

BYLAW NUMBER 485/24
OF THE VILLAGE OF ALIX,

BEING A BYLAW OF THE VILLAGE OF ALIX IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATION, OPERATION, MAINTENANCE AND CONTROL OF; A WATER WORKS AND DISTRIBUTION SYSTEM, WASTE WATER COLLECTION SYSTEM, STORM SEWER SYSTEM, RECYCLING, COMPOST AND GARBAGE COLLECTION SYSTEM.

WHEREAS BY VIRTUE OF THE POWER CONFERRED UPON IT UNDER THE MUNICIPAL GOVERNMENT ACT, BEING CHAPTER M-26 OF THE REVISED STATUTES OF ALBERTA 2000, AND AMENDMENTS THERETO, THE COUNCIL OF THE VILLAGE OF ALIX DULY ASSEMBLED IN OPEN COUNCIL, ENACTS AS FOLLOWS:

1. TITLE

1.1 This bylaw may be referred to as the “Utilities Bylaw” of the Village of Alix.

2. INTERPRETATION

2.1 In this bylaw, the following terms shall have the following meanings, unless the context specifically requires otherwise:

(a) “Ashes” means the residue left after the combustion of wood in fireplaces or wood burning appliances used for the purpose of providing heat in a building.

(b) “Billing Date” means the date set out on the invoice of the Municipality which levies the applicable utility charge.

(c) “Building” means any structure used or intended for supporting or sheltering any use of occupancy.

(d) “Building Waste” means waste produced in the process of constructing, altering, or repairing a building and includes earth, vegetation, clay, silt, sand or rock displaced in the process of building.

(e) “Collection Cart” means the vessel that is provided by waste management contractors for the collection of garbage or waste.

(f) “Collector” means any person authorized by an agreement or resolution to collect, remove and dispose of garbage, ashes, refuse or waste pursuant to this bylaw.

(g) “Commercial Premises” means any lands or buildings designated “Commercial” under the Municipality’s Land Use Bylaw.

(h) “Council” means the Council of the Village of Alix.

(i) “Customer” or “Consumer” means a person, corporation, proprietor, association, society, partnership, owner or renter to whom the municipality supplies utility services.

(j) “CAO” means the Municipality’s “Chief Administrative Officer” as appointed by Council from time to time.

(k) “Dwelling Unit” means a self-contained building or portion of a building used as a permanent residence by a household.

(l) “Garbage” means the refuse of animal matter, vegetable matter or any other matter which has been used or is intended for use as food.

- (m) “Garbage Collection System” means any of the Municipality’s means of collection, transmission, treatment or disposal of garbage or waste.
- (n) “Highway” means any thoroughfare, street, road, trail, avenue, parkway, driveway, viaduct, lane, alley, square, bridge, causeway, trestle, sidewalk, boulevard, right of way, ditch or other place, whether publicly or privately owned, any part of which the public is ordinarily entitled or permitted to use for the passage or parking of vehicles or pedestrian traffic.
- (o) “Industrial Premises” means any lands or buildings designated “Industrial” under the municipality’s Land Use Bylaw.
- (p) “Interceptor” means a device approved by the Municipality and designated to prevent matter from passing from the source into the sewage system or storm sewer system
- (q) “Matter” means any solid, liquid or gas.
- (r) “Municipality” means the Village of Alix.
- (s) “Meter” shall mean a mechanical and/or electronic device used to measure the amount of water consumed in metric measurement.
- (t) “Nuisance” means any act, deed, omission, or object, which is, or could reasonably be expected to be annoying, troublesome, destructive, harmful, inconvenient, unsanitary, unsightly, unsafe or injurious to another person and / or another person’s property.
- (u) “Outstanding Account” means utility charges for which the municipality has not received payment by the last day of the billing month.
- (v) “Premises” means any land or building or both or any part thereof within the Municipality.
- (w) “Prohibited Waste” includes but is not limited to:
- (i) liquid waste, dead animals or dead animal parts, petroleum products, industrial residue, discarded furniture, automobile parts, major appliances, sod, electronic products, concrete, soil, inflammable waste, explosive waste;
 - (ii) biological, hazardous, pathological and radioactive waste as defined pursuant to the *Public Health Act* and its Regulations; and any substance under the Hazardous Waste Regulations that could be harmful to people, plants, animals or the environment.
 - (iii) hot or warm ashes; and
 - (iv) any other matter, the collection of which may be potentially dangerous to any collector.
- (x) “RV Dump Station” means the Recreational Vehicle Dump Station supplied for the release of sewage from recreational vehicle holding tanks.
- (y) “Refuse” includes garbage and any other matter including: bottles, metals, cans or tins, crockery, glass, iron, cloth, paper, and all other similar items that accumulate in the household or result from commercial or industrial operations.
- (z) “Release” means to directly or indirectly spill, discharge, spray, inject, inoculate, abandon, deposit, leak, seep, pour, drain, emit, empty, throw, dump, place or exhaust either intentionally or unintentionally.

