

BYLAW #16-40-354

COUNTY OF NORTHERN LIGHTS IN THE PROVINCE OF ALBERTA

BEING A BYLAW FOR THE PURPOSE OF CONNECTING TO, LEVYING AND COLLECTION OF CHARGES FOR WATER/WASTEWATER, & TRUCKFILL SERVICES WITHIN THE COUNTY OF NORTHERN LIGHTS

A Bylaw of the County of Northern Lights, in the Province of Alberta, to regulate and provide for the supply and use of the water and wastewater services within the County of Northern Lights.

WHEREAS the County of Northern Lights has constructed and now maintains utility systems to provide for water and wastewater services, and

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

WHEREAS provincial legislation including the Municipal Government Act has given the municipal council of the County of Northern Lights the authority to regulate and provide for the supply and use of the water and wastewater services within the municipality.

NOW THEREFORE the municipal Council of the County of Northern Lights, duly assembled enact as follows:

1. This bylaw may be called the "Water and Sewer Bylaw"
2. DEFINITIONS:
 - a) "Apartment Building" or "Multi Family Building" shall mean a residential building containing three or more dwelling units.
 - b) "Approved" shall mean authorized by the County of Northern Lights.
 - c) "Authorized employee" is a person appointed by the County of Northern Lights' Chief Administrative Officer to act on behalf of the County of Northern Lights with regard to the County of Northern Lights' water and sewer and storm drainage systems.
 - d) "Consumer" shall mean a corporation, or person, or contractor, or occupant, or owner requiring the service as the context requires.
 - e) "Owner" shall mean the registered owner of a property or the purchaser thereof.
 - f) "Potable Water Hauler" shall mean an individual, partnership, or corporation who holds a current Food Handling Permit for hauling potable water issued by Alberta Health Services.
 - g) "Premises" includes land and buildings.
 - h) "Residential Consumer" shall mean a person or family who uses water for household purposes including such items as drinking, cooking, bathing, and laundry, but does not include water for farming, gardens, watering lawns, livestock commercial or industrial businesses, or camps.
 - i) "Service Connection" for the purpose of this bylaw shall mean all that portion of the pipes, wires, or things that provide a public utility situated between the public utility main and the property line of the property to which such utility is supplied.
 - j) "Street" shall mean all those lands situated within a registered road right-of-way at the Land Titles Office, Edmonton, Alberta.

- k) "Sewer" shall mean the County of Northern Lights' sanitary sewer system, including all mains, treatment and storage facilities.
 - l) "Storm Drainage" shall mean the County of Northern Lights' storm drainage system, including ditches, catch basins, underground works and outflows.
 - m) "Truckfill" means the County of Northern Lights owned and operated Truckfills and for Truckfills forming part of a water treatment plant.
 - n) "Utility" and "Utility Service" shall mean and include, as the context may require:
 - i) the supply of water
 - ii) the provision of wastewater collection and disposal
 - o) "Water" shall mean the County of Northern Lights' Waterworks system, including all mains, storage and treatment facilities.
3. The County of Northern Lights water and sewer utility rates, & charges, shall be as fixed under the County of Northern Lights' Schedule of Fees as amended from time to time.
 4. That the County of Northern Lights fines and penalties for infractions of this Bylaw shall be established as defined in Schedule "A" to this Bylaw.
 5. All utility service requests shall require an application for service as set out in schedule B, C or D as attached (Schedule B – Rural Water & Coop lines; Schedule C – Hamlets and Industrial Park; Schedule D – Truckfills).
 6. The Schedules to this Bylaw may be amended or altered by resolution of Council as reviewed from time to time as deemed necessary.
 7. Use and Control of Waterworks, Sewers and Sewage Disposal Works:
 - a) The use and control of all water, sewer and drainage systems belonging to the County of Northern Lights, now laid down, constructed or built subsequent to the passing of this bylaw, shall be in accordance with this bylaw and shall be under the management and control of the Chief Administrative Officer.
 - b) The County of Northern Lights does not guarantee the continuous uninterrupted supply of any utility, and reserves the right at any time without notice to shut off such supply where required in the maintenance or operation of the utility and the County of Northern Lights, its officers, employees or agents shall not be liable for any damages of any kind due to or arising out of a failure to supply a utility.
 - c) Where such water/wastewater facilities exists, all residential, institutional, commercial and industrial property owners, in the hamlets/subdivisions/industrial parks located within County of Northern Lights boundaries, shall be connected to the service as consumers.
 8. Control of Water and Sewer Systems:
 - a) All waterworks, sanitary sewers, storm sewers, drains and sewage disposal works belonging to the County of Northern Lights, now laid down, constructed or built, or hereafter laid down, constructed or built, shall be of a heavy walled P.V.C. material or better quality and shall be installed under the direct control and supervision of the County of Northern Lights.
 - b) In any case where a steam boiler or equipment of a like nature is supplied directly from a water service, such boiler or other equipment shall be equipped with at least one safety valve, vacuum valve or other device sufficient to prevent collapse or explosion in the event that the water supply is shut off.
 - c) An owner shall, at the owner's expense, maintain the water and sewer service from the owner's building up to and including the connection to the curb cock on the County of Northern Lights water and sewer lines.

