

BYLAW NO. 2081-24

BEING A BYLAW OF THE CITY OF WETASKIWIN IN THE PROVINCE OF ALBERTA REGULATING AND PROVIDING FOR THE TERMS, CONDITIONS, RATES AND CHARGES FOR THE SUPPLY AND USE OF WATER SERVICES AND WASTEWATER SERVICES PROVIDED BY PEACE HILLS UTILITIES INC. WITHIN THE CITY OF WETASKIWIN

WHEREAS pursuant to section 3 of the *Municipal Government Act*, RSA 2000, Chapter M-26, as amended, 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 the City of Wetaskiwin has contracted with Peace Hills Utilities Inc. for the provision of water and wastewater utility services within the City; and

WHEREAS the City of Wetaskiwin wishes to set the terms and conditions, and rates and charges under which water and wastewater utility services shall be provided by Peace Hills Utilities Inc.;

NOW THEREFORE the Council of the City of Wetaskiwin, in the Province of Alberta, duly assembled, enacts as follows:

PART I - TITLE AND DEFINITIONS

1. TITLE

1.1 This bylaw shall be known as the *'Water and Wastewater Bylaw'*.

2. PURPOSE

2.1 The purpose of this bylaw is to confirm that the City of Wetaskiwin (City) and Peace Hills Utilities Inc. (PHU) have entered into an agreement for PHU to be the sole provider of Water Services and Wastewater Services to Customers within the City and approve:

- a) rates, fees, and charges for Water Services and Wastewater Services provided by PHU to Customers within the City; and
- b) terms and Conditions for Water Services and Wastewater Services, and a mechanism whereby Utility Services Guidelines that are not inconsistent with this bylaw may be implemented by PHU and amended or replaced from time to time.

3. DEFINITIONS

3.1 In this Bylaw, unless the context otherwise requires:

- a) **'Account'** means an agreement between a Customer and PHU for the supply of Utility 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 PHU;

- b) **‘Accredited Laboratory’** means any laboratory accredited by an authorized accreditation body in accordance with a standard based on ‘CAN-P-1585: Requirements for the Accreditation of Environmental Testing Laboratories’ established by the Standards Council of Canada, as amended, or ‘ISO/IEC/EN 17025: General Requirements for Competence of Calibration and Testing Laboratories’ established by the International Organization for Standardization, as amended;
- c) **‘Additional Overstrength Surcharge’** means a rate, fee, or charge imposed upon a Person who releases Wastewater to the Wastewater System that exceeds one or more constituent concentrations set out in Column ‘B’ of Schedule ‘F’;
- d) **‘Alberta Private Sewage Systems Standard of Practice’** means the Alberta Private Sewage Systems Standard of Practice 2015, adopted by the Private Sewage Disposal Systems Regulation, A/R 229/97, as amended or replaced from time to time;
- e) **‘Best Management Practices (BMP)’** means an integrated plan to control and reduce the release of Restricted Waste and Prohibited Waste into the Wastewater System to a practicable extent, through methods including physical controls, Pre-Treatment processes, operational procedures, and staff training;
- f) **‘Biochemical Oxygen Demand (BOD)’** means the five-day BOD which is the determination of the molecular oxygen utilized during a five-day incubation period for the biochemical degradation of organic material (carbonaceous demand), and the oxygen used to oxidize inorganic material such as sulphides and ferrous iron, and the amount of oxygen used to oxidize reduced forms of nitrogen (nitrogenous demand) as determined by the appropriate procedure in Standard Methods;
- g) **‘Biomedical Waste’** means biomedical waste as defined in the Waste Control Regulation;
- h) **‘Blowdown Water’** means recirculating water that is discharged from a cooling or heating water system for the purpose of controlling the level of water in the system or for the purpose of discharging from the system materials contained in the system, the further build-up of which would or might impair the operation of the system;
- i) **‘Chemical Oxygen Demand (COD)’** means a measure of the capacity of water to consume oxygen as a result of oxidation of inorganic chemicals and decomposition of organic Matter;
- j) **‘City Manager’** means the Chief Administrative Officer of the City or the Chief Administrative Officer’s delegate;
- k) **‘City’** means the municipal corporation of the City of Wetaskiwin and its duly authorized employees, agents, contractors, and other representatives or the geographic area contained within the boundaries thereof, as the context requires;
- l) **‘Clear-Water Waste’** includes Non-Contact Cooling Water and other water that has not come into contact with Wastewater contaminant sources;
- m) **‘Code of Practice’** means a set of practices applicable to specific Designated Sector Operations; a code of practice identifies mandatory procedures, equipment, training, or other provisions required as a condition of Wastewater discharge into the Wastewater System. A code of practice may be included in approved Best Management Practices;
- n) **‘Combustible Liquid’** means a liquid that has a flash point not less than 37.8 degrees Celsius and not greater than 93.3 degrees Celsius;

- o) **‘Compliance Program’** means the necessary steps undertaken by a Customer to bring Wastewater discharged into the Wastewater System into compliance with the terms and conditions of this Bylaw or related permit. Compliance Programs are applicable to existing Customers only; new Customers must fully comply with the requirements of this bylaw;
- p) **‘Composite Sample’** means a volume of Wastewater made up of four or more Grab Samples that have been combined automatically or manually and taken at intervals during the sampling periods;
- q) **‘Cooling Water’** means water that is used in a process for the purpose of removing heat and that has not, by design, come into contact with any raw material, intermediate product, waste product or finished product, but does not include Blowdown Water;
- r) **‘Council’** means the municipal council of the City;
- s) **‘Cross Connection’** means any temporary, permanent, or potential connection of any piping, fixture, fitting, container, or appliance to the Water System that may allow backflow to occur, including but not limited to: swivel or changeover devices, removable sections, jumper connections, and bypass arrangements;
- t) **‘Cross Connection Control Device’** means a testable Canadian Standards Association (CSA) certified device that prevents the backflow of water;
- u) **‘Curb Stop’** means a valve connected to a Service Connection enabling the turning-on and shutting-off of the water supply to a Customer’s Property;
- v) **‘Customer’** means any Person receiving Utility Services and, where the context or circumstances so require, includes any Person who is named on an Account, or who makes or has made an application for Utility Services or otherwise seeks to receive Utility Services, and also includes any Person acting as an agent or representative of a Customer;
- w) **‘Dental Amalgam’** means a dental filling material consisting of an amalgam of mercury, silver, and other materials such as copper, tin, or zinc;
- x) **‘Dental Amalgam Separator’** means any technology, or combination of technologies, designed to separate Dental Amalgam particles from dental operation Wastewater;
- y) **‘Designated Sector Operations’** means Industrial, commercial, or Institutional sectors required to adopt Codes of Practice;
- z) **‘Domestic Wastewater’** means sanitary Wastewater produced on a residential premises, or sanitary waste and Wastewater from sanitary facilities produced on a non-residential property;
- aa) **‘Dwelling’** means a private residence with sleeping and cooking facilities used or intended to be use as a residence;
- bb) **‘Engineering Design Standards’** means the City’s Minimum Engineering Design Standards, or in the absence of such standards, generally accepted municipal engineering standards;
- cc) **‘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;
- dd) **‘Facilities’** means any infrastructure forming part of:

- i. the Water System, including without limitation: water treatment plants, reservoirs, pumping stations, Water Mains, Water Service Lines, bulk water stations, Curb Stops, valves, fittings, fire hydrants, chambers, Meters, Cross Connection Control Devices, and all other equipment and machinery of whatever kind owned by the City or PHU that is used to produce and supply potable water to Customers, or
 - ii. the Wastewater System, including without limitation: Wastewater treatment plants, Wastewater lagoons, pumping stations, Wastewater Mains, Wastewater Service Lines, valves, fittings, chambers and all other equipment and machinery of whatever kind owned by the City or PHU that is used for the collection, transmission, treatment and disposal of Wastewater, as the context requires;
- ee) **'Fees and Charges Bylaw'** means Bylaw 2045-23, as amended or repealed and replaced from time to time;
- ff) **'Flashpoint'** means the temperature at which enough vapour collects on the surface of a liquid to become flammable. The lower the flashpoint, the more flammable the material is;
- gg) **'Fuel'** means alcohol, gasoline, naphtha, diesel fuel, fuel oil, or any other ignitable substance intended for use as a fuel;
- hh) **'Grab Sample'** means a volume of Wastewater, Storm Water, or Uncontaminated Water which is collected over a period not exceeding 15 minutes;
- ii) **'Groundwater'** means water beneath the earth's surface accumulating as a result of seepage;
- jj) **'Hauled Waste'** means any Industrial waste which is transported to and deposited into any location in the Wastewater System, excluding Hauled Wastewater;
- kk) **'Hauled Wastewater'** means Wastewater removed from a collection system, including a cesspool, a septic tank system, a privy vault or privy pit, a chemical toilet, a portable toilet or a Wastewater holding tank;
- ll) **'Hazardous Substance'** means:
 - i. any substance or mixture of substances, other than a Pesticide, that exhibits characteristics of flammability, corrosivity, reactivity, or toxicity, and
 - ii. any substance that is designated as a hazardous substance within the meaning of the Environmental Protection and Enhancement Act and Waste Control Regulation;
- mm) **'Ignitable Waste'** means a substance that is:
 - i. a liquid, other than an aqueous solution containing less than 24 percent alcohol by volume and has a Flashpoint less than 93 degrees Celsius, as determined by the Tag Closed Cup Tester (ASTM D-56- 97a), the Setaflash Closed Cup Tester (ASTM D-3828-97 or ASTM D- 3278-96e1), the Pensky-Martens Closed Cup Tester (ASTM D-93-97), or as determined by an equivalent test method,
 - ii. a solid and is capable, under standard temperature and pressure, of causing fire through friction, absorption of moisture, or spontaneous chemical changes and, when ignited, burns so vigorously and persistently that it creates a danger,

- iii. a compressed gas within the meaning of the Dangerous Goods Transportation and Handling Regulation and the Dangerous Goods Transportation and Handling Act, or
- iv. an oxidizing substance within the meaning of the Dangerous Goods Transportation and Handling Regulation and Dangerous Goods Transportation and Handling Act;
- nn) **'Industrial'** means of or pertaining to manufacturing, commerce, trade, or business, as distinguished from domestic or residential;
- oo) **'Industrial Customer'** means any Owner or operator of Industrial, commercial, or Institutional premises from which there is a discharge of any Matter directly or indirectly into the Wastewater System;
- pp) **'Inspector'** means a Person authorized by PHU to conduct inspections, take measurements, conduct sampling, and perform testing, as contemplated in this Bylaw;
- qq) **'Institution'** means a facility, usually owned by a government, operated for public purposes, such as schools, universities, medical facilities (hospitals, nursing stations, nursing homes), museums, prisons, government offices, military bases. Some of these facilities produce non- residential discharges to the Wastewater System from, for example, laboratories, chemical use, or Industrial processes;
- rr) **'Institutional'** means of or pertaining to an Institution;
- ss) **'Interceptor'** means a receptacle that is installed to prevent oil, grease, sand, Dental Amalgam, or other materials from passing into the Wastewater System;
- tt) **'Lower Explosive Limit (LEL)'** means the concentration of a gas or vapour in the air. Below the LEL, there is not enough vapour in the air to fuel a fire;
- uu) **'Matter'** includes any solid, liquid or gas;
- vv) **'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 PHU to calculate and register the amount of water consumed relative to the land and buildings that the Meter is designed to monitor;
- ww) **'Monitoring Access Point'** means an access point, such as a chamber, in a Private Wastewater Line to allow for observation, sampling, and flow measurement of the Wastewater, Uncontaminated Water, or Storm Water therein;
- xx) **'Multiple Dwelling'** means a wholly or partially residential development containing more than one Dwelling, whether or not the development is within a single building;
- yy) **'Municipal Tag'** means a tag or similar document issued by the City pursuant to the Municipal Government Act that alleges a bylaw offence and provides a Person with the opportunity to pay an amount to the City in lieu of prosecution for the offence;
- zz) **'Non-Contact Cooling Water'** means water which is used to reduce temperature for the purpose of cooling, and which does not come into direct contact with any raw material, intermediate, or finished product other than heat;
- aaa) **'Non-Domestic Wastewater'** means all Wastewater except Domestic

Wastewater and Uncontaminated Water;

