

SUMMER VILLAGE OF GRANDVIEW

BYLAW No. 338

A BYLAW OF THE SUMMER VILLAGE OF GRANDVIEW, TO REGULATE THE CONNECTIONS AND OPERATIONS OF A MUNICIPAL WASTEWATER UTILITY SYSTEM IN THE SUMMER VILLAGE OF GRANDVIEW.

Being a Bylaw of the Summer Village of Grandview to provide for the service connection and provision of wastewater services to residents of the Summer Village of Grandview.

WHEREAS The Municipal Government Act, R.S.A. 2000, c. M-26 provides a Municipal Council with the authority to pass bylaws respecting public utilities,

NOW THEREFORE the Council of the Summer Village of Grandview in the Province of Alberta, duly assembled, hereby enacts as follows:

1 TITLE AND GEOGRAPHIC SCOPE

- 1.1 This Bylaw may be referred to as the "Municipal Wastewater Utility Bylaw".
- 1.2 This Bylaw shall only be applicable within the boundaries of the Summer Village of Grandview.

2 DEFINITIONS AND INTERPRETATION

2.1 In this Bylaw:

"2018 Wastewater Project" is the construction project conducted by the Summer Village to install the Service Connections and as part of this project, the Summer Village is offering to install associated facilities for the Owners at the Owners' cost.

"CC Valve" is the isolation valve provided as part of the Service Connection and is part of the Wastewater System. It is also known as a curb cock, curb stop, or shut-off valve.

"Council" means the Council of the Summer Village.

"Customer" means any person who is the Owner of any lot connected to or provided with Wastewater Services pursuant to this Bylaw.

"Manager" means the Chief Administrative Officer for the Summer Village of Grandview or his or her designate.

"Owner" means the registered Owner of land and includes the purchaser thereof, and where the context so requires, the Owner of the land receiving Wastewater Services pursuant to this Bylaw.

"Person" means a human being, a corporation or other legal entity.

“Regional Wastewater System” means the South Pigeon Lake Regional Wastewater System to which the wastewater collected within the Summer Village of Grandview will be delivered for disposal.

“Service Connection” means that portion of the Summer Village Wastewater System that runs from the main municipal line to the point of entry to the holding tank on a parcel of land for the purpose of providing Wastewater Services to the parcel and includes the pipes, CC valve, and the connection to the holding tank. In the case of an undeveloped lot, the Service Connection means the CC valve and the pipe extension into the lot known as the pigtail.

“Service Connection Fee” means the fee charged by the Summer Village to each lot Owner for the installation of the Service Connection to the holding tank for a Wastewater Producing Lot or for the pigtail for an undeveloped lot or in those cases where the Owner has elected to undertake the installation of the remainder of the Service Connection. It comprises a basic connection charge and a possible directional drilling charge. This fee will apply to every lot in the Summer Village.

“Summer Village” means the Summer Village of Grandview.

“System” means Wastewater System.

“Wastewater” means all the composite of liquid and water-carried wastes associated with the use of water for drinking, cooking, cleaning, washing, hygiene, sanitation, or other domestic purposes and includes grey water but does not include liquid waste from industrial processes.

“Wastewater Fee” means the annual operating fee per lot associated with the provision of Wastewater Services as referenced in Schedule “A” of this Bylaw.

“Wastewater Producing Lots” are lots located within the Summer Village that produce wastewater and have a water well, cistern, or other water supply. Other lots are referred to as non-wastewater producing lots or undeveloped lots.

“Wastewater Services” means the wastewater collection and disposal provided by the Wastewater System and may include other related services provided by the Summer Village.

“Wastewater System” means the local wastewater system or works owned and operated by the Summer Village of Grandview and includes the Service Connection.

- 2.2 The Preamble and Schedules attached to this Bylaw form part of this Bylaw.
- 2.3 In this Bylaw the reference to the male gender shall include the female, and the singular, shall include the plural and vice versa.
- 2.4 Where a word or term in this Bylaw is defined by this Bylaw, derivatives of that word or term shall be interpreted to have the same general meaning as the defined word or term, as the context may require.

