



AGENDA
Regular Council Meeting
4:30 PM – Monday June 28, 2021

Virtual Remote Meeting & Live Stream on Drumheller Valley YouTube Channel

1. CALL TO ORDER

2. OPENING REMARK

3. ADDITIONS TO THE AGENDA

4. ADOPTION OF AGENDA

4.1 Agenda for June 28, 2021 Regular Council Meeting

Proposed Motion: That Council adopt the agenda for the June 28, 2021 Regular Council meeting as presented.

5. MINUTES

5.1 Minutes for the June 14, 2021 Regular Council Meeting

Proposed Motion: That Council adopt the minutes for June 14 2021 Regular Council meeting as presented.

[Regular Council Meeting – 14 June 2021 - Minutes](#)

6. REQUEST FOR DECISION AND REPORTS

6.1. CHIEF ADMINISTRATIVE OFFICER

6.1.1 Proposed Council Meeting Schedule Review - Revisited

[Council Meeting Schedule – Revisited](#)

6.1.2 Covid Update – Director of Emergency and Protective Services, Greg Peters

Repeal Mask Bylaw 20.20

Proposed Motion: That Council repeal the COVID-19 Mask Bylaw 20.20.

[Mask Bylaw 20.20](#)

6.1.3 2021 Elections Bylaw 12.21 + Election Signage Bylaw 13.21

Proposed Motions:

1. That Council give second reading to Election Bylaw 12.21 as presented.
2. That Council give second reading to Election Signage Bylaw 13.21 as presented.

[Election Bylaw 12.21 – 2nd Reading](#)

[Elections Signage Bylaw 13.21 – 2nd Reading](#)

6.1.4. Request for Decision - Water and Wastewater Bylaw 15.21

Proposed Motion: That Council give first reading to Water and Wastewater Bylaw 15.21 to amend Bylaw 02-17 and sets a Public Hearing date.

[RFD – Water and Wastewater Bylaw 02-17 Amendments](#)

[Water and Wastewater Bylaw 02-17 with Amendments – 2021Jun6](#)

6.1.7. Request for Decision – Drumheller Housing Association – The Hunts Housing Development

Proposed Motion: That Council the Town of Drumheller commits to both the Government of Alberta and the Drumheller Housing Association that the Hunts housing development shall be operated as social housing indefinitely.

[RFD – Hunts Housing Development](#)

6.1.8. Request for Decision – Land Rezoning Bylaw 14.21

Proposed Motion: That Council give first reading to Bylaw 14.21 as presented and sets a Public Hearing date.

[RFD – Rezoning Bylaw 14.21](#)

6.2 DIRECTOR OF CORPORATE SERVICES

6.2.1 Request For Decision - Drumheller Housing Administration - 2021 Municipal Taxes - Sandstone Manor Roll #000 04029906

Proposed Motion: That Council move to approve the cancellation of the of the 2021 Municipal Tax levied against Roll No. 04029906 (Drumheller Housing Administration) in the amount of \$11,164.75.

[RFD – 2021 Municipal Taxes – Sandstone Manor Roll](#)

7. PUBLIC HEARING TO COMMENCE AT 5:30 PM

1. Mayor Open Public Hearing
2. Mayors Introduction of Matter
3. Downtown Area Revitalization Plan (DARP) Overview – Darryl Drohomerski, CAO
4. Rules of Conduct
5. Announcement of Public to Speak
6. Public - Registered to Present Remotely / Phone - 5 minute
7. Public - Written Submission Read Aloud - 5 minute time limit
- [Travel Drumheller – Letter of Support](#)
8. Mayor Call for Public Hearing to Close

[Downtown Area Revitalization Plan link - https://drumheller.civicweb.net/document/41405](https://drumheller.civicweb.net/document/41405)

8. CLOSED SESSION

- 8.1. Flood Mitigation Project Consultants Discussion – FOIP 16 (1) – Disclosure harmful to business interests of a third party

Proposed Motion: That Council close the meeting to the public as per FOIP 16 (1) – Disclosure harmful to business interests of a third party for a discussion with flood mitigation project consultants.

9. ADJOURNMENT



MINUTES
Regular Council Meeting
4:30 PM – Monday June 14, 2021

Virtual Remote Meeting & Live Stream on Drumheller Valley YouTube Channel

IN ATTENDANCE

Mayor Colberg
Councillor Kristyne DeMott
Councillor Jay Garbutt
Councillor Lisa Hansen-Zacharuk
Councillor Tony Lacher
Councillor Fred Makowecki
Councillor Tom Zariski

Chief Administrative Officer (CAO): Darryl Drohomerski
Communication Officer: Erica Crocker
Director of Emergency and Protective Services: Greg Peters
Director of Infrastructure: Dave Brett
Manager of Recreation, Arts and Culture: Darren Goldthorpe
Legislative Assistant: Denise Lines

1. CALL TO ORDER

Mayor called the meeting to order at 4:30pm

2. OPENING REMARK

Thank you to the organizers of Seniors Week and all the participants.
Dinosaur Downs Speedway had a successful weekend of racing and was quite busy

3. ADDITIONS TO THE AGENDA - N/A

4. ADOPTION OF AGENDA

4.1 Agenda for June 14, 2021 Regular Council Meeting

M2021.121 Moved by Councillor Zariski, Councillor Hansen-Zacharuk; that Council adopt the agenda for the June 14, 2021 Regular Council meeting as presented.

5. REQUEST FOR DECISION AND REPORTS

5.1. CHIEF ADMINISTRATIVE OFFICER

5.1.1 Organizational Restructuring of the Town of Drumheller Resiliency and Flood Mitigation Office

CAO, Darryl Drohomerski explained the changes in the structure of the Drumheller Resiliency and Flood Mitigation Office.

Subject matter included:

- The introduction interim project manager Mark Steffler.
- Introduction of the interim communications team, Alchemy Communications.

- The project elements are in various stages of completion. Out of respect and privacy to the property owners that are directly affected by the project, public announcements and open houses will be conducted after people have been contacted.
- There are 4 different engineering companies and a variety of contracts working on different aspects of the project.

M2021.122 Moved by Councillor De Mott, Councillor Hansen-Zacharuk; that Council removes Darwin Durnie from the position of Chief Resiliency and Flood Mitigation Officer for the Town of Drumheller.

M2021.123 Moved by Councillor Hansen-Zacharuk, Councillor Lacher; that Council terminates the contract of darwindurnie Consulting Corporation from the Town of Drumheller Flood Mitigation and Climate Change Program effective June 8, 2021.

M2021.124 Moved by Councillor Makowecki, Councillor Lacher; that Council amend the reporting structure for the Flood Mitigation Project with all parties reporting to the CAO or designate for the remainder of the project.

M2021.125 Moved by Councillor Zariski, Councillor Lacher; that Council Gives First Reading to Bylaw 11.21 as presented.

5.1.2 Request for Decision – Flag Masting Policy C-05-21

Director of Infrastructure, Dave Brett explained that this policy will clarify the process and procedure of proclamations and flag masting. He also confirmed that some of the Town’s flag poles do not go to half mast, and replacing them will be scheduled into the annual capital budget cycle over the next few years.

M2021.126 Moved by Councillor Lacher, Councillor Hansen-Zacharuk, that Council adopts C-05-21 Flag Masting Council Policy as presented.

5.2 DIRECTOR OF EMERGENCY AND PROTECTIVE SERVICES
MANAGER OF RECREATION, ARTS AND CULTURE

5.2.1 Covid Update

6. ADJOURNMENT

M2021.127 Moved by Councillor Hansen-Zacharuk, Councillor De Mott that Council adjourn the meeting. Time 5:07pm

MAYOR

CHIEF ADMINISTRATIVE OFFICER

Drumheller Valley YouTube Live Stream: <https://www.youtube.com/watch?v=9pgXwWA1PhI>



PROPOSED COMMITTEE OF THE WHOLE	PROPOSED REGULAR COUNCIL MEETINGS
January 4	January 11
January 18	January 25
February 1	February 8
Tuesday February 16	February 22
March 1	March 8
March 15	March 22
March 29	Tuesday April 6
April 12	April 19
April 26	May 3
May 10	May 17
Tuesday May 25	May 31
June 7	June 14
June 21	June 28
July 5 - Cancelled	July 12
July 19 - Cancelled	July 26
Tuesday August 3 - Cancelled	August 9
August 16 - Cancelled	August 23
August 30 - Cancelled	Tuesday September 7
September 13	September 20
September 27	October 4
Tuesday October 12	October 18 - Election Day
October 25	November 1
November 8	November 15
November 22	November 29
December 6	December 13
December 20	December 27

**TOWN OF DRUMHELLER
BYLAW NUMBER 20.20**

BEING A BYLAW OF THE TOWN OF DRUMHELLER TO REQUIRE THAT MASKS BE WORN IN INDOOR PUBLIC SPACES TO LIMIT THE SPREAD OF COVID-19:

WHEREAS COVID-19 was declared a pandemic by the World Health Organization on March 11, 2020;

AND WHEREAS, COVID-19 continues to pose a health risk to persons in Alberta, including those in the Town of Drumheller;

AND WHEREAS, Alberta Health Services encourages the use of masks and physical distancing as some of the methods to reduce the risk of the spread of COVID-19;

AND WHEREAS, physical distancing may not be possible in Indoor Public Places (as defined below);

AND WHEREAS, the *Municipal Government Act* provides that a municipality may pass bylaws to regulate, prohibit and impose a system of licenses, permits or approvals.

AND WHEREAS, Council deems it prudent to require people to wear Masks in Indoor Public Places for the purpose of promoting the safety, health, and welfare of people during the COVID-19 pandemic.

NOW THEREFORE the Council of the Town of Drumheller, in the Province of Alberta, duly assembled, enacts as follows:

1. SHORT TITLE

1.1. This Bylaw may be known as the "COVID-19 Mask Bylaw"

2. DEFINITIONS

2.1. In this Bylaw, the following terms shall have the following meanings:

(a) "**Bylaw Violation Tag**" is a ticket or summons issued for an allegation of a Bylaw infraction and is issued by a Peace Officer and only enforceable in the Town.

(b) "**Chief Administrative Officer (CAO)**" means the person appointed to the position of the chief administrative officer for the Town of Drumheller, within the meaning of the *Municipal Government Act*;

(c) "**Director of Emergency Management (DEM)**" means the person appointed to the position of Director of Emergency Management, or Deputy Director of Emergency Management by motion of Council.

(d) "**Indoor Public Place**" means all or part of a building, structure, or other enclosed area to which the public has access as of right or by invitation, express, or implied,

regardless of whether a fee is charged for entry, and for clarification includes but is not limited to:

- (i) eating and drinking establishments;
- (ii) Public Vehicles;
- (iii) entertainment establishments, amusement arcades, bingo establishments, adult entertainment establishments, and theatres;
- (iv) markets, retail stores, garden centres, shopping centres, and other places where goods or services are made available to the public;
- (v) places of worship, community facilities, recreational facilities, and places where people gather for cultural purposes;
- (vi) gyms, studios, and other exercise facilities;
- (vii) indoor or enclosed parking facilities;
- (viii) premises used as an open house, presentation centre, or other facility for real estate purposes;
- (ix) common areas of hotels, motels, and other short term rentals;
- (x) medical clinics; and
- (xi) offices to which the public has access;

but does not include buildings or portions of buildings being used exclusively for the following purposes:

- (i) schools and education programs governed by the *Education Act* SA 2012 c. C-0.3;
- (ii) daycares and other childcare facilities including those governed by the *Child Care Licensing Act*, SA 2007 c. C-10.5;
- (iii) children's day camps;
- (iv) post-secondary institutions;
- (v) hospitals, independent health facilities, and offices of regulated health professionals; and
- (vi) private offices not open to the general public where clients receive services from professional service providers such as lawyers and accountants;

(e) **"Mask"** means a medical mask, cloth, or paper non-medical mask, or other face covering that fully covers the nose, mouth and chin.

(f) **“Municipal Enforcement Officer”** means for the purposes of this bylaw a municipal enforcement officer duly appointed of the Town of Drumheller and empowered to enforce all bylaws,

(g) **“Operator”** means the person who controls or manages activities or is in charge of activities within an Indoor Public Place;

(g) **“Peace Officer”** means a peace officer as defined in the *Provincial Offences Procedure Act*, RSA 2000 c. P-34;

(h) **“Public Vehicle”** means a bus, taxi, or other vehicle that is used to transport members of the public for a fee.

(i) **“Town Facility”** means an indoor space open to the public, within a building that is owned or leased by the Town of Drumheller in which services or amenities to the public are provided by the Town in all or part of the building, regardless of whether the indoor space is occupied by the Town or by another party.

(j) **“Violation Ticket”** means a provincial violation ticket as defined in the *Provincial Offences Procedure Act of Alberta*.

3. REQUIREMENT TO WEAR MASKS

3.1. A person must wear a Mask at all times while in an indoor, enclosed, or substantially enclosed Public Place, Indoor Workplace, or in a Public Vehicle where other people are present.

4. EXEMPTIONS

4.1. The following persons shall be exempt from the requirement to wear a Mask under this Bylaw:

- (a) Children under the age of two (2) years;
- (b) Children under the age of five (5) years who refuse to wear a Mask and cannot be persuaded to do so by the caregiver accompanying them;
- (c) Persons with a bona fide medical condition or disability that inhibits their ability to safely wear a Mask;
- (d) Persons who are unable to safely put on, use, or remove a Mask without assistance;
- (e) Persons who are actively consuming food or drink at an Indoor Public Place that offers food or beverage services;
- (f) Persons who have temporarily removed their Masks for the purposes of:
 - (i) receiving or providing services that require removal of the Mask;
 - (ii) actively engaging in an athletic or fitness activity; or

(iii) for emergency or medical purposes;

(g) Persons who require accommodation in accordance with the *Alberta Human Rights Act*, RSA 2000 c. A-25.5;

(h) Employees working at an Indoor Public Place within an area designated for them where public access is prohibited; and

(i) Employees working at an Indoor Public Place who are within or behind a physical barrier that separates them from the public and creates a barrier that blocks respiratory droplets.

4.2. Operators shall not request proof that an exemption applies.

5. DUTY OF OPERATOR

5.1. The Operator of an Indoor Public Place shall prominently display a sign at the entrance of or in a location visible to persons immediately upon entering an Indoor Public Place as set out in Schedule "A".

