A".
- (2) Wastewater 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), Wastewater Services Guidelines may deal with any or all of the following subject matters:

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- (a) procedures or requirements that a Customer must comply with before a Service Connection is installed or activated, or before Wastewater Services are provided, or as a condition of ongoing provision of Wastewater 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, Wastewater Service application fees, handling of confidential Customer Account information, closing an Account, and any other matter relating to Customer Accounts;
- (c) procedures or requirements concerning investigating Customer complaints and concerns;
- (d) 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;
- (e) procedures or requirements for Wastewater monitoring and testing;
- (f) Extra strength Surcharge Agreements ; and
- (g) Wastewater Agreements.

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
 - (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 Premises;

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.

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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 \$100.00 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 Municipal Tags and Violation Tickets if a voluntary payment option is offered are as set out in Schedule "C".

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

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- (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 Wastewater Services;
 - (b) Schedule "B" – Rates, Fees and Charges;
 - (c) Schedule "C" – Specified Penalties;
 - (d) Schedule "D" – Prohibited Substances;
 - (e) Schedule "E" – Restricted Substances;
 - (f) Schedule "F" – Surcharge Substances.

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 Section 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. 007-11, being the Wastewater Bylaw is hereby repealed in its 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 –
322-13, 323-13, 324-13, 325-13



MAYOR



CAO

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SCHEDULE "A"

TERMS AND CONDITIONS OF WASTEWATER 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 Wastewater 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) **"Adverse Effect"** means impairment of, damage to, any one or more of the following:
 - (i) human health or safety;
 - (ii) Premises;
 - (iii) the environment;
 - (iv) the Wastewater System;
 - (c) **"Biological Substance"** means a Substance from hospitals, medical clinics, medical laboratories, dental laboratories, dental clinics, veterinary clinics, health care facilities, necropsy facilities, research laboratories, biological research facilities, or from other similar facilities, which cannot be treated to acceptable levels by the Wastewater treatment process, and which may contain either a pathogenic Substance or an experimental biological substance;
 - (d) **"Biosolid"** means a solid or semi-solid Substance produced from Wastewater treatment processes that may be beneficially recycled;
 - (e) **"BOD"** or **"Biochemical Oxygen Demand"** means the quantity of oxygen in the oxidation of matter under standard laboratory conditions for 5 days at 20 degrees Celsius as set out in the Standard Methods;
 - (f) **"BTEX"** means the total of benzene, toluene, ethyl benzene, and xylenes;
 - (g) **"Clear Water Waste"** means water originating from sources other than Wastewater streams and includes the following:
 - (i) roof and Foundation Drainage;
 - (ii) remediated Groundwater;
 - (iii) remediated Storm Drainage or impounded Groundwater;

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- (iv) Non-Contact Cooling Water;
- (v) a Release as directed by Alberta Environment.
- (h) "**COD**" or "**Chemical Oxygen Demand**" means the quantity of oxygen utilized in the chemical oxidation of matter as set out in the Standard Methods;
- (i) "**Council**" means the municipal council of the Town;
- (j) "**Customer**" means any Person that receives Wastewater Services and where the context or circumstances so require includes any Person who makes or has made an application for Wastewater Services or otherwise seeks to receive Wastewater Services, and also includes any Person acting as an agent or representative of a Customer;
- (k) "**Domestic Wastewater**" means wastewater generated from premises as a result of human living processes, including cooking, cleaning, washing, drinking or other domestic activities;
- (l) "**Emergency**" means a condition that creates an imminent danger or a real possibility of Premises 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;
- (m) "**Engineering Design Standards**" means CUI's Minimum Engineering Design Standards, or in the absence of such standards, generally accepted municipal engineering standards;
- (n) "**Environmental Protection and Enhancement Act**" means the *Environmental Protection and Enhancement Act*, R.S.A. 2000, c. E-12, and regulations thereunder, as amended or replaced from time to time,
- (o) "**Extra Strength Surcharge Agreement**" means an agreement between CUI and a Person releasing Wastewater into Wastewater System that allows the Person to Release Extra Strength Wastewater into the Wastewater System;
- (p) "**Extra Strength Wastewater**" means Wastewater that contains one or more of the surcharge Substances described in Column 1 in Schedule "F" in excess of the concentration limits set for those Surcharge Substances in Column 3 of Schedule "F"
- (q) "**Facilities**" means any infrastructure forming part of the Wastewater System, including without limitation: Wastewater treatment plants, sewage lagoons, pumping stations, Sewer Mains, Sewer Service Lines, valves, fittings, chambers, Meters, and all other equipment and machinery of whatever kind owned by CUI that is used for the collection and transmission of Wastewater;
- (r) "**Flammable Liquid**" means a Substance that is liquid, or a mixture of liquids, or a liquid containing solids that has a flash point of not more than 61 degrees

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Celsius as determined by the American Society of Testing Materials method D93-08 for flash point by the Pensky-Martens closed cup tester;

