

PARKLAND COUNTY
PROVINCE OF ALBERTA

BYLAW NO. 2022-09

**BEING A BYLAW FOR THE PURPOSE OF REGULATING AND PROVIDING FOR THE
TERMS, CONDITIONS FOR THE SUPPLY AND USE OF WATER SERVICES PROVIDED BY
PARKLAND COUNTY**

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

WHEREAS pursuant to section 7(a) of the *Municipal Government Act* a council of a municipality may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property;

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 Parkland County, duly assembled and under the authority of the *Municipal Government Act*, as amended, hereby enacts the following:

TITLE

1. This Bylaw shall be known as the "Waterworks Bylaw".

DEFINITIONS AND INTERPRETATION

2.

(1) In this Bylaw, unless the context otherwise requires:

- a. "Account" means an agreement between a Customer and the County for the supply of Water Services of which the terms of this Bylaw shall form a part and includes the amounts payable from time to time by the Customer to the County;
- b. "CAO" means the Chief Administrative Officer of the County or the Chief Administrative Officer's delegate;
- c. "Council" means the municipal council of the County;
- d. "County" means the municipal corporation of the Parkland County and its duly authorized employees, agents, contractors and other representatives or the geographic area contained within the boundaries thereof, as the context requires;
- e. "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;
- f. "Cross Connection Control Device" means a testable CSA certified device that prevents the backflow of water;
- g. "Curb Stop" means a valve connected to a Service Connection enabling the turning-on and shutting-off of the water supply to a Customer's Property;
- h. "Customer" means any Person receiving Water Services and, where the context or circumstances so require, includes any Person who is named on an Account, or who makes or has made an application for Water Services or otherwise seeks to receive Water Services, and also includes any Person acting as an agent or representative of a Customer;
- i. "Dwelling" means a private residence with sleeping and cooking facilities used or intended to be use as a residence;
- j. "Engineering Design Standards" means engineering design standards adopted by the County from time to time or, in the absence of such standards, generally accepted municipal engineering standards;

- k. **"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;
- l. **"Facilities"** means any infrastructure forming part of the Water System, including without limitation: water treatment plants, reservoirs, pumping stations, Water Mains, Water Service Lines, bulk water stations, Curb Stops, valves, fittings, fire hydrants, chambers, Meters, Cross Connection Control Devices and all other equipment and machinery of whatever kind owned by the County that is used to produce and supply potable water to Customers as the context requires.
- m. **"Fees and Charges Bylaw"** means Bylaw 2021-20, as amended or repealed and replaced from time to time;
- 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 County to calculate and register the amount of water consumed relative to the land and buildings that the Meter is designed to monitor;
- o. **"Multiple Dwelling"** means a wholly or partially residential development containing more than one Dwelling, whether or not the development is within a single building;
- p. **"Non-Residential"** means a premises that is not Residential, and, for greater certainty, Non-Residential premises include, but are not limited to, campgrounds, hotels and bed and breakfasts;
- q. **"Occupant"** means a Person occupying a Property, including a lessee or licensee, who has actual use, possession or control of the Property;
- 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"** includes a Bylaw Enforcement Officer appointed by the County, a Community Peace Officer whose appointment includes enforcement of the County's Bylaws and 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 Water Line"** means that portion of a Service Connection that extends from the property line to an improvement or location on a Customer's Property that receives, or is to receive, Water Services, 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 County;
- v. **"Property"** means:
 - i. in the case of land, a parcel of land including any buildings; or
 - ii. in other cases, personal property;
- w. **"Recreational Vehicle"** means a vehicular or trailer type unit designed to provide temporary living quarters for recreational, camping, travel or seasonal use;
- x. **"Residential"** means a premises that is used primarily for domestic purposes that contains, or is designed or intended to contain, one or more Dwellings, but does not include a campgrounds, hotels or bed and breakfast establishments;
- y. **"Service Connection"** means all of the Facilities required to achieve a physical connection between the County's Water Main and the structure, improvement or location that receives Water Services, to allow a Customer to receive potable water, which includes a Water Service Line and a Private Water Line, as the context requires;
- z. **"Subsidiary Meter"** means a privately owned meter installed on Property at the Customer's expense and utilized strictly for the Customer's purposes;

- aa. "Terms and Conditions" means the terms and conditions in respect of Water Services described in Schedule "A";
- bb. "Violation Ticket" has the same meaning as in the *Provincial Offences Procedure Act*;
- cc. "Water Conservation and 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;
- dd. "Water Main" means those pipes installed for the conveyance of potable water within the County to which Service Connections may be connected;
- ee. "Water Service Line" means that portion of a Service Connection owned by the County that extends from the Water Main to the property line of a Property that receives, or is to receive, Water Service;
- ff. "Water Services" means the provision of potable water by the County to a Customer's Property and associated services offered to the Customer under this Bylaw;
- gg. "Water System" means the Facilities used by the County to supply potable water to Customers, which is deemed to be a municipal public utility within the meaning of the *Municipal Government Act*; and
- hh. "Water Services Guidelines" means those guidelines, procedures, protocols, requirements, specifications or standards adopted by the CAO from time to time pursuant to Section 6 of this Bylaw

(2) In this Bylaw, a citation of or reference to any act or regulation of the Province of Alberta or of Canada, or of any other bylaw of the County, is a citation of or reference to that act, regulation, or bylaw as amended or replaced.