- d) No person shall remove, operate, or alter any portion of the utility services owned by the County of Northern Lights except an authorized agent or employee of the County of Northern Lights. A consumer/owner shall be responsible for all damage to or loss of such property.
- e) No person shall use a utility service in any manner that causes any interference or disturbance to any other consumer's use of the utility services.
- f) No person shall obstruct or impede free and direct access to any service, water main, sanitary sewer or any other aspect of the utility services.
- g) No person shall install or allow to be installed any temporary or permanent structures that could interfere with the proper and safe maintenance and operation of the utility services or result in damage to the utility service.
- h) No person shall extend a private service from one lot to another without the prior written consent of the County of Northern Lights.
- i) Where a second or subsequent service has been requested on a lot/parcel, the County may approve the requested service giving consideration to the effects the additional service may have on the operation of the surrounding system. Each additional service requested will be required to pay the appropriate connection fee. There shall be one meter provided for each paid service.
- j) The property owner shall be responsible for the condition and protection of all facilities on the owner's property. The owner shall be liable for any destruction of or damage to the County of Northern Lights water facilities or wastewater facilities located on the owner's property unless the destruction or damage is caused by the act of an agent or employee of the County of Northern Lights.
- k) The County of Northern Lights shall reasonably respond to a consumer's/owner's request to attend a property in order to minimize or rectify actual or potential interruption to utility services. The owner shall pay the charges for a consumer's/owner's requested service call unless the source of the problem is caused by the County of Northern Lights.
- l) The County of Northern Lights shall not be liable for damages:
 - i) Caused by the break or failure of any portion of the water or wastewater facilities.
 - ii) Caused by the interference or cessation of utility services in connection with the repair or proper maintenance of the utility services.
 - iii) Generally for any accident or incident due to the operation of the utility services unless such costs or damages have been shown to be directly due to the willful act of the County of Northern Lights or its employees.
 - iv) Without limiting the generality of the foregoing, the County of Northern Lights 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 County of Northern Lights and severally in respect of any action brought or contemplated in respect of the provision of the utility services or anything else associated to these terms and conditions.

9. Provision of Utility Services:

- a) The County of Northern Lights will restore services that have been interrupted due to breaks of water mains or sanitary sewers, plugged or collapsed or other reasons as soon as practically possible.
- b) When the County of Northern Lights performs a repair on the utility services that affects a consumer's property, the County of Northern Lights will return the property to original or similar to original condition.

- c) The County of Northern Lights will endeavor to provide a continuous supply of utility services; however a continuous supply of utility services is not guaranteed;
- d) In the case of extended service interruptions, the County of Northern Lights will make reasonable efforts to supply utility services to consumers or groups of consumers through alternative means.
- e) The County of Northern Lights is not responsible for changes to the characteristics or properties of the water as a result of complying with Alberta Environment Standards. The County of Northern Lights is not responsible for any resulting changes to any facility, process or production or cost impacts upon consumers or their business as a result of such measures.
- f) The consumer shall take all necessary measures to prevent damage to a private service due to any cause, including settlement of the structure or ground through which the line passes.
- g) A utility account shall be set up in the name of the owner of the property only unless otherwise approved by the CAO.
- h) There shall be a utility account with respect to each meter.

WATER SYSTEM

10. Tapping Water Mains:

- a) No person, except authorized employees/contractors of the County of Northern Lights shall make any connection to any of the County of Northern Lights public water pipes or mains.
- b) All water service lines installed on private property between the property line and the water meter shall be of the same size as the service line installed in the street between the water main and the property line and constructed of material approved by the County of Northern Lights.
- c) Each private service line from the residence to the curb cock shall be constructed and maintained by the owner of the property on which it is located in accordance with the requirements of the Bylaw.