- bbb) **'Occupant'** means a Person occupying a Property, including a lessee or licensee, who has actual use, possession, or control of the Property;
- ccc) **'Oil and Grease'** means n-Hexane extractable Matter as described in Standard Methods;
- ddd) **'Oil - Water Separator'** means a three-stage oil-water separator that meets the Standard for Oil-Water Separators (ULC-S656-14) prepared by Underwriters' Laboratories of Canada or the equivalent oil-water separation technology able to achieve a Wastewater quality of 100 mg/L of Oil and Grease (mineral-synthetic/hydrocarbons) or less;
- eee) **'Overstrength'** means Wastewater released to the Wastewater System that is higher in concentration for one or more constituent concentrations set out in Schedule 'F' of this bylaw;
- fff) **'Overstrength Surcharge'** means a rate, fee, or charge imposed upon a Person who releases Wastewater to the Wastewater System that exceeds one or more constituent concentrations set out in Column 'A' of Schedule 'F'
- ggg) **'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;
- hhh) **'Pathological Waste'** means pathological waste within the meaning of the federal Human Pathogens and Toxins Act;
- iii) **'PCBs'** means any monochlorinated or polychlorinated biphenyl or any mixture of them or mixture that contains one or more of them;
- jjj) **'PHU'** means Peace Hills Utilities Inc. and its duly authorized employees, agents, contractors, and other representatives as the context requires;
- kkk) **'Peace Officer'** includes a Bylaw Enforcement Officer appointed by the City, a Community Peace Officer whose appointment includes enforcement of the City's bylaws, and a member of the Royal Canadian Mounted Police;
- lll) **'Person'** means any individual, firm, partnership, association, corporation, trustee, executor, administrator, or other legal representative to whom the context applies according to law;
- mmm) **'Pesticide'** means a pesticide regulated under the Pest Control Products Act, the Pesticide (Ministerial) Regulation, and/or Pesticide Sales, Handling, Use and Application Regulation;
- nnn) **'Pre-Treatment'** means the reduction, elimination, or alteration of Matter in Wastewater prior to discharge into the Wastewater System. This reduction or alteration can be obtained by physical, chemical, or biological processes, through pollution prevention, or by other means, except by diluting the concentration of the pollutants;
- ooo) **'Private Wastewater Disposal System'** means a system for the treatment and disposal of Wastewater that is not connected to the Wastewater System, including on-site Wastewater treatment systems as defined in the Alberta Private Wastewater Systems Standard of Practice;
- ppp) **'Private Wastewater 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 Wastewater into the Wastewater System;

- qqq) **'Private Water Line'** means that portion of a Service Connection, which extends from the Service Connection Point to and within a Customer's Property, comprised of the Customer-owned assembly of pipes, fittings, fixtures, traps and appurtenances for providing water to a Customer's Property, excluding the Meter supplied by PHU and owned by the City;
- rrr) **'Prohibited Waste'** means prohibited waste as defined in Schedule 'D' of this bylaw;
- sss) **'Property'** means:
- i. in the case of land, a parcel of land including any buildings, or
 - ii. in other cases, personal property;
- ttt) **'Reactive Waste'** means a substance that:
- i. is normally unstable and readily undergoes violent changes without detonating,
 - ii. reacts violently with water,
 - iii. forms potentially explosive mixtures with water
 - iv. When mixed with water, generates toxic gases, vapours, or fumes in a quantity sufficient to present danger to human health or the environment:
 - is a cyanide or sulphide bearing waste which, when exposed to pH conditions between 2 and 12.5, can generate toxic gases, vapours, or fumes in a quantity sufficient to present danger to human health or the environment;
 - is capable of detonation or explosive reaction if it is subjected to a strong initiating source or if heated under confinement;
 - is readily capable of detonation or explosive decomposition or reaction at standard temperature and pressure; or
 - is an explosive as defined in the regulations under the *Explosives Act*;
- uuu) **'Recreational Vehicle'** means a vehicular or trailer type unit designed to provide temporary living quarters for recreational, camping, travel, or seasonal use;
- vvv) **'Restricted Waste'** means restricted waste as defined in Schedule 'E' of this bylaw;
- www) **'Sampling Port'** means a valve, tap, or similar device on equipment, a drainpipe or at another suitable location, to allow for sampling, consistent with technical guidelines that PHU may establish or adopt from time to time;
- xxx) **'Service Connection'** means all the Facilities required to achieve a physical connection between:
- i. a Water Main and the structure, improvement, or location that receives Water Services, to allow a Customer to receive potable water, which includes a Water Service Line, a Service Connection Point, and a Private Water Line, or
 - ii. a Wastewater Main and the structure, improvement, or location that receives Wastewater Services, to allow a Customer to discharge Wastewater, which includes a Wastewater Service Line, a Service Connection Point, and a

Private Wastewater Line as the context requires;

- yyy) **'Service Connection Point'** means the point on the Service Connection where:
 - i. a Water Service Line physically connects to a Private Water Line, or
 - ii. a Wastewater Service Line physically connects to a Private Wastewater Line;
- zzz) **'Spill'** means a direct or indirect discharge into the Wastewater System which is abnormal in quantity or quality in light of all the circumstances of the discharge;
- aaaa) **'Standard Methods'** means a procedure or method set out in Standard Methods for the Examination of Water and Wastewater published jointly by the American Public Health Association, American Water Works Association, and the Water Environment Federation, recent or latest edition, or approved in writing by PHU;
- bbbb) **'Storm Sewer'** means a pipe, conduit, drain, open channel or ditch for the collection and transmission of Uncontaminated Water, Storm Water, drainage from land or from a Watercourse, or any combination thereof;
- cccc) **'Storm Water'** means the water running off the surface of a drainage area during and immediately after a period of rain or snow melt;
- dddd) **'Subsidiary Meter'** means a privately owned Meter installed on Property at the Customer's expense and utilized strictly for the Customer's purposes;
- eeee) **'Subsurface Water'** means Groundwater including foundation drain water;
- ffff) **'Terms and Conditions'** means the terms and conditions in respect of Water Services and Wastewater Services described in the Schedules of this bylaw;
- gggg) **'Total Suspended Solids (TSS)'** means insoluble Matter in liquid that is removable by filtration, as determined by the appropriate procedure described in Standard Methods;
- hhhh) **'Toxic Substance'** means any substance defined as toxic under the Environmental Protection Act 1999, and within the meaning of Alberta's Waste Control Regulation;
- iiii) **'Uncontaminated Water'** means water with a level of quality which is typical of potable water normally supplied by PHU;
- jjjj) **'Utility Services'** means Water Services or Wastewater Services or both;
- kkkk) **'Utility Services Guidelines'** means those guidelines, procedures, protocols, requirements, specifications or standards adopted by PHU from time to time pursuant to Section 8 of this bylaw;
- llll) **'Violation Ticket'** has the same meaning as in the Provincial Offences Procedure Act;
- mmmm) **'Waste Disposal Site Leachate'** means the liquid containing dissolved or suspended contaminants which emanates from waste (solid waste or garbage) and is produced by water percolating through waste or by liquid in waste;
- nnnn) **'Waste Radioactive Substances'** means substances defined in the federal Nuclear Safety and Control, and the regulations passed thereunder;
- oooo) **'Wastewater'** means the composite of water and water-carried wastes discharged from residential, commercial, Industrial, or Institutional Properties;
- pppp) **'Wastewater Discharge Permit'** means a permit issued pursuant to this bylaw by PHU, or an authorized representative of PHU, which authorizes and/or governs the discharge of Wastewater or other Matter into the Wastewater System;

- qqqq) **‘Wastewater Main’** means those pipes installed for the collection and transmission of Wastewater within the City to which a Service Connection may be connected;
- rrrr) **‘Wastewater Service Line’** means that portion of a Service Connection owned by the City that extends from the Wastewater Main to the Service Connection Point;
- ssss) **‘Wastewater Services’** includes the collection, transmission, treatment, and disposal of Wastewater within the City, as applicable, and associated services offered to the Customer under this bylaw;
- tttt) **‘Wastewater Sludge’** means solid material recovered from the Wastewater treatment process;
- uuuu) **‘Wastewater System’** means the Facilities used for the collection, transmission, treatment, and disposal of Wastewater within the City, which is deemed to be a public utility within the meaning of the Municipal Government Act;
- vvvv) **‘Wastewater Treatment Facility’** means any structure or thing used for the physical, chemical, biological, or radiological treatment of Wastewater, and includes sludge treatment, Wastewater Sludge storage and disposal facilities;
- wwww) **‘Watercourse’** means an open channel, ditch, or depression, either natural or artificial, in which flow of water occurs either continuously or intermittently.
- xxxx) **‘Water Conservation and Demand Management Measures’** means restrictions upon the use of water for non-essential purposes, including but not limited to:
- i. irrigation,
 - ii. watering livestock,
 - iii. washing of vehicles, driveways or sidewalks, and
 - iv. any other purpose where water is utilized externally to a building and on any certain day or for a certain time period;
- yyyy) **‘Water Main’** means those pipes installed for the conveyance of potable water within the City to which Service Connections may be connected;
- zzzz) **‘Water Service Line’** means that portion of a Service Connection owned by the City that extends from the Water Main to the Service Connection Point;
- aaaa) **‘Water Services’** means the provision of potable water within the City to a Customer’s Property and associated services offered to the Customer under this bylaw; and
- bbbb) **‘Water System’** means the Facilities used to supply potable water to Customers within the City, which is deemed to be a public utility within the meaning of the Municipal Government Act.

PART II - PROVISION OF UTILITY SERVICES

4. UTILITY SERVICES PROVIDED BY PHU

- 4.1 The City and PHU have entered into an agreement for PHU to be the sole provider of Utility Services within the City’s boundaries.
- 4.2 PHU shall provide the Utility Services within the City’s boundaries in accordance with the terms and conditions of this bylaw and at the rates, fees and charges set out within this bylaw and the Fees and Charges Bylaw.

4.3 PHU shall, in accordance with the terms and conditions in this bylaw, be responsible for the operation and management of the Water System and the Wastewater System used to provide Utility Services.

4.4 As set out within section 11 of Schedule 'A' of this bylaw, the City maintains ownership of all Facilities.

5.1 OTHER PUBLIC UTILITIES PROHIBITED

5.1 Except as set out within this bylaw, no Person shall provide a service within the City that is similar in type to the Utility Services provided pursuant to this bylaw.

6. TERMS AND CONDITIONS

6.1 All Utility Services shall be provided in accordance with Schedules 'A', 'B' and 'C' of this bylaw, as applicable.

7. RATES, FEES AND CHARGES

7.1 PHU will provide Utility Services to Customers within the City at the rates, fees or other charges specified in this bylaw and the Fees and Charges Bylaw, as may be amended by Council by bylaw from time to time.

7.2 Where rates, fees, or charges have not been established in this bylaw or the Fees and Charges Bylaw for a particular service, PHU may establish charges for services provided. Without limiting the generality of the foregoing, PHU may establish charges for the following:

- a) meter accuracy tests;
- b) meter resizing;
- c) repair or replacement of damaged City Facilities where the Facilities are under the Customer's care or have been operated or interfered with by the Customer;
- d) missed appointment;
- e) fire hydrant permits;
- f) construction water;
- g) after hours service callout;
- h) frozen/damaged Meter.

7.3 Subject to subsection (4), additional services provided by PHU to a Customer will be billed to the Customer in accordance with an agreement between the Customer and PHU.

7.4 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 PHU's favour may, at PHU'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 PHU.

8. UTILITY SERVICE GUIDELINES

- 8.1 Subject to subsection 8.2, the PHU may adopt, amend, repeal, and replace Utility Services Guidelines from time to time as the PHU deems advisable.
- 8.2 Utility Services Guidelines must not be inconsistent with this bylaw, and in the event of an inconsistency, this bylaw shall prevail.
- 8.3 Without limiting the generality of subsection 8.1, Utility Service 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 Utility Services are provided, or as a condition of ongoing provision of Utility Services;
 - b) Customer Accounts, including, without limitation, provisions or requirements concerning:
 - i. opening an Account,
 - ii. making payments on an Account,
 - iii. consequences for failure to pay Accounts in full,
 - iv. lost bills,
 - v. dishonoured cheques,
 - vi. collection of delinquent Accounts,
 - vii. adjusting improperly billed Accounts,
 - viii. Utility Services application fees,
 - ix. handling of confidential Customer Account information,
 - x. closing an Account, and
 - xi. any other matter relating to Customer Accounts;
 - c) measurement of water consumption, including without limitation to the provision or requirements concerning:
 - i. meter inspection and testing,
 - ii. meter settings,
 - iii. chambers and installations,
 - iv. meter reading,
 - v. disputes concerning meter data,
 - vi. estimates of consumption or Subsidiary Meters,
 - vii. remote meter reading devices,
 - viii. relocation of meters,
 - ix. access for meter readers, and
 - x. adjustments to bills when meters have malfunctioned;

- d) procedures or requirements concerning investigating Customer complaints and concerns;
- e) procedures or requirements for provision of temporary Water Services, including without limitation to Water Services provided during the construction phase of a development;
- f) procedures or requirements that a Customer must comply with in order to access a bulk water station;
- g) procedures or requirements for upgrading, re-sizing, relocating, or otherwise changing a Service Connection, whether at the instigation of PHU or at the request of a Customer or the City;
- h) the turn-on and turn-off of Water Services, whether at the instigation of PHU or at the request of a Customer or the City; and
- i) supply of water for firefighting purposes, including without limitation to procedures or requirements concerning the maintenance of public and private fire hydrants and permissible use of water from fire hydrants.

9. NOTICES

9.1 In any case in which written notice is required to be provided to a Customer pursuant to this bylaw, the PHU 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 by the Customer to PHU or as shown on the certificate of title for the Property where Utility Services are provided;
- c) by email, if the Customer has consented to receive documents from PHU electronically and has provided an email address to PHU for that purpose; or
- d) if the Customer does not answer the door when personal delivery is attempted, by placing the written notice on the door of the Property where Utility Services are provided.

10. AUTHORITY OF THE PHU

10.1 Without restricting any other power, duty or function granted by this bylaw, the PHU is authorized to, in accordance with this bylaw and all other applicable laws:

- a) take any steps and carry out any actions required to give effect to, and enforce, the provisions of this bylaw;
- b) establish forms for the purpose of this bylaw; and
- c) delegate any powers, duties, or functions under this bylaw to an employee, agent, contractor, or other representative of PHU.

PART III - ENFORCEMENT

11. OFFENCE

11.1 A Person who contravenes any provision of this bylaw is guilty of an offence.

12. CONTINUING OFFENCE

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

13. VICARIOUS LIABILITY

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

14. CORPORATIONS AND PARTNERSHIPS

- 14.1 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.
- 14.2 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.