6. ENFORCEMENT, OFFENCES, AND PENALTIES

6.1 Where a Peace Officer believes that a person has contravened any provision of this bylaw, the Peace Officer may issue a Violation Ticket in accordance with the Provincial Offences Procedure Act, RSA 2000, c P-34.

6.2 If a Violation Ticket is issued for an offence under this bylaw, the Violation Ticket may:

- (a) specify the fine amount established by this bylaw for the offence; or
- (b) require a person to appear in court without the alternative of making a voluntary payment.

6.3 A person who commits an offence may, if a Violation Ticket is issued specifying the fine amount established by this bylaw for the offence, make a voluntary payment equal to the specified fine amount

6.4. A bylaw violation tag may be served by either a peace officer or a municipal enforcement officer and service of it will be sufficient if it is:

- (a) personally served;
- (b) served by regular mail to the person's last known mailing address; or
- (c) in the case of an offence by the Operator of an Indoor Public Place, personally served to an employee or manager who appears to be an adult or served by registered mail to the address of the Indoor Public Place.

6.5. A provincial violation ticket issued in respect of an offence may:

- (a) specify the fine amount established by this Bylaw for the offence; or
- (b) require the person to appear in Court without the option of making a voluntary payment.

6.6. Nothing in this Bylaw shall prevent a Peace Officer from providing information instead of issuing a violation ticket and issuing a violation ticket instead of a bylaw violation tag.

- (a) a municipal enforcement officer shall only issue a bylaw violation tag.

6.7. In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence for each day or part of a day on which it continues.

6.8. The levying and payment of any fine provided in this Bylaw shall not relieve a person from the necessity of paying any fees, charges, or costs from which that person is liable under the provisions of this Bylaw or any other bylaw.

6.9. Any unpaid municipal violation tag issued prior to the time of repeal or declaration may result in issuance of a Violation Ticket after the time of repeal will be as valid and enforceable as though this bylaw had not been repealed.

7. INTERPRETATION

7.1. Where a statute is referenced in this Bylaw, it means that statute as amended from time to time.

7.2. Where the singular or masculine form of a term is used in this Bylaw, it shall include the plural, feminine or neutral as the context may require.

8. SEVERABILITY

8.1. If any provision of this bylaw shall be held invalid or unenforceable, the invalidity or unenforceability shall attach only to that provision and shall not in any manner affect or render invalid or unenforceable any other provision, and this bylaw shall be interpreted and enforced as if the invalid or unenforceable provision were not contained herein.

9. COMING INTO FORCE

9.1. A person must wear a Mask at all times while in a Town Facility effective the day this Bylaw is signed by the Chief Elected Official and the Chief Administrative Officer.

9.2. The full provisions of this Bylaw will be enacted by the CAO or DEM given the following circumstances:

- (i) the number of active cases of COVID-19 as reported by Alberta Health Services to be 10 or more in the Town of Drumheller; or
- (ii) the number of active cases rate per 100,000 population of COVID-19 as reported by Alberta Health Services to be 50 or more in any County bordering the municipal boundaries of the Town of Drumheller.

9.3. If the provisions of this Bylaw have been enacted in accordance with Section 9.2, the provisions remain in force until the number of active COVID-19 cases in Drumheller are reported by Alberta Health Services to be less than 10 for 30 consecutive days and as declared by the CAO or DEM.

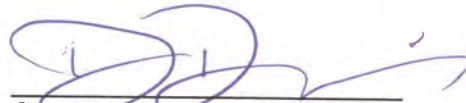
9.4. The provisions of this Bylaw enacted in accordance with Section 9.1 shall remain in force until repealed by Council.

Read a first time this 23rd day of November, 2020.

Read a second time this 23rd day of November, 2020.

Read a third time this 23rd day of November, 2020.

Signed this 23rd day of November, 2020 at Drumheller, Alberta.


Deputy Mayor
Chief Administrative Officer

SCHEDULE "A" – SPECIFIED SIGNAGE

NOTICE

Mask is Required!

ALL PERSONS MUST WEAR A MASK ON THESE PREMISES AS REQUIRED BY TOWN OF DRUMHELLER BYLAW NO 20.20



**Masks must fit securely against the face,
cover the mouth and nose, and
create a barrier that filters respiratory droplets.**

Exemptions include children under 2, anyone who has temporarily removed their mask to participate in an athletic or fitness activity or people with a medical condition or disability that inhibits their ability to safely wear a mask.

SCHEDULE "B" – SPECIFIED PENALTIES

SECTION	OFFENCE	PENALTY
3.1	Fail to wear mask in indoor public place	\$100.00
5.1	Failure to Display sign at indoor public place	\$200.00

**TOWN OF DRUMHELLER
BYLAW 12.21**

Repeal Bylaw 34.98

BEING A BYLAW OF THE TOWN OF DRUMHELLER, IN THE PROVINCE OF ALBERTA, TO PROVIDE ELECTIONS WITHIN THE JURISDICTION OF THE TOWN OF DRUMHELLER;

WHEREAS, under the authority of and subject to the provisions of the *Local Authorities Election Act, RSA 2000, c.1-21*, and amendments thereto, Council may establish, by bylaw, election procedures;

AND WHEREAS subsection 180(3) of the Municipal Government Act, R.S.A. 2000, c. M-26, provides that where council is authorized under any enactment to do something by resolution, it may also be done by bylaw;

THEREFORE, the Council of the Town of Drumheller, in the province of Alberta enacts as follows:

1. SHORT TITLE

1.1 This bylaw may be called the "Election Bylaw".

2. PURPOSE

2.1 The purpose of this bylaw is to establish rules for conducting Town of Drumheller elections held in accordance with the requirements of the *Local Authorities Election Act*.

2.1 If there is any conflict between a provision of this Bylaw and a provision of the *Local Authorities Election Act*, the latter prevails.

3. DEFINITIONS

3.1 Unless otherwise specified, words used in this bylaw have the same meaning as defined in the *Municipal Government Act RSA 2000 c M-26* or the *Local Authorities Election Act*.

3.2 In this bylaw, the following terms mean:

- a) "Council" means the Council of the Town of Drumheller, elected pursuant to the Municipal Government Act;
- b) "local jurisdiction" means, and includes, The Town of Drumheller, and any other jurisdiction the Town of Drumheller has in agreement with to conduct elections on their behalf;
- c) "Town" is the corporation of the Town of Drumheller;
- d) "Returning Officer" is the Chief Administrative Officer or otherwise delegated by resolution of Council;

- e) “voting subdivision” means that area of a local jurisdiction or ward designated as a voting subdivision by the elected authority or the returning officer;

4. APPOINTMENT OF RETURNING OFFICER AND SUBSTITUTE RETURNING OFFICER(S)

- 4.1 An elected authority may, by resolution, appoint a returning officer for the purposes of conducting elections under this Act by June 30 of the year in which the election occurs or, for a by-election or vote on a question or bylaw, in the resolution or bylaw that fixes the day for the by-election or vote on a question or bylaw.
- 4.2 If the elected authority does not appoint a returning officer, the Chief Administrative Officer is deemed to have been appointed as the returning officer.
- 4.3 The *Local Authorities Election Act*, requires a substitute returning officer be appointed by the municipal council at the time a returning officer is appointed for the purpose of general elections, by-elections or votes on a question or bylaw
- 4.4 If, through illness, absence or other incapacity, the returning officer is incapable of performing the duties of returning officer, the substitute returning officer has and may exercise all the duties, functions and powers of a returning officer for the purposes of conducting elections under this Act.

5. PLACE OF NOMINATION

- 5.1 The Returning Officer must designate one or more locations within the Town to serve as the local jurisdiction office for the purpose of receiving nominations

6. NOMINATION DAY

- 6.1 Nomination Day is four (4) weeks before Election Day.
- 6.2 A person may file a nomination to become a candidate:
 - (a) for a general Election, within the period beginning on January 1 in a year in which a general Election is to be held and ending at 12 noon on Nomination Day;
 - (b) and for a by-election, within the period beginning on the day after the resolution or bylaw is passed to set Election Day for the by-election and ending at 12 noon on Nomination Day.
- 6.3 Within forty-eight (48) hours of the close of nominations on Nomination Day, the Returning Officer shall post or cause to be posted at the Local Jurisdiction office the names of all candidates that have been nominated and the offices for which they were nominated.

7. WITHDRAWAL OF NOMINATIONS

- 7.1 A person nominated as a candidate may withdraw their nomination any time during the nomination period in accordance with section 32 of the *Local Authorities Election Act*, subject to the following:

- (a) the person withdrawing their nomination must provide their withdrawal in writing to the Returning Officer;
- (b) the withdrawal must include the person's name and the office for which they were nominated, and the withdrawal must be signed and dated by the person; and;
- (c) the person's withdrawal is effective on the date written notice is received by the Returning Officer in accordance with this bylaw.

8. VOTING SUBDIVISIONS AND STATIONS

8.1 The Returning Officer is hereby authorized to:

- (a) divide the local jurisdiction into voting subdivisions and may from time to time alter the boundaries as required;
- (b) designate more than one voting station for each voting subdivision as required;
- (c) designate the location of each voting station, which may be outside the voting subdivision; and
- (d) determine the locations, dates and times of operation for both the advance and institutional voting stations.

9. ADVANCE VOTING

9.1 The Returning Officer shall conduct an advance vote on an Election in accordance with the *Local Authorities Election Act*.

10. INSTITUTIONAL VOTING STATION

10.1 The elected authority by resolution or the returning officer, if authorized by resolution of the elected authority, may designate the location of one or more institutional voting stations for an election.

11. JOINT ELECTION

11.1 The Returning Officer is authorized to enter into agreements, on behalf of the Town, to conduct elections on behalf of other jurisdictions in the Town whose boundaries may or may not be contiguous with the Town, but do have areas in common.

12. COUNTING CENTRE

12.1 The Returning Officer may designate a single location as a Counting Centre for the purpose of this Section and shall notify all affected candidates, official agents and scrutineers of the location of the Counting Centre.

12.2 The Returning Officer shall ensure the Counting Centre is secure from unauthorized access by persons who are not entitled to be present during the processing and tabulation of results.

13. TRANSITIONAL

13.1 Bylaw 34.98, and all amendments is hereby repealed, Bylaw 12.21 comes into full force after third reading.

READ A FIRST TIME THIS _ DAY OF __, 2021

READ A SECOND TIME THIS _ DAY OF __, 2021

READ A THIRD TIME AND PASSED THIS _ DAY OF __, 2021

MAYOR

CHIEF ADMINSTRATIVE OFFICER

draft - 2021june25 - 2nd reading

**TOWN OF DRUMHELLER
BYLAW NUMBER 13.21**

A BYLAW OF THE TOWN OF DRUMHELLER IN THE PROVINCE OF ALBERTA FOR THE REGULATION OF ELECTION SIGNAGE

WHEREAS Sections 7 and 8 of the Municipal Government Act, RSA 2000 Chapter M-26 authorizes Council of a municipality to pass bylaws for the safety, health and welfare of people and the protection of people and property and for people, activities, and things in, on or near a public place or place that is open to the public, which bylaws may regulate or prohibit, and impose fines and penalties for infractions of the bylaws;

AND WHEREAS pursuant to Section 18 of the Municipal Government Act, RSA 2000 Chapter M- 26 a municipality has the direction, control and management of all roads within the municipality;

AND WHEREAS Section 13 of the Traffic Safety Act, RSA 2000 Chapter T-6, authorizes Council of Drumheller to make bylaws with respect to a highway under its direction, control and management which are not inconsistent with the Act;

NOW THEREFORE, the Municipal Council of the Town of Drumheller in the Province of Alberta hereby enacts a Bylaw to regulate election signs within the Town of Drumheller.

1.0 SHORT TITLE

1.1 This Bylaw may be cited as the Town of Drumheller “Election Signage Bylaw”

2.0 DEFINITIONS

- 2.1 For the purposes of this Bylaw, all definitions and interpretations of the Traffic Safety Act and Local Authorities Election Act and all subsequent regulations shall apply, unless otherwise defined in this Bylaw.
- 2.2 “candidate” means a person officially nominated as a candidate at an Election and their authorized agent;
- 2.3 “council” means the duly elected Council of the Town of Drumheller;
- 2.4 “court” means a Court of competent jurisdiction in the Province of Alberta;
- 2.5 “election” means a Federal, Provincial, Municipal or School Board general election or by-election held pursuant to the Canada Elections Act, S.C 2000, Chapter 9, Elections Act, R.S.A. 2000 Chapter E-1, or the Local Authorities Election Act, RSA 2000 Chapter L-21;

- 2.6 “election sign” means any free-standing sign connected with an Election including but not limited to signs describing or promoting the Election process, a Candidate or a party seeking Election, a referendum or plebiscite;
- 2.7 “Enforcement Officer” means a member of the Royal Canadian Mounted Police (R.C.M.P.), a Community Peace Officer appointed by the Solicitor General of Alberta in accordance with the Peace Officers Act R.S.A 2006 Chapter p-3.5, and a Bylaw Enforcement Officer employed by the Town of Drumheller in accordance with the Municipal Government Act;
- 2.8 “highway” means any thoroughfare, street, road, trail, avenue, parkway, viaduct, lane, alley, square, bridge, causeway, trestleway or other place or any part of any of them, whether publicly or privately owned, that the public is ordinarily entitled or permitted to use for the passage or parking of vehicle, and includes:
- (a) a sidewalk, including a boulevard adjacent to the sidewalk;
 - (b) if a ditch lies adjacent to and parallel to the roadway, the ditch and;
 - (c) if a highway right of way is contained between fences or between a fence and one side of the roadway, all the land between the fence and the edge of the roadway as the case may be,
- but does not include a place declared by regulation not to be a highway;
- 2.9 “Land Use Bylaw” Means the Town of Drumheller Land Use Bylaw 16.20, as amended or replaced by Council from time to time;
- 2.10 “Municipal Government Act” means the Municipal Government Act, R.S.A 2000 Chapter m-26, as amended, repealed or replaced;
- 2.11 “parkland” means any grassed, cultivated or otherwise improved land used for the purposes of a playground or recreation area, any public park, parkway or square. This definition shall not include golf courses.
- 2.12 “person” means any individual or corporate entity including firm, joint venture, proprietorship, association, corporation, organization, partnership, company, society, political party and any other legal entity;
- 2.13 “polling place” or “voting place” means the entire building where the Election voting will occur and the property associated with the building.
- 2.14 “permanent sign” means a permanent sign approved by the Town of Drumheller in accordance with the Land Use Bylaw and other applicable bylaws;

