THE TOWN OF WEMBLEY

BYLAW No. 722

A Bylaw regulating and providing for the

terms, conditions, rates and charges for the supply and

use of the Water and Wastewater Utilities

provided by Aquatera Utilities Inc.

in the Town of Wembley

PART I – ENACTMENT

WHEREAS:

A. The Town of Wembley has the authority to provide public utilities for public consumption, benefit, convenience or use;

B. The Town of Wembley has contracted with Aquatera Utilities Inc. for the provision of Water and Wastewater utilities in the Town boundaries;

C. The Town of Wembley desires to set the terms and conditions, and rates and charges, under which Water and Wastewater utility services shall be provided by Aquatera Utilities Inc.

NOW THEREFORE THE COUNCIL OF THE TOWN OF WEMBLEY, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. This Bylaw shall be called "The Town-Aquatera Utility Bylaw".

PART II – INTERPRETATION

2. In this Bylaw unless the context specifically indicates otherwise:

2.1 APPLICATION means the Application made by a Person for Utility Services in the manner prescribed by Aquatera.

2.2 AQUATERA means Aquatera Utilities Inc.

2.3 AQUATERA MANAGER means the Chief Executive Officer (CEO) of Aquatera from time to time, or the Person designated to act on his behalf.

2.4 AQUATERA SERVICE means that portion of pipes owned by Aquatera and used or intended to be used for the supply of Water or collection of Wastewater, as the context may require, and in the case of a Water service, extending from the Water Main to the Service Valve, and in the case of a Sanitary Sewer Service, extending from the Sanitary Sewer Main to the Property line.

2.5 BYLAW means this Town of Wembley Bylaw 722.

2.6 CHARGE means an amount assessed by Aquatera to a Consumer.

2.7 CONSTRUCTION MANUAL means the Standard Specifications for Construction of Municipal Improvements as revised from time to time and adopted by Aquatera.

2.8 CONSUMER means any Person who receives Aquatera Services, and where the context requires, includes any Person who applies for Utility Services.

2.9 COUNCIL means the duly elected Council of the Town of Wembley.

2.10 DESIGN MANUAL means the Standard Guidelines for Design and Development of Municipal Improvements as revised from time to time and adopted by Aquatera.

2.11 FORCE MAJEURE means events arising from acts of God, strikes, lockout, or other industrial disturbances, acts of public enemy, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, floods, earthquakes, explosions, fires, civil disturbance, mechanical breakdowns, intervention of Federal, Provincial, or Municipal government, or from any of their agencies or boards, the order or direction of any court, and any other causes whether of the kind herein enumerated or otherwise, not within the reasonable control of Aquatera and which by the exercise of reasonable diligence and at a reasonable cost Aquatera is unable to prevent or overcome.

2.12 IRRIGATION means the distribution of Water to the surface or sub-surface of lawns, gardens, and other areas situated outside buildings by pipes, hoses, sprinklers or any other method.

2.13 IRRIGATION CONSUMER means a Consumer with a separate Meter used only for Irrigation.

2.14 LOT means a Lot as defined in the *Municipal Government Act* (Alberta).

2.15 METER means any device supplied, used and owned by Aquatera for the purpose of measuring the volume of Water consumed on a Property.

2.16 MUNICIPAL TAG means a ticket alleging an offence issued pursuant to the authority of a bylaw of the Town.

2.17 NON-RESIDENTIAL CONSUMER means any Consumer who is not a Residential Consumer.

2.18 OCCUPANT means a Person that leases or occupies a Property to which Aquatera Services are provided.

2.19 OWNER means the Person registered as the Owner of a Property pursuant to the provisions of the *Land Titles Act* (Alberta).

2.20 PEACE OFFICER means a member of the Royal Canadian Mounted Police, a Peace Officer appointed pursuant to the *Peace Officer Act*, or a Bylaw Enforcement Officer.

2.21 PERSON includes any individual, partnership, firm, corporation, municipality, association, society, political, or other group, and the heirs, executors, administrators, or other legal representatives of a Person to whom the context can apply according to law unless the context explicitly or by necessary implication requires otherwise.

2.22 PRIVATE SERVICE means that portion of the pipes used or intended to be used for the supply of Water or the collection of Wastewater, as the context may require, and in the case of a Water service, extending from the downstream side of the Service Valve, including the connection to the Service Valve, to the meter, and in the case of a Sanitary Sewer Service, extending from the Property line to the building.

2.23 PROPERTY means a Lot or combination of contiguous Lots and includes any development located on the land as the context requires.

2.24 RATE means any Rate assessed by Aquatera to a Consumer pursuant to Schedules "D" and "E".

2.25 REGULATIONS means regulations pursuant to the Canadian Plumbing Code and other applicable Provincial legislation.

2.26 RESIDENTIAL CONSUMER means a Consumer of Utility Services for Residential Premises.

2.27 RESIDENTIAL PREMISES means all buildings designed, constructed, and used as living accommodations.

2.28 SANITARY SEWER MAIN means a pipe for carrying Wastewater owned by Aquatera and to which storm, surface and groundwater are not intentionally admitted.

2.29 SERVICE PIPE means the pipes used for the supply of Water which extend from the Water Main to the Meter or for the collection of Wastewater which extend from the Sanitary Sewer Main to the building.

2.30 SERVICE VALVE means the valve on an Aquatera Service that allows the Water supply from Aquatera to a Property to be turned on or off.

2.31 SPECIFIED PENALTY means a specified penalty as defined in the *Provincial Offences Procedures Act* (Alberta).

2.32 STANDARD METHODS means the analytical and examination procedures set out in the current edition of "Standard Methods for the Examination of Water and Wastewater", published jointly by the American Public Health Association, the American Water Works Association, and the Water Environment Federation.

2.33 STORM SEWER means a pipe for the collection of storm water, uncontaminated water, drainage from land or a Water Body, and excludes any Wastewater.

2.34 STREET means all those lands situated within a road plan registered pursuant to the *Land Titles Act* (Alberta).

2.35 TOWN means the municipal corporation of the Town of Wembley, or the area contained within the boundaries thereof, as the context requires.

2.36 UTILITY INVOICE means an invoice rendered to a Consumer for Rates and Charges payable pursuant to this Bylaw.

2.37 UTILITY SERVICE means:

a) the supply of Water;

b) the provision of Wastewater collection, treatment, and disposal; and

c) the provision of other Utility Services as Council may determine.

