

MUNICIPAL DISTRICT OF BIGHORN NO. 8

BY-LAW NO. 18/05

BEING A BYLAW OF THE MUNICIPAL DISTRICT OF BIGHORN NO. 8 FOR THE PURPOSE OF REGULATING THE WATER SYSTEM IN THE HAMLET OF HARVIE HEIGHTS AND TO ESTABLISH A TARIFF OF RATES.

WHEREAS pursuant to the Municipal Government Act, being Chapter M-26 of the Revised Statutes of Alberta 2000 as amended, pursuant to sections 1(1)(y)(i) and 7(g) a Council may pass bylaws for municipal purposes respecting, amongst other matters, public utilities;

AND WHEREAS the aforesaid Municipal Government Act definition of “public utility” includes a water system in the Hamlet of Harvie Heights;

AND WHEREAS the Municipal District of Bighorn No. 8 (hereinafter referred to as “the M.D.”) deems it desirable to establish the policies and rates for operating and maintaining the Hamlet of Harvie Heights Water System;

NOW THEREFORE, the Municipal Council of the Corporation of the Municipal District of Bighorn No. 8 in the Province of Alberta, duly assembled in Council, enacts as follows:

1. TITLE AND APPLICATION

- (a) This Bylaw shall be known as the “Hamlet of Harvie Heights Water System” Bylaw.
- (b) The operation and maintenance of the Water system within the corporate limits of the Hamlet of Harvie Heights shall be set in the manner as hereinafter set forth.
- (c) The M.D. shall:
 - (i) provide, supervise and operate the Water distribution system for the provision of Water to the Authorized premises in Harvie Heights as defined in Schedule “A”
 - (ii) establish regulations respecting the Water distribution system;
 - (iii) establish terms, conditions and rates for the sale and distribution of Water.
- (d) All developed premises serviced by the water service at Harvie Heights, being those authorized premises as outlined in Schedule “A” attached to this Bylaw, shall be required to connect to said water system within six (6) months of the being notified of the water services’ availability. For the purposes of this section, “developed premises” shall be defined as those lands with a valid commercial operation/development already existing and conducting business on site.

2. DEFINITIONS

In this Bylaw, words importing the masculine gender only, include the feminine gender whenever the context so require and vice versa, and words importing the singular only, include the plural whenever the context so require or vice versa.

In this Bylaw, unless the context otherwise requires, the term:

- (a) **“account”** means the record assigned to an authorized premise by the M.D. to record the Water Services that a Customer is obligated to pay for the supply of water.
- (b) **“applicant”** means any Person who is the Owner or the Owner’s agent of Authorized premises, who has requested or applied for Water Services or discontinuance of Water Services
- (c) **“authorized premise”** means premise or a part of premise that is entitled to and authorized for the Water Services by the M.D. as defined in Schedule “A” .
- (d) **“Council”** means the municipal Council for the M.D.
- (e) **“customer”** means any Person who has applied for an account or a Service Connection, has received any Water Services or is otherwise responsible for paying the M.D. for Water Services. In those instances where the Customer is not the registered Owner of the property, the Customer shall provide written documentation from the Owner of the property, authorizing the Customer to act on the Owner’s behalf, with respect to the Water Service for the property.
- (f) **“Director”** means the Director of Operations for The Municipal District of Bighorn No. 8 or his designate.
- (g) **“Lot”** means a parcel or part of a parcel described in a Certificate of Title, and, for the purposes of this Bylaw, shall include a Unit in a condominium plan.
- (h) **“owner”** means a Person registered under the Land Title Act as the Owner of the fee simple estate in the land, or any Person lawfully in possession or occupancy of buildings on the lands pursuant to an agreement for sale.
- (i) **“Potable Water”** means water suitable for human consumption in accordance with applicable Regulations.
- (j) **“premise”** means the land as defined by a geographic boundary and all buildings and other structures thereon.
- (k) **“private service line”** means all of the waterline facilities serving the premises from the Service Connection point located at the property line.

- (l) **“private system”** means the pipes, fittings, valves and appurtenances owned by the Customer that conveys water downstream of the water meter.
- (m) **“property line”** shall mean the legal surveyed boundary of a property.
- (n) **“Remote Reading Device”** means a small pad wired to the water meter and attached to the outside of the building in a location such that the water meter reader can access it read the water meter.
- (o) **“water”** shall refer to Potable Water as supplied by the M.D.
- (p) **“water meter”** means a device approved by the Director, that is:
 - required to be installed on each Lot;
 - designed to measure the quantity of water used by a Customer or Owner; and
 - is attached to a Remote Reading Device.
- (q) **“water service”** means the water system owned and operated by the M.D. and all accessories and appurtenances thereto, for the provision of water to customers.

