

THE TOWN OF SEXSMITH

BYLAW 1074

A Bylaw to amend Bylaw 1045  
Being the Town-Aquatera Utility Bylaw

THE MUNICIPAL COUNCIL OF THE TOWN OF SEXSMITH, IN THE PROVINCE OF ALBERTA,  
DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. Bylaw 1045 is hereby amended as follows:
  - a) Delete Schedule "D" in its entirety and replace with the attached Schedule "D".
  - b) Delete Schedule "E" in its entirety and replace with the attached Schedule "E".

2. This Bylaw shall take effect on the date it is passed.

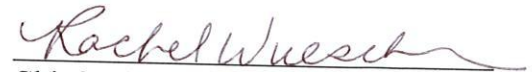
Read a first time this 15th day of January, 2024.

Read a second time this 15<sup>th</sup> day of January, 2024.

Read a third time and finally passed this 15<sup>th</sup> day of January, 2024.



\_\_\_\_\_  
Mayor

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

# TOWN OF SEXSMITH

## BYLAW 1045

### SCHEDULE "B"

#### TERMS AND CONDITIONS - WATER SERVICES

##### DEFINITIONS

###### In this Schedule:

- 1.1 "BACKFLOW PREVENTER", also referred to as a cross connection control device, means a device that prevents the flow of Water or other liquids, mixtures, or substances into the Waterworks System from any source or sources other than the intended source.
- 1.2 "BULK WATER" means Water purchased from Aquatera by a Bulk Water Outlet or at a Bulk Water Station.
- 1.3 "BULK WATER OUTLET" means a Consumer authorized solely by Aquatera as a dispenser of Bulk Water.
- 1.4 "BULK WATER STATION" means a location owned and operated by Aquatera where a Person may purchase Bulk Water.
- 1.5 "COMBINED SERVICE" means the Service Pipe used to supply Water for both Water and for fire protection purposes.
- 1.6 "COMMUNICATION WIRE" means the wire which connects a Meter to a Remote Reading Device.
- 1.7 "CROSS CONNECTION" means any existing temporary, permanent, or potential connection between any part of the Waterworks System and any other environment containing other substances in a manner, which, under any circumstances, allows or may potentially allow such substances to enter the Waterworks System.
- 1.8 "CROSS CONNECTION CONTROL POLICY" means Aquatera's policy governing Cross Connection requirements and prohibitions, and as may be amended from time to time to reflect changes to the industry standard and available on [www.aquatera.ca](http://www.aquatera.ca).
- 1.9 "DISCONTINUATION" means the physical disconnection of a Water Service Pipe from a Water Main.
- 1.10 "FIRE LINE" means a pipe that is intended solely for the purpose of providing a standby supply of Water for fire protection purposes.
- 1.11 "REMOTE READING DEVICE" means the device attached to the outside of a building or elsewhere which enables Aquatera to determine the Water consumption registered by a Meter, without entering the building in which the Meter is installed.
- 1.12 "SEAL" means a sealed wire loop that passes through an end connection and the body of a Meter or a Remote Reading Device to prevent tampering.

1.13 "SERVICE BOX" means the operating rod, casing, and extension used for the operation of a Service Valve from ground level.

1.14 "SHUT OFF" means an interruption of the supply of Water.

## **TERMS AND CONDITIONS - WATER SERVICES**

### **Water Supply Shut Off**

1. The Aquatera Manager may Shut Off the Water supply to a Consumer, provided that reasonable efforts are first used to give notice to that affected Consumer.

### **Water Supply and Pressure**

2. Aquatera does not guarantee Water pressure and may at any time, without notice, change the operating Water pressure.

3. A Consumer requiring an uninterrupted Water supply or pressure or having processes or equipment requiring Water quality of a specific standard shall provide the necessary fixtures to ensure an uninterrupted supply, pressure, or quality of Water.

### **Inspection**

4. Aquatera may inspect a Consumer's Property to conduct tests and inspections as may be required on Private Services to determine compliance with this Bylaw, and Aquatera may Shut Off the Water supply should the Consumer deny access.

### **Water Connections**

5. A Person constructing or relocating a building on Property adjacent to a Water Main after this Bylaw comes into effect shall connect the building to the Water Main.

6. If a Water Main is constructed adjacent to a Property on which a private Water system is installed, the Town, with written notification to the Aquatera Manager, may give the Owner of the Property notice to connect any building with the Water Main within a specified time. Without restricting the generality of the foregoing, it is the intent of the Town to require connection to a Water Main upon an intensification of use or development on a Property.