(a.a) “Residential Premises” means any lands or buildings designated “Residential” under the Municipality’s Land Use Bylaw.

(a.b) “Sewage” means human waste and wastewater discharged through normal daily household use.

(a.c) “Sewage System” means any of the Municipality’s works for the collection, transmission, treatment or disposal of sewage, or any part of such system.

(a.d) “Storm Sewer System” means any of the Municipality’s works used primarily for the collection of water that is released or drained from a surface as a result of natural precipitation.

(a.e) “Utility Charges” means the fees imposed by the municipality for utility services pursuant to Fee Schedule Bylaw, Schedule “A”.

(a.f) “Utility Services” means the Municipality’s storm sewer system, sewer system, water system, recycling, compost and garbage collection systems and all related appendages including but not limited to measuring, sampling and testing devices.

(a.g) “Vehicle” means a device in, on or by which a person, animal or thing may be transported or drawn on a highway.

(a.h) “Waste” means any discarded or abandoned organic or inorganic material which the owner or possessor thereof does not wish to retain for any purpose.

(a.i) “Water System” means any of the Municipality’s works for the collection, transmission, treatment and distribution of water.

3. GENERAL

3.1 Tapping of Water System and Sewer System:

No person, without having obtained permission to do so, shall make connection to any public water or sewer lines or mains. Applicants shall be responsible for any repairs to streets, curbs, gutters and sidewalks which are damaged while making such connections and will be required to make a deposit as per Fee Schedule Bylaw, Schedule “A” until said repairs are completed to the satisfaction of the Municipality. The applicant shall also provide adequate safety provisions during said construction. Permission will be given only to licensed installers or authorized employees of the Municipality.

3.2 Applications for hook up and shut off:

Applications must be made through the Municipal office, with required fees, as per Fee Schedule Bylaw, Schedule “A” being paid before services are turned on. Water shall be turned on or off only by an authorized employee of the Municipality and charges, for said Utility Services, shall be in accordance with Fee Schedule Bylaw, Schedule “A”.

3.3 No person other than authorized Municipal employees shall open or close or operate or therefore interfere with any valve, hydrant or fire plug, or draw water there from, with the exception of authorized fire department personnel, who are authorized to use the hydrants or fire plugs for fire fighting, practices or equipment testing.

3.4 No person shall in any manner obstruct the free access to any hydrant, valve or service valve, manhole, and, in the case of a hydrant, by placing any matter or thing nearer than the property line, or within five (5) meters of the hydrant in a direction parallel with the said property line. Costs of repairs required as a result of obstruction or damage to any service valve are the responsibility of the owner of the property being serviced.

4. GARBAGE, WASTE AND REFUSE COLLECTION

4.1 The Municipality may contract with any person or company to provide for the collection, removal and disposal of Garbage, Waste and Refuse upon such terms and conditions as is considered expedient.