15. FINES AND PENALTIES

- 15.1 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.
- 15.2 Without restricting the generality of subsection 15.1 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 'G' of this bylaw.

16. MUNICIPAL TAG

- 16.1 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.
- 16.2 A Municipal Tag may be issued to such Person:
- a) either personally; or
 - b) by mailing a copy to such Person at their last known post office address.
- 16.3 The Municipal Tag shall be in a form approved by the City Manager 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 thirty (30) days of the issuance of the Municipal Tag; and
- e) any other information as may be required by the City Manager.

17. PAYMENT IN LIEU OF PROSECUTION

- 17.1 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 City the penalty specified within the time period indicated on the Municipal Tag.

18. VIOLATION TICKET

- 18.1 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*.

- 18.2 Notwithstanding subsection 18.1, 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.

- 18.3 Subject to the *Provincial Offences Procedure Act* and the regulations thereunder, 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.

19. VOLUNTARY PAYMENT

- 19.1 A Person who commits an offence may:

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

20. OBSTRUCTION

- 20.1 No Person shall obstruct, hinder, or impede any authorized representative of the City in the exercise of any of their powers or duties pursuant to this bylaw.

PART IV - GENERAL

21. APPLICATION

- 21.1 Nothing in this bylaw relieves a person from complying with any provision of any federal or provincial law or regulation, other bylaw or any requirement of any lawful permit, order, or license

21.2 Any heading, sub-headings, or tables of contents in this bylaw are included for guidance purposes and convenience only and shall not form part of this bylaw.

21.3 Specific reference to other bylaws, statutes and regulations are intended to refer to the current laws applicable within the Province of Alberta as at the time this bylaw is enacted, and as such may be amended from time to time, including successor legislation.

22. SCHEDULES

22.1 The following schedules are included in, and form part of, this bylaw:

- a) Schedule 'A' – General Terms and Conditions of Utility Services;
- b) Schedule 'B' – Terms and Conditions of Water Services;
- c) Schedule 'C' – Terms and Conditions of Wastewater Services;
- d) Schedule 'D' – Prohibited Wastes;
- e) Schedule 'E' – Restricted Wastes;
- f) Schedule 'F' – Wastewater Overstrength Limits; and
- g) Schedule 'G' – Specified Penalties.

23. SEVERABILITY

23.1 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.

24. TRANSITION

24.1 This bylaw repeals Bylaw No. Water and Wastewater Bylaw No. 2020-22.

24.2 This bylaw shall come into force upon third and final reading.

READ a first time this 9th day of December, 2024

READ a second time this 9th day of December, 2024

READ a third time this 13th day of January, 2025

Original Signed & Sealed
Tyler Gandam, Mayor

Original Signed & Sealed
Sue Howard, City Manager

SCHEDULE 'A'
GENERAL TERMS AND CONDITIONS OF UTILITY SERVICES

PART I - GENERAL WATER AND WASTEWATER PROVISIONS

1. Duty to Supply

- 1.1 PHU, as the sole provider of Water Services within the City's boundaries, shall, insofar as there is sufficient capacity and supply, supply Water Services, upon such terms as set out within this bylaw and the Utility Services Guidelines, to any Customer within the City situated along a Water Main.
- 1.2 PHU, as the sole provider of Wastewater Services within the City's boundaries, shall, insofar as there is sufficient capacity and supply, supply Wastewater Services, upon such terms as set out within this Bylaw and the Utility Services Guidelines, to any Customer within the City situated along a Wastewater Main.
- 1.3 All Utility Services provided by PHU 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 Utility Services from PHU.

2. No Guarantee of Continuous Supply

- 2.1 Neither the City nor PHU guarantee or warrant the continuous supply of potable water and PHU reserves the right to change the operating pressure, restrict the availability of Water Services, or to disconnect or shut-off Water Services, in whole or in part, with or without notice, in accordance with this bylaw.
- 2.2 Customers depending upon a continuous and uninterrupted supply or pressure of water or who require or have processes or equipment that require particularly clear or pure water shall provide such facilities, as they are considered necessary, to ensure a continuous and uninterrupted supply, pressure or quality of water required for this use. Neither the City nor PHU assume responsibility for same.
- 2.3 Neither the City nor PHU guarantee or warrant the continuous capacity to collect, store, and transmit Wastewater and PHU reserves the right to restrict the availability of Wastewater Services or to disconnect or shut-off Wastewater Services, in whole or in part, with or without notice, in accordance with this bylaw.
- 2.4 Neither the City nor PHU shall be liable for damages, including losses caused by a break within the Water System or Wastewater System or caused by the interference or cessation of water supply including those necessary or advisable regarding the repair or proper maintenance of the Water System or Wastewater System, or generally for any accident due to the operation of the Water System or Wastewater System or for the disconnection of a Service Connection or shut-off of a Utility Service, nor by reason of the water containing sediments, deposits, or other foreign Matter.

PART II - SERVICE CONNECTIONS

3. Application for Service Connection

- 3.1 A Customer requesting Utility Services involving a new Service Connection shall apply to

PHU by submitting an application in a form acceptable to, or adopted by, PHU 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 PHU.

- 3.2 Without limiting the generality of subsection 3.1, PHU may require a Customer, in conjunction with an application under subsection 3.1, to submit a water modelling application, in a form acceptable to or adopted by PHU, along with any associated fee, which application may be utilized to determine if the requested Service Connection is feasible.
- 3.3 Upon receipt of all required application documents, information and fees, verification of the Customer's identity and the accuracy of the information, PHU will advise the Customer whether and on what terms PHU is prepared to supply Utility 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 Utility Services.

4. Easements and Rights-of-Way

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

5. Design and Engineering Requirements for Service Connections

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

6. Construction of Service Connections

- 6.1 PHU shall provide and install all Facilities up to the Service Connection Point, subject to the terms of this bylaw, including, without limitation, payments by the Customer.
- 6.2 The Customer shall be responsible for, and shall bear all costs associated with, the installation and condition of the Private Water Line or Private Wastewater Line and all other piping and equipment or other facilities of any kind whatsoever on the Customer's side of the Service Connection Point and:
- a) shall ensure that the Customer's proposed Private Water Line or Private Wastewater Line receives approval from PHU prior to construction;
 - b) shall ensure that all work undertaken on behalf of the Customer is performed by qualified workers holding appropriate certifications, in accordance with this Bylaw and applicable requirements set out in the Engineering Design Standards and the Utility Services Guidelines; and
 - c) shall not backfill the excavation until such time as PHU has inspected and approved of the work.

6.3 If an excavation is backfilled in contravention of subsection 6.2(c), PHU may, in addition to any other rights and remedies that may be available to PHU, require the Customer in question to dig out and expose the said work at the Customer's cost.

7. Repair and Maintenance of Private Wastewater and Water Lines

7.1 A Customer is responsible for the repair, maintenance, and replacement of Private Wastewater Lines and Private Water Lines located on the Customer's Property, and for all costs associated therewith.

7.2 PHU may require a Customer to perform work described in subsection 7.1 if PHU, in their discretion, considers such work to be necessary or desirable for the protection or proper operation of the Water System and/or Wastewater System, as applicable.

7.3 Where PHU requires a Customer to perform work pursuant to subsection 7.2, PHU shall establish a deadline by which the work in question must be completed by the Customer.

7.4 If a Customer fails to complete, by the deadline established under subsection 7.3, all work required by PHU, to the satisfaction of PHU, PHU may, at its option, and in addition to any other remedy available, enter onto the Customer's Property and perform the said work.

7.5 The Customer shall pay all costs incurred by PHU in performing work pursuant to subsection 7.4.

8. Customer Responsibility for Service Connection

8.1 The Customer assumes full responsibility for the proper use of any Service Connection and any Utility Services provided by PHU and for the condition, suitability, and safety of any and all devices or equipment necessary for receiving Utility Services that are located on the Customer's Property.

8.2 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 Utility Services, or to protect the safety or reliability of the Water System or Wastewater System. The Customer shall provide and install any such devices at the Customer's sole expense.

9. Compliance with Requirements and Use of Service Connection

9.1 A Customer shall ensure that the Customer's Facilities comply with the requirements of this bylaw, all applicable statutes, codes, standards, and regulations and with PHU's specifications.

9.2 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 Utility Services.

9.3 A Customer who has breached subsection 9.2 shall, at PHU's request, take whatever action is required to correct such interference or disturbance at the Customer's expense.

10. Abandonment of Service Connection

- 10.1 Whenever a Customer wishes to abandon a Service Connection, the Customer shall first obtain approval from PHU for the method and location of abandonment and the Customer shall assume responsibility for all costs associated with the same.

11. Ownership of Facilities

- 11.1 The City retains ownership of all Facilities necessary to provide Utility Services to a Customer, up to and including the Service Connection Point, unless a written agreement between the City and PHU or a Customer specifically provides otherwise.
- 11.2 Payment made by a Customer for costs incurred by the City or PHU for supplying and installing Facilities does not entitle the Customer to ownership of any such Facilities, unless a written agreement between the City and PHU or the Customer specifically provides otherwise.

12. Access to Facilities

- 12.1 No Person shall obstruct or impede either the City's or PHU's free and direct access to any Facilities.
- 12.2 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 Facilities.
- 12.3 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 Facilities or result in non-compliance with applicable statutes, regulations, standards, or codes.
- 12.4 Where a Customer contravenes any provision of this section and fails to remedy such contravention within ten (10) days after receiving from PHU a notice in writing to do so, then in addition to any other legal remedy available PHU may take any steps necessary to remedy the contravention and may charge any costs of doing so to the Customer's Account.

13. Interference with or Damage to Facilities

- 13.1 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 City or PHU.

14. Protection of Facilities on Customer's Property

- 14.1 The Customer shall furnish and maintain, at no cost to PHU, the necessary space and protective barriers to safeguard Facilities installed or to be installed upon the Customer's Property. If the Customer refuses, PHU may, at their 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 PHU's specifications and approval.

15. Customer to Pay Relocation Costs

- 15.1 The Customer shall pay all costs of relocating 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 PHU, the Customer shall pay the estimated cost of the relocation in advance.

16.1 Prohibited Extension of Customer Owned Facilities

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

PART III - UTILITY ACCOUNTS

17. Requirement for Account

- 17.1 The Owner of a Property shall apply for an Account with PHU, in a form acceptable to PHU, and pay all applicable fees as a condition of obtaining Utility Services, regardless of whether the provision of services requires installation of a new Service Connection(s) or construction of any new Facilities.
- 17.2 In the case of a Multiple Dwelling, PHU may require that a separate Account be opened in respect of each Dwelling, as applicable, within the Multiple Dwelling, regardless of the number of Service Connections associated with the Multiple Dwelling.
- 17.3 Except as provided under this bylaw, PHU shall not grant Utility Services to, or open an Account in the name of, an Occupant that is not the Owner of the Property.
- 17.4 Notwithstanding subsection 17.3 above, an Owner may request to have bills mailed to an Occupant that is not the owner of the Property under the Owner's name. However, the Owner of a Property where Utility Services are received shall be responsible for all services delivered or consumed and all fees, rates, and charges levied for services delivered or consumed.
- 17.5 If, notwithstanding subsection (3), Utility Services are currently being provided to an Occupant that is not the Owner of the Property, the Owner of the Property shall forthwith inform PHU of this and apply for an Account with PHU, failing which PHU may deem an application to have been received from the Owner of the Property and open an Account in the Owner's name.
- 17.6 Upon the change of ownership of a Property supplied with Utility Services, the new Owner shall apply for an Account with PHU, failing which PHU 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.

18. Security Deposits

- 18.1 PHU may, in their sole discretion, at the time of a Customer's application for Utility Services

or at any time thereafter require the Customer to post a security deposit or increase an existing security deposit

- 18.2 PHU may, in their 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.
- 18.3 A deposit made by a Customer shall be returned to the Customer when a Customer's Utility Services are terminated, and the Customer's Account is closed. Where a Customer's Utility 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 PHU.
- 18.4 PHU is not obliged to pay interest on any security deposit held by PHU to a Customer.
- 19. Obligation to Pay**
- 19.1 PHU may add to a Customer's Account the charges for all Utility Services provided by PHU 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.
- 19.2 For greater certainty, non-receipt of a bill or invoice does not relieve a Customer of the obligation to pay for Utility Services provided.
- 19.3 No reduction in charges for Utility 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.
- 19.4 Billing shall be in accordance with the following:
- a) the amount of the billing shall be based upon the rates, fees, and charges set out in this bylaw;
 - b) Customers shall be billed monthly, or at such frequency as may be determined by PHU, in their discretion;
 - c) for rates, fees, and charges that are based on water consumption, the water consumption through Service Connections shall be determined by the applicable Meter reading, obtained at such frequency as may be determined by PHU in their discretion, with a consumption estimate to be utilized in months for which no Meter reading is scheduled to occur;
 - d) where a Meter reading is not obtainable a water consumption estimate may, at PHU's discretion, be used.
- 19.5 Where, pursuant to any provision of this bylaw, a Service Connection that provides a Utility Service to a Customer has been disconnected, or a Utility Service has otherwise been shut-off or discontinued, the Customer shall continue, for the duration of the disconnection, shut-off or discontinuance of service, to be obligated to pay all applicable non-consumption related rates, fees, and charges set out in this bylaw, including, without restriction, all applicable flat rate or fixed rate charges for Water Services and Wastewater Services.
- 19.6 Payment on Accounts may be made to PHU at such locations designated, and under any payment methods approved, by PHU from time to time.

