

SUMMER VILLAGE OF SUNBREAKER COVE MUNICIPAL WASTEWATER COLLECTION BY-LAW 191-24

A BYLAW OF THE SUMMER VILLAGE OF SUNBREAKER COVE, TO REGULATE THE CONNECTIONS AND OPERATIONS OF A MUNICIPAL WASTEWATER COLLECTION SYSTEM IN THE SUMMER VILLAGE OF SUNBREAKER COVE.

Being a Bylaw of the Summer Village of Sunbreaker Cove to provide for the connection to and provision of wastewater services to residents of the Summer Village of Sunbreaker Cove.

WHEREAS The Municipal Government Act, RS.A. 2000, c. M-26 and amendments thereto provides a Municipal Council with the authority to pass bylaws respecting public utilities;

NOW THEREFORE the Council of the Summer Village of Sunbreaker Cove in the Province of Alberta, duly assembled, hereby enacts as follows:

1 TITLE AND GEOGRAPHIC SCOPE

- 1.1 This Bylaw will be referred to as the "Municipal Wastewater Utility Bylaw".
- 1.2 This Bylaw shall only be applicable within the boundaries of the Summer Village of Sunbreaker Cove as depicted in Schedule "A" attached hereto.

2 DEFINITIONS AND INTERPRETATION

- 2.1 In this Bylaw:
 - a) "Annual Rate Rider" means that annual rate rider as described within Schedule "B", payable by each Owner who has not paid the Collection Fee in lump sum, as described within Schedule "B".
 - b) "Bylaw Officer" means an individual employed by the Summer Village in the position of Bylaw Officer.
 - c) "Charges" means those amounts charged to an Owner as contemplated within Section 5.2 and 10.1 of this Bylaw, as well as Schedule "C".
 - d) "Chief Administrative Officer" means the chief administrative officer of the Summer Village or their delegate.
 - e) "Collection Fee" means that fee payable by each Owner not later than upon connection to the Municipal Wastewater System, as described within Schedule "B".
 - f) "Council" means the Council of the Summer Village of Sunbreaker Cove.
 - g) "Curb Stop Valve" is the isolation valve placed by the Summer Village which controls the flow of wastewater from the property to the main line of the Municipal Wastewater System.
 - h) "Customer" means any person who is the Owner of any lot

connected to or provided with Wastewater Services pursuant to this Bylaw.

- i) "Force Majeure" means events arising from acts of God, strikes, lockout, or other industrial disturbances, acts of public enemy, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, floods, earthquakes, explosions, fires, civil disturbance, mechanical breakdowns, intervention of federal, provincial, state or local government or from any of their agencies or boards, the order or direction of any court, and any other causes whether of the kind herein enumerated or otherwise, not within the reasonable control of the Summer Village and which by the exercise of reasonable diligence and at a reasonable cost the Summer Village is unable to prevent or overcome;
- j) "Manager" means the Chief Administrative Officer for the Summer Village of Sunbreaker Cove or his or her designate.
- k) "Municipal Tag" means a tag or similar document issued by the Summer Village pursuant to the Municipal Government Act that alleges a bylaw offence and provides a Person with the opportunity to pay an amount to the Summer Village in lieu of prosecution for the offence, and "Municipal Tags" means two or more of them.
- l) "Municipal Wastewater System" means the Sunbreaker Cove Municipal Wastewater Collection System operated by the Summer Village for the collection and treatment of wastewater.
- m) "Owner" means the registered Owner of land and includes the purchaser thereof, and where the context so requires the Owner of the land receiving Wastewater Services pursuant to this Bylaw
- n) "Peace Officer" means a Person employed by the Summer Village in the position of peace officer in accordance with the Provincial Offences Procedure Act and includes a member of the Royal Canadian Mounted Police.
- o) "Person" means a human being, a corporation or other legal entity.
- p) "Regional Wastewater System" means the Sylvan Lake Regional Wastewater Commission System to which the wastewater collected within the Summer Village of Sunbreaker Cove is delivered for disposal.
- q) "Secondary Servicing" means:
 - i) servicing of any property located within the Summer Village for Wastewater Services, or any service similar to Wastewater Services, by or through any neighbouring property or Service Connection located upon any neighbouring property; and/or
 - ii) connection of any building or improvement within any property located within the Summer Village to any piping that carries Wastewater to or through a

neighbouring property;

except in the case of neighbouring property owned or under the direction, control, and management of the Summer Village;

