

**TOWN OF BON ACCORD**  
**BYLAW 2025-08**  
**UTILITIES BYLAW**

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**A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATION, OPERATION, AND MAINTENANCE OF A WATER SYSTEM, SEWER SYSTEM, AND STORM SEWER SYSTEM, AND TO PROVIDE FOR THE AUTHORIZATION TO LEVY RATES AND CHARGES THEREOF IN THE TOWN OF BON ACCORD.**

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WHEREAS the *Municipal Government Act* gives the Municipalities the power to establish charging and collecting of water, sewer, and storm rates to meet the cost of maintaining and operating its utilities distribution systems;

AND WHEREAS the *Municipal Government Act* gives the Municipalities the power to set forth the terms and conditions for the supply and provisions of water, wastewater, and storm systems;

NOW THEREFORE, the Municipal Council of the Town of Bon Accord, duly assembled, hereby enacts as follows:

This Bylaw maybe be cited as the "Utilities Bylaw",

**1.0 DEFINITIONS**

- 1.1 "Abut" means, in relation to a physical object, to be next to or to have a common boundary with;
- 1.2 "Arrow Utilities" is the organization that provides responsible transmission and treatment for member municipalities.
- 1.3 "Appurtenance" means anything that is attached to the Utility System;
- 1.4 "Backflow Prevention Valve" means a device or mechanism that prevents backflow to avoid untreated or potentially contaminated water/wastewater migration into the waterworks system, approved by the Town or the Government of Alberta;
- 1.5 "Best Management Practices (BMP)" means an integrated plan to control and reduce the release of restricted and Prohibited Waste into the wastewater works to a practicable extent, through methods including physical controls, pre-treatment processes, operational procedures and staff training;
- 1.6 "Biological Waste" means waste from a hospital, medical clinic, health care facility, mortuary or biological research laboratory;
- 1.7 "Bulk Water Outlet" means the Town overhead standpipe capable of dispensing potable water; and does not include the Town's barrel that is located on the premises
- 1.8 "CC" or "Curb Cock" means a shut off valve constructed in line on the Water Service enabling shutting off water supply to a property or section of properties;
- 1.9 "Code of Practice" means a set of practices applicable to specific industrial, commercial, or Institutional sector operations; a Code of Practice identifies mandatory procedures, equipment, training, or other provisions required as a condition of wastewater discharge into the wastewater works system by the specified sector discharger. A Code of Practice may be included in approved Best Management Practices;
- 1.10 "Compliance Program" means the necessary steps undertaken by a discharger to bring wastewater discharged into the wastewater works into compliance with the terms and conditions of this Bylaw or related permit. Compliance Programs are applicable to existing dischargers only; new dischargers must fully comply with the requirements of this bylaw.

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- 1.11 "Consumer" means any Person who has applied for or actively holds an Account or Service Connection, has received any Utility Service or is otherwise responsible for paying for the Utility Services;
- 1.12 "Council" means the Municipal Council of The Town of Bon Accord;
- 1.13 "Disconnection" means the cessation or turning off of utility service for a building or a property and may include a final meter reading;
- 1.14 "Emulsifier" means any ingredient used to bind together normally non-combinative substances, such as oil and water;
- 1.15 "Facilities" means any physical Facilities and infrastructure including transmission and distribution pipelines, valves, reservoirs, lagoons, pumping stations, fire hydrants, chambers and pressure reducing valves, meters, and measurement devices owned and operated by the Town, used to supply potable water, and to collect and dispose of wastewater;
- 1.16 "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.
- 1.17 "Institutional" shall mean a hospital, nursing home, hotel, or school;
- 1.18 "Meter Pit" means a pit-like enclosure that protects Water Meters installed outside of buildings and allows access for reading the Meters;
- 1.19 "Municipal Servicing Standards" means the Town's engineered servicing standards as approved by Council;
- 1.20 "Overstrength" means wastewater released to a sewer that is higher in concentration for one or more constituent concentrations set out in Schedule "D" of this Bylaw;
- 1.21 "Overstrength Surcharge" means the rate per kilogram per cubic meter of water consumed and charged to a user who releases wastewater to the sewer that exceeds one or more constituent concentrations set out in Schedule "D";
- 1.22 "Owner" means the Person who is registered under the Land Titles Act, RSA 2000 c. L-4, as amended or replaced from time to time, as the Owner of the fee simple estate in land, or a Person who is recorded as the Owner of the property on the tax assessment roll of the Town;
- 1.23 "Person" means any Person, Householder, firm, partnership, association, corporation, company or organization of any kind;
- 1.24 "Planning and Development Services" means the Town representatives responsible for the approval of plumbing and gas installations within the Town;
- 1.25 "Point of Delivery" means the point where the Service Connection occurs, which is, in most cases, at or near the property line that defines the point that the Owner has the responsibility for ownership, maintenance and repair to the Private Service Line;
- 1.26 "Private Service" means all the utility Facilities serving the premises downstream of the Point of Delivery and includes the pipes, fittings, valves and Appurtenances owned by the Owner but does not include the Meter;
- 1.27 "Prohibited Waste" means matter set out in Schedule "B" of this Bylaw;
- 1.28 "Public Health Inspector" means the medical health officer of the Capital Health Authority, or their authorized representative;
- 1.29 "Publication" means Publication of a notice in a newspaper in general circulation with the Town or the mailing or delivering of a notice to a Person or Persons, due to immediate

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needs the Town, as an interim measure, may post a notice on the Town's webpage or social media;

1.29 "Reconnection" means the process where the delivery of potable water to the private system is activated after Disconnection.

1.30 "Remote Meter Reading Device" means equipment installed to remotely read the Water Meter without obtaining access into the premise.

1.31 "Residential" means any detached single-family dwelling or residence, duplex, or Multi-Family Complex designed for individual family living;

1.32 "Restricted Waste" means matter set out in Schedule "C" of this Bylaw;

1.33 "Service Connections" means the lateral water and wastewater Service Pipes which connect an Owner's premises to the Town's Utility System with the Owner owning that portion of the Service Pipe lying within the boundaries of the Owner's premises excluding any Service Pipe lying within the boundaries of the any easement area granted to the Town for it's Utility System;

1.34 "Service Pipe" means a pipe which carries water from the Town Water System onto or across private property - from and within the Owners premise to the CC and a pipe which carries wastewater from the dwelling, onto or across private property, to the Town Facilities;

1.35 "Spills" means a direct or indirect discharge into the wastewater system, Storm Sewer or the natural environment which is abnormal in quantity and quality in light of all the circumstances of the discharge;

1.36 "Shut-Off" means the cessation or turning off of Utility service for a building or a property and may include a final meter reading;

1.37 "Storm Sewer" means a natural drainage system or a sewer for the collection and transmission of uncontaminated water, storm water, and drainage from land or from a Watercourse or any combination thereof but excluding any portion of a combined sewer for the combined collection of wastewater and uncontaminated water or storm water;

1.38 "Town" means The Town of Bon Accord, or its delegate;

1.39 "Town Manager" means the Chief Administrative Officer as appointed by the Council of the Town of Bon Accord;

1.40 "Utility Bill" means a bill which sets out the fees levied by the Town on an annual, monthly, bi-monthly or quarterly basis for Utility Services provided by the Town;

1.41 "Utility Mains" means the water and sewer pipe in the street, public thoroughfare or easement area granted to the Town, which forms part of the Town water distribution and wastewater collection networks and delivers services to and from the Service Connections;

1.42 "Utility Services" means the provision of water, sewer, and storm systems;

1.43 "Utility System" means the Municipality's Storm Sewer system, sewage or wastewater system, and water system;

1.2. "Watercourse" means a natural or artificial channel through which water flows;

1.44 "Wastewater Discharge Permit" means a permit issued through ARROW UTILITIES which will govern the discharge of non-domestic waste and hauled wastewater into a sewer;

1.45 "Water Demand Management Measures" means restrictions upon the use of water for non-essential purposes, including but not limited to irrigation, washing of vehicles,

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driveways or sidewalks, and any other purpose where water is utilized externally to a residence, place of business or any other premise located within the Town on any certain day for a certain period of time;

1.46 "Water Meter" or "Meter" means any Approved device installed by the Town which is designed to measure the quantity of water used by a Consumer and which may have attached to it a Remote Reading Device;

**2.0 CONDITIONS**

2.1 The Town will supply Utility Services to any Owner with an approved connection to the Town's Utility System.

2.2 The Town operates the wastewater service in compliance with the Bylaws and regulations of Arrow Utilities.

2.3 The Town does not guarantee or warrant the continuous supply of Utility Services, and the Town reserves the right to change the operating pressure, restrict the availability of water services, change the capacity of wastewater services, or to disconnect Utility Services, in whole or in part, with or without notice, in accordance with this Bylaw.