11. Meters:

- a) Each customer shall provide adequate protection for the meter supplied by the County of Northern Lights against freezing, heat or any other internal or external damage; failing which the customer shall pay to the County of Northern Lights all costs associated with the repair of such meter which amount shall be recovered in the same manner as all other costs and charges provided for under this Bylaw.
- b) If, upon the reading of a meter, it is determined that the meter has failed to record consumption of the utility supplied then the consumption will be estimated and the account rendered based upon such method as the CAO considers to be fair and equitable.
- c) Where it has been determined by the County of Northern Lights that the meter is not recording the consumption of a utility, the County of Northern Lights, with reasonable notice to the customer, must be allowed to enter the premises to replace, repair or inspect the meter.
- d) In the event a meter has been determined to have been altered or tampered with in any way, a customer forgoes the right to dispute a meter reading.
- e) A customer who disputes a meter reading shall give written notice to the County of Northern Lights, within 14 days of receiving the utility bill. Following receipt of written notice:
 - i) The water meter situated on the customer's premises shall be sent out to a qualified lab to be tested or calibrated. In the event that the meter is found to be accurate within the 98.5% to 101.5% of the water passing through the same, the expense of such test or calibration shall be borne by the customer.

1) In the event that the said meter is found not accurate within the said limits then any meter handling and testing fees paid by the customer shall be refunded, and the billings adjusted to fully take into account such error. Unless such an examination of past meter readings or other information discloses the time at which such an error commenced, then such error shall be deemed to have commenced three months prior to such testing of the meter or from the date upon which the meter was installed, whichever is the lesser. The amount so determined shall be deemed accepted by the customer and the County of Northern Lights as settlement in full of all claims on account of the inaccuracy of such meter.

f) All property owners shall, at the property owner's expense, supply and maintain an isolation valve within 40 cm of the inlet to the water meter, regardless of line size.

12. Meter Reading:

a) Meters shall be read monthly.

i) The applicable water charges shall be levied and collected based on the actual consumption of water received directly from a connection with the County of Northern Lights' water distribution system, except as otherwise stated in this Bylaw.

b) If a meter cannot be read on the required month, the water consumption readings shall be an estimated volume based on prior usage for each water utility customer.

c) For the purpose of installing, servicing or reading the meter, the customer shall ensure that access to the meter is safe, well lit, and free of hazards.

13. Turning on Water:

After any construction, reconstruction, or alteration, or the completion of any work requiring a plumbing permit, development permit and/or a building permit, water shall not be turned on permanently to any building or premises until after the whole of the work has been done to the satisfaction of those parties issuing the applicable permits and copies of such permits provided to the County of Northern Lights. Water shall only be turned on or off by an authorized employee of the County of Northern Lights.

14. Disposal of Water:

a) No person being an owner, occupier, tenant or resident of any house, building or other premises which are supplied with water from the water system, shall vend, sell or wrongfully and/or negligently dispose of, or improperly waste any water there from.

b) 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.

c) The County of Northern Lights may cause the water supply to any consumer who violates Section 14(b) to be shut off until such time as such consumer establishes to the satisfaction of the County of Northern Lights that he has taken such steps as may be necessary to ensure that any water supplied to him by the County of Northern Lights will not run to waste.

15. Wells and Other Sources of Supply of Water:

a) No well, cistern, or other source of water except the County of Northern Lights water mains, shall be permitted in the Hamlet of Dixonville.

b) If the use of any such source or supply of water is continued, contrary to the provisions of this Bylaw, after a forty-eight (48) hour notice period to discontinue the use of same has been given by the CAO to the owner or occupier of the premises upon or in which it is situated, such source of supply of water shall be considered to be dangerous to the public health or safety, and the property owner shall be required to remove, fill up or otherwise remediate to the satisfaction of the County of Northern Lights.

- c) If a water main shall be constructed adjacent to a property on which a private water system is installed, the County of Northern Lights may give the owner of the property notice to connect building(s) located on such property directly with the water main within sixty (60) days of such notice being given. If such notice is given, the private water system shall be disconnected from the building(s) located on the property.

