



WHEATLAND REGIONAL WATER UTILITY SERVICES

POLICY
&
TERMS AND CONDITIONS
FEBRUARY 2017
AMENDED JUNE 16, 2020

Contents

ARTICLE I. Definitions..... 3

ARTICLE II. General Conditions 5

ARTICLE III. Rates and Fees 7

ARTICLE IV. General Prohibitions 8

ARTICLE V. Access..... 9

ARTICLE VI. Water Meters..... 10

ARTICLE VII. Water Service Connection 12

ARTICLE VIII. Flushing Hydrants 133

ARTICLE IX. Enforcement and Penalties..... 14

ARTICLE X. Offences and Penalties 155

ARTICLE XI. Meter Location Options 16

 Meter Location Diagram.....17

 Schedule "A": Fees & Charges.....18

 Schedule "B": Flushing Hydrant Clearance.....19

WHEREAS The Wheatland Regional Corporation is a Corporation approved under Alberta Municipal Affairs in the Province of Alberta and the *Municipal Government Act* authorizes a municipality to operate a water system as a public utility for the purpose of supplying and distributing water to municipal, residents, industrial and commercial users, for fire protection, and to all other Customers in the Wheatland region;

AND WHEREAS the *Municipal Government Act* authorizes a municipality to pass a “Policy” respecting public utilities and services provided by the municipality;

Article I. Definitions

In this “Policy” document and where mentioned;

- 1) "BACKFLOW" means the flowing back or reversal of the normal direction of flow in either the Water System or a Customer's Plumbing system.
- 2) "BOARD" means the board of directors of "WRC".
- 3) "CROSS CONNECTION" means any temporary, permanent or potential water connection that allows or may allow Backflow to occur.
- 4) "CROSS CONNECTION CONTROL DEVICE" means a Backflow prevention device approved by the WRC that prevents Backflow;
- 5) "CUSTOMER" means any Person, any legal entity whose property is connected to the Water System or any lessee or Occupant of such property, or any Person who requests water services or has applied for an account or is otherwise responsible for paying such account for water services.
- 6) "CUSTOMER'S PLUMBING SYSTEM" means the system of pipes, fittings, valves and appurtenances that conveys potable water between the Water Service Connection and the Water Supply outlets.
- 7) "HYDRANT CONNECTION UNIT" means the locked box supplied by "WRC" to a Hydrant User which is used to withdraw water from a hydrant and which contains a Water Meter, valves, pipes and fittings, and which may or may not contain a Cross Connection Control Device for the prevention of Backflow.
- 8) "HYDRANT USER" means any Person authorized by "WRC" to obtain water from a hydrant for a purpose other than emergency fire protection.
- 9) "MONTHLY RATE" means a charge for services based on a thirty (30) day period, the billing of which is established by dividing the applicable monthly rate or charge by thirty (30) to derive a daily rate and multiplying the daily rate by the actual number of days in the billing period.
- 10) "OWNER" includes the Person or Persons listed on the title of a parcel of land as registered at the Land Titles Office.

- 11) "PERSON" means any of the following:
 - a) an individual;
 - b) a legal entity or business entity, including a firm, association partnership, society or corporation;
 - c) a trustee, executor, administrator, agent or employee of either (a) or (b).
- 12) "POLICY" may be cited as "The Water Utility Policy".
- 13) "POTABLE WATER" means water which originates from a source or tap connected to a Water Main.
- 14) "VILLAGE OF HUSSAR" is local authority of the province of Alberta and is a partner in "Wheatland Regional Corporation".
- 15) "VILLAGE OF ROCKYFORD" is local authority of the province of Alberta and is the managing partner of "Wheatland Regional Corporation".
- 16) "VILLAGE OF STANDARD" is local authority of the province of Alberta and is a partner in "Wheatland Regional Corporation".
- 17) "WATER MAIN" means a water pipe in the street, public thoroughfare or easement area granted to "WRC", which forms part of the Water System and delivers the Water Supply to Water Service Connections;
- 18) "WATER METER" means any device approved by WRC which is designed to measure the quantity of water used by a Customer, and which may or may not incorporate a remote-reading device.
- 19) "WATER SERVICE CONNECTION" means a water pipe which connects a Customer's parcel or premises to a Water Main.
- 20) "WATER SERVICE VALVE" means the WRC owned water valve located on the Water Service Connection which enables WRC to turn on or off the Water Supply to a Customer's premises.
- 21) "WATER SUPPLY" means the supply of potable water delivered to Customer's parcel or premises through the Water System.
- 22) "WATER SYSTEM" means the entire infrastructure owned by WRC for the purpose of the collection and treatment of source water and delivery of Potable Water to Customers.
- 23) "WHEATLAND COUNTY" is local authority of the province of Alberta and is a partner in "Wheatland Regional Corporation".
- 24) "WRC" is Wheatland Regional Corporation, Regional Corporation to be incorporated in the Province of Alberta, pursuant to a regulation being passed in accordance with the Business Corporations Act R.S.A. 2000, c. B-9 ("BCA") and the MGA for Municipal Controlled Corporations.

