

LAC STE. ANNE COUNTY

BYLAW No. 36-2021

SEWAGE BYLAW

A BYLAW REGULATING AND PROVIDING FOR THE TERMS, CONDITIONS, RATES AND CHARGES FOR THE SUPPLY AND USE OF SEWAGE SERVICES PROVIDED BY LAC STE. ANNE COUNTY

WHEREAS, pursuant to section 3 of the *Municipal Government Act* the purposes of a municipality include providing 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(a) of the *Municipal Government Act* a council of a municipality may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property;

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, pursuant to section 5.1 of the *Private Sewage Disposal Systems Regulation* a municipality may make bylaws restricting the type of systems recognized in the Alberta Private Sewage Systems Standard of Practice in force that can be constructed or used in new installations of private sewage disposal systems;

NOW THEREFORE the Council of Lac Ste. Anne County, in the Province of Alberta, duly assembled, enacts as follows:

PART I - TITLE AND DEFINITIONS

Bylaw Title

- 1 This Bylaw shall be known as “The Sewer Utility Bylaw”.

Definitions

- 2 In this Bylaw, unless the context otherwise requires:
 - (a) “**Account**” means an agreement between a Customer and the County for the supply of Sewage 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 County;
 - (b) “**Alberta Private Sewage Systems Standard of Practice**” means the Alberta Private Sewage Systems Standard of Practice 2015, as amended or replaced from time to time, adopted by the *Private Sewage Disposal Systems Regulation, A/R 229/97*;
 - (c) “**Chief Administrative Officer**” means the Chief Administrative Officer of the County or their delegate;
 - (d) “**Council**” means the municipal council of Lac Ste. Anne County;
 - (e) “**County**” means the municipal corporation of Lac Ste. Anne County and its duly authorized employees, agents, contractors and other representatives or the geographic area contained within the boundaries thereof, as the context requires;
 - (f) “**Customer**” means any Person receiving Sewage Services and where the context or circumstances so require includes any Person who makes or has made an application for Sewage Services or otherwise seeks to receive Sewage Services and also includes any Person acting as an agent or representative of a Customer;

- (g) “**Dwelling**” means a private residence with sleeping and cooking facilities used or intended to be use as a residence;
- (h) “**Engineering Design Standards**” means the County’s Minimum Engineering Design Standards, or in the absence of such standards, generally accepted municipal engineering standards;
- (i) “**Emergency**” means a condition that creates an imminent danger or a real possibility of Property damage, or personal injury, or when a condition or situation is declared to be an emergency by Council, or the Federal or Provincial Crown, or other civil authority having jurisdiction;
- (j) “**Facilities**” means any infrastructure forming part of the Sewage System, including without limitation: Sewage 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 the County that is used for the collection, transmission, treatment and disposal of Sewage;
- (k) “**Hazardous Waste**” has the same meaning as in the *Environmental Protection and Enhancement Act* and any regulations thereunder;
- (l) “**Holding Tank**” means a tank designed to retain Sewage or effluent until it is transferred into mobile equipment for treatment off-site that meets or exceeds the requirements of CAN/CA-B66, “Design, Material, and Manufacturing Requirements for Prefabricated Septic Tanks and Sewage Holding Tanks”;
- (m) “**Multiple Dwelling**” means a wholly or partially residential development containing more than one Dwelling, whether or not the development is within a single building;
- (n) “**Municipal Tag**” means a tag or similar document issued by the County pursuant to the *Municipal Government Act* that alleges a bylaw offence and provides a Person with the opportunity to pay an amount to the County in lieu of prosecution for the offence;
- (o) “**Occupant**” means a Person occupying a Property, including a lessee or licensee, who has actual use, possession or control of the Property;
- (p) “**Owner**” means:
 - i. in the case of land, the Person who is registered under the *Land Titles Act* as the owner of the fee simple estate in the parcel of land; or
 - ii. in the case of any property other than land, the Person in lawful possession of it;
- (q) “**Peace Officer**” includes a Bylaw Enforcement Officer appointed by the County, a Community Peace Officer whose appointment includes enforcement of the County’s Bylaws and a member of the Royal Canadian Mounted Police;
- (r) “**Person**” means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative to whom the context applies according to law;
- (s) “**Private Drainage Line**” means that portion of a Service Connection, which extends from the Service Connection Point to and within a Customer’s Property, comprised of the Customer-owned assembly of pipes, fittings, fixtures, traps and appurtenances for the collection and transmission of Sewage into the Sewage System;
- (t) “**Private Sewage Disposal System**” means a system for the treatment and disposal of Sewage that is not connected to the Sewage System, including on-site Sewage treatment systems as defined in the Alberta Private Sewage Systems Standard of Practice, such as Holding Tanks, septic tanks, treatment field and mounds, open discharge systems, lagoons and Privies;

- (u) **“Privy”** means a small building having a toilet pedestal, or bench with a hole or holes, through which human excretion falls into an excavated pit or waterproof vault;
- (v) **“Property”** means:
 - i. in the case of land, a parcel of land including any buildings; or
 - ii. in other cases, personal property;
- (w) **“Recreational Vehicle”** means a vehicular or trailer type unit designed to provide temporary living quarters for recreational, camping, travel or seasonal use;
- (x) **“Service Areas”** means those geographic areas of the Municipality where Facilities are installed and Sewage Services are available to Customers, as more particularly described in Schedule “C” or in the Hamlet of Sangudo to this Bylaw;
- (y) **“Service Connection”** means all of the Facilities required to achieve a physical connection between the County’s Sewer Main abutting a Customer’s Property and a Private Drainage Line to allow a Customer to discharge Sewage, which includes a Sewer Service Line, a Service Connection Point and a Private Drainage Line,
- (z) **“Service Connection Point”** means the point on the Service Connection where a Sewer Service Line physically connects to a Private Drainage System;
- (aa) **“Sewage”** means the composite of liquid and water-carried wastes associated with the use of water for drinking, food preparation, washing, hygiene, sanitation or other domestic purposes, but does not include wastewater from industrial processes;
- (bb) **“Sewage Services”** includes the collection, transmission, treatment and disposal of Sewage, as applicable, and associated services offered to the Customer under this Bylaw;
- (cc) **“Sewage Services Guidelines”** means those guidelines, procedures, protocols, requirements, specifications or standards adopted by the Chief Administrative Officer from time to time, which are not inconsistent with the Terms and Conditions of Sewage Services attached as Schedule “C” to this Bylaw;
- (dd) **“Sewage System”** means the Facilities used by the County for the collection, transmission, treatment and disposal of Sewage, which is deemed to be a public utility within the meaning of the *Municipal Government Act*;
- (ee) **“Sewer Main”** means those pipes installed for the collection and transmission of Sewage within the County to which a Service Connection may be connected;
- (ff) **“Sewer Service Line”** means that portion of a Service Connection owned by the County that extends from the Sewer Main to the Service Connection Point;
- (gg) **“Terms and Conditions”** means the terms and conditions in respect of Sewage Services described in Schedules “A”, “B”, “C”, “D” and “E”;
- (hh) **“Violation Ticket”** has the same meaning as in the *Provincial Offences Procedure Act*;