16. Interference with Hydrants, Valves, Meters and Related Service Lines:

- a) No person, other than authorized employees of the County of Northern Lights, shall open, close or operate or interfere with any valve, hydrant or fire plug, or draw water there from.
- b) The chief of a County of Northern Lights Fire Department, his assistants and Officers, and members of that Department, are authorized to use the hydrants or plugs for the purpose of filling fire trucks, training exercises and testing fire hoses, but all such uses shall be under the direction and supervision of the said Chief or his duly authorized assistants, and in no event shall any inexperienced or incompetent person be permitted to manipulate or control any such hydrant or plug.
- c) No person shall in any manner obstruct the free access to any hydrant or valve or curb cock. No vehicle, building, rubbish or any other matter, which would cause such obstruction, shall be placed nearer to a hydrant than the property line of the street in which the hydrant is located, nor within (15) feet of the hydrant in a direction parallel with the said property line.
- d) No person shall interfere with, or tamper with any water meter.
- e) No person shall alter, change, obstruct, or connect to any County of Northern Lights water service line in such a way as to bypass the water meter, except where a County of Northern Lights employee is so required to repair the meter or water service line, or install a bleeder line.

17. Water Service Line Upgrading and Replacement Procedures:

- a) New Development – simple request to upgrade water line from ½ inch line to ¾ inch or 1 inch line.
 - i) The Property Owner will be required to pay for installation and all materials to service from the water main to the development.
 - ii) The County of Northern Lights will replace the water meter at the owner’s expense, if required.
- b) All service lines replaced shall be constructed of materials approved by the County .of Northern Lights.

18. Water Service Line Break Shut-Off and Repair Policy:

- a) When a water service line break occurs between the curb cock and the affected residence, the County of Northern Lights shall shut off the water service at the curb cock.
- b) The owner and occupant of the affected property will be notified of said shut off and also that the water service shall remain off until such time as the water service line is repaired.
- c) County of Northern Lights will evaluate the responsibility for paying the cost of repairs based on the following:
 - i) If the break is between the main line and the property line, it shall be the responsibility of the County of Northern Lights to repair.
 - ii) If the break occurred between the property line and the residence, it shall be the property owner’s responsibility to repair.
 - iii) When a water service line freezes between the curb cock and the residence, the owner is responsible for all thawing of affected waterlines, and all costs for such thawing, including damage to water meter or waterlines due to the freezing.

- d) When the water service line is excavated and repairs are completed, the water service line connection to the County of Northern Lights line must be inspected by the County of Northern Lights authorized personnel or contractor, before the Contractor backfills the trench.

19. Truckfills:

- a) All users will be required to establish a Truckfill account by applying for service, completing and signing an "Application For TruckFill Service Form" - see copy attached as "Schedule D".
- b) The Terms and Conditions for provision of these services for Truckfills will be as set out on the back of the Application for Truck Fill Service Form.
- c) A potable water hauler who delivers water from a Truckfill to residential consumers within the boundaries of the County of Northern Lights may apply for a rebate for water paid at the rate of "over 20 m³/month" such that the potable water hauler is charged the rate of "first 20m³/month" for all water delivered to residential consumers. The potable water hauler must submit Schedule "E" to receive the rebate. Rebates will not be provided to deliveries older than one year.

20. Rural Water and Co-op Lines

- a) All users will be required to establish an account by applying for service, completing and signing an "Application for Utilities Service Form" – see copy attached as "Schedule B"
- b) The Terms and Conditions for provision of these services will be as set out on the back of the Application for Utilities Service Form, and as set out in the County's Municipal Water Policy and Schedule of Fees Bylaw.

SEWER SYSTEM

21. a) All users will be required to establish an account by applying for service, completing and signing an "Application for Utilities Service Form" – see copy attached as "Schedule C"
- b) The Terms and Conditions for provision of these services will be as set out on the back of the Application for Utilities Service Form.

22. Use and Protection of Sewer System:

- a) No person shall throw, deposit, or discharge in any County of Northern Lights sewer line, trap, basin, grating, manhole or other appurtenance of any County of Northern Lights sewer, any materials, except feces, urine, the necessary closet paper, and/or the waste paper required to properly discharge same into a County of Northern Lights sewer.
- b) No person shall permit to be discharged into any sewer, any liquid or liquids, or any chemical refuse, or other trade waste, or any other waste which would prejudicially affect or damage the sewage system or disposal of sewage, or any matter or substance by which the free flow of the sewage may be interfered with.
- c) No person shall make or cause to be made any connection with any County of Northern Lights sewer, or house drain, or appurtenance thereof for the purpose of conveying any inflammable or explosive material, cistern or tank overflow, condensing or cooling water.
- d) No person shall make or cause to be made any connection with any County of Northern Lights sewer, house sewer drain, or appurtenance thereof for the purpose of conveying, or which may convey, into the same any storm sewer or roof drainage.
- e) No person shall interfere with the free discharge of any County of Northern Lights sewer or operation thereof, or do any act or thing which may impede or obstruct the flow of any County of Northern Lights sewer or appurtenance thereof.
- f) The County of Northern Lights shall have the right at all times and upon suitable notification, to enter houses or other places which have been connected with the County of Northern Lights sewers, for the purpose of ascertaining whether or not any improper material or liquid is being

