

**1538974 Alberta Ltd.
Hereinafter referred to as
“The Utility”**

WATER and WASTEWATER SERVICE GUIDELINES

EFFECTIVE DATE: November 5, 2019	POLICY:
APPROVED BY: 1538974 Alberta Ltd. Board of Directors	SUBJECT: Water and Wastewater Service Guidelines
REVISED DATE:	PAGE NO.: 1 of 4
EXPIRY DATE:	POLICY FUNCTION:

PURPOSE AND INTENT

To provide guidance on the repairs and maintenance of water and wastewater utility infrastructure within the City of Chestermere. This policy forms part of Water and Wastewater Services Guidelines as outlined in Part II section 7 of the Water Bylaw 025-13 and Part II section 7 of the Wastewater Bylaw 027-013. It also supports Part II Section 14 (7) of the Storm Drainage Bylaw 026-13.

POLICY

1. DEFINITIONS

- 1.1 Provided in the Water, Storm, and Wastewater bylaws 025-13, 026-13 and 027-13 respectively.
- 1.2 For the purpose of this policy the “Utility” shall be defined as an authorized representative of the City of Chestermere. This shall include EPCOR, 1538974 Alberta Ltd., and/or any operators of the City of Chestermere.

2. GENERAL

- 2.1 Water, Storm, and Wastewater Service repairs and investigations within private property lines are the responsibility of the property owner.
- 2.2 Water and Wastewater Service repairs on public property, are the responsibility of the Utility.
- 2.3 The Utility shall not be liable for damages or loss suffered by anyone due to the operation of the Water and Wastewater System and without limiting the generality of the foregoing, shall not be liable for damages or loss:

- 2.3.1 for the settlement of any excavation or trench made for the installation or repair of any part of the water or wastewater system, or any damage or loss resulting from such settlement;
 - 2.3.2 caused by the break of any main or service connection or other pipe;
 - 2.3.3 caused by the disruption of any supply of water from the Water System when such disruption is necessary in connection with the repair or maintenance of the Water System;
 - 2.3.4 caused by the disruption or cutting off of the Water Supply in the event of an emergency.
- 2.4 The property owner shall be responsible for any damage to public property caused by any contractor engaged by the property owner.

3. GUIDING PRINCIPLES

3.1 Water leak in the water service line.

When a leak is discovered on the water service line, the following procedure shall be followed:

- 3.1.1 The leaks criticality will be determined by the Utility, based on the ramification of the leak to the community, into one of two categories being critical and non-critical
 - 3.1.1.1 Critical leak is one that, if not repaired within a short length of time, there is a higher likelihood of significant water loss and/or significant damage to private/public property or safety of community.
 - 3.1.1.2 Non-critical leak is one that is not designated as Critical.
- 3.1.2 When a Critical leak is discovered in the public water service line, the Utility will make a reasonable attempt to provide notice to the property owner and the repair will be completed by the Utility, as soon as practical but no more than **15 days of notice**.
- 3.1.3 When a non-critical leak is discovered in the public water service line, a notice will be provided to the homeowner by the Utility **within 5 working days** of identification of leak. A secondary notice will be provided a minimum of 3 working days prior to the repair by the Utility. The Utility **will make reasonable effort to repair the leak within 30 days of notice to property owner**.
- 3.1.3.1 When a Non-critical leak is discovered on the private water line, a notice will be provided to the property owner by the Utility to repair the line. From the date of notice to the date that the leak is repaired, a leakage rate of 17.5 m³/day shall be added to the property owners water utility bill in addition to the metered usage

as a reasonable approximation of un-metered water usage. The property owner can choose to have their water services shutoff by the Utility to avoid this charge.

3.1.3.2 If the leak is repaired by the property owner within 15 days of the date of notice, the charges associated with the daily leakage rate shall be reimbursed to the property owner. Reimbursement shall be a credit on the property owners water utility bill.

3.1.4 When a Critical leak is discovered on the private water line, a notice will be provided to the property owner by the Utility and the water shall be shutoff until such time that the repair has been completed.

3.2 Sewer and storm water backup in the service line

When a property owner experiences a sewer/storm water backup from the service line, the following procedure shall be followed:

3.2.1 The property owner shall notify the Utility of the sewer/storm backup.

3.2.2 The Utility will investigate the main servicing the property and remediate any problems as needed. If no problems are identified in the mains, the Utility will notify the property owner of the same.

3.2.3 In an event where a private property experiences a storm/sewer backup that is the direct result of an issue in the public storm/sewer service line, the property owner may apply for a reimbursement of associated costs. The Utility will conduct a thorough investigation and execute reimbursement on fair grounds upon its discretion. To apply for reimbursement, the following must be provided by the property owner to the Utility:

3.2.3.1 A video inspection with report of the service line by a professional plumber showing the location of the blockage on the public side. The video must include an accurate distance tracker which correlates to the report.

3.2.3.2 Proof of certification of the professional plumber.

3.2.3.3 Receipts with breakdown of the services rendered with proof of payment.

3.3 Cost Sharing of water repairs between the Utility and the property owner as a result of 3.1

In an event when the section of water line to be repaired overlaps the public and private property lines, cost efficiencies may be realized by remediation via a combined approach using one contractor for the entirety of the repair. Offering this service is at the discretion of the Utility. The following will apply in a cost sharing agreement:

- 3.3.1 The cost sharing of the repair shall be directly proportional to the length of service line requiring repair on either side of the property line. For example, a total of 10 meters of service line needs to be repaired; 6 meters on the public service line and 4 meters on the private service line. The Utility will carry the costs for 60% of the repair and the private property owner will carry 40% of the cost.
- 3.3.2 The property owner and the Utility will sign two separate contracts, each including their individual scopes, with the contractor. The Utility will not be liable for any work that the contractor performs on the property owner's private property (as per the general conditions 2.3 and as outlined in bylaws 025-13 and 027-13 Schedule A, Part II, section 3 (3)).
- 3.3.3 The homeowner must provide written consent to the Utility if they wish to proceed via this method of repair.

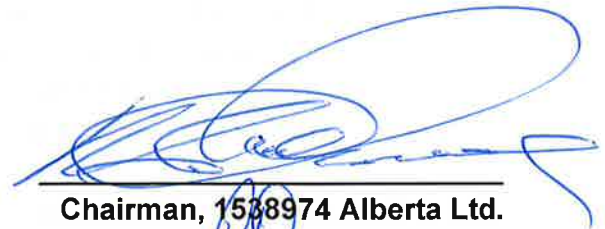
REFERENCES

Municipal Government Act R.S.A 2000, c. M-26

Bylaw 025-013

Bylaw 026-013

Bylaw 027-013



Chairman, 1538974 Alberta Ltd.

CEO, 1538974 Alberta Ltd.