

Bylaw 26-2016

A BYLAW OF THE CITY OF  
LLOYDMINSTER IN THE PROVINCES  
OF ALBERTA AND SASKATCHEWAN TO  
REGULATE AND TO FIX RATES AND  
CHARGES FOR THE USE OF THE  
CITY'S UTILITY SERVICE

**WHEREAS**, the *Lloydminster Charter* provides that the City of Lloydminster has a general power to pass any bylaw for municipal purposes that it considers expedient in relation to public utilities respecting the City;

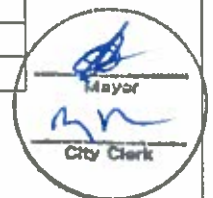
**AND WHEREAS** the *Lloydminster Charter* provides that the City of Lloydminster has the power to pass bylaws respecting the enforcement of bylaws;

**AND WHEREAS** the Council of the City of Lloydminster deems it necessary to establish a Bylaw to:

- regulate and control the supply and use of the City's Utility Service; and
- to encourage water conservation and efficient water usage within the City of Lloydminster.



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**NOW THEREFORE** the Council of the City of Lloydminster enacts as follows:

## **PART 1 - SHORT TITLE**

### **1. SHORT TITLE**

- (a) This Bylaw shall be called "The Utility Bylaw" and shall be referred to throughout the document as "Bylaw".

## **PART 2 - GENERAL PROVISIONS**

### **2. DEFINITIONS**

The definitions listed in Schedule A, attached to and forming part of this Bylaw, shall apply unless the context requires otherwise.

### **3. APPOINTMENT, AUTHORITY AND DUTIES OF THE CITY MANAGER**

- (a) Except where specific authority is reserved to Council, the City Manager is authorized to enforce this Bylaw, to collect all amounts owing to the City and to perform any inspections and take any enforcement measures authorized by this Bylaw or the *Lloydminster Charter*.
- (b) Without restricting any other power, duty or function granted by this Bylaw, the City Manager may:
- i. delegate any powers, duties or functions under this Bylaw to an employee of the City, including a Bylaw Enforcement Officer or a member of the RCMP;
  - ii. carry out any inspections that are reasonably required to determine compliance with this Bylaw. The City Manager is a designated officer for the purposes of s. 500 of the Charter;
  - iii. establish any forms required for the administration of this Bylaw;
  - iv. take all actions necessary for the administration and enforcement of this Bylaw including but not limited to entering into Contracts on behalf of the City, levying charges and fines in accordance with this Bylaw, and discontinuing Utility Services in the event of noncompliance with this Bylaw or a Contract, and;
  - v. initiate and conduct any legal action required to ensure compliance with the provisions of this Bylaw.
- (c) The City may adopt, and amend from time to time, written requirements, standards, specifications, procedures, protocols or guidelines supplementary to this Bylaw as deemed advisable for the purpose of clarifying or explaining:
- i. City processes and procedures and its requirements in relation to the provision of Utility Services.
- (d) No one other than an employee or authorized agent of the City shall be



permitted to remove, operate or maintain meters and other Facilities owned by the City. No Person shall interfere with or alter any meter, seal or other Facilities or permit the same to be done by any Person other than an authorized agent or employee of the City.

#### **4. SUPPLY AND OWNERSHIP OF FACILITIES AND EQUIPMENT**

- (a) The City remains the owner of all Facilities necessary to provide Utility Services, unless otherwise provided in this Bylaw.
  - i. The Customer shall be responsible for the construction, maintenance and repair of the Private Service Line downstream of the Service Connection Point.
- (b) The payment by a Customer of any costs incurred by the City shall not affect the City's ownership of the Facilities or any portion of them, whether on City Property or the Customer's Property.

#### **5. MEASUREMENT BY METER**

- (a) All water supplied by the City to a Customer shall be measured by a meter unless otherwise provided for in this Bylaw.

#### **6. RESPONSIBILITY AND LIABILITY**

- (a) The City does not guarantee water pressure or the continuous, uninterrupted supply of water service.
- (b) The City reserves the right at any and all times, in its sole discretion, to change operating water pressures or suspend Utility Service without notice, where required for the maintenance or operation of the City's Utility Service or as the City otherwise deems necessary.
- (c) A Customer shall, at the request of the City, grant or cause to be granted to the City, without cost to the City, such easement or rights-of-way over, upon or under property owned or controlled by the Customer as the City reasonably requires for the construction, installation, maintenance, repair and operation of the Water Utility.
- (d) The City, including but not limited to, its officers, employees and agents shall not be liable for any damages or costs of any kind incurred by the Customer, due to:
  - i. the interruption of service due to maintenance or operational requirements, or due to reasons beyond the City's control;
  - ii. the disconnection, repair or removal of Utility Service in accordance with this Bylaw;
  - iii. changes in water pressure, or;
  - iv. water containing sediments, deposits or other foreign matter.



- (e) Customers who depend upon;
- i. a continuous and uninterrupted supply of water; or
  - ii. minimum water pressure requirements; or
  - iii. have processes or equipment that require particularly clear or pure water shall at their own expense provide such equipment as they consider necessary to ensure a continuous and uninterrupted supply, pressure, or quality of water required for this use and the City assumes no responsibility for same.
- (f) If an event or circumstance of Force Majeure occurs that affects the City's ability to provide Utility Service, the City's obligations and responsibilities hereunder, so far as they are affected by the Force Majeure or consequences thereof, shall be suspended until such Force Majeure or consequences thereof are remedied and for such period thereafter as may reasonably be required to restore the Utility Service.
- i. The City shall where practicable give notice of Force Majeure to Customers affected and shall where practicable give notice to Customers affected when the Force Majeure event ceases to prevent supply of Utility Service.
  - ii. The City shall promptly remedy the cause and effect of the Force Majeure insofar as it is reasonably able to do so.
- (g) Notwithstanding any provision of the Bylaw or the Contract between the City and a Customer, the City (which for the purposes of this provision and Subsection (g) shall include the City's elected officials, officers, agents, employees and representatives) shall not be liable to the Customer for any loss, injury, damage, expense, charge, cost or liability of any kind suffered or incurred by the Customer, whether of a direct, indirect, special or consequential nature, however or whenever caused, and whether in any way caused by or resulting from the acts or omissions of the City, except for direct property damages incurred by the Customer as a direct result of a breach of the provisions of this Bylaw or the Contract where such breach, act or omission is caused by the gross negligence or intentional tort of the City. Without restricting the generality of the foregoing, "direct property damage" shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of capital, and loss of use of any Facilities or property, or any other similar damage or loss whatsoever. All limitations, protections and exclusions of liability contained in any provincial or federal legislation are in addition to and not in derogation of or substitution for the limitations of the City's liability pursuant to this provision. The City will not be liable to the Customer for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by the Customer however and whenever caused, and each Customer releases the City from any liability or obligation in respect thereof.



- (h) A Customer shall be liable for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by the City, whether of a direct or indirect nature, caused by or arising from any acts or omissions of the Customer that result in a breach of any of the provisions of this Bylaw or the Contract between the City and the Customer, or any negligent or willful acts or omissions of the Customer. A Customer shall indemnify and hold harmless the City from and against any claim, including but not limited to a claim by another Customer of the City, for any loss, damage, expense, charge or cost (including legal fees on a solicitor and own client full indemnity basis), fine, penalty or other liability of any kind suffered or incurred by the City arising out of or in any way connected with any failure by the Customer to comply with this Bylaw or the Contract, or any negligent or willful acts or omission of the Customer.
- (i) A Customer shall, at the request of the City, grant or cause to be granted to the City, without cost to the City, such easement or rights-of-way over, upon or under property owned or controlled by the Customer as the City reasonably requires for the construction, installation, maintenance, repair and operation of the Water Utility.

