


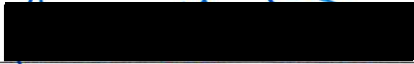


## Rural Potable Water Servicing

MOTION 422.07.25.23

PREPARED BY: **Environmental Services**  
 REFERENCES: *Water & Wastewater Systems Bylaw,  
 Municipal Government Act, Master  
 Rates Bylaw,*

COUNCIL APPROVAL DATE: **July 25, 2023**  
 PREVIOUS REVISION: **225.04.11.23**

<i>Signatures</i>	
Reeve  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Alvin Hubert	Chief Administrative Officer  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Cary Merritt

### PURPOSE:

To enable residential, commercial and industrial access to safe, reliable, water service for community sustainability, regional growth and economic prosperity.

### GUIDELINES:

#### 1. Definitions:

- a. **"Connection"** – connection of a parcel of land to a supply or distribution servicing line.
- b. **"Customer"** – means the registered owner of the parcel of land to which a connection is made.
- c. **"Distribution servicing line"** – all other rural potable water lines that do not fall into the supply line category and feed less than ten (10) services.
- d. **"Potable water infrastructure"** – water reservoirs, water treatment plants, potable water fill stations, supply and distribution lines, related equipment, and service connections owned by the County.
- e. **"Public demand"** – shall mean a number of customers with potential connections in the service area have signed the *Rural Potable Water Servicing Agreement – Schedule 1* – displaying their commitment to connect.
- f. **"Rural Potable Water Action Plan"** – shall mean Council's potable water action plan as established annually in January for the three (3) years following the current year with aim to prioritize annual projects (sequence of events), to guide staff efforts to prepare project proposals, and to inform financial planning.
- g. **"Service area"** – an area as identified on *Conceptual Service Area Map – Schedule 2*.
- h. **"Supply line"** – a rural potable water line (minimum size 75 mm or 3" diameter and as will be determined during detailed design taking into consideration the age of water and velocity) to supply water services to a minimum of ten (10) services beyond its furthest point or to supply water services to a future growth area.
- i. **"System capacity"** – actual capacity of the existing potable water infrastructure.
- j. **"Existing Occupied Development"**– Permanent serviced residences and/or a full time Commercial Business.

#### 2. Through this Policy, the County Council reaffirms its goals with an aim to:

- a. enhance access to safe, secure drinking water that leads to public health and property;
  - b. utilize a balanced approach: healthy aquatic ecosystems, the economy, and human health; and
  - c. consider expanding the rural potable water infrastructure through introduction of new supply and distribution servicing lines on a per service area basis when feasible to do so.
3. The County Council will consider expanding the rural potable water infrastructure on an annual basis, while guided in their decision-making by the following:
- a. budgetary consideration for that year;
  - b. average cost per service for the service areas with the highest public demand;
  - c. potable water infrastructure system capacity;
  - d. type of rural potable water service requests (i.e. country residential, farm residential, commercial, industrial);
  - e. public demand from a service area; and
  - f. “the needs vs. wants” assessment based on potable water requirement to:
    - i. meet basic human needs (safe drinking water);
    - ii. sustain communities within settlement areas (resident retention);
    - iii. enhance communities for residential growth (based on development activity);
    - iv. respond to growth demand for future development (developer agreements);
    - v. encourage management growth (land use plan goals); and
    - vi. develop the system in logical sequence (phased approach)
  - g. providing Rural Potable Water Service to a property with existing occupied development.
4. The following conditions will apply to customers:
- a. the trickle system is to be used for domestic use only;
  - b. there will only be one service connection per land title; and
  - c. the applicant must be in good standing with Saddle Hills County.
5. Throughout the year Council will consider approving applicants for rural water infrastructure subsequent to the construction phase of the supply and distribution lines. The same criteria as Section 3 above will be used in the decision-making process.
6. Chief Administrative Officer or Designate will:
- a. annually advertise an invitation to sign a Rural Potable Water Servicing Agreement to the residents of service area(s) as identified in the Rural Potable Water Action Plan, for consideration to construct in a subsequent year; and
  - b. present a summary of received Rural Potable Water Servicing Agreements to Council during fall budget deliberations, including preliminary engineering estimates for each service area.
7. The residents of a service area will display the sufficient public demand to connect to the potable water infrastructure when:
- a. a number of customers in the service area with possible connections have signed a Rural Potable Water Servicing agreement (Schedule 1), including the following:
    - i. granting to the County a blanket easement and confirms the owner will sign a formal easement agreement in favour of Saddle Hills County in the County’s standard form, for the



purpose of granting the County the right to carry out rural potable water infrastructure servicing activities for all affected properties prior to construction;

- ii. acknowledging that non-payment of future water consumption fees will result in transfer of unpaid amounts to the property's tax roll.

- 8. The Rural Potable Water Servicing agreement shall not terminate and stay in effect unless:
  - a. the County has completed the project to service the area and the service connection is complete; and
  - b. the applicant cancelled the agreement by a written notification to the County prior to the commencement of the project.
- 9. The County shall send a letter to an applicant annually advising about the County's progress regarding the relevant phases of the project and advising of any significant changes to the County's potable water policies or bylaws.
- 10. Council may consider variances under special circumstances.

