

SUMMER VILLAGE OF NORRIS BEACH

BYLAW No. 151

A BYLAW OF THE SUMMER VILLAGE OF NORRIS BEACH, TO REGULATE THE CONNECTIONS AND OPERATIONS OF A MUNICIPAL WASTEWATER COLLECTION SYSTEM IN THE SUMMER VILLAGE OF NORRIS BEACH.

Being a Bylaw of the Summer Village of Norris Beach to provide for the connection to and provision of wastewater services to residents of the Summer Village of Norris Beach:

WHEREAS The Municipal Government Act, R.S.A. 2000, c. M-26 provides a Municipal Council with the authority to pass bylaws respecting public utilities;

NOW THEREFORE the Council of the Summer Village of Norris Beach in the Province of Alberta, duly assembled, hereby enacts as follows:

1 TITLE AND GEOGRAPHIC SCOPE

- 1.1 This Bylaw may be referred to as the "Municipal Wastewater Utility Bylaw - Revised".
- 1.2 This Bylaw shall only be applicable within the boundaries of the Summer Village of Norris Beach.

2 DEFINITIONS AND INTERPRETATION

2.1 In this Bylaw:

- a) "Council" means the council of the Summer Village.
- b) "Customer" means any person who is the Owner of any lot connected to or provided with Wastewater Services pursuant to this Bylaw.
- c) "Manager" means the Chief Administrative Officer for the Summer Village of Norris Beach or his or her designate.
- d) "Minimum Rate" means the rate established in Schedule "A" of this Bylaw.
- e) "Owner" means the registered Owner of land and includes the purchaser thereof, and where the context so requires the Owner of the land receiving Wastewater Services pursuant to this Bylaw.
- f) "Person" means a human being, a corporation or other legal entity.
- g) "Regional Wastewater System" means the South Pigeon Lake Regional Wastewater system to which the wastewater collected within the Summer Village of Norris Beach will be delivered for disposal.

- h) "Service Connection" means that portion of the Summer Village of Norris Beach wastewater system that runs from the main line of the municipal utility to a holding tank or other place on a parcel of land approved by the Summer Village for the purpose of providing wastewater disposal services to that lot.
- i) "Summer Village" means the Summer Village of Norris Beach.
- j) "Wastewater System" means the wastewater system or works operated by the Summer Village and includes the Service Connection.
- k) "Wastewater Services" means the wastewater collection and disposal provided by the wastewater system.
- l) "CC Valve" is the isolation valve located on the Service Connection.
- m) "Wastewater Producing lots" are lots located within the Summer Village that produce wastewater and have a water well, cistern, or other water supply.
- n) "Wastewater" means all the composite of liquid and water-carried wastes associated with the use of water for drinking, cooking, cleaning, washing, hygiene, sanitation, or other domestic purposes and includes Grey water.

- 2.2 The Preamble and Schedules attached to this Bylaw form part of this Bylaw.
- 2.3 In this Bylaw the reference to the male gender shall include the female, and the singular, shall include the plural and vice versa.
- 2.4 Where a word or term in this Bylaw is defined by this Bylaw, derivatives of that word or term shall be interpreted to have the same general meaning as the defined word or term, as the context may require.

3 DELEGATION OF AUTHORITY

- 3.1 Council hereby delegates to the Manager authority to do all things necessary in order to fulfill the responsibilities and duties of the Summer Village with respect to the delivery of Wastewater Services under the Municipal Government Act and this Bylaw including the retention of contractors. The Manager is responsible for the operation of the Wastewater System in accordance with:
 - 3.1.1 Provincial and Federal Statutes and Regulations;
 - 3.1.2 This Bylaw and related Regulations.
- 3.2 The Manager may delegate to one or more Summer Village employees any of the duties hereby delegated to the Manager.

4 WASTEWATER SYSTEM

- 4.1 The Summer Village is hereby authorized to operate a wastewater system for the purposes of supplying the parcels of land within the Summer Village with Wastewater Services.