- 2.15 “portable sign” means a temporary sign approved by the Town of Drumheller in accordance with the Land Use Bylaw or applicable bylaws;
- 2.16 “Provincial Offences Procedure Act” means Provincial Offences Procedure Act, R.S.A 2000 Chapter P-34, as amended from time to time;
- 2.17 “provincial highway” means any highways or road that is subject to the direction and management of the Province of Alberta by virtue of legislation including but not limited to the Traffic Safety Act, R.S.A. 2000 Chapter T-6, the Highways Development and Protection Act R.S.A. 2004 Chapter H-8.5, the Provincial Parks Act, R.S.A 2000 Chapter P-35 and the Public Lands Act, R.S.A. 2000 Chapter P-40;
- 2.18 “returning officer” means a person appointed as a returning officer and includes a person acting in the returning officer’s place;
- 2.19 “sign owner” means the Candidate or Person having the use or major benefit of the Election Sign;
- 2.20 “town” means the municipality of the Town of Drumheller.
- 2.21 “violation ticket” means a ticket issued pursuant to Part 2 of the Provincial Offense Procedures Act, R.S.A. 2000 Chapter P-34, or as amended from time to time;

3.0 GENERAL PROHIBITIONS AND REQUIREMENTS

- 3.1 Excluding 3.5(f), this Bylaw is to be considered the sole authority in the Town.
- 3.2 Every Sign Owner shall ensure that Election Signs are designed, erected and installed in accordance with the applicable Alberta legislation including but not limited to, the *Canadian Elections Act* (Federal Elections), *Election Act* (Provincial Elections) and *Local Authorities Election Act* (Municipal and School Board Elections), Alberta Transportation and this Bylaw.
- 3.3 Federal, Provincial, Municipal or School Election signs may be posted only between:
- (a) 12:00 noon on the day when an election is officially called and 3 days after the closing of polling stations for the municipal and school elections; or
 - (b) 12:00 noon on the day when an election is officially called and 3 days after the closing of polling stations for federal and provincial elections.
- 3.4 No person shall erect, cause or permit to be erected an Election sign on private property without the property owner’s consent;

- 3.5 Election Signs erected on private property must:
- (a) have permission of the property owner;
 - (b) not exceed 1.0 sq. metres in sign area;
 - (c) not exceed 1.2 metres in sign height;
 - (d) be freestanding;
 - (e) not present a safety hazard;
 - (f) if signs are larger than prescribed in 3.5(b) or 3.5(c), be referred to the Town of Drumheller's Development department for consideration of approval under the provisions of the Town's Land Use Bylaw;
 - (g) not resemble a ballot with a mark in favor of the candidates' name with the intent to explain to the voters how to vote.
- 3.6 The following types of Election Signs shall not be allowed:
- (a) a sign that displays an intermittent flashing, rotating or moving light;
 - (b) a sign that in any way imitates a standard or commonly used highway or Road traffic sign;
 - (c) a sign that is floodlit or backlit in such a manner as to cause interference to the public or a neighbouring property;
 - (d) a sign that has any moving or rotating parts; and
 - (e) a sign that is inflatable.
- 3.7 Election Signs will not be placed on any Town of Drumheller owned or leased property, occupied or not. These signs shall be removed.
- 3.8 No person shall at any time nail, tape, staple, tie or otherwise attach an Election Sign, or cause an Election Sign to be nailed, taped, stapled, tied or otherwise attached to or upon utility poles, light poles, utility boxes, trees, planters, benches, waste receptacles, newspaper boxes, mailboxes or other similar fixtures;
- 3.9 No person shall erect, cause or permit to be erected an Election Sign in any place
- (a) that may obstruct or impede any exit routes or escape routes or impede free access of emergency vehicles;
 - (b) that may obstruct the view of any traffic signal, or sign;

- (c) resemble any regulated traffic sign or signal as defined in 3.6(b), or obstruct the view of any person operating a vehicle which otherwise may pose a safety hazard;
- 3.10 No person shall at any time on any Election voting day (12:00 a.m. to 11:59 p.m.), including those days when advance Election voting is held, erect, cause or permit to be erected an Election Sign at any polling place or voting place or display a vehicle sign within 50 metres at any Polling Place or Voting Place;
- 3.11 Any person placing or installing an Election Sign that penetrates the ground is expected to know the location of underground utilities, which can be obtained from Alberta One Call and that person is solely responsible for ensuring that no interference or damage is caused to the underground utilities.
- 3.12 No person shall deface, remove or willfully cause damage to a lawfully erected Elections sign;
- 3.13 The sign owner is responsible for ensuring all Election Signs are kept free from damage and disrepair. Sign owners are responsible to remove any damaged or vandalized Election Signs immediately;
- 3.14 The sign owner is liable for any and all damages, loss and expenses resulting from the removal of any Election Sign which is installed or erected in breach of this Bylaw;

4.0 ENFORCEMENT

- 4.1 Where an Enforcement Officer has determined a sign poses a public safety risk, it shall be removed immediately and notice given to the sign owner
- 4.2 Where an Enforcement Officer has determined that the Election Sign violates this Bylaw they shall give notice to the sign owner to remove it. Where a Sign Owner has been given notice to remove the Election Sign by an Enforcement Officer, the Sign Owner shall remove the Election Sign with 24 hours of receiving the notice or such time period as the Enforcement Officer may direct. Signs not removed within 24 hours of notice may be removed by the Enforcement Officer.
- 4.3 The Town of Drumheller shall not be liable for any damage or loss of an Election Sign that was erected or installed in contravention of this Bylaw or that was removed by an Enforcement Officer on the basis that the Election Sign violated this bylaw or posed a public safety risk;
- 4.4 This Bylaw does not apply to Provincial Highways. The placement of Election Signs in Provincial Highways is regulated by Alberta Transportation.

5.0 OFFENCES AND PENALTIES

- 5.1 Any person who violates any provision of this Bylaw has committed an offence.
- 5.2 Each Election Sign in contravention of this Bylaw constitutes a separate violation for which a violation ticket may be issued.
- 5.3 Where an Enforcement Officer has reasonable and probable grounds to believe that a Person has violated any provision of this Bylaw, the Enforcement Officer may commence Court proceeding against such Person by:
- (a) issuing a Person a Violation Ticket pursuant to the provisions of Part 3 of the Provincial Offenses Procedure Act;
- 5.4 Where an Enforcement Officer issues a Person a Violation ticket in accordance with section 5.2 of this bylaw, the Enforcement Officer may either:
- (a) allow the person to pay the specified penalty established in **Schedule "A"** for the offence by including such minimum penalty in the Violation Ticket; or
 - (b) require a Court appearance of the Person where the Enforcement Officer believes that such appearance is in the public interest, pursuant to the provisions of Part 3 of the Provincial Offenses Procedure Act.
- 5.5 No provision of this Bylaw nor any action taken pursuant to any provision of the Bylaw shall in any way restrict, limit, prevent or preclude the Town of Drumheller from pursuing any other remedy in relation to an offence, as may be provided by the Municipal Government Act, or any other law of the Province of Alberta.

6.0 VICARIOUS LIABILITY

- 6.1 For the purpose of this bylaw, an act or omission by an employee or agent for a person is deemed also to be an act or omission of the person if the act of omission occurred in the course of the employee's employment with the person, or in the course of the agent exercising the powers of or performing duties on behalf of the person under their agency relationship.

7.0 SEVERABILITY

- 7.1 If a court of competent jurisdiction should declare any Section or Subsection of this Bylaw to be invalid, that Section or Subsection shall be severed from the remainder of the Bylaw, and the remaining provisions of this Bylaw shall continue to be valid and enforceable.

8.0 TRANSITIONAL

8.1 Bylaw 13.21 shall come into full force and effect on the date of final passing.

READ THE FIRST TIME ON THE _ DAY OF __ , 2021

READ THE SECOND TIME ON THE _ DAY OF __ , 2021

READ THE THIRD TIME AND PASSED ON THE _ DAY OF __ , 2021

MAYOR

CHIEF ADMINISTRATIVE OFFICER

SCHEDULE "A" SCHEDULE OF FINES

The description used for each offense listed in this schedule exists solely for purposes of identifying and referencing the particular offense listed in the Bylaw, and shall not be construed as limiting or altering any provision or offence identified in the text of the Bylaw itself.

Specified Penalty Per Offence

Offense	Specified Penalty
First	\$ 100
Second	\$ 150.00
Subsequent	\$ 250.00

REQUEST FOR DECISION

TITLE:	Water and Wastewater Bylaw Amendment
DATE:	June 24, 2021
PRESENTED BY:	Dave Brett, Director of Infrastructure Services
ATTACHMENT:	Bylaw 15.21

SUMMARY:

The current Water and Wastewater Bylaw was brought into effect on February 6, 2017. Recently, Town Administration identified an issue with the current bylaw which did not contemplate residential multi-unit dwellings on a single property with individual metering.

This issue can be addressed by making changes to Part 6 – Service Connections, item 10, Number of Services.

The section as currently written indicates that “all newly constructed multiple unit structures located on one lot shall be serviced with one service and one water meter...”. Written in this way, it eliminates all other options.

As such, Administration proposes the following change be made:

Multiple Water Services:

- a. Allow for multiple water services and water meters for a single lot at the discretion of the Chief Administrative Officer. This change brings flexibility into the bylaw to allow for alternative servicing options for multi-unit residential and commercial units that are intended for rental. This will be addressed by removing the current Item 10 and replacing it with 10.a) *“Unless otherwise approved by the Chief Administrative Officer, each property shall have one service with one water meter.”*
- b. This change will allow the Town to be open to alternative designs, and servicing arrangements for new development and redevelopment of properties within the Town. This will encourage new and alternative property development and associated business within the Town.
- c. Billing for the water services, regardless of the number, would be the same; each service will be billed on a base flat rate and a consumption rate.

Council asked Administration to review and propose a solution for high volume industrial and commercial water customers that do not send much of their water down their sanitary service. There are approximately six such customers in Drumheller and an example would include water haulers that use the transported water for oilfield services or a business that uses water to make a product that is sold or consumed.

- a. Currently every property that has a water service and sanitary service has the sanitary service billed on the basis on the water usage. This means that every property that has a water service and sanitary service is billed for sanitary at a flat base fee and a flow rate assumed to be 80% of the incoming water, which was designed in part to account for summer water usage on lawns and gardens.

This can create a situation where businesses that have high water use, which does not generate high sanitary flows, are billed as if they have the assumed high sanitary sewer flow. Businesses that are potentially affected by this are those that have manufacturing or production processes that consume significant amounts of water. This will be addressed by adding 10.b) *"A commercial or industrial property, that has significant process water use, that does not return to the wastewater system, may request a dedicated process water service that does not incur wastewater charges. All charges associated with the additional water service and water meter are the customer's responsibility."* In addition, under Part 1, a definition for process water has been added.

- b. By allowing a commercial or industrial property to install a dedicated process water service line, without a sanitary service associated with it, those businesses that use high water amounts that become "locked" into the product being created and do not generate any wastewater, can see a savings on their utility billing. This would make the Town of Drumheller more economically attractive for businesses, as it will result in reduced overhead costs.
- c. However, the funding of the operation and maintenance of the Town's sanitary system is currently based on a budget sanitary revenue financial model that includes consumption fees from these users. Elimination of these revenues will need to be made up by the remaining users, this is discussed below under Financial Impact.

In developing this amendment, Administration reviewed water and wastewater bylaws for Stettler, Strathmore, Brooks, Olds, Red Deer, Lacombe and the City of Calgary. Of these municipalities, the City of Calgary assumes 92% of the metered water returns to the sanitary, however commercial customers who return less than 80% can request a dedicated sanitary meter under certain conditions. Both Red Deer and Lacombe indicate that they may enter into agreements with large water consumers that do not send wastewater into their system. The Stettler bylaw is similar to the amendment being proposed by Administration. The communities of Strathmore, Olds and Brooks have bylaws that are in alignment with Drumheller's current unamended bylaw.

RECOMMENDATION:

Administration is recommending the two proposed amendments to the Water and Wastewater Bylaw and that each proposed change becomes effective August 1, 2021. Because the second recommendation impacts the majority, but not all, ratepayers in the utility, it is recommended that Council set a public hearing in order to receive feedback.

FINANCIAL IMPACT:

Item 1) Multiple Water Services will have no negative impact on the Town's finances; used water will still be metered and billed in all cases. In fact, allowing multiple water services will result in multiple accounts and the associated increase in the number base fee amounts at the locations that choose to use this method.

Item 2) will have an effect on the wastewater portion of the Utility budget. Should the six (6) highest water consumption businesses currently within Drumheller choose to take advantage of this option, Administration estimates the Town will lose up to \$5,247.37/ month. The proposed changes are recommended to come into effect on August 1, 2021. Should the six (6) business apply and be approved to benefit from this change, the 2021 revenue generated from wastewater fees will fall short by an estimated \$26,236.85. To mitigate the impact in 2021,

Administration recommends minimizing sanitary sewer expenditures and transfer of the final deficit, if any, from the Wastewater Reserve.

Annually, the revenue lost is estimated to be \$63,000, or 3.2% of the 2021 Sewer Revenue budget. With the Utility being funded on a cost recovery basis, that is, all monies collected support expenses plus allocation to reserves, the revenue received from these accounts are included in the cost of supporting the wastewater operation.

These costs, when removed from the large customers, will need to be reallocated among the rest of the customer base. For example, if 100 customers each pay \$10 per month for the service and five customers are now excluded from paying, the remaining customers would now be required to pay \$10.53 per month in order to meet the financial requirement. For Drumheller's wastewater customers, the increase in cost to meet current expenses would be an additional 3.2% based on 2021 rates. This translates into an average cost increase of approximately \$1.70 per customer per month, depending on consumption.

Currently there is a long-term financial plan regarding the sewer rate increases for the next several years with the goal of building up the Wastewater Reserve. If this change is made, the increase to the sanitary fees for the next several years and the planned duration of sanitary sewer fee increases will both be affected. Both of these items shall be reflected in the 2022 Utility Budget when it is brought to Council for review and approval.

STRATEGIC POLICY ALIGNMENT:

The changes to the bylaw align with the Town's economic development priorities and continue to make the Town an attractive place to do business.

COMMUNICATION STRATEGY:

Information regarding the recommended amendment will be posted on www.drumheller.ca/your-municipality/news as well as the Town's social media channels.

Resident feedback will be brought into the discussion prior to Mayor and Council's decision.

