UTILITY BYLAW 2026 – 05

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TOWN OF WAINWRIGHT

BYLAW 2026 – 05

A Bylaw of the Town of Wainwright in the Province of Alberta to regulate and provide for the supply of natural gas, water, wastewater and storm water utility, and garbage.

WHEREAS the Town of Wainwright has constructed and now maintains utility systems to provide for natural gas, water, wastewater and storm water, and garbage; and

WHEREAS under the authority of the *Municipal Government Act* the Council of the Town of Wainwright has the authority to enact Bylaws for the purposes of operating a public utility and the authority to prohibit any person other than the municipality from providing utility services which are the same, or similar, to utility services provided by the municipality; and

WHEREAS it is deemed proper to levy rates and charges on all persons to whom such utility services are provided and to set forth the terms and conditions under which utility services will be provided;

NOW THEREFORE the Council of the Town of Wainwright duly assembled enacts as follows:

PART ONE – ESTABLISHMENT OF BYLAW

1. INTERPRETATION

1.1. TITLE

This Bylaw shall be known as the "Utility Bylaw".

1.2. DEFINITIONS

Words and phrases in this Bylaw shall have the meanings set out in Schedule "A".

2. DELEGATION OF AUTHORITY

2.1. The utility services shall be under the general supervision and control of the CAO.

2.2. The CAO may delegate any powers, duties or functions granted under this Bylaw to another employee of the Town or Contractor.

2.3. Designated Employees or Contractors shall exercise the powers and perform the duties with respect to services conferred and placed upon them by this Bylaw and any other Bylaw of the Town applicable thereto and any order or direction of the Council and CAO with respect thereto.

2.4. The Town may enter upon any property for the purpose of inspection, observation, measurement, sampling or testing so as to determine if this Bylaw is being complied with. If such an inspection discloses any failure, omission or neglect respecting any water, wastewater, natural gas services or garbage

collection upon the property or discloses any defect in the location, construction, design, or maintenance of any facility or connection the Town can request the consumer, owner, proprietor or occupier to remedy the cause for complaint.

2.5. The Town may enter upon any property, which is subject to an easement in favour of the Town for the purpose of, but not limited to, the inspection, observation, measurement, repair or maintenance of any portion of the works lying within such easement.

3. EXCLUSIVE SUPPLY

3.1. As provided under section 33 of the *Municipal Government Act*, the Town shall be the sole and exclusive provider of water, wastewater collection and disposal services, and natural gas within the corporate limits of the Town of Wainwright. No person other than the Town shall supply water, wastewater collection and disposal services, or natural gas in any part of the Town of Wainwright other than with the prior written consent of the Town, which consent may be withheld by the Town in its sole discretion.

4. SUPPLY AND OWNERSHIP OF FACILITIES AND EQUIPMENT

4.1. All meters and metering equipment shall be supplied, owned, and maintained by the Town unless otherwise provided in this Bylaw.

4.2. Notwithstanding the payment by a customer of any costs incurred by the Town, the Town shall retain full title to all lines, equipment and apparatus on its side of the point of delivery and to all meters and metering equipment provided by it.

5. ASSIGNMENT OF CONTRACT

5.1. The contract for water, wastewater, and natural gas service is not transferable by the customer and shall remain in full force and effect until the customer notifies the Town of their desire to terminate the contract or until the said contract shall have been terminated by the Town.

5.2. The Town may contract with any person or persons and provide an exclusive or nonexclusive franchise for the collection, removal and disposal of Garbage upon such terms and conditions as are considered expedient by the Town.

6. TOWN RESPONSIBILITY AND LIABILITY

6.1. The Town does not guarantee the continuous uninterrupted supply of any utility and reserves the right at any time without notice to shut off such supply where required in the maintenance or operation of the utility and the Town, its officers, employees or agents shall not be liable for any damages of any kind due to, or arising out of, the failure to supply a utility.

7. DUTY OF CONTRACTED REFUSE COLLECTORS

7.1. A collector shall not leave refuse, which has spilled on the ground from the cart or the collection vehicle while in the process of collecting the refuse.

7.2. A collector employed in the collection of refuse shall not scavenge, pick, sort over, or remove any refuse from the collection vehicle or the owner's premise except as directed by the Town.

7.3. A collector shall not misuse or damage any cart and shall after emptying the contents thereof, replace the same where it was found in its location adjacent to the property line or roadway.

8. APPLICATION FOR UTILITY SERVICE

8.1. Any customer who requires utility services shall apply to the Town; complete the "Application for Utilities Form" and supply information respecting load and the manner in which the services will be utilized.

8.2. The utility account shall be set up:

I. in the name of the owner(s) or;

II. in the name of the general contractor in the case of a new building under construction;

III. existing tenants will be grandfathered prior to this Bylaw's date of passing.

8.3. An application shall be supported by such identification and legal authority of the applicant as the Town may require.

8.4. Upon making application, providing all information required by the Town, paying the deposit and any other sums herein required, there shall be a binding agreement between the customer and the Town for the utility service applied for and the provisions of the application and this Bylaw shall constitute the terms and conditions of such agreement.

8.5. The customer shall have the option of:

I. Read Monthly – where meters are read once a month and the billing amount is based on actual consumption; or

II. Budget Billing – a means of evenly spreading utility charges over a twelve-month period. Annual consumption is estimated and divided into twelve equal monthly payments. The account is balanced each year during the April billing, based upon actual meter readings.

III. If a customer's budget billing account has been in arrears for two consecutive months or more; the Town in its sole discretion can change the account to the Read Monthly billing cycle.

9. CONDITIONS OF SERVICE

9.1. The Town shall not be obligated to provide utility services until access has been provided to the premise to enable the Town to obtain an initial meter reading for each utility service, which is metered.

9.2. Where the applicant is indebted to the Town for any utility services previously provided by the Town, the applicant may not be allowed to complete their application or be entitled to receive any utility services until satisfactory arrangements have been made for payment of such outstanding account and any deposit required.

10. DEPOSITS – GENERAL AND INTEREST

10.1. Customers are required to provide a guarantee of payment in the form of a cash deposit in the following cases:

I. where payment of a utility account in the name of the applicant is in arrears; or

II. where service to a property owned or occupied by the applicant has been shut off for non-payment of the account; or

III. where a cheque received for payment of an account in the name of the applicant has been returned marked "Not Sufficient Funds" or "Payment Stopped", or with other words indicating that the cheque has not been honoured; or

IV. where the applicant's utility account has been written off as a bad debt and the applicant has applied for a new utility account; or

V. where collection proceedings, including legal action or referral to a collection agency, are commenced for recovery of the applicant's previous utility account and the applicant has applied for a new utility account; or

VI. where the applicant's existing or previous utility account(s) has not been maintained in good standing.

10.2. Before obtaining a utility account, applicants in the above categories shall pay all arrears or previous balances owing.

10.3. The interest rate paid for utility deposit refunds shall be the monthly average of the Bank of Canada prime rate minus four (4) percent per annum.

10.4. The customer's deposit will be applied to account at time of termination.

11. METERS

11.1. All natural gas and water supplied by the Town to a customer shall be measured by a meter unless otherwise provided for in this Bylaw.

11.2. No person other than an authorized Town employee shall install, remove, disconnect, reconnect, or tamper, with a meter.

12. NON-REGISTERING METER

12.1. If, upon the reading of a meter, it is determined that the meter has failed to record the consumption of the utility supplied, then the consumption will be estimated and the account rendered based upon such method as the Town considers to be fair and equitable.

12.2. Where it has been determined by the Town that the meter is not recording the consumption of a utility, the Town, with reasonable notice to the customer, must be allowed to enter the premises to replace the meter.

12.3. If there is a discrepancy between an inside meter reading and the remote reader for the same property, the inside meter will be deemed to be accurate, subject to the further provisions of this Bylaw.

13. TESTING OR CALIBRATION OF DISPUTED METERS

13.1. A customer who disputes a meter reading shall give written notice to the Town. Following receipt of written notice and the required deposit as specified in Schedule "B":

I. the natural gas meter situated on the customer's premises shall be tested or calibrated by an independent agency designated by the Department of Consumer and Corporate Affairs or such other Department as may from time to time be charged with such responsibility; or

II. the water meter situated on the customer's premises shall be tested or calibrated by a qualified person designated by the Town;

III. if it is found by such testing that the meter is recording within industry prescribed tolerances, the customer shall forfeit his deposit to the Town to cover the cost of removal and replacement of the meter and the cost of testing; or

IV. in the event that a meter is found not to be accurate within the industry prescribed tolerances, the meter will be replaced at the cost to the Town, the deposit will be refunded, and the customer billing will be adjusted by the appropriate amount for the time that the meter was registering incorrectly. Unless an examination of past meter readings or other information discloses the time at which such an

error commenced, then such error shall be deemed to have commenced three months prior to such testing of the meter or from the date upon which the meter was installed, whichever is less. The amount so determined shall be deemed accepted by the customer and the Town as settlement in full of all claims on accuracy of such meter.