- 4.2 No person except the Summer Village may operate a wastewater collection or disposal system in the Summer Village except as permitted by this Bylaw or as specifically authorized in writing by the Manager.
- 4.3 Provided that pipes forming part of the Wastewater System are located within a road, easement, public utility lot or other property controlled by the Summer Village, the Manager may require the Owner of an adjacent property to provide or pay for a Service Connection from that adjacent property to the main line of the Wastewater System, and, if that adjacent property is connected to any other wastewater disposal system, to disconnect from that wastewater disposal system and connect to the Summer Village's wastewater.
- 4.4 All Owners of wastewater producing lots located within the Summer Village shall connect to the Wastewater System.
- 4.5 All Wastewater generated on a Wastewater Producing Lot shall be contained in a watertight holding tank for transfer to the Mulhurst lagoon.
- 4.5.1 Notwithstanding 4.5 above, the use of outdoor showers will be allowed provided any soap, shampoo, or other cleanser used contains no phosphates.
- 4.6 All Owners of wastewater producing lots as of the date of passage of this Bylaw shall connect to the Wastewater System on or before September 30th, 2018.
- 4.7 The Summer Village may give to an Owner of a wastewater producing lot located within the Summer Village who fails to connect to the Wastewater System by September 30, 2018, a notice requiring the Owner to connect to the Wastewater System within the time period specified by the Summer Village, which period shall not be less than 30 days. If an Owner fails to carry out the required steps and actions to the satisfaction of the Summer Village within the specified time period, the Summer Village may enter onto the lands in question and take the necessary actions, including construction of the Service Connection, at the owner's expense.
- 4.8 All Owners of wastewater producing lots located within the Summer Village will be required to pay a connection fee as per the terms and conditions set out in Schedule E of this Bylaw.

5 OPERATION OF WASTEWATER SYSTEM

- 5.1 The installation of all wastewater mains, Service Connections and related facilities shall be in accordance with the standards and specifications set out in the engineering design and as updated from time to time.
- 5.2 Where the Summer Village undertakes work pursuant to this Bylaw the costs to be charged to and to be payable by the Owners shall be calculated in accordance with costs and charges as set out in Schedule "B" of this Bylaw, or in the event that the Charges are not specifically contemplated by Schedule "B", in such amounts as the Manager may deem appropriate having regard to Schedule "B".
- 5.3 Each lot or parcel and each principal building or occupancy, shall be provided with separate Service Connection where feasible.

- 5.4 No Person shall install a Service Connection without making an application for approval of such installation to the Summer Village, and obtaining approval of such service.
- 5.5 No Service Connection shall be installed until a development permit and a servicing agreement are signed by the Owner in a form satisfactory to the Manager.

6 SYSTEM EXTENSIONS AND INSTALLATION OF SERVICE CONNECTIONS

6.1 Provision of Service Connections to Wastewater System.

- 6.1.1 Owners shall prepare Service Connection design plans, which comply with the Summer Village standard acceptable design plans. Each Service Connection must have an outside CC valve readily available at such location as the Summer Village directs and otherwise comply with Summer Village standards.
- 6.1.2 The Summer Village may require changes to the designs for the Service Connection to ensure acceptable standards in design, materials and construction.

6.2 Service Connections on Summer Village Property or Owner's Property

- 6.2.1 The Owner of a property is responsible for all costs of constructing or installing Service Connections which service the Owner's property, regardless of whether within the Owner's property, or within Summer Village owned or controlled property.
- 6.2.2 The Summer Village may install the Service Connection lines within Summer Village property to the Owner's property boundary only and shall charge the Owner of the property for those costs in accordance with Schedule "B".
- 6.2.3 The Summer Village may cause the installation of Service Connections to be performed by a private contractor at the cost of the Owner of lands for which the Service Connection is installed.
- 6.2.4 An Owner shall be responsible to arrange and pay for the materials and installation of the Service Connection within his or her own property.
- 6.2.5 Notwithstanding Section 6.2.4, if the Summer Village determines that a service connection will be installed by the Summer Village or if an Owner fails to carry out and install a Service Connection as required by this Bylaw, the Summer Village may install such Service Connection on the Owner's property, at the Owner's expense.

