

**BYLAW 412-11**

**A BYLAW OF THE TOWN OF CARNDUFF RESPECTING THE DISTRIBUTION OF WATER AND SEWER AND THE INSTALLATION AND MAINTENANCE OF WATER AND SEWER SERVICES BY THE TOWN OF CARNDUFF AND THE GENERAL TERMS AND CONDITIONS ON WHICH WATER AND SEWER SERVICES WILL BE SUPPLIED BY THE TOWN OF CARNDUFF**

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The Council of the Town of Carnduff in the Province of Saskatchewan, pursuant to Section 23 of *The Municipalities Act, 2005*, enacts as follows:

**PART I - INTERPRETATION**

1. This Bylaw shall be known and may be cited as "The Town of Carnduff Water & Sewer Bylaw".
2. In this Bylaw:
  - (a) "Town" means the Urban Municipality of the Town of Carnduff;
  - (b) "Assessed Owner" means the person liable to pay the taxes on the property to which Water & Sewer service is supplied or is to be supplied, as shown by the records of the Town or Rural Municipality in which the said property is located.
  - (c) "Consumer" means any person whose application for Water & Sewer service is accepted by the Town;
  - (d) "Person" includes a Corporation and a Partnership;
  - (e) "Premises" included any buildings, yard or place connected with the Water & Sewer system of the Town for the purposes of utilizing Water & Sewer services therefrom; or any part of such building, yard or place;
  - (f) "Domestic Purposes" means ordinary household and sanitary purposes;
  - (g) "Homestead" is restricted to the parcel of land as legally described, on which the applicant's home/business is located provided that in no event shall the size of a homestead exceed 160 acres;
  - (h) "Commercial Water & Sewer Services" means Water & Sewer supply and services which are extended to premises at which any business, trade, profession, industry, occupation or employment is carried on and any premises from which goods or services are provided;
  - (i) "Residential Water & Sewer Service" includes all Water & Sewer services extended to the premises containing dwelling units and on which no business, trade, profession, industry, occupation or employment is carried on;
  - (j) "User" means any person who uses, consumes or otherwise enjoys the benefits of the Water & Sewer service supplied by the Town.

**PART II - WATER & SEWER SERVICE**

3. Any "Assessed Owner" may apply for either residential or commercial Water & Sewer service from the Town by completing a written application on a form provided by the Town Administrator.

*Town of Carnduff*  
*Water/Sewer Distribution and Operation Bylaw 412-11*

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4. Where the applicant is an assessed owner in the Town, the Town Administrator, shall accept the application where the applicant is not otherwise disentitled to Water & Sewer services.
5.
  - (1) If the applicant is not a resident of the Town, the Town Administrator may accept the application unless the applicant is otherwise disentitled to Water & Sewer service.
  - (2) Where the Town Administrator does not accept the application of a non-resident, the applicant may appeal to the council of the Town at any regular meeting.
  - (3) If an applicant appeals to the council he shall provide notice of the appeal in writing two weeks prior to the meeting at which the applicant wishes his appeal heard.
  - (4) The Council may adjourn any such appeal to any subsequent meeting from time to time.
  - (5) The decision of the Council is final.
6. Where the Town accepts the application of a non-resident it shall be a term and condition of providing Water & Sewer service, in addition to all other terms and conditions of service set out in this Bylaw or any agreement, that the use of Water & Sewer by the non-resident/applicant shall be restricted to domestic purposes on the "homestead" unless specifically authorized by the Town Council or unless the non-resident has applied for commercial Water & Sewer service.
  - (1) The Town of Carnduff shall have the right to limit the amount of water furnished to any customer, should circumstances warrant such action.
7. No user or consumer of residential Water & Sewer service shall use the Water & Sewer supplied by the Town for any commercial purposes such as feed lots, dairies, the irrigation of crops, etc., unless the Town has specifically authorized such usage or agreed on with the Town.
8.
  - (1) Any consumer can discontinue Water & Sewer service by completing and signing an application for termination of Water & Sewer service on the form provided by the Town Administrator.
  - (2) Where Water & Sewer service is discontinued at the request of the consumer, the consumer shall pay a charge of \$25.00.
9. Every contract or agreement for Water & Sewer service shall:
  - a) be deemed to include as a term and condition that the consumer and/or user agrees to abide by and be bound by the provisions of this Bylaw and any other Bylaw or resolution of the Town concerning Water & Sewer supply and/or service;
  - b) be non-transferable.
10. The Town shall have the right to ration or limit the amount of Water & Sewer furnished to any and/or all users and consumers should circumstances seem to warrant such action.