PART I - PROVISION OF WATER SERVICES

Other Water Utilities Prohibited

- 3. No Person shall provide a service within the County that is similar in type to the Water Services provided pursuant to this Bylaw unless authorized by Council.

Terms and Conditions

- 4. All Water Services shall be provided in accordance with Schedule "A" of this Bylaw.

Rates, Fees and Charges

- 5.
 - (1) The County will provide Water Services to Customers within the County at the rates, fees or other charges specified in this Bylaw and the Fees and Charges Bylaws, as may be amended by Council by bylaw from time to time.
 - (2) Subject to subsection (3), additional services provided by the County to a Customer will be billed to the Customer in accordance with an agreement between the Customer and the County.
 - (3) Additional 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 County's favour

may, at the CAO'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 County.

Water Services Guidelines

6.

- (1) Subject to subsection (2), the CAO may adopt, amend, repeal and replace Water Services Guidelines from time to time as the CAO deems advisable.
- (2) Water Services Guidelines must not be inconsistent with this Bylaw and, in the event of an inconsistency, this Bylaw shall prevail.
- (3) Without limiting the generality of subsection (1), Water 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 Water Services are provided, or as a condition of ongoing provision of Water 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, Water Services 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 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 that a Customer must comply with in order to access a County bulk water station;
 - (g) procedures or requirements for upgrading, re-sizing, relocating or otherwise changing a Service Connection, whether at the instigation of the County or at the request of a Customer;
 - (h) the turn-on and turn-off of Water Services, whether at the instigation of the County or at the request of a Customer; and
 - (i) 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

7. In any case in which written notice is required to be provided to a Customer pursuant to this Bylaw, the CAO may serve notice:
 - (a) personally;
 - (b) by e-mail if the Customer has consented to receive documents from the County by e-mail and has provided an e-mail address to the County for that purpose;
 - (c) by mailing or delivering a copy of the notice to the last known address of the Customer as disclosed in the County's assessment roll for the Property; or
 - (d) if the Customer does not answer the door, by placing the written notice on the door of the Property.

Authority of the CAO

8. Without restricting any other power, duty or function granted by this Bylaw, the CAO is authorized to, in accordance with this Bylaw and all other applicable laws:
- (a) take any steps and carry out any actions required to give effect to, and enforce, the provisions of this Bylaw;
 - (b) establish forms for the purpose of this Bylaw; and
 - (c) delegate any powers, duties or functions under this Bylaw to an employee of the Municipality.

PART II - ENFORCEMENT

Offence

9. A Person who contravenes any provision of the Bylaw is guilty of an offence.

Subsequent Offence

10. In the case of an offence that occurs on more than one occasion, the specified penalty for the second or subsequent offence shall be subject to an escalating fine as set out in Schedule "B".

Continuing Offence

11. 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

12. 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

- 13.
- a. When a corporation commits an offence under this Bylaw, every principal, director, manager, employee or agent for 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.
 - b. 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

- 14.
- a. A Person who is guilty of an offence may be liable to a fine in an amount not less than \$100.00 and not exceeding \$10,000.00.
 - b. Without restricting the generality of subsection (1), the fine amounts established for use on Violation Tickets, if a voluntary payment option is offered, are set out in Schedule "B".

Warnings and Violation Tickets

- 15.
- a. A Peace Officer is hereby authorized to use discretion in determining whether to issue a written warning or a Violation Ticket pursuant to the *Provincial Offences Procedures Act* to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.

- b. Subject to the *Provincial Offences Procedure Act*, and the regulations thereunder, if a Violation Ticket is issued in respect of an offence, the Violation Ticket may:
 - i. specify the fine amount established by this Bylaw for the offence; or
 - ii. require a Person to appear in court without the alternative of making a voluntary payment.

Voluntary Payment

16. A person who commits an offence may:
- i. if a Violation Ticket is issued in respect of the offence; and
 - ii. if the Violation Ticket specifies the fine amount established by the Bylaw for this 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

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

PART III - GENERAL

Schedules

18. The following schedules are included in, and form part of this Bylaw:
- i. Schedule "A" – Terms and Conditions of Water Services
 - ii. Schedule "B" – Specified Penalties

Severability

19. 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

20. This Bylaw repeals Bylaw No. 19-98.

Enactment

21. This bylaw shall come into force and take effect on the day of the third reading and signing thereof.

READ a first time this 27th day of September, 2022.

READ a second time this 27th day of September, 2022.

READ a third time this 27th day of September, 2022.

SIGNED AND PASSED this 27th day of September, 2022.