- r) "Service Connection" means the piping that extends from the owners holding tank to the force main for the provision of wastewater services and includes the grinder pump and high-level tank alarm.
- t) "Summer Village" means the Summer Village of Sunbreaker Cove.
- u) "Violation Ticket" means a violation ticket as defined in the *Provincial Offences Procedures Act*, and "Violation Tickets" means two or more of them.
- v) "Voluntary Payment" means a voluntary payment as defined in the *Provincial Offences Procedure Act (Alberta)*.
- w) "Wastewater" means all the composite of liquid and water-carried wastes associated with the use of water for drinking, cooking, cleaning, washing, hygiene, sanitation, or other domestic purposes and includes grey water.
- x) "Wastewater Services" means the wastewater collection and disposal provided by the wastewater system.

2.2 The Preamble and Schedules attached to this Bylaw form part of this Bylaw.

2.3 In this Bylaw the reference to the male gender shall include the female, and the singular, shall include the plural and vice versa.

2.4 Where a word or term in this Bylaw is defined by this Bylaw, derivatives of that word or term shall be interpreted to have the same general meaning as the defined word or term, as the context may require.

3 DELEGATION OF AUTHORITY

3.1 Council hereby delegates to the Manager authority to do all things necessary in order to fulfill the responsibilities and duties of the Summer Village with respect to the delivery of Wastewater Services under the Municipal Government Act and this Bylaw including the retention of contractors. The Manager is responsible for the operation of the Wastewater System in accordance with:

3.1.1 Provincial and Federal Statutes and Regulations.

3.1.2 This Bylaw and related Regulations.

3.2 The Manager may delegate to one or more Summer Village employees any of the duties hereby delegated to the Manager.

4 WASTEWATER SYSTEM

- 4.1 The Summer Village is hereby authorized to operate the Municipal Wastewater System for the purposes of supplying all properties within the Summer Village with Wastewater Services.
- 4.2 No person except the Summer Village may operate a wastewater collection or disposal system in the Summer Village except as permitted by this Bylaw or as specifically authorized in writing by the Manager. Without restricting the foregoing, except as permitted by this Bylaw or as specifically authorized in writing by the Manager, Secondary Servicing of property within the Summer Village is prohibited. Existing Septic fields and other wastewater systems will be considered illegal under this bylaw after 24 months from the commissioning of the Municipal Wastewater System.
- 4.3 All Owners of property within the Summer Village from which Wastewater is generated are required to connect to the Municipal Wastewater System by April 26, 2024, which is within 24 months of the commissioning of the Municipal Wastewater System, and if the property is connected to any other wastewater disposal system or septic field, disconnect from that wastewater disposal system or septic field prior to connecting to the Municipal Wastewater System.
- 4.4 The Manager may give to an Owner of a property located within the Summer Village who fails to connect to the Municipal Wastewater System within 24 months of the commissioning of the Municipal Wastewater System a notice requiring the Owner to connect to the Municipal Wastewater System within the time period specified in the notice, which period shall not be less than 30 days.
- 4.5 If an Owner of a property in the Summer Village fails to carry out the required steps and actions to the satisfaction of the Manager within the specified time period, the Summer Village may enter onto the property in question and take the necessary actions, including construction of the Service Connection, at the Owner's expense.
- 4.6 All Owners of property located within the Summer Village will be required to pay a Municipal Wastewater System connection fee as per the terms and conditions set out in Schedule B of this Bylaw.
- 4.6.1 All Owners must pay the connection fee prior to construction and upon the awarding of the construction contract by the Summer Village.
- 4.7 All Wastewater generated on a property connected to the Municipal Wastewater System shall be contained in a watertight holding tank with functioning high-level alarm for transfer to the Municipal Wastewater System and the Regional Wastewater Commission trunk line.
- 4.7.1 Notwithstanding 4.7 above, the use of outdoor showers will be allowed provided any soap, shampoo, or other

cleanser used contains no phosphates.

