

VILLAGE OF IRMA

BYLAW NO. 14-01

THE PURPOSE OF THIS BYLAW OF THE VILLAGE OF IRMA IN THE PROVINCE OF ALBERTA IS TO REGULATE AND PROVIDE FOR THE SUPPLY AND COLLECTION OF WATER, WASTE WATER, AND SOLID WASTE.

PURSUANT TO THE PROVISIONS OF THE MUNICIPAL GOVERNMENT ACT, CHAPTER M-26, RSA 2000, AND AMMENDMENTS THERETO:

WHEREAS, the Village of Irma operates a municipal water supply and distribution system, a waste water collection and treatment system and a solid waste collection system; hereinafter referred to as Public Utilities and

WHEREAS, it is proper to collect rates and charges on all residents who receive public utility services provided, and to set the terms and conditions under which said services will be provided.

NOW THEREFORE, THE COUNCIL OF THE VILLAGE OF IRMA, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

1.0 TITLE AND DEFINITIONS

1.1 This bylaw shall be known as "Public Utility Bylaw".

1.2 In this Bylaw the following definitions shall apply:

"Application for Public Utilities" refers to the application a person makes to the Village of Irma for the use of the utility system.

"Bi-monthly" means every second month.

"Building Code" is in reference to the Alberta Building Code 1997 and amendments thereto or replacements.

"Council" means the Council for the Village of Irma.

"Customer" refers to any business, corporation, organization, partnership, and/or person who enters into contract with the Village for utility services or who is the legal owner or resident of a property connected to and/ or provided a utility.

"Director of Public Works" means the head of the Public Works department or any other designate.

"Financial Institution" is in reference to any bank, credit union, or trust.

"Main Line" means the main sewer line which all service lines are attached to for proper wastewater removal.

“Municipal Administrator” means the Chief Administrator of the Village of Irma or any designate.

“Owner” means the person registered as the owner of a property pursuant to the provisions of the Land Titles Act (Alberta) and shall include a person who is purchasing a property under an Agreement for Sale.

“Remote Reading Device” refers to the electronic device connected to the meter to provide readings from the outside the premise.

“Service Connection” or “Service line” means all infrastructures which are used to provide the utility service from the property line to the owner’s premise.

“Peace Officer” refers to a member of the Royal Canadian Mounted Police, or a Special Constable.

“Premise” is used in reference to any erected building.

“Utility Bills” refer to the invoice for the cost of providing the public utility to the owner.

“Wastewater” means a combination of water-carried wastes from residences, business buildings, institutions, industries and other establishments, together with such ground, surface, and storm water as may be present.

“Water” means water that is potable water.

2.0 REGULATION

2.1 The Regulation of the public utility system is under the control of the Municipal Administrator or any designate.

2.2 The Director of Public Works shall exercise their duties in regards to the public utility system placed upon him by this bylaw; or direction from the Municipal Administrator.

2.3 The Director of Public Works or designate has the authority to enter a property for the purpose of inspection, sampling, or testing to ensure this bylaw is being complied with. If an inspection discloses any omission or neglect respecting the public utility system on the service line the Director of Public works has the authority to request the owner to remedy the problem.

2.4 The Director of Public Works may enter a property which is subject to an easement in the favor of the village to inspect, observe, measure, maintain, or repair any infrastructure residing on the easement.

2.5 The Director of Public Works may shut off the water supply to an owner for any reason of necessity as long as, when practical, sufficient notice is given

3.0 VILLAGE RESPONSIBILITY AND LIABILITY

3.1 The Village does not guarantee the continuous uninterrupted supply of any public utility and reserves the right at any time to shut off such a supply where required in maintenance or operation of the public utility and the Village, its officers, employees, or agents shall not be liable for any damages of any kind due to or arising out of the failure to supply a utility.

- 3.2 All meters and metering equipment shall be owned and supplied by the village unless otherwise stated.
- 3.3 The village is responsible for the infrastructure on the service line only from the property line to the main line. From the property line to the home, building, premise or other service is the sole responsibility of the owner.