- (s) **"FOG" or "Fats, Oils and Grease"** means organic matter extracted by n-hexane using the partition gravimetric procedure set out in Standard Methods;
- (t) **"Foundation Drainage"** means water collected beneath the surface of the ground by a foundation drain or weeping tile;
- (u) **"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;
- (v) **"Grab Sample"** means a single sample of wastewater, Clear Water Waste or Groundwater collected at a specific time and at a specific location;
- (w) **"Groundwater"** means all water under the surface of the ground;
- (x) **"Hauled Wastewater"** means wastewater, Septage, FOG or waste residue that is transported by a vehicle to a designated site for disposal to the Wastewater System;
- (y) **"Hazardous Substance"** means a Substance that is either a hazardous substance or a hazardous waste, or has the properties of hazardous waste as described in the *Environmental Protection and Enhancement Act*;
- (z) **"Hazardous Waste"** has the same meaning as in the *Environmental Protection and Enhancement Act*;
- (aa) **"Hydrocarbons"** means a non-polar organic matter extracted by n-hexane using the partition gravimetric procedure set out in Standard Methods;
- (bb) **"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 in the Premises that the Meter is designed to monitor;
- (cc) **"Monitoring Access Point"** means an access in or on a Premises that allows for the observation, sampling and flow measurement of Wastewater entering the Wastewater System, and includes a test manhole;
- (dd) **"Non-Contact Cooling Water"** means water used in a process for the purpose of removing heat and that has not, by design, come into contact with any additional Substance;
- (ee) **"Owner"** means:

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- (i) in the case of land, the Person who is registered under the *Land Titles Act*, R.S.A. 2000, c. L-4, as amended or replaced from time to time, as the owner of the fee simple estate in the parcel of land; or
 - (ii) in the case of any Premises other than land, the Person in lawful possession of it;
- (ff) **"PCB" or "Polychlorinated Biphenyl"** means any of the following:
 - (i) monochlorinated biphenyl;
 - (ii) polychlorinated biphenyl;
 - (iii) any mixture that contains either (i) or (ii);
 - (iv) any mixture that contains both (i) and (ii);
- (gg) **"Person"** means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative to whom the context applies according to law;
- (hh) **"Pesticide"** means a pesticide as defined and regulated in the *Environmental Protection and Enhancement Act*;
- (ii) **"Pharmaceutical"** means prescription and non-prescription drugs;
- (jj) **"Premises"** means any one or more of the following:
 - (i) land;
 - (ii) a building or a structure;
 - (iii) both (i) and (ii);
 - (iv) part of (i) or (ii)
- (kk) **"Pre-Treatment System"** means a treatment system or device that is designed to remove Substances or contaminants from Wastewater produced on site before that Wastewater passes into the Wastewater System, and includes Interceptors, Separators and Sumps;
- (ll) **"Private Sewer Line"** means that portion of a Service Connection, which extends from the Service Connection Point to and within a Customer's Premises, comprised of the Customer owned assembly of pipes, fittings, fixtures, traps and appurtenances for the collection and transmission of Wastewater into the Wastewater System, excluding the Meter owned by CUI;
- (mm) **"Private Wastewater System"** means a privately owned system for the collection, treatment and disposal of wastewater, and may include a septic tank with an absorption field or other approved means of disposal;

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- (nn) **"Prohibited Substance"** means any of the Substances described in Schedule "D" of this Bylaw;
- (oo) **"Radioactive Material"** means a nuclear Substance as defined in the *Nuclear Safety and Control Act*, S.C. 197, c. 9 and the regulations thereunder as amended or replaced from time to time;
- (pp) **"Release"** means:
- (i) to directly or indirectly conduct a Substance to the Wastewater System or a watercourse by spilling, discharging, disposing of, abandoning, depositing, leaking, seeping, pouring, draining, emptying, or by any other means, or
 - (ii) a spill, discharge, disposal, abandonment, deposit, leak, seep, pour, drain or emptying of a Substance into the Wastewater System or a watercourse;
- (qq) **"Restricted Substance"** means a Substance described in Schedule "E" of this Bylaw;
- (rr) **"Separator"** means a type of Pre-Treatment System;
- (ss) **"Septage"** means wastewater removed from a cesspool, septic tank system, privy vault or privy pit, chemical toilet, portable toilet, or other Wastewater holding structure;
- (tt) **"Service Connection"** means all of the Facilities required to achieve a physical connection between CUI's Sewer Main abutting a Customer's Premises and a Private Sewer Line to allow a Customer to Release Wastewater, which includes a Sewer Service Line, a Service Connection Point and a Private Sewer Line;
- (uu) **"Service Connection Point"** means the point on the Service Connection where a Sewer Service Line physically connects to a Private Sewer Line, which will ordinarily be a point at or near a Customer's Premises line, but may be within the boundaries of an easement area granted to CUI for its Wastewater System;
- (vv) **"Sewer Main"** means those pipes installed for the collection and transmission of Wastewater within the Town to which Service Connections may be connected;
- (ww) **"Sewer Service Line"** means that portion of a Service Connection owned by CUI that extends from the Sewer Main to the Service Connection Point;
- (xx) **"Standard Methods"** means the analytical and examination procedures
- (i) set out in the current edition of "Standard Methods for the Examination of Water and Wastewater" published jointly by the American Public Health Association, the American Water Works Association and the Water Environment Federation; and