5 OPERATION OF WASTEWATER SYSTEM

- 5.1 Upon connection the Municipal Wastewater System and the commencement of Wastewater services, the Customer shall pay all Charges for Wastewater services performed by the Summer Village or its agents in accordance with this Bylaw, including as set out in Schedule "C". Unless otherwise indicated in the invoice issued by the Summer Village as to payment date, payment is due within 30 days of issuance of an invoice by the Summer Village.
- 5.2 Notwithstanding the forgoing and in addition to the payment of Charges, and the Collection Fee and/or Annual Rate Rider, the Customer shall be solely responsible for the construction, installation, and maintenance of the Service Connection, and where required by the Summer Village utilizing contractors approved by the Summer Village. The Customer will be responsible for directly hiring and paying any contractor to construct and install the Service Connection.
- 5.3 The installation the Municipal Wastewater System, Service Connections and related facilities shall be in accordance with the standards and specifications set out in the engineering design and as updated from time to time.
- 5.4 Where the Summer Village undertakes work pursuant to this Bylaw the costs to be charged to and to be payable by the Owners shall be calculated in accordance with costs and charges as set out in Schedule "C" of this Bylaw, or in the event that the Charges are not specifically contemplated by Schedule "C", in such amounts as the Manager may deem appropriate having regard to Schedule "C".
- 5.5 No Person shall install a Service Connection, including a grinder pump as approved by the municipality's engineers, without making an application for approval of such Installation to the Summer Village and obtaining approval of such service.
- 5.6 No Service Connection shall be activated on the Municipal Wastewater System until a Wastewater Utility Services Agreement has been signed by the owner.
- 5.7 With respect to the Summer Village's liabilities and responsibilities in providing the Wastewater services:
- 5.7.1 the Summer Village shall not be liable for any loss, injury, damage, expense, charge, cost, or liability of any kind, whether of direct, indirect, special, or consequential nature (except only as specifically provided for in this section) arising out of or in any way connected with any failure, defect, fluctuation, reduction, or interruptions in the provision of Wastewater services by the Summer Village to its Customers howsoever caused;
- 5.7.2 the Summer Village shall be liable only for direct physical loss, injury or damage to a Customer or Customer's property resulting from the willful act of the Summer Village, its employees, or agents in relation the provision of Wastewater services to a Customer;

- 5.7.3 for the purpose of defining the Summer Village's liability and restricting the generality thereof, "direct physical loss, injury or damage" shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of capital and loss of use of any facilities or property or any other similar damage or loss whatsoever arising out of or in any way connected with the failure, defect, fluctuation, reduction or interruption in the provision of Wastewater services to a Customer;
- 5.7.4 any claim filed by a Customer for direct losses, damages, expenses, charges, costs, or other liabilities must be filed with the Summer Village within 180 days from the date of the occurrence of the incident that is the subject of the claim, failing which the claim is deemed to be settled by continuation of the Wastewater service;
- 5.7.5 the Summer Village shall not be liable for damages
- 5.7.5.1 caused by the break or failure of any portion of the Municipal Wastewater System;
- 5.7.5.2 caused by the interference or cessation of Wastewater services in connection with the repair or proper maintenance of the Municipal Wastewater System; or
- 5.7.5.3 generally for any accident or incident due to the operation of the Wastewater services unless such costs or damages have been shown to be directly due to the willful act of the Summer Village or its employees.
Without limiting the generality of the foregoing, the Summer Village is not responsible or liable for costs or damages that are based on nuisance. All limitations, protections and exclusions of liability contained in any provincial or federal legislation shall be applicable to and shall benefit the Summer Village in respect of any action brought or contemplated in respect of the provision of the Wastewater services or anything else associated to these terms and conditions;
- 5.7.6 the Summer Village shall endeavor to provide regular and uninterrupted operations of the Wastewater services as provided in the terms and conditions. The right to discontinue Wastewater services for any reason with or without notice is fundamental to the terms and conditions of this Bylaw;
- 5.7.7 the Summer Village shall have the right to disconnect, interrupt or reduce Wastewater services at any time:
- 5.7.7.1 for making repairs or improvements necessary to facilitate construction, installation, maintenance, repair, replacement, or inspection of any part of the Municipal Wastewater System;
- 5.7.7.2 to restrict and regulate the storage and disposal of Wastewater;