7. No Person shall connect a private water system to an Aquatera Service.

### **Water Use**

8. A Consumer shall:

- a) use Water for his own use and benefit;
- b) not sell Water unless he is an authorized Bulk Water Outlet;
- c) not lend, give away, or dispose of Water; and
- d) not increase Water usage above the volume agreed upon with Aquatera.

9. If a Consumer is in breach of Section 8, the Aquatera Manager may Charge for all the Water supplied to the Consumer at the current Bulk Water Rate.

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**Bulk Water**

10. Aquatera may permit Bulk Water to be provided at Bulk Water Outlets.
11. Bulk Water may be purchased at a Bulk Water Station at the current Bulk Water Rate.

**Irrigation**

12. The Aquatera Manager may regulate, restrict, or prohibit Irrigation as may be necessary, and may Shut Off the Water supply to a Consumer who contravenes this Section.
13. Any Consumer, except premises with a Dwelling Unit building, may apply to Aquatera to become an Irrigation Consumer.
14. An Irrigation Consumer shall install at his expense, a Cross Connection Control Device as required by Aquatera.

**Discharge of Water to Waste**

15. Unless authorized by the Aquatera Manager, no Person shall, for any reason, cause, permit, or allow the discharge of Water so that it runs to waste.

**Noise and Pressure Surges**

16. No Consumer shall cause, permit, or allow any apparatus, fitting or fixture to be connected to the Water supply or allow the Water supply to be operated in a manner to cause noise, pressure surges, or other disturbance which may in the opinion of the Aquatera Manager damage the Waterworks System and the Aquatera Manager may Shut Off the Water supply until the Consumer remedies the breach.

**Service Valve Operations**

17. A Service Valve may be turned on or off only when authorized by the Aquatera Manager.

**Fire Hydrants**

18. A fire hydrant may be operated only by Aquatera employees or Town Fire Department employees, or a Person authorized by the Aquatera Manager.
19. Fire hydrants shall be used only for fire protection, unless authorized by the Aquatera Manager.
20. No Person shall allow anything to be constructed, placed, erected, or planted adjacent to a fire hydrant, which may interfere with access to the hydrant, or the use, maintenance, or visibility of the hydrant.
21. If requested by a Person and approved by Aquatera and the Town, a fire hydrant on public Property may be relocated, raised, or lowered at that Person's expense.
22. Aquatera shall own, inspect, maintain, repair, and replace a fire hydrant on public Property.

**Cross Connection**

23. No Consumer shall cause, permit, or allow any pipe, fixture, fitting, container, or other apparatus to connect or to remain connected to his Water supply, which may cause Water from a source other than from Aquatera, or any deleterious liquid or substance, to enter the Waterworks System.
24. A Consumer shall install an approved Cross Connection Control Device to prevent Water in the Waterworks System to become contaminated with any deleterious liquid or substance.
25. A Consumer shall install, maintain, and test a Cross Connection Control Device on a Waterworks System connection, including a Fire Line, in compliance with Aquatera's Cross Connection Control Policy.
26. In compliance with the Cross Connection Control Policy, a Consumer shall provide Aquatera with annual testing of the Cross Connection Control Device and shall address any failed tests.
27. Aquatera may enter a Property for the purposes of inspection to determine if a situation exists where the Consumer is in breach of Section 23.
28. Should a breach of Sections 24 to 27 inclusive, be confirmed to exist, and depending on the nature of the hazard, Aquatera:
  - a) may immediately, without notice, Shut Off the Water supply; and/or
  - b) shall give notice to the Consumer to correct the situation at his expense within the time specified in the notice.
29. Should a Consumer fail to comply with the notice in Section 28 within the specified time, Aquatera may Shut Off the Water supply until the Consumer corrects the situation and the Consumer may be subject to penalties as established by this Bylaw.

**Meters**

30. All Water supplied by Aquatera through a Private Service shall be measured by a Meter and by a Remote Reading Device owned and maintained by Aquatera.
31. Aquatera, at its expense, shall supply and install a Meter that replaces an obsolete Meter.
32. Notwithstanding Section 31, any re-sizing during the replacement of obsolete Meters shall comply with this Schedule.
33. If a Consumer requests that an existing Meter be replaced with one of a different size, the Consumer shall be responsible for the cost of a new Meter as determined by Aquatera and for any plumbing modifications.
34. The Aquatera Manager may suspend a request to re-size a Meter, pending a review of the Consumer's consumption history, usage patterns and maximum flow requirements.

