**THE CORPORATION OF THE VILLAGE OF SOUTH RIVER**

**By-law #**

**Being a By-law of the Corporation of the Village of South River to enact rules and regulations for the installation, repair, maintenance and access to water meters and related appurtenances, including penalties for offences.**

**WHEREAS** the Council of The Village of South River wishes to

install water meters on all residential, industrial, commercial and institutional

establishments located within the Village of South River and those residences from Machar Township currently connected to municipal water service; and

**WHEREAS** Part 7 (Plumbing) of the Ontario Building Code, as amended, requires every

Municipality to regulate the connection of individual water services to a municipal

potable water works; and

**WHEREAS** the Council of The Village of South River deems it necessary to confirm

the mandatory use and installation of water meters in the Village of South River and those residences in Machar Township currently connected to the municipal water service; and

**WHEREAS** section 80.(1) of the Municipal Act, 2001 as amended, provides that a

Municipality may, at reasonable times, enter on land to which it supplies a public utility,

to inspect, install, repair, replace or alter a public utility meter; and

**WHEREAS** section 80. (3) of the Municipal Act, 2001 as amended, provides that if a

Customer discontinues the use of a public utility on land or a municipality lawfully

decides to cease supplying the public utility to land, the municipality may enter on the

land to shut off the supply of the public utility, or to remove any property of the

Municipality, or to determine whether the public utility has been or is being unlawfully

used; and

**WHEREAS** the Council of The Village of South River has awarded the

contract for the acquisition of new water meters to Master Meters under

Resolution No. 83-2012; and

**WHEREAS** section 391 of the Municipal Act, 2001 as amended, authorizes a

Municipality to pass by-laws imposing fees or charges for services or activities provided

or done by the municipality; now

**THEREFORE** the Council of The Village of South River hereby enacts as follows:

**1. DEFINITIONS**

In this By-law:

 1.1 **“Building”** shall mean a structure supplied with potable water by the

 Corporation;

 1.2 **“Consumer”** shall mean the owner or occupant of property which is

 serviced by, connected to, and takes water from the Corporation’s water

 system;

 1.3 **“Contractor”** shall mean a person, partnership, or corporation who has

 been retained to undertake the execution of work commissioned by the

 Village of South River to install and/or maintain water meters and other

 Appurtenances;

 1.4 **“Village”** shall mean The Corporation of the Village of South River;

 1.5 **“Developer”** shall mean the owner or company specifically named in a

 development agreement or in a subdivision agreement;

 1.6 **“Duplex”** shall mean a residential building, divided horizontally, containing two separate living units each served by an individual water service connection from the

 Village’s water works;

 1.7 **“External use of water”** shall mean the use of water for any purpose

 outside the walls of any building located at a municipal address;

 1.8 **“Inspector”** shall mean the Chief Building Official or Building Inspector

 of the Village and may also include the Public Works Chief Operator, the Fire Chief and Municipal By- Law Enforcement Officer or any Federal or Provincial inspector applicable to the situation;

 1.9 **“Meter”** shall mean the water meter, register and remote readout unit

 installed and owned by the Village to measure the quantity of water

 used by the consumer;

 1.10 **“Meter pit”** shall mean any exterior chamber or pit approved by the

 Village for the purpose of containing a water meter and related

 appurtenances;( our contract expresses an inside meter will be used but I didn’t know if there might be circumstances where this may have to be used)

 1.11 **“Multiple residential”** shall mean a single building containing three or

 more single family units, including apartment buildings, which is serviced

 by, connected to, and takes water from the Village’s water system;

 1.12 **“Operating Authority”** shall mean the operating authority

 contracted by the Council of The Village of South River to operate the South River Water Treatment Plant and works, as needed, in conjunction with the staff of the Village of South River to help identify problems in the South River Distribution System;

 1.13 **“Occupant”** shall include any lessee, tenant, owner, the agent of a

 lessee, tenant or owner, or any person in possession of premises;

 1.14 **“Owner”** shall include any person or any firm or corporation who is the

 registered owner of the property under consideration or any agent

 thereof, a person entitled to a limited estate in land, a trustee in whom

 land is vested, a committee of the estate of a mentally incompetent

 person, an executor, an administrator and a guardian;

 1.15 **“Potable water”** shall mean water that is fit for human consumption;

 1.16 **“Premises”** shall mean the property being supplied or to be supplied

 with municipal potable water;

 1.17 **“Private water service”** shall mean the pipes and fixtures used for the

 purpose of supplying any building with water from the Village’s

 water works that is located between the street line in front of or abutting

 the premises so supplied and the building on the premises;

 1.18 **“Remote read-out unit”** shall mean the device installed at a separate

 location from the water meter and used to provide electronic access to

 the register on the meter;

 1.**19 “Semi-Detached”** shall mean a residential building, divided vertically, containing two separate living units each served by a water service connection from the

 Village’s water works;

 1.20 **“Shut-off valve”** shall mean the valve on the Village’s water

 service connection owned and used by the Village to shut off or turn

 on the water supply from the Village’s water distribution system to a property;

 1.21 **“Water service connection”** shall mean the pipes and fixtures used for

 the purpose of supplying any premises in the Municipality with water

 from the Village’s water works that is located between the

 Village’s watermain in the street and the street property line

abutting the premises so supplied.

