

**CITY OF GRANDE PRAIRIE**

**OFFICE CONSOLIDATION**

**BYLAW C-1365**

**A Bylaw regulating and providing for the terms,  
conditions, rates and charges for the supply and use  
of the Water, Wastewater and Solid Waste Utility Services  
provided by Aquatera Utilities Inc.  
in the City of Grande Prairie**

**(As Amended by Bylaw C-1365A, C-1365B and C-1365C)**

**PART I - ENACTMENT**

**WHEREAS**, pursuant to Section 7, Municipal Government Act, RSA 2000, Chapter M-26, the City of Grande Prairie may pass bylaws respecting public utilities; and

- A. Has the authority to provide public utilities for public consumption, benefit, convenience or use;
- B. Has contracted with Aquatera Utilities Inc., for the provision of Water, Wastewater and Solid Waste Utility Services in the City;
- C. Desires to set the terms and conditions, and rates and charges under which Water, Wastewater, and Solid Waste Utility Services shall be provided by Aquatera Utilities Inc.;
- D. May pass bylaws for municipal purposes respecting the enforcement of bylaws made under this or any other enactment, including the creation of offences; and
- E. May pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property, and respecting services provided by or on behalf of the municipality.

**(Bylaw C-1365C - April 18, 2022)**

**NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CITY OF GRANDE PRAIRIE, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:**

- 1. This Bylaw shall be called “The City - 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 a Utility Service 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.

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- 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 City of Grande Prairie Bylaw C-1365 and its Schedules.
- 2.6 “CHARGE” means an amount assessed by Aquatera to a Consumer.
- 2.7 “CITY” means the municipal corporation of the City of Grande Prairie, or the area contained within the boundaries thereof, as the context requires.
- 2.8 “CITY MANAGER” means the Chief Administrative officer for the City within the meaning of the *Municipal Government Act* (Alberta).
- 2.9 “CONSTRUCTION MANUAL” means the Standard Specifications for Construction of Municipal Improvements as revised from time to time and adopted by Aquatera.
- 2.10 “CONSUMER” means any Person who receives a Utility Service from Aquatera, and where the context requires, includes a Person who applies for a Utility Service.
- 2.11 “COUNCIL” means the duly elected Council of the City of Grande Prairie.
- 2.12 “DESIGN MANUAL” means the Standard Guidelines for Design and Development of Municipal Improvements as revised from time to time and adopted by Aquatera.
- 2.13 “DISPOSE” means the act of discarding, abandoning, disposal, doing away with, dropping, or throwing out.
- 2.14 “DISPOSAL SITE” means the Aquatera landfill site and any other lands used by Aquatera from time to time to Dispose of Acceptable Solid Waste and Acceptable Recyclables.
- 2.15 “DWELLING UNIT” means any building occupied or used as living quarters by not more than three (3) families, and does not include a Manufactured Home Community, Institutional Premises, Lodges, or Mixed Use Development.
- 2.16 “ECO CENTRE” means the depot for Acceptable Recyclables in the City.
- 2.17 “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.

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- 2.18 “INDUSTRIAL, COMMERCIAL, AND INSTITUTIONAL CONSUMER” means any Consumer who is not a Residential Consumer.
- 2.19 “INSTITUTIONAL PREMISES” means hospitals, schools, care centres, correctional centres and similar institutions.
- 2.20 “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.
- 2.21 “IRRIGATION CONSUMER” means any Consumer with a separate Meter used only for Irrigation.
- 2.22 “LODGE” means a Lodge accommodation as defined in the *Alberta Housing Act* (Alberta).
- 2.23 “LOT” means a lot as defined in the *Municipal Government Act* (Alberta).
- 2.24 “MANUFACTURED HOME COMMUNITY” means a development on a site under single ownership designed to accommodate numerous manufactured homes on leased units in a community setting.
- 2.25 “METER” means any device supplied, used and owned by Aquatera for the purpose of measuring the volume of Water consumed on a Property.
- 2.26 “MIXED USE DEVELOPMENT” means a development that is designed to accommodate more than one (1) type of use on a single site, which includes Residential Premises.
- 2.27 “MUNICIPAL TAG” means a tag or ticket where a Person alleged to have committed a breach of a provision of this Bylaw is given an opportunity to pay a Voluntary Penalty to the City in lieu of prosecution for the alleged breach.
- (Bylaw C-1365C - April 18, 2022)**
- 2.28 “OCCUPANT” means a Person that leases or occupies a Property to which Aquatera Utility Services are provided.
- 2.29 “OWNER” means the Person registered as the owner of a Property pursuant to the provisions of the *Land Titles Act* (Alberta).
- 2.30 “PEACE OFFICER” means a member of the Royal Canadian Mounted Police, a Peace Officer appointed pursuant to the *Peace Officer Act* (Alberta), or a Bylaw Enforcement Officer.
- 2.31 “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.

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- 2.32 “PRIVATE SERVICE” means that portion of 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.
- 2.33 “PROPERTY” means a Lot or combination of contiguous Lots and includes any development located on the land as the context requires.
- 2.34 “RATE” means any rate assessed by Aquatera to a Consumer as provided in Schedules “E”, “F”, and “G”.
- 2.35 “REGULATIONS” means regulations made pursuant to the Canadian Plumbing Code and other applicable regulations made under Alberta legislation.
- 2.36 “RESIDENTIAL CONSUMER” means a Consumer of a Utility Service for Residential Premises.
- 2.37 “RESIDENTIAL PREMISES” means all buildings designed, constructed, and used as living accommodations including Dwelling Units, Manufactured Home Communities, Lodges, and Mixed Use Development.
- 2.38 “SANITARY SEWER MAIN” means a pipe owned by Aquatera and used or intended to be used for carrying Wastewater and to which storm water, surface water and groundwater are not intentionally admitted.
- 2.39 “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.
- 2.40 “SERVICE VALVE” means the valve on an Aquatera Service that is located so that the Water supply from Aquatera to a Property can be turned on or off.
- 2.41 “SOLID WASTE” means any waste as set out in the *Environmental Protection and Enhancement Act* (Alberta) and regulations, with the exception that it shall not include liquid materials which are prohibited waste for the Disposal Site.
- 2.42 “SOLID WASTE REDUCTION SERVICE” means services designed to reduce the amount of materials entering the Solid Waste disposal stream, and to reduce the volume and weight of disposal of materials at a Disposal Site.
- 2.43 “SPECIFIED PENALTY” means a specified penalty as defined in the *Provincial Offences Procedures Act* (Alberta).
- 2.44 “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.