2.4 In providing a Service Connection to the Town Utility Mains, the Town will provide and install all Facilities up to the Point of Delivery or Service Connection subject to the terms of this Bylaw. The Town will remain the Owner of all Facilities provided by the Town for a Service Connection up to the Point of Delivery unless the Town and the Consumer have expressly agreed in writing otherwise. Any payment made by the Consumer for reimbursing costs incurred by the Town for installing Facilities does not entitle the Consumer to ownership of any such Facilities unless an agreement in writing between the Town and the Consumer specifically provides otherwise.

2.5 An Owner is responsible for providing such Facilities as considered necessary to have a continuous and uninterrupted service of water or wastewater collection for the Owner's specific needs provided such Facilities are approved by Planning and Development Services and provided that such Facilities do not interfere with the operation of the Utility System.

2.6 No Consumer will prevent or hinder the Town's access to the Town's utility Facilities, including but not limited to the Water Meter. Prevention or hinderance of access may result in the Consumer being liable for the Interference or Tampering Penalty as set in Schedule "A" Utility Rates and Other Charges as attached to this Bylaw. Consumers must allow or arrange for access by the Town's personnel to inside or outside utility Facilities for the purposes of:

- 2.6.1 Installation, inspection, testing or sampling, repair, replacement, or removal of Town Facilities.
- 2.6.2 Reading of the meter.
- 2.6.3 Maintenance of Town Facilities.
- 2.6.4 Investigation of a Consumer complaint or query.
- 2.6.5 Surprise inspection relating to a concern of unauthorized use of water or tampering with Town Facilities including but not limited to the Meter and Services.

2.7 Before entering a premise, the Town will make all reasonable effort to notify the Consumer or other authorized Persons on the premise, except:

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- 2.7.1 In the case of emergency.
- 2.7.2 Where entry is permitted by order of a court or administrative tribunal or where otherwise legally empowered to enter.
- 2.7.3 Where the purpose of entry is in accordance with Section 2.6.5.
- 2.8 No Person will connect, or allow connection of, any other source of water or wastewater disposal to the Utility System, either directly or indirectly.
- 2.9 In all cases where the Town's Utility System supplies water to boilers or equipment of a similar nature, the Owners of the boilers or equipment will ensure the following:
  - 2.9.1 The boiler or other equipment has at least one safety valve, vacuum valve, or other device to prevent collapse and/or explosion.
  - 2.9.2 The boiler or other equipment is equipped with backflow prevention.
- 2.10 Any Person obtaining water service from the Town will only use the water supplied for that Person's own use and will not vend, sell, dispose, or distribute the water supplied to third parties.
- 2.11 An Owner will be responsible to thaw out frozen Service Pipes, including and up to the distribution main. The Town may provide the service and the Owner will be liable for the cost.
- 2.12 The Town will not be liable for damages, including building losses caused by a break within the Town's Water System or caused by the interference or cessation of the water supply necessary in connection with the repair and proper maintenance of the Town's Water System, or caused by any accident due to the operation of the Town's Water System.

### **3.0 ADMINISTRATION AND MANAGEMENT**

- 3.1 The Town Manager is responsible for the administration and enforcement of this Bylaw.
- 3.2 The Town Manager may delegate the administration of this Bylaw to the Infrastructure Manager or the Corporate Services Manager, or positions similar thereof.
- 3.3 In addition to the Municipal Servicing Standards, the Town may establish standards, guidelines, and specifications for the design, construction, and maintenance of the Utility System.

### **4.0 CONSTRUCTION, INSTALLATION, AND REPAIR OF SERVICES**

- 4.1 No Persons will connect to the Town's Utility System without first obtaining permission and any required permits from the Town. All applications and contracts are hereby subject to the terms and conditions of this bylaw. Permit applications must be accompanied by a detailed plan including connection information, location, elevation, scope of work, size of pipes, and the locations and type of all fittings.
- 4.2 Neither the Town nor any of its employees will be liable for the damages caused either directly or indirectly by a Utility connection and the applicant will be responsible for all backfill, surface replacement, safety, etc.
- 4.3 All new construction and installation, and all renewals, alterations, or changes and repairs to old construction will be conducted in accordance with the provisions of the Safety

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Codes Act and applicable regulations, and the Municipal Servicing Standards. The applicant will be liable for all damages caused while making such connections.

- 4.4 No Person will install or permit to be installed, an additional Service Pipe between a Water Meter and the CC, located at or near the property line.
- 4.5 The Owner of multiple housing and commercial developments will submit service design plans, duly signed by a professional engineer to the Town Manager, or their delegate, for review and approval prior to the start of construction.
- 4.6 An Owner will provide to the Town Manager, or their delegate, two (2) sets of "As Built" plans, together with a letter, duly signed by a professional engineer, indicating that the Private Service is fully operational and satisfactory bacteria sampling results have been provided.
- 4.7 Neither the Town employees, nor their agents, will carry out any work pertaining to the construction or repair or renewal of Service Pipe on private property, except with the authority of the Town Manager or their delegate, and then only after satisfactory arrangements have been made with the Owner for payment for doing such work.
- 4.8 Unless the Town Manager, or their delegate, determines otherwise, at the request of the Owner, a Service Pipe will be constructed only to those properties, which Abut directly on the Town Utility System.
- 4.9 A Service Pipe will not be extended from one lot to another, unless determined by Council.
- 4.10 Upon written notice to any Owner that an existing Private Service fails to meet the requirements of the Bylaw, or for any reason is unsatisfactory to the Town Manager, or their delegate, the Owner will affect the changes required in the notice by the date specified at the expense of the Owner.
- 4.11 For development on private property, all additional construction costs on the Service Pipe after Point of Delivery, including additional costs required for repairing of disturbed streets, will be borne by the Owner on whose property the development is occurring.
- 4.12 When a Service Pipe passes through an excavation or backfill, or through a basement way, finished or unfinished, or through a retaining wall, the Town will not be responsible for any damage due to displacement, settlement, or any cause due to the Owner's operations, whether the damage occurs during construction or afterwards.
- 4.13 If mains are required to provide services for the applicant, the applicant will be required to pay the cost of the said mains.
- 4.14 Council may refuse to make any new connection, installation, or changes to any existing service at any time for any reason which it may consider sufficient. Council may revoke or annul any permit granted to connect to the Town Utility System if it is found that the work is not being completed in accordance with the provisions of this bylaw, and the Person(s) making such connections or their successors in interest, will have no right to demand or claim any damages in consequence of permits being revoked or annulled.
- 4.15 The Point of Delivery to private property for a Service Pipe, as agreed to at the time of application, will be strictly adhered to; costs arising from non-adherence will be borne by the Owner.
- 4.16 No Person, other than Town employees or agents, or those authorized to complete new installations or repairs to existing services will operate, handle, or interfere with the Town's provision of Services and/or Facilities. Any Person found in violation of this is subject to the Interference and Tampering Charge as provided for in Schedule "A" Utility Rates and Other Charges attached to this Bylaw.