**Subsidiary Meter**

35. A Consumer may, for his benefit and at his cost, install a meter between the Meter supplied by Aquatera and the point of use of the Water supply.

**Disputed Meter Reading**

36. Aquatera or a Consumer may dispute a Meter reading by giving written notice to the other party. Upon receipt of such notice, Aquatera shall test or calibrate the Meter in question.
37. If a Meter is found to be accurate within 97% to 103% of the volume of Water passing through it, the Charge set out in Schedule "D" for the test or calibration, and all costs as may be associated with the disputed reading shall be borne solely by the party disputing the reading.
38. If a Meter fails to be accurate within the limits in Section 37:
- a) the Meter shall be repaired or replaced and the cost, as well as the expense of the test or calibration, shall be borne by Aquatera; and
  - b) the accounts based upon the readings of that Meter during the six (6) months immediately preceding the date of the test or calibration shall be corrected to reflect the error in the Meter
  - c) the Consumer shall pay, or be refunded, as the case may be, the amount determined; and
  - d) the adjustment shall be accepted by both Aquatera and the Consumer in full settlement of any claim arising out of the error in the Meter operation.
39. Aquatera, at its sole discretion, may re-install the Meter in question following completion of testing or calibration, and all costs shall be borne solely by the party disputing the reading.
40. Notwithstanding Section 38, if a Meter has failed to accurately record the volume of Water, the Utility Invoice for the Water consumed shall be estimated by the Aquatera Manager.

**Meter Chamber**

41. If a Property to be supplied with Water does not have an acceptable site for the installation of a Meter, the Consumer shall construct, at his expense, a container or chamber for a Meter at the Property line and shall maintain the container or chamber to Aquatera standards.

**Meter Service**

42. Aquatera shall supply only one (1) Meter for each Water service to a building.
43. If a building other than a single family residence, is to be constructed over two (2) or more Lots, a separate Water and Sanitary Sewer service and Meter is required for each portion of the building situated on a separate Lot, subject to approval of the Town and Aquatera, as may be required.
44. If a Lot with an existing building is to be subdivided, a separate Water and Sanitary Sewer service connection and Meter is required for each new Lot and portion of building, subject to approval of the Town and Aquatera, as may be required.
45. A condominium development may have a single Water and Sanitary Sewer service connection and Meter with the utility account in the name of the condominium association.

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**Meter Service Size**

46. The maximum size of a Meter shall not exceed the size of the Private Service.
47. If the Private Service is a Combined Service, the internal diameter of the Private Service branch off the Fire Line shall determine the Meter size.
48. A Meter may be installed on a Fire Line at the Consumer's expense, with prior approval of the Aquatera Manager.

**Meter Protection**

49. A Consumer shall immediately notify the Aquatera Manager of any damage to or operating irregularity of a Meter.
50. A Consumer shall ensure the Meter on his Property is adequately protected from freezing, heat and other damage or theft, and the repair or replacement of a damaged Meter shall be at the Consumer's expense should breach of this requirement occur.
51. No Consumer shall obstruct, tamper, or impede the direct, safe and convenient access to a Meter, Remote Reading Device, Communication Wire, or Seal.

**Meter Relocation**

52. An existing Meter may be relocated at the Consumer's expense, with prior written approval of the Aquatera Manager.

**Meter Reading**

53. Every Meter shall be read monthly. If a Meter cannot be read monthly, the Utility Invoice for the Water consumed shall be estimated by the Aquatera Manager.
54. Notwithstanding Section 53, every Meter must be read at least once in a three (3) month period. If a reading cannot be obtained due to the actions or inactions of the Consumer, the Aquatera Manager may Shut Off the Water supply until Aquatera is able to obtain a reading.

**Meter Bypass**

55. A Consumer with a Meter 50mm or larger may construct a bypass, at his expense and as approved by Aquatera, and further, the bypass may be opened only by Aquatera.
56. A Consumer shall be responsible for payment for Water supplied through a bypass, but not recorded on the Meter, and the Utility Invoice for the Water shall be estimated by the Aquatera Manager.
57. If a Consumer breaches Section 55 the Aquatera Manager may Shut Off the Water supply until acceptable arrangements have been made to estimate the volume of Water supplied through a bypass.

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**Meter Valves**

58. A Consumer shall supply and maintain Meter valves at his expense, on both sides of any Meter and within 300mm of any Meter.
59. The first Meter valve upstream of the Meter shall be located within the first 300mm inside a building or in an alternate location approved by the Aquatera Manager.