2.38 VIOLATION TICKET means a violation ticket as defined in the *Provincial Offences Procedures Act* (Alberta).

2.39 VOLUNTARY PAYMENT means a voluntary payment as defined in the *Provincial Offences Procedures Act* (Alberta).

2.40 WASTEWATER mean a combination of Water-carried wastes from any building together with storm, surface and groundwater as may be present.

2.41 WASTEWATER SYSTEM means a wastewater system as defined in the *Environmental Protection and Enhancement Act* (Alberta).

2.42 WATER means potable Water.

2.43 WATER BODY means a permanent and naturally occurring body of water, or a naturally occurring river, stream, watercourse, or lake.

2.44 WATER MAIN means those pipes installed or owned by Aquatera for the conveyance of Water to which Service Pipes may be connected.

2.45 WATERWORKS SYSTEM means a waterworks system as defined in the *Environmental Protection and Enhancement Act* (Alberta).

PART III - TERMS AND CONDITIONS – GENERAL

Management

3.1 The Town and Aquatera have entered into an agreement for Aquatera to provide certain public utilities, more specifically Water supply and Wastewater disposal, for public consumption, benefit, convenience, or use within the Town boundaries.

3.2 Aquatera shall, in accordance with the terms and conditions in this Bylaw, be responsible for the operation and management of the Waterworks System, the Wastewater System, and equipment transferred to or owned by Aquatera for:

a) the treatment, supply, and distribution of Water; and,

b) Wastewater collection, treatment, and disposal.

3.3 The Aquatera Manager may establish standards, guidelines and specifications for the design, construction and maintenance of all Wastewater Systems and Waterworks Systems required for the operation of Aquatera.

3.4 The Aquatera Manager shall exercise the powers and perform the duties with respect to Aquatera given or assigned to him by this and any other bylaw of the Town and any order, direction or agreement with the Town.

General

3.5 The terms and conditions in this Bylaw are governed by the laws of the Province of Alberta and the Federal laws of Canada applicable in the Province of Alberta. Any lawsuit arising in connection with the terms and conditions shall be brought in the courts of the Province of Alberta.

3.6 Nothing in this Bylaw relieves Aquatera, the Consumer, and any other Person from compliance with any Federal or Provincial legislation or any other bylaw of the Town.

3.7 Aquatera shall provide for construction, testing, connection and disconnection of all Utility Services in accordance with the terms and conditions, and at Rates and Charges in this Bylaw.

3.8 Aquatera may without limitation, act in response to government or civil authority directives, which may affect Utility Services. The Consumer agrees to cooperate with Aquatera in order to comply with directives.

3.9 Aquatera is not responsible for changes to the characteristics or properties of Water that may result from complying with Provincial or Federal legislation. Aquatera is not responsible for any resulting changes to any Fixture, process or production or cost impacts upon Consumers or their business as a result of such measures.

3.10 All costs of work done by Aquatera pursuant to this Bylaw may include direct and indirect engineering costs as may be incurred by Aquatera.

3.11 An Owner shall grant, at the request of Aquatera, and at the Owner's expense, such easements or rights-of-way over, upon, or under the Owner's Property as may be required for the construction, installation, maintenance, repair, inspection, and operation of a Utility Service for the Owner.

3.12 Aquatera shall remain the Owner of all Aquatera Services unless Aquatera and the Consumer have expressly agreed in writing otherwise.

3.13 Subject to Section 3.6, a Consumer and Aquatera may enter into a duly executed written agreement to waive, alter, or amend the terms and conditions.

3.14 No Person shall:

a) remove, operate, or alter any portion of Aquatera Services, except when authorized by the Aquatera Manager and the Town as may be required.

b) use the Aquatera Service in a manner that causes any interference or disturbance to any Consumer's use of the services;

c) obstruct or impede free and direct access to the Utility Services;

d) install or allow to be installed any structures that could interfere with the maintenance and operation of the Utility Services;

e) maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with the Aquatera Services; or,

f) trespass on Aquatera Property.

Utility Services

3.15 Aquatera shall endeavor to provide regular and uninterrupted operations of Utility Services. However, failures, defects, fluctuations, reductions or interruptions to the Waterworks System and Wastewater System are inherent to the normal operation of Utility Services.

3.16 Aquatera may disconnect, interrupt or reduce Utility Services at any time, with or without prior notice, subject to Section 3.17:

a) in the event of any threatened or actual danger to life or Property, or in any other similar circumstance that it determines, in its sole discretion, acting reasonably, requires such action;

b) to make repairs or improvements necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any part of the Aquatera Services;

c) to maintain the safety and reliability of the Aquatera Services;

d) due to any other reason, including non-payment of Rates and Charges, emergencies, forced outages, Force Majeure, Water shortage, or interference with the normal delivery of the Utility Service, or in any other case as may be provided for in this Bylaw.

3.17 Aquatera shall use reasonable efforts to:

a) provide notice of any reduction or interruption of Utility Services;

b) minimize interruption duration and occurrences;

c) schedule planned interruptions as much as possible at times convenient to Consumers.

3.18 Should Aquatera be unable, by Force Majeure, to carry out its obligation, wholly or in part, to supply Utility Services, that obligation shall be suspended.

3.19 In the case of extended service interruptions, Aquatera shall make reasonable efforts to supply Utility Services to Consumers through alternative means.

Liability

3.20 Aquatera shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether direct, indirect, special, or of a consequential nature except only as specifically provided for in this Section, arising out of or in any way connected with any failure, defect, fluctuation, reduction or interruption in Utility Services.

3.21 Aquatera shall be liable only for direct physical loss, injury, or damage to a Consumer or Owner, or his Property resulting from the negligent act of Aquatera, its employees or agents in the provision of Utility Services, and which liability shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of capital, and loss of use of any Utility Services or Property, or any other similar damage or loss whatsoever arising out of or in any way connected with the failure, defect, fluctuation, reduction, or interruption in Utility Services.

3.22 A Consumer may file a claim with Aquatera for direct losses, damages, expenses, charges, costs or liabilities.

3.23 All limitations, protections and exclusions of liability contained in any Provincial or Federal legislation shall be applicable to and shall benefit the Town and Aquatera jointly and severally in respect of any action brought or contemplated in respect of the Utility Services or anything else associated with this Bylaw.