Feedback can be submitted to communications@drumheller.ca

Once approved, the Town will post the amended bylaw on www.drumheller.ca/your-municipality/bylaws

MOTION

Councillor: _____

That Council give first reading to the Water and Wastewater Bylaw 15.21 to amend Bylaw 02.17 and sets a public hearing date.

Seconded: _____


Prepared By: Dave Brett
Director of Infrastructure Services


Approved By: Darryl Drohomerski
Chief Administrative Officer

**TOWN OF DRUMHELLER
WATER AND WASTEWATER BYLAW No. 02-17**

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TOWN OF DRUMHELLER

BYLAW No.

WATER AND WASTEWATER BYLAW

A BYLAW REGULATING AND PROVIDING FOR THE TERMS, CONDITIONS, RATES AND CHARGES FOR THE SUPPLY AND USE OF WATER SERVICES AND WASTEWATER SERVICES PROVIDED BY THE TOWN OF DRUMHELLER

WHEREAS, pursuant to section 3 of the *Municipal Government Act* the purposes of a municipality are to provide services, facilities or other things that, in the opinion of council, are necessary or desirable for all or a part of the municipality;

AND WHEREAS, pursuant to section 7(g) of the *Municipal Government Act* a council of a municipality may pass bylaws for municipal purposes respecting public utilities;

NOW THEREFORE the Council of the Town of Drumheller, in the Province of Alberta, duly assembled, enacts as follows:

PART 1 - TITLE AND DEFINITIONS

Bylaw Title

1 This Bylaw shall be known as the "Water and Wastewater Bylaw".

Definitions

- a. "**Account**" means an agreement between a Customer and the Town for the supply of Utility Services of which the terms of the Water and Wastewater Bylaw shall form a part and includes the amounts payable from time to time by the Customer to the Town;
- b. "Backflow Preventer" also referred to as a cross connections control device, means a device that prevents flow of water or other liquids, mixtures, or substances into the potable water system from any source or sources other than the intended source.
- c. "Backflow Valve" means a device to prevent flow reversal in a Storm Water or Wastewater Sewer connection.
- d. "**Chief Administrative Officer**" means the Chief Administrative Officer of the Town and or their delegate;
- e. "**Council**" means the municipal council of the Town;
- f. "**Cross Connection**" means any temporary, permanent, or potential connection of any piping, fixture, fitting, container or appliance to the Water System that may

allow backflow to occur, including but not limited to: swivel or changeover devices, removable sections, jumper connections, and bypass arrangements;

- g. **“Curb Stop”** means a valve connected to a Water Service Line enabling the turning-on and shutting-off of the water supply to a Customer’s Property;
- h. **“Customer”** means any Person that receives Utility Services and where the context or circumstances so require includes any Person who makes or has made an application for Utility Services or otherwise seeks to receive Utility Services, and also includes any Person acting as an agent or representative of a Customer;
- i. **“Emergency”** means a condition that creates an imminent danger or a real possibility of property damage, or personal injury, or when a condition or situation is declared to be an emergency by Council, or the Federal or Provincial Crown, or other civil authority having jurisdiction;
- j. **“Engineering Design Standards”** means the Town’s Minimum Engineering Design Standards, or in the absence of such standards, generally accepted municipal engineering standards;
- k. **“Facilities”** means any infrastructure forming part of:
 - i. the Water System, including without limitation: water treatment plants, reservoirs, pumping stations, Water Mains, Water Service Lines, Curb Stops, valves, fittings, fire hydrants, chambers, Meters, Cross Connection control devices and all other equipment and machinery of whatever kind owned by the Town that is used to produce and supply potable water to Customers; or
 - ii. the Wastewater System, including without limitation: Wastewater treatment plants, sewage lagoons, pumping stations, Wastewater Mains, Wastewater Service Lines, valves, fittings, chambers, Meters, and all other equipment and machinery of whatever kind owned by the Town that is used for the collection and transmission of Wastewater; as the context requires
- l. **“Force Majeure”** means circumstances not reasonably within the control of the Town, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, mechanical breakdowns, intervention of federal, provincial or local government or any of their agencies or boards, the order or direction of any court, and any other cause, whether of the kind herein described or otherwise;
- m. **“Hazardous Waste”** has the same meaning as in the *Environmental Protection and Enhancement Act* and any regulations thereunder;

- n. **“Meter”** means the individual or compound water meter and all other equipment and instruments, including but not limited to, radio frequency units and remote meter reading devices supplied and used by the Town to calculate and register the amount of water consumed relative to the land and buildings that the Meter is designed to monitor;
- o. **“MGA”** means the current Municipal Government Act which may be referenced from time to time;
- p. **“Multiple Unit”** means a building designed and built to contain three or more dwelling units separated from each other by a fire rated wall with each unit having separate entrances from grade level;
- q. **“Municipal Tag”** means a tag or similar document issued by the Town pursuant to the *Municipal Government Act* that alleges a bylaw offence and provides a Person with the opportunity to pay an amount to the Town in lieu of prosecution for the offence;
- r. **“Owner”** means:
 - i. in the case of land, the Person who is registered under the *Land Titles Act* as the owner of the fee simple estate in the parcel of land; or
 - ii. in the case of any property other than land, the Person in lawful possession of it;
- s. **“Peace Officer”** means a Bylaw Enforcement Officer employed by the Town, a Peace Officer appointed pursuant to the *Peace Officer Act* whose appointment includes enforcement of Town bylaws or a member of the Royal Canadian Mounted Police;
- t. **“Person”** means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative to whom the context applies according to law;
- u. **“Private Drainage Line”** means that portion of a Service Connection, which extends from the Service Connection Point to and within a Customer’s Property, comprised of the Customer owned assembly of pipes, fittings, fixtures, traps and appurtenances for the collection and transmission of Wastewater into the Wastewater System;
- v. **“Private Water Line”** means that portion of a Service Connection, which extends from the Service Connection Point to and within a Customer’s Property, comprised of the Customer owned assembly of pipes, fittings, fixtures, traps and appurtenances for providing water to a Customer’s Property, excluding the Meter owned by The Town;

- w. **“Process Water”** means water that is completely consumed in the manufacture or production of goods.
- x. **“Property”** means:
- i. in the case of land, a parcel of land including any buildings; or
 - ii. in other cases, personal property;
- y. **“Service Connection Point”** means the point on the Service Connection where:
- i. a Wastewater Service Line physically connects to a Private Drainage System;
 - ii. a Water Service Line physically connects to a Private Water Line; or
- z. **“Service Connection”** means all of the Facilities required to achieve a physical connection between
- i. the Town’s Wastewater Main abutting a Customer’s Property and a Private Drainage System to allow a Customer to discharge Wastewater, which includes a Wastewater Service Line, a Service Connection Point and a Private Drainage System or
 - ii. the Town’s Water Main abutting a Customer’s Property and a Private Water Line to allow a Customer to receive potable water, which includes a Water Service Line, a Service Connection Point and a Private Water Line
- aa. **“Sharps”** means hypodermic needles, syringes, blades, broken glass and any devices, instruments or other objects which have acute rigid corners, edges or protuberances.
- bb. **“Short Notice”** means less than 24 hours notice given to the Town
- cc. **“Subsidiary Meter”** means a privately-owned Meter installed on Property at the Customer’s expense and utilized strictly for the Customer’s purposes;
- dd. **“Tenant”** means a Person who is not a Customer but who is in legal possession of a Property to which Utility Services are provided;
- ee. **“Terms and Conditions”** means the terms and conditions in respect of Utility Services described in Schedules “A”, “B”, “C” and “D”;
- ff. **“Town”** means the municipal corporation of the Town of Drumheller and its duly authorized employees, agents, contractors and other representatives or the geographic area contained within the boundaries thereof, as the context requires;
- gg. **“Utility Guidelines”** includes Water Services Guidelines and Wastewater Services Guidelines;

- hh. **“Utility Services”** includes Water Services and Wastewater Services;
- ii. **“Utility Services Guidelines”** means those guidelines, procedures, protocols, requirements, specifications or standards adopted by the Town from time to time, which are not inconsistent with the Terms and Conditions of Water Services attached as Schedule “B” to this Bylaw; and Terms and Conditions of Wastewater Services attached as Schedule “C” to this Bylaw;
- jj. **“Violation Ticket”** has the same meaning as in the *Provincial Offences Procedure Act*;
- kk. **“Water Demand Management Measures”** means restrictions upon the use of water for non-essential purposes, including but not limited to: irrigation, watering livestock, washing of vehicles, driveways or sidewalks, and any other purpose where water is utilized externally to a building and on any certain day or for a certain time period;
- ll. **“Water Main”** means those pipes installed for the conveyance of water within the Town to which Service Connections may be connected;
- mm. **“Water Service Line”** means that portion of a Service Connection owned by the Town that extends from the Water Main to the Service Connection Point;
- nn. **“Water Services”** means the provision of potable water by the Town to a Customer’s Property and associated services offered to the Customer under the Water and Wastewater Bylaw;
- oo. **“Water System”** means the Facilities used by the Town to supply potable water to Customers, which is deemed to be a municipal public utility within the meaning of the Municipal Government Act.
- pp. **“Wastewater”** means the composite of water and water-carried wastes discharged from residential, commercial, industrial or institutional Properties;
- qq. **“Wastewater Main”** means those pipes installed for the conveyance of wastewater within the Town to which Service Connections may be connected;
- rr. **“Wastewater System”** means the Facilities used by the Town for the collection, storage and transmission of Wastewater for Customers, which is deemed to be a public utility within the meaning of the *Municipal Government Act*;
- ss. **“Wastewater Service Line”** means that portion of a Service Connection owned by the Town that extends from the Wastewater Main to the Service Connection Point;
- tt. **“Wastewater Services”** means the removal of Wastewater by the Town from a Customer’s Property and associated services offered to the Customer under this Bylaw;

PART 2 - PROVISION OF UTILITY SERVICES

Other Public Utilities Prohibited

- 1 All Utility Services provided within the Town shall be provided by the Town, unless otherwise authorized by the Chief Administrative Officer.

Terms and Conditions

- 2 All Utility Services provided by the Town shall be provided in accordance with Schedules "A" B" "C" and "D" as applicable.

Rates, Fees and Charges

- 3
 - (1) The Town will provide Utility Services to Customers at rates specified as per the Town's Utility Rate Bylaw.
 - (2) Where, fees or charges have not been established in Schedule "D" for a particular service the Town may establish charges for services provided. Without limiting the generality of the foregoing, the Town may establish charges for the following:
 - (a) service connection fees and/or developer contributions;
 - (b) meter resizing;
 - (c) repair or replacement of damaged Town Facilities where the Facilities are under the Customer's care or have been operated or interfered with by the Customer;
 - (d) application for a new Account or change of Account;
 - (e) disconnection of service for non-payment;
 - (f) collection charges;
 - (g) missed appointment;
 - (h) fire hydrant permits;
 - (i) construction water;
 - (j) Utility Services turn-on/turn-off at Customer request;
 - (k) after hours service callout;
 - (l) Meter, installation and/or removal;
 - (m) frozen/damaged Meter;

- (n) late payment penalties;
 - (o) NSF payment.
- (3) All additional services provided by the Town to a Customer will be billed to the Customer in accordance with an agreement between the Customer and the Town.
- (4) The Town will operate and maintain the Water System and Wastewater at no additional charge to any Customer beyond the charges outlined in subsections (1), (2) and (3) except for costs arising from:
- (a) requirements or requests for specific non-routine services not more particularly described in this Section or the acts or omissions of any particular Customer or defined group of Customers, or
 - (b) repairs or remedies of any loss or damage to Facilities or other property that is caused by a Customer or any other party for whom a Customer is responsible in law, including, without limitation, any costs or damages described in any judgment of a court in the Town's favour

and such additional costs may at the Chief Administrative Officer's sole option (and in addition to any other legally available remedies) be added to a Customer's Account as an additional amount due and payable by the Customer to the Town.

Utility Services Guidelines

4

- (1) The Town may adopt, amend, repeal and replace its Utility Services Guidelines from time to time as the Town deems advisable.
- (2) Without limiting the generality of subsection (1), Utility Services Guidelines may deal with any or all of the following subject matters:
 - (a) procedures or requirements that a Customer must comply with before a Service Connection is installed or activated, or before Utility Services are provided, or as a condition of ongoing provision of Utility Services;
 - (b) Customer Accounts, including without limitation provisions or requirements concerning: opening an Account, making payments on an Account, consequences for failure to pay Accounts in full, lost bills, dishonoured cheques, collection of delinquent Accounts, adjusting improperly billed Accounts, Utility Service application fees, handling of confidential Customer Account information, closing an Account, and any other matter relating to Customer Accounts;

- (c) measurement of water consumption, including without limitation provision or requirements concerning: meter inspection and testing, meter settings, chambers and installations, meter reading, disputes concerning meter data, estimates of consumption private or subsidiary meters, remote meter reading devices, relocation of meters, access for meter readers, and adjustments to bills when meters have malfunctioned;
- (d) procedures or requirements concerning investigating Customer complaints and concerns;
- (e) procedures or requirements for provision of temporary Water Services, including without limitation Water Services provided during the construction phase of a development;
- (f) procedures or requirements for upgrading, re-sizing, relocating or otherwise changing a Service Connection, whether at the instigation of the Town or at the request of a Customer;
- (g) the turn-on and turn-off of Utility Services, whether at the instigation of the Town or at the request of a Customer;
- (h) supply of water for firefighting purposes, including without limitation procedures or requirements concerning the maintenance of public and private fire hydrants and permissible use of water from fire hydrants;

Notices

- 5 In any case in which the Town is required to provide written notice to a Customer pursuant to this Bylaw, the Town shall serve notice either:
 - (a) personally; or
 - (b) by mailing or delivering a copy of the notice to the last known address of the Customer as disclosed in the Alberta land titles registry certificate of title for the Property.

PART 3 - ENFORCEMENT

Offence

- 6 A Person who contravenes any provision of this Bylaw is guilty of an offence.

Continuing Offence

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

Vicarious Liability

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

Corporations and Partnerships

- 9
 - (1) 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.
 - (2) If a partner in a partnership is guilty of an offence under this Bylaw, each partner in that partnership 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.

Fines and Penalties

- 10
 - (1) A Person who is guilty of an offence is liable to a fine in an amount not less than \$100.00 and not exceeding \$10,000.00, and to imprisonment for not more than 6 months for non-payment of a fine.
 - (2) Without restricting the generality of subsection (1) the fine amounts established for use on Municipal Tags and Violation Tickets if a voluntary payment option is offered are as set out in Schedule "D".