6.3 Owner provided Service Connections

- 6.3.1 Where the Summer Village does not install the Service Connection the Summer Village shall have the right of inspection.
- 6.3.2 The Owner shall advise the Summer Village of the time of installation of a Service Connection and shall allow the Summer Village reasonable opportunity

to inspect the installation for conformance to Summer Village standards and specifications.

- 6.3.3 Persons excavating for installation of Service Connection shall not backfill until a request for inspection has been made to the Plumbing and Safety Codes Officer and the Plumbing and Safety Codes Officer has done an inspection and approved the installation.
 - 6.3.4 When making a request for an inspection, five working days' notice will be required by the Plumbing and Safety Codes Officer and inspection will only be done during regular work hours.
 - 6.3.5 Persons backfilling before requesting and receiving an inspection may be required by the inspector to dig out and expose the Service Connection at the Owner's cost so that a proper inspection can be done.
- 6.4 The Summer Village repairs to the Service Connections
- 6.4.1 The Summer Village shall be responsible for the maintenance and repair of the Service Connection including the thawing of frozen lines from the main up to the holding tank with the exception of any problems or issues related to a home owner's installation of an on lot CC valve..
 - 6.4.2 Should damage to the Service Connection be caused by the negligence or improper action of the Owner or those for whom they are responsible, the costs for repairing or thawing lines and curb stop valve will be charged to the Owner.

7 REPAIR AND MAINTENANCE OF SERVICE CONNECTIONS

- 7.1 The Owner or occupant of a property shall ensure that any CC valve on their property remains accessible and exposed. Where the Owner or occupier damages or causes the CC valve to become inoperative, the Owner shall be responsible for repairs, damages, and/or replacement costs.
- 7.2 Any obstructions restricting access to the CC valve will be removed. Removal of these obstructions shall be at the cost of the Owner.
- 7.3 The Owner shall be responsible for clearing any blockages in the portion of the wastewater lines from a building to the holding tank or within the holding tank.
- 7.4 The Summer Village may inspect the holding tank, pumps and connections to ensure that they meet the engineering and operating standards.

8 RATES, BILLING AND COLLECTION

- 8.1 The rates to be charged to Customers for the disposal of wastewater to the Wastewater System are prescribed in Schedule "A" of this Bylaw.
- 8.2 A utility bill showing actual or estimated amounts for all service charges to the Customer shall be prepared and delivered annually as a utility charge on the tax notice.

- 8.3 The billing for Wastewater Service charges shall be based on an annual rate as approved by Council.
- 8.4 No reduction in rates or charges shall be made for any interruption of Wastewater Services during a billing period.
- 8.5 Where an Owner wishes to obtain Wastewater Services, he shall make application to the Summer Village. Applications for Wastewater Services may only be made by an Owner.
- 8.6 The Application for wastewater services and the supply of such services by the Summer Village constitute an agreement for those services incorporating the provisions of this bylaw and any amendments thereto.
- 8.7 All utility bills are due and payable within 30 days of the invoice date with payment to be made at the Summer Village office or at such other place as may be designated from time to time by the Manager.
- 8.8 Non-receipt of a utility bill shall not exempt the Owner from payment of the services rendered.
- 8.9 Any utility account balance which remains unpaid after 30 days shall have added to their account a late payment fee as specified in Schedule "B".
- 8.10 Notwithstanding Section 8.8, where the Customer is unable to pay the entire amount of the outstanding utility account the Manager may negotiate a satisfactory repayment schedule.
- 8.11 Where a utility account or other charges under this Bylaw remain unpaid, the Manager may add the unpaid utility or other charges to the tax roll account of the property.
- 8.12 The Manager may undertake collection of any unpaid utility accounts by any means provided by the law.
- 8.13 A Wastewater Service will only be discontinued in the event that a development permit has been issued for the demolition or removal of all wastewater producing premises on the lot.
- 8.14 Where it has been determined that a Customer has been paying an amount less than that which should have been paid because of errors of the Summer Village such as improper bill calculation, a charge of the difference between what was paid and what should have been paid shall be paid by the Customer for the period between January 1st of the year previous to the current year and the date on which the error was discovered.
- 8.15 Where it has been determined that a Customer has been paying an amount greater than that which should have been paid because of errors of the Summer Village such as improper bill calculation, a refund of the difference between what was paid and what should have been paid shall be given to the Customer for the period between January 1st of the year previous to the current year and the date on which the error was discovered. Notwithstanding the above, Council may, at its sole discretion, authorize a refund exceeding the amount determined in this Section.