Repairs

3.24 Aquatera shall maintain and repair the Aquatera Service at no charge to the Consumer except where the damage is due to Consumer negligence or intentional damage.

3.25 When Aquatera performs a repair on the Aquatera Service that affects a Consumer's Property, Aquatera shall return the Property to original or similar condition at Aquatera's cost, unless damage is due to Consumer negligence or intentional damage, in which case the costs shall be borne by the Consumer.

Maintenance

3.26 Aquatera shall install Meters less than 38mm in diameter, and shall own and maintain all Meters and measuring devices, except those installed by the Consumer for his own purposes.

3.27 Aquatera shall own and maintain the Aquatera Service at its expense.

3.28 The Owner shall own the Private Service and shall be responsible to maintain the Private Service and fixtures at his expense, except when damage is caused by an Aquatera employee, in which case the costs for repair shall be borne by Aquatera.

Rates

3.29 Aquatera may levy and Consumers shall pay for Wastewater collected by Aquatera at the Rates set forth in Schedule "D".

3.30 Aquatera may levy and Consumers shall pay for Water supplied by Aquatera as determined by a Meter reading at the Rates set forth in Schedule "E".

Groundwater Wells

3.31 Once a Property is connected to an Aquatera Service, any groundwater wells utilized for potable water situated within the Property must be permanently disconnected so as to not supply water to the Aquatera Service.

Inspections

3.32 An Aquatera employee may enter a Property to inspect the Private Services and Meters, which may include observation, measurement, sampling, or testing, in accordance with this Bylaw.

3.33 Should an inspection identify failure, omission, or neglect respecting the Private Services and Meters on the Property or disclose any defect in the location, construction, design, or maintenance of any Private Service and Meter or connection, the Consumer or Owner shall be notified in writing, and the notice shall include a reasonable time to remedy any deficiencies as identified by Aquatera.

3.34 Failure or refusal by the Consumer or Owner to allow an Aquatera employee to enter a Property for the purposes of an inspection as per Section 3.32, may result in a discontinuance or denial of Utility Services by Aquatera.

Service Connections

3.35 Each Aquatera Service shall be constructed by Aquatera at the expense of the Owner benefited by the Service.

3.36 Application for connection of Water or Sanitary Sewer Service to a Property shall be made in the manner prescribed by Aquatera and shall be accompanied by a site plan.

Services Calls

3.37 Prior to Aquatera doing any service repairs at a Consumer's request, the Person requesting the service call shall sign a service call log authorizing Aquatera to make the necessary repairs and invoice the cost.

3.38 When a Consumer requests a service call and Aquatera is unable to enter the Property for any reason, the Consumer shall pay the applicable service call charge.

Application for Services

3.39 A Person requesting Utility Services shall apply to Aquatera for a utility account, in the manner prescribed by Aquatera, providing information required and paying the Application Charge, and any deposit as may be required, pursuant to Section 3.47 below.

3.40 Aquatera may establish procedures for the creation of a contract for Utility Services.

3.41 Aquatera shall set up a utility account in the name of the applicant, provided the applicant is:

a) the Owner or an agent of the Owner;

b) the Occupant;

c) the general contractor, in the case of a building under construction; or

d) in any other instance, as may be approved by the Aquatera Manager.

3.42 Notwithstanding Section 3.41, Aquatera at its sole discretion may require a utility account to be in the name of the Owner of the Property.

3.43 A Consumer may transfer or assign a utility account only with prior approval of the Aquatera Manager.

3.44 A Consumer shall provide two (2) business days' notice to Aquatera to close a utility account.

3.45 A separate utility account shall be set up for each Meter located on a Property.

3.46 This Bylaw shall apply to a Person when one or more of the following has occurred:

a) the Person's Application for the supply of Utility Services has been approved;

b) the payment by a Person of a Utility Invoice for Rates or Charges;

c) the Person receives Utility Services from Aquatera.

Account Deposits and Interest

3.47 A Consumer shall pay a deposit as follows:

a) Residential Consumer – $200.00 per utility account or the amount estimated by the Aquatera Manager to be the cost and supply of Utility Services to the Property over a three (3) month period, whichever is greater.

b) Non-Residential Consumer – $300.00 per utility account or the amount estimated by the Aquatera Manager to be the cost and supply of the Utility Services to the Property over a three (3) month period, whichever is greater.

c) Irrigation Consumer – $300.00 per utility account or the amount estimated by the Aquatera Manager to be the cost and supply of Utility Services to the Property over a three (3) month period, whichever is greater.

3.48 Notwithstanding Section 3.47:

a) A Person attempting to open a new utility account who is indebted to Aquatera for Utility Services previously supplied shall not be allowed to make Application, or be entitled to receive Utility Services, until the outstanding account is paid in full and any deposit required is paid by the Person;

b) A Consumer opening a new utility account due to a change of residence within the Town shall be charged the same deposit as set out in Section 3.47, unless waived as set out below;

c) The Aquatera Manager may waive the deposit for a Residential Consumer who has been established for the prior continuous twelve (12) months and the Consumer's utility account has been maintained in good standing;

d) The Aquatera Manager may waive the deposit for a Non-residential or Irrigation Consumer who has been established for the prior continuous twenty-four (24) months and the Consumer's utility account has been maintained in good standing;

e) If a Consumer has an existing utility account that is not in arrears, and for which no deposit is being held, and Application is made for another Utility Service in the same name and of the same type, the Aquatera Manager may waive the deposit.

3.49 Notwithstanding Sections 3.47 and 3.48, if

a) payment of a Utility Invoice is in arrears;

b) a Utility Service to a Property has been Shut Off for non-payment of a Utility Invoice;

c) a payment has been dishonoured;

d) the Consumer is not an Occupant of a Property or the general contractor and he wishes to set up a utility account in a name other than that of the Owner; or

e) a Consumer's previous utility account or other current utility account has not been maintained in good standing;

then the Consumer may be required to pay an additional deposit equal to the amount estimated by the Aquatera Manager to be the cost and supply of Utility Services to the Property over a three (3) month period and pay any arrears of a Utility Invoice.

3.50 Notwithstanding Sections 3.47, 3.48, and 3.49, the Aquatera Manager may enter into payment arrangements with a Consumer.

3.51 Interest shall be paid to the Consumer at the rate of one percent (1%) per annum, on a deposit calculated from the date of payment of the deposit to the date that the deposit is refunded or applied to the utility account.

