

**VILLAGE OF BOYLE
BYLAW 03-19**

A BYLAW OF THE VILLAGE OF BOYLE IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF GOVERNING AND REGULATING THE SUPPLY AND / OR DISPOSAL OF NATURAL GAS, WATER AND SEWER; AND FOR THE PURPOSE OF CONTINUING A NATURAL GAS CONTINGENCY FUND AND FOR THE PURPOSE OF SETTING RATES INSOFAR AS APPLICABLE TO THE CONSUMPTION OF NATURAL GAS AND WATER AND THE DISPOSAL OF SEWER AND SERVICE AND G.S.T. CHARGES.

WHEREAS, The Municipal Government Act being chapter M-26 of the Revised status of Alberta, 2000, as amended, states that the Council may pass bylaws for the general maintenance, management or conduct of any public utility, for the fixing in connection with public utilities, the rates, charges, tolls, fares, and rents, for the collection of rates, and

WHEREAS, the Gas Utilities Act, provides other authority as required in this bylaw.

NOW THEREFORE, the Council of the Village of Boyle in regular session duly assembled

HEREBY ENACT AS FOLLOWS:

1. DEFINITION(S):

- a) Village shall mean the Village of Boyle, the Council of the Village of Boyle, the Village of Boyle Natural Gas, Water and/or Sewer Distribution and/or Transmission System, or any agent, representative, or servant thereof, as may be appropriate.
- b) Applicant shall mean the registered owner(s) for Natural Gas, Water and/or Sewer Service(s), or Natural Gas, Water and / or Sewer Service(s) line(s), or any person requesting use of Natural Gas, Water and/or Sewer when applied for by written application.
- c) Consumer shall mean the applicant for Natural Gas, Water and/or Sewer Service(s), or any user of Natural Gas, Water and / or Sewer in the Village of Boyle or outside the Village of Boyle who may be supplied with Natural Gas, Water and/or Sewer from the Village Distribution and /or Transmission System.
- d) Consumer Premises shall mean the premises to which the Village supplies Natural Gas, Water and/or Sewer to the Consumer.
- e) Utilities shall mean Natural Gas, Water and/or Sewer as distributed, supplied and/or transmitted by the Village of Boyle.

2. LIABILITY OF CONSUMER:

That utilities shall be supplied to the Consumer Premises as requested, and the consumer shall be liable to the Village for all utilities registered through the

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meter(s), and all services and other charges which may be levied, unless or until a notice to discontinue the service is made by the Consumer to the Village.

3. LIFE OF CONTRACT:

That a contract for services, whether written or implied, shall remain in full force and effect until terminated as provided herein either by notice from the Consumer or from the Village.

4. TRANSFER OF CONTRACT:

That a contract for service is not transferable, and may only be discontinued as provided in clause two (2) or three (3) above.

5. VERBAL AGREEMENTS:

That no agent, representative or employee of the Village has authority to make any promise, agreement or representation not incorporated herein nor any contract of service, and any such promise, agreement or representation not so incorporated shall not be binding upon the Village.

6. APPLICATION FOR SERVICE:

That all Applicants for utilities shall complete and sign an application for Utility Services in the form and style attached as schedule "A" to this Bylaw.

7. ACCESS TO PREMISES:

That the Village of Boyle shall have free access at all reasonable times to the Consumer's premises for the purpose of reading meter(s), turning utilities, off or on, affecting repairs and stopping leaks, examining pipes, connections, fittings and apparatus, testing, repairing or removing meters or confirming the use made of utilities by the Consumer.

8. DELIVERY OF UTILITIES:

The property line of the Consumer Premises shall be the place of delivery and/or disposition of all utilities supplied distribution and/or transmitted to and/or from the Consumer. The expense and use of utilizing such utilities after delivery at the property line shall be borne by the Consumer in all cases where the damage resulting there from is not attributable to the negligence of the Village, its agents, representatives or servants.

9. INSTALLATION OF UTILITIES LINE(S):

That the Village of Boyle will install the gas line for the Consumer with the Consumer responsible for the costs as outlined in Schedule "H" and the Gas Installation Policy. The Consumer will be responsible for the installation of the water and sewer line(s). The Village shall install the pipeline(s) for the natural gas from the said property line to a meter suitably located on the Consumers premises, the said meter and pipeline(s) to be owned and remain the property of

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the Village and to be installed at a location determined by the Village. A Service Completion

Notification known as Schedule 'F' will be completed and signed off by a Certified Gas Fitter.