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- (ii) includes the procedures approved by CUI;
- (yy) "**Storm Drainage**" means runoff that is the result of rainfall and other natural precipitation or from the melting of snow or ice;
- (zz) "**Storm Drainage System**" means the system for collecting, transmitting, storing, treating, and disposing of Storm Drainage, but does not include plumbing or Service Connections in Premises;
- (aaa) "**Substance**" means any one or more of the following:
 - (i) any solid matter;
 - (ii) any liquid matter;
 - (iii) any gaseous matter;
 - (iv) any sound, vibration, heat, radiation or other form of energy;
 - (v) any combination of (i), (ii), (iii) or (iv);
- (bbb) "**Sump**" means a device that traps large, heavy solids from the Wastewater before the Wastewater is released into the Wastewater System or Storm Drainage System;
- (ccc) "**Tenant**" means a Person who is not a Customer but who is in legal possession of a Premises to which Wastewater Service is provided;
- (ddd) "**Terms and Conditions**" means the terms and terms and conditions in respect of Wastewater Services described in this Schedule "A";
- (eee) "**TKN**" or "**Total Kjeldahl Nitrogen**" means organically bound nitrogen plus ammonia nitrogen, as determined by Standard Methods;
- (fff) "**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;
- (ggg) "**TP**" or "**Total Phosphorus**" measures both soluble reactive phosphorous and soluble unreactive phosphorus, as determined by Standard Methods;
- (hhh) "**TSS**" or "**Total Suspended Solids**" means an insoluble Substance or Substances in liquid that is removable by filtration, as determined by the appropriate procedure described in Standard Methods;
- (iii) "**Wastewater Agreement**" means an agreement between a Customer and CUI governing any of the following:

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- (i) conditions related to the Release of Wastewater from a Premises to the Wastewater System; or
- (ii) conditions related to connection of a Premises to the Wastewater System;
- (jjj) **"Wastewater Services"** means the removal of Wastewater by CUI from a Customer's Premises and associated services offered to the Customer under this Bylaw and in accordance with the provisions of the Franchise Agreement;
- (kkk) **"Wastewater 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 Wastewater Services attached as Schedule "A" to this Bylaw;
- (lll) **"Wastewater Surcharge"** means an additional charge levied pursuant to the provisions of the Wastewater Bylaw;
- (mmm) **"Wastewater System"** means the Facilities used by CUI for the collection, storage and transmission of Wastewater for Customers, which is deemed to be a municipal public utility within the meaning of the *Municipal Government Act*, R.S.A. 2000, c. M-26, and regulations thereunder, as amended or replaced from time to time.

PART I - PROVISION OF WASTEWATER SERVICES

2. Relationship between CUI and Customers

- (1) CUI will, insofar as there is sufficient capacity, supply Wastewater Services, upon such terms as CUI considers advisable, to any Customer within the Town situated along a Sewer 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 Wastewater Services or other services of any kind provided by CUI under the authority of the Wastewater 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 Wastewater Services or other services by CUI to Customers will occur only in accordance with these Terms and Conditions.

3. No Guarantee of Continuous Capacity

- (1) CUI does not guarantee or warrant the continuous capacity to collect, store and transmit Wastewater and CUI reserves the right to restrict the availability of Wastewater Services or to disconnect Wastewater Services, in whole or in part, with or without notice, in accordance with this Bylaw.

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- (2) CUI shall not be liable for damages, including losses caused by a break within the Wastewater System or caused by the interference or cessation of Wastewater transmission including those necessary or advisable regarding the repair or proper maintenance of the Wastewater System or generally for any accident due to the operation of the Wastewater System or for the disconnection of a Service Connection.

4. Fees, Rates and Charges

- (1) CUI will provide Wastewater Services at the fees, rates and other charges specified in Schedule "B" of the Wastewater 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 II - SERVICE CONNECTIONS

5. Application for Service Connection

- (1) A Customer requesting Wastewater Services involving a new Service Connection shall apply to CUI by paying all associated fees and supplying information regarding the location of the Premises 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 Wastewater 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 Wastewater Services.

6. 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 Premises owned or controlled by the Customer as the Town or CUI reasonably requires for the construction, installation, maintenance, repair, and operation of the Wastewater System.

7. Authorizations and Approvals for Service Connections

- (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 Service Connection.
- (2) CUI shall not be required to commence Wastewater Services to a Premises 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

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Wastewater Bylaw**

operation of the Service Connection. CUI reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

8. 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.

9. 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 Sewer 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 Sewer 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.

10. Customer Responsibility for Service Connection

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

11. 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.
- (2) A Customer shall not use a Service Connection or any Wastewater Services received in a manner so as to interfere with any other Customer's use of a Service Connection or Wastewater 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.

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12. 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 III - DISPOSAL OF WASTEWATER

13. Wastewater Disposal

- (1) The owner of a Premises must dispose of Wastewater from the plumbing system in the Premises into the Wastewater System or, where authorized by the Town, a Private Wastewater System.

14. Release into Wastewater System

- (1) Except as permitted in the Wastewater Bylaw, no Person shall Release or permit to be Released into the Wastewater System any matter other than Domestic Wastewater.
- (2) For greater certainty, and without in any way restricting subsection (1), no Person shall Release or permit to be Released into the Wastewater System:
- (a) any Prohibited Substance;
 - (b) any Restricted Substance beyond the approved concentration limit described in Schedule "E";
 - (c) any matter containing Hazardous Waste;
 - (d) any flammable liquid or explosive matter which, by itself or in combination with any other substance, is capable of causing or contributing to an explosion or supporting combustion;
 - (e) any matter which, by itself or in combination with any other substance, is capable of obstructing the flow of or interfering with the operation or performance of the Wastewater System;
 - (f) any matter with corrosive properties which, by itself or in combination with any other substance, may cause damage to the Wastewater System;
 - (g) any condensing water, heated water or other liquids of a temperature higher than seventy seven (77) degrees Celsius;
 - (h) Septage; or
 - (i) Clear Water Waste other than Foundation Drainage that was lawfully connected to the Wastewater System prior to June 6, 1983.