Article II. General Conditions

- 1) All articles, schedules, forms, tables and diagrams attached to this document shall form part of this “Policy”.
- 2) Any headings, sub-headings, or table of contents in this document are included for guidance purposes and convenience only, and shall not form part of this “Policy”.
- 3) All applications to connect to WRC water line must be evaluated and approved by the Corporation Board of Directors.
- 4) Any contract between WRC and a Customer with respect to the supply of water shall be subject to this “Policy”.
- 5) A word or expression and grammatical forms of the same word or expression have corresponding meanings.
- 6) Nothing in this “Policy” relieves a Person/Entity from complying with any provision of any federal or provincial law or regulation, “Policy” or any requirement of any lawful permit, order or licence.
- 7) Where a water service is continued or initiated pursuant to this “Policy”, WRC shall supply water to a Customer at the easement line water main.
- 8) Where a water service is initiated or expanded pursuant to this “Policy”, the Customer shall be responsible for:
 - a) providing the Water Service Connection from the property line or boundary of an easement and/or utility right of way granted to WRC for its Water System to the Customer’s Plumbing System;
 - b) ensuring that the connection referred to in subsection (a) is in compliance with the provisions of this “Policy”;
 - c) ensuring that the connection referred to in subsection (a) and the remainder of the Customer’s Plumbing System comply with the Safety Codes Act and any regulations passed pursuant to that Act;
 - d) ensuring that any permits, inspections or approvals required pursuant to the Safety Codes Act, regulations passed pursuant to that Act, any “Policy” or any other applicable legislation have been conducted or obtained and are valid and subsisting, prior to connection to the Water System; and
 - e) ensure that such connection does not interfere with the operation of the Water System.
- 9) In making an application pursuant to this “Policy” no Person shall give false information.
- 10) WRC shall not be liable for damages or loss suffered by anyone due to the operation of the Water System, unless shown to be directly due to the negligence of WRC or its employees, and without limiting the generality of the foregoing, shall not be liable for damages or loss:
 - a) for the settlement of any excavation or trench made for the installation or repair of any part of the Water System, or any damage or loss resulting from such settlement;
 - b) caused by the break of any water main, Water Service Connection or other pipe;

- c) caused by the disruption of any supply of water from the Water System when such disruption is necessary in relation with the repair or maintenance of the Water System;
 - d) caused by the disruption or cutting off of the Water Supply in the event of an emergency.
- 11) Every Person who relies on a written approval issued pursuant to this “Policy” has the onus of proving that they were the holder of a valid and subsisting approval.
 - 12) A Person must report to WRC any connection or equipment located on a Premises that does not comply with the requirements of this “Policy”.
 - 13) Based on the natural availability of water supply and government regulations, the Corporation may limit, reduce or cut-off water supply as necessary and needed.

Article III. Rates and Fees

- 1) WRC Board shall set rates and fees for all Customers for the following:
 - a) One time “service connection fee”,
 - b) monthly service charges and water usage rates;
 - c) monthly flat rates; and
 - d) collection and cut-off fees.
- 2) Subject to subsection (1), WRC may establish rates and fees for products and services provided pursuant to this “Policy”, including the following:
 - a) fees for inspections, service connections, reconnections and disconnections;
 - b) fees for pipe, water meter, and other equipment rentals, replacement and relocations; and
 - c) service fees for site visits, maintenance, testing and repairs.
- 3) Rates and fees set by the WRC Board pursuant to subsection (1) shall be set out in **Schedule “A”** of this “Policy”.
- 4) No reduction in rates will be made in the monthly charge for water supplied to or made available for use by any Customer because of any interruption due to any cause whatsoever of the Water Supply.
- 5) Where water is supplied by WRC through a Water Meter to a customer, the Customer shall pay to WRC a monthly charge of the aggregate of:
 - a) the monthly service charge as set out in Schedule “A” of this “Policy”; and
 - b) the amount determined by the volume of water shown by the Water Meter as supplied for the applicable month at the usage rate specified, as set out in **Schedule “A”** to this “Policy”.
- 6) Where a partner, namely Wheatland County, Village of Hussar, Village of Rockyford and Village of Standard, wishes to connect, no connection fees will be charged if the connection is paid for by the “Water for Life” program or any other grant.

