



RESORT VILLAGE OF ELK RIDGE

BYLAW NO. 2024-12

A BYLAW TO MANAGE WATERWORKS AND SEWAGE WORKS

PART I GENERAL MATTERS

1) SHORT TITLE

- a) This bylaw may be cited as the “Water and Sewer Utility Administration Bylaw”.

2) PURPOSE

- a) The purpose of this Bylaw is to establish and regulate the supply, collection, treatment, storage and distribution of water, and to set terms and guidelines for the provision of utility water and sewage services.

3) DEFINITIONS

In this Bylaw, in any amending Bylaws, and in any schedule attached hereto, the following words and terms shall have the following meaning:

- a) **Administrator or Chief Administrative Officer (“CAO”)** means the Chief Administrative Officer of the Resort Village of Elk Ridge.
- b) **Administration** means the office of the Chief Administrative Officer and all reporting departments of the Resort Village.
- c) **Account or “utility account”** means the information used by the Resort Village for the purpose of billing.
- d) **Collection system** means a system of pipes, conduits, drains, sewage mains, manholes and appurtenances used for collecting and conveying sewage from a sanitary sewer service connection but excludes service lines.
- e) **Council** means the Council of the Resort Village of Elk Ridge
- f) **Consumer or consumers** means the legal owner(s) of a premises to whom the waterworks and/or sewage works services are connected and supplied and is the holder of a utility account with the Resort Village.
- g) **Curb stop** means the Resort Village’s shut-off valve for water or sewer to the premises.

- h) **Distribution system** means that portion of a waterworks, including water pipes, water mains, storage reservoirs, valves, hydrants and associated components, that is designed or used to convey water for human consumptive use or hygienic use to a service connection, but excludes service lines.
- i) **Grantee** means the person who extends and maintains water service lines and/or sanitary sewer service lines under the property owner and has permission by the property owner to access the property for the purpose of executing its responsibilities.
- j) **Grinder pump** means a household or communal low pressure sewage pumping unit of type Environment One Corporation 2000 series, Model #201061 or most recent model of the same type.
- k) **Improvement** means any visible structure of a permanent nature, constructed or placed upon, in or over land.
- l) **Landlord** means the owner or owners of a property in the Resort Village that rents to a tenant.
- m) **Resort Village** means The Resort Village of Elk Ridge.
- n) **Water meter** means a water meter and meter reader supplied by the Resort Village.
- o) **Occupant** means the owner, tenant or person who has permitted use of a residential, multi-unit residential or commercial and industrial property.
- p) **Owner** means the registered owner of a property or the purchaser who is entitled to occupy and use the property.
- q) **Person** means an individual, partnership, association, corporate body, trustee, executor, administrator, consumer or agent.
- r) **Premises** means the land and buildings connected to water or sewage services from the Resort Village.
- s) **Public Works and Utilities Department** means the Resort Village Public Works and Utilities Department department and its associated staff.
- t) **Service connection** means the lateral pipe and all apparatus that connects a Resort Village water main or sewage main to a premise.
- u) **Service line** means the portion of the potable water or sanitary sewage service connection from a consumer's property line to the household or building or other point of use.
- v) **Sewage works** means the any municipal sewage system or sewage sub-system designed for the collection, storage, transmission, treatment or disposal of sewage.
- w) **Waterworks** means a municipal waterworks system or any waterworks sub-system that is designed to supply, collect, treat, store or distribute water that is intended or actually used for human consumption or hygiene, regardless of whether any other uses have been made of that water.
- x) **Water supply** means ground water obtained from a municipal well for the purpose of human consumption and hygiene.

4) ESTABLISHMENT OF WATERWORKS AND SEWAGE WORKS SERVICE

- a) The Resort Village of Elk Ridge Waterworks and Sewage Works services are hereby established.