10. FAILURE TO SUPPLY:

That in the event that at any time the supply of utilities is becoming or is inadequate, or fails entirely, whether due to natural causes, line breakage, or for any other reason, no action shall be maintained against the Village nor shall the Village be liable for damages for any injury either to person or property resulting there from, except where such injury or damage is caused by the negligence of the Village.

11. MEASUREMENT:

That for measuring the utilities used by the Consumer, the Village shall install on the Consumer Premises at a point to be selected by the Village, such meter or meters as the Village deems necessary, which shall be and remain the property of the Village.

12. MAINTENANCE OF METERS:

That the Village shall maintain such meters, free of cost to the Consumer, except for repairs and replacement caused by negligence, tampering or misuse of such meter or meters by the Consumer or anyone on his premises, in which case the cost of such replacement or repairs shall be paid for by the Consumer.

13. VERIFICATION AND TESTING OF METERS:

That in the event of the Consumer making application as provided by the Utilities Inspections Branch for the testing of a meter, and it is found by such testing that the meter is recording correctly, the Consumer shall pay the costs incurred by the Village, but in any event, not less than the fees outlined in Schedule "H" to cover expenses in respect to removal and replacement of the meter for the purpose of the test.

14. BILLING FOR SERVICE:

That once service has been commenced, meter(s) may be read monthly, semi-monthly, semi-annually or as required by the Village. In the event that meters are read other than on a monthly basis, billing shall be on an average monthly basis. Meters shall be read at the end of the estimated period, and the proper adjustments made to the consumer's bills.

That the Chief Administrative Officer, or his/her designate, is hereby authorized to provide billings for utilities services prior to the end of each month, and to mail these billings before the eighth day of every month following the month in which the utilities services granted, to each, and every owner or occupant as a user of the service. This billing shall be included on a single bill form along with the garbage and any other charges as required. Final accounts with a balance due of

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less than \$5.00 or a credit balance of less than \$-5.00 will be neither charged nor refunded.

15. PAYMENT FOR SERVICE:

That all accounts are due and payable before the twenty-eight (28th) of the month following the month in which the billing is made. Payment of the billing may be made at the Village office during normal business hours, at the Canadian Imperial Bank of Commerce, or at the ATB Financial in Boyle, Alberta, during their normal business hours. The Village also offers a Utility Pre-authorized plan which allows automated withdrawals, for the amount of the current utility bill from the customer's bank account. This withdrawal will be made on the due date indicated on the billing.

16. INABILITY TO READ METERS:

That the Village shall have the right, in the event that its representative is unable to gain entrance to the Consumer Premises for the purpose of reading the meter(s), to estimate consumption and to tender a bill based upon such estimated consumption, or to disconnect the service if the representative is unable to gain admittance for three consecutive months.

17. MOVING METERS:

That the Village shall have the right to make reasonable charges for moving meters from one location to another, at the request of the Consumer. Such charge shall include costs outlined in Schedule "H".

18. CUTTING OFF SUPPLY:

That the Village shall have the right to cut off or disconnect supply and/or distribution of utilities for any of the following reasons.

- a) Due to failure, temporary or permanent, of the available supply, distribution and/or transmissions of utilities.
- b) For non-payment of any indebtedness or for the failure on the part of the Consumer to pay any deposit or increase thereof forthwith on demand.
 - i. All fixed charges will apply on disconnects due to non-payment.
- c) Assignment or insolvency of the Consumer.
- d) The use of the Consumer of defective pipe(s), appliance(s) or utilities fittings, or the demand by the Consumer for supplying of utilities in such manner as may, in the opinion of the Village, be likely to lead to a dangerous situation.
- e) The use of utilities contrary to this bylaw or any rules and regulations of the Province of Alberta relating to Public Utilities and/or any duly appointed or legislated Public Utilities Inspector or any statute or other regulating body.

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- f) Fraudulent misrepresentation in relation to the use of utilities or the amount of utilities supplied, distributed and/or consumed.
- g) Termination of the contract for any reason whatsoever.
- h) Discontinuance of the use of utilities on the premises.
 - i. If water is disconnected there will be no sewer charge unless the disconnect was due to non-payment.
 - ii. If the dwelling is empty and the gas line abated no gas fixed charges will apply.

Reasonable notice shall be given to the Consumer, whenever possible, except in the case of emergencies, that the service will be discontinued when it is necessary to make repairs at any one point in or on the system.