## **7. AUTHORIZATION TO ENTER AND INSPECT PREMISES**

The City Manager may, after making a reasonable effort to notify the Customer, enter any Property upon which a water meter or service valve is situated, for the purpose of installation, inspection, observation, measurement, maintenance or conducting sampling tests.

- (a) Upon completion of an inspection the City Manager will inform the Customer of any deficiencies in accordance with City standards. The Customer will be responsible for all repairs and costs associated with correcting any deficiencies to the satisfaction of the City Manager, in order to ensure continued Utility Service.
- (b) The City Manager may inspect a Customer's Property to determine whether the existing meter is properly sized for current water usage and Intent. All costs to comply with the water usage and Intent shall be at the expense of the Customer.
- (c) The City will make reasonable efforts to notify the Customer in advance of entering a Customer's Property, except:
  - i. in cases of emergency;
  - ii. where entry is permitted by order of a court or other authority having jurisdiction;
  - iii. where otherwise legally empowered to enter;
  - iv. where the purpose of the entry is to conduct an unannounced inspection where the City has reasonable grounds to believe that theft of water or interference with Facilities (including but not limited to a water meter) has occurred or is occurring.
- (d) The City shall have the right to enter a Customer's Property at any time



during an event of Force Majeure to undertake the actions as required during the event.

- (e) The authorizations and powers set out in this provision are in addition to and do not replace those granted to the City by the *Lloydminster Charter*.
- (f) No Customer shall fail to provide access to a water meter or service valve in accordance with this provision, or prevent, interfere with, or otherwise hinder the City's right of entry or inspection pursuant to this provision of pursuant to ss. 34 and 35 of the *Lloydminster Charter*.

**8. ACCESS TO WATER METER & EQUIPMENT**

- (a) No Person shall obstruct or hinder the City's direct access to any Facility, including without limitation any water main, Service Valve, fire hydrant, meter, automated reading equipment or meter setting.
- (b) A Customer shall be responsible for managing vegetation on the property owned or controlled by the Customer and to maintain adequate clearances to avoid interference with the City's Facilities.
- (c) The City may consider the presence of a dog to be an obstruction or a hindrance to gain access to any Facilities. The Customer will be notified of any conditions or actions required to allow access to read or maintain the Facilities.





## PART 3 – UTILITY SERVICES ACCOUNTS AND BILLINGS

### 9. REQUIREMENT FOR UTILITY SERVICE ACCOUNT

- (a) At all times, there shall be an active Account for every meter installed and such Account shall be established as provided for in this Bylaw.
  - i. If at any time a situation is discovered where no Account has been established, an Account will be established and the Property Owner will be deemed to be the Customer and will be responsible for all Utility Services that have been provided in the previous two (2) years or from the time of ownership, whichever is less.
- (b) The establishment of an Account creates a Contract between the Customer and the City and:
  - i. the information provided in the Application shall form part of the Contract; and
  - ii. the Customer agrees to be bound by the provisions of the Contract and this Bylaw.
- (c) A Customer requiring Utility Service shall apply to the City for an Account by completing an Application, in a form determined by the City Manager, and providing such information as the City Manager may require.
  - i. The Customer shall establish an Account for each meter.
  - ii. The Customer shall pay all applicable fees in accordance with Schedule C attached to this Bylaw.
- (d) The Account shall be established in the name of the Customer who, subject to subsection (e), shall be one of the following:
  - i. A Property Owner;
  - ii. A Property Owner and Tenant;
  - iii. A condominium association on behalf of the condominium owners;
  - iv. A General Contractor or Developer in the case of a new building under construction, or;
  - v. A mortgagee who has commenced foreclosure proceedings with respect to the Property.
- (e) Notwithstanding subsection (d), upon adoption of this Bylaw any Accounts already established in the name of a Tenant may be maintained until the current Tenant vacates the Property. When the current Tenant vacates the property a new Account will be established in the name of the Property Owner.
- (f) Upon adoption of this Bylaw, no new Accounts shall be established in the name of a Tenant.
- (g) The City Manager may in extenuating situations, in his sole discretion permit the establishment of an Account by a Person other than as set out in subsection (d) and (e).



- (h) Any Customer with an outstanding balance from a previous Account will be required to make payment in full prior to establishing a new Account.
- (i) A Customer must immediately notify the City if their contact information changes. Contact information includes without limitation: mailing address, telephone number and email address if the Customer wishes to receive their bills electronically.

## **10. INTENT OF WATER USAGE**

- (a) The Intent of Water Usage must indicate if there are any Deleterious Products used on the site which may enter the City's Facilities.
  - i. In the above noted circumstance, the City Manager may require the Customer to install a Backflow Preventer and meet all requirements regarding Backflow Preventers outlined in this Bylaw.
- (b) At any time a Customer proposes to change their Intent of Water Usage, a request must be submitted to the City Manager.
- (c) Approval of a Customer's request to change their Intent of Water Usage will be subject to:
  - i. the Customer's service connection being sufficient to meet all proposed water demands; and
  - ii. completion of any upgrades or modifications required to support the request, all at the sole expense of the Customer.

## **11. DEPOSITS**

- (a) Upon adoption of this Bylaw, a deposit of \$250 will be required to establish an account in the name of the Property Owner and Tenant (9 (d) ii.). No Deposit will be required for opening any other Account unless otherwise specified in this Bylaw.
- (b) The City Manager in his sole discretion apply a Deposit to any amount owed to the City whatsoever by the Customer whether in relation to the Customer's Account or otherwise.
- (c) The City is not required to pay interest on any Deposit that it holds for an Account.



## **12. REFUND OF DEPOSIT**

- (a) Upon the request of the Customer for closure of the Account, the Deposit shall be refunded to the Customer after deduction of any amount owed to the City by the Customer whether in relation to the Customer's Account or otherwise, including the cost of shutting off or discontinuing any Utility Service for non-payment. The City shall in its sole discretion determine the amounts to be deducted pursuant to this provision. The Deposit will first be applied against any active Account in the Customer's name and the remainder, if any, refunded within 3 months of the final bill due date to the address on the Account or such other address provided by the Customer to the City in writing.

