

**DISTRICT OF BARRIERE
BYLAW NO. 260**

A BYLAW TO REGULATE AND IMPOSE REQUIREMENTS IN RELATION TO UTILITY
BILLING

The Council for the District of Barriere, in open meeting lawfully assembled, **ENACTS** as follows:

1. Title

1.1 This bylaw may be cited as the "Utility Billing Bylaw No. 260".

2. Definitions:

2.1 In this bylaw, unless the context requires otherwise:

"Customer" means any person, company, or corporation in whose name a Utility Billing Account has been opened.

"District" means the District of Barriere.

"Fees and Charges Bylaw" means the current Fees and Charges Bylaw enacted by the District and its amendments or replacements.

"Leak" means an unintentional water loss caused by broken pipes at a residence or building.

"Meter" means an apparatus or device used for measuring the volume of water passing through it and includes any accessories such as remote reader device and connection cable.

"Occupier" has the same meaning as in the *Community Charter*, as amended or replaced from time to time.

"Owner" has the same meaning as in the *Community Charter*, as amended or replaced from time to time.

"Premises" means land, a building, or a structure or a part of land, a building, or a structure or a combination of these used or occupied by a Customer.

"Staff" means Chief Administrative Officer or designate.

"Unpaid Invoice Notice" means a notice served to a Customer:

- a) stating that charges as imposed and levied for services provided pursuant to this Bylaw, as set by the Fees & Charges Bylaw including further amendments, in respect of a Premises owned or occupied by the Customer, are due and payable and remain unpaid;

- b) requiring the Customer to pay the unpaid charges within a specified time period, which shall in any case be no less than seven days after the date on which the Unpaid Invoice Notice was issued to the Customer; and
- c) notifying the Customer that if the Customer fails to pay the unpaid charges in the specified time period, the District may disconnect the applicable District's Utility Service from the Premise in respect of which the charges remain unpaid.

"Utility Billing Account" means an account for invoice or billing purposes in relation to the use or consumption of a Utility Service.

"Utility Service" means a public utility service or system operated by or on behalf of the District, including the provision of water, wastewater, and/or waste collection services.

"Water Service Pipe" means the pipe on private property which supplies potable water from the District's watermain to the inside of the building on the property.

3. Application for Utility Billing Account:

- 3.1. The Owner or an Owner's duly authorized agent or Occupier of any premises making use, or intending to make use, of any Utility Service being operated by or for the District shall make application, in a form prescribed by Staff, to the District for a Utility Billing Account.
- 3.2. Any application submitted by an Occupier shall require additional authorization by the property Owner satisfactory to the District.
- 3.3. No application shall be accepted from, and no Utility Billing Account shall be opened or re-opened in the name of any person until the outstanding balance on any existing or previous Utility Billing Account owing by that person is paid.

4. Responsibility for Payment:

- 4.1. Property Owners shall be responsible for payment of all charges and fees, as set out by this or any other applicable bylaw, charged to the Utility Billing Account for properties they own.
- 4.2. The Owner of any premises making use of any Utility Service being operated by the District, in relation to which for whatever reason no Utility Billing Account exists, shall be responsible for payment of all charges and fees equal to those that would have been applicable if a Utility Billing Account had been open and in existence.

5. Utility Services and Rate Charges:

- 5.1. Where under the authority of this, or any other bylaw, the District performs any work on property or Premises, or provides any Utility Service to property or Premises, the Owner of the property or Premises shall promptly reimburse the District for its costs in performing that work or providing that Utility Service.

- 5.2. The District shall determine the appropriate rate class and/or billing category in accordance with applicable regulatory or other bylaws, in relation to each Utility Service being provided to each Utility Billing Account.
- 5.3. The user rates and charges to be imposed and levied for Utility Services are those specified in the Fees and Charges Bylaw or any other applicable bylaw.
- 5.4. Charges for Utility Services including but not limited to new service installations, service upgrades, connections, disconnections, reconnections, temporary services, temporary turn-off/turn-on, seasonal capacity, Meter hardware, Meter readings, Meter testing, and other miscellaneous services will be levied in accordance with, and as specified in, the Fees and Charges Bylaw.