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- 4.17 No unauthorized Person will cut, break, pierce, tap, impede, or obstruct, or otherwise tamper or interfere in any manner with the Town Wastewater System including manhole covers and ventilators.
- 4.18 No Person will make or cause to be made any connection with any Town Utility system or house drain, or Appurtenance thereof for the purpose of conveying, or which may convey, a flammable or explosive material, storm water, roof drainage cistern, tank overflow, condensing, or cooling water.
- 4.19 Where deemed necessary to prevent or reduce basement or cellar flooding, the Town may require the Owner to install and operate a suitable Backflow Prevention Valve or other mechanical device for the purpose of controlling the connection between the sewage system and the basement or cellar. The cost of such installation will be the responsibility of the Owner or applicant.
- 4.20 Grease traps of sufficient size and approved design will be placed on the waste pipe from all hotels, restaurants, laundries, and other such places as the Town may direct, under advisement from Municipal Service Standards.

## **WATER SYSTEM**

### **5.0 WATER METERS**

- 5.1 The Town will remain the owner of all metering Facilities it provides to serve the Consumer unless the Town and the Consumer have agreed otherwise. This agreement must be in writing. The Town Manager, or their delegate, will determine the size and type and number of Water Meters to supply and install. The Town Manager, or their delegate, will approve the Metering requirements where water is supplied for fire protection purposes.
- 5.2 The Town will supply, install, maintain, and retain ownership of all Water Meters and Meter Pits in accordance with manufacturers' specifications, except those privately owned or in a separate agreement for ownership and operation with the Town on the understanding that the Owner will supply every facility for the introduction, placing, and inspection of such Water Meter and Meter Pit and the reading of such Water Meter.
- 5.3 No Person, other than an employee or representative of the Town will install, test, remove, repair, replace, or disconnect a Water Meter.
- 5.4 No Person will interfere or tamper with the operation of any Water Meter or Remote Meter Reading Device, subject to 5.3. Any Person interfering or tampering with any meter seal, meter reading equipment, or water Shut-Off equipment, will be liable for the Interference or Tampering Penalty as provided for in Schedule "A" Water Rates and Charges.
- 5.5 The Town may charge for and recover from the Owner the cost of supplying, installing, altering, repairing, relocating, or replacing a Water Meter. Any such charge may be collected in the same manner as utility rates.
- 5.7 No Owner will relocate, alter, or change any existing Water Metering Facilities. The Owner will submit plans and specifications for any proposed relocation of Water Metering Facilities and, if approved by the Town Manager, or their delegate, the Owner will pay the entire cost, including any costs incurred by the Town, in making such relocation, alteration, or change unless agreed otherwise between the Owner and Council.
- 5.8 The Owner/Consumer of a premise in which a Meter is located will:

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- 5.8.1 Comply with all directions of the Town to prevent Meter damage due to frost, heat, or other causes.
- 5.8.2 Promptly notify the Town of any condition or event which has resulted in any meter damage for any reason.
- 5.8.3 Promptly notify the Town if they feel their Water Meter is operating incorrectly.
- 5.9 If a Meter is damaged or destroyed, the Owner of the premise will pay for the entire cost of the removal, repair or replacement, and re-installation.
- 5.10 Should the Town Manager, or their delegate, determine that a Meter should not be positioned inside a premise to which Service is provided, the Owner will construct a Meter Pit on the Owner's property near the property line at the Owner's expense and in accordance with the Municipal Servicing Standards unless agreed otherwise between the Owner and Council.
- 5.11 Unless otherwise determined by Council, for single-family dwellings and for single unit commercial or industrial buildings, a single Water Service Connection will be constructed, and a single Meter will be installed by the Town.
- 5.12 Water Meters will be read at the discretion of the Infrastructure Manager or position similar thereof, or their delegate. If a Meter reader cannot gain access to the premise to read the Water Meter, a notice may be left requesting the Owner allow Town personnel access as soon as possible to obtain a meter reading. If a Meter cannot be read or ceases to operate between meter readings, the Town will send estimated bills. In the event a Consumer refuses to allow a Meter to be read for a period more than two (2) months, the Infrastructure Manager or position similar thereof, or their delegate, may shut off the supply of water to that Meter and charges for interference as per Schedule "A" Utility Rates and Other Charges may apply.
- 5.13 If required for any reason, Town employees may request to have a Town Bylaw Enforcement Officer accompany them to any Consumer's residence or business.
- 5.14 In the event of a discrepancy between the Remote Meter Reading Device and the Meter, the Meter will be deemed correct.
- 5.15 If an Owner doubts the accuracy of the meter installed, the Owner may provide the Town with a written notice and request for Meter testing. The Town will have the Meter tested by an approved external agency. The Owner will be notified of the test results and receive a copy.
  - 5.15.1 If the test shows the meter is recording between 98.5% and 101.5% of true consumption, the Owner will be liable for the full costs of the test and any Town related costs, including but not limited to Service Call charges. The costs will be charged to the Owner's Account.
  - 5.15.2 If the test shows the meter is not recording between 98.5% and 101.5% of true consumption, the meter will be repaired or replaced, and all expense will be borne by the Town. The rates for the previous two (2) meter readings periods will be adjusted by the same percentage as the meter found to be in error. No rate will be reduced below a minimum rate normally charged if one has been established.

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**6.0 HYDRANTS AND VALVES**

- 6.1 No Persons other than Town employees or Persons authorized by the Town will open, close, or interfere with any valve, hydrant, or fireplug, or draw water therefrom.
- 6.2 The Chief of the Town Fire Department, their assistants , officers and members of that Department, are authorized to use the hydrants or plugs for the purpose of extinguishing fires, for fire protection, for equipment testing, and for fire training practices, but all such uses must be under the direction and supervision of the said chief or his/her duly authorized assistants, and in no event will any inexperienced or incompetent Person be permitted to manipulate or control in any way, hydrants or plugs.
- 6.3 No Persons will in any matter whatsoever obstruct or interfere with the free access to any hydrant, valve or curb stop. No vehicle, building, rubbish, or any other matter which would cause such obstruction or interference will be placed nearer to a hydrant than the property line of the street where the hydrant is located nor within five (5) meters of either side of the hydrant in a direction parallel with the property line. Costs of repairs required because of obstruction or damage to any hydrant, valve or curb stop are the responsibility of the Person who caused the obstruction or damage.

**7.0 BULK WATER**

- 7.1 The Town Manager, or their delegate, at their discretion and with just cause, may restrict, or deny use of Bulk Water Facilities to any Person if receiving tanks, trucks, or hoses are in a condition deemed unsanitary for the transference of water, or for misuse of the facility and/or surrounding area.
- 7.2 A minimum air gap of twice the pipe diameter of the downspout piping will be always maintained while transferring water from the Bulk Water Outlet.
- 7.3 Commercial tanks and vessels used for Bulk Water transportation to offsite locations for human consumption must be inspected approved and have a permit issued by the local Public Health Inspector, water use and maintenance of the tanks, etc. are at the responsibility of the Commercial operator.