## **13. UTILITY SERVICE BILLING AND PAYMENTS**

- (a) The City will invoice the Customer for Utility Service using a form of billing statement called a Utility Bill that will include charges for:
  - i. Utility Services; and
  - ii. waste, organics and blue bag collection service and waste and organics disposal services ("collection and disposal services") as per the City's Refuse Collection Bylaw and amendments thereto.
- (b) The rates and fees that Customers will be charged for Utility Service are those established in accordance with Schedule B attached to this Bylaw and both the fixed monthly fee and the variable fees will apply to each Account.
  - i. The rates and fees that Customers will be charged for collection and disposal services are those established in accordance with Schedule B attached to the City's Refuse Collection Bylaw and amendments thereto.
- (c) Where an Account is established in the name of the Property Owner and Tenant, the Utility Bill will be sent to the Tenant. A duplicate bill may be sent to the Property Owner at the request of either the Tenant or the Property Owner or if otherwise deemed necessary by the City.
- (d) In the event that Property is vacant the account will remain active in the Customer's name and will be charged the fixed monthly fee as per Schedule B of this Bylaw and fees for collection and disposal services as per the City's Refuse Collection Bylaw and amendments thereto, until such time the property is transferred to a new owner and an account for the Property is established in a new Customer's name or the Utility Service is permanently turned off in accordance with Subsection 22(c).
  - i. In the event a Customer who is a Tenant, provides notice to vacate the Property, and the Account is in the Tenant's name only, the Tenant will be removed from the Account and will no longer be charged the fixed monthly fee as per Schedule B of this Bylaw or the fees for collection and disposal services as per the City's Refuse Collection Bylaw and Amendments thereto.



- (e) Utility Bills shall be based on the consumption indicated by the reading from the water meter.
- i. If no reading has been obtained from the water meter, then the consumption will be estimated for the current billing period.
  - ii. A billing correction in favor of the Customer may be calculated once an actual meter reading is obtained if the reason that no reading was obtained from the water meter is not due to a fault of the Customer. A billing correction in favor of the City may be calculated once an actual meter reading is obtained regardless of the reason that no water reading was obtained by the water meter.
- (f) Purchases of bulk water must be prepaid and the rates will be in accordance with Schedule B attached to this Bylaw.
- (g) Any Customer who receives water from the City's raw water supply system will be charged based on the terms of their contract.
- (h) The amount owing on an Account is due and payable on the due date stated on the Utility Bill and the Account will be deemed to be in arrears if payment is not made on or before the due date indicated on the Utility Bill. A Customer is responsible to pay the amounts owing whether or not the Customer has received the Utility Bill.
- (i) Any amount in arrears constitutes a debt owing to the City. All debt is recoverable by any or all of the following methods:
- i. upon notice to the Customer, the City may discontinue provision of Utility Services or remove the system or works used to provide the Utility Services;
  - ii. the City may add the outstanding Account balance to the tax roll of a Property Owner if the Account was in the Property Owner's name;
  - iii. the City may draw on any Deposit by the Customer to the City, whether in relation to the unpaid Account or otherwise;
  - iv. the City may send the Customer's Account to an external collection company;
  - v. the City may initiate action in any Court of competent jurisdiction.
- (i) A late payment charge of 2.5% per month may be applied to all charges on an Account if the Customer's payment is received after the payment due date.



#### **14. BILLING ADJUSTMENTS**

- (a) The City Manager shall review and may in his sole discretion adjust the Account for a maximum of two (2) years prior to the date an error was discovered or from the date that the Customer opened the Account, whichever is shorter if:
  - i. a Customer has been undercharged or overcharged for Utility Services;
  - ii. a Customer has been incorrectly charged due to faulty equipment.
- (b) In the case of any unauthorized water consumption, unmetered wastage, or tampering with a meter or metering equipment, the City Manager will take the necessary measures to calculate the amount of water to be billed and may adjust the Account for a period of up to two (2) years prior to the date of discovery or from the date that the Customer opened the Account, whichever is shorter.

#### **15. ACCOUNT CLOSURE**

- (a) An Account will remain active and continue to accrue charges until the Account has been closed in accordance with this Bylaw.
- (b) An Account will be closed when:
  - i. a Customer advises the City of a change of ownership and the effective date of the change of ownership for the property;
  - ii. a Customer, who is the existing Tenant, provides notice to the City of their intention to vacate the property;
  - iii. a Customer who is the General Contractor or Developer, provides notice to the City of their intention to vacate the property;
  - iv. in the event the buildings on the Property are to be demolished, the metering equipment for the Property is removed and service connection to the Property has been abandoned to the satisfaction of the City Manager.
- (c) Upon receiving notice that an Account is to be closed the City will:
  - i. obtain a reading from the meter on the date specified, dependent on meter reading equipment access and notice provided;
  - ii. conduct an inspection of the premises for any unauthorized water usage; and
    - a. if the City Manager determines that there has been unauthorized water consumption, a fine in accordance with Schedule D of this Bylaw will be imposed, and



- b. a water billing adjustment will be calculated and applied to the final Utility Bill.
  - iii. prepare a final Utility Bill for the Account and forward the Utility Bill to the Customer for payment.
- (d) If an Account is closed and no new Customer has applied for Utility Service, an Account will immediately be opened in the name of the Owner of the Property and charges will accrue to the Account in accordance with this Bylaw from that date forward.
  - i. If the City does not receive sufficient information to allow the new Account to be established in the new owner's name, the City may discontinue the provision of Utility Service until the Account has been established as per this Bylaw.

**16. SERVICE CHARGE**

- (a) The City is authorized to charge any Customer a service charge in accordance with Schedule C attached to this Bylaw.

**17. AFTER HOURS CALLS**

- (a) The Customer shall pay 1.5 times the applicable service charge in accordance with Schedule C of this Bylaw for any service calls completed outside of regular working hours, or on a Saturday, Sunday, statutory or civic holiday.



## **PART 4 – PROVISION OF UTILITY SERVICE**

### **18. WATER RESTRICTIONS**

- (a) The City Manager may, at such times and for such lengths of time as the City Manager considers necessary or advisable, regulate or restrict or prohibit the use of water for any use other than human consumption. Customers will be advised of the restriction through the use of any or all communication methods available.
- (b) Failure to comply with a water restriction may result in a penalty in accordance with Schedule D

### **19. WASTAGE**

- (a) No Customer or Person shall cause, permit or allow the discharge of water so that it is wasted or unused, whether by reason of leakage from a Private Service Connection, a faulty plumbing system, or otherwise.
- (b) Any Customer or Person who causes, permits or allows the discharge of water in contravention of subsection (a) shall be subject to enforcement measures in accordance with Part 8 of this Bylaw. In addition to the foregoing, any volumes of unmetered water that can be reasonably estimated or calculated will be charged to the Customer in accordance with Section 14 (Billing Adjustments) of this Bylaw.
- (c) Notwithstanding the foregoing, the City may, under such conditions as the City considers reasonable, allow water discharge for the purposes of:
  - i. the installation and maintenance of infrastructure, including the flushing of Water Mains, hydrant leads and City Service Connections to prevent stagnation and/or to remove Deleterious materials;
  - ii. preventing the freezing of Water Mains, hydrant leads, irrigation systems and services connections;
  - iii. conducting water flow tests;
  - iv. firefighting and associated training programs, and;
  - v. any other purposes as deemed necessary by the City Manager.

### **20. UNAUTHORIZED USE OF WATER**

- (a) No Customer or Person shall:
  - i. install a water line that allows unmetered water usage;
  - ii. open or tamper with any bypass line that would cause unmetered water to be supplied to the Customer;
  - iii. tamper with a meter, metering equipment, lines or other equipment that would cause deviance from true water



- consumption, including reduced or no flow measurement;
- iv. extract or remove water from any City or private hydrant unless otherwise approved by the City.
- (b) If the City discovers any unauthorized use, connection or reconnection; tampering with a meter or seal; theft, fraud, or any intentional or unintentional use of water from the Utility Service whereby the City is denied full compensation, the City will require:
  - i. the Customer to take corrective action to prohibit any further unauthorized use of the Facilities;
  - ii. any changes to the meters, Meter Set or other Facilities to be completed to the satisfaction of the City, and;
  - iii. the Customer or Person responsible to pay all necessary changes.
- (c) Upon determination of unauthorized use of water, the City Manager may:
  - i. charge the Customer for any estimated or calculated unmetered water usage as per Section 14-Billing Adjustments; and
  - ii. impose on the Customer any other costs, charges and penalties provided for under this Bylaw.

