

CITY OF YORKTON

BYLAW NO. 4/2026

A BYLAW OF THE CITY OF YORKTON IN THE PROVINCE OF SASKATCHEWAN RESPECTING INSTALLATIONS, MAINTENANCE AND SERVICING PROCEDURES FOR THE WATERWORKS SYSTEM

**Known as ‘The Waterworks Management
Bylaw’**

04/20/2026

TABLE OF CONTENTS

	<u>Page</u>
<u>TITLE, PREAMBLE & PURPOSE</u>	<u>03</u>
<u>PART 1 – DEFINITIONS</u>	<u>03</u>
<u>PART 2 – ADMINISTRATION</u>	<u>05</u>
<u>PART 3 – SERVICE CONNECTIONS</u>	<u>06</u>
<u>PART 4 – METERS AND READINGS</u>	<u>08</u>
<u>PART 5 - RELOCATION OF METERS AND/OR SERVICE CONNECTIONS</u>	<u>11</u>
<u>PART 6 – COSTS OF SERVICE CONNECTIONS</u>	<u>12</u>
<u>PART 7 – GENERAL SERVICE CONNECTION REGULATIONS</u>	<u>14</u>
<u>PART 8 – MAINTENANCE OF SERVICE CONNECTIONS</u>	<u>15</u>
<u>PART 9 – WATER ACCOUNTS</u>	<u>17</u>
<u>PART 10 – LANDLORD TENANT SERVICE ACCOUNTS</u>	<u>18</u>
<u>PART 11 – TERMINATION, RESTRICTED USE OR INTERRUPTION OF SERVICE</u>	<u>20</u>
<u>PART 12 – RESPONSIBILITY OF OWNER / CUSTOMER</u>	<u>21</u>
<u>PART 13 – LIMITATION OF LIABILITY</u>	<u>23</u>
<u>PART 14 – OFFENCES AND PENALTIES</u>	<u>25</u>
<u>PART 15 – SEVERABILITY</u>	<u>27</u>
<u>PART 16 – REPEAL OF OTHER BYLAWS</u>	<u>27</u>
<u>PART 17 – EFFECTIVE DATE OF BYLAW</u>	<u>27</u>

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SASKATCHEWAN**

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SERVICING PROCEDURES FOR THE WATERWORKS SYSTEM**

WHEREAS, the Council of the City of Yorkton may provide for the servicing of the waterworks sewer and water services of the City and establish fees that will be charged for these services,

NOW THEREFORE, the Council of the City of Yorkton in the Province of Saskatchewan in Council assembled enacts as follows:

1. **DEFINITIONS:**

1.1 In this bylaw:

- (a) **"Act"**: *"The Cities Act"*.
- (b) **"Applicant"**: a person executing an application for, making use of or accepting the supply of water or sewer services.
- (c) **"AWWA Standards"**: the current published standards of the American Waterworks Association as same may be amended, revised and replaced from time to time.
- (d) **"Backflow"**: the unwanted reversal of flow of water or other substances into the water distribution system.
- (e) **"Backflow Prevention Assembly"**: a device or combination of devices installed in a plumbing or distribution system to prevent water or other liquids, mixtures, or substances from reversing its flow into the water distribution system.
- (f) **"City"** the City of Yorkton staff or it's designates in the Province of Saskatchewan, Canada.
- (g) **"City of Yorkton Engineering Standards"**: the current engineering standards of the City of Yorkton as same may be amended, revised and replaced from time to time.
- (h) **"Commercial Service"**: a service connection to a premise in which a business, profession, industry, trade or commerce is carried on and includes all premises not falling within the definitions of "residential or industrial service".
- (i) **"Council"**: the Council of the City of Yorkton.