5) RESPONSIBILITIES

- a) The Resort Village owns, operates and maintains, at its own expense, all permits, licenses, facilities, systems, pumping stations, components, apparatus, basins, and equipment associated with the water supply, water treatment, water distribution, as well as sanitary sewage collection and sewage treatment.
- b) When practicable and feasible, the Resort Village shall provide notice of any potential disruptions to any water or sewer service for the purpose of performing maintenance, repairs, alternations, or improvements on any of its waterworks or sewage works.
- c) Every owner and/or consumer shall be responsible for abiding by this Bylaw, the Water and Sewer Utility Fee Bylaw and the Terms and Conditions to the Service Connection Policy.

6) GENERAL AUTHORITY

- a) Council has overall control and authority over Public Works and Utilities Department, utility policies and rates.
- b) All Resort Village waterworks and sewage works facilities, systems and sub-systems shall be under the management and stewardship of the Public Works and Utilities Department.
- c) The Public Works and Utilities Department reports to the Chief Administration Officer.

7) UTILITY ALTERATIONS AND REPAIRS

- a) When making alternations, improvements or repairs to any part of the wells, water works or sewage works, or connecting or repairing service connections, the Resort Village shall have the right to shut off a service from any consumer without notice and keep it shut-off as long as may be necessary to enable the work to be completed.
- b) The Resort Village or its employees shall not be liable for any damage resulting from the disruption of water service to any consumer, with or without notice.
- c) Should maintenance or repairs to the Resort Village distribution system, collection system, service connection or curb-stop reside on or under private property, the Resort Village shall diligently and expeditiously complete the work and restore any disturbed ground as far as possible to its former condition, provided that it shall not be the duty of the Resort Village to restore any structure or improvement, whatsoever type or nature erected over or within 10 meters of such work, or pay or compensate the property owner or any third-party for damage or restoration of any structure or improvement.

8) PROHIBITIONS

- a) No account can be transferred without a completed and approved application form provided by the Resort Village.
- b) No person other than an employee of the Public Works and Utilities Department shall turn on water to any premises, or open a curb stop.
- c) No person shall turn on water or sewer service that has been turned off for any purpose, unless authorized to do so by the Public Works and Utilities Department.
- d) No person other than an employee of the Public Works and Utilities Department shall open a service connection valve from any premises into the sewage collection system.
- e) No person other than an employee of Public Works and Utilities Department or members of the Fire Department, shall open, close or interfere with any hydrant, gate or valve connection.
- f) No person other than Public Works and Utilities Department shall interfere with any installed water meter.
- g) No person other than Public Works and Utilities Department shall approve or make any connection whatsoever with any of the Resort Village pipes, sewage lift stations or mains.
- h) No person shall alter, relocate, repair or make any connection to any portion of the Resort Village's waterworks and sewage system without having obtained expressed written permission from Public Work and Utilities.
- i) No extension of water mains or sewer mains shall be constructed unless such construction is authorized by Council.
- j) No new service connections shall be constructed or installed unless authorized by Council.
- k) No person shall install a bypass line around a water meter or between a service connection and a water meter or a service line and a water meter.
- l) The number of RV Sites shall not exceed the number of intended recreational vehicles or service hook-ups described by the applicant in their original application.
- m) No person shall interconnect with the potable water system any appliance, device or system which could back flow into the Resort Village water system without installing proper back flow, anti-siphon, air lock or other devices that have written approval by Public Works and Utilities Department.
- n) Any interconnection between stormwater systems and sewage collection systems is prohibited.
- o) Construction of private wells, private water systems and private sanitary sewage systems is prohibited unless authorized by Council.

9) VIOLATIONS AND PENALTIES

- a) Any person who contravenes any of the provisions of this Bylaw or fails to comply therewith or with any notice given thereunder is considered guilty of an offence and is liable to the penalties as hereinafter provided.