## **21. RESALE OF WATER**

- (a) No Person shall establish a bulk water station, for the resale of water that is not altered or enhanced, where the general public can purchase water and fill their container directly from the bulk water station.
- (b) Any Customer who wishes to resell water that has not been altered or enhanced must submit an Intent of Usage for review.
  - i. If approval is granted, the Customer must agree to abide by all conditions imposed by the City.

## **22. SERVICE TURN OFF AND TURN ON**

### ***Temporary Turn Off***

- (a) Upon request of a Customer, the City will temporarily Turn Off the supply of water; however
  - i. the Customer remains obligated to pay the fixed monthly fee as per Schedule B of this Bylaw and all fees for collection and disposal services in accordance with Section 13 of this Bylaw;
  - ii. the Customer is obligated to pay any Service Charges outlined in Schedule C of this Bylaw.





***Permanent Turn Off***

- (b) A Customer may, subject to the requirements of and pursuant to Section 31 (Utility Service Removal and Building Demolition) request to have the Utility Service permanently Turned Off and their Account closed, and the City will consider the Service Connection permanently Turned Off. In this case the Customer:
- i. shall pay all applicable Service Charges as outlined in Schedule C of this Bylaw;
  - ii. will no longer be billed any fixed Utility monthly fees or fees for collection and disposal services, and;
  - iii. must comply with all conditions outlined in the Development Permit for the removal or demolition of a building.

***Turn On***

- (c) Before the City Turns On a Utility Service, a Customer must:
- i. establish an Account; and
  - ii. pay any balances owing to the City;
  - iii. complete any required changes to comply with City standards;
  - iv. in the case of a Utility Service that was permanently Turned Off, in addition to the above requirements, the Customer must pay the New Meter Installation Fee as outlined in Schedule C of this Bylaw.



## PART 5 – INSTALLATION AND OPERATION

### 23. NEW SERVICE CONNECTIONS

- (a) A General Contractor or Developer requesting to connect to the City Utility Service for the supply of water shall:
  - i. apply for a water meter;
  - ii. establish an Account;
  - iii. submit Intent of Water Usage information;
  - iv. pay the applicable New Meter Installation Fee in accordance with Schedule C of this Bylaw;
  - v. ensure adherence to current City standards, regulations and statutes, including but not limited to the Building Code as adopted by City of Lloydminster Bylaw.
- (b) All meters shall be sized by the City based on the Customer's Intent and usage requirements.
- (c) All Service Valves must be in good operating condition. The Customer shall be responsible for any elevation adjustments, damage or repairs to the Service Valve as determined and directed by the City.
- (d) The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports and other authorizations necessary for the installation and operation of the City Service Connection.
- (e) The City will not install any meter until all deficiencies are corrected to the satisfaction of the City Manager.
- (f) All City Service Connections must be purged prior to the installation of the meter.
- (g) Water meters supplied by the City which are larger than 1" (25 mm) in size shall be installed by the Customer, at the Customer's expense and to the City's satisfaction.
- (h) No Person shall turn on a Service Valve to provide water to any premises unless authorized by the City Manager.



## 24. METERS AND METERING EQUIPMENT

- (a) Residential meters:
  - i. City Service Connections with an internal diameter of 1" (25 mm) or less, shall have a 5/8" (15 mm) meter installed; or
  - ii. If a Customer requests a water meter larger than 5/8" (15 mm) the Customer shall provide water usage information to the City Manager for review, prior to approval by the City for any size or type of meter.
- (b) Commercial meters:
  - i. A Customer applying for a 1" (25 mm) or larger water meter shall provide water usage information to the City Manager for review, prior to approval by the City for any size or type of meter.
  - ii. A Customer who requests a change to the size or type of an existing meter shall provide water usage information to the City Manager for review. If the Customer request is approved, all associated costs will be at the expense of the Customer.
- (c) All meters shall be sized by the City based on the Customer's Intent and usage requirements. Any changes required to the Customer's Facilities will be at the cost of the Customer.
- (d) A Customer shall permit the installation of all metering equipment that is required by the City to perform meter reading using automated metering equipment.
  - i. At all times, automated metering equipment must be installed in a location that is accessible by the City.
- (e) Any meter that has failed due to normal usage will be replaced by the City, as part of the regular maintenance of the Utility Service.
- (f) The City Manager may approve more than one meter for a Private Service Line in certain circumstances.
  - i. Customers who require the installation of more than one meter in any one building must satisfy the City that satisfactory arrangements have or will be made to ensure piping arrangement, isolation valves and meter location meets the City standards.
  - ii. The City is in no way obligated to approve additional water meters for any one building if the conditions of installation are not to the satisfaction of the City Manager.



## 25. PROTECTION OF METER AND METERING EQUIPMENT

- (a) The Customer shall provide adequate protection for equipment, including but not limited to the water meter, automated reading equipment, associated valves and pipes against freezing, excess heat or any other internal or external damage of any kind which may affect the operation of the water meter or metering equipment.
- (b) The Customer is responsible for the safe keeping of the water meter and any automated reading equipment that is installed on the Customer's property.
- (c) The Customer shall notify the City Manager immediately whenever a water meter is not operating or if any part of a meter or automated reading equipment becomes damaged or broken.
- (d) No Person other than an authorized City employee shall install, test, repair, remove, disconnect, or reconnect a meter unless specifically authorized by the City Manager.
- (e) No Person shall break, tamper or interfere with any meter or automated reading equipment.
  - i. Upon the City Manager's determination of any interference or tampering with a meter or automated reading equipment, the Customer's Account may be adjusted as per Section 14-Billing Adjustments, of this Bylaw, such adjustment to be in addition to any other costs, charges and penalties provided for under this Bylaw.
- (f) Customer shall pay for the repair or replacement of any water meter or automated reading equipment that was damaged due to:
  - i. inadequate protection;
  - ii. breaking, tampering or interfering, or;
  - iii. any other causes within the control of the Customer.

## 26. METER CHAMBER – EXISTING OR NEW INSTALLATION

The Customer shall, at the Customer's sole expense, construct and maintain a container for the meter and metering equipment:

- (a) if in the opinion of the City Manager the premises to be supplied with Utility Service is in a restricted area or the meter is too far from the service valve; or
- (b) if more than one building is to be supplied; or
- (c) for any other reason deemed necessary by the City Manager

The location, size, access and other details for such container must be approved by the City Manager.



## **27. BYPASSES**

- (a) A Customer who requires a bypass for uninterrupted service must apply to the City prior to a new bypass installation or renovations to the existing Meter Set.
- (b) All bypasses must meet City standards and shall be opened only by the City for testing or maintenance of the Customer meter.
- (c) The Customer shall notify the City Manager within 24 hours if the seal on the bypass valve is broken for any purpose.
- (d) If there is any evidence of tampering with a bypass valve or where the seal has been broken, the City will take the following action:
  - i. re-seal or lock out the bypass valve;
  - ii. estimate or calculate any unauthorized use of water through the bypass and charge the Customer for this consumption as per Section 14 (Billing Adjustments) and;
  - iii. may impose a penalty in accordance with Schedule D attached to this Bylaw.
- (e) Any occurrences of a bypass being tampered with, found open or partially open, may result in the Customer being required to remove bypass piping arrangement.