- (j) **"Cross Connection"**: any physical connection between the water distribution system and any source of contamination or pollution which could lead to backflow.
- (k) **"Curb Stop"**: a device that controls water flow from the water service connection to a premise.
- (l) **"Customer"**: a property owner, tenant, occupant or person in charge or control of a premise, accepting or using any of the customary services provided or supplied by, or in connection with the Waterworks Utility.
- (m) **"Groundwater"** any water beneath the surface of land
- (n) **"Groundwater Well"**: an opening made by drilling into the ground for the purpose of obtaining ground water or scientific data on ground water, whether water is obtained or not.
- (o) **"Industrial Service"**: a service connection provided to a premise used primarily for manufacturing, processing, fabricating, or assembling goods/materials for distribution, where the water meter is 2 inches (50 mm) or larger; and the premise's annual water demand is ≥ 1 Heavy Industrial Growth Unit (HIGU), where 1 HIGU equals 300,000 m³.
- (p) **"Meter"**: a device that meets the City of Yorkton's Engineering Standards, capable of measuring, recording and transmitting flows and volumes through a service connection.
- (q) **"Occupant"**: includes a person residing on or in lands or buildings, and the person entitled to its or their possession if there is no person residing on or in the land or buildings, and a leaseholder.
- (r) **"Owner"**: means the registered owner of a property or the purchaser thereof who is entitled to use or occupy the property.
- (s) **"Person"**: includes an individual, partnership, corporation, and any association or other body.
- (t) **"Premises"**: a house or building together with its land.
- (u) **"Property Line"**: the legal dividing line between the street and the lot or parcel to be served with service connections.
- (v) **"Reforestation Fee"**: a fee that is charged to property owner when a "City owned" tree must be removed during service connections or maintenance.
- (w) **"Residential Service"**: a service connection used exclusively for domestic purposes through a single meter servicing no more than four living units or apartments.
- (x) **"Service Connection"**: the part of the water and sewer system of a public utility

that runs from the main lines of the public utility to a premises or other place on a parcel of land for the purpose of providing water to and the conveyance of sewage from the parcel of land, and includes the connection to the main line, piping, couplings, and other appurtenances excluding the curb stop and water meter inside the building or other place for the provision of the public utility and will be the responsibility of the owner.

- (y) **"Sewage"**: is liquid waste discharged into the City's sewage collection system.
- (z) **"Sewage Collection System"**: is the part of the waterworks system that sewage is discharged into (commonly referred to as sewer).
- (aa) **"Sewer"**: is the structure that sewage is discharged into (sewage collection system).
- (bb) **"Subsoil Drainage System"**: a system comprised of a subsoil drainage pipe that is installed underground to intercept and convey groundwater to a basin located within a premises; utilizing a pump or ejector for discharge constructed in such a manner that groundwater cannot back up into the subsoil drainage pipe and reenter the groundwater table.
- (cc) **"Surface Water"**: any water above the surface of land.
- (dd) **"Surface Drainage System"**: a system comprised of a surface drainage catch-basin or swale located outside of a premises; utilizing a pump, ejector, or gravity for discharge constructed to a maximum depth no greater than one (1) meter below the surface of land ensuring surface water cannot reasonably infiltrate the groundwater table without first passing through a permeable layer of material.
- (ee) **"Valve"**: a device for control of water flow in or from the City's water main or a water service connection.
- (ff) **"Water Distribution System"**: is the part of the waterworks system that delivers water to a property and or premise.
- (gg) **"Waterworks System"**: the whole or any part of the equipment by which or through which the City conveys water through its water distribution system and sewage collection system, its improvement, extension or replacement, including pumps, filtration systems, treatment plants, pumping stations, reservoirs, water mains, sewer mains, manholes, pipes, valves, valve connections, hydrants, and other related works, curb stops, meters, and appurtenances.

2. ADMINISTRATION:

- 2.1 The Waterworks Utility of the City of Yorkton will be under the general direction and control of the Director of Environmental Services who may establish standards, guidelines and specifications for the design, construction and maintenance of the water

system.

As such, the Director of Environmental Services, or their authorized designate, shall serve as the Designated Officer to whom interpretation, approvals, orders, and enforcement decisions under this Bylaw are assigned, and who may delegate specific administrative functions in writing.

- 2.2 The Director of Public Works, or their authorized designate, shall be responsible for the operational implementation of this Bylaw as it relates to construction, maintenance, and service work on City infrastructure.
- 2.3 The collection of revenues derived from the Waterworks Utility, the payments of all disbursements and the supervision and control of all records and accounts connected with the utility shall be under the general direction and control of the Director of Finance.
- 2.4 The Plumbing Code Regulations, the Water Security Agency Act and Regulations, the Saskatchewan Water Well Decommissioning Standard, and as amended from time to time, shall apply to and govern all plumbing and drainage in the City of Yorkton, except as may be altered or revised hereinafter. The Plumbing Inspector shall be a representative of the Technical Safety Authority of Saskatchewan.
- 2.5 The Water and Sewer Rates Bylaw, originally Bylaw No. 20/2006, as amended from time to time, shall apply to and govern all matters respecting charges and fees referenced in this Bylaw. Any reference herein to the Water and Sewer Rates Bylaw shall be deemed to refer to Bylaw No. 20/2006 in its most current amended form.
- 2.6 Overdue accounts for the provision of water and sewage services will be collected in accordance with *The Cities Act*.