14. METER READS

14.1. The Town shall endeavour to read all meters, at such intervals as are reasonable and practical under the circumstances. If the Town cannot gain access safely to read the meter as aforesaid, the consumption of the utility shall be estimated upon such basis as the Town considers being fair and equitable and the account rendered in accordance with such estimate. If such reading cannot be obtained, the Town may discontinue any or all utility services supplied to the premises until such time as the Town is able to obtain an actual meter reading.

14.2. The customer shall ensure access to the meter(s) is easy, safe, well lit, and free from hazards to the person reading the meter.

15. SERVICE CALLS

15.1. Notwithstanding anything herein provided, if a meter is required to be installed or connected, or should a utility service be required to be disconnected or reconnected, after regular working hours Monday through Friday, or on a Saturday or Sunday, or on a statutory or civic holiday, a fee as specified in Schedule "B" shall be paid by the customer.

16. PAYMENT OF UTILITY ACCOUNTS

16.1. All rates and charges payable hereunder shall be paid to the Town within the time prescribed by this Bylaw.

16.2. The entire utility account is due and payable when rendered and if not paid on or before the due date stated on the utility bill is deemed to be in arrears. Failure to receive a utility bill does not relieve the customer of liability to pay the same.

16.3. A customer who has not paid the utility account rendered on or before the date stated in the utility account, may have the supply of all or any utility services discontinued without notice, and such service will not be reinstated until arrears and charges owed to the Town are paid.

16.4. When the customer pays the utility account as rendered after the due date stated in the account, such customer shall pay a penalty of two (2) percent on the overdue account. Payments must be received by the Town on or before the due date in order for the customer to avoid the penalty. Payments made at a financial institution must be received by the Town on

or before the due date in order for the customer to avoid the penalty.

16.5. A customer is obliged to pay for utilities when the bill is rendered and it is a breach of the agreement to supply utilities for the customer to pay late. The late payment penalty is not to be construed as permission for the customer to pay late but is rather a penalty for breaching the terms of the utility service agreement.

17. NOVELTY PAYMENT METHODS

17.1. The Town may refuse to accept payment on a customer's account when payment by cheques is drawn on a form other than a bank cheque form. In the event that the Town accepts a payment by a cheque drawn on any other form, the customer shall be liable and pay the Town all charges and costs incurred to process the cheque. The Town will follow the Bank of Canada rules and regulations of currency acceptance limitations.

18. ENFORCEMENT

18.1. The Town is authorized to collect all amounts owing to the Town under this Bylaw by taking any of the measures a municipality is authorized to take under the *Municipal Government Act*.

19. TERMINATION BY CUSTOMER

19.1. Upon notification by the customer to terminate their contract with the Town, the Town shall when deemed necessary, obtain a final reading of any meter as soon as reasonably practical. The customer shall be liable for, and pay for all service supplied prior to such reading. The Town may base the final charge for service on an estimated meter reading, which will be prorated from the time of an actual meter reading.

20. TERMINATION BY THE TOWN

20.1. The Town may discontinue the supply of all utility services for any of the following reasons:

I. non-payment of any utility accounts; or

II. inability of the Town to obtain access to a residential premises to read any meter for a period of six months, or to a non-residential premises to read any meter for a period of three months; or

III. failure or refusal of a customer to comply with any provision of this Bylaw; or

IV. failure or refusal of a customer to comply with any provisions of any Provincial Acts, the Building Code, or any regulations thereunder; or

V. at the owner's request to have services discontinued; or by signing a waiver accepting

liability for damages caused by turning off utilities; or

VI. in any other case provided for in this Bylaw; and in such event the Town, its officers, employees, or agents, shall not be liable for any damages of any kind from such discontinuance of service.

20.2. The Town is hereby authorized and directed to enter upon and in any property upon which a meter or shut-off valve is situated for the purpose of terminating the supply of a utility to that property, or for the purpose of supplying a utility to that property.

PART TWO – WATER UTILITY

21. RATES PAYABLE

21.1. The Town hereby levies and the customer shall pay for all water supplied or services rendered hereunder the amounts and charges provided for in this Bylaw and in Schedule "C" attached to and forming part of this Bylaw.

21.2. The Town shall determine which rate contained in Schedule "C" shall apply to any particular customer.

21.3. The rate payable by a customer as set out in Schedule "C" of this Bylaw for all water supplied shall be determined by reference to the reading of the meter supplied to a customer.

21.4. Where a remote reading device is installed in addition to the main water meter, the meter shall be the official reading.

22. CONNECTION TO PUBLIC WATER SUPPLY

22.1. Within sixty (60) days after a public water supply becomes available, the owner of every property situated on land abutting on any street in which there is a water main shall at the owner's expense connect such building to the water system in accordance with the requirements and standards set out in the Building Code and elsewhere in this Bylaw.

22.2. At such time as the owner connects to the water main, the owner shall also open a utility account and make payment of all fees and deposits that may be required under this Bylaw.

22.3. Notwithstanding the foregoing, the Town shall have the discretion to extend the period of time in which the connection to the public water supply must be made from sixty (60) days to a maximum of one hundred and eighty (180) days after a public water supply becomes available.

22.4. A person who has been directed to connect their property to the water system shall have the right to appeal the direction to the CAO within thirty (30) days of the date that the direction to connect has been

served, and on hearing such appeal, the CAO may suspend or rescind such direction on such terms as it deems appropriate.

23. PROHIBITION AGAINST OTHER UTILITIES

23.1. No person shall construct, operate, maintain or use a well or water source other than the Water Utility within the corporate limits of the Town of Wainwright, other than with the prior written consent of the Town, which consent may be withheld by the Town in its sole discretion.

24. ADMINISTRATION OF WATER SUPPLY

24.1. The Town may shut off water for any customer for any reason, which, in the opinion of the Town, necessitates such shutting off providing that where practicable that sufficient notice is given of the turn off.

24.2. The Town does not guarantee the pressure nor the continuous supply of water and reserves the right at any and all times without notice to change operating water pressures and to shut off water and the Town, its officers, employees, or agents, shall not be liable for any damages of any kind due to changes in water pressure, the shutting off of water, or by reason of water containing sediments, deposits or other foreign matter.

24.3. Customers depending upon a continuous and uninterrupted supply or pressure of water or having processes or equipment that require particularly clear or pure water shall provide such facilities as they consider necessary to ensure a continuous and uninterrupted, pressure and quality of water required for their use.

24.4. The Town as a condition to the supply of water may inspect the premise of a customer who applies to the Town for such a supply in order to determine if it is advisable to supply water to such customer.

24.5. The Town may, with the permission of the customer, inspect the premises of the customer in order to do any tests on the piping or fixtures belonging to the customer so as to determine if this Bylaw is being complied with, and in the event that such customer fails or refuses to give such permission, the supply of water to that customer may be shut off.

25. RESTRICTION OF WATER SUPPLY

25.1. No customer shall operate, use, interfere with, obstruct or impede access to water facilities owned by the Town, or any portion thereof in a manner not expressly permitted by this Bylaw, in default which, the Town may cause the water being supplied to such customer to be shut off until such customer complies with all of the provisions of this Bylaw.

25.2. No customer shall extract or remove any water from a fire hydrant within the Town without first obtaining a letter in writing signed by the Town authorizing such removal.

25.3. No person shall allow anything to be constructed, placed, erected or planted adjacent to a fire hydrant, which may in any way interfere with the access to, use, maintenance or visibility of the hydrant.

26. INVESTIGATION INTO WATER SUPPLY SERVICE FAILURE

26.1. Any customer complaining of a failure or interruption of water supply, the investigation of which complaint necessitates the opening up and excavation of a street shall, prior to such opening up and excavating, deposit with the Town the costs thereof as estimated by the Town, or sign an agreement, agreeing to pay such costs, as directed by the Town.

26.2. In the event that the failure or interruption of water supply was caused by the Town service, the customer shall not be liable for such costs and any deposit paid shall be refunded.

26.3. In the event that the failure or interruption was caused by the private service, the actual cost of the work shall be paid by the customer and the deposit shall be applied thereto with any excess refunded to the customer and any deficiency collected in the same manner as water rates.