5.7.7.3 to maintain the safety and reliability of the Wastewater services;

5.7.7.4 due to any other reason, including non-payment of Rates and/or Charges, emergencies, forced outages, Force Majeure or potential shortage or interference with the normal delivery of the Wastewater service;

5.7.8 the Summer Village will use reasonable efforts to:

5.7.8.1 provide notice of any Wastewater service reduction or interruption;

5.7.8.2 minimize such interruption duration and occurrences;

5.7.8.3 schedule planned interruptions as much as possible at times convenient to Customers.

5.8 Should the Summer Village be rendered unable (wholly or in part) by Force Majeure to carry out its obligation to supply Wastewater services, the Summer Village's obligations so far as they are affected by Force Majeure shall be suspended. The Summer Village shall where practicably give notice of the occurrence of Force Majeure to Customers affected.

6 SYSTEM EXTENSIONS AND INSTALLATION OF SERVICE CONNECTIONS

6.1 Provision of Service Connections to the Municipal Wastewater System.

6.1.1 Owners or their agents shall submit Service Connection design plans, duly signed by a Professional Engineer, to the Summer Village for review and approval prior to the start of Service Connection construction. Each Owner's Service Connection will tie into the Municipal Wastewater System at a point provided by the by the Summer Village near the property line, and except as permitted by this Bylaw or as specifically authorized in writing by the Manager may not pass through any other private property before reaching the Municipal Wastewater System.

6.1.2 Property owners are required to have the condition of their existing septic / holding tank assessed by a qualified inspector to ensure there is no groundwater infiltration into the tank, or loss of fluids to the surrounding soils.

6.1.3 The Summer Village may require changes to the designs for the Service Connection to ensure acceptable standards in design, materials, and construction.

6.1.3 The Summer Village has approved the engineering specifications for the installation of the Municipal Wastewater System and Service Connections during the initial construction phase. Installers are required to meet these specifications.

6.2 Service Connections on Summer Village Property or Owner's

Property

- 6.2.1 The Owner of a property connected to the Municipal Wastewater System is responsible for all costs of constructing or installing Service Connection which services the Owner's property, regardless of whether it is within the Owner's property, or within the Summer Village owned or controlled property. The portion on Summer Village owned or controlled property is paid for by the Municipal Wastewater Collection Fee unless the property is a new subdivision.
- 6.2.2 The Summer Village may install the Service Connection within the Summer Village property to the Owner's property boundary only.
- 6.2.3 The Summer Village may cause the installation of Service Connections to be performed by a private contractor at the cost of the Owner of property for which the Service Connection is installed.
- 6.2.4 An Owner shall be responsible to arrange and pay for the materials and installation of the Service Connection within his or her own property.
- 6.2.5 Notwithstanding Section 6.2.4, if the Summer Village determines that a Service Connection will be installed by the Summer Village or if an Owner fails to carry out and install a Service Connection as required by this Bylaw, the Summer Village may install such Service Connection within the Owner's property, at the Owner's expense.

6.3 Owner provided Service Connections

- 6.3.1 Where the Summer Village does not install the Service Connection the Summer Village shall require that all necessary permits are obtained and shall have the right of inspection.
- 6.3.2 The Owner shall advise the Summer Village of the time of Installation of a Service Connection and shall allow a plumbing and safety codes officer reasonable opportunity to inspect the installation for conformance to Summer Village standards and specifications.
- 6.3.3 Persons excavating for installation of a new holding tank shall not backfill until a request for inspection has been made to the Plumbing and Safety Codes Officer and the Plumbing and Safety Codes Officer, appointed by the Summer Village of Sunbreaker Cove, has done an inspection and approved the installation of the tank, pump, and connection to service connection piping.
- 6.3.4 When making a request for an inspection, five working days' notice will be required by the Plumbing and Safety Codes Officer and inspection will only be done during regular work hours.
- 6.3.5 Persons backfilling before requesting and receiving an

inspection may be required by the inspector to dig out and expose the Service Connection at the Owner's cost so that a proper inspection can be done.