3. **SERVICE CONNECTIONS:**

- 3.1 A service connection includes all piping and fittings from the City mains to the property and or premise. For a residential service connection the curb stop and water meter will remain property of the City. Damages to the curb stop or water meter caused by the customer will be repaired or replaced by the City with costs being charged to the customer at cost recovery rates.
- 3.2 Excavations on private property will be backfilled with suitable material. The City will make every reasonable effort to compact the backfill material in such a manner as to limit settlement. However, the City will not be responsible for trench settlements or damages experienced due to settlement. The City shall not be held liable for the replacement or for damage to the property such as, but not limited to the following:
 - a) Landscaping materials, topsoil, sod, grass, trees, rocks, shrubs or plants;
 - b) driveways or private sidewalks;

- c) retaining walls or fences;
 - d) buildings or their foundations; and/or
 - e) underground sprinkler systems.
- 3.3 The City will connect to existing piping at the building, however, will not excavate under any portion of a building which includes a veranda, stairs, or other appurtenances. If piping beyond this point is unsuitable or needs replacing, this portion of the work will not be included in the quotation provided by the City or in the scope of work performed.
- 3.4 The Owner is responsible for all costs associated with locating or relocation of other utilities or conflicting obstacles related to the installation of the service.
- 3.5 It is the City's policy that each property be serviced by only one service connection and water meter.
- a) If a change in service size or a second service is requested and the City agrees it is necessary, cost recovery rate will apply.
 - b) The owner will propose the size and location of the service connection under application to the City.
 - c) Service connection sizing and location must be approved in writing by The Designated Officer prior to installation.
 - d) Where a single service connection supplies multiple units, any division of that service to supply multiple water meters shall occur in a location that is externally accessible and not within, or accessible through, any dwelling unit.
 - f) For developments up to and including four (4) units, compliance with clause 3.5(d) is required. Any deviation from clauses 3.5(d) requires prior written approval by the Designated Officer and must meet the City's Engineering Standards and access requirements.
 - g) Notwithstanding clause 3.5(f), the Designated Officer may approve in writing an alternate servicing arrangement where the owner demonstrates that compliance is not reasonably feasible and the proposed arrangement meets the City's Engineering Standards and access requirements.
 - h) For developments of five (5) units or greater, clause 3.5 applies, and each property shall be serviced by only one (1) service connection and one (1) water meter.
 - e) All service connection materials and installation practices shall conform to the City of Yorkton's Engineering Standards.
- 3.6 All water service connections will have a water meter installed, except approved fire service sprinklers provided with an approved backflow prevention assembly.

- a) Residential water service connections under two (2) inches in diameter will be supplied with one (1) water meter from the City.
- b) Residential water service connections with a diameter of two (2) inches or larger will be supplied with one (1) water meter. The cost of the meter will be at the expense of the owner, applied at a cost recovery rate.
- c) Industrial and commercial service connections water and sewage meters will be at the expense of the owner.

3.7 No branch service will be taken from that part of the service pipe between the curb stop and the water meter except an approved fire service approved by the City.

- a) No branch connection shall be taken from any portion of the sanitary sewer service between the sewer main and the building footings; or at a setback of one (1) meter, except where expressly approved by the City.

3.8 A water service will not be turned on, or new account activated by a City representative until:

- a) Where deemed necessary, the work has been inspected.
- b) A water contract has been signed with the Water Billing department
- c) A water meter deposit has been paid for by non-owners.
- d) Payment is received by the City for delinquent accounts.

4. **METERS AND READINGS:**

4.1 It's the customer's responsibility to provide a suitable site for a meter for all service connections of any size to any premise. The City shall not be required to provide service if the customer fails to make available an acceptable site.

