



**THE COPORATION OF THE TOWN OF FOX CREEK, ALBERTA**  
**BY-LAW 704-2011**  
**THE WATER BY-LAW**

A By-law of the Municipal Corporation of the Town of Fox Creek, in the Province of Alberta to govern the supply and distribution of potable water in the Town of Fox Creek.

**WHEREAS**, Sections 7 and 8 and Part 3, Division 3 of the Municipal Government Act, RSA 2000, Chapter M-26, as amended provides that a Council of a Municipality may pass By-laws for the purpose of operating a public utility, subject to any terms, conditions, costs or changes which may be established by the Council;

**AND WHEREAS**, the Town of Fox Creek owns and operates a water distribution system which is operated as a public utility for the benefit of its residents; Pursuant to the divisions of the Municipal Government Act, Chapter M26;

**NOW THEREFORE**, the Council of the Town of Fox Creek, in the Province of Alberta, duly assembled, enacts as follows:

**SECTION 1 –TITLE**

1.0 This By-law shall be known as “The Water By-law”

**SECTION 2 – DEFINITIONS**

In this By-law unless the context otherwise requires:

**2.0 “Account”** means an agreement between a Customer and the Town of Fox Creek for 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 the Town;

**2.1 “Peace Officer”** means a By-law enforcement officer appointed by the Town of Fox creek pursuant to the *Municipal Government Act* to enforce Town By-laws and includes a member of the Royal Canadian Mounted Police and, when authorized, a community peace officer appointed under the *Peace Officer Act*, S.A. 2006, Chapter P-3.5, as amended;

**2.2 “Curb Cock”** or “**CC**” means a shut-off valve connected to a Service Connection enabling shutting off water supply to a Customer’s Property;

**2.3 “Customer”** means any Person that receives Water Services, and where the context or circumstances so require includes an 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;

**2.4 “Town”** means the municipal corporation of The Town of Fox Creek and its duly authorized representatives or the geographic area contained within the boundaries thereof, as the context requires;

**2.5 “Town Manager”** means the Chief Administrative Officer of the Town or his/her delegate;

**2.6 “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

**2.7 “Engineering Design Standards”** means the Town’s Minimum Engineering Design Standards, or in the absence of such standards, generally accepted municipal engineering standards;

**2.8 “Emergency”** means a condition which 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 Town Council, or the Federal or Provincial Crown, or other civil authority having jurisdiction;

- 2.9** “**Facilities**” means any infrastructure forming part of the Waterworks System owned by the Town including, without limitation: Water Mains, Water Service Lines, Service Connection Points, reservoirs, pumping stations, fire hydrants, chambers, pressuring reducing valves, Meters, and other physical plant and piping appurtenances, used to supply potable water;
- 2.10** “**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 the Town to calculate and register the amount of water consumed relative to the land and buildings which the Meter is designed to monitor;
- 2.11** “**Municipal Tag**” means a tag or similar document issued by the Town pursuant to the *Municipal Government Act* that alleges a bylaw offence and provides a Person with the opportunity to pay an amount to the Town in lieu of prosecution for the offence;
- 2.12** “**Owner**” means:
- i. in the case of land, the Person who is registered under the *Land Titles Act*, R.S.A. 2000, Chapter L-4, as amended, 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;
- 2.13** “**Person**” means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative to whom the context applies according to law;
- 2.14** “**Private Service Line**” means that portion of a Service Connection, which extends from the Service Connection Point to and within a Property, including piping located on or within the exterior walls of the building, and running from exterior walls to couplings, stop-cocks, Meters and any other apparatus placed inside the building by the Town, and for which the Owner of the Property has ownership of, and responsibility for the maintenance and repair, excluding the Meter which is owned by the Town;
- 2.15** “**Property**” means:
- i. in the case of land, a parcel of land including any buildings; or
  - ii. in other cases, personal property;
- 2.16** “**Service Connection**” means that portion of pipe used to supply water from the Water Main to a Property which includes a Water Service Line, a Service Connection Point and a Private Service Line;
- 2.17** “**Service Connection Point**” means that Town owned point where a CC physically connects a Water Service Line to a Private Service 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 the Town for its Waterworks System;
- 2.18** “**Subsidiary Meter**” means a privately owned Meter installed on Property at the Owner’s expense and utilized strictly for the Owner’s purposes;
- 2.19** “**Violation Ticker**” has the same meaning as in the *Provincial Offences Procedure Act*, R.S.A. 2000, Chapter P-34, as amended;
- 2.20** “**Water Demand Management Measures**” means restrictions upon the use of water for non-essential purposes, including but not limited to: irrigation, 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;
- 2.21** “**Water Main**” means those pipes installed for the conveyance of water within the Town to which Service Connections may be connected;
- 2.22** “**Water Service Line**” means that portion of a Service Connection owned by the Town which extends from the Water Main to the Service Connection Point;
- 2.23** “**Water Services**” means the provision of potable water by the Town to the Customer and associated services contemplated by the Fees and Charges Bylaw offered to the Customer under this Bylaw;