PART II - PROVISION OF SEWAGE SERVICES

Terms and Conditions

- 3 All Sewage Services provided by the County shall be provided in accordance with Schedules “A”, “B”, “C”, “D” and “E” as applicable.

Fees and Charges

- (1) The County will provide Sewage Services to Customers within the Service Areas at the rates, fees or other charges specified in the respective Sewer Utility Rate Bylaw, as may be amended by Council by bylaw from time to time.
- (2) Where rates, fees or charges have not been established in Schedule "D" or the Sewer Utility Rate Bylaw for a particular service the Chief Administrative Officer may establish charges for services provided. Without limiting the generality of the foregoing, the Chief Administrative Officer may establish charges for the following:
 - (a) Service connection fees and/or developer contributions;
 - (b) Repair or replacement of damaged County Facilities where the Facilities are under the Customer's care or have been operated or interfered with by the Customer;
 - (c) Disconnection of service for non-payment;
 - (d) Missed appointment;
 - (e) After hour service callout.
- (3) Subject to subsection (4), additional services provided by the County to a Customer will be billed to the Customer in accordance with an agreement between the Customer and the County.
- (4) Additional costs arising from:
 - (a) requirements or requests for specific non-routine services not more particularly described in this Section or the acts or omissions of any particular Customer or defined group of Customers, or
 - (b) repairs or remedies of any loss or damage to Facilities or other property that is caused by a Customer or any other party for whom a Customer is responsible in law, including, without limitation, any costs or damages described in any judgment of a court in the County 's favour

may, at the Chief Administrative Officer'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 the County.

Sewage Services Guidelines

5

- (1) The Chief Administrative Officer may adopt, amend, repeal and replace Utility Service Guidelines from time to time as the Chief Administrative Officer deems advisable.
- (2) Without limiting the generality of subsection (1), Guidelines may deal with any or all of the following subject matters:
 - (a) procedures or requirements that a Customer must comply with before a Service Connection is installed or activated, or before Sewage Services are provided, or as a condition of ongoing provision of Sewage 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, Sewage Services 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; and
 - (d) procedures or requirements for upgrading, re-sizing, relocating or otherwise changing a Service Connection, whether at the instigation of the County or at the request of a Customer.

Notices

- 6 In any case in which written notice is required to be provided to a Customer pursuant to this Bylaw, the Chief Administrative Officer may serve notice:
- (a) personally;
 - (b) by mailing or delivering a copy of the notice to the last known address of the Customer as disclosed in the County’s assessment roll for the Property; or
 - (c) if the Customer does not answer the door, by placing a door hanger on the door of the Property.

PART III - ENFORCEMENT

Offence

- 7 A Person who contravenes any provision of this Bylaw is guilty of an offence.

Continuing Offence

- 8 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.

Vicarious Liability

- 9 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.

Corporations and Partnerships

10

- (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.

Fines and Penalties

11

- (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.
- (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 “F”.

Municipal Tag

12

- (1) 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 Bylaw.

- (2) A Municipal Tag may be issued to such Person:
- (a) either personally; or
 - (b) by mailing a copy to such Person at his last known post office address.
- (3) The Municipal Tag shall be in a form approved by the Chief Administrative Officer and shall state:
- (a) the name of the Person;
 - (b) the offence;
 - (c) the specified penalty established by this Bylaw 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 Chief Administrator.

Payment in Lieu of Prosecution

- 13 Where a Municipal Tag is issued pursuant to this Bylaw, the Person to whom the Municipal Tag is issued may, in lieu of being prosecuted for the offence, pay to the County the penalty specified within the time period indicated on the Municipal Tag.

Violation Ticket

14

- (1) 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*;
- (2) Notwithstanding subsection (1), a Peace Officer is hereby authorized and empowered to immediately 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;
- (3) 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.

Voluntary Payment

15 A Person who commits an offence may:

- (a) if a Violation Ticket is issued in respect of the offence; and
- (b) if the Violation Ticket specifies the fine amount established by this Bylaw for the offence;

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

Obstruction

16 No Person shall obstruct, hinder or impede any authorized representative of the County in the exercise of any of their powers or duties pursuant to this Bylaw.

PART IV - GENERAL

Schedules

17 The following schedules are included in, and form part of, this Bylaw:

- (a) Schedule "A" – General Terms and Conditions;
- (b) Schedule "B" – Terms and Conditions of Sewage Services;
- (c) Schedule "C" – Service Areas;
- (d) Schedule "D" – Fees and Other Charges; and
- (e) Schedule "E" – Specified Penalties.

Severability

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

Repeal

- 19 This Bylaw repeals the following bylaws:
- (a) County Bylaws 23-2019.

Enactment

20 This Bylaw shall come into force and effect when it receives third reading and is duly signed.

Read a first time this 8th day of December, 2021.

Read a second time this 8th day of December, 2021.

Given unanimous consent this 8th day of December, 2021.

Read a third time this 8th day of December, 2021.