**WASTEWATER SYSTEM**

**8.0 SANITARY SEWER REQUIREMENTS**

- 8.1 No Person will release, or permit the release of, any matter into the sanitary sewer system wastewater works expect:
  - 8.1.1 Domestic wastewater.
  - 8.1.2 Non-domestic wastewater that complies with the requirements of this bylaw.
  - 8.1.3 Hauled wastewater, including septage, that complies with the requirements of this bylaw, or where a Wastewater Discharge Permit has been issued by the Town.
  - 8.1.4 Storm water, clear-water waste, subsurface water, or other water where permission has been granted by the Town Council.

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- 8.2 No Person will release, or permit the release of, any prohibited substance listed in Schedule "A" of this bylaw.
- 8.3 No Person will release, or permit the release of, any restricted substance which exceeds the respective concentrations listed in Schedule "C" of this bylaw into the wastewater works without a valid Wastewater Discharge Permit.
- 8.4 If required by the Town, non-domestic and hauled wastewater dischargers will not discharge to the wastewater works system until the discharger has obtained a Wastewater Discharge Permit from the Town. The completion of a Wastewater Discharge Permit by dischargers to ARROW UTILITIES wastewater transmission system is required under certain circumstances by ARROW UTILITIES bylaws addressing sewer use in the ARROW UTILITIES service area in conjunction with the Town.
- 8.5 The Town may issue and amend a Wastewater Discharge Permit to the allow the discharge of non-domestic waste and haled wastewater into a sewer upon such terms and conditions as the Town considers appropriate and without limiting the generality of the foregoing, may in the Wastewater Discharge Permit:
  - 8.5.1 Place limits and restrictions on the quantity, compositions, frequency, and nature of the waste permitted to be discharged.
  - 8.5.2 Require the holder of a Wastewater Discharge Permit to repair, alter, remove, or add to works or construct new works, and,
  - 8.5.3 Provide that the Wastewater Discharge Permit will expire on a specified date.
- 8.6 Should a Homeowner's wastewater line become blocked or plugged the following applies:
  - 8.6.1 The Homeowner must notify the Town of the blockage or plug.
  - 8.6.2 If the Utility Main is not blocked or plugged, it is then the responsibility of the Homeowner to clear the line up to the Utility Main, and the Homeowner will be responsible for all associated costs.

**9.0 STORM WATER REQUIREMENTS**

- 9.1 No Person will discharge or deposit or cause or permit the discharge or deposit into any Storm Sewer, land drainage works, or Watercourse whether added directly or indirectly any wastewater:
  - 9.1.1 That may interfere with the proper operation of a Storm Sewer.
  - 9.1.2 That may damage a Storm Sewer.
  - 9.1.3 That could obstruct or restrict a Storm Sewer or the flow therein.
  - 9.1.4 That could result in a hazard or adverse impact to any Person, animal, property, or vegetation.
  - 9.1.5 That may impair the quality of water in any well, lake, river, pond, spring, stream, reservoir other water of Watercourse.
  - 9.1.6 That may result in the contravention of an approval, requirement, direction, or other order issued by Alberta Environment or other enforcing agency with respect to the Storm Sewer or its discharge.
  - 9.1.7 That has a temperature greater than 40 degrees Celsius.
  - 9.1.8 Having a pH of less than 6.5 or greater than 9.0.

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- 9.1.9 Containing more than 20 milligrams per liter of suspended solids.
- 9.1.10 Containing more than 20 milligrams per liter of BOD.
- 9.1.11 Containing more than 100 milligrams per liter of COD.
- 9.1.12 Containing dyes or coloring material which discolors the wastewater.
- 9.1.13 That has two or more separate liquid layers.
- 9.1.14 That contains solvent-extractable matter of vegetable, mineral or synthetic origin which causes a visible film, sheen, or discoloration on the water surface.
- 9.1.15 Containing and ignitable waste or explosive matter which, by itself or in combination with other substances, can cause or contribute to any explosion or supporting combustion.
- 9.1.16 Containing E. coli (fecal coliform) colonies more than 200 per 100 ml.
- 9.1.17 Containing concentrations of various chemicals as indicated in the Environmental Quality Guidelines for Alberta Surface Waters (EQGASW).
- 9.1.18 Containing the following matter, material, or waste in any amount:
  - i) Floating debris
  - ii) Sewage
  - iii) Once-through cooling water
  - iv) Blowdown
  - v) Automotive or machine oils and greases
  - vi) Fuels
  - vii) Paints and organic solvents
  - viii) Substances and contaminants from raw materials, intermediate or final products used or produced in, through or from an industrial process
  - ix) Substances used in the operation or maintenance of an industrial site
  - x) Waste disposal site leachate
  - xi) Hazardous wastes
  - xii) Biological wastes, and
  - xiii) Reactive wastes

9.2 Notwithstanding the above, once-through cooling water or blowdown may be released when:

- 9.2.1 A once-through cooling water or blowdown is being discharged pursuant to a certificate of approval or order relating to the premises issued by Alberta Environment.
- 9.2.2 The Owner or tenant of the premises has written approval from the Town which expressly authorizes the discharge from the premises, and
- 9.2.3 A copy of the certificate of approval or order referred to in subsection 9.2.1, herein, has been provided to and approved by the Town.

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**10.0 PROHIBITION OF DILUTION**

- 10.1 No Person will discharge directly or indirectly or permit the discharge or deposit of wastewater into a sanitary sewer works where water has been added to the discharge for the purposes of dilution to achieve compliance with Schedule "B" or Schedule "C" of this bylaw.
- 10.2 No Person will discharge directly or indirectly or permit the discharge or deposit of sanitary sewer matter or any other matter in a Storm Sewer where water has been added to the discharge for the purposes of dilution to achieve compliance with this bylaw.

**11.0 SAMPLING**

- 11.1 Where sampling is required for the purposes of determining the concentration of constituents in the wastewater, storm water or uncontaminated water, the sample may:
  - 11.1.1 Be collected manually or by using an automatic sampling device, and
  - 11.1.2 Contain additives for its preservation.
- 11.2 For the purposes of determining compliance with Schedule "B", "C", or "D", discrete wastewater streams within the premises may be sampled, at the discretion of the Town.
- 11.3 Any single grab sample may be used to determine compliance with Schedules "B", "C", or "D".
- 11.4 All tests, measurements, analyses, and examinations of wastewater, its characteristics, or contents pursuant to this Bylaw will be carried out in accordance with "Standard Methods" and be performed by a laboratory accredited for analysis of the substance(s) using a method which is within the laboratory's scope of accreditation or to the satisfaction of the Town as agreed in writing prior to sample analysis.

**12.0 DISCHARGER SELF-MONITORING & COMPLIANCE PROGRAMS**

- 12.1 The discharger will complete any monitoring or sampling of any discharge to a wastewater works as required by the Town and provide the results to the Town in the form specified.
- 12.2 The obligations set out in or arising from 12.1 will be completed at the expense of the discharger.
- 12.3 When required as a condition of a Wastewater Discharge Permit, a discharger will provide the Town with a Compliance Program setting forth activities to be undertaken by the discharger that will result in the prevention or reduction and control of a non-compliant discharge from the premises.
- 12.4 The discharger will ensure that:
  - 12.4.1 The Compliance Program is provided and, if necessary, amended within the period specified by the Town.
  - 12.4.2 The final completion date for all activities in the Compliance Program is within the period established within the applicable Wastewater Discharge Permit, and
  - 12.4.3 The Compliance Program meets all requirements specified by the Town. Each Compliance Program shall include:

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- i A description of the processes at the premises which produce discharges that do not comply with the requirements of this Bylaw.
- ii A description of those processes as the premises which are to be the subject of the Compliance Program.
- iii A list of non-complying pollutants present at the premises at any stage of the premise's operations.
- iv A description setting out the types, quantities, and concentrations of all non-complying pollutants discharge, directly or indirectly, to a sewer.
- v A description of current wastewater reduction, recycling, wastewater treatment and compliance activities at the premises with respect to discharges to a sewer from the premises.
- vi A description of compliance options for non-complying pollutants and wastewater discharge and an evaluation of those options.
- vii A list of possible targets and timeframes (in compliance with any Wastewater Discharge Permit) to reduce or eliminate the discharge of non-complying matter to the wastewater works.
- viii A declaration from an authorized Person that the content of the Compliance Program is, to the best of that Person's knowledge, true, accurate, and complete.

