

VILLAGE OF PERDUE

BYLAW NO. 2021-1

A BYLAW OF THE VILLAGE OF PERDUE TO CONTROL AND REGULATE UTILITIES PROVIDED BY THE VILLAGE OF PERDUE INCLUDING WATER, SEWER, WASTE DISPOSAL AND RECYCLING.

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

PART 1 – SHORT TITLE

1. This Bylaw may be cited as the Village of Perdue Utility Services Management Bylaw.

PART II – DEFINITIONS

2. In this Bylaw:

“**ADMINISTRATOR**” shall refer to the Administrator of the Village of Perdue;

“**COUNCIL**” shall refer to the Council of the Village of Perdue;

“**DESIGNATED OFFICER**” shall mean the person authorized to enter a private dwelling for maintaining, repairing or replacing town-owned meters;

“**DWELLING UNIT**” shall be as defined in the Village of Perdue Official Community Plan and/or Zoning Bylaw;

“**MUNICIPALITY**” shall refer to the Village of Perdue;

“**PROPERTY**” shall mean a parcel of land located within the boundaries of the Village of Perdue and on which a building or buildings (commercial or residential) may or may not be situated, whether such buildings are occupied or unoccupied.

PART III – PURPOSE

3. The purpose of this Bylaw is to set out management policies with respect to utilities within the boundaries of the Village of Perdue by identifying requirements, expectations, deposits, maintenance responsibilities and general services.

PART IV – REQUIREMENT TO CONNECT TO WATER AND SEWER

4. Any owners of property in the municipality whose land or any portion of whose land adjoins a street or lane along which a water or sewer main has been laid is required to connect the principal building(s) to the system of water and sewer mains constructed and owned by the Village. All occupied buildings must be connected to the appropriate utility lines and there is only one service (meter) allowed per property.
5. At the discretion of Council, a developer may be required to install all or a portion of the mainline to service development in instances where the water and/or sewer main has not already been installed in an adjoining street or lane.
6. Each dwelling unit to which water is supplied (including apartments, duplexes, semi-detached dwellings, condominiums and the like) must have an individual water meter to facilitate individual billing.
7. Each dwelling unit, as set out in this bylaw, must have a separate curb-stop to facilitate water disconnection for vacancy or non-payment. In instances where existing buildings do not have individual curb-stops for each unit, the owner will be required to install same at his/her own expense or must agree to have the entire water billing rendered in his/her name.
8. All connections made to the main water and sewer lines shall be subject to the approval of and inspection by the municipality.

PART V – APPLICATION TO RECEIVE WATER/SEWER UTILITY SERVICE

9. Persons who wish to take up residence in the municipality or operate a business from a building within the corporate limits of the municipality must be supplied with water from the municipal system and must also conform to the requirements contained in the Municipality's Bylaws relating to waste management. An application for utility service in a form as set out in Schedule 'A' to this Bylaw shall be made to the Village of Perdue prior to occupancy.
10. Each application by the owner or consumer shall be accompanied by:
 - a. the payment of a utility deposit as set in Schedule 'B' or as amended from time to time, and
 - b. the connection administration fee as set in Schedule 'B' or as amended from time to time.
11. The utility deposit set out in this Bylaw shall be refunded or applied to the final billing upon service being disconnected due to a change in ownership or vacating of the premises.
12. The cost of the new installation of water lines from the water main to the premises, including all valves, drains, and pavement recapping shall be borne by the property owner.
13. The cost of new sewer lines from the sewer main to the premises, including all pipes, connectors and pavement recapping shall be borne by the property owner.

PART VI – METER READINGS & BILLING PROCEDURES

14. Water meters shall be read (or if unable to access the premises, estimated) and billings issued quarterly. Such reading shall be completed by the 4th day of the following month and the billing to be issued not later than the 8th day of the following month.
15. In the event a meter is inaccessible for whatever reason, the designated officer shall leave a note indicating the need for a reading. If a reading cannot be obtained, an estimate will be used for billing purposes. The designated officer is required to ensure that all meters are read at least one time each calendar year by an employee of the Municipality other than the owner of the property.
16. Owners are welcome to provide readings on the understanding that such reading shall be done on the first day of the month and submitted by phone, email or in person to the Municipal Office by the second working day of the month.
17. Accounts shall be paid within a period of thirty (30) days from the billing date. Accounts showing arrears sixty (60) days following each billing date will be disconnected. If the water supply to a dwelling unit is disconnected for infringement of the provisions of the bylaw, the same shall not be reconnected until all penalties, fees, rates, charges and arrears have been paid.
18. In instances where the arrears relate to a rental property, a copy of the billing setting out the arrears shall be forwarded to the landlord – with a notation to this effect on the billing provided to the renter.