discharged into the sewers; and he shall be authorized to stop, prevent or disconnect any private sewer or drain through which substances are being discharged which are unauthorized and therein liable to injure the sewers, or obstruct the flow of sewage.

- g) No person shall discharge the contents of any privy vault, manure pit or cesspool, directly or indirectly into any County of Northern Lights sewer line or house drain connected therewith.
- h) No person shall turn, lift, remove, raise or tamper with the cover of any manhole, ventilator, or other appurtenance of any County of Northern Lights sewer, except duly authorized personnel of the County of Northern Lights.
- i) No person shall cut, break, pierce, or tap any County of Northern Lights sewer or appurtenance thereof, or introduce any pipe, tube, trough or conduit into any County of Northern Lights sanitary sewer line.

23. Industrial or Trade Wastes:

No waste or discharge resulting from any trade, industrial or manufacturing process shall be directly discharged into any County of Northern Lights sewer without such previous treatment as shall be described and approved by the Council and Alberta Environmental Protection for each such case. The necessary treatment works so prescribed shall be completely installed by the applicant, at his expense, prior to the construction of the sewer connection, and thereafter shall be continuously maintained and operated by the applicant/owner/or occupant of the property on which the treatment works are located.

24. Grease Traps:

Grease traps of sufficient size and approved design shall be placed on the waste pipes from all hotels, restaurants, laundries or such other places as the County of Northern Lights may so direct, at the owner's expense.

25. Sewer Connections:

- a) No person, other than duly authorized employees of the County of Northern Lights, shall make any connection to, cut, or otherwise tamper in any way with a County of Northern Lights sewer line.
- b) Where premises are subject to backflow, all plumbing fixtures and floor drains set below the level of the ground surface or the adjoining street or property shall be protected from the backflow by an approved flow valve.
- c) All new construction shall be protected from backflow by an approved flow valve.

26. Sewer Line – Service Blockage Procedures:

- a) The initial service line blockage service call will be made by a private plumbing firm, and the County of Northern Lights will only respond to an initial call, when it has been determined that the main line is blocked, or causing the blockage.
- b) If in the case of an emergency the County of Northern Lights is requested to respond to an initial call, and it is found that the blockage was not caused by the County of Northern Lights' main line services or tree roots from a tree situated on the boulevard, the owner and/or user shall pay to the County of Northern Lights that rate set locally for such plumbing service.
- c) When the plumber has determined that a blockage is caused by tree roots from a tree situated on the boulevard or that the problem exists in the main line, he shall then advise the County of Northern Lights prior to commencing any further action. This will enable the plumber and the County of Northern Lights to make a proper evaluation of the problem, and recommend a solution.
- d) If upon discussion with the plumber the evaluation is that it is tree roots from trees that are located on County of Northern Lights public property and are causing the problem, then the County of Northern Lights shall make the arrangements and cover the cost of clearing the private line from the house to the main.

- e) Further to action taken in Article (d), as afore described, the County of Northern Lights may remove any tree on a boulevard that is deemed to be causing root problems in the sewer line.
 - f) Subject to Article (d), should the service line problem persist then it will be the property owners responsibility to repair and/or replace the plugged line from the property line to the building, if required, and conform with the same policy that applies for installation of County of Northern Lights water and sewer services to the property line. The County of Northern Lights shall then, at the same time, replace said line from the property line to the main line at County of Northern Lights cost.
 - g) The responsibility for all service line blockages, excepting tree roots from a tree situated on County of Northern Lights public property, shall be that of the owner, and/or user, and said responsibility shall apply from the residence or dwelling, or place of business, to the main line.
27. Should any provision of this bylaw be invalid then such invalid provision shall be severed and the remaining by law shall be maintained.
28. Bylaw 15-40-338 is hereby rescinded.

THIS BYLAW SHALL COME INTO FORCE AND EFFECT ON THE THIRD AND FINAL READING.