9 GOVERNING THE PROVISION AND USE OF THE WASTEWATER SYSTEM

9.1 Except where authorized by the Summer Village in writing no Person shall open, close or interfere with any line, valve or vent connected to the Wastewater System.

9.1.1 The above clause shall not apply to an extra CC valve that has been installed at the property owner's expense on his own property. The property owner may open or close this valve as they choose. Any costs associated with problems or issues associated with the use of the extra valve shall be the responsibility of the property owner.

9.2 The Summer Village may shut off Wastewater Services at the c.c. valve, in which case no person shall turn on or attempt to turn on the Wastewater Services except where authorized by the Summer Village in writing.

10 RESTRICTED MATERIALS

10.1 No Person shall connect, cause to be connected, or allow to remain connected to the Wastewater System any piping, fixture, fittings, container or appliance, in a manner which under any circumstances, may allow contaminated or polluted water or wastewater, including but not limited to those substances and limits described in Schedule D, or any other liquid, chemical or substance to enter the Wastewater System.

10.2 The Manager may issue such order or orders to the Owner of the property as may be required to ensure compliance with Article 10.1 of this Bylaw.

10.3 No Person shall throw, deposit or leave in or upon the Wastewater System or any drain connected therewith, any material that may cause blockage of the Wastewater System, including its mains, Service Connections, or pumps.

10.4 No Person shall discharge into the Wastewater System or any drain connected therewith, any liquid or liquids that would prejudicially affect the Wastewater System, adversely affect the environment, cause pollution or be considered hazardous.

10.5 No Person shall make any connection with the Wastewater System or any drain or pipe connected therewith for the purpose of conveying any inflammable, explosive or hazardous material.

10.6 No Person shall make any connection with the Wastewater System or any drain or pipe connected therewith for the purpose of conveying any surface water collected by drainage in weeping tile, eaves troughs or roof spouts.

10.7 No Person shall discharge the contents of any privy vault, or manure pit, directly or indirectly into the Wastewater System, or any drain connected to the Wastewater System.

10.8 No Person shall turn, lift, remove, raise or tamper with any ventilator of any Summer Village wastewater line, except where authorized in writing by the Summer Village.

10.9 No Person shall cut, break, pierce or tap into the Wastewater System.

- 10.10 In the event that the Summer Village feels they have reasonable grounds the Summer Village may upon reasonable notice and at reasonable times enter buildings or other places which have been connected to the Wastewater System to ascertain whether or not any improper material or liquid is being discharged in the wastewater, and the Summer Village shall have the right to use any test or other means necessary to determine compliance with this Bylaw and to stop or prevent the discharge of any substances that are contrary to this Bylaw.
- 10.11 Discharges from trade, industrial or manufacturing process
- 10.11.1 No Person shall discharge or allow to be discharged any waste, product or by-product created or resulting from any trade, industrial or manufacturing process, directly or indirectly into the Wastewater System without such pre-treatment as shall be prescribed by the Summer Village for each such case.
- 10.11.2 The necessary pre-treatment works so prescribed shall be completely installed by the Customer at his own expense, prior to the construction of the Connection and shall be continuously maintained and operated by the Customer.
- 10.11.3 No person shall discharge or allow to be discharged into the Wastewater System any materials found listed in Schedule "D" to this Bylaw which exceed the levels listed in Schedule "D" of this Bylaw.
- 10.11.4 Any person who breaches Section 10.11.3 of this Bylaw shall in addition to the penalty prescribed in Schedule "C" to this Bylaw be liable for all costs incurred by the Summer Village in remediating the situation caused by that breach, including all clean-up costs.
- 10.12 Grease traps of sufficient size and approved design shall be placed on the waste pipes from all hotels, restaurants, laundries, and such other places as the Summer Village may direct. The Owner will be responsible for the installation and maintenance of the grease traps.
- 10.13 Commercial building sumps:
- 10.13.1 Interceptors of sufficient size and approved design shall be placed on the waste pipes from all car washes and any other buildings that may cause excess dirt and debris to pass in the Wastewater System.
- 10.13.2 No person shall allow the discharge from a Storm Water Discharge System to enter into the Wastewater System.

