



**Town of Altona**  
**Sewer Connection Policy**

## **POLICY STATEMENT**

The Town of Altona strives to protect the environment while supporting sustainable growth. This policy will ensure consistency and fairness when handling requests for new sewer connections.

## **PURPOSE**

The purpose of this policy is to establish the regulations and a structured system for the costs, responsibilities and maintenance of sewer utility connections within the Town of Altona.

## **SCOPE**

This policy applies to all sewer utility connections within the boundaries of the Town.

## **POLICY**

### **General information**

1. A sewer permit fee (currently \$50.00) must be received at the Town of Altona Administration Office prior to the commencement of any construction. Payment of the permit fee will only give the applicant the right to connect to the sewer system. In addition to the above, the applicant shall be responsible to retain the services of an approved licensed sewer works contractor, and pay for the actual cost of the connection from the main sewer line to the building to be serviced.
2. The Property Owner will be required to enter into a sewer connection agreement with the Town outlining, among other things, the duties and responsibilities of both parties (see Schedule "A" for Low Pressure Sewer Connections or Schedule "B" for Sewer Connections).
3. All sewer connections shall be installed using the latest CSA approved curb stops, valves, service line, saddles and fittings and all materials used for the sewer connections must be approved by the Town of Altona Public Works Manager.
4. All sewer connections shall be run to the building to be serviced using the most direct route possible. The Public Works Manager may consider allowing more than one (1) building to connect to the same sewer service

connection where the second building is located on the same property (certificate of title) and the second building is physically located in such a way that it makes sense to be serviced by the same sewer service connection. The Property Owner will be responsible for all additional costs to service the second building including service line upsizing if required.

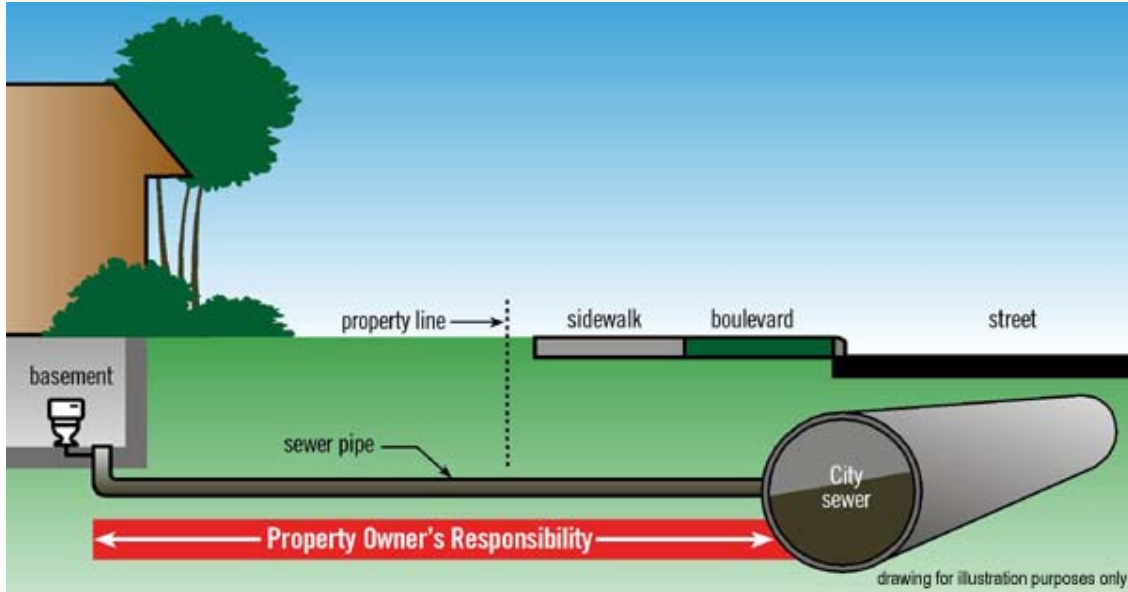
5. To protect the integrity of the sewer utility system, all sewer connections and repairs must be done by an approved licensed sewer works contractor approved by the Town.
6. For Town of Altona Water Utility Customers, sewer service charges shall be calculated on a per thousand gallons basis using the quarterly consumption on the water meter. Otherwise, sewer service charges shall be based on quarterly consumption of 12,500 gallons plus the quarterly customer service charge. Rates shall be subject to Public Utilities Board approval.

#### **New developments**

7. Sewer utility connection fees and infrastructure costs for any new residential or commercial multi-lot subdivisions shall be negotiated with the developer through the use of a development agreement.