3 DELEGATION OF AUTHORITY

- 3.1 Council hereby delegates to the Manager authority to do all things necessary in order to fulfill the responsibilities and duties of the Summer Village with respect to the delivery of Wastewater Services under the Municipal Government Act and this Bylaw including the retention of contractors. The Manager is responsible for the operation of the Wastewater System in accordance with:
 - 3.1.1 Provincial and Federal Statutes and Regulations;
 - 3.1.2 This Bylaw and related Regulations.
- 3.2 Should there be an appeal of a decision by the Manager, the matter shall be referred to Council for final resolution.
- 3.3 The Manager may delegate to one or more Summer Village employees any of the duties hereby delegated to the Manager.
- 3.4 The Manager may authorize the use of a utility easement under conditions deemed necessary for the installation of the Service connection subject to the registration of the easement with Land Titles. Written confirmation by the involved property Owners of the intent to proceed with the registration of the easement with Land Titles must be provided to the Manager prior to the installation of the Service Connection.

4 WASTEWATER SYSTEM

- 4.1 The Summer Village is hereby authorized to operate a Wastewater System for the purposes of supplying the parcels of land within the Summer Village with Wastewater Services.
- 4.2 No person except the Summer Village may operate a wastewater collection or disposal system in the Summer Village except as permitted by this Bylaw or as specifically authorized in writing by the Manager.
- 4.3 All Wastewater generated on a Wastewater Producing Lot shall be contained in a watertight holding tank on the lot for transfer to the Wastewater System.
 - 4.3.1 Notwithstanding 4.3 above, the use of outdoor showers will be allowed provided any soap, shampoo, or other cleanser used contains no phosphates.
- 4.4 Provided that pipes forming part of the Wastewater System are located within a road, easement, public utility lot or other property controlled by the Summer Village, the Manager may require the Owner of an adjacent Wastewater Producing Lot to provide or pay for a Service Connection from that adjacent property to the main line of the Wastewater System, and will require that if this adjacent property is connected to any other wastewater disposal system including treatments fields, treatment mounds, and open discharge, to disconnect from that wastewater disposal system and connect to the Summer Village's Wastewater System. All private lots within the Summer Village are adjacent to the Wastewater System.

- 4.5 As required under Bylaw # 272 Section 17, all Wastewater Producing Lots must connect to the Wastewater Utility System. Properties with treatment fields must connect within 90 days and all other properties must connect within one year of the date that the Wastewater System is commissioned.
- 4.6 The Summer Village may give to an Owner of a Wastewater Producing Lot who fails to connect to the Wastewater System within the time periods stated in 4.5 above of the Wastewater System commissioning date, a notice requiring the Owner to connect to the Wastewater System within the time period specified by the Summer Village, which period shall not be less than 30 days. If an Owner fails to carry out the required steps and actions to the satisfaction of the Summer Village within the specified time period, the Summer Village may enter onto the lands in question and take the necessary actions, including completion of the Service Connection at the Owner's expense. Costs for this work will be invoiced to the Owner as per Schedule "B", with payment required within 30 days of the invoice date.
- 4.7 In the event that a Wastewater Producing Lot is sold before it has been connected to the Wastewater System, the new property owner will be required to connect to the Wastewater System by the deadline set out in Section 4.4 or within 90 days of the date of purchase, whichever date is later.
- 4.7.1 Notwithstanding 4.7 above, if the new property owner has applied for a demolition Development Permit and is planning to demolish the current structure and rebuild, the Manager may grant an extension to the 90 day connection requirement.

5 OPERATION OF WASTEWATER SYSTEM

- 5.1 The installation of all wastewater mains, Service Connections and related privately owned facilities shall be constructed in accordance with the standards and specifications set out in the engineering design for the System and as updated from time to time. Any variance from these specifications must have prior approval in writing from the Manager.
- 5.2 Each lot shall be provided with a separate Service Connection which, in the case of an undeveloped lot, is a CC valve at the property line and a pipe extension into the property.
- 5.3 No Person shall install a Service Connection without obtaining the prior written approval from the Summer Village for such installation. The Service Connection will become the property of the Summer Village after it passes inspection.
- 5.4 No Service Connection shall be activated until a Wastewater Services agreement has been signed by the Owner with the Summer Village.
- 5.5 Routine maintenance, repair and operation of all elements of the System shall be performed only by the Summer Village or by contractors authorized by the Summer Village.
- 5.6 The Summer Village may offer services to the Owners for the maintenance of pumps, filters and holding tanks to the extent and under conditions approved by Council. Fees for these services will be set by resolution of Council and may be billed separately to Owners or included with the annual charge, as decided by Council.

