

## **TOWN OF TISDALE**

### **BYLAW NO. 9/03**

#### **A BYLAW OF THE TOWN OF TISDALE IN THE PROVINCE OF SASKATCHEWAN FOR THE MAINTENANCE AND MANAGEMENT OF THE WATERWORKS SYSTEM, SANITARY SEWER SYSTEM AND FOR COLLECTION OF WATER AND SEWER RATES.**

**THE COUNCIL of the Town of Tisdale in the Province of Saskatchewan, hereby enacts as follows:**

#### **1. DEFINITIONS**

- 1.1 In this bylaw, the words: Person, Consumer, Customer are synonymous, and mean the person or persons, organizations, corporations, etc., responsible for the payment of charges for water and sewer services.
- 1.2 DWELLING HOUSE - means a private dwelling house, which is primarily to be occupied by one family, and shall include a dwelling house with a basement suite, which is accessed through a common entranceway.
- 1.3 DWELLING HOUSE CONSUMER – means a water consumer who owns, rents, or occupies any such dwelling house.
- 1.4 INSTITUTIONAL CUSTOMER – means schools, senior housing developments, nursing homes and the hospital.
- 1.5 PREMISES means:
- a) a single family dwelling house;
  - b) a building used wholly for commercial or industrial purposes;
  - c) a residential suite in a building used wholly or partially for commercial or industrial purposes;
  - d) a residential suite in a multi-family dwelling house, duplex, a condominium or an apartment building; or
  - e) a residential suite in a single family dwelling house.
- 1.6 TOWN – means the Town of Tisdale and its employees.
- 1.7 TOWN ADMINISTRATOR – means the Town Administrator of Tisdale or an employee of the Town designated by the Administrator to act on behalf of the Town.
- 1.8 TOWN FOREMAN – means the person or persons employed by the Town in the capacity of Foreman with the responsibility for administration of the Works Department.
- 1.9 WATER CONSUMER – includes the owner, tenant, or occupant of any real property connected with or supplied with water through a water connection to the water system of the Town.

## **2. WATERWORKS SYSTEM**

- 2.1 Every person who wishes to obtain water and sewer services to any premises shall make application to the Town Office and pay all necessary fees and charges levied by the Town of Tisdale for the installation of any service lines, connections, meters, fittings apparatus, appliances or any other item deemed necessary by the Town for the provision of water and sewer services.
- 2.2
- a) The Town may cause to be installed in the premises of every person receiving water service, a meter to be placed upon the service pipe connecting the premises to the Town water system.
  - b) Every person shall provide, at his own expense, a suitable inside location for a horizontal meter installation, which shall be acceptable to the Town Foreman, and shall provide ready and easy means of access to said meter for examination by the meter reader and shall at all times properly and efficiently protect the service pipes and fixtures from frost or other injury so that the meter shall not in any way be damaged. In case the Town Foreman considers that any meter is insufficiently protected from frost, he may cut off the water service until measures to his satisfaction have been taken for its protection. Every person shall also provide at his own expense, a place, usually on the outside wall of his premises, where a remote read-out unit may be installed. The location shall be convenient for the meter reader and acceptable to the Town Foreman.
  - c) Every person desiring to receive or to continue to receive water service shall deposit with the Town, as set out in Schedule "A", the fee for each meter, provided that the person who paid the said Water Meter Deposit shall be entitled to a return of the Water Meter Deposit when service is discontinued for which the said Water Meter Deposit was paid, less any outstanding amounts due at the time of discontinuing service.
  - d) No service will be given and any existing service may be discontinued without notice where no meter has been installed or where any meter has been damaged or tampered with.
  - e) Only one (1) meter shall be supplied for each connection to the water system of the Town. However, the Town Foreman may, at his discretion, supply such additional meters as he deems necessary.
  - f) Upon complaint in writing by any person receiving water service that the meter in his premises is inaccurate, if upon examination no defect is found, the cost of examining such meter shall be borne by the consumer who lodged such complaint and shall be included in the next regular account for water service rendered to such consumer.
  - g) In the event that a meter when read is found to have failed to register correctly, the amount of water consumption for the period in which the failure is discovered, only, shall be taken to be either the same as that of the next previous period in which the meter has registered correctly, or the same as that of the corresponding period in the next preceding year, which ever may be more advantageous to the consumer.
  - h) All meters shall be sealed at time of installation and it shall be an offense for any person to break the seal and/or tamper with remove or damage the meter in any way. Where evidence of tampering with the seal or meter is found, the person who applied for service and who is billed for service shall be deemed responsible and be liable for any penalty, all costs incurred to replace or repair the meter, and in addition, be charged for an estimate of water consumed for the period since the meter was damaged, which estimate and period will be made by the Town Administrator and shall not be subject to appeal.

