

TOWN OF PICTURE BUTTE  
BYLAW NO. 872-18

BEING A BYLAW OF THE TOWN OF PICTURE BUTTE, IN THE PROVINCE OF ALBERTA, RESPECTING WATER WORKS, SEWERAGE AND WASTE MANAGEMENT AND PROVIDING FOR THE SETTING AND COLLECTION OF UTILITY RATES AND CHARGES.

WHEREAS Section 7 of the Municipal Government Act R.S.A. 2000, c. M-26 provides that Council may pass bylaws for municipal purposes respecting the safety, health and welfare of people; the protection of people and property; services provided for by or on behalf of the municipality; public utilities; and the enforcement of bylaws;

NOW THEREFORE, the Council of the Town of Picture Butte, in the Province of Alberta, duly assembled, HEREBY ENACTS AS FOLLOWS:

This Bylaw is hereby cited as the Town of Picture Butte “UTILITY BYLAW”.

1. DEFINITIONS:

- 1.1. “Ashes” means the residue of any substance used as fuel;
- 1.2. “Biochemical Oxygen Demand” (abbreviated BOD) means the quantity of oxygen expressed in milligrams per liter.
- 1.3. “Chief Administrative Officer or CAO” means the Town’s Chief Administrative Officer for the Town of Picture Butte as appointed by Town Council and includes any Persons authorized by him/her or the Town Council to act for or carry out the duties of the CAO Town Manager to the extent that authorization is given.
- 1.4. “Chemical Oxygen Demand (abbreviated COD) means the quantity of oxygen expressed in milligrams per litre utilized in the chemical oxidation of matter contained in Sewage as set forth in “Standard Methods for the Examination of Water and Wastewater”.
- 1.5. “Commercial Customer” means a Customer that has a Commercial Premises.
- 1.6. “Commercial Premises” means the site, including any building erected thereon of any café, restaurant, hotel, store, warehouse, wholesale or retail business place, office building, factory, industry, or any other site or building except one that is used or intended to be used for residential or Institutional purposes;
- 1.7. “Council” means the Council for the Town of Picture Butte;
- 1.8. “Curb Stop” means a control valve for the water supply of a building, usually placed near the sidewalk or curb, used to shut off the water supply to a building;
- 1.9. “Customer” means any Person, corporation or organization who has entered into a contract with the Town for Utility Provision at a particular Premises, or who is the Owner or occupant of any Premises connected to or provided with a Utility.
- 1.10. “Director” means the Director of Operations and/or the Director of Corporate Services of the Town of Picture Butte or his/her duly authorized agent or representative.
- 1.11. “Discharge Limit (s)” means the maximum concentration of specified Sewage components permitted for discharge to the Sewer System by Commercial, Industrial and Institutional Customers without payment of Surcharges. The discharge limits are outlined in Schedule B:
- 1.12. “Domestic Customer” means the Owner of a residence containing one or two dwelling units that are connected to any Utility and where the total water consumption is measured by one water meter.
- 1.13. “Garbage” means and includes the refuse of animal matter, vegetable matter or any other matter which has been used or is intended for use as food, Ashes, bottles, metals, cans or tins, crockery, glass, metal scraps, cloth, paper, wrappings, sweepings and all other similar items that accumulate in the household or result from commercial or industrial

- operations. It does not include human or animal excrement, stable refuse and toxic or hazardous materials;
- 1.14. “Garbage Bin” means a container provided by the Town for purposes of Garbage collection;
  - 1.15. “Garbage Collector” means the Person or Persons authorized by the Town of Picture Butte to collect, remove and dispose of Garbage;
  - 1.16. “Grass Container” means a receptacle constructed of non-corrosive durable metal or plastic, or recyclable paper bag, which:
    - 1.16.1. Is equipped with two (2) handles to facilitate handling (except for recyclable paper bags),
    - 1.16.2. Has a capacity of not more than 76 liters (20 gallons), a height of not more than 0.8 meters (30 inches) and a diameter of not more than 0.6 meters (24 inches), and
    - 1.16.3. weighs, when filled, not more than 23 kilograms (50 pounds);
  - 1.17. “Grease” means a material contained in the Sewage which may be extracted according to the laboratory procedure set forth in “Standard Methods for the Examination of Water and Wastewater”, expressed in milligrams per litre.
  - 1.18. “Health Inspector” means a health inspector for Alberta Health Services or a health inspector appointed by the Town;
  - 1.19. “Industrial Customer” means any Person who is identified in “Schedule A” or who, for a period of ninety (90) days exceeds the Discharge Limits as explained in this bylaw
  - 1.20. “Institutional Customer” means such places as senior citizen housing, nursing homes, hospitals, and schools. Places such as day care centres, places of worship, museums, libraries, service and fraternal organisation’s buildings and governmental buildings are excluded from this definition.
  - 1.21. “Mobile Home” means a dwelling suitable for long-term or permanent occupancy, and designed to be transported on its own wheels or by other means; and which, upon arriving at a residential site is, apart from incidental operations such as placement on foundation supports and connection to utilities, ready for occupancy;
  - 1.22. “Mobile Home Park” means a parcel of land maintained and operated by an Owner or a manager providing spaces for the long term parking and occupancy of Mobile Homes and spaces for ancillary facilities including recreation area;
  - 1.23. “Multi-Unit Dwelling” means a dwelling place comprised of more than one self contained dwelling unit, and without restricting the generality of the foregoing, includes apartment buildings, duplex houses, and single family homes with ancillary suites containing cooking, living, dining, sleeping and toilet facilities, whether or not such ancillary suites have a private out-side entrance;
  - 1.24. “Owner” means the registered owner of the serviced property as registered with the Alberta Land Titles Registry, or, as the context may require, the owner of a Mobile Home unit;
  - 1.25. “Peace Officer” means a member of the Royal Canadian Mounted Police or a special constable or Bylaw Enforcement Officer of the Town of Picture Butte;
  - 1.26. “Person” means any individual, firm, company, association, society, corporation or group.
  - 1.27. “Premises” means any land, building or part of a building supplied with Utilities by the Town.
  - 1.28. “pH” means the logarithm to the base 10, of the reciprocal of the hydrogen ion concentration in moles per litre in solution. pH shall be determined by one of the procedures outlined in Standard Methods for the Examination of Water and Wastewater.
  - 1.29. “Sewage” means any waste discharged or permitted to flow from residences, business buildings, institutions and industrial establishments into the Sewer System.
  - 1.30. “Sewer Service Line” means that Sewer line from the building to the Street Main;

