



BYLAW 2025-03

A BYLAW OF THE MUNICIPAL DISTRICT OF LESSER SLAVE RIVER NO. 124 IN THE PROVINCE OF ALBERTA, TO ESTABLISH A SYSTEM FOR REGULATING AND PROVIDING FOR THE SUPPLY AND USE OF WATER AND WASTEWATER UTILITIES IN THE MUNICIPALITY

WHEREAS, pursuant to Section 7 of the *Municipal Government Act*, RSA 2000-chapter M-26, and amendments thereto, Council may pass bylaws for municipal purposes respecting public utilities within the Municipal District of Lesser Slave River No. 124;

AND WHEREAS the Council of the Municipal District of Lesser Slave River No. 124, deems it appropriate and expedient to create a Water and Wastewater Utilities Bylaw to set forth the terms and conditions under which such services will be provided.

NOW THEREFORE the Council of the Municipal District of Lesser Slave River No. 124 in the Province of Alberta, duly assembled, hereby enacts as follows:

1. TITLE AND SCHEDULE

1.1 This by-law may be cited as the **“WATER AND WASTEWATER UTILITY BYLAW.”**

2. DEFINITIONS

“ABUTTING” means immediate or physically touching.

“ACCOUNT” means an account established in the Consumer’s name and which includes the information collected and stored and used for the provision of and billing of Utility service charges, and which becomes part of the agreement between the Consumer and the MDLSR for the provision of water and/or Wastewater services.

“ADJACENT” means contiguous or would be contiguous if not for a river, stream, railway, road or utility right-of-way or reserve land.

“APPLICANT” means a Property Owner, or Occupier, or the authorized agent of a Property Owner or Occupier who applies to the MDLSR for the supply of Utility services.

“APPLICATION” means the application made to the MDLSR by a Consumer for the supply of Utility services.

“APPLICATION FEE” means the fee required to be paid by a Consumer before the MDLSR supplies Utility services to the Consumer.

“AREAWAY DRAIN” means a drain installed to collect surface or rainwater from an open area outside a building.

“BACKFLOW PREVENTER” means a device that allows water to flow only in one direction.

“BULK WATER” means the wholesale supply of water in large quantities.

“BULK WATER STATION” means a location where the public can purchase large volumes of water.

“BUILDING” includes anything constructed or placed on, in, over, or under land but does not include a road or bridge forming part of a road.

“BUILDING DRAIN” means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes within a building and conveys it to the point of connection with the Building Sewer.

“BUILDING SEWER” means that part of a drainage system outside a building commencing at a place one (1) meter from the outer face of the building wall and connecting the Building Drain to the Public Sewer or place of disposal of wastewater.

“BY-LAW OFFICER” means a Person appointed by the MDLSR Council to enforce the MDLSR’s Bylaws.



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“BYPASS” means a channel, pipe, or connection to divert flow around a particular component of a Private Service or Utility.

“CAO” shall mean the Chief Administrative Officer for the MDLSR or their designate.

“COMBINED SERVICE” means the Service or Service Pipe used or intended to be used to supply water for fire protection, but which also provides water for purposes other than fire protection.

“COMMUNICATION WIRE” means a wire used for the transmission of data between a Meter and Remote Reading Device.

“CONSTRUCTION METER” means a temporary Meter installed to measure water usage during construction work and other uses of limited duration, as authorized by the MDLSR.

“CONSUMER” means any Person who has entered a contract with the MDLSR for the provision of Utility services, or who is the Owner or Occupant of any Property connected to or provided with a Utility service.

“CONTAMINATED WASTE” or **“CONTAMINATED WATER”** means materials or water that are contaminated with wastes greater than provincial standards or deemed as such by the CAO.

“COUNCIL” means the duly elected Council of the MDLSR.

“DESIGNATED OFFICER” shall mean a By-Law Officer and the Chief Administrative Officer or their designate.

“DWELLING UNIT” means a complete building or self-contained portion of a building, containing kitchen, living, sleeping and sanitary facilities intended as a permanent residence; including a sea can that has been transformed to meet the Alberta Building Code and any applicable Safety Code standard.

“DELETERIOUS” means damaging, detrimental, or harmful.

“EASEMENT” means a right to use land for access to another property or as a right of way for a public utility.

“FIRE LINE” means a pipe that is intended solely for the purpose of providing a standby supply of water for fire protection purposes.

“FIXTURE” means a receptacle, appliance, apparatus, or other device that discharges Wastewater or clear water waste and includes a Floor Drain.

“FLOOR DRAIN” means a fixture used to receive water from the floor of a building.

“FOUNDATION DRAIN” or **“WEEPING TILE”** means any arrangement or type of pipe placed along the perimeter of a building foundation for the collection of groundwater.

“GRAB SAMPLE” means a sample collected over a brief period by taking and combining one or more samples of Wastewater flow.

“GRAVITY SEWER” means an underground piping system which is sloped downwards away from the source and towards the destination. The product which flows through the pipes is moved by the force of gravity.

“HEALTH OFFICER” means the Chief Medical Officer of Health for the Province of Alberta or their duly authorized representative.

“HEAVY INDUSTRIAL” means the utilization of resources, processes, or facilities for manufacturing, processing, or producing goods, typically in a large-scale or factory setting.

“HIGHWAY” means any thoroughfare, street, road, trail, avenue, parkway, driveway, viaduct, lane, alley, square, bridge, causeway, trestle way, or other place, whether publicly or privately owned, any part of which the public is ordinarily entitled or permitted to use for passage of vehicle, but does not include a place declared by the Lieutenant Governor in Council not to be a highway.

“HYDROCARBONS” means a compound composed of hydrogen and carbon, such as any of those which are the chief components of petroleum and natural gas.



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“INDUSTRIAL WASTES” means the water-carried liquid wastes from industrial manufacturing processes, or any trade, or business distinct from Wastewater.

“LANDFILL” means the waste management facility operated by the Lesser Slave Lake Regional Waste Management Services Commission.

“LIGHT INDUSTRIAL/COMMERCIAL” means any activity where goods, services, or intellectual property are used for the purpose of creating or increasing sales and generating profit.

“LOW-PRESSURE SEWER” means an alternate solution to the conventional gravity collection or septic tank drain field systems. An (LPS) system utilizes a low-pressure pump to move water through the transmission system rather than allowing gravity to transport the water.