12.5 Following the approval and during the term of a Compliance Program, a discharger will:

- 12.5.1 Submit a progress report within fourteen (14) days after the scheduled completion date of each activity listed in the Compliance Program.
- 12.5.2 Revise and update the Compliance Program as required by the Town, and
- 12.5.3 Always keep an updated copy of the Compliance Program and progress reports at the subject premises and make copies to the Town upon request.

12.6 The Town may suspend or terminate a Wastewater Discharge Permit if the discharger fails or neglects to carry out or diligently pursue the activities required under a Compliance Program.

**13.0 ADDITIONAL REQUIREMENTS**

**13.1 FOOD WASTE GRINDERS**

In the case of industrial, commercial, or Institutional premises where food waste grinding devices are installed in accordance with the Building Code, the effluent from such food waste grinding devices must comply with Schedule "B" and Schedule "C".

**13.2 FOOD-RELATED GREASE INTERCEPTORS**

- 13.2.1 Every Registered Owner of a restaurant or other commercial or Institutional premises where food is cooked, processed, or prepared, for which the premises is connected directly or indirectly to the Wastewater system, will 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. Oil and grease interceptors will not discharge to Storm Sewers.
- 13.2.2 The Registered Owner of a premises described in Subsection 13.2 (1) will 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

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oil and grease interceptors will be installed in compliance with the most current requirements of the applicable Building Code. The installation of the oil and grease interceptor will meet the requirements of the Canadian Standards Association national standard CAN/CSA B-481.2, as amended.

- 13.2.3 All oil and grease interceptors must be maintained according to the manufacturer's recommendations. The testing, maintenance and performance of the interceptor must meet the requirements of CAN/CSA B-481. Traps must be cleaned before the thickness of the organic material and solids residuals is greater than twenty-five percent of the available volume; cleaning frequency must not be less than every four weeks. Maintenance requirements must be available at the workplace where the grease interceptor is installed. Maintenance and clean out must be documented at the time of completion.
- 13.2.4 Emulsifiers will not be discharged to the Wastewater system from interceptors. No Person will use enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of oil and grease through a grease interceptor.
- 13.2.5 A maintenance schedule and record of maintenance carried out must be submitted to the Town upon request for each interceptor installed.
- 13.2.6 The Owner or operator of the restaurant or other industrial, commercial or Institutional premises where food is cooked, processed or prepared, must, for two years, keep the records which document the maintenance and clean outs performed for interceptor clean-out and oil and grease disposal.

**13.3 VEHICLE AND EQUIPMENT SERVICE OIL AND GREASE INTERCEPTORS**

- 13.3.1 Every Registered Owner of a vehicle or equipment service station, repair shop or garage or of a commercial or Institutional premises or any other establishment where motor vehicles or equipment are repaired, lubricated, or maintained and where the wastewater is directly or indirectly connected to the Wastewater System must 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.
- 13.3.2 The Registered Owner of the premises described this section must 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 Petroleum Products Institute (CPPI).
- 13.3.3 All oil and grease interceptors and separators must be maintained in good working order and according to the manufacturer's recommendations and must be inspected regularly to ensure performance is maintained to the manufacturer's specifications for performance and inspected to ensure the surface oil and sediment levels do not exceed the recommended level. In the absence of manufacturer's recommendations, the settled solids must not accumulate in the final stage chamber of the sediment interceptor in excess of 25% of the wetted height. Maintenance and clean out must be documented at the time they are performed.
- 13.3.4 A maintenance schedule and record of maintenance must be submitted to the Town upon request for each oil and grease interceptor installed.

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- 13.3.5 The Owner or operator of the premises as set out in this section must, for two years, keep the records which document the maintenance and clean outs performed for interceptor clean-out and oil and grease disposal.
- 13.3.6 Emulsifiers must not be discharged to the Wastewater system into interceptors. No Person will use enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of oil and grease through an oil and grease interceptor.

**13.4 SEDIMENT INTERCEPTORS**

- 13.4.1 Every Registered Owner of the 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, must take all necessary measures to ensure that such sediment is prevented from entering the drain or the Wastewater system in excess of the limits in this bylaw.
- 13.4.2 Catch basins installed on private property for the purposes of collecting storm water and carrying it into Storm Sewers must be equipped with an interceptor and the installation of these catch basins on private property must comply with the requirements of the Town.
- 13.4.3 All sediment interceptors must be maintained in good working order and according to manufacturer's recommendations and must 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 must not accumulate in the final stage chamber of the sediment interceptor in excess of 25% of the wetted height. Maintenance and clean out must be documented at the time it is performed.
- 13.4.4 The Owner or operator of a premises as referred to in this section must, for 2 years, keep the records which document interceptor clean-out and sediment disposal.
- 13.4.5 A schedule and record of maintenance must be submitted to the Town upon request for each sediment interceptor installed.

**13.5 DENTAL WASTE AMALGAM SEPARATOR**

- 13.5.1 Every Owner or operator of the premises from which dental amalgam may be discharged, which waste may directly or indirectly enter a sewer, must install, operate and properly maintain dental amalgam separator(s) with at least 95% efficiency in amalgam weight and certified *ISO 11143 – “Dentistry - Amalgam Separators”*, in any piping system at its premises that connects directly or indirectly to a sewer, except where the sole dental-related practice at the premises consists of one or more of the following specialties or type of practice:
  - i Orthodontics and dentofacial orthopedics
  - ii Oral and maxillofacial surgery
  - iii Oral medicine and pathology
  - iv Periodontics or,
  - v 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 works.

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- 13.5.2 Notwithstanding compliance with Subsection 13.5.1, all Persons operating or carrying on the business of a dental practice shall comply with Schedules "B" and "C" of this Bylaw.
  - i All dental waste amalgam separators must be maintained in good working order and according to the manufacturer's recommendations.
- 13.5.3 A maintenance schedule and record of maintenance must be submitted to the Town upon request for each dental amalgam separator installed.

**13.6 PRE-TREATMENT FACILITIES**

- 13.6.1 When not adhering to the requirements and prohibitions to the bylaw or where required by the Town, the Owner or operator must install on the premises, and prior to the sampling point, a wastewater pre-treatment facility.
- 13.6.2 The Owner or operator must ensure the design, operation, and maintenance of the pre-treatment facility achieves the treatment objectives and operates and is maintained in accordance with the manufacturer's recommendations.
- 13.6.3 The Owner or operator must not deposit the waste products from the pre-treatment facility in a wastewater works and must ensure any waste products from the pre-treatment facility are disposed of in a safe manner.
- 13.6.4 The maintenance records and waste disposal records must be submitted to the Town upon request.
- 13.6.5 The Owner and operator must keep documentation pertaining to the pre-treatment facility and waste disposal for two years.