Reeve
(SEAL)
County Manager

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

PART I - GENERAL SEWAGE PROVISIONS

Duty to Supply

1

- (1) The County having constructed, operated and maintained a Sewage System as a public utility shall continue, insofar as there is sufficient capacity and supply, to supply Sewage Services, upon such terms as Council considers advisable, to any Customer within the Service Areas situated along a Sewer Main.
- (2) All Sewage Services provided by the County shall be provided in accordance with these Terms and Conditions, and these Terms and Conditions shall apply to and be binding upon all Customers receiving Sewage Services from the County.

No Guarantee of Continuous Supply

2

- (1) The County does not guarantee or warrant the continuous capacity to collect, store and transmit Sewage and the County reserves the right to restrict the availability of Sewage Services or to disconnect Sewage Services, in whole or in part, with or without notice, in accordance with this Bylaw.
- (2) The County shall not be liable for damages, including losses caused by a break within the County's Sewage System or caused by the interference or cessation of Sewage Services for the proper maintenance of the County's Sewage System, or generally for any accident due to the operation of the County's Sewage System or for the disconnection of a Service Connection .

PART II - SERVICE CONNECTIONS

Application for Service Connection

3

- (1) A Customer requesting Sewage Services involving a new Service Connection shall apply to the Chief Administrative Officer by paying all associated fees and supplying information regarding the location of the Property to be served, the manner in which the Service Connection will be utilized, and any other information that may be reasonably required by the Chief Administrative Officer.
- (2) Upon receipt of all required information and fees, verification of the Customer's identity and the accuracy of the information, the Chief Administrative Officer will advise the Customer whether and on what terms the County is prepared to supply Sewage Services to the Customer, the type and character of the Service Connection(s) 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(s) and supply of Sewage Services.

Easements and Rights-of-Way

- 4 At the request of the Chief Administrative Officer, the Customer shall grant or cause to be granted to the County, without cost to the County, such easements or rights-of-way over, upon or under Property owned or controlled by the Customer as the County may reasonably require for the construction, installation, maintenance, repair, and operation of the Sewage System.

Design and Engineering Requirements for Service Connections

- 5 Detailed requirements for engineering and construction of Service Connections are set out in the Engineering Design Standards, or as may be otherwise directed by the Chief Administrative Officer. 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 County may reasonably require, signed and sealed by a professional engineer.

Construction of Service Connections

6

- (1) The County shall provide and install all Facilities up to the Service Connection Point, subject to the terms of the Utilities Bylaw including without limitation, payments by the Customer.
- (2) The Customer shall be responsible for the installation and condition of the Private Drainage 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 Drainage Line receives approval from the County prior to construction;
 - (b) shall not backfill the excavation until such time as the County has inspected the work or has advised approval of the work.

Customer Responsibility for Service Connection

7

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

Compliance with Requirements and Use of Service Connection

8

- (1) A Customer shall ensure that the Customer's facilities comply with the requirements of the Sewage Bylaw, all applicable statutes, codes, standards and regulations and with the County's specifications.
- (2) A Customer shall not use a Service Connection or any Utility Service received in a manner so as to interfere with any other Customer's use of a Service Connection, or Sewage Services.
- (3) A Customer who has breached subsection (2) shall, at the Chief Administrative Officer's request, take whatever action is required to correct such interference or disturbance at the Customer's expense.

Abandonment of Service Connection

- 9 Whenever a Customer wishes to abandon a Service Connection to accommodate subdivision or redevelopment of the Property the Customer shall first obtain approval from the Chief Administrative Officer for the method and location of abandonment and the Customer shall assume responsibility for all costs associated with the same.

Ownership of Facilities

10

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

Access to Facilities

11

- (1) No Person shall obstruct or impede the County's free and direct access to any Facilities.\
- (2) A Customer shall be responsible for managing vegetation on the Property owned or controlled by the Customer to maintain adequate clearances and reduce the risk of contact with the County's above-ground Facilities.
- (3) A Customer shall not install or allow to be installed on Property owned or controlled by the Customer any temporary or permanent structures that could interfere with the proper and safe operation of the County'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 the Chief Administrative Officer a notice in writing to do so, then in addition to any other legal remedy available the Chief Administrative Officer may take any steps necessary to remedy the contravention and may charge any costs of doing so to the Customer's Account.

Interference with or Damage to Facilities

12

- (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 the County.
- (2) A Customer is responsible to pay for the cost of repairing, replacing or otherwise remedying any damage to or loss of Facilities located on the Customer's Property unless occasioned by circumstances as determined in the Chief Administrative Officer's sole discretion to have been beyond the Customer's control.

Protection of Facilities on Customer's Property

- 13 The Customer shall furnish and maintain, at no cost to the County, the necessary space and protective barriers to safeguard Facilities installed or to be installed upon the Customer's Property. If the Customer refuses, the Chief Administrative Officer may, at his or her 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 Chief Administrative Officer's specifications and approval.

Customer to Pay Relocation Costs

- 14 The Customer shall pay all costs of relocating the County'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 the County, the Customer shall pay the estimated cost of the relocation in advance.

Prohibited Extension of Customer Owned Facilities

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

PART III - UTILITY ACCOUNTS

Requirement for Account

16

- (1) The Owner of a Property shall apply for an Account with the County and pay all applicable fees as a condition of obtaining Sewage Services, regardless of whether the provision of services requires installation of a new Service Connection(s) or construction of any new Facilities.
- (2) In the case of a Multiple Dwelling, the Chief Administrative Officer may require that a separate Account be opened in respect of each Dwelling within the Multiple Dwelling, regardless of the number of Service Connections through which sewage is delivered to the Multiple Dwelling.
- (3) Except as provided under this Utilities Bylaw, the County shall not grant Sewage Services to an Occupant that is not the Owner of the Property.
- (4) Notwithstanding subsection (3) above, an Owner may request to have bills mailed to an Occupant that is not the owner of the Property at a Property under the Owner's name; however, the Owner of a Property where Sewage Services are received shall be responsible for all services delivered or consumed and all fees, rates and charges levied for services delivered or consumed.
- (5) Upon the change of ownership of a Property supplied with Sewage Services, the new Owner shall apply for an Account with the County, failing which the County may deem an application to have been received from the new Owner of the Property and open an Account in the new Owner's name.