“MAIN CLEAN-OUT” means an access point for a plumber to address a problem in a Building’s main plumbing line to the Private Service pipe.

“MAIN SHUTOFF VALVE” means a valve used to shut off the supply of water from a Private Service pipe.

“MANUFACTURED HOME” means a prefabricated home built in a factory, transported to a site, and then installed on a foundation.

“MDLSR” means the municipal corporation of the Municipal District of Lesser Slave River No. 124, or the area contained within the boundaries thereof, as the context requires.

“METER” means any device sold, supplied, used, or authorized by the MDLSR for the purpose of measuring the volume of water consumed on a Property including wiring and all remote reading equipment.

“METER CHAMBER” means an accessible in-ground structure located remote from any Building or premises and solely used for containing and protecting any Meter, Backflow Preventer and associated apparatus installed to serve that Property.

“MULTI-FAMILY RESIDENTIAL BUILDING” means one Building containing two or more dwelling units.

“MUNICIPAL SERVICE” or **“MUNICIPAL SERVICE PIPE”** means that portion of pipes controlled by the MDLSR and used or intended to be used for the supply of water or collection of Wastewater, as the context may require, in the case of a water service, extending from the Water Main to and including the service valve and, in the case of a sewer service, extending from the Sewer main to the Property line.

“NATURAL OUTLET” means any outlet into a Watercourse, pond, ditch, lake, or other body of water or groundwater.

“NOTICE” means a written notification to a Consumer or Owner delivered personally or sent by registered mail to the address to which the Consumer’s Account is sent, or to the address where the service is being supplied.

“OCCUPIER” or **“OCCUPANT”** means the Person residing in or in apparent possession or control of the Property, which may but not necessarily include the Owner, a renter, a tenant, lessee, or a condominium corporation operating at the Property.

“OWNER” means the Person registered as the owner of a Property pursuant to the provisions of the Land Titles Act and shall include a Person who is purchasing a property, under an agreement for sale.

“PERSON” includes any individual, partnership, firm, corporation, municipality, association, society, political, or other group, and the heirs, executors, administrators, or other legal representatives of a person to whom the context can apply according to law.

“pH” means the means the measure of the intensity of the acid or alkaline condition of a solution determined by the hydrogen ion concentration of the solution as set forth in Standard Methods.

“PLANT” means the Wastewater treatment plant owned and operated by the MDLSR.

“PRIVATE PROPERTY” means any Property which is not owned or controlled by the MDLSR, the Province of Alberta, or the Government of Canada.



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“PRIVATE SERVICE” or **“PRIVATE SERVICE PIPE”** means that portion of pipes constructed by an Owner and used or intended to be used for the supply of water or the collection of Wastewater, as the context may require, in the case of a water service, extending from the Service Valve to the Meter; in the case of a Gravity Sewer service, extending from the Property line to the Main Clean-Out; and in the case of a Low-Pressure Sewer, extending from the Service Valve to the Main Clean-Out.

“PROPERTY” means a “parcel of land” as that term is defined in the *Municipal Government Act* (Alberta).

“PUBLIC SEWER” or **“SANITARY SEWER”** means a Sewer owned by the MDLSR and used for the collection and disposal of Wastewater and to which storm, surface and ground water are not intentionally admitted.

“RAW WATER” means untreated, non-potable water.

“RECREATIONAL/SEASONAL” means usage is typically intermittent, meaning it's only used for a portion of the year and may not be needed or available during other times.

“REGULATIONS” means the regulations under the *Safety Codes Act* (Alberta).

“REMOTE READING DEVICE” means the device used to remotely read the Utility Meter.

“RESIDENTIAL” means the designation or classification of land or property primarily for a Dwelling unit and living purposes, excluding commercial or industrial activities.

“RIGHT OF WAY” means the legal right, established by usage or grant, to pass along a specific route through grounds or property belonging to another.

“RUNS TO WASTE” or **“RUN TO WASTE”** means to be unused or squandered.

“SERVICE CALL” means an on-site service provided by a service provider to the location of something in need of diagnosing or servicing under this Bylaw.

“SERVICE PIPE” means the pipes used or intended to be used for the supply of water or the collection of Wastewater, as the context may require, and which are located within a MDLSR right-of-way.

“SERVICE BOX” means the operating rod, casing, and top box necessary for the operation of a Service Valve from ground level.

“SERVICE KILL” means the physical disconnection of a water Service Pipe from a Water Main.

“SERVICE VALVE” means the valve on a Service Pipe.

“SEWER” means a pipe or conduit for carrying Wastewater.

“SHUT-OFF” means an interruption in or discontinuation of the supply of water.

“SINGLE FAMILY RESIDENTIAL BUILDING” means a Building containing one residential dwelling unit only and which is not attached to any Building and shall include a manufactured home for the purpose of this Bylaw.

“SPECIAL METER READING” means a reading taken by a person authorized by the MDLSR to read a Meter for billing purposes at a time other than the normal billing cycle reading.

“SPECIFIED PENALTY” means the amount set out in this Bylaw that can be paid by a defendant who is issued a Violation Ticket and is authorized to make a payment without a Court appearance.

“SPRINKLERING” means the distribution of water to the surface or subsurface of lawns, gardens, or other areas situated outside buildings by pipes, hoses, sprinklers, or any other method, and shall include all uses of water other than human and commercial consumption and firefighting.

“STANDARD METHODS” means the latest edition of “Standard Methods for the Examination of Water and Wastewater” as published by the American Public Health Association.

“STORM DRAIN” or **“STORM SEWER”** means a sewer which carries storm and surface waters and drainage, but does not carry Wastewater or industrial wastes



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“**STREET**” means all those lands situated within a road plan registered pursuant to the *Land Titles Act* and, where the context permits, includes a Highway.

“**SUSPENDED SOLIDS**” means solids that either float on the surface of, or are in suspension in, water, Wastewater, or other liquid, and which are removable by laboratory filtering.

“**TURN ON**” means the commencement and provision of water or Sewer to a Building or Property.

“**UTILITY**” means the MDLSR’s water system, Wastewater system and storm water system.

“**VIOLATION TAG**” means a notice or tag in the form as approved by the CAO, issued by the MDLSR, allowing a Voluntary Payment option of a fine established under this Bylaw.

