



CHESTERMERE

MUNICIPAL BYLAW

THE TOWN OF CHESTERMERE

BYLAW NO. 029-13

A BYLAW OF THE TOWN OF CHESTERMERE TO REGULATE AND ENSURE THE OPERATION OF STABLE AND EFFECTIVE WATER SUPPLY AND DISTRIBUTION SERVICES, WASTEWATER COLLECTION, TREATMENT AND DISPOSAL, STORM WATER MANAGEMENT, SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING WITHIN THE TOWN

WHEREAS a Council may pass bylaws for municipal purposes respecting services provided by or on behalf of the municipality;

AND WHEREAS a Council may pass bylaws for municipal purposes respecting public utilities;

AND WHEREAS it is deemed to be in the public interest to provide for water supply and distribution services, and wastewater collection, treatment and disposal services, storm water management, and solid waste collection, disposal, and recycling in the Town;

AND WHEREAS a Council may by bylaw prohibit any person other than the municipality from providing the same or similar type of utility service in all or part of the municipality;

AND WHEREAS the Town of Chestermere desires to confer an exclusive franchise upon Chestermere Utilities Incorporated ("CUI") in accordance with the provisions of this Bylaw and the Franchise Agreement;

NOW THEREFORE pursuant to the authority conferred upon it by the laws of the Province of Alberta, the Town of Chestermere Council duly assembled enacts as follows:

SECTION 1 - SHORT TITLE

1.1 This Bylaw may be cited as the "Chestermere Utilities Exclusivity Bylaw".

SECTION 2 - PURPOSE

2.1 The purpose of this bylaw is to prohibit any person other than CUI from providing the Services within the area(s) within the Town as set forth within this Bylaw.

SECTION 3 - DEFINITIONS

3.1 "Act" means the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended or repealed and replaced from time to time.

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- 3.2 “**Bylaw**” means this bylaw, together with any schedules or exhibits attached hereto.
- 3.3 “**Bylaw Enforcement Officer**” means a person appointed by the Town pursuant to section 556 of the Act, and includes a Community Peace Officer employed by the Town.
- 3.4 “**CAO**” means the Chief Administrative Officer of the Town or his or her delegate.
- 3.5 “**Council**” means the council of the Town.
- 3.6 “**CUI**” means Chestermere Utilities Incorporated.
- 3.7 “**Franchise Agreement**” means that agreement executed by the Town and CUI in accordance with the authorities provided by Council and the provisions of Section 45 of the Act, as amended or replaced from time to time.
- 3.8 “**Franchise Area**” means all those lands from time to time contained within the boundaries of the Town, subject to exclusions as contemplated within this Bylaw.
- 3.9 “**Order**” means an Order issued under this Bylaw in accordance with the Act.
- 3.10 “**Person**” includes one or more individuals, partnerships, bodies corporate, unincorporated organizations, governments, government agencies, trustees, executors, administrators or other legal representatives, other than the Town, its agents or duly authorized representatives.
- 3.11 “**Potable Water**” means water suitable and intended for human or animal consumption under the *Potable Water Regulation* (Alberta Regulation 119/93) pursuant to the *Environmental Protection and Enhancement Act*, in each case as amended or replaced from time to time;
- 3.12 “**Private Property**” means land owned by a person, group, corporation or other entity, not a governmental body.”
- 3.13 “**Property**” means any lands, buildings, structures or premises, or any personal property located thereupon, within the Franchise Area.
- 3.14 “**Recyclables**” has the meaning ascribed to it in the *Waste Control Regulation* (Alberta Regulation 192/96) pursuant to the *Environmental Protection and Enhancement Act*, as amended or replaced from time to time, together with any other recyclable material which may be designated material for recycling under Provincial regulation prescribed or prescribed/regulated from time to time under Town bylaws as recyclable through the Town’s, CUI’s, or other recycling program.
- 3.15 “**Solid Waste**” means any solid or liquid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposed of as contemplated under and regulated by the *Waste Control Regulation* (Alberta Regulation 192/96) pursuant to the *Environmental Protection and Enhancement Act*, in each case as amended or replaced from time to time, and for certainty, but without restriction, shall include:
- a) residential solid waste (excluding apartment buildings, condominiums and townhouses); and
 - b) receipt, management, and disposal of Recyclables through the operation of recycling depots (excluding curb-side Recyclable services).