 Mayor



 Chief Administrative Officer

SCHEDULE "A"

TERMS AND CONDITIONS OF WATER SERVICES

PART I - SUPPLY

Duty to Supply

1

- (1) The County 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 Council considers advisable, to any Customer within the County situated along a County Water Main.
- (2) If there is no County Water Main adjacent to a Property, the County shall not be obliged to provide Water Services to the Property but may, in its sole and unfettered discretion, agree to construct new Facilities or an extension to or modification of the Water System in order to supply Water Services to the Property, subject to the Customer entering into a customer service application and agreement on terms acceptable to the County including, without limitation, the Customer agreeing to pay all costs associated with the construction of any new Facilities that may be required in order to supply Water Services to the Property.
- (3) All Water Services provided by the County 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 Water Services from the County.

No Guarantee of Continuous Supply

2

- (1) The County does not guarantee or warrant the continuous supply of potable water and the County reserves the right to change the operating pressure, restrict the availability of Water Services or to disconnect or shut-off Water Services, in whole or in part, with or without notice, in accordance with this Bylaw.
- (2) Customers depending upon a continuous and uninterrupted supply or pressure of water or who require or have processes or equipment that require particularly clear or pure water shall provide such facilities, as they are considered necessary, to ensure a continuous and uninterrupted supply, pressure or quality of water required for this use. The County assumes no responsibility for same.
- (3) The County shall not be liable for damages, including losses caused by a break within the County's Water System or caused by the interference or cessation of water supply including those necessary or advisable regarding the repair or proper maintenance of the County's Water System, or generally for any accident due to the operation of the County's Water System or for the disconnection of a Service Connection or shut-off of Water Service, nor by reason of the water containing sediments, deposits, or other foreign matter.

PART II - SERVICE CONNECTIONS

Application for Service Connection

3

- (1) A Customer requesting Water Services involving a new Service Connection shall apply to the CAO 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 CAO.
- (2) Without limiting the generality of subsection (1), the CAO may require a Customer, in conjunction with an application under subsection (1), to submit a water modelling application, in a form acceptable to or adopted by the CAO, along with any associated fee, which application may be utilized to determine if the requested Service Connection is feasible.
- (3) Upon receipt of all required application documents, information and fees, verification of the Customer's identity and the accuracy of the information, the CAO will advise the Customer whether and on what terms the County is prepared to supply Water 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(s) and supply of Water Services.

Easements and Rights-of-Way

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

Design and Engineering Requirements for Service Connections

- 5 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 CAO. 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 County may reasonably require, signed and sealed by a professional engineer.

Construction of Service Connections

- 6
 - (1) The County shall provide and install all Facilities up to the property line, subject to the terms of this Bylaw, including, without limitation, payments by the Customer.
 - (2) The Customer shall be responsible for, and shall bear all costs associated with, the installation and condition of the Private Water Line and all other piping and equipment or other facilities of any kind whatsoever on the Customer's side of the property line and:
 - (a) shall ensure that the Customer's proposed Private Water Line receives approval from the County prior to construction;
 - (b) shall ensure that all work undertaken on behalf of the Customer is performed by qualified workers holding appropriate certifications, in accordance with this Bylaw and applicable requirements set out in the Engineering Design Standards and the Water Services Guidelines; and
 - (c) shall not backfill the excavation until such time as the County has inspected and approved of the work.
 - (3) If an excavation is backfilled in contravention of subsection (2)(c), the CAO may, in addition to any other rights and remedies that may be available to the County, require the Customer in question to dig out and expose the said work at the Customer's cost.

Repair and Maintenance of Private Drainage and Water Lines

- 7
 - (1) A Customer is responsible for the repair, maintenance and replacement of Private Water Lines located on the Customer's Property, and for all associated costs.
 - (2) The CAO may require a Customer to perform work described in subsection (1) if the CAO, in their discretion, considers such work to be necessary or desirable for the protection or proper operation of the Water System.
 - (3) Where the CAO requires a Customer to perform work pursuant to subsection (2), the CAO shall establish a deadline by which the work in question must be completed by the Customer.
 - (4) If a Customer fails to complete, by the deadline established under subsection (3), all work required by the CAO pursuant to subsection (2), to the satisfaction of the CAO, the County may, at its option, and in addition to any other remedy available, enter onto the Customer's Property and perform the work.
 - (5) The Customer shall pay all costs incurred by the County in performing work pursuant to subsection (4).

Customer Responsibility for Service Connection

- 8
 - (1) The Customer assumes full responsibility for the proper use of any Service Connection and any Water Services provided by the County and for the condition, suitability and safety of any and all devices or equipment necessary for receiving Water Services that are located on the Customer's Property.

- (2) 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 or Water Services, or to protect the safety or reliability of the Water System. The Customer shall provide and install any such devices at the Customer's sole expense.

Compliance with Requirements and Use of Service Connection

9

- (1) A Customer shall ensure that the Customer's facilities comply with the requirements of this Bylaw, all applicable statutes, regulations, codes, and standards and with the County's specifications.
- (2) A Customer shall not use a Service Connection or any Water Service received in a manner so as to interfere with any other Customer's use of a Service Connection, or Water Services.
- (3) A Customer who has breached subsection (2) shall, at the CAO's direction, take whatever action is required to correct such interference or disturbance at the Customer's expense.

Abandonment of Service Connection

- 10 Whenever a Customer wishes to abandon a Service Connection, the Customer shall first obtain approval from the CAO for the method and location of abandonment and the Customer shall assume responsibility for all associated costs.

