

**BYLAW 09-042  
OF  
LAC LA BICHE COUNTY**

---

A BYLAW OF THE MUNICIPALITY OF LAC LA BICHE COUNTY IN THE PROVINCE OF ALBERTA TO ADOPT NEW RULES AND REGULATIONS GOVERNING NATURAL GAS SYSTEM CUSTOMERS, APPLICATIONS AND CONTRACTS.

---

WHEREAS pursuant to Part 2, Divisions 1 and 3 of the Municipal Government Act RSA 2000, c. M 26, as amended (MGA) Council may regulate and provide for public utilities services;

AND WHEREAS the Council of Lac La Biche County deems it appropriate to provide for the operation of Lac La Biche County Natural Gas System by means of an approved set of standards, regulations and practices,

NOW THEREFORE under the authority and pursuant to the provisions of the said Municipal Act, and by virtue of all other enabling powers, the Council of Lac La Biche County, duly assembled, enacts as follows:

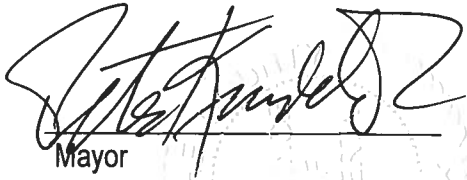
1. Schedule "A" – Lac La Biche County Natural Gas Distribution System, Natural Gas Service, Standards, Regulations and Practices, (the Regulations) which are attached hereto and form part of this Bylaw, shall govern and be applicable to all persons applying for or obtaining gas services from Lac La Biche County.
2. The County shall charge those rates and charges for services set out in Schedule "B" which is attached hereto and forms part of this Bylaw.
3. The County shall charge those rates for natural gas set out in Schedule "C" which is attached hereto and forms part of this Bylaw.
4. The standards, regulations and practices so attached will come into effect on upon passage of this Bylaw and will remain in force until amended by Bylaw.
5. Bylaw 1034/93, and the rules and regulations adopted thereunder, shall be rescinded and repealed upon the passage of this Bylaw.
6. This bylaw shall come into effect upon passing of the third reading.


**MOTION BY COUNCILLOR LANE THAT BYLAW 09-042 BE GIVEN FIRST READING THIS 10<sup>TH</sup> DAY OF NOVEMBER, 2009.**

**MOTION BY COUNCILLOR COUTNEY THAT BYLAW 09-042 BE GIVEN SECOND READING THIS 10<sup>TH</sup> DAY OF NOVEMBER, 2009.**

**MOTION BY COUNCILLOR QUIST THAT BYLAW 09-042 BE SUBMITTED FOR THIRD AND FINAL READING THIS 10<sup>TH</sup> DAY OF NOVEMBER, 2009.**

**MOTION BY COUNCILLOR STROMQUIST THAT BYLAW 09-042 BE GIVEN THIRD READING THIS 10<sup>TH</sup> DAY OF NOVEMBER, 2009.**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer

## SCHEDULE A

### LAC LA BICHE COUNTY NATURAL GAS DISTRIBUTION SYSTEM NATURAL GAS SERVICE STANDARDS, REGULATIONS AND PRACTICES

Governing and forming part of all applications and contracts for natural gas service

#### 1. DEFINITIONS

The following words or terms used in these Regulations, and the attached Schedule "B" and "C" shall, unless the context otherwise requires, have the following meanings:

- (a) **"Consumer"** means a person, including a firm, partnership, corporation, society or organization who or which purchases natural gas service from the County.
- (b) **"Consumers Premises"** means the premises at which the County supplies natural gas service to the Consumer.
- (c) **"Delivery Point"** means, unless otherwise specified in a contract for natural gas service, the outlet side of a natural gas meter.
- (d) **"Load"** means the amount of natural gas delivered or required at any specific point or points in a system.
- (e) **"County"** means Lac La Biche County, the Municipal Council of the Lac La Biche County, or the Lac La Biche County Natural Gas Distribution System, or any agent, or representative thereof, as the context may require.

#### 2. CONTRACT FOR SERVICE

(a) Application for Service

Each applicant for natural gas service may be required to sign an application or contract for service, and to supply information respecting Load, the manner in which natural gas will be utilized and credit references. A Consumer who has accepted natural gas service from the County for two or more consecutive months is deemed to have entered a contract for natural gas service with the County.

(b) Life of Contract

A contract for natural gas service shall remain in full force and effect until terminated as provided in these Regulations.