20. Past Due Accounts

- 20.1 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 PHU by the due date. The Customer may also be charged a dishonoured cheque charge for each cheque returned for insufficient funds.
- 20.2 Any charge on a Customer's Account remaining unpaid after the due date will be in arrears and constitute a debt owing to PHU and is recoverable by any or all of the following methods, namely:
- a) by action, in any Court of competent jurisdiction; and
 - b) by disconnecting the Service Connection to the Customer or shutting off a Utility Service and imposing a re-connection fee prior to re-establishing Utility Services.
 - c) by transfer to property taxes in accordance with the Municipal Government Act.

21. Shut-off Without Notice

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

22. Shut-off with Notice

- 22.1 PHU may withhold connection, disconnect a Customer's Service Connection or shut-off a Utility Service (without prejudice to any of PHU's other remedies) after providing forty-eight (48) hours' advance notice to the Customer, as applicable, in the following circumstances:
- a) if the Customer neglects or refuses to pay when due any amounts required to be paid under this bylaw, which amount is not the subject of a good faith dispute;
 - b) as required by law;
 - c) if the Customer is in violation of any provision of this bylaw or any agreement between the Customer and PHU for the provision of Utility Services; or
 - d) any other similar circumstances to those described above that PHU determines, in their sole discretion, acting reasonably, require the withholding, disconnecting, or shut-off of service upon forty-eight (48) hours' notice.

23. Customer Requested Shut-off

- 23.1 A Customer who is the Owner of a Property that receives Utility Services through a Service Connection may request, in writing, that PHU temporarily shut-off a Utility Service provided to the Property.
- 23.2 A Customer who requests shut-off of a Utility Service under subsection 23.1 must pay all applicable fees or charges provided for in this bylaw or the Fees and Charges Bylaw.
- 23.3 Upon receipt of a valid request under subsection 23.1, and all applicable fees and charges under subsection 23.2, PHU may shut-off the Utility Service in question.

24. Reconnection of Service

24.1 Before PHU reconnects or restores Utility Services, the Customer shall pay:

- a) any amount owing to PHU for the provision of Utility Services;
- b) the applicable reconnection charges; and
- c) any applicable security deposit.

25.1 PHU's Right of Entry

25.1 As a condition of receipt of Utility Services and as operational needs dictate, an Inspector 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 any Facilities associated with the Water System or Wastewater System;
- b) investigating or responding to a Customer complaint or inquiry;
- c) conducting an unannounced inspection where PHU has reasonable grounds to believe that unauthorized use of water or interference with Facilities, including but not limited to a Meter, has occurred or is occurring;
- d) inspecting, observing, sampling, and measuring the flow in any Private Wastewater Line, Monitoring Access Point, Sampling Port or other component of the Wastewater System;
- e) taking samples of Wastewater, Storm Water, Clear-Water Waste, and Subsurface Water being released from a Customer's premises or flowing within a Service Connection;
- f) performing on-site testing of the Wastewater, Storm Water, Clear-Water Waste, and Subsurface Water within or being released from Private Wastewater Lines, Pre-Treatment facilities, and Storm Water management facilities;
- g) collecting and analyzing samples of Hauled Wastewater or Hauled Waste coming to a discharge location into the Wastewater System;
- h) making inspections of the types and quantities of chemicals being handled or used on a Customer's premises in relation to possible release to the Wastewater System;
- i) requiring information from any Person concerning a matter relevant to Utility Services or Facilities;
- j) inspecting and copying documents relevant to Utility Services or Facilities, or removing such documents from premises to make copies;
- k) inspecting chemical storage areas and Spill containment facilities and requesting Safety Data Sheets (SDS) for materials stored or used on site;
- l) inspecting the premises where a release of Prohibited Waste or Restricted Waste, or of water containing Prohibited Waste or Restricted Waste has been made or is suspected of having been made, and to sample any or all Matter that could reasonably have been part of the release; and
- m) for any other purpose incidental to the provision of Utility Services.

- 25.2 The Inspector 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 25.1(c) above.
- 25.3 No Person shall hinder or prevent an Inspector from carrying out any of the Inspector's duties under this bylaw.
- 25.4 The Customer shall pay a no access fee sufficient to cover PHU's reasonable out-of-pocket and administrative costs, if an Inspector'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.
- 26. Removal of Facilities**
- 26.1 Where any Customer discontinues Utility Services furnished by PHU, or PHU lawfully refuses to continue any longer to supply it, PHU may at all reasonable times enter the Customer's Property to remove any Facilities in or upon such Property.
- 27. False Information**
- 27.1 If a Person who submits documentation to PHU, pursuant to this bylaw considers some or all of the information contained in the document to be confidential, or otherwise wishes to request that some or all of the information not be disclosed, that Person shall indicate this, in writing, on the documentation in question.
- 27.2 No Person shall supply false information or make inaccurate or untrue statements in a document or information required to be supplied to PHU pursuant to this bylaw.

SCHEDULE 'B'

TERMS AND CONDITIONS OF WATER SERVICES

PART I - GENERAL WATER SERVICES PROVISIONS

1. Water Conservation and Demand Management Measures

- 1.1 PHU may, at such times and for such lengths of time as is considered necessary or advisable, implement Water Conservation and Demand Management Measures to restrict water usage in any or all parts of the City.
- 1.2 All water restrictions shall be duly advertised by posting on PHU's website or by use of local media, printed or otherwise, prior to taking effect.
- 1.3 No Person shall contravene the terms or conditions of any Water Conservation and Demand Management Measures, without first obtaining PHU's authorization.

2. Requirement to Connect to Water System

- 2.1 Subject to subsection 2.3, all developed Properties adjacent to a Water Main must connect to the Water System on or before a date set by PHU.
- 2.2 Subject to subsection 2.3, all new development, including redevelopment, on Property adjacent to a Water Main must connect to the Water System prior to occupancy.
- 2.3 PHU may, in their discretion, exempt a given developed Property, new development or redevelopment from the connection requirement established by subsection 2.1 or 2.2, as applicable.
- 2.4 Where an exemption has been granted under subsection 2.3, PHU may, at any time after the granting of the exemption, require that the developed Property, new development or redevelopment in question be connected to the Water System within an alternate timeframe prescribed by PHU.
- 2.5 If an Owner fails to take all required steps to connect the Owner's Property to the Water System when required, by this section, to do so, PHU may enter onto the Property in question and, at the Owner's sole expense, take any and all steps that PHU considers necessary to connect that Property to the Water System, including, without restriction, constructing a Private Water Line and related facilities on the Property.

3. Alternate Water Supply

- 3.1 Subject to subsection 3.2, once a Property is connected to the Water System:
 - a) no Person shall allow water to be supplied to that Property by way of a well, spring or other source of water supply that is not connected to the Water System; and
 - b) any existing well, spring, or other source of water supply not connected to the Water System, that is located on that Property, shall be decommissioned by the Owner, at the Owner's expense, in accordance with all applicable laws and regulations.

3.2 PHU may allow a Person to maintain an alternate source of water supply subject to such terms and conditions as PHU deems necessary, which may include, without limiting the generality of the foregoing, restrictions on the period of time for which an alternate source of water supply may be used and the purposes for which it may be used.

3.3 No Person who has been granted permission by PHU to maintain an alternate water supply under this section shall allow the alternate source of water to be connected, directly or indirectly, to the Water System.

4. Resale and Supply of Water

4.1 No Person shall, unless authorized by PHU in writing:

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

5. Unauthorized Use of Water

5.1 No Person shall use water from the Water System, or allow water obtained from the Water System to be used:

- a) in a manner that will impede water use by other Customers;
- b) in a manner that is wasteful;
- c) unless an Account has been opened by the Customer;
- d) unless the water has first passed through a Meter, except in a case where, pursuant to this bylaw, unmetered supply of water is specifically authorized; or
- e) in any other unauthorized manner.

5.2 If PHU finds an unauthorized use of water including, without restriction, as a result of any tampering with a Meter or other Facilities, PHU may make such changes in 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 to ensure the safety of the general public.

5.3 Upon finding an unauthorized use of water, PHU may immediately disconnect the Service Connection or shut-off the water supply, 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 PHU.

5.4 A Person that uses water in contravention of this section shall pay the following charges:

- a) the applicable rate for the water used and, where necessary, based on an estimate by PHU of the amount of water used in contravention of this section;
- b) all costs incurred by PHU in dealing with the contravention; and
- c) any other applicable fees or charges provided for in this bylaw.

6. Authorizations and Approvals for Private Water Line

- 6.1 The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Water Line.
- 6.2 PHU 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 PHU's requirements applicable to the installation and operation of the Private Water Line. PHU reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

7. Temporary Water Services

- 7.1 PHU may provide temporary Water Services wherever practicable to a Customer for the purposes of facilitating construction of a new development. The Customer will pay a rate, charge, or fee for such Water Services as specified in this bylaw or the Fees and Charges Bylaw. A Customer who is receiving temporary Water Services for the construction phase of a development ceases to be entitled to take temporary Water Services at the construction rate and is required to apply for permanent metered Water Services when:
- a) a City final inspection is issued for the development; or
 - b) the development is being used for its intended purpose;
- whichever event occurs first.

8. Bulk Water

- 8.1 PHU may, at its discretion, make water available for sale at PHU bulk water stations.
- 8.2 PHU is not obligated to supply water at its bulk water stations and the supply of water may be interrupted for any reason.
- 8.3 All purchases of bulk water at PHU operated bulk water stations require an Account and an access number assigned by PHU.
- 8.4 A Customer requesting access to a PHU operated bulk water station may apply to PHU for a bulk water Account by:
- a) supplying any information that may be reasonably required by PHU or set out within the Utility Services Guidelines;
 - b) paying any applicable fee or charge established by this bylaw, the Fees and Charges Bylaw or PHU, including, without restriction, a fee payable to obtain a bulk water station access number; and
 - c) loading the Customer's Account through pre-paying for a supply of bulk water in such volume as the Customer may require from time to time.
- 8.5 No Person, other than a Customer with a bulk water Account in good standing, shall access or draw water from a PHU operated bulk water station without prior PHU authorization.

- 8.6 Customers shall be billed monthly, or at such frequency as may be determined by PHU in their discretion. 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.
- 8.7 Payments on bulk water Accounts may be made to PHU at such locations designated, and under any payment methods approved, by PHU from time to time.
- 8.8 A Customer may be charged a dishonoured cheque charge for each cheque returned for insufficient funds when paying a balance on the Customer's bulk water Account.
- 8.9 Any charge on a Customer's bulk water Account remaining unpaid after the due date will be in arrears and constitute a debt owing to PHU and is recoverable, by action, in any Court of competent jurisdiction. If an Account remains unpaid after the due date, PHU may, in addition to any other remedy, revoke the Customer's pin code access to PHU operated bulk water stations and close the Customer's bulk water Account.

PART II - WATER METERS

9. Provision and Ownership of Meters

- 9.1 All water supplied by PHU through each Service Connection shall be measured by one Meter unless PHU, in their sole discretion, has specified otherwise. A separate Curb Stop must be installed for each Meter.
- 9.2 PHU shall, at the Customer's sole cost, supply and install one or more Meters for the purpose of measuring the volume of water delivered to a Customer by way of a Service Connection. Each Meter shall remain the sole property of the City, notwithstanding the Customer has paid the costs of supply, unless the City, PHU and the Customer have expressly agreed in writing otherwise.
- 9.3 In the case of new construction on Property adjacent to a Water Main, a Customer's Property may only be occupied after the Meter is installed and an Account opened.

10. Responsibilities of Customer

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

11. General Meter Restrictions

- 11.1 No Person, other than an authorized agent of PHU, shall install, test, remove, repair, replace or disconnect a Meter.

11.2 No Person shall break, tamper or interfere with any Meter including, without restriction, any seal attached thereto.

11.3 If a Meter is lost, damaged or destroyed, the Customer shall pay for the entire cost of the Meter removal, repair and reinstallation or for the cost of replacing the Meter.

11.4 No Person shall obstruct or impede direct and convenient access to Meters for the purpose of inspection, removal, repair, replacement or reading.

12. **Subsidiary Meters**

12.1 A Customer may, for the Customer's own benefit, and at the Customer's own cost, install a Subsidiary Meter between the Meter supplied by PHU and the point of use of the water supplied, provided that PHU shall under no circumstances be required to maintain or read a Subsidiary Meter installed under this section.

12.2 All Subsidiary Meters shall remain the property of the Owner.

12.3 Where, in the opinion of PHU, a Subsidiary Meter has been installed in a manner so as to interfere with the operation of or access to the Meter supplied by PHU, PHU may direct, in writing, that the Customer relocate or remove the Subsidiary Meter within a time frame selected by PHU.

13. **Access to Meters**

13.1 PHU may, at any reasonable time, read, inspect, remove, repair, replace or test a Meter installed on Property owned or controlled by the Customer.

14. **Remote Meter Reading**

14.1 In this section:

- a) **'Remote Reading'** means a Meter reading obtained by PHU electronically, without physically travelling to the location of a Meter and viewing it in-person; and
- b) **'In-Person Reading'** means a Meter reading obtained by PHU by physically travelling to the location of a Meter and viewing it in-person.

14.2 Without limiting the generality of section 13 of this Schedule, PHU may, in their discretion, and at the Customer's sole cost, alter or replace a Meter so as to make the Meter capable of being read remotely.

14.3 Where a Meter is capable of being read remotely, PHU may, in its discretion, read the Meter by way of either a Remote Reading or In-Person Reading.

