

BYLAW NUMBER 13-1

BEING A BYLAW OF THE BOARD OF DIRECTORS OF THE HIGHWAY 14 REGIONAL WATER SERVICES COMMISSION TO REGULATE AND GOVERN THE WATER SERVICE AND FEES TO BE CHARGED BY THE COMMISSION

WHEREAS the Highway 14 Regional Water Services Commission has been established by the Lieutenant Governor in Council by Alberta Regulation 154/90 made pursuant to the Regional Municipal Services Act, SA 1981, c.R-9.1, s. 2;

AND WHEREAS the Board of Directors of the Highway 14 Regional Water Services Commission wishes to make a bylaw pursuant to the Municipal Government Act, RSA 2000, c.M-26 governing and regulating the water service and fees charged by the commission for services provided to its customers or to any class of customers;

NOW THEREFORE be it enacted as Bylaw for the Board of Directors of Highway 14 Regional Water Services Commission as follows:

1. DEFINITIONS

In this Bylaw:

- (a) "ACT" shall mean the Municipal Government Act RSA 2000, c. M-26, as amended from time to time.
- (b) "APPLICANT" means a person, firm, partnership, corporation or organization who or which makes an application;
- (c) "BILLS" shall mean the bills forwarded to a Customer containing the amounts owed by the Customer to the Commission for water services provided to the Customer by the Commission from time to time.
- (d) "BOARD" shall mean the Board of Directors of the Highway 14 Regional Water Services Commission appointed from time to time.
- (e) "COMMISSION" shall mean the Highway 14 Regional Water Services Commission.
- (f) "CONTRACT FOR SERVICE" shall mean the contract entered into between the Customer and Commission specifying the terms of service regarding the supply of water by the Commission to the Customer.
- (g) "CUSTOMER" shall mean a person, firm, partnership, corporation or organization who or which purchases water service from the Commission.
- (h) "FORCE MAJEURE" shall mean any cause not in the control of the Commission, including without limitation, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, orders of acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment and failure of supply of water.
- (i) "LOAD" shall mean the amount of water delivered in litres/second or required at any specific point or points in a system.

- (j) "MEMBERS" shall mean the municipalities which are made members of the Commission by Regulation 154/90, as amended from time to time.
- (k) "METER" means a meter device used to measure the flow of water supplied by the Commission to a Customer.
- (l) "POINT OF DELIVERY" means, unless otherwise specified in a Contract for Service, the outlet side of the curb stop.
- (m) "RATE" means the water rates specified in the Water Rates.

3. RATES

3.1 Member Fees

The fees charged by the Commission for water provided to members or to specific customers located within the boundaries of a Member, shall be calculated in accordance with volumes of water supplies and the rates set out in Schedule "A". The fees charged by the Commission to Members, customers located within the boundary of a Member, and non-members shall not be less than the amount necessary to cover the estimated expenditures and expenses less any grants transfer from accumulated surplus funds or reserves or any other revenue.

3.2 Non Member Rates

The fees charged by the Commission for water provided to non member customers shall be determined by the Board.

3.3 Establishment of Fees

The fees for Members and non members shall be set annually by the Board.

3.4 Commodity Charge

The fees for the "Commodity Charges" specified in Schedule "A" of this bylaw shall automatically increase in the event EPCOR increases the amount it charges for delivery of water to Strathcona County and Strathcona County passes on such increases to the Commission. The amount of the increase in the commodity charge fees shall be equal to the amount of increase in the fees or rates charged by EPCOR and passed onto the Commission by Strathcona County

4. GENERAL PROVISIONS

4.1 Regulations Prevail

No employee, agent or representative of the Commission has authority to make any representation or agreement on behalf of the Commission which is inconsistent with this Bylaw, unless such agreement is approved by the Commission.

4.2 Ownership of Facilities

Notwithstanding the payment by a Customer of any costs incurred by the Commission, the Commission shall install, maintain, and retain full title to all lines, equipment and apparatus on the upstream side of the Point of Delivery, and to all meters, metering equipment, and flow control equipment, provided and installed by the Commission.

4.3 Use of Water

Unless otherwise specifically provided in a Contract for Service, piped water service is provided for a Customer's use only, for the purpose specified by such contract or by the Rate applicable to the service, provided pursuant to such contract, and a Customer shall not, without the prior written consent of the Commission, sell or otherwise permit any other person to use such service nor shall a Customer extend the facilities connected to such service beyond the boundaries of the property owned or occupied by the Customer.

4.4 Assignment of Contract

A Contract of Service is not assignable by the Customer without the prior written consent of the Commission, which consent shall not be unreasonably or arbitrarily withheld.

5. **APPLICATION FOR AND CONDITIONS OF SERVICE**

5.1 General Requirements

Each Applicant for water service may be required to sign a Contract for Service, and to supply information respecting Load, the manner in which water will be utilized and credit references.