Ownership of Facilities

11

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

Access to Facilities

12

- (1) No Person shall obstruct or impede the County'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 County's 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 County'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 ten (10) days after receiving from the CAO a notice in writing to do so, then in addition to any other legal remedy available the CAO 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

- 13 No Person shall interfere with or alter any Facilities or permit the same to be done by any Person other than an authorized agent of the County.

Protection of Facilities on Customer's Property

- 14 The Customer shall furnish and maintain, at no cost to the County, the necessary space and protective barriers to safeguard Facilities installed or to be installed upon the Customer's Property. If the Customer refuses, the CAO 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 CAO's specifications and approval.

Customer to Pay Relocation Costs

- 15 The Customer shall pay all costs of relocating the County'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. If requested by the County, the Customer shall pay the estimated cost of the relocation in advance.

Prohibited Extension of Customer Owned Facilities

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

PART III - WATER SERVICES ACCOUNTS

Requirement for Account

17

- (1) The Owner of a Property shall apply for an Account with the County, in a form acceptable to the County, and pay all applicable fees as a condition of obtaining Water Services, regardless of whether the provision of services requires installation of a new Service Connection(s) or construction of any new Facilities.
- (2) In the case of a Multiple Dwelling, the CAO may require that a separate Account be opened in respect of each Dwelling, as applicable, within the Multiple Dwelling, regardless of the number of Service Connections associated with the Multiple Dwelling.
- (3) Except as provided under this Bylaw, the County shall not grant Water Services to, or open an Account in the name of, an Occupant that is not the Owner of the Property.
- (4) Notwithstanding subsection (3) above, an Owner may request to have bills mailed to an Occupant that is not the owner of the Property under the Owner's name; however, the Owner of a Property where Water Services are received shall be responsible for all services delivered or consumed and all fees, rates and charges levied for services delivered or consumed.
- (5) If, notwithstanding subsection (3), Water Services are currently being provided to an Occupant that is not the Owner of the Property, the Owner of the Property shall forthwith inform the County of this and apply for an Account with the County, failing which the County may deem an application to have been received from the Owner of the Property and open an Account in the Owner's name.
- (6) Upon the change of ownership of a Property supplied with Water Services, the new Owner shall apply for an Account with the County, failing which the County may deem an application to have been received from the new Owner of the Property and open an Account in the new Owner's name.

Security Deposits

18

- (1) The CAO may, in their sole discretion, at the time of a Customer's application for Water Services, or at any time thereafter, require the Customer to post a security deposit or increase an existing security deposit in circumstances that may include, without limitation, the following:
 - (a) the Customer making application for Water Services has a credit rating that is not satisfactory to the County;
 - (b) the Customer has issued more than one cheque or pre-authorized debit that has been returned for non-sufficient funds in the previous 12 months;
 - (c) late payment by the Customer for Water Services;
 - (d) the Customer is requesting Water Services to be reconnected after having previously been shut off for non-payment.
- (2) The CAO may, in their 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, in circumstances that may include, without limitation, the following:
 - (a) the Customer has a good payment history with the County;
 - (b) where a result satisfactory to the County is obtained from an external credit check; or
 - (c) where the Customer provides to the County an indemnity bond or irrevocable letter of

credit from a financial institution satisfactory to the County.

- (3) A deposit made by a Customer shall be returned to the Customer when a Customer's Water Services are terminated and the Customer's Account is closed. Where a Customer's Water 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 County.
- (4) The County is not obliged to pay interest on any security deposit held by the County to a Customer.

Obligation to Pay

19

- (1) The CAO may add to a Customer's Account the charges for all Water Services provided by the County 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) For greater certainty, non-receipt of a bill or invoice does not relieve a Customer from the obligation to pay for Water Services provided.
- (3) No reduction in charges for Water Services will be made for water supplied to or made available for use by any Customer because of any interruption due to any cause whatsoever of the water supply.
- (4) Billing shall be in accordance with the following:
 - (a) The amount of the billing shall be based upon the rates, fees and charges set out in this Bylaw and the Fees and Charges Bylaw,
 - (b) Customers shall be billed monthly, or at such frequency as may be determined by the CAO, in their discretion;
 - (c) For rates, fees and charges that are based on water consumption, the water consumption through Service Connections shall be determined by the applicable Meter reading, obtained at such frequency as may be determined by the CAO in their discretion, with a consumption estimate to be utilized in months for which no Meter reading is scheduled to occur;
 - (d) Where a Meter reading cannot be obtained a water consumption estimate may, at the CAO's discretion, be used.
- (5) Where, pursuant to any provision of this Bylaw, a Service Connection that provides Water Services to a Customer has been disconnected, or Water Services have otherwise been shut-off or discontinued, the Customer shall continue, for the duration of the disconnection, shut-off or discontinuance of service, to be obligated to pay all applicable non-consumption related rates, fees and charges set out in this Bylaw and the Fees and Charges Bylaw, including, without restriction, all applicable flat rate or fixed rate charges for Water Services.
- (6) Payment on Accounts may be made to the County at such locations designated, and under any payment methods approved, by the CAO from time to time.