## **28. DISPUTED CONSUMPTION OR METER ACCURACY**

A Customer who disputes a meter reading or the accuracy of a meter shall provide notice to the City.

- (a) Upon notification, the City will take the necessary steps to verify the accuracy of the meter reading and the meter.
- (b) If the accuracy of the meter is confirmed by the City, then the Customer will be responsible for all disputed water consumption.
  - i. Service Charges as per Schedule C attached to this Bylaw will apply if a Customer requests meter accuracy testing. If it is determined that the meter is not accurate, the Service Charges will be refunded.
  - ii. If the Customer is not satisfied with the City's confirmation of meter accuracy, the Customer can request the disputed meter be sent to a third party for testing, all at the Customer's expense.
- (c) If the accuracy of the meter does not meet the standards published by the American Water Works from time to time, the meter shall be replaced and the Account may be, at the sole discretion of the City Manager, adjusted as per Section 14 (Billing Adjustments) of this Bylaw.
- (d) The Customer will be responsible for any costs of plumbing modifications



that are required to allow the installation of a new meter.

## **29. NON REGISTERING METER**

- (a) Where it has been determined by the City Manager that the Customer has a Non Registering Meter, the consumption for the current billing period will be estimated upon such basis that the City Manager considers fair and equitable.
  - i. If the City Manager determines a Non Registering Meter has measured inaccurate consumption volumes for previous billings, the City may adjust the Account as per Section 14 (Billing Adjustments), of this Bylaw.
- (b) Any meter that has failed due to normal usage will be replaced by the City, as part of the regular maintenance of the Utility Service.

## **30. METER READING**

- (a) The City Manager will establish a yearly water meter reading schedule and will endeavor to obtain a water meter reading for each meter as per the established schedule. A City employee or designate will attempt to read each meter at least two times per calendar year.
- (b) At all times if there is a lack of access to the meter reading equipment; the Customer is required to provide a meter reading when the City is unable to obtain a meter reading.
- (c) If a reading cannot be obtained due to lack of access, the City will install the necessary automated reading equipment. Any modifications required to allow for the installation of the automated meter reading equipment will be at the Customer's expense.
- (d) The Customer shall ensure that access to the meter and the automated reading equipment is safe, well lit, and free of hazards to the Person reading the meter.

## **31. UTILITY SERVICE REMOVAL AND BUILDING DEMOLITION**

- (a) No Person shall cause, permit or allow a building to be demolished or removed until they have an approved Development Permit and until all Facilities used to provide Utility Service to the Property are removed, which will be done at the Customer's expense.
  - i. Notwithstanding the foregoing, the City Manager may, in circumstances which the City Manager considers appropriate, permit the Utility Service to remain connected to the Water Utility as outlined in the Customers Development Permit.



- (b) Utility charges will continue until the City deems the Utility Service permanently Turned Off and the conditions outlined in the Development Permit have been approved.
- (c) The Customer shall be responsible for all costs associated with the removal or termination of the Utility Services.

### **32. SERVICE VALVE MAINTENANCE AND REPLACEMENT**

- (a) All Service Valves are part of the City Facilities and remain the property of the City.
- (b) Service Valves that are connected to a residential property with 4 living units or less will be maintained and replaced by the City.
- (c) Service Valves that are connected to all other properties will be maintained and replaced by the Property Owner at his or her sole expense and to the satisfaction of the City.



## PART 6 – FIRE PROTECTION SYSTEM

### 33. FIRE PROTECTION SERVICE

- (a) A Fire Line shall be used only for fire protection purposes and a water line which provides Combined Domestic Service and Fire Line service shall not be installed without the prior approval of the City Manager.
- (b) The City Manager shall determine whether or not a meter shall be affixed to a Fire Line. If required, the meter shall be supplied and installed in a manner satisfactory to the City at the Customer's expense.

### 34. FIRE HYDRANT OPERATION AND MAINTENANCE

- (a) Unless authorized by the City Manager, no Person shall:
  - i. open or close any fire hydrant or valve;
  - ii. connect a device of any kind, including a pipe, hose, fixture, or appliance, to a fire hydrant; or
  - iii. use water from a fire hydrant, regardless of whether that hydrant is located on private or public Property, for any purpose other than fire protection.
- (b) No Person shall restrict or obstruct in any manner access to a fire hydrant located on or adjacent to that Property, whether by the building or erection of any structure or the accumulation of any building material, rubbish or other obstruction.
- (c) All Persons who own Property on which a fire hydrant is located or own Property which is adjacent to City-owned Property on which a fire hydrant is located shall:
  - i. maintain a one (1) meter clearance around a fire hydrant;
  - ii. not permit anything to be constructed, erected, or placed within the clearance area;
  - iii. not permit anything except grass to be planted within the clearance area; and
  - iv. maintain visibility of hydrants from the nearest access road.





## PART 7- MISCELLANEOUS

### 35. TEMPORARY UTILITY SERVICE

- (a) A Customer requesting temporary Utility Service shall apply to the City Manager for this service.
- (b) The City is not obligated to provide temporary Utility Service, and the request may be denied without reason.
- (c) A Customer who is approved for temporary Utility Service will be required to:
  - i. establish an Account;
  - ii. pay the fixed fee monthly charge (water only rate) and the bulk water rates for all water consumption, in accordance with Schedule B of this Bylaw;
  - iii. pay all charges in accordance with Schedule C of this Bylaw.

### 36. USE OF GROUNDWATER WELLS

- (a) Any existing groundwater wells within City limits may be maintained but only utilized for non-domestic uses and shall not be connected to or allowed to drain into the City Facilities.
- (b) Once a parcel of land is connected to Utility Service, any groundwater wells within such Property must be abandoned for further domestic use and shall not be used where groundwater usage may enter or be cross connected to City Facilities.
- (c) No Person shall drill or otherwise locate a new groundwater well within the City.
- (d) No Person shall put an abandoned well located within the City back into service.

### 37. THAWING SERVICES

- (a) If the City Manager is of the opinion that a Private Service has frozen without any negligence on the part of the Customer, the City Manager may, at his sole discretion, waive the cost of one (1) thawing of a Private Service Line during any one winter season.
  - i. The City Manager may require any Private Service that is prone to freezing to have a Bleeder System installed downstream of the water meter, at the Customer's expense, to prevent future freezing of the Private Service.



- ii. Water usage measured by the meter as a result of a Bleeder System will be calculated and credited back to the Customer for the months of January to April.
- iii. Any water usage measured by the meter as a result of the Bleeder System for the months of May to December will not credited back to the Customer and will be payable by the Customer to the City.

**38. BACKFLOW PREVENTER**

- (a) Where in the opinion of the City Manager, the configuration of any Private Service creates a high risk for contamination to the City Facilities, the Customer, upon being given notice by the City Manager, shall install on their Private Service an approved Backflow Preventer at the Customer's sole cost.
- (b) No Customer or other Person shall connect, cause to be connected, or allow to remain connected to the Private Service any piping, fixture, fittings, container or appliance, in a manner which under any circumstances, may allow contaminated or polluted water, wastewater, or any other liquid, chemical or substance to enter the City Facilities.