4.2 It will be the duty and responsibility of every customer to:

- a) provide a suitable facility for a horizontal water meter installation and convenient accessible location
- b) provide an isolation valve meeting the requirements of the City of Yorkton's Engineering Standards, immediately upstream and downstream of the water meter
- c) protect the meter from frost or any other damage; and
- d) properly and efficiently protect the service line and fixtures leading to the meter from frost or other damage

- e) No person shall alter or tamper with any service connection. The City shall be notified immediately whenever a water or sewage meter is not operating, operating incorrectly, damaged or if a seal has been broken. In the event the City is not notified of the malfunction, the City shall in addition to any other penalties as set out in this Bylaw, estimate the quantity of water consumed or discharged and charge the customer for the water
- f) If a water meter or remote readout is removed or stolen, penalties as set out in the bylaw apply and the customer shall pay the cost of replacing the water meter including installation. If not paid, the cost may be collected in the same manner as unpaid water rates under section 9.9.

4.3 All water meters and remote readouts shall be supplied, installed, maintained, repaired, tested and replaced by the City. The City may from time to time or at any time authorize an individual firm or corporation to install, maintain, repair and replace water meters as directed by the City.

4.4 All water meters supplied by the City shall at all times be the property of the City. Payment of an installation fee or other fees does not constitute a sale.

4.5 Damaged and Frozen Water Meters:

- a) If any water meter is damaged or requires replacement, the customer will be charged at the cost recovery rate. This shall include all parts and labor required to replace and repair, or the cost recovery rate to replace with a new water meter.

4.6 Water Metering Point Integrity Inspection:

- a) If a customer requests the City to inspect the water metering point for integrity, including verification of water supply, pressure, quality, and meter operation, and it is determined that the metering point meets the required standards and the water meter registers less than or equal to 100% of actual flow, a cost-recovery rate applies subject to the Water and Sewer Rates Bylaw. If in the opinion of the Designated Officer, any of the integrity parameters are unsuitable or incorrect, there will be no charge.

4.7 Sewage Meter Accuracy check:

- a) All sewage meters and remote readouts shall be approved by the City and supplied, installed, maintained, repaired, tested and replaced by the owner. The owner must authorize an individual firm or company to annually, provide proof of calibration and proper operation to the City.
- b) Industrial users will be required to install a sewage meter and be responsible for maintenance and shall provide annual proof of calibration and proper operation to the Designated Officer.
- c) Notify the Designated Officer of any anticipated maintenance, repair, or other circumstances that may temporarily or otherwise affect the proper operation of the

sewage meter.

- 4.8 If a City representative attends a premises for a scheduled appointment to install, repair, replace, test, or read a water meter, or to install, repair, replace, or test any other equipment related to the water system, and any of the following circumstances occur, the City may charge a Missed Appointment Fee outlined in the Water and Sewer Rates Bylaw, in addition to any other applicable fees and charges:
- a) The occupant responsible for scheduling or their designate is not present at the scheduled time to provide access to the premises;
 - b) The City representative is unable to proceed with or complete the required work due to unsafe conditions, incomplete plumbing, or inadequate access to the premises.
- 4.9 The City or its representatives may at any time enter upon any premises and properties of any customer to examine the pipes, meters and fixtures to; ascertain the quantity and quality of water consumed, the manners of its use, conducting water use surveys, sampling, pressure testing, installing, reading, replacing or repairing meters and related equipment or for any other related purpose in accordance with the provisions of this Bylaw.
- 4.10 If a remote readout, or alternative method of measurement has been installed in addition to the existing meter and there is a discrepancy between the readings, the meter shall be the official reading.
- 4.11 Where consumption has not been properly recorded on the meter, consumption may be determined based on an estimated amount deemed by the City to be representative of that account's usage. Without limiting the generality of the foregoing, an estimate may be based on one or more of the following, as determined by the City:
- a) the Customer's historic consumption at the Premises for a previous comparable period;
 - b) consumption recorded at the Premises immediately before and after the period in question;
 - c) the number of occupants and the typical use of water at the Premises;
 - d) consumption at comparable premises with similar characteristics; and/or
 - e) any other information the City considers reasonably necessary to establish a representative estimate.
- 4.12 If a meter read cannot be obtained by the city, a card will be left requesting the customer to notify the City with the reading. The customer shall phone in the meter reading or deliver the water meter card to City Hall within forty-eight (48) hours of receipt. Readings may be verified for any reason. If a reading is not supplied an estimate will apply along with the penalty identified in Clause 4.13.