3. ADMINISTRATION

- (a) The M.D. having constructed a water system shall operate and maintain the system, insofar as there is sufficient capacity and supply of water, upon such term as Council consider advisable, to the authorized premises, upon being so requested by the Owner or an agent of the Owner.

4. APPLICATIONS AND INSTALLATIONS

- (a) The M.D. shall install that portion of the water service connection from the water main to the property line; a Lot shall be considered serviced once the connection has been made from the water system to the property line.
- (b) A service is considered live when connected to the premise. Water service connections on private property shall be owned by the Owner of the property and shall be installed, maintained, repaired and replaced by the Owner at his expense, and without limiting the foregoing, as a condition of receiving water from the M.D. system; the Owner shall maintain in a state of good repair, with sufficient protection from freezing, free from leakage, or other water loss to the satisfaction of the Director. The size of the service shall be in accordance with the provisions of the Plumbing and Drainage Regulations of the Department of Labor of the Province of Alberta.
- (c) If the Owner of the property fails or refuses to maintain, repair or replace a water service connection, pipe or water system as required by Subsection 4(b) of this Section, the Director may:

- (i) turn off the water supply until the repairs have been made to stop the water loss; and
 - (ii) estimate the volume of water loss and demand payment from the Owner for the amount of water estimated to have been lost; said payment shall become due and payable upon such demand being made
- (d) An Owner of a premise, requiring water service from the water system shall apply in writing to the Director and request that his Lot be connected to the water system. The application shall include information as deemed necessary by the Director, and may include (but not be limited to) a site plan where the water service is to be placed. The Owner or his authorized agent at the time of making an application for a water service connection is required to pay the M.D., in advance, an amount equal to the amount specified in Schedule "B". The water service line shall be left uncovered until it has been inspected and approved by the Director.
- (e) Notwithstanding Section 4(d), the water service connection fee shall not be applicable to authorized premises from Schedule "A", in the current state of the premise at the time of adoption of this Bylaw.
- (f) The expense of installing any water service connection to a subdivided Lot, or portions of the same, shall be borne by the Owner.
- (g) Any Owner who wishes to have an existing water service connection replaced with a different size or relocated to a different location shall apply to the Director in writing for approval; all costs shall be the responsibility of the Owner.
- (h) All persons doing any work or service upon a premise or the plumbing system attached thereto shall comply with the provisions of the Province of Alberta Safety Codes Act and all regulations passed thereunder (and any and all subsequent replacement legislation), and all applicable bylaws of the M.D.
- (i) Unless otherwise permitted by this Bylaw or the Director, only one service connection per Lot shall be permitted. If a second service connection is authorized by the Director, or if a situation requires that two (2) water meters be installed, the cost of the second service connection and water meter shall be the responsibility of the customer.

5. WATER METERS

- (a) All water supplied pursuant to this Bylaw shall be measured by a water meter; said measurements shall be recorded through a Remote Reading Device, by an authorized meter reader.
- (b) The M.D. may charge for and recover from the customer or Owner the cost of supplying, installing, altering, repairing, relocating or replacing a water meter and/or a Remote Reading Device. Any such charges may be collected in the same

manner as water rates, or collected at the time of building or development permit issuance.

- (c) It is the responsibility of the customer or Owner to provide a suitable site for a Water meter in a horizontal setting near the point of entry of the water service connection and inside the building. The M.D. shall not be required to provide water service if the customer or Owner fails to make available a site acceptable to the Director.
- (d) The M.D. shall not be responsible for any damage to buildings or property occasioned by or in the course of the installation, maintenance, repair or disconnection of any water meter or Remote Reading Device, provided that such damage has not been directly caused by the negligence of the M.D., its employees or agents.
- (e) A customer or Owner is responsible for the safekeeping of the water meter and any Remote Reading Device that may be installed with the water meter on the Owner's property. An Owner shall protect the water meter, connecting valves and pipes from freezing, excessive heat, overheating of water, external and internal damage of any kind or any thing which may affect the operation or reading of a water meter and shall pay the cost of repairing or replacing any water metering facility supplied and installed by the M.D. that may be damaged from the foregoing causes or any causes within the Owner's control.
- (f) Every customer and Owner shall ensure that the M.D. has access to all related piping from the time the water meter is installed.
- (g) Every Owner shall provide free and convenient access to his premises and building at all reasonable times for the purpose of reading water meters. In the event that a meter reader employed by the M.D. is unable to obtain access to the premises, the water consumption will be estimated. If no reading is obtained at the end of the next billing period, the Owner will be required to leave a key at the office of the Director or otherwise make suitable arrangements for regular meter readings. If the Owner fails to comply with the request of the M.D., the water service may be disconnected without further notice.
- (h) All water meters, regardless of size, shall be sealed by the M.D.
- (i) Notwithstanding any condition or clause in this Bylaw, requiring an individual water meter for every Lot, the Director may accept a different provision for water metering, at specific premises, subject to the affected owners entering into a written agreement with the M.D., as per Schedule "E" to this Bylaw.