4.2 No person shall:

- (a) Interfere with the Municipality's collection and disposal of Garbage, Waste or Refuse pursuant to this Bylaw.
- (b) Place Garbage, Waste or Refuse upon any Highway or roadway, except in an acceptable Collection Cart.
- (c) Deposit any prohibited Garbage, Waste or Refuse in any Collection Cart.
- (d) Deposit into the Garbage Collection System any Matter which may cause the Garbage Collection System to contravene any federal, provincial or Municipal legislation.
- (e) Deposit any Garbage, Waste or Refuse from a Premises to a Collection Cart other than a Collection Cart provided exclusively for that particular Premises.
- (f) Burn any Garbage, Waste or Refuse.
- (g) Place or deposit warm or hot Ashes in a Collection Cart.
- (h) Collect or dispose of any Garbage, Waste or Refuse except pursuant to the terms of this Bylaw.
- (i) Tamper or interfere with any Waste or recyclable material set out for collection that is not generated by the occupants of their own Dwelling Unit.
- (j) Set out for collection any Waste or recyclable material that is not generated by the occupants of their own Dwelling Unit.

4.3 The Customer of any Premises shall:

- (a) Utilize only the Village provided Collection Cart required for automated collection of Waste material.
- (b) Clean up any spillage originating from the Collection Cart or recycle bin assigned to their Premises.
- (c) Ensure that Collection Carts:
 - (i) are not filled in such a manner that the manufacturer's rated weight limit is exceeded;
 - (ii) are not filled higher than the upper rim of the Collection Cart or in a manner which prevents full closure of the lid;
 - (iii) do not have its contents compressed in such a manner that it inhibits the Waste material from falling freely from the Collection Cart during the regular tipping process;
 - (iv) do not contain any Matter which might adhere to the inside of the Collection Cart, such Matter is to be separately wrapped prior to being placed in the Collection Cart;
 - (v) are maintained in good repair and in a reasonably clean and sanitary condition.

(d) Ensure that the Collection Carts are:

(i) stored on the Premises from which the Collection Cart is assigned and shall not encroach or project over any street, lane or public place except when placed on such street or lane for the purpose of collection under this Bylaw; and;

(ii) stored with the lid closed in order to reduce odors and prevent litter.

(e) Ensure that Collection Cart are set out for collection:

(i) no later than 7:00 a.m. on the day of collection; and

(ii) no earlier than 7:00 p.m. on the day before collection

(f) Ensure that all Collection Carts assigned to the Dwelling Unit are returned to their storage area no later than 10:00 p.m. on the day of collection.

4.4 A Collector shall not be required to remove or empty:

(a) A Collection Cart which together with its contents exceeds the manufacturer's rated weight limit;

(b) A Collection Cart containing non-acceptable materials;

(c) A Collection Cart filled higher than the cart's upper rim causing the cart lid to not fully close.

4.5 Placement of Collection Cart for collection:

All Collection Carts set out for collection shall conform to the following standards:

(a) Be placed in such a manner that automated collection may occur without Collectors being required to manually move the Collection Cart in order to allow pick up;

(b) Be placed in a manner that the front of the Collection Cart is facing the street;

(c) Where any Premises fronts Main Street, from Lake Street to 50th Avenue, all Collection Carts from such Premises shall be placed adjacent to the alley with clearances of at least 0.3 meters to the rear, 0.3 meters between Collection Cart and recycle boxes and 1 meter from any obstacles such as Vehicles or utility boxes;

(d) In all other cases, all Collection Carts shall be placed for collection along the roadway, at the edge of the curb with clearances of at least 0.3 meters to the rear, 0.3 meters between the Collection Cart and recycle boxes and 1 meter from any obstacles such as Vehicles or utility boxes;

(e) Collection Carts must not be placed on the sidewalk or in such locations as to interfere in any way with Vehicle or pedestrian traffic;

(f) Collection Carts must be placed on a level surface not more than 150 mm above the road elevation;

(g) Collection Carts must be placed for collection in a way that they cannot easily be tipped over.