- 1.31. "Sewer System" means the system of sanitary Sewers in the Town, the sanitary Sewage lift stations, and the Sewage treatment plant or plants.
- 1.32. "Standard Methods for the Examination of Water and Wastewater" shall mean those methods as described in the latest edition of "Standard Methods for the Examination of Water and Wastewater", as published by the American Public Health Association, Inc.
- 1.33. "Street Main" means any water and/or Sewer main trunk line laid for the service of more than one Person;
- 1.34. "Surcharge" means the extra charge levied on Commercial, Industrial, and Institutional Customers for discharging sewage of a strength higher than permitted.
- 1.35. "Total Suspended Solids" (abbreviated TSS) means solid matter that can be removed by filtration through a standard filter as set forth in "Standard Methods for the Examination of Water and Wastewater".
- 1.36. "Town" means the corporation of the Town of Picture Butte as established under the Municipal Government Act or, if the context requires, the geographical area within the boundaries of the Town of Picture Butte;
- 1.37. "Utility" means a system or works used to provide one or more of the following for public consumption, benefit, convenience or use:
  - 1.37.1. Water
  - 1.37.2. sewage disposal treatment
  - 1.37.3. waste management
  - 1.37.4. storm water management;
- 1.38. "Water Service Line" means that water line from the building to the Curb Stop;
- 1.39. "Yard Waste" means the cuttings from any one of the various narrow-leaved green plants growing densely in a lawn, leaves and clippings from shrubs or trees
- 1.40. "mg/L" means milligrams per litre.
- 1.41. "\$/kg" means dollars per kilogram.

2. GENERAL UTILITY PROVISIONS

- 2.1. Supply of Utilities
  - 2.1.1. No Person other than the Town shall provide the same or similar type of Utility as is outlined in this Bylaw in any part of the Town except where special permission is given by the Town.
  - 2.1.2. The Town shall supply Utility Service to the Owner of a property regardless of the fact that it may be rented or leased.
  - 2.1.3. The Owner of the property shall be responsible for the construction, maintenance and repair of the Water Service Line. The Owner of the property shall be responsible for the maintenance of the Sewer Service Line and for the construction and/or replacement of any section of the Sewer Service Line from the building to the property line.
  - 2.1.4. All developed properties within Town must use Town supplied Utilities. Utility Services are provided together as a service. Customers are not eligible to opt out of individual Utility services.
- 2.2. Application for Service Connection
  - 2.2.1. All Customers shall comply with the Customer Account Terms and Conditions as set out in Schedule "C".
  - 2.2.2. Utility service shall be supplied to the Owner. No Utility service will be supplied to any renter, lessee or other Persons not considered the Owner of the property.

- 2.2.3. Any Owner who desires commencement of a Utility service from the Town shall apply in writing to the Town on the form supplied by the Town for that purpose.
- 2.2.4. An Owner may request that their water service be physically shut off at the Curb Stop. The property Owner should submit to the Town office a completed Utility Application form with payment as set out in Schedule “A”.
- 2.2.5. All Owners must notify the Town office of any change to their contact information including mailing address or phone number within 14 days of the change.

2.3. Rates and Billings

- 2.3.1. Rates for all Utility services will be established by Council as outlined in Schedule “A”
- 2.3.2. A Utility bill showing the current service charges for water, sewer and Garbage as stated in Schedule “A” sent to the Owner of the property each month. Payment for the amount due for the Utility bill shall be payable on the billing date. Payment will be accepted at the Town Office or at such other place as may be designated from time to time by Council. Failure to receive a billing shall in no way affect the liability of the Customer to pay the Account.
- 2.3.3. In the event that any part of such Utility bill remains unpaid after the last day of the month in which the billing is sent, there shall be added thereto a penalty in the amount specified in Schedule “A” on the unpaid balance. This penalty is part of the arrears and subject to collection in the same manner as all other rates and charges.
- 2.3.4. Any Person intending to vacate any Premises that have been supplied with water from the waterworks or who desires to discontinue the use shall give written notice of the same to the Town. Otherwise, the rates shall be charged until such notice is received by the Town. No rebate shall be made for any fractional part of a month in which any such notice is given.
- 2.3.5. An Owner may request an administrative disconnect if a property is being sold, or will be vacant for a period greater than two (2) months. The property Owner should submit to the Town Office a completed Utility Application form with payment as set out in Schedule “A”. An administrative disconnect includes performing a final reading of the water meter, issuing a final Utility bill and closing off of the account; it does not include a physical Curb Stop shut off.
- 2.3.6. If, in the course of regular readings of water meters, a property is found to be using water after an administrative disconnect is complete, the Town shall issue a Utility bill for that month and said billing shall be subject to the same terms as a regular Utility bill.

2.4. Failure to Comply

- 2.4.1. Where a Customer is alleged to have breached any of the provisions of this Bylaw, the Town may serve upon such Customer a written notice specifying the breach and requiring that the breach be rectified within fourteen (14) days.