7 REPAIR AND MAINTENANCE OF SERVICE CONNECTIONS

7.1 The Owner or occupant of a property shall ensure that any Curb Stop Valve adjacent to their property remains accessible and exposed. Where the Owner or occupier damages or causes the Curb Stop Valve to become inoperative, the Owner shall be responsible for repairs, damages, and/or replacement costs.

7.2 Any obstructions restricting access to the curb stop valve will be removed. Removal of these obstructions shall be at the cost of the Owner.

7.3 The Owner shall be responsible for the maintenance and repair of the Service Connection line located on the Owner's property including the thawing of frozen lines from the holding tank to the property line.

7.4 The Owner shall be responsible for clearing any blockages in the portion of the wastewater lines from a building to the holding tank or from the holding tank and to the property line.

7.5 The Owner shall be responsible for ensuring that a high-level alarm is powered and functioning at all times unless the municipal curb stop has been closed by the municipality.

7.6 The Summer Village may inspect the holding tank, pumps, and connections to ensure that they meet the engineering and operating standards.

7.6 The Summer Village shall be responsible for the maintenance and repair of the Service Connection line located on Summer Village lands including the thawing of frozen lines from the force main up to the property line.

7.7 Notwithstanding the foregoing, should damage to the Service Connection be caused by the negligence or improper action of the Owner or those for whom they are responsible, the costs for repairing or thawing lines and Curb Stop Valve will be charged to the Owner.

8. GOVERNING THE PROVISION AND USE OF THE WASTEWATER SYSTEM

8.1 Except where authorized by the Summer Village in writing no Person shall open, close, or interfere with any line, valve or vent connected to the Municipal Wastewater System.

8.2 The Summer Village may shut off Wastewater Services at the Curb Stop Valve, in which case no person shall turn on or attempt to turn on the Wastewater Services except where authorized by the Summer Village in writing.

9 RESTRICTED MATERIALS

- 9.1 No Person shall connect, cause to be connected, or allow to remain connected to the Municipal Wastewater System any piping, fixture, fittings, container, or appliance, in a manner which under any circumstances, may allow contaminated or polluted water or wastewater, including but not limited to those substances and limits described in Schedule E, or any other liquid, chemical or substance to enter the Municipal Wastewater System.
- 9.2 The Manager may issue such order or orders to the Owner of the property as may be required to ensure compliance with Article 9.1 of this Bylaw.
- 9.3 No Person shall throw, deposit, or leave in or upon the Municipal Wastewater System or any drain connected therewith, any material that may cause blockage of the Municipal Wastewater System, including its mains, Service Connections, or pumps.
- 9.4 No Person shall discharge into the Municipal Wastewater System or any drain connected therewith, any liquid or liquids that would prejudicially affect the Municipal Wastewater System, adversely affect the environment, cause pollution or be considered hazardous.
- 9.5 No Person shall make any connection with the Municipal Wastewater System, or any drain or pipe connected therewith for the purpose of conveying any inflammable, explosive, or hazardous material.
- 9.6 No Person shall make any connection with the Municipal Wastewater System, or any drain or pipe connected therewith for the purpose of conveying any surface water collected by drainage in weeping tile, eaves troughs or roof spouts.
- 9.7 No Person shall discharge the contents of any privy vault or manure pit, directly or indirectly into the Municipal Wastewater System, or any drain connected to the Wastewater System.
- 9.8 No Person shall turn, lift, remove, raise, or tamper with any ventilator of any Summer Village wastewater line, except where authorized in writing by the Summer Village.
- 9.9 No Person shall cut, break, pierce or tap into the Municipal Wastewater System.
- 9.10 In the event that the Summer Village feels they have reasonable grounds the Summer Village may upon reasonable notice and at reasonable times enter buildings or other places which have been connected to the Wastewater System to ascertain whether or not any improper material or liquid is being discharged in the Wastewater, and the Summer Village shall have the right to use any test or other means necessary to determine compliance with this Bylaw and to stop or prevent the discharge of any substances that are contrary to this Bylaw.
- 9.11 Discharges from “home occupation(s)” means any occupation, trade, profession, or craft carried on by an occupant of a

residential building as a use secondary to the residential use of the building.