5.2 Conditions of Service

Upon receipt of a Contract for Service, the Commission shall notify the Applicant of any conditions, which must be satisfied before the Contract for service can be accepted and service commenced. Upon acceptance of the application or Contract for Service the Commission shall designate the Rate which will apply to the Applicant's service requirements. The Commission may reject Contracts for service if other than standard conditions is sought by the Applicant, if facilities are not available to provide safe and adequate service, or if the Applicant cannot establish satisfactory credit.

5.3 Rate and Regulation Apply

Whether or not a Customer has signed a Contract for Service, the Rate applicable to the service supplied by the Commission and this Bylaw shall apply to such Customer.

5.4 Refundable Deposit Fee

- (a) Where an application for water service is made by a Customer there shall be a refundable Deposit Fee, charged pursuant to Schedule "A".
- (b) The Refundable Deposit Fee held by the Commission shall not accumulate interest.
- (c) Upon termination of water service to a Customer, that Customer's Refundable Deposit Fee, which has not been credited to the account as aforesaid, less any amount then owing on the account to the Commission shall be refunded to the Customer.

5.5 Extension of Service

The Commission shall, in accordance with this Bylaw, extend its facilities for the purpose of providing permanent service to an Applicant who qualifies for service hereunder if the following conditions, or such of them as are applicable, are satisfied:

- (a) The Applicant pays a connection contribution towards the installation of the main and primary service line up to and including the curb stop at the boundary of the Applicant's property which abuts the street or right of way in which the Commission's main is situated. The connection contribution shall be the "Minimum Rural Connection Contribution" as set out in Schedule "A" or such additional amount as determined by the Commission where the cost of servicing an individual Customer is in excess of the average cost of servicing Customers in the area.
- (b) The Applicant shall install its own secondary service line from the outlet side of the curb stop at the boundary of the Applicant's property which abuts the street or right of way in which the Commission's distribution main is or will be situated to the Applicant's premises. Such secondary service lines installed by the Applicant may be subject to inspection and approval by the Commission prior to commencement of service.

5.6 Temporary Service

Any Applicant who desires service which the Commission believes will not be permanent shall pay to the Commission, in advance, unless otherwise agreed upon by the Commission, the Commission's estimated costs, including capital costs, of installation and removal of facilities, less any estimated salvage value thereof.

5.7 Reconnection

Upon any reason for discontinuance of service having been remedied, the Commission shall reconnect and continue the service previously disconnected upon payment of:

- (a) any amount owing to the Commission in respect thereof;
- (b) the applicable reconnection fee set out in Schedule "A"; and
- (c) the non refundable utility deposit, if any, required by Section 5.4(a).

6. **RIGHTS OF WAY AND ACCESS TO FACILITIES**

6.1 Easements

An Applicant for service shall grant or cause to be granted to the Commission, without cost to the Commission, such easements or rights of way in and upon the property owned or controlled by the Applicant as the Commission reasonably requires for its water lines including extensions thereof, and other facilities necessary or incidental to the supply of service from such water lines and extensions thereof.

6.2 Right of Entry

The Commission shall have the right through its employees or agents to enter upon the premises of the Customer at all reasonable times for the purpose of installing, maintaining and removing facilities, reading, inspecting, repairing or removing metering devices belonging to the Commission and for all other purposes incident to the supplying or discontinuance of water service.

6.3 Interference with Commission's Facilities

The Customer shall not, without the express written consent of the Commission, erect, install or place, or permit or allow to be erected, installed or placed any structure or improvement, other than landscaping excluding trees and bushes, over any water pipelines or in such proximity thereto as to interfere with the maintenance thereof. The Commission shall not be liable for any damage to any structure or improvement erected, installed or placed in contravention of this Regulation resulting from the maintenance of such water pipeline.

The Customer shall not connect or cause to be connected, any other source of water or equipment that may contaminate the Commission's water supply system.

7. **METERS**

7.1 Installation and Maintenance

The Commission shall provide, install, and maintain all control devices and Meters required by the Commission for measuring and controlling the flow of water supplied to each Customer. Wherever practical, Meters shall be installed on the inside of the Customer's premises and the location of any Meter shall be subject to the reasonable approval of the Commission so as to permit safe and convenient access.

7.2 Relocation

In any case in which the Commission is requested to disconnect or relocate any of its facilities, including without limitation, any control devices, and Meters, the person requesting such disconnection, relocation or installation shall pay the costs for so doing, and shall; if requested by the Commission, pay the same in advance of the Commission undertaking such disconnection, relocation or installation. Any such disconnection, relocation or installation shall be subject to the provisions of these Regulations. The Commission reserves the right, at its expense, to relocate its control devices or Meters for its operating convenience.