Municipal Tag

- 11
 - (1) A Peace Officer is hereby authorized and empowered to issue a Municipal Tag to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
 - (2) A Municipal Tag may be issued to such Person:
 - (a) either personally; or
 - (b) by mailing a copy to such Person at his last known post office address.
 - (3) The Municipal Tag shall be in a form approved by the Town and shall state:
 - (a) the name of the Person;
 - (b) the offence;

- (c) the specified penalty established by this Bylaw for the offence;
- (d) that the penalty shall be paid within 30 days of the issuance of the Municipal Tag;
and
- (e) any other information as may be required by the Chief Administrator.

Payment in Lieu of Prosecution

12 Where a Municipal Tag is issued pursuant to this Bylaw, the Person to whom the Municipal Tag is issued may, in lieu of being prosecuted for the offence, pay to the Town the penalty specified within the time period indicated on the Municipal Tag.

Violation Ticket

13

- (1) If a Municipal Tag has been issued and if the specified penalty has not been paid within the prescribed time, then a Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*;
- (2) Notwithstanding subsection (1), a Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act* to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw;
- (3) If a Violation Ticket is issued in respect of an offence, the Violation Ticket may;
 - (a) specify the fine amount established by this Bylaw for the offence; or
 - (b) require a Person to appear in court without the alternative of making a voluntary payment.

Voluntary Payment

14 A Person who commits an offence may:

- (a) if a Violation Ticket is issued in respect of the offence; and
- (b) if the Violation Ticket specifies the fine amount established by this Bylaw for the offence;

make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.

Obstruction

15 No Person shall obstruct, hinder or impede any authorized representative of the Town in the exercise of any of their powers or duties pursuant to this Bylaw.

PART 4 - GENERAL

Schedules

16 The following schedules are included in, and form part of this Bylaw:

- (a) Schedule "A" -- General Water and Wastewater Provisions;
- (b) Schedule "B" – Terms and Conditions of Water Services;
- (c) Schedule "C"— Terms and Conditions of Wastewater Services;
- (d) Schedule "D" — Specified Penalties.

Severability

17 Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

Repeal

18 This Bylaw repeals Bylaw No.03-09

Enactment

19 This Bylaw shall come into force and effect when it receives third reading and is duly signed.

READ A FIRST TIME IN COUNCIL THIS 6TH DAY OF FEBRUARY, 2017.

READ A SECOND TIME IN COUNCIL THIS 21ST DAY OF FEBRUARY 2017.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS 21ST DAY OF FEBRUARY 2017.

Original Signed

MAYOR

Original Signed

CHIEF ADMINISTRATIVE OFFICER

February 24, 2017
Date Signed

SCHEDULE "A"

PART 5 - GENERAL WATER AND WASTEWATER PROVISIONS

Duty to Supply

1

- (1) The Town having constructed, operated and maintained a Water System as a public utility shall continue, insofar as there is sufficient capacity and supply, to supply Water Services, upon such terms as the Chief Administrative Officer considers advisable, to any Customer within the Town situated along a Water Main.
- (2) The Town having constructed, operated and maintained a Wastewater System as a public utility shall continue, insofar as there is sufficient capacity, to supply Wastewater Services, upon such terms as the Chief Administrative Officer considers advisable, to any Customer within the Town situated along a Wastewater Main.
- (3) All Utility Services provided by the Town shall be provided in accordance with these Terms and Conditions, and these Terms and Conditions shall apply to and be binding upon all Customers receiving Utility Services from the Town.
- (4) The Town shall keep records for every service connection.

No Guarantee of Continuous Supply

2

- (1) The Town does not guarantee or warrant the continuous supply of potable water and the Town reserves the right to change the operating pressure, restrict the availability of Water Services or to disconnect Water Services, in whole or in part, with or without notice, in accordance with the Water and Wastewater Bylaw.
- (2) The Town does not guarantee or warrant the continuous capacity to collect, store and transmit Wastewater and the Town reserves the right to restrict the availability of Wastewater Services or to disconnect Wastewater Services, in whole or in part, with or without notice, in accordance with the Water and Wastewater Bylaw.
- (3) Should the Town be rendered unable (wholly or in part) by Force Majeure to carry out its obligation to supply Utility Services, the Town's obligations so far as they are affected by Force Majeure shall be suspended. The Town shall where practicable give notice of the occurrence of Force Majeure to Consumers affected.
- (4) The Town shall not be liable for damages, including losses caused by a break within the Town's Water System or Wastewater System or caused by the interference or cessation of water supply resulting from the repair or proper maintenance of the Town's Water System or Wastewater System, or generally for any accident due to the operation of the Town's Water System or Wastewater System or for the disconnection of a Service Connection nor by reason of the water containing sediments, deposits, or other foreign matter.

Rates, Fees and Charges

3

- (1) The Town will provide Utility Services at the fees, rates and other charges specified in the "Utility Rate Bylaw".
- (2) Where rates, fees or charges have not been established the "Utility Rate Bylaw" for a particular service the Town may establish charges for services provided.
- (3) All additional services provided by the Town to a Customer will be billed to the Customer in accordance with a written agreement between the Customer and the Town.

PART 6 - SERVICE CONNECTIONS

Application for Service Connection

1

- (1) A Customer requesting Utility Services involving a new Service Connection shall apply to the Town by paying all associated fees and supplying information regarding the location of the Property to be served, the manner in which the Service Connection will be utilized, and any other information that may be reasonably required by the Town.
- (2) Upon receipt of all required information and fees, verification of the Customer's identity and the accuracy of the information, the Town will advise the Customer whether and on what terms the Town is prepared to supply Utility Services to the Customer, the type and character of the Service Connection(s) it is prepared to approve for the Customer, and any conditions, including without limitation, payments by the Customer, that must be satisfied as a condition of installation of a Service Connection and supply of Utility Services.

Easements and Rights-of-Way

- 2 At the request of the Town, the Customer shall grant or cause to be granted to the Town, without cost to the Town, such easements or rights-of-way over, upon or under Property owned or controlled by the Customer as the Town may reasonably require for the construction, installation, maintenance, repair, and operation of the Water System or Wastewater System.

Design and Engineering Requirements for Service Connections

- 3 Detailed requirements for engineering and construction of Service Connections are set out in the Engineering Design Standards, or as may be otherwise directed by the Town. It is the Customer's responsibility to supply, at the Customer's cost, any plans and engineering reports pertaining to the Service Connection that the Town may reasonably require, signed and sealed by a professional engineer.
 - (1) That in any area of the Town serviced by water services where static water system pressure exceeds 75 pounds per square inch, individual services shall be equipped with a pressure regulator pre-set at not more than 75 pounds per square inch.

Construction of Service Connections

4

- (1) The Town shall provide and install all Facilities up to the Service Connection Point, subject to the terms of the Water and Wastewater Bylaw including without limitation, payments by the Customer.
- (2) A property shall be considered serviced once it has been connected to the water and/or wastewater system. Any further installations necessitated by demolition, excavation, renovations or other works on the lands shall be paid for in their entirety by the Customer.
- (3) The Customer shall be responsible for the installation and condition of the Private Water Line and Private Drainage Line and all other piping and equipment or other facilities of any kind whatsoever on the Customer's side of the Service Connection Point and:
 - (a) shall ensure that the Customer's proposed Private Water Line and Private Drainage Line receives approval from the Town prior to construction; and
 - (b) shall not backfill the excavation until such time as the Town has inspected the work or has advised approval of the work.

Customer Responsibility for Service Connection

5

- (3) The Customer assumes full responsibility for the proper use of any Service Connection and any Utility Services provided by the Town and for the condition, suitability and safety of any and all devices, equipment and maintenance necessary for receiving Utility Services that are located on the Customer's Property.
- (4) The Customer shall be responsible for determining whether the Customer requires any devices to protect the Customer's Property from damage that may result from the use of a Service Connection, Utility Services, or to protect the safety or reliability of the Water System or Wastewater System. The Customer shall provide and install any such devices at the Customer's sole expense.

Conservation

6

- (2) All Safety code permits issued for construction will be required to have water efficient plumbing fixtures which meet the following minimum requirements:
 - i. All flush type toilets must be of the low flush type with a water usage not exceeding: 6 litres per flush
 - ii Urinals not to exceed a flow of:
3.8 litres per flush
 - iii All shower heads must be rated not to exceed a flow of:
8.3 litres per minute
 - iv All faucet outlets be restricted to:
8.3 litres per minute

Compliance with Requirements and Use of Service Connection

7

- (1) A Customer shall ensure that the Customer's facilities comply with the requirements of the Water and Wastewater Bylaw, any statute, code or regulation and with the Town's specifications.
- (2) A Customer shall not use a Service Connection or any Utility Services received in a manner so as to interfere with any other Customer's use of a Service Connection, or Utility Services.
- (3) A Customer who has breached subsection (2) shall, at the Town's request, take whatever action is required to correct such interference or disturbance at the Customer's expense.

Abandonment of Service Connection

- 8 Whenever a Customer no longer requires a Service Connection, or wishes to abandon a Service Connection, the Customer shall first obtain approval from the Town for the method and location of abandonment and the Customer shall assume responsibility for all costs associated with the same.

Ownership of Facilities

9

- (1) The Town retains ownership of all Facilities necessary to provide Utility Services to a Customer, up to and including the Service Connection Point, unless a written agreement between the Town and a Customer specifically provides otherwise.
- (2) Payment made by a Customer for costs incurred by the Town for supplying and installing Facilities does not entitle the Customer to ownership of any such Facilities, unless a written agreement between the Town and the Customer specifically provides otherwise.

Number of Services

10 ~~All newly constructed multiple unit structures located on one lot shall be serviced with one service and one water meter which will register water consumption for all units located within the building.~~

- (1) ~~Unless otherwise approved by the Chief Administrative Officer, each property shall have one service with one water meter.~~
- (2) ~~A commercial or industrial property, that has significant process water use, that does not return to the Wastewater system, may request a dedicated process water service that does not incur wastewater charges. All charges associated with the additional water service and water meter are the customer's responsibility.~~

Access to Facilities

11

- (1) No Person shall obstruct or impede the Town's free and direct access to any Facilities.
- (2) A Customer shall be responsible for managing vegetation on the Property owned or controlled by the Customer to maintain adequate clearances and reduce the risk of contact with the Town's above-ground Facilities.
- (3) A Customer shall not install or allow to be installed on Property owned or controlled by the Customer any temporary or permanent structures that could interfere with the proper and safe operation of the Town's Facilities or result in non-compliance with applicable statutes, regulations, standards or codes.
- (4) Where a Customer contravenes any provision of this Section and fails to remedy such contravention within 10 days after receiving from the Town a notice in writing to do so, then in addition to any other legal remedy available the Town may take any steps necessary to remedy the contravention and may charge any costs of doing so to the Customer's Account.

Interference with or Damage to Facilities

12

- (1) No Person shall interfere with or alter any Meter, seals or other Facilities or permit the same to be done by any Person other than an authorized agent of the Town.
- (2) A Customer is responsible to pay for the cost of repairing, replacing or otherwise remedying any damage to or loss of Facilities located on the Customer's Property unless occasioned by circumstances as determined in the Chief Administrative Officer's sole discretion to have been beyond the Customer's control.

Protection of Facilities on Customer's Property

13 The Customer shall furnish and maintain, at no cost to the Town, the necessary space and protective barriers to safeguard Facilities installed or to be installed upon the Customer's Property. If the Customer refuses, the Town may, at their option, furnish and maintain, and charge the Customer for furnishing and maintaining, the necessary protection. Such space and protective barriers shall be in conformity with applicable laws and regulations and subject to the Town's specifications and approval.

Customer to Pay Relocation Costs

14 The Customer shall pay all costs of relocating the Town's Facilities at the Customer's request, if such relocation is for the Customer's convenience, or if necessary to remedy any violation of law or regulation caused by the Customer. The Customer shall pay the estimated cost of the relocation in advance.

Prohibited Extension of Customer Owned Facilities

15 A Customer shall not extend or permit the extension of a Private Water Line, Private Drainage Line or any other Customer-owned piping, equipment or other assets that are connected directly or indirectly to the Water System or Wastewater System, beyond the Property in respect of which they are used to supply Utility Services through a Service Connection.

PART 7 - UTILITY ACCOUNTS

Requirement for Account

1

- (1) The Owner of a Property shall apply for an Account with the Town and pay all applicable fees as a condition of obtaining Utility Services, regardless of whether the provision of services requires installation of a new Service Connection(s) or construction of any new Facilities.
- (2) The Town shall not grant Utility Services to a Tenant of the Owner of a Property.
- (3) An Owner of a Property where Utility Services are received and consumed by a Tenant of the Property may request to have the bills mailed directly to the Tenant, provided that the Owner first acknowledges in writing, on a form approved by the Chief Administrative Officer, that the Owner is ultimately responsible for all Utility Services delivered or consumed and all fees, rates and charges levied for services delivered or consumed at the Property in the event of default of payment by the Tenant.
- (4) Upon the change of ownership of a Property supplied with Utility Services, the new Owner shall apply for an Account with the Town. Upon failing to apply for an Account by the new Owner the Town may deem an application to have been received from the new Owner of the Property on receipt of Land Titles notification indicating change of ownership of the Property. and open an Account in the new Owner's name.

Security Deposits

2

- (1) The Chief Administrative Officer may, in his or her sole discretion, at the time of a Customer's application for Utility Services or at any time thereafter require the Customer to post a security deposit or increase an existing security deposit.
- (2) The Chief Administrative Officer may, in his or her sole discretion, determine that a Customer is not required to post a security deposit or is no longer required to maintain an existing security deposit.
- (3) A deposit made by a Customer shall be returned to the Customer when a Customer's Utility Services are terminated and the Customer's Account is closed. Where a Customer's Utility Services are terminated and the Customer's Account is closed for non-payment, prior to any refund, the security deposit will be applied to the balance owing by the Customer to the Town.
- (4) The Town is not obliged to pay interest on any security deposit held by the Town to a Customer.