**2.24** “**Waterworks System**” means that system of water reservoirs, pumping stations, feeder mains, distribution mains, Service Connections, valves, fittings, fire hydrants, Meters, Cross Connection control devices and all other equipment and machinery of whatever kind owned by the Town and which is required to supply and distribute water to Customers and which is deemed to be a public utility within the meaning of the *Municipal Government Act*.

**Number and Gender References**

All references in this By-law will be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or female person, or a corporation or partnership.

**Severability**

Every provision of this By-law is independent of all other provisions and if any provision of this By-law is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this By-law shall remain valid and enforceable.

**SECTION 3 – GENERAL PROVISIONS**

**3.0 Duty to Supply**

- i. The Town having constructed, operated and maintained a Waterworks System as a public utility shall continue, insofar as there is sufficient capacity and supply, to supply water, upon such terms as Town Council considers advisable, to any Customer within the Town situated along the Town Water Main.
- ii. All Water Services provided by the Town shall be provided in accordance with this Bylaw, and this Bylaw shall apply to and be binding upon all Customers receiving Water Services from the Town.

**3.1 No Guarantee of Continuous Supply**

- i. The Town does not guarantee or warrant the continuous supply of Water Services and the Town 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.
- ii. 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, to ensure a continuous and uninterrupted supply, pressure or quality of water required for this use. The Town assumes no responsibility for same.
- iii. The Town shall not be liable for damages, including losses caused by a break within the Town's Waterworks System or caused by the interference or cessation of Water Supply including those necessary or advisable regarding the repair or proper maintenance of the Town's Waterworks System, or generally for any accident due to the operation of the Town's Waterworks System or for the disconnection of Service Connection nor by reason of the water containing sediments, deposits, or other foreign matter.

**3.2 Water Demand Management Measures**

- i. The Town may, at such times and for such lengths of time as is considered necessary or advisable, implement Water Demand Management Measures which restricts water usage to any or all parts of the Town pursuant to the Water Conservation Measures By-law.
- ii. All water restrictions shall be duly advertised by use of local media, printed or otherwise, prior to taking effect.
- iii. No Person shall contravene the terms or conditions of any Water Conservation Management Measures, without first obtaining the Town's authorization.

**3.3 Ownership of Facilities**

- i. The Town retains ownership of all Facilities necessary to provide Water Services to a Customer, up to and including the Service Connection Point, unless an agreement between the Town and a Customer specifically provides otherwise.
- ii. Payment made by a Customer for costs incurred by the Town for supplying and installing Facilities does not entitle the Customer to ownership of any such Facilities, unless an agreement between the Town and the Customer specifically provides otherwise.