3.52 A deposit shall be refunded or applied as a credit to a Utility Invoice, together with interest as provided in Section 3.51 if the:

a) Residential Consumer has paid all Utility Invoices rendered on or before the due dates for twelve (12) consecutive months;

b) Non-residential or Irrigation Consumer has paid all Utility Invoices rendered on or before the due dates for twenty-four (24) consecutive months;

c) utility account is closed, and any outstanding Utility Invoices are deducted.

Account Payment and Closure

3.53 A Utility Invoice is due and payable when rendered and, if not paid on or before the due date stated on the invoice, is deemed to be in arrears, and a late payment charge of three percent (3%) of the current invoice shall be added. Failure to receive a Utility Invoice does not relieve a Consumer of liability for payment.

3.54 The Aquatera Manager may waive any late payment charge, or portion thereof, imposed or levied under this Bylaw if, in his opinion the waiver is fair and equitable.

3.55 If a Consumer partially pays a Utility Invoice, all monies paid shall, notwithstanding any contrary direction by the Consumer, be applied towards payment of the amount due from the Consumer in the following order:

a) deposits;

b) late payment charges;

c) arrears of Rates and Charges for all Utility Services;

d) current Rates and Charges for all Utility Services.

3.56 When a Consumer gives notice to Aquatera that his account is to be closed, Aquatera shall obtain a final reading of a Meter within two (2) business days and the Consumer shall be liable for and pay for all services supplied up to and including the time of the reading. Aquatera may base the final Charge for service on an estimated Meter reading which shall be prorated from the time of the actual Meter reading.

3.57 If any Rate or Charge for the provision of Utility Services is designated by reference to a specific period of time, the charge for a lesser period of time shall be prorated.

3.58 If a Consumer is in arrears in payment of any Rates or Charges levied, the Aquatera Manager may enforce payment by all or any of the following:

a) shutting off or discontinuing the Utility Service being supplied to the Consumer; or

b) action in any court of competent jurisdiction.

3.59 If pursuant to Section 3.58 the Aquatera Manager determines that a Utility Service should be Shut Off, an Aquatera employee may enter the Property where the Aquatera Service is located to Shut Off the Service.

Extension of Service Area

3.60 Subject to the provisions of this Bylaw, Aquatera shall provide Utility Services within the boundaries of the Town as follows:

a) Aquatera shall provide Utility Services to those areas of the Town as may be agreed by the Town and Aquatera;

b) When the Town authorizes new development or subdivision of Property that requires Utility Services, the Town shall require the Owner, as a condition of subdivision or

development approval, to construct at the Owner's expense, Water and Sanitary Sewer Mains as may be required, Service Pipes and related appurtenances. It shall be the Owner's responsibility that construction of the above complies with the standards established by the Town and the Construction Manual. Upon the Owner obtaining from the Town construction completion certificates for the completed construction, Aquatera shall provide Utility Services according to the terms and conditions of this Bylaw and upon payment by the Owner or Consumer of the applicable Rates and Charges;

c) Aquatera may agree to supply Utility Services to Property that has not previously been serviced, in the absence of new development or subdivision, and the Consumer shall construct or pay for the construction of the Service Pipes in accordance with the Design Manual and the Construction Manual;

d) Aquatera may reserve the right to refuse the supply of Utility Services in situations where there may be concerns respecting the capacity, safe operation, or damage to Utility Services, or the ability of the Consumer, Owner, or Aquatera to comply with this Bylaw or applicable Federal, Provincial or Municipal legislation or Regulations.

PART IV - TERMS AND CONDITIONS - WASTEWATER SERVICES

4.1 The terms and conditions for the provision of Wastewater services are set out in Schedule "A".

PART V - TERMS AND CONDITIONS - WATER SUPPLY

5.1 The terms and conditions for the provision of Water services are set out in Schedule "B".

PART VI - CHARGES FOR SERVICES

6.1 Aquatera may impose Charges and Consumers shall pay for services as set out in Schedule "C".

PART VII – PENALTIES

7.1 A Person who violates, contravenes or breaches any provision of this Bylaw is guilty of an offence.

7.2 A Person who is guilty of an offence is liable to a fine in an amount not less than that established in this Bylaw, and not exceeding $10,000, and to imprisonment for not more than six (6) months for non-payment of a fine.

7.3 The following fine amounts are established for use on Municipal Tags and Violation Tickets if a Voluntary Payment option is offered:

a) $2,500 for any offence under Sections 22, 30, 33, 34, 35, and 36, in Schedule A;

b) $7,500 for any offence under Sections 1, 23, and 28, in Schedule A;

c) $5,000 for any offence for which a fine is not otherwise established in this Bylaw.

7.4 If a Municipal Tag is issued in respect of an offence, the Municipal Tag must specify the fine amount established in this Bylaw for the offence.

7.5 A Person who commits an offence may, if a Municipal Tag is issued in respect of the offence, pay the fine amount established by this Bylaw for the offence and if the amount is paid on or before the required date, the Person shall not be prosecuted for the offence.

7.6 A fine of not less than $1,000 and not more than $10,000 is established for use on Municipal Tags and Violation Tickets if a Voluntary Payment option is offered.

7.7 If a Violation Ticket is issued in respect of an offence, the Violation Ticket may specify the fine amount established by this Bylaw for the offence, or may require the Person charged to appear in court without the alternative of making a Voluntary Payment.

7.8 A Person who commits an offence may, if a Violation Ticket is issued in respect of the offence, and if the Violation Ticket specifies the fine amount established by this Bylaw for the offence, make a Voluntary Payment equal to the specified fine.

7.9 In the case of an offence that is of a continuing nature, a contravention of a provision of this Bylaw constitutes a separate offence in respect of each day, or part of a day, on which the contravention continues, and a Person guilty of an offence is liable to a fine in an amount not less than that established by this Bylaw for each day.

7.10 For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed also to be an act or omission of the Person if the act or omission occurred in the course of the employee's employment with the Person, or in the course of the agent exercising the powers or performing the duties on behalf of the Person under their agency relationship.

7.11 When a corporation commits an offence under this Bylaw, every principal, director, manager, employee, or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence whether or not the corporation has been prosecuted for the offence.

