

**WATER AND SEWER UTILITY BYLAW  
BYLAW NO. 292/2019**

**A BYLAW OF THE VILLAGE OF YOUNG TO PRESCRIBE THE ADMINISTRATION,  
MANAGEMENT, AND CHARGES OF WATER AND SEWER SERVICES.**

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The Council of the Village of Young in the Province of Saskatchewan enacts as follows:

**PART 1 – BACKGROUND**

1. **Title:** This Bylaw shall be cited as the Water and Sewer Utility Bylaw.
2. **Definitions:** The following definitions shall apply to this Bylaw:
  - a) **“Application”** means the application made by an Owner, to the Village, for the supply of Utility Services. The said Application, when accepted by the Village shall form a binding contract between the Owner and the Village, by which the parties agree to be bound by the provisions of this Bylaw.
  - b) **“CAO”** means the Chief Administrative Officer of the Village of Young, Saskatchewan, or the person designated by the CAO to implement this Bylaw.
  - c) **“Council”** means the municipal council of the Village of Young, Saskatchewan.
  - d) **“Emergency”** means an act of God, a condition which the Village has no reasonable control over, a condition which creates an imminent danger or a real possibility of Property damage or personal injury, or when a condition or situation is declared to be an Emergency by Council or other authority having jurisdiction.
  - e) **“Meter”** means devices and all other instruments and equipment supplied and used by the Village or authorized by the Village to be used to calculate the amount of water consumed on the Property upon which such devices are installed.
  - f) **“Owner”** means the assessed Property owner or authorized representative thereof, as contained in the records of the Village.
  - g) **“Property”** means a parcel of land or an improvement, or a parcel of land and the improvement to it, as the context requires, whether or not the improvement is occupied.
  - h) **“Tenant”** means a Person who is not an Owner, but who is in legal possession of a Property to which Utility Services are provided.

- i) **“Utility Account”** means the record of account maintained by the CAO for the provision of Utility Services to a Property, which includes Owner and Property information and a record of charges and payments associated with the account.
- j) **“Utility Services”** means water and sewer services supplied by the Village.
- k) **“Village”** means the Village of Young, Saskatchewan.

## **PART II – WATER METERS AND METER READINGS**

- 3. All Properties shall have a Meter installed to calculate the amount of water consumed at that Property.
- 4. All Meters shall be owned, supplied, and maintained by the Village, and all Meter installations and maintenance shall be scheduled at the Village Office.
- 5. The Owner is responsible for providing a suitable place on their Property for a Meter. The Meter location must facilitate unobstructed and safe access, as well as be unlikely to cause damage to the Meter.
- 6. Village employees, agents, or other representatives shall have the right to enter an Account Holder’s Property at all reasonable times to install, maintain, inspect, test, monitor, read, or remove the Village’s Property, respond to a complaint or query, or for any other purpose incidental to the provision of Utility Services. No person shall hinder or prevent such Village entry outlined herein.
- 7. The Village will read Meters each billing cycle. If the Meter cannot be accessed or read by the Village for any reason, the Village may leave a card with instructions for the occupant of the Property to provide the Meter reading. Where a Meter reading is not obtained prior to processing utility bills, the Village will generate an estimate for the purposes of billing. If, upon request by the Village, an Owner or Tenant fail to provide the Meter reading (as requested) for 3 consecutive billing cycles, a charge of **\$100.00** will be added to the applicable Utility Account.
- 8. The Village or Owner may request to validate a Meter’s accuracy. In such instances the Meter shall be tested and/or calibrated by sending it to a qualified contractor. In the event that the Meter is found to be accurate within 97-103% of the water passing through the same, the expense of the test or calibration shall be borne by the party requesting the calibration. If the Meter is deemed inaccurate, the expense of the test or calibration will be borne by the Village. In the event that the Meter is deemed unreliable, the Village will adjust water charges for a maximum of 2 previous billing cycles to amounts that reflect an average billing cycle for that Utility Account.