27. NOISE AND PRESSURE SURGES

27.1. No customer shall cause, permit, or allow any apparatus, fitting or fixture to be or remain connected to the customer's water supply or to be operated in a manner which may cause noise, pressure surges, or other disturbances which may in the opinion of the Town result in annoyance or damage to other customers or to the water utility.

28. CONTAMINATION

28.1. No person shall cause, permit, allow to be, or remain connected to the customer's water supply system any piping, fixture, fitting, container or other appliance which may cause water from a source other than the water utility or any other harmful or deleterious liquid or substance to enter the water utility. The Town may cause the water supply to any customer contravening the provisions of this section to be shut off provided that the Town shall, if they consider practicable to do so, give notice to the customer prior to shutting off the water supply. The water supply shall not be restored until the customer has paid to the Town all costs associated with shutting off of the water supply, the cleanup of contamination and the remedying of the customer's default under this section.

29. WATER METERS

29.1. The size of the meters shall be determined as follows:

I. if the internal diameter of the private service is three-quarters of an inch (3/4" or 20 millimetres) or less, a five-eighths inch (5/8" or 16 millimetres) meter shall be used; or

II. if the internal diameter of the private service exceeds three-quarters of an inch (3/4" or 20 millimetres), the size of the meter shall be one size smaller than the size of the private service; or

III. if the private service is a combined service, the internal diameter of the private service branch, to be used for purposes other than fire protection, shall determine the meter size as set out in subsections (I) and (II) of this section;

IV. water meters supplied by the Town shall be two inches (2" or 50 millimetres) in size or smaller and shall be installed by the Town with no direct charge to the customer. Meters larger than two inches (2" or 50 millimetres) shall be supplied and installed by the Town at the expense of the customer and shall thereafter be maintained by the Town at their expense.

29.2. A customer may, at their expense for their own benefit, install a water meter between the meter supplied by the Town and the point of use of the water supply, provided that the Town shall not read and maintain the meter.

29.3. A customer shall make provision for the installation of a water meter to the satisfaction of the Town and when required shall install a properly valved bypass;

The customer shall ensure that the meter as installed:

I. shall be in a horizontal position;

II. is no more than twenty-four inches (600mm) from the point that the water service enters through the floor slab or wall;

III. is located so that the distance from the floor to the bottom of the meter is not less than twelve inches (300mm) or not more than three feet (900mm);

IV. is located so that the distance from the centre line of the piping adjacent to the meter setting to any entrance wall or outside wall is not less than twelve inches (300mm);

V. is located so that the minimum clearance of three feet (900mm), horizontally and vertically, can be maintained from any other fixture or moveable object and in a location that provides

for convenient and unobstructed access at all times;

VI. upon the installation of the water meter, the Town will install the gas meter and turn on the service.

29.4. Unless the Town otherwise approves, the Town shall not be obligated to supply more than one meter for any one building. In the event additional water meters are approved a separate curb stop will be required for each additional water meter.

I. duplex services shall use a "Y" compression fitting to split the service line to facilitate even flow to both units (with 2 separate curb stops)

29.5. Notwithstanding Section 29.4, the Town shall supply a separate water meter for each of the two semi-detached dwelling units contained within a duplex residential building. A separate curb stop will be required for each water meter.

29.6. Any customer whose water meter is not positioned to the satisfaction of the Town shall make provision for the meter to be moved and the customer shall pay all costs.

29.7. Each customer shall provide adequate protection for the water meter supplied by the Town against freezing, heat or any other internal or external damage, failing which the customer shall pay to the Town all costs associated with the repair of such meter which amount shall be recoverable in the same manner as all other costs and charges provided for under this Bylaw.

29.8. When in the opinion of the Town, a building or other premises intended to be supplied with water is too far away from the Town service to conveniently install a meter in such building or premises, or if a number of buildings are to be supplied, or for any other reason in the opinion of the Town, then the customer shall, at the customer's sole expense, construct and maintain a container for a meter and such container shall in all respects including location, construction size, access and otherwise howsoever be to the satisfaction of the Town.

30. RESPONSIBILITY OF WATER CONSUMED

30.1. The consumer shall be responsible for all water consumed on a premises, whether the water consumption was registered by the water meter or consumed by accidental or illegal means.

31. BYPASSES AND VALVING

31.1. Any customer having a water meter two inches (2" or 50 millimetres) in size or larger shall at the customer's own expense construct and maintain a properly valved bypass satisfactory to the Town, which shall

be sealed by the Town and shall be opened by the customer only in case of emergency. The customer shall notify the Town within twenty-four (24) hours after the seal on the bypass has been broke, failing which the Town may cause the water supply to such customer to be shut off until satisfactory arrangements have been made for the calculation of and payment for water supplied and not recorded on the meter.

31.2. Any customer having a meter smaller than two inches (2" or 50 millimetres) in size shall, at the customer's sole expense, supply and maintain valves on both sides of and within twelve inches (12" or 300 millimetres) of the meter.

32. SERVICES AND SERVICING

32.1. All persons doing any work or service upon a private service or the plumbing system attached thereto shall comply with the provisions of the applicable Building Code, regulations and the Bylaws of the Town.

32.2. Unless the Town otherwise approves;

I. there shall not be more than one private service to any building; and

II. a private service shall be buried to a depth of at least nine feet (9' or 2.7 metres).

32.3. The Town shall not thaw a private service or plumbing system unless the customer first signs an acknowledgement recognizing that thawing may be inherently dangerous to property including the private service or plumbing system and may cause damage to electrical systems or the outbreak of fire and waiving any claim against the Town for any such damage caused by negligence of the Town. The customer may be required to pay the amount as specified in Schedule "C".

32.4. The cost payable by a customer for installing a service between November 1st and May 1st of the following year shall include the extra cost of thawing as determined by the Town unless frost conditions designate otherwise.

32.5. The size of a service required for residential purposes shall be determined in accordance with the Building Code, provided that the Town shall not install a service having a size smaller than three-quarters of an inch (3/4" or 20 millimetres).

33. REQUESTED WATER SHUT OFF

33.1. If a customer requires the supply of water to be shut off for their own purposes, the customer may be required to pay the amount as specified in Schedule "C".

34. CROSS CONNECTIONS AND BACKFLOW PREVENTION

34.1. No customer or other person shall connect, cause to be connected, or allow to remain connected to the water supply 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 water supply system.

34.2. If a condition is found to exist which is contrary to Section 34.1 the Town may issue such order or orders to the customer as may be required to obtain compliance.

34.3. Notwithstanding anything herein contained, where in the opinion of the Town, the configuration of any water connection which creates a high risk of contamination to the water system, the customer, upon being given notice by the Town, shall install on their water service an approved cross connection control device, in addition to any cross connection control devices already installed in the customer's water system at the source of potential contamination.

34.4. All cross connection control devices 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 qualified to carry out such tests to demonstrate that the device is in good working condition.

The customer shall submit a report on a form approved by the Town on any and all tests performed on a cross connection control device within thirty (30) days of a test and a record card issued by the Town shall be displayed on or near the device. The tester shall record thereon the name and address of the owner of the device; the location, type, manufacture, 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.

34.5. When the results of a test referred to in section 34.4 of this Bylaw show that a cross connection device is not in good working condition, the customer when so directed by the Town, make repairs or replace the device within ninety-six (96) hours. If a customer fails to comply with the direction given, the Town may shut off the water service(s).

34.6. If a customer fails to have a cross connection control device tested, the Town may notify the customer that the device must be tested within ninety-six (96) hours of the customer receiving the notice.

If a customer fails to have the device tested within the time specified, the Town may cause the water service(s) to be shut off until the cross connection

control device has been tested and approved as per Section 34.4.

34.7. No person other than those who have achieved journeyman or "Certificate of Competency" in cross connection control program of Alberta may conduct the tests of cross connection control devices, except with special permission from the authority having jurisdiction over the trade.

34.8. If a customer to whom the Town has issued an order fails to comply with that order, the Town may direct that the water service(s) be shut off without prior notice.

35. SERVICE BOXES

35.1. Service boxes to buildings under construction shall be protected from damage by the owner from the time the building permit is issued to the time of occupancy.

35.2. At all times during construction, the owner shall keep the service box exposed at final grade level and clearly marked with a blue wooden stake.

35.3. If the service box is damaged prior to the owner occupying the site the Town shall be notified by the owner prior to application for a building permit being made.

35.4. If the installation of water or sewer service or the repair of a water or sewer service necessitates excavation at the service box, the Town may require replacement of the service box by the person doing the installation or repairs. The Town will provide a replacement service box at no charge if the damage to the service box is not the fault of the owner of the property or the person performing the work.