PART VIII – GENERAL PROVISIONS

8.1 In the event any portion of this Bylaw is found invalid by a Court of Law or is overturned by a superior jurisdiction, the validity of the remaining portions of this Bylaw shall not be affected.

8.2 Words used in the present tense include the other tenses and derivative forms. Words used in the singular include the plural and vice versa. Words used in the masculine include the feminine. A word or expression and grammatical forms of the same word or expression have corresponding meanings. Headings are provided for reference purposes only.

PART IX - EFFECTIVE DATE

9.1 This Bylaw shall come into effect on July 1, 2019

9.2 Bylaw 718 is hereby repealed.

READ a first time this 27th day of May 2019

READ a second time this 27th day of May 2019

READ a third time and finally passed this 27th day of May 2019

MAYOR, Chris Turnmire

CAO, Noreen Zhang

TOWN OF WEMBLEY

BYLAW NO. 722

SCHEDULE "A"

TERMS AND CONDITIONS - WASTEWATER SERVICES

DEFINITIONS

In this Schedule,

1.1 ASHES means the residue from any substance after combustion and includes partially burnt wood, charcoal or coal.

1.2 B.O.D. (denoting STANDARD BIOCHEMICAL OXYGEN DEMAND) means the quantity of oxygen utilized in the biochemical oxidation of the organic matter in Wastewater under standard laboratory procedure over a period of five (5) days at a constant temperature of 20°C, expressed in milligrams per litre.

1.3 BUILDING DRAIN means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes within a building and conveys it to the point of connection with the Private Service.

1.4 CONTROL MANHOLE means a manhole situated over a Private Service for observation, sampling and measurement of Wastewater.

1.5 DENTAL AMALGAM means a dental filling material consisting of an amalgam of mercury, silver and other materials such as copper, tin or zinc.

1.6 FIXTURE means a receptacle, appliance, apparatus or other device that discharges Wastewater or unpolluted water waste and includes a Floor Drain.

1.7 FLOOR DRAIN means a Fixture used to receive Water from the floor of a building.

1.8 HYDROCARBONS mean solvent extractable matter as described in the Standard Methods.

1.9 INDUSTRIAL WASTE means the Water-carried liquid waste from industrial processes, such as dairies, breweries, packing plants, and similar processes.

1.10 INTERCEPTOR means a receptacle that is installed to prevent oil, grease, sand, Dental Amalgam, or other materials from passing into a drainage system.

1.11 LIME SLURRY means a mixture of lime and water resulting in a pH in excess of 10, or suspended solids in excess of 1000 milligrams per litre.

1.12 OIL AND GREASE means n-Hexane extractable organic matter as described in the Standard Methods.

1.13 OVERSTRENGTH SURCHARGE means the Rate of cubic metre of Water consumed and charged to a Consumer who releases Wastewater to the Sanitary Sewer Service that exceeds one or more constituent concentrations.

1.14 pH means the measure of the intensity of the acid or alkaline condition of a solution determined by the hydrogen ion concentration of the solution as set out in the Standard Methods.

1.15 POLLUTED WASTE means material or Wastewater contaminated with wastes in excess of that permitted in this Bylaw.

1.16 TSS (denoting TOTAL SUSPENDED SOLIDS) means solids that either float on the surface of, or are in suspension in, water, Wastewater or other liquid, and which are removable by laboratory filtering.

TERMS AND CONDITIONS – WASTEWATER SERVICES

Restricted Discharge

1. No Person shall discharge any Wastewater into:

   a) any Storm Sewer or Water Body within the Town;
   b) the Wastewater System except with a connection approved under this Bylaw and the Regulations.

2. No Person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, subsurface drainage, or Water into a Sanitary Sewer Main.

3. Notwithstanding Section 2, the Aquatera Manager may approve discharge of storm water, surface water, groundwater, roof runoff, subsurface drainage, or Water into a Sanitary Sewer Main where exceptional conditions exist and Aquatera shall levy the Rate specified in Schedule "D" for the volume of Water measured or estimated by the Aquatera Manager to have been discharged into the Sanitary Sewer Main.

Connection to Sanitary Sewer Main

4. The Owner of any building located on Property adjacent to a Sanitary Sewer Main may request that the building be connected with the Sanitary Sewer Main.

5. If a Sanitary Sewer Main is constructed adjacent to a Property on which a private Wastewater disposal system is installed, the Town, with written notification to the Aquatera Manager, may give written notice to the Owner to connect with the Sanitary Sewer Main within a specified time.

6. If notice is issued pursuant to Section 5, the private Wastewater disposal system shall be abandoned, in accordance with the Regulations at the Owner's expense, and as may be approved by the Town.

Service Connections

7. When a Private Service connection is abandoned, the Owner shall at his expense, block the connection at the Property line. Abandonment of Private Service connections must be inspected and approved by Aquatera and the Town as may be required, prior to backfill.

8. A separate Service Pipe shall be provided for every building requiring a service under the Alberta Building Code and the Regulations.

9. Notwithstanding Section 8, if a new building is constructed on the same Property as an existing building and it is not practicable to construct a separate sewer to the new building, the existing Private Service may be extended to the new building, subject to approval by the Town and Aquatera.

10. Any Person who seeks to make a new connection to an existing Aquatera Service shall obtain written approval from the Aquatera Manager.

11. Aquatera shall be responsible for all costs incurred in constructing a new Aquatera Service if the existing pipe is deemed unacceptable for reuse, and upsizing of the pipe is not required.

12. The Owner shall be responsible for all costs incurred by Aquatera in constructing a new Aquatera Service where upsizing of the existing pipe is required as determined by the Aquatera Manager in his sole discretion.

13. The Owner shall be responsible for all costs incurred by Aquatera in constructing a new Aquatera Service to properties that were not previously serviced or where additional Aquatera Services are required.

14. The construction of the Aquatera Service shall conform to the requirements in the Design Manual and the Construction Manual.

15. In the absence of applicable provisions in the Regulations, the materials and procedures set forth in standards published by the American Society of Testing and Materials, the Canadian Standards Association and American Water Works Association shall apply.

16. In a building where the Building Drain is too low to permit gravity flow to the Aquatera Service, the Wastewater shall be lifted and discharged to the Private Service as approved by Aquatera and at the Owner's expense.

17. All excavations as may be required under this Bylaw shall be guarded with barricades, lights and other warning devices in a manner satisfactory to the Town and the Aquatera Manager.