6 SYSTEM EXTENSIONS AND INSTALLATION OF SERVICE CONNECTIONS

6.1 Provision of Service Connections to Wastewater System:

- 6.1.1** Unless the Service Connection, including connection to the holding tank, is completed by the Summer Village as part of the 2018 Wastewater Project, Owners shall prepare, for Summer Village approval, Service Connection design plans including material specifications which comply with the Summer Village engineering design specifications as modified from time to time.
- 6.1.2** The Summer Village may require changes to the designs for the Service Connection to ensure acceptable standards in design, materials and construction.

6.2 Service Connections:

- 6.2.1** As part of the 2018 Wastewater Project, the Summer Village has undertaken to install the main municipal line and, for each lot in the Summer Village, the Service Connection that runs from the main line to the holding tank or into the property (for non-wastewater producing lots or where the Owner has elected to undertake the construction of the Service Connection). The Summer Village may also install associated Owner components upon the Owner's request and at the Owner's cost.
 - 6.2.2** An Owner shall be responsible to pay to the Summer Village the Service Connection Fee as specified in Schedule "B" The costs for holding tanks or modifications thereto and for all other privately owned equipment are the responsibility of the Owner. Costs for landscaping and replacement of fences and other obstacles are the responsibility of the Owner. Owners of non-wastewater producing lots shall be responsible for all arrangements and costs associated with installing the Service Connection when the lot is developed. In the event that a property is subdivided, any newly created lot will be required to connect to the Wastewater System, and the costs of installing the Service Connection including Service Connection Fee shall be entirely the responsibility of the Owner requesting the service.
 - 6.2.3** The Service Connection Fee will be invoiced to the Owner following completion of the on-lot installations constructed by the Summer Village and will be due within 30 days of the invoice date. The Owner may elect in writing to have the payment of the Service Connection Fee scheduled over a period of 5 years as detailed in Schedule "B". Any unpaid Service Connection Fees may be added to the tax roll of the lot in question.
- 6.3** Owners of Wastewater Producing Lots and of undeveloped lots being developed must make application to the Summer Village for Wastewater Services.
- 6.4** The Application for Wastewater Services and the supply of such services by the Summer Village constitute an agreement for those services incorporating the provisions of this bylaw and any amendments thereto.

6.5 Owner provided Service Connections:

- 6.5.1 Where the Summer Village does not install or complete the Service Connection, the Summer Village shall have the right of inspection as to compliance with Summer Village standards and specifications. Inspection costs shall be charged to the Owner.
 - 6.5.2 The Owner shall advise the Summer Village of the time of installation of a Service Connection and shall allow the Summer Village reasonable opportunity to inspect the installation for conformance to Summer Village standards and specifications.
 - 6.5.3 When making a request for an inspection, five working days' notice will be required to be given to the Plumbing and Safety Codes Officer and inspection will only be done during regular work hours.
 - 6.5.4 Persons backfilling before requesting and receiving an inspection may be required to dig out and expose the Service Connection at the Owners cost so that a proper inspection can be done.
- 6.6 A Wastewater Service will only be discontinued in the event that a development permit has been issued for the demolition or removal of all wastewater producing premises on the lot.

7 REPAIR AND MAINTENANCE OF SERVICE CONNECTIONS

- 7.1 The Owner or occupant of a property shall ensure that the CC valve for the Service to that property on or adjacent to their property remains accessible and exposed. Where the Owner or occupier damages or causes the CC valve to become inoperative, the Owner shall be responsible for repairs, damages, and/or replacement costs.
- 7.2 No one shall obstruct or restrict access to any CC valve. Any obstruction or restriction of access to the CC valve shall be removed by the Owner or by the Summer Village if the Owner fails to do so. Removal of these obstructions shall be at the cost of the Owner.
- 7.3 The Summer Village shall be responsible for the operation, maintenance and repair of the Wastewater System including lines from the mains up to the holding tank.
- 7.4 The Owner shall be responsible for clearing any blockages in the portion of the wastewater lines from a building to the holding tank and within the holding tank.
- 7.5 The cost of repairs for damage to the Service Connection caused by the negligence or improper action of the Owner or anyone acting on behalf of the ,Owner will be the responsibility of the Owner. Any subsequent costs for repairing or thawing lines and CC valves will be charged to the Owner.
- 7.6 The Summer Village may with reasonable notice inspect the holding tank, pumps and connections to ensure that they meet the engineering and operating standards for the Wastewater System to which they are connected.