“**VIOLATION TICKET**” means a violation ticket under Part 2 or Part 3 of the *Provincial Offences Procedures Act* (Alberta).

“**VOLUNTARY PENALTY**” means a payment, in part or in full, of a Specified Penalty and the applicable surcharge, if any, as set out in the *Provincial Offences Procedures Act* (Alberta).

“**WASTE**” means any solid or liquid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposed of, but does not include recyclables.

“**WASTEWATER**” means the composite of water and water-carried wastes from residential, commercial, industrial, or institutional premises or any other source.

“**WASTEWATER FACILITIES**” means the land, Buildings, equipment, and other facilities used by the MDLSR for the collection, treatment, and disposal of Wastewater.

“**WASTEWATER SURCHARGE**” means a greater volume of wastewater than the collection system can convey in each amount of time.

“**WATER FACILITIES**” means the land, Buildings, equipment, and other facilities used by the MDLSR for treatment and supply of water.

“**WATER MAIN**” means those pipes installed by the MDLSR for the conveyance of water throughout the MDLSR to which Service Pipes may be connected.

“**WASTEWATER MAIN**” means those pipes installed by the MDLSR for the conveyance of Wastewater throughout the MDLSR to which Service Pipes may be connected.

“**WATERCOURSE**” is defined as the bed, bank, or shore of a river, stream, creek, or lake, whether it contains or conveys water continuously or intermittently.

3. GENERAL ADMINISTRATION OF THE UTILITY

3.1 The MDLSR shall be responsible as provided in this Bylaw for the operation, management, and regulation of all MDLSR facilities and equipment for Wastewater collection, treatment and disposal and the treatment and distribution of water within the MDLSR.

3.2 Management of the Utility:

- a) The Utility shall be managed and supervised by a Designated Officer, as determined, and directed by the CAO.
- b) The Designated Officer may establish standards, guidelines and specifications for the design, construction and maintenance of all works required for the operation of the Utility.

3.3 The Designated Officer shall exercise the powers and perform the duties with respect to the Utility given or assigned to him/her by this and any other Bylaw of the MDLSR and any order or direction of the CAO.

3.4 Any duly authorized employee of the MDLSR, or contractor engaged by the MDLSR, bearing proper credentials and identification, may enter upon any Property for the purpose of inspection, observation, measurement, sampling or testing in accordance with the provisions of this Bylaw. If such an inspection discloses any failure, omission, or neglect



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respecting any Water or Wastewater services upon the Property, or discloses any defect in the location, construction, design, or maintenance of any facility or connection, the Person making such inspection may, in writing, notify the Consumer, Owner, or Occupier to rectify the defect within a reasonable time as determined by the CAO. Such person shall within the time specified in the notice rectify the defect or issue complained of in the Notice.

3.5 Any duly authorized employee of the MDLSR, or contractor engaged by the MDLSR, bearing proper credentials and identification may enter upon any Property which is subject to an easement in favor of the MDLSR for the purpose of, but not limited to the inspection, observation, measurement, repair, or maintenance of any portion of Utility works lying within such easement.

3.6 If a Person is required under this Bylaw to pay for the cost of work completed by the MDLSR or a contractor engaged by the MDLSR, the cost shall include an administration fee equivalent to 15% of the total of all the MDLSR's expenses arising out of such work.

3.7 Unless otherwise provided, all fees and other charges payable to the MDLSR for or in respect of the issuance of permits and other Utility services provided by the MDLSR pursuant to this Bylaw shall be levied and paid in accordance with the Fees for the Provision of Goods and Services Bylaw (as amended from time to time).

3.8 Where an Owner or Occupant requests the MDLSR to investigate a failure of or interference with Utility Services to a Building, and where such investigation involves an excavation on MDLSR property at or near the Service Box location, the Owner or Occupant, as the case may be, shall sign a form, as provided by the MDLSR, outlining the respective rights and obligations of the Owner/Occupant and the MDLSR.

3.9 Where the investigation by the MDLSR reveals that the failure or interference with the Utility service is on the Municipal Service Pipe, the MDLSR shall make all necessary repairs and no charge will be payable by the Owner or Occupant, as the case may be, except for costs relating to Service Box repairs. Should the Property be adjacent or abutting to a HIGHWAY or EASEMENT, The MDLSR will be responsible for the repair of the service pipe up to the boundary of the HIGHWAY or EASEMENT.

3.10 Where the investigation by the MDLSR reveals that the failure of or interference with the Utility service is on a Private Service Pipe, HIGHWAY, or EASEMENT, the MDLSR shall charge to the Owner's Account the full cost of the investigation and any repairs completed by the MDLSR or its agent.

3.11 Where an Owner or Occupant has proceeded with investigations or repairs on MDLSR property or Municipal Service Pipe without written authorization from the CAO, the Owner or Occupant shall assume all responsibility for the costs associated with such investigations or repairs including those on MDLSR property or the Municipal Service Pipe.

3.12 Where the MDLSR has served a Notice on an Owner to repair a Service Box and the Owner has not complied within 48 hours, the MDLSR may proceed with repairs without further notice to the Owner and charge all costs incurred by the MDLSR to the Owner's Account.

4. NEW SERVICES

4.1 Installation and connection of Water Facilities or Wastewater Facilities:

- a) If a Municipal Service has been constructed Adjacent or Abutting to a Property, the Owner of each house or other Building used for human occupancy, employment, or recreation, shall install suitable Water and Wastewater Facilities therein and connect such facilities directly with the Municipal Service in accordance with this Bylaw.
- b) Each Utility service shall be constructed by a contractor approved by the MDLSR at the expense of the Owner of the Property benefited by the Utility service in accordance with this Bylaw.
- c) Should an existing Property require a Municipal Service to be constructed from the Water Main or Wastewater Main to the Service Valve, all expenses shall be the responsibility of the Owner of the Property benefited by the Utility service in accordance with this Bylaw.
- c) No Person shall install any Utility service such that it encroaches or crosses on any other Person's Property. Should such a Utility service be discovered the Consumer will be asked to remove and install the Utility service to bring it into compliance with this Bylaw.