#### **Repairs & maintenance**

8. All costs for future repairs from the main sewer line up to and including the curb stop shall be the responsibility of the sewer utility unless damaged due to the Property Owner's negligence.
9. All costs for future repairs of the sewer line from the main sewer line to the serviced building shall be the Property Owner's responsibility (see image below), unless it is proven that that a blockage resulted from a structural failure with the sewer line under Town property (from the curb stop to the main sewer line). These repairs must be performed by an approved licensed sewer works contractor.
10. All costs for landscaping, lawn sod or re-seeding after the sewer connection installation is completed are the responsibility of the Property Owner.



## COMPLIANCE

In cases of policy violation, the Town may investigate and determine appropriate corrective action. The Town of Altona Council may vary this policy or make considerations.

**Schedule "A"**  
**LOW PRESSURE SEWER CONNECTION AGREEMENT**

THIS AGREEMENT made in duplicate this \_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_;

BETWEEN:

The Town of Altona  
PO Box 1630  
Altona, MB R0G 0B0  
(hereinafter called the "Town")

of the First Part,

- and -

*Name of Property Owner(s)*  
*Mailing Address*  
*Civic Address*  
*Legal Description*  
*Certificate of Title*  
(hereinafter called the "Property Owner")

Of the Second Part.

**Definitions**

"LPS" means the Low Pressure Sewer main line outlined in red on the attached map.

"Property Owner's Lands" means the lands legally described as Lot \_\_\_ Plan \_\_\_\_\_ in the Section-Township-Range and commonly known as \_\_\_\_\_ (civic address).

"Sewage" means the liquid or grey water portion normally associated with household septic systems.

WHEREAS the Town installed a low pressure sewer line in 2021 along 9<sup>th</sup> Street NW and 14<sup>th</sup> Avenue NW;

AND WHEREAS the LPS is designed to service Property Owners along the LPS route;

AND WHEREAS the Town requires all Property Owners to apply and pay for a sewer permit prior to connecting to the LPS;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and agreements hereinafter set forth, reserved and contained on the part of the Town and on the part of the Property Owners respectively, to be paid, observed and performed, the parties hereto covenant and agree as follows:

**ARTICLE I – PROPERTY OWNER’S DUTIES AND RESPONSIBILITIES**

- 1.01 The Property Owner agrees to apply and pay for a sewer permit in conjunction with the signing of this agreement. Payment of the sewer permit fee will only give the applicant the right to connect to the low-pressure sewer system. In addition to the above, the sewer connection applicant shall be responsible to retain the services of an approved licensed sewer works contractor, and pay for the actual cost of the connection from the main sewer line to the building to be serviced. All costs for landscaping, lawn sod or re-seeding after the sewer connection installation is completed are the responsibility of the Property Owner.
  
- 1.02 The Property Owner agrees to re-route any drain tile, eaves trough or any other drainage device that is not considered normal household “sewage” to a sump pit or other acceptable form of drainage so that it does not enter the LPS. The Property Owner is responsible for any costs associated with the above and this must be completed before a connection to the LPS will be permitted.
  
- 1.03 The Property Owner is responsible for any costs associated with having their existing septic tank cleaned out and this must be completed immediately prior to connecting to the LPS. Furthermore, the Property Owner is responsible for any repair or replacement costs if their existing septic tank is found to be damaged or defective.
  
- 1.04 The Property Owner is aware that a new sewer pump must be installed as specified by the Town’s Public Works Manager (equal in pumping capacity to originally specified pumps). The Property Owner understands that if the sewer pump requires replacement in the future, the new sewer pump’s specifications will be required to be reviewed and approved by the Town’s Public Works Manager prior to installation so as to maintain the integrity of the LPS.
  
- 1.05 The Property Owner is responsible for the cost of installing a septic tank alarm to provide notification if there is a sewer pump failure or some other unforeseen event that causes the septic tank to overflow, which may lead to a sewer backup.