PART VII – GENERAL PROVISIONS

19. In instances where an emergency requires the temporary disconnection of water to a property, there will be no charge to the occupant.
20. During the winter months, to avoid the potential of broken water lines, unpaid utility amounts owed by consumer or the owner of the property may be added to the tax roll rather than proceeding with water disconnection. At any time during the year, the Council may, by resolution, (in accordance with section 369(1)(b) of the *Municipalities Act*) direct that unpaid utility amounts be added to the tax roll.

21. The Council may, by resolution, (in accordance with section 369(1)(b) of the *Municipalities Act*) direct that unpaid utility amounts accumulated by a renter be added to the tax roll of the property owner at any time during the year, provided every attempt has been made to collect said amounts from the renter. The Municipal Office will, upon becoming aware of a rental property, provide the Landlord with a copy of this bylaw. Landlords will be encouraged to leave the utility billing in their name as property owner in order to ensure they have control over the payment of the utility billing.
22. The Village Operator shall be the designated officer with respect to repair, replacement or maintenance of village - owned meters. The Municipality will be responsible for the meter, seals and connectors for the meter but not for any plumbing that may be required in replacement of a meter.
23. It is the responsibility of the property owner to ensure that the curb stop (cc) and water meter are accessible at all times. If damage is done to lawns, gardens, driveways, sidewalks or premises in locating the curb stop or water meter, it remains the responsibility of the owner to ensure repairs are made to the owner's property.

PART VIII – RESTRICTIONS

24. The municipality shall have the right, by resolution of Council, to limit the amount of water furnished to consumers should circumstances warrant such action. No person shall turn on water to any premises or open any valve on Village property, except under the authority of the municipality.
25. No person shall make any connection whatsoever with any of the public or private pipes or mains, except under the authority of the municipality.
26. No person, except the designated officer or members of the Fire Department in the course of their duties, shall open, close, or interfere with any hydrant, gate or valve connection, nor in any way interfere with any stop-cock, pipe or other waterworks appliance between the meter, when there is no stop-cock immediately about such meter, or between such stop-cock where it is installed above the meter, and the water main, nor with any water meter.
27. No extension of water or sewer mains shall be constructed unless such construction is authorized by the Council of the Village of Perdue.
28. No person shall discharge into any drain, sewer or sewage system operated by the municipality any harmful matter, substance or thing, whether liquid or solid, that would be injurious to health, life or property, or that would injure, pollute, or damage any stream, watercourse, drain, sewer, sewage system or sewage treatment plant.
29. No person shall drain run off water directly into the sanitary sewer system.
30. As per Section 30 of The Municipalities Act, any person who causes any loss, damage or injury to any public utility service provided by a municipality or to any property used in providing the public utility service, whether owned by the municipality or not, is liable to the owner for that loss, damage or injury.

PART IX – MAINTENANCE

31. The Public Works Department will repair or replace water meters where necessary due to normal wear, at no charge to the consumer. However, where repair or replacement of water meters is necessary due to physical damage to the meter caused by the consumer's negligence, a new meter will be installed by the Village, and the consumer will be charged the cost of the meter plus the cost of the labour to do the work. This charge will be added to the consumer's account and collected as provided by this Bylaw.
32. For the purpose of making repairs to the mains or of connecting or repairing service pipes or constructing extensions or new work, or for any other work, the Village shall have the right to shut off the water from any customer without notice, and to keep it shut off as long as may be necessary to enable the work to be completed. Whenever feasible, the customer shall be notified in advance.

- 33. The Village shall have the right to limit the amount of water furnished to any customer, upon reasonable notice to the customer of such intended action.
- 34. The Village shall have the right by resolution to regulate the use of water for fountains, jets, hoses, sprinklers, or to limit the hours for using same.
- 35. It is the responsibility of the property owner to maintain and or repair the water lines from their meter to the curb stop. The Village is responsible for the curb stop and meter, unless damage it is due to negligence. The property owner is responsible for all water pipes running inside and outside of their building or home.
- 36. The Village will be responsible for the costs to have the sewer mains cleaned, but it is the property owner's responsibility to pay the costs of cleaning or unplugging from their sewer connection (cleanout) to the sewer main. It may be requested to have both the Village Foreman and a Plumber present to decide the blockage location. The owner is responsible for any breakages or collapses of sewer lines and connectors from their cleanout to the sewer main.

37. PART X – WASTE DISPOSAL

- 38. All properties shall participate in the Waste/Recycling Collection system provided by the Municipality, whether it be the Municipality's staff or a contractor.
- 39. All residences shall be provided with one residential waste and recycling cart. Any damage occurring to the cart shall be charged to the owner in accordance with the General Conditions of the Contract with Loraas Disposal, a copy of which is attached as Schedule 'C'.
- 40. All residential waste and recycling collection shall occur on an alternating weekly basis.
- 41. All business properties shall be responsible for their own larger garbage and or recycling receptacles on their property.
- 42. Annual fees shall be reviewed by Council and shall reflect any increase in fees set by the contractor to ensure that the Municipality recovers the cost of any contracted service.
- 43. Fees shall be based on the amounts set out in Schedule "B" attached and shall be included in the quarterly Utility Billing.

PART XI – PENALTIES

- 44. An owner of a parcel who contravenes any of the provisions of this bylaw shall be guilty of an offence upon summary conviction, subject to the provisions of the General Penalty of the Village of Perdue.

PART XII - COMING INTO FORCE AND EFFECT

- 45. This bylaw shall come into force upon adoption by Council.

(Seal)

Mayor

Administrator

Certified true copy of a
bylaw passed by resolution
of Council on the 16th day of
March, 2021.

(Seal)

Administrator

**Bylaw 2021-1
Village of Perdue**

Schedule 'A' to Bylaw 2021-1

VILLAGE OF PERDUE

APPLICATION FOR UTILITY SERVICES

- Water Connection
 Sanitary Sewer Removal Service

Name of Applicant:	
Civic Address:	
Mailing Address:	Box # _____ Community _____ Postal Code _____
Phone Number:	Residence: _____ Alternate: _____
Email Address:	
Purpose:	<input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial
Amount of Water Meter Deposit:	\$ _____
Connection required date:	
WATER CONNECTION FEE	\$ _____
SEWER CONNECTION FEE	\$ _____

I hereby apply for water and sewer utility service to be provided by the Village of Perdue. I acknowledge and agree that service shall be provided in accordance with the terms and conditions set forth in the Utility Rates Bylaw and Utility Services Management Bylaw, and such other Bylaws and Resolutions as may be passed by Village Council from time to time. I further agree to abide by the terms and conditions of each such bylaw and resolution.

Dated this _____ day of _____, 20_____. Time _____ AM/PM

X _____
Signature of Applicant

X _____
Witness

OFFICE USE ONLY:

Billing Order #	
Receipt #	

Village of Perdue
Box 190
Perdue, SK
S0K 3C0
Office: 306-237-4337
Fax: 306-237-4874
Email: villageofperdue@sasktel.net

Bylaw 2021-1
Village of Perdue

Schedule 'C' to Bylaw 2021-1

GENERAL CONDITIONS

1. All Equipment is and shall remain the property of the Company. Customer shall keep the Equipment free and clear of all liens, claims and encumbrances and shall not modify the Equipment or use it for any purpose other than set out herein.
2. Customer shall use the Equipment only for the disposal of its non-hazardous solid waste or recyclable materials and agrees that if it places waste which is liquid, radioactive, reactive, toxic, ignitable, corrosive, pathological, acidic, or waste which is otherwise listed as a hazardous or toxic substance (as defined by Municipal, Provincial or Federal laws or regulations) in the Equipment, (a) it shall indemnify Company for any and all damages, losses, or claims, including legal fees, which may be incurred by the Company and (b) that title to any such waste shall not pass to Company but shall remain with Customer. Customer shall not place in the Equipment any waste which requires special handling and/or requires extraordinary disposal procedures, including but not limited to items such as trees, brush, demolition or construction waste, white goods and foam products.
3. Customer grants to the Company the right to compete with any bona fide offer which Customer receives or intends to make relating to the provision of non-hazardous solid waste disposal and recycling services for the period after the termination of this Agreement. Customer shall notify Company forthwith in writing if Customer receives or intends to make any such bona fide offer, disclosing to Company all of the terms and conditions thereof. Customer shall not accept or make such offer for the period of fourteen (14) days after such notification. If Company submits an offer during the fourteen (14) day period after notification, Customer shall consider the Company's offer but is not bound to accept it. Nothing stated in this clause shall be interpreted as relieving the Customer of its obligation to comply strictly with the provisions of this Agreement until such time as this Agreement has been terminated in accordance with its terms.
4. Neither party shall terminate or otherwise cancel this Agreement except as provided herein. In the event that Customer terminates this Agreement other than as set out herein, Customer shall pay Company all past due sums and in addition as liquidated damages and not as a penalty, an amount equal to the average monthly charge over the past six months before termination, multiplied by the remaining months of the original term or renewal of the Agreement then in effect.
5. This Agreement shall be binding on the parties for a period of three (3) years from the first delivery date, and shall continue and automatically renew for successive three (3) year periods on the same terms and conditions set out herein, provided that either party may terminate this Agreement, effective the last day of the period then in force by giving written notice of termination to the other party not less than ninety (90) days, but not more than one hundred eighty (180) days, prior to the end of the period then in force. During the term of the Agreement, Customer shall solely and exclusively use Company's Equipment and Service for the disposal of all of its non-hazardous solid waste and recyclable materials. Customer shall not remove or permit the removal of the Equipment by any person other than Company either during the term or following the termination of this Agreement without prior written consent from the Company.
6. If the Customer defaults under the terms hereof, or becomes insolvent or bankrupt, then the Company, at its option, may terminate this Agreement without notice, and take possession of the Equipment and seek other remedies as are available to the Company hereunder or by law. Customer agrees to reimburse Company for all cost incurred in enforcing this Agreement including all reasonable legal costs before such default shall be considered remedied.
7. If Customer no longer requires the service by reason of discontinuation of Customer's business, Customer may terminate this Agreement by thirty (30) days prior written notice given to Company provided that the Customer immediately pays all amounts then due to Company.
8. Customer acknowledges that (a) it shall be liable for all taxes, fees or other charges imposed upon the Service or disposal of Customer's waste materials by Municipal, Provincial or Federal laws or regulations; (b) rates specified on the reverse hereof are based on existing waste composition (average weight of 50 kilograms per cubic yard), landfill locations, landfill charges, fuel and insurance costs and that any increase in these expenses to the Company, however caused, shall result in an automatic increase in rates; (c) the Company shall have the right to adjust the rates annually to reflect the estimated increase in the Consumer Price Index as published by Statistics Canada; and (d) subject to Customer agreement Company shall have the right within fourteen (14) days of notice by the Company to increase rates for reasons other than those outlined above.
9. This Agreement may be amended only by agreement in writing between Customer and the Company. This Agreement is the sole statement of the terms and conditions in effect between Customer and Company. No purchase order, invoice or other form used in connection with the Service provided hereunder shall amend or modify the terms and conditions of this Agreement notwithstanding anything purporting to do so in such document and notwithstanding the date of execution of such document except with the written consent of Company.
10. This Agreement remains in full force and effect notwithstanding changes to the schedule of Service, Equipment size, method of haulage, or any change in the charges.
11. Customer shall provide a suitable site for the Equipment and hereby guarantee the Company the right of access to the Equipment at all reasonable times in order to provide the Service or inspect the Equipment. Customer further represents and warrants that such access is fully capable of supporting the Equipment and Company vehicles and agrees the Company shall not be responsible in contract or in tort for any damage by the same to any driving or other surface or from any sub-surface disturbance or damage.
12. Customer shall take any and all action required to prevent third party access to the Equipment including, but not limited to, locking the Equipment shut at all times other than when Customer is depositing materials into the Equipment.
13. Customer shall indemnify the Company for any and all losses, damages, claims or sums of money, including legal fees, incurred by the Company relating to (a) loss of or damage to the Equipment or other property of the Company; (b) injury to or death of any person(s), resulting from the placement, location, removal, use, operation or possession by Customer of the Equipment; (c) the depositing of any material and the removal or attempted removal thereof in or from the Equipment; (d) the unauthorized access to the Equipment by third parties; or (e) Customer breach on this Agreement. The Customer shall not overload, move or alter the Equipment and shall use the Equipment only for its intended purpose.
14. Company shall not be liable for failure to perform its obligations herein if such failure is due to matters beyond its reasonable control including without limitation, compliance with any Federal, Provincial or Municipal law, bylaw, order, rule or regulation, riots, fires, acts of God, strikes, work stoppages or delays, or the inability to obtain materials, labour, equipment or transportation, or the denial or loss of right to deposit the waste of Customer at the local landfill site(s).
15. Customer agrees to bear the cost of replacement or repair of the Equipment resulting from improper handling or abuse by Customer's employees or agents or the use of the Equipment for the purposes other than for which it is designed including castors and/or other accessories such as paint and decals and any damages resulting from fire, theft, or acts of vandalism however caused.
16. Customer shall pay all charges (including fee increases) and interest on a monthly basis within thirty (30) days from date of invoice. Interest on all overdue payments shall accrue at a rate of 2% per month (24% per annum). Company may suspend Service to Customer if payment is late without prejudice to any of the Company's other rights and suspension of Service due to non-payment shall not constitute termination of this Agreement by the Company.
17. This Agreement shall ensure to the benefit of and be binding upon parties hereto and their respective heirs, executors, administrators, successors and assigns, except that the Customer shall not assign the Agreement without prior written consent of the Company.
18. If any provision in this Agreement is in conflict with any applicable statute or rule of law, that provision shall be deemed to be void to the extent that it may conflict therewith, but without invalidating the remaining provision hereof.
19. The trademarks, logos and service marks used on the Equipment and in the provision of the Service, including but not limited to "Lorass Disposal Services Ltd." are registered or unregistered trademarks of the Company and others. Nothing contained herein, nor through the provision of the Service shall be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademark without the express written permission of the Company or such third party that may own the trademark. A misuse of any trademark is strictly prohibited.
20. The Company's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. The terms and conditions contained herein are subject to change without notice.