(c) Termination or Discontinuance of Use

If the Consumer intends to move from the premises and to discontinue the use of gas, or in any way attempt to terminate his liability under these Regulations, the Consumer shall give the County notice of such intention. If the Consumer moves from the premises without giving notice, the Consumer shall be liable to the County for all minimum charges, all gas registered through the meter and for any loss or damage that may be sustained by the County until such notice is given, or until the County discontinues supply under Section 12 of these Regulations, whichever comes first.

(d) Limitation of Contract

The Consumer shall not use or permit the use of gas supplied in any place other than as specified in the application or as provided for in a contract for natural gas service, without the express consent of the County.

(e) Assignment of Contract

A contract for natural gas service is not assignable by the Consumer. The Consumer cannot relieve himself of responsibility under such contract except as provided in Section 2 (b) and 2 (c) of these Regulations.

(f) Variation of Contract

No agent, representative or employee of the Lac La Biche County has authority to make any promise, agreement or representation not incorporated in these Regulations or in a contract for natural gas service. Any such promise, agreement or representation shall not bind the County.

**3. METERS**

(a) Measurement

The County shall install on the Consumer's premises, at a point to be selected by the County, such meter(s) and regulator(s) as the County deems necessary for measuring the natural gas used by the Consumer. The meter(s) and regulator(s) shall be and remain the property of the County.

(b) Meter Relocation

The County shall charge the Consumer the actual cost for moving a meter from one location to another, if such a move is at the request of the Consumer. (See Schedule of Charges)

(c) Verification and Testing of Meters

In the event that the Consumer applies for the testing of a meter, the Consumer shall accompany his/her application with a deposit in the amount as set out in the Schedule of Charges approved by the County. If it is found by such testing that the meter is recording within the allowable tolerance, the previous readings shall be considered correct and the Consumer shall forfeit his/her deposit to the County to cover the cost to the County of the removal and replacement of the meter for the purpose of making the test.

If upon testing the metering error is found to be in excess of the tolerance allowable, the meter will be replaced or repaired at the cost to the County, and the deposit will be returned, and the Consumer billing shall be adjusted by the appropriate amount for the time during which the meter was registering incorrectly, or where such time cannot be determined with reasonable accuracy, the billing correction shall be made for a period of not more than three (3) months immediately preceding the date of the application.

**4. DELIVERY POINT**

The meter shall be the point of delivery for all gas delivered by the County for use by the Consumer. All expense, risk and liability arising out of, or in connection with utilization of the gas, or after delivery at the Consumer's side of the meter shall be assumed and borne exclusively by the Consumer.

**5. ACCOUNTS AND BILLING**

(a) Accounts

Meters may be read monthly or at such other intervals that the County may elect, and bills shall be rendered monthly. Bills are due, and the Consumer shall pay the same within thirty (30) days of the billing date. The County's record of the date of the mailing or delivery of bills shall be presumptive evidence of the delivery.

(b) Overdue Accounts

Any amount owing for service in a billing period and not paid by the due date shown on the bill shall be subject to a late payment charge in accordance with the Schedule of Rates as approved by the County.

The County may discontinue service to the Consumer if the bill remains unpaid after the due date. Notice to the Consumer of the County's intention to discontinue the supply of gas shall be in accordance with Section 12 of these Regulations.

(c) Estimated Readings

The County shall have the right to estimate the gas consumption and to render bills based on such estimates in the event the County is unable for any cause to obtain meter readings. Such estimating procedures may not be followed for more than three (3) consecutive months. (See Section 12 j)

(d) Dishonored Cheques

In addition to any late payment charge under Regulation 5 (b), a Consumer whose cheque is dishonored shall pay the charge as set out in the Schedule of Charges contained in Schedule "B" attached hereto.

**6. AGREEMENT TO USE GAS**

Any Consumer who has signed a natural gas service agreement shall commence using natural gas on the Consumer's premises within two (2) months of the date of installation of the service line and gas being available therein; or failing which, shall pay gas billings in accordance with the County's approved Schedule of Rates contained in Schedule "C" attached hereto.