18. Streets, parklands, and other public Property disturbed during excavation shall be restored in a manner satisfactory to the Town and the Aquatera Manager.

Clearing Tree Roots

19. Clearing tree roots infesting a Private Service shall be the responsibility of the Person who maintains the affected portion of the Private Service.

20. The proximity of trees contributing to the root infestation in a Private Service shall have no bearing on the responsibility of a Person to clear the root infestation.

21. Where a dispute exists as to the responsibility for Wastewater Service Pipe failure or blockage, a video inspection or an electronic line location may be performed to determine the location of the problem. All costs associated with the inspection or location shall be borne by the Person responsible for maintaining that portion of the Private Service where the problem is found to exist.

Wastewater Treatment

22. Any Person delivering Wastewater or Interceptor material for treatment shall:

    a) apply for and receive a Treatment Facilities Waste Manifest issued by Aquatera;
    b) comply with Aquatera requirements;

    and the Wastewater or Interceptor material may be subject to inspection, sampling or analysis, and Aquatera may assess Charges for lab analysis of samples.

Wastewater Discharge Prohibitions

23. No Person shall discharge, or cause or permit to be discharged, any of the following into any Sanitary Sewer Main:

    a) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive substance;

    b) A toxic or poisonous substance in sufficient quantity to interfere with any Wastewater treatment process or constitute a hazard to Aquatera structures, equipment, and personnel;

    c) Having a pH in excess of 9.5 or lower than 5.5, or having other corrosive properties that may constitute a hazard to Aquatera structures, equipment, and personnel;

    d) Any Ashes, cinders, wood, wood-shavings, sawdust, rags, sand, mud, straw, metal, glass, fiberglass, plastics, eggshells, feathers, paper other than toilet paper, or other solids;

    e) Animal carcasses, parts, or wastes including those from tanning operations;

    f) Any liquid or vapour having a temperature higher than 65°C:

    g) Any Wastewater containing more than four hundred and fifty (450) mg/L Oil and Grease, whether emulsified or not, or containing substances which may solidify or become viscous at temperatures between 0°C and 65°C;

    h) Wastewater containing substances exceeding any of the following concentrations:

Antimony	1.0 mg/L	Manganese	1.0 mg/L
Arsenic	1.0 mg/L	Mercury	0.1 mg/L
Barium	3.0 mg/L	Molybdenum	5.0 mg/L
Benzene	0.5 mg/L	Nickel	0.5 mg/L

Boron	1.0 mg/L	Nitrogen, Total Kjeldahl	50 mg/L
Cadmium	0.05 mg/L	Phenolic Compounds	0.1 mg/L
Chlorinated Hydrocarbons	0.02 mg/L	Selenium	1.0 mg/L
Chromium	1.0 mg/L	Silver	1.0 mg/L
Cobalt	5.0 mg/L	Sulphide	1.0 mg/L
Copper	0.5 mg/L	Toluene	0.5 mg/L
Cyanide	1.0 mg/L	Total Hydrocarbons $_{(C6\text{-}C30)}$	100 mg/L
Ethyl Benzene	0.5 mg/L	Total Pesticides	0.1 mg/L
Formaldehyde	100 mg/L	Xylene	0.5 mg/L
Lead	1.0 mg/L	Zinc	1.0 mg/L

i) Pollutants other than those listed in Section 23(h) prohibited from being discharged under any Provincial or Federal legislation;

j) Any substance which is or may become harmful to any recipient Water Body or collection system or part thereof or shall cause a violation or non-compliance event in the Code of Practice for Wastewater Systems Using a Wastewater Lagoon;

k) Any Wastewater containing a substance, including hydrogen sulphide, carbon disulphide or other reduced sulphur compounds, but not including domestic Wastewater which by itself or in combination with other substances is capable of creating odours;

l) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Aquatera Manager in compliance with Provincial and Federal legislation, or other agencies having jurisdiction;

m) Any Wastewater containing more than 500 mg/L B.O.D.;

n) Waste which contains, exerts, or causes:

.1) unusual concentration of inert suspended solids, including but not limited to Fullers earth, Lime Slurry and residues, or dissolved solids, including but not limited to sodium chloride and sodium sulphate;

.2) excessive discoloration, including but not limited to dye, wastes, and vegetable tanning solutions;

.3) unusual B.O.D., chemical oxygen demand, or chlorine requirements in such quantities which may in the opinion of the Aquatera Manager constitute a significant load on the Wastewater System; and

.4) unusual volume of flow or concentration of Wastewater;

o) Wastewater containing substances which are not amenable to treatment or reduction by the Wastewater treatment processes employed by Aquatera, or are amenable to

treatment only to such degree that the Wastewater System discharge cannot meet the requirements of Provincial and Federal legislation, or other agencies having jurisdiction;

p) Wastewater having two or more separate liquid layers;

q) Wastewater containing biomedical wastes, PCBs, or any other waste, which in the opinion of the Aquatera Manager:
.1) is or may become harmful to the Wastewater System and recipient Water Body;
.2) may interfere with the proper operation of the Wastewater System; and,
.3) may become a hazard to Persons, Property or animals.

24. No Person shall discharge or permit the discharge of Wastewater into a Sanitary Sewer Service where Water has been added to the discharge for the purposes of dilution to achieve compliance with Section 23 of this Schedule.

25. If, in the opinion of the Aquatera Manager, any Wastewater proposed to be discharged to a Sanitary Sewer Main contains any substance listed in Section 23 and which would have a deleterious effect upon the Wastewater System, or create a hazard to life or constitute a public nuisance, the Aquatera Manager may:

a) Reject the Wastewater;
b) Require pre-treatment to an acceptable condition for discharge;
c) Require control over the quantities and rates of discharge; and/or
d) Require payment by the Owner or Occupant to cover the added cost of handling and treating the waste not covered by existing Wastewater service Charges under the provisions of this Bylaw.

26. The Aquatera Manager may permit the pre-treatment or equalization of waste flows.

27. The design, installation, maintenance, and operation of the plants and equipment required to comply with Section 26 shall be at the cost of the Owner and subject to the approval of the Aquatera Manager, and to the requirements of Provincial and Federal legislation, and other agencies having jurisdiction.

28. Any Industrial Waste or Polluted Waste that does not meet the requirements of this Schedule shall not be discharged into the Sanitary Sewer Main.