### **PART III – UTILITY ACCOUNTS**

9. The Owner of a Property, and not a Tenant, shall be eligible and responsible for making Application for Utility Services (i.e. to have a Utility Account) with the Village.
10. Where an Owner has a Tenant for their Property, the Owner may apply to the Village to have their Utility Account bills sent directly to the Tenant via electronic mail for purposes of facilitating Tenant payment of the Utility Account directly to the Village. The Village will permit such arrangements provided that the Tenant enrolls in, and maintains, the pre-authorized payment or pre-payment plan outlined by the Village.
11. Notwithstanding Article 9 and 10 herein, the Village will permit a Tenant with an existing Utility Account to continue receiving Utility Services under that Utility Account until such time as the Utility Account triggers a final warning notice (as outlined in Article 17 herein), or the Utility Account or Utility Services are discontinued for any reason by the Tenant.
12. Notwithstanding Article 10 and 11 herein, the Owner of a Property where Utility Services are received shall be responsible for all Utility Services delivered or consumed and all charges levied for Utility Services delivered to a Property.
13. Upon change of ownership of Property, the previous Owner shall provide the Village with a final Meter reading prior to the change in ownership occurring. This final reading is required to reconcile and close their Utility Account. The new Owner shall make Application for Utility Services to the Village.

### **PART IV – CHARGES AND BILLING**

14. The charges to be paid by a Utility Account holder whose water service is turned on shall be those set out in Schedule "A" attached.
15. The charges to be paid by a Utility Account holder whose Property drains, or that is required by Bylaw to drain, into the sewer shall be those set out in Schedule "B" attached.
16. Utility Account billing shall cover a period of two (2) consecutive months, and the bills shall be rendered the month immediately following such period. Utility Account balances shall be paid within a period of 30 days from the date on which Utility Account bills were rendered. After this 30 day period, a penalty of 2% shall be added to the outstanding balances on Utility Accounts.
17. If a Utility Account that has an outstanding balance of **\$300.00** or more when a utility bill is rendered, where at least a portion of the outstanding balance is in arrears, the Owner (and Tenant if applicable) may be issued a final warning notice via registered mail. If such final warning notice is issued, a **\$15.00** final warning notice fee shall be added to the applicable Utility Account. A final warning notice shall state that the Utility Account holder must

contact the Village within 15 days to make arrangements for Utility Account payment that will address the outstanding balance in a manner that is agreeable to the Village. Failure to do so may result in the Utility Account balance being transferred to the applicable Property taxes and disconnection of Utility Services.

18. If Utility Services are turned off at the request of the Owner, or by the Village for failure of Utility Account holder to comply with this or other applicable Bylaws, the Utility Services shall not be turned on until all arrears for the applicable Utility Account have been paid, plus a reconnection fee of **\$75.00**.
19. Reductions or discounts will not be granted due to temporary interruption of the Utility Service. The Village does not guarantee or warrant the continuous supply of Utility Services and the Village reserves the right, in cases of Emergency, water shortages, construction activities, maintenance activities, to change the operating pressure, restrict the availability of Utility Services, and turn off Utility Services in whole or in part with or without notice.

#### **PART V – COMING INTO FORCE**

20. Bylaw No. **287/2019** is hereby repealed.
21. Any overall rates, charges, tolls or rents contained in this Bylaw that are new or have been changed from Bylaw No. 287/2019 shall come into force and take effect on the day of approval being issued by the Local Government Committee.

Certified a true copy of Bylaw No. 292/2019  
adopted by the Council of the Village of Young  
on November??, 2019.

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Lyle Hannan - Administrator

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Mayor

## SCHEDULE "A"

### **WATER SERVICE CHARGES:**

<b>Description</b>	<b>Water Used</b>	<b>Bi-Monthly (i.e. billing period) Rate</b>
Capital Fee	Any amount	\$55.00 per water account
1 <sup>st</sup> Tier Fee	0 to 4,000 gallons	\$67.20
2 <sup>nd</sup> Tier Fees	4,001 to 25,000 gallons	1 <sup>st</sup> Tier fee, plus \$4.80 per 1,000 gallons (or portion thereof) for 2 <sup>nd</sup> Tier water use
3 <sup>rd</sup> Tier Fees	Over 25,000 gallons	1 <sup>st</sup> and 2 <sup>nd</sup> Tier fees, plus \$6.00 per 1,000 gallons (or portion thereof) for 3 <sup>rd</sup> Tier water use

## SCHEDULE "B"

### SEWER SERVICE CHARGES:

<b>Property Category</b>	<b>Bi-Monthly (i.e. billing period) Rate</b>
Residential & Churches	\$20.00
Multi-Unit Dwellings (e.g. duplexes and apartments)	\$18.00/unit
Commercial (office/retail)	\$20.00
Commercial (food service & related)	\$50.00
Commercial/Industrial (e.g. garages, service stations)	\$50.00
Commercial (e.g. hotel/motel)	\$3.00/unit, or \$22.00/building whichever is greater
Institutional (e.g. school, long-term care facility)	\$50.00

In the event there is more than one Property Category that applies, the higher of the applicable sewer rates will be charged.