Read for the First time the Twelfth day of January, 2016

Read for the Second time the Twelfth day of January, 2016

Read for the Third and Final time the Twelfth day of January, 2016

Chief Elected Official

Chief Administrative Officer

SCHEDULE "A"

TO BYLAW NO.

Fines and Penalties for

Infraction of this Bylaw

1. A person who interrupts, hinders, assaults or molests any person engaged under the authority of a municipality in making an examination for or in constructing, maintaining, or repairing any public water or sewer works or any works connected therewith on any land is guilty of an offense and liable to a fine of not less than \$1000.00, and no more than \$2500.00, or to imprisonment for a term not exceeding 30 days, or to both.
2. Any person who is found guilty of a violation of provisions of this Bylaw wherein a charge has been laid, shall be liable on conviction before a Magistrate, Judge, or Justice of the Peace, to the penalties as set forth, but in no case shall such penalty be less than \$1000.00 or more than \$2500.00 or in default for reasonable punishment for a period of not less than 30 days and not more than six (6) months.
3. All such penalties as shall be recoverable under the Summary Convictions Act and any fines or penalties imposed under the Bylaw shall inure to benefit of the County of Northern Lights



SCHEDULE "B"
COUNTY OF NORTHERN LIGHTS
APPLICATION FOR UTILITIES SERVICE FORM
RURAL WATER CONNECTIONS

NAME AND ADDRESS OF APPLICANT (Please Print)

NAME OF PROPERTY OWNER (If different from Applicant)

LAST NAME FIRST INITIAL

LAST NAME FIRST INITIAL

MAILING ADDRESS

MAILING ADDRESS

CITY, TOWN, HAMLET ETC

CITY, TOWN, HAMLET ETC

POSTAL CODE PH (BUS) PH (RES)

POSTAL CODE PH (BUS) PH (RES)

LEGAL DESCRIPTION OF PROPERTY

PLAN NUMBER BLOCK LOT OR QUARTER SECTION TOWNSHIP RANGE MERIDIAN

GENERAL INFORMATION:

- 1. I am the [] owner of this property. [] renter of this property.
2. I have previously had a utility (water, sewer) account with the County: [] Yes [] No
If yes, state the County account # (if known):
3. Property type for which I require service: [] Residential [] Commercial/Industrial [] Farm [] Other

Customer Statement

As a customer receiving or to be receiving water and/or sewer service, I understand that:
- Secondary water supply connections (dugout, cistern, etc.) are not permitted and all existing systems must be permanently disabled prior to water service being turned on to ensure no cross contamination of the water distribution line;
- The County will require access to the water system on an as needed basis to periodically inspect the system, ensure proper operation of the meter and to take water samples for testing;
- I must notify the office of the County of Northern Lights, in writing, of any service connections or disconnections;
- I am fully responsible for any service amount(s) charged to my account if I move and do not provide appropriate notification of any service disconnections;
AND
- Unpaid balances will be subject to 2% per month interest after 30 days

FOR OFFICE USE ONLY

PREVIOUS ACCOUNT:

Previous account checked for arrears: [] yes [] No Verified by:

Previous Account No. Amount of Arrears: \$

Arrears Amount to be Billed: \$ Invoice No. :

Arrears Amount received: \$ Receipt No.:

Previous address: Date disconnected:

CURRENT (NEW) ACCOUNT:

Acct. No. Amt. of Deposit Receipt No. \$ Conn./Rec. fee

Date of connection Verified by Date of Disconnect Verified by

TERMS AND CONDITIONS

1. The County agrees to sell and Customer agrees to purchase and pay for, the volumes of the product which are referred to below:

PRODUCT: Potable Water

- 2. In consideration of connection to the County’s utility system and delivery of the product the Customer agrees to pay the fees, rates and charges approved by the County’s Schedule of Fees Bylaw. In the event of a system failure or where the supply of water is depleted, neither the County nor the Water Co-op will be responsible to deliver or supply the customer with potable water.
- 3. The water service fees shall be levied and collected monthly.
- 4. Failure to pay water accounts within 30 days of invoice will result in disconnection until the account is paid in full and a non-refundable \$120.00 re-connection fee is paid. Overdue accounts will be subject to interest at a rate of 2% per month.
- 5. Title to the product shall pass to Customer at the outlet flange of the meter hereinbefore allocated to the Customer.
- 6. The landowner will be responsible for the repair and maintenance of the water line from the property line to the house (service connection), to the satisfaction of the County. The County may carry out any repair or maintenance of the service connection if the land owner fails to satisfactorily do so.
- 7. Any tampering of the meter or modification of the water connection to include a secondary water source will result in disconnection of the service.
- 8. Contamination of the water distribution system by a secondary water system or through any other action will result in termination of the service and may result in prosecution.