8 RATES, BILLING AND COLLECTION

- 8.1 The Wastewater Fees to be charged to Customers are set out in a wastewater fees bylaw.
- 8.2 A Wastewater Fee to the Customer shall be collected annually as a utility charge on the tax notice and will be based on an annual rate as specified in a wastewater fees bylaw.
- 8.3 Payment of this utility charge is due at the same time as property taxes and may be paid under the tax installment plan.
- 8.4 Unpaid Wastewater Fees may be added to the tax roll account of the property. The Manager may undertake collection of any unpaid utility accounts by any means provided by the law.
- 8.5 No reduction in rates or charges shall be made for any interruption of Wastewater Services during a billing period.
- 8.6 Discontinuation of Wastewater Services does not exempt a property owner from paying the annual operating fee.
- 8.7 Where it has been determined that a Customer has been paying an amount less than that which should have been paid because of an error or errors of the Summer Village such as improper bill calculation, a charge of the difference between what was paid and what should have been paid shall be paid by the Customer for the period between January 1st of the year previous to the current year and the date on which the error was discovered.
- 8.8 Where it has been determined that a Customer has been paying an amount greater than that which should have been paid because of an error or errors of the Summer Village such as improper bill calculation, a refund of the difference between what was paid and what should have been paid shall be given to the Customer for the period between January 1st of the year previous to the current year and the date on which the error was discovered. Notwithstanding the above, Council may, at its sole discretion, authorize a refund exceeding the amount determined in this Section.

9 GOVERNING THE PROVISION AND USE OF THE WASTEWATER SYSTEM

- 9.1 Except where authorized by the Summer Village in writing, no Person shall open, close or interfere with any line, valve or vent connected to the Wastewater System.
- 9.2 The Summer Village may shut off Wastewater Services at the CC valve, in which case no person shall turn on or attempt to turn on the Wastewater Services except where authorized by the Summer Village in writing.

10 RESTRICTED MATERIALS

- 10.1 No Person shall connect, cause to be connected, or allow to remain connected to the Wastewater System any piping, fixture, fittings, container or appliance, in a manner which under any circumstances, may allow water or wastewater that has been

contaminated or polluted by materials including but not limited to those substances and limits described in Schedules "D-1" and "D-2"

- 10.2 The Manager may issue such order or orders to the Owner of the property as may be required to ensure compliance with Article 10.1 of this Bylaw.
- 10.3 No Person shall throw, deposit or leave in or upon the Wastewater System or any drain connected therewith, any material that may cause blockage of the Wastewater System, including its mains or Service Connections.
- 10.4 Only normal human toilet waste and grey water shall be discharged into the Wastewater System. No Person shall discharge into the Wastewater System or any drain connected therewith, any other liquid or substances that would prejudicially affect the Wastewater System, adversely affect the environment, cause pollution or be considered hazardous. Hot tubs, swimming pools and other large volumes of water are not allowed to be discharged into the System.
- 10.5 No Person shall make any connection with the Wastewater System or any drain or pipe connected therewith for the purpose of conveying any inflammable, explosive or hazardous material into the Wastewater System.
- 10.6 No Person shall make any connection with the Wastewater System or any drain or pipe connected therewith for the purpose of conveying any surface water collected by drainage in weeping tile, eaves troughs or roof spouts.
- 10.7 No Person shall discharge the contents of any privy vault, or manure pit, directly or indirectly into the Wastewater System, or any drain connected to the Wastewater System.
- 10.8 No Person shall turn, lift, remove, raise or tamper with any valve or ventilator of the Wastewater System, except where authorized in writing by the Summer Village.
- 10.9 No Person shall cut, break, pierce or tap into the Wastewater System except as specifically authorized by the Summer Village.
- 10.10 The Summer Village may upon reasonable notice and at reasonable times enter buildings or other places which have been connected to the Wastewater System to inspect and ascertain whether or not any improper material or liquid is being discharged in the wastewater.
- 10.11 The Summer Village shall have the right to use any test or other means necessary to determine compliance with this Bylaw and to stop or prevent the discharge of any substances that are contrary to this Bylaw.
- 10.12 Discharges from trade, industrial or manufacturing process are subject to the following:
 - 10.12.1 No Person shall discharge or allow to be discharged any waste, product or by-product created or resulting from any trade, industrial, commercial enterprise or manufacturing process, directly or indirectly into the Wastewater System without prior written approval from the Summer Village. Such