Obligation to Pay

3

- (1) The Chief Administrative Officer may add to a Customer's Account the charges for all Utility Services provided by the Town to the Customer, and the Customer is obligated to pay in full all such charges without reduction or set-off for any reason whatsoever, on or before the due date for the charges.
- (2) No reduction in charges for Utility Services to a Customer will be allowed due to of any interruption whatsoever of the water supply.
- (3) The amount of the billing shall be based upon the rates, fees and charges set out in the Utility Rate Bylaw, with water consumption being determined by the applicable Meter reading obtained on a monthly basis, or such other frequency in the discretion of the Town. Where a Meter reading is not obtainable, at the discretion of the Town, a system-generated estimate may be used.
- (4) Payment on Accounts may be made to the Town at such locations designated, and under any payment methods approved, by the Chief Administrative Officer from time to time.
- (5) Where a Customer has been charged less or more than they should have been charged for Utility Services provided, The Town will review the account and make corrections for the billing errors for up to a maximum of 12 months prior to the date the error is discovered. Corrections will not be made for billing errors in respect of Utility Services provided more than one year prior to the date the billing error is discovered.

Past Due Accounts

4

- (1) A late payment charge shall be applied to all charges on a Customer's Account if the Customer's payment has not been received by the Town by the due date. The Customer may also be charged a dishonored cheque charge for each cheque returned for insufficient funds.
- (2) Any charge on a Customer's Account remaining unpaid after the due date will be in arrears and constitute a debt owing to the Town and is recoverable, by the Town, by any or all of the following methods, namely:
 - (a) by action, in any Court of competent jurisdiction;
 - (b) by disconnecting the Service Connection to the Customer, and imposing a re-connection fee prior to re-establishing Utility Services;
 - (c) by adding the outstanding Account balance to the tax roll of an Owner of a Property in accordance with the *Municipal Government Act*.

Temporary Shut-off at Customer Request

5

- (1) Upon the request of the Customer and subject to payment of any applicable charge, the Town may temporarily shut-off the water supply to a Property at the Curb Stop for the Customer's convenience, subject to any applicable fee.
- (2) A temporary shut-off of the water supply to the Property does not relieve the Customer from their obligation to pay any applicable fees or charges associated with having a Service Connection and being physically connected to the Water System, regardless of consumption.
- (3) Upon the request of the Customer to restore services to the Property the Customer shall pay any applicable charge.

Disconnection without Notice

- 6 If the Town believes there is any actual or threatened danger to life or Property, or in any other circumstances the nature of which, in the Town's sole discretion, acting reasonably, requires such action, the Town has the right to withhold connection or to disconnect a Service Connection without prior notice to the Customer.

Disconnection with Notice

- 7 The Town may withhold connection or may disconnect a Customer's Service Connection in addition to any of the Town's other remedies after providing 48 hours advance notice to the Customer, as applicable, in the following circumstances:
 - (a) if the Customer neglects or refuses to pay when due any amounts required to be paid under the Water and Wastewater Bylaw, which amount is not the subject of a good faith dispute;
 - (b) as required by law;
 - (c) if the Customer is in violation of any provision of the Water and Wastewater Bylaw, or any agreement between the Town and the Customer for the provision of Utility Services; or
 - (d) any other similar circumstances to those described above that the Town determines, in their sole discretion, acting reasonably, require the withholding or disconnecting of service upon 48 hours' notice.

Reconnection of Service

- 8 Before the Town reconnects or restores Utility Services, the Customer shall pay:
 - (a) any amount owing to the Town for the provision of Utility Services;
 - (b) the applicable reconnection charges; and
 - (c) any applicable security deposit.

The Town's Right of Entry

9

- (1) As a condition of receipt of Utility Services and as operational needs dictate, authorized representatives of the Town shall have the right to enter a Customer's Property at all reasonable times, or at any time during an Emergency, for the purpose of:
 - (a) installing, inspecting, maintaining, replacing, testing, monitoring, reading or removing the Town's Facilities;
 - (b) investigating or responding to a Customer complaint or inquiry;
 - (c) conducting an unannounced inspection where the Town has reasonable grounds to believe that unauthorized use of water or interference with Facilities, including but not limited to a Meter, has occurred or is occurring; and
 - (d) for any other purpose incidental to the provision of Utility Services.
- (2) The Town will make reasonable efforts to notify the Customer in advance of entering a Customer's property or to notify any other Person who is at the Customer's property and appears to have authority to permit entry, except:
 - (a) in cases of an Emergency;
 - (b) where entry is permitted by order of a court or other authority having jurisdiction;
 - (c) where otherwise legally empowered to enter;
 - (d) where the purpose of the entry is in accordance with subsection (1) (c) above.
- (3) The Customer shall pay a no access fee sufficient to cover the Town's reasonable out-of-pocket and administrative costs, if the Town's lawful entry to a Customer's Property is prevented or hindered by a Customer, whether by a Customer not keeping a scheduled appointment or for any other cause within the control of the Customer.

Removal of Town Facilities

- 10 Where any Customer discontinues Utility Services furnished by the Town, or the Town lawfully refuses to continue any longer to supply such utility services, the authorized representatives of the Town may, at all reasonable times enter the Customer's Property to remove any Facilities in or upon such Property.

False Information

- 11 No Person shall supply false information or make inaccurate or untrue statements in a document or information required to be supplied to the Town pursuant to the Water and Wastewater Bylaw.

SCHEDULE "B"

PART 8 - TERMS AND CONDITIONS OF WATER SERVICES

Water Demand Management Measures

1

- (1) The Town may, at such times and for such lengths of time as is considered necessary or advisable, implement Water Demand Management Measures to restrict water usage to any or all parts of the Town.
- (2) All water restrictions shall be duly advertised by use of local media, printed or otherwise, prior to taking effect.
- (3) No Person shall contravene the terms or conditions of any Water Demand Management Measures, without first obtaining the Town's authorization.
- (4) Where the Town enters into a contract through a water supply agreement, for the provision of water in bulk quantities, a separate rate may be established for such provision by Council

Alternate Water Supply

- 2 No Person shall allow water to be supplied to a Property adjacent to a Water Main by way of a well, spring or other source of water supply that is not connected to the Water System.

Resale and Supply of Water

3 No Person shall:

- (a) except for water obtained from the Waterworks System which has been enhanced or altered in a lawful manner for resale, resell water obtained from the Waterworks System to any other person except in accordance with the terms and conditions of an executed written agreement with the Town;
- (b) supply water obtained from the Water System to any Person who intends to sell the water; or
- (c) supply water from the Water System to any Property that could be supplied with water through its own Service Connection.

Unauthorized Use of Water

4

- (1) No Person shall use water from the Water System, or allow water obtained from the Water System to be used:
 - (a) in an unauthorized manner;
 - (b) in a manner that will impede water use by other Customers;

- (c) unless an Account has been opened by the Customer;
 - (d) unless the water has first passed through a Meter.
- (2) If the Town finds an unauthorized use of water including without restriction as a result of any tampering with a Meter or other Facilities, the Town may make such changes in the Town's Meters, appliances, or other Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities, and also to ensure the safety of the general public.
- (3) Upon finding an unauthorized use of water, the Town may disconnect the Service Connection immediately, without notice and shall charge the Person responsible, all costs incurred in correcting the unauthorized use, in addition to any other rights and remedies that may be available to the Town.
- (4) A Person that uses water in contravention of this Section shall pay the following charges:
- (a) the applicable rate for the water used and, where necessary, based on an estimate by the Town of the amount of water used in contravention of this Section;
 - (b) all costs incurred by the Town in dealing with the contravention; and
 - (c) any other applicable fees or charges provided for in the Water and Wastewater Bylaw.

Authorizations and Approvals for Private Water Line

5

- (1) The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Water Line.
- (2) The Town shall not be required to commence Water Services to a Property unless and until the Customer has complied with the requirements of all governmental authorities, permits, certificates, licenses, inspections, reports and other authorizations, all right-of-way agreements, and all of the Town's requirements applicable to the installation and operation of the Private Water Line. The Town reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

Temporary Water Services

- 6 The Town may provide temporary Water Services wherever practicable to a Customer for purposes of facilitating construction of a new development. The Customer will pay a rate, charge or fee for such temporary Water Services as specified in the Utility Rate Bylaw; until either:
- i) a Town final inspection is issued for the development; or
 - ii) the development is being used for its intended purpose;

whichever event occurs first.

PART 9 - WATER METERS

Provision and Ownership of Meters

1

- (1) All water supplied by the Town through each Service Connection shall be measured by one Meter unless the Chief Administrative Officer, in his or her sole discretion, has specified otherwise.
- (2) The Town shall, at the Customer's sole cost, supply and install one or more Meters for the purpose of measuring the volume of water delivered to a Customer by way of a Service Connection. Each Meter shall remain the sole property of the Town, notwithstanding the Customer has paid the Town's costs of supply, unless the Chief Administrative Officer and the Customer have expressly agreed in writing otherwise.
- (3) In the case of new construction, a Customer's Property may only be occupied after the Meter is installed and an Account opened.
- (4) Meter installation fifty (50) millimeters (two inches) in size and larger shall have a valve within three hundred millimeters (twelve inches) of the outlet side of the meter and have a valve by-pass around the meter. By-pass valves must be sealed and shall be opened only in case of emergency. The Chief Administrative Officer must be notified within twenty-four hours after a seal is broken.

Responsibilities of Customer

2

- (1) Each Customer shall ensure that a location on the Customer's Property for Meter installation is provided, and that access to the Meter is provided for the purpose of reading or servicing the Meter, in accordance with all applicable Water Service Guidelines.
- (2) Each Customer shall provide adequate protection for the Meter supplied by the Town against freezing, heat or any internal or external damage.
- (3) When a Meter is damaged due to frost, heat or any other condition or means against which the Customer neglected to provide adequate protection, the cost of removal and repair or replacement of the Meter shall be borne by the Customer.

General Meter Restrictions

3

- (1) No Person, other than an authorized agent of the Town, shall install, test, remove, repair, replace, or disconnect a Meter.
- (2) For All new construction the owner of every building shall make provision for the installation of meters in a horizontal position.
- (3) No Person shall break, tamper, or interfere with any Meter.
- (4) If a Meter is lost, damaged or destroyed, the Customer shall pay for the entire cost of the Meter removal, repair and reinstallation or for the cost of replacing the Meter.

- (5) No Person shall obstruct or impede direct and convenient access to Meters for the purpose of inspection, removal, repair, replacement or reading.

Subsidiary Meters

4

- (1) A Customer may, for their own benefit, and at their own cost, install a Subsidiary Meter between the Meter supplied by the Town and the point of use of the water supplied, provided that the Town shall under no circumstances be required to maintain or read a Subsidiary Meter installed under this Section.
- (2) All Subsidiary Meters shall remain the property of the Owner.
- (3) Where, in the opinion of the Town, a Subsidiary Meter has been installed in a manner so as to interfere with the operation of or access to the Town's Meter, the Town may direct, in writing, that the Customer relocate or remove the Subsidiary Meter within a time frame selected by the Town.

Access to Meters

5

- (1) The Town may, at any reasonable time, read, inspect, remove or test a Meter installed on Property owned or controlled by the Customer.
- (2) If a Person refuses to allow or interferes with the Town's access to a Meter then, in addition to any other legal remedy available, the Town may proceed to disconnect the Service Connection without any further notice until such time as access to the Meter is granted.

Meter Testing

6

- (1) At the request of a Customer, the Town shall arrange Meter verification and if necessary, shall arrange for a Meter to be tested by an independent third party qualified to perform such work. If, upon verification or testing or both, the Meter is found to be recording accurately, which for this purpose is defined as recording between 97% and 103% of actual consumption, then the Customer shall pay all applicable fees and charges for this service.
 - (a) If the Meter is found to be recording inaccurately as defined above, the Town will repair or replace the Meter and the cost, along with the costs of verification and testing, shall be borne by the Town.
- (2) The Town may at any time inspect or test any Meter, on their own initiative, regardless of whether the Customer has requested inspection or testing. In such case no fees or charges are payable by the Customer.

Circumvention of Meter

7

- (1) If under any circumstances, a Person other than an authorized agent of the Town prevents a Meter from accurately recording the total volume of water supplied, the Town may disconnect the Service Connection and take other appropriate actions to ensure access to accurate Meter data.
- (2) The Town may then estimate the demand and amount of water supplied but not recorded by the Meter at the Service Connection. The Customer shall pay the cost of the estimated water consumption plus all costs related to the investigation and resolution of the matter.

PART 10 - FIRE HYDRANTS AND OTHER FACILITIES

Use of Water from Fire Hydrants

1

- (1) Unless authorized by the Town, no Person shall operate or interfere with a fire hydrant or valves connected to the water system, whether owned by the Town or privately owned, except as necessary for firefighting purposes.
- (2) A Customer requesting authorization to use water from a fire hydrant shall apply to the Town by paying all associated fees and supplying information regarding the location of the fire hydrant to be accessed, the manner in which it will be used, and any other information that may be reasonably required by the Town.
- (3) The Town will advise the Customer whether and on what terms the Town is prepared to authorize use of a fire hydrant and any conditions (including without limitation, payments by the Customer) that must be satisfied as a condition of using a fire hydrant.

Fire Hydrant Flow Tests

2

- (1) No Person shall conduct fire hydrant flow tests without first obtaining the authorization of the Town.
- (2) Fire hydrant flow tests conducted by a Customer, shall be at the Customer's sole expense, including all costs associated with having a Town representative attend to witness the test.

Private Fire Hydrants

3

- (1) A Customer who wishes to install a private fire hydrant on the Customer's Property may, upon obtaining approval for the installation from the Town, do so at the Customer's sole expense.

- (2) A Customer shall ensure that every private fire hydrant located on the Customer's Property maintains an adequate volume, pressure and flow rate of water required for firefighting purposes. Fire Hydrants must be maintained in accordance with Government of Alberta Fire Code. An annual inspection report must be submitted to the Fire Chief no later than December 31st of each year.
- (3) The Town may, at any reasonable time, inspect a private fire hydrant for compliance with the Water and Wastewater Bylaw.

Interference with Fire Hydrants

4

- (1) No Person shall do anything to obstruct access to, or interfere with the operation of, a fire hydrant.
- (2) Each Customer who owns Property on which a fire hydrant is located or Property that is adjacent to Property on which a fire hydrant is located shall maintain a clearance of at least 1 meter around a fire hydrant and shall not permit anything to be constructed, erected, placed or planted within that minimum clearance.

Operation of Curb Stops

- 5 No Person, other than an authorized representative of the Town, shall operate a Curb Stop on any Property.

Cross Connections

6

- (1) No Customer shall install or allow to exist any connection or Cross Connection that could cause or allow drinking water in any part of the Water System to become contaminated or polluted in any way.
- (2) Where the Town determines that there exists a connection or Cross Connection prohibited by this Section, the Town shall give notice to the Customer to correct the connection or Cross Connection at the expense of the Customer within the time specified in the notice and may, in addition to any other legal remedy, disconnect the Service Connection immediately for such time as the prohibited connection or Cross Connection continues.