- b) Where any person has or is alleged to have been in contravention of any of the provisions of this Bylaw, a ticket, summons, or notice may be served upon them. Such person may voluntarily make a payment of the Penalty Sum as set out in the penalty section of this Bylaw within (10) ten calendar days from the date of issuance.
- c) If payment is not received within (60) sixty days from the issue date, a summons may be issued. If payment is made within such time and accepted, then that person shall not be liable to further prosecution of the offence.
- d) Where any person has been served a ticket, summons, or notice in contravention of any of the provisions of this Bylaw, such person shall maintain a twelve—month clear period from the date of the last occurrence before such time where a First Offence Penalty Sum will be reinstated.
- e) If a provision of this Bylaw conflicts with the provision of any other applicable Resort Village Bylaw, the provision that establishes the higher or more restrictive standard to protect the health, safety, welfare, peace, and comfort enjoyed by the inhabitants of the Resort Village shall prevail.
- f) If a provision of this Bylaw conflicts with the provisions of any legislation, then the legislation shall prevail.
- g) This Bylaw shall not be construed to reduce or mitigate any restrictions or regulations lawfully imposed by the Resort Village by any government authority having jurisdiction to make such restrictions or regulations.

PART II

STARTING AND DISCONTINUING WATER AND SEWER SERVICES

10) APPLICATION PROCEDURES FOR STARTING A SERVICE AND OPENING AN ACCOUNT

- a) All new owners, including persons who are taking over premises where water has been previously used by another consumer, are required to complete and execute an application form prescribed by the Resort Village.
- b) A completed application form shall be sent by the applicant to the CAO a minimum of 14 days prior to requiring waterworks and/or sewage works services.
- c) The completed application referred to in sub-section 10(a), when accepted by the CAO, shall be a contract between the applicant and the Resort Village for the supply of water and/or discharge of sewage.
- d) All applicants and/or owners shall be required to comply with all sections of the Water and Sewer Utility Administration Bylaw, the Water & Sewer Utility Fees Bylaw, and the Terms and Conditions of the Service Connection Policy.

11) ACCOUNTS NOT TRANSFERRABLE TO RENTERS AND GUESTS

- a) Utility accounts are not transferable between landlords, their agents or tenants.

- b) Landlords are responsible for ensuring renters comply with the Water and Sewer Utility Administration Bylaw, the Water & Sewer Utility Fees Bylaw, and the Terms and Conditions of the Service Connection Policy.
- c) Consumers are responsible for ensuring accurate and timely transmission and communication of Utility information and notices to their respective agents, renters, guests, customers, or visitors, as may be applicable.

12) SEASONAL SERVICE

- a) Consumers are responsible for ensuring adequate protection of service connections, service lines, meters and curb stops, during seasonal shutdowns.
- b) Repairs made to Resort Village service connections, curb-stops or meters as a result of damage caused by inadequate consumer seasonal shutdown procedures or protections, will be expensed to the consumer.
- c) Seasonal services shall not be excluded from any service fees.

PART III WATER AND SEWER SERVICE CONNECTIONS

13) RESORT VILLAGE'S AUTHORITY TO REQUIRE SERVICE CONNECTIONS

- a) Nothing in this Bylaw shall preclude or undermine the authority of the Resort Village to require owners of property to connect the property with the municipal systems of sanitary sewers, storm sewers and waterworks in accordance with the provisions of *The Local Improvements Act, 1993*, which may be amended from time to time, or any other relevant legislation providing similar authority.
- b) Where the Resort Village requires property owners to connect property with the municipal systems of sanitary sewers and waterworks, the provisions of this Bylaw shall apply.

14) OWNERSHIP: SERVICE CONNECTIONS, CURB STOPS AND SERVICE LINES

- a) The Resort Village owns and maintains, at own expense, the water service connection from the water main to the consumer's property line.
- b) The Resort Village owns and maintains, at its own expense, the sewer service connection from the sewage main to the consumer's property line.
- c) The Resort Village owns and maintains the curb-stop, at its own expense.
- d) The consumer or Grantee, as applicable, owns and maintains the water service line, at its own expense.
- e) The consumer or Grantee, as applicable, owns and maintains the sewer service line, at its own expense.

15) CONSTRUCTION, ALTERATION OR RELOCATION OF WATER AND SEWER SERVICE CONNECTIONS

- a) Any person who wishes to construct, alter or relocate any service connection is required to complete and execute an application form prescribed by the Resort Village.
- b) The Resort Village shall determine the number and type of service connections at its own discretion.
- c) If the Consumer obtains written approval from the Resort Village, the Consumer shall pay the entire cost to affect the construction, relocation or alteration of a service connection or curb stop, including any costs incurred by the Resort Village.