Article IV. General Prohibitions

- 1) No Person shall enter any fenced area which forms part of the Water System or is controlled by WRC, without the permission of WRC.
- 2) No Person shall climb upon any structure which forms part of the Water System.
- 3) WRC, at the board's discretion, for the protection of the Water System or Water Supply may erect temporary or permanent barriers, barricades, fences or other structures and erect signs to give effect to restrictions or closures.
- 4) No Person other than an employee of WRC acting in the course of their duties may access or climb upon any portion of the raw water reservoir wall or face;
- 5) No Person shall, without the permission of WRC:
 - a) disobey a sign or cross a barrier in the water services area;
 - b) do anything or place or throw any thing which may pollute or contaminate the water of the Reservoir;
 - c) climb upon, tamper with or damage, or allow to be tampered with or damaged, any works, pipes or structure within the Water Service Area;
 - d) or permit or cause any of the above to occur.
- 6) No Person shall:
 - a) damage, destroy, remove or interfere in any way with any pipe, pipe connection, valve, or other appurtenance forming part of the Water System;
 - b) interfere in any way with or cause any interference with the use of the Water System by another Customer, and without limiting the generality of the foregoing, shall not attach any device to any water pipe which may create noise, a pressure surge, back-flow or contamination of the Water System;
 - c) use any boosting device on any Water Service Connection, on the upstream side of a Water Meter or Water Service Valve for the purpose of increasing water pressure;
 - d) tamper with, break or remove any seal, lock-out device or lock-out tag installed by WRC on any valves or flanged outlets on Water Service Connections or Water Metering facilities; and
 - e) attach or connect any pipe to any pipe or main of the Water System or in any other way obtain or use any water thereof without consent of WRC;
 - f) or permit or cause any of the above to occur.

Article V. Access

- 1) As a condition of water service and as operational needs dictate, employees of WRC shall have free access to all parts of a property, building or other premises in which water is delivered and consumed, at reasonable hours of the day and upon reasonable notice for the purpose of:
 - a) installation, maintenance, repair, and removal of the Water System and Water Service Connections;
 - b) installation, testing, repair and removal of Water Meters or other parts of the Water System;
 - c) inspection of Cross-Connection Control Devices or other equipment and works associated with the Water System and the Customer Plumbing System;
 - d) reading of Water Meters; and
 - e) inspections for compliance with this “Policy”.
- 2) No Person shall hinder, interrupt or cause to be hindered any employee of WRC or its contractors, servants and agents or workers, in the exercise of any of the powers or duties relating to the Water System.
- 3) Upon termination of Water Service, any employee of WRC, at all reasonable times may enter the parcel or premises which was supplied with Water Service for the purpose of removing from the parcel or premises any fittings, machines, apparatus, water meters, pipes or any other items that are the property of WRC.
- 4) Employees of WRC may at any time specify the required position or require the relocation, at a property owner’s expense, of any Water Meter, Cross Connection Control Device, pipe, valve or fitting forming part of the Water System.
- 5) A fee may be charged, as set by the Board from time to time, where a WRC employee or agent is required to make an additional visit or visits at a parcel or premises for any of the following reasons:
 - a) where a Customer refuses access to a parcel or premises for WRC employee or agent to install, repair, replace, inspect, test or read a Water Meter or any other equipment in relation to the Water System;
 - b) where a WRC employee or agent attends at a parcel or premises for a scheduled appointment to perform any of the functions set out in subsection (a), and the Customer is not present at the scheduled time to provide access to the parcel or premises; or
 - c) where a WRC employee or agent attends at a parcel or premises to perform any of the functions set out in subsection (a) and is unable to proceed based on unsafe conditions or the inadequacy of access to the parcel or premises.