Past Due Accounts

20

- (1) A late payment charge equal to 2.5% of the outstanding balance from that invoice owing shall be applied to Customer's Account if the Customer's payment has not been received by the County by the due date. The Customer may also be charged a dishonoured 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 County and is recoverable 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 or shutting-off Water Service, and imposing a re-connection fee prior to re-establishing Water Services;
 - (c) in the case of any charges that are in arrears over 90 days after the date of the invoice, by the CAO adding the outstanding Account balance to the tax roll of an Owner of a Property in accordance with the *Municipal Government Act*.

Shut-off without Notice

- 21 If the CAO believes there is any actual or threatened danger to life or Property, or in any other circumstances the nature of which, in the CAO's sole judgment, requires such action, the CAO has the right to withhold connection, disconnect a Service Connection or shut-off Water Services without prior notice to the Customer.

Shut-off with Notice

- 22 The CAO may withhold connection, disconnect a Customer's Service Connection or shut-off Water Services (without prejudice to any of the County'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 this Bylaw or the Fees and Charges 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 this Bylaw or any agreement between the Customer and the County for the provision of Water Services; or
- (d) any other similar circumstances to those described above that the CAO determines, in his or her sole discretion, acting reasonably, require the withholding, disconnecting or shut-off of service upon 48 hours' notice.

Customer Requested Shut-off

23

- (1) A Customer who is the Owner of a Property that receives Water Services through a Service Connection may request, in writing, that the County temporarily shut-off Water Services provided to the Property.
- (2) A Customer who requests shut-off of Water Services under subsection (1) must pay all applicable fees or charges provided for in this Bylaw or the Fees and Charges Bylaw.
- (3) Upon receipt of a valid request under subsection (1), and all applicable fees and charges under subsection (2), the CAO may shut-off the Water Service in question.

Reconnection of Service

- 24 Before the County reconnects or restores Water Services, the Customer shall pay:

- (a) any amount owing to the County for the provision of Water Services;
- (b) the applicable reconnection charges; and
- (c) any applicable security deposit.

The County's Right of Entry

25

- (1) As a condition of receipt of Water Services and as operational needs dictate, authorized representatives of the County 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 any facilities associated with the Water System;
 - (b) investigating or responding to a Customer complaint or inquiry;
 - (c) conducting an unannounced inspection where the CAO 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 Water Services.
- (2) The CAO 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 County's reasonable out-of-pocket and administrative costs, if the County's lawful entry to a Customer's Property is prevented or hindered, whether by a Customer not keeping a scheduled appointment or for any other cause.

Removal of County Facilities

- 26 Where any Customer discontinues Water Services furnished by the County, or the County lawfully refuses to continue any longer to supply it, any authorized representative of the County may at all reasonable times enter the Customer's Property to remove any Facilities in or upon such Property.

False Information

- 27 No Person shall supply false information or make inaccurate or untrue statements in a document or information required to be supplied to the County pursuant to this Bylaw.

PART IV - GENERAL WATER SERVICES PROVISIONS

Water Conservation and Demand Management Measures

28

- (1) The CAO may, at such times and for such lengths of time as is considered necessary or advisable, implement Water Conservation and Demand Management Measures to restrict water usage in any or all parts of the County.
- (2) All water restrictions shall be duly advertised by posting on the County's website or by use of local media, printed or otherwise, prior to taking effect.
- (3) No Person shall contravene the terms or conditions of any Water Conservation and Demand Management Measures, without first obtaining the CAO's authorization.

Requirement to Connect to Water System

29

- (1) Subject to subsection (2), all new development, including redevelopment, on Property adjacent to a County Water Main must connect to the Water System prior to occupancy.
- (2) The CAO may, in their discretion, exempt a given development from the connection requirement established by subsection (1) in circumstances that may include, without limitation, the following:
 - (a) use of the development for its intended purpose does not require a supply of potable water,
 - (b) the development has unusual characteristics that might adversely affect the quality of Water Services supplied to other Customers, public health or safety, the health or safety of County personnel, or the safety or reliability of any other Facilities, or
 - (c) the development has special potable water needs and requires a continuous and uninterrupted supply or pressure of potable water or a particularly clear or pure water, or both, which the County is unable to supply.
- (3) Where an exemption has been granted under subsection (2), the CAO may, at any time after the granting of the exemption, require that the Property in question be connected to the Water System within an alternate timeframe prescribed by the CAO.
- (4) If an Owner fails to take all required steps to connect the Owner's Property to the Water System when required, by this section, to do so, the County may enter onto the Property in question and, at the Owner's sole expense, take any and all steps that the County considers necessary to connect that Property to the Water System, including, without restriction, constructing a Private Water Line and related facilities on the Property.