6. HYDRANTS AND VALVES

- (a) All hydrants and valves attached to the water system shall be under the direction, control and management of the M.D. The Director may allow the use of hydrants

upon application and payment of the fee and deposit as set out in Schedule “C” attached to this Bylaw.

- (b) Water may be taken from a hydrant on a temporary basis where:
 - (i) no other supply of water can be conveniently obtained; and
 - (ii) the Director authorizes such use.
- (c) Any person or persons authorized under Subsection (b) of this Section shall:
 - (i) have the necessary and approved equipment in their possession and connected to the hydrant when the hydrant is in use. Said equipment to include, but not be limited to, a working backflow/meter assembly unit, to the satisfaction of the Director;
 - (ii) pay to the M.D., prior to using a hydrant, a hydrant damage deposit and hydrant inspection fee, as set out in Schedule “B” to this Bylaw;
 - (iii) pay to the M.D. all other costs incurred by the M.D., resulting from their use of the hydrant, as determined by the Director;
 - (iv) pay to the M.D. the cost of the water as recorded by the meter and at the rates as set out in Schedule “C” to this Bylaw.
- (d) The M.D. may require that a fire hydrant be installed on private property at the expense of the Owner of the property. The approval for, and installation, use and maintenance of fire hydrants on privately owned property shall conform to the requirements as set forth by the Director.

7. LOW FLOW WATER FIXTURES AND COOLING SYSTEMS

- (a) Every person responsible for the construction of:
 - i) a new residential building, regardless of the number of dwelling units contained in the structure;
 - ii) a new industrial, commercial, institutional or community building; or
 - iii) any renovation project involving a residential, industrial, commercial, institutional or community building that includes changes to the plumbing fixtures;

must ensure that all plumbing fixtures installed in such buildings are “Low Water Use Plumbing Fixtures” as defined in this Bylaw.

- (b) For the purposes of this Bylaw, “Low Water Use Plumbing Fixtures” means:
 - i) toilets having a water capacity no greater than 6.0 litres per flush;
 - ii) urinals having a water capacity no greater than 3.8 litres per flush;

- iii) shower heads having a water flow capacity of not more than 9.5 litres per minute; and
 - iv) faucets in public restrooms having a water flow no greater than 1.8 litres per minute.
- (c) There are no restrictions on plumbing fixtures that are not included in the list of Low Water Use Plumbing Fixtures above, such as faucets in a residential building.
 - (d) The above restrictions do not apply to showers or faucets installed solely for safety or emergency purposes.
 - (e) The M.D. will not allow the connection of Once-Through Cooling Equipment to the water system in any residential, industrial, commercial or institutional construction, development, retrofitting or restoration project.

For the purposes of this Section, “Once-Through Cooling Equipment” shall mean any cooling, air conditioning or refrigeration systems in buildings, building systems and equipment, which rely upon the temperature of the water supply for cooling purposes and deliver water to a drain or other discharge facility without having recycled that water, but does not include emergency or back-up once-through cooling systems for environmentally controlled computer and data processing facilities.

- (f) Notwithstanding the above-noted Subsections, the Director may allow, in writing, the installation and use of Once-Through Cooling Equipment or non-Low Water Use Plumbing Fixtures having regard to any factor the Director considers appropriate.

8. CROSS CONNECTIONS AND BACK-FLOW PREVENTION

- (a) Where the Director believes that a cross-connection exists in contravention of this Bylaw, the Director may carry out an inspection;
 - (i) upon reasonable notice to the customer or Owner;
 - (ii) without notice to the customer or Owner where the Director has determined in his sole discretion, that an immediate threat of contamination to the water system exists, that may endanger public safety or property.
- (b) If it is determined that a contravention of this Bylaw has occurred and a cross-connection exists, the Director may issue a written order or orders to the Owner, requiring the Owner to remedy the contravention.
- (c) Where a person fails to comply with an order issued under this section of this Bylaw, the Director may:

- (i) upon reasonable notice to the customer and Owner, shut off water service; or
- (ii) without notice to the customer or Owner, shut off water service, where the Director has determined, in his sole discretion, that an immediate threat of contamination to the Water System exists that may endanger public safety or health.

9. RESTRICTIONS/INTERRUPTIONS

- (a) The Director or Council may at any time make orders restricting the use of water either by all Customers or by any particular class of Customers. The order may specify that such restricted use of water shall apply during such hours of any day of the week as may be noted in the order.