**3.4 Alternate Water Supply**

- i. No Person shall, unless authorized by the Town, allow water to be supplied to a Property lying along the Water Main by way of a well, spring or other source of water supply that is not connected to the Town's Waterworks System.
- ii. Nothing in this Section shall restrict a Person from purchasing bottled or self-contained drinking water in units of 45.4 litres (10 gallons) or less, or bulk water for irrigation purposes.
- iii. A Person who has been granted permission to use an alternate water supply under subsection (i) shall not allow the alternate source of water to be connected to the Waterworks System.

**3.5 Resale of Water**

No Person shall resell water obtained from the Waterworks System to any other Person, provided however that water obtained from the Waterworks System which has been enhanced or altered in any lawful manner may be resold without contravention of this Section.

**3.6 Fees, Rates and Charges**

The Town will provide Water Services pursuant to the fees, rates or other charges specified in the Fees and Charges By-law, as may be amended from time to time.

**SECTION 4 – CONNECTIONS TO THE TOWN'S DISTRIBUTION SYSTEM**

**4.0 Application for Service Connection**

- i. A Customer requesting Water Services involving a new Service Connection shall apply to the Town 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 to the Town.
- ii. Upon receipt of all required information and fees, verification of the Customer's identity and the accuracy of the information, the Town will advise the Customer whether and on what terms the Town 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.

**4.1 Authorizations and Approvals for Service Connection**

The Customer shall be responsible for obtaining all permits, certifications, licenses, inspections, reports and other authorizations necessary for the installation and operation of the Service Connection. The Town 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 the Town's requirements applicable to the installation and operation of the Service Connection. The Town reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

**4.2 Design and Engineering Requirements for Service Connections**

Detailed requirements for engineering and construction of Service Connections are set out in the Town's Engineering Design Standards, as may be amended from time to time. It is the Customer's responsibility to supply, at the Customer's cost, any plans and engineering reports pertaining to the Service Connection that the Town may reasonably require, signed and sealed by a Professional Engineer.

**4.3 Construction of Service Connections**

- i. The Town shall provide and install all Facilities up to the Service Connection Point, subject to the terms of this By-law (including without limitation, payments by the Customer).
- ii. The Customer shall be responsible for the installation and condition of the Private Service 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 Service Line receive approval from the Town prior to construction; and
  - b) Shall not backfill the excavation until such time as the Town has inspected the work or has advised approval of the work.

**4.4 Customer Responsibility for Service Connections**

- i. The Customer assumes full responsibility for the proper use of the Service Connection and any Water Services provided by the Town and for the condition, suitability and safety of any and all devices or equipment necessary for receiving Water Services which are located on the Customer's property.
- ii. 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 Waterworks System. The Customer shall provide and install any such devices at the Customer's sole expense.

**4.5 Abandonment of Service Connection**

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

**SECTION 5 – METERS AND METER READING**

**5.0 Provisions and Ownership of Meters**

- i. All water supplied by the Town through each Service Connection shall be measured by one Meter unless the Town, in its sole discretion, has specified otherwise.
- ii. The Town shall, at the Customer's sole cost, supply, install and seal one or more Meters for the purposed of measuring the volume of water delivered to a Customer by way of a Service Connection. Each Meter shall remain the sole property of the Town notwithstanding the Customer has paid the Town's costs of supply and installation, unless the Town and the Customer have expressed agreement in writing otherwise.
- iii. The Customer shall identify the size and number of Meters, subject to approval by the Town in its sole discretion, at the time of application for a building permit. Notwithstanding subsection (2) above, Meters larger than 25mm will be supplied by the Town, at the Customer's sole cost, and the Customer shall be responsible for arranging for the installation by a person qualified to perform such work.
- iv. A Customer's Property shall only be approved for occupancy after the Meter is installed and an Account is opened.

**5.1 Responsibilities of Customer**

- i. 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 Town requirements as amended from time to time.
- ii. Each Customer shall provide adequate protection for the Meter supplied by the Town against freezing, heat or any internal or external damage.
- iii. 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, repair and/or replacement of the Meter shall be borne by the Customer.