**2. WATER METER INSTALLATION, REPAIR, MAINTENANCE, RESPONSIBILITY AND ACCESS**

 2.1 All water supplied by the Village through a water service connected

 To the Municipal water service shall pass through a meter supplied by the

 Village for use upon such premises, and the water rate charged

 shall be that fixed from time to time by the Village of South River.

 2.2 All meters and related appurtenances shall be supplied and installed by

 persons authorized by the Village for that purpose.

 2.3 The Village’s cost of supplying, relocating and installing water

 meters and related appurtenances shall be recovered as follows:

 2.3.1 There is no charge for the meter or the meter installation for the

 owners of the Village of South River during the installation

 period of June 28th, 2012, to September 28th, 2012.

 2.3.2 For any other owners who have been connected to the

 Village of South River water service after September 28th, 2012, the cost of

 the meter and all costs associated with the installation of the meter shall be paid by the property owner requesting such water service as set out in

 Schedule “A” attached to and forming part of this by-law.

 2.3.3 If the meter is mechanically defective, the cost of repairs shall be

 paid by the Village, but if the meter is damaged by the

 carelessness or neglect of any person other than an employee or

 agent of the Village of South River, the owner of the premises shall pay to

 the Village the cost of making the necessary repair to such

 meter.

2.3.4 If a meter fails to register, the consumer will be charged a minimum

 consumption based upon the average consumption of the last three months or,

 if such data is unavailable, then the cost shall be pro-rated annually based on

 the previous year’s fee.

2.4All water passing through a meter will be charged for, whether used or wasted.

2.5The owner of premises to be supplied with water agrees to provide convenient and safe space, free of charge or rent, for the Village’s meter, pipes and other

 appliances on said premises, and further agrees that no one who is not a servant or

 agent of the Village of South River or otherwise lawfully entitled to do so, shall be permitted to remove, inspect or tamper with any of the Village’s said equipment.

 2.6 The owner of the premises to be supplied with water agrees to provide

 adequate heat in the premises to prevent frost damage to the meter.

2.6.1 The owner or occupant of premises shall provide ready and

 convenient access to the meter and appurtenances in said premises so that the

 meter may be examined, as needed, by persons authorized by the Village for

 that purpose.

 2.6.2 Where a meter cannot conveniently be placed inside a building, it

 shall be placed in a meter pit, the location and construction of which shall

 be confirmed with the owner or occupant of the premises and shall be

 constructed in a manner approved by the Village, the cost of which

 shall be paid by the consumer.

**2.7**  Upon written request from the consumer and payment of a

 deposit as set out in Schedule “A” of Water Prices and Time of Payment By-Law(By-law #26-2001, as amended), the Village will remove and test a meter. If the meter is found to register correctly or not to exceed a 3% discrepancy, the consumer’s deposit shall be forfeited towards the cost of the test and any additional expense incurred in

 removing, testing and reinstalling the meter shall be paid for in full by the

 consumer requesting such test, plus the consumption undercharged of

 the previous three (3) billings based on the water rate prior to the

 testing.

 2.7.1 If a meter, when tested, is found to register in excess of a 3%

 discrepancy in favour of the consumer, a refund will be made to the

 consumer of an amount equal to such excess percentage of the water

 rates paid for the previous three (3) billings prior to the testing, plus the

 consumer’s deposit for the test; provided, however, that no reduction

 shall be made to reduce the water rate for the previous three (3) billings

 prior to the testing below the minimum water rate established by Council.

2.7.2No reduction shall be made as provided in Section 2.7 if the owner or occupant of

 the building has not complied with any provisions of this By-Law.

2.8One (1) meter shall be placed in each single family residential, multi-family

residential, commercial, industrial and institutional private water service that has a

single connection to the Village’s water works and the plumbing shall be so

arranged that all water used on such premises shall pass through such meter and

the owner of the premises shall be held liable for water charges.

2.9 There shall be no direct or indirect connection between water lines which are part of

a private well and water lines which are part of the Village’s water system(s).

Failure to comply with this requirement shall result in immediate disconnection of

the water supply from the Corporation and will also result in the penalty provisions

of Section 3 of this By-law.

2.10Any person authorized by the Village for the purpose of inquiring into the

compliance with the provisions of this By-Law shall have free access to the premises

at all reasonable times. Upon reasonable notice given and request made to the

owner/occupant and lands to which municipal water is supplied, no person

occupying or in charge or apparently in charge of such buildings or other premises

or lands shall refuse access to such authorized person.