The Director shall take such steps as he deems necessary to publicize the terms of an order made pursuant to this Subsection.

- (b) The Director is hereby authorized to:
 - (i) order that the water be shut off without notice for such lengths of time as may be necessary to permit construction or repairs to the Water System; or
 - (ii) in cases of fire or conflagration, to shut off the water without notice as required.
- (c) No customer shall have a claim against the M.D. for non-supply of water, whether it be caused by water stoppage pursuant to this Section, or by frozen mains, breakdown of machinery, power interruptions, other mechanical failure or malfunction, or other causes.
- (d) In all cases where any pressure vessel or equipment is supplied with water from the water system, the M.D. shall not be responsible for damage to such vessel or equipment, person or premises when there is failure of the water supply due to any causes whatsoever even where there is no notice given. No deduction from water invoices shall be made in consequence thereof.
- (e) In all cases where boilers are supplied with water from the water system, the customer or Owner of the boilers must ensure that a safety valve, vacuum valve or other proper device is applied to prevent danger from collapse or explosion when the water is shut off at the main.
- (f) In the event of a frozen private service line, the customer or Owner shall be responsible for all costs associated in thawing out the private service line.
- (g) The customer or Owner may, at his own expense, install a freeze protection device. Such device will require the approval of the Director. The Customer or

Owner will be responsible for and shall be liable for any damage which may result from the improper or negligent operation and maintenance of the freeze protection device.

10. **PROHIBITIONS**

- (a) No person shall:
 - (i) waste water.
 - (ii) use water from the water system in contravention of the terms of this Bylaw or in contravention of the terms of any order made by Council or the Director.
 - (iii) open, close or interfere with any hydrant or valve of the water system without the permission of the Director.
 - (iv) make any connection whatsoever with any public water main or other part of the water system without the written permission of the Director.
 - (v) connect, cause to be connected, or allow to remain connected to the water system, any piping, fixture, fitting, container or appliance, in a manner which, under any circumstance, may allow water, waste water or any other liquid, chemical or substance to enter the water system.
 - (vi) cause, permit or allow to be demolished or removed a building connected to the water system until application is made to the M.D. to terminate the service connection and the service is disconnected.
 - (vii) utilize or interfere with a service valve.
 - (viii) turn on or turn off a water service valve or any other valve or valves in the water system. No person, except someone authorized by the Director, shall turn on a water service valve which has been turned off by order of the Director.
 - (ix) trespass on any M.D. property which forms part of the water system.
 - (x) in any manner, contaminate the water used in the water system or do any act which causes or results in the contamination of water used in the water system.
 - (xi) turn on a private service line valve to provide water to the occupants of any newly renovated or constructed or reconstructed premises until the plumbing system in such premises has been inspected for cross-connections and approved by the M.D.

- (xii) sell water obtained from the water system; supply water obtained from the water system to any person who intends to sell the water; nor supply water, by pipe or a hose, to any other premises which should be supplied with water through its own private service line.
 - (xiii) extend the water system by constructing additions to the water mains.
 - (xiv) use any boosting device on any water service unless the use of the device has been approved by the Director, and the device is located on the downstream side of a water meter.
 - (xv) install any branch supply lines, outlets or fixtures on the upstream side of a water meter, except as authorized by the Director.
 - (xvi) test, remove, repair, replace, relocate, disconnect or tamper with a water meter or a Remote Reading Device.
 - (xvii) allow to be done any act or thing that results in a use or flow of water from the M.D.'s water system that is not measured by a water meter, unless authorized by the Director.
 - (xviii) use an alternate source of water supply other than the municipal water system without the written consent of the Director.
 - (xix) give false information to the M.D. or the Director when applying for water service.
 - (xx) do anything to obstruct access to a fire hydrant or to interfere with the operation of a fire hydrant.
 - (xxi) use water from a fire hydrant except for the purpose of emergency fire protection, unless authorized by the Director.
 - (xxii) damage, destroy, remove or interfere in any way with any pipe, pipe connection, valve, water meter, seal or other appurtenance forming part of the water system.
- (b) No person shall:
- (i) Willfully or maliciously hinder or interrupt or cause or procure to be hindered or interrupted, the M.D. or its contractors, servants, agents, workmen or any of them, in the exercise of any of the powers and duties relating to the water system and authorized by or contained in this Bylaw.
 - (ii) Willfully open or close any hydrant or water valve or obstruct the free access to any hydrant or water valve or valve chamber by placing on it any building material, rubbish or other obstruction;

- (iii) Willfully and without authority hinder, interrupt, or cut off the supply of water to any customer or owners lawfully connected to and utilizing the water system.
- (c) No person who has been granted permission to use an alternate source of water supply shall allow that alternate source of water supply to be connected to the municipal water system.