Article VI. Water Meters

- 1) Unless otherwise authorized by the Board, all customer water connections must be metered.
- 2) The following water services shall not require connection to a Water Meter:
 - a) fire service connections which are not used for any other purpose; and
 - b) such other connections where, in the opinion of the board, it is impractical to install a Water Meter.
- 3) All meters shall remain the property of WRC.
- 4) As a condition of service, WRC may:
 - a) determine the size, type and number of Water Meters to be supplied and installed for a customer;
 - b) determine the location that a Water Meter or Water Meters are to be installed as shown on Article XIV;
 - c) in the case of installation of two or more Water Meters, require their installation adjacent to each other and as close as possible to the Water Service Valve or place where the Water Service Connection enters the building;
 - d) require a Water Meter to be either tested on site or removed for testing by a Water Services employee or Person authorized by WRC at any specific time or on a periodic basis;
 - e) require a Water Meter to be relocated:
 - i) if the building to which it was initially installed, has been altered; or
 - ii) to a location near the point of entry of the Water Service Connection;
- 5) Every Customer may:
 - a) request that a Water Meter or metering facilities be relocated by submitting plans and specifications to WRC in a form, and upon approval by WRC may relocate, alter or change any existing Water Meter or metering facilities, the costs of any such alteration or relocation including costs incurred by WRC being the responsibility of the Customer.
- 6) No Person shall:
 - a) interfere with or tamper with the operation of any Water Meter or remote reading device; or
 - b) open a by-pass valve on a Water Meter or metering installation except in the case of an emergency.
- 7) The WRC Board may:
 - a) require a Water Meter to be read;
 - b) determine the frequency at which Water Meters shall be read;
 - c) shut-off the Water Supply to a Customer
 - d) subject to subsection (8), estimate a Water Meter reading.
- 8) A Water Meter reading may be estimated by WRC based on either previous consumption patterns or a daily average consumption for the premises, if:

- a) WRC is unable to obtain a Water Meter reading;
 - b) a Water Meter fails to properly register the amount of water consumed; or
 - c) water supplied through a Water Meter has not, for any reason whatsoever, registered on the Water Meter.
- 9) If a Customer experiences abnormal water consumption, WRC may adjust the Customer's bill taking into consideration any or all of the following factors:
- a) whether the Customer is a municipal, commercial or general service Customer;
 - b) the cause or nature of the abnormal water consumption;
 - c) any evidence of action taken by the Customer to abate the abnormal consumption;
 - d) any other factor or factors that the Board considers relevant.

Article VII. Water Service Connection

- 1) WRC shall install that portion of the Water Service Connection which is on WRC property or right of way and which runs from the Water Main to a property line of the parcel of land to be serviced, adjacent to a street or lane, or at the boundary of an easement granted to WRC for its Water System at the customers expense. If the customer wishes to hire their own contractor, WRC must approve the contractor, and a WRC representative must be present for connection to the Water Main
- 2) WRC shall remain the owner of the Water Service Valve for each rural connection. The customer shall remain responsible for the maintenance, repair, and replacement of that portion of the Water Service Connection after the Water Service Valve.
- 3) Any Water Service Connection, pipe line or water system on private property through which the supply of water is conveyed from the portion of the Water System which is located at the property line of the street or lane, or boundary of an easement area granted to WRC for its Water System, to the water outlets or fixtures on the private property shall be installed, maintained, repaired and replaced by the customer at the customer's expense, and without limiting the generality of the foregoing, as a condition of receiving water service from WRC, the Owner shall:
 - a) install such Water Service Connections in compliance with the provisions of relevant "Policies"; and
 - b) maintain such Water Service Connections in a state of good repair, with sufficient protection from freezing, free from leakage, or other water loss to the satisfaction of WRC.
- 4) All Water Service Connections must have and will be provided by WRC with a Water Service Valve and such valve:
 - a) shall be placed immediately on the inlet side of the WRC provided Water Meter;
 - b) is intended to enable WRC to shut off the supply of water in case of an emergency, for the repair or protection of the building, pipes or fixtures, or to prevent flooding of the parcel or premises or in the event the premises are permanently or temporarily vacated.
- 5) No Person shall turn a Water Service Valve on or off except as authorized by WRC.
- 6) Any Customer may request that their water service be shut-off temporarily, which is subject to a fee.
- 7) Every newly constructed, reconstructed or renovated premises serviced from a Water Main, shall have a Premises-isolating Cross Connection Control Device (as Double Check Valve Assemblies (DCVA), Reduced Pressure Principle Assemblies (RP), Pressure Vacuum Breaker Assemblies (PVB/SRPVB) or Air Gaps) installed on the Customer's Plumbing System where the service enters the building, or in a location approved by WRC.
- 8) WRC must inspect and approve all connections prior to water being turned on to the property. The customer must be present when water is turned on.