**5.2 General Meter Restrictions**

- i. No Person, other than an authorized agent of the Town, shall install, test, remove, repair, replace, or disconnect a Meter.
- ii. No Person shall break, tamper, or interfere with any Meter.
- iii. If a Meter is lost, damaged or destroyed, the Owner of the building in which the Meter is located shall pay for the entire cost of the Meter removal, repair and reinstallation or for the cost of replacing the Meter.
- iv. No Person shall obstruct or impede direct and convenient access to Meters for the purpose of inspection, removal, repair, replacement or reading.

**5.3 Subsidiary Meters**

- i. A Customer may, for his own benefit, and at his own cost, install a Subsidiary Meter between the Meter supplied by the Town and the point of use of the water supplied, provided that the Town shall under no circumstances be required to maintain or read a Subsidiary Meter installed under the Section.
- ii. All Subsidiary Meters shall remain the property of the Owner.
- iii. Where, in the opinion of the Town, a Subsidiary Meter has been installed in a manner so as to interfere with the operation of, or access to, the Meter installed under Section 5, the Town may direct, in writing, that the Customer relocate or remove the Subsidiary Meter within a time frame selected by the Town.

**5.4 Access to Meters**

The Town may, at any reasonable time, read, inspect, remove or test Meter Installed on Property owned or controlled by the Customer.

**5.5 Meter Readings**

- i. Where three consecutive estimated Meter readings have been used for billing purposes due to the Meter not being read by an authorized representative of the Town as a result of the Customer failing to provide or allow the Town access to the Meter during a billing period.
  - a) A notice may be left at the Customer's address requesting the Customer to contact the Town within two working days, advising the date and time that the Town 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 the Town within two working days, the Town may disconnect the Service Connection without any further notice until such time as an actual Meter reading can be obtained.

**5.6 Meter Testing**

- i. At the request of a Customer, the Town shall arrange for off-site meter verification and if necessary, shall arrange for a Meter to be tested by a person qualified to

perform such work. If, upon verification and/or testing, the Meter is found to be recording accurately (which for this purpose is defined as recording between 97% and 103% of actual consumption) then the Customer shall pay all applicable fees and charges for this service.

- ii. If the Meter is found to be recording inaccurately as defined above, the Town will:
  - a) Repair or replace the Meter and the cost, along with the costs of verification and/or testing, shall be borne by the Town; and
  - b) The account based on the readings of that Meter during the period of four 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 the Town and the Customer in full settlement of any claim that may arise out of the error in the Meter.
- iii. The Town 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.

#### **5.7 Circumvention of Meter**

- i. If under any circumstances, a Person other than an authorized agent of the Town prevents a Meter from accurately recording the total volume of water supplied, the Town may disconnect the Service Connection, and/or take other appropriate actions to ensure access to accurate Meter data.
- ii. The Town 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.

### **SECTION 6 – FIRE HYDRANTS**

#### **6.0 Use of Water from Fire Hydrants**

- i. Unless authorized by the Town, no Person shall operate or interfere with a fire hydrant, whether Town owned or privately owned, except as necessary for firefighting purposes.
- ii. A Customer requesting authorization to use water from a fire hydrant other than for firefighting purposes shall apply to the Town 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 the Town.
- iii. The Town will advise the Customer whether and on what terms the Town 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.

#### **6.1 Fire Hydrant Flow Tests**

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

#### **6.2 Private Fire Hydrants**

- i. A Customer who wishes to install a fire hydrant on his Property may, upon obtaining approval for the installation from the Town, do so at the Customer's sole expense.

- ii. Upon request by a Customer, the town may, in its sole discretion, perform maintenance and inspection of a private fire hydrant, at the Customer's sole expense.

### **6.3 Interference with Fire Hydrants**

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

## **SECTION 7 – APPROPRIATE USE OF AND ACCESS TO FACILITIES**

### **7.0 Operation of CCs**

- i. No person, other than an authorized representative of the Town, shall operate a CC on any property.
- ii. A person shall not be in violation of subsection (i) when operating a CC no larger than 25 mm for the purpose of testing the piping in the case of a new installation, where the Person is conducting the work with reasonable care and in a manner consistent with all applicable legislation, standards and established industry best practices, and provided that the Person turns off the water supply prior to leaving the property.