Notwithstanding the provisions of this Section, the Director may allow a consumer to run water for:

- flushing water mains, hydrant leads and water service connections in order to clean them;
- preventing water mains, hydrant leads and water service connections from freezing;
- conducting water flow tests;
- training programs for M.D. fire-fighters; or
- other such purposes as may arise from time to time.

11. PAYMENT, COLLECTION & ENFORCEMENT OF ACCOUNTS

- (a) All charges, fees, and rates payable under this Bylaw shall be paid to the office of the M.D. and the collection of all disbursements connected with the operation of the water works and supervision of books of accounts shall be under the control and direction of the Chief Administrative Officer of the M.D. or his delegate.
- (b) The Finance department of the M.D. shall be notified when connections are made to the water system, when permits are granted, permission is given to utilize water from the water system, or when water service to a lot or premise is discontinued, so that proper charges or allowances may be made against the applicable customer or property Owner who is liable to pay for the water consumed and the service received.
- (c) Accounts for water service shall be forwarded on a quarterly basis to the consumer and shall be payable at the M.D. office.
- (d) Accounts shall be deemed to be sufficiently forwarded if they are left on the property or if they are mailed by ordinary mail to the customer or Owner at the municipal address of the property, or the mailing address supplied by the customer or owner at time of connection.

12. RATES & PENALTIES

- (a) The rates and fees for water services shall be as set out in Schedules “B” and “C” attached.

- (b) In the event of non-payment of rates, the Director may order that the water supply to any customer be shut off if the customer's account is not paid within ninety (90) days of being posted to the customer.
- (c) When at any time the water supply service is shut off for non-payment of accounts, a service charge for reconnection as set out in Schedule "B" will be charged when the water supply is restarted. Water service will not be restarted until the arrears and any applicable charges and fees are paid.

13. ENFORCEMENT

- (a) Where it is believed that a person has contravened any provision of this Bylaw, an Enforcement Officer may:
 - (i) issue to the person an order in accordance with the Municipal Government Act, Chapter M-26 of the Revised Statutes of Alberta 2000 as amended, to remedy the infraction;
 - (ii) issue to the person a violation ticket in accordance with the Provincial Offences Procedures Act, Chapter P-34 of the Revised Statutes of Alberta 2000; or
 - (iii) do both (i) and (ii) above.
- (b) If the person to whom an order has been issued pursuant to Section 10(a) fails to comply with the order within the time specified in the order:
 - (i) that person commits an offence under this Section and a Peace Officer may issue a violation ticket pursuant to the Provincial Offences Procedures Act, Chapter P-34 of the Revised Statutes of Alberta 2000; and
 - (ii) the M.D. may take whatever steps are necessary to remedy the breach of the bylaw and the cost of doing so becomes a debt owing to the M.D. by the person to whom the order was issued in accordance with the Municipal Government Act, Chapter M-26 of the Revised Statutes of Alberta 2000 as amended.
- (c) Any person who contravenes a provision of this bylaw is guilty of an offence and is liable:
 - (i) for a first offence to a fine of not less than \$250.00; and
 - (ii) for a second offence of the same provision within a twenty-four month period to a fine of not less than \$500.00.
- (d) The specified penalty for a first offence is the amount shown on Schedule "D" attached to this Bylaw, in respect of that offence.

- (e) Where, on prosecution of an offence pursuant to this bylaw, a person believes a written approval or permission of the Director provides that person with a defence, the onus of proving that approval or permission was given rests with the person relying on the permission or approval.
- (f) The levying and payment of any fine shall not relieve a person from the necessity of paying any fees, charges or costs for which he is liable under the provisions of this bylaw.
- (g) Nothing in this bylaw relieves a person from complying with any federal or provincial law or regulation, other bylaw or any requirements of any lawful permit, order, consent or other direction.
- (h) Where this bylaw refers to another Act, Regulation or agency, it includes reference to any Act, Regulation or agency that may be substituted therefore.
- (i) If an Owner or Occupant of a property refuses to comply with any provision of this Bylaw, the M.D. may undertake the necessary work at the expense of the Owner or Occupant of the property.

When the M.D. is required to take such action, and the Owner or Occupant defaults on the required payment, the M.D. may recover the charges for which the Owner or Occupant is liable by any lawful means available, including the levying the charges against the land in the same manner as municipal taxes, with the cost of such action to be charged against the Owner or Occupant.