14.4 In the event of an inconsistency between a Remote Reading and In-Person Reading, obtained at a specific point in time, the In-Person Reading shall prevail.

15. **Meter Readings**

15.1 Where 3 consecutive estimated Meter readings have been used for billing purposes due to the Meter not being read by PHU as a result of the Customer failing to provide or allow PHU

access to the Meter during a billing period:

- a) a notice may be left at the Customer's address requesting the Customer to contact PHU within two (2) working days, advising of the date and time that PHU 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 PHU within two (2) working days, PHU may disconnect the Service Connection or shut-off Utility Services, without any further notice, until such time as an actual Meter reading can be obtained.

16. Meter Testing

16.1 At the request of a Customer, PHU shall arrange for on-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 or testing or both, the Meter is found to be recording accurately, which for this purpose is defined as recording between 98.5% and 101.5% of actual consumption, then the Customer shall pay all applicable fees and charges for this service.

16.2 If the Meter is found to be recording inaccurately, as defined above:

- a) PHU will repair or replace the Meter and the cost, along with the costs of verification and testing, shall be borne by PHU; and
- b) subject to subsection 16.3, the Account based on the readings of that Meter during the period of 3 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 PHU and the Customer in full settlement of any claim that may arise out of the error in the Meter.

16.3 PHU 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.

17. Circumvention of Meter

17.1 If under any circumstances, a Person other than PHU prevents a Meter from accurately recording the total volume of water supplied, PHU may disconnect the Service Connection, shut-off Utility Services or take other appropriate actions to ensure access to accurate Meter data or both.

17.2 PHU may then estimate the demand and amount of water supplied but not recorded by the Meter at the Service Connection. The Customer shall pay the cost of the estimated water consumption plus all costs related to the investigation and resolution of the matter.

PART III - FIRE PROTECTION

18. Use of Water from Fire Hydrants

18.1 Unless authorized by PHU, no Person shall operate or interfere with a fire hydrant, whether owned by the City or privately owned, except as necessary for firefighting purposes.

18.2 A Customer requesting authorization to use water from a City owned fire hydrant shall apply to PHU 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 PHU.

18.3 PHU will advise the Customer whether and on what terms PHU is prepared to authorize use of a City owned fire hydrant and any conditions, including without limitation, payments by the Customer that must be satisfied as a condition of using a City owned fire hydrant.

19. Interference with Fire Hydrants

19.1 No Person shall do anything to obstruct access to, or interfere with the operation of, a fire hydrant.

19.2 Each Customer who owns Property on which a fire hydrant is located or Property that is adjacent to Property on which a fire hydrant is located shall maintain a clearance of at least 1 meter (3 feet) around a fire hydrant and shall not permit anything to be constructed, erected, placed, or planted within that minimum clearance.

20. Private Fire Protection Equipment

20.1 In this section '**Private Fire Protection Equipment**' means equipment, infrastructure, or facilities, not owned by PHU or the City, which is located on a Customer's Property and is intended to be used to provide fire protection, including, without limiting the generality of the foregoing, private fire hydrants, fire sprinklers and outlets for fire hoses.

20.2 No Customer shall connect Private Fire Protection Equipment to the Water System without first applying for, and obtaining, the written approval of PHU.

20.3 A Person applying for approval under subsection (2) shall pay any applicable fee and provide PHU with all information that PHU may require.

20.4 PHU may, in their discretion, acting reasonably, approve or reject an application under subsection (2) and may, in granting an approval, impose conditions or requirements on the Customer, which may include, without restriction, a requirement that a separate Service Connection be constructed and installed, at the Customer's sole cost, for the purpose of supplying the Private Fire Protection Equipment.

20.5 Neither the City nor PHU guarantee or warrant that the Water System, or any portion thereof, will be capable of connecting to and/or adequately supplying Private Fire Protection Equipment on a Customer's Property and, without limiting the authority of PHU under subsection 20.4, an application under subsection 20.2 may be rejected if PHU determines that the Water System, or portion thereof, is not capable of connecting to or adequately supplying the proposed Private Fire Protection Equipment.

20.6 A separate Service Connection for fire protection that is installed pursuant to subsection 20.4 shall only be utilized to supply water for fire protection purposes.

20.7 Where a separate Service Connection for fire protection is required pursuant to subsection 20.4, PHU may require that a separate Meter be installed on that Service Connection at the sole expense of the Customer.

- 20.8 A Customer that installs Private Fire Protection Equipment is responsible for complying with any applicable laws and regulations that relate to the installation, operation, and maintenance of that Fire Protection Equipment.
- 20.9 A Customer shall ensure that all Private Fire Protection Equipment located on the Customer's Property maintains an adequate volume, pressure, and flow rate of water required for firefighting purposes.
- 20.10 PHU may, at any reasonable time, inspect and test Private Fire Protection Equipment.

PART IV - CROSS CONNECTIONS

21. Cross Connections

- 21.1 No Person shall install, or allow to exist, any Cross Connection that could cause or allow drinking water in any part of the Water System to become contaminated or polluted in any way.
- 21.2 Where PHU determines that there exists a Cross Connection prohibited by this section, PHU shall give notice to the Customer to correct the Cross Connection at the expense of the Customer within the time specified in the notice and may, in addition to any other legal remedy, immediately disconnect the Service Connection or shut-off the water supply for such time as the prohibited Cross Connection continues.

22. Cross Connection Control Devices

- 22.1 PHU may, in their discretion, require any Customer to install, at the Customer's expense, one or more Cross Connection Control Devices on Private Water Lines servicing the Customer's Property, in locations approved by PHU and the Customer shall complete such installation in the time provided by PHU.
- 22.2 A Customer is responsible, at the Customer's expense, for ensuring that Cross Connection Control Devices located on the Customer's Property are installed, and regularly inspected, repaired, and maintained, by a Person certified and qualified to install, inspect, repair, and maintain Cross Connection Control Devices.

PART V - OTHER FACILITIES

23. Operation of Curb Stops

- 23.1 No Person, other than PHU, shall operate a Curb Stop on any Property.
- 23.2 No Person shall interfere with, damage or obstruct access to any Curb Stop.

24. Boilers

- 24.1 Where a boiler is supplied with water from the Water System, the Customer shall ensure that a safety valve or other appropriate device is installed to prevent danger from collapse or explosion if water supply to the Customer is disconnected or otherwise discontinued.

SCHEDULE 'C'

TERMS AND CONDITIONS OF WASTEWATER SERVICES

PART I – GENERAL WASTEWATER SERVICES PROVISIONS

1. Requirement to Connect to Wastewater System

- 1.1 Subject to subsection 1.3, all developed Properties adjacent to a Wastewater Main must connect to the Wastewater System on or before a date set by PHU.
- 1.2 Subject to subsection 1.3, all new development, including redevelopment, on Properties adjacent to a Wastewater Main must connect to the Wastewater System prior to occupancy.
- 1.3 PHU may, in their discretion, exempt a given developed Property, new development or redevelopment from the connection requirement established by subsections 1.1 or 1.2, as applicable.
- 1.4 Where an exemption has been granted under subsection 1.3, PHU may, at any time after the granting of the exemption, require that the developed Property, new development or redevelopment in question be connected to the Wastewater System within an alternate timeframe prescribed by PHU.
- 1.5 If an Owner fails to take all required steps to connect the Owner's Property to the Wastewater System when required, by this section, to do so, PHU may enter onto the Property in question and, at the Owner's sole expense, take any and all steps that PHU considers necessary to connect that Property to the Wastewater System, including, without restriction, constructing a Private Wastewater Line and related Facilities on the Property.
- 1.6 The Owner of a Property in respect of which PHU has provided an exemption under subsection 1.3 shall install, at the Owner's expense, a Private Wastewater Disposal System that meets the approval of PHU.
- 1.7 An Owner who installs a Private Wastewater Disposal System pursuant to subsection 1.6 shall be responsible for obtaining, and complying with, all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Wastewater Disposal System, and for complying with all applicable laws and regulations.

2. Alternate Wastewater System

- 2.1 Subject to subsection 2.2, once a Property is connected to the Wastewater System,
 - a) no Person shall, unless authorized in writing by PHU, continue to use any Private Wastewater Disposal System located on that Property for the collection or disposal of Wastewater; and
 - b) any existing Private Wastewater Disposal System that is located on the Property shall be decommissioned, at the Owner's expense, in accordance with all applicable laws and regulations.

2.2 PHU may allow a Person to maintain a Private Wastewater Disposal System subject to such terms and conditions as PHU deems necessary, which may include, without limiting the generality of the foregoing, restrictions on the period of time for which the Private Wastewater Disposal System may be used and the purposes for which it may be used.

2.3 No Person who has been granted permission by PHU to maintain a Private Wastewater Disposal System shall allow that alternate facility to be connected, directly or indirectly, to the Wastewater System.

3. Authorizations and Approvals for Private Wastewater Line

3.1 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 Wastewater Line.

3.2 PHU shall not be required to commence Wastewater 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 PHU's requirements applicable to the installation and operation of the Private Wastewater Line. PHU reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

PART II - USE AND PROTECTION OF THE WASTEWATER SYSTEM

4. Protection of Wastewater System

4.1 No Person shall remove, damage, destroy, alter, or tamper with any Facilities forming part of the Wastewater System, except as authorized by PHU.

4.2 No Person shall interfere with the free discharge of any Wastewater Main or part thereof, or do any act or thing that may impede or obstruct the flow to, or clog up, the Wastewater System.

4.3 No Person shall connect any storm drain, weeping tile or sump pump to any portion of the Wastewater System.

4.4 In case of a blockage, either wholly or in part, of the Wastewater 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 PHU may be held liable for due to such blockages.

5. Unauthorized Use of Wastewater System

5.1 No Person shall use the Wastewater System, or allow the Wastewater System to be used:

- a) in a manner that will impede the Wastewater System's use by other Customers;
- b) unless an Account has been opened by the Customer; or
- c) in any other unauthorized manner.

- 5.2 If PHU finds an unauthorized use of the Wastewater System including without restriction any tampering with any of the Facilities, PHU 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.
- 5.3 Upon finding an unauthorized use of the Wastewater System, PHU may immediately disconnect the Service Connection or shut-off Wastewater Services, 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 PHU.
- 5.4 A Person that uses the Wastewater System in contravention of this section shall pay the following charges:
- the applicable rate for the Wastewater Services used based on an estimate by PHU of the value the contravention of this section;
 - all costs incurred by PHU in dealing with the contravention; and
 - any other applicable fees or charges provided for in this bylaw.
- 6. Releases to the Wastewater System and Wastewater Discharge Permits**
- 6.1 No Person shall release, or permit the release of, any Matter into the Wastewater System except:
- Domestic Wastewater;
 - Non-Domestic Wastewater that complies with the requirements of this bylaw;
 - Hauled Wastewater, including septage, that complies with the requirements of this bylaw, or where a Wastewater Discharge Permit authorizing the release has been issued by PHU; or
 - Storm Water, Clear-Water Waste, Subsurface Water, or other Matter where a Wastewater Discharge Permit authorizing the release has been issued by PHU.
- 6.2 No Person shall release or permit the release of any Prohibited Waste or Restricted Waste, without a valid Wastewater Discharge Permit that authorizes the release in question.
- 6.3 PHU may prohibit, or set discharge concentration and loading rate limits for, any Matter not identified in this bylaw if PHU determines, acting reasonably, that it is necessary to do so in order to protect the Wastewater System, meet Wastewater standards or legislative requirements, control biosolids quality or adopt prohibitions, discharge concentration limits or flow rate limits established by a third party, and no Person shall discharge Wastewater to the Wastewater System in contravention of a prohibition or limit established pursuant to this subsection.
- 6.4 If required by PHU, a Customer shall complete and submit an application for a Wastewater Discharge Permit, and such application shall be of a type, and in a form, specified by PHU.
- 6.5 If required by PHU, a Customer shall not discharge into the Wastewater System until the Customer has obtained a Wastewater Discharge Permit from PHU.

6.6 PHU may issue, and amend, a Wastewater Discharge Permit to allow the discharge of Wastewater into the Wastewater System upon such terms and conditions as PHU, as applicable, considers appropriate and, without limiting the generality of the foregoing, may, in the Wastewater Discharge Permit:

- a) place limits and restrictions on the quantity, composition, frequency, and nature of the Wastewater permitted to be discharged;
- b) require the holder of a Wastewater Discharge Permit to repair, alter, remove, add to, or construct new Pre-Treatment Facilities; and
- c) provide that the Wastewater Discharge Permit will expire on a specified date, or upon the occurrence of a specified event.

6.7 A Person that holds, or is subject to, a Wastewater Discharge Permit shall comply with the Wastewater Discharge Permit.

7. Commercial or Industrial Wastes

7.1 No Wastewater or other matter resulting from any commercial, trade, industrial, or manufacturing process shall be discharged or permitted to be discharged into the Wastewater System unless prior approval has been granted by PHU and only then after any required pretreatment of the Wastewater or other matter, as prescribed by PHU.

7.2 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.

8. No Dilution

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

9. Sampling

9.1 Subject to section 16.6 of this Schedule, where sampling is required for the purposes of determining the concentration of constituents in Wastewater, Storm Water or Uncontaminated Water, the sample may:

- a) be collected manually or by using an automatic sampling device; and
- b) contain additives for its preservation.

9.2 For the purpose of determining compliance with Schedules 'D' or 'E', discrete Wastewater streams within premises may be sampled, at the discretion of PHU or its Inspector.