4.0 OWNER'S RESPONSIBILITY AND LIABILITY

- 4.1 The owner of the property is in charge of maintaining and replacing infrastructure from the property line to the premise.
- 4.2 If work is done on the owner's service line there must be proper building permits, if not the Director of Public Works or Municipal Administrator shall require the project to be done again with proper permits.
- 4.3 No owner shall plant deep rooted trees over either service or main water or sewer lines (including but not limited to elm, willow, and poplar).
- 4.4 If a tree on the owner's property is found to damage the village sewer lines it shall be removed at the owner's cost.
- 4.5 A blockage found in the service line is always the fault of the owner unless:
a) It is caused by a blockage on the main sewer line,
b) It is a result of roots from a tree on village property,
c) It is a result from failed infrastructure on the service line from the property line to the main line.
- 4.6 Should any blockage in the sewer works be caused by failure, omission, neglect, or on purpose by the owner they will be responsible for repair costs.

5.0 APPLICATION

- 5.1 Any customer requiring public utility services shall apply to the village and complete the utility contract.
- 5.2 The Application shall be made once the main line is connected to the service line.
- 5.3 The Utility account shall be set up in the property owner's name.
- 5.4 Every person, firm or corporation being the registered owner of a rental property, for which utility service is provided, shall be solely responsible for any utility charges to the property.
- 5.5 Applicants will be required to provide personal information for village purposes only. The information will be protected by village bylaws, policies, and the Freedom of Information Act Privacy Protection.

6.0 UTILITY CONTRACT AND BILLING

- 6.1 All utility service contracts shall pay to the Village of Irma an administration charge located on Schedule A for the purpose of setting up an account.

- 6.2 Utility bills will be sent to all subscribers of the water, wastewater, and solid waste bi-monthly.
- 6.3 Utility bills shall be due and payable within 30 days from the date of issue stated on the bill.
- 6.4 If bill remains unpaid after the stated due date a ten percent (10%) will be added to all current charges.
- 6.5 If the utility bill carries a balance onto the next utility bill:
- a) First a please remit stamp will be used
 - b) Second a notice will be sent. The notice will state that the balance remaining on the utility account will be added to the tax account.
 - c) Cycle starts again
 - d) If the owner once again misses two utility bills a letter of disconnect may be delivered then after the date listed the utilities will be turned off.
- 6.6 All outstanding Utility Bills will be added to the tax roll prior to issuance of a tax certificate.

7.0 CONDITIONS

- 7.1 If the applicant is indebted to the village for any reason the applicant will be denied service until all amounts are paid or an arrangement with the Municipal Administrator is made.

8.0 METERS

- 8.1 The Director of Public Works will read meters by-monthly to track usage for billing.
- 8.2 Each owner shall adequately protect their meter while not hindering access for the Director of Public Works.
- 8.3 No person shall tamper with a meter.
- 8.4 If the meter is found to not be working in proper order estimation will be used and no penalties will be applied until the meter is repaired.
- 8.5 Where a remote reading device is installed in addition to the main water meter, the meter shall be the official reading.

9.0 RATES

- 9.1 The village will levy the following fees on a utility bill;
- a) Water
 - b) Sewer
 - c) Up-grade charge
 - d) Garbage
- All rates can be found on Schedule A

10.0 PAYMENTS

- 10.1 Payments can be made by:
- a) Certified cheque,
 - b) Cheque,
 - c) Cash,

- d) Electronic payment, or
- e) Money orders.

10.2 If the resident is using a cheque if the cheque becomes non-sufficient funding there will be a twenty five (25) dollar administration charge.

10.3 Owners are required to pay for the public utilities, if not it is a breach of the utility contract. The late payment penalty is not to be construed as permission for the owner to make a late payment but it is a penalty for breaking the contract terms.

11.0 TERMINATION

11.1 Termination from the owner will only be accepted in writing or in person at the office.

11.2 Upon termination from the owner of utility service contract there shall be a discontinuation fee as laid out in "Schedule A".