Security Deposits

17

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

Obligation to Pay

18

- (1) The Chief Administrative Officer may add to a Customer's Account the charges for all Sewage Services provided by the County 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 the Schedule "D".
- (3) Payment on Accounts may be made to the County at such locations designated, and under any payment methods approved, by the Chief Administrative Officer from time to time.

Past Due Accounts

19

- (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 the County by the due date. The Customer may also be charged a dishonored cheque charge for each cheque returned for insufficient funds.
- (2) Any charge on a Customer's Account remaining unpaid after the due date will be in arrears and constitute a debt owing to the County and is recoverable by any or all of the following methods, namely:
 - (a) by action, in any Court of competent jurisdiction;
 - (b) by disconnecting the Service Connection to the Customer, and imposing a re-connection fee prior to re-establishing Sewage Services;
 - (c) by the Chief Administrative Officer adding the outstanding Account balance to the tax roll of the Owner of the Property in accordance with the *Municipal Government Act*.

Disconnection without Notice

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

Disconnection with Notice

- 21 The Chief Administrative Officer may withhold connection or may disconnect a Customer's Service Connection (without prejudice to any of the County'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 the Sewage Bylaw or any agreement between the Customer and the County for the provision of Sewage Services; or
 - (d) any other similar circumstances to those described above that the Chief Administrative Officer determines, in its sole discretion, acting reasonably, require the withholding or disconnecting of service upon 48 hours' notice.

Reconnection of Service

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

The County's Right of Entry

23

- (1) As a condition of receipt of Sewage Services and as operational needs dictate, authorized representatives of the County 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 County's Facilities;
 - (b) investigating or responding to a Customer complaint or inquiry;
 - (c) conducting an unannounced inspection where the Chief Administrative Officer has reasonable grounds to believe that unauthorized use of Sewage Services or interference with Facilities has occurred or is occurring; and
 - (d) for any other purpose incidental to the provision of Sewage Services.
- (2) The Chief Administrative Officer will make reasonable efforts to notify the Customer in advance of entering a Customer's property or to notify any other Person who is at the Customer's property and appears to have authority to permit entry, except:
- (a) in cases of an Emergency;
 - (b) where entry is permitted by order of a court or other authority having jurisdiction;
 - (c) where otherwise legally empowered to enter;
 - (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 the County's reasonable out-of-pocket and administrative costs, if the County'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.

Removal of County Facilities

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

False Information

- 25 No Person shall supply false information or make inaccurate or untrue statements in a document or information required to be supplied to the County pursuant to the Utilities Bylaw.

SCHEDULE "B"**TERMS AND CONDITIONS OF SEWAGE SERVICES****Unauthorized Use of Sewage System**

1

- (1) No Person shall use the Sewage System, or allow the Sewage System to be used:
 - (a) in a manner that will impede the Sewage System's use by other Customers;
 - (b) unless an Account has been opened by the Customer; or
 - (c) in any other unauthorized manner.
- (2) If the Chief Administrative Officer finds an unauthorized use of the Sewage System including without restriction any tampering with any of the Facilities, the Chief Administrative Officer may make such changes in its Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities, and also to ensure the safety of the general public.
- (3) Upon finding an unauthorized use of the Sewage System, the Chief Administrative Officer may disconnect the Service Connection immediately, without notice and shall charge the Person all costs incurred in correcting the condition, in addition to any other rights and remedies that may be available to the County.
- (4) A Person that uses the Sewage System in contravention of this Section shall pay the following charges:
 - (a) the applicable rate for the Sewage Services used based on an estimate by the Chief Administrative Officer of the value the contravention of this Section;
 - (b) all costs incurred by the County in dealing with the contravention; and
 - (c) any other applicable fees or charges provided for in this Bylaw.

Required Connection to Existing Development

2

- (1) The Owner of any developed Property located adjacent to an existing Sewer Main shall make application to connect to the Sewage System, at the Owner's expense and in accordance with the provisions of this bylaw, no later than October 31st 2023.
- (2) The Owner of any developed Property located adjacent to a newly constructed Sewer Main shall make application to connect to the Sewage System, at the Owner's expense and in accordance with the provisions of this bylaw, within 12 months of the date the adjacent Sewer Main becomes operational.
- (3) Any Owner with an existing private sewage system that connects to an existing sewer main prior to October 31st 2023 shall have the connection fees outlined in the Public Works Fees and Charges Bylaw waived for any initial connection to the system.

New Development Along Sewer Main

- 3 On Property within the Service Area Maps outlined in Schedule C or in the Hamlet of Sangudo, all new development, including redevelopment, must physically connect to the Sewage System prior to occupancy and no Private Sewage Disposal System shall be approved.
- 4 On Property within the Service Area Maps outlined in Schedule C or in the Hamlet of Sangudo, all new approved subdivisions shall be required to install sewer line and curb stops to the property line of all parcels including the remainder as a condition of subdivision.

New Development Without Sewer Main

- 5 On Property without access to a Sewer Main and outside Service Areas Maps Outlined in Schedule C or in the Hamlet of Sangudo, all new development, including redevelopment, must install an approved Private Sewage Disposal System.

New Development Near Water Bodies

6

- (1) On Property without access to a Sewer Main and outside Service Areas Maps Outlined in Schedule C or in the Hamlet of Sangudo but having its nearest point less than 500 metres away from any river, lake, stream or other body of water shall install a Private Sewage Disposal System in line with Provincial Regulations.

Private Sewage Disposal Systems

7

- (1) Once a Property is connected to the Sewage System, no Person shall, unless authorized in writing by the Chief Administrative Officer, maintain any Private Sewage Disposal System intended or used for the collection or disposal of Sewage on that Property.
- (2) The Chief Administrative Officer may allow a Person to maintain a Private Sewage Disposal System subject to such terms and conditions as the Chief Administrative Officer deems necessary, including but not limited to imposing a limit on the period of time for which the Private Sewage Disposal System may be used.
- (3) No Person who has been granted permission by the Chief Administrative Officer to maintain a private Sewage Disposal System shall allow that alternate facility to be connected, directly or indirectly, to the Sewage System.