19. CUT-OFF FEE:

That in the event of any default or failure of the Consumer to comply with the rules and regulations of this bylaw, a Village representative will be sent to the Consumer Premises for the purpose of turning off the utilities supply, distribution and/or transmission. The Consumer shall forthwith pay to the Village a disconnect fee as outlined in the Schedule "H" plus other costs outstanding, plus an additional fee as outlined in schedule 'H' for the transfer of utilities to taxes if the utilities service is actually turned off.

If for some reason, the Consumer wishes to have the service disconnected, or the service is disconnected by the Village, the Consumer shall pay the Village, for the disconnection fee, as outlined in Schedule "H".

Prior to reconnection of the utilities service, a reconnect fee as outlined in Schedule "H" will apply. Until payment is made of the total amount herein provided, together with any outstanding indebtedness owed by the Consumer for utilities supply, distribution and/or transmission, the Village may at its own discretion, refuse to supply utilities service(s) to the said Consumer. The Village shall make no further charges for turning on the utilities again, so long as the meter has not been removed from the premises, and the Consumer has paid or made arrangements satisfactory to the Village for the payment of any outstanding indebtedness. For Utilities that are disconnected due to non-payment, applicant must reapply as per schedule "A".

20. REPLACEMENT FEE:

That if the Consumer orders a meter(s) replaced in the same premises within one year of its removal therefrom, the Village may charge a meter replacement fee as per Schedule "H" .

21. RATE CLASSIFICATION:

See Schedule "B, C, D and H" for rate Classification

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22. INSTALLATION AND OR CONNECTION OF GAS SERVICE(S):

Installation and/ or connection of natural gas service(s) shall be as per Gas Installation Policy 30-18-01 and Schedule "H"

23. UTILITY RESERVES

The Village recognizes the need to maintain reserves to help offset the financial impact of capital upgrades to gas, water, sewage, and stormwater infrastructure.

24. GRATUITIES:

That employees of the Village are expressly forbidden to solicit or accept any gratuities for any service rendered to the Consumer.

25. INFRINGEMENT OF RULES AND PENALTIES:

That any failure on the part of the Consumer to comply with this bylaw or any amendments thereto, or the terms of any contract, shall give the Village the right, at its sole discretion, to cancel any contract, and thereupon such contract shall be cancelled, and the Village may, without further notice, disconnect the Consumer Premises from its line and remove its property from the premises.

25 (a) That, sixty (60) days after the invoice date of billing, the Chief Administrative Officer or his/her designate may transfer to the tax roll of the parcel of land any charges for utility services that remain unpaid, and that these charges become an amount owing to the Municipality and subject to collection under the tax recovery process.

25 (b) That, an Administration fee as outlined in Schedule "H" shall be charged to the property taxes for any utilities in arrears transferred as per clause 25 (a).

26. ADDITIONS, ALTERATIONS AND AMENDMENTS:

That this bylaw may be added to, altered, or amended from time to time at the sole discretion of the Village.

27. That Bylaw 03-18 is hereby rescinded upon third and final reading of this Bylaw.

28. That Bylaw 03-19 take full effect upon final reading.

READ FOR A FIRST TIME THIS 15TH DAY OF MAY A.D. 2019.



MAYOR – COLIN DERKO



CAO CHARLIE ASHBEY

Village of Boyle
Bylaw 03-19

READ FOR A SECOND TIME THIS 15TH DAY OF MAY A.D. 2019.



MAYOR – COLIN DERKO



CAO – CARLIE ASHBEY

READ FOR A THIRD AND FINAL TIME BY UNANIMIOUS CONSENT THIS 15TH DAY OF MAY A.D. 2019.



MAYOR – COLIN DERKO



CAO – CHARLIE ASHBEY



SCHEDULE "A" APPLICATION FOR UTILITY SERVICE

		of
Surname	First Name(s)	
Mailing Address		
Town, Province		Postal Code
Home Phone Number	Cell or Alternate Phone Number	

I / we hereby confirm that I/we are the **registered owners** of the property indicated below. I/we hereby make application to the Village of Boyle for the provisions of applicable utility services.

Civic Address (Street Address)	Possession Date
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Utility services within the Village of Boyle are billed on a monthly basis following the month that utilities are provided, and payment is due on or before the 28th day of the billing month. When the 28th falls on a Saturday, Sunday or general holiday payment will be accepted the next business day. Payments are entered the day we receive the payment, or notification of payment from the Financial Institution. Please allow time for bank processing or mailing. A penalty of 3% will be applied on accounts unpaid after the due date. Accounts unpaid after the 15th day of the following month will be disconnected.