**PART III - WATER & SEWER RATES**

11. (1) The rates payable by consumers are those set out in the Water & Sewer Rates Bylaw for the Town of Carnduff.

- (2) The minimum rate as set out in the Water & Sewer Rates Bylaw for the Town shall be charged whether or not Water & Sewer has actually been consumed and/or sewer utility utilized.
  - (3) Where Water & Sewer consumption has not been properly recorded on the Water & Sewer meter, consumption may be estimated on the basis of the previous reading or on an average seasonal consumption and the resulting estimate may be increased by 10%.
12. (1) The Town Administrator shall prepare billings for Water & Sewer service on a quarterly basis showing all rates, charges, tolls, fares and rents owing to the Town and mail such Water & Sewer billings to the consumer.
- (2) Total amount shown as owing on a Water & Sewer billing is due and payable on the date of mailing to the consumer. Any amounts that are and remain unpaid after 120 days from the date of billing shall be charged 6% interest and added to forming a charge owing and payable in the same manner as set out in the subsequent clauses of this bylaw.
  - (3) Services may be discontinued, subject to written notification, at any time.
  - (4) If the total amount due is in arrears after December 31 of the year in which it becomes payable, the amount of the charged may, at the discretion of the council, be added to, and thereby form part of the taxes on the land or buildings of the owner.

#### PART IV - WATER METERS

13. (1) All Water supplied to any person by the Town shall be measured by meters which will be supplied, installed and owned by the Town.
- (2) Notwithstanding sub-section 1, the Town may make Water service available to any person on an unmetered basis for use in connection with any special project approved by the Council and if so, consumer shall pay to the Town a charge as set out in Water and Sewer Rates bylaw.
14. The Town Administrator shall ensure all Water meters are read at least twice per annum.
15. Every applicant for Water & Sewer service shall, for the purpose of installation of Water meters:
- a) where the meter is to be located in a building, provide for installation of the Water meter in a horizontal position and provide for convenient access to the meter with a clear space of a least 50 centimeters around the said meter;
  - b) where the meter cannot be located in a building, provide a structure suitable to house the meter at the applicant's expense;
  - c) allow the Town of Carnduff free access to his land and/or buildings on reasonable notice, for the purpose of reading, installing, replacing, removing or repairing of a water meter.
16. Where a water meter is removed from the premises without permission of the Town or damaged or destroyed while on the premises of the applicant or consumer, the said applicant or consumer shall be liable to the Town for the cost of repair or replacement of the water and the Town Administrator may add the cost of the meter to the Water & Sewer billing of the premises.
17. Where in the opinion of the Town Administrator, any water meter fixture or pipe is insufficiently protected from extreme temperature, the Town may terminate the

supply of Water & Sewer upon notice in writing to the consumer or his agent outlining the insufficient protection complained of.

PART V - OFFENSES

18. No person shall:
- (1) lend, sell, or dispose of the Water & Sewer service supplied by the Town;
  - (2) give away the water service or permit it to be taken;
  - (3) use the Water & Sewer service other than for his own use and benefit;
  - (4) increase the usage of the water service beyond that authorized by the Town or agreed on with the Town;
  - (5) wrongfully or improperly waste the water service provided by the Town.
19. Any person who contravenes section 18 is guilty of an offence punishable on summary conviction and liable to:
- a) in the case of an individual, to a fine not exceeding Two Thousand (\$2,000.00) Dollars and in default of payment, to imprisonment of a term not exceeding Ninety (90) days;
  - b) in the case of a Corporation, to a fine not exceeding Five Thousand (\$5,000.00) Dollars.