### **7.1 Access to Facilities**

- i. A Customer shall not obstruct or impede the Town's free and direct access to any Facilities, including without limitation, Water Mains, Valves, Curb Cocks, Fire Hydrants, or Meters.
- ii. 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 the Town's above-ground facilities.
- iii. 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 and safe operation of the Town's facilities or result in non-compliance with applicable statutes, regulations, standards or codes.
- iv. Where a Customer contravenes any provision of this Section and fails to remedy such contravention within 10 days after receiving from the Town a notice in writing to do so, then in addition to any other legal remedy available the Town may take any steps necessary to remedy the contravention and may charge any costs of so doing to the Customer's Account.

### **7.2 Interference or Damage to Facilities**

A Customer shall not 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 the Town. 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 Town's sole discretion to have been beyond the Customer's control.

### **7.3 Protection of Facilities on Customer's Property**

- i. The Customer shall furnish and maintain, at no cost to the Town, the necessary space and protective barriers to safeguard facilities installed or to be installed upon the Customer's property. If the Customer refuses, the Town 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 the Town's specifications and approval.

- ii. All meters and stop and waste cock valves shall be placed and fully protected from frost or damage from freezing.
- iii. The owner shall be required to maintain sufficient heat to prevent damage to any meter and take all reasonable precautions to prevent damage to the meter and appurtenances and if damage accrues by neglect of the owner, the cost of repairs or replacement shall be borne by the owner, the cost to be determined by the engineer.

**7.4 Compliance with Requirements and Use of Service Connection**

The Customer shall ensure that the Customer's facilities comply with the requirements of this By-law, any statute, code or regulation and with the Town's specifications. The customer shall not use a Service Connection or any Water Services received in a manner so as to cause interference with any other Customer's use of a Service Connection or Water Services. At the Town's request, a Customer shall take whatever action is required to correct such interference or disturbance at the Customer's expense.

**7.5 Cross Connections**

- i. 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 Waterworks System to become contaminated or polluted in any way.
- ii. Where the Town determines that there exists a connection or Cross Connection prohibited by this Section, the Town 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.
- iii. Where the Customer fails to correct the connection or Cross Connection in accordance with the notice, in addition to any other penalty, the Town may disconnect the Service Connection for such time as the prohibited connection or Cross Connection continues.

**7.6 Unauthorized Use of Water**

- i. A Customer shall not use water from the Waterworks System, or allow water obtained from the Waterworks System to be used:
  - a) In an unauthorized manner;
  - b) In a manner that will impede water used by other Customers;
  - c) Unless an Account has been opened by the Customer; or
  - d) Unless the water has first passed through a Meter.
- ii. If the Town finds an unauthorized use of water including as a result of any tampering with a Meter or other facilities, the Town may make such changes to the 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.
- iii. Upon finding an unauthorized use of water, the Town may disconnect the Service Connection immediately, without notice and shall charge the Customer all costs incurred in correcting the condition, in addition to any other rights and remedies which may be available to the Town.
- iv. A Customer 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 the Town of the amount of water used in contravention of this Section;

- b) All costs incurred by the Town in dealing with the contravention; and
- c) Any other applicable fees or charges provided for in the Fees and Charges By-law.

**7.7 Customer to pay relocation Costs**

The customer shall pay all costs of relocating the Town'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 cause by the Customer. If requested by the Town, the Customer shall pay the estimated cost of the relocation in advance.