NOTE: The monthly distribution / minimum charges are applied to utilities regardless of usage. ie garbage, gas, water, recycling and sewer.

I / we hereby acknowledge and agree to the above conditions of service, and I / we will provide reasonable access to my premises for the purpose of reading and servicing meters as required by the Village of Boyle Public Works staff.

Signed at the Village of Boyle in the Province of Alberta, this ____ day of _____, 20__.

Applicant Signature	Applicant Signature
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For Office Use:	Account # _____
<u>Gas Meter</u>	<u>Water Meter</u>
Begin Reading _____	Begin Reading _____
S/N: _____	S/N: _____

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SCHEDULE "B" NATURAL GAS RATES

THAT Schedule "B" include the following:

- a) General Services for sales of up to 3,600 gigajoules per year
- b) Commercial for sales of more than 3,601 to 10,500 gigajoules per year
- c) Large Commercial for sales of more than 10,501 to 20,000 gigajoules per year
- d) Industrial for sales in excess of 20,000 gigajoules per year
- e) "VILLAGE COST" is the monthly rate charged by Gas Alberta Inc. plus the Gas Alberta Inc. variable charge.

	FIXED MONTHLY DISTRIBUTION RATE	COMMODITY RATE PER GIGAJOULE
GENERAL SERVICE	\$ 15.00	VILLAGE COST + \$2.00/GJ
COMMERCIAL	\$ 75.00	VILLAGE COST + \$2.00/GJ
LARGE COMMERCIAL	\$ 250.00	VILLAGE COST + \$2.00/GJ
INDUSTRIAL	\$1,000.00	VILLAGE COST + \$0.74/GJ

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**SCHEDULE "C"
WATER RATES**

THAT Schedule "C" include the following:

- a) Water distribution charge - all metered accounts..... \$15.00/ Month
- b) Flat Rate for unmetered lots be set at..... \$40.00/ Month
- c) A charge of \$4.50 per cubic meter, or portion thereof, shall apply to all water consumed.
- d) Bulk water shall be sold at a rate of \$8.50 per cubic meter.
- e) In the case of a demolition: Once the demolition has been completed to the Villages Satisfaction, the Utility account will be considered deactivated and all monthly billings shall cease with the possible exception of a fixed gas charge if the riser is still in place. The CC (curb cock) shall be shut off and the sewer line capped.

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SCHEDULE "D" SEWER RATES

THAT Schedule "D" include the following:

- A) Residential base rate of \$17.00/month for the first 15 m3 of water consumed plus \$1.00/m3 for every m3 over and above.
- B) Non-Residential base rate of \$19.00/month for the first 15 m3 of water consumed plus \$1.00/m3 for every m3 over and above.
- C) Industrial Site Metering Vault..... \$ 345.20

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Schedule "E"

**VILLAGE OF BOYLE UTILITY SERVICE
DISCONNECTION /RECONNECTION AGREEMENT**

WHEREAS THE WATER AND GAS BYLAW STATES IN PART THAT:

If the Consumer wishes to have the gas services disconnected, the Consumer shall pay the Village of Boyle as outlined in the Fees and Schedule Policy a disconnect fee;
If the Consumer wishes to have the gas reconnected, the Consumer shall pay to the Village of Boyle the fee as outlined in the Fees and Schedule Policy a reconnection fee;

AND WHEREAS THE VILLAGE OF BOYLE WILL NOT BE RESPONSIBLE FOR DAMAGE DUE TO FREEZING OR OTHER OCCURRENCE ONCE THE CONSUMER HAS AGREED / REQUESTED TO HAVING THE SAID SERVICES DISCONNECTED;

IT IS IMPERATIVE THAT SOMEONE BE IN ATTENDANCE, WHEN THE VILLAGE OF BOYLE PUBLIC WORKS STAFF ARE THERE, TO HAVE THE UTILITIES DISCONNECTED OR RECONNECTED.

Now therefore, I (we) as the undersigned do understand the above stated regulations, and agree to have the services stated below disconnected and will assume full responsibility for all services at the address stated below once those services specifies have been disconnected.

Name:	Telephone #
Address of Service:	
Civic Address:	
Disconnection of Water Service	Reconnection of Water Service
Signature:	Signature:
Date:	Date:
Disconnection of Gas Service	Reconnection of Gas Service
Signature:	Signature:
Date:	Date:

Fees: _____ collected.