Alternate Water Supply

30

- (1) Subject to subsection (2), once a Property is connected to the Water System,
 - (a) no Person shall allow water to be supplied to that Property by way of a well, spring or other source of water supply that is not connected to the Water System; and
 - (b) any existing well, spring or other source of water supply not connected to the Water System, that is located on that Property, shall be decommissioned by the Owner, at the Owner's expense, in accordance with all applicable laws and regulations.
- (2) The CAO may allow a Person to maintain an alternate source of water supply subject to such terms and conditions as the CAO deems necessary, which may include, without limiting the generality of the foregoing, restrictions on the period of time for which an alternate source of water supply may be used and the purposes for which it may be used.
- (3) No Person who has been granted permission by the CAO to maintain an alternate water supply under this section shall allow the alternate source of water to be connected, directly or indirectly, to the Water System.

Resale and Supply of Water

31 No Person shall, unless authorized by the CAO in writing:

- (a) resell water obtained from the Water System to any other Person;
- (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

32

- (1) No Person shall use water from the Water System, or allow water obtained from the Water System to be used:
 - (a) in a manner that will impede water use by other Customers;
 - (b) in a manner that is wasteful;
 - (c) unless an Account has been opened by the Customer;
 - (d) unless the water has first passed through a Meter, except in a case where, pursuant to this Bylaw, unmetered supply of water is specifically authorized; or
 - (e) in any other unauthorized manner.
- (2) If the CAO finds an unauthorized use of water including, without restriction, as a result of any tampering with a Meter or other Facilities, the CAO may make such changes in the County'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 CAO may immediately disconnect the Service Connection or shut-off the water supply, 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 County.
- (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 CAO of the amount of water used in contravention of this section;
 - (b) all costs incurred by the County in dealing with the contravention; and
 - (c) any other applicable fees or charges provided for in this Bylaw.

Authorizations and Approvals for Private Water Line

33

- (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 County 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 County's requirements applicable to the installation and operation of the Private Water Line. The County reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

Temporary Water Services

34 The County 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 Water Services as specified in this Bylaw or the Fees and Charges Bylaw. A Customer who is receiving temporary Water Services for the construction phase of a development ceases to be entitled to take temporary Water Services at the construction rate and is required to apply for permanent metered Water Services when

- (a) a County final inspection is issued for the development; or
- (b) the development is being used for its intended purpose;

whichever event occurs first.

Bulk Water

35

- (1) The County may, at its discretion, make water available for sale at County bulk water stations.
- (2) The County is not obligated to supply water at its bulk water stations and the supply of water may be discontinued or interrupted for any reason.
- (3) All purchases of bulk water at County bulk water stations require an Account and an access number assigned by the County.
- (4) A Customer requesting access to a County bulk water station may apply to the County for a bulk water Account by:
 - (a) supplying any information that may be reasonably required by the CAO; and
 - (b) paying any applicable fee or charge established by the County including, without restriction, a fee payable to obtain a bulk water station access number.
- (5) No Person, other than a Customer with a bulk water Account in good standing, shall access or draw water from a County bulk water station without prior County authorization.
- (6) The CAO may add to the Customer's bulk water Account the charges for all Water Services provided by the County to the Customer based upon the rates, fees and charges set out within this Bylaw or the Fees and Charges Bylaw.
- (7) Customers shall be billed monthly, or at such frequency as may be determined by the CAO, in their discretion. 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.
- (8) Payments on bulk water Accounts may be made to the County at such locations designated, and under any payment methods approved, by the CAO from time to time.
- (9) A Customer may be charged a dishonoured cheque charge for each cheque returned for insufficient funds when paying a balance on the Customer's bulk water Account.
- (10) Any charge on a Customer's bulk water Account remaining unpaid after the due date will be in arrears and constitute a debt owing to the County and is recoverable, by action, in any Court of competent jurisdiction. If an Account remains unpaid after the due date, the County may, in addition to any other remedy, revoke the Customer's pin code access to the County's bulk water

stations and close the Customer's bulk water Account.

PART V - WATER METERS

Provision and Ownership of Meters

36

- (1) All water supplied by the County through each Service Connection shall be measured by one Meter unless the CAO, in their sole discretion, has specified otherwise. A separate Curb Stop must be installed for each Meter.
- (2) The County shall supply one or more Meters for the purpose of measuring the volume of water delivered to a Customer by way of a Service Connection and the Customer shall be responsible for the costs of the Meter as set out within the Fees and Charges Bylaw. Each Meter shall remain the sole property of the County, notwithstanding the Customer has paid the County's costs of supply, unless the CAO and the Customer have expressly agreed in writing otherwise.
- (3) The County shall install the Meter(s) supplied to Residential Customers and the Customer shall be responsible for the costs of the install(s) as set out within the Fees and Charges Bylaw.
- (4) Non-Residential Customers shall be responsible for hiring a certified plumber to install the Meter(s) supplied to the Customer and the Customer shall be responsible for all costs of installing the Meter(s) and for ensuring installation(s) comply with the Engineering Design Standards.
- (5) In the case of new construction on Property adjacent to a Water Main, a Customer's Property may only be occupied after the Meter is installed and an Account opened.
- (6) Every Property located within the County that receives Water Services shall have a Meter installed to measure the water supplied by the County through each Service Connection, in accordance with this section.