11 PENALTIES

- 11.1 Charges as prescribed in Schedule "B" will be imposed on any Customer issuing a payment to the Summer Village which is dishonoured or returned with a notification of non-sufficient funds (N.S.F.) and those charges shall be added to the customer's account.

- 11.2 Any Person who breaches or contravenes any provision of this Bylaw is guilty of an offence and upon conviction, is liable to pay a fine as prescribed in Schedule "C" of this Bylaw together with any further or other sanction a court may impose.

12 EFFECTIVE DATE

- 12.1 This Bylaw shall take effect as and from the third and final reading.
12.2 This Bylaw repeals Bylaw No. 146

Read a first time this 22nd Day of September, 2017.

Read a second time this 22nd Day of September, 2017.

Given unanimous consent to proceed to third reading this 22nd Day of September, 2017.

Read a third time and passed this 22nd Day of September, 2017.



Brian Keeler, Mayor
Summer Village of Norris Beach



Sylvia Roy, CAO
Summer Village of Norris Beach

SCHEDULE A
Residential Rates

Each Customer shall pay for Wastewater Services supplied to him the aggregate of amounts determined as follows:

Customers will be invoiced on the basis of a fixed annual fee for Wastewater Services. These fees will commence at the time of connection and shall be pro-rated in the year connection occurs if the connection occurs after January 1. The fee will be set annually as part of the budget process.

Ratepayers who subscribe to the Tax Installment Payment Plan may make monthly payments for the Utility fee with their Property Taxes.

SCHEDULE B

| | |
|--|--------------|
| Wastewater Line Connection Rates | At Cost +25% |
| Administration fee (initiating account) | \$25.00 |
| N.S.F. or dishonoured payment | \$25.00 |
| Late Payment Fees | 2% per month |
| Miscellaneous Items at cost plus 25% as determined by the Manager. | |

SCHEDULE C

PENALTIES

| Offense | Amount |
|---|------------------|
| 1 st Offense | \$2,500.00 |
| 2 nd Offense | \$10,000.00 |
| 3 rd and Subsequent Offenses | \$25,000.00 each |

PLUS the cost of remediation / rehabilitation required due to the nature of the offense.

Note that any penalty or remediation cost that remains unpaid will be transferred to the Property Tax account as per the conditions in Section 8.11 and late payment penalties will apply.

**SCHEDULE D-1
Restricted Materials**

Prohibited Substances

1. Any liquid or vapour having a temperature higher than 75°C.
2. Any gasoline, solvents or similar products.
3. Any tar or other viscous material of mineral origin.
4. Any garbage that has not been shredded so as to pass through a 6mm screen.
5. Any ashes, cinders, wood, wood shavings, sawdust, rags, sand, mud, straw, metal, glass, fiberglass, plastics, eggshells, feathers and improperly shredded paper or other solids.
6. Any water or wastes which contain material that will solidify or become viscous at temperatures between 5°C and 80°C.
7. Animal parts or wastes including, but not limited to:
 - a. Any manure or intestinal contents from horses, cattle, sheep, swine or poultry;
 - b. Hooves or toenails;
 - c. Intestines or stomach casings or animal body parts;
 - d. Bones;
 - e. Bristles or hair;
 - f. Hides or parts thereof;
 - g. Fat or flesh in particles larger than will pass through a 6mm screen;
 - h. Fleshings and hair resulting from tanning operations.
8. Wastewater which is in or is capable of being transformed into two or more separate layers.
9. Substances other than those described herein that are prohibited or restricted from being discharged under any applicable Federal or Provincial Legislation and any amendments thereto.
10. Any noxious or malodorous gas or substance capable of creating a public nuisance including but not limited to, hydrogen sulphide, mercaptans (thiols), carbon disulphides, other reduced Sulphur compounds, amines, and ammonia.
11. Lime slurry and residues.
12. Any substance which, in the opinion of the Manager or designate;
 - a. Is or may become harmful to any recipient watercourse or wastewater system or part thereof;
 - b. May interfere with the proper operation of the wastewater system or part thereof;
 - c. May impair or interfere with any wastewater treatment process; or,
 - d. May become a hazard to persons, property or animals.