- 2.3 a) The charges to be paid by water consumers whose water service has been turned on shall be those presently set forth in Schedule "A" hereto, or as amended from time to time; provided, however, that the basic minimum service fee shall be payable in every case whether or not any water is consumed.
- b) The due date for services rendered in accordance with this Bylaw are due and payable upon receipt. Notice of non-payment and shut off will occur if payment is not received after Thirty (30) days of being issued. When service is discontinued for non-payment, the said service shall not be reconnected until all arrears and accrued penalties are paid in full. An additional fee of Thirty (\$30.00) Dollars to cover the expense of turning off the water and turning it on again shall be paid prior to the service being reconnected.
- c) The collection of the charges for water service, cut-off and resumption of such services and sums collected from customers and the supervision of all books, accounts and other records in connection with the water service shall be under the immediate control and direction of the Town Administrator.
- 2.4 a) No person other than a Town employee or member of the Fire Department or a person authorized by any of them shall open, close, or interfere with any hydrant, gate or valve connected with the waterworks system, and no person shall in any way interfere with any stop cock, pipe, or other waterworks appliance outside of his premises, nor shall he interfere with any meter, whether inside or outside of his premises.
- b) No person shall turn water on in any premises or open a Town cock or curb stop except the Town Foreman or a person authorized by him. When water has been turned off for non-payment of rates or for failure to protect meters or pipes to the satisfaction of the Town Foreman, or for any other necessary or proper reason, no person shall turn it on again who is not duly authorized to do so.
- 2.5 All expenses in connection with laying the service pipe from the street line into any premises and repairing the same and introducing the water, shall be borne by the owner of such premises, except the cost of placing the meter. All such work shall be carried out to the satisfaction of the Town Foreman and in accordance with his instructions.
- 2.6 a) For the purpose of making repairs to the mains or of connecting or repairing service pipes or constructing extensions or new work or any other work, the Town shall have the right to shut off the water from any customer without notice and to keep it shut off as long as may be necessary to enable the work to be completed. The Town shall make reasonable efforts to notify the customer in advance.
- b) Subject to paragraph 2.6. a) hereof, the Town shall have the right to limit the amount of water furnished to any customer, upon reasonable notice to the customer of such intended action.
- c) The Town shall have the right by resolution to regulate the use of water for fountains or jets, hoses, or sprinklers, or to limit the hours for using the same.
- 2.7 a) Every customer intending to vacate any premises supplied with water from the waterworks system or who intends to discontinue the use of such water shall, shall give notice of the same to the Town and shall turn off the main valve on the outside of the building before leaving.
- b) There shall be a Thirty (\$30.00) Dollar fee charged to consumers for discontinuance and reconnection of water service on a seasonal basis.

- c) There shall be no charge for turning water service off and on at the request of a plumber or home owner where the premises requires plumbing repairs, and the Town does not lose utility revenues.
- 2.8
- a) In the event of the freeze-up of a water service line between a building and a water main, the Town will thaw the line once in each winter season without charge. A fee of Thirty dollars (\$30.00) will be levied for subsequent services.
  - b) To prevent repeated freeze-up, the Town may authorize or instruct the consumer to connect an approved “bleeder” line or open an approved tap. If the bleeder line is behind the meter the additional gallons of water used up to two thousand (2000) gallons per month, shall be deducted from the charges made to the consumer during the period the water is permitted to run.
  - d) Where a consumer permits a water meter to freeze-up and damage to the meter results, the cost of the repairs or replacement shall be added to the consumer’s account.
- 2.9
- If a customer encounters a plumbing leakage problem, the Town Office is to be notified immediately. The customer is encouraged to immediately fix the problem and retain the receipts for the repair and provide copies to the Town Office in accordance with Town Policy. If the Town Foreman determines that the problem is fixed then an adjustment is warranted, however only the most recent bill will be adjusted. In the event the adjustment is disputed, the Town Administrator will conduct a review and the decision is final.