4.6 Collection Carts and recycle boxes from units in a residential condominium shall be placed in a centralized location for collection at, or

near a traveled portion of the Highway on the common property or elsewhere with the written approval of the Chief Administrative Officer.

4.7 The owner or occupant of a Premises from which Waste and recyclable material is to be collected shall not cause or permit the Highway of the Premises to the center of the Highway thereof, and including the waste and recycle storage location on the common property, to be maintained in an untidy or disorderly condition.

4.8 No Collector shall be required to make a collection of Waste material if the Collection Cart is not placed according to the standards specified in the Bylaw including but not limited to Section 4.5.

4.9 No Collector shall be required to make a collection of Waste or recyclable material from inside any Building or be required to pass through a Building in order to collect Waste or recyclable material except as approved by the Chief Administrative Officer.

5. GARBAGE COLLECTION CHARGES

5.1 All Customers receiving Garbage Collection Services pursuant to this Bylaw shall pay the Utility Charges set out in Fee Schedule Bylaw, Schedule “A”.

5.2 Only Premises with a Building are eligible to receive garbage/recycle collection services.

5.3 A Customer is deemed to be receiving Garbage Collection System services unless exempt pursuant to Fee Schedule Bylaw, Schedule “A”.

6. RECYCLING BINS

6.1 The Municipality has provided recycling bins that accept only the materials listed in the Collector’s contract with the Municipality.

7. RECYCLING BIN CHARGES

All Customers within the Municipality shall pay a recycling charge as set out in Fee Schedule Bylaw, Schedule “A”.

8. COMPOST CONTAINERS

8.1 The Municipality has provided compost containers that accept only the following matter:

- grass clippings
- garden refuse
- weeds
- leaves

8.2 All Matter taken to the compost containers in garbage bags must be emptied from the bag into the compost containers.

8.3 Tree branches must be delivered to the Alix/Mirror transfer site in the area designated for tree branches.

9. COMPOST BIN CHARGES

9.1 All Customers within the Municipality shall pay a compost site charge as set out in Fee Schedule Bylaw, Schedule “A”.

10. SEWAGE SYSTEM:

10.1 Discharges to Sewage System

(a) No person shall discharge, Release or deposit into the Sewage System any materials other than:

(i) Sewage (excluding hauled sewage);

(ii) Industrial Waste, approved through an agreement with the Municipality;

(iii) Waste generated by garbage grinders provided the Waste is generated in preparation of food normally consumed on the Premises. Such Waste must be shredded to a degree that all particles will be carried freely under normal flow conditions;

(iv) Sewage from recreational vehicle holding tanks. Only an RV Dump Station shall be used for this purpose.

(b) Any Customer, person or company requiring the discharge of materials not referred to in Section 10.1(a) of this Bylaw must enter into an agreement with the Municipality prior to any discharge into the Municipal Sewage System. Such agreement will include all terms and conditions pertaining to disposal.

(c) All Customers of Premises providing Vehicle and equipment washing shall install and maintain Interceptors.

10.2 Pretreatment

(a) Where materials must be pre-treated in order to comply with the requirements of Section 10.1, such pre-treatment shall:

(i) be at the sole cost of the Customer, person or company;

(ii) be through an agreement with the Municipality.

11. SEWAGE SYSTEM CHARGES

11.1 All Customers receiving Sewage System services pursuant to this Bylaw shall pay the Utility Charges set out in Fee Schedule Bylaw, Schedule “A”.

12. USE OF STORM SEWER SYSTEM

12.1 No person shall, without the Municipality’s written consent, release Matter other than water that is released or drained from a surface as a result of watering of lawns, gardens, and washing of Vehicles or natural precipitation into the Storm Sewer System.