9.11.1 No Person shall discharge or allow to be discharged any waste, product or by-product created or resulting from any trade, industrial or manufacturing process, directly or indirectly into the Municipal Wastewater System without such pre-treatment as shall be prescribed by the Summer Village for each such case.

9.11.2 The necessary pre-treatment works so prescribed shall be installed by the Customer at his own expense, prior to construction of the Connection and shall be continuously maintained and operated by the Customer.

9.11.3 No person shall discharge or allow to be discharged into the Municipal Wastewater System any materials found listed in Schedule "E" to this Bylaw which exceed the levels listed in Schedule "E" of this Bylaw.

9.11.4 Any person who breaches Section 9.11.3 of this Bylaw shall in addition to the penalty prescribed in Schedule Cs in this Bylaw will be liable for all costs incurred by the Summer village damage in remedying the situation caused by that breach, including all clean-up costs.

9.12 Grease traps of sufficient size and approved design shall be placed on the waste pipes from as the Summer Village may direct The Owner will be responsible for the installation and maintenance of the grease traps.

10 PENALTIES

10.1 Charges as prescribed in Schedule "D" will be imposed on any Customer issuing a payment to the Summer Village which is dishonored or returned with a notification of non-sufficient funds (N.S.F.) and those charges shall be added to the customer's account.

10.2 Any Person who breaches or contravenes any provision of this Bylaw is guilty of an offence and upon conviction, is liable to pay a fine as prescribed in Schedule "D" of this Bylaw together with any further or other sanction a court may impose.

11 EFFECTIVE DATE

11.1 This Bylaw shall take effect as and from the third and final reading. Bylaw #167-22 is hereby rescinded upon 3rd and final reading.

Read a first time this 29th day of April 2024.

Read a second time this 29th day of April 2024.

Read a third time and passed this 29th day of April 2024.

Jim Willmon, Mayor

Tanner Evans, CAO

SCHEDULE "A"

Map of Sunbreaker Cove Sanitary Collection System



**SCHEDULE “B”
Collection Fee**

1. **Collection Fee Calculation** – Owners shall pay a Collection Fee that is determined as follows:

$$\frac{\text{Total of Costs of Construction Incurred by Summer Village (Net of Grant Funding and Reserves)}}{\text{Total Number of Lots Served}}$$

2. **Estimated Collection Fee Calculation** – based upon the estimate costs of construction, the estimated Collection Fee is as follows:

$$\frac{\$1,165,007}{266} = \text{Collection Fee per lot of } \$4,380$$

3. **Payment Options** – Customers have the following payment options, and resulting applicable customer class, which selection will be confirmed within a customer service agreement:

(a) **Lump Sum** – Pay the Collection Fee in full, at any time on or before June 25, 2021. In the event of any change of the calculation of the Collection Fee amount, any balance owing by the Owner or any credit due to the Owner shall be payable within 30 days of the determination of final costs and the final Collection Fee amount; or

(b) **Annual Rate Rider** – Pay an annual rate rider of \$ 251.73 in each of 25 years, due the last business day of July. Opting for the annual rate rider will require the Owner to have a caveat registered on title providing notice of the payment option, which is to be removed when the last payment is complete, or the remainder of the annual rate rider payments are paid in full. The cost of registering the caveat will be the responsibility of the lot owner.