- 4.13 In the event that a customer refuses, or prevents in any way, to allow a water meter to be read, changed, or installed, the City shall:
- a) add an additional fifty percent usage surcharge to the customers regular water bill until the customer is compliant
 - b) or, the City may deem it appropriate to shut off the water supply to that premise
- 4.14 Every customer who contravenes clause 4.13 of this bylaw is subject to the penalties listed
- 4.15 The City will provide 48 hours of notice prior to imposing clause 4.13(b).
- 4.16 The customer shall pay the additional costs for supplying and installing water meters where the installation requires a fire service type water meter or other special type of water meter or sewage meter. Notwithstanding the payment of such additional costs, the meters, if purchased by the City, shall remain the property of the City.
- 4.17 If a water meter or remote readout is removed or stolen, the customer shall pay the cost of replacing the water meter including installation. If not paid, the cost may be collected in the same manner as unpaid water rates under this bylaw including transfer to the property tax account of the service address, or submission to a collections agency.
- 4.18 Irrigation meters, seasonal meters, or other special-purpose metering arrangements may be authorized by the City only with express written approval from the Designated Officer, and subject to any conditions they deem necessary, including installation standards, access for reading and inspection, seasonal activation/deactivation requirements, and removal. The City may revoke such authorization where the Customer fails to comply with this Bylaw or any written conditions of approval.

5. RELOCATION OF METERS AND/OR SERVICE CONNECTIONS:

- 5.1 No customer shall relocate, alter or change any existing water meter or service connection without the express written approval of the Designated Officer.
- 5.2 The customer or their authorized agent may submit plans and specifications for any proposed relocation or resizing of a water meter or service connection and if approved by the City, the customer shall pay the entire, cost including any costs incurred by the City in making any such relocation, alteration or change.
- 5.3 Water meter spacers shall not be used in place of a water meter except with the express approval of the Designated Officer.
- 5.4 No Customer shall install, cause to be installed, or permit to remain in use any bypass line, jumper, cross-connection, parallel piping, or other arrangement that allows water to pass to any Premises plumbing system without first passing through the authorized water meter, except with the express written approval of the Designated Officer and subject to any conditions they may impose.

- a) Where approval is granted under Clause 5.4, the City may require valves or fittings associated with the approved arrangement to be tamper-proof subject to Clause 4.2(e), sealed, tagged, or otherwise secured, and may require access for inspection at any time.
- b) Where approval is granted under Clause 5.4, any operation of an approved bypass line, jumper, cross-connection, parallel piping, or other arrangement that allows water to pass to any Premises plumbing system is restricted to emergencies or required maintenance and must be immediately reported to the City.

5.5 Where an owner intends to:

- a) permanently discontinue water service to a premises;
- b) demolish a building; or
- c) remove or abandon any portion of a service connection,

The owner shall submit written request to the City for decommissioning of the service connection(s). The City shall arrange for the service connection(s) to be decommissioned at the main by the City or a City-authorized contractor, in a manner acceptable to the Designated Officer. All costs associated with such decommissioning shall be borne by the owner.

5.6 Where water service has been discontinued or disconnected, the City may enter the Premises at reasonable times, in accordance with lawful authority, for the purpose of removing any meter(s), remote reading equipment, backflow device owned by the City, or other property of the City.

6. COSTS OF SERVICE CONNECTIONS:

- 6.1 Each building shall be serviced by a maximum of one service connection of a size sufficient in the opinion of the City to deliver an adequate supply of water. Where an application is made for a larger service pipe or for a change in the location of an existing service pipe, a new service pipe will be installed by the City to the property line only upon all costs thereof being paid in advance by the owner.
- 6.2 The owner is responsible for the total cost of their service connections from the City main to the premise, including the cost of construction, maintenance, repair and replacement of the service connection, except for initial installation of the water meter and any subsequent maintenance, repair, or replacement deemed necessary by the City. Cost to install is based on amounts identified in the Water and Sewer Rates Bylaw. All rates and charges are subject to applicable taxes.
- 6.3 All rates and charges are for work undertaken during normal working hours of 7:00 a.m. to 3:30 p.m. on any work day, unless specified otherwise.