13. WATER SYSTEM AND CHARGES

13.1 All Customers receiving Water System services pursuant to this Bylaw shall pay the Utility Charges set out in Fee Schedule Bylaw, Schedule “A”.

14. INSTALLATION OF WATER AND SEWER CONNECTIONS

14.1 The owner of any Building situated on land abutting on any street, or public place wherein there is a sewer or water main, now existing or hereafter located shall:

(a) Install in the Building, connections with the Sewage System and Water System mains, and any apparatus and appliances required to ensure the proper sanitary condition of the Building and Premises; and

14.2 The owner of any Building, located on land abutting on any Highway where a Storm Sewer System is constructed shall connect the Building, to the Storm Sewer System.

14.3 If the owner fails, neglects or refuses to comply with subsection 14.1 or 14.2 above within sixty (60) days of the construction of the Sewage System, Water System or Storm Sewage System within the abutting Highway or public place, where construction takes place after the enactment of this Bylaw, the Municipality may enter onto the land and make the connection and charge the cost thereof against the land of the Building concerned in the same manner and with the same priority as to lien and to payment thereof as in the case of ordinary municipal taxes.

14.4 All water and sewer lines, laid in private lands, between the property line and the meter, shall be CSA approved material and are subject to and must meet all required codes at time of installation.

(a) Connection shall commence from the property line towards the Building for proper grade level.

(b) No person shall backfill any Utility Service until the Utility Service has been inspected and approved by an authorized municipal employee.

14.5 No connection may be made to the water service line between the property line and the meter. Any person violating this section of this Bylaw shall be subject to summary conviction under section 24.

14.6 All Customers receiving Sewage System services and/or Water System services pursuant to this Bylaw shall,

(a) Allow only municipal staff to install or inspect upon installation thereof, a Meter, to the satisfaction of the CAO and shall pay Utility Charges upon receiving services;

(b) Have a plumber install back flow valves or other suitable devices to cut off or control the connection between the Sewage System and cellar or basement, on all new development, to prevent or reduce flooding.

15. METERS

15.1 Upon application, by the property owner or contractor, Meters shall be supplied by the Municipality, to all Buildings as per the fee set out in Fee Schedule Bylaw, Schedule "A". All Meters shall remain the property of the Municipality.

15.2 All Consumers and property owners shall give access for the installation, inspection and reading of the Meter and shall protect it from interference or injury by frost or otherwise and shall be liable for any damage which may occur to the Meter.

15.3 No person shall interfere with, cut or remove the seal on the Meter, disconnect the Meter or do anything to interfere with the flow of water through a Meter, or any act which may affect the proper operation of a Meter.

16. CONNECTION FEE

16.1 Any Customer requesting Utility Services shall pay upon a request for service, a non- refundable connection fee as per Fee Schedule Bylaw, Schedule "A".

16.2 The Municipality will not connect any water service unless an adult occupant or adult designated by the occupant of the Premises is present.

16.3 If a Customer requests a Utility Service disconnection by the Municipality, and a reconnection of this service within two (2) business days, the reconnection fee stated in Fee Schedule Bylaw, Schedule "A" will not be levied. These requests must be in writing to the CAO to allow municipal staff time to schedule the shut offs.

17. UTILITY CHARGES

17.1 The Municipality shall levy Utility Charges for all Premises in accordance with Fee Schedule Bylaw, Schedule “A”, unless those Premises are exempt pursuant to Section 17.10.

17.2 All utility accounts will be set up in the property owners’ name as per Land Titles. A copy of said bill may be mailed to a renter at the request of the owner.

17.3 The Utility Charge shall include any applicable charges for water, sewer, garbage collection, recycling and composting.

17.4 Where a Meter has been altered, tampered, or is defective in any manner, the CAO may estimate the Water System charges and/or Sewage System charges for Premises for the period of time that the Meter was not operating properly; the estimated Utility Charges shall be deemed to be the Utility Charge for the Premises.