7.3 Meter Tests and Adjustments

- (a) Meters may be inspected by the Commission at any reasonable time, and shall be inspected upon the written request of the Customer provided such request is accompanied by the Commission's Meter handling fee as set out in Schedule "A" of this Bylaw.
- (b) Meters will be tested and/or calibrated. If the Meter in question is found to be accurate within one and one half percent (1.5%), no adjustment shall be made to billings based upon readings of such Meter.
- (c) If the test of the Meter discloses that it is not accurate within the aforesaid limits, then any Meter handling and testing fees paid by the Customer shall be refunded to him and the billings to such Customer based upon readings of such Meter shall be adjusted to fully take into account such error. Unless an examination of past Meter readings or other information discloses the time at which such 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.

- (d) If any appliance of a Customer connected to the Commission's facilities used to provide water service prevents or impedes the Meter from accurately recording the total amount of water supplied by the Commission, the Commission may forthwith disconnect its water service to the Customers, or disconnect such appliance from its water service and shall, in either case, estimate the amount of water consumed and not registered, as accurately as it is able to do so, which amount of water shall be forthwith paid for by the Customer together with any costs incurred by the Commission in disconnecting such service, or appliance as the case may be.

8. **ACCOUNTS AND BILLINGS**

8.1 **Time of Meter Reading and Billing**

- (a) The Commission shall keep an accurate record of all Meter readings for the purpose of billing for the water services provided by the Commission to the Customer.
- (b) Meters shall be read by the Commission or its authorized agent, monthly or at such other intervals as are reasonable and practicable under the circumstances.
- (c) Bills shall be rendered monthly based upon Meter readings or estimates as the case may be, provided that if the billing for anyone or more billing periods is based upon an estimated, the same shall be adjusted in the next billing based upon a Meter reading.
- (d) Failure of a Customer to receive a Bill shall not release the Customer from its obligation to pay the same.
- (e) If there is a discrepancy between the mounted meter index and the remote meter index, the mounted meter index reading will be deemed to be correct.

8.2 **Terms of Payment**

Bills for water service provided to the Customer by the Commission are due upon receipt and payable not later than the day shown upon such Bill as the "due date". The Commission shall not earlier than fifteen (15) days from such due date, but subject always to Section 14, exercise its right to discontinue service to that Customer by reason of non-payment of such Bill.

8.3 **Overdue Accounts**

Any amount owing for any water service provided to the Customer by the Commission in a billing period and not paid by the due date shown of the Bill shall be subject to a late payment charge in accordance with Schedule "A" attached hereto.

8.4 **Dishonoured Cheques**

In addition to any late payment charged owed by the Customer pursuant to Section 8.3, a Customer whose cheque is dishonoured shall pay the charge thereof set out in Schedule "A" attached hereto.

8.5 **Novelty Payment Methods**

The Commission may refuse to accept payment from a Customer for a Bill when such payment is drawn on a form other than a bank cheque form. If the Commission accepts a payment by cheque drawn on any other form, the customer shall be liable for and shall pay to the Commission all charges and costs incurred to process the cheque.

The Commission follows the Bank of Canada rules and regulations of currency acceptance limitations.

9. LOAD CHANGES

9.1 Notice by Customer

A Customer shall give to the Commission reasonable written notice of any change in its Load requirements in order to permit the Commission to determine whether or not the Commission can supply such Load without changes to its facilities, equipment or system. Notwithstanding any other provision of these Regulations, the Commission shall not be obligated to supply to any Customer any Load in excess of that Load agreed to by the Commission.

9.2 Responsibility for Damage

A Customer shall be responsible for and pay for all damage caused to any of the Commission's facilities as a result of that Customer changing its Load without the permission of the Commission.

9.3 Changes to Facilities

If a change in a Customer's load would require changes to any of the Commission's facilities, that Customer may be required to pay the Commission's costs of such changes other than those costs which the Commission would have borne upon accepting an application to service an increased Load in the first instance. Notwithstanding anything to the contrary contained herein, such Customer shall pay the Commission's capital costs, less depreciation, of the Commission's existing facilities, together with the estimated costs of removing the same less the estimated salvage value, if any, thereof.

9.4 Applicable Rule

Upon the Commission receiving notice from a Customer of, or becoming aware of, a change in Customer's Load, then subject to any Contract for Service executed by the Customer, the Commission shall apply to the Customer whichever Rate is appropriate to such Load, together with any provisions applicable to such Rate.

10. SERVICE CALLS

10.1 Interruption of Service

If any employee of the Commission attends at a Customer's premises at the request of that Customer, and it is ascertained that an interruption of service has been caused by that Customer's own facilities, the Commission may require that the Customer pay the actual costs arising from that employee's attendance.