- 6.4 The normal work period for installation or replacement of service connections is from May 1st – November 1st, except in emergency situations.
- 6.5 All service connection replacement, and utility services rates apply during frost-free ground conditions, unless otherwise specified. A cold weather premium identified in the Water and Sewer Rates Bylaw will be applied to any service connection installed outside the time frame identified in clause 6.4.
- 6.6 An after-hours service fee as identified in the Water and Sewer Rates Bylaw, will be applied to any service connection installed outside the time frame identified in clause 6.3.
- 6.7 No person shall construct, connect, reconnect, repair, replace, or expose any portion of a service connection, or make any connection to any portion of the City’s waterworks or sanitary sewer system, without the express written authorization of the Designated Officer, and subject to any conditions imposed.
- 6.8 All work on City property must be completed by the City of Yorkton or a City approved contractor.
- 6.9 The City may recommend or allow all work on private property to be completed by a qualified contractor approved by the City. All costs associated with this work will be negotiated between the owner and the qualified contractor. The City takes no responsibility for this work and the associated costs.
- 6.10 The City shall retain operational control over the construction of service connections from the water main to the curb stop whether such connections are constructed by the City or by private contractors.
- 6.11 Where an inspection is required by the City in relation to the installation, replacement, repair, or alteration of a service connection, the owner shall pay a construction inspection fee set out in the Water and Sewer Rates Bylaw.
- 6.12 Every person wanting, repairing, or replacing a service connection shall complete an application from the City.
- 6.13 Once the City of Yorkton agrees to undertake the replacement or the installation of new service connection, a site investigation will be conducted to provide the property owner with a cost to perform the work. This work includes:
- a) Infrastructure from the City mains up to the building footings or at a setback of one (1) meter.
 - b) Consideration for the length of service, time of year installed, and unique challenges related to that particular site, but will assume a standard depth of three (3) meters to the exterior bottom of pipe subject to Clause 3.2.
 - c) The costs derived from this site investigation shall be an estimate based on visible conditions and the assumptions in this Bylaw.

- d) Where concealed conditions are encountered (including but not limited to unknown utilities, unsuitable soils, groundwater, obstructions, or non-standard site conditions), the Designated Officer may revise the cost and required work scope accordingly.
- 6.14 The Designated Officer may, in writing, approve an upset limit on the amount payable by an owner for reconstruction of a residential service connection of 20 mm or smaller, where the Designated Officer determines such a limit is warranted. All other reconstructions are strictly cost recovery.
- 6.15 Where it can be determined that water and sewer services from the service main(s) to a Premises are located in a common trench and are at end of life or otherwise require replacement to modern standards, the City shall require that the water and sewer services be replaced at the same time as a single coordinated work. Such shall be known as the Standard Extents for service connection replacement.
- 6.16 The cost identified will be considered firm unless pursuant to clause 6.13(d), and there will be no additional charges to the owner. The owner has the option of monthly payments over a four-year period (48 payments). No interest will be incurred on amounts owed over the four-year period. Any unpaid accounts after four years will be forwarded to the property tax account. The costs identified are due following the completion of work.

7. GENERAL SERVICE CONNECTION REGULATIONS:

- 7.1 Every customer shall keep the service connection accessible and protected from freezing at their own risk and expense.
- 7.2 The owner shall keep the curb stop cover maintained at finished grade and clearly visible, and shall keep it free of obstructions including landscaping, structures, or other materials that prevent timely access for operation or emergency response.
- 7.3 A temporary water service may be provided upon express written approval of the Designated Officer. Such service will not be turned on until fees established by the City are paid.
- 7.4 Non-metered water usage from any fire hydrant is prohibited without first obtaining express written approval from the Designated Officer and all requirements of such application being met.
- 7.5 No booster pump or device will be connected to a main or service connection without the express written approval of the Designated Officer.
- 7.6 Pursuant to section 18 of *The Cities Act* (or any amendments thereto), City Council may enter into agreement with customers for the provision of services to properties located outside City limits. Such agreements shall provide for the appropriate rates and any other charges deemed appropriate. In addition, all costs of connecting the utilities and maintaining connections will be paid by the customer.

- 7.7 No customer shall alter or tamper with any service connection.
- 7.8 No customer shall use any alternate source of water supply other than the City water system without first obtaining the express written approval of the Designated Officer. Private groundwater wells cannot be used in conjunction with City water and are not permitted with the exception of surface drainage system(s) or subsoil drainage system(s) as defined within this Bylaw.
- 7.9 Any groundwater well that is abandoned or no longer in use shall be decommissioned by the owner of the property on which the well is located in accordance with the Saskatchewan Water Well Decommissioning Standard.
- 7.10 The City may consent to the use of an alternate supply subject to the terms and conditions deemed necessary by the Designated Officer and may set a limit on the time period it may be used.