17.5 The Municipality shall levy Utility Charges for all Premises on a monthly basis. Any Premises that had fees or charges grandfathered according to Bylaw #375/08, Section 18.9 will continue to be grandfathered under this Bylaw until such time as Utility Services are connected.

17.6 The Customer shall pay the applicable Utility Charge on or before the last day of the same month that billing occurs.

17.7 Outstanding Accounts will be subject to a 3.5 % penalty on the first day of the month following the Billing Date.

17.8 The property owner(s) are liable for the rates and charges of all services regardless whether occupied by the owner or renter. Outstanding Accounts will be added to the tax roll. The payment of any rates, charges, tolls, fares or rents as provided by the Bylaw, in accordance with Fee Schedule Bylaw, Schedule “A” may be enforced by all or any of the following methods, namely:

(a) By action in any court of competent jurisdiction

(b) By shutting off the Water Service

(c) By adding the amount owing to the tax roll.

17.9 Outstanding Accounts, held by Customers, including interest may be added to the tax roll of the property owner(s) upon no less than fifteen (15) days notice being sent to the property owner.

17.10 Residential Premises/Commercial Premises/Industrial Premises/Benevolent Groups may apply to be exempt from paying garbage, recycle/compost charges as per Fee Schedule Bylaw, Schedule “A”. Circumstances where Commercial Premises or Industrial Premises may be considered for such an exemption include:

(a) If the Commercial Premises or Industrial Premises is vacant, or;

(b) If the Commercial Premises or Industrial Premises is not operating as a business for a period of 3 months or longer.

17.11 A Customer may make application to the CAO, his or her designate, for forgiveness of a portion of the sewer charge levied when sod is laid or grass is planted on their property. Such application should happen prior to the sod being laid or the grass being planted.

17.12 Council, by resolution, may offer incentives and/or rebates to Customers for the installation of water saving devices.

18. DISCONNECTION OF UTILITY SERVICES

18.1 The municipality may shut off the supply of Utility Services to the Premises of any Consumer for;

(a) Any purpose that, in the opinion of the Municipality, may be expedient to do so, or;

(b) Breach of or non-compliance with any of the provisions of this Bylaw or Department of Health regulations.

18.2 It is hereby declared that no person shall have any claim for compensation or damages as a result of the Municipality turning off the water service without notice or from the failure of the Water System from any cause whatsoever.

18.3 Any Customer to whom Utility Services have been shut off or discontinued for committing a breach of this Bylaw shall, upon having paid all Utility Charges owing, and upon requesting that the Municipality restore Utility Services, must pay to the Municipality, a non-refundable connection fee as per Fee Schedule Bylaw, Schedule "A".

18.4 In cases where a Customer owes the Municipality payment from previous Outstanding Accounts or Utility Charges, the Municipality will not supply Utility Services until all Outstanding Accounts are paid in full.

19. WATER RESTRICTIONS

19.1 From time to time the Municipality may implement water conservation and restrictions. The CAO, or designate, may implement said water conservation and restrictions as per Schedule "B" attached.

20. PROTECTION OF UTILITY SERVICES

20.1 No person shall break, damage, destroy, deface, tamper or cause or permit the breaking, damaging, destruction, defacing or tampering with any part of the Utility System. Any person who does perform such acts shall be liable for repair of any damage caused or incurred.

20.2 The Municipality may discontinue access to any particular Utility Service where the Municipality believes use of that particular Utility Services to the Premises to be contrary to this Bylaw.

20.3 Where possible, the Municipality will post a sign on the Premises at least twenty-four (24) hours prior to preventing access to the Utility Services on the Premises pursuant to this Bylaw. The sign will advise that access to Utility Services may be prevented.

21. REPAIRS – WATER & SEWER SYSTEMS

21.1 The responsibility of the cost of repairs shall be as follows:

(a) The Municipality shall, at the Municipality's expense, maintain the water and sewer lines from the main to the property line.