16) DAMAGE TO RESORT VILLAGE WATERWORKS OR SEWAGE WORKS

- a) The property owner shall be responsible for the cost of repair or replacement of any part of the municipal waterworks or sewage works systems, components, equipment, facilities, or apparatus curb stop that has been determined by the Resort Village as being damaged or partially damaged through any act of negligence or misuse of such property owner or any person renting or occupying such property.

17) CONSTRUCTION OF SERVICE LINES

- a) All owners who require to construct and install a new service line are required to complete and execute an application form prescribed by the Resort Village.
- b) Every service connection and service line constructed or installed pursuant to this Bylaw, including pipes, fittings, curb stops, and control valves shall be inspected by the Public Works and Utilities Department.
- c) Service lines shall be constructed at a minimum depth of cover of 3.0 meters below finished grade, except near a foundation wall for which the depth shall be a minimum of 2.25 meters or depth approved in writing by Public Works and Utilities Department.

18) EXCAVATIONS FOR CONSTRUCTION OF SERVICE CONNECTIONS AND SERVICE LINES

- a) All persons performing an excavation must ensure that all provincial legislative requirements for ground disturbance are being followed.
- b) No person, having constructed or installed a service connection or service line pursuant to this Bylaw, shall backfill any excavation containing such service connection or service line prior to inspection by the Public Works and Utilities Department.
- c) The Resort Village may discontinue the water or sewage service to any property where the trench or excavation containing the service connection was closed prior to inspection by Public Works and Utilities Department.

19) DISCONNECTION OF SERVICES AND CLOSURE OF ACCOUNTS

- a) Consumers may discontinue and terminate their account for water or sewer services upon giving 14 days' written notice of the property transfer date, to the Resort Village.
- b) Upon receiving notice a final meter reading will be made on the transfer date, and the account will be billed for the amount due at discontinuance, and the account will be closed after receiving payment.
- c) The Resort Village is not responsible for any charges incurred by the consumer related to their failure to meet the requirements of notice or accuracy of information provided in the notice.

20) CHANGES IN ACCOUNT INFORMATION

- a) Application Fees shall be applied to any changes in consumer account information in accordance with Schedule "A" to this bylaw.

PART IV WATER SERVICES

21) FEES, RATES AND CHARGES FOR WATER SERVICE

- a) Anyone with a service connection to, or any other person receiving water from, the Resort Villages waterworks shall pay the service connection fees, water consumption fees and other charges calculated pursuant to this Bylaw and the Water and Sewer Utility Fees Bylaw.

22) WATER METER, CURB STOPS AND OTHER WATER SERVICE REQUIREMENTS

- a) Unless specifically approved for unmetered service by Resort Village, all water supplied to consumers from the Resort Village waterworks shall be measured by a water meter supplied and approved by Public Works and Utilities Department.
- b) The Public Works and Utilities Department shall determine, at their own discretion, the appropriate size, type and location of water meter required for each property.
- c) The Resort Village may enter the premises of any consumer at any reasonable time with or without notice for the purpose of installation, repair or replacement of meters, examination of plumbing and fixtures, or ascertaining the quantity of water used and the manner of use.
- d) Consumers desiring additional service connections, including water-only service connections, or larger water meters may make application to the Resort Village and, if approved, such additional service connections or larger water meters may be installed, with all costs to be borne by the applicant.
- e) Curb stops shall be installed so that the top of the curb stop is no lower than 3-inches below finished grade, which shall be maintained by the consumer or owner at their own expense.
- f) Owners shall not impede access to the curb stop in any way.

- g) Owners, at their own expense, shall protect the curb stop by installing a valve box or curb sleeve made of steel, iron or composite material, and any other protection apparatus approved by the Resort Village.
- h) The top of the cover of the valve box or curb sleeve box shall be placed at the finished grade of the land, street, or road.
- i) Owners shall be responsible for reimbursement of any expenses incurred by the Resort Village to repair damaged curb stops, including the thawing of frozen service lines and valves.