Article VIII. Flushing Hydrants

- 1) Unless authorized by the Board, no Person shall:
 - a) open or close any flushing hydrant or flushing hydrant valve;
 - b) connect any device of any kind to a flushing hydrant, including a pipe, hose, fixture, or appliance; or
 - c) use water from a flushing hydrant, regardless of whether that flushing hydrant is located on private or public property, for any purpose other than fire protection.
- 2) All persons who own property on which a flushing hydrant is located or own property which is adjacent to WRC owned property or right of way on which a flushing hydrant is located:
 - a) shall maintain a two (2) metre clearance on each side of a flushing hydrant and a one (1) metre clearance on the side of a flushing hydrant farthest from the nearest adjacent street, as set out in **Schedule "B"** to this "Policy";
 - b) shall not permit anything to be constructed, erected, or placed within the clearance provided in paragraph (a) of this subsection; and
 - c) shall not permit anything except grass to be planted within the clearance area set out in subsection (a).

Article IX. Enforcement and Penalties

- 1) Any Person who contravenes any provision of this “Policy” by:
 - a) doing any act or thing which the Person is prohibited from doing, or;
 - b) failing to do any act or thing which the Person is required to do, including:
 - i) failing to comply with a requirement imposed by WRC
 - ii) failing to comply with a requirement or condition of a written approval or permit given by WRC; or
 - iii) failing to comply with a requirement or condition of an agreement entered into by WRC with the Person;

is guilty of an offence.
- 2) Any Person who is convicted of an offence pursuant to this “Policy” is liable on summary conviction to a fine not exceeding \$10,000.00 and in default of payment of any fine imposed, to a period of imprisonment not exceeding six (6) months.
- 3) Where an Officer believes that a Person has contravened any provision of this “Policy”, the Officer may commence proceedings against the Person by issuing a violation ticket pursuant to the Provincial Offences Procedures Act, R.S.A. 2000 C. P-24.
- 4) Where there is a specified penalty listed for an offence in **Article X** to this “Policy”, that amount is the specified penalty for the offence.
- 5) Notwithstanding the specified penalties set out in **Article X** to this “Policy”:
 - a) if a Person is convicted twice of the same provision of this “Policy” within a twenty-four (24) month period,
 - i) the specified penalty for the second conviction shall be twice the amount of the specified penalty as set out in **Article X**; and
 - ii) the minimum penalty for the second conviction shall be the amount of the specified penalty for a first offence as set out in **Article X**; and
 - b) if a Person is convicted three or more times of the same provision of this “Policy” within a twenty-four (24) month period,
 - i) the specified penalty for the third and subsequent convictions shall be three times the amount of the specified penalty as set out in **Article X**; and
 - ii) the minimum penalty for the third and subsequent convictions shall be double the amount of the specified penalty for a first offence as set out in **Article X**.
- 6) The levying and payment of any fine for any period provided in this “Policy” shall not relieve a Person from the necessity of paying any fees, charges or costs for which that Person is liable under the provisions of this “Policy” or any other “Policy”.
- 7) Notwithstanding the provisions of this Section, any Person who contravenes any provision of this “Policy” may forfeit the right to be supplied with water from the Water System.

Article X. Offences and Penalties

1. Provide false information \$1000
2. Enter fenced area of Water System without permission \$1500
3. Climb structure of Water System \$1500
4. Access or climb on reservoir Dam \$1500
5. Enter or remain in or on water of reservoir \$1500
6. Place thing in water or on ice of reservoir \$1500
7. Activity which may pollute reservoir \$3000
8. Climb, damage or tamper with Water System \$1500
9. Damage, destroy, remove, interfere with Water System \$1500
10. Interfere with another Customer's use of Water System \$1500
11. Use of boosting device to increase water pressure \$1500
12. Prohibited installation upstream of Water Meter \$1500
13. Prohibited installation upstream of Premises Cross Connection Control Device \$1500
14. Tamper, break or remove seal on Water Service Connection or Water Meter \$1500
15. Prohibited connection to Water System \$3500
16. Hindrance of WRC Employee or agent \$1000
17. Interfere or tamper with Water Meter or reading device \$1000
18. Prohibited opening of bypass valve or metering installation \$1000
19. Failure to provide meter reading \$500
20. Failure to maintain shut-off valve \$1500
21. Unauthorized operation of Water Service Valve \$1500
22. Allow unauthorized operation of Water Service Valve \$1500
23. Unauthorized Cross Connection \$1500
24. Failure to install Cross Connection Control Device \$2000
25. Fail to file failed Testable Cross Connection Control Device test report within 1 day \$500
26. Unauthorized opening or closing of hydrant or hydrant valve \$1500
27. Unauthorized connection to hydrant \$1500
28. Unauthorized use of water from hydrant \$1500
29. Paint or allow to be painted a hydrant unauthorized colour \$100
30. Allow obstruction of hydrant \$150
31. Allow thing to interfere with operation of hydrant \$1500
32. Failure to comply with hydrant connection unit requirements \$1500
33. Unauthorized connection of alternate water source to Water System \$1500
34. Prohibited sharing of Water Supply from one premises to other eligible premises \$1500
35. Failing to comply with a requirement of the WRC Manager or Board decisions \$1500
36. Failing to comply with a requirement or condition of a written approval or permit \$1500
37. Failing to comply with a requirement or condition of an agreement \$1500

