

Bylaw 2018-01 Utility Bylaw

A Bylaw of the Village of Alliance, in the Province of Alberta, to regulate and control the provision of water, sewer, and garbage services to residents, business, industry, and institutions within and surrounding the Village of Alliance, and to repeal Bylaw 2017-01.

WHEREAS, pursuant to the provisions of Sections 33 to 44 of the Municipal Government Act S.A. 1994 c M-26.1, with all amendments thereto, Council has authority to provide for levying and collection of service charges, tolls, and penalties for the consumption and discharge of water, sewer, and garbage by residents, business, industry, and institutions within and surrounding the Village of Alliance.

NOW THEREFORE, the Council of the Village of Alliance duly assembled, enacts as follows:

1. A charge shall be made against the owners of all land which is served by the said systems and services in the Village of Alliance, for the use of water supply and distribution system, sewage services and use of sewage system, and garbage disposal services according to rates hereinafter set from time to time by resolution of Council, and set out in Schedule A.
2. Absentee Residents - Residents who are absent from their residence for an extended period of time for any reason shall be charged the regular rates as set out in Schedule A. This applies even if the curb stop has been turned off.
3. Renters
 - a) may receive the water, sewer and garbage services in their name after
 - 1) paying a security deposit of \$300.00 in cash or certified cheque, and
 - 2) Signing release form 2015-01-01 which comprises Schedule B of this document
 - b) Security deposit is refundable only when the renter moves out, and will be reduced by any amount owing to the Village.
 - c) Should the account be overdue at any time, the Village may choose to apply the security deposit to the amount owing.
 - d) Shall be informed that the property owner will be receiving a copy of the utility bills.
 - e) The Village shall mail or deliver notification in writing to all renters, of any changes in utility rates. Such notification shall be given at least thirty (30) days prior to the change coming into effect.
3. At an interval to be determined by resolution of Council, the Village shall mail or deliver to each owner of properties receiving the above-mentioned services, a statement showing:
 - a) Water charges calculated as per the rates set out in Schedule A
 - b) Sewer charges calculated as per rates set out in Schedule A;
 - c) Garbage charges calculated as per rates set out in Schedule A.
 - d) The statement shall clearly show the date by which payment is required, and the rates at which any penalty shall be applied.
4. Property owners opening a new utility account shall pay a security deposit prior to the commencement of utility services, as per Schedule A. After a period of one year of the customer's account being current at all times, a credit in the amount of the security deposit will be applied against the utility account.
5. All water, sewer, and garbage accounts shall be due and payable on the last day of each month. Accounts not paid in full after that time shall be assessed a penalty of three and one half per cent (3.5%) per month on the amount remaining unpaid. Such penalties shall be added to and form part of the rates levied.

6. In the event an account becomes delinquent for a period of 60 days, then either
- a) the amount outstanding may be transferred to the tax roll, and collected in like manner as taxes are recoverable, in accordance with Section 553(1) and amendments thereto. A letter shall be sent to the owner advising that the outstanding account is being transferred to the tax roll, OR
 - b) Upon resolution of Council, the water may be turned off at the curb stop, after giving 7 days written notice to both occupant and owner. Notice shall be hand-delivered or mailed by registered mail.
8. Failure to receive a statement of account shall in no way affect the liability of the owner or renter to pay the amount owing.
9. Village hereby reserves the right to shut off the water without notice to the consumer for any lawful reason.
10. No person other than the Village Foreman or his duly authorized agent shall turn off or turn on the water supply from the Village supply system to the owner's premises, or attempt to do so.
11. There shall be a charge of a reconnection fee as per Schedule "A" to restore water supply that has been turned off due to delinquent account.
12. No person shall have any claim for compensation or damages resulting from the Village shutting off the water without notice, or from the failure of the water supply from any cause whatsoever.
13. The Village shall have the right to restrict or ration the amount of water used
- a. during periods of heavy demand,
 - b. upon 24 hours notice conditions permitting,
 - c. or interrupt the service for necessary maintenance, repairs, or fire-fighting, or any other possible emergencies.
14. All users of the water service must allow the Village to install a water meter in a suitable place on the owner's premises. The Village is responsible for the cost of the meter and basic installation.
15. The Village or its' duly authorized agent shall have the right to enter the premises at periodic intervals to inspect the said meter and determine the amount of water used.
16. Water meters shall at all times remain the property of the Village of Alliance.
17. Only the Village's duly authorized agent shall be allowed to adjust the water meter in any way.
18. The user shall not allow any other person at any time to tamper with or interfere with the water meter.
19. Any damage to the said water meter shall be paid for by the owner of the property receiving the water services, on the basis of costs required plus labor charges.

This bylaw becomes effective February 1, 2018.
Bylaw 2017-01 is hereby repealed.


Read a first time this _____ day of January 18, 2018

Read a second time this _____ day of January 18, 2018

Read a third time, and by unanimous consent of all Councilors present,
and finally passed on this _____ day of January, 2018



Mayor



Administrator

SCHEDULE A

1. Billing frequency – utility bills shall be sent monthly.
2. New customer security deposit shall be \$300.00.
3. Reconnection fees shall be \$25.00
4. Monthly Service charges for water, sewer and garbage shall be according to the following set rates:

Resident Infrastructure Fee	\$ 70.00/month
Non-Resident Infrastructure Fee	\$ 100.00/month
Water Usage	\$ 2.55/ M ³
Sewer Usage (based on amt of water used)	\$ 1.35/M ³
Garbage	\$ 25.00/Month

Properties with only Sewer Service (no water) will be charged \$12.00/month

Alliance Valley Inn	Water Flat rate	\$ 235
	Sewer flat rate	\$ 60
	Garbage – Renting their own bin from Flagstaff Waste	

5. Non-metered Rates
 1. that unmetered households be charged 5 cubic meters per person per month
 2. that meters be installed as soon as possible in these households,
 3. since it is not possible to install a meter on holiday trailers, that they be charged as follows:

Delivery charge -	\$100.00/month	
Water -	\$15.00/month	
Sewer -	\$8.00/month	
Garbage -	\$25.00/month	
6. Utility customers paying a lump sum of at least \$300.00 or more at any time during the year, will receive a credit equaling 5% of the lump sum on their account.



**SCHEDULE B
FORM 2015-01-01**

Renter's Utility Agreement

I/we _____ being the person(s) who has (have) entered into a rental agreement for the property located at _____ in the Village of Alliance, do hereby acknowledge and agree to the following:

1. I am responsible for all utility charges against this account from the date of occupancy which is _____.
2. I have paid the security deposit of \$300.00, and I understand it is refundable only when the renter moves out, and will be reduced by any amount owing to the Village.
3. Should the account be overdue at any time, the Village may choose to apply the security deposit to the amount owing.
4. I understand that the property owner will be receiving a copy of the utility bills.

Dated at Alliance, Alberta, this _____ day of _____, 20 _____

_____ Property Owner (print name)
 _____ Property Owner Signature
 _____ Renter's Name
 _____ Renter's Signature
 _____ Village Administrator Signature