Privies

- 8 No new Privy may be installed in the County unless it is equipped with a water-tight Holding Tank and otherwise complies with the Alberta Private Sewage Systems Standards of Practice, including any setback requirements.
- 9 On or before August 31st, 2001 all owners of properties with outdoor privies and toilet facilities lying within one (1) kilometer of any river, stream, or lake within Lac Ste. Anne County shall install and maintain a holding tank as approved under the provisions of the Alberta Safety Codes Act and Regulations thereunder for the purpose of sewage treatment and disposal.

Recreational Vehicles

- 10 Any Recreational Vehicle that is parked on a vacant parcel of land for 72 hours or more must be:
- (a) connected to a water tight Holding Tank;
 - (b) moved offsite to discharge at an approved hauled Sewage discharge location; or
 - (c) pumped out by an approved sewage hauling operator with the Owner of the Recreational Vehicle retaining receipts which shall be produced at the request of the County.

Authorizations and Approvals for Private Sewer Line

11

- (1) The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Sewer Line.
- (2) The County shall not be required to commence Sewage 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 County's requirements applicable to the installation and operation of the Private Sewer Line. The County reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

Discharge into Sewage System

12

- (1) Except as agreed to in writing by the Chief Administrative Officer, no Person shall discharge or permit to be discharged into the Sewage System any matter other than domestic Sewage resulting from normal human living processes.
- (2) For greater certainty, and without in any way restricting subsection (1), no Person shall discharge or permit to be discharged into the Sewage System:
 - (a) any matter containing Hazardous Waste;
 - (b) 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;
 - (c) 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 Sewage System;
 - (d) any matter with corrosive properties which, by itself or in combination with any other substance, may cause damage to the Sewage System;
 - (e) any condensing water, heated water or other liquids of a temperature higher than one hundred and seventy (170) degrees Fahrenheit;
 - (f) the contents of any privy vault, manure pit or cesspool; or
 - (g) the contents of a sump pump or surface drainage.

Commercial or Industrial Wastes

13

- (1) No wastewater or other matter resulting from any commercial, trade, industrial or manufacturing process shall be discharged or permitted to be discharged into the Sewage System unless prior approval has been granted by the Chief Administrative Officer and only then after any required pretreatment of the wastewater or other matter as prescribed by the Chief Administrative Officer.
- (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.

No Dilution

14 No Person shall dilute or permit to be diluted any wastewater in order to enable its discharge in compliance with these Terms and Conditions.

Oil, Grease and Sand Interceptors

15

- (1) The Customer of any Property on which there is commercial or institutional food preparation shall provide a grease and oil interceptor on all fixtures that may release oil and grease.
- (2) The Customer of any industrial, commercial or institutional Property where vehicles or equipment are serviced, repaired, disassembled or washed shall provide a grease, oil and sand interceptor on all fixtures that may release grease, oil or sand.

- (3) The Chief Administrative Officer may require a Customer of any Property to install an interceptor if the Chief Administrative Officer, 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 Owner.

Protection of Sewage System

16

- (1) No Person shall remove, damage, destroy, alter or tamper with any Facilities forming part of the Sewage System, except as authorized by the Chief Administrative Officer.
- (2) No person shall interfere with the free discharge 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 Sewage System.
- (3) In case of a blockage, either wholly or in part, of the Sewage System by reason of negligence or the failure or omission to strictly comply with the provisions of this 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 the County may be held liable for due to such blockages.

Hauled Sewage

- 17 No Person shall discharge or permit the discharge of hauled Sewage except at a hauled Sewage discharge location approved by the Chief Administrative Officer and only then in accordance with any terms and conditions imposed by the Chief Administrative Officer, including payment of applicable fees and charges.