6. Utility Meter Readings and Consumption Charges:

- 6.1. The level or amount of use or consumption of a Utility Service at any Premise for which a Meter has been installed shall be determined by the District through reading the Meter, and no person shall prevent any authorized District representative from accessing or reading any such Meter on any property or Premises.
- 6.2. A Meter may be read on any date during a billing period; however, as nearly as practical, the District shall endeavor to read Meters on the same date in each billing period.
- 6.3. If a Meter at a particular location is not able to be read with reasonable accuracy, the District may estimate the level or amount of use or consumption of the Utility Service over the applicable period.
- 6.4. If the District or an Owner question the accuracy of the record of a Meter at the location to which the Utility Billing Account relates to, the party questioning the accuracy of the Meter shall procure a qualified professional to remove the Meter at their cost, and utilize a District approved Meter testing professional to verify the accuracy of the Meter.
- 6.5. If the test performed under Section 6.4 that is initiated by the Owner, discloses that the Meter is less than 98% accurate in recording the water passing through the Meter, the District shall confirm the findings and if confirmed, reimburse to the Owner the billed costs associated with the Meter's removal and testing. Repair or replacement costs are the responsibility of the Owner.
- 6.6. If the test performed discloses that the Water Meter is less than 98% accurate in recording the water passing through the Water Meter, the District shall adjust the Owner's water charges by the amount of the inaccuracy in accordance with Section 10.1.
- 6.7. Any determination by the District as to the functioning of the Meter, the accuracy of the reading, or any reasonable adjustment to be made to the Utility Billing Account, shall be final.

7. Security Deposit and Pre-Payments:

- 7.1. The District may request a security deposit for new Utility Services or reconnection of existing Utility Services when:
 - a. the Customer does not have an established or satisfactory credit history with the District; or
 - b. the Utility Billing Account is for services provided with respect to land and/or buildings not owned by the Customer.
- 7.2. The security deposit, where such deposit is required, shall be calculated as three (3) times the average monthly billing over a one-year period for the Premises.
- 7.3. The District may estimate the security deposit based on historical consumption information for similar Premises or a manual calculation of usage.
- 7.4. Interest on security deposits held for more than thirty (30) days shall be calculated quarterly and credited to the Customer's Utility Billing Account. The interest paid shall be at the rate prescribed for property tax overpayments under Section 239 of the *Community Charter*.

8. Invoicing:

- 8.1. The invoices for Utility Billing Accounts shall be rendered quarterly for all applicable charges and fees set out in this Bylaw, the Fees and Charges Bylaw, or any other applicable bylaw.
- 8.2. The due date for invoices for Utility Billing Accounts shall be no more than 45 calendar days from the date the invoice was prepared.
- 8.3. The District may implement monthly billing for high volume Utility Service Customers whose quarterly charges exceed \$3,500 in any single billing cycle.
- 8.4. The District is not responsible for non-delivery of any invoice or billing notice.

9. Payments:

- 9.1. Payment shall be due and payable by the due date at the District offices, or any other location shown on the invoice.
- 9.2. All payments or credits received or given in relation to amounts owing on a Utility Billing Account shall be applied in reverse date order from the oldest outstanding charge to the newest charge.
- 9.3. An overdue account penalty as set out in the Fees and Charges Bylaw will be assessed on all outstanding balances not paid by the due date printed on the invoice. The penalty shall be added to current charges on the present invoice, and the previous amounts unpaid shall remain outstanding and shall be shown as an arrears balance on the present invoice.

- 9.4. Any amounts due and payable in accordance with this bylaw, and which remain unpaid after December 31st of any year, whether incurred by an Owner or another Customer at the property address to which the Utility Service has been provided, shall be deemed to be taxes in arrears and added to the property taxes on that property, and shall be subject to the same interest and penalties, and be recoverable in the same manner, as property taxes as provided for in the *Community Charter*.

10. Billing Errors:

- 10.1. Where an error is found to have been made in the amount invoiced or billed to a Utility Billing Account, the amount either under-billed or over-billed shall be debited from or credited to the Utility Billing Account and shown on the next Utility Billing Account invoice, subject to any arrangements made pursuant to section 10.3 of this bylaw and the following restrictions:
- a. the adjustment period is limited to the time that the current Owner is on title;
 - b. the adjustment period(s) for under-billing are limited to a maximum of 1 year;
 - c. the adjustment period(s) for over-billing are limited to a maximum of 2 years or when the current Owner came on title for the property, whichever is less.
- 10.2. Where the exact amount of under-billing or over-billing cannot be determined, the District may make a reasonable and fair estimate of the amount, using its own records or those of the Customer, and in keeping with amounts billed to other Customers in similar premises, being used in a similar manner, over the same time period.
- 10.3. Where an amount has been under-billed, and where the error can reasonably be said to have been the fault of the District's, the District may offer the Customer reasonable terms of repayment, which may be over a period of several months, and may be interest and penalty free.
- 10.4. Where an under-billing is found to have been made in the amount invoiced or billed to a Utility Billing Account, and that error is a result of unauthorized use of a Utility Service, or can reasonably be said to be a result of fraud, theft, tampering with a Meter or other equipment, or any other similar act, the amount of the under-billing, plus any direct administrative costs incurred by the District in investigating the circumstances, plus interest and penalties at the rate normally charged on unpaid accounts receivable by the District shall be charged to the Utility Billing Account. Where such amount is due and payable, and remains unpaid after December 31st of any year, it shall be deemed to be taxes in arrears and shall be recoverable as outlined in section 9.4 of this bylaw.