Backflow Prevention

7

- (1) Where in the opinion of the Town, the configuration of any water connection creates a high risk for contamination to the water system, the Customer, upon being given notice by the Town, shall install an approved Backflow Preventer at the Customer's sole cost at all identified sources of potential contamination.

- (2) No Customer or other Person shall connect, cause to be connected, or allow to remain connected to the water system any piping, fixture, fittings, container or appliance, in a manner which under any circumstances, may allow contaminated or Polluted Water, Wastewater, or any other liquid, chemical or substance to enter the domestic water system.
- (3) If a condition is found to exist which is contrary to subsection (2), the Town may issue such order or orders to the Customer as may be required to obtain compliance with subsection (2).
- (4) All Backflow Preventers shall be inspected and tested at the expense of the Customer, upon installation, and thereafter annually, or more often if required by the Town; by Personnel approved by the Town to carry out such tests, to demonstrate that the device is in good working condition. The Customer shall submit a report in a form approved by the Town for all tests performed on a Backflow Preventer within thirty (30) days of a test and a record card issued by the Town shall be displayed on or adjacent to the Backflow Preventer. The tester shall record thereon the name and address of the owner of the device; the location, type, manufacturer, serial number and size of the device; and the test date, the tester's initials, the tester's name (if self-employed) or the name of the tester's employer and the tester's license number
- (5) When the results of a test referred to in subsection (4) show that a Backflow Preventer is not in good working condition, the Customer shall, repair or replace the device within ninety-six (96) hours. If the Customer fails to comply with the direction given, the Town may shut off the water service or water services.
- (6) If a Customer fails to have a Backflow Preventer tested within the time provided in subsection (4), the Town may cause the water service or water services to be terminated until the Backflow Preventer has been tested and approved.
- (7) No Persons other than those who have achieved journeyman plumber or "Certificate of Competency" in an accredited program of Alberta may conduct the tests on Backflow Preventers.

SCHEDULE "C"

PART 11 - TERMS AND CONDITIONS OF WASTEWATER SERVICES

Unauthorized Use of Wastewater System

1

- (1) No Person shall use the Wastewater System, or allow the Wastewater System to be used:
 - (a) in an unauthorized manner;
 - (b) in a manner that will impede the Wastewater System's use by other Customers;
 - (c) unless an Account has been opened by the Customer.

- (2) If the Town finds an unauthorized use of the Wastewater System including without restriction any tampering with any of the Facilities, the Town may make such changes in its Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities, and also to ensure the safety of the general public.
- (3) Upon finding an unauthorized use of the Wastewater System, the Town may disconnect the Service Connection immediately, without notice and shall charge the Person all costs incurred in correcting the condition, in addition to any other rights and remedies that may be available to the Town
- (4) A Person that uses the Wastewater System in contravention of this Section shall pay the following charges:
 - (a) the applicable rate for the Wastewater Services used based on an estimate by the Town of the value of the contravention of this Section;
 - (b) all costs incurred by the Town in dealing with the contravention; and
 - (c) any other applicable fees or charges provided for in the Water and Wastewater Bylaw.

CONNECTION TO WASTEWATER SYSTEM

- 2 No new construction shall have weeping tile, sump pumps or eavestrough downspout systems connected to the Wastewater System unless approved in writing by the Chief Administrative Officer.

STORM WATER / GROUND WATER DISCHARGE TO WASTEWATER SYSTEM

- 3 No Person shall discharge, or cause to be discharged, storm water, surface water, ground water, roof run-off, subsurface drainage, or cooling water to any Wastewater System, unless approved in writing by the Chief Administrative Officer.

PROHIBITED SUBSTANCES IN WASTEWATER

4. No Person shall discharge or permit to be discharged into any Wastewater System:
 - (a) any solid or viscous substance capable of causing obstruction, or other interference with the operation of the Wastewater system, including dangerous goods, hazardous waste, biological waste, combustible waste, biomedical waste, reactive waste, elemental mercury, prescription or illegal drugs, soil, PCBs, pesticides, radioactive materials, hair, grease, oil, cigarettes, ashes, cinders, sand, potters clay, resin, mud, straw, metal, glass, rags, feathers, tar, plastics, wood, grass clippings, insoluble shavings, asphalt, creosote, bone, hide, eggshells, meat and fat trimmings or waste, baking dough, chemical residues, spent grain and hops, whole food, garbage, paint residues, cat box litter, animal tissues, manure, blood, or Sharps;
 - (b) Wastewater having a pH lower than 6.0 or higher than 10.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and Wastewater treatment processes;

(c) Wastewater containing substances in concentrations exceeding the following:

- (i) Antimony 1.0 mg/L
- (ii) Arsenic 1.0 mg/L
- (iii) Barium 3.0 mg/L
- (iv) BTEX 1.0 mg/L
- (v) Boron 1.0 mg/L
- (vi) Cadmium 0.05 mg/L
- (vii) Chromium 1.0 mg/L
- (viii) Chlorinated Hydrocarbons 0.02 mg/L
- (ix) Copper 0.5 mg/L
- (x) Cyanide 1.0 mg/L
- (xi) Hydrocarbons 50 mg/L
- (xii) Lead 1.0 mg/L
- (xiii) Manganese 1.0 mg/L
- (xiv) Mercury 0.1 mg/L
- (xv) Nickel 0.5 mg/L
- (xvi) Phenolic Compounds 0.1 mg/L
- (xvii) Selenium 1.0 mg/L
- (xviii) Silver 1.0 mg/L
- (xix) Sulphide 1.0 mg/L
- (xx) Zinc 1.0 mg/L
- (xxi) Total Suspended Solids (TSS) 4,800 mg/L
- (xxii) Biochemical Oxygen Demand (BOD) 4,800 mg/L
- (xxiii) Chemical Oxygen Demand (COD) 9,600 mg/L
- (xxiv) Total Phosphorus 150 mg/L
- (xxv) Total Kjeldahl Nitrogen 400 mg/L
- (xxvi) Oil and Grease - animal, vegetable 500 mg/L
- (xxvii) Oil and Grease - synthetic hydrocarbon 50 mg/L
- (xxviii) Phosphates 100 mg/L

(d) Wastewater containing hydrogen sulphide, carbon disulphide, reduced sulphur compounds, amines or ammonia;

(e) Wastewater containing dyes or colouring materials which may or could pass through a Wastewater treatment plant and discolour the Wastewater effluent;

(f) any matter that may cause an offensive odour to emanate from a sewage works, and without limiting the generality of the foregoing, sewage containing hydrogen sulphide, carbon disulphide, other reduced sulphur compounds, amines or ammonia in such quantity that may cause an offensive odour;

(g) Wastewater above 75 degrees Celsius;

(h) any substance which:

- (i) is or may become harmful to any recipient water course or collection system or part thereof or will cause a violation or noncompliance event in the Operating Approval for the Wastewater Treatment Plant;

- (ii) may interfere with the proper operation or maintenance of the Wastewater system, disposal of biosolids, or any Wastewater treatment process or cause damage to the Wastewater Works or Wastewater treatment plant;
- (iii) grit removed from commercial or industrial premises including but not limited to grit removed from car washing establishments, automobile garages and restaurant Sumps or from Interceptors;
- (iv) will be discharged in layers or will form layers upon interaction with other Wastewater;

Alternate Wastewater Supply

- 5 No Person shall, unless authorized in writing by the Town, construct or maintain any septic tank, cesspool or other facility intended or used for the collection or disposal of Wastewater on Property located along a Wastewater Main.

Authorizations and Approvals for Private Drainage Line

- 6
- (1) The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Drainage Line.
 - (2) The installation of sewer connections shall comply with all requirements of the Alberta Safety Codes Act and regulations thereunder.
 - (3) The Town shall not be required to commence Wastewater Services to a Property unless and until the Customer has complied with the requirements of all governmental authorities, permits, certificates, licenses, inspections, reports and other authorizations, all right-of-way agreements, and all of the Town's requirements applicable to the installation and operation of the Private Drainage Line. The Town reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

Commercial or Industrial Wastes

- 7
- (1) No Wastewater or other matter resulting from any commercial, trade, industrial or manufacturing process shall be discharged or permitted to be discharged into the Wastewater System unless prior approval has been granted by the Town and only then after any required pretreatment of the Wastewater or other matter as prescribed by the Town.
 - (2) All necessary pretreatment equipment or works shall be installed by the Customer, at the Customer's sole expense, prior to the construction of the Service Connection and thereafter shall be continuously maintained and operated by the Customer.

No Dilution

- 8 No Person shall dilute or permit to be diluted any Wastewater in order to enable its discharge in compliance with these Terms and Conditions.

Oil, Grease and Sand Interceptors

9

- (1) The Customer of any Property on which there is commercial or institutional food preparation shall provide a grease and oil interceptor on all fixtures that may release oil and grease.
- (2) The Customer of any industrial, commercial or institutional Property where vehicles or equipment are serviced, repaired, disassembled or washed shall provide a grease, oil and sand interceptor on all fixtures that may release grease, oil or sand.
- (3) The Town may require a Customer of any Property to install an interceptor if the Town, in their sole discretion, determines that an interceptor is required.
- (4) All interceptors shall be:
 - (a) of sufficient capacity and appropriate design to perform the service for which the interceptors are used;
 - (b) located to be readily accessible for cleaning and inspection; and
 - (c) maintained by the Owner.

Protection of Wastewater System

10

- (1) No Person shall remove, damage, destroy, alter or tamper with any Facilities forming part of the Wastewater System, except as authorized by the Town.
- (2) No person shall interfere with the free discharge of any Wastewater Main or part thereof, or do any act or thing that may impede or obstruct the flow to, or clog up, the Wastewater System.
- (3) In case of a blockage, either wholly in part, of the Wastewater System by reason of negligence or the failure or omission to strictly comply with the provisions of the Water and Wastewater Bylaw, the Customer concerned or Person responsible shall be liable for all clogs and the cleaning of such blockages and for any other damages for which the Town may be held liable due to any such blockages.
- (4) The "MGA" Part 13, Division 1 Liability of Municipalities, Sections 527.2 to 534 may rule in the absence of liability direction. (*MGA Revised statutes of Alberta 2000, Chapter M-26 December 11, 2013*)

Hauled Wastewater

- 11 No Person shall discharge or permit the discharge of hauled Wastewater except at a hauled Wastewater discharge location approved by the Town and only then in accordance with any terms and conditions imposed by the Town, including payment of applicable fees and charges.

Spills

12

- (1) Any Person who discharges or permits the discharge of any Wastewater or other matter contrary to The Water and Wastewater Bylaw shall, immediately after becoming aware of the discharge, notify:
- (a) the Town and provide the following information:
 - i. name of the Person causing or permitting the discharge;
 - ii. location of the release;
 - iii. name and contact information of the Person reporting the discharge;
 - iv. date and time of the discharge;
 - v. type of material discharged and any known associated hazards;
 - vi. volume of the material discharged; and
 - vii. corrective action being taken, or anticipated to be taken, to control the discharge.
 - viii. the identity of the Owner of the Property, where the Person reporting the discharge is not the Owner and knows, or is readily able to ascertain the identity of the Owner; and
 - ix. the identity of any other Person whom the Person reporting knows or ought to know may be directly affected by the discharge
- (2) The Person who discharged or permitted the discharge pursuant to subsection (1) shall, as soon as the Person becomes aware or ought to have become aware of the discharge, take all reasonable measures to:
- (a) confine, remedy and repair the effects of the discharge; and
 - (b) remove or otherwise dispose of the matter in a lawful manner so as to minimize all adverse effects.

SCHEDULE "D"

PART 13 - SPECIFIED PENALTIES

Section	Offence	Specified Penalty
Part 3, s. 15	Obstruct an authorized representatives	\$200
Schedule "A", Part 6, s. 4(2)(b)	Backfill before Service Connection inspection	\$250
Schedule "A", Part 6, s. 7(2)	Interfere with another Customer's Service Connection/Utility Services	\$200
Schedule "A", Part 6, s. 11(1)	Obstruct access to Facilities	\$500
Schedule "A", Part 6, s. 11(3)	Install structure that interferes with proper and safe operation of Facilities	\$200
Schedule "A", Part 6, s. 12(1)	Interfere with or alter Facilities	\$500
Schedule "A", Part 6, s. 14	Extend Customer-owned infrastructure beyond Property	\$750
Schedule "A", Part 7, s. 11	Supply false or inaccurate information	\$200
Schedule "B", Part 8, s. 1(3)	Fail to comply with Water Demand Management Measures	\$500
Schedule "B", Part 8, s. 2	Obtain water from source not connected to the Water System	\$500
Schedule "B", Part 8, s. 3(a)	Unauthorized resale of water	\$500
Schedule "B", Part 8, s. 3(b)	Supply water to Person intending to resell water	\$500
Schedule "B", Part 8, s. 3(c)	Supply water to Property capable of own Service Connection	\$500

Schedule "B", Part 8, s. 4(1)(a)	Use water in unauthorized manner	\$500
Schedule "B", Part 8, s. 4(1)(b)	Impede water use of other Customers	\$200
Schedule "B", Part 8, s. 4(1)(c)	Use water without an Account	\$500
Schedule "B", Part 8 s. 4(1)(d)	Installation and Use of a Bypass system prior to water passing through a Meter	\$500
Schedule "B", Part 9, s. 3(1)	Unauthorized installation, testing, removal, repair, replacement or disconnection of Meter	\$500
Schedule "B", Part 9, s. 3(3)	Break, tamper or interfere with Meter	\$500
Schedule "B", Part 9, s. 3(5)	Obstruct access to Meter	\$250
Schedule "B" Part 10, s. 1(1)	Unauthorized operation of a fire hydrant	\$750
Schedule "B", Part 10, s. 2(1)	Unauthorized fire hydrant flow test	\$750
Schedule "B", Part 10, s. 3 (2)	Failure to maintain and regularly test fire hydrant	\$750
Schedule "B", Part 10, s. 4(1)	Obstruct access to or operation of a fire hydrant	\$300
Schedule "B", Part 10, s. 4(2)	Fail to maintain one meter clearance around fire hydrant	\$300
Schedule "B", Part 10, s. 5	Unauthorized operation of Curb Stop	\$500
Schedule "B" Part 10, s. 6(1)	Connection/Cross Connection that could contaminate water	\$750
Schedule "C", Part 11, s. 1(1)(a)	Use Wastewater System in unauthorized manner	\$500
Schedule "C", Part 11, s. 1(1)(b)	Impede Wastewater Use of other Customers	\$200
Schedule "C", Part 11 s. 1(1)(c)	Use Wastewater Service without an account	\$500

Schedule "C", Part 11, s. 4(a)	Discharge prohibited substances in the wastewater system	\$500
Schedule "C", Part 11, s. 4(f)	Offensive odour	\$500
Schedule "C", Part 11, s. 8	Diluting Wastewater to allow for discharge into Wastewater	\$500
Schedule "C", Part 11, s. 9(1)	Tampering with Wastewater System without authorization	\$500
Schedule "C", Part 11, s. 9(2)	Interfering with the free discharge of Wastewater Main	\$500
Schedule "C", Part 11, s. 11	Discharge of hauled wastewater at location not approved by the Town	\$500
Any subsequent offence		Double the specified penalty listed above

REQUEST FOR DECISION

TITLE:	Hunts Housing Development – Continuation of Social Housing
DATE:	June 22, 2021
PRESENTED BY:	Darryl Drohomerski, CAO
Sponsored By:	Councillor Jay Garbutt

SUMMARY:

The Hunts housing development is part of the DHA housing portfolio in Drumheller. These 24 units were constructed as a partner project among the City of Drumheller, the Government of Alberta and an older version of today's CMHC (Canada Mortgage & Housing Corporation) in the 1970's.