- 2.4.2. Should the problem not be rectified within the time limit specified, a penalty, the amount of which is set out in Schedule “A”, shall be added to the next and any subsequent Utility billing until the problem is rectified.
  - 2.4.3. This penalty shall be considered as part of the Utility charge and subject to the collection procedure as specified in Section 2.3 of this Bylaw.
  - 2.4.4. The Owner of any Mobile Home Park or Multi-Unit Dwelling shall be held responsible for ensuring that his/her renters comply with the provisions of this Bylaw and will be issued with the notice set out in Section 2.4.1. Failure to correct the problem will result in the penalty being added to the Utility billing sent to the Owner. All action will be subject to Section 2.4 except that each infraction from a different Person within the Mobile Home Park or Multi-Unit Dwelling will be counted as a separate incident.
  - 2.4.5. Any written notice issued under the provisions of Section 2.4.1. of this Bylaw shall be deemed to be sufficiently served if served personally upon the Owner or if mailed by regular mail to the address of the Owner.
- 2.5. Violations
- 2.5.1. Any Person who contravenes any provision of this Bylaw or any order made thereunder is guilty of an offence and is liable upon summary conviction to a fine as outlined in “Schedule A” and in default of payment of the fine to imprisonment for a period not exceeding SIX (6) MONTHS.
  - 2.5.2. Where a Peace Officer believes that any Person has committed a breach of any provision of this Bylaw, they may cause a Violation Ticket to be served upon such Person pursuant to Part 2 of the Provincial Offences Procedure Act, R.S.A. 2000, c. P-34.
  - 2.5.3. The Town also retains the right to discontinue Utility service to anyone who continues to violate the regulations of this Bylaw.
- 2.6. Utility Charges Added to Taxes
- 2.6.1. Any Utility charges in arrears for services supplied by the Town or any other charges for Utility services supplied by the Town to any land or Premises may be added to the taxes assessed against the real property to which the Utility has been supplied, and may be collected in any of the ways provided for in the collection of taxes, including the sale of the said property.
  - 2.6.2. In addition to the methods outlined herein for the recovery of outstanding charges, the Town reserves the right to discontinue service to any property where any charge for service or work remains outstanding for a period of more than thirty (30) days.
- 2.7. Dispute
- 2.7.1. In case of any dispute as to the proper charges to which any Person is subject by reason of the provisions herein contained, the matter shall first be referred to the CAO, and where the dispute is not settled to the satisfaction of the complainant, such complainant may refer the matter to Town Council. Final appeal may then be made in the manner provided in The Public Utilities Board Act of the Province of Alberta.

### 3. POTABLE WATER

#### 3.1. General Provisions

- 3.1.1. The Owner of the property shall be responsible for all water registered by the water meter as having been drawn from the water system.
- 3.1.2. No Person being a Customer shall vend, sell or dispose of water, or give away, or permit the same to be taken or carried away, or use, or supply it to the use or benefit of others or to any other use and benefit, or shall wrongfully or negligently waste any water.
- 3.1.3. No Person shall operate, interfere with, damage or make inaccessible any Curb Stop due to the construction of walks, driveways, or any other means.
- 3.1.4. The Town reserves the right to enter any land or building for the purpose of constructing, maintaining or repairing any water meter or Water Service Line or Sewer Service Line after giving reasonable notice. Costs associated with these construction, maintenance or repair services are an amount owing to the Town by the Owner of the land.

#### 3.2. Connection to the Water System

- 3.2.1. No Person without first having obtained permission to do so, shall make connection with any of the service lines or Street Mains. Permission to make connection to a Street Main shall only be granted as part of a development agreement. The applicant for the said permission shall be totally liable for any damage caused while making such connections and also shall provide adequate safety provisions during said construction.
  1. No permission shall be granted to any Person except licensed plumbers or authorized employees of the Town or contractor authorized by the Town.
  2. The Owner of the property shall be responsible for all costs related to service connections to the Street Mains.
- 3.2.2. If repairs or construction changes are required due to inaccessibility or damage of a Curb Stop, the Owners of the property serviced by said Curb Stop shall, in addition to the penalties of this Bylaw, be required to assume all costs involved.

#### 3.3. Supply of Water

- 3.3.1. The Town may shut off the water supplied to the land or Premises of any Customer for any purpose that, in the opinion of the Town, it may be appropriate to do so.
- 3.3.2. It is hereby declared that no Person shall have any claim for compensation or damages as the result of the Town shutting off the water without notice or from the failure of the water supply from any cause what so ever.
- 3.3.3. The Town reserves the right to refuse service to any user in the event of misuse of the truck fill facility. Misuse may include, but is not limited to, use of unsafe water tanks such as those used for pesticide or fertilizer, abuse of Town equipment or property in any way and attempted fraudulent usage. The Town has a zero tolerance approach to these types of behaviors and

any such activity will result in usage privileges being revoked.

3.4. Water Meters

- 3.4.1. Each individual dwelling unit shall have a separate water meter, except such dwelling units within a Multi-Unit Dwelling within one parcel of land where all dwelling units have the same Owner, or a Mobile Home Park.
- 3.4.2. Should a meter, while on the Premises of the Customer, be destroyed or damaged, the cost of repairing or replacing the meter shall be paid for by the Owner of the land.
- 3.4.3. Costs for the installing the meter shall be paid by the Owner of the land at the time of installation. Rates charged by the Town for the installation of water meters shall be the fee as set in Schedule "A".
- 3.4.4. Reading of the water meters shall be made by the Town on such days and at such times as the Town may require. The meter reader shall have the right to enter any Premises that may be required for the purpose of performing his/her meter reading duties.
- 3.4.5. Regular readings of the water meters shall be performed by Town staff starting no earlier than the 5 business days prior to month end.