**13.7 HAULED WASTEWATER/WASTE**

- 13.7.1 No Person will discharge hauled wastewater/waste to the wastewater works unless:
  - i The carrier of the hauled wastewater/waste, operating as a waste management system is certified according to all applicable Federal and Provincial legislation, as amended from time to time, and haul wastewater/waste meets the conditions set out by all applicable Federal and Provincial environmental protection regulations, as amended from time to time.
  - ii The carrier meets all conditions for discharge that are or may be set from time to time with respect to the discharge of hauled wastewater/waste by ARROW UTILITIES and,
- 13.7.2 No Person will discharge or permit the discharge of hauled wastewater/waste to the wastewater works:
  - i At a location other than a hauled wastewater/waste discharge location approved by the Town.
  - ii Without a manifest, in a form approved by the Town, completed and signed by the carrier prior to the discharge, and
  - iii Without the use of a discharge hose placed securely in the discharge port at the approved location.

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**13.8 NON-CONTACT COOLING WATER**

The discharge of non-contact cooling water or uncontaminated water to a sanitary sewer for from any Residential property is prohibited unless the discharge is in accordance with a Wastewater Discharge Permit.

**13.9 WATER ORIGINATING FROM A SOURCE OTHER THAN THE MUNICIPAL WATER SUPPLY**

The discharge of water originating from a source other than the Town's water supply, including storm water or groundwater, directly or indirectly to a sanitary sewer is prohibited unless the discharge is in accordance with a Wastewater Discharge Permit.

**14.0 SPILLS**

In the event of a spill to a wastewater works and/or Storm Sewer works, the Person responsible or the Person having the charge, management, and control of the spill will immediately notify and provide any requested information regarding the spill to:

14.1 If there is any immediate danger to human health and/or safety:

- 14.1.1 911 emergency
- 14.1.2 The Infrastructure Manager or position similar thereof, or delegate, via the On-Call Emergency Phone Number (780) 975-0770
- 14.1.3 ARROW UTILITIES's Wastewater Treatment Plant Control Room (780)416-9967

Or

14.2 If there is no immediate danger:

- 14.2.1 The Town on-call staff (780) 975-0770
- 14.2.2 The Owner of the premise where the spill occurred
- 14.2.3 ARROW UTILITIES's Wastewater Treatment Plant Control Room (780)416-9967, and
- 14.2.4 Any other Person whom the reporting Person knows or ought to know may be directly affected by the spill

14.3 The Person responsible for the spill will provide a detailed report on the spill to the Town within five working days after the spill. The detailed report must contain the following information to the best of their knowledge:

- 14.1.1 Location where the spill occurred.
- 14.1.2 Name and telephone number of the Person reporting the spill, and the location and time, where and when they can be contacted.
- 14.1.3 Date and time of the spill.
- 14.1.4 Material spilled, including characteristics and composition of the material.
- 14.1.5 Volume of the material spilled.
- 14.1.6 Duration of the spill event.
- 14.1.7 Work completed and any work still in progress in the mitigation of the spill.
- 14.1.8 Preventative actions being taken to ensure a similar spill does not reoccur.

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14.1.9 Copies of applicable spill prevention and spill response plans.

14.4 The Person responsible for the spill and the Person having the charge, management, and control of the spill will do everything reasonably possible to contain the spill, protect the health and safety of citizens, 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.

14.5 Nothing in this Bylaw relieves any Persons from complying with any notification or reporting provisions of other government agencies, including Federal and Provincial agencies as required and appropriate for the material and circumstances of the spill, or any other Bylaw of the Town.

14.6 The Town may invoice the Person responsible for the spill to recover costs of time, materials, and services arising because of the spill. The Person responsible for the spill must pay the costs invoiced.

14.7 The Town may require the Person responsible for the spill to prepare and submit a spill contingency plan to the Town to indicate how risk of future incidents will be reduced and how future incidents will be addressed.

## **15.0 AUTHORITY TO INVESTIGATE**

The Town, or their authorized agent, has the authority to carry out any inspection reasonably required to ensure compliance with this Bylaw, including but not limited to:

15.1 Inspecting, observing, sampling, and measuring the flow in any private:

- 15.1.1 Sewer
- 15.1.2 Wastewater disposal system
- 15.1.3 Storm water management facility and
- 15.1.4 Flow monitoring point

15.2 Taking samples of wastewater, storm water, clear-water waste and subsurface water being released from the premises of flowing within a sewer system.

15.3 Performing on-site testing of the wastewater, storm water, clear-water waste and subsurface water within or being released from private drainage systems, pre-treatment Facilities, and storm water management Facilities.

15.4 Collecting and analyzing samples of hauled wastewater coming to a discharge location into the wastewater works.

15.5 Inspecting the types and quantities of chemicals being handled or used on the premises in relation to possible release to a drainage system or Watercourse.

15.6 Requiring information from any Person concerning a matter.

15.7 Inspecting and copying documents or removing documents from the premises to make copies.

15.8 Inspecting chemical storage areas and spill containment Facilities and requesting Safety Data Sheets (SDS) for materials stored or used on site.

15.9 Inspecting the premises where a release of prohibited or Restricted Wastes or of water containing prohibited or Restricted Wastes has been made or is suspected of having been made, and to sample.

No Person will hinder or prevent the Town or their authorized agent from carrying out any of their powers or duties.

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**16.0 OVERSTRENGTH SURCHARGE**

- 16.1 The Town or their authorized agent may assess Overstrength Surcharges for wastewater discharges that exceed the limits of treatable parameters set in accordance with Schedule "D" of this Bylaw.
- 16.2 Any Overcharge Surcharge will be added to a monthly Utility Bill.

**17.0 BEST MANAGEMENT & CODES OF PRACTICE**

- 17.1 ARROW UTILITIES has adopted one or more Best Management Practices which includes Codes of Practice that apply the Designated Sector Operations, as outlined in ARROW UTILITIES's Code of Practice Registration Form for Designated Sector Operations, available on ARROW UTILITIES's website at [www.arrowutilities.ca](http://www.arrowutilities.ca)
- 17.2 A Code of Practice does not apply to a discharging operation that is subject to a Wastewater Discharge Permit, unless otherwise specified in the permit.
- 17.3 A Code of Practice does not apply to the discharge of domestic wastewater.
- 17.4 Nothing in a Code of Practice relieves a Person discharging wastewater from complying with this Bylaw, a Wastewater Discharge Permit of any other applicable enactment.
- 17.5 If a Code of Practice establishes a requirement in relation to a specific discharging operation which differs from a provision in this Bylaw, the requirement in the Code of Practice prevails.

**18.0 AUTHORITY TO RESTRICT OR SHUT-OFF UTILITY SUPPLY**

- 18.1 The Town Manager, or their delegate, may without notice Shut-Off the Utility Service to any part of the Town or any Service in the case of an emergency.
- 18.2 The Town Manager, or their delegate, in a non-emergent situation for any reason deemed necessary including but not limited to repairing and maintaining the Utility System, may shut-off the Utility Service to any part of the Town or Service provided reasonable notice of such intended Shut-Off is given to all affected Owners, except in the event of routine maintenance with Shut-Off not to exceed thirty (30) minutes. The Town Manager, or their delegate, will have the sole discretion to determine what reasonable notice is in the circumstance.
- 18.3 The Town Manager, or their delegate, may Shut-Off the Utility Service if the Consumer's Facilities are deemed to be unsafe or defective, leak excessively or cause contamination or deterioration of the Utility System.
- 18.4 The Town Manager, or their delegate, may restrict and regulate the hours or time during which water may be used for any purpose other than for firefighting.
- 18.5 The Town Manager, or their delegate, may, by Publication upon reasonable notice, implement Water Demand Management Measures to restrict water usage to any or all parts of the Town. Such measures include but are not limited to a restriction on the watering of lawns, gardens, streets, yards or grounds, or the use of a hose or similar device to wash vehicles, or the exteriors of houses or other buildings. Other measures include but are not limited to varying the hours and days of the use of water.
- 18.6 After Publication of any Water Demand Management Measures, it will be an offence for a Person to use water in contravention of the declared Water Demand Management Measures. A Consumer who is not adhering to the Water Demand Management Measures may have their service Shut-Off with reasonable notice.