**Meter Remote Reading Device**

60. A Remote Reading Device shall be situated on a building to facilitate reading of the Remote Reading Device.
61. A Consumer may relocate a Remote Reading Device at his expense, with prior approval of the Aquatera Manager.

**Temporary Water Service**

62. Aquatera may install a Meter with a maximum size of 19mm to provide temporary Water services during construction and the Meter shall be in a location approved by Aquatera.
63. When a temporary Water service is required, Application for that service, shall be made in accordance with this Bylaw and the applicant shall pay Aquatera, in advance the cost of the construction and Discontinuation of the temporary Water service, as estimated by the Aquatera Manager.

**Re-use of Existing Aquatera Services**

64. An existing Aquatera Service may be used to provide service to a building constructed after the effective date of this Bylaw only with the Aquatera Manager's approval.
65. No Person shall re-use a lead Water Service Pipe to provide service.
66. Aquatera shall be responsible for all costs incurred in constructing a new Aquatera Service when the existing pipe is deemed unacceptable and no re-sizing of the pipe is required.
67. The Owner shall be responsible for all costs incurred by Aquatera for the construction of a new Aquatera Service when re-sizing of the pipe is required.
68. Re-use of a single 19mm diameter service in conjunction with the development of a duplex or semi-detached dwelling may be permitted if the Consumer can demonstrate that the necessary capacity exists to meet the fixture count Water demand and no subdivision of the Property is intended or required.



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**Discontinue Water Services**

69. When a building is to be demolished or removed from a Property, a Person shall request approval from Aquatera for the Discontinuation of Water service and shall pay the cost of the Discontinuation of the service.
70. A Water service may be temporarily Shut Off at the Property line at a cost to the Consumer and if Aquatera determines that Discontinuation is required, the Consumer shall pay an additional Charge.
71. When a Consumer requires the Water supply from the Water Main to be turned on or Shut Off at the Service Valve, Aquatera shall impose a Charge to the Consumer.

**Service Box**

72. When a building is under construction, the Service Box shall be exposed at final grade level and clearly marked with a blue wooden stake and shall be maintained and protected from damage during construction and until such time as an occupancy permit is issued.
73. Aquatera shall be notified if a Service Box is damaged prior to an occupancy permit being issued.
74. If the Water service cannot be turned on or Shut Off due to a damaged Service Box or Service Valve, Aquatera, at its expense, shall excavate to the Water Service Pipe and Discontinue the service.
75. If the installation or repair of a Private Service necessitates excavation at the Service Box, Aquatera may require replacement of the Service Box by the Owner. Aquatera shall provide a replacement Service Box at no cost if damage to the Service Box is not the fault of the Owner. The Owner shall pay the cost of installing the replacement Service Box.

**Water Service Pressure**

76. A Person installing a new Private Service shall verify that adequate Water pressure exists at the Service Valve. If Aquatera is notified at any time after the connection is made that there is a lack of pressure, and upon inspection it is confirmed that the pressure is inadequate, the Owner shall be responsible for the cost of re-excavating the Service Valve for the purposes of the inspection.

THE TOWN OF SEXSMITH  
BYLAW 1045  
SCHEDULE "C"  
CHARGES

Where Rates have not been established for a particular service, Aquatera may establish charges for services provided and all other costs or expenses incurred by Aquatera pursuant to this Bylaw. For the purposes of this schedule of services and Charges, "normal business hours" means the regular work day, Monday to Friday, excluding statutory and civic holidays.

Without limiting the generality of the foregoing, Aquatera may establish Charges for the following:

- service call during normal business hours;
- service call outside normal business hours;
- electronic location of Service Pipes on Property;
- video inspection of Service Pipes;
- clearing of blocked sewer;
- thawing of Private Service lines;
- repairs or work related to Aquatera Property where damage caused as a result of Person's action, including clearing of blocked or thawing of frozen Aquatera Services or Mains;
- supply, install, repair or replacement of Meters;
- Meter accuracy tests;
- temporary Water supply and construction Meters;
- service connections;
- Application Charges for commencement of a utility account;
- Water supply Shut Off or turn on;
- Discontinuation of services;
- utility account collection Charge;
- dishonoured payment;
- discharge of Wastewater or Interceptor material at the Wastewater System;
- lab analysis of Wastewater or Interceptor material samples;
- infrastructure Charges;
- Bulk Water;
- maintenance of private fire hydrants.