29. A Person who releases Wastewater containing concentrations exceeding 500 mg/L of TSS, 500 mg/L of B.O.D., or 100 mg/L of Oil and Grease, including Hydrocarbons, shall be assessed a surcharge calculated as per Schedule “D”.

Interceptors

30. Interceptors shall be installed for the collection of grease, oil, mud, and Dental Amalgam, at the Owner’s expense, for all commercial garages, restaurants, dental offices, automotive service stations, and vehicle and equipment washing establishments, and for other similar businesses when required by the Regulations or, when Interceptors are necessary in the opinion of the Aquatera Manager to protect the Sanitary Sewer Main and for the proper handling of liquid

wastes containing grease in excessive amounts, Dental Amalgam, or any flammable wastes, sand, mud, or other similar substances.

31. All Interceptors shall comply with the Regulations and shall be located readily and easily accessible for cleaning and inspection, and shall be maintained in a satisfactory condition and effective operation by the Owner at his expense.

32. All Interceptors shall be connected to the Sanitary Sewer Main unless the Aquatera Manager approves an alternate solution.

33. A Control Manhole is required when an Interceptor is installed, as per Section 30 above, as part of any commercial or industrial building constructed after the effective date of this Bylaw.

34. Residential garages with Floor Drains connected to the Sanitary Sewer Main shall have a mud Interceptor of sufficient size and design to effectively trap solids, in compliance with the Regulations, and the Owner shall retain documentation for at least two years confirming clean-out of the Interceptor.

35. No Person shall use enzymes, bacteria, solvents, hot Water or other agents to facilitate passage of Oil and Grease, including Hydrocarbons through an Interceptor.

36. No Person shall deposit, cause, or allow Interceptor residue to enter the Sanitary Sewer Main.

Control Manhole

37. If a Control Manhole does not exist on a Property prior to the effective date of this Bylaw, the Control Manhole for that Property shall be deemed to be the manhole in the Sanitary Sewer Main which is downstream and nearest to the point at which the Private Service for the Property is connected to the Sanitary Sewer Main.

38. Aquatera may require the Owner of a Non-residential Property with a Private Service connection to install and maintain at his expense a Control Manhole on the Property in accordance with the Construction Manual.

Sampling

39. All sampling, measurements, tests, and analysis of the characteristics of Wastewater as may be required under this Bylaw shall be determined in accordance with the Standard Methods.

40. The Aquatera Manager may take and analyze samples of the Wastewater from any Property to determine if concentrations of deleterious substances prohibited under this Bylaw or other applicable legislation are being discharged, and a record of each sample and analysis shall be maintained.

41. The Aquatera Manager may take and analyze samples of Wastewater from any Property over a period of time which, in his opinion, is sufficient to determine the quality of the average Wastewater under normal conditions.

Wastewater Surcharge

42. Aquatera may assess a surcharge to the Consumer for Wastewater as provided in Schedule "D" when the concentration of Wastewater samples exceeds any or all of the limits identified in Section 29.

43. If the Consumer who is Charged a Wastewater Surcharge is of the opinion that the concentration of the Wastewater discharge has been reduced from that shown in a previous sample made by the Aquatera Manager, the Consumer may request additional sampling at his expense.

44. Notwithstanding the prohibitions in this Schedule, Aquatera may accept Polluted Waste of unusual strength or characteristic for treatment, subject to the Person requesting treatment entering into an agreement with Aquatera.

TOWN OF WEMBLEY

BYLAW NO. 722

SCHEDULE "B"

TERMS AND CONDITIONS - WATER SERVICES

DEFINITIONS

In this Schedule,

1.1 BULK WATER means Water purchased from Aquatera by a Bulk Water Outlet or at a Bulk Water Station.

1.2 BULK WATER OUTLET means a Consumer authorized solely by Aquatera as a dispenser of Bulk Water.

1.3 BULK WATER STATION means a location owned and operated by Aquatera where a Person may purchase Bulk Water.

1.4 COMBINED SERVICE means the Service Pipe used to supply Water for both Water and fire protection.

1.5 COMMUNICATION WIRE means the wire which connects a Meter to a Remote Reading Device.

1.6 DISCONTINUATION means the physical disconnection of a Water Service Pipe from a Water Main.

1.7 FIRE LINE means a pipe that is intended solely for the purpose of providing a standby supply of Water for fire protection purposes.

1.8 REMOTE READING DEVICE means the device which enables Aquatera to determine Water consumption registered by a Meter, without entering the building in which the Meter is installed.

1.9 SEAL means a sealed wire loop that passes through an end connection and the body of a Meter or Remote Reading Device to prevent tampering.

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

1.11 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 for any reason considered appropriate and for a length of time as necessary, provided that reasonable efforts are used to give notice to an 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 that requires 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 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 the consent of 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.

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.

Discharge of Water to Waste

13. 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

14. 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.

Valve Operations

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

Fire Hydrants

16. A fire hydrant may be operated only by Town or Aquatera employees.

17. Fire hydrants shall be used only for fire protection, unless authorized by the Aquatera Manager.

18. No Person shall allow anything to be constructed, placed, erected, or planted adjacent to a fire hydrant, which may interfere with access to, use, maintenance, or visibility of the hydrant.

19. 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.

20. Aquatera shall own, inspect, maintain, repair, and replace a fire hydrant on public Property.

Contamination Prohibited

21. No Consumer shall cause, permit or allow any pipe, Fixture, fitting, container or other apparatus to remain connected to his water supply, which may cause water from a source other than Aquatera, or any deleterious liquid or substance, to enter the Waterworks System.

22. Aquatera may enter the Property for the purposes of inspection to determine if a situation exists where the Consumer is in breach of Section 21.

23. Should a breach of Section 21 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 issue a compliance order to the Consumer to correct the situation and comply within a specified time.

24. Should a Consumer fail to comply with the order as noted in Section 23 within the specified time, Aquatera may Shut Off the water supply until the Consumer corrects the situation at his expense.

Meters

25. All water supplied by Aquatera through a Private Service shall be measured by a Meter and Remote Reading Device owned and maintained by Aquatera.

26. Aquatera, at its expense, shall supply and install a Meter that replaces an obsolete Meter.

27. Notwithstanding Section 26, any re-sizing during the replacement of obsolete Meters shall comply with this Schedule.

28. 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 any plumbing modifications.