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- 18.7 No Persons will have any claim for compensation or damages because of the Town shutting off the water with or without notice for any reason or from failure of the water supply from any cause whatsoever.
- 18.8 Failure to adhere to this Bylaw may result in service Disconnection.

**19.0 UTILITY RATES AND CHARGES, OPENING AND CLOSING OF ACCOUNTS**

- 19.1 The Consumer will pay to the Town the utility distribution and other charges as applicable as set out in Schedule "A" Utility Rates and Other Charges as attached to this Bylaw for all service consumption, including but not limited to leaks up to the utility mains.
- 19.2 New account requests or changes for Utility Services must be in the name of the Owner(s) registered on the property title only, other than those accounts specific to Bulk Water use.
- 19.3 Prior to Utility use, an Owner must open an account, and is subject to the application fee and security deposit fees as in Schedule "A" Utility Rates and Other Charges as attached. The Owner is responsible for ensuring the Town has accurate contact information, i.e. address, email address, phone number.
- 19.4 The Security Fee will be fully refundable, less any outstanding Account balances, upon termination of the Account.
- 19.5 Should there be a disagreement of the classification of any service, Council will have the final, binding decision.
- 19.6 Persons who use Utility Services without opening an account will be liable for the cost of utility consumption based upon reasonable estimation. Failure to open an Account may result in Utility service being Shut Off.
- 19.7 The Town will take readings from the Water Meters monthly. The Utility Bill, based on consumption in accordance with the rates set out in Schedule "A" hereto, will be mailed or emailed every month to Consumers.
- 19.8 A Utility Bill showing the current service charges will be mailed or emailed to the Owner(s) or designated renter. It remains the Owner's responsibility to ensure renters are making regular payments. Payment for Utility Services will be due and payable when the account is rendered. Payment must be made at the Town Office or at such other place as may be designated by the Council, or online, and failure to receive a billing will in no way affect the liability of the Owner(s) to pay the account.
- 19.9 In the event any Utility Bill remains unpaid after the date shown on the billing, there will be added by way of penalty an amount as set out in Schedule "A" being attached hereto and forming part of this Bylaw. The said penalty will be added to and shall form part of the unpaid Utility Bill.
- 19.10 In the event any utility charges remain unpaid for a period of sixty (60) days or longer, the Town may take any or all the following actions to recover:
  - i Written notice of arrears requesting payment, including authorizing appropriate payment arrangements.
  - ii Shut off Utility Services. An Arrears Fee as set out in Schedule "A" will be applied to the Account if the Account is scheduled for shut off. Any properties that cannot have the Utility Service Shut-Off (i.e. Condominiums, malfunctioning CC, etc.) may have unpaid Accounts transferred to the Owner's Property Tax Roll and may be subject to all other applicable charges.

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- iii Transference of outstanding account balance to the Owner's Property Tax Roll.
- iv By action, in any court of competent jurisdiction.

19.11 If an error or omission is found in the Utility Bill charges, the Town will correct the Utility Accounts by the appropriate amount for the duration of the billing error as follows:

- i If the correction results in an under billing for utility consumption charges to the Consumer, the Utility Bill correction will be made for a period of not more than three (3) months immediately preceding the date of discovery of error, or,
- ii If the correction results in an over billing for utility consumption charges to the Consumer, the billing correction will be made for the period of the error if the start date of the error can be determined with reasonable accuracy. If such time cannot be determined with reasonable accuracy, the correction will be made for a period of not more than three (3) months.

19.12 A Consumer may contact the Town for temporary or permanent Service Disconnection of Utilities. Service Call charges per Schedule "A" will apply to disconnect the service as well as a Service Disconnection charge. To reconnect the service upon request of the Consumer, Service Call charges per Schedule "A" will apply as well as a Service Reconnection Charge. Charges will be applied to the Consumer's account and make up part of the Utility Bill.

19.13 Consumers who wish to close their account must make a request with the Town at least two working days before the request is to become effective. All fees up to the date of closure remain the responsibility of the Consumer. The Town may continue to levy Utility Service fees until the Account is formally closed by the Consumer. A refund will be issued for closed Accounts with a final credit balance of \$5.00 or more.

19.14 Any Bulk Water Consumer who transacts online, requiring no administrative assistance for adding funds to their Bulk Water account, will receive a 10% bonus of water.

**20.0 PENALTIES**

20.1 Offence Tag

20.1.1 A Bylaw Enforcement Officer is hereby authorized and empowered to issue an offence tag to any Person who contravenes any provision of this Bylaw.

20.1.2 An Offence Tag shall be in a form approved by the Council and will state:

- i The name of the offender; and,
- ii The offence.
- iii The appropriate penalty for the offence as specified in Schedule "A" of this Bylaw; and
- iv That the fine must be paid within 30 days of the issuance of the offence tag.

20.2 Where a contravention of this Bylaw is of a continuing nature, further offence tags for the same offence may be issued by the Bylaw Enforcement Officer, provided however, that

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no more than one offence tag will be issued for each day that the contravention continues.

**20.3 Violation Ticket**

- i If the fine specified on an offence tag is not paid within the prescribed time, then a Bylaw Enforcement Officer is hereby authorized and empowered to lay a complaint and issue a summons by means of a violation ticket.
- ii The Violation Ticket must be in the form prescribed by Alberta Regulation, as amended, being the Violation Ticket Regulations passed pursuant to the Provincial Offences Procedures Act.
- iii Imprisonment in default of payment of a fine specified in the bylaw will not be imposed under any circumstances.

**21.0 SEVERABILITY**

Should any provision of this Bylaw be invalid, then such provision will be severed, and the remaining Bylaw will be maintained.

**22.0 GENERAL**

22.1 Nothing in this Bylaw will operate to relieve any Person from complying with any Federal, Provincial, or other Town of Bon Accord law, order, regulation, or Bylaw.

22.2 Bylaw 2024-12 is hereby repealed when this bylaw comes into effect.

22.3 This Bylaw will come into full force and effect on January 1, 2026.

READ A FIRST TIME THIS 2<sup>nd</sup> of December 2025

READ A SECOND TIME THIS 16<sup>th</sup> of December 2025

READ A THIRD TIME THIS 16<sup>th</sup> of December 2025

SIGNED AND PASSED THIS 16<sup>th</sup> of December 2025

ORIGINAL SIGNED

\_\_\_\_\_  
Mayor Brian Holden

ORIGINAL SIGNED

\_\_\_\_\_  
Chief Administrative Officer

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## **Bylaw 2024-01 SCHEDULE “A” – UTILITY RATES AND OTHER CHARGES**

### **1.0 DEFINITIONS OF UTILITY RATES**

- 1.1 “Service Charge” means a flat fee charge intended to recover costs for such things as: billing and other related charges, customer service, energy related charges, communication, Facilities, and administration of Consumer accounts.
- 1.2 “Capital Rate Rider” means a flat fee charge intended to reflect each Consumer’s share of costs of capital program related assets, such as equipment and infrastructure replacement (i.e. Defective pipes or installation of new pipes.)
- 1.3 “Consumption Charge” means a variable volumetric charge, unless water is un-metered, that reflects the cost of utility supply.