9.3 Any single Grab Sample may be used to determine compliance with Schedules 'D' or 'E'.

9.4 All tests, measurements, analyses, and examinations of Wastewater, its characteristics or contents pursuant to this bylaw shall be carried out in accordance with 'Standard Methods' and be performed by a laboratory accredited for analysis of the particular substance(s) using a method which is within the laboratory's scope of accreditation or to the satisfaction of PHU as agreed in writing prior to sample analysis.

10. Customer Self-Monitoring

- 10.1 A Customer shall, at the Customer's expense, complete any monitoring or sampling of any discharge to the Wastewater System as required by PHU, and provide the results to PHU, in the form specified by PHU, as applicable.

11. Hauled Wastewater

- 11.1 In this Section:

- a) **'Approved Hauler'** means a Person that has been authorized, pursuant to subsections 11.2 to 11.4, to discharge Hauled Wastewater or Hauled Waste into one or more Transfer Stations; and
- b) **'Transfer Station'** means a Facility owned or operated by PHU at which Hauled Wastewater or Hauled Waste may be discharged from Wastewater hauling vehicles into the Wastewater System.

- 11.2 A Person who is the owner or operator of one or more vehicles designed to collect, transport, and discharge Hauled Wastewater or Hauled Waste may apply to PHU for approval to discharge Hauled Wastewater or Hauled Waste at a Transfer Station.

- 11.3 An application made pursuant to subsection (2) shall:

- a) be in a form adopted by, or acceptable to, PHU;
- b) be accompanied by any fee or charge established by PHU, which may include, without restriction, a fee payable to obtain a Transfer Station access card or access code; and
- c) contain any information that may be required by PHU.

- 11.4 Upon receipt of a complete application pursuant to subsection 11.3, accompanied by any applicable fee or charge that is payable to PHU, PHU may authorize the applicant to, subject to the requirements of this bylaw, discharge Hauled Wastewater or Hauled Waste at one or more Transfer Stations and, upon granting such an authorization, shall provide the applicant with one or more access cards or access codes required for entry to the Transfer Station or Transfer Stations in question.

- 11.5 No Person, other than an Approved Hauler, shall discharge or permit the discharge of Hauled Waste or Hauled Wastewater into the Wastewater System.

- 11.6 An Approved Hauler shall not discharge or permit the discharge of Hauled Wastewater or Hauled Waste into the Wastewater System:

- a) except in accordance with the requirements of this Bylaw;
- b) except at a Transfer Station approved by PHU;
- c) unless the Approved Hauler meets all conditions for discharge that are or may be set from time to time by PHU, including, without restriction, payment of applicable fees and charges;
- d) unless the Hauled Wastewater or Hauled Waste meets all conditions set out in all applicable federal and provincial environmental protection regulations;

- e) unless the Approved Hauler, operating as a waste management system, is certified according to all applicable federal and provincial legislation and a copy of the most recent certificate of approval, or provisional certificate, and any amendments thereto is provided to PHU; and
- f) without the use of a discharge hose placed securely in the discharge portal at the approved Transfer Station.

11.7 An Approved Hauler shall:

- a) safeguard the access card or access code provided by PHU pursuant to subsection 11.4 so as to ensure that access card or access code is not lost, duplicated or used by any Person other than the Approved Hauler;
- b) ensure that the vehicle used by the Hauler to collect, transport, and discharge Hauled Wastewater or Hauled Waste is kept clean, well maintained, and in a safe condition;
- c) if the Approved Hauler's vehicle was used to transport any Matter which, if discharged into the Wastewater System, would result in contravention of this Bylaw, clean the holding tank of the vehicle before collecting any Hauled Wastewater or Hauled Waste;
- d) collect, transport, and discharge Hauled Wastewater or Hauled Waste so as to prevent spillage of the Hauled Wastewater or Hauled Waste;
- e) immediately report to PHU, any spillage of wastewater or debris, or damage to a Transfer Station, caused or contributed to by the Approved Hauler;
- f) upon exiting a Transfer Station, ensure that the Transfer Station access gate is closed and locked, unless:
 - i. another Approved Hauler is using the Transfer Station at that time, or
 - ii. the access gate in question automatically closes and locks;
- g) allow an Inspector to access a vehicle used by the Approved Hauler to collect, transport, and discharge Hauled Wastewater or Hauled Waste, for the purpose of undertaking inspections, measurement, sampling, and testing to determine compliance with this Bylaw.

11.8 If an Approved Hauler contravenes a provision of this Bylaw, PHU may, in addition to any other remedy available, revoke or cancel an authorization provided pursuant to subsection 11.4 and prohibit the Approved Hauler from discharging Hauled Wastewater or Hauled Waste at Transfer Stations.

12. Non-Contact Cooling Water

12.1 The discharge of Non-Contact Cooling Water or Uncontaminated Water to the Wastewater System from any residential property is prohibited unless the discharge is in accordance with a Wastewater Discharge Permit.

13. Water Originating from a Source Other Than PHU Water Supply

13.1 The discharge of water originating from a source other than PHU's water supply, including Storm Water or Groundwater, directly or indirectly to the Wastewater System is prohibited, unless the discharge is in accordance with a Wastewater Discharge Permit.

14. Spills

- 14.1 In the event of a Spill, the Person responsible for the Spill or the Person having the charge, management, and control of the Spill, shall:
- a) immediately notify and provide any requested information with regard to the Spill to:
 - i. if there is any immediate danger to human health and/or safety:
 - 9-1-1 emergency; and
 - PHU's emergency phone number,
 - or
 - ii. if there is no immediate danger to human health and/or safety:
 - PHU's emergency phone number,
 - the Owner of the premises where the Spill occurred, and
 - any other Person whom the Person reporting knows or ought to know may be directly affected by the Spill;
 - b) provide a detailed report on the Spill to PHU and, if directed by PHU, within five (5) working days after the Spill, containing the following information to the best of their knowledge:
 - i. location where the Spill occurred,
 - ii. name and telephone number of the Person who reported the Spill and the location and time, where and when they can be contacted,
 - iii. date and time of Spill,
 - iv. material spilled,
 - v. characteristics and composition of material spilled,
 - vi. volume of material spilled,
 - vii. duration of Spill event,
 - viii. work completed and any work still in progress in the mitigation of the spill,
 - ix. preventive actions being taken to ensure a similar Spill does not occur again, and
 - x. copies of applicable Spill prevention and Spill response plans.
- 14.2 The Person responsible for a Spill, and the Person having charge, management, and control of the Spill, shall do everything reasonably possible to contain the Spill, protect the health and safety of other Persons, minimize damage to Property, protect the environment, clean up the Spill and contaminated residue, and restore the affected area to its condition prior to the Spill.
- 14.3 Nothing in this bylaw relieves any Person from complying with any notification or reporting provisions of:
- a) other government agencies, including federal and provincial agencies, as required and appropriate for the material and circumstances of the Spill; or
 - b) any other bylaw of the City.
- 14.4 Without limiting any other remedy available, any costs incurred by PHU as a result of a Spill may, at PHU's option, be charged to a Person responsible for the Spill as an amount due and payable by that Person to PHU.

14.5 PHU may require a Person responsible for a Spill to prepare and submit a Spill contingency plan to PHU to indicate how risk of future Spills will be reduced and how future Spills will be addressed.

15. Monitoring Access Points

15.1 A Customer who is the Owner or operator of commercial, Institutional or Industrial premises shall install and maintain in good repair in each Private Wastewater Line a suitable Monitoring Access Point to allow observation, sampling and flow measurement of the Wastewater, Uncontaminated Water, or Storm Water therein, provided that, where installation of a Monitoring Access Point is not possible, an alternative device or Facility, which may include, without restriction, a Sampling Port, may be substituted with the prior written approval of PHU.

15.2 PHU may require a Customer that is not otherwise captured by subsection 15.1 to comply with subsection 15.1 if, in the opinion of PHU, acting reasonably, it is necessary or desirable to do so in order to protect the Wastewater System, or Persons or Property.

15.3 Each Monitoring Access Point, or alternative device or facility, shall be located as close to the property line as possible, unless PHU has given prior written approval for a different location.

15.4 Each Monitoring Access Point, or alternative device or facility, installed shall be designed and constructed in accordance with good engineering practice and the requirements of the Engineering Design Standards, and shall be constructed and maintained by the Customer at the Customer's expense.

15.5 A Customer who is the Owner or operator of premises at which a Monitoring Access Point, or alternative device or Facility, is installed shall at all times ensure that every Monitoring Access Point, or alternative device or Facility, is accessible to PHU and its Inspectors for the purposes of observing, sampling and flow measurement of the Wastewater, Uncontaminated Water or Storm Water therein.

16. Overstrength Surcharge

16.1 In this section:

a) **'Additional Overstrength Concentration Limit'** means the concentration limit, in mg/L, of a Substance set out in Column 'B' of Schedule 'F' of this bylaw;

b) **'Additional Overstrength Surcharge Mass'** means the mass, in kg, of a Substance, to which an Additional Overstrength Surcharge is applied, which mass is determined by applying the following formula:

$$\text{Additional Overstrength Surcharge Mass} = ((\text{Measured Substance Concentration} - \text{Additional Overstrength Concentration Limit}) \times \text{Water Volume}) \times 1,000,000 \text{ (to convert mg to kg);}$$

c) **'Substance'** means a substance identified in Schedule 'F' of this bylaw;

d) **'Overstrength Concentration Limit'** means the concentration limit, in mg/L, of a Substance set out in Column 'A' of Schedule 'F' of this bylaw;

- e) **'Overstrength Surcharge Mass'** means the mass, in kg, of a Substance, to which an Overstrength Surcharge is applied, which mass is determined by applying the following formula:
- $$\text{Overstrength Surcharge Mass} = ((\text{Measured Substance Concentration} - \text{Overstrength Concentration Limit}) \times \text{Water Volume}) \times 1,000,000 \text{ (to convert mg to kg)}$$
- f) **'Measured Substance Concentration'** means the concentration, in mg/L, of a Substance found in Wastewater discharged, by the Customer, into the Wastewater System; and
- g) **'Water Volume'** means:
- i. if the Property in question receives metered water service from PHU, the volume of treated water delivered to, or consumed by, the Customer during the relevant period; and
 - ii. if the Property in question does not receive metered water service from PHU, the volume of Wastewater discharged by the Customer into the Wastewater System during the relevant period
- as determined by PHU.
- 16.2 PHU may impose Overstrength Surcharges upon Customers who discharge, into the Wastewater System, Wastewater containing one or more Substances with Measured Substance Concentrations that exceed the applicable Overstrength Concentration Limit.
- 16.3 PHU may impose Additional Overstrength Surcharges upon Customers who discharge, into the Wastewater System, Wastewater containing one or more Substances with Measured Substance Concentrations that exceed the applicable Additional Overstrength Concentration Limit, and, for greater certainty, such Additional Overstrength Surcharges shall be payable in addition to, not in lieu of, the applicable Overstrength Surcharge.
- 16.4 The Overstrength Surcharges payable per unit of Overstrength Surcharge Mass and the Additional Overstrength Surcharges payable per unit of Additional Overstrength Surcharge mass are set out in the Fees and Charges Bylaw.
- 16.5 Overstrength Surcharges and Additional Overstrength Surcharges are payable in addition to any other rates, fees, and charges payable for, or in connection with, Wastewater Services.
- 16.6 Testing to identify Substances present, and Measured Substance Concentrations, for the purpose of calculating Overstrength Surcharges and Additional Overstrength Surcharges, shall be conducted by PHU or its Inspector, or by the Customer to the satisfaction of PHU that a representative sample is obtained, using automated sampling devices or in accordance with the following manual sampling protocol:
- a) samples from the Wastewater produced at a location will be collected each day for a minimum of two days;
 - b) a minimum of four Grab Samples of equal volume shall be taken each day, such samples to be taken at least one hour apart;
 - c) the analysis shall be conducted on a Composite Sample made of each day's Grab Samples; and
 - d) the respective results of these tests for each of the days on which samples are taken, shall be averaged to determine the characteristics and concentration of the

Wastewater being discharged into the Wastewater System

PART III - INTERCEPTORS AND PRE-TREATMENT

17. Interceptors General

17.1 In addition to the specific requirements related to Interceptors set out within this Part, if the Utility Service Guidelines or the Engineering Design Standards require a given Property to have an Interceptor, or if PHU is of the opinion that an Interceptor is necessary for the proper handling of liquid wastes from a given Property, the Customer who is the Owner or operator of that Property shall install and maintain an Interceptor, at their sole cost, in accordance with the Utility Service Guidelines and the Engineering Design Standards.

18. Food-Related Grease Interceptors

18.1 Every Customer who is the Owner or operator of a restaurant or other Industrial, commercial, or Institutional premises where food is cooked, processed or prepared, for which the premises is connected directly or indirectly to the Wastewater System, shall take all necessary measures to ensure that Oil and Grease are prevented from entering the Wastewater System in excess of the provisions of this bylaw.

18.2 The Customer referred to in subsection 18.1 shall install, operate, and properly maintain, at the Customer's expense, an Oil and Grease interceptor in any piping system at its premises that connects directly or indirectly to the Wastewater System. The Oil and Grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code and the National Plumbing Code of Canada.