PART THREE – WASTEWATER AND STORM WATER UTILITY

36. RATES PAYABLE

36.1. The Town hereby levies a sewage charge on all persons occupying property connected with the Town sewage works, the amounts and charges provided for in this Bylaw and in Schedule "D" attached to and forming part of this Bylaw.

36.2. The Town hereby levies a storm water charge on all persons occupying property connected to a Town utility service located within the Town boundary.

36.3. The Town shall determine which rate contained in Schedule "D" shall apply to any particular customer.

37. USE OF SANITARY SEWERS REQUIRED

37.1. No person shall place, deposit, or permit to be deposited in any manner upon public or private property within the Town or in any area under the

jurisdiction of the Town, any human or animal excrement, or other waste, or dangerous goods.

37.2. No person shall discharge from any natural outlet within the Town or to any area under the jurisdiction of the Town, any wastewater, industrial waste, dangerous goods, or polluted waters, except where suitable pre-treatment is within the provisions of this Bylaw.

38. CONNECTION TO PUBLIC SEWER SYSTEM

38.1. Within sixty (60) days after sewer service becomes available, the owner of every property situated on land abutting on any street in which there is a sewer main shall at their own expense install toilet facilities and connect the property to the sewer system in accordance with the requirements and standards set out in the Building Code and elsewhere in this Bylaw.

38.2. At such time as the owner connects to the sewer main, the owner shall open a utility account and make payment of all fees and deposits that may be required under this Bylaw.

38.3. Notwithstanding the foregoing, the Town shall have the discretion to extend the period of time in which the connection from the public sewer system must be made from sixty (60) days to a maximum of one hundred and eighty (180) days after a public sewer system becomes available.

38.4. A person that has been directed to connect their property to the sewer system shall have the right to appeal the direction to the CAO within thirty (30) days of the date that the direction to connect has been served and on hearing such appeal, the CAO may suspend or rescind such direction on such terms as it deems appropriate.

39. PROHIBITION AGAINST OTHER UTILITIES

39.1. No person other than the Town shall provide wastewater collection and disposal services within the corporate limits of the Town of Wainwright other than with the prior written consent of the Town, which consent may be withheld by the Town in its sole discretion. For further clarity, the prohibition against the supply of wastewater collection and disposal services shall include the transportation of wastewater by vehicle for disposal whether or not provided by a third party for commercial benefit or gain.

40. CLEANOUTS

40.1. A building sewer that is connected to a sanitary sewer shall be equipped with a main cleanout with a minimum diameter of four inches (4" or 100mm) located not more than one hundred feet (100' or 30m) from the sanitary sewer main. The main cleanout shall be located as close as practical to the point where the

sewer leaves the building and in such a manner that the opening is readily accessible and has sufficient clearance (7' or 2m) for effective rodding and cleaning. The building sewer from cleanout to the property line is to be as straight as possible. A maximum of one forty-five degree (45°) bend is permitted for the cleanout and a maximum of one forty-five degree (45°) bend may be used between the cleanout and the property line. Total bends shall not exceed ninety degrees (90 °).

41. BACKFLOW VALVES

41.1. Where premises are subject to backflow, all plumbing fixtures and floor drains set below the level of the ground surface of the adjoining street or property shall be protected from backflow by an approved valve.

42. TREES AND ROOTS

42.1. No deep rooting trees (without limiting the generality of the foregoing, including willow, poplar and elm) shall be planted over sewer lines on private property. If it is determined that roots are entering the sewage works from trees upon private property, the Town at the owner's expense may remove the trees.

43. PRIVATE WASTEWATER DISPOSAL

43.1. Where a sanitary sewer is not available for connection as required under the provisions of Section 38.1, the property sewer shall be connected to a private wastewater disposal system complying with the provisions of the Bylaw, the Building Code and such additional requirements as may be imposed by the Town.

43.2. The owner shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times at no expense to the Town.

43.3. After the owner has connected to the sewer system as required by Section 38.1, the owner shall within sixty (60) days of the date of connection to the sewer system, empty any septic tanks, cesspools, and similar private wastewater disposal facilities and shall remove them or fill them with dirt or other suitable material.

44. BUILDING SEWERS AND CONNECTIONS

44.1. Any person desiring to connect their premises with a sanitary sewer shall sign and file with the Town a written application for permission to make such connection. The permit application shall be supplemented by any plans, specifications, or other information deemed necessary in the opinion of the Town.

44.2. No person shall uncover, make any connections with or opening into, use, alter or disturb any sanitary

sewer or appurtenances thereof, unless authorized by the Town.

44.3. All property sewers when approved shall be constructed by municipal forces or municipal contractors from the sanitary sewer to the property line.

44.4. All sewers on private property shall be constructed by the owner's forces and expense to the requirements of this Bylaw and the Building Code.

44.5. The Town shall maintain the property's sewer line from the sanitary sewer to the property line at the expense of the Town. From the property line to the building connection, the sewer line shall be maintained by the property owner at their own expense.

44.6. When a sewer connection is abandoned, the owner of the property shall effectively block off the connection at a suitable location within their property so as to prevent wastewater backing up into the soil, or soil from being washed into the sewer.

44.7. No weeping tile or other ground water drainage system shall be connected to any building sewer or sanitary sewer.

45. USE OF PUBLIC SEWERS

45.1. No person shall discharge, or cause to be discharged, storm water, surface water, groundwater, roof run-off, subsurface drainage or cooling water from any industrial process to any sanitary sewer; provided that the Town may, on application, authorize such discharge where in the Town's opinion exceptional conditions prevent compliance with the foregoing provisions.

45.2. No person shall deposit or permit the deposit of a deleterious substance, as defined by the Town, of any type in the storm sewers of the Town.

45.3. No person shall discharge, cause or permit to be discharged into any sanitary sewer:

I. dangerous goods;

II. ashes, cinders, sand, potters clay, cement, mud, straw, shavings, metal, glass, rags, feathers, tar, plastic, paint, wood, or other solid or viscous substance capable of causing obstruction, or other interference with, the operation of the sewage works;

III. paunch manure or intestinal contents from horses, cattle, sheep, poultry or swine; animal hooves, toenails, or bone scraps; animal intestines or stomach casings; bones; hog bristles; hides or parts thereof; animal fat or flesh, in particular larger than can pass through

a six (6) millimetre screen; horse, cattle, sheep or swine manure; poultry entails, heads, feet, feathers or eggshells; fleshings and hair resulting from tanning operations; blood.

IV. water or wastes having pH lower than 5.5 or higher than 10.0, or having any corrosive property capable of causing damage or hazard to structures, equipment, biological wastewater treatment processes and personnel of, the sewage works;

V. wastewater containing substances in concentrations exceeding the following:

Antimony	1.0 mg/l
Arsenic	1.0 mg/l
Barium	3.0 mg/l
Boron	1.0 mg/l
Cadmium	.05 mg/l
Chromium	1.0 mg/l
Chlorinated Hydrocarbons	.02 mg/l
Copper	0.5 mg/l
Cyanide	1.0 mg/l
Lead	1.0 mg/l
Manganese	1.0 mg/l
Mercury	0.1 mg/l
Nickel	0.5 mg/l
Total Pesticides	0.1 mg/l
Phenolic Compounds	0.1 mg/l
Selenium	1.0 mg/l
Silver	1.0 mg/l
Sulphide	1.0 mg/l
Zinc	1.0 mg/l

VI. Wastewater which contains more than:

Suspended Solids	1000 mg/l
B.O.D.	1000 mg/l
C.O.D.	2000 mg/l
Oil and Grease	500 mg/l
Hydrocarbons	100 mg/l
Phosphates	100 mg/l

VII. lime slurry and residues;

VIII. any substance which, in the opinion of the Town,

a. is or may become harmful to any recipient water course or sewage system or part thereof;

b. may interfere with the proper operation of the sewage system;

c. may impair or interfere with any wastewater treatment process, or

d. may become hazardous to persons, property or animals.

45.4. The Town may cause samples of wastewater to be taken to determine the content thereof, and, notwithstanding the provisions of Section 45.3(VI), where any person has discharged, caused or permitted to be discharged into any sanitary sewer:

I. Suspended solids which exceed 200 mg/L; or

II. B.O.D. which exceed 200 mg/L; or

III. Oil and grease which exceeds 100 mg/L;

Then such persons shall pay rates for treatment for such substances as set forth in Schedule "D" of this Bylaw. Where the discharge of substances does not exceed the amount specified in this subsection, then such person shall pay the volume rate for discharge of wastewater.