approval, if granted, may require pre-treatment as shall be prescribed by the Summer Village for each such case.

- 10.12.2 The necessary pre-treatment works so prescribed shall be completely installed by the Customer at his own expense, prior to the construction of the Service Connection and shall be continuously maintained and operated by the Customer.
- 10.12.3 No person shall discharge or allow to be discharged into the Wastewater System any materials found listed in Schedule "D-1" and "D-2" to this Bylaw that exceed the levels listed therein.
- 10.12.4 Any person who breaches Section 10.12.3 of this Bylaw shall in addition to the penalty prescribed in Schedule "C" to this Bylaw be liable for all costs incurred by the Summer Village in remediating the situation caused by that breach, including all clean-up costs.

11 PENALTIES

- 11.1 Charges as prescribed in Schedule "B" will be imposed on any Customer issuing a payment to the Summer Village which is dishonoured or returned with a notification of non-sufficient funds (N.S.F.) and those charges shall be added to the customer's account.
- 11.2 Any Person who breaches or contravenes any provision of this Bylaw is guilty of an offence and shall be liable upon conviction thereof to pay a fine up to the amounts prescribed in Schedule "C" of this Bylaw together with any further payment or other sanction a court may impose.


12 EFFECTIVE DATE

12.1 This Bylaw shall take effect as and from the third and final reading.

Read a first time this 25th Day of May, 2018.

Read a second time this 22nd Day of June, 2018.

Read a third time this 13th Day of July, 2018.



Don Davidson, Mayor
Summer Village of Grandview

Sylvia Roy, CAO
Summer Village of Grandview

SCHEDULE A
Wastewater Fees

1. Wastewater Fees will be established in a wastewater fees bylaw to be reviewed annually by Council. The Wastewater Fees will be shown as a separate line item on the Tax Notice.
2. Ratepayers who subscribe to the Tax Installment Payment Plan may make monthly payments for the Wastewater Fee with their Property Taxes.

**SCHEDULE B
SERVICE CONNECTION FEES**

1. The Service Connection Fee applicable for connections made during the 2018 Wastewater Project is as follows:

Basic Fee	\$1250 per lot
Directional Drilling Fee	\$50/metre for distance greater than 10 metres from property line to holding tank or to pigtail

The Service Connection Fee will be invoiced following the completion of each Service Connection. Payment is due within 30 days. If specifically requested in writing to the Summer Village, the payment for the Service Connection Fee may be scheduled for payment over a 5-year period with an interest rate of a 2% per annum. The unpaid principal and accrued interest may be paid at any time.

2. Other Costs:

2.1 Installations of pump vaults and tanks, landscaping and restoration beyond black dirt and seeding, and associated repairs on behalf of owner will be invoiced at cost.

2.2 Costs for other work done under the 2018 Wastewater Construction Project are specified in the Wastewater Construction Agreement, dated April 1, 2018, will be invoiced following the completion of each Service Connection. Payment for these costs is due within 30 days.

3. Where a new lot is created, the Service Connection Fee will be determined by Resolution of Council at that time.
4. Service Connections done by the Summer Village under Section 4.6 will be charged at cost plus 25%.
5. Failure to pay for the costs and/or fees by the due date will result in Late Payment Fees, and the balance outstanding at the end of the year will be added to the tax roll account for the property.
6. The Manager may undertake collection of any unpaid amount specified in section of this Schedule by any means provided by the law.