A fifty-year mortgage was taken out in 1971 to pay for the construction of these units and Drumheller was responsible for 10% of that mortgage cost. That mortgage was satisfied late last year. As a result, Alberta and the Town of Drumheller need to come to new terms regarding the ongoing operation of these housing units as the Town is now the 100% owner of the buildings as per the terms of the agreement. The land title has always been in the name of The City of Drumheller.

The 50-year period was deemed to be the useful lifespan of the housing units. Drumheller Housing Association is proud of the work done by, our management body, Century 21, to update and maintain these vital housing units. The work that has been done to maintain and upgrade the development has extended their useful lifespan by many more decades.

As rent subsidized social housing is in desperate need in our community, the board of DHA recommends to the Town that the status quo be maintained, meaning that the units continue to be offered as social housing. Alberta will, upon our renewed commitment, continue to provide funding as long as it is available for both the operations of the units as well as capital expenses.

There is no cost to the Town, in fact, with the mortgage payment being satisfied the Town will save approximately \$3,500 annually from the social housing budget.

RECOMMENDATION:

Moves that The Town of Drumheller commits to both the Government of Alberta and the Drumheller Housing Administration that the Hunts housing development shall be operated as social housing indefinitely.

FINANCIAL IMPACT:

There will be a cost savings of approximately \$3,500 per year

STRATEGIC POLICY ALIGNMENT:

The provisions of Assisted and Affordable housing has been a Strategic Priority for the Town of Drumheller for many years. This will help continue the priority for the community

COMMUNICATION STRATEGY:


None

MOTION:

Moves that the Town of Drumheller commits to both the Government of Alberta and the Drumheller Housing Association that the Hunts housing development shall be operated as social housing indefinitely.

SECONDED:

Prepared By: Darryl Drohomerski, CAO
Councillor Jay Garbutt


Approved By: Darryl Drohomerski
Chief Administrative Officer

REQUEST FOR DECISION

TITLE:	Bylaw 14.21 - Zoning Change for portion of Lot 2, Block C, Plan 8911337
DATE:	June 23, 2021
PRESENTED BY:	Darryl Drohomerski, CAO
ATTACHMENT:	Bylaw 14.21

SUMMARY:

With the adoption of Land Use Bylaw 16.20, there have been some areas identified that were incorrectly zoned during the changeover from the previous Land Use Districts to the new Districts. One such area identified is a portion of Lot 2, Block C, Plan 891 1337 in Rosedale. This came to light when the owner was in the process of selling the land this spring.

There are three portions of parcels in this area that all require rezoning to Employment District, as the land is part of the manufacturing area of Rosedale. The three areas are identified as Badlands District, Rural District and Neighbourhood District. All three currently have portions of Inland Plastics operation on the land so it makes sense to rezone the parcels prior to consolidation of the lands into a single parcel.

RECOMMENDATION:

That Council give first reading to Bylaw 14.21 and sets the Public Hearing date.

FINANCIAL IMPACT:

n/a

STRATEGIC POLICY ALIGNMENT:

Good Governance and proper land use strategies are key priorities of any municipality.

COMMUNICATION STRATEGY:

The property owner will be notified if the Bylaw passes.

MOTION:

That Council give first reading to Bylaw 14.21 as presented and sets a Public Hearing date.

SECONDED:

Prepared By: _____


 Approved By: Darryl Drohomerski
 Chief Administrative Officer

**TOWN OF DRUMHELLER
BYLAW NUMBER 14.21**

BEING A BYLAW TO AMEND LAND USE BYLAW NO. 16.20 FOR THE
TOWN OF DRUMHELLER IN THE PROVINCE OF ALBERTA.

WHEREAS, pursuant to the provision of Section 639 of the Municipal Government Act, RSA 2000, Chapter M-26, the Council of the Town of Drumheller (hereinafter called the Council), has adopted Land Use Bylaw No. 16.20;

AND WHEREAS, the Council deems it desirable to amend Land Use Bylaw No. 16.20; and

AND WHEREAS, a notice was published once a week for two consecutive weeks on _____, 2021 and again on _____, 2021 the last of such publications being at least five days before the day fixed for the passing of this Bylaw, and a notice was mailed to adjacent owners in the immediate area advising them of this Bylaw including the date and location of a public hearing meeting where concerns can be heard; and

NOW, THEREFORE, the Council hereby amends Land Use Bylaw No. 16.20 as follows:

1. The amendment made by Bylaw 14.21 to amend Land Use Bylaw 16.20, "Land Use District Map, Map 3: Rosedale" by re-designating portions of Lot 2, Block C, Plan 891 1337, Lot 1 Plan 761 0349 and SE ¼ Sec.29, TWP 28, RGE 19, W4M, in the Town of Drumheller, from Badlands District (BD), Rural Development District (RDD), and Neighborhood District (ND) to Employment District (ED), as illustrated and described in 'Schedule A'.
2. Bylaw 14.21 takes effect on the date of the third and final reading.

READ A FIRST TIME THIS _ DAY OF _, 2021

READ A SECOND TIME THIS _ DAY OF _, 2021

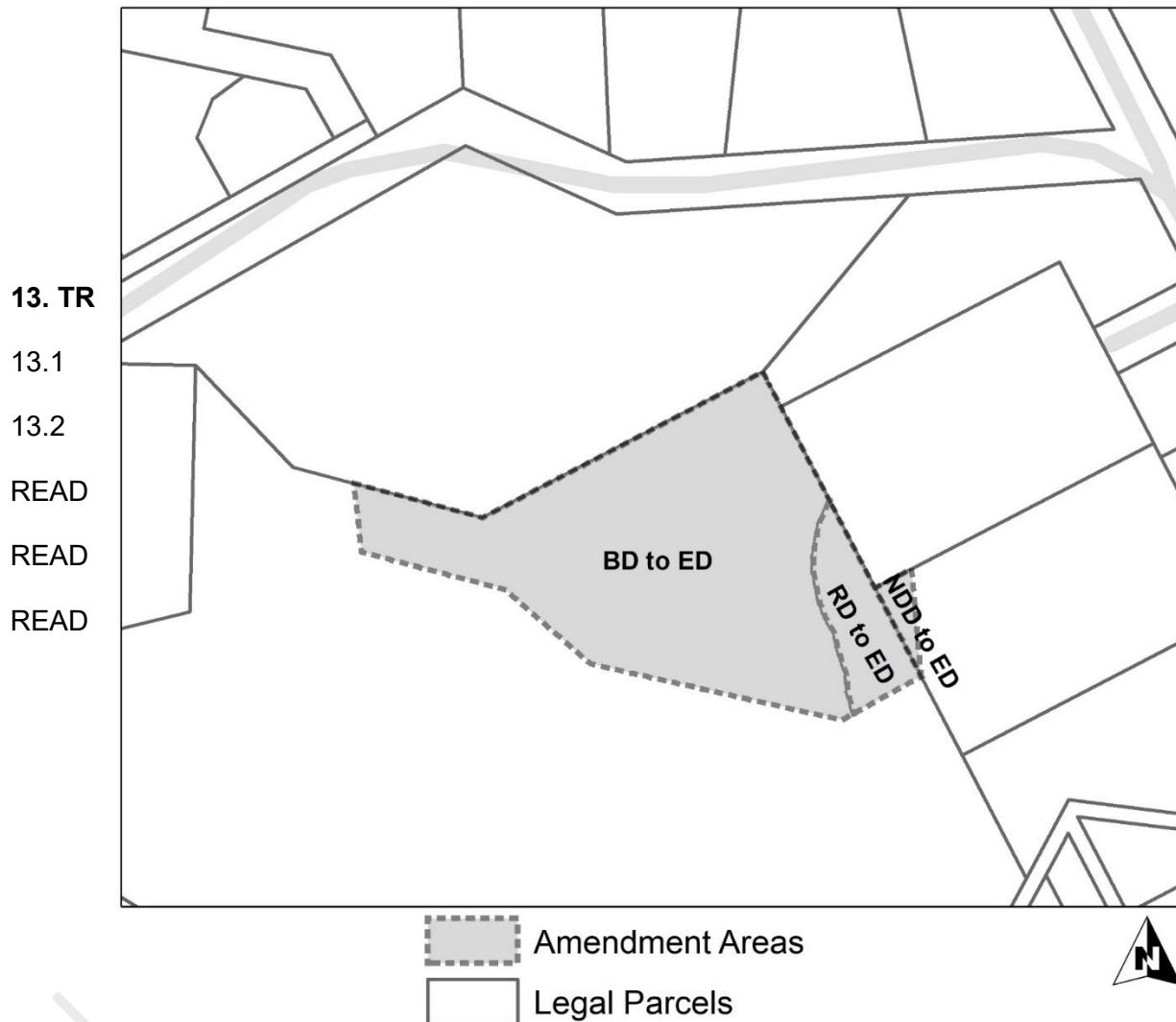
READ A THIRD TIME AND PASSED THIS _ DAY OF _, 2021

MAYOR

CHIEF ADMINISTRATIVE OFFICER

SCHEDULE 'A'

1. Amend Land Use Bylaw 16.20, "Land Use District Map, Map 3: Rosedale," as illustrated and described on the following map:



Legal: Lot 2, Block C Plan 891 1337 & Lot 1 Plan 761 0349 & SE 1/4 29-28-19-W4

From: Badlands District (BD), Rural Development District (RDD), Neighborhood District (ND)

To: Employment District (ED)

REQUEST FOR DECISION

TITLE:	2021 Municipal Taxes – Sandstone Manor Roll# 000 04029906
DATE:	June 22, 2021
PRESENTED BY:	Mauricio Reyes – Director of Corporate Services
SPONSORED BY:	Councillor Jay Garbutt

SUMMARY:

The Drumheller Housing Administration has requested that the municipal portion of the 2021 property taxes be cancelled for the property occupied by Sandstone Manor.

The contract between the Town and the Housing Authority, signed May 19, 2009, determined that the property would be exempt from municipal taxation. Since the Town is mandated to remit the requisitioned amounts for Alberta School Foundation Fund and the District Seniors Foundation, the exemption request is limited to the municipal levy only.

Current legislation does not permit the Town to make this property exempt from taxation however, the Municipal Government Act 347(1) (b) provides that Council may cancel or refund part of a tax. The decision for the cancellation must be made annually.

Cancellation of the municipal tax levy provides financial relief for the Housing Administration in order to keep rental rates charged at Sandstone Manor at an affordable level.

RECOMMENDATION:

Administration recommends that council proceeds with cancellation of the 2021 Municipal Tax levied against Roll No. 000 04029906 as per the terms of the agreement.

FINANCIAL IMPACT:

The loss of revenue impacts the Towns annual operating budget/results however; the adopted tax supported operating budget recognizes the commitment embedded in the 2009 agreement and includes a budget line item that reflects the annual expense that results from the waiver of the municipal taxes. The municipal tax levy for 2021 amounts to \$11,164.75.

STRATEGIC POLICY ALIGNMENT:

Poverty reduction Provincial Housing Strategy/Community Housing.

COMMUNICATION STRATEGY:

Drumheller Housing Administration will be notified in writing of Council's decision

MOTION:

Move to approve the cancellation of the 2021 Municipal Tax levied against Roll No. 04029906 (Drumheller Housing Administration) in the amount of \$11,164.75

SECONDED:

Mauricio Reyes

Prepared By: Mauricio Reyes
Director of Corporate Services



Approved By: Darryl Drohomerski
Chief Administrative Officer



Mr D. Drohomerski
Chief Operating Officer
Town of Drumheller
224 Centre Street
Drumheller
AB T0J 0Y4

June 11th 2021

Dear Mr Drohomerski,

Travel Drumheller Support for the Downtown Area Revitalisation Plan (DARP)

The Travel Drumheller Board of Directors wish to express their full support for the proposed amendment Bylaw 08.21 and the implementation of the Downtown Area Revitalisation Plan.

The downtown area has an important and unique role in the economic and social development of Drumheller. Carefully developed downtown areas create a critical mass of activities. This concentration facilitates business, learning, and cultural exchange. Drumheller's downtown is on the cusp of this critical mass and the DARP would assist the area in developing to its fullest potential.

The recent openings of independently owned businesses show how important it is to continue well orchestrated investment in, and planning of, our downtown. It is vital to both the economy and the social well being of the community.

Downtown is the historic core of our community. Many of the buildings are historically significant and help highlight our community's past, making it a major tourist draw. When people travel, they want to see unique places. Drumheller's downtown has the building-block assets to become that unique place that people want to see.

Travel Drumheller's remit is to promote our region across Canada and the world; having a vibrant, well planned, enticing downtown is a vital part of the story that we tell.

We were thrilled to hear the plans proposed and cannot wait to see them implemented over the next few years. Travel Drumheller will support this process in whatever way it can to help ensure our downtown is a place where visitors and residents love to spend time.

Yours sincerely

A handwritten signature in black ink that reads "Ryan Semchuk".

Ryan Semchuk
Chair of Travel Drumheller

Cc Board of Travel Drumheller

Travel Drumheller
PO Box 1357

Drumheller
Agenda Monday June 28, 2021
AB
T0J 0Y0

403 823 2242

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