11. Termination of Service / Closure of Accounts:

- 11.1. Staff may terminate Utility Services where an amount has been invoiced and is due and payable and remains unpaid for more than 45 days after the date on which the invoice became due and payable.

- 11.2. In a case where the District plans to terminate a Utility Service because of unpaid amounts that have been invoiced and are due and payable, an Unpaid Invoice Notice shall be provided to the Customer which shall include at least one of the following:
 - a. "Cut Off Notice" billing message included on an invoice for the relevant Utility Billing Account;
 - b. a warning letter mailed or emailed to the contact address supplied by the Customer or delivered to the service location of the Utility Billing Account;
 - c. a telephone call to the relevant Customer, which may include speaking directly with the Customer or leaving a message on an answering service or machine at the Customer's contact telephone number; or
 - d. a notice or tag left on the door at the service location of the Utility Billing Account at least two working days prior to scheduled termination.
- 11.3. Within 15 days of receipt of an Unpaid Invoice Notice, a Customer may request an opportunity to make representations to Council by submitting the request to the District in accordance with the Unpaid Invoice Notice.
- 11.4. Where a Customer has received an Unpaid Invoice Notice and has failed to pay the unpaid charges within 30 days of receipt of the Unpaid Invoice Notice, the District may disconnect one or more District Utility Services from the Premises in respect of which the charges remain unpaid.
 - a. If a Customer has submitted a request to the District pursuant to section 11.3, the District must not disconnect the Utility Services from the Premises in respect of which the charges remain unpaid until the Customer has had the opportunity to make representations to Council.
 - b. If the Customer fails to make representation to Council for more than two (2) consecutive regularly scheduled meetings of Council after the request pursuant to section 11.3 was confirmed by Staff, then the District may proceed with the disconnection pursuant to Section 11.2.d.
- 11.5. A Customer wishing to close their Utility Billing Account shall give the District a minimum of five full business days' notice of the date on which the Utility Billing Account is to be closed. Where such notice is not provided, the Customer shall be responsible for payment of any amounts attributed to use or consumption of the Utility Service for the period between the date that notice was received by the District, and the earlier of the date service was terminated or twenty-four hours following such notice.

12. Credit Balances:

- 12.1. Upon termination of a Utility Billing Account, any credit balance above \$10.00 remaining after final billing will be refunded to the Customer. The District will not prepare a refund for any remaining credit balance of less than \$10.00.

- 12.2. Staff may transfer an unclaimed or terminated Utility Billing Account credit balance to the District's utility revenues under the following circumstances:
- a. the credit has remained on the Customer's account for a period of greater than one year, the Customer has been notified in writing of the credit amount, and the Customer does not have any overdue balances to which the credit can be applied; or
 - b. the credit balance is more than \$10.00 and less than \$25.00, and the Customer has not requested a refund within six months of account termination; or
 - c. the credit balance is less than \$10.00.

13. Write-offs of Uncollectible Accounts:

- 13.1. An individual Utility Billing Account balance of less than \$100.00 may be written off in the normal course of business by Staff, using due care and judgement, where the balance is determined to be uncollectible and transfer of the outstanding amount to the subsequent property owner is deemed to be inappropriate under the circumstances.