### **2.0 WATER RATES**

<b>Residential, Commercial, Institutional</b>	<b>Billing Item</b>	<b>Rate</b>	<b>Application</b>
	Service Charge	\$11.00	per billing month per utility account
	Capital Rate Rider	\$1.50	per billing month per utility account
	Consumption Charge	\$3.75	per cubic meter consumed during each billing period

<b>Bulk Water (Truckfill) Pre-paid</b>	<b>Billing Item</b>	<b>Charge</b>	<b>Application</b>
	Consumption Charge	\$5.84	per cubic meter consumed during each billing period
	Consumption Charge – 10% discount for online only customers	\$5.26	per cubic meter consumed during each billing period

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**3.0 WASTEWATER RATES**

<b>Residential, Commercial, Institutional</b>	<b>Billing Item</b>	<b>Rate</b>	<b>Application</b>
	Service Charge	\$11.00	per billing month per utility account
	Capital Rate Rider	\$2.00	per billing month per utility account
	Consumption Charge	\$4.53	per cubic meter of water consumed during each billing period

**4.0 DEFINITIONS OF OTHER UTILITY CHARGES**

- 4.1 "Application Fee" means a one-time flat fee applicable to new service account requests and split between water and wastewater services.
- 4.2 "Arrears Fee" means a flat fee charge intended to reflect the cost of managing and processing the administration and collection of utility accounts that are scheduled for shut off due to arrears and non-payment.
- 4.3 "Connection to Main" means a charge for a new service request where a new physical connection is required to the Utility Main System.
- 4.4 "Interference or Tampering Penalty" means a charge issued to anyone who has been found to have interfered with Town Facilities including any meter, meter seals, meter reading, or water Disconnection equipment.
- 4.5 "Late Payment Penalty" means a penalty of twenty-four percent (24%) per annum or two percent (2%) per month that is added to the outstanding amount of Utility Bills that remain unpaid after the date fixed for payment.
- 4.6 "Meter Testing Charge" means a charge intended to reflect the cost of removing, testing, and re-installing a Water Meter that the Consumer believes is faulty.
- 4.7 "Security Fee" means a one-time flat fee applicable to new utility account holders. The fee is added to the account at the time of account activation and is refundable less any outstanding amounts owing upon termination of service.
- 4.8 "Service Calls" means a per hour charge applicable to those Consumers who require service over and above that of the Basic Services provided for non-emergent issues, including Consumer request for Disconnection and Reconnection.
- 4.9 "Service Disconnection" means an option for Consumers who wish to have their service temporarily Disconnected. This is a one-time charge applied to the account at the time of Disconnection.
- 4.10 "Service Reconnection" means the option for Consumers to have their service turned back on after having requested for a temporary service Disconnection.

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**4.0 OTHER UTILITY CHARGES**

<b>Billing Item</b>	<b>Charge</b>	<b>Application</b>
Application Fee	\$30.00	Per new utility account – applied to account at time-of-service application; split between water and wastewater.
Arrears Fee	\$65.00	Applied to account during any instance of account being scheduled for Shut-Off due to non-payment.
Connection to Main	\$200.00Residential \$250.00Commercial & Institutional	tapping into main for new service
Interference, Tampering or Unauthorized Use Penalty	\$500.00	Per event
Late payment penalty	24% per annum (2% per month)	Applicable to outstanding balance – applied to total Utility Bill after the date due.
Meter Testing Charge	Flow through of costs + service call	per Consumer request, flow through of testing charge plus Service Call
Security Fee	Cost determined at time of Utility service application – based on Water Meter size  ½" up to 1" meter \$200.00 1.5" meter \$750.00 2" meter \$1000.00	Per new utility account, applied at time-of-service application and refunded upon service termination less any monies outstanding.
Service Calls	\$65.00 if required during regular business hours \$100.00 if required outside of regular business hours	Per hour plus any additional costs that may be incurred in attending to non-emergent issues
Service Disconnection	Service Call Charge plus \$65.00	Per request, per utility account.
Service Reconnection	Service Call Charge plus \$65.00	Per request, per utility account.

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**5.0 PENALTIES**

	1 <sup>ST</sup> OFFENCE	2 <sup>ND</sup> OFFENCE
Release of any matter not in accordance with Schedule "C"	\$500	\$1,000
Release of any matter not in accordance with Schedule "D"	\$500	\$1,000
Diluting wastewater	\$500	\$1,000
Connection of storm water, roof drains etc. to sanitary sewer	\$500	\$1,000
Tampering with manhole covers or Appurtenances	\$500	\$1,000
Cutting or tapping into Town sewers	\$500	\$1,000
Obstructing the flow of sewage	\$500	\$1,000

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## **Bylaw 2022-20 SCHEDULE “B” – PROHIBITED WASTES**

No Person will discharge directly or indirectly or deposit or cause or permit the discharge or deposit of wastewater into a sanitary sewer or municipal sewer connection or private sewer connection, to any wastewater works in circumstances where:

- (1) To do so may cause or result in:
  - (a) A health or safety hazard to a Person authorized by the ARROW UTILITIES or a Member Municipality to inspect, operate, maintain, repair, or otherwise work on a wastewater works.
  - (b) An offence under any applicable federal or provincial legislation, 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 a wastewater works, 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 wastewater works, 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 wastewater works.
  - (h) An obstruction or restriction to the flow in wastewater works.
- (2) The wastewater has two or more separate liquid layers.
- (3) The wastewater contains:
  - (a) Hazardous substances.
  - (b) Combustible liquid.
  - (c) Biomedical waste, including but not limited to 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 Group4” 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 (C.R.C., c. 666), as amended from time to time, 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.

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- (e) Dyes or colouring materials which may or could pass through a wastewater works and discolour the wastewater works effluent.
- (f) Fuel.
- (g) Ignitable waste.
- (h) Pathological waste.
- (i) PCBs.
- (j) Pesticides which are not otherwise regulated in this Bylaw.
- (k) Reactive waste.
- (l) Toxic substances which are not otherwise regulated in this Bylaw.
- (m) Waste radioactive substances in concentrations greater than those specified for release to the environment under the Nuclear Safety and Control Act and Regulations or amended versions thereof.
- (n) Solid or viscous substances in quantities or of such size to be capable of causing obstruction to the flow in a wastewater works, including but not limited to ashes, bones, cinders, sand, mud, soil, straw, shaving, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, animal parts or tissues, and paunch manure.

(4) The wastewater contains a concentration, expressed in milligrams per litre, more than any one or more of the limits in Schedule "C" 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 ARROW UTILITIES; and
- (c) All requirements of Section 13 of this Bylaw, Additional Requirements, have been fully satisfied.

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**Bylaw 2022-20 SCHEDULE “C” – RESTRICTED WASTES  
– SANITARY SEWER DISCHARGES**

1. Table A – CONVENTIONAL CONTAMINANTS

<b>Substance</b>	<b>Concentration Limit- [mg/L, except as noted]</b>
Biochemical Oxygen Demand	10,000
Chemical Oxygen Demand	20,000
Nitrogen, Total Kjeldahl	500
Oil and Grease, Total – Animal and Vegetable + Mineral and Synthetic/Petroleum Hydrocarbons	500
Phosphorus, total	200
Suspended Solids, Total	5,000

2. Table B – ORGANIC CONTAMINANTS

<b>Substance</b>	<b>Concentration Limit- [mg/L]</b>
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

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3. Table C – INORGANIC CONTAMINANTS

Substance	Concentration Limit- [mg/L]
Arsenic (As)	1.0
Cadmium (Cd)	0.10
Chlorine, Total (Cl <sub>2</sub> )	5.0
Chromium (Hexavalent) (Cr <sup>+6</sup> )	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 <sup>=</sup> )	3.0
Thallium (Tl)	1.0
Zinc (Zn)	2.0

4. 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° C

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**Bylaw 2022-20 SCHEDULE “D” – WASTEWATER  
OVERSTRENGTH LIMITS**

Concentrations that do not exceed the constituent concentration limits listed in Schedule “C” are permitted for discharge, however, they may be subject to an Overstrength Surcharge.

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