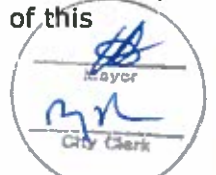


A circular stamp containing a handwritten signature in blue ink. Below the signature, the name "Stayer" is printed. Below that, another handwritten signature in blue ink is visible, followed by the printed text "City Clerk".

## PART 8 - ENFORCEMENT



### 39. ENFORCEMENT

- (a) No Person shall hinder or prevent the City Manager from carrying out any of the powers and duties assigned and authorized in this Bylaw.
- (b) The City Manager is authorized to enforce the provisions of this Bylaw using any, some, or all of the following processes:
  - i. issuing a Notice of Contravention to inform a Person of a contravention of this Bylaw and require the Person to remedy the contravention of this Bylaw;
  - ii. discontinuing provision of the Utility Service after giving reasonable notice of its intention to do so, and removing the Facilities used to provide the Utility Service;
  - iii. issuing a Notice of Violation;
  - iv. issuing a Violation Ticket or Summary Offence Ticket;
  - v. issuing an Order, as per the Lloydminster Charter;
  - vi. initiating action in any court of competent jurisdiction.
- (c) A Notice of Contravention will be provided to the Customer and will advise:
  - i. of the nature of the contravention;
  - ii. the steps required to correct the contravention;
  - iii. the date by which the contravention must be corrected;
  - iv. the action to be undertaken by the City if the Customer fails to comply;
  - v. any other details that are pertinent to the Notice of Contravention.
- (d) A Notice of Contravention may be issued:
  - i. Personally, or
  - ii. by mailing a copy to the Person at their last known address, and service of the Notice of Contravention as provided for in this Subsection shall be deemed adequate for the purposes of this Bylaw.
- (e) The City may discontinue Utility Service, after giving reasonable notice of its intention to do so, and remove the Facilities used to Provide the Utility Service for a Customer's failure to comply with any provision of this Bylaw, which may include but is not limited to the following:



Mayor  
City Clerk

- i. Customer's failure to comply with any statute or regulation, including the National Building Code, which is followed by the City;
  - ii. Customer's failure to provide access to the meter, metering reading equipment or service valve;
  - iii. Customer's failure to pay any amounts owing to the City;
  - iv. Customer's failure to ensure that the following are not allowed to enter the City Facilities:
    - a. water from a source other than the City's Water Utility;
    - b. any other harmful or deleterious liquid or substance.
  - v. Customer's failure to install, repair or replace a Backflow Preventer within the timelines established by the City Manager;
  - vi. Customer's unauthorized use of a bypass line;
  - vii. Customer's use of any unauthorized water line connection that is unmetered; and
  - viii. in any other circumstance deemed appropriate by the City Manager.
- (f) The City Manager may discontinue Utility Service with prior notice of the City's intention to do so in the event of any threatened or actual danger to life or Property, or in any other similar circumstances that the City Manager determines, in his sole discretion acting reasonably, requires such action.
- (g) All costs associated with any steps required to ensure compliance with this Bylaw shall be at the expense of the Customer.
- (h) No Utility Service that has been discontinued will be restored until a Customer has:
- i. paid all outstanding amounts owing;
  - ii. paid all service charges relating to the discontinued Utility Service;
  - iii. completed all required repairs, modifications or relocations to the satisfaction of the City Manager in his sole discretion;
  - iv. complied with any requests for access to the Property;
  - v. paid for the cleanup of contamination that has entered the City's Facilities and all costs associated with the actions required to prevent any future contamination of the City Water Utility, if applicable.
- (i) In any circumstance where Utility Service has been discontinued, the Customer may be liable to a penalty or fine imposed in accordance with

  
Mayor  
  
City Clerk

Schedule D of this Bylaw in addition to any charges and costs associated with restoring the Utility Service.

- (j) Nothing in this section shall prevent the issuance of a Notice of Violation, Violation Ticker, or Summary Offence Ticket in lieu of or in addition to any of the methods of enforcement provided for in Subsection 39(b) of this Bylaw including the issuance of Notice of Contravention.

  
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Mayor  
  
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City Clerk

## **PART 9 – OFFENCES AND PENALTIES**


### **40. OFFENCES AND PENALTIES**

- (a) Any Person who contravenes or permits a contravention of this Bylaw is guilty of an offence.
  - i. Failure to comply with a Notice of Contravention or an Order issued pursuant to the Lloydminster Charter is a breach of the Bylaw and subject to all provisions of this Bylaw.
- (b) A Person who fails to comply with any provision of this Bylaw is guilty of an offence punishable on summary conviction, and is liable to pay a fine in the amount specified in Schedule "D" attached hereto or where no amount is specified;
  - i. if the Person is an individual, of not less than \$500.00 and not exceeding \$10,000.00 or to be imprisoned for a period of time not exceeding six months in default of payment of the fine; or
  - ii. if the Person is an corporation, firm, partnership, proprietorship, association, society or co-operative organization, of not less than \$500.00 and not exceeding \$25,000 or for the directors to be imprisoned for a period of time not exceeding six months in default of payment of the fine.
- (c) In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues and a Person guilty of such an offence is liable to a fine in an amount of not less than that established by this Bylaw for each such day.
- (d) A Bylaw Enforcement Officer may issue a Notice of Violation to any Person who the Bylaw Enforcement Officer has reasonable grounds to believe has contravened any provision of this Bylaw.
  - i. A Notice of Violation may be issued:
    - a. personally, or
    - b. by mailing a copy to the Person at their last known address, and service of the Notice of Violation as provided for in this Subsection shall be deemed adequate for the purposes of this Bylaw.



- (e) The Person to whom a Notice of Violation is issued, may, in lieu of being prosecuted for the offence, pay to the City the penalty as specified on the Notice of Violation within the prescribed time.
- (f) If the penalty specified on a Notice of Violation has not been paid within the prescribed time, then a Bylaw Enforcement Officer may issue a Violation Ticket or Summary Offence Ticket to any Person who the Bylaw Enforcement Officer has reasonable grounds to believe has contravened any provision of this Bylaw.
- (g) If a Violation Ticket or Summary Offence Ticket is issued in respect of an offence, it may:
  - i. allow a voluntary payment of the specified penalty and the recording of such payment by the Court shall constitute acceptance of a guilty plea and the imposition of a fine in the specified amount; or
  - ii. require a Person to appear in court without the alternative of making a voluntary payment.
- (h) Where there is a specified penalty listed for an offence in Schedule "D" to this Bylaw, that amount is the specified penalty for the offence.
- (i) The levying and payment of any fine or the imprisonment for any period provided in this Bylaw does not relieve a Person from the necessity of paying any fees, charges or costs for which that Person is liable under the provisions of this Bylaw, any other Bylaw or other enactment.
- (j) Nothing in this section shall prevent the City Manager from enforcing this Bylaw as provided for in Subsection 39(b) of this Bylaw in lieu or in addition to the issuance of a Notice of Violation, Violation Ticket or Summary Offence Ticket.



  
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CITY CLERK

## PART 10 – GENERAL

### 41. REMAINDER ENFORCEABLE

Should any portion of this Bylaw be found by any court to be void or unenforceable, then it is the intention of Council that the remainder of this Bylaw shall remain in full force and effect, notwithstanding such ruling.