- (j) In any case where the M.D. is required to give notice to an Owner or Occupant pursuant to this Bylaw, the M.D. shall effect service either:
 - (i) by causing a written copy of the notice to be delivered to and left in a conspicuous place at or about the effected property; or
 - (ii) by causing a written copy of the notice to be mailed by registered mail or delivered to the last known address of the Owner or customer.
- (k) If any term, clause or condition of this Bylaw of application thereof, to anything or circumstance shall to any extent be invalid or unenforceable, the remainder of this Bylaw or application of such term, cause or condition to any thing or circumstance, other than those to which it is held as invalid or unenforceable, shall not be affected thereby and each other term, clause or condition of this Bylaw shall be enforced to the fullest extent permitted.

14. DELEGATION OF AUTHORITY

- (a) The Director, subject to the control of Council or its delegate, shall be responsible for:

- (i) establishing standards, guidelines and specifications related to the connection, operation and maintenance of the system,
 - (ii) the administration and enforcement of this Bylaw
- (b) The Director may delegate his powers to one or more employees and the said employees shall be deemed to be authorized agents of the Director.
- (c) The Director may discontinue water service provided by the M.D. to any customer or premise in the event that the customer breaches or infringes this bylaw or any other rule or regulation or amendment thereto made by the M.D.
- (d) Bylaw Enforcement Officers and Special Constables may inspect the premises of any customer or Owner to investigate any contravention of this Bylaw and to lay any charges or issue summons or tickets as may be necessary for the carrying out of the provisions of this Bylaw.

15. EFFECTIVE DATE

- (a) This Bylaw shall come into force on January 1st, 2006.

16. SCHEDULES

The following Schedules shall be attached to and form part of this Bylaw:

Schedule "A": -Authorized premises	Schedule "D": -Penalties
Schedule "B": -Service Fees	Schedule "E": -Release/Indemnity/ Hold Harmless Agreement
Schedule "C": -Water Rates	

First Reading	December 13, 2005
Second Reading	March 14, 2006
Third Reading	March 14, 2006

REEVE

MUNICIPAL SECRETARY

AUTHORIZED PREMISES

<u>PLAN</u>	<u>BLOCK</u>	<u>LOT/UNIT</u>	<u>PLAN</u>	<u>BLOCK</u>	<u>LOT/UNIT</u>
170JK	24	5	0112575		44
170JK	24	4	0112575		45
170JK	24	3	0112575		46
170JK	24	1	0112575		47
			0112575		48
			0112575		49
			0112575		50
793JK	23	4	0112575		51
793JK	23	2&3	0112575		52
			0112575		53
8910713	24	7	0112575		54
8910713	24	6	0112575		55
			0112575		56
0112584		59	0112575		57
0112584		60	0112575		58
0112584		61			
			9812401		1
0112575		1	9812401		2
0112575		2	9812401		3
0112575		3	9812401		4
0112575		4	9812401		5
0112575		6	9812401		6
0112575		7	9812401		7
0112575		8	9812401		8
0112575		9	9812401		9
0112575		10	9812401		10
0112575		11	9812401		11
0112575		12	9812401		12
0112575		13	9812401		13
0112575		14	9812401		14
0112575		15	9812401		15
0112575		16	9812401		16
0112575		17	9812401		17
0112575		18	9812401		18
0112575		19	9812401		19
0112575		20	9812401		20
0112575		21	9812401		21
0112575		22	9812401		22
0112575		23	9812401		23
0112575		24	9812401		24
0112575		25	9812401		25
0112575		26	9812401		26
0112575		27	9812401		27
0112575		28	9812401		28
0112575		29	9812401		29
0112575		30	9812401		30
0112575		31	9812401		31
0112575		32	9812401		32
0112575		33	9812401		33
0112575		34	9812401		34
0112575		35	9812401		35
0112575		36	9812401		36
0112575		37	9812401		37
0112575		38	9812401		38
0112575		39	9812401		39
0112575		40	9812401		40
0112575		41	9812401		41
0112575		42	9812401		42
0112575		43			

PLAN BLOCK LOT/UNIT

SERVICE FEES

<u>Item:</u>	<u>Fee</u>
Fire Hydrant usage	\$ 50.00
Water service application fee	\$100.00
Water service termination fee	\$ 25.00
Water shut-off/turn-off fee	\$ 75.00 per attendance of M.D. agent
Inspection fee, during construction/connection	\$ 75.00 per attendance of M.D. agent

WATER RATES

<u>Item:</u>		<u>Fee</u>
Billing Charge:		\$ 5.00 per month
Capacity Charge:	15mm (5/8")	\$ 30.00 per month
	20mm (3/4")	\$ 43.19 per month
	25mm (1")	\$ 76.81 per month
	38mm (1 1/2")	\$ 172.67 per month
	50mm (2")	\$ 307.04 per month
	75mm (3")	\$ 690.88 per month
	100mm (4")	\$1,228.14 per month
Commodity Charge:		\$ 0.80 per m ³

Billings to customers shall be a combination of the three charges noted above.