Responsibilities of Customer

37

- (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 Services Guidelines.
- (2) Each Customer shall provide adequate protection for the Meter supplied by the County 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

38

- (1) No Person, other than an authorized agent of the County, shall install, test, remove, repair, replace, or disconnect a Meter.
- (2) No Person shall break, tamper, or interfere with any Meter including, without restriction, any seal attached thereto.
- (3) 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.
- (4) No Person shall obstruct or impede direct and convenient access to Meters for the purpose of inspection, removal, repair, replacement or reading.

Subsidiary Meters

39

- (1) A Customer may, for the Customer's own benefit, and at the Customer's own cost, install a

Subsidiary Meter between the Meter supplied by the County and the point of use of the water supplied, provided that the County 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 CAO, a Subsidiary Meter has been installed in a manner so as to interfere with the operation of or access to the County's Meter, the CAO may direct, in writing, that the Customer relocate or remove the Subsidiary Meter within a time frame selected by the CAO.

Access to Meters

- 40 The CAO may, at any reasonable time, read, inspect, remove, repair, replace or test a Meter installed on Property owned or controlled by the Customer.

Remote Meter Reading

41

- (1) In this section,
 - (a) "Remote Reading" means a Meter reading obtained by the County electronically, without physically travelling to the location of a Meter and viewing it in-person; and
 - (b) "In-Person Reading" means a Meter reading obtained by the County by physically travelling to the location of a Meter and viewing it in-person.
- (2) Without limiting the generality of section 40 of this Schedule, the CAO may, in their discretion, and at the Customer's sole cost, alter or replace a Meter so as to make the Meter capable of being read remotely.
- (3) Where a Meter is capable of being read remotely, the County may, in its discretion, read the Meter by way of either a Remote Reading or In-Person Reading.
- (4) In the event of an inconsistency between a Remote Reading and In-Person Reading, obtained at a specific point in time, the In-Person Reading shall prevail.

Meter Readings

- 42 Where 3 consecutive estimated Meter readings have been used for billing purposes due to the Meter not being read by an authorized representative of the County as a result of the Customer failing to provide or allow the County access to the Meter during a billing period:
 - (a) a notice may be left at the Customer's address requesting the Customer to contact the CAO within 2 working days, advising of the date and time that the CAO will be able to have access to the Meter for the purpose of obtaining an actual Meter reading; or
 - (b) in the case where the Customer does not contact the CAO within 2 working days, the County may disconnect the Service Connection or shut-off Water Services, without any further notice, until such time as an actual Meter reading can be obtained.

Meter Testing

43

- (1) At the request of a Customer, the CAO shall arrange for on-site Meter verification and, if necessary, shall arrange for a Meter to be tested by a person 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 98.5% and 101.5% of actual consumption, then the Customer shall pay all applicable fees and charges for this service.
- (2) If the Meter is found to be recording inaccurately, as defined above:
 - (a) the CAO will repair or replace the Meter and the cost, along with the costs of verification and testing, shall be borne by the County; and
 - (b) subject to subsection (3), the Account based on the readings of that Meter during the period of 3 months immediately preceding the date of the test or calibration shall be corrected to reflect the error in the Meter and the Customer shall pay, or shall be refunded, as the case may be, the amount so determined, which payment or refund

shall be accepted by both the County and the Customer in full settlement of any claim that may arise out of the error in the Meter.

- (3) The CAO may at any time inspect or test any Meter, on its 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

44

- (1) If under any circumstances, a Person other than an authorized agent of the County prevents a Meter from accurately recording the total volume of water supplied, the County may disconnect the Service Connection, shut-off Water Services or take other appropriate actions to ensure access to accurate Meter data or both.
- (2) The CAO 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 VI - FIRE PROTECTION

Use of Water from Fire Hydrants

45

- (1) Unless authorized by the CAO, no Person shall operate or interfere with a fire hydrant, except as necessary for firefighting purposes.
- (2) A Customer requesting authorization to use water from a fire hydrant shall apply to the CAO 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 CAO.
- (3) The CAO will advise the Customer whether and on what terms the County 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 County owned fire hydrant.

Interference with Fire Hydrants

46

- (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 3 feet around a fire hydrant and shall not permit anything to be constructed, erected, placed or planted within that minimum clearance.

Private Fire Protection Equipment

47

- (1) In this section "Private Fire Protection Equipment" means equipment, infrastructure or facilities, not owned by the County, which is located on a Customer's Property and is intended to be used to provide fire protection, including, without limiting the generality of the foregoing, private fire hydrants, fire sprinklers and outlets for fire hoses.
- (2) No Customer shall connect Private Fire Protection Equipment to the Water System without first applying for, and obtaining, the written approval of the CAO.
- (3) A Person applying for approval under subsection (2) shall pay any applicable fee and provide the CAO with all information that the CAO may require.
- (4) The CAO may, in their discretion, acting reasonably, approve or reject an application under subsection (2) and may, in granting an approval, impose conditions or requirements on the Customer, which may include, without restriction, a requirement that a separate Service Connection be constructed and installed, at the Customer's sole cost, for the purpose of supplying the Private Fire Protection Equipment.