3.5. Water Restrictions

- 3.5.1. When an emergency, as determined by the Chief Administrative Officer, in the water supply occurs, the Town may restrict the use of water from the Town supply system. When these restrictions are in effect, no Person shall water any lawn, garden, street, yard, or ground or use a hose or similar device to wash vehicles or the exteriors of houses or other buildings during such times. Notification of such emergency shall be provided by any means available.
- 3.5.2. Failure to comply with Section 3.5.1. will result in a penalty as defined in Schedule "A".
- 3.5.3. The Town, in specifying restrictions on the use of water for the purpose set out in Section 3.5. may vary the hours and days of use for differing portions of the Town and may attach such other conditions as deemed necessary.

3.6. Water Wastage

- 3.6.1. No Person shall waste any water supplied by the Town in any way, whether by improper or leaky service pipes, fixtures or taps, or by permitting water to run to prevent taps or pipes from freezing, or by improper or excessive use of water.
- 3.6.2. No Owner or Occupant of a parcel shall allow Potable Water to run off the parcel such that there is:
  - 1. a stream of water running into a street or swale for a distance of 30 meters or more from the edge of the parcel;
  - 2. a stream of water running into a street or swale and directly into a catch basin; or
  - 3. a stream or spray of water running into or falling onto a street or sidewalk.

- 3.6.3. Notwithstanding the prohibitions in Section 3.6, the Chief Administrative Officer may authorize the discharge of Potable Water onto a street or sidewalk for the purposes of:
1. health and safety;
  2. the installation and maintenance of infrastructure, including the flushing of water mains, hydrant leads and water service connections;
  3. preventing the freezing of water mains, hydrant leads and water service connections;
  4. conducting water flow tests;
  5. installation and testing of permanently installed irrigation systems;
  6. training programs for fire fighters employed by the Town of Picture Butte; or
  7. other purposes as deemed necessary by the Chief Administrative Officer from time to time.

#### 4. SEWERAGE

##### 4.1. GENERAL PROVISIONS

###### 4.1.1. CONNECTING TO SANITARY SEWER

1. The Owner of every house, building or property used for human occupancy, employment, recreation or other purpose, situated within the Town and abutting on any highway, or right-of-way in which there is now or hereafter located a sanitary Sewer of the Town, is hereby required at his expense to install suitable Sewage waste disposal facilities therein and to connect such facilities directly with the proper sanitary Sewer System of the Town in accordance with the provisions of the Plumbing and Drainage Act within sixty days after the date of notice from the Health Office or Plumbing Inspector to do so.
2. Except as permitted by this Bylaw or the Town plumbing requirements or the regulations of the Provincial Board of Health, no Person shall construct or maintain any privy, septic tank, cesspool, or other facility intended or used for the disposal of Sewage in the Town.
3. All new development is required to discharge foundation drain water into a sump. Sumps shall discharge to the stormwater system, in a manner as identified in the City of Lethbridge Engineering Standards and Design Guidelines.
4. No sump pump shall be directly connected to any part of a plumbing system that connects to a sanitary service connection.
5. Only recreational vehicles shall be permitted to dump into the Town's sanitation dump located at the Regional Park.

###### 4.1.2. PROHIBITION OF DISCHARGE

1. Except as hereinafter provided, no Person shall release or discharge or cause or permit the discharge or deposit of matter of a kind listed below into any of the Town's Sewer:
  - a. Matter of any type or at any temperature or in any quantity which may be or may become a health or safety hazard to a Sewage works employee, or which may be or may become harmful to a Sewage works, or which may interfere with the proper operation of a Sewage works, or which may impair or interfere with any Sewage treatment process, or which is or may result in a hazard to any Person,



animal, property or vegetation and without limiting the generality of the foregoing, any of the following;

- b. Solid or viscous substances in quantities or of such size as to be capable of causing an obstruction to the flow in the Sewer System or other interference with the proper operation of the Sewage collection system and treatment facilities, including but not limited to paunch manure or intestinal contents from horses, cattle, sheep or swine, hog bristles, pig hooves or toenails, animal intestines, guts, tissues or stomach casings, whole blood, bones, hides or parts thereof, animal fat or flesh in particles larger than will pass through a quarter inch screen, manure of any kind, poultry entrails, heads, feet or feathers, eggshells, fleshing and hair resulting from tanning operations, any Ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, and un-ground Garbage.
- c. Sewage that may be noxious or may cause an offensive odour to emanate from the Sewer System, and without limiting the generality of the foregoing, Sewage containing hydrogen sulphide, carbon disulphide, other reduced sulphur compounds, carbon monoxide, amines or ammonia in such quantities that may cause an offensive odour.
- d. Water that has originated from a source separate from the water distribution system of the Town except as permitted in writing by the Town.
- e. Sewage containing flammable or explosive materials, such as gasoline, naphtha, or hexane of a quantity that could cause or contribute to an explosion or support combustion in the Sewer System.
- f. Sewage containing dyes or colouring materials which pass through the Sewer System and discolours the wastewater treatment plant effluent.
- g. Sewage or water at a temperature greater than 75 degrees Celsius.
- h. Sewage having a pH of lower than 5.5 or higher than 10.0, or having any other corrosive property capable of causing damage or hazard to the structures, equipment and personnel of the Town.
- i. Sewage in which the COD exceeds 10,000 mg/L.
- j. Sewage containing more than 10,000 mg/L of TSS.
- k. Sewage containing more than 50 mg/L of total Kjeldahl nitrogen expressed as TKN-N.
- l. Sewage containing more than 10 mg/L of total phosphorus expressed as P.
- m. Sewage containing more than 300 mg/L of solvent extractable material (TOG: total oil and Grease).
- n. Sewage containing more than 25 mg/L of solvent extractable non-polar material (TPH: total petroleum hydrocarbons).
- o. Sewage containing any of the following in excess of the indicated concentrations:

1500 mg/L

Chlorides expressed as Cl

Sulphates expressed as SO<sub>4</sub>

50 mg/L

Aluminum expressed as Al

Iron expressed as Fe

10 mg/L

Fluoride expressed as F

5 mg/L

Antimony expressed as Sb

Bismuth expressed as Bi

Cobalt expressed as Co

Lead expressed as Pb

Manganese expressed as Mn

Molybdenum expressed as Mo

Silver expressed as Ag

Tin expressed as Sn

Titanium expressed as Ti

Vanadium expressed as V

3mg/L

Chromium expressed as Cr

Copper expressed as Cu

Cyanide expressed as CN

Nickel expressed as Ni

Sulphides expressed as S

Zinc expressed as Zn

1 mg/L

Arsenic expressed as As

Beryllium expressed as Be

BTEX - total of benzene, toluene, ethylbenzene and xylenes

Cadmium expressed as Cd

Phenol Compounds

Selenium expressed as Se

0.05 mg/L

Mercury expressed as Hg

2. The following wastes in any amount:
  - a. Biological hazardous waste
  - b. Hazardous waste chemicals
  - c. Pesticides (including herbicides and insecticides)
  - d. Polychlorinated biphenyls (PCBs)
  - e. Radioactive materials and wastes
3. In determining whether the limit with respect to any matter prescribed in Section 4.1.2. is contravened, the volume of any water that has been added for the purpose of enabling the limit to be met shall be disregarded for the purposes of calculating whether the limit has been met so that compliance with the limit cannot be obtained by dilution.
4. Section 4.1.2. does not apply to prevent the discharge of human waste.

#### 4.1.3. INTERCEPTORS

1. Grease, oil and sand interceptors shall be provided on private property for all garages, gasoline service stations and vehicle and equipment washing establishments. Interceptors will be required for other types of business

when in the opinion of the Director Town they are necessary for the proper handling of liquid waste containing Grease in excessive amounts, or any flammable wastes, sand, other harmful ingredients, except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Director Town and shall be so located as to be readily and easily accessible for cleaning and inspection. Where installed, all Grease, oil and sand interceptors shall be maintained by the occupant Owner at his/her expense in continuously efficient operation at all times.

#### 4.1.4. BLOCKAGE

1. In case any blockage, either wholly or in part, of said Sewer system is caused by reason of failure, omission or neglect to comply strictly with the foregoing provisions, the Owner concerned therein shall, in addition to any penalty for infraction of the provisions hereof, be liable to the Town for all costs of clearing such blockage and for any other amount for which the Town may be held legally liable because of such blockage.

#### 4.1.5. INSPECTIONS

1. The Town shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing, in accordance with the provisions of this bylaw. If such inspection discloses any failure, omission or neglect to clean out sumps, or discloses any defect in the location, construction, design or maintenance of the Sewer Service Line, the Person making such inspection shall in writing notify the said Owner to rectify the cause of complaint.
2. No Person except duly authorized employees of the Town, shall turn, lift, remove, raise or tamper with the cover of any manhole, ventilator or other appurtenance of any Town Sewer.

#### 4.1.6. LIABLE FOR DAMAGES

1. The Town is not liable for damages:
  - a. caused by the breaking, plugging or stoppage of any sanitary Sewer main or storm sewer main;
  - b. caused by the interference with the supply of any water service or Sewer necessary in connection with the repair or proper maintenance of Sewers;
  - c. generally for any accident due to the operation of the sewerage disposal system of the Town; unless such accident is shown to be directly due to the negligence of the Town or its employees.

#### 4.2. DOMESTIC CUSTOMERS

- 4.2.1. A Domestic Customer that owns or occupies a property connected with the Town Sewer System shall pay to the Town:
  1. The fixed “sewage service charge” as specified in Schedule “A” for each Town water meter on the property.

#### 4.3. COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL CUSTOMERS

- 4.3.1. A Commercial, Industrial and Institutional Customers that own or occupy a property connected with the Town Sewer System shall pay to the Town:

1. The fixed “sewage service charge” as specified in Schedule “A” for each Town water meter on the property, and
  2. A Surcharge as calculated in Section 4.3.5. when Sewage exceeds the Discharge Limits.
  3. The sampling costs as specified in Schedule “A” when Sewage exceeds the Discharge Limits.
    - a. Sampling Costs shall continue until the Commercial, Industrial or Institutional Customer’s Sewage is not in violation of the Discharge Limits for a period of three consecutive months.
- 4.3.2. A Surcharge is levied when the concentration of one or more of the characteristic components in the discharged sewage is higher than the maximum concentration permitted for those components. The maximum permitted concentration for each sewage component is set out in Schedule “B”.
- 4.3.3. In determining sewage characteristics for Surcharge purposes, samples shall be of at least one hour’s accumulation when received in the automatic proportional samplers, or of a composite of four separate grab samples collected within a one hour period when no functional proportional sample exist.
- 4.3.4. Where a Sewage sample characteristic of either BOD, TSS or Grease be in excess of the Discharge Limits as set forth in Schedule “B” and the samples were collected according to Section 4.3.9., the Commercial, Industrial or Institutional Customer discharging such Sewage shall be in violation of the Discharge Limits.
1. When a Commercial, Industrial or Institutional Customer is in violation of the Discharge Limits the Town shall collect one sample per week from the Commercial, Industrial or Institutional Premise. This practice will continue until the Commercial, Industrial or Institutional Customer is not in violation of the Discharge Limits for a period of three consecutive months.
- 4.3.5. The Surcharged shall be calculated by:
1. Calculating a monthly average for BOD, TSS or Grease levels, based upon the results of the grab samples as outlined in Section 4.3.9.
  2. Subtracting the allowable limit from monthly averaged BOD, TSS or Grease level.
  3. Multiplying the difference of Section 4.3.5.2. by the waste water flow.
    - a. Waste water flow is the volume of Sewage effluent discharged from the property into the Town Sewer System. When waste water flow is not recorded by a functional sewage meter, the flow to the Sewer System shall be equal to ninety-five percent water consumption as recorded on the Customer’s water meters less the volume recorded on approved exemption meters.
  4. Multiplying the result of 4.3.5.3. by the Surcharge.