45.5. Grease, oil and sand interceptors or filters shall be provided on private property for all restaurants, garages, petroleum service stations, vehicle and equipment washing establishments.

45.6. Interceptors will be required for other types of businesses when, in the opinion of the Town, they are necessary for the proper handling of wastewater containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients.

45.7. All interceptors shall be of type and capacity approved by the Town and shall be so located as to be readily and easily accessible for cleaning and inspection and shall be maintained by the owner at their expense in continuously efficient operation at all times.

45.8. Should any blockage, either wholly or in part, of the sewage works be caused by reason of failure, omission, or neglect of a customer, or owner of property, to comply strictly with the provisions of this Bylaw, the customer or owner shall, in addition to any penalty for infraction of this Bylaw, be liable to and shall on demand pay the Town for all costs of clearing such blockage as determined pursuant to Schedule "D" and for any other amount for which the Town may be held legally liable because of such blockage.

45.9. Any person who contravenes any of the provisions of Section 45.3 shall, in addition to any penalty for infraction of this Bylaw, be liable to and shall pay on demand to the Town all costs of cleaning up and removing any of the materials listed in Section 45.3 and removing and cleaning up a contamination resulting from the discharging of any such materials into a sanitary sewer, and for any other amount for which the Town may be held legally liable because of such contamination.

45.10. No person shall discharge or cause to be discharged into any sewer or sanitary sewer, wastewater, or industrial waste in a greater volume than 100,000 cubic feet (9,300 cubic metres) per month without first obtaining written consent from the Town, but no such consent shall be given by the Town until:

I. an application in writing for permission to discharge industrial waste or wastewater into a sewer within the Town system is delivered to the Town, and

II. the Town has been provided with the chemical and physical analysis, quantity and rate of discharge of wastewater or industrial waste to be so discharged, and any other detailed information that the Town may require, including all pertinent information relating to any pre-treatment before discharge.

45.11. The Town may require the person making application to discharge wastewater to provide, at their own expense, such preliminary treatment as may be necessary to change the characteristics of the industrial waste or wastewater to the standards required under the provisions of this Bylaw.

Where preliminary treatment facilities are provided for any industrial waste or wastewater, they shall be maintained continuously in satisfactory and effective operation at the owner's expense.

The Town may require the installation of a manhole in a wastewater service connection.

Notwithstanding the above, when required by the Town, the installation of a manhole in a wastewater service connection to an industrial, commercial, or other development will be required:

I. to facilitate the clearing of blockages where, in the opinion of the Town, the risk of sewer blockage is high;

II. for observation, sampling and measurement of the waste of premises served by a wastewater service connection carrying industrial waste.

45.12. Without limiting the generality of the foregoing, manholes may be required for, but not limited to:

I. Industrial – Oil related industries, dairies, breweries, packing plants, processing plants, feed mills, manufacturing plants, fabricating plants, and painting shops.

II. Commercial – Shopping centres, heavy machine repair, welding shops, automobile repair, service stations, car washes, restaurants, paint stores, hotels, motels, dry cleaners, and laundries.

III. Other – Residential dwellings over six (6) units, apartments over six (6) units, institutions, hospitals, dental labs, funeral homes, churches, schools.

45.13. Such manholes may be constructed by the Town, at the cost of the applicant for wastewater services, at the service connection to the sanitary main or such manhole may be constructed at the applicant's expense, on property/easement line in accordance with plans approved by the Town and shall be maintained by the applicant so as to be safe and accessible at all times.

45.14. All measurements, tests and analysis of the characteristics of industrial waste, wastewater or water to which reference is made in this Bylaw shall be determined in accordance with the "Standard Methods for the Examination of Water and Waste Water" as published by the American Public Health Association, and shall be determined from suitable samples taken at the control manhole provided in Section 45.12. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in a sanitary sewer to the point at which the sewer connection enters the sanitary sewer.

PART FOUR – NATURAL GAS UTILITY

46. RATES PAYABLE

46.1. The Town hereby levies and the customer shall pay for all natural gas supplied or services rendered hereunder the amounts and charges provided for in this Bylaw and in Schedule "E" attached to and forming part of this Bylaw.

46.2. The Town shall determine which rate contained in Schedule "E" shall apply to a particular customer.

46.3. The rate payable by a customer as set out in Schedule "E" of this Bylaw for all natural gas supplied shall be determined by reference to the reading of the meter supplied to a customer.

46.4. The rates payable for the installation of a natural gas service line, metering and regulating equipment shall be as specified in Schedule "E".

47. CONNECTION TO NATURAL GAS SUPPLY

47.1. Natural gas is the only combustible fuel that may be used for space heating purposes and other processes. Within sixty (60) days after natural gas supply becomes available, the owner of every property situated on land abutting on any street in which there is a natural gas main may at the owner's expense connect such property to the natural gas system in accordance with the requirements and standards set out in this Bylaw.

47.2. At such time as the owner connects to the natural gas main, the owner shall also open a utility account and make payment of all fees and deposits that may be required under this Bylaw.

48. PROHIBITION AGAINST OTHER UTILITIES

48.1. No person other than the Town shall supply natural gas within the corporate limits of the Town of Wainwright other than with the prior written consent of the Town, which consent may be withheld by the Town in its sole discretion.

49. ADMINISTRATION OF NATURAL GAS SUPPLY

49.1. The Town may shut off natural gas for any customer for any reason, which, in the opinion of the Town, necessitates such shutting off.

49.2. The Town reserves the right to disconnect the supply of natural gas to any customer violating the provisions of this Bylaw and shall not be liable for damages either direct or consequential resulting from such interruption or failure.

49.3. The Town as a condition to the supply of natural gas may inspect the premises of the customer who applies to the Town for such a supply to determine if it is advisable to supply natural gas to the customer.

49.4. The Town, may with permission of the customer, inspect the premises of the customer in order to do any tests on piping or fixtures belonging to the customer so as to determine if this Bylaw is being complied with and in the event that such customer fails or refuses to give such permission, the supply of natural gas to that customer may be shut off.

49.5. No customer shall interfere with, obstruct or impede access to natural gas distribution facilities owned by the Town or any portion thereof in a manner not expressly permitted by this Bylaw, in default which, the Town may cause the natural gas supplied to such customer to be shut off until such customer complies with all the provisions of this Bylaw.

50. NATURAL GAS METERS

50.1. For measuring the natural gas consumed by the customer the Town shall install on the customer's premise such meters and regulator(s) as the Town deems necessary, which shall remain the property of the Town.

50.2. A customer may, for their own benefit and expense, install a natural gas meter between the meter supplied by the Town and the point of use of the natural gas supply provided that the Town shall not read and maintain the meter.

50.3. A customer shall make provision for the installation of a natural gas meter to the satisfaction of the Town. Unless the Town otherwise approves, the Town shall not be obligated to supply more than one meter for any one building.

50.4. Any customer whose natural gas meter is not positioned to the satisfaction of the Town so as to provide free and easy access for reading, repair or maintenance shall make provision for the meter to be moved and the customer shall pay the cost.

50.5. The owner of the premise, if required, will be responsible for the cost of providing the necessary protection to the gas meter installation.

50.6. No person other than an employee of the Town's natural gas utility shall move or otherwise disturb any gas meter, metering equipment, tag, notice, seal nor alter, adjust or disturb the pressure setting of any gas regulating or pressure relief equipment.

50.7. The Town will not install the gas meter and turn on the service until the water meter has been installed to the satisfaction of the Town as per Section 29.3.

51. REQUESTED NATURAL GAS SHUT OFF

51.1. If a customer requires the supply of natural gas to be shut off for their own purposes, the customer may be required to pay the amount as specified in the Schedule "E".

52. SERVICES AND SERVICING

52.1. All persons desiring to install pipes or connect any apparatus for the use of natural gas supplied by the Town shall before commencing or doing any natural gas construction work of any kind, obtain a permit from an accredited agency in accordance with the Safety Codes Act and applicable regulations. New construction is required to complete a "Utility Service Installation Application" form, and follow the requirements listed on the form.

52.2. No new service or service alteration shall be connected by the Town until an approved permit, issued by an accredited agency in accordance with the Safety Codes Act and applicable regulations, has been presented to the Town.

52.3. The Town shall disconnect any service if required in writing by a Safety Codes Officer and in such case; the Town shall not be liable for any damages resulting from such interruption or failure.

52.4. The service connection, meters and regulating equipment supplied by the Town for each customer have a definite capacity. The customer shall obtain approval from the Town for any proposed changes to the connected load.