4.2 Application for Private Service:



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- a) No Person shall make any connection to, alter, replace, or repair a Private Service without first obtaining a Private Service Application from the MDLSR.
- b) There shall be the following class of Private Service:
 - i) RESIDENTIAL;
 - ii) LIGHT INDUSTRIAL/COMMERCIAL; and
 - iii) HEAVY INDUSTRIAL;
- c) Application for a Private Service shall be made by the Owner of a Property in the form prescribed by the MDLSR and shall be accompanied by such plans, specifications or other information as may be required by the CAO.
- d) An application fee for each of the above classes of Private Service application shall be paid to the MDLSR at the time the application is filed.
- e) Each Private Service Pipe shall be constructed and maintained by the Owner of the Property on which it is in accordance with the requirements of this Bylaw and the Regulations.
- f) No Person shall use or obtain water unless
 - i) An Account has been opened; and
 - ii) The water has passed through a Meter.
- g) In addition to any other penalty, any Person who uses water in contravention of the preceding clause shall pay the following charges:
 - i) All charges for water consumed or obtained in accordance with the Fees for the Provision of Goods and Services Bylaw (as amended from time to time) or as estimated by the CAO; and
 - ii) all charges to cover the MDLSR's costs associated with the unauthorized use of water.
- h) Where the MDLSR determines that valves, Meters or other appurtenances have been altered or broken and not reported, the MDLSR shall, in addition to any other penalty, estimate the quantity of water consumed or obtained, and charge the Consumer rates in accordance with the Fees for the Provision of Goods and Services Bylaw (as amended from time to time).

4.3 Application for a water or Sewer service:

- a) Application for connection of water or Sewer service to a Property shall be made by the Owner in the form prescribed by the MDLSR and it shall be accompanied by a site plan showing the size and location of the service.
- b) The cost to restore a Highway or Street impacted by the connection of water or Sewer service to a Property shall be paid by the Owner of that Property to the MDLSR prior to installation of the service.
- c) Prior to the installation of the service, the Owner must provide Notice to the CAO of the installation date of the service, confirmation that Adjacent landowners have been provided written notice of the installation work, detour plans respecting any Highway or Street impacted by the service installation, and any other information requested by the CAO.
- d) No Person shall use or obtain water unless:
 - i) An Account has been opened; and
 - ii) the water has passed through a Meter.
- e) In addition to any other penalty, any Person who uses water in contravention of the preceding clause shall pay the following charges:
 - i) All charges for water consumed or obtained in accordance with the Fees for the Provision of Goods and Services Bylaw (as amended from time to time) or as estimated by the CAO; and
 - ii) all charges to cover the MDLSR's costs associated with the unauthorized use of water.
- f) Where the MDLSR determines that valves, Meters or other appurtenances have been altered or broken and not reported, the MDLSR shall, in addition to any other penalty, estimate the quantity of water consumed or obtained, and charge the Consumer rates in accordance with the Fees for the Provision of Goods and Services Bylaw (as amended from time to time).



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5. BILLING AND COLLECTION OF UTILITY CHARGES

- a) The charges by the MDLSR for the supply of water and the collection and disposal of Wastewater shall be levied and collected as provided in the Fees for the Provision of Goods and Services Bylaw (as amended from time to time).

6. WASTEWATER SERVICE USE OF PUBLIC SEWER

6.1 Restricted Discharge

- a) No Person shall discharge into any Storm Sewer or Natural Outlet within the MDLSR or in any area under the authority of the MDLSR, any Wastewater or other contaminated Waters.
- b) No Person shall discharge any water or Wastewater into a Wastewater Facility unless through an approved connection complying with the provisions of this Bylaw.
- c) No Person shall discharge contaminated Waters into any Wastewater Facility or Water Facility without written consent from the CAO.

6.2 Restricted Facilities

Except as permitted by this Bylaw, no Person shall construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for collection or disposal of Wastewater.

PRIVATE WASTEWATER DISPOSAL

6.3 Public sewer not available

If a Property does not have access to a Sanitary Sewer, then the Wastewater facilities in any house or other Building on such Property shall be connected to a private Wastewater disposal system complying with the provisions of this Bylaw and provincial standards.

6.4 Permit for Private Wastewater Disposal System

- a) No Person shall install or use a private Wastewater disposal system without first obtaining a permit from the MDLSR.
- b) Application for a private Wastewater disposal system permit shall be made on a form prescribed by the MDLSR and it shall be accompanied by any plans, specifications and other information as may be required by the CAO or provincial legislation.

6.5 Requirements for Private Waste Disposal

- a) The type, capacity, location, and layout of a private Wastewater disposal system shall comply with all requirements of the *Safety Codes Act* (Alberta).
- b) No private Wastewater disposal system shall discharge to any Storm Sewer or Natural Outlet.

6.6 Availability of Public Sewer

- a) If a Sanitary Sewer has been constructed Adjacent or Abutting to a Property on which a private Wastewater disposal system is installed, the CAO may give the Owner of the Property Notice to install suitable Wastewater facilities thereon and connect such facilities directly with the Sanitary Sewer within sixty (60) days of such Notice being given.
- b) If such Notice is given, the private Wastewater disposal system shall be abandoned, cleaned and filled with dirt or pit-run gravel, or removed and replaced with fill material approved by the CAO at the Owner's sole expense.

6.7 Operation of Private Wastewater Disposal System

The Owner of a Property shall always operate and maintain in a sanitary, safe, and unobtrusive manner any private Wastewater disposal system located on such Property.



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6.8 Hauling Wastewater for Treatment

Every Person delivering Wastewater to the Plant for treatment shall:

- a) Ensure that the Wastewater delivered does not include any Deleterious substances;
- b) Prior to disposal of the Wastewater:
 - i) Report to the designated location at the Plant to complete and sign a manifest;
 - ii) Provide such information with respect to the Wastewater as the MDLSR may require; and
 - iii) Permit samples of the Wastewater to be taken and analyzed, as required;
- c) Comply with all the rules and regulations of the MDLSR with respect to the disposal of the Wastewater;
- d) Pay the fees prescribed by the MDLSR as provided for in the Fees for the Provision of Goods and Services Bylaw (amended from time to time); and
- e) Discharge the Wastewater only at the location at the Plant designated by the MDLSR.