23) CROSS CONNECTION CONTROL

- a) No person shall connect anything to the water system which may cause the service to be contaminated or polluted.
- b) All consumers shall install back-flow prevention devices in accordance with the National Plumbing Code of Canada, 2005, The Public Health Act of Saskatchewan.

24) OWNERSHIP, CONTROL AND MAINTENANCE OF WATER METERS

- a) All water meters installed on private property are owned by the Resort Village.
- b) No person shall tamper with, alter, remove or disconnect a water meter installed on private property pursuant to this Bylaw.
- c) The Resort Village shall maintain, repair and, if necessary, replace water meters at its own cost provided that Public Works and Utilities Department has determined that a water meter has not been tampered with or damaged outside of normal wear and tear.
- d) The consumer shall be responsible for the cost of repair or replacement of any water meter that has been determined by Public Works and Utilities Department as being damaged or partially damaged through any act of negligence or misuse by the property owner or any third-party. This is inclusive of meter freeze-up.
- e) Failure to install a water meter on any service line shall result in disconnection of the water service.
- f) Every consumer, shall be responsible for:
 - i) ensuring safe, convenient and reasonable access to water meters installed on private property and the premises in which such meters are located.
 - ii) ensuring that all water meters installed on private property are insulated from the cold and protected from damage by any cause.

25) FAILURE OF METER TO REGISTER

- a) Water meters shall be read at times established by the Resort Village.

- b) If a meter has failed to register during any portion of the preceding quarter, the amount of water consumption for the quarter shall be estimated to be the same as that of the previous quarter in which the water meter was registered, or the same as that of the corresponding quarter in the preceding year, whichever may be more beneficial to the consumer.
- c) In the instance of a discrepancy between a meter reading device and a meter, the meter shall be the official reading.

26) TESTING AND MALFUNCTION OF WATER METERS

- a) The consumer or occupant of a building may request that the Resort Village test the water meter equipment located on its premises.
- b) The consumers will be responsible for the cost of testing if the water meter is found to be measuring in accordance with accepted standards and specifications. The fee for the test shall be set in accordance with Schedule "C" as may be amended from time to time.
- c) The consumer or occupant shall immediately notify the Resort Village when it is discovered that a water meter is not operating, or if the water meter becomes damaged or broken, or any water service connection, service line or water metering equipment has been broken.

PART V SANITARY SEWAGE SERVICES

27) FEES, RATES AND CHARGES FOR SEWAGE SERVICES

- a) All persons with a service connection to the Resort Village's sewage works shall pay the service connection fees, water consumption fees and other charges calculated pursuant to Part VI of this Bylaw and the Water and Sewer Utility Fees Bylaw.

28) SEWAGE SERVICE CONNECTION REQUIREMENTS

- a) Sewage service connections shall be installed as a gravity drainage system or grinder pump system.
- b) No person shall construct or maintain any privy, septic tank, cesspool, or any other facility intended for the disposal of sewage without the approval of Council.

29) BACKFLOW PREVENTOR REQUIREMENTS

- a) All premises with a service connection to the Resort Village sewage works shall install and maintain, at their own expense, a backflow prevention device to prevent water or sewage from backing-up from the sewage collection system and potentially flooding the basement or any other portion of the property or any other property.

- b) Back-flow prevention devices shall be installed in accordance with The National Plumbing Code of Canada, 2005, The Public Health Act of Saskatchewan and The Plumbing and Drainage Regulations and CAN/CSA – B64.10.01 – Manual for the Selection and Installation of Backflow Prevention Devices as may be amended from time to time.

30) GRINDER PUMP REQUIREMENTS

- a) Premises constructed without a gravity drainage service connection to the Resort Village’s sewage collection system must install and maintain a grinder pump unit.
- b) Grinder pump service line and service connection pipes shall be constructed of 1.25 inches (32mm) and of type High-Density Polyethylene (“HDPE”).
- c) All grinder pump service connections shall be installed and maintained with 1.25-inch curb-stops.
- d) Owners shall not impede access to a curb stop or sewer manhole in any way.
- e) Owners shall implement reasonable measures to protect the curb stop from abnormal wear and tear, freezing, misuse or accidental damage. Acceptable methods for protection include installing, at surface grade, valve boxes or curb sleeves made of steel, iron or composite material, and any other mitigation approved by Public Works and Utilities Department.
- f) Owners shall be responsible for reimbursement of any expenses incurred by the Resort Village to repair damaged curb stops, including the thawing of frozen service lines and valves.
- g) Consumers that installed a Barnes Eone replacement model series grinder pump unit, model OGP2022C, prior to August 1, 2016, can continue to operate with that Barnes grinder pump system or latest equivalent model equivalent.