18.3 All Oil and Grease interceptors shall be maintained in good working order according to the manufacturer's recommendations. The testing, maintenance, and performance of the interceptor shall meet the requirements of CAN/CSA B-481. Traps should be cleaned before the thickness of the organic material and solids residuals is greater than twenty- five percent of the available volume; cleaning frequency should not be less than every four weeks. Maintenance requirements should be posted in the workplace in proximity to the grease interceptor. Maintenance and clean out shall be documented at the time it is performed.

18.4 A maintenance schedule and record of maintenance carried out shall be submitted to PHU upon request for each interceptor installed.

18.5 A Customer who is the Owner or operator of premises as set out in subsection 18.1 shall, for two years, keep the records which document the maintenance and clean outs performed for interceptor clean-out and Oil and Grease disposal.

19. Vehicle and Equipment Service Oil and Grease Interceptors

19.1 Every Customer who is the Owner or operator of a vehicle or equipment service station, repair shop or garage, or of an Industrial, commercial, or Institutional premises or any other establishment where motor vehicles are repaired, lubricated, or maintained and where the discharge is directly or indirectly connected to the Wastewater System shall install an Oil and Grease interceptor designed to prevent motor oil and lubricating grease from passing into the Wastewater System in excess of the limits in this bylaw.

- 19.2 The Customer referred to in subsection 19.1 shall install, operate, and properly maintain an Oil and Grease interceptor in any piping system at its premises that connects directly or indirectly to the Wastewater System. The Oil and Grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code and be maintained as recommended by the Canadian Fuels Association (formerly the Canadian Petroleum Products Institute).
- 19.3 All Oil and Grease interceptors and separators shall be maintained in good working order and according to the manufacturer's recommendations and shall be inspected regularly to ensure performance is maintained to the manufacturer's specifications for performance and to ensure the surface oil and sediment levels do not exceed the recommended level. In the absence of manufacturer's recommendations, the floating Oil and Grease shall not accumulate in the final stage chamber of the Oil and Grease separator in excess of 5% of the wetted height and the settled solids shall not accumulate in the final stage chamber of the Oil and Grease separator in excess of 25% of the wetted height. Maintenance and clean out shall be documented at the time it is performed.
- 19.4 A maintenance schedule and record of maintenance shall be submitted to PHU upon request for each Oil and Grease interceptor installed.
- 19.5 A Customer who is the Owner or operator of the premises as set out in subsection 19.1 shall, for two years, keep the records which document the maintenance and clean outs performed for interceptor clean-out and Oil and Grease disposal.

20. Sediment Interceptors

- 20.1 Every Customer who is the Owner or operator of premises from which sediment may directly or indirectly enter the Wastewater System, including but not limited to premises using a ramp drain or area drain and vehicle wash establishments, shall take all necessary measures to ensure that such sediment is prevented from entering the Wastewater System in excess of the limits in this bylaw.
- 20.2 All sediment interceptors shall be maintained in good working order, at the Customer's expense, according to manufacturer's recommendations and shall be inspected regularly to ensure performance is maintained to the manufacturer's specifications for performance. In the absence of manufacturer's recommendations, the settled solids shall not accumulate in the final stage chamber of the sediment interceptor in excess of 25% of the wetted height. Maintenance and clean out shall be documented at the time it is performed.
- 20.3 A maintenance schedule and record shall be submitted to PHU upon request for each sediment interceptor installed.
- 20.4 A Customer who is the Owner or operator of a premises as set out in subsection 20.1, shall, for two years, keep the records which document interceptor clean-out and sediment disposal.

21. Dental Amalgam Separator

- 21.1 Every Customer who is the Owner or operator of premises from which Dental Amalgam may be discharged, which waste may directly or indirectly enter the Wastewater System, shall install, operate and properly maintain, at the Customer's expense, Dental Amalgam Separator(s) with at least 95% efficiency in amalgam weight and certified *ISO 11143* –

'Dental Equipment: Amalgam Separators', in any piping system at its premises that connects directly or indirectly to the Wastewater System except where the sole dental-related practice at the premises consists of one or more of the following specialties or type of practice:

- a) Orthodontics and dentofacial orthopedics;
- b) Oral and maxillofacial surgery;
- c) Oral medicine and pathology;
- d) Periodontics; or
- e) a dental practice consisting solely of visits by a mobile dental practitioner who prevents any Dental Amalgam from being released directly or indirectly to the Wastewater System.

- 21.2 Notwithstanding compliance with subsection 21.1 all Persons operating or carrying on the business of a dental practice shall comply with Schedules 'D' and 'E' of this bylaw.
- 21.3 All Dental Amalgam Separators shall be maintained in good working order and according to the manufacturer's recommendations.
- 21.4 A Customer who is the Owner or operator of a premises as set out in subsection 21.1, shall, for two years, keep the records which document Dental Amalgam Separator clean-out and waste disposal.
- 21.5 A maintenance schedule and record of maintenance shall be submitted to PHU upon request for each Dental Amalgam Separator installed.

22. Pre-Treatment Facilities

- 22.1 Where required by PHU, a Customer shall install, on premises that the Customer owns or occupies, and prior to the sampling point, a Wastewater Pre-Treatment facility.
- 22.2 Pre-Treatment facilities shall be installed, operated, and maintained by the Customer at the Customer's expense.
- 22.3 The Customer shall ensure the design, operation, and maintenance of the Pre-Treatment facility achieves the treatment objectives, operates and is maintained in accordance with the manufacturer's recommendations.
- 22.4 The maintenance records and waste disposal records shall be submitted to PHU upon request.
- 22.5 The Customer shall keep documentation pertaining to the Pre-Treatment facility and waste disposal for two years.

23. Disposal

- 23.1 No Person shall discharge the waste products of an interceptor, Dental Amalgam Separator, or Pre-Treatment facility into the Wastewater System or a Storm Sewer and shall ensure that such waste products are disposed of in a safe manner.

PART IV - COMPLIANCE PROGRAMS, BEST MANAGEMENT PRACTICES AND CODES OF PRACTICE

24. Compliance Programs

- 24.1 Without limiting any other provision of this bylaw governing Wastewater Discharge Permits, PHU may require an Industry Customer to apply for and obtain a Wastewater Discharge Permit to discharge Wastewater to the Wastewater System that does not comply with Schedule 'D' and/or 'E' of this bylaw. The Industry Customer shall be entitled to make non-complying discharges in the amount and only to the extent set out in the Wastewater Discharge Permit.
- 24.2 As a term set out in the Wastewater Discharge Permit, PHU, may require an Industry Customer to submit a Compliance Program setting out activities to be undertaken by the Industry Customer that would result in the prevention or reduction and control of the discharge or deposit of Matter, including, without restriction, Uncontaminated Water, Ground Water or Storm Water from the Industry Customer's premises into the Wastewater System. This may include, but is not limited to, planning, design and construction or installation of facilities or works needed to implement the approved Compliance Program.
- 24.3 Each Compliance Program shall include the following:
- a) a description of the processes at the premises which produce discharges that do not comply with the requirements of this bylaw;
 - b) a description of those processes at the premises which are to be the subject of the Compliance Program;
 - c) a list of non-complying pollutants present at the premises at any stage of the operations at the premises;
 - d) a description setting out the types, quantities, and concentrations of all non-complying pollutants discharged, directly or indirectly, to the Wastewater System;
 - e) a description of current Wastewater reduction, recycling, treatment and compliance activities at the premises with respect to discharges to the Wastewater System from the premises;
 - f) a description of compliance options for non-complying pollutants and Wastewater discharge and an evaluation of those options;
 - g) a list of possible targets and timeframes (in compliance with any Wastewater Discharge Permit that may have been issued to the Customer) to reduce or eliminate the discharge of non-complying Matter to the Wastewater System;
 - h) a declaration, from a Person authorized by the Industry Customer, that the content of the Compliance Program is, to the best of that Person's knowledge, true, accurate and complete.
- 24.4 Every proposed Compliance Program shall be for a specified length of time during which Pre-Treatment facilities or other measures are to be installed or implemented and shall be specific as to the remedial actions to be implemented by the Industry Customer, the dates of commencement and completion of the activity and the materials or other characteristics of the Matter to which it relates. The final activity completion date shall not be later than the final compliance date in the Compliance Program.
- 24.5 Industry Customers that are required to submit a Compliance Program shall also submit a

Compliance Program progress report to PHU, within fourteen (14) days after the scheduled completion date of each activity listed in the Compliance Program.

- 24.6 PHU may terminate any proposed Wastewater Discharge Permit related to a Compliance Program by written notice at any time to the Industry Customer in the event that the Industry Customer fails or neglects to carry out or diligently pursue the activities required of it under its Compliance Program.
- 24.7 Where an Industry Customer receives notice from PHU that its Compliance Program has not been approved, PHU may provide the Industry Customer with a date by which it must submit an amended Compliance Program to PHU for approval in accordance with this section.
- 24.8 In the event that a Compliance Program resubmitted to PHU in accordance with subsection 28.7 does not comply with the requirements of this bylaw, PHU shall so notify the Industry Customer and the Industry Customer shall be in contravention of subsection 24.1 and shall continue to be in contravention until such time as PHU approves an amended Compliance Program resubmitted by the Industry Customer, in accordance with this section.
- 24.9 When required by PHU, an Industry Customer which has received approval from PHU for its Compliance Program shall submit a revised and updated Compliance Program for the approval of PHU within the timeframe specified by PHU. Such revised and updated Compliance Program shall, in addition to the requirements otherwise set out in this section, detail and evaluate the progress of the Industry Customer to accomplish the objectives set out in its Compliance Program.
- 24.10 A copy of the Compliance Program shall be kept at all times at the premises in respect of which it was prepared and shall be available for inspection by PHU at any time.

25. Best Management Practices and Codes of Practice

- 25.1 PHU may adopt Best Management Practices and Codes of Practice and may, without limiting the generality of the foregoing, adopt Best Management Practices and Codes of Practice that have been established or adopted by a third party.
- 25.2 PHU may define Designated Sector Operations to which a Code of Practice Applies and may, without limiting the generality of the foregoing, adopt definitions or descriptions of Designated Sector Operations that have been established by a third party.
- 25.3 A Code of Practice adopted by PHU applies to all Customers that fall within the Designated Sector Operations to which that Code of Practice applies but does not apply to a Customer that is subject to a Wastewater Discharge Permit, unless the Wastewater Discharge Permit specifies otherwise, and does not apply to the discharge of Domestic Wastewater.
- 25.4 All Customers to whom a Code of Practice applies shall comply with that Code of Practice.
- 25.5 Nothing in a Code of Practice relieves a Person discharging Wastewater from complying with this bylaw, a Wastewater Discharge Permit, or any other applicable enactment, but if a Code of Practice establishes a requirement that is inconsistent with a requirement in this bylaw, the requirement in the Code of Practice shall prevail.
- 25.6 A Customer that is subject to a Code of Practice must submit to PHU, a completed Code of Practice registration form, in the form approved by PHU:

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- a) within ninety (90) days after the date that the Code of Practice was adopted or established, if the Customer was receiving Wastewater Services at the time that the Code of Practice was adopted or established; and
 - b) in all other cases, within thirty (30) days of the date on which the Customer began to receive Wastewater Services.
- 25.7 A Customer who has submitted a Code of Practice registration form must report to PHU, any change in the ownership, name, location, contact person, telephone number, or email address of the Customer within thirty (30) days of the change by submitting a completed Code of Practice registration form showing the changes.
- 25.8 A Customer who has submitted a Code of Practice registration form must, within 30 days of any change in the Customer's practices or operations that results in the Customer no longer falling within the Designated Sector Operations to which the Code of Practice applies, report the change to PHU, by submitting a completed Code of Practice registration form describing the changes.

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SCHEDULE 'D'

PROHIBITED WASTES

No Person shall discharge directly or indirectly or deposit or cause or permit the discharge or deposit of Wastewater into the Wastewater System in circumstances where:

- 1.1 To do so may cause or result in:
 - a) a health or safety hazard to a Person authorized by PHU to inspect, operate, maintain, repair or otherwise work on the Wastewater System;
 - b) an offence under, or contravention of, any applicable federal or provincial legislation, or bylaw, as amended from time to time, or any regulation made thereunder from time to time;
 - c) Wastewater Sludge from the Wastewater Treatment Facility to which Wastewater discharges, either directly or indirectly, to fail to meet the objectives and criteria as listed in any applicable federal or provincial legislation, as amended from time to time;
 - d) interference with the operation or maintenance of the Wastewater System, or which may impair or interfere with any Wastewater treatment process;
 - e) a hazard to any Person, animal, property or vegetation;
 - f) an offensive odour emanating from the Wastewater System, and without limiting the generality of the foregoing, Wastewater containing hydrogen sulphide, carbon disulphide, other reduced sulphur compounds, amines or ammonia in such quantity as may cause an offensive odour;
 - g) damage to the Wastewater System; or
 - h) an obstruction or restriction to the flow in the Wastewater System;
- 1.2 The Wastewater has two or more separate liquid layers.
- 1.3 The Wastewater contains:
 - a) a Hazardous Substance;
 - b) combustible liquid;
 - c) Biomedical Waste, including, but not limited to, any of the following categories: human anatomical waste, animal waste, untreated microbiological waste, waste sharps, and untreated human blood and body fluids known to contain viruses and agents listed in 'Risk Group 4' as defined in 'Laboratory Biosafety Guidelines' published by Health Canada, dated 2004, as amended;
 - d) specified risk material for bovine spongiform encephalopathy as defined in the federal Fertilizers Regulations, including material from the skull, brain, trigeminal ganglia, eyes, tonsils, spinal cord, and dorsal root ganglia of cattle aged 30 months or older, or material from the distal ileum of cattle of all ages;
 - e) dyes or colouring materials which may or could pass through the Wastewater System and discolour the Wastewater within the Wastewater System;
 - f) Fuel;

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- g) Ignitable Waste;
 - h) Pathological Waste;
 - i) PCBs;
 - j) a Pesticide which is not otherwise regulated in this bylaw;
 - k) Reactive Waste;
 - l) a Toxic Substance which is not otherwise regulated in this bylaw;
 - m) Waste Radioactive Substances in excess of concentrations greater than those specified for release to the environment under the Nuclear Safety and Control Act and Regulations or amended versions thereof; or
 - n) solid or viscous substances in quantities or of such size to be capable of causing obstruction to the flow in the Wastewater System, including but not limited to ashes, bones, cinders, sand, mud, soil, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, animal parts or tissues, and paunch manure;
- 1.4 The Wastewater contains a concentration, expressed in milligrams per litre, in excess of any one or more of the limits in Schedule 'E' of this bylaw, unless:
- a) the discharge is in accordance with a valid Wastewater Discharge Permit,
 - b) the discharge is authorized in a Code of Practice approved by PHU; and
 - c) all requirements of Part III of Schedule 'C' of this Bylaw (Interceptors and Pre-Treatment) have been fully satisfied.