4. **Rate Table** – Based upon the estimated costs of construction, the current rate table for the Collection Fee is as follows:

ITEM/DESCRIPTION	COST
ANNUAL RATED RIDER	
<ul style="list-style-type: none"> • Wastewater – as per Wastewater Collection By-Law • 25 years/25 Payments • Commencing upon connection to the Wastewater System 	
ANNUAL RATE RIDER*	\$ 251.73
LUMP SUM CONNECTION FEE (OPTIONAL)	
<ul style="list-style-type: none"> • Wastewater – as per Wastewater Collection By-Law 	
LUMP SUM CONNECTION FEE*	\$4,380
(OPTIONAL)RATE RIDER BALANCE	
<ul style="list-style-type: none"> • Wastewater – as per Wastewater Collection By-Law • Formula: <i>25 times the annual rate rider, less payments collected to that point</i> 	
RATE RIDER BALANCE *	As Per Formula

** Collection Fees and costs of construction based upon current estimates, and may be subject to change. Any changes will be reflected in the Wastewater Collection Bylaw, and will result in changes to the lump sum or annual rate rider shown in this Schedule "B", and payable by the Customer in the same manner as above.*

SCHEDULE "C"
Charges

1. **Sewage Line Connection Rates** At Cost +25%
2. **Repair to damaged standpipe** At Cost +25%
3. **Cleaning plugged sewage** At Cost +25%
4. **After hours** At Cost +25%
5. **Reconnection fee** \$250.00
6. **Administration fee (initiating account)** \$15.00
7. **Late payment fees** 2% per month
8. **N.S.F. Fee** \$150.00
9. **Miscellaneous Items** - at costs +25% as determined by the Summer Village Chief Administrative Officer.

SCHEDULE "D"
Penalties

1. A Person who contravenes any provision of this Bylaw is guilty of an offence.
2. A Person who is guilty of an offence is liable to a fine in an amount not less than \$250.00 and not exceeding \$10,000.00, and to imprisonment for not more than 6 months for non-payment of a fine.
3. Without restricting the generality of paragraph 2 the fine amounts established for use on Municipal Tags and Violation Tickets, if a voluntary payment option is offered, are:

OFFENSE	AMOUNT
1st Offense	\$250.00
2nd Offense	\$500.00
3rd Offense	\$1,000.00

PLUS, the cost of remediation / rehabilitation required due to the nature of the offense.

4. Note that any penalty or remediation cost that remains unpaid will be transferred to the Property Tax account as per the conditions in Section 9 and late payment penalties will apply.
5. In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues and a Person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such day.
6. For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed also to be an act or omission of the Person if the act or omission occurred in the course of the employee's employment with the Person, or in the course of the agent's exercising the powers or performing the duties on behalf of the Person under their agency relationship.
7. When a corporation commits an offence under this Bylaw, every principal, director, manager, employee, or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence whether or not the corporation has been prosecuted for the offence.
8. If a partner in a partnership is guilty of an offence under this Bylaw, each partner in that partnership who authorized the act or omission that constitutes the offence or assented to or acquiesced or

participated in the act or omission that constitutes the offence is guilty of the offence.

9. A Peace Officer is hereby authorized and empowered to issue a Municipal Tag to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
10. A Municipal Tag may be issued to such Person:
 - (a) either personally; or
 - (b) by mailing a copy to such Person at his last known post office address.
11. The Municipal Tag shall be in a form approved by the Chief Administrative Officer and shall state:
 - (a) the name of the Person;
 - (b) the offence;
 - (c) the specified penalty established by this Bylaw for the offence;
 - (d) that the penalty shall be paid within 30 days of the issuance of the Municipal Tag; and
 - (e) any other information as may be required by the Chief Administrator.
12. Where a Municipal Tag is issued pursuant to this Bylaw, the Person to whom the Municipal Tag is issued may, in lieu of being prosecuted for the offence, pay to the Summer Village the penalty specified within the time period indicated on the Municipal Tag.
13. If a Municipal Tag has been issued and if the specified penalty has not been paid within the prescribed time, then a Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*;
14. Notwithstanding subsection (1), a Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act* to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw;
15. If a Violation Ticket is issued in respect of an offence, the Violation Ticket may:
 - (a) specify the fine amount established by this Bylaw for the offence; or
 - (b) require a Person to appear in court without the alternative of making a voluntary payment.
16. A Person who commits an offence may:
 - (a) if a Violation Ticket is issued in respect of the offence; and

- (b)** if the Violation Ticket specifies the fine amount established by this Bylaw for the offence;

make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.