PENALTIES

Violations as listed are subject to the following specified penalties:

<u>SECTION</u>	<u>VIOLATION</u>	<u>PENALTY</u>
10(a)(i)	Waste water	\$250.00
10(a)(ii)	Use water in contravention of Bylaw/order of Council	\$250.00
10(a)(iii)	Open, close or interfere with hydrant or valve without permission	\$500.00
10(a)(iv)	Connect to water-main without permission	\$500.00
10(a)(v)	Improper connection	\$250.00
10(a)(vi)	Demolition/Removal of Building without disconnecting service	\$250.00
10(a)(vii)	Utilize or interfere with service valve	\$200.00
10(a)(viii)	Turn on/off a water service valve without permission	\$200.00
10(a)(ix)	Trespass on M.D. water system property	\$250.00
10(a)(x)	Contaminate water system/water	\$1,000.00
10(a)(xi)	Turn on private service line before inspection	\$200.00
10(a)(xii)	Sell / Supply water to others	\$250.00
10(a)(xiii)	Extend water system without permission	\$1,000.00
10(a)(xiv)	Use boosting device without permission/locate incorrectly	\$250.00
10(a)(xv)	Install branch supply lines on wrong side of water meter	\$250.00
10(a)(xvi)	Using water without measuring by a water meter	\$250.00
10(a)(xvii)	Use of alternate water source without permission	\$250.00
10(a)(xviii)	Giving false information on water service application	\$250.00
10(a)(xix)	Obstruct or interfere with fire hydrant operation	\$250.00
10(a)(xx)	Improper use of water from fire hydrant	\$250.00
10(a)(xxi)	Damage or interfere with water system or appurtenances	\$1,000.00
10(b)(i)	Wilfull/Malicious interruption of M.D. staff	\$500.00
10(b)(ii)	Wilfull/Malicious obstruction of fire hydrant/valve	\$500.00
10(b)(iii)	Interrupt another person's water supply	\$500.00
10(c)	Connect alternate water source to M.D. water system	\$1,000.00

In all situations as noted above, in addition to the penalty, the offender shall be responsible for any costs incurred, including but not limited to, when applicable, administrative and operational costs, damaged equipment/appurtenances, professional fees, and the costs of any water consumed, wasted, or otherwise utilized.

THIS AGREEMENT made this ____ day of _____, 2006.

BETWEEN:

MUNICIPAL DISTRICT OF BIGHORN NO. 8, a municipal body duly authorized under the laws of the Province of Alberta (hereinafter referred to as the "MD")

- and -

●, a body corporate duly incorporated under the laws of the Province of Alberta (hereinafter referred to as the "Corporation")

RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT

WHEREAS:

- (A) The Corporation manages and represents all owners having a legal or beneficial interest in individual units in a condominium complex located within Harvie Heights in the MD and legally described as ● (the "Condominium Complex");
- (B) The Condominium Complex does not comply with clause 2(p) "water meter" of the By-law No. 18/05 of the MD, which requires each unit of the Condominium Complex to have one water meter;
- (C) The MD is prepared to grant an exemption to By-law No. 18/05 to the Corporation subject to the execution of this Agreement releasing, indemnifying and saving harmless the MD against all and any claims for any loss by the Corporation or by any other third party arising as a result of the Condominium Complex having one water meter for all of its units.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the mutual agreements in this Agreement, and the sum of ten (\$10.00) dollars lawful money of Canada, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and phrases shall be defined as follows:

- (a) "Agreement" means this agreement including any and all attached schedules, as the same may be supplemented, amended, restated or replaced from time to time;
- (b) "By-law" means By-law No. 18/05 of the MD as amended from time to time and includes any successor By-law passed by the MD to replace By-law No. 18/05;

- (c) "Claim" means any act, omission or state of facts and any demand, action, suit, proceeding, claim, assessment, judgment or settlement or compromise relating thereto which may give rise to a right to indemnification under this Agreement;
- (d) "Loss" means any and all loss, liability, damage, cost, expense, charge, fine, penalty or assessment, arising from injuries to or death of persons or loss of or damage to property or resulting from or arising out of any Claim, including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise relating thereto and all interest, punitive damages, fines and penalties and reasonable legal fees and expenses incurred in connection therewith, including loss of profits and consequential damages;
- (e) "Representative" means each official, director, officer, employee, agent, solicitor, accountant, professional advisor and other representative of the MD;
- (f) "Third Party" means any private landowner or any other individual, person, corporation, organization or any other entity other than the Corporation;
- (g) "Water Meter" means a device designed to measure the quantity of water used by each parcel or part parcel of land in the MD.