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(3) Despite subsections (1) and (2), CUI may grant written approval to allow Wastewater that does not meet the requirements above to enter the Wastewater System if all of the following conditions are complied with:

- (a) the Wastewater does not have an Adverse Effect;
- (b) the Customer enters into a Wastewater Agreement; and
- (c) all terms and conditions as CUI may specify are complied with, which shall include the following conditions:
 - (i) the Wastewater is tested at regular intervals in accordance with CUI's instructions; and
 - (ii) a Wastewater Surcharge is paid.

15. Commercial or Industrial Wastes

- (1) No Wastewater or other matter resulting from any commercial, trade, industrial or manufacturing process shall be Released or permitted to be Released into the Wastewater System unless prior approval has been granted by CUI and only then after any required pretreatment of the Wastewater or other matter as prescribed by CUI.
- (2) All necessary pretreatment equipment or works shall be installed by the Customer, at the Customer's sole expense, prior to the construction of the Service Connection and thereafter shall be continuously maintained and operated by the Customer.

16. No Dilution

- (1) No Person shall dilute or permit to be diluted any Wastewater in order to enable its Release in compliance with the Wastewater Bylaw.

17. Re-use of Wastewater

- (1) No Person shall re-use Wastewater for any purpose without first obtaining the written approval of CUI.
- (2) CUI may impose conditions on an approval granted for Wastewater re-use, including but not limited to:
 - (a) imposing limits on the types of applications for which Wastewater may be re-used;
 - (b) requirements for reporting on applications, risks, volumes, and any other information CUI may require.
- (3) A Person who fails to comply with a condition imposed pursuant to subsection (2) is guilty of an offence.

18. Pre-Treatment of Wastewater

- (1) CUI may require a Customer to do any one or more of the following:
 - (a) install, operate, monitor and properly maintain at all times a Wastewater Pre-Treatment System that is located at a directly accessible location on the upstream side of a Monitoring Access Point at the Customer's Premises;
 - (b) take steps to equalize the composition or the flow rate of a Release or both the composition and flow rate of a Release, from the Customer's Premises into the Wastewater System if the volume or quality of the Wastewater being Released has an Adverse Effect;
 - (c) enter into a Wastewater Agreement.
- (2) If a Wastewater Pre-Treatment System is installed on a Customer's Premises the Customer must:
 - (a) obtain and retain at the Premises any manuals, instructions and specifications related to the installation, operation, maintenance and cleaning of the Wastewater Pre-Treatment System;
 - (b) maintain a maintenance schedule and record of each maintenance for every Wastewater Pre-Treatment System installed at the Premises for a period of two years, including records for disposal of Waste Residue;
 - (c) submit to CUI any records requested by CUI described in (a) and (b) of this subsection.
- (3) A Customer who fails to install, operate, monitor and properly maintain at all times a Wastewater Pre-Treatment System as required by CUI pursuant to subsection (1)(a) is guilty of an offence.

19. Pre-Treatment Residue

- (1) No Person shall cause or allow any waste residue from a Wastewater Pre-Treatment System to be deposited into the Wastewater System, unless the prior written approval of CUI has been obtained.

20. Interceptors

- (1) The Customer of any commercial, industrial or institutional Premises where food is cooked, prepared or processed shall install, operate and properly maintain an oil and grease interceptor on all fixtures that may release oil and grease.
- (2) The Customer of any industrial, commercial or institutional Premises where vehicles or equipment are serviced, repaired, disassembled or washed shall install, operate and properly maintain a grease, oil and sand interceptor meeting on all fixtures that may release grease, oil or sand.

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Wastewater Bylaw**

- (3) CUI may require a Customer of any Premises to install an interceptor if CUI, in its sole discretion, determines that an interceptor is required.
- (4) All interceptors shall be:
 - (a) of sufficient capacity and appropriate design to perform the service for which the interceptors are used;
 - (b) located to be readily accessible for cleaning and inspection; and
 - (c) maintained by the Customer.
- (5) A maintenance schedule and record of maintenance shall be kept by the Customer for a period of 2 years and be available to CUI upon request for each interceptor installed.
- (6) If a Customer fails to adequately maintain an interceptor to the satisfaction of CUI, CUI may require the Customer to install and maintain an alarmed monitoring device, at the expense of the Customer.

21. Bypassing Interceptors

- (1) No Person shall use emulsifiers, enzymes, bacteria, solvents, hot water or any other agent to facilitate the passage of FOG or hydrocarbons through an Interceptor.

22. Dental Waste Amalgam Separators

- (1) The Customer of any Premises from which dental amalgam may be Released into the Wastewater System shall install, operate and properly maintain a dental amalgam Separator on all fixtures that may Release dental amalgam waste containing mercury to the Wastewater System.