31) GRINDER PUMP OWNERSHIP AND SEWAGE LINE SUPPLIES

- a) Consumers or Condominium Corporations, as the case may be, own their grinder pump unit(s) and are responsible for the installation, maintenance, repair, refurbishment, and disposal of the unit(s) at their own expense.
- b) The Resort Village is responsible for maintaining a supply of grinder pumps and 1.25-inch HDPE pipe.
- c) Consumers, Condo Corporations or their agents may procure a 1.25-inch HDPE pipe, a grinder pump installation kit, or a replacement grinder pump by submitting a procurement request to the Utilities department.
- d) Grinder pump kits, replacement units and materials supplied by the Resort Village will be expensed to the consumer at a cost prescribed at Schedule “A”.

32) CONTAMINATION PREVENTION REQUIREMENTS

- a) No applicant shall place, deposit, discharge or suffer a permit or cause to be placed, deposited or discharged into a fixture, building drain, sanitary sewer connection or the Sewage Works System any of the following:
 - i) Any substance designated as a “hazardous substance” within the meaning of The Hazardous Substances and Waste Dangerous Goods Regulations, R.R.S., c.E-10.2 Reg 3.
 - ii) a liquid or vapor having a temperature greater than 65° Centigrade, excepting boiler blow down.
 - iii) gasoline, benzene, naphtha, fuel oil, paint, solvent, or any flammable or explosive liquid, solid or gas.
 - iv) garbage excluding shredded organic matter through a residential household kitchen garburator unit.
 - v) ashes, cinders, grit, sand, stone, cloth, clothing, plastic bags or plastic sheeting or any other solid or viscous substance.
 - vi) animal or fish oils, fat or flesh, feathers, eggshells, or any noxious or malodorous substances capable of creating a public nuisance in or damage to the sewage works or hazard to the health of personnel carrying out duties in relation to the sewage works.
 - vii) wastes having a pH lower than 5.5 or higher than 9.5.
 - viii) storm water including, and not to limit the generality of the foregoing, surface water and roof drainage from the surface of a development or roof of any building.

33) REMOVAL OF OBSTRUCTIONS OR CONTAMINENTS

- a) In case of any blockage of the service connection, collection system or contamination of the sewage works cause by reason of neglect, omission, or failure to strictly comply with this Bylaw, the owner or consumer shall, in addition to penalty of infraction, shall be responsible for reimbursing the Resort Village for all costs of inspection, clearing or removal of such blockage or contaminant and other account for which the Resort Village may be held legally liable for because of such blockage or contaminant.
- b) The expense incidental to the removing of an obstruction or contaminant from a sewer service connection or service line and the thawing out of a frozen water service connection or service line from the water main to the premise, shall be borne solely by the consumer.

PART VI UTILITY FEES AND BILLING

34) DEFINITIONS, re: UTILITY FEES AND BILLING

In this Part and in and in any schedule referred to in this Part the following words and terms shall have the following meaning:

- a) **Bulk water distribution** means that potable water is directly provided from the Resort Village water treatment facility or distribution system to a consumer or bulk water container or third-party hauling service who has been contracted by the consumer.
- b) **Dwelling Unit** means one or more habitable rooms constituting a self-contained unit and used or intended to be used together for living and sleeping purposes by one or more persons.
- c) **Residential Unit** means a single-detached or semi-detached building with independent dwelling units that are serviced by either a ½, 5/8 inch or ¾ inch meter. Includes mobile home units.
- d) **Multi-Unit Residential** is a building with two or more live-in units each unit separated from other units by common walls and doors, share common areas and facilities, and is serviced by a 2-inch meter.
- e) **Commercial Unit** is a facility serviced by either 5/8, 2-inch or 3-inch meter. They include but are not limited to buildings used for commercial, merchandising, business or delivery of community services or public services.
- f) **Account in Arrears** means the water or sewage service had been turned back on after a period of shutdown by the Resort Village due to failure of the consumer to pay owed monies or provide a timely response to notice from the Resort Village.
- g) **RV Park** means a seasonally occupied recreational vehicle camp area dedicated for use by one or more recreational vehicles and serviced by one service connection and one Resort Village meter.
- h) **RV Site** means a single vehicle location or parking pad within the RV Park that is or can be hooked-up to the Resort Village water distribution system or sewage collection system.

35) FEES, RATES AND CHARGES FOR WATER AND/OR SEWER SERVICE

- a) Consumers with a service connection to the Resort Village's water system and sewage system shall pay water and sewer fees in accordance with the Resort Village's Water and Sewer Utility Fee Bylaw.
- b) The base fee for water fees shall always be billable. No exemptions will be given for seasonal, temporary or extended shutdowns.
- c) Consumers with water-only service connections shall not be subject to sewerage fees.
- d) All facilities owned and operated by the Resort Village with service connections to the Resort Village water system and sewer system shall not be subject to water and sewer fees.
- e) Application Fees shall be applied to any changes in consumer account information as prescribed in Schedule "A".

36) BILLING OF BASE FEES AND VOLUMETRIC CONSUMPTION

- a) Meter readings shall be performed at the discretion of the Resort Village.
- b) Meter readings shall be measured in units of cubic meters or imperial gallons, at the discretion of the Resort Village. (depending on the type of meter)
- c) Volumetric Fees shall be billed based on estimated or actual consumption during that same quarterly period.
- d) As a result of the Resort Village assuming custody and control of utility operations on November 1, 2024, the Resort Village will process a one-time, non-recurring billing of the Base Fee and Volumetric Fees for water and sewer services will be calculated between August 1 to October 31, 2024, and will be billed on October 31, 2024, on behalf of the Elk Ridge Utility Board.
- e) As a result of the Resort Village assuming custody and control of utility operations on November 1, 2024, a one-time, non-recurring pro-rated billing for one month of the Quarterly Base Fee and estimate of the Volumetric Fees for water and sewer services will be calculated between November 1 to December 31, 2024, and will be billed on December 31, 2024.

37) BILLING OF OTHER SERVICE FEES

- a) All service fees, other than the Base Fee and Volumetric consumption fees, shall be billable in same month that the service was incurred by the owner or consumer.
- b) Other common service fees, other than Annual Base Fee and Volumetric consumption fees, are prescribed on Schedule "A".

38) PAYMENT TERMS – OTHER SERVICE FEES

- a) All invoices for utility service fees, with the exception of the quarterly water and sewer fees, shall be due for payment to the Resort Village within 30 days of the date posted on the invoice.
- b) All manners for which a payment can be made to the Resort Village shall be provided in the body of the invoice and/or in the correspondence email or letter containing the invoice or the letter serving as "notice".
- c) After 30 days, customers who have unpaid invoices for utility services shall receive notice of overdue payment.
- d) After 60 days, a second notice will be sent the customer, and shall incur a late payment charge of 3% compounded every month.
- e) If a cheque is returned as "non-sufficient funds", the person will be billed an additional administrative fee of \$60.00.

39) DISPUTED INVOICES

- a) Disputed charges must be clearly outlined in writing and sent to the Chief Administrative Officer of the Resort Village.

- b) If the Chief Administrative Officer's response to the dispute is unsatisfactory, then the matter of dispute could be escalated for Council's consideration.
- c) Councils' decision on a dispute is final.
- d) Any overdue payment fees on a disputed charge shall also be payable, except in the instance where the dispute has been ruled in favor of the consumer or owner or person.