3.16 “**Solid Waste Service**” means the collection and disposal of Solid Waste within the Franchise Area including, without restriction, the recycling of Recyclables and the redirection of such materials to recycling programs and alternatives, in accordance with the *Waste Control Regulation* (Alberta Regulation 192/96) pursuant to the *Environmental Protection and Enhancement Act* and all codes of practice issued thereunder in respect of such services, in each case as amended or replaced from time to time, provided throughout the Franchise Area excluding the following areas:

- a) shall exclude the operation of bottle depots and other privately owned and operated recycling depots permitted within the Franchise Area under the Town land use bylaw as of the date of this bylaw;
- b) all such services within the following areas of the Franchise Area:
 - i) Paradise Meadows;
 - ii) Lakeview Estates;
 - iii) East Acreages (NE11 and NW12-24-28W4); and
 - iv) the North Acreages (W½ 22-24-28W4);

which until further notice or agreement between the Town and CUI shall be serviced for Solid Waste by other providers and/or means such as private contract or service provider, haul and disposal by residents, or otherwise;

and subject always to the exceptions provided for within the Franchise Agreement.

3.17 “**Storm Water**” means water discharged from a surface as a result of precipitation regulated by the *Wastewater and Storm Drainage Regulation* (Alberta Regulation 119/93) pursuant to the *Environmental Protection and Enhancement Act*, in each case as amended or replaced from time to time, and for certainty, but without restriction, shall include surface drainage and run-off from lands.

3.18 “**Storm Water Service**” means the collection, transmission and disposal of Storm Water within the Franchise Area including, without restriction, the recycling of Storm Water and the redirection of Storm Water to re-use alternatives, in accordance with the *Wastewater and Storm Drainage Regulation* (Alberta Regulation 119/93) pursuant to the *Environmental Protection and Enhancement Act*, and all codes of practice issued thereunder in respect of such services, in each case as amended or replaced from time to time, provided throughout the Franchise Area excluding the following:

- a) collection, management and disposal of on-site Storm Water by Property owners in accordance with permits issued by the Town, Town bylaws regulating or governing Storm Water management, and all other applicable laws and legal requirements, as of the date of this Bylaw;
- b) collection and re-use of Storm Water within privately owned and operated tanks or other system or works, which provide such Storm Water for re-use to the Property within which the tanks or other system or works are located; and

c) all such services within the following areas within the Franchise Area:

- i) Paradise Meadows;
- ii) Lakeview Estates;
- iii) Lake Ere Estates;
- iv) East Acreages (NE11 and NW12-24-28W4); and
- v) the North Acreages (W½ 22-24-28W4);

which until further notice or agreement between the Town and CUI shall be serviced for Stormwater by other providers and/or means such as open ditch, natural drainage course, or otherwise;

and subject always to the exceptions provided for within the Franchise Agreement.

3.19 “Town” means the Town of Chestermere.

3.20 “Unauthorized Service” means:

- a) the provision of Utility Services within the Franchise Area by any Person other than CUI, its agents or duly authorized representatives, or a Person duly authorized by the Town pursuant to Section 45 of the Act or otherwise authorized under the Franchise Agreement; and
- b) the purchase or receipt of any Utility Services within the Franchise Area other than through or from CUI, its agents or duly authorized representatives, or a Person duly authorized by the Town pursuant to Section 45 of the Act or otherwise authorized under the Franchise Agreement;

subject always to the exceptions provided for within the Franchise Agreement.

3.21 “Utility Services” means the Water Services, the Wastewater Services, the Storm Water Services, and the Solid Waste Services, or any of them (excluding all or any such services performed by EPCOR Water Services Inc. under contact with either the Town or CUI);

3.22 “Violation Ticket” means a ticket issued pursuant to Part 2 of the *Provincial Offences Procedure Act*, and any Regulations thereunder.

3.23 “Wastewater” has the meaning ascribed to it in the *Wastewater and Storm Drainage Regulation* (Alberta Regulation 119/93) pursuant to the *Environmental Protection and Enhancement Act*, in each case as amended or replaced from time to time, and for certainty, but without restriction, shall include domestic wastewater produced by residential or commercial land uses permitted within the Franchise Area under the Town Land Use Bylaw.