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SCHEDULE "F" SERVICE COMPLETION NOTIFICATION

Location Lot___ Block___ Plan_____

Qtr___ Sec___ Twp___ Rge___ Mer___

Permit No _____

Permit Issuer _____

Instillation Name _____

Address _____

Contractor / Installer
Name _____

Address _____

Phone _____

THIS FORM MAY NOT BE USED FOR
HOOKING UP "TEMPORARY" HEAT

CALL 780-623-4000
FOR MORE INFO

I hereby certify that the piping system has been installed and tested:

- i. In compliance with the Safety Codes Act & Regulations and CSAB149.1 and
- ii. This installation is ready for gas service activation

Please enter number of appliances and the total input BTU rating for each of the following

House Furnace	Water Heater	BBQ	Fireplace	Range
Dryer	Garage	Other _____	Other _____	Other _____

Air Test: Duration _____ PSI _____

Gas Service Is Connected to Meter Yes _____ No _____

Signature _____

Print Name _____

Gas Fitter Certification No. _____

Date _____

This form is to be completed and faxed or e-mailed to the Permit Issuer and the Gas Supplier before the gas service will be unlocked.

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UTILITY PRE-AUTHORIZED PAYMENT PLAN

UTILITY ACCOUNT # _____ SERVICE ADDRESS:

SURNAME:	FIRST NAME:	IF JOINT ACCOUNT-LIST OTHER NAME
HOME NUMBER:	WORK NUMBER	CELL NUMBER:

I / We hereby authorize the Village of Boyle to begin automated withdrawals for payment of my/our utility bill from the bank account identified on the attached cheque. This authority is to remain in effect until I / we or the Village of Boyle notifies the other intention to terminate.

DATE: _____
 SIGNATURE: _____

ATTACH "VOID" CHEQUE HERE

Guidelines:

- 1 The amount of monthly billing will be debited to your bank account on the due date of the utility bill. A copy of your bill will be mailed to you prior to due date.
- 2 Any returned items are subject to a \$40.00 service charge
- 3 This authorization may be cancelled at any time upon two (2) weeks written notice.
- 4 If service is disconnected at the above noted property, or if you move, it is your responsibility to notify the Village of Boyle to arrange for cancellation or transfer of the plan, at least two (2) weeks prior to your next payment.
- 5 In the event that you change your bank accounts, a "Void" cheque of your new account must be forwarded to the Village of Boyle at least two (2) weeks prior to your next payment.
- 6 For eligibility, this form must be returned to the Village of Boyle, PO Box 9 4800 - 3rd St. South, Boyle, Alberta, T0A 0M0

The personal and financial information collected on this form is for municipal financial operations subject to Section 33c of the Freedom of Information Protection of Privacy Act.

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SCHEDULE "G"

INFRASTRUCTURE REPLACEMENT FEE

THAT Schedule "G" include the following:

- A) Infrastructure Replacement Fee – A monthly flat fee charged to each utility account. This will be a reserve fund dedicated to upgrades or replacement related to the water distribution system, sanitary sewer system, storm sewer system, and the natural gas system.
- B) This fee shall be applied to any lot that is or has been a developed serviced lot at any time.
- C) For the Aspen View Mobile Home Park this fee will be applied only when there is a mobile home or a seasonal unit on the lot.

Infrastructure Replacement – Gas	\$5.00
Infrastructure Replacement - Water	\$5.00

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SCHEDULE "H"

Other Fees Outlined in this Bylaw

That Schedule "H" include the following:

- A) Transfer to Taxes..... \$40.00
- B) Moving Meters Cost of Labor, Materials plus 15%
- C) Disconnect Fee..... \$25.00
- D) Reconnect..... \$25.00
- E) Meter Replacement..... Min \$25.00 or cost of labor and materials
- F) Gas Installation..... Cost plus 15% Admin Fee

Policy 30-18-01 Gas Installation

1. Equipment plus operator (as per fee schedule policy)
2. Labor at cost
3. Other Equipment (as per fee schedule policy)
4. Materials and supplies (including meter, regulator, and piping): cost plus 25%
5. If installation is scheduled out of business hours, the owner will contact the Village on-call employee; any additional charges will be applied.
6. Applicable Administration fees
7. All cost calculated are subject to G.S.T.
8. Frozen Ground Surcharge – 25% will be applied to equipment and operator costs for utility installations between the dates of November 1st and April 30th.

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