6.9 Rejection of contaminated Waste

- a) If water or Wastewater is proposed to be discharged from a Property to a Public Sewer, which contain any substance or possesses the characteristics of any substance enumerated in this Bylaw or any other substance which, in the opinion of the CAO would have a Deleterious effect upon the Wastewater Facility or Water Facility, or which otherwise creates a hazard to life or environment, or constitutes a public nuisance, the CAO may:
 - i) Reject the water or Wastewater;
 - ii) Require pre-treatment to an acceptable condition before the water or Wastewater can be discharged to the Public Sewer;
 - iii) Require control over the quantities and rates of discharge; and/or
 - iv) Require payment by the Owner or Occupant to cover the added cost of handling and treating the water or Wastewater, not covered by existing taxes or Wastewater service charges under the Fees for the Provision of Goods and Services Bylaw (as amended from time to time).
- b) If the CAO permits the pre-treatment or equalization of water or Wastewater flows, the design and installation of the associated appurtenances and equipment shall be subject to the review and approval of the CAO, and to the requirements of all applicable codes, statutes, bylaws, and regulations.
- c) If preliminary treatment of Wastewater or flow-equalizing equipment is required by the MDLSR, the necessary facilities shall be provided by the Owner at the Owner's expense and shall be maintained in satisfactory and effective condition, also at the Owner's expense.

6.10 Maintenance of Sewers

- a) The MDLSR shall repair a Public Sewer from the Wastewater Main to the point where the Private Service is connected to the Service Pipe at the MDLSR's expense. Under no circumstances shall the MDLSR repair a Service Box.
- b) The Owner of a Property shall maintain the Sewer from the point where the Private Service is connected to the Building Service Pipe at the Owner's expense.
- c) If the point where the Service Pipe is connected to the Private Service cannot be established, such point of connection shall be deemed to be at the Property line.

6.11 Abandonment of Sewers



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If any Sewer connection is abandoned, the MDLSR shall, at the Property Owner's expense, effectively block such connection at a suitable location within the Owner's Property to prevent Wastewater backing up into the soil, or dirt being washed into the Sewer.

6.12 Separate Sewer Required

A separate Building Sewer shall be required for every Building except if a new Building is constructed Adjacent to an existing Building and, in the opinion of the CAO, it is not practicable to construct a separate Building Sewer to the new Building, the Building Sewer to the existing Building may be extended to the new Building.

6.13 Re-use of Building Sewers

- a) An existing Service Pipe may only be used to provide service to a new Building with CAO approval.
- b) Any Person wishing to obtain such approval must pay the cost of conducting a video scope of the Service Pipe and, if required, the cost of the excavation necessary to expose the Service Pipe for inspection.
- c) The Property Owner shall be responsible for all costs incurred by the MDLSR, or its contractors, in constructing a new Service Pipe if the old Service Pipe is deemed unacceptable for reuse. This shall also apply where the Owner's Property is not at an elevation to adequately drain the premises by gravity or if the Owner proposes to increase the size of the applicable Utility service.

6.14 Requirements for Building Sewer

- a) The size, slope, alignment, and materials used in the construction of a Building Sewer and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench shall all conform to the requirements of the Regulations and applicable rules and regulations of the MDLSR.
- b) In the absence of applicable provisions in the MDLSR's Land Use Bylaw (as amended from time to time), the materials and procedures set forth in standards published by ASTM International, the Canadian Standards Association (CSA), and the American Waterworks Association shall apply to the construction of a Building Sewer.
- c) A Building connected to a Gravity Sewer shall have a minimum diameter of 100 mm from the Main Clean-Out to the Wastewater Main or as otherwise directed.
- d) All Dwelling Units, Buildings or premises constructed with a basement or lower floor below the elevation of the front street must be protected from Sewer backup using a Backflow Preventer in accordance with the Regulations.

6.15 Restricted Connections to Building Sewer or Drain

Unless permitted by the CAO in writing, no Person shall connect any roof downspout, Weeping Tile, exterior Foundation Drain or Areaway Drain or collect or direct other sources of surface runoff or groundwater, to a Building Sewer or Building Drain which in turn is connected directly or indirectly to a Sanitary Sewer.

6.16 Inspection

- a) The Applicant shall arrange for the installation of a Private Service to be inspected by the MDLSR prior to any backfilling.
- b) The Applicant must ensure that the Service Box is at ground level and fully operational. If the Service Box is not visible and operational, it must be corrected by the Applicant at their sole expense.
- c) Unless the provisions of 6.16.a) and 6.16.b) are met the Utility service will not be Turned On.

6.17 Protection of People and Property

- a) All excavations for works required or permitted by this Bylaw shall be adequately guarded with barricades, lights, and other warning devices adequate to protect the public.



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- b) If required by the CAO or directed by a Designated Officer, the Owner of a Property, or any Person engaged in the construction of such works, shall immediately provide such additional barricades, lights and other warning devices or safety precautions.
- c) Streets, parklands, and other MDLSR property disturbed or damaged in the course of such works shall be restored to its original condition and in a manner satisfactory to the CAO.

6.18 Video Inspection or Electronic Line Location

Where a dispute exists as to the responsibility for Building Sewer failures or blockage, a video inspection or an electronic line location may be performed to determine the location of the problem. All costs associated with such inspection shall be borne by the party determined to be responsible for repairing the portion of the Building Sewer where the failure or blockage is found to exist.

6.20 Prior to the MDLSR doing any Utility service repairs, the Person requesting the same, shall sign a service request agreement authorizing the MDLSR to make the necessary repairs and invoice the cost to the Person in accordance with prevailing MDLSR rates as provided for in the Fees for the Provision of Goods and Services Bylaw (amended from time to time).

6.21 Pursuant to section 553(a) of the MGA, all costs associated with the MDLSR conducting Utility service repairs shall be a debt due and owing to the MDLSR and shall be recoverable, if unpaid, by charging the costs of such work to the tax roll for the subject Property.

6.22 Authority to Sample

The CAO may sample and analyze the characteristics of the Wastewater being discharged into the Wastewater Facilities from any Property which by reason of the type of industry or business being conducted or operated thereon, or for any other reason is, in the CAO's opinion, likely to produce Deleterious substances.

6.23 Duration of Sampling and Analysis

The CAO may take and analyze samples over a period which, in the CAO's opinion is sufficient to permit the determination of the quality of the average effluent from a Property under normal conditions.

6.24 Request for Additional Sampling

If the Owner or Occupant of a Property to which a Wastewater Surcharge is applicable and is of the opinion that the degree of concentration of the Wastewater discharge from the Property differs from that shown in a test ordered by the CAO, such Owner or Occupant may ask the CAO to conduct a further test at the Owner or Occupant's expense, as the case may be.

6.25 Special Agreements

This Bylaw shall not be construed to prevent any agreement or arrangement between the MDLSR and any Person in which the MDLSR may accept Industrial Wastes for treatment.

7.0 WATER PROTECTION FROM DAMAGE

No Person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment which is part of a Utility.

ADMINISTRATION OF WATER SUPPLY

7.1 Authority to Shut Off

- a) In cases of emergency, as determined by the CAO in their sole discretion, the CAO may Shut-Off the supply of water to any Consumers for such length of time as the CAO deems necessary, provided that the CAO shall use reasonable efforts to give Notice to the affected Consumers.
- b) The CAO shall notify the Fire Department of any Shut-Off under section 7.1(a).
- c) The CAO may in a non-emergency situation, Shut-Off the water supply to any part of the MDLSR provided Notice of the Shut-Off is given to all affected Consumers.



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7.2 Supply of Water

- a) The MDLSR does not guarantee the pressure nor the continuous supply of water and the MDLSR may at any time, without notice, change the operating water pressure and Shut-Off water in accordance with this Bylaw.
- b) Any Person requiring a continuous and uninterrupted supply or pressure of water or having processes or equipment that require clear or pure water shall provide such facilities as that Person considers necessary to ensure a continuous and uninterrupted supply, pressure, or quality of water.
- c) The MDLSR may inspect the Property of a Consumer to do any tests on water piping or fixtures to determine compliance with this Bylaw. If the Consumer denies access to the Consumer's Property for that purpose, the supply of water to the Consumer may be Shut-Off.
- d) The MDLSR shall not be liable for damages:
 - i) Caused by the breakage of any Water Main, Service Pipe, Meter, Private Service, attachment, or for the breaching of any ditch; unless such breakages have been shown to be directly due to the negligence of the MDLSR.
 - ii) Caused by the interference or cessation of water supply necessary in connection with the repair or proper maintenance of the MDLSR's waterworks system; or
 - iii) for any accident due to the operation of the MDLSR's waterworks system unless such costs or damages have been shown to be directly due to the negligence of the MDLSR.

7.3 Bulk Water Sales

- a) Bulk Water may be purchased at the Bulk Water Stations which shall be open for this purpose.
- b) Charges for Bulk Water shall be as provided in accordance with the provisions of the Fees for the Provision of Goods and Services Bylaw (as amended from time to time).

7.4 Sprinklering

- a) The CAO may at such times and for such length of time as he considers necessary or advisable, regulate, restrict, or prohibit Sprinklering.
- b) In exercising the authority conferred by Section 7.4 (a), the CAO:
 - i) Shall through public Notice give reasonable detail of the regulation, restriction or prohibition on Sprinklering being imposed; and
 - ii) may regulate, restrict, or prohibit Sprinklering in all or any parts of the MDLSR and may provide various times during which different Consumers may Sprinkle by reference to direction, streets, odd and even street addresses, or in such other manner as the CAO in their absolute discretion considers appropriate.
- c) The CAO may cause the water supply to any Consumer who permits or allows Sprinklering in contravention of any regulation, restriction, or prohibition on Sprinklering to be Shut-Off until such Consumer enters into an agreement with the MDLSR to abide by and comply with such regulation, restriction or prohibition in a form acceptable to the CAO.

RESTRICTION OF WATER SUPPLY

7.5 General

- a) No Consumer shall operate, use, interfere with, obstruct, or impede access to Water Facilities or any portion which is on, or in the vicinity of the Consumer's Property in any manner not expressly permitted by this Bylaw.
- b) If a Consumer shall be in breach of Section 7.5(a), the CAO may cause the water being supplied to such Consumer to be Shut-Off without notice until such time as the Consumer brings themselves into compliance with all provisions of this Bylaw.



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7.6 Wastage

- a) No Consumer shall cause, permit, or allow the discharge of water so that it Runs to Waste, whether by reason of leakage from underground piping, a faulty plumbing system or otherwise.
- b) The CAO may cause the water supply to any Consumer who violates Section 7.6(a) to be Shut-Off until such time as such Consumer establishes to the satisfaction of the CAO that they have taken such steps as may be necessary to ensure that any water supplied to them by the MDLSR will not Run to Waste.
- c) The CAO shall, if he considers it practicable to do so, give notice to a Consumer prior to causing the water supply to the Consumer to be Shut-Off.
- d) Notwithstanding the foregoing, the CAO may under such conditions as they consider reasonable allow a Consumer to discharge water so that it Runs to Waste if the Consumer's water service would be susceptible to damage as a result of not allowing it to Run To Waste.

7.7 Use of Water

No Consumer shall:

- a) Increase the usage of water beyond the limits as set out in the Fees For The Provision Of Goods And Services Bylaw (as amended from time to time).

7.8 Service Calls

If a Consumer requests a Service Call and the MDLSR's employee, or contractor acting on behalf of the MDLSR, responding to the call is for any reason unable to enter the Consumer's Property, the Consumer shall still be required to pay the fee for Service Calls as set out in the Fees For The Provision Of Goods And Services Bylaw (as amended from time to time), even if no service is provided by the MDLSR.

7.9 Operation of Valves

Unless authorized by the CAO or as otherwise provided for in this Bylaw, no Person shall:

- a) Operate, manage, or interfere with a Service Pipe, Water Main, MDLSR Meter, Service Valve, fire hydrant or other appurtenances of the MDLSR's waterworks system;
- b) Make, keep, use, or dispose of any key or wrench, the purpose of which is to operate any Service Valve, fire hydrant, chamber, or any other appurtenances of the MDLSR's system; or
- c) Obstruct or impede free and direct access to any Service Pipe, Water Main, Service Valve, fire hydrant, MDLSR Meter, or other appurtenances on the MDLSR's waterworks system.