(b) The owner of a Premises shall, at their own expense, maintain the water and sewer lines from the owners' property line to the Building.

(c) The portion of the cost of any repair incurred from the main line on the street to the property line shall be the responsibility of the Municipality.

(d) The portion of the cost of any repair incurred from the property line to the Building shall be the responsibility of the owner.

21.2 Frozen water lines:

The Municipality shall assume full responsibility and costs for any water service line which may be hereinafter frozen between the property line and the street main. Any water line frozen between the property line and the Meter shall be the responsibility of the property owner.

21.3 Sewer Blockages

(a) In the event of a blockage of sewer, a determination must be made by the Customer as to the cause and location of the blockage.

(b) Upon determination of the cause and location of the blockage, the Customer shall have the blockage removed and the Customer and the Municipality will share the responsibility of cost as follows per section 22.1.

(c) Any blockage of the service piping to the sewer main due to foreign material introduced to the Sewage System by the Customer is the responsibility of the property owner, no matter what portion of the line the blockage occurs in.

(d) If a blockage is caused by tree roots, the Municipality will attempt to determine whether the problem trees are on municipal or private property;

(i) The Municipality will pay the cost of the removal of the roots if it is determined that the trees are solely on Village property and are responsible for the blockage.

(ii) If a root problem is caused by or contributed to trees on Municipal property reoccurs. The Municipality may inhibit root growth using an approved method or have the trees removed.

(iii) If the property owner wishes that the trees located on Municipal property be left on site, the property owner must sign a release stating that the Municipality will not be responsible for any further blockages due to roots originating from these trees; this shall include the entire length of the sewer line from the building to the main.

(e) If a blockage is caused by ice or accumulation of ice, it is the responsibility of the Customer to prove that the blockage did not originate from the Premises.

(f) If the repair of a blockage, which is determined to be the responsibility of the Customer, causes any portion of sidewalks, boulevards, curbs, gutter, streets, or other Village property to be dug up, disturbed or otherwise changed, it shall be the responsibility of the property owner for the cost of repairing the damages.

22. RELEASE OF UNAUTHORIZED MATTER INTO THE VILLAGE OF ALIX GARBAGE, SEWER, STORM SEWER AND WATER SYSTEMS

22.1 Any person who Releases, discharges or deposits into the Municipality's Garbage Collection System, Sewer System, Storm Sewer System or Water System, unauthorized Matter shall:

(a) Notify the Municipality immediately upon becoming aware of the deposit, discharge or Release;

(b) Provide information regarding the Release, discharge or deposit to the satisfaction of the Municipality;

(c) Be liable for all costs incurred by the Municipality with respect to the discharge, Release or deposit for the containment, sampling, testing, removal, cleanup, disposal and any other related activity.

22.2 Whenever the Municipality determines that a Release from a Premise is contrary to this Bylaw, the Municipality, in addition to any other provisions in this Bylaw, requires the Customer to install and maintain a device to detect the presence of a Release contrary to this Bylaw.

23. DELEGATION OF AUTHORITY

23.1 The CAO is hereby authorized to do all things necessary in order to fulfill the CAO's responsibilities under this Bylaw. The CAO has the authority to delegate any of the responsibilities in regard to this Bylaw.

23.2 Any person who considers themselves to be aggrieved by a decision of the CAO may appeal the decision to Council:

(a) An appeal shall be made in writing within thirty (30) days of receipt of the CAO's decision; and

(b) The Council's decision respecting an appeal shall be final and binding.