SCHEDULE 'E'
RESTRICTED WASTES

The following substances are Restricted Waste when present in Wastewater at a concentration in excess of the applicable concentration listed below:

Table A - CONVENTIONAL CONTAMINANTS

Substance	Concentration Limit (mg/L)
Biochemical Oxygen Demand	10,000
Chemical Oxygen Demand	20,000
Oil and Grease, Total – Animal and Vegetable + Mineral and Synthetic/Petroleum Hydrocarbons	500
Total Suspended Solids	5,000
Total Kjeldahl Nitrogen	500
Phosphorus	200

Concentrations that do not exceed these constituent concentrations limits are permitted for discharge, however, may be subject to an Overstrength Surcharge or Additional Overstrength Surcharge.

Table B - INORGANIC CONTAMINANTS

Substance	Concentration Limit (mg/L)
Arsenic (As)	1.0
Cadmium (Cd)	0.10
Chlorine (total) (Cl ₂)	5.0
Chromium (Hexavalent) (Cr ⁺⁶)	2.0
Chromium (total) (Cr)	4.0
Cobalt (Co)	5.0
Copper (Cu)	2.0
Cyanide (CN)	2.0
Lead (Pb)	1.0
Mercury (Hg)	0.10
Molybdenum (Mo)	5.0
Nickel (Ni)	4.0
Selenium (Se)	1.0
Silver (Ag)	5.0
Sulphide (S=)	3.0
Thallium (Tl)	1.0
Zinc (Zn)	2.0

Schedule 'E' – Restricted Wastes (con't)

Table C - ORGANIC CONTAMINANTS

Substance	Concentration Limit (mg/L)
Benzene	0.5
Ethylbenzene	0.5
Oil and Grease – Mineral and Synthetic/Petroleum Hydrocarbons	100
Phenols, Total (or phenolic compounds)	1.0
Toluene	0.5
Xylene	0.5

Wastewater that falls outside one or more of the parameter limits listed below is Restricted Waste:

Table D – PHYSICAL PARAMETERS

Parameter	Limit
Flashpoint	Not \leq 60.5° C
Lower Explosive Limit (LEL) in headspace	10% of the LEL
pH	6.0 - 11.5 (unitless)
Temperature	60 degrees Celsius

SCHEDULE 'F'
WASTEWATER OVERSTRENGTH LIMITS

	Column A	Column B
Substance	Overstrength Surcharge Concentration Limits, (mg/L)	Additional Overstrength Concentration Limits, (mg/L)
Biochemical Oxygen Demand (BOD)	300	3000
Chemical Oxygen Demand (COD)	600	6000
Oil and Grease , Total (O&G) – Animal and Vegetable + Mineral and Synthetic/Petroleum Hydrocarbons	100	400
Total Suspended Solids (TSS)	300	3000
Total Kjeldahl Nitrogen (TKN)	50	200
Total Phosphorus (TP)	10	75

Note: Concentrations in Column A become surchargeable with a second-tier surcharge when reaching concentrations in Column B

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**SCHEDULE 'G'
SPECIFIED PENALTIES**

Section	Description	Penalty			
		Municipal Tag		Violation Ticket	
		First Offence	Second or Subsequent Offence	First Offence	Second or Subsequent Offence
Bylaw, s. 20	Obstruct an authorized representative	\$5,000	\$10,000	\$8,000	\$12,000
Schedule 'A', s. 6(2)(c)	Backfill before Service Connection inspection	\$2,500	\$4,000	\$3,000	\$4,500
Schedule 'A', s. 7	Contravention of Repair and Maintenance Requirements	\$500	\$1,000	\$1,000	\$2,000
Schedule 'A', s. 9(2)	Interfere with another Customer's Service Connection /Utility Services	\$1,000	\$2,000	\$2,000	\$4,000
Schedule 'A', s. 12(1)	Obstruct access to Facilities	\$4,000	\$9,000	\$5,000	\$10,000
Schedule 'A', s. 12(2)	Failure to manage vegetation on Property	\$500	\$1,000	\$1,000	\$1,500
Schedule 'A', s. 12(3)	Install structure that interferes with proper and safe operation of Facilities	\$2,500	\$4,000	\$3,000	\$5,000
Schedule 'A', s. 13	Interfere with or alter Facilities	\$2,500	\$4,000	\$3,000	\$6,000
Schedule 'A', s. 16	Extend Customer owned- infrastructure beyond Property	\$2,000	\$4,000	\$3,000	\$6,000
Schedule 'A', s. 25(3)	Hinder or prevent an Inspector from carrying out duties	\$5,000	\$10,000	\$8,000	\$12,000
Schedule 'A', s. 27(2)	Supply false or inaccurate information	\$5,000	\$10,000	\$8,000	\$12,000

Section	Description	Penalty			
		Municipal Tag		Violation Ticket	
		First Offence	Second or Subsequent Offence	First Offence	Second or Subsequent Offence
Schedule 'B', s. 1(3)	Fail to comply with Water Conservation and Demand Management Measures	\$3,000	\$6,000	\$4,000	\$7,000
Schedule 'B', s. 3(1)(a)	Obtain water from source not connected to the Water System, after connection to Water System	\$1,000	\$2,000	\$1,500	\$3,000
Schedule 'B', s. 3(1)(b)	Fail to decommission alternate water supply, after connection to Water System	\$1,000	\$2,000	\$1,500	\$3,000
Schedule 'B', s. 3(3)	Connect an alternate water source to the Water System	\$1,000	\$2,000	\$1,500	\$3,000
Schedule 'B', s. 4	Unauthorized resale or supply of water	\$1,000	\$2,000	\$1,500	\$3,000
Schedule 'B', s. 5(1)	Unauthorized use of water	\$1,000	\$2,000	\$1,500	\$3,000
Schedule 'B', s. 10	Contravention of Customer Meter installation rules and requirements	\$1,000	\$2,000	\$1,500	\$3,000
Schedule 'B', s. 11	Contravention of General Meter Restrictions	\$1,000	\$2,000	\$1,500	\$3,000
Schedule 'B' s. 18(1)	Unauthorized operation of a fire hydrant	\$2,500	\$4,000	\$3,000	\$6,000

Section	Description	Penalty			
		Municipal Tag		Violation Ticket	
		First Offence	Second or Subsequent Offence	First Offence	Second or Subsequent Offence
Schedule 'B', s. 19	Obstruct access to or operation of a fire hydrant	\$2,500	\$4,000	\$3,000	\$6,000
Schedule 'B', s. 20	Contravention of requirement respecting Private Fire Protection Equipment	\$2,500	\$4,000	\$3,000	\$6,000
Schedule 'B' s. 21	Unauthorized Cross Connection	\$2,500	\$4,000	\$3,000	\$6,000
Schedule 'B', s. 22(1)	Customer fails to install required Cross Connection Control Device	\$2,500	\$4,000	\$3,000	\$6,000
Schedule 'B', s. 22(2)	Customer contravenes Cross Connection Control Device installation, inspection, repair, or maintenance requirements	\$2,500	\$4,000	\$3,000	\$6,000
Schedule 'C', s. 2(1)(a)	Unauthorized use of Private Wastewater Disposal System, after connection to Wastewater System	\$1,000	\$2,000	\$1,500	\$3,000
Schedule 'C', s. 2(1)(b)	Fail to decommission Private Wastewater Disposal System, after connection to Wastewater System	\$1,000	\$2,000	\$1,500	\$3,000
Schedule 'C', s. 2(3)	Allow Private Wastewater Disposal System to be connected to the Wastewater System	\$1,000	\$2,000	\$1,500	\$3,000
Schedule 'C', s. 4	Contravention of requirement respecting protection	\$1,000	\$2,000	\$1,500	\$3,000

Section	Description	Penalty			
		Municipal Tag		Violation Ticket	
		First Offence	Second or Subsequent Offence	First Offence	Second or Subsequent Offence
	of Wastewater System				
Schedule 'C', s. 5(1)(a)	Impede Wastewater Use of other Customers	\$1,000	\$2,000	\$1,500	\$3,000
Schedule 'C', s. 5(1)(b)	Use Wastewater System without an Account	\$1,000	\$2,000	\$1,500	\$3,000
Schedule 'C', s. 5(1)(c)	Use Wastewater System in unauthorized manner	\$1,000	\$2,000	\$1,500	\$3,000
Schedule 'C', s. 6(1)	Discharge matter other than Domestic Wastewater	\$1,500	\$3,000	\$2,000	\$4,000
Schedule 'C', s. 6(2)	Release or permit the release of any Prohibited Waste or Restricted Waste without a valid Wastewater Discharge Permit	\$4,000	\$9,000	\$5,000	\$10,000
Schedule 'C', s. 6(3)	Discharge Wastewater into the Wastewater System in contravention of a prohibition or limit established	\$1,500	\$3,000	\$2,000	\$4,000
Schedule 'C', s. 6(5)	Discharge into Wastewater System prior to obtaining a Wastewater Discharge Permit	\$4,000	\$9,000	\$5,000	\$10,000
Schedule 'C', s. 6(7)	Fail to comply with Wastewater Discharge Permit	\$1,500	\$3,000	\$2,000	\$4,000
Schedule 'C', s. 7(1)	Discharging commercial, trade, industrial or	\$3,000	\$6,000	\$4,000	\$7,000

Section	Description	Penalty			
		Municipal Tag		Violation Ticket	
		First Offence	Second or Subsequent Offence	First Offence	Second or Subsequent Offence
	manufacturing Matter without approval or proper Pre-Treatment				
Schedule 'C', s. 8	Diluting Wastewater to allow for discharge into Wastewater System	\$2,500	\$4,000	\$3,000	\$5,000
Schedule 'C', s. 10	Failure to complete monitoring or sampling and provide results to PHU as required	\$1,500	\$3,000	\$2,000	\$4,000
Schedule 'C', s. 11	Contravention of Hauled Wastewater requirements	\$1,500	\$3,000	\$2,000	\$4,000
Schedule 'C', s. 12	Discharge Non-Contact Cooling Water or Uncontaminated Water to Wastewater System from a residential premises contrary to a Wastewater Discharge Permit	\$1,500	\$3,000	\$2,000	\$4,000
Schedule 'C', s. 13	Discharge of water originating from a source other than PHU's water supply to Wastewater System without or contrary to a Wastewater Discharge Permit	\$2,500	\$5,000	\$3,000	\$5,000
Schedule 'C', s. 14	Contravention of requirements for Spill response	\$4,000	\$8,000	\$5,000	\$10,000

Section	Description	Penalty			
		Municipal Tag		Violation Ticket	
		First Offence	Second or Subsequent Offence	First Offence	Second or Subsequent Offence
Schedule 'C', s. 15	Contravention of requirements for Monitoring Access Points	\$2,500	\$5,000	\$3,000	\$4,500
Schedule 'C', s. 17	Contravention of requirements for Interceptor (General)	\$2,500	\$4,000	\$3,000	\$5,000
Schedule 'C', s. 18	Contravention of requirements for Food-Related Grease Interceptors	\$2,500	\$4,000	\$3,000	\$5,000
Schedule 'C', s. 19	Contravention of requirements for Oil and Grease Interceptors	\$2,500	\$4,000	\$3,000	\$5,000
Schedule 'C', s. 20	Contravention of requirements for Sediment Interceptors	\$2,500	\$4,000	\$3,000	\$5,000
Schedule 'C', s. 21	Contravention of requirements for Dental Amalgam Separator	\$2,500	\$4,000	\$3,000	\$5,000
Schedule 'C', s. 22	Contravention of requirements for Pre-Treatment facilities	\$2,500	\$4,000	\$3,000	\$5,000
Schedule 'C', s. 23	Discharge waste products of an interceptor, Dental Amalgam Separator or Pre- Treatment facility into the Wastewater System or a Storm Sewer	\$2,500	\$4,000	\$3,000	\$5,000
Schedule 'C', s.24	Contravention of requirements Compliance Program	\$3,000	\$6,000	\$4,000	\$7,000

Section	Description	Penalty			
		Municipal Tag		Violation Ticket	
		First Offence	Second or Subsequent Offence	First Offence	Second or Subsequent Offence
Schedule 'C', s. 25	Contravention of requirements related to Best Management Practices and Codes of Practice	\$2,500	\$4,000	\$3,000	\$5,000

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