Notwithstanding the preceding clauses of this section, the CAO may provide written consent to a Person for the operation of a Service Valve when the Person requires such consent to fulfil an agreement to construct or reconstruct any portion of a Service Pipe.

7.10 Operation of Fire Hydrants

- a) No Person other than authorized personnel shall operate or tamper with a fire hydrant under any circumstances.
- b) Fire hydrants shall not be used for any purpose other than fire protection, unless the CAO has provided written approval.
- c) No Person shall allow anything to be constructed, placed, erected, or planted Adjacent to a fire hydrant, which may in any way interfere with access to, use, maintenance, or visibility of the fire hydrant.
- d) Any Owner or Occupant of a Property with a fire hydrant Adjacent to such Property shall be responsible for clearing snow and cutting weeds or grass around the fire hydrant in a manner that



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allows the fire hydrant to be clearly visible and accessible from the point on the Street closest to the fire hydrant. If a fire hydrant is equidistant from two Properties:

- i) The Owner or Occupant of the Property immediately to the north or west of the fire hydrant shall comply with the provisions of Section 7.10(d).
- e) Fire hydrants installed on Private Property shall be maintained by the MDLSR at the Owner's expense.

7.11 Backflow Prevention

- a) No Consumer shall cause, permit, or allow to remain connected to his water supply system any piping, fixture, fitting container, or other apparatus which may cause water from a source other than the Water Facilities or any other actual or potentially harmful or Deleterious liquid or substance to enter the Water Facilities. All Consumers, when instructed to do so by the CAO or a Designated Officer, shall install, and maintain at their own expense, a backflow preventer.
- b) If a condition is found to exist which is contrary to Section 7.11(a), the CAO shall, depending on the nature of the hazard, Shut-Off the Private Service being supplied to the Consumer until the CAO is satisfied that the Consumer has remedied the contravention and is otherwise complying with all of the provisions of this Bylaw.

7.12 Meters

- a) All water supplied by the MDLSR through a Private Service shall be measured by a Meter except for approved non-metered Consumers.
- b) All Owners/Consumers shall purchase their Meters through the MDLSR.

7.13 Installation Responsibility

- a) All Meters shall be installed by a qualified professional, instructed, and hired by the Consumer, who must comply with all the provisions and standards set out in this Bylaw. All costs to install and maintain a Meter are the sole responsibility of the Consumer.
- b) Any Consumer:
 - i) Whose water supply is not metered, or
 - ii) whose Meter is not positioned to the satisfaction of the CAO, shall, at the Consumer's expense, arrange for installation of a new Meter or for the Meter to be moved, as required.

7.14 Subsidiary Meter

A Consumer may, for their own benefit, and at their own cost, install a Meter between the Meter supplied by the MDLSR and the point of use of the water supply, provided the MDLSR shall under no circumstances be required to maintain or read such Meter.

7.15 Special Meter Readings

A Consumer who asks the MDLSR for a Special Meter Reading shall pay the fee specified in the Fees for the Provision of Goods and Services Bylaw (as amended from time to time).

7.16 Testing or Calibration on Disputed Meter Readings

- a) If a Meter is disputed by either the MDLSR or a Consumer, the party disputing the reading shall give written Notice to the other party. Following such Notice, the Meter in question shall be assessed or calibrated by a Person appointed by the MDLSR.
- b) If the Meter is found to be accurate within 95% to 103% of the water passing through it, the expense of the test or calibration shall be borne by the party disputing the reading in the amount specified in the Fees for the Provision of Goods and Services Bylaw (as amended from time to time).



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- c) If the Meter is found not to be accurate within those limits:
 - i) It shall be forthwith repaired or replaced and the cost, as well as the expense of the test or calibration, shall be borne by the MDLSR; and
 - ii) the accounts based upon the readings of that Meter during the period of six (6) months immediately preceding the date of the test or calibration shall be corrected to reflect the error in the Meter and the Consumer shall pay, or there shall be refunded to the Consumer, the amount so determined, which payment or refund shall be accepted by both the MDLSR and the Consumer in full settlement of any claim arising out of the error in the Meter.

7.17 Meter Chamber

If in the opinion of the CAO, a Building or other location to be supplied with water does not have an acceptable site for the installation of a Meter, the Consumer shall, at the Consumer's expense, construct on the Private Service a Meter Chamber for a Meter, such Meter Chamber to be satisfactory to the CAO in all respects, including siting, construction, size, and access. The Consumer shall, at the Consumer's expense, thereafter, maintain the Meter Chamber to the satisfaction of the CAO.

7.18 Meters and Services

- a) The MDLSR shall not be obligated to supply more than one Meter per Private Service.
- b) For each additional Meter supplied by the MDLSR to a Building or Private Service, the Consumer shall be responsible for an additional Account.
- c) If a Building is to be constructed over more than one title, whether condominium titles or otherwise, then a separate Account and a Meter is required for each portion of the Building that is situated on a separate title.
- d) If an existing Building is to be subdivided into separate titles, whether condominium titles or otherwise, then a separate Account and a Meter is required for each additional title created prior to subdivision approval being granted.

7.19 Meter Size

The size of a water Meter shall be determined as follows:

- a) If the internal diameter of the Private Service is 25 mm or less, a 16 mm Meter shall be used.
- b) If the internal diameter of the Private Service exceeds 25 mm, the size of the Meter shall be one size smaller than the size of the Private Service.

7.20 Non-Registering Meter

- a) If it is determined by the CAO or a Designated Officer, that a Meter has failed to properly record the flow of water, the CAO shall estimate the flow based upon such method as they consider to be fair and equitable, under the circumstances.
- b) A Consumer shall immediately notify the MDLSR of any breakage or stoppage of a Meter or any irregularity in its operation.
- c) A Consumer shall contact a qualified professional to replace and or repair any failed Meter in accordance with this Bylaw.

7.21 Protection of Meter

- a) A Consumer shall adequately protect any Meter on the Consumer's Property against freezing, heat and any other internal or external damage.
- b) No Consumer shall obstruct, interfere with, or impede direct, safe, and convenient access to any Meter for the purpose of the installation, inspection, removal, replacement, repair, and reading of such Meter.



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- c) No Consumer shall break or tamper with any Meter, Remote Reading Device, or Communication Wire or seal.
- d) A Consumer may only relocate, alter, or change an existing Meter with the written approval of the CAO and at the Consumer's expense.
- e) If a Meter is removed or stolen, the Owner of the Property on which it was located shall pay the cost of acquiring and installing a replacement Meter.