- 1.06 The Property Owner will be required to pay a quarterly service charge approved by the Public Utilities Board for using the LPS.
- 1.07 The Property Owner agrees to provide access to their property to the septic hauling contractor whose services are retained by the Town for the annual septic tank cleanout. In the event that the aforementioned access is denied, the Town may, at their discretion and in compliance with any Public Utilities Board Regulations, turn-off the LPS connection curb-stop until the property owner grants the required access.
- 1.08 The Property Owner is responsible for any repair or maintenance costs to the LPS from the main sewer line to the residence or building being serviced by the LPS, unless it is proven that a blockage resulted from a structural failure with the sewer line from the curb stop to the main sewer line (on Town property).
- 1.09 The Property Owner is responsible for any additional costs of changing the existing sewer sump setup including electrical upgrades if required to facilitate connection to the LPS.
- 1.10 If the residence or building being serviced by the LPS has floor heat piping, and the Property Owner requests that the LPS service line be installed into the residence or building, the Property Owner will be responsible for any damages that may occur to the floor heat piping as a result of the LPS service line installation.
- 1.11 If the property being connected to the LPS is being leased or rented, the Property Owner is responsible both to ensure that the Tenant complies with the conditions contained in this Agreement and to provide the Tenant with a written copy of this Agreement.

## **ARTICLE II – MUNICIPALITY’S DUTIES & RESPONSIBILITIES**

- 2.01 The Town will be responsible for any repair or maintenance costs to the LPS including all main sewer lines, associated valves, flush-outs and sewer line curb stops.
- 2.02 The Town will be responsible for any repair of a sewer line from the curb stop to the sewer main if it is proven that a blockage resulted from a structural failure with the sewer line under Town property.

- 2.03 The Town will be responsible to submit the appropriate documentation to the Public Utilities Board for the approval of the quarterly service charge rates sufficient to meet the operating costs of the LPS.
- 2.04 The Town will be responsible to retain the services of a septic hauling contractor and pay the costs for the annual pump out of all septic tanks connected to the LPS.
- 2.05 The Town will be responsible for operating the LPS as a sewer utility in accordance with the Public Utilities Board regulations and in compliance with any other applicable Provincial regulations and requirements.

### **ARTICLE III – EASEMENTS**

- 3.01 The Property Owner hereby grants and conveys to the Town in perpetuity, the right and easement to enter upon and use that portion of the Property Owner’s land hereinafter described as the “Easement Area” and the right to do all things necessary thereon to annually clean out the septic tank and to construct, maintain, inspect, repair, replace and/or remove a sewer connection and appurtenances thereto, (herein called “the works”) in the Easement Area and for every such purpose grants and conveys to the Town the right of access to the Easement Area over and across the Property Owner’s land (herein called the “Property Owner’s Land”) at all times by its servants, agents and employees or other persons acting with its authorization.
- 3.02 The Property Owner covenants and agrees with the Town that the easement and rights hereby granted shall run with the Property Owner’s Land and shall enure to the benefit of the Town, its successors and assigns and shall be binding upon the Property Owner, its successors and assigns and the Property Owner’s successors in the title of the Property Owner’s land or any part thereof.
- 3.03 The Property Owner hereby agrees that the rights, licenses and easements hereby granted shall be exercisable forthwith and at any and all times hereafter by the Town and its servants, agents and employees in any manner, free and without charge.

### **ARTICLE IV – GENERAL**

- 4.01 Preamble The Preamble to this agreement shall be incorporated into and forms part of this agreement.



- 4.02 Successors Bound These presents and everything herein contained shall ensure to the benefit of and be binding upon the Town, their heirs, successors and assigns, and on the Property Owners and their successors and assigns.
- 4.03 Headings The headings appearing in this agreement are inserted only as a matter of convenience and in no way, define, limit or describe the scope or intent of this agreement or any part thereof.
- 4.04 Applicable Law The provisions of this agreement shall be interpreted according to the laws of the Province of Manitoba.
- 4.05 Amendments This agreement shall not be modified or amended except by an instrument in writing signed by the parties hereto or their successors or assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement as of the day and year first above written.

<b>SIGNED, SEALED &amp; DELIVERED</b>	)	<b>Property Owner/ Owners</b>
	)	
in the presence of	)	
	)	Per: _____
	)	
	)	
_____	)	Per: _____
	)	

**IN WITNESS WHEREOF** The Town of Altona has hereunto caused its corporate seal to be affixed, duly attested to by the hands of its proper officers on that behalf, this \_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_.

<b>SIGNED, SEALED &amp; DELIVERED</b>	)	<b>The Town of Altona</b>
	)	
in the presence of	)	
	)	Per: _____
	)	Mayor
	)	
	)	
_____	)	Per: _____
	)	Chief Administrative Officer

## **Schedule “B” TERMS & CONDITIONS OF SEWER & WATER CONNECTION**

### **Applicant Acknowledgement**

The undersigned being the Applicant/Agent for the property described above, hereby makes application to undertake the work as set forth in this application.