29. The Aquatera Manager may suspend a request to re-size a Meter, pending a review of consumption history, usage patterns and maximum flow requirements.

Subsidiary Meter

30. 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

31. Aquatera or a Consumer may dispute a Meter reading by giving written notice to the other party. Upon receipt of notice, Aquatera shall test or calibrate the Meter in question.

32. If the Meter is found to be accurate within 97% to 103% of the volume of Water passing through it, the Charge for the test or calibration shall be borne by the party disputing the reading.

33. If the Meter fails to be accurate within the limits noted in Section 32:

    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 and the Consumer shall pay, or be refunded, as the case may be, the amount determined, and 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.

34. Notwithstanding Section 33, 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

35. 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

36. Aquatera shall supply only one Meter for each Water service to a building.

37. If a building other than a single family residence is to be constructed over two 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 the approval of the Town and Aquatera as may be required.

38. 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.

39. 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.

Meter Service Size

40. The maximum size of the Meter shall not exceed the size of the Private Service.

41. 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.

42. A Meter may be installed on a Fire Line at the Consumer's expense, with prior approval of the Aquatera Manager.

Meter Protection

43. A Consumer shall immediately notify the Aquatera Manager of any damage to or operating irregularity of a Meter.

44. 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.

45. No Consumer shall obstruct, tamper, or impede direct, safe and convenient access to a Meter, Remote Reading Device, Communication Wire, or Seal.

Meter Relocation

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

Meter Reading

47. 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.

48. Notwithstanding Section 47, every Meter must be read at least once in a three (3) month period and if a reading cannot be obtained due to 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

49. 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.

50. 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.

51. If a Consumer breaches Section 49 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.

Meter Valves

52. A Consumer shall supply and maintain meter valves at his expense, on both sides of and within 300mm of any Meter.

53. 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

54. A Remote Reading Device shall be located on a building to facilitate reading of the Remote Reading Device.

55. A Consumer may relocate a Remote Reading Device at his expense, with prior approval of the Aquatera Manager.

Temporary Water Service

56. 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.

57. When a temporary Water service is required, Application shall be made in accordance with this Bylaw and the applicant shall pay Aquatera in advance the cost of its construction and Discontinuation as estimated by the Aquatera Manager.

Re-use of Existing Aquatera Services

58. 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.

59. No Person shall re-use a lead Water Service Pipe to provide service.

60. 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.

61. 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.

62. 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.

Discontinue Water Service

63. When a building is to be demolished or removed from a Property, a Person shall request approval from Aquatera to Discontinue Water service and shall pay the cost to Discontinue the service.

64. 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.

65. When a Consumer requires the Water supply from the Water Main to be turned on or off at the Service Valve, Aquatera shall impose a Charge to the Consumer.

Service Box

66. 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.

67. Aquatera shall be notified if a Service Box is damaged prior to an occupancy permit being issued.

68. 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.

69. 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

70. 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 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 WEMBLEY

BYLAW NO. 722

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 workday, 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;

THE TOWN OF WEMBLEY

BYLAW NO. 722

SCHEDULE "D"

RATES - WASTEWATER SERVICES

Consumption Rate per cubic metre (m3)	July 1, 2019	January 1, 2020
	$1.770	$2.142
Fixed Rate (based on Meter size)	July 1, 2019 Rate (monthly)	January 1, 2020 Rate (monthly)
16mm (5/8")	$13.18	$15.95
19mm (3/4")	$19.77	$23.93
25mm (1")	$32.95	$39.88
38mm (1-1/2")	$65.90	$79.75
50mm (2")	$105.44	$127.60
75mm (3")	$230.65	$279.13
100mm (4")	$415.17	$502.43
150mm (6")	$922.60	$1,116.50
200mm (8")	$1,845.20	$2,233.00
250mm (10")	$2,899.60	$3,509.00

Franchise Fee

1. Every Consumer shall pay a Municipal Franchise Fee of ten percent (10%) 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 pursuant to Schedule "A", 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:

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

THE TOWN OF WEMBLEY

BYLAW 722

SCHEDULE "E"

RATES - WATER SERVICES

RESIDENTIAL CONSUMERS

Residential Consumption Rate, per cubic metre (m3)	July 1, 2019	January 1, 2020
	$1.576	$1.615
Residential Fixed Rate (based on Meter size)	July 1, 2019 Rate (monthly)	January 1, 2020 Rate (monthly)
16mm (5/8")	$11.61	$11.90
19mm (3/4")	$17.42	$17.85
25mm (1")	$29.03	$29.75
38mm (1-1/2")	$58.05	$59.50
50mm (2")	$92.88	$95.20
75mm (3")	$203.18	$208.25
100mm (4")	$365.72	$374.85
150mm (6")	$812.70	$833.00
200mm (8")	$1,625.40	$1,666.00
250mm (10")	$2,554.20	$2,618.00

NON-RESIDENTIAL CONSUMERS

Non-residential Consumption Rate, per cubic metre (m3)	July 1, 2019	January 1, 2020
	$1.733	$1.776
Non-residential Fixed Rate (based on Meter size)	July 1, 2019 Rate (monthly)	January 1, 2020Rate (monthly)
16mm (5/8”)	$12.77	$13.09
19mm (3/4")	$19.16	$19.64
25mm (1")	$31.93	$32.73
38mm (1-1/2")	$63.85	$65.45
50mm (2")	$102.16	$104.72
75mm (3")	$223.48	$229.08
100mm (4")	$402.26	$412.34
150mm (6")	$893.90	$916.30
200mm (8")	$1,787.80	$1,832.60
250mm (10")	$2,809.40	$2,879.80

IRRIGATION CONSUMERS

Irrigation Consumption Rate, per cubic metre (m3)	July 1, 2019	January 1, 2020
	$2.365	$2.424
Irrigation Fixed Rate (based on Meter size)	July 1, 2019 Rate (monthly)	January 1, 2020 Rate (monthly)
16mm (5/8”)	$12.77	$13.09
19mm (3/4")	$19.16	$19.64
25mm (1")	$31.93	$32.73
38mm (1-1/2")	$63.85	$65.45
50mm (2")	$102.16	$104.72
75mm (3")	$223.48	$229.08
100mm (4")	$402.26	$412.34
150mm (6")	$893.90	$916.30
200mm (8")	$1,787.80	$1,832.60
250mm (10")	$2,809.40	$2,879.80

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 as described in this Schedule.