11. COMMISSION RESPONSIBILITY AND LIABILITY

11.1 Uninterrupted Service Not Guaranteed

The Commission will use reasonable efforts to maintain, but does not guarantee, uninterrupted water service to its Customers. The Commission shall have the right to interrupt water service for the purpose of making repair or improvements to its water system, including without limitation any of its facilities, but will if practicable, use reasonable efforts to give prior notice to those Customers whose water service will be interrupted, and the Commission will use reasonable efforts to ensure that such interruption is as short in duration, and occurs at times least inconvenient to such Customers, as the circumstances permit.

11.2 Disclaimer of Loss

Notwithstanding anything to the contrary contained in this Bylaw, neither the Commission, including without limitation the Highway 14 Regional Water Services Commission, or any regional water services commission, or any municipality or county, including without limitation Strathcona County, shall be liable, either directly or indirectly, by way of indemnity or otherwise, to the Customer, whether in contract, in tort (including negligence and strict liability); under warranty or otherwise for any loss of revenue, loss of profits, or any other consequential, special, indirect, incidental or economic loss whatsoever arising in connection with the provision of water service by the Commission to the Customer.

11.3 "Force Majeure"

Should the Commission be rendered unable wholly or in part by Force Majeure to carry out its obligations to supply water, the Commission's obligations so far as they are affected by Force Majeure shall be suspended during the continuation of any inability so caused, but for no longer period and such cause shall, as far as is possible, be remedied with all reasonable dispatch. The Commission shall, where practicable, give notice of the occurrence of such Force Majeure to its Customers affected thereby.

12. CUSTOMER RESPONSIBILITY AND LIABILITY

12.1 Permit

Prior to the commencement of supply to a new, altered or relocated Point of Delivery, the Customer shall provide any permit required by the by-laws of the municipality in which the Point of Delivery is situated, and shall maintain its water piping and equipment in accordance with such by-laws.

12.2 Customer to Indemnify and Hold Harmless

The Customer shall be solely responsible for the installation, condition and maintenance of all piping, equipment, and apparatus on the Customer's side of the Point of Delivery, and the Customer shall indemnify and save harmless the Commission from and against any claim or demand for injury to person or damage to property arising out of or in any way connected with piping, equipment and apparatus on the Customer's side of the Point of Delivery and the use made by the Customer of water supplied to it by the Commission, so long as such injury or damage is not caused by the negligence of the Commission.

12.3 Responsibility for Negligence

The Customer shall be responsible for and shall pay for any damage to any property of the Commission upon the Customer's premises caused by the negligence of the Customer or of anyone permitted by it to be on its premises, and shall indemnify and save harmless the Commission from and against any claim or demand for injury to person or damage to such property arising out of or in any way connected with such damage to such property of the Commission.

13. TERMINATION BY CUSTOMER

13.1 Notice of Termination

Unless precluded by the Contract for Service from so doing, the Customer may, at any time, give to the Commission five working days notice of its desire to have the water service supplied to it by the Commission terminated. Upon receipt of such notice, the Commission shall, and if possible at such time as is requested by the Customer, read the Meter attached to such service, and that Customer shall pay the Commission for all service supplied by the Commission up to such reading.

14. **TERMINATION BY COMMISSION**

14.1 **Notice of Termination by Commission**

If a Customer violates any of these Regulations, or tampers with any service piping, Meter, regulator or any other facility of the Commission or permits its service piping, or equipment connected thereto to become, in the opinion of the Commission, hazardous, or neglects to pay the charges for water service due to the Commission at any time fixed for the payment thereof, hereunder or under any Contract for Service, or violates the provision of any Contract for Service or Rate applicable to him, or increases its Load without the permission of the Commission, or makes fraudulent use of the Commission's water service, the Commission, or anyone acting under its authority, may without prejudice to any other right or remedy which it may have against the Customer, on giving forty-eight (48) hours notice to the Customer, disconnect the water service provided by the Commission to such Customer from its system. Notwithstanding the foregoing, if, in the opinion of the Commission, the condition of the Customer's service piping or equipment attached thereto is so hazardous as not to safely permit the giving of notice, no notice shall be required. The Customer shall, notwithstanding the discontinuance of such water service, be liable to pay to the Commission all charges for such water service supplied up to the time of such discontinuance.

15. **REPEAL**

That Bylaw 10-38 and any amendments thereto is hereby repealed

16. **EFFECTIVE DATE**

This Bylaw shall become effective April 1, 2013

READ A FIRST TIME THIS 20 DAY OF MARCH, 2013

READ A SECOND TIME THIS 20 DAY OF MARCH, 2013

READ A THIRD TIME THIS 26 DAY OF MARCH, 2013 AND FINALLY PASSED.


CHAIRPERSON


CHIEF ADMINISTRATIVE OFFICER