11.3 A service which is discontinued for reason of nonpayment shall pay a service fee stated in "Schedule A".

12.0 RESTRICTION OF WATER SUPPLY

12.1 No owner shall extract or remove any water from a fire hydrant in the village without written consent from the Municipal Administrator or the Director of Public Works unless it involved Irma Fire and Rescue training or actual emergency situation.

12.2 No owner shall allow any obstruction either movable or permanent that could interfere with access or visibility to a fire hydrant.

12.3 Village council may designate by notice published in a local newspaper for two consecutive weeks before the event periods of low or no water use for the following:

- a) Vehicle washing
- b) Lawn or garden watering

12.4 The village reserves the right to further restrict water uses in drought years, or for emergency situations.

13.0 NOISE AND PRESSURE SURGES

13.1 No owner will attach an apparatus, or fixture which creates noise problem or surges for other owners.

14.0 CONTAMINATION

14.1 No owner shall cause, permit, or allow to be or remain connected to the owner's water supply system any piping, fixture, fitting, container, or other appliance which may cause water from a source other than the water utility or any other harmful liquid or substance to enter the water utility. Any owner contravening this provision will have their water turned off for Public safety.

15.0 SERVICES

15.1 Any owner having work done on their private service line for water or sewer, or their plumbing system shall comply with all Building Code practices, provincial laws, and village bylaws. Permits are a requirement.

15.2 The village reserves the right to be aware if owners are replacing their portion of the service line so the village may have the option of replacing their portion at the same time to ensure the entire line is completed properly and works effectively.

16.0 WATER SHUT OFF

16.1 If the owner makes either a written request or one in person their water may be shut off. If the village has access to the valve, decided by the Director of Public Works, the water will be shut off for a fee.

17.0 CLEANOUTS

17.1 As of 2014 any sewer line being replaced must have a cleanout added at the property line to allow for village maintenance at the village expense.

17.2 As of 2014 any sewer line being replaced must be protected by backflow from an approved valve at the owner's expense.

18.0 REGULATIONS

18.1 If a person, firm or corporation:

- a) willfully or maliciously hinders or interrupts or causes or procures to be hindered or interrupts, the village or its contractors, servants, agents, workers, or any of them in the exercise of any of powers and authorities related to public utilities;
- b) willfully or maliciously lets off or discharges a utility so that it is wasted;
- c) not being in the employment of the village and not being a member of the fire department and authorized in that behalf, willfully, opens or closes any hydrant or obstructs the free access to any hydrant stop-cock, chamber pipe or hydrant chamber by placing on it any building material, rubbish or other obstruction;
- d) Throws or deposits any injurious, noisome or offensive matter into the water or water works or on the ice in case that water is frozen or in any way fouls the water or commits any willful damage or injury to the works, pipes or water or encourages it to be done;
- e) Willfully alters a meter placed on any service pipe or connected with it inside or outside any house, building or other place so as to lessen or alter the amount of utility registered by it, unless specially authorized by the municipality for that particular purpose and occasion;
- f) lays or causes to be laid or attached any pipe or main or wire or rod to communicate with any pipe or main or wire or rod of the public utility or anyway obtains or uses any utility thereof without the consent of the village;
- g) washes or cleanses cloth, wool, leather, skin or animals or places any nuisance or offense thing within the distance of 1.6 kilometers above the source of supply for the water works, in any river, pond, creek, spring, source or fountain from which the water of the water works is obtained, or conveys, casts, throws or puts any filth, dirt, dead carcass or other noisome or offensive thing therein or within the distance as above set forth, or causes, permits or suffers the water of any sink, sewer or drain to run or to be conveyed in it or causes any thing to be done whereby the water may be in any way tainted or fouled;

SCHEDULE "A"

UTILITY CONTRACT \$10.00

WATER RATES

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|------------------------------------|-------------------------|
| 1. Single Dwelling 30 cubic meters | \$31.00 per month |
| 2. Over 30 cubic meters | \$ 1.50 per cubic meter |
| 3. Upgrade charge | \$ 5.00 per month |

SEWER RATES

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| 4. Sewer Rate | \$26.00 per month |
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GARBAGE RATES

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|-----------------|-------------------|
| 5. Garbage rate | \$16.00 per month |
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