7. Charges:

N.S.F or dishonoured payment	\$25.00
Late Payment Fees	2% per month

SCHEDULE C

PENALTIES

Offense	Maximum Amount
1 st Offense	\$2,500
2 nd Offense	\$10,000
3 rd and Subsequent Offenses	\$25,000 each

PLUS the cost of remediation / rehabilitation required due to the nature of the offense.

Note that any remediation cost that remains unpaid will be transferred to the Property Tax account together with late payment penalties.

**SCHEDULE D-1
Restricted Materials**

Prohibited Substances

1. Any liquid or vapour having a temperature higher than 75°C.
2. Any gasoline, solvents or similar products.
3. Any tar or other viscous material of mineral origin.
4. Any garbage that has not been shredded so as to pass through a 6mm screen.
5. Any ashes, cinders, wood, wood shavings, sawdust, rags, sand, mud, straw, metal, glass, fiberglass, plastics, eggshells, feathers and improperly shredded paper or other solids.
6. Any water or wastes which contain material that will solidify or become viscous at temperatures between 5°C and 80°C.
7. Animal parts or wastes including, but not limited to:
 - a. Any manure or intestinal contents from horses, cattle, sheep, swine or poultry;
 - b. Hooves or toenails;
 - c. Intestines or stomach casings or animal body parts;
 - d. Bones;
 - e. Bristles or hair;
 - f. Hides or parts thereof;
 - g. Fat or flesh in particles larger than will pass through a 6mm screen;
 - h. Fleshings and hair resulting from tanning operations.
8. Wastewater which is in or is capable of being transformed into two or more separate layers.
9. Substances other than those described herein that are prohibited or restricted from being discharged under any applicable Federal or Provincial Legislation and any amendments thereto.
10. Any noxious or malodorous gas or substance capable of creating a public nuisance including but not limited to, hydrogen sulphide, mercaptans (thiols), carbon disulphides, other reduced Sulphur compounds, amines, and ammonia.
11. Lime slurry and residues.
12. Any substance which, in the opinion of the Manager or designate;
 - a. Is or may become harmful to any recipient watercourse or wastewater system or part thereof;
 - b. May interfere with the proper operation of the Wastewater System or part thereof;
 - c. May impair or interfere with any wastewater treatment process; or,
 - d. May become a hazard to persons, property or animals.

Limits of Substances

CONTAMINANTS	Mg/L
Biological Oxygen Demand	1,000
Chemical Oxygen Demand	2,000
Non-Filterable Residue	1,000
Oil and Grease	500
Suspended Solids	1,000
Total Kjeldahl Nitrogen	500
Ph less than 5.5 or greater than 10	0
Total Phosphorus as Phosphates	30
INORGANIC CONSTITUENTS	
Aluminum	50
Antimony	1
Arsenic	1
Barium	3
Boron	1
Cadium	0.05
Cadmium	0.10
Chlorine (free chlorine)	5
Chromium	1
Chlorinated Hydrocarbons	0.02
Copper	0.5
Cyanide	1
Fluoride	1
Lead	1
Manganese	1
Mercury	0.1
Molybdenum	5
Nickel	1
Total Pesticides	0.1
Phosphorus	200
Phenolic Compounds	0.1
Selenium	1
Silver	1
Sulphate	1500
Sulphide	1
Thallium	0.5
Zinc	1
ORGANIC COMPOUNDS	
B.E.T.X (Benzene, Ethyl Benzene, Toluene, Xylene)	1
Carbon Tetrachloride	0.2
Chloroform	0.2
Hydrocarbons	50
Pentachlorophenols	0.2
Phenols	1

Schedule D-3

As noted in Section 10.3 damage caused by the discharge of unauthorized materials into the wastewater system will be the responsibility of the property owners

The only materials permitted to be discharged into the wastewater system are:

1. human waste and toilet paper;
2. grey water from showers, sinks, tubs and dishwashers;
3. laundry washing machine discharge.

No other materials are permitted to be discharged into the wastewater system, as these materials can cause damage. This includes, but is not limited to, so-called "flushable" baby wipes, other cleaning wipes, feminine products, diapers, dental floss, plastics, latex, paints, solvents, grease and the discharge from garburators.

The property owner is responsible for the cost of the removal of solid wastes from the first compartment of the holding tank on an as needed basis.

The property owner is also responsible for the cost associated with having the pump filter cleaned as required.