2.11 Every meter shall be placed in such location as the persons authorized by the

Corporation shall direct. If possible, the water meter shall be installed in the

basement of residential and commercial buildings, and shall be located immediately after the main

shut-off valve on the owner’s plumbing system, so as to ensure that all water

supplied to the building passes through the meter. In the event that a building has

no basement, the water meter shall be installed in another location in the building or

in a meter pit as authorized by the Corporation.

2.12 The location of a meter, once installed to the standards of the Village, shall not

be changed by any person except by persons authorized by the Village of South River.

2.13Where the meter is equipped with a remote read-out unit of any type and a

discrepancy occurs between the reading at the register of the meter itself and the

reading on the read-out device, the Village will consider the reading at the

meter to be correct, and will adjust and correct the consumer’s account accordingly.

2.14 Any leak that may develop at the meter or its couplings must be reported

immediately to the Village. The Village shall not be held responsible for

any damages resulting from such leaks.

2.15 The Village of South River may enter into agreements with others to provide for the

installation of water services or meters in any manner satisfactory to the Village.

2.16All sums charged for expenses incurred for the repair of meters, fixtures and all

other appurtenances connected to the water service or for damage to same, as per

Section 2.3.3, shall be charged to the owner of the premises. If these charges

remain unpaid they shall be collected in the same manner as municipal taxes.

2.17 Any request for a reading of a meter prior to or after a regular reading schedule

shall be subject to a fee as established by the fees and charges for municipal

services.

2.18 A consumer, for the purpose of payment for the supply of water, shall be deemed to

be the owner of the premises and in the event of tenant or other occupant; the

registered owner shall be liable for water rates and charges.

**3. REGULATIONS AND PENALTIES FOR OFFENCES**

 3.1 Every person is guilty of an offence who:

 3.1.1 willfully hinders or interrupts, or causes to be hindered, or procures, or

 interrupts the Village or any of its officers, contractors, agents,

 servants or staff, in the exercise of any of the power conferred by

 the Municipal Act, 2001, as amended;

 3.1.2 willfully wastes water;

 3.1.3 being a tenant, occupant, lessee, owner, the agent of a lessee, or any

 person in possession of any house, building or other premises supplied

 with water from the water works, improperly wastes water or, without

 the consent of the Village, lends, sells or disposes of water, gives it

 away, permits it to be taken or carried away, uses or applies it to the use

 or benefit of another, or to any use and benefit other than his own;

 3.1.4 without lawful authority willfully opens or closes any valve or hydrant, or

 obstructs the free access to any hydrant, shut off valve, valve chamber or

 pipe by placing on it any building material, rubbish or other obstruction;

 3.1.5 throws or deposits any unsafe substance into the water or waterworks,

 or in any other way fouls the water or commits any willful damage or

 injury to the works, pipes or water, or encourages the same to be done;

 3.1.6 willfully alters any meter placed upon any service pipe or connected

 therewith, within or outside any building or other place, so as to lessen

 or alter the amount of water registered; or

 3.1.7 lays or causes to be laid any pipe or main to connect with any pipe or

 main of the Village’s water works, or in any way obtains or uses the

 water without the consent of the Corporation.

3.2 Any person convicted of a breach of any of the provisions of this By-Law

 shall forfeit and pay, at the discretion of the convicting magistrate, a penalty not

 exceeding (exclusive of costs) the sum of five thousand dollars ($5,000.00) for

 each offence and not less than three hundred dollars ($300.00) for each offence,

 recoverable under the Provincial Offences Act for the Province of Ontario.

 3.3In addition to other sanctions and remedies provided in this By-Law, the

 Village may turn off or restrict the supply of water to any consumer where

 such consumer has violated any of the provisions of this By-Law, and may

 refuse to restore normal service until the violation complained of has been

 terminated or remedied. The Village of South River will not be liable for any damage to

 property or injury to person by reason of shut-off of water supply.

4. The requirements of this By-Law are severable. If any requirements of this By-Law

are held invalid, the application of such requirements to other circumstances and the

remainder of the By-Law shall be valid and shall remain in force.

**5.** Where any inconsistency exists within this By-Law and any other By-Law of The

Village of South River, the provision(s) of the By-Law imposing a greater

requirement, regulation, fee or enforcement and penalty provision shall apply and

prevail.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 25th** DAY OF JUNE, 2012.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bill O’Hallarn, Deputy Mayor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Susan L. Arnold, Clerk Administrator

**SCHEDULE “A” TO BY-LAW NUMBER 19-2012**

**RATES AND CHARGES**

Charges for Water Meter and Related Appurtenance

1. 16 mm X 19 mm (5/8" X 3/4") meter$ 550.00
2. 25 mm (1") meter $ as per actual cost + 10% administration
3. 38 mm (1.5") $ as per actual cost + 10% administration
4. 50 mm (2.0") $ as per actual cost + 10% administration
5. Meter Pit (excluding meter) $ as per actual cost + 10% administration