I/We acknowledge fully that it is the applicant’s responsibility to ensure compliance with the Manitoba Plumbing Code and any other applicable by-law or regulation in force in the Town of Altona for the work to be done under this application.

It is understood that the completion of the form constitutes an application only, and the work applied for will not commence until this application has been approved by the Town of Altona and a permit issued. These proposed works are subject to the General Conditions and/or noted Special Conditions as attached in the permit at the time of approval for the work to commence. All work on private lands is the responsibility of the property owner.

I/We agree to indemnify the Town of Altona from any, and all claims, demands, actions, or other proceedings by anyone, made or brought against the Town by reason of or arising out of the work covered in this application.

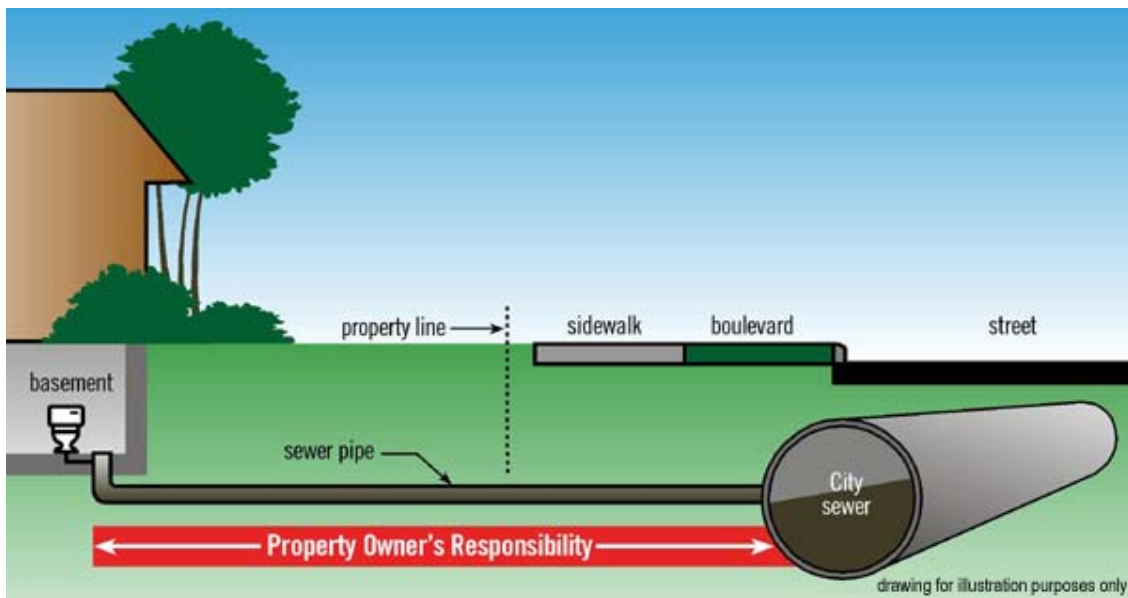
I/We further agree to:

- maintain the water and sewer service connections and all pipes and valves inside the premises in good condition and repair;
- re-route any drain tile, eaves trough or any other drainage device that is not considered normal household “sewage” to a sump pit or other acceptable form of drainage so that it does not enter the sewer system;
- pay a quarterly service charge approved by the Public Utilities Board for using the water and sewer systems that shall be calculated on a per thousand imperial gallon basis using the quarterly consumption on the water meter;
- receive water and sewer utility invoices from the Town of Altona by electronic mail at the address provided within this application;
- not tamper with the water meter within the premises;
- not cause the water supply to bypass the water meter;
- provide access to the Town or its representative to the premises in the exercise of their duties in relation to the operation and maintenance of the water or sewer system;

Town of Altona Sewer Connection Policy

I/We understand and acknowledge that any water or sewer service valves (curb stops) must be operated by Town of Altona staff only and will not be opened until the connection to the sewer system is made. For homes connected to a Low Pressure Sewer System (LPS), the LPS Valve (curb stop) must be operated by Town staff only and will be opened at the time the Water Service Valve (curb stop) is opened. The tank and pump must be installed and functioning before water service is opened.

I/We understand that I/We shall be responsible for all expenses related to arranging for and completing repairs for any blockage of a sewer line from the property to the sewer main (as per image below), unless it is proven that the blockage resulted from a structural failure with the sewer line under the Town of Altona property, in which case it will be the responsibility of the Town of Altona.



I/We hereby confirm that the information provided on this form and in support of this application is true and correct.

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**Signature of Applicant(s)**

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**Designated Officer**