**ATTACHMENTS:**

Schedule 1 – Rural Potable Water Servicing Agreement

Schedule 2 – Conceptual Service Areas Map

SCHEDULE 1**RURAL POTABLE WATER SERVICING AGREEMENT**

BETWEEN:

SADDLE HILLS COUNTY

a municipal corporation in the Province of Alberta

(hereinafter "Saddle Hills County")

and

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owners of land within Saddle Hills County (complete Schedule 1A)

(hereinafter "the Customer")

WHEREAS:

- A. Saddle Hills County Council, on an annual basis, considers expanding its rural potable water infrastructure to provide potable water to additional properties in the County by a municipal water utility (the "Saddle Hills Water Utility System").
- B. The Customer owns the lands described in Schedule 1A to this agreement (the "Lands") and wishes to have those Lands connected to the Saddle Hills Water Utility System upon Saddle Hills County determining the Lands are within a service area for which the Saddle Hills Water Utility System will be expanded.
- C. Saddle Hills County will consider expanding the Saddle Hills Water Utility System when public demand is demonstrated in an identified service area, the rural potable water infrastructure has the capacity for expansion, budgetary considerations have been established, and other criteria set by Council have been met.
- D. Entering into this agreement is a commitment by the Customer that the Lands are to be serviced by the Saddle Hills County Water Utility System when the system or works of that utility system are adjacent to the Lands.
- E. Saddle Hills County has authority under the *Municipal Government Act* to pass bylaws in relation to municipal public utilities.



## NOW THEREFORE:

- A. In consideration of Saddle Hills County giving consideration to expanding the Saddle Hills County Water Utility System to a service area including the Lands and to connecting the Lands to that system when such utility infrastructure is approved for construction in the service area in which the Lands are located, the Customer agrees as follows:
- i. the Customer hereby requests that a service connection be provided to the Lands from the Saddle Hills County potable water infrastructure supply or distribution servicing lines when available to the Lands;
  - ii. upon utility service from the Saddle Hills Water Utility System being available to the residence, the Customer shall cease use of any other source of potable water for the residence, except as specifically otherwise authorized by Saddle Hills County;
  - iii. Saddle Hills County and their Contracting and Engineering representatives may enter on the Lands for the purposes of constructing the potable water infrastructure, including the service connection the the Lands;
  - iv. does hereby grant an easement to Saddle Hills County over/throughout the Lands for the purposes of installing any portion of the Saddle Hills County potable water infrastructure in or on or over the Lands, or adjacent to the Lands. Saddle Hills County may register a caveat regarding this grant easement, and such caveat to be discharged upon termination of this agreement unless such potable water infrastructure must be regularly maintained for the purposes of serving other Customers. The Customer agrees, upon request of Saddle Hills County, to execute a formal detailed easement in Saddle Hills County standard form to replace this grant of easement; unless Saddle Hills County otherwise directs, Saddle Hills County will carry out the construction of the Potable Water Infrastructure service connection on the Lands;
  - v. acknowledges that consumption fees or rates if unpaid may be added to the tax roll of the Lands as authorized by the *Municipal Government Act*;
  - vi. comply with all *Water and Wastewater Systems Bylaw*, *Master Rates Bylaws*, and *Rural Potable Water Servicing* policies of Saddle Hills County; and
  - vii. pay all rates or consumption fees charged by Saddle Hills County for delivery of potable water to the Lands.
- B. Except as provided below, this agreement shall continue to apply, except to the extent that it is inconsistent with Saddle Hills County *Water and Wastewater Systems* and *Master Rates Bylaws*, in which case the applicable bylaw provision shall prevail.
- C. The Rural Potable Water Servicing Agreement shall not terminate and stay in effect unless:
- i. the County has completed the project to service the area and the service connection is complete;
  - ii. the Customer cancelled the agreement by a written notification to the County prior to the commencement of the project.
- D. The County shall send a letter to the Customer annually advising about the County's progress regarding the relevant phase of the project and advising of any significant changes to the County's potable water policies or bylaws.

E. The Customer acknowledges that Saddle Hills County is entitled to rely upon this agreement as a request for connection of the Lands to the Saddle Hills County water utility system regardless of a change in ownership of the Lands following execution of this agreement.

F. Time is of the essence of this agreement.

THIS AGREEMENT ENTERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SADDLE HILLS COUNTY

Per: \_\_\_\_\_

Per: \_\_\_\_\_

[Applicant's Signature]

Per: \_\_\_\_\_

[Applicant's Signature]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

SCHEDULE 1A

## Legal Description of the Customer's Lands and Customer's Contact Information

Legal Land Location:

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Contact Information:

Name:

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Home Phone:

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Cell Phone:

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Email:

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Mailing address:

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Rural address:

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Is this location a permanent residence with services?

☐

Yes

☐

No

☐

Other

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Is this a full time commercial business site?

☐

Yes

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No



# SCHEDULE 2