52.5. An applicant who requires service at a location which is in an area, which at the time of application, is not adequately served by the distribution system shall be required to pay the Town;

I. an additional connection fee as established by the Town; or

II. the actual cost of the extension required to provide such service as calculated by the Town.

52.6. The Town shall not be liable for damages either direct or consequential resulting from the use or misuse of natural gas by the customer or from natural gas faults on the customer's piping system, appliances or any other apparatus connected to the natural gas service.

52.7. The Town shall use reasonable diligence to provide a regular and uninterrupted supply of service. Should the supply be interrupted or fail by any causes whatsoever, the Town shall not be liable for damages either direct or consequential resulting from such interruption or failure.

53. TREES AND ROOTS

53.1. No trees shall be planted over natural gas lines on private property. If removal is required in order to repair or maintain the line, the Town at the owner's expense may remove the tree.

PART FIVE – GARBAGE PICKUP

54. RATES PAYABLE

54.1. Each Single Residential Dwelling and Duplex Residential Dwelling in the Town of Wainwright shall be charged a monthly fee as per Schedule "F".

55. WASTE COLLECTION

55.1. The Town may contract with any person or persons and provide an exclusive or nonexclusive franchise for the collection, removal and disposal of refuse upon such terms and conditions as are considered expedient by the Town.

55.2. All persons in charge of a Single Residential Dwelling or Duplex Residential Dwelling will be supplied with one (1) cart per dwelling unit from GFL Environmental Inc. to contain all waste from the building or premise in respect of which the cart is used. Carts are assigned to each property based on a numbering system and are the property of GFL Environmental Inc.

55.3. All persons in charge of an Institutional, Commercial, Multi-Residential Complex, Multi–Residential Dwelling, Light Industrial and Heavy Industrial building shall organize their own waste collection with a service provider of their choosing.

55.4. All waste carts are fitted with lids which must remain closed. The lids prevent waste from spilling or blowing from the cart and prevent water or animals from entering. In order for collection to occur, the cart must not be overflowing and the lid must remain closed.

55.5. No person shall place waste in a cart of any other person without express written consent.

55.6. No person shall place any waste in a cart not designated for that particular waste or in a manner so as to constitute a nuisance.

55.7. No person shall deposit any dangerous goods, dead animal, excreta, or waste upon any street, lane, laneway, or body of water or onto any land.

55.8. No person shall collect or dispose of any waste as defined herein except under the provision of this Bylaw.

55.9. Residents with health or mobility issues can apply for a Walk-up Collection Service to the Town. Residents are responsible for making the request to the Town and updating the Town of any changes.

55.10. All carts are supplied and owned by GFL Environmental Inc. Property owners must maintain carts in good, working condition and report any issues to the Town office. Carts are not to be altered or modified.

55.11. When a property is sold, the cart must stay with the property due to the assigned numbering system.

55.12. Should a cart become lost, stolen or damaged, the property owner may make a request to the Town to repair or replace the cart, subject to the following:

I. If the damage to the cart or loss is deemed to be as a result of non-compliance with any part of this Bylaw, the property owner is responsible for the full cost of repair or replacement, along with any other applicable fees or charges.

II. If a cart is damaged, lost or stolen as a result of the property owner's neglect and/or willful damage, the property owner is responsible for the full cost of repair or replacement, along with any other applicable fees or charges.

III. Cart repairs will be completed by the collector on a weekly basis.

IV. Replacement cart fees are identified in Schedule "F" and will be applied to a resident's monthly utility bill.

V. The Town will have final discretion on any matters under this section and outcomes will be determined on a case by case basis.

55.14. No person or authorized collection employee shall scavenge or open any cart that has been placed for collection at any time.

56. TIME OF WASTE COLLECTION

56.1. The scheduled collection of all residential refuse shall be in accordance to the signed contracts between collector and the Town.

57. PREPARATION OF WASTE FOR COLLECTION

57.1. All persons in charge of a residence shall place carts curbside for collection in accordance to the following:

I. carts shall be placed at front curbside by 7:00 am on the scheduled collection day;

II. carts shall be placed at front curbside no sooner than 24 hours before the scheduled collection day; and

III. carts must be removed from the curbside within 24 hours of the scheduled collection day.

57.2. The person in charge of any building or premises shall keep the street in the front of their premises to the centre line thereof in a clean and tidy condition and free of waste.

57.3. The Town shall not collect waste from:

I. Any cart which cannot be emptied by the collector in a normal free flowing manner;

II. Any cart which has been deemed unacceptable by the Town;

III. Any cart which has not been placed for collection as per subsection 57.1;

IV. Any cart which is overflowing and the lid is not closed.

57.4. A person shall not put out or permit to be put out waste for collection unless:

I. Refuse has been thoroughly drained, placed in a plastic bag and securely tied before being placed in the cart;

II. Ashes are cooled and placed in a sealed disposable container;

III. Animal feces and any other manure type wastes are packaged separately from other waste in a securely tied double plastic bag before being placed for collection.

57.5. A person shall not place, permit to be placed or mix with any material for collection or disposal the following:

I. Any Hazardous Wastes, Dangerous Goods or Biological Wastes;

II. Hypodermic needles unless properly contained in an approved Sharps Container;

III. Sharp objects or broken glass unless packaged to allow safe handling;

IV. Luminescent gas filled lights, unless such lights are pre-broken or encased in a container of sufficient size and strength not exceeding 1.2m (4ft) in length to protect such lights from breakage and allow safe handling;

V. Dirt, sod, stone, cement blocks and sidewalk blocks;

VI. Carcass of a dead animal;

VII. Discarded furniture, household appliances, small equipment and automobile parts including tires;

VIII. Building waste, fences, gates and other permanent and semi permanent fixtures located on a premises;

IX. Trade waste;

X. Batteries of any size or type;

XI. Aerosol spray cans.

58. LOCATION OF WASTE CARTS

58.1. Waste carts shall be placed on the road, at the curb of the street, with the wheels touching the edge of the gutter.

58.2. Every person shall ensure that the cart is located so as not to impede or obstruct pedestrians, vehicular traffic, road maintenance operations or so as to endanger the safety of the collector or any other person. Carts shall not obstruct sidewalks.

58.3. When a cart is not awaiting collection, as per the timelines described in subsection 57.1, it shall be stored neatly and securely on the person's property and shall not cause a nuisance to neighbors.

58.4. In the case where special conditions exist making it impractical to store and place carts as specified in subsection 58.1 and 58.3 above, such carts shall be placed and kept where directed by the Town and/or GFL Environmental Inc.

58.5. Any person being the owner, occupant, tenant or person in charge of a property or premise who puts out waste for collection shall provide unobstructed and convenient access for collection of such waste. Carts must be placed such that they have clearance

from any obstacles in a minimum of one (1) meter on all sides and ensure overhead clearance above the cart.

59. TRANSPORTATION OF REFUSE

59.1. A person shall not use or permit to be used any vehicle for the conveyance or storage of refuse unless such vehicle is fitted with a suitable cover capable of preventing the dropping, spilling or blowing off of refuse while it is being transported or stored.

60. BURNING OF WASTE

60.1. No person shall burn or attempt to burn Waste in the open air within the Town.

PART SIX – RECYCLING PICKUP

61. EXTENDED PRODUCER RESPONSIBILITY

61.1 On July 16, 2024, the Town of Wainwright approved the Opt-Out Service Model within the Extended Producer Responsibility Regulation in Alberta for Single-Use Products, Packaging and Paper Products. Beginning on April 1, 2025, Circular Materials became responsible for managing recycling collection and post-collection within the Town.

PART SEVEN – GENERAL PROVISIONS

62. NOTICES

62.1. Where the Peace Officer is required to give notice to a person pursuant to this Bylaw such notice shall be given as follows:

I. by causing a written copy of the notice to be delivered to and left in a conspicuous place at or about the affected property; or

II. by causing a written notice to be mailed or delivered to the last known address of the person.

63. NON-COMPLIANCE WITH THE BYLAW

63.1. If a person, being the owner, occupant, tenant or person in charge of any building or premises has been given an order to remedy any condition contrary to any part of this Bylaw and neglects or refuses to comply with such an order within the specified time, the same may be done by the Town at the expense of the person in default. All expenses incurred shall be in addition to and not a substitute for any fines or penalties to which the person may be subject pursuant to the provisions of this Bylaw. On default of payment of these expenses the Town may recover the expenses thereof with costs, by action or in a like manner as municipal taxes.

63.2. Upon the recommendations of the Peace Officer, the Town may by written notice require the removal of any accumulation of dirt, stone, old implements, derelict automobiles, iron or other items or material from roads, lands or other private or public property within the Town by the person depositing the same and any person who fails to comply with the requirements shall be liable to the said penalties for a breach of this Bylaw.