- (5) The County does not guarantee or warrant that the Water System, or any portion thereof, will be capable of connecting to and/or adequately supplying Private Fire Protection Equipment on a Customer's Property and, without limiting the authority of the CAO under subsection (4), an application under subsection (2) may be rejected if the CAO determines that the Water System, or portion thereof, is not capable of connecting to or adequately supplying the proposed Private Fire Protection Equipment.
- (6) A separate Service Connection for fire protection that is installed pursuant to subsection (4) shall only be utilized to supply water for fire protection purposes.
- (7) Where a separate Service Connection for fire protection is required pursuant to subsection (4), the CAO may require that a separate Meter be installed on that Service Connection at the sole expense of the Customer.
- (8) A Customer that installs Private Fire Protection Equipment is responsible for complying with any applicable laws and regulations that relate to the installation, operation and maintenance of that Fire Protection Equipment.
- (9) A Customer shall ensure that all Private Fire Protection Equipment located on the Customer's Property maintains an adequate volume, pressure and flow rate of water required for firefighting purposes.
- (10) The CAO may, at any reasonable time, inspect and test Private Fire Protection Equipment.

PART VII - CROSS CONNECTIONS

Cross Connections

48

- (1) No Person shall install, or allow to exist, any 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 CAO determines that there exists a Cross Connection prohibited by this section, the CAO shall give notice to the Customer to correct the Cross Connection at the expense of the Customer within the time specified in the notice and may, in addition to any other legal remedy, immediately disconnect the Service Connection or shut-off the water supply for such time as the prohibited Cross Connection continues.

Cross Connection Control Devices

49

- (1) The CAO may, in his or her discretion, require any Customer to install, at the Customer's expense, one or more Cross Connection Control Devices on Private Water Lines servicing the Customer's Property, in locations approved by the CAO.
- (2) A Customer is responsible, at the Customer's expense, for ensuring that Cross Connection Control Devices located on the Customer's Property are installed, and regularly inspected, repaired and maintained, by a Person certified and qualified to install, inspect, repair and maintain Cross Connection Control Devices.

PART VIII - OTHER FACILITIES

Operation of Curb Stops

50

- (1) No Person, other than an authorized representative of the County, shall operate a Curb Stop on any Property.
- (2) No Person shall interfere with, damage or obstruct access to any Curb Stop.

Boilers

- 51 Where a boiler is supplied with water from the Water System, the Customer shall ensure that a safety valve or other appropriate device is installed to prevent danger from collapse or explosion if water supply to the Customer is disconnected or otherwise discontinued.

SCHEDULE "B"
SPECIFIED PENALTIES

Section	Description	Penalty	
		First Offence	Second or Subsequent Offence
Bylaw, s. 17	Obstruct an authorized representative	\$750	\$2,000
Schedule "A", s. 6(2)(c)	Backfill before Service Connection inspection	\$1,000	\$2,500
Schedule "A", s. 7	Contravention of Repair and Maintenance Requirements	\$750	\$2,000
Schedule "A", s. 9(2)	Interfere with another Customer's Service Connection/Water Services	\$1,000	\$2,500
Schedule "A", s. 12(1)	Obstruct access to Facilities	\$750	\$2,000
Schedule "A", s. 12(2)	Failure to manage vegetation on Property	\$750	\$2,000
Schedule "A", s. 12(3)	Install structure that interferes with proper and safe operation of Facilities	\$750	\$2,000
Schedule "A", s. 13	Interfere with or alter Facilities	\$1,000	\$2,500
Schedule "A", s. 16	Extend Customer-owned infrastructure beyond Property	\$1,000	\$2,500
Schedule "A", s. 27	Supply false or inaccurate information	\$750	\$2,000
Schedule "A", s. 28(3)	Fail to comply with Water Conservation and Demand Management Measures	\$750	\$2,000
Schedule "A", s. 30(1)(a)	Obtain water from source not connected to the Water System, after connection to Water System	\$750	\$2,000
Schedule "A", s. 30(1)(a)	Fail to decommission alternate water supply, after connection to Water System	\$1,000	\$2,500
Schedule "A", s. 30(3)	Connect an alternate water source to the Water System	\$1,000	\$2,500
Schedule "A", s. 31	Unauthorized resale or supply of water	\$750	\$2,000
Schedule "A", s. 32(1)	Unauthorized use of water	\$750	\$2,000
Schedule "A", s. 37	Contravention of Customer Meter installation rules and requirements	\$1,000	\$2,500
Schedule "A", s. 38	Contravention of General Meter Restrictions	\$1,000	\$2,500
Schedule "A" s. 45(1)	Unauthorized operation of a fire hydrant	\$1,000	\$2,500

Schedule "A", s. 46	Obstruct access to or operation of a fire hydrant	\$750	\$2,000
Schedule "A", s. 47	Contravention of requirement respecting Private Fire Protection Equipment	\$750	\$2,000
Schedule "A" s. 48	Unauthorized Cross Connection	\$1,000	\$2,500
Schedule "A", s. 49(1)	Customer fails to install required Cross Connection Control Device	\$1,000	\$2,500
Schedule "A", s. 49(2)	Contravene Cross Connection Control Device testing and repair requirements	\$1,000	\$2,500