- 2.45 “STORM SEWER” means a pipe for the collection of storm water, uncontaminated water, drainage from land or a Water Body, and which excludes the collection of any Wastewater.
- 2.46 “STREET” means all those lands situated within a road plan registered pursuant to the *Land Titles Act* (Alberta).
- 2.47 “UTILITY INVOICE” means an invoice prepared for a Consumer that provides a statement of Rates and Charges payable by that Consumer pursuant to this Bylaw.
- 2.48 “UTILITY SERVICE” means:
- a) the supply of Water;
  - b) the provision of Wastewater collection, treatment, and disposal;
  - c) the provision of Solid Waste services including collection and disposal of Solid Waste from Dwelling Units;
  - d) the provision of Solid Waste Reduction Services; and
  - e) the provision of other utility services as Council may determine.
- 2.48.1 “VEHICLE” means:
- a) a car, truck, motor home, boat, all-terrain vehicle, motorcycle, snowmobile or other device which is or may be propelled by a motor; and
  - b) a holiday trailer, trailer, camper, non-power boat or other device which may be towed behind another Vehicle; but
  - c) does not include a bicycle or drone.
- (Bylaw C-1365C - April 18, 2022)**
- 2.49 “VIOLATION TICKET” means a violation ticket as defined in the *Provincial Offences Procedures Act* (Alberta).
- 2.50 “VOLUNTARY PAYMENT” means a voluntary payment as defined in the *Provincial Offences Procedures Act* (Alberta).
- 2.50.1 “VOLUNTARY PENALTY” means a penalty specified in Schedule “J” of this Bylaw for a contravention of a provision of this Bylaw which amount may be paid by the Person to whom a Municipal Tag is issued, in lieu of prosecution.
- (Bylaw C-1365C - April 18, 2022)**
- 2.51 “WASTE MANAGEMENT FACILITY” means a Waste Management Facility as defined in the *Environmental Protection and Enhancement Act* (Alberta) and regulations.
- 2.52 “WASTEWATER” means a combination of water-carried wastes from any building, together with storm water, surface water and groundwater as may be present.
- (Bylaw C-1365C - April 18, 2022)**
- 2.53 “WASTEWATER SYSTEM” means a Wastewater System as defined in the *Environmental Protection and Enhancement Act* (Alberta) and regulations.
- 2.54 “WATER” means potable Water as defined in the *Environmental Protection and Enhancement Act* (Alberta).
- (Bylaw C-1365C - April 18, 2022)**

- 2.55 “WATER BODY” means a permanent and naturally occurring body of water, or a naturally occurring river, stream, watercourse, or lake.
- 2.56 “WATER MAIN” means those pipes installed or owned by Aquatera for the conveyance of Water to which Service Pipes may be connected.
- 2.57 “WATERWORKS SYSTEM” means a Waterworks System as defined in the *Environmental Protection and Enhancement Act* (Alberta) and regulations.

### **PART III - TERMS AND CONDITIONS - GENERAL**

#### **Management**

- 3.1 The City and Aquatera have entered into an agreement for Aquatera to be the sole provider of certain public utilities, more specifically Water supply, Wastewater disposal and Solid Waste utility services, for public consumption, benefit, convenience, or use within the City 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, the Waste Management Facility, and equipment transferred to or owned by Aquatera for the:
- a) treatment, supply, and distribution of Water;
  - b) Wastewater collection, treatment, and disposal;
  - c) Solid Waste collection and disposal from Dwelling Units within areas of the City in which collection services are available and provided by Aquatera;
  - d) provision of Solid Waste Reduction Services; and
  - e) operation and management of Disposal Sites and Eco Centres.
- 3.3 The Aquatera Manager may establish standards, guidelines and specifications for the design, construction and maintenance of all Wastewater Systems, Waterworks Systems, and Waste Management Facilities 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/her by this Bylaw and by any other Bylaw of the City, as well as by any order from the City, any direction of the City or any agreement made with the City.

#### **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 of this Bylaw shall be brought in the courts of the Province of Alberta.
- 3.6 Nothing in this Bylaw relieves Aquatera, the Consumer, or any other Person from compliance with any Federal or Provincial legislation or with any other Bylaw of the City.
- 3.7 Aquatera shall provide for construction, testing, connection, and disconnection of all Utility Services in accordance with the terms and conditions of this Bylaw and at Rates and Charges set out in this Bylaw.

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- 3.8 Aquatera may without limitation, act in response to government or civil authority directives, which may affect a Utility Service. The Consumer agrees to cooperate with Aquatera in order to comply with such 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 businesses as a result of such measures.
- 3.10 All costs of work done pursuant to this Bylaw may include any direct and indirect engineering costs that 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 for the provision of a Utility Service.
- 3.14 No Person shall:
- a) remove, operate, or alter any portion of any Aquatera Services, except when authorized by the Aquatera Manager and the City as may be required;
  - b) use any Aquatera Service in a manner that causes any interference or disturbance to any Consumer's use of the Utility Services;
  - c) obstruct or impede free and direct access to the Utility Services or to any Aquatera Service;
  - 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, Wastewater System, and the Waste Management Facility 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 Aquatera 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; or
- 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 prior notice of any reduction or interruption of a Utility Service;
- b) minimize interruption duration and occurrences; or
- c) schedule planned interruptions as much as possible at times convenient to Consumers.

3.18 Should Aquatera be unable, due to any event arising from a Force Majeure, to carry out its obligation, to supply a Utility Service either wholly or in part, Aquatera's obligation to do so shall be suspended.

3.19 In the case of extended service interruptions, Aquatera shall make reasonable efforts to supply Utility Services to Consumers using 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 the provision of a Utility Service.

3.21 Aquatera shall be liable only for direct physical loss, injury, or damage to a Consumer or an Owner, or to the Property of a Consumer or an Owner 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, 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 or an Owner 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 City 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 or the Owner except where the damage to the Aquatera Service is due to Consumer or Owner negligence or intentional damage.

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

### **Maintenance**

- 3.26 Aquatera shall install Meters less than 38mm in diameter, and Aquatera shall own and maintain all Meters, except those installed by a Consumer or an Owner 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 any damage is caused by an Aquatera employee, in which case the costs for the repair shall be borne by Aquatera.