**TOWN OF SEXSMITH**

**BYLAW 1045**

**SCHEDULE "D"**

**RATES - WASTEWATER SERVICES**

<b>Consumption Rate per cubic metre (m3)</b>	<b>March 1, 2024</b>
	\$2.87
<b>Fixed Rate (based on Meter size)</b>	<b>March 1, 2024 Rate (monthly)</b>
16mm (5/8")	\$22.14
19mm (3/4")	\$33.21
25mm (1")	\$55.35
38mm (1-1/2")	\$110.70
50mm (2")	\$177.13
75mm (3")	\$387.47
100mm (4")	\$697.44
150mm (6")	\$1,549.86
200mm (8")	\$3,099.73
250mm (10")	\$4,871.00

**Franchise Fee**

1. Every Consumer shall pay a Municipal Franchise Fee of ten (10%) percent of the sum of the Consumption Rate, the Fixed Rate and any Surcharge applied as described in this Schedule.

**Overstrength Surcharge**

2. Where Aquatera has tested the discharge of Wastewater into the Sanitary Sewer Service, and found that the Wastewater exceeds the limits of B.O.D., TSS, Oil and Grease, including Hydrocarbons as provided in Schedule "B", then the Consumer shall pay the following:
  - a) a sampling and lab analysis Charge of \$115.00 per month during the period within which the Wastewater continues to be overstrength based on testing results; and,
  - b) an Overstrength Surcharge based on the amount of B.O.D., TSS, Oil and Grease, including Hydrocarbons, at the following Rates:

<b>TIER ONE</b>			<b>SURCHARGE</b>
	<b>Concentration Above</b>	<b>Concentration Below</b>	
B.O.D.	500	1,000 mg/L	\$1.04/kg
TSS	500	1,000 mg/L	\$0.99/kg
Oil and Grease	100	275 mg/L	\$0.81/kg
Inc. Hydrocarbons			
<b>TIER TWO</b>			
B.O.D.	1,000	2,000 mg/L	\$1.38/kg
TSS	1,000	2,000 mg/L	\$1.32/kg
Oil and Grease	275	450 mg/L	\$1.08/kg
Inc. Hydrocarbons			
<b>TIER THREE</b>			
B.O.D.	2,000 mg/L		\$2.08/kg
TSS	2,000 mg/L		\$1.98/kg
Oil and Grease	450 mg/L		\$1.62/kg
Inc. Hydrocarbons			

**TOWN OF SEXSMITH**

**BYLAW 1045**

**SCHEDULE "E"  
RATES - WATER SERVICES**

**RESIDENTIAL CONSUMERS**

<b>Residential Consumption Rate per cubic metre (m3)</b>	<b>March 1, 2024</b>
	\$1.94
<b>Residential Fixed Rate (based on Meter size)</b>	<b>March 1, 2024 Rate (monthly)</b>
16mm (5/8")	\$14.73
19mm (3/4")	\$22.09
25mm (1")	\$36.82
38mm (1-1/2")	\$73.64
50mm (2")	\$117.82
75mm (3")	\$257.74
100mm (4")	\$463.92
150mm (6")	\$1,030.94
200mm (8")	\$2,061.89
250mm (10")	\$3,240.11

**INDUSTRIAL, COMMERCIAL AND INSTITUTIONAL CONSUMERS**

<b>Industrial, Commercial &amp; Institutional Consumption Rate per cubic metre (m3)</b>	<b>March 1, 2024</b>
	\$2.12
<b>Industrial, Commercial &amp; Institutional Fixed Rate (based on Meter size)</b>	<b>March 1, 2024 Rate (monthly)</b>
16mm (5/8")	\$16.20
19mm (3/4")	\$24.30
25mm (1")	\$40.50
38mm (1-1/2")	\$81.00
50mm (2")	\$129.60
75mm (3")	\$283.51
100mm (4")	\$510.32
150mm (6")	\$1,134.04
200mm (8")	\$2,268.07
250mm (10")	\$3,564.12

**IRRIGATION CONSUMERS**

<b>Irrigation Consumption Rate per cubic metre (m3)</b>	<b>March 1, 2024</b>
	\$2.90
<b>Irrigation Fixed Rate (based on Meter size)</b>	<b>March 1, 2024 Rate (monthly)</b>
16mm (5/8")	\$22.10
19mm (3/4")	\$33.15
25mm (1")	\$55.24
38mm (1-1/2")	\$110.49
50mm (2")	\$176.78
75mm (3")	\$386.70
100mm (4")	\$696.06
150mm (6")	\$1,546.80
200mm (8")	\$3,093.59
250mm (10")	\$4,861.36

**Franchise Fee**

1. Every Consumer shall pay a Municipal Franchise Fee of ten percent (10%) of the sum of the Fixed Rate and consumption Rate described in this Schedule.