Spills

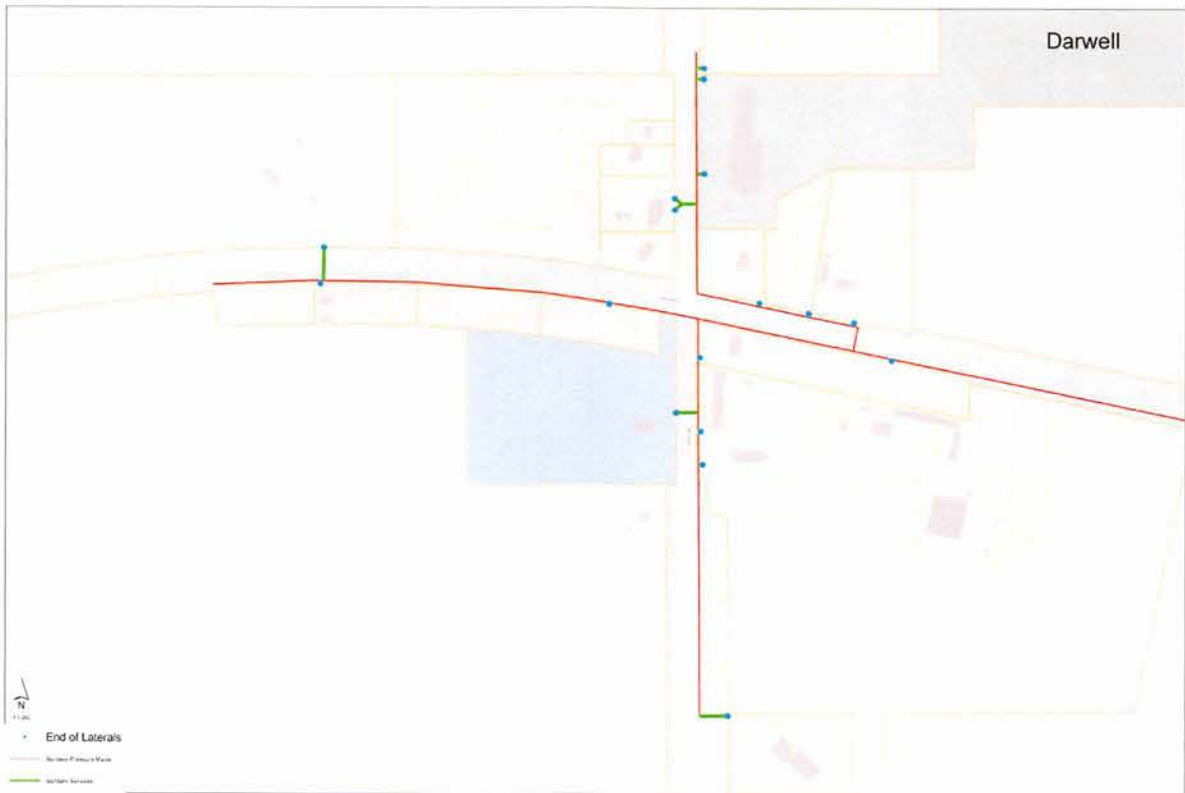
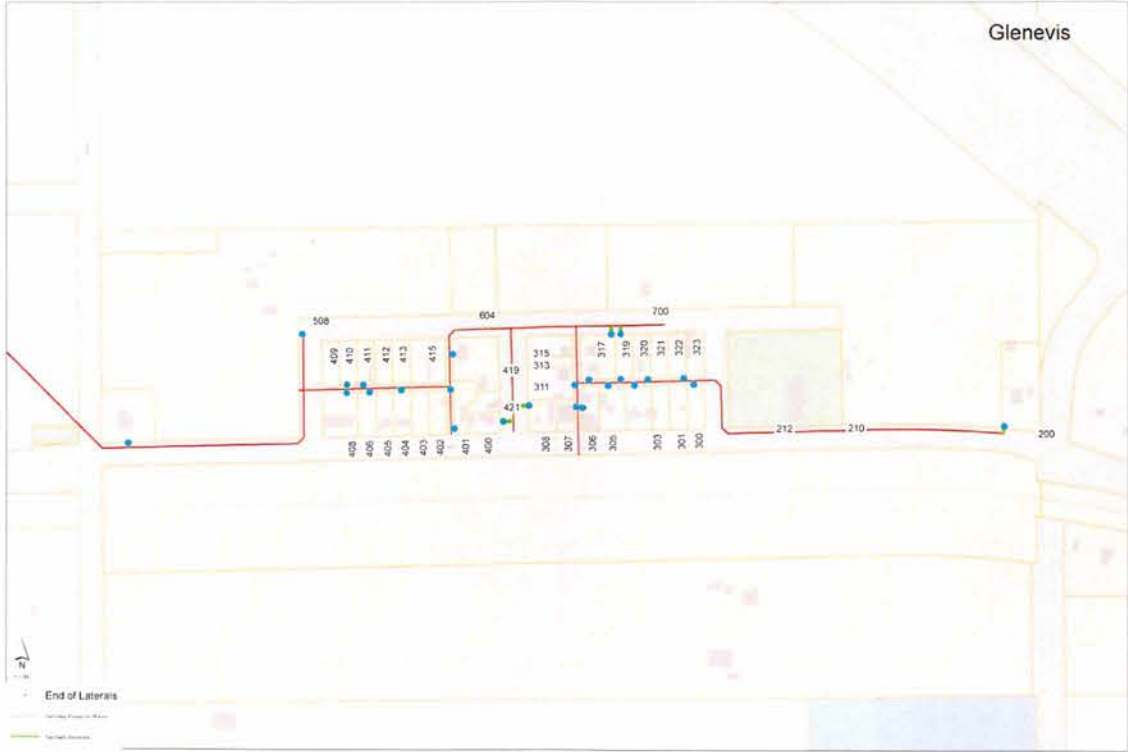
18