Schedule D-2

Limits of Substances

| CONTAMINANTS | Mg/L |
|---|-------------|
| Biological Oxygen Demand | 1,000 |
| Chemical Oxygen Demand | 2,000 |
| Non-Filterable Residue | 1,000 |
| Oil and Grease | 500 |
| Suspended Solids | 1,000 |
| Total Kjeldahl Nitrogen | 500 |
| Ph less than 5.5 or greater than 10 | 0 |
| Total Phosphorus as Phosphates | 30 |
| INORGANIC CONSTITUENTS | |
| Aluminum | 50 |
| Antimony | 1 |
| Arsenic | 1 |
| Barium | 3 |
| Boron | 1 |
| Cadium | 0.05 |
| Cadmium | 0.10 |
| Chlorine (free chlorine) | 5 |
| Chromium | 1 |
| Chlorinated Hydrocarbons | 0.02 |
| Copper | 0.5 |
| Cyanide | 1 |
| Fluoride | 1 |
| Lead | 1 |
| Manganese | 1 |
| Mercury | 0.1 |
| Molybdenum | 5 |
| Nickel | 1 |
| Total Pesticides | 0.1 |
| Phosphorus | 200 |
| Phenolic Compounds | 0.1 |
| Selenium | 1 |
| Silver | 1 |
| Sulphate | 1500 |
| Sulphide | 1 |
| Thallium | 0.5 |
| Zinc | 1 |
| ORGANIC COMPOUNDS | |
| B.E.T.X (Benzene, Ethyl Benzene, Toluene, Xylene) | 1 |
| Carbon Tetrachloride | 0.2 |
| Chloroform | 0.2 |
| Hydrocarbons | 50 |
| Pentachlorophenols | 0.2 |
| Phenols | 1 |

Schedule D-3

As noted in Section 10.3 property owners who cause damage to their grinder pumps by discharging unauthorized materials into the wastewater system, or by other acts, will be required to pay for the pump's repair.

The only materials permitted to be discharged into the wastewater system are:

1. human waste and toilet paper;
2. grey water from showers, sinks, tubs and dishwashers;
3. conventional food wastes as processed through an in-sink garbage disposal unit; and,
4. laundry washing machine discharge.

All other materials are not permitted to be discharged into the wastewater system, as these materials can damage or destroy your grinder pump. This includes so-called "flushable" baby wipes, other cleaning wipes, feminine products, diapers, dental floss, plastics, latex and grease.

SCHEDULE E Connection Fees

All owners of wastewater producing lots are required to connect to the Wastewater System and shall pay a Connection fee that is determined as follows:

Total of the service connection costs net of Grant and Reserve Funding is estimated at \$ 620,000 / number of lots serviced (100) = Connection fee per lot \$6,200 for 2017.

This fee is due at time of connection or upon inspection and approval by the Plumbing Safety Codes Officer, whichever comes first.

Customers have the following options:

1. Pay the connection fee in full at the time of hook up.
2. Have the connection fee added as a utility fee to the annual tax bill using the following formula:
 - i. Connection fee/25 + interest at the approved borrowing rate in effect with Alberta Capital Finance Authority at the time of the borrowing.
 - ii. The current estimate of this rate is 3.45% yielding an annual fee of approximately \$369.50 per year.

Opting for the payment plan will require the owner to have this encumbrance registered as a caveat on title to be removed when the last payment is complete, or the balance is paid in full at which time the Summer Village will remove the caveat. The cost of registering the caveat will be the responsibility of the homeowner.