### **Rates**

- 3.29 Aquatera may levy and Consumers shall pay for Solid Waste services and Solid Waste Reduction Services at the Rates as provided in Schedule "E".
- 3.30 Aquatera may levy and Consumers shall pay for Wastewater collected by Aquatera at the Rates as provided in Schedule "F".
- 3.31 Aquatera may levy and Consumers shall pay for Water supplied by Aquatera as determined by a Meter reading at the Rates as provided in Schedule "G".

### **Groundwater Wells**

- 3.32 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 that such wells do not supply water to the Aquatera Service.

### **Solid Waste Disposal at Disposal Site**

- 3.33 All Solid Waste shall be removed to and disposed of at the Disposal Site, and no Person shall dispose of Solid Waste collected from any Property in the City except at the Disposal Site.

### **Inspections**

- 3.34 An Aquatera employee may enter a Property to inspect the Private Services and any Meter, which may include observation, measurement, sampling, or testing, in accordance with this Bylaw.
- 3.35 Should an inspection identify any 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, 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.

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- 3.36 Failure or refusal by the Consumer or Owner to allow an Aquatera employee to enter a Property for the purposes of an inspection under Section 3.35, may result in a discontinuance or denial of Utility Services by Aquatera.

### Service Connections

- 3.37 Each Aquatera Service shall be constructed by Aquatera at the expense of the Owner benefited by the service.
- 3.38 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.

### Service Calls

- 3.39 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 to invoice the Consumer for the cost.
- 3.40 When a Consumer requests a service call and Aquatera is unable to enter the Property for any reason, the Consumer shall still be required to pay the applicable service call charge.

### Application for Services

- 3.41 A Person requesting Utility Services shall apply to Aquatera for a utility account, in the manner prescribed by Aquatera, by providing information required and paying the application charge, and any deposit that may be required, subject to Section 3.49.
- 3.42 Aquatera may establish procedures for the creation of a contract for Utility Services.
- 3.43 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.
- 3.44 Notwithstanding Section 3.43, Aquatera at its sole discretion may require a utility account to be in the name of the Owner of the Property.
- 3.45 A Consumer may transfer or assign a Utility account only with approval of the Aquatera Manager.  
**(Bylaw C-1365C - April 18, 2022)**
- 3.46 A Consumer shall provide two (2) business days' notice to Aquatera to close a utility account.
- 3.47 A separate utility account shall be set up for each Meter located on a Property.
- 3.48 This Bylaw shall apply to a Person when one (1) 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; or
  - c) the Person receives Utility Services from Aquatera.

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**Account Deposits and Interest**

- 3.49 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) Industrial, Commercial, and Institutional 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; or
  - 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.
- 3.50 Notwithstanding Section 3.49:
- a) a Person who wants to open a new utility account and who is indebted to Aquatera for Utility Services previously supplied by Aquatera shall not be allowed to make an 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 City shall be charged the same deposit subject to Section 3.49 unless the deposit is 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 if that Residential Consumer's utility account has been maintained in good standing;
  - d) the Aquatera Manager may waive the deposit for an Industrial, Commercial, and Institutional Consumer, or an 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; or
  - e) if a Consumer has an existing utility account that is not in arrears, and for which no deposit is being held, and an Application is made for another Utility Service in the same name and of the same type, the Aquatera Manager may waive the deposit.
- 3.51 Notwithstanding Sections 3.49 and 3.50, 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 the Consumer wishes to set up a utility account for that Property in a name other than that of the Owner of the Property; 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 to pay any arrears of a Utility Invoice.
- 3.52 Notwithstanding Sections 3.49, 3.50, and 3.51, the Aquatera Manager may enter into any payment arrangements with a Consumer.

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- 3.53 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.
- 3.54 A deposit shall be refunded or applied as a credit to a Utility Invoice, together with the interest as provided in Section 3.53 if the:
- a) Residential Consumer has paid all Utility Invoices rendered on or before the due dates for the previous twelve (12) consecutive months;
  - b) Industrial, Commercial, and Institutional Consumer, or the Irrigation Consumer has paid all Utility Invoices rendered on or before the due dates for the previous twenty-four (24) consecutive months; or
  - c) utility account is closed, and any outstanding Utility Invoices are deducted from the deposit.

### **Account Payment and Closure**

- 3.55 A Utility Invoice is due and payable when rendered and, if not paid on or before the due date stated on the Utility Invoice, is deemed to be in arrears, and a late payment charge of three percent (3%) of the current Utility Invoice shall be added. Failure to receive a Utility Invoice does not relieve a Consumer of liability for its payment.
- 3.56 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.
- 3.57 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 owing for Rates and Charges for all Utility Services; and
  - d) current Rates and Charges owing for all Utility Services.
- 3.58 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 shall pay for all services supplied up to and including the time of the Meter reading. Aquatera may base the final Charge for Utility Service on an estimated Meter reading which shall be prorated from the time of the actual Meter reading.
- 3.59 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.
- 3.60 If a Consumer is in arrears for 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; and/or
  - b) commencing an action in any court of competent jurisdiction.

- 3.61 If pursuant to Section 3.60, 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. No Person shall interfere with or attempt to obstruct an Aquatera employee attempting to shut off the Service. Failure to allow entry, interference with or attempting to obstruct shut off is an offence.

**(Bylaw C-1365C - April 18, 2022)**

### **Extension of Service Area**

- 3.62 Subject to the provisions of this Bylaw, Aquatera shall provide Utility Services within the boundaries of the City as follows:
- a) Aquatera shall provide Utility Services to those areas of the City as may be agreed by the City and Aquatera;
  - b) When the City authorizes new development or subdivision of Property that requires Utility Services, the City shall require the Owner, as a condition of subdivision or development approval, to construct at the Owner's expense, Water Mains and Sanitary Sewer Mains as may be required, Service Pipes and related appurtenances. It shall be the Owner's responsibility to ensure that construction of the above complies with the standards established by the City and the Construction Manual. Upon the Owner obtaining from the City 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 provide Solid Waste collection services and Solid Waste Reduction Services to Residential Premises when occupied, according to the terms and conditions of this Bylaw and upon payment of the applicable Rates and Charges;
  - d) 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 Owner shall construct or pay for the construction of the Service Pipes in accordance with the Design Manual and the Construction Manual; and
  - e) 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 with applicable Federal, Provincial, or Municipal legislation or regulations.

### **PART IV - TERMS AND CONDITIONS - SOLID WASTE SERVICES**

- 4.1 The terms and conditions for the provision of Solid Waste collection services and Solid Waste Reduction Services as provided in Schedule "A".