1.2 Singular, Plural and Gender

Wherever the singular, plural, masculine or feminine is used throughout this Agreement the same shall be construed as meaning the plural, the singular, the masculine, the feminine, the neuter, the body politic or body corporate where the fact or context so requires.

2. RELEASE AND INDEMNIFICATION

2.1 The Corporation for and on behalf of itself, as well as all owners having a legal or beneficial interest in individual units in the Condominium Complex, for themselves and their respective servants, agents, heirs, executors, administrators, successors, insurers, sureties, co-insurers, underwriters, officers, directors, shareholders, affiliates, employees, partners, representatives, associates and assigns hereby release and discharge and agree to forever indemnify and hold harmless the MD from and against any and all claim or claims, action or actions, cause or causes of action, debts, bonds, demands, suits, covenants and obligations of every nature in kind whatsoever which they have or may have had against the MD relating to or arising in connection with the Condominium Complex being permitted to provide only one water meter for all of its units.

2.2 Without limiting the generality of the foregoing, the Corporation agrees to be fully responsible for the payment of all invoices relating to water services provided by the MD to the Condominium Complex, including individual units therein. If a dispute arises between the Corporation and an owner of a condominium unit regarding the payment of an invoice, the Corporation shall nonetheless pay the entire amount of the invoice, without any claim of set-off or deduction of any kind whatsoever.

2.3 The Corporation agrees that the M.D. shall charge and invoice for water services on a per condominium unit basis, with a capacity and billing charge levied as if each unit were serviced individually.

3. INDEMNIFICATION RELATED TO THIRD PARTY CLAIMS

3.1 The Corporation shall indemnify, defend and save harmless the MD and each of its Representatives from and against any and all Loss suffered or incurred by any Third Party, as a direct or

indirect result of, or arising in connection with the Condominium Complex having a single water meter for all of its units.

3.2 If a Claim is made against the MD by a Third Party for which the Corporation may be liable, the MD shall give notice (the "Indemnity Notice") to the Corporation specifying the particulars of such claim within twenty (20) days after it receives notification of the Claim and the Corporation shall provide the MD with the indemnity as provided for herein.

3.3 The Corporation and its counsel shall have the right, at its option and expense, to be present at the defence of such proceedings, claim or demand, but not to control the defence, negotiations or settlement thereof, which control shall at all times rest with the MD unless the Corporation irrevocably acknowledges full and complete responsibility for indemnification of the MD and demonstrates to the satisfaction of the MD its ability to pay the full amount of the potential liability in which case the Corporation may assume such control through counsel of its choice, provided however, that no settlement shall be entered into without the written consent of the MD which shall not be unreasonably withheld.

3.4 The parties agree to cooperate fully with each other in connection with the defence, negotiation or settlement of any Third Party legal proceeding, claim or demand including, without limiting the generality of the foregoing, executing and delivering releases to the Third Party if advisable or necessary as part of the settlement and providing each other with access to all books, records and documents (and copies thereof) as are reasonably necessary to defend the proceedings, claim or demand.

3.5 The provisions of this section, including without limitation the indemnities herein contained shall survive the expiration or earlier termination of this Agreement.

4. WAIVER OF RIGHTS

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

5. UNENFORCEABLE TERMS

All of the provisions of this Agreement are to be construed as covenants and agreements, and should any provision of this Agreement be or become illegal, invalid or not enforceable, it shall be considered separate and severable from this Agreement and the remaining provisions shall remain in force and be binding upon the parties hereto and be enforceable to the fullest extent of the law.

6. FURTHER ASSURANCES

6.1 The Corporation shall provide the MD with a certified copy of a resolution of the Corporation authorizing this Agreement and appointing signing officer or officers no later than seven (7) days after the next meeting of the Corporation, and similarly, within seven (7) days of such meeting as hereinafter described, the Corporation shall provide the MD with a certified copy of a resolution passed at the next annual general meeting of the Corporation, or earlier if applicable, confirming the authority of the Corporation to enter into this Agreement.

6.2 The parties hereto and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

7. GOVERNING LAW

This Agreement shall be governed in accordance with the laws of the Province of Alberta and the parties hereto submit to such jurisdiction.

8. INSURANCE

The Corporation shall obtain and hold sufficient insurance to adequately cover any indemnity provided for in this Agreement, the adequacy of which shall be determined exclusively by the MD, acting reasonably.

9. AMENDMENTS

No supplement or amendment of this Agreement will be binding, unless assented to in writing by the parties to this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement effective the day and year first above written.

**MUNICIPAL DISTRICT OF BIGHORN
NO. 8**

Per: _____

Per: _____

CORPORATION NAME

Per: _____

Title