64. VIOLATION TICKET

64.1 Where a Peace Officer has reasonable grounds to believe that a person has contravened any provisions of this Bylaw, they may serve upon such person(s) an offence ticket allowing for the payment of the specified penalty to the Town within fourteen (14) days of the issuance of the offence ticket. Such payment shall be accepted by the Town in lieu of prosecution for the offence.

I. First Offence – written notice as per Section 62.1

II. Second Offence – $100.00 penalty

III. Third Offence – $250.00 penalty

64.2 Service of an offence ticket shall be sufficient if it is:

I. personally served;

II. mailed by registered mail to the address of the registered owner of the property or person who has contravened the Bylaw.

64.3 The offence ticket shall state:

I. the name and address of the offender if ascertainable;

II. the offence;

III. the location, date and time of the offence;

IV. If the penalty specified in the offence ticket is not paid within fourteen (14) days of issuance, then a Peace Officer is hereby authorized to issue a violation ticket regarding the offence in accordance with the provisions of the Provincial Offences Procedure Act, Chapter 21, S.A. 1988 and amendments thereto.

Any person who fails to act in compliance and accordance with any notice given to them under this Bylaw shall be guilty of an offence and upon summary conviction shall be liable to a penalty of not less than $500.00 and not more than $2,500.00 plus court costs and in default of payment of the penalty and costs, to a term of imprisonment not exceeding six (6) months.

65. APPEALS

65.1. Any person who considers himself aggrieved by a decision of the Town under Section 63 may appeal such decision to the CAO.

65.2. Any appeal under Section 63 shall be made within fourteen (14) days after receipt of the Town decision.

65.3. All appeals shall be in writing and addressed to the CAO at the Town Office.

65.4. The decision of the CAO on an appeal shall be final.

66. REPEAL

This Bylaw shall repeal Bylaw 2025 – 07.

67. EFFECTIVE DATE

This Bylaw shall come into full force and effect upon passing of the third reading.

READ a first time in Council this 17th day of November, 2026.

Mayor

Chief Administrative Officer

SCHEDULE "A"

DEFINITIONS

"Application for Utilities" means the application made by the customer to the Town for supply of utility services.

"Ashes" means the residue left after the combustion of any substance, but shall not include such ashes that may accumulate as the result of a buildings operation or process.

"Backflow valve" means a device or method to prevent backflow.

"Biological Waste" means waste that is created in a hospital, necropsy facility or biological research laboratory and contains or may contain pathogenic agents that may cause disease in persons exposed to the waste.

"B.O.D." denoting Biochemical Oxygen Demand means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in milligrams per liter by weight.

"Building" means any structure used or intended for supporting or sheltering any use or occupancy.

"Building Code" means the Alberta Building Code 2014 and amendments thereto or replacements thereof.

"Building Drain" means the part of the lowest horizontal piping, which receives discharge from soil, waste or other drainage pipes within a building and conducts it to the building sewer beginning one (1) metre outside the building wall.

"Building Sewer" means the part of a wastewater drainage system outside a building commencing at a point one (1) metre from the outer face of the building and connecting the building drain to the sanitary sewer or place of disposal of wastewater.

"Building Waste" means Waste produced in the process of constructing, demolishing, altering or repairing a building and shall include, but not be limited to construction materials, earth, vegetation and rock displaced during the process of building.

"CAO" means the Chief Administrative Officer for the Town of Wainwright or designate.

"Cart" means an animal proof, non-corrosive, and durable plastic waste container on wheels, with an approximate size of 95 gallons, supplied by GFL Environmental Inc., to be utilized for front curb waste collection.

"Cleanout" means a pipefitting that has a removable cap or plug and is so constructed that it will permit pipe cleaning.

"C.O.D." denoting Chemical Oxygen Demand means the oxygen equivalent of organic matter and related empirically to B.O.D.

"Collector" means any person authorized to collect, remove and dispose of Refuse pursuant to this Bylaw.

"Combined Service" means the service or service pipe used or intended to be used to supply water for fire protection as well as water for purposes other than fire protection.

"Commercial Premise" means a premise principally used for the conduct of some profession, business or undertaking and includes but is not limited to a business engaged in the direct retailing of goods or provision of services to the final consumer and for the purpose of this Bylaw any building or premise which is not a Residential or Industrial Premise.

"Curb Stop" means the valve on the Town service pipe.

"Customer" means any person, partnership, corporation or organization who has entered into a contract with the Town for utility services or who is the owner. Existing Tenants will be grandfathered.

"Dangerous Goods" means any material as defined under the Dangerous Goods Transportation and Handling Act S.A. 1998 and amendments thereto.

"Duplex Residential Dwelling" means any building containing two (2) units occupied or used as abodes, residences or places of living.

"Financial Institution" means a bank, trust company or a credit union, located in the Town.

"Fire Line" means a pipe intended solely for the purpose of providing a supply of water for fire protection purpose.

"Garbage Disposal Unit" means any device, garburator, equipment, or machinery designed, used, or intended to be used for the purpose of grinding or otherwise treating refuse to enable the same to be introduced into a public sewer.

"Grease and Oil" means any material recovered as a substance soluble in trichlorotriflourethane and may also include sulphur, organic dyes, and chlorophyll, using the "Standard Methods" for the examination of water and wastewater from the latest editions of American Public Health Association, American Water Works Association and American Water Pollution Control Federation.

"Hazardous Waste" means a solid or liquid material that presents an unusual disposal problem or requires special handling including but not limited to explosives, poisons, caustic acids, drugs, radioactive materials and other like materials.

"Heavy Industrial Premise" means any land or buildings designated under the Land Use Bylaw, as being in an Industrial Land Use District.

"Hydrocarbons" means compounds made up of only carbon and hydrogen.

"Industrial Wastes" means liquid waste from industrial processes, dairies, breweries, packing plants and similar processes.

"Institutional Premise" means any land or buildings designated under the Land Use Bylaw, as being in an Institutional Land Use District.

"Land Use Bylaw" means the Town's Land Use Bylaw and amendments thereto.

"Light Industrial Premise" means any land or buildings designated under the Land Use Bylaw, as being in an Industrial Land Use District.

"Lime Slurry and Residues" means a mixture of lime and water resulting in a pH in excess of 10, or suspended solids in excess of 1000 milligrams per litre.

"Multi-Residential Complex" means any building containing three (3) or more units occupied or used as abodes, residences or places of living that does not require individual utility services.

"Multi-Residential Dwelling" means any building containing three (3) or more units occupied or used as abodes, residences or places of living that requires individual utility services. This does not include apartments, condominiums, senior housing or lodges.

"Natural Gas Service" means the natural gas service line as well as the associated regulating and metering equipment that is required.

"Natural Gas Utility" means the natural gas distribution system operated by the Town and all accessories and appurtenances thereto.

"Natural Outlet" means any naturally occurring outlet into a water course, pond, ditch, lake or other body of surface or groundwater not constructed by any person.

"Nuisance" means the disposal of refuse in such a manner as to be offensive to the public at large, which, without restricting the generality of the foregoing includes noxious or objectionable odors or objectionable appearance.

"Owner" means the registered owner of a property or the purchaser thereof.

"Peace Officer" means a member of the Royal Canadian Mounted Police or Community Peace Officer appointed under the Peace Officer Act, S.A. 2006, chapter p-3.5, and amendments thereto, or a Bylaw Enforcement Officer appointed for or by the Town.

"Person" means any person, firm, corporation, tenant, owner or occupier of any property, building or premise.

"pH" means the logarithm of the reciprocal of the weight of hydrogen ion in grams per litre of solution and denotes alkalinity or acidity.

"Phosphates" means a chemical salt classified as orthophosphates, condensed phosphates and poly-phosphates.

"Point of Supply" means the outlet flange of the meter, or regulator if the regulator is preceded by the meter.

"Polluted Wastes" and "Polluted Water" means materials or water that are contaminated with wastes in excess of that permitted by this Bylaw.

"Premise" means a site including any buildings erected thereon.

"Private Service" or "Private Service Pipe" means that portion of a pipe used or intended to be used for the supply of water, which extends from the curb stop to a meter.

"Refuse" means all putrescible materials resulting from the handling, preparation, cooking, consumption and storage of food along with the following materials: broken dishes, tins, glass, rags, clothing, waste paper, cardboard, sawdust, food containers, grass cuttings, plastic, shrubbery and tree pruning, weeds and garden wastes, Ashes but does not include manure, tree stumps, roots, turf, earth, furniture, major household appliances, discarded auto parts, Building Waste and Trade Waste.

