



BYLAW 2016-01

A BYLAW TO SET OUT THE MANAGEMENT OF THE TOWN OF ROSTHERN'S UTILITY SERVICES.

The Council of the Town of Rosthern in the Province of Saskatchewan enacts as follows:

1. This bylaw shall be cited as the Water and Sewer Utility Management Bylaw.
2. In this bylaw:

“Water Consumer” includes the owner, tenant or occupant of any real property connected with or supplied with water through a water connection to the water system of the Town of Rosthern.

“Town” shall mean the municipality of the Town of Rosthern and/or its council.

3. a) All persons desiring to be supplied with water from the Town's water supply system shall make application to the officials of the Town. Each application for service by a renter or tenant other than the property owner shall be accompanied by the payment of a meter deposit as required in Schedule A to this bylaw. The person who paid the said water meter deposit shall be entitled to a return of the water meter deposit when service is discontinued for which the said water meter deposit is paid, less any outstanding amounts due at the time of discontinuing service. In the case where the remaining water meter deposit is less than five dollars (\$5.00), then no refund of the deposit shall be issued.
- b) Notwithstanding Section 3 a), all meters one inch and larger shall be installed at the entire expense of the water consumer.
4. a) All rates, costs or charges imposed by this bylaw remaining unpaid after 60 days or after December 31, in any year, may be transferred to the taxroll of the property owner, and may be levied and collected in like manner as municipal rates and taxes are by law recoverable. This process may occur whether the service was supplied to the owner or tenant of the land or building, if the municipality has provided prior notice to the owner and tenant that the charges for utility services to the parcel are in arrears and if the municipality has:

Page 2

- i) sent a registered letter to each of the tenant and landowner respecting the unpaid charges and the consequences at least 30 days before the amounts are to be added to the taxroll;
 - ii) applied any deposit provided by the tenant to the public utility with respect to the parcel to the unpaid charges; and
 - iii) where possible and reasonable, discontinued the utility service to the parcel.
 - b) The costs to notify the property owner and the tenant, as listed in a) above, will be added to the utility account for which the notifications are being sent.
 - c) Council may enter into a “utility landlord agreement” whereby the property owner agrees to take ultimate responsibility for payment of the utility service in one of two ways:
 - i) By placing the utility service account in the name of the property owner; or
 - ii) By placing the utility service account in the name of the tenant, with the property owner agreeing to pay for any outstanding amounts owing on the account.
 - d) The form for the “utility landlord agreement” is found in Schedule B to this bylaw.
5. All water consumers shall pay to the Town a fee of \$10.00 as a service charge for turning on or transferring any water connection.
6. a) No person shall discharge into any drain, sewer or sewerage system operated by the municipality any harmful matter, substance or thing, whether liquid or solid, such as gas, diesel fuel, oil or solvents, that would be injurious to health, life or property or block sewer mains or that would injure, pollute or damage any stream, watercourse, drain, sewer, sewerage system or sewage treatment plant.
- b) The service of any person who contravenes this section of the bylaw shall be discontinued and the person shall be responsible for the cost of repairs resulting from discharging prohibited substances into the sewer main.
7. Employees of the Town shall have free access at all reasonable times to examine and remove meters.
8. The Town may, by resolution, ration or limit the amount of water furnished to any and/or all consumers should circumstances deem to warrant such action.

9. Any person who contravenes any provision of this bylaw for which no other penalty is provided shall be guilty of an offence and liable upon summary conviction to penalties provided under the general penalty bylaw of the municipality.
10. This bylaw shall come into effect upon the approval of the council for the Town of Rosthern.

Introduced and read a first time this 7th day of March, 2016.

Read a second time this 7th day of March, 2016.

Read a third time and finally adopted this 7th day of March, 2016.

(S E A L)

Mayor Dennis Helmuth

CAO Nicole Lerat

TOWN OF ROSTHERN

**WATER METER DEPOSIT RATE SCHEDULE A
TO BYLAW 2016-01**

Water Meter Deposits:

- 1) For each meter not in excess of 5/8" and remote control the required deposit shall be \$100.00.
- 2) For each meter of 3/4" and remote control the required deposit shall be \$150.00.
- 3) For each meter and remote control for commercial water users for which the average utility billing is greater than the deposits listed in 1) and 2) above - examples being, but not limited to, restaurants and laundromats - the deposit is \$300.00.

TOWN OF ROSTHERN
UTILITY LANDLORD AGREEMENT
SCHEDULE B TO BYLAW 2016-01

TOWN OF ROSTHERN
UTILITY LANDLORD AGREEMENT

I, _____, being the owner/manager of the following property located in the Town of Rosthern:

Civic _____ address:

Legal _____ description:

understand that Section 369 of *The Municipalities Act* gives council the authority to add outstanding utility accounts, whether incurred by myself or my tenant(s), to the taxroll for the above-listed property.

As the property owner/manager, I understand that any unpaid utility charges associated with the listed property, whether overdue or belonging to a terminated account, will be added to the taxroll of the property. As per Bylaw 2016-01, I choose the following option:

The utility account will be placed in my name as follows:

Name:

Address: _____

Phone:

The utility account will be placed in the name of the tenant as follows:

Name:

Address: _____

Phone:

Signed at the Town of Rosthern, Saskatchewan, this ____ day of _____, 20____.

Signature: _____

Signature:

Landlord

Town of Rosthern