### 42. NUMBER AND GENDER REFERENCES

- (a) All references in this Bylaw will be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or female Person, or a corporation or partnership.
- (b) References to the City Manager and the City are interchangeable as the context implies throughout the Bylaw.

### 43. SEVERABILITY

Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

### 44. ACCESS TO INFORMATION

- (a) All information submitted to and collected by the City pursuant to this Bylaw, including information that is contained in plan summaries, reports, surveys, monitoring and inspection and sampling activities will, except as otherwise provided in this section, be available for disclosure to the public in accordance with *The Local Authority Freedom of Information and Protection of Privacy Act*, ss 1990-91, c. L-27.1, as amended.
- (b) Any Person submitting information to the City, where such information is considered confidential or proprietary or may otherwise be exempt from disclosure under LAFOIPP, shall identify the nature of the information upon its submission to the City and where such information is confidential or proprietary or otherwise, it may be exempt from disclosure.

  
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City Clerk



**45. REPEAL OF PREVIOUS BYLAW**

Bylaw No. 70-2012 and all subsequent amendments are hereby repealed.

This Bylaw shall come into force and effect upon the final passing thereof.

INTRODUCED AND READ a first time this 25<sup>th</sup> day of July, 2016, A.D.

READ a second time this 26 day of September, A.D.

READ a third time this 26 day of September, A.D.

Date signed September 27, 2016

  
MAYOR



Date signed September 27, 2016

  
CITY CLERK

## Schedule A to Bylaw 26-2016

### Definitions

In this Bylaw, words and phrases shall mean and be interpreted in accordance with the definitions set out in this Schedule.

- (1) **Account or Utility Service Account** means an account established in the Customer's name and includes the information collected and stored and used for the provision of and billing of Utility Service charges, and which becomes part of the Contract between the Customer and the City for the provision of water and/or wastewater services.
- (2) **Application** means the information provided to the City by a Customer when the Customer is establishing an Account; which information includes but is not limited to Customer's name, Property address, mailing address, confirmation of identity, and Intent of Water Usage.
- (3) **Backflow Preventer**, also referred to as a Cross Connection control device, means a device that prevents flow of water or other liquids, mixtures, or substances into the Potable Water system from any source or sources other than the intended source.
- (4) **Bleeder System** means any device or apparatus that allows a low-flow rate of water through a water line to prevent a Private Service from freezing.
- (5) **Business Day** means a day, which is not a Saturday, Sunday or a statutory holiday in the Province of Alberta or Saskatchewan, and "day" means any calendar day.
- (6) **Bylaw Enforcement Officer** means any Person appointed by Council to enforce the provisions of the Lloydminster Charter, another enactment that the City is authorized to enforce, or a bylaw, and may include a Peace Officer within the meaning of the *Peace Officer Act*, SA 2006, c. P-3.5, as amended from time to time.
- (7) **City** means the City of Lloydminster and the area contained within the corporate boundaries of the City.
- (8) **City Manager** means the chief administrative officer of the City of Lloydminster as appointed by Council, and includes any Person appointed by the City Manager to act as his delegate.
- (9) **City Service Connection** means that portion of a pipe used or intended to be used for the supply of water which extends from the Water Main to the service valve at the property line, also known as curb cock (CC).
- (10) **Combined Domestic Service** means the City Service Connection used or

  
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City Clerk

intended to be used to supply water for fire protection as well as water for purposes other than fire protection.

- (11) **Contract** means the agreement between the Customer and the City for the provision of Utility Service, and which includes the original Application that the Customer completed when applying for and being approved for a Utility Service Account and the provisions of this Bylaw.
- (12) **Council** means the Municipal Council of the City of Lloydminster.
- (13) **Cross Connection** means an existing connection or a potential connection between a non-Potable and a Potable Water system and any other environment containing other substances in a manner, which, under any circumstances, would allow such other substances to enter the City Facilities.
- (14) **Customer** means any Person who has an active Utility Services Account, and where the context or circumstances require, includes any Person who makes or has made an Application for a Utility Services Account, and also includes any Person acting as an agent or representative of a Customer.
- (15) **Deleterious Products** means any product that may cause harm or injury to a living thing.
- (16) **Deposit or Utility Account Deposit** means the amount of money collected from each Customer at the time of application for a Utility Service Account; with such Deposit being retained by the City until it is either transferred to a different Utility Service Account or refunded when the Utility Service Account is closed.
- (17) **Facilities** means any infrastructure forming part of the Water Utility including without limitation: water treatment plants, reservoirs, pumping stations, water transmission mains, water distribution mains, water service lines, curb cocks, valves, fire hydrants, chambers, utility corridors, tunnels, casings, flow or pressure regulating valves, air/vacuum relief valves, meters and any other measurement devices and other physical plant and piping appurtenances, used to produce and supply water.
- (18) **Fire Line** means a pipe intended solely for the purpose of providing a supply of water for fire protection purposes.
- (19) **Force Majeure** means circumstances not reasonably within the control of the City, including 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 or acts of civil or military authorities, explosions, breakdown or accident to equipment, mechanical breakdowns, intervention of federal, provincial or local government or any of their agencies or boards, the order or direction of any court, and any other cause, whether of the kind herein described or otherwise.



- (20) **General Contractor or Developer** means a Person or company, other than an employee, that undertakes an agreement to provide materials or labor to perform a service or do a job and includes a subcontractor.
- (21) **Intent or Intent of Water Usage** means a short description provided by the Customer that outlines what the Customer intends to use the water for.
- (22) **Meter Set** means the piping arrangement for the installation of a meter, isolation valves and any bypass line required as outlined in the City Standards.
- (23) **Non Registering Meter** means a meter that fails to register any volumes or the accuracy of the meter is less than 50%.
- (24) **Notice of Contravention** means a written document advising the Customer of failure to comply with this Bylaw, stating that the Customer must comply within the time outlined and affirming that if the Bylaw is not complied with the City will take further action up to and including the discontinuance of the Utility Service.
- (25) **Notice of Violation** - a ticket or similar document issued by the City pursuant to s. 15(2)(h) of the Charter, alleging a bylaw offence and providing a Person with the opportunity to pay an amount to the City in lieu of prosecution for the offence.
- (26) **Order** means an order to remedy contraventions pursuant to s. 503 of the Lloydminster Charter.
- (27) **Person** means any individual, a group of individuals, a corporation, firm, partnership, proprietorship, association, society or co-operative organization.
- (28) **Potable Water** means water with a level of quality which is suitable for human consumption.
- (29) **Private Service** or **Private Service Line** means that portion of a pipe used or intended to be used for the supply of water which extends from the Service Connection Point to a meter.
- (30) **Property:**
- a. in the case of land, means a parcel of land and includes premises located upon the land where the context requires; or
  - b. in other cases, means Personal property.
- (31) **Property Owner** means the Person who is, according to Alberta or Saskatchewan provincial records, registered as the owner of the fee simple estate in the land to which Utility Services are provided.
- (32) **Service Connection Point** means the point where the City Facilities



physically connect to a Private Service Line at the service valve (which will ordinarily, but not necessarily, be a point at or near a Customer's property line).