**7.8 Prohibited Extension of Customer Owned Facilities**

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

**7.9 Town's Right of Entry**

- i. As a condition of receipt of Water Services and as operational needs dictate, authorized representatives of the Town 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 the Town's facilities;
  - b) Investigating or responding to a Customer complaint or inquiry;
  - c) Conducting an unannounced inspection where the Town has reasonable grounds to believe that theft of Water Services or interference with facilities (including but not limited to a Meter) has occurred or is occurring; or
  - d) For any other purpose incidental to the provision of Water Services
- ii. The Town 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 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 Section 7.9(i)(c) above.
- iii. The Customer shall pay a no access fee sufficient to cover the Town's reasonable out-of-pocket and administrative costs, if the Town'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.
- iv. No person shall hinder, interrupt or cause to be hindered any authorized representatives of the Town in the exercise of any of the powers or duties relating to the Waterworks System as authorized or required in the By-law.

**7.10 Removal of Town Facilities**

Where any Customer discontinues Water Services furnished by the Town, or the Town lawfully refuses to continue any longer to supply it, any authorized representative of the Town may at all reasonable times enter the Property in or upon which such Customer was supplied with Water Services to remove any facilities in or upon such property.



## **SECTION 8 – UTILITY ACCOUNTS AND WATER SERVICE**

### **8.0 Requirement for Account**

A Customer shall apply for an account with the Town, pay all applicable fees and provide the applicable security deposit as set out in Schedule "A" as conditions of obtaining Water Services, regardless of whether the Water Services required installation of a new Service Connection or construction of any new facilities.

### **8.1 Obligation to Pay**

- i. The Town may add to a Customer's account the charges for all Water Services provided by the Town 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.
- ii. 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.
- iii. The amount of the billing shall be based upon the rates, fees and charges set out in the Fees and Charges By-law, or other charges set out in this By-law, with water consumption being determined by the applicable Meter reading obtained on a bi-monthly basis, or such other frequency in the discretion of the Town. Where a Meter reading is not obtainable, at the discretion of the Town, a system-generated estimate may be used.
- iv. Payment on Accounts may be made to the Town at such locations designated, and under any payment method approved, by the Town from time to time.

### **8.2 Past Due Accounts**

- i. A late payment charge of 2.5% per month, compounded, shall be applied to all charges on a Customer's Account if the Customer's payment has not been received by the Town by the due date. The Customer shall also be charged a dishonoured cheque charge for each cheque returned for insufficient funds.
- ii. Any charge on a Customer's Account remaining unpaid after the due date will be in arrears and constitute a debt owing to the Town and is recoverable by any or all of the following methods, namely:
  - a) By disconnecting the Service Connection to the Customer, drawing on the security deposit held by the Town and imposing a re-connection fee prior to reestablishing Water Services;
  - b) By adding the outstanding account balance to the tax roll of an Owner of a property, if the account is in the Owner's name.
  - c) By action, in any Court of competent jurisdiction; or
  - d) By distress and the sale of the goods and chattels of the Customer owing the rates, charges, tolls, fares or rents wherever they may be found in the Town.

## **SECTION 9 – SERVICE DISONNECTION AND RECONNECTION**

### **9.0 Disconnection without Notice**

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

### **9.1 Disconnection with Notice**

- i. The Town may withhold connection or may disconnect a Customer's Service Connection (without prejudice to any of the Town'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 By-law or the Fees and Charges By-law, 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 By-law; or
- d) Any other similar circumstances to those described above that the Town determines, in its sole discretion, acting reasonable, require the withholding or disconnecting of service upon 48 hours notice.

**9.2 Reconnection of Service**

- i. Before the Town reconnects or restores Water Services, the Customer shall pay:
  - a) Any amount owing to the Town for the provision of water services;
  - b) The applicable security deposit as set out in Schedule "A"; and
  - c) A reconnection charge.

**SECTION 10 – ENFORCEMENT**

**10.0 Offence**

- i. A Person who contravenes this By-law is guilty of an offence.

**10.1 Continuing Offence**

- i. 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 and offence is liable to a fine in an amount not less than that established by this By-law for each such day.

**10.2 Vicarious Liability**

- i. For the purposes of this By-law, 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.

**10.3 Corporations and Partnerships**

- i. When a corporation commits an offence under this By-law, 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.
- ii. If a partner in a partnership is guilty of an offence under this By-law, 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.