### **PART V - TERMS AND CONDITIONS - WASTEWATER SERVICES**

- 5.1 The Terms and Conditions for the provision of Wastewater services as provided in Schedule "B".

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

- 6.1 The Terms and Conditions for the provision of Water services as provided in Schedule "C".

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**PART VII - CHARGES FOR UTILITY SERVICES**

7.1 Aquatera may impose Charges and Consumers shall pay for services as provided in Schedule “D”.

**PART VIII - RATE ADJUSTMENTS FOR UTILITY SERVICES**

8.1 On or before October 31<sup>st</sup> of the year prior to contemplating Rate adjustments for the provision of Utility Services, Aquatera shall request feedback from the City, via the City Manager, regarding the upcoming business plan and any associated Rate changes.

**PART IX - ENFORCEMENT**

9.1 Any Person who contravenes any provision or requirement of this Bylaw is guilty of an offence and is liable for, and subject to the fines prescribed in Schedule “J”.

**(Bylaw C-1365C - April 18, 2022)**

9.2 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, during which the contravention continues, and a Person who is found guilty of an offence is liable to a fine in an amount not less than that established by this Bylaw for each separate offence.

9.3 A Person who is guilty of an offence is liable:

- a) to a fine as prescribed in Schedule “J” of this Bylaw; or
- b) on summary conviction, to a fine not exceeding \$10,000.00 or to an order of imprisonment for not more than one (1) year or both.

**(Bylaw C-1365C - April 18, 2022)**

9.4 A Peace Officer may issue a Municipal Tag, violation ticket or summons pursuant to the *Provincial Offences Procedure Act*, to a Person who contravenes a provision of this Bylaw.

**(Bylaw C-1365C - April 18, 2022)**

9.5 Service of a Municipal Tag shall be completed if it is.

- a) personally served;
- b) attached to any Vehicle with respect of an offence alleged to have been committed in relation to that Vehicle;
- c) sent by ordinary mail to the residence of the registered owner of a Vehicle; or
- d) left for the defendant, at their residence with an occupant of the residence who appears to be at least eighteen (18) years of age.

**(Bylaw C-1365C - April 18, 2022)**

9.6 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 that Person, or in the course of the agent exercising the powers or performing the duties on behalf of that Person under their agency relationship.

9.7 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.

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**PART X - GENERAL PROVISIONS**

- 10.1 In the event any portion of this Bylaw is found invalid in a Court of Law or is overturned by a superior jurisdiction, that portion of this Bylaw shall be severed or amended as necessary and the validity of the remaining portions of this Bylaw shall not be affected.
- 10.2 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 XI - REPEAL**

- 11.1 Bylaw C-1139 and all amendments are hereby repealed

**PART XII - EFFECTIVE DATE**

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

**READ** a first time this 18 day of December, 2017.

**READ** a second time this 18 day of December, 2017.

**READ** a third time and finally passed this 18 day of December, 2017.

“B. Walker” (signed)

Mayor

“T. Williams” (signed)

Legislative Services Manager

**CITY OF GRANDE PRAIRIE**

**BYLAW C-1365**

**SCHEDULE “A”**

**TERMS AND CONDITIONS - SOLID WASTE SERVICES**

**(Bylaw C-1365C - April 18, 2022)**

**DEFINITIONS**

**In this Schedule:**

- 1.1 “ACCEPTABLE COLLECTABLE CURBSIDE RECYCLABLES” means any product listed in Schedule “I” which is contained in a Blue Bag and which may be collected curbside.
- 1.2 “ACCEPTABLE RECYCLABLES” means any product listed in Schedule “H” which may be Disposed of at the Eco Centre or the Disposal Site.
- 1.3 “ACCEPTABLE SOLID WASTE” means any Solid Waste which may be Disposed of at the Disposal Site.
- 1.4 “BAG” means a plastic bag typically used to Dispose of Collectable Solid Waste, equal to or less than 0.66 m wide and 1.0 m high.
- 1.5 “BAG TAG” means a sticker purchased from Aquatera for the removal of Collectable Solid Waste exceeding the standard collection service level.
- 1.6 “BLUE BAG” means a blue transparent plastic bag utilized for the collection of Acceptable Collectable Curbside Recyclables.
- 1.7 “BIOMEDICAL WASTE” means waste that contains or may contain pathogenic agents that may cause disease in humans exposed to the waste, and is defined in the *Environmental Protection and Enhancement Act* (Alberta) and regulations.
- 1.8 “COLLECTABLE SOLID WASTE” means all waste generated by or from Dwelling Units which is acceptable for disposal at the Disposal Site.
- 1.9 “COLLECTION CONTRACTOR” means the Person with whom Aquatera may contract for the purpose of collecting Acceptable Solid Waste from Dwelling Units.
- 1.10 “COLLECTION DAY” means the day or days designated by the Aquatera Manager for waste removal from a particular area of the City.
- 1.11 “COLLECTION POINT” means the curb side directly in front of a Dwelling Unit, or alternate location as designated by the Aquatera Manager.
- 1.12 “COMMERCIAL WASTE CONTAINER” means a container constructed in accordance with the Alberta Fire Code regulations which can be emptied mechanically into a motor vehicle.