- (33) **Service Valve** means the valve used to isolate a Private Service Line from the City Facilities.
- (34) **Tenant** means the Person that leases, rents or occupies a Property to which Utility Services are provided.
- (35) **Turn Off** means the process where the delivery of Potable Water to the Customer is terminated. Turn Off is normally executed by operating the Curb Cock. In the City's sole discretion, Turn Off may be executed by removal of all Facilities.
- (36) **Turn On** means the process where the delivery of Potable Water to the Customer is activated or re-activated. Turn on is normally executed by operating the Curb Cock.
- (37) **Summary Offence Ticket** – as defined by the *Summary Offences Procedure Act, S.S., 1990-01, Chapter S-63.1 a*, as amended from time to time.
- (38) **Utility or Utility Service** means, the provision of water and wastewater services through the City's Facilities.
- (39) **Utility Bill** means a billing statement for the provision Utility Service and other services provided by **the City**.
- (40) **Violation Ticket** - as defined by the Provincial Offences Procedure Act, R.S.A. 2000, Chapter P-34, as amended from time to time.
- (41) **Water Main** means those pipes installed by the City in streets for the conveyance of water throughout the City to which City Service Connections may be attached.
- (42) **Water Utility** means the system of Water and wastewater works owned and operated by the City and all accessories and appurtenances thereto.



**Schedule B attached to  
Bylaw No. 26-2016**

Fees for customers connected to the City of Lloydminster **Water Utility**.

		<b>Water &amp; Wastewater</b>		
		<b>Fixed Fee Monthly Charge</b>		
Meter Size	Meter Area	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018
5/8"	1 x	\$ 17.90	\$ 18.44	\$ 18.99
3/4"	1.5 x	\$ 26.84	\$ 27.65	\$ 28.48
1"	2.5 x	\$ 44.74	\$ 46.08	\$ 47.46
1.5"	6 x	\$ 107.38	\$ 110.60	\$ 113.92
2"	10 x	\$ 178.96	\$ 184.33	\$ 189.86
3"	23 x	\$ 411.61	\$ 423.96	\$ 436.68
4"	41 x	\$ 733.73	\$ 755.74	\$ 778.41
6"	92 x	\$ 1,646.42	\$ 1,695.81	\$ 1,746.68

<b>Variable Fee (\$/m<sup>3</sup>)</b>			
	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018
*1	\$ 3.40	\$ 3.50	\$ 3.60
*2	\$ 3.55	\$ 3.65	\$ 3.76

Fees for customers connected to City of Lloydminster **Water Only Service**

		<b>Water Only</b>		
		<b>Fixed Fee Monthly Charge</b>		
Meter Size	Meter Area	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018
5/8"	1 x	\$ 13.96	\$ 14.38	\$ 14.81
3/4"	1.5 x	\$ 20.94	\$ 21.57	\$ 22.21
1"	2.5 x	\$ 34.90	\$ 35.94	\$ 37.02
1.5"	6 x	\$ 83.75	\$ 86.27	\$ 88.85
2"	10 x	\$ 139.59	\$ 143.78	\$ 148.09
3"	23 x	\$ 321.05	\$ 330.68	\$ 340.60
4"	41 x	\$ 572.31	\$ 589.48	\$ 607.16
6"	92 x	\$ 1,284.21	\$ 1,322.74	\$ 1,362.42

<b>Variable Fee (\$/m<sup>3</sup>)</b>			
	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018
*1	\$ 2.65	\$ 2.73	\$ 2.81
*2	\$ 2.77	\$ 2.85	\$ 2.94

\*1 Up to 60 m<sup>3</sup> /billing period.

\*2 Up to and over 60 m<sup>3</sup> /billing period (Any bill showing consumption over 60 m<sup>3</sup> will be charged at the higher rate for the full amount).

Fees for the purchase of **bulk water and for the supply of temporary water service.**

		<b>Bulk Water</b>		
		<b>Bulk Water (\$/m<sup>3</sup>)</b>		
	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	
	\$ 7.52	\$ 7.74	\$ 7.98	



**Schedule C Attached to  
Bylaw 26 – 2016**

<b>Fees to be paid at time of Application</b>		
Application fee		\$60.00
<b>Deposits- For Owner and Tenant accounts only</b>		\$250
<b>New Meter Installation Fee</b>		
(includes meter, radio and installation for meters up to 1")	5/8"	\$ 400
	3/4"	\$450
	1"	\$ 500
(includes meter only for meters larger than 1")	1 1/2"	\$2,200
	2"	\$2,700
	3"	\$3,200
	4"	\$4,200
	6"	\$8,200
<b>Service Charges</b>		
<b>1 Water Services assistance:</b> a) Consumption Investigation b) Meter accuracy testing c) Manual meter read for billing purposes d) No access to meter, metering equipment or Service Valve e) Temporary Turn Off f) Customer as a "no show" for an appointment g) Other requests  <b>Re-connect fee after Utility Service has been Turned Off:</b> h) due to unpaid account i) for internal plumbing repairs j) Service Valve Turn On request		<b>\$60.00</b> (gst included)
<b>2 Water Services assistance for:</b> a) Removing Facilities for building demolition b) Permanent Turn Off of Utility Service c) Request for installation of temporary water supply (for construction purposes, meter box includes 1" or 3" water meter) d) Freezing water line to repair internal plumbing e) Unthawing of frozen Private Service Line		<b>\$90.00</b> (gst included)
<b>Temporary Utility Service</b>		
Equipment Deposit - temporary meter box (1" or 3" meter)		<b>\$3,000</b>
Installation Service Charge		<b>\$90</b> (gst included)
Fixed fee monthly charge (water only rate)		As per Schedule B
Water consumption fee (bulk water rate)		As per Schedule B
<b>Private fire hydrant Inspection</b>		\$100.00 per hydrant
<b>Damage Repair Charge</b>		Actual Cost
Charged to all Customers in the circumstance where the City must repair or replace any damaged water meters, valves, remote reading equipment, service valve or any other City equipment, where the equipment is under the Customer's care or has been damaged or interfered with by the Customer.		

  
Mayor  
  
City Clerk

**Schedule D attached to  
Bylaw 26 – 2016**

**SPECIFIED PENALTIES**

<b>OFFENCE</b>	<b>SECTION</b>	<b>FINE AMOUNT</b>
<b>Failure to provide access</b>	8 (a)	
1 <sup>st</sup> offence in calendar year		\$100.00
2 <sup>nd</sup> and all subsequent offences in calendar year		\$200.00
<b>WATER RESTRICTIONS</b>	18 (b)	\$100.00
		\$200.00
<b>Wastage of Water</b>	19 (a)	
1 <sup>st</sup> offence in calendar year		\$200.00
2 <sup>nd</sup> and all subsequent offences in calendar year		\$400.00
<b>Unauthorized Use of Water (includes tampering with meter)</b>	20 (a)	
1st offence in calendar year		\$200.00
2nd and all subsequent offences in calendar year		\$400.00
<b>Unauthorized Use of Bypass</b>	27 (d)	
1st offence in calendar year		\$500.00
2nd and all subsequent offences in calendar year		\$1,000.00
<b>Failure to Provide Meter Reading</b>	30 (b)	\$100.00
<b>Unauthorized use of Fire Hydrant</b>	34 (a)	\$500.00
<b>Unauthorized use of alternate Source of Water</b>	36 (b)	
1st offence in calendar year		\$1,500
2nd and all subsequent offences in calendar year		\$3,000