40) ENFORCEMENT OF PAYMENT

- a) The payment of any penalties, deposits, fees, charges or violations, pursuant to this Bylaw, may be enforced by all or any of the following methods:
 - i) by written Notice;
 - ii) by action in any court of competent jurisdiction;
 - iii) by sending amount owing to collections;
 - iv) by shutting down the water service;
- b) All amounts of owing imposed under this Bylaw are a preferential lien and charge on personal property of the debtor and may be levied and collected as municipal rates and taxes are recoverable.

PART VII MISCELLANEOUS

41) WATER CONSERVATION STRATEGIES

- a) Where, in the opinion of Council, restrictions on the supply, use or consumption of water from the Resort Village waterworks are required, the Council may, by resolution, impose such restrictions on the supply, use or consumption and for such period of time as may be deemed appropriate.
- b) During any period during which Council has imposed restrictions on the use or consumption of water pursuant to subsection 41(a), no person shall use or consume water contrary to such restrictions.
- c) The Chief Administration Officer may order the discontinuance of the supply of water to any property where a property owner or consumer, as the case may be, has refused or failed to comply with the restrictions imposed by Council.

42) COMPLIANCE WITH OTHER LEGISLATION

- a) Nothing contained within this Bylaw relieves any person from complying with any provision of any Federal or Provincial Legislation or any other Bylaw of the Resort Village.

- b) No statement contained in this Bylaw shall be construed to interfere with any additional requirements that may be imposed by the Ministry of Environment, Technical Safety Authority of Saskatchewan, Saskatchewan Public Health Authority or Water Security Agency.

43) LIABILITY FOR DAMAGES

- a) The Resort Village is not liable for damages:
 - i) caused by the breaking, plugging or stoppage of any sanitary sewer main;
 - ii) caused by the interference with the supply of any water service or sewer necessary in connection with the repair or proper maintenance of water or sewer;
 - iii) for any accident due to the operation of the sewage works unless such accident is shown to be directly due to the negligence of Resort Village or its employees.

44) PENALTIES

- a) Any person or persons tampering with or interfering with or in any way injuring any part of the Resort Village waterworks or sewage works, or disconnecting or reconnecting any service or doing anything to break, suspend, divert, obtain the unlawful use of or waste water supplied by the Resort Village or interfering in any manner with the operation and distribution thereof, except under and with the permission in writing from the Resort Village is guilty of an offence and is liable to a fine not exceeding Five Hundred Dollars (\$500.00) per violation, which is due in thirty (30) days.

45) REPEAL BYLAW

That Bylaw No. 2024-07 be repealed.

Read a first time this 15th day of October 2024.
Read a second time this 15th day of October 2024.
Read a third time and adopted this 15th day of October 2024.



M. Smith-Windsor

Mayor Margaret Smith-Windsor

Michele Bonneau

CAO Michele Bonneau

SCHEDULE "A"

BYLAW NO. 2024-12

WATER & SEWER ADMINISTRATION & SERVICE CONNECTION FEES

1) GENERAL SERVICE FEES

- a) Application for Change in Property Ownership \$200.00
- b) Application for New Connection \$3,250.00

2) RECONNECTION OF AN ACCOUNT IN ARREARS

- a) Commencing November 1, 2024:
 - i) Reconnection of an Account in Arrears: \$500.00

3) METER TESTING AND REPLACEMENT

- a) Commencing November 1, 2024:
 - i) Consumers shall pay a deposit for the testing of meters as follows
 - (1) Deposit – Meter Testing: \$50.00
 - ii) If the meter is found to be defective, then the deposit shall be refunded to the consumer and meter shall be replaced at the following cost to the consumer:
 - (1) Defective Meter Replacement: No Charge

4) GRINDER PUMP SUPPLIES

- a) Commencing November 1, 2024:
 - i) All grinder pump and HDPE pipe fees are for component supply only, and exclude costs and all services, applicable permits, that may be required for installation, repair or replacement:
 - (1) Grinder Pump Installation Kit: Cost + 10%
 - (2) Grinder Pump Replacement Unit: Cost + 10%
 - (3) 1.25-inch HDPE pipe: Cost + 10% per foot

5) THAWING OUT OF FROZEN SERVICE CONNECTIONS

- a) Commencing November 1, 2024:
 - i) Thawing Out of Frozen Service Connections: Cost + 10%