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- 1.13 "CURBSIDE RECYCLING" means a single stream recycling program that collects Acceptable Collectable Curbside Recyclable materials from Residential Premises and Multi-Family Residential Buildings, placed in a Blue Bag. The materials may be left in a Blue Bag to be picked up by a Curbside Recycling Collection Contractor.
- 1.14 "CURBSIDE RECYCLING COLLECTION CONTRACTOR" means the Person with whom Aquatera may contract for the purpose of collecting, processing, and marketing of Acceptable Collectable Curbside Recyclables.
- 1.15 "GARBAGE CART" means a cart supplied by Aquatera intended for automated collection of Acceptable Solid Waste from Dwelling Units.
- 1.16 "HAZARDOUS WASTE" means any:
- a) hazardous chemical as defined by the *Environmental Protection and Enhancement Act* (Alberta) and regulations;
  - b) waste which contains a nuclear substance as defined by the *Nuclear Safety and Control Act* (Canada) and regulations;
  - c) waste which contains trichlorophenol, tetrachlorophenol, pentachlorophenol, free cyanides or polychlorinated biphenyls;
  - d) liquid waste which contains arsenic, cadmium, chromium, lead, mercury, nickel, selenium or thallium concentrations of 1.0 mg/L or more;
  - e) liquid waste which contains an organic solvent in concentrations of 1000 mg /k or more;
  - f) pesticides, herbicides, explosives, quick lime, sewage sludge, septic tank pumpings, oil, combustible liquids, batteries, poisons, acids, caustics;
  - g) containers used to transport any such waste; and
  - h) any other waste which presents disposal problem for reasons of health or safety, as determined by the Aquatera Manager.
- 1.17 "MULTI-FAMILY RESIDENTIAL BUILDING" means one (1) building containing four (4) or more Dwelling Units.
- 1.18 "NON-ACCEPTABLE SOLID WASTE" means waste which cannot be accepted at the Disposal Site including, but not limited to, Hazardous Waste, Biomedical Waste, oilfield waste, liquid waste, manure, radioactive waste, and any other waste deemed by Aquatera as unacceptable for disposal.
- 1.19 "NON-COLLECTABLE RECYCLABLE" means any product not listed in Schedule "I".
- 1.20 "NON-COLLECTABLE SOLID WASTE" means any Solid Waste generated by or from Dwelling Units which is Non-Acceptable Solid Waste and any waste not packaged in accordance with this Bylaw and other Solid Waste including motorized equipment or portions thereof, vehicles or portions thereof, animal carcasses or portions thereof, furniture, appliances, tree trunks, manure, dirt, rocks, yard waste, and lumber.
- 1.21 "RURAL SERVICE AREA" means those annexed lands to which the Lieutenant Governor in Council's Order 296/2015 refer.
- 1.22 "TRANSFER STATION" means a site where Acceptable Recyclables are collected and sorted for processing.

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- 1.23 "WORKING FACE" means that portion of the active Disposal Site where Acceptable Solid Waste is deposited, spread, and compacted.

## **TERM AND CONDITIONS - SOLID WASTE SERVICES**

### **General**

1. Solid Waste may be collected, stored, Disposed of or managed only in compliance with this Bylaw.
2. Aquatera shall provide for the collection and disposal of Collectable Solid Waste and Acceptable Collectable Curbside Recyclables in the City in accordance with this Bylaw.
3. No Person shall provide Solid Waste collection and Disposal, and Curbside Recycling from Dwelling Units in the City except in accordance with this Bylaw.
4. Notwithstanding Sections 2 and 3, the City may authorize alternate practices and procedures for Solid Waste collection and Disposal, and Curbside Recycling Collection in the Rural Service Area.
5. The Collectable Solid Waste and Acceptable Collectable Curbside Recyclables are deemed to have been abandoned by the Consumer placing the material for collection.
6. No Person shall scavenge, rummage, or remove material from Garbage Carts, Blue Bags, Commercial Waste Containers, any Collection Point, or from the Eco Centre.
7. A Residential Consumer shall use the Garbage Cart supplied by Aquatera for Collectable Solid Waste.
8. The Aquatera Manager shall specify the quantities and types of Acceptable Solid Waste eligible for collection or disposal in accordance with the current operating authority.

### **Standard Collection Services Level**

9. The standard collection service level for Collectable Solid Waste for each Dwelling Unit is once a week pick up, at a day and time determined by Aquatera, of one (1) Garbage Cart, containing bagged Collectible Solid Waste and weighing 90 kg or less.
10. Collectable Solid Waste exceeding the standard collection service level shall be placed in a Bag with a Bag Tag visibly affixed and Aquatera or the Collection Contractor shall not collect any Bags that do not display a Bag Tag.
11. A Consumer is responsible for the disposal of any Collectable Solid Waste exceeding the standard collection service level, excepting any Bags with a Bag Tag affixed which are placed at the Collection Point.
12. The standard collection service level for Acceptable Collectable Curbside Recyclables for each Dwelling Unit, Multi-Family Residential Building, and Lodges is once a week pick up at a day and time determined by Aquatera.

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13. A Person shall be responsible to Dispose of any Non-Collectable Solid Waste and any Non-Collectable Recyclables generated from a Property at an appropriate Waste Management Facility.

### **Garage Carts**

14. Aquatera shall provide one (1) Garbage Cart to each Dwelling Unit where automated collection is available.
15. A Consumer shall place a Garbage Cart at the Collection Point with the Garbage Cart handles facing the Dwelling Unit with one (1.0) metre clearance to facilitate automated collection.
16. Only Collectable Solid Waste and Acceptable Collectable Curbside Recyclables shall be placed at a Collection Point.
17. A Garbage Cart and Blue Bags shall be set out for collection no earlier than 4:00 pm the day prior to the scheduled Collection Day and the Garbage Cart shall be returned to private property within twenty-four (24) hours of being emptied.

### **Blue Bags**

18. Acceptable Collectable Curbside Recyclables must be contained within a Blue Bag, weighing 30 kg or less.
19. An unlimited number of Blue Bags containing Acceptable Collectable Curbside Recyclables may be placed at a Collection Point.

### **Collection Point**

20. All material situated within three (3) metres of a Collection Point which appears to be Acceptable Collectable Curbside Recyclables may be collected and Disposed of by Aquatera or the Curbside Recycling Collection Contractor.
21. Aquatera or the Curbside Recycling Collection Contractor is not obligated to collect any materials situated more than three (3) meters from a Collection Point.

### **Industrial, Commercial and Institutional Premises**

22. Aquatera is not obligated to collect Solid Waste from Industrial, Commercial, and Institutional Premises or building projects.
23. Acceptable Solid Waste generated from Industrial, Commercial, and Institutional Premises or building projects shall be Disposed of at the Disposal Site.

### **Waste Reduction Services**

24. Aquatera shall design waste reduction services to reduce the amount of materials entering the Solid Waste Disposal stream and to reduce the volume and weight of disposal of materials at the Disposal Site.

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25. Aquatera shall provide recycling services at the Eco Centre or the Transfer Station where a Person may deliver and deposit Acceptable Recyclables, in compliance with any posted rules and regulations.
  26. All Acceptable Recyclables deposited at the Eco Centre or the Transfer Station shall be considered abandoned by the Person depositing the material.