23. Protection of the Wastewater System

- (1) No Person shall remove, damage, destroy, alter or tamper with any Facilities forming part of the Wastewater System, except as authorized by the CUI.
- (2) No person shall interfere with the free Release of any Sewer Main or part thereof, or do any act or thing that may impede or obstruct the flow to, or clog up, the Wastewater System.
- (3) In case of a blockage, either wholly in in part, of the Wastewater System by reason of negligence or the failure or omission to strictly comply with the provisions of the Wastewater Bylaw, the Customer concerned or Person responsible shall be liable for all clogs and the cleaning of such blockages and for any other amount for which CUI may be held liable for due to such blockages.

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Wastewater Bylaw**

24. Hauled Wastewater

- (1) No Person shall Release or permit the Release of Hauled Wastewater except at a Hauled Wastewater facility approved by CUI and only then in accordance with any terms and conditions imposed by CUI, including payment of applicable fees and charges.

25. Spills

- (1) Any Person who Releases or permits the Release of any Wastewater or other matter contrary to this Bylaw shall, immediately after becoming aware of the Release, notify:
- (a) CUI and provide the following information:
 - (i) name of the Person causing or permitting the Release;
 - (ii) location of the Release;
 - (iii) name and contact information of the Person reporting the Release;
 - (iv) date and time of the Release;
 - (v) type of material Released and any known associated hazards;
 - (vi) volume of the material Released; and
 - (vii) corrective action being taken, or anticipated to be taken, to control the Release.
 - (b) the Owner of the Premises, where the Person reporting the release is not the Owner and knows, or is readily able to ascertain the identity of the Owner; and
 - (c) any other Person whom the Person reporting knows or ought to know may be directly affected by the Release.
- (2) The Person who released or permitted the release pursuant to subsection (1) shall, as soon as the Person becomes aware or ought to have become aware of the release, take all reasonable measures to:
- (a) confine, remedy and repair the effects of the Release; and
 - (b) remove or otherwise dispose of the matter in a lawful manner so as to minimize all adverse effects.

PART IV - TESTING AND MONITORING

26. Monitoring Access Points

- (1) A Customer of non-residential Premises must:

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Wastewater Bylaw**

- (a) provide one or more Monitoring Access Points for the monitoring of Wastewater, designed and located in a manner satisfactory to CUI; and
- (b) provide direct access to any Monitoring Access Point located on the Premises.

27. Monitoring

- (1) CUI may, in its discretion, direct the monitoring of Wastewater Released from a Premises connected to the Wastewater System.
- (2) If CUI determines that the characteristics and qualities of the Wastewater Released from a Premises do not comply with the requirements of the Wastewater Bylaw, CUI may require the Customer from which the Wastewater is produced to do all of the following:
 - (a) monitor Wastewater in compliance with any conditions specified by CUI;
 - (b) install and utilize any monitoring equipment that CUI decides is necessary; and
 - (c) provide the results of the monitoring to CUI.

28. Testing and Surcharges

- (1) CUI may, for the purpose of determining compliance with the Wastewater Bylaw, or for determining a Wastewater Surcharge, do one or more of the following:
 - (a) enter upon Premises from which Wastewater is produced and conduct testing of Wastewater;
 - (b) Conduct testing of Wastewater at any Monitoring Access Point located in or on the Premises;
 - (c) Test discrete Wastewater streams within a Premises.

PART V - FACILITIES

29. Ownership of Facilities

- (1) CUI retains ownership of all Facilities necessary to provide Wastewater 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.

30. Access to Facilities

- (1) No Person shall obstruct or impede CUI's free and direct access to any Facilities.

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- (2) A Customer shall be responsible for managing vegetation on the Premises 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 Premises owned or controlled by the Customer any temporary or permanent structures that could interfere with the proper 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.

31. Interference with or Damage to Facilities

- (1) No Person shall interfere with or alter any 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 Premises unless occasioned by circumstances as determined in CUI's sole discretion to have been beyond the Customer's control.

32. Protection of Facilities on Customer's Premises

- (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 Premises. 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.

33. 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.

34. Prohibited Extension of Customer Owned Facilities

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

PART VI - UTILITY ACCOUNTS

35. Requirement for Account

- (1) The Owner of a Premises shall apply for an Account with CUI and pay all applicable fees as a condition of obtaining Wastewater Services, regardless of whether the provision of services requires installation of a new Service Connection or construction of any new Facilities.
- (2) Except as provided under the Wastewater Bylaw, CUI shall not grant Wastewater Services to a Tenant.
- (3) Notwithstanding subsection (2) above, an Owner may request to have bills mailed to the Tenant at a Premises under the Owner's name; however, the Owner of a Premises 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 Premises supplied with Wastewater 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 Premises and open an Account in the new Owner's name.

36. Obligation to Pay

- (1) CUI may add to a Customer's Account the charges for all Wastewater Services provided by CUI to the Customer, and the Customer is obligated to pay in full all such charges without reduction or set-off for any reason whatsoever, on or before the due date for the charges.
- (2) The amount of the billing shall be based upon the rates, fees and charges set out in Schedule "B", with Wastewater charges based on the volume of water consumption as 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, a system-generated estimate may be used.
- (3) Payment on Accounts may be made to CUI at such locations designated, and under any payment methods approved, by CUI from time to time.

37. 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;

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- (b) by disconnecting or sealing off the Service Connection to the Customer, and imposing a re-connection fee prior to re-establishing Wastewater Services;
- (c) by Council adding the outstanding Account balance to the tax roll of the Owner of the Premises.

38. Disconnection without Notice

- (1) If CUI believes there is any actual or threatened danger to life or Premises, 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 disconnect or seal off a Service Connection without prior notice to the Customer.

39. Disconnection with Notice

- (1) CUI may withhold connection or may disconnect or seal off 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;
 - (b) as required by law;
 - (c) if the Customer is in violation of any provision of this Bylaw, 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.

40. Reconnection of Service

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

41. CUI's Right of Entry

- (1) As a condition of receipt of Wastewater Services and as operational needs dictate, authorized representatives of CUI shall have the right to enter a Customer's Premises 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;

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Wastewater Bylaw**

- (c) conducting an unannounced inspection where CUI has reasonable grounds to believe that unauthorized Release of Wastewater 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 Wastewater Services.
- (2) CUI will make reasonable efforts to notify the Customer in advance of entering a Customer's Premises or to notify any other Person who is at the Customer's Premises 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.
- (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 Premises is prevented or hindered, whether by a Customer not keeping a scheduled appointment or for any other cause.

42. Removal of CUI Facilities

- (1) Where any Customer discontinues Wastewater 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 Premises to remove any Facilities in or upon such Premises.

43. 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.

**Bylaw No. 027-13
Wastewater Bylaw**

SCHEDULE "B"

RATES, FEES AND CHARGES

Where rates, fees or charges have not been established below 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) inspection fees;
- (c) 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;
- (d) application for a new Account or change of Account;
- (e) disconnection of service for non-payment;
- (f) reconnection fees;
- (g) collection charges;
- (h) missed appointment(s) or no access;
- (i) after hour service callout;
- (j) late payment penalties;
- (k) security deposits;
- (l) NSF payment.

RESIDENTIAL WASTEWATER SERVICES

The following rates and charges apply to Customers of residential Premises within the Town where residential Premises means a Dwelling Unit as that term is defined in the Town's Land Use Bylaw No. 022-10, as amended:

Fixed Monthly Service Charge	\$29.63
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**TOWN OF CHESTERMERE
PROVINCE OF ALBERTA
BYLAW NO. 036-13**

A Bylaw of the Town of Chestermere to amend Bylaw 027-13, being a bylaw to provide for the terms, conditions, rates and charges for the supply and use of Wastewater Services provided by Chestermere Utilities Incorporated in the Town of Chestermere.

WHEREAS it is deemed expedient and proper pursuant to the *Municipal Government Act*, being Chapter M-26.1 of the revised Statutes of Alberta and amendments thereto, that Council shall issue a Bylaw to provide the terms, conditions, rates and charges for the supply and use of Wastewater Services provided by Chestermere Utilities Incorporated in the Town of Chestermere.

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

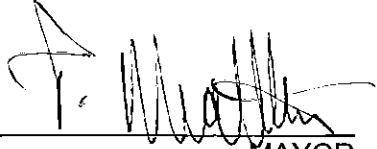
1. That Schedule "B" to Bylaw No. 027-13 is hereby repealed and replaced with Schedule "B" attached hereto.
2. That this Bylaw comes into effect January 1, 2014 and is executed in accordance with Section 213(3) of the *Municipal Government Act*.

READ a first time this 2nd day of December, 2013


READ a second time this 2nd day of December, 2013

READ a third time this 2nd day of December, 2013.

Resolution No's: 470-13, 471-13, 472-13, 473-13



MAYOR



CAO

**Bylaw No. 036-13
WASTEWATER BYLAW**

**SCHEDULE
"B"**

RATES, FEES AND CHARGES

Where rates, fees or charges have not been established below 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) inspection fees;
- (c) repair or replacement of damaged CUI Facilities where Facilities are under the Customer's care or have been operated or interfered with by the Customer;
- (d) application for a new Account or change of Account;
- (e) disconnection of service for non-payment;
- (f) reconnection fees;
- (g) collection charges;
- (h) missed appointment(s) or no access;
- (i) after hour service callout;
- (j) late payment penalties;
- (k) security deposits;
- (l) NSF payment.

RESIDENTIAL WASTEWATER SERVICES

The following rates and charges apply to Customers of residential Premises within the Town where residential Premises means a Dwelling Unit as that term is defined in the Town's Land Use Bylaw No. 022-10, as amended:

Fixed Monthly Service Charge	\$35.56
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Consumption Charge:

Metered Volume of Water Consumed	Cost per m³
0 m ³ – 18.0 m ³	\$1.09
Over 18.0 m ³	\$1.54

**Bylaw No. 036-13
WASTEWATER BYLAW**

NON-RESIDENTIAL WASTEWATER SERVICES

The following rates and charges apply to all Customers of commercial, industrial and institutional:

Fixed Monthly Service Charge	\$92.76
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Consumption Charge:

Metered Volume of Water Consumed	Cost per m³
0 m ³ – 100.0 m ³	\$1.32
Over 100.0 m ³	\$2.02

NON-METERED WASTEWATER SERVICES:

Fixed Monthly Service Charge	\$77.29
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**Bylaw No. 027-13
Wastewater Bylaw**

Consumption Charge

Metered Volume of Water Consumed	Cost per m³
0 m ³ – 18.0 m ³	\$0.91
Over 18.0 m ³	\$1.28

NON-RESIDENTIAL WASTEWATER SERVICES

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

Fixed Monthly Service Charge	\$77.30
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Consumption Charge:

Metered Volume of Water Consumed	Cost per m³
0 m ³ – 18.0 m ³	\$1.10
Over 18.0 m ³	\$1.68

Non-Metered Wastewater Services:

Fixed Monthly Service Charge	\$64.41
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**Bylaw No. 027-13
Wastewater Bylaw**

SCHEDULE "C"

SPECIFIED PENALTIES

Section	Offence	Specified Penalty
Schedule "A", s. 11(1)	Failing to ensure that the Connections and Owner's plumbing system comply with the Wastewater Bylaw, legislation and other Bylaws	\$250
Schedule "A", s. 7(2)	Failing to ensure that any required permits, inspections or other approvals required by any bylaws or legislation are valid and subsisting prior to Connection to the Wastewater System	\$250
Schedule "A", s. 5(2)	Failing to comply with a requirement or condition of a written approval or Permit	\$250
Schedule "A", s.13(1)	Failing to dispose of Wastewater from a Premises into either the Wastewater System or a Private Wastewater System	\$250
Schedule "A", s. 14(3)(1)	Directing, or allowing Clearwater Waste to be directed into the Wastewater System	\$250
Schedule "A", s. 23(1)	Uncovering, opening, breaking, altering, removing, damaging, destroying or tampering with any part of the Wastewater System, or allowing the same	\$250
Schedule "A", s. 26(1)(b)	Uncovering, opening, breaking, altering, removing, damaging, destroying or tampering with a Monitoring Access Point, or allowing the same	\$250
Schedule "A", s. 23(2)	Uncovering, opening, breaking, altering, removing, damaging, destroying or tampering with any device installed in or on the Wastewater System for flow measuring, sampling, testing or contamination prevention, or allowing the same	\$250
Schedule "A", s. 21(1)(b)	Failing to provide direct access to a Monitoring Access Point	\$100
	Entering into a chamber, structure or Premises associated with the Wastewater System without approval	\$100
Schedule "A", s. 17(1)	Re-use of Wastewater without written	\$250

**Bylaw No. 027-13
Wastewater Bylaw**

	approval from both the Director and the Chief Plumbing and Gas Inspector	
Schedule "A", s. 17(3)	Failing to comply with a condition in an approval for Wastewater re-use	\$250
Schedule "A", s. 14(3)(a)	Releasing, or allowing the Release of Wastewater that contains a Prohibited Substance into the Wastewater System	\$250
Schedule "A", s. 14(3)(b)	Releasing, or allowing the Release of Wastewater into the Wastewater System that contains a Substance that is over the approved concentration limit as described in Column 2 of Schedule "B" of the Wastewater Bylaw	\$250
Schedule "A", s. 14(1)	Releasing, or allowing the Release, of Wastewater that does not comply with all of the requirements of the Wastewater Bylaw into the Wastewater System	\$250
Schedule "A", s. 14(3)(c)	Failing to comply with a condition in a written approval for allowing Wastewater to enter the Wastewater System	\$250
Schedule "A", s. 16(1)	Diluting Wastewater for the purpose of complying with the requirements of the Wastewater Bylaw	\$250
Schedule "A", s. 31(1)	Failing to obtain approval before making, altering any Facilities	\$250
Schedule "A", s. 18(1)(a)	Failing to install, operate, monitor and/or maintain a Wastewater Pre-treatment System	\$250
Schedule "A", s. 19(1)	Depositing, or allowing to be deposited, Waste Residue from a Pre-Treatment System into the Wastewater System without approval	\$250
Schedule "A", s. 18(2)(a)	Failing to obtain and retain manuals, instructions and specifications related to the installation, operation, maintenance and cleaning of the Pre-treatment Station installed at a Premises	\$250
Schedule "A", s. 18(2)(b)	Failing to maintain a maintenance schedule and record of each maintenance for the Pre-treatment System installed at a Premises for a period of two-years, including records for disposal of Wastewater Residue	\$250
Schedule "A", s. 20(1)	Failing to install an FOG Interceptor as required	\$250

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Schedule "A", s. 20(4)(c)	Failing to monitor, operate, properly maintain or clean each FOG Interceptor as required	\$250
Schedule "A", s. 14(2)(b)	Failing to ensure that Wastewater does not exceed the maximum allowable concentration limits in the Wastewater Bylaw	\$250
Schedule "A", s. 20(1)	Failing to install, operate or properly maintain a grease Interceptor as required	\$250
Schedule "A", s. 20(2)	Failing to install, operate or properly maintain a grease, oil and sand Interceptor as required	\$250
Schedule "A", s. 14(2)(d)	Releasing Hydrocarbons or Flammable into the Wastewater System	\$250
Schedule "A", s. 22(1)	Failing to install, monitor, operate, maintain and clean a Dental Waste Amalgam Separator	\$250
Schedule "A", s. 21(1)	Using emulsifiers, enzymes, bacteria, solvents, hot water or other agent to facilitate the passage of FOG or Hydrocarbons through an Interceptor	\$250
Schedule "A", s. 26(1)(a)	Failing to provide one or more Monitoring Access Points for the monitoring of Wastewater	\$250
Schedule "A", s. 26(1)(b)	Failing to provide direct access to any Monitoring Access Point located on the Premises	\$100
Schedule "A", s. 24(1)	Releasing Hauled Wastewater without a permit	\$250
Schedule "A", s. 24(1)	Failing to adhere to a condition on a Hauled Wastewater Permit	\$250
Schedule "A", s. 25(1)	Failing to immediately notify the proper authorities when a Substance is Released into the Wastewater System in contravention of the Wastewater Bylaw	\$250
Schedule "A", s. 25(2)	Failing to take all reasonable measures to mitigate the Release of a Substance in contravention of the Wastewater Bylaw	\$250
Section 16	Obstructing an Officer or the Directors or their designates in the exercise of their powers or duties	\$500
Schedule "A", s. 43(1)	Providing false information under the Wastewater Bylaw	\$100
Any subsequent offence		Double the specified penalty listed above

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**SCHEDULE "D"
PROHIBITED SUBSTANCES**

The following must not be Released into the Wastewater System:

- (a) a Substance that causes or will cause an Adverse Effect;
- (b) a Substance that will interfere, or does interfere, with the operation of the Wastewater System;
- (c) a Substance that will cause a violation or non-compliance event with respect to CUI's Wastewater operating approval;
- (d) a Substance that will interfere with the disposal of Biosolids resulting from Wastewater treatment;
- (e) an explosive Substance, including solvents or petroleum derivatives such as gasoline, diesel fuel, naphtha or fuel oil, of a quantity such that:
 - (i) Wastewater from the Premises will exhibit the characteristics of a Flammable Liquid, or
 - (ii) the explosive Substance could cause or contribute to an explosion or support combustion in the Wastewater System, by itself or in combination with other Wastewater;
- (f) a Substance, including hydrogen sulphide, carbon disulphide or other reduced sulphur compounds, but not including Domestic Wastewater, which by itself or in combination with other Substances is capable of creating odours;
- (g) a solid or viscous Substance in a quantity, or of such size, as to be capable of causing obstruction to the flow in a Wastewater System, including ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, animals or animal parts, animal feces and blood;
- (h) Wastewater containing a Substance that on its own, or in combination with another Substance, creates a taste or an odour in the drinking water supply and makes drinking water unpalatable after conventional water purification treatment;
- (i) Wastewater containing a Substance that on its own, or in combination with other Substance, becomes highly coloured and passes through the Wastewater System, discolouring the effluent;
- (j) Wastewater that is Released in layers or forms layers upon interaction with other Wastewater;
- (k) Wastewater having a pH of less than 5.5 or greater than 10;
- (l) Wastewater having a temperature in excess of 75 degree Celsius;

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- (m) Radioactive Materials;
- (n) corrosive or toxic Wastewater that causes or will cause an Adverse Effect;
- (o) Biological Substances;
- (p) unused or waste Pharmaceuticals;
- (q) unused or waste chemical Substances;
- (r) Hazardous Substances;
- (s) Pesticides;
- (t) grit removed from commercial, industrial or institutional Premises, including grit removed from car wash establishments, automobile garages and restaurant Sumps or from Interceptors.

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**SCHEDULE "E"
RESTRICTED SUBSTANCES**

Wastewater containing the following materials in excess of the following concentrations is restricted:

Inorganic Contaminants	
Column 1 Substance	Column 2 Concentration Limit (mg/L)
Aluminium, total	50
Antimony, total	5
Arsenic, total	1
Beryllium, total	1
Bismuth, total	5
Boron, total	5
Cadmium, total	0.7
Chloride	1500
Chromium, total	3
Cobalt, total	5
Copper, total	2
Cyanide	1.2
Fluoride	10
Iron, total	50
Lead, total	0.7
Manganese, total	5
Mercury, total	0.01
Molybdenum, total	5
Nickel, total	2
Selenium, total	1
Silver, total	0.5
Sulphate	1500
Sulphides	1
Thallium, total	0.5
Tin, total	5
Titanium, total	5
Vanadium, total	5
Zinc, total	2

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Organic Contaminants	
<u>Column 1</u> Substance	<u>Column 2</u> Concentration Limit (mg/L)
Benzene	0.5
BTEX	1
Chloroform	0.05
Dichlorobenzene (1,2-)	1
Dichlorobenzene (1,4)	1
Ethylbenzene	0.5
Hexachlorobenzene	0.06
Hydrocarbons	50
Methylene chloride (dichloromethane)	0.09
PCBs (chlorobiphenyls)	0.004
Phenolic Compounds	1
Tetrachloroethane (1,1,2,2-)	0.06
Tetrachloroethylene	0.06
Toluene	0.5
Trichloroethylene	0.054
Xylenes, total	0.5

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SCHEDULE "F"
SURCHARGE SUBSTANCES

Column 1 Substance	Column 2 Surcharge applies above the concentration limit set out below (mg/L)	Column 3 Extra strength surcharge agreement is required above the concentration limit set out below (mg/L)
BOD	300	1200
COD	600	2400
TSS	300	1200
FOG	100	450
TP	10	-
TKN	50	-