3.24 “Wastewater Service” means the collection of Wastewater from Property located within the Franchise Area, and the treatment and/or disposal of Wastewater, in accordance with the *Wastewater and Storm Drainage Regulation* (Alberta Regulation 119/93) pursuant to the *Environmental Protection and Enhancement Act*, and all codes of practice issued thereunder in

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respect of such services, in each case as amended or replaced from time to time, provided throughout the Franchise Area, excluding:

- a) all privately owned and operated septic field, tanks, or other system or works, which provide Wastewater Service or portions thereof to the Property within which the said septic field, tanks, or other system or works are located, in accordance with permits issued by the Town, Town bylaws regulating or governing Wastewater management, and all other applicable laws and legal requirements, as of the date of this Bylaw; and
- b) all such services within the following areas within the Franchise Area:
 - i) Paradise Meadows;
 - ii) Lakeview Estates;
 - iii) Lake Ere Estates;
 - iv) East Acreages (NE11 and NW12-24-28W4); and
 - v) North Acreages (W½ 22-24-28W4)

which until further notice or agreement between the Town and CUI shall be serviced for Wastewater by other providers and/or means such as truck service, septic field, or otherwise;

and subject always to the exceptions provided for within the Franchise Agreement.

3.25 “**Water Service**” means the provision of Potable Water for use or consumption within or upon Property located within the Franchise Area in accordance with the *Potable Water Regulation* (Alberta Regulation 119/93) pursuant to the *Environmental Protection and Enhancement Act*, and all codes of practice issued thereunder in respect of such services, in each case as amended or replaced from time to time, provided throughout the Franchise Area excluding:

- a) all privately owned and operated wells, intakes, and related works providing Potable Water to the Property within which the said wells, intakes, and related works are located, in accordance with permits issued by the Town, Town bylaws regulating or governing Potable Water management, and all other applicable laws and legal requirements, as of the date of this Bylaw; and
- b) all such services within the following areas:
 - i) Paradise Meadows;
 - ii) Lakeview Estates;
 - iii) East Acreages (NE11 and NW12-24-28W4); and
 - iv) North Acreages (W½ 22-24-28W4);

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which until further notice or agreement between the Town and CUI shall be serviced for Potable Water by other providers and/or means such as truck service, private well, or otherwise;

and subject always to the exceptions provided for within the Franchise Agreement.

SECTION 4 – PROHIBITION

4.1 No Person shall:

- a) provide Utility Services within the Franchise Area, other than CUI, its agents or duly authorized representatives, or a Person duly authorized by the Town pursuant to Section 45 of the Act or otherwise; and
- b) purchase or receive Utility Services within the Franchise Area other than through or from CUI, its agents or duly authorized representatives, or a Person duly authorized by the Town pursuant to Section 45 of the Act or otherwise.

SECTION 5 - ENFORCEMENT

- 5.1** A Bylaw Enforcement Officer may, for the purpose of ensuring that the provisions of this Bylaw are being complied with, enter in or upon any Private Property, in accordance with Section 542, of the Act, to carry out an inspection, enforcement or other action required or authorized by this Bylaw, the Act, or other statute.
- 5.2** When exercising his or her authority to enter onto Private Property for inspection or enforcement under Section 5.1, a Bylaw Enforcement Officer shall provide the Owner or Occupant of the Property with reasonable notice as required by the Act.
- 5.3** Any Person who contravenes this Bylaw may be issued an Order by a Bylaw Enforcement Officer to remedy the contravention in any manner deemed necessary in the circumstances pursuant to Section 545 of the Act.
- 5.4** The Order issued by the Bylaw Enforcement Officer under Section 5.3 shall:
 - a) identify the person or persons to whom it is issued;
 - b) identify the Unauthorized Service;
 - c) direct the Person to take any action or measures necessary to remedy the Unauthorized Service including, but not limited to, the cessation of the provision of Water Service, in the case of a service provider, and cessation of receipt of Water Service or Wastewater Service , in the case of a service recipient;
 - d) state the time within which the Person must comply with the Order;
 - e) state that if the Person does not comply with the Order in the specified time the Town may take action or measures at the expense of the Person; and