8. **MAINTENANCE OF SERVICE CONNECTIONS:**

- 8.1 Localized repairs to services on private property will be charged at the cost recovery rate. Any inspection, assistance, or localized repair work undertaken by the City under this section does not alter the owner's responsibility for service connections and plumbing on private property, and the City's inspection of this infrastructure is discretionary. If the repair requires replacement of the entire service, then conditions outlined in Sections 6 of this Bylaw apply.
- 8.2 **Blocked Sanitary Sewer Service (Residential Properties Only):**
- a) Upon notification of a sanitary sewer service back-up City staff will inspect the main attached to the connection for blockage. If the main is free of obstruction, the owner is requested to call a licensed plumber to clear the sanitary sewer service connection. Any other obstruction in the service connection removed by a plumber will be the responsibility of the owner.
- b) An owner can employ the City of Yorkton to replace sanitary service connection at a flat rate as defined in the Water and Sewer Rates Bylaw. Sanitary sewer service installed by the City have a 15-year warranty period from the date of install.
- 8.3 **Lead Water Service Connection Replacement:**

Where the City determines that a lead water service connection exists, the City may require replacement of the lead water service connection, in whole or in part, where necessary for public health protection, system integrity, or coordination with municipal infrastructure work. The Designated Officer may establish the scope, method, and timing of replacement, and may impose reasonable conditions. Where the Designated Officer does not require replacement under this clause, the Lead Water Service Connection Replacement Program shall operate under customer driven participation, subject to the

following terms and conditions:

- a) When applicable infrastructure work overlaps with an existing lead service connection, the City will approach owners to participate in the Lead Water Service Connection Replacement Program. Participants in this program will have the replacement of lead water and other necessary service connections subsidized by the City when they enter into an agreed upon contract. Cost to participate in this program will be at a flat rate identified in the Water and Sewer Rates Bylaw.
- b) The City retains the right to initiate this program in circumstances where applicable infrastructure work is not occurring.
- c) The standard extent of service line replacement work will include full replacement of both Lead Water and Sanitary Sewer Service Connections. Any deviation from this standard must be done with the express written approval of the Designated Officer.
- d) Where an owner declines to participate in the Lead Water Service Connection Replacement Program when approached under clause 8.4(a), the owner shall be deemed to have permanently waived eligibility for the subsidized rate. Any future replacement of the lead water service connection shall be undertaken at the full cost identified in the Water and Sewer Rates Bylaw unless express written approval is obtained of the Designated Officer.

8.4 Frozen Water Connection Thawing Service:

- a) When a water connection freezes underground for the first time, the City will arrange thawing services free of charge between 7:00 a.m. and 3:30 p.m., any day of the week, including weekends. If the occupant requests thawing services outside of these hours for the first freeze, a flat rate charge, as outlined in clause 6.6 will apply. At such time the occupant is advised to run the water continuously thereafter to prevent further freezing. Billing will be based on an estimated reading until the continuous run is discontinued.
- b) If the water connection freezes a second or subsequent time, the responsibility for thawing shall shift to the occupant, including all associated costs.
- c) If a water line is frozen inside of a premise, the customer will be directed to contact a certified plumber, any costs associated with this work shall be the customer's responsibility
- d) Heat tapes and all piping in the hook-up culvert for trailers are considered part of the home owner's internal plumbing and are the responsibility of the owner. It is the homeowner's responsibility to ensure proper accessibility to the meter valve located under the trailer.
- e) The City reserves the right to conduct inspections of any premises with water connections that are/have historically been on continuous run advisement. Such

inspections may occur at any time to assess the risk of freezing. These inspections may include evaluations of the premises and any related infrastructure as deemed necessary by the City.

- f) Where in the opinion of the City any water meter, fixture or pipe is insufficiently protected from extreme temperature, including frost or hot water, the City may terminate the supply of water, upon notice in writing to the customer stating the danger to the meter, fixture or pipe.