This calculation can be expressed as [Average monthly reading (mg/L) minus allowable limit (mg/L)] times [wastewater flow (m<sup>3</sup>)] times [surcharge rate (\$/kg)]

5. No credit will be given for any BOD, TSS or Grease levels that are not in violation of the Discharge Limits.

6. Only one of the Sewage sample characteristics of B.O.D. TSS, or Grease needs to be in excess of the Discharge Limits to constitute a Discharge Limits violation.
- 4.3.6. The Director may authorize adjustments to the billed sewage characteristics where the casual incident is accidental in nature and results in sewage characteristic values greater than twice (2x) the median value for the billing period. Said adjustment shall be limited to a maximum of twice (2x) the median value.
  - 4.3.7. All new Industrial, Institutional or Commercial 2 Premises shall provide and erect a suitable enclosure to facilitate sewage sampling and flow measurement. The enclosure shall be of a type and in a location to the satisfaction of the Town. The Industrial, Institutional and Commercial 2 Customers shall discharge all sewage from waste from their property through such meter and sewage sampler.
  - 4.3.8. Characteristics of Sewage Effluent
    1. The Town shall from time to time determine the characteristics of the sewage effluent being discharged into Sewer System from each property of a Commercial, Industrial or Institutional Customer in the Town.
    2. The Town, in determining the characteristics of the Sewage effluent being discharged, may:
      - a. cause sampling and analysis of the Sewage effluent to be taken; and
      - b. consider the type of industry or business being conducted or operated by the Person; and
      - c. consider such other information as the Town may deem necessary.
    3. The Town shall maintain a record of investigations made in respect to each Commercial, Industrial or Institutional Customer.
  - 4.3.9. Testing of Effluent
    1. The Town may direct any Commercial, Industrial or Institutional Customer connected or about to connect to the Town's Sewer System that the characteristics of such Customer's Sewage effluent being discharged into the system be tested.
    2. The testing of the characteristics of the Sewage shall be done by sampling and an analysis of the Sewage effluent composed of a minimum of three (3) days of composite sampling during a period of three calendar months (quarterly). When more than three samples are taken and analyzed the maximum resulting characteristics of the three highest daily results shall determine the Customer's Sewage characteristics.
    3. Samples are to be collected from a Sewage sampler or, in its absence, samples shall be composited on a twenty-four (24) hour or more basis and the weighed fraction of each test shall be averaged throughout the three day test period.
    4. All costs of tests, sampling and analysis as outlined in Section 4.3.9. shall be borne by the Town.

#### 4.3.10. Connections to Sewage System

1. Each Commercial, Industrial or Institutional Customer desiring to become connected to the Town's Sewer System shall, prior to being joined to the Sewer System, supply to the Town information on the quality and quantity of its proposed plant's Sewage effluent.
2. the information to the Town shall include:
  - a. Sewage volume;
  - b. Biochemical oxygen demand;
  - c. suspended solids;
  - d. "pH" factor of alkalinity or acidity;
  - e. temperature;
  - f. concentration of wastes and type; and
  - g. Chemical oxygen demand; and
  - h. such other information as the Director Town deems pertinent.
3. Prior to approving a building application, Town is of the opinion that any proposed new development of a potential Commercial, Industrial or Institutional Customer may discharge Sewage effluent of a volume or quality which would cause the existing Sewer systems and plant to exceed its capacity, it may refuse permission for such a proposed plant to be connected with the existing Sewer System.
4. The Town may, by its officers, employees and agents, enter upon any property and Premises served or to be served with the Town's Sewer System and into which Sewage effluent may be discharged for the purpose of obtaining samples of such Sewage effluent.
5. If the Director is of the opinion that it is necessary, he may order a Commercial, Industrial or Institutional Customer to install a suitable control manhole to permit the observation, sampling and measurement of the Sewage effluent discharged by the Customer into the Town Sewer System.
6. The construction of any manhole pursuant to Section 4.3.10.5. shall be accessible, safely located, and constructed in accordance with plans approved by the Town.
7. The cost of constructing and maintaining a manhole pursuant to Section 4.3.10.5. shall be borne by the Commercial, Industrial or Institutional Customer who shall maintain the same in a safe and accessible manner.

#### 4.3.11. Prohibition or Control of Discharge

1. The Town may prohibit or control the discharge of any wastes or Sewage effluent or types before the same is discharged by any Commercial, Industrial or Institutional Customer into the Town's Sewer System by:
  - a. Requiring the Customer to provide preliminary treatment of such Sewage effluent, wastes, or other deleterious matter, substance or thing, whether liquid or solid.
  - b. Requiring the Owner of any property to construct and properly maintain such works as the Town may deem necessary for the proper treatment of any Sewage effluent, wastes or other deleterious matter, substance or thing, whether liquid or solid, before

the same is discharged into any stream, water course, or the Town's Sewer System.

- c. Preventing the discharge of any Sewage effluent, wastes or other deleterious matter, substance or thing, whether liquid or solid into any stream, watercourse, or the Town's Sewer System where works ordered to be constructed have not been constructed or maintained to the satisfaction of the Town.

2. Without limiting the generality of Section 4.3.11, the Town may order any Commercial, Industrial or Institutional Customer to construct, to properly maintain and operate at all times such works for the preliminary treatment of Sewage wastes, as may be required to prevent any of the matters, things or substances referred in Section 4.1.2 from being released or discharged into the Sewer system of the Town from such Premise.
3. No commercial sewer, drain, or septic tank cleaning business shall be given permission to discharge into the Town's Sewer System unless providing service to the Town and prior approval has been given.