24. ENFORCEMENT

24.1 Enforcement or rectification of breaches of this Bylaw may be undertaken by the Municipality by any or all of the following methods:

(a) Action in a court of competent jurisdiction;

(b) Shutting off Utility Services being supplied to the Customer or discontinuing the service thereof;

(c) Distress and sale of the goods and chattels of the Customer wherever those goods and chattels may be found in the Municipality; and

(d) Where the Customer is the owner or purchaser of the Building or lot, or when the Customer is a non-occupant owner and has entered into an agreement with the Municipality, then all Utility Charges are a preferential lien and charge on the Building or lot or part of a lot and on the personal property of the debtor and may be levied and collected in like manner as municipal rates and taxes are recoverable.

25. REPEAL OF PREVIOUS BYLAWS, AMENDMENTS AND SCHEDULES

25.1 BYLAWS NUMBERED 421/16, 441/19, 451/19, 457/20, 468/21, 470/22, 474/22, 480/23 and 482/24 ARE HEREBY REPEALED.

25.2 SCHEDULE "A" and SCHEDULE "B" ARE HEREBY ANNEXED TO AND DECLARED TO BE PART OF THIS BYLAW.

25.3 IF ANY PROVISION OF THIS BYLAW IS DECLARED OR HELD TO BE INVALID, THAT PROVISION SHALL BE DEEMED TO BE SEVERED, AND THE REMAINDER OF THE BYLAW SHALL REMAIN IN FORCE AND EFFECT.

26. EFFECTIVE DATE

26.1 This Bylaw shall come into force and effect on January 1, 2025.

READ A FIRST TIME IN OPEN COUNCIL THIS 16TH DAY OF OCTOBER, 2024

READ A SECOND TIME IN OPEN COUNCIL THIS 4TH DAY OF DECEMBER, 2024

READ A THIRD TIME IN OPEN COUNCIL AND APPROVED THIS 4TH DAY OF DECEMBER, 2024.

Mayor

Chief Administrative Officer

SCHEDULE “A”

VILLAGE OF ALIX

REQUEST FOR UTILITY SERVICES

Date of Request: _____ Effective Date of Service: _____

Owner(s) Name: _____ Phone Number: _____

Civic Address: _____ Mailing Address: _____

Account No: _____

Connection Fee: _____ Receipt # _____

AGREEMENT

I, _____ hereby make application to the Village of Alix for utility services and agree to pay for such services, at the rates as determined from time to time. I do further agree that the service shall be subjected to the Regulations as stated in Bylaw #485/24 of the Village of Alix.

I understand and agree that:

- a) a non-refundable connection fee as per Fee Schedule Bylaw, Schedule “A” shall be charged when a utility service is restored or a change of customer is made on an account.
- b) the connection fee shall be paid on the date of the above application.
- c) I am responsible for the repair and maintenance and protection from freezing of any and all water pipes to and from the building to the property line.
- d) I am responsible to safeguard the water meter from damage including freezing.
- e) this contract is not transferable to any other person.
- f) the Village reserves the right to disconnect the utility services as stated in Bylaw #485/24, Enforcement.

Applicant

Accepted by the Village of Alix

SCHEDULE “B”

VILLAGE OF ALIX

GOVERNING THE ENFORCEMENT OF IMPOSED WATER RESTRICTIONS

The Levels of Water Restrictions are as follows:

- Level 1:** Restrict outside water use to even numbered addresses on even days of the month and odd numbered addresses on odd days of the month. In addition watering is limited to between 7:00 p.m. and Midnight.
- Level 2:** Restrict outside water use to even numbered addresses to Tuesdays and Saturdays only and odd numbered addresses to Wednesdays and Sundays only. Hand watering only, no sprinklers allowed. Watering is limited to between 7:00 p.m. and Midnight.
- Level 3:** Impose an all out ban on outside watering, stop the sale of bulk water, and notify Commercial and Industrial users to limit their water consumption until further notice.
- Level 4:** Continue the ban on outside watering, and the sale of bulk water water; impose a ban on water used by car washes, commercial and industrial users.
- Level 5:** All outdoor water use and non-essential indoor use of water is prohibited except for water used for Fire Fighting and in medical facilities.