- 17.** No Person shall obstruct, hinder, or impede any authorized representative of the Summer Village in the exercise of any of their powers or duties pursuant to this Bylaw.

SCHEDULE E 1
Restricted Substances

CONTAMINANTS	MntL
Biological Oxygen Demand	1,00
Chemical Oxygen Demand	2,00
Non-Filterable Residue	1,00
Oil and Grease	500
Suspended Solids	1
Total Kjeldahl Nitrogen	500
pH less than 5.5 or greater than 10	0
Total Phosphorus as Phosphates	30
INORGANIC CONSTITUENTS	
Aluminum	50
Antimony	1
Arsenic	1
Barium	3
Boron	1
Cadmium	0.05
Cadmium	0.10
Chlorine (free chlorine)	5
Chromium	1
Chlorinated Hydrocarbons	0.02
Copper	0.5
Cyanide	1
Fluoride	1
Lead	1
Manganese	1
Mercury	0.1
Molybdenum	5
Nickel	1
Total Pesticides	0.1
Phosphorus	200
Phenolic Compounds	0.1
Selenium	1
Silver	1
Sulphate	150
Sulphide	1
Thallium	0.5
Zinc	1
ORGANIC COMPOUNDS	
B.E.T.X (Benzene, Ethyl Benzene, Toluene, Xylene)	1
Carbon Tetrachloride	0.2
Chloroform	0.2
Hydrocarbons	50
Pentachlorophenol	0.2
Phenols	1

SCHEDULE E 2
Restricted Materials

Prohibited Substances

1. Any liquid or vapor having a temperature higher than 75°C.
2. Any gasoline, solvents, or similar products.
3. Any tar or other viscous material of mineral origin.
4. Any garbage that has not been shredded so as to pass through a 6mm screen.
5. Any ashes, cinders, wood, wood shavings, sawdust, rags, sand, mud, straw, metal, glass, fiberglass, plastics, eggshells, feathers and improperly shredded paper or other solids.
6. Any water or wastes which contain material that will solidify or become viscous at temperatures between 5°C and 80°C.
7. Animal parts or wastes including, but not limited to:
 - a. Any manure or intestinal contents from horses, cattle, sheep, swine, or poultry,
 - b. Hooves or toenails;
 - c. Intestines or stomach casings or animal body parts;
 - d. Bones;
 - e. Bristles or hair;
 - f. Hides or parts thereof;
 - g. Fat or flesh in particles larger than will pass through a 6mm screen;
 - h. Fleshing and hair resulting from tanning operations.
8. Wastewater which is in or is capable of being transformed into two or more separate layers.
9. Substances other than those described herein that are prohibited or restricted from being discharged under any applicable Federal or Provincial Legislation and any amendments thereto.
10. Any noxious or malodorous gas or substance capable of creating a public nuisance including but not limited to, hydrogen sulphide, mercaptans (thiols), carbon disulphides, other reduced Sulphur compounds, amines, and ammonia.
11. Lime slurry and residues.
12. Any substance which, in the opinion of the Manager or designate;
 - a. Is or *may* become harmful to any recipient watercourse or wastewater system or part thereof;
 - b. May interfere with the proper operation of the wastewater system or part thereof;
 - c. May impair or interfere with any wastewater treatment process;
or
 - d. May become a hazard to persons, property, or animals.

SCHEDULE E-3
Permitted Materials

The only materials permitted to be discharged into the wastewater system are:

1. human waste and toilet paper;
2. grey water from showers, sinks, tubs, and dishwashers;
3. conventional food wastes as processed through an In-sink garbage disposal unit; and,
4. laundry washing machine discharge.

All other materials are not permitted to be discharged into the wastewater system, as these materials can damage to the municipal system. This includes so-called “flushable” baby wipes, other cleaning wipes, feminine products, diapers, dental floss, plastics, latex, and grease.