### **3. SEWERAGE SYSTEM**

- 3.1 Persons who own or occupy premises drained or required by Bylaw to be drained into a sewer shall pay for such services in accordance with Schedule “A” hereto, or as amended from time to time, provided, however, that the basic minimum service fee shall be payable in every case whether or not the service is utilized.
- 3.2 Rental rates or service charges imposed by this Bylaw shall commence at and from the time the plumbing fixtures are installed and the premises are occupied. No charge shall be made during any period when any premises is vacant and the water services have been discontinued.
- 3.3 All expenses in connection with laying the service pipe from the street line into any premises and repairing the same shall be borne by the owner of such premises. All such work shall be carried out to the satisfaction of the Town Foreman and in accordance with his instructions.
- 3.4 The expense incidental to the removing of an obstruction or blockage from a sewer service connection from the main to the building shall be borne solely by the owner or occupant of the property.
- 3.5 Where it is determined to the Town’s satisfaction that a sewer service line has become obstructed due to roots from a tree(s) located on the Town-owned property, the Town may assume responsibility for all or a portion of the costs incurred in clearing the said sewer service line in accordance with such policy as may be established by resolution of Council.
- 3.6 In addition to the requirements of the Saskatchewan Plumbing and Drainage Regulations, it shall be the responsibility of every applicant for a sanitary sewer connection to install a backwater valve on the main building drain for a single-family use or on all lateral pipes connected to the main building drain for multi-use unit.

- 3.7 No person or persons shall drain run-off water directly into the Town sanitary sewer system.

#### 4. **LIMITATION OF LIABILITY**

- 4.1 The Town shall not be liable for damages:

- a) caused by the break of any water main, service, meter, private service, attachment or the breaching of any ditch in the repair or installation thereof;
- b) caused by the interference or cessation of water supply necessary in connection with the repair or proper maintenance of the systems;
- c) for any accident due to the operation of the Town waterworks system

unless such costs or damages have been shown to be directly due to the negligence of the Town or its employees.

- 4.2 Sewer services shall only be supplied on the condition that the applicant shall make no claim against the Town, its officials, employees or agents except with respect to damage caused by the negligence of the Town, its officials, employees or agents acting within the scope of their employment, as the case may be. It is a further condition of supply that the applicant shall make no claim for any indirect, incidental or consequential damages, including, but not limited to, lost profits. Not to limit the generality of the foregoing, the Town shall not be liable for:

- a) actions based in nuisance or contract;
- b) actions in respect of losses which may reasonably have been prevented by properly maintained backwater valve; or
- c) actions in respect of losses related to the interruption or termination of sewer services or failure or refusal to provide sewer services whether or not notice was provided.

- 4.3 Sewer services shall only be provided on the condition that the applicant shall indemnify and save harmless the Town, its officials, employees and agents in respect of all claims arising from the provision of sewer service, excepting those claims caused by negligence as described in Subsection (1). Not to limit the generality of the foregoing, the applicant shall indemnify and save harmless the Town, its officials, employees and agents from and against claims for damages by the applicant or any third party arising directly or indirectly:

- a) from the connection with the Sewage Works System or the provision of sewer services to the premises owned or occupied by the applicant or any person to whom the applicant is an agent;
- b) from the failure of the Sewage Works System, sanitary sewer connections or any part thereof or appurtenance thereto; or
- c) from the absence or lack of a properly operating backwater valve.
- d) actions in respect of losses related to the interruption or termination of sewer services or failure or refusal to provide sewer services whether or not notice was provided.

**5. GENERAL**

- 5.1 Consumer water and sewer accounts shall be rendered bi-monthly.
- 5.2 The Council may, from time to time, by resolution, determine the periods for billing purposes.
- 5.3 It shall be an offence to contravene any provision of this by-law.
- 5.4 Every person found guilty of any infraction of this Bylaw shall be subject, upon summary conviction, to a penalty under the General Penalty Bylaw of the Town.
- 5.5 Bylaw No.'s 7/75 and 23/01 are hereby repealed.

**6. COMING IN TO FORCE**

This Bylaw shall come into force and take effect on the day of approval thereof being issued by the Local Government Committee and in any case not prior to June 1, 2003.

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MAYOR

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TOWN ADMINISTRATOR