## 5. WASTE MANAGEMENT

### 5.1. General Provisions

- 5.1.1. No Person shall collect, dispose of or remove Refuse Garbage except in accordance with the provisions of this Bylaw.
- 5.1.2. No Person other than a Customer, or the Refuse Garbage Collector shall open any Garbage Bin or Grass Container and in any way disturb the contents thereof or handle, interfere with or disturb any Garbage put out for collection or removal.
- 5.1.3. No Person shall deposit any, dead animal, manure, excrement, Garbage, liquid waste or other filth upon or into any street, service lane, alley, highway, ditch, well, lake, pond, river, stream or water course or onto any land except with the written consent of the Health Inspector and in accordance with the Environmental Protection and Enhancement Act, R.S.A. 2000, c. E-12 and Regulations.
- 5.1.4. The Garbage Collector, will not remove any Garbage that is in a container other than what is defined in this Bylaw.
- 5.1.5. No Person shall directly or otherwise dispose of or permit any Person to dispose of any hazardous, explosive, volatile, noxious or dangerous device, substance or thing, including hot Ashes or burning matter or any unwrapped wet Garbage in any Garbage Bin, or Grass Container.

### 5.2. COLLECTION AND DISPOSAL

- 5.2.1. The Town will provide one (1) initial Garbage Bin to each Domestic Customer. Additional bins as replacements for damaged, lost or stolen bins are the responsibility of the property Owner and must be purchased through the Town Office for the cost stated in Schedule "A".
  1. The Town will provide up to five (5) Garbage Bins to each Utility account that has their Garbage classified as "Institutional". Additional bins as replacements for damaged, lost or stolen bins are the responsibility of the

property Owner and must be purchased through the Town Office for the cost stated in Schedule “A”.

- 5.2.2. All Customers shall maintain their Garbage Bin and Grass Containers. If the Garbage Bin becomes damaged or the Refuse Garbage Collector is unable to pick the Garbage Bin up due to damage the Owner will be responsible to replace the damaged Garbage Bin as outlined in Schedule “A”.
- 5.2.3. Garbage Bins shall be put out on the street directly in front of Customers or Owner’s property on the scheduled day for their pick up as determined by the Town. If directed by the Town, Garbage Bins shall be put in the alley for pick up.
- 5.2.4. Where any Premises is serviced by a lane, Garbage Bins shall not obstruct traffic in the lane.
- 5.2.5. No Person shall leave a Garbage Bin on the street or alley for over 48 hours.
- 5.2.6. All Customers shall put all of their Garbage into plastic bags and place them in the Garbage Bin. The Garbage Bin will not be picked up if Garbage is not placed in plastic bags.
- 5.2.7. All Customers shall ensure that all Garbage shall fit within the Garbage Bin so that the Garbage Bin’s lid is closed. Only Garbage within the Garbage Bin with the lid closed will be disposed of by the Garbage Collector.
- 5.2.8. All Customers shall keep the land in the rear of their Premises to the center line of the lane in a clean and tidy condition and free from Garbage or Yard Waste.
- 5.2.9. Clippings from shrubs and trees shall not be put out for collection unless the same are compactly and securely tied in bundles not exceeding four (4) feet in length.
- 5.2.10. Grass cuttings and garden waste, including weeds shall be placed in a Grass Container and placed for collection in the back alley.
- 5.2.11. Collections of Garbage shall be made by the Garbage Collector on such days and at such times as the Town may appoint. The Garbage Collector shall have the right to enter at all appointed times such portions of all Premises within the Town as may be required for the purpose of performing his collection, removal and disposal duties.
- 5.2.12. The Town shall at any time and from time to time, enter into a contract or contracts with any Person, firm or corporation for the collection, removal and disposal of the whole or any part of the Garbage accumulated within the Town, or may provide for the collection, removal and disposal of Garbage by the use of equipment and employees of the Town.
- 5.2.13. The Garbage Collector shall not be responsible for the collection and removal of any of the following types of Garbage except under a separate agreement between the Town and the Customer and upon payment of such charges as may be set out in such agreement:
  1. Garbage resulting from the construction, repair, decorating, clearing or grading of a building or premises,



2. scrap metal including car bodies, chassis, machinery or parts or garage refuse,
3. household chattel, material or equipment which has an overall length of more than four (4) feet or an overall weight of more than twenty-three (23) kilograms (fifty (50) pounds),
4. other refuse including such items as tires, auto parts and wooden boxes.

5.2.14. The Town may, by written notice, direct any Customer to promptly provide additional Garbage Bins where the Town considers either that the number of Garbage Bins or their condition is inadequate or insufficient in practice to meet the spirit and intent of this Bylaw.

5.3. RECYCLING

5.3.1. The Town promotes the use of the recycling depot for those products that can be recycled. To aid in the efficiency of the recycling process products should be sorted, flattened and clean.

5.3.2. Recyclable goods are those goods deemed by the Lethbridge Regional Waste Management Service Commission as recyclable.

6. RESCINDING BYLAWS

6.1. This Bylaw hereby rescinds Bylaw No. 860-17.

This Bylaw comes into force and effect upon the final reading thereof.

MOVED by Councillor de Kok to approve the FIRST reading of Bylaw No. 872-18 this the 23<sup>rd</sup> day of July, 2018.

CARRIED

MOVED by Councillor Papworth to approve the SECOND reading of Bylaw No. 872-18 this the 27<sup>th</sup> day of August, 2018.

CARRIED

MOVED by Councillor Feist to approve the THIRD and FINAL reading of Bylaw No. 872-18 this the 27<sup>th</sup> day of August, 2018.