Article XI. Meter Location Options

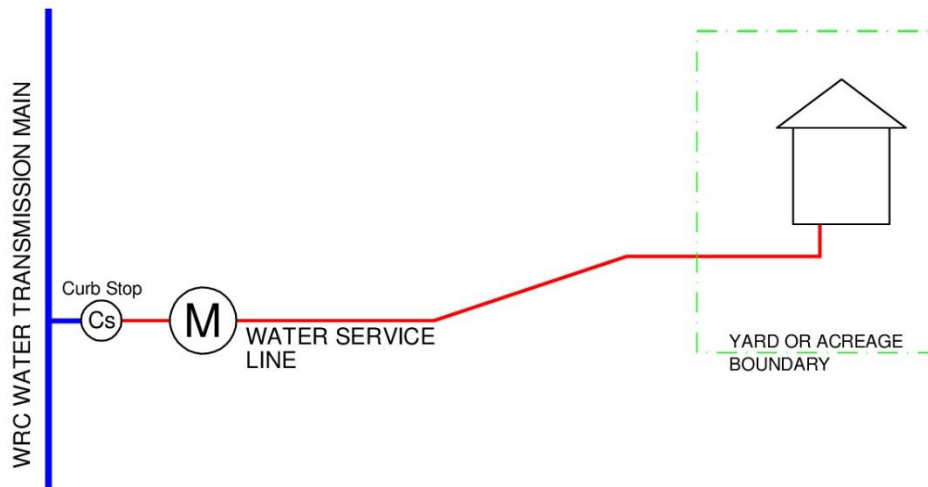
The following diagram shows the location of the meter in any installation for rural users. Alternatives are subject to Board approval Liability of the Corporation is defined at the WRC Water Transmission line shown on the diagram below.

LOCATION FOR METER, FLOWCONTROL ETC: METER VAULT AT WRC MAIN LINE

LENGTH OF SERVICE LINE : SHORT

OWNERSHIP OF SERVICE LINE: WCR TO CURB STOP, CONSUMER FOR THE BALANCE

LOCATION FOR CONSUMER CISTERN: INSIDE OR OUTSIDE



Schedule “A” Fees & Charges

Each connection is rated at 0.75 USGPM (4 m³/day). If more flow is required, then a multiplication of the connection is calculated. All costs associated with construction (installation of saddle, excavation, water meter, valves, vaults...etc.) will be charged at cost+5%.

Monthly invoice charges will include two charges.

1. **Service charge equal to \$50 times number of connections**
2. **Consumption Rate charge equal \$3.88 times consumption volume in m³ (To be set and approved by the Board yearly)**

Example1- If a customer requires 4 m³/day trickle volume, then they will be provided with a connection equivalent to 1. Installation charge is cost+5%. If their monthly consumption is 12 m³, then their monthly invoice is $\$50 \times 1 + 12 \times \$3.88 = \$96.56$

Example2- If a customer requires 6 m³/day trickle volume, then they will be provided with a connection equivalent to 2. Installation charge is cost+5%. If their monthly consumption is 120 m³, then their monthly invoice is $\$50 \times 2 + 120 \times \$3.88 = \$565.60$ Extra length of pipes and/or fittings shall be charged at cost plus 5%.

- Any land acquisition and right of way shall be charged at cost plus 5%.
- The monthly charges (service charge and consumption rate) are subject to annual increase beginning of January every year.

Other charges

These charges are one-time fees per occurrence.

- Water meter sale, cost+5%
- Water Service disconnect due to non-payment, \$85
- Water Service disconnect, \$100
- Water Service reconnect, \$100
- Late payment fees, 2% of unpaid amount
- NSF or returned cheques, \$50

Schedule "B" Flushing Hydrant Clearance