**7. GUARANTEE DEPOSITS**

- (a) Consumers who are unable to establish a credit rating satisfactory to the County, or who have had their fees, rates or gas service disconnected because of non-payment of charges, are required to provide a guarantee of payment in the form of a cash deposit. The amount of the deposit shall be one-third (1/3) of the Consumer's estimated annual bill, but not in excess of the total of estimated billings to the Consumer for the three highest months' consumption.
- (b) No interest shall be payable on a guarantee deposit unless the County deposits the guarantee deposit in an interest bearing account, in which case, any interest earned shall form part of the guarantee deposit.
- (c) The County may apply all or any portion of a Consumer's guarantee deposit toward payment of any amount past due and owing by the Consumer, whereupon the County may require the Consumer to restore his/her guarantee deposit within a period of thirty days (30), failing which the Consumer shall be deemed to have neglected to pay his account when due.
- (d) A Consumer may make application to the County for refund of the guarantee deposit (inclusive of interest, if any) when the Consumer has established a satisfactory payment history, usually payment on time for eighteen (18) consecutive months, with the County.

- (e) Upon termination of natural gas service to a Consumer, the Consumer's guarantee deposit together with any interest that may have accrued thereon, less any amount then owing by the Consumer to the County shall be refunded.

## 8. **LOAD CHANGES**

- (a) Notice by Consumer

The Consumer shall give the County reasonable written notice of any change in his Load requirements in order to permit the County to determine whether or not the County can supply such a Load without changes to its equipment or system. Notwithstanding any other provision of these regulations, the County shall not be obligated to supply to any Consumer any Load in excess of that agreed to by the County.

- (b) Responsibility for Damages

The Consumer shall accept responsibility and pay for all damage caused to the County's facilities as a result of that Consumer changing his Load or service conditions without the permission of the County.

- (c) Changes to Facilities

If a change in a Consumers Load would require changes to the County's facilities, that Consumer may be required to pay the County's costs of such changes other than those costs which the County would have borne upon accepting an application to serve an increased Load in the first instance. In any event, that Consumer shall pay the County's capital costs, less depreciation, of existing facilities which would be removed as a result of such Load change, together with the estimated cost of removing the same from service, less the estimated salvage value thereof, if any.

## 9. **CUSTOMER RESPONSIBILITY AND LIABILITY**

- (a) Permit

Prior to the commencement of supply to a new, altered or relocated Delivery Point, the Consumer shall provide any permits or approvals required by legislation, and any other permit or consent required by the Bylaws of the County or other Municipality in which the point of delivery is situated, and shall maintain his/her natural gas piping and related equipment in accordance with any applicable legislation or bylaws.

(b) Customer to Indemnify and Hold Harmless

The Consumer shall indemnify and hold harmless the County from and against any claim or demand for injury to persons or damage to property arising out of in any way connected with piping, equipment or apparatus on the Consumer's side of the Delivery Point and the use made by the Consumer of gas supplied to him/her by the County.

(c) Responsibility for Negligence

The Consumer shall be responsible for and shall pay for any damage to the County's property upon the Consumer's premises caused by the negligence of the Consumer or of anyone permitted by him/her to be on his/her premises, and shall indemnify and save harmless the County from and against any claim or demand for injury to persons or damage to property arising out of or in any way connected with such damage to the County's property.

**10. SERVICE CONNECTIONS AND CHARGES**

The County shall install the gas service line from the property line to the meter. The service line shall be owned by the County, and shall be deemed part of the County's gas distribution system. A Consumer making application for natural gas service which requires installation of a service line or related facilities will be charged in accordance with the Schedules attached hereto, as may be amended by the County, from time to time.

The County shall maintain gas service lines free of direct cost to the Consumer, provided that the Consumer shall protect them and be liable for all damages due to improper care or negligence, as determined by the County. No connection to or disconnection from the County's gas distribution system shall be made except by County employees or by others authorized in writing by the County.

**11. RIGHTS OF WAY AND ACCESS TO PREMISES**

(a) Easements

A Consumer making application for natural gas service shall grant, or cause to be granted to the County without cost to the County such easements or rights-of-way in and upon the property owned or controlled by the Consumer applicant upon which the applicants residence or other building or installation requiring natural gas service is situated, as the County may reasonably require for its gas lines and other facilities required to serve the Consumer, including extensions thereof and other facilities necessary or incidental to the supply of service from such gas lines and extensions thereof.



(b) Right of Entry

The County shall have the right through its employees or agents to enter upon and have free access to the Consumer's premises at all reasonable times, or at times as directed by the Department of Consumer and Corporate Affairs Canada, or such other body as may from time to time be charged with the responsibility for installing, maintaining, and removing its facilities, exchanging, reading, inspecting, repairing, or removing metering devices and for all other purposes incident to the supply or discontinuance of natural gas service.