CARRIED

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Mayor

SEAL

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Chief Administrative Officer

## SCHEDULE “A”

### WATER RATES

Non-Residential/Single Dwelling Residential:	\$48.50 per month
Multi-Unit Dwelling:	\$48.50 per month per dwelling unit
Mobile Home Parks:	\$41.23 per month per dwelling unit
Institutional	\$48.50 per month
Overages	\$1.90 per cubic meter
Accounts outside Town limits:	Double the pertinent in-Town rate
Overages outside Town limits:	\$2.10 per cubic meter

- 20 cubic meters of water will be supplied to each dwelling unit per month for the monthly fee.
- Overages will be charged according to water usage over and above the 20 cubic meters of water supplied per month.
- For Multi-Unit Dwellings and for Mobile Home Parks the per month fee will be multiplied by the number of dwelling units, regardless of whether the dwelling is occupied or vacant.

Bulk Water Truck Fill	
Account Set Up and Card	\$25.00

#### AMENDED BY BYLAW NO. 879-19

Water per cubic meter	\$ 4.32 Amended by Bylaw No. 879-19
Water Card Replacement	\$10.00

#### Raw Water

Residential	\$125.00 annually
Non Residential	\$330.00 annually

#### Water Meters

Installation	\$550.00
Removal	\$ 50.00
Repair or Replacement	Cost + 10%
Meter Test	\$125.00

- Repair or replacement charges will only be applied when there is evidence that the meter needs repair or replacement because it has been tampered with.

#### Utility Disconnection Fee

Administrative Disconnect	\$ 25.00
Physical Disconnect	\$ 65.00 (Regular work hours)
	\$150.00 (Non-regular work hours)

## SEWERAGE RATES

### DOMESTIC CUSTOMERS

Single-Unit Dwelling	\$18.75 per month
Multi-Unit Dwelling	\$18.75 per month per dwelling unit
Mobile Home Park	\$15.94 per month per dwelling unit

INSTITUTIONAL CUSTOMERS \$107.50 per month

### COMMERCIAL 1 CUSTOMERS

\$18.75 per month

Banks and Financial Institutions  
Confectionary  
Liquor Stores  
Medical Clinics  
Meeting Places  
Professional Offices  
Pharmacy  
Places of Worship  
Retail Outlets

### COMMERCIAL 2 CUSTOMERS

\$34.00 per month

Fabrication  
Manufacturing  
Machining  
Welding  
Restaurants  
Fast Food Services  
Vehicle Repair

### INDUSTRIAL CUSTOMERS

\$107.50 per month

Car Washes  
Truck Washes  
Slaughter Houses  
Hotels/Motels

### DISCHARGE LIMITS CHARGE – INSTITUTIONAL, COMMERCIAL & INDUSTRIAL CUSTOMERS

BOD \$0.243/Kg

TSS \$0.340/Kg

COMMERCIAL/ RESIDENTIAL COMBINED CUSTOMERS \$34.00 per month

Accounts Outside of Town Limits Double the pertinent in-Town rate

**WASTE MANAGEMENT RATES**

GARBAGE COLLECTION: Amended by Bylaw No. 879-19

Residential	\$19.00 per month
Multi-Unit Dwelling	\$13.75 per dwelling unit
Mobile Home Park	\$16.15 per dwelling unit
Commercial	\$25.50 per weekly pickup per month
Mixed Commercial / Residential	\$25.50 per weekly pickup per month
Institutional	\$104.25 per month (2 weekly pickups)
Garbage Bin Replacement	\$100.00 per bin

**UTILITY PENALTIES AND FINE RATES**

Utilities in Arrears	2% per month (26.82% per annum)
Non Sufficient Funds (NSF)	\$45.00 per incident.
Failure to Comply	
First Offence	\$250.00
Second Offence	\$500.00
Third Offence	\$1000.00

## **SCHEDULE “B”**

### **DISCHARGE LIMITS**

For existing Commercial, Institutional and Industrial Customers only:

1 year from bylaw implementation:

BOD:	800 mg/L
TSS:	1,000 mg/L
Grease:	300 mg/L

Second year from bylaw implementation

BOD:	500 mg/L
TSS:	750 mg/L
Grease:	300 mg/L

Third year from bylaw implementation

BOD:	300 mg/L
TSS:	500 mg/L
Grease:	300 mg/L

For new Commercial, Institutional and Industrial Customers

BOD:	300 mg/L
TSS:	500 mg/L
Grease:	300 mg/L

## **SCHEDULE “C”**

### **CUSTOMER ACCOUNT TERMS AND CONDITIONS**

The applicant hereby requests the Town of Picture Butte to: affect the utility service (water, sewer, garbage). The stated premises are occupied as a residence/business. The applicant is the owner of the property.

The applicant agrees to be responsible for any damage which occurs to the premises or associated equipment due to the connection or disconnection of the utility services as requested in this application, unless such damage is due to negligence on the part of the Town.

The applicant agrees to be governed by the Bylaws of the Town and all statutes and regulations of the Province of Alberta regarding the use of utility services and agrees to pay in accordance with the prevailing Utility Rate Bylaws within the stated time.

The Town will take every reasonable precaution to insure continuity of service to its customers, but assumes no responsibility for any damage, inconvenience or annoyance caused by service interruptions at any time or of any duration.

The applicant understands that the Town will supply the utilities only if they are used in a safe and proper manner and that it is a condition precedent to the supply of these utilities that the application will permit any authorized person to enter the premises described above at any reasonable time to ensure the safe and proper use of any of the utilities by the applicant. Should the authorized person be refused permission to enter and inspect the premises, the Town will immediately discontinue the supply of utilities.

The applicant agrees that if the premises are not owner occupied, that the applicant will advise the occupant of the terms and conditions of this application for utility service.