8.5 Water Service Connection Off and On:

If an occupant requests a water connection to be turned off and on during normal working hours of 7:00 a.m. to 3:30 p.m. on any business day, a flat rate as identified in the Water and Sewer Rates Bylaw will apply. Any requests made outside normal working hours will be charged at a cost recovery rate. The City of Yorkton will require two business days (48-hours) notification prior to performing a service activation or deactivation (off/on). Exception will be made for emergencies only.

9. WATER ACCOUNTS:

- 9.1 Every application to open a new customer account shall be accompanied by an account activation fee set out in the Water and Sewer Rates Bylaw, except for those subject to clause 10.4.
- 9.2 All bills, charges and accounts are due and payable upon receipt and shall be based on the general rates and charges as set out in City Bylaws and any related amendments.
- 9.3 The failure of a customer to receive a bill, statement, or notice of account does not relieve the customer from responsibility to pay all charges due under this Bylaw. Where a customer is receiving water service and has not received a bill or statement, the customer shall promptly contact the City to ensure the account is active and current.
- 9.4 A water shut off may occur if payment is not received after thirty (30) days of bill being issued.
- 9.5 Fees collected under the provisions of this bylaw are credited to the Water Utility revenue account and will be used solely for payment of capital, operational, reserve and maintenance costs of the utility.
- 9.6 Where a security deposit is required, the deposit shall be paid in advance, prior to account activation.
- 9.7 Fees collected for security deposits are credited to the utility deposits general ledger account.
- 9.8 When a customer ceases use of the utility, and any charges remain unpaid; the City will apply the amount of the water meter deposit against the unpaid account, and if any remaining deposit balance is available, it will be refunded to the customer.

- 9.9 In case of default of payment, the City may enforce payment by:
- a) shutting off the service connection;
 - b) action in court of competent jurisdiction;
 - c) distress and sale of goods and chattels of the owner or as authorized under *The Cities Act*; and/or
 - d) under provisions of *The Cities Act*, apply the charges against the owner.
 - e) Submitting the account to a credit agency, or collections
 - f) In addition to any other remedies available to the City, any arrears owing in respect of water service may be recovered by the City in the manner authorized by applicable legislation, including application of the arrears to the tax roll for the property to which the charges relate, as permitted by the Cities Act.
- 9.10 In the event a service has been disconnected due to default in payment, the customer shall, in addition to payment of the overdue account, pay to the City a cost recovery rate for turning the service off. Prior to the City returning to turn the service on, the customer shall make suitable arrangements with the City. If it is requested that the service be reconnected, cost recovery rates apply and will be added to the water bill.
- 9.11 Restoration of water service may be refused by the City until all amounts owing are paid in full, or until payment arrangements acceptable to the City have been made.
- 9.12 In the event a customer has an amount owing from a previously unpaid account, no new account will be setup in their name until the old balance is paid (except in cases pertaining to section 10.6 below).
- 9.13 Costs associated with the collection of delinquent accounts shall be added to the outstanding balance.
- 9.14 If a customer detects an internal plumbing leakage problem and a billing adjustment is warranted, the City is to be notified immediately. It is the customer's responsibility for all plumbing within the premise.
- 9.15 The City shall perform a consumption test to ascertain if the problem is fixed. If an adjustment is warranted, only the most recent bill will be adjusted. The City shall only adjust an account one (1) time as an incentive for water conservation. In the event the adjustment is disputed, the City will conduct a review and the City's decision is final. Adjustments are available for all accounts.

10. LANDLORD TENANT SERVICE ACCOUNTS

- 10.1 In this section, "Landlord" means an Owner who rents a property to a "Tenant," and "Tenant" means an Occupant, where the property is served by a separate water meter.

- 10.2 In properties where one water meter services multiple units, the water account shall remain in the name of the Landlord, where the Landlord is subject to all applicable fees and charges.
- 10.3 In properties where one water meter services a single unit, or multiple units with separate water meters, the account may be setup under the name of the Tenant. Under all tenant accounts, the City will automatically transfer the utility services account into the Landlord's name upon notification that the Tenant(s) are vacating the premises or that the Tenant(s) has requested discontinuation of water service. The Landlord will then be responsible for all utility services charges incurred from that date until another notification for application of service is made.
- 10.4 Where an account is transferred into the Landlord's name pursuant to the automatic transfer of utility services under section 10.3, excluding the initial property purchase, the City will not apply the Account Activation Fee identified in the Water