In the event that any of the County's equipment is situated within a Consumer's premises, the County may require that Consumer to provide to it a key for the purpose of gaining access to such equipment.

(c) Interference with County's Facilities

The Consumer shall not, without the express written consent of the County, erect, install or place, or cause to be erected, installed or placed, any structure or improvement other than landscaping excluding trees or bushes over any gas line or in such proximity thereto to interfere with the maintenance thereof. The County shall not be liable for any damage to any structure or structure erected, installed or placed in contravention of this Regulation resulting from the maintenance of such gas line or service line.

## 12. **DISCONTINUING SUPPLY**

The County reserves the right to terminate and cut off the supply of gas for any of the following reasons (without notice unless otherwise specified herein):

- (a) Temporary or permanent lack or failure of the supply of gas.
- (b) For non-payment of any indebtedness, in which case the County shall attempt to give the Consumer forty-eight (48) hours notice of its intention to discontinue the supply of gas.
- (c) The assignment in bankruptcy or insolvency of the Consumer.
- (d) The use by the Consumer of defective pipe, appliances or gas fittings, or the demand by the Consumer for the supplying of gas in such manner which in the County's opinion may be dangerous.
- (e) The use of gas contrary to these Regulations or any special contract made with the Consumer.
- (f) A misrepresentation in relation to the use of gas or the amount consumed.
- (g) The Consumer moving from the premises.

- (h) The termination of the contract for any reason whatsoever.
- (i) The discontinuance of the use of gas on the premises.
- (j) The inability of the County to gain admittance to the premises for a period exceeding three (3) consecutive months, in which case the County shall attempt to give the Consumer forty-eight (48) hours notice of its intention to discontinue the supply of gas.
- (k) For repairs or maintenance at any point in the system, in which case the County shall attempt to provide the Consumer with forty eight (48) hours notice, unless the County deems an emergency to exist.
- (l) The failure of the Consumer to make proper application for gas service.
- (m) Any safety related reason, as determined by the County.
- (n) Any emergency, as determined by the County.

### 13. **TERMINATION BY CONSUMER**

Unless precluded by contract from doing so, the Consumer may at any time give the County five (5) working days notice of termination of service. Upon receipt of such notice, the County shall, and if possible at such time as is requested by the Consumer, read the meter attached to the service, and that Consumer shall pay for all services supplied prior to such reading. In the event the County is unable to read the meter at such time, the charge for services supplied shall be based upon an estimated meter reading which will be prorated from the time of an actual meter reading.

### 14. **RECONNECT FEE**

Should the Consumer fail to comply with these Regulations, or at the request of the Consumer, gas service may be discontinued. However, the Consumer shall be charged a reconnect fee for each occasion on which gas is turned on again, in accordance with the Schedule attached hereto as Schedule "B". In the event the meter and regulator are removed and the Consumer orders a meter replaced on the same premises within one year, the County shall charge the Consumer a fee for resetting the meter and regulator in accordance with the said Schedule of Charges. Until such charges together with any other indebtedness of the Consumer to the County are paid, the County may refuse to restore natural gas service.

### 15. **COUNTY RESPONSIBILITY AND LIABILITY**

#### (a) Uninterrupted Service Not Guaranteed

The County will use reasonable efforts to maintain but does not guarantee uninterrupted service to its Consumers. The County shall have the right to interrupt service for the purpose of making repairs or improvements to its system, failures of gas supply,

emergency, or issues of safety. The County will, if practicable, use reasonable efforts to give prior notice to Consumers whose service will be interrupted, and in the event of interruption or failure, the County will attempt to restore service and supply with reasonable diligence, but the County cannot and does not guarantee uninterrupted service.

(b) Disclaimer of Loss

The County shall not be liable for any losses, damages, expenses, charges, cost or liabilities of any kind arising out of or in any way connected with any failure, defect, fluctuation or interruption in the supply of natural gas to its Consumers. For greater certainty and without restricting the generality thereof the County shall not be liable for any loss or damage of any kind, including loss or damage in the nature of physical or economic loss, inconvenience, mental anguish, loss of profits, loss of earning, or any other financial loss arising out of or in any way connected the supply of gas, or its interruption or cessation.

(c) Force Majeure

Should the County be rendered wholly or in part unable to supply natural gas due to force majeure, the County's obligations shall be suspended during the continuation of any such inability so caused, and such cause shall be remedied with all reasonable dispatch. The County shall, where practicable, give notice of the occurrence of force majeure to its affected Consumers.