"Remote Reading Device" means a device, which is connected to a water and gas meter by the Town and provides a duplicate reading of the water and gas consumed, which may be monitored from the exterior of the building.

"Residential Customer" means a person who occupies a property used exclusively for residential purposes and connected to or provided a utility.

"Residential Premise" means any land or buildings designated under the Land Use Bylaw, as being in a Residential Land Use District, which without limiting the generality of the foregoing shall include a Single Residential Dwelling, Duplex Residential Dwelling, Multi-Residential Dwelling and a Multi-Residential Complex.

"Safety Codes" means the current Safety Codes Act applicable regulations and amendments thereto.

"Sanitary Sewer" means a sewer located on public property, which is designated by the Town to carry wastewater only.

"Service Area" means the lands contained within the corporate limits of the Town of Wainwright and any service connection provide outside of the corporate limits.

"Service Connection" means all that portion of pipes, wires or things that provide a public utility situate between the public utility main and the property line of the property to which such utility is supplied. In the case of the natural gas utility it is from the public utility main to the meter.

"Service or Service Pipe" means a pipe used or intended to be used for supplying water, which extends from a water main to a meter.

"Sewage Works" means all sewers and facilities for collecting, pumping, treating and disposing of wastewater.

"Sewer" means a pipe or conduit for carrying wastewater.

"Sharpes Container" means Local Board of Health approved devices, which are puncture resistant, and tamper/spill proof.

"Shut Off" means an interruption, or discontinuance of, the supply of water.

"Single Residential Dwelling" means any single detached building or mobile home containing one (1) unit occupied or used as an abode, residence or place of living but does not mean an apartment house, hotel, motel, boarding house, or rooms in any building

containing trade premises that has been zoned a Commercial or Industrial property.

"Sprinkling" means the distribution of water to the surface or sub-surface of lawns, gardens, street or other areas situated outside the buildings by pipes, hoses, sprinklers or any other method and includes the washing of motor vehicles and the exterior of buildings.

"Storm Sewer or Storm Drain" means a pipe or conduit, which is designated by the Town to carry storm, surface drainage and ground waters only.

"Street" means all those lands situated within a road right-of-way registered at the Northern Alberta Land Titles Office.

"Suspended Solids" means solids that either floats on the surface of, or are in suspension of the water, wastewater, or other liquids and which are removable by laboratory filtering.

"Town" means the Town of Wainwright and designated employees.

"Town Service" or "Town Service Pipe" means that portion of a pipe used or intended to be used for the supply of water, which extends from the water main to the curb stop.

"Trade Waste" means materials or by-products discarded in a manufacturing or other producing process.

"Utility" and "Utility Service" means and include as the context may require:

I. the supply of natural gas
II. the supply of water
III. the provision of wastewater collection and disposal
IV. garbage

"Waste" means any discarded or abandoned organic or inorganic material, which health regulations or the amenities of the area in which it exists, require that it be removed, and without limiting the generality of the foregoing includes Building Waste, Refuse and Trade Waste.

"Wastewater" means a combination of the water carried wastes from all buildings in Town and without limiting the generality of the foregoing includes residences, business buildings, institutions and industrial establishments.

"Wastewater Treatment Plant" means any facility used for treating wastewater, and without restricting the generality of the foregoing shall include a wastewater disposal system.

"Water Course" means a channel in which a flow of water occurs either continuously or intermittently.

"Water Main" means those pipes installed by the Town in the streets for the conveyance of water throughout the Town to which service pipes may be connected.

"Water Utility" means the system of water works owned and operated by the Town and all accessories and appurtenances thereto.

SCHEDULE "B"

CASH DEPOSITS	
Residential Accounts	$300.00
Commercial/Business Accounts Contractors/Developers	$400.00
VERIFICATION AND TESTING OF DISPUTED METERS	
Water Meter	$300.00
Natural Gas Meter	$300.00 plus GST
SERVICE CALLS	
During Regular Working Hours	$100.00
After Regular Working Hours	$250.00
RECONNECT/DISCONNECT FEE	
Reconnect/Disconnect Fee	$100.00

SCHEDULE "C"

WATER RATES

Effective January 1, 2026

Fixed Monthly Charge	$21.90
Fixed Monthly Infrastructure Charge	$10.00
Variable Charge	$1.07/cubic meter
Cost of Water	Based on current CFB/ASU Charge

Effective January 1, 2027

Fixed Monthly Charge	$23.00
Fixed Monthly Infrastructure Charge	$10.00
Variable Charge	$1.12/cubic meter
Cost of Water	Based on current CFB/ASU Charge

THAWING SERVICE

Based on actual costs for labour and equipment.

REQUESTED WATER SHUT OFF

During Regular Working Hours	$100.00
After Regular Working Hours	$250.00

SCHEDULE "D"

WASTEWATER RATES

The cost of wastewater service for residential premises connected to the Town sewage system and which contains not more than two dwelling units shall be a flat fee as follows:

Effective January 1, 2026	$22.60 per month
Effective January 1, 2027	$23.75 per month

Where there are more than two dwelling units in residential premises or for other properties served by a single water meter, the customer shall pay a rate per cubic metre of wastewater calculated in the manner herein set forth as follows:

Effective January 1, 2026 $1.16 per cubic metre - $22.60/month minimum

Effective January 1, 2027 $1.22 per cubic metre - $23.75/month minimum

For the purpose of calculating the sewage charge payable by a customer, the volume of wastewater contributed by a customer to the sewage works shall be deemed to be equal to 90% of the water delivered to the customer's premises, whether the water was received from the Town or from other sources.

The cost of wastewater service for Bunge Canada edible oils processing plant shall be the following flat fee:

Effective January 1, 2026	$2,868.77 per month
Effective January 1, 2027	$3,012.20 per month

TREATMENT OF WASTEWATER

Where the Town has tested the discharge of wastewater into the sewage system pursuant to Clause 43 and found the wastewater exceeds the limits of B.O.D., suspended solids or grease set out in this Bylaw, then the customer shall pay for service as follows:

Effective January 1, 2026	$1.16 per cubic metre
Effective January 1, 2027	$1.22 per cubic metre

A treatment charge based on the amount of B.O.D., grease or suspended solids at the following rates:

B.O.D.	$0.4817 per kg
Suspended Solids	$0.5206 per kg
Grease	$0.1488 per kg

CLEARING OF BLOCKAGE

During Regular Working Hours	$100.00 per service call
After Regular Working Hours	$250.00 per call out

STORM WATER UTLITY

Fixed Monthly Charge	
Residential	$5.00
Commercial	$10.00

SCHEDULE "E"

NATURAL GAS RATES

All rates below are subject to the addition of applicable GST and carbon levy.

Rate #1
Customers consuming less than 20,000 GJ on an annual basis.

Effective January 1, 2026

Fixed Monthly Charge	$28.90
Variable Charge	$1.47/GJ
Commodity Charge	Cost of Gas + 2.5%

Effective January 1, 2027

Fixed Monthly Charge	$30.35
Variable Charge	$1.54/GJ
Commodity Charge	Cost of Gas + 2.5%

Rate #2
Customers consuming 20,000 GJ or more on an annual basis.

Effective January 1, 2026

Fixed Monthly Charge	$2,192.02
Variable Charge	$0.45/GJ
Commodity Charge	Cost of Gas + 2.5%

Effective January 1, 2027

Fixed Monthly Charge	$2,301.60
Variable Charge	$0.48/GJ
Commodity Charge	Cost of Gas + 2.5%

NATURAL GAS SERVICE INSTALLATION

¾" Gas Service
Basic fee of $1,100.00 plus $28.50 per lineal meter

¾" Duplex Gas Service
Basic fee of $1,800.00 plus $28.50 per lineal meter

1" Gas Service
Basic fee of $1,200.00 plus $30.75 per lineal meter

2" Gas Service
Basic fee of $1,400.00 plus $36.00 per lineal meter

Additional Meter $387.00 per meter

Winter installation is an additional $250/day with a minimum of 3 days (Frost Hog). Depending on ground conditions, additional charges may be added to the minimum rate.

REQUESTED NATURAL GAS TURN OFF

During Regular Working Hours	$100.00 per call out plus GST

After Regular Working Hours	$250.00 per call out plus GST
Abandon Gas Service	$275.00 plus GST

SCHEDULE "F"

GARBAGE COLLECTION RATES

Effective January 1, 2026

Fixed Monthly Charge Residential	$16.75
Replacement Cart	$107.70

Effective January 1, 2027

Fixed Monthly Charge Residential	$17.60
Replacement Cart	$111.58

Note: All waste carts, including replacement carts, are owned by GFL Environmental Inc.