PART IV - ENFORCEMENT

20. (1) All of the provisions of this Bylaw shall be deemed to be terms and conditions under which Water & Sewer service is supplied by the Town and the said terms and conditions shall be in addition to any other terms and conditions which may be agreed upon between the Town and the consumer.
- (2) Where any applicant, user, or consumer fails to comply with any of the terms and conditions or service, the Town Administrator shall refuse to supply or shall discontinue the supply until such time as the applicant, user, or consumer complies with the terms and conditions.
21. Where the consumer fails to pay the total amount due on a Water & Sewer billing within Thirty (30) days after the amount becomes due and payable, the Town Administrator may discontinue the supply of Water & Sewer to the consumer.
22. Where the Town discontinues Water & Sewer service the consumer is subject to the same charges set out in clause 11(2) and the said charge shall be billed to the consumer whose service has been discontinued.

PART VII - GENERAL

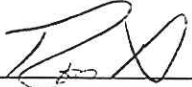
23. If any section, sub-section, clause, sentence, phrase, or other portion of this Bylaw is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, that portion shall be deemed a separate, distinct and independent provision and the holding of the court shall not affect the validity of the remaining portions of this Bylaw.
24. Bylaw No. 331/98 and Bylaw No. 409/10 be hereby repealed.


**INTRODUCED AND READ A FIRST TIME THIS 11<sup>th</sup> DAY OF JANUARY 2011.**

**READ A SECOND TIME THIS 11<sup>th</sup> DAY OF JANUARY 2011.**


**READ A THIRD AND FINAL TIME ON THE UNANIMOUS CONSENT OF THE COUNCIL PRESENT THIS 11<sup>th</sup> DAY OF JANUARY 2011.**



  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator

Certified a true copy of the bylaw passed by the resolution of the Council present at their regular meeting held on January 11, 2011.

  
\_\_\_\_\_  
Administrator

**TOWN OF CARNDUFF**  
**APPLICATION FOR UTILITY SERVICES**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

DESCRIPTION OF THE LAND TO WHICH SERVICE IS TO BE PROVIDED:

Lot \_\_\_\_\_ Block \_\_\_\_\_ Plan \_\_\_\_\_

Sec. \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

Civic Address \_\_\_\_\_

SERVICE REQUIREMENT (Please Check):

Commercial Water Service: \_\_\_\_\_

Residential Water Service: \_\_\_\_\_

Sewer Service: \_\_\_\_\_

A DEPOSIT FOR WATER METER IN THE AMOUNT EQUAL TO THE APPLICABLE BASIC SERVICE FOR THREE MONTHS UTILITY SERVICES MUST ACCOMPANY THIS APPLICATION.

I, \_\_\_\_\_, assessed owner of the property described in this application hereby make application for the services indicated on this application form, and I agree to pay all charges and/or rates set out in the Water Management and Water Rates Bylaws for the Town of Carnduff, and

If I applicable, I further agree pay all new construction charges from the property line to the outer building wall based on a prorated basis of the total footage installed with all costs for the service or repair included.

I further acknowledge and agree that if I request that the monthly billing statements for the Services are directed to my Tenant at my request I shall remain liable for payment of the Services provided pursuant to this Application notwithstanding that the monthly billing statements for same are not received by me or in my name.

I further agree to comply with the terms and conditions set out in the Water Management and the Water Rates Bylaw for the Town of Carnduff. I understand copies of the said Bylaws are available upon request.

DATE: \_\_\_\_\_

SIGNATURE OF APPLICANT: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

PAYMENT RECEIVED: \_\_\_\_\_ Cheque OR Cash

**TOWN OF CARNDUFF**

**REQUEST TO DIRECT MONTHLY STATEMENTS TO TENANT**

APPLICANT: \_\_\_\_\_

LOCATION OF SERVICE: \_\_\_\_\_

SERVICES: \_\_\_\_\_

TENANT: (name and mailing address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Applicant hereby requests that the monthly billing statements for the Services for this location be provided by the Town directly to the Tenant on the Applicant's behalf until further notice in writing by the Applicant.

The Applicant agrees to pay any arrears of the charges for the Services (with applicable interest and penalties) within 30 days of receiving notice from the Town of such arrears.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant