

Natural SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1192-09

A BYLAW OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE SETTING AND COLLECTION OF NATURAL GAS RATES, FEES AND CHARGES.

PURSUANT TO provisions of the *Municipal Government Act*, Chapter M-26, 2000 and amendments thereto:

WHEREAS, the Smoky Lake County operates a gas supply and distribution system; and

WHEREAS, the owner of a parcel of land is responsible for the construction, maintenance and repair of a service connection of a municipal public utility located above, on or underneath the parcel; and

WHEREAS, there are substantial costs involved in the operation and maintenance of the aforementioned services; and

WHEREAS, it is the intention of the County Council that wherever possible, the cost of providing the service be paid for by the user;

NOW THEREFORE, the Council of Smoky Lake County, in the Province of Alberta, duly assembled, and pursuant to the authority conferred upon it by the *Municipal Government Act*, RSA 2000, Chapter M-26, as amended, does hereby enacts as follows:

SECTION 1: NAME OF THIS BYLAW

1.1 This Bylaw may be cited as the "Natural Gas Bylaw".

SECTION 2: APPLICATION FOR SERVICE

2.1 An application for service shall be made prior to service connection and completing **Schedule "A": Natural Gas Installation and Service Agreement**. **Note:** Schedule "A" does not form part of this bylaw and shall be as set out as an exhibit in **Policy 09-1192-09E: Natural Gas Bylaw** or as set forth in any other such policy as shall be determined from time to time by Council.

2.2 All users of gas service must allow the Smoky Lake County's authorized agent the right to enter the owner's property at periodic intervals to inspect and the meter, valves or other related natural gas infrastructure.

2.3 All service applications shall be made in the name of the Owner of the Property. In the event of the property being occupied by a renter other than the owner, a copy of the Utility Bill, at the request of the owner, shall be mailed to the renter, upon signing of a rental agreement. The account, however, shall remain the responsibility of the property owner.

2.4 It shall be the responsibility of the Owner or Occupant of the property to ensure that employees of the county or its duly authorized agents have safe access to the meter, valves or other related natural gas infrastructure.

2.5 A service application fee shall be charged each time there is a change in the ownership of the property, and at the request of the owner, when the owner wishes to attach the name of a tenant to the account or change the name of the tenants.

SECTION 3: FEE FOR SERVICE

- 3.1 A charge shall be made against the owners of all properties which are served by the Utility Services for the supply and distribution of Natural Gas where applicable, *as per **Schedule "B": Fees and Charges***. Schedule "B" Does not form part of this Bylaw and shall be as set out as an exhibit in **Policy 09-1192-09E: Natural Gas Bylaw** or as set forth in any other such policy as shall be determined from time to time by Council.
- 3.2 The County may make the owner responsible for the cost of repair of the portion of the service connection from the main line of the system to the gas meter if any damages to that part of the system were caused by the negligence of the owner or renter.
- 3.3 Any repairs to gas infrastructure downstream of the County's meter (e.g., within the owner's premises) will be done at the owner's expense *as per **Schedule "B": Fees and Charges***. Schedule "B" Does not form part of this Bylaw and shall be as set out as an exhibit in **Policy 09-1192-09E: Natural Gas Bylaw** or as set forth in any other such policy as shall be determined from time to time by Council.
- 3.4 Monthly, the Smoky Lake County shall mail each owner of land where Natural Gas services are supplied a statement of natural gas services used during the previous month at a rate set by council.
- 3.5 The statement shall name a day and the place when and where such charges are to be payable.
- 3.6 The rates hereby imposed shall be payable monthly by the owner or his designate or Agent on or before the due date which shall be set out on the notice mailed to the owner each month.
- 3.7 The County's record of the mailing of such notice shall be sufficient evidence that the notice was sent to the last known address of the person to be charged. The failure to receive such notice does not relieve the person to be charged, from the penalties hereby imposed.

SECTION 4: PAYMENT OF ACCOUNTS

- 4.1 The Natural Gas Bills shall be deemed overdue and subject to a penalty if unpaid beyond one month after the last day of the month for which the billed-gas was consumed.
- 4.2 Accounts shall be considered paid if payment is received at the County Office at time of opening on the first working day following the last day of the month. (Note: some banking institutions require up to three days to forward payments.)
- 4.3 In the event a Natural Gas Bill remains unpaid at the end of 90 days from the last day of the month for which the billed-gas was consumed, the County shall have the right to disconnect the natural gas supply to the property to which the rates were charged.
 - 4.3.1 Service shall not be restored until the full amount of the bill, current and arrears, plus a reconnection charge is paid.
 - 4.3.2 Disconnection for non-payment of utilities shall be performed between the hours of 8:00 a.m. and 4:00 p.m. - Monday through Friday, excluding holidays.
 - 4.3.3 Reconnection will only be performed during normal working hours 8:00 a.m. to 4:00 p.m. - Monday through Friday, excluding holidays.
 - 4.3.4 If reconnection is required after hours, the full amount of the account shall be paid, plus an extra charge shall be charged and paid, prior to reconnection, to cover the overtime costs which shall apply. This payment shall be paid, in cash, to the County's "on call" employee or agent prior to the service being reconnected.
- 4.4 In default of payment of the said rates, after the day named, the Smoky Lake County shall have the right to enforce payment of the said rates in arrears by transfer of the municipal Utility service to the owner's property tax account.

- 4.5 If the serviced lands lie within the boundaries of another municipality, and if the gas account on said lands falls into arrears or default, the County may, at its discretion, seek a Court Judgment in claim of such arrears. Further, upon receiving a Judgment in its favour in these regards, the County may then file a Writ on the title of the serviced lands and/or any and all lands owned by the owner or customer to obtain payment for gas service arrears.
- 4.6 In the event of a payment, either by cheque or direct deposit, being returned for insufficient funds, a charge of TWENTY FIVE DOLLARS (\$25.00) shall be added to the account and the payment shall be charged back to the account. The account shall then be treated as if it has remained in the arrears and shall be treated as an arrears account.

SECTION 5: CONNECTION OF SERVICE

- 5.1 No person other than an employee of the County or its duty authorized agent shall turn off or turn on the natural gas supply from the County's supply system to the owner's premises or attempt to do so. To contravene this section of this bylaw subjects the offending party to a fine as per **Schedule "B" Fees and Charges** and does not form part of this Bylaw and shall be as set out as an exhibit in **Policy 09-1192-09E: Natural Gas Bylaw** or as set forth in any other such policy as shall be determined from time to time by Council.
- 5.2 The cost of connecting an owner's natural gas service with the County's natural gas mains on the property shall be as per **Schedule "B" Fees and Charges** and does not form part of this Bylaw and shall be as set out as an exhibit in **Policy 09-1192-09E: Natural Gas Bylaw** or as set forth in any other such policy as shall be determined from time to time by Council.

SECTION 6: DISCRETION

- 6.1 Discretionary power shall be awarded to the County's Chief Administrative Officer to be exercised in unique or special circumstances.

SECTION 7: EFFECTIVE DATE OF BYLAW

- 7.1 This Bylaw shall take effect on the day of the Third and Final Reading.

READ FIRST TIME THIS 17th DAY OF September, 2009.

READ A SECOND TIME THIS 17th DAY OF September, 2009.

READ A THIRD TIME AND FINAL PASSED THIS 17th DAY OF September, 2009.

REEVE

S E A L

CHIEF ADMINISTRATIVE OFFICER



SCHEDULE "A"

Natural Gas Installation and Service Agreement

THIS AGREEMENT made effective the _____ day of _____, 20____
BETWEEN:

SMOKY LAKE COUNTY
(hereinafter called the "County")

OF THE FIRST PART

- and -

of _____
Telephone: Res: _____ Business: _____ Cellular: _____
(hereinafter referred to as "the Owner" as shown on the tax roll)

OF THE SECOND PART

of _____
Telephone: Res: _____ Business: _____ Cellular: _____
(hereinafter called "the Renter")

OF THE THIRD PART

(The Renter shall hereinafter be referred to as the "Customer")
(If no Renter is included as a party to this agreement, the owner shall be referred to as the "Customer")

WHEREAS the County intends to acquire or has acquired a supply of natural gas and intends to construct a natural gas distribution system:

AND WHEREAS the Customer requires a supply of natural gas;

AND WHEREAS the Owner agrees to have the County supply natural gas to the Customer;

AND THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION of the premises, covenants, agreements and the fees to be paid hereunder, the Parties covenant and agree to the conditions as follows and the additional conditions as set within this agreement:

1. That the said natural gas service will be supplied to lands legally described as:

(hereinafter referred to as the "the Lands")
2. **FEE:**
 - 2.1 The Customer agrees to contribute \$_____ + GST toward the cost of the County's natural gas distribution system or such other amount as may be determined by the County from time to time.
 - 2.2 The Customer agrees to also pay a service charge of \$_____ + GST a month or such other amount as may be determined by the County from time to time. The first service charge payment shall be made within three (3) months of the date that the natural gas is made available to the Customer.
 - 2.3 The Customer agrees to also pay for all natural gas supplied to the Lands and that the amount charged by the County for natural gas shall be such rate as may be determined by the County from time to time.
3. **CONDITIONS:**
 - 3.1 The Customer and Owner agree that if the Customer vacates the Lands with outstanding obligations or liabilities to the County then the County shall be entitled to discontinue the gas service to the Lands until such outstanding obligations or liabilities have been fulfilled.
 - 3.2 If the County discontinues the gas service under Section 3(1) then the County shall continue to charge, and the Customer and Owner shall be obligated to pay, the monthly service charge and interest.
 - 3.3 If the County discontinues the gas service under Section 3(1) and the County is later requested to restore the gas service, then the Customer or the Owner shall be required to pay reconnection fee of \$_____ + GST or such other amount as is determined by the County from time to time, prior to the restoration of the gas service.
4. If the owner's land that is to be serviced by Smoky Lake County Natural Gas lies within the boundaries, of another municipality, the owner hereby charges the lands as security for payment to the County of all amounts owing by the owner/customer with regards to the supply of natural gas to the lands. The County shall not be required to postpone its charge in favour of any subsequent mortgagee and in the event arrears arise with regards to natural gas supplied to the lands, the County shall provide notice to the holder of any mortgage registered at Alberta Land Titles on the lands.

- 5. If the owner's land that is to be serviced by Smoky Lake County Natural Gas does not lie within the boundaries, of another municipality, then the foregoing section (4) goes not apply to the owner.
- 6. The addresses of the parties hereto, to which all communications, notices or bills shall be addressed or served and to which all payment shall be made are as follows:

Smoky Lake County, Box 310, Smoky Lake, Alberta T0A 3C0

And for the Customer:

_____.

And for the Owner:

_____.

ADDITIONAL CONDITIONS: *(These additional conditions form an integral part of the agreement.)*

- 1. That the County will sell and deliver, so far as is practical for the County to do so, and the Customer will purchase from the County, the Customer's entire needs for natural gas.
- 2. The Customer and the Owner acknowledge that they have each received a copy of the County's Rules and Regulations with respect to natural gas service. The said Rules and Regulations are hereby incorporated into and form part of this agreement. The customer and the Owner agree that the said Rules and Regulations may be added to, altered or amended by the County from time to time and shall become binding upon each of them upon publication of such addition, alteration or amendment in a local newspaper, or upon a copy thereof being delivered to the Customer and the Owner or mailed to each of them by regular mail at their respective addresses as shown in this Agreement or any change thereto.
- 3. The Owner by hereby signing this agreement shall grant to the County, without any cost to the County, an easement and right-of-way to come upon the Lands to survey, measure, dig and to construct and maintain all necessary piping, meters and equipment to enable the County to deliver natural gas to the Customer or other customers of the County and without restricting the generality of the foregoing, the Owner shall execute the County's standard form of easement or utility right-of-way agreement forthwith upon request of the County.
- 4. The Customer shall execute a consent form wherein he consents to all rights, powers and privileges given to the County under any easement or utility right-of-way agreement executed by the Owner under Section 3(a) of this agreement.
- 5. The Owner agrees that he and the Customer shall be jointly and severally liable for all of the liabilities and obligations of the Customer arising out of this Agreement and the Rules and Regulations, and without restricting the generality of the foregoing, the Owner agrees that if the Customer fails to carry out or fulfill his obligations under this agreement of the Rules and Regulations then the Owner will be absolutely and unconditionally responsible for the same.
- 6. The Customer agrees that he is not released from his obligations or liability to the County under this Agreement or the Rules and Regulations if the Owner is required to assume the same under Section 5.
- 7. This Agreement shall remain in full force and effect and be binding upon the Parties hereto, their respective heirs, successors and assigns, except as other wise provided in the Agreement or the Rules and Regulations.
- 8. The Customer agrees that he shall only be entitled to terminate this Agreement in accordance with the Rules and Regulations.
- 9. The Owner agrees that he shall only be entitled to terminate this Agreement in accordance with the Rules and Regulations and that in the event of such termination there will still be certain continuing obligations and covenants on his part to the County as set out in the Rules and Regulations.
- 10. The Customer and Owner acknowledge that the County may terminate this Agreement as provided in the Rules and Regulations.

Each party hereto may change its address by notice in writing served upon the other party.

IN WITNESS THEREOF the parties hereto have executed these presents effective the day and year first above written notwithstanding the actual date or dates of execution.

SIGNED, SEALED AND DELIVERED

SMOKY LAKE COUNTY

In the presence of:

PER: _____

Witness

Owner

Witness

Renter



Schedule "B"

Fees & Charges

<u>ITEM DESCRIPTION</u>	<u>COST</u>
Compressor	\$75.00 per day
Furnace Cleaning	\$55.00 per hour plus material cost
Gas Meter/ Re-connection	\$55.00
Installations: <ul style="list-style-type: none"> • Rural • Urban 	\$3,200.00 \$2,600.00
Natural Gas Washer/Dryer	Varies with model
Polyethylene Pipe/Wire	\$0.90 per meter
Renter's Deposit	\$300.00
Riser/Shutoff Material	\$55.00 per hour plus parts
Service Technician	\$55.00
Thermocouple Replacement	\$60.00
Trenchers	\$3.00 per meter or \$90.00 per hour
Over time Charge/ Minimum 3 hours	\$82.50/hr
Fine for tampering with County gas infrastructure	\$ 100.00
Repair underground gas lines	\$ 100.00 minimum or actual repair cost (whichever is the greater)