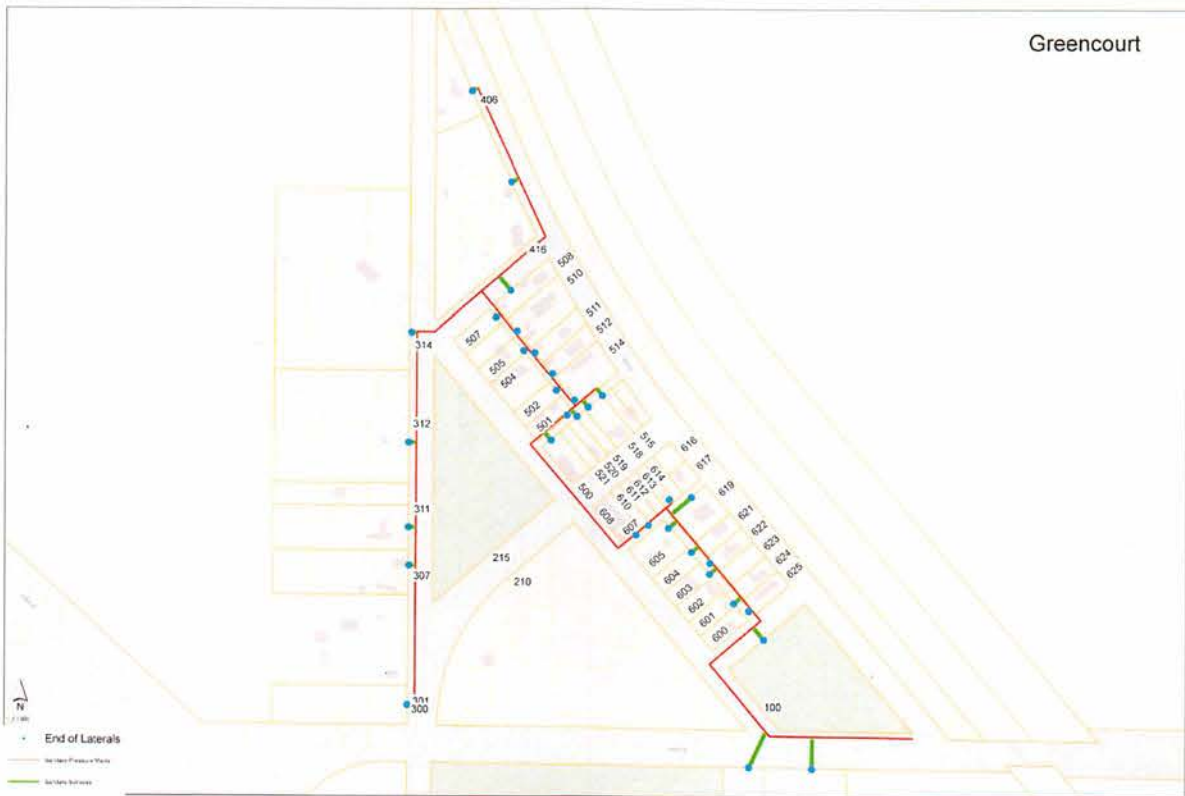
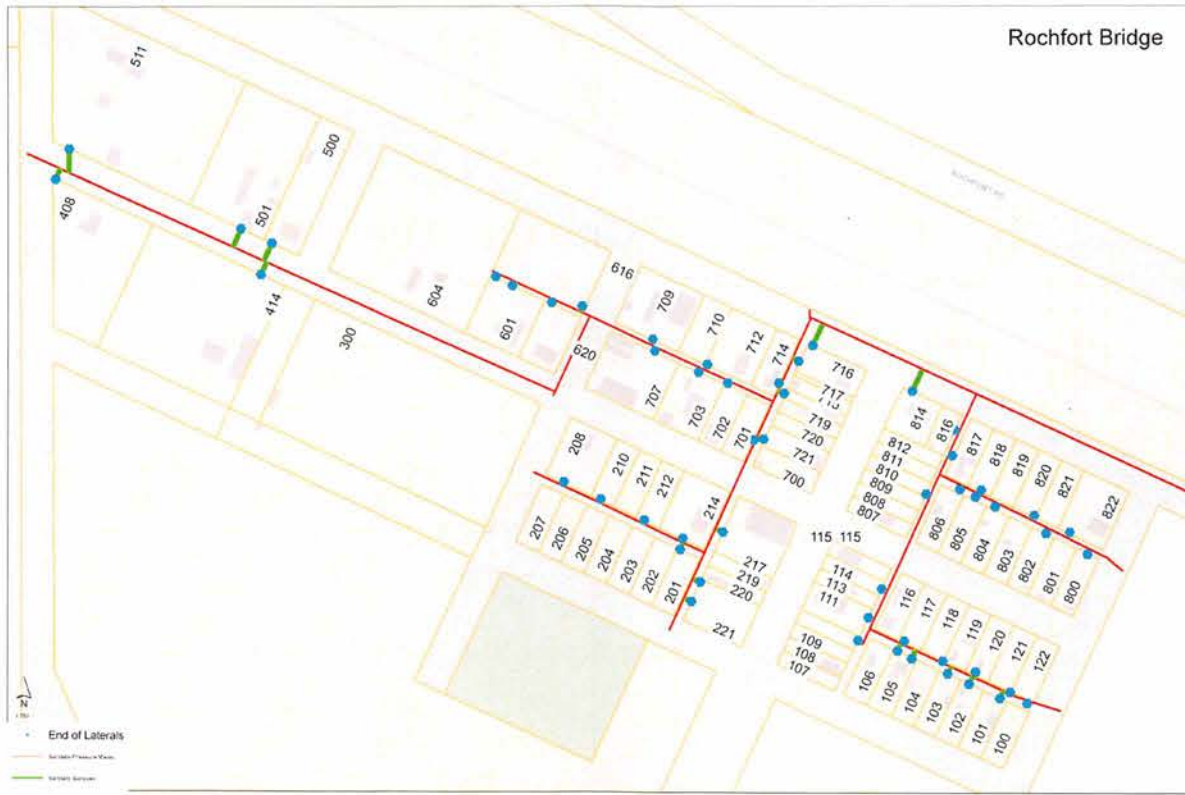
- (1) Any Person who discharges or permits the discharge of any Sewage or other matter contrary to this Bylaw shall, immediately after becoming aware of the discharge, notify:
- (a) the Chief Administrative Officer and provide the following information:
 - i. name of the Person causing or permitting the discharge;
 - ii. location of the release;
 - iii. name and contact information of the Person reporting the discharge;
 - iv. date and time of the discharge;
 - v. type of material discharged and any known associated hazards;
 - vi. volume of the material discharged; and
 - vii. corrective action being taken, or anticipated to be taken, to control the discharge;
 - (b) the Owner of the Property, where the Person reporting the discharge 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 discharge.

(2) The Person who discharged or permitted the discharge pursuant to subsection (1) shall, as soon as the Person becomes aware or ought to have become aware of the discharge, take all reasonable measures to:

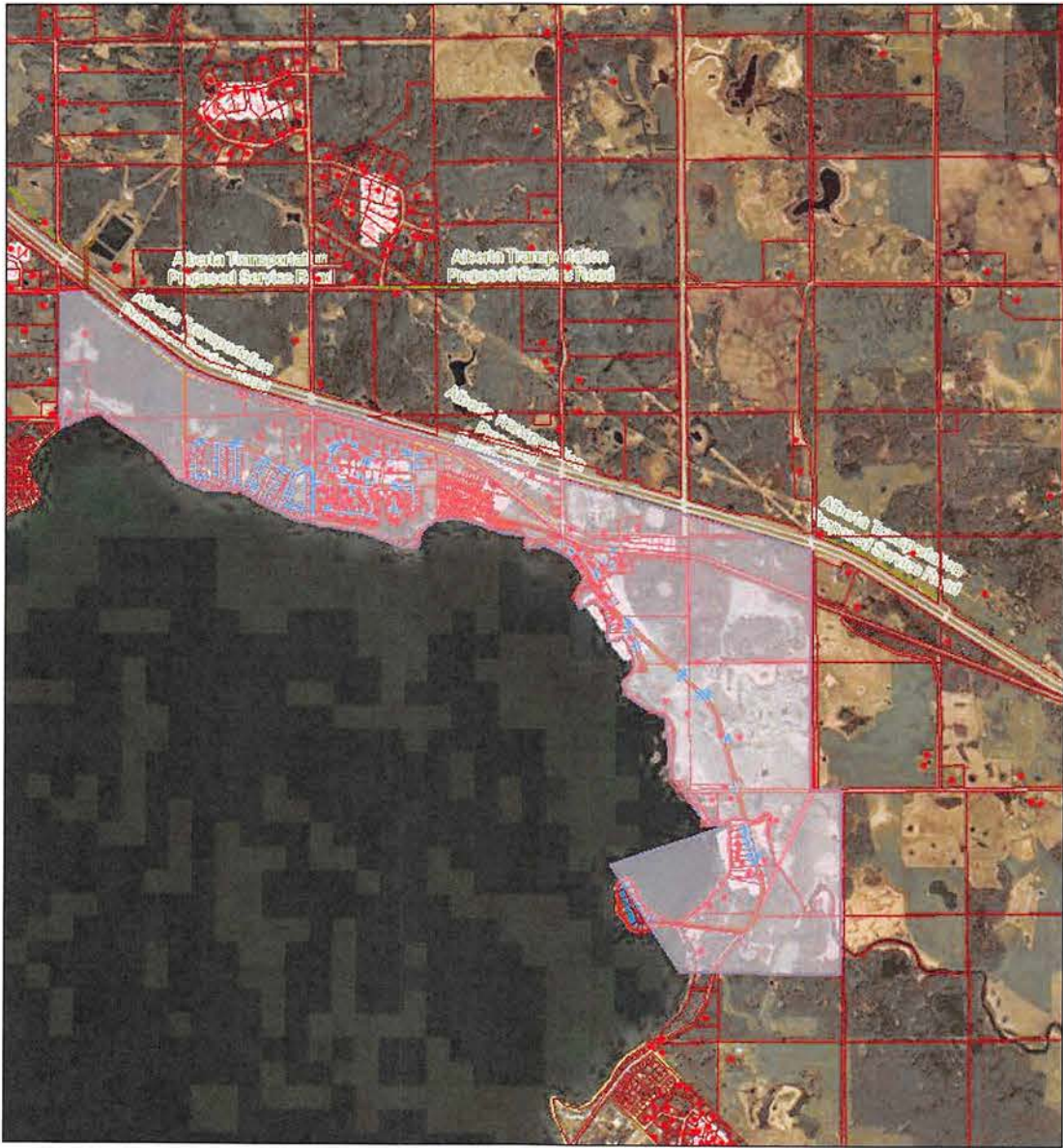
- (a) confine, remedy and repair the effects of the discharge; and
- (b) remove or otherwise dispose of the matter in a lawful manner so as to minimize all adverse effects.

SCHEDULE "C" SERVICE AREAS



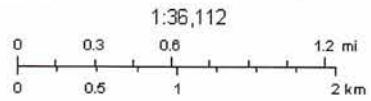


Lac Ste. Anne



November 9, 2017

- Rural Address
- Land Parcels
- Proposed Overpass
- Proposed Service Road
- Manhole
- ssFitting
- Sewer Shutoff
- Sewer Laterals
- Sewer Mains
- Forced Main Development Zone



ISACG Department

Development App
ISACG Department

SCHEDULE "D"
RATES, FEES AND CHARGES

Sewage Services

1

(1) , Fees and Charges for Sewage Services are as follows:

(1) Service Connection Fees

| | Sewage Services |
|--|------------------------|
| CHERHILL | \$500.00 |
| DARWELL | \$500.00 |
| GREENCOURT | \$500.00 |
| GLENEVIS | \$500.00 |
| ROCHFORT | \$500.00 |
| SANGUDO | \$500.00 |
| North 43 Lagoon Connection (Residential Connection) | \$1500.00 |
| North 43 Lagoon Connection (Commercial Connection) | \$3000.0 |

SCHEDULE "E"
SPECIFIED PENALTIES

| Section | Offence | Specified Penalty |
|-------------------------------|---|--|
| s. 16 | Obstruct an authorized representative | \$250.00 |
| Schedule "A", s. 6(2)(b) | Backfill before Service Connection inspection | \$500.00 |
| Schedule "A", s. 9(2)(c) | Interfere with another Customer's Service Connection | \$1000.00 |
| Schedule "A", s. 12(1) | Obstruct access to Facilities | \$250.00 |
| Schedule "A", s. 12(2) | Failure to manage vegetation on Property | \$100.00 |
| Schedule "A", s. 12(3) | Install structure that interferes with proper and safe operation of Facilities | \$500.00 |
| Schedule "A", s. 11(1) | Interfere with or alter Facilities | \$1000.00 |
| Schedule "A", s. 9 | Extend Customer-owned infrastructure beyond Property | \$600.00 |
| Schedule "A", s. 20 | Supply false or inaccurate information | \$250.00 |
| Schedule "B", s. 1(1)(a) | Use Sewage System in unauthorized manner | \$250.00 |
| Schedule "B", s. 1(1)(b) | Impede Sewage Use of other Customers | \$200.00 |
| Schedule "B", s. 1(1)(c) | Use Sewage Service without an account | \$300.00 |
| Schedule "B", s. 7 | Unauthorized alternate sewer supply | \$400.00 |
| | | \$250.00 |
| Schedule "B", s. 10(1) | Discharge matter other than household waste | \$250.00 |
| Schedule "B", s. 11(1) | Discharging industrial wastewater without approval or proper pretreatment | \$1000.00 |
| Schedule "B", s. 12 | Diluting wastewater to allow for discharge into Sewer | \$500.00 |
| Schedule "B", s. 14(1) | Tampering with Sewage System without authorization | \$500.00 |
| Schedule "B", s. 14(2) | Interfering with the free discharge of Sewer Main | \$250.00 |
| Schedule "B", s. 15 | Discharge of hauled Sewage at location not approved by the Chief Administrative Officer | \$250.00 |
| Any subsequent offence | | Double the specified penalty listed above |