14. Equal Payment Plan:

- 14.1. Upon application, the District will permit qualifying Customers to make equal monthly payments on their Utility Billing Account without incurring penalties or interest. Payments under the Plan will be made only by direct withdrawal from the Customer's bank account.
- 14.2. The payment amount will be based upon the estimated annual cost for the Utility Service using the property's historical consumption records or other reasonable methodology. Payment amounts will be reconciled annually at the end of the calendar year.
- 14.3. The District may conduct an interim reconciliation and recalculation of payment amounts and request an adjustment of the monthly payment amount where the variance is 15% or greater.
- 14.4. A Customer will qualify for the plan provided the account is not in arrears and the Customer expects to be on the plan for at least one year.
- 14.5. The equal payment plan may be terminated by the District if the Customer has not maintained satisfactory credit, or if the Customer fails to increase the equal payment amount when requested to do so. The District deems credit to be unsatisfactory if for any reason two payments fail to be honoured.
- 14.6. The equal payment plan may be terminated by the Customer at any time upon providing the required amount of notice. Customers who request termination of the plan will be eligible for re-enrollment after a minimum six-month waiting period.

- 14.7. Upon reconciliation of the equal payment plan balance, the net amount owing to the District will become due and payable by December 31. Failure to remit the outstanding amount when due may result in termination of the plan.
- 14.8. An overpayment by the Customer exceeding \$200.00 may be carried over to the following year or refunded to the Customer upon request. Overpayments of less than \$200.00 will be carried forward and included in the calculation of the equal payments for the next period.

15. Water Leak Adjustments:

- 15.1. Staff may, upon written request from a Customer supported by repair bills or other appropriate documentation, adjust the Utility Billing Account.
 - a. Adjustments will only be granted for Leaks in the Water Service Pipe.
 - b. Leak adjustments on utility bills will NOT be made for the following:
 - i. malfunctioning internal plumbing fixtures (running toilets, dripping taps etc.)
 - ii. in-ground or above ground pools, ponds, and fountains
 - iii. buried lines connected to the main water lines
 - iv. premises left abandoned or vacated without reasonable care for the plumbing system
- 15.2. If in the normal course of business, the District becomes aware of abnormal water consumption or any evidence of a Leak on any Premise, the District will make every effort to notify the Customer, but accepts no responsibility for failure to do so. Notification may be by phone or phone message, door hanger, mail, or electronic mail. If the Leak is deemed to be substantial and the Customer cannot be contacted, and in order to avoid possible further damage, the District may, without further notice, shut the water off at the main. The water to the premises shall not be turned on again until such repairs or alterations have been reasonably made at the Customers expense and to the satisfaction of the District. The cost of this water shut off and turn on will be the responsibility of the Customer and will be included on the next regular utility invoice. No person whose water is turned off pursuant to this section shall have any claim against the District by reason of such discontinuance or supply.
- 15.3. Leak adjustments shall not be considered for water lost subsequent to 48 hours from a Customer becoming aware of a Leak or being notified of a possible Leak by the District. Customers must take immediate action after detection or notification of a Leak to prevent further water loss. No allowance will be made for notification claimed to be lost or not received.
- 15.4. A written Leak adjustment request must be submitted to the District within 30 days of the Leak notification and/or repair date. Proof of the Leak repair (e.g. Invoices, receipts or pictures before and after) must be submitted with the request. The District reserves the right to inspect the repair or verify usage with further meter readings prior to considering the Leak adjustment.

- 15.5. The Customer shall be responsible for the estimated normal amount of water consumed at the current water rates, plus 25% of the additional water consumed as a result of the Leak at the current water rates. If the Leak is identified to be within any irrigation or sprinkler systems, the Customer will be responsible for the estimated normal amount of water consumed at the current water rates, plus 50% of the additional water consumed as a result of the Leak at the current water rates. The estimated normal amount of water consumed will be determined by the District and is defined as the average water consumption based on the same or similar water billing period from the previous 3 years. If three years of consumption data is not available, normal consumption will be based on the best estimate information available on the property or consumption from a comparable property.
- 15.6. Adjustments will only be granted when the Utility Billing Account is in good standing and no previous past due amounts are outstanding.
- 15.7. One Leak adjustment per property owner within an eighteen (18) month period will be permitted. The 18-month period begins the first month of the billing period following the billing period that the Leak adjustment was prepared for.

16. Waiver of Fees and Charges:

- 16.1. In limited, extenuating circumstances, Council may, by resolution, reduce or credit any fees or charges imposed on Utility Billing Accounts under this bylaw, subject to provisions of the *Community Charter*.

17. General

- 17.1. Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto, as amended, revised, consolidated or replaced from time to time.
- 17.2. If any section, paragraph or phrase of this bylaw is for any reason held to be invalid by a decision of a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

Read a first, second, and third time this **15th** day of **September, 2025**.

Finally adopted this 6th day of October, 2025.

Original signed by, _____
Mayor – Rob Kerslake

Original signed by, _____
Corporate Officer – Tasha Buchanan