I/We, _____ fully understand and agree to the above terms and conditions.

Signed this _____ day of _____ 20_____.

SIGNATURE OF APPLICANT

SIGNATURE OF WITNESS

SIGNATURE OF APPLICANT

SIGNATURE OF WITNESS



"SCHEDULE C"
COUNTY OF NORTHERN LIGHTS
APPLICATION FOR UTILITIES SERVICE FORM
Hamlets and Industrial Park (s)

NAME AND ADDRESS OF APPLICANT (Please Print)

NAME OF PROPERTY OWNER (If Different from Applicant)

LAST NAME FIRST INITIAL

LAST NAME FIRST INITIAL

MAILING ADDRESS

MAILING ADDRESS

CITY, TOWN, VILLAGE, ETC.

CITY, TOWN, VILLAGE, ETC.

POSTAL CODE PHONE (Bus.) PHONE (Res)

POSTAL CODE PHONE (Bus) PHONE(Res)

LEGAL DESCRIPTION OF PROPERTY

PLAN NUMBER BLOCK LOT
 QUARTER SECTION TOWNSHIP RANGE MERIDIAN

GENERAL INFORMATION

1. I am the owner of this property. renter of this property.
2. I have previously had a utility (water/sewer) account with a County: Yes No
 If yes, state the County Number_____. If Yes, when_____
3. Property type for which I require service: Residential Commercial/Industrial Farm Other
4. Type of service (s) required: Water Sewer
5. Initial Meter Reading: _____
5. Date service required: _____

CUSTOMER STATEMENT

As a customer receiving or to be receiving water and sewer service, I understand that:

- * I must notify the office of the County of Northern Lights, in writing, of any service connections or disconnections; AND
- * I am fully responsible for any service amount(s) charged to my account if I move and do not provide appropriate notification of any service disconnections.
- * Unpaid balances will be subject to 2% interest after 30 days.

_____ _____ _____
 Customer Signature Signature of Witness Date

FOR OFFICE USE ONLY

PREVIOUS ACCOUNT:

Previous account checked for arrears: Yes No Verified by: _____
 Previous Account No. _____ Amount of Arrears: \$ _____
 Arrears Amount to Be Billed: \$ _____ Invoice No.: _____
 Arrears Amount Received: \$ _____ Receipt No.: _____
 Previous Address: _____
 Date Service Disconnected: _____

CURRENT (NEW) ACCOUNT:

_____ _____ _____ \$ _____
 Account No. Amount of Deposit (s) Receipt No. Connection/Reconnection Fee
 _____ _____ _____ _____
 Date of Connection Verified By Date of Disconnection Verified By

TERMS AND CONDITIONS

1. The County agrees to sell and Customer agrees to purchase and pay for, the volumes of the product which are referred to below:

PRODUCT: Potable Water

2. The prices set out in this agreement below may change from time to time. In the event of a system failure or where the supply of water is depleted, the County will not be responsible to deliver or supply the customer with potable water.

3. Upon acceptance of the user as a client, the client agrees to pay the fees for water set out in the County’s Schedule of Fees Bylaw.

4. The water service fees shall be levied and collected monthly.

5. Failure to pay water accounts in a timely fashion will result in disconnection until the account is paid in full and a \$120.00 re-connection fee is paid.

6. Title to the product shall pass to Customer at the outlet flange of the meter hereinbefore allocated to him/her.

I _____ fully understand and agree to the above terms and conditions.

Signed this _____ day of _____ 20____.

SIGNATURE OF APPLICANT

SIGNATURE OF WITNESS

SIGNATURE OF APPLICANT

SIGNATURE OF WITNESS

SCHEDULE "D"

TO BYLAW NO. 08-40-201



COUNTY OF NORTHERN LIGHTS
APPLICATION FOR UTILITIES SERVICE - REGIONAL TRUCK FILL

NAME AND ADDRESS OF APPLICANT (Please Print)

Form fields for applicant information: LAST NAME, FIRST NAME, MIDDLE INITIAL, MAILING ADDRESS, CITY, TOWN, VILLAGE, ETC., PROV, POSTAL CODE, PHONE (Res.), PHONE (Bus.)