**10.4 Fines and Penalties**

- i. A person who is guilty of an offence is liable to a fine in an amount not less than that established in this Section and not exceeding \$10,000.00 and to imprisonment for not more than 6 months for non-payment of a fine.
- ii. Without restricting the generality of subsection (i) the following fine amounts are established for use on Municipal Tags and Violation tickets if a voluntary payment option is offered:

- a) \$100.00 for any offence for which a fine is not otherwise established in this Section;
- b) \$250.00 for any offence under Sections 3.2, 6.0, 7.6, 7.9;
- c) \$500.00 for any offence under Section 7.5; and
- d) Double these fine amounts for any subsequent offence.

**10.5 Municipal Tag**

- i. A Peace Officer is hereby authorized and empowered to issue a Municipal Tag to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this By-law.
- ii. A Municipal Tag shall be in a form approved by the Town Manager and shall state:
  - a) Either personally; or
  - b) By mailing a copy to such person at his last known post office address.
- iii. The Municipal Tag shall be in a form approved by the Town Manager and shall state:
  - a) The name of the person;
  - b) The offence;
  - c) The specified penalty established by this By-law for the offence;
  - d) That the penalty shall be paid within 30 days of the issuance of the Municipal Tag; and
  - e) Any other information as may be required by the Town Manager.

**10.6 Payment in Lieu of Prosecution**

Where a Municipal Tag is issued pursuant to this By-law, the person to whom the Municipal Tag is issued may, in lieu of being prosecuted for the offence, pay to the Town the penalty specified within the time period indicated on the Municipal Tag.

**10.7 Violation Ticket**

- i. If a Municipal Tag has been issued and if the specified penalty has not been paid within the prescribed time, then a Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*;
- ii. Notwithstanding subsection (i), a Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedures Act* to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of the By-law.
- iii. If a Violation Ticket is issued in respect of an offence, the Violation Ticket may;
  - a) Specify the fine amount established by this By-law for the offence; or
  - b) Require a person to appear in court without the alternative of making voluntary payment.

**10.8 Voluntary Payment**

- i. 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 By-law 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.

**10.9 Obstruction**

A person shall not obstruct or hinder any person in the exercise or performances of the person's powers pursuant to this By-law.

**SECTION 11 – POWERS OF THE TOWN MANAGER**

- I. Town council hereby delegate to the town Manager all those powers stipulated by this By-law to be exercised by the Town and all necessary authority to exercise those powers, excluding thereout, the power to set utility rates or enact By-laws, or do anything else reserved exclusively for Town Council pursuant to the provisions of the *Municipal Government Act*.
- II. Without limiting the generality of the foregoing, the Town Manager may deal with 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;
  - c) Measurement of water consumption;
  - d) Procedures or requirements concerning investigating customer complaints and concerns;
  - e) Procedures or requirements for upgrading, re-sizing relocating or otherwise changing a Service Connection, whether at the instigation of the Town or at the request of a customer.
  - f) Turn-on and turn-off of Water Services, whether at the instigation of the Town or at the request of the customer.
  - g) Supply of water for firefighting purposes, including without limitation procedures or requirements concerning the maintenance of public or private fire hydrants and permissible use of water from fire hydrants; and
  - h) Delegate and powers, duties or functions under the By-law to an employee of the Town.

**SECTION 12 – TRANSITIONAL**

**12.0 Enactment**

- i. This By-law shall come into force and effect when it received third reading and is duly signed.

READ A FIRST TIME IN COUNCIL THIS 25 DAY OF July, 2011

READ A SECOND TIME IN COUNCIL THIS 22 DAY OF August, 2011

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS 22 DAY OF August, 2011





Leora Mackinnon  
Mayor



Ken Gwozdz  
Chief Administrative Officer

## Schedule "A"

### Security Deposits

Meter Size	Deposit
5/8"	\$225.00
3/4"	\$300.00
1"	\$600.00
1.5"	\$1,100.00
2"	\$1,500.00
3"	\$2,500.00
4"	\$5,000.00