**16. INFRINGEMENT OF REGULATIONS**

Any failure on the part of a Consumer to comply with these Regulations, or the terms of any contract, shall give the County the right to cancel any such contract, terminate service, disconnect the Consumer's premises from its lines and remove its property. The Consumer shall be given not less than forty-eight (48) hours written notice of the County's intention to take such action.

**17. RATES FOR SERVICE**

The rates to be charged for the various classes of natural gas service shall be as approved or fixed by the duly assembled Council of the County.

**18. GRATUITIES**

Employees of the County are, in connection with their employment, expressly forbidden to solicit or accept any gratuities.

**19. IMPORTANT NOTICE – LEAKAGE OF GAS**

The Consumer shall use due care to prevent any leakage of gas and in case of leakage shall immediately extinguish all flames, open all doors and windows so that the gas may escape into the air, shall not operate any electrical switches, motor or devices, and shall notify the County as quickly as possible. IN NO EVENT SHOULD THE CONSUMER ATTEMPT TO LOCATE THE GAS LEAKAGE BY USE OF A FLAME.

**20. AMENDMENTS TO REGULATIONS**

These Regulations may be added to, altered or amended by the County from time to time. Such amended Regulations shall become binding on the Consumer and the County after approval by the duly assembled Council of the County. Copies thereof will be available to Consumers, and it shall be the Consumers responsibility to keep themselves informed of such changes.

**SCHEDULE B**  
**SCHEDULE OF CHARGES**

The following charges apply to special services and circumstances as set out in the Standards, Regulations and Practices.

<b>Dishonored Payment Charge</b> (NSF cheque, etc.) per Occurrence	<u>\$25.00</u>
<b>Meter and Regulator Moving at Consumer Request</b> (Section 3b)	Rates charged for "Alteration of Gas Service or Mains"
<b>Temporary Disconnect</b> (for intermittent service)	\$50.00
<b>Reconnect Fee, per Occurrence</b> (if meter and regulator are still In place – Section 14)	\$50.00
<b>Reconnect Fee</b> (if meter and regulator are replaced within one Year – Section 14)	Rates charged for "Alteration of Gas Service or Mains"
<b>Verification and Testing of Meter</b> (if at Consumer's request – Deposit, Section 3c)	\$300.00

**Labour Rates**

The labour rates charged will be \$35.00/hour during regular working hours and \$52.50/hour during non-regular working hours, unless the County is required to pay higher labour rates to its employees or contractors, in which case the higher rates paid shall apply ("Labour Rates").

**New Services**

Calculation for all labour and services shall be at a cost. A 20% surcharge will be added to all materials and a 5% surcharge will be added to any work required to be sub-contracted out. The developer/owner is responsible for 100% of the "on site" gas line installation costs.

**Main Line Extensions**

Where main lines are required to be extended or upsized to provide Natural Gas to a development, the developer may enter into an endeavour to assist with the County. Such requests will require the approval of the Lac La Biche County Council.

### **Alterations of Gas Services or Mains**

When alterations are required to disconnect a gas service or to re-connect a gas service to a property the fee charged shall be the Labour Rates, materials at cost plus 20% and sub-contract at cost plus 5%. County owned equipment shall be billed at 90% of road builders' rates.

### **Damage to Main Line or Services**

Damages to equipment shall be billed as per those rates listed under Alterations of Gas Services or Mains.

### **Pilot Lights**

Fees charged for lighting pilot lights shall be based on Labour Rates with a minimum charge of one (1) hour Labour Rates to be applied.

### **Adding Charges to Tax Roll and Discontinuance of Services**

Any of the rates or charges provided for by this Bylaw, including those provided for by this or any other schedule of the Bylaw may be added to the taxes assessed against the land or premises to which the gas or other services have been supplied and Lac La Biche County may collect the said amounts in any of the ways provided for the collection of taxes, including the sale of the said property.

In addition to the methods outlined herein for the recovery of rates or charges, Lac La Biche County reserves the right to discontinue gas service to any property where any charges for services or work remain outstanding for a period of more than sixty (60) days.

**SCHEDULE C**  
**GAS RATES**

The Natural Gas rates to be charged for all Consumers shall be as follows:

- (a) The variable price to be charged for Natural Gas shall be based on the price the County pays for the purchase of Natural Gas plus a set markup price of \$1.50 per GJ.
- (b) The monthly fixed charge shall be set at \$20.00 for each riser.