7.22 Reading

- a) If practicable, all Meters shall be read at least once every month. If any Meter cannot be read within such period, the CAO may estimate the flow of water upon such basis as he considers to be fair and equitable.

7.23 Bypasses

- a) No Consumer shall create, install, or operate a Bypass unless and until they have obtained written consent from the CAO.
- b) Where a Bypass has been created, installed or is being operated by a Consumer, a Consumer shall be responsible for payment for water supplied through, but not recorded on, the Meter on the Consumer's Property, and the Account shall be based on the volume of water estimated by the CAO.

7.24 Meter Valves

- a) All Owners shall, at their own expense, supply, install, and maintain a Main Shut-Off Valve.
- b) The Main Shut-Off Valve shall be located immediately before the Meter.

7.25 Remote Reading Devices

- a) The MDLSR shall supply Remote Reading Devices on all Private Services at full cost to Consumers.
- b) Subject to the CAO's written approval, a Remote Reading Device may be relocated at any time at the Consumer's expense.
- c) If at any time there is a conflict between the reading recorded by a Remote Reading Device and the Meter, the reading recorded by the Meter shall be deemed to be accurate.

7.26 Construction Meters

- a) For providing temporary water services during construction, the MDLSR may install or request a Construction Meter to be installed at the Applicant's expense. Standard rates apply as per the Fees for the Provision of Goods and Services Bylaw (as amended from time to time).
- b) The Consumer shall ensure that the Construction Meter is changed to a Meter before a Building is occupied.

SERVICES AND SERVICING

7.27 Plumbers and Plumbing Contractors

All Persons doing any work or service upon a Private Service or the plumbing system attached there to must comply with the Regulations and this Bylaw.

7.28 Minimum Size of Service

The size of the Utility service required for residential purposes shall be determined by the Regulations provided that the MDLSR shall not install a water Service Pipe having a size smaller than 20 mm.

7.29 Depth of Service



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Water Service Pipes shall be at least 2.3 metres below the final ground level at the foundation of a Building and at least 2.7 metres below ground level at the Property line.

7.30 Fire Protection Service

- a) A Combined Service or Fire Line shall not be installed without the prior written approval of the CAO.
- b) A Fire Line shall be used only for fire protection purposes.
- c) If the CAO shall determine that a Meter should be affixed to a Fire Line, a Meter shall be supplied and installed in a manner satisfactory to the CAO at the Consumer's expense.

7.31 Temporary Water Service

- a) If for any reason a temporary water Service Pipe is required, the Applicant shall pay to the MDLSR in advance the cost of its construction and abandonment as estimated by the CAO, in their sole discretion.
- b) A Meter shall be installed on a temporary water Service Pipe at a location approved by the CAO, in writing.

7.32 Discontinuation of Service

- a) No permit for the demolition or removal of a Building shall be issued by the MDLSR and neither shall any Person cause, permit or allow to be demolished or removed, a Building connected to a Water Main until an application has been made to the MDLSR for the discontinuation of water service.
- b) If the potential for reuse of the water or water Service Pipe exists, or for any other reason the CAO deems acceptable, the water Service Pipe may be temporarily disconnected at the Property line by the MDLSR at the Owner's expense as per the Fees for the Provision of Goods And Services Bylaw (as amended from time to time).
- c) If, in the CAO's opinion, a temporary disconnection is inappropriate, a Service Kill shall be performed at the Water Main at the Owner's expense.

7.33 Maintenance of the Water Service

- a) The MDLSR shall, at its expense, maintain the water Service Pipe from the Water Main up to the connection with the Private Service Pipe, including the Service Valve.
- b) An Owner shall, at their expense, maintain the water Service Pipe from their Building up to and including the connection with the Service Pipe and the Service Box.

7.34 Protection of Service Boxes

- a) Service Boxes to Buildings shall always be protected from damage by the Owner.
- b) At all times during construction, the Owner shall keep or cause to be kept the Service Box exposed at the final grade level and clearly marked with a blue wooden stake.
- c) If the Service Box is damaged or buried the Owner shall, at his expense, repair or adjust the Service Box to specifications as directed by the MDLSR.
- d) If the Owner fails to comply with a Notice to repair the Service Box, the MDLSR may proceed with the work and all costs of such work shall be applied to the Owner's Account.

7.35 Replacement of Service Boxes

If the installation of a water and Sewer Service Pipe or the repair of a water and Sewer Service Pipe necessitates excavation at the Service Box, the MDLSR may require replacement of the Service Box by the Person conducting the



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installation or repairs. The Person conducting the installation or repairs is responsible for the cost of installing and replacing the Service Box.

7.36 Verification of Water Service Pressure

Any Person installing a Private Service Pipe is responsible for verifying that adequate water pressure exists at the Service Valve. If the MDLSR is notified at any time after the connection is made that there is a lack of pressure, and upon inspection, it is ascertained that the pressure is inadequate, the Person who installed the Private Service Pipe shall be responsible for the cost of re-excavating the Service Valve for the purpose of such inspection. If the Person does not pay the costs associated with the re-excavation of the Service Valve, then the Consumer shall be responsible for those costs.

8. OFFENCES

Any Person who contravenes any provision of this Bylaw is guilty of an offence and upon conviction shall be liable for a penalty as specified in Schedule "A" of the Community Standards and Safety Bylaw 2023-03 with reference to Section 10 of the Community Standards and Safety Bylaw 2023-03, as amended, and not exceeding \$10,000.

9. GENERAL PROVISIONS

9.1 It is the intention of Council that each separate provision of this Bylaw shall be deemed independent of all other provisions herein and it is the further intention of Council that if any provision of this Bylaw is declared invalid, all other provisions hereof shall remain valid and enforceable.

10. EFFECTIVE DATE

10.1 This Bylaw shall take effect on the date of the third and final reading.

READ for a first time this 26th day of March 2025

READ for a second time this 28th day of May 2025

READ for a third and final time this 28th day of May 2025

___ **"Original Signed"** _____

Murray Kerik, Reeve

___ **"Original Signed"** _____

Barry Kolenosky, Chief Administrative Officer