### **Disposal Site**

27. A Person delivering waste to the Disposal Site shall:
  - a) ensure that the waste being delivered is Acceptable Solid Waste;
  - b) report to Aquatera prior to disposal and provide information about the contents of the Acceptable Solid Waste;
  - c) comply with directions from Aquatera staff and any posted rules and regulations;
  - d) ensure that the vehicle carrying Acceptable Solid Waste is weighed prior to and after disposal; and
  - e) pay for disposal of Acceptable Solid Waste as provided for in Schedule "E".
28. A Person transporting Acceptable Solid Waste to the Disposal Site shall ensure the load is secure.
29. A Person transporting an animal carcass or portion thereof, except beef, to the Disposal Site shall do so either in double strength plastic bags which are securely fastened or in a covered vehicle.
30. A Person disposing of a beef carcass or portion thereof at the Disposal Site must transport the waste material under a Canadian Food Inspection Agency permit.
31. No Person shall Dispose of, or attempt to Dispose of, any Non-Acceptable Solid Waste at the Disposal Site.
32. All Acceptable Solid Waste delivered to the Disposal Site shall be deemed to be abandoned and no Person shall scavenge, rummage or remove any Solid Waste or other materials from the Disposal Site unless permitted at designated areas.
33. Aquatera or the Collection Contractor may provide a collection service to Dwelling Units for yard waste or other designated materials. Participation in such service shall be voluntary and by agreement between the Consumer and Aquatera or the Collection Contractor. If a Consumer uses this service, the Consumer shall ensure that the yard waste placed at the Collection Point is acceptable and prepared as specified by Aquatera or the Collection Contractor.

# CITY OF GRANDE PRAIRIE

## BYLAW C-1365

### SCHEDULE "B"

#### TERMS AND CONDITIONS - WASTEWATER SERVICES

(Bylaw C-1365B - May 3, 2021 and Bylaw C-1365C - April 28)

#### 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 the purpose of 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 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 into the sanitary sewer that exceeds one or more constituent concentrations.

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- 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.

## **TERM AND CONDITIONS - WASTEWATER SERVICES**

### **Restricted Discharge**

1. No Person shall discharge any Wastewater into:
  - a) any Storm Sewer or Water Body within the City as per the [Drainage Bylaw C-1241](#); or
  - 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, sub-surface 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 to a Sanitary Sewer Main where exceptional conditions exist and Aquatera shall levy the Rate as provided in Schedule "F" 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 to 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 City, 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 City.

### **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 City as may be required, prior to backfill.

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8. A separate Service Pipe shall be provided for every building requiring a service under the Alberta Building Code and 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 City 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 if 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 any 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 and the City's Design Manual and City's 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 both the City and the Aquatera Manager.
  18. Streets, parklands, and other public Property disturbed during excavation shall be restored in a manner satisfactory to both the City 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 a 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, and which may be subject to inspection, sampling, or analysis:
- a) shall obtain a Treatment Facilities Waste Manifest issued by Aquatera; and
  - b) shall comply with Aquatera requirements;

and if the Person fails to comply with this Section, he is guilty of an offence.

**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-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

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- i) Pollutants other than those listed in Section 23h) which are 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 noncompliance event in the operating approval for the Wastewater System;
  - 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 2000 mg/L of B.O.D. or per litre of suspended solids;
  - n) Waste which contains, exerts, or causes:
    - i. 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;
    - ii. excessive discoloration, including but not limited to dye, wastes, and vegetable tanning solutions;
    - iii. 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
    - iv. 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 (2) or more separate liquid layers;
  - q) Wastewater containing Biomedical Wastes, PCBs, or any other waste, which in the opinion of the Aquatera Manager:
    - i. is or may become harmful to the Wastewater System and recipient Water Body;
    - ii. may interfere with the proper operation of the Wastewater System; and
    - iii. may become a hazard to Persons, Property, or animals.
24. No Person shall discharge or permit the discharge of Wastewater into a sanitary sewer where Water has been added to the discharge for the purposes of dilution to achieve compliance with Section 23 of this Schedule.

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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 of the Wastewater to an acceptable condition for discharge;
  - c) require control over the quantities and rates of discharge of the Wastewater; 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. 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 provided in Schedule "F".

### **Interceptors**

29. 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.
30. All Interceptors shall comply with the Regulations, shall be located readily and be easily accessible for cleaning and inspection, and shall be maintained in a satisfactory condition and effective operation by the Owner at his expense.
31. All Interceptors shall be connected to the Sanitary Sewer Main unless the Aquatera Manager approves an alternate solution.
32. A Control Manhole is required when an Interceptor is installed, as stated in Section 30, as part of any commercial or industrial building constructed after the effective date of this Bylaw.

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33. 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 the previous two (2) years confirming clean-out of the Interceptor.
  34. No Person shall use enzymes, bacteria, solvents, hot Water or other agents to facilitate passage of Oil and Grease, including Hydrocarbons through an Interceptor.
  35. No Person shall deposit, cause, or allow Interceptor residue to enter the Sanitary Sewer Main.

#### **Control Manhole**

36. 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.
37. Aquatera may require the Owner of an Industrial, Commercial, or Institutional 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**

38. All sampling, measurements, tests, and analysis of the characteristics of Wastewater as may be required under this Bylaw shall be determined in accordance with Standard Methods.
39. 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.
40. 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**

41. Aquatera may assess a surcharge to the Consumer for Wastewater, as provided in Schedule "F", when the concentration of Wastewater samples exceed any or all of the limits identified in Section 28.
42. 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 that additional sampling be conducted at his expense.
43. Notwithstanding the prohibitions in this Schedule, Aquatera may accept Polluted Waste of unusual strength or characteristic for treatment, subject to the Person requesting its treatment entering into an agreement with Aquatera.

**CITY OF GRANDE PRAIRIE**

**BYLAW C-1365**

**SCHEDULE “C”**

**TERMS AND CONDITIONS - WATER SERVICES**

**(Bylaw C-1365C - April 18, 2022)**

**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.

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- 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 City, 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 City 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:
- use Water for his own use and benefit;
  - not sell Water unless he is an authorized Bulk Water Outlet;
  - not lend, give away, or dispose of Water; and
  - 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.
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 City 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 City, 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.

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**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 set out in Schedule "J".

**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.

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**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 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;
  - 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 City 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 City 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.

**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.

**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.

**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.

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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.

# **CITY OF GRANDE PRAIRIE**

## **BYLAW C-1365**

### **SCHEDULE “D”**

#### **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 into the Wastewater System;
- lab analysis of Wastewater or Interceptor material samples;
- infrastructure charges;
- Bulk Water; and
- maintenance of private fire hydrants.

**CITY OF GRANDE PRAIRIE**

**BYLAW C-1365**

**SCHEDULE “E”**

**RATES - SOLID WASTE SERVICES**

**(Bylaw C-1365A - January 28, 2019, C-1365B - May 3, 2021  
and C-1365C - April 18, 2022)**

**RESIDENTIAL CONSUMERS**

<b>Residential Consumer (per unit Rate)</b>	<b>May 1, 2022 (monthly)</b>	<b>May 1, 2023 (monthly)</b>
Solid Waste Collection/Disposal	\$18.21	\$18.21
Recycle Program	\$10.18	\$10.18
Solid Waste Franchise Recovery Fee	\$2.00	\$2.00

**INDUSTRIAL, COMMERCIAL AND INSTITUTIONAL CONSUMERS**

<b>Industrial, Commercial &amp; Institutional Consumer</b>	<b>May 1, 2022 (monthly)</b>	<b>May 1, 2023 (monthly)</b>
Commercial Cardboard Recycling	\$15.33	\$15.33
Recycle Program	\$14.69	\$14.69

1. Industrial, Commercial, and Institutional Consumers do not pay for commercial cardboard recycling if the Consumer is renting a Commercial Waste Container specifically for the purpose of recycling cardboard and provides a copy of the rental agreement to the Aquatera Manager.
2. Disposal Site Rates for Acceptable Solid Waste or Acceptable Recyclables:
  - a) Acceptable Solid Waste Disposed of at the Working Face  
Minimum Rate \$10.00  
\$95.00/tonne
  - b) Acceptable Solid Waste or Acceptable Recyclables Disposed of at the Transfer Station  
Minimum Rate \$10.00  
\$125.00/tonne
  - c) Acceptable Solid Waste requiring special handling  
Minimum Rate \$20.00  
\$190.00/tonne
  - d) Refrigeration and Air Conditioning Equipment  
\$20.00/unit
  - e) Acceptable Solid Waste containing Asbestos greater than one percent (1%) by weight  
Minimum Rate \$50.00  
\$235.00/tonne
  - f) Source-separated acceptable solid waste, as determined by Aquatera  
Minimum Rate \$10.00  
\$47.50/tonne

- g) Uncontaminated soil and sod may be accepted free of charge. Aquatera reserves the right to reject excessive volumes.
- h) Aquatera shall determine the acceptable solid waste classification and the corresponding Rate.
- i) Aquatera shall determine the Rate applied to acceptable solid waste when the weigh scales at the Disposal Site are inoperative.
- j) Aquatera may separate acceptable solid waste where special handling is required, and charge based on equipment and labour costs.

**CITY OF GRANDE PRAIRIE**

**BYLAW C-1365**

**SCHEDULE "F"**

**RATES - WASTEWATER SERVICES**

(Bylaw C-1365A - January 28, 2019, C-1365B - May 3, 2021 and C-1365C - April 18, 2022)

<b>Consumption Rate per cubic metre (m3)</b>	<b>May 1, 2022</b>	<b>May 1, 2023</b>
	\$2.35	\$2.38
<b>Fixed Rate (based on Meter size)</b>	<b>May 1, 2022 Rate (monthly)</b>	<b>May 1, 2023 Rate (monthly)</b>
16mm (5/8")	\$9.82	\$9.97
19mm (3/4")	\$14.73	\$14.96
25mm (1")	\$24.55	\$24.93
38mm (1-1/2")	\$49.10	\$49.85
50mm (2")	\$78.56	\$79.76
75mm (3")	\$171.85	\$174.48
100mm (4")	\$309.33	\$314.06
150mm (6")	\$687.40	\$697.90
200mm (8")	\$1,374.80	\$1,395.80
250mm (10")	\$2,160.40	\$2,193.40

**Franchise Fee**

- 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**

- 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 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,
  - 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			

**CITY OF GRANDE PRAIRIE**

**BYLAW C-1365**

**SCHEDULE "G"**

**RATES - WATER SERVICES**

**(Bylaw C-1365A - January 28, 2019, C-1395B - May 3, 2021  
and C-1365C - April 18, 2022)**

**RESIDENTIAL CONSUMERS**

<b>Residential Consumption Rate per cubic metre (m3)</b>	<b>May 1, 2022</b>	<b>May 1, 2023</b>
	\$1.74	\$1.83
<b>Residential Fixed Rate (based on Meter size)</b>	<b>May 1, 2022 Rate (monthly)</b>	<b>May 1, 2023 Rate (monthly)</b>
16mm (5/8")	\$12.81	\$13.45
19mm (3/4")	\$19.22	\$20.18
25mm (1")	\$32.03	\$33.63
38mm (1-1/2")	\$64.05	\$67.25
50mm (2")	\$102.48	\$107.60
75mm (3")	\$224.18	\$235.38
100mm (4")	\$403.52	\$423.68
150mm (6")	\$896.70	\$941.50
200mm (8")	\$1,793.40	\$1,883.00
250mm (10")	\$2,818.20	\$2,959.00

**INDUSTRIAL, COMMERCIAL AND INSTITUTIONAL CONSUMERS**

<b>Industrial, Commercial &amp; Institutional Consumption Rate per cubic metre (m3)</b>	<b>May 1, 2022</b>	<b>May 1, 2023</b>
	\$1.91	\$2.00
<b>Industrial, Commercial &amp; Institutional Fixed Rate (based on Meter size)</b>	<b>May 1, 2022 Rate (monthly)</b>	<b>May 1, 2023 Rate (monthly)</b>
16mm (5/8")	\$14.09	\$14.80
19mm (3/4")	\$21.14	\$22.20
25mm (1")	\$35.23	\$37.00
38mm (1-1/2")	\$70.45	\$74.00
50mm (2")	\$112.72	\$118.40
75mm (3")	\$246.58	\$259.00
100mm (4")	\$443.84	\$466.20
150mm (6")	\$986.30	\$1,036.00
200mm (8")	\$1,972.60	\$2,072.00
250mm (10")	\$3,099.80	\$3,256.00

**IRRIGATION CONSUMERS**

<b>Irrigation Consumption Rate per cubic metre (m3)</b>	<b>May 1, 2022</b>	<b>May 1, 2023</b>
	\$2.61	\$2.73
<b>Irrigation Fixed Rate (based on Meter size)</b>	<b>May 1, 2022 Rate (monthly)</b>	<b>May 1, 2023 Rate (monthly)</b>
16mm (5/8")	\$19.22	\$20.18
19mm (3/4")	\$28.83	\$30.27
25mm (1")	\$48.05	\$50.45
38mm (1-1/2")	\$96.10	\$100.90
50mm (2")	\$153.76	\$161.44
75mm (3")	\$336.35	\$353.15
100mm (4")	\$605.43	\$635.67
150mm (6")	\$1,345.40	\$1,412.60
200mm (8")	\$2,690.80	\$2,825.20
250mm (10")	\$4,228.40	\$4,439.60