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- f) shall notify the Owner of the right to apply by written notice for a review of the Order by the Council.
- 5.5** An Order under this Bylaw may be served on a Person, and is deemed to have been served on the Person, when the Order has been:
- a) personally delivered to the Person;
 - b) left for the Person at his residence with a person on the premises who appears to be at least eighteen (18) years of age;
 - c) sent via regular mail addressed to the last known postal address of the Person, or to the postal address of Property referred to on the Order, in which event notice shall be deemed received 7 days following mailing thereof; or
 - d) posted in a conspicuous place on the Property referred to on the Order.
- 5.6** No Person shall fail to comply with an Order under this section.
- 5.7** A Person who receives a written Order under this part may request a review of the Order by written notice within fourteen (14) days of the day on which the Order is received. Upon reviewing the Order, the Council may confirm, vary, substitute or cancel the Order.
- 5.8** A Person affected by the decision of Council under Section 5.7 may appeal to the Court of Queen's Bench on the grounds permitted under Section 548(1) of the Act, within the time period set out in Section 548 of the Act.
- 5.9** The application for appeal must state the reasons for the appeal.
- 5.10** The expenses and costs of any action or measures taken by the Town under this Bylaw are an amount owing to the Town by the Person in contravention of the Bylaw.
- 5.11** The expenses and costs incurred by the Town in the enforcement of this Bylaw may be collected as a civil debt or, if applicable, by adding the costs and expenses to the tax roll for property owned by the person to whom the Order is issued, where the contravention has occurred on all or a part of that property.
- 5.12** Upon an Order being issued under this Bylaw and expiry of the time for the Person to request the Council review the Order, the Town may take whatever action or measures are necessary to remedy an Unauthorized Service, and the expenses or costs shall become an amount owing to the Town by the Person.

SECTION 6 – OFFENCES AND PENALTIES

- 6.1** Any Person who contravenes any provision of this Bylaw is guilty of an offence and is liable on conviction to pay a penalty as set out on Schedule "A" herein.
- 6.2** Where a Bylaw Enforcement Officer has reasonable grounds to believe that an offence has been committed under this Bylaw, the Bylaw Enforcement Officer may issue a Violation Ticket

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pursuant to Part 2 of the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34, as amended or repealed and replaced from time to time, to the Person or Persons that the Officer reasonably believes is responsible for that offence.

SECTION 7 – GENERAL

- 7.1 Should any provision of this Bylaw be invalid, then such invalid provision shall be severed and the remaining Bylaw shall be maintained and deemed valid.
- 7.2 Evidence that a Person is an owner of Property or Private Property providing or receiving an Unauthorized Service is prima facie proof that the owner of the lands is responsible for the Unauthorized Service.
- 7.3 The Town is not liable for damages or costs to remedy an Unauthorized Service.
- 7.4 The Town is not liable for not taking an action on or in respect of an Unauthorized Service, and in no event that any such inaction be deemed or interpreted as an authorization of any Unauthorized Service.
- 7.5 This Bylaw shall come into full force and effect on the day that it is finally passed by Council by giving it third and final reading and it is signed in accordance with the Act.

First Reading passed in Open Council, assembled in the Town of Chestermere, in the Province of Alberta this 3rd day of September, 2013.

Second Reading passed in Open Council, assembled in the Town of Chestermere, in the Province of Alberta this 16th day of September, 2013.

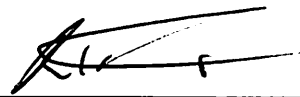
That permission for Third and Final Reading passed in Open Council, assembled in the Town of Chestermere, in the Province of Alberta this 16th day of September, 2013.

Third Reading passed in Open Council, assembled in the Town of Chestermere, in the Province of Alberta this 16th day of September, 2013.

Resolution No's: 330-13, 357-13, 358-13



MAYOR



CHIEF ADMINISTRATIVE OFFICER

SCHEDULE "A" – FINES

First Offence: A minimum of \$500.00, to a maximum of \$10,000.00

Second Offence: A minimum of \$2,000.00, to a maximum of \$10,000.00