GENERAL INFORMATION

- 1. I have previously had a utility (water, sewer, keylock) account with a County: [] Yes [] No
If yes, state the County Account Number _____ If Yes, when _____
2. Account Number _____ PIN Number _____ Access Number _____
3. Date service required: _____ License Plate Number _____

CUSTOMER STATEMENT

As a customer receiving or to be receiving water service, I understand that:

- * I must notify the office of the County, in writing, of any service connections or disconnections;
AND
* I am fully responsible for any service amount(s) charged to my account if I move and do not provide appropriate notification of any service disconnections.

Customer Signature Signature of Witness Date

FOR OFFICE USE ONLY

PREVIOUS ACCOUNT:

Form fields for previous account: Previous account checked for arrears: [] Yes [] No Verified by: _____
Previous Account No. _____ Amount of Arrears: \$ _____
Arrears Amount to Be Billed: \$ _____ Invoice No.: _____
Arrears Amount Received: \$ _____ Receipt No.: _____
Previous Address: _____
Date Service Disconnected: _____

CURRENT (NEW) ACCOUNT:

Form fields for current account: Account No. Amount of prepayment Receipt No.
Date of Connection Verified By Date of Disconnection Verified By

TERMS AND CONDITIONS

- 1. These Terms and Conditions shall apply to all users of the Deadwood, North Star, Notikewin, Hotchkiss, Dixonville, East Manning and Keg River Regional Truck Fills.
- 2. The County agrees to sell and Customer agrees to purchase, potable water from the above mentioned facilities.
- 3. The prices set out in this agreement below may change from time to time, but will not exceed those rates charged to other users of the Regional Truck Fill system. In the event of a system failure or where the supply of water is depleted, the County will not be responsible to deliver or supply the customer with potable water.
- 4. Upon acceptance of the user as a client, the client will pay those fees as set out in the County’s Schedule of Fees Policy.
- 5. Upon acceptance of these terms and conditions, the user will be issued an account number and must establish a personal identification number (PIN) to be able to access water from the Regional Truck Fills.
- 6. Customer agrees that he/she and his/her servants and agents will use the truck fill facility and enter onto the said land entirely at Customer's own risk.
- 7. Title to the product shall pass to Customer at the outlet flange of the meter hereinbefore allocated to him/her.

I _____ fully understand and agree to the above terms and conditions.

Signed this _____ day of _____ 20_____.

SIGNATURE OF APPLICANT

SIGNATURE OF WITNESS

SIGNATURE OF APPLICANT

SIGNATURE OF WITNESS



SCHEDULE "E"

TO BYLAW NO. 08-40-201

**COUNTY OF NORTHERN LIGHTS
APPLICATION FOR POTABLE WATER HAULING REBATE - REGIONAL TRUCK FILL**

NAME AND ADDRESS OF APPLICANT (Please Print)

_____		_____	
LAST NAME/COMPANY NAME		FIRST NAME	
_____	_____	_____	_____
MAILING ADDRESS	CITY, TOWN, VILLAGE, ETC.	PROV	POSTAL CODE
_____	_____	_____	_____
PHONE (Res.)	PHONE (Bus.)		
_____	_____		
Truck License Plate Number	_____	CNL Account Number	_____
Alberta Health Food Handling Permit #	_____		

DELIVERY INFORMATION

Date	Customer Name	"Location" Rural Address/or Legal Land Location	Quantity of Water m ³
Total			

Note 1. – Rebate amount per cubic meter of water is the cost of Metered Water (over 20 m3/month rate) minus the cost of Metered Water (first m3/month) as set out in the current Schedule of Fees bylaw. No rebates are given for deliveries of water dates exceeding one year from the date of application received by the County of Northern Lights. All locations must be within the boundaries of the County of Northern Lights. Rebates can be applied before invoicing the water hauler, if form is submitted within the first 5 business days for water hauled in the previous month.

Copies of Delivery Receipts or Invoices must be attached to this application.

CUSTOMER STATEMENT

As a customer receiving or to be receiving the potable water hauling rebate, I understand that:

* claims may be verified against the account numbers, video surveillance systems, and by contacting the residential consumers. Any claims found to be inaccurate or fraudulent in the sole opinion of the County of Northern Lights will void the entire claim and may result in the closure of the water account.

_____	_____	_____
Customer Signature	Signature of Witness	Date

FOR OFFICE USE ONLY

- Account checked for arrears and good standing Yes No
- Printout of Truck Fill Charges Attached. Yes No
- Dates of Delivery reasonably match Truckfill Charge dates
and Quantities Yes No

Verified by: _____