**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.

# **CITY OF GRANDE PRAIRIE**

## **BYLAW C-1365**

### **SCHEDULE “H”**

#### **ACCEPTABLE RECYCLABLES**

**(Bylaw C-1365B - May 3, 2021 and C-1365C - April 18, 2022)**

The following products may be Disposed of at the Eco Centre:

1. “BATTERIES” means alkaline and rechargeable batteries such as AAA, AA, C, D, and 9 volt, cell phone batteries and vehicle batteries.
2. “CARDBOARD/BOXBOARD” means cardboard and paper board used for retail packaging and brown paper bags.
3. “ELECTRONICS” means including but not limited to, televisions, monitors, CPU’s, keyboards, speakers, printers, scanners, fax machines, laptops, small countertop appliances, audio visual, telecom devices, power and air tools, games, toys and musical instruments.
4. “FLUORESCENT” bulbs means fluorescent light tubes, compact fluorescent lamps (CFL) and other bulbs containing mercury.
5. “HOUSEHOLD HAZARDOUS WASTE (HHW)” means household products in original containers properly sealed and intact, that contain corrosive, toxic, flammable, or reactive ingredients and the containers include one (1) or more of the HHW warning symbols, and include flammable or explosive products.
6. “METAL” means metal products in the form of food containers, beverage cans, tin foil wrap, propane bottles and tanks not exceeding 30 pounds and foil trays.
7. “MIXED PAPER” means paper products made from newsprint including newspapers and advertising flyers, magazines, catalogues, office paper, shredded paper, non-metallic wrapping paper and disposable paper beverage cups.
8. “PAINT/STAIN” means architectural oil and latex paint or stain, in containers of at least 100 ml up to and including 23 litres, and includes all paints in aerosol cans, regardless of paint-type or size.
9. “PLASTIC FILM” means plastic bags as provided by merchants for the protection and containment of merchandise.
10. “RIGID PLASTICS” means plastic household containers in various categories with a recycling triangle symbol and the number 1, 2, 3, 4, 5, 6, or 7.
11. “STYROFOAM” means polystyrene products with a recycling triangle symbol and the number 6.
12. “TIRES” means car, truck and off-road tires.
13. “USED OIL” means used motor oil in containers not exceeding 20 litres, plastic oil containers, oil filters and used household cooking oil.

The following products may be Disposed of at the Disposal Site:

14. "BATTERIES" means alkaline and rechargeable batteries such as AAA, AA, C, D, and 9 volt, cell phone batteries, and vehicle batteries.
15. "CARDBOARD/BOXBOARD" means cardboard and paper board used for retail packaging, and brown paper bags.
16. "ELECTRONICS" means televisions, monitors, CPU's, keyboards, printers, scanners, fax machines, laptops, small countertop appliances, audio visual, telecom devices, power and air tools, games, toys, and musical instruments.
17. "FLUORESCENT" bulbs means fluorescent light tubes, compact fluorescent lamps (CFL), and other bulbs containing mercury.
18. "METAL" means metal products in the form of food containers, beverage cans, tin foil wrap, propane bottles and tanks not exceeding 100 pounds, and foil trays.
19. "PLASTIC FILM" means plastic bags as provided by merchants for the protection and containment of merchandise.
20. "RIGID PLASTICS" means plastic household containers in various categories with a recycling triangle symbol and the number 1, 2, 3, 4, 5, 6, or 7.
21. "STYROFOAM" means polystyrene products with a recycling triangle symbol and the number 6.
22. "TIRES" means car, truck, specialty, industrial and off-road tires.

**CITY OF GRANDE PRAIRIE**

**BYLAW C-1365**

**SCHEDULE “I”**

**ACCEPTABLE COLLECTABLE CURBSIDE RECYCLABLES**

**(Bylaw C-1365B - May 3, 2021 and C-1365C - April 18, 2022)**

The following products may be placed in Blue Bags for curbside collection:

1. “CARDBOARD/BOXBOARD” means cardboard and paper board used for retail packaging and brown paper bags.
2. “METAL” means metal in the form of food containers, beverage cans, tin foil wrap and foil trays.
3. “MIXED PAPER” means paper products made from newsprint including newspapers and advertising flyers, magazines, catalogues, office paper, shredded paper, non-metallic wrapping paper and disposable paper beverage cups.
4. “RIGID PLASTICS” means plastic household containers in various categories with a recycling triangle symbol and the number 1, 2, 3, 4, 5, 6, or 7.

**CITY OF GRANDE PRAIRIE**

**BYLAW C-1365**

**SCHEDULE “J”**

**SCHEDULE OF FINES**

**(Bylaw C-1365C - April 18, 2022)**

<b>SECTION</b>	<b>OFFENCE</b>	<b>SPECIFIED PENALTY</b>
Schedule “A”, Section 6	Scavenge, rummage or remove Solid Waste at Collection Point	\$1,000.00
Schedule “A”, Section 28	Failure to secure load	\$1,000.00
Schedule “A”, Section 31	Disposal of Non-Acceptable Solid Waste at Disposal Site	\$1,000.00
Schedule “A”, Section 32	Scavenge, rummage or remove Solid Waste at Disposal Site	\$1,000.00
Schedule “B”, Section 1	Discharge of Wastewater in Storm Sewer, Water Body, or Wastewater System without approved connection	\$7,500.00
Schedule “B”, Section 22	Failure to comply with requirements for treatment of Wastewater or Interceptor material	\$2,500.00
Schedule “B”, Section 23	Failure to comply with Wastewater Discharge Prohibitions	\$7,500.00
Schedule “B”, Section 32	Failure to install Control Manhole	\$2,500.00
Schedule “B”, Section 34	Use of Agents to facilitate Oil and Grease through Interceptor	\$2,500.00
Schedule “B”, Section 35	Deposit Interceptor residue into Sanitary Sewer Main	\$2,500.00
Schedule “C”, Section 23	Unauthorized Cross Connection Control Device	\$1,500.00
Schedule “C”, Section 24	Failure to install approved Cross Connection Control Device	\$2,000.00
Schedule “C”, Section 25	Failure to test approved Cross Connection Control Device	\$1,500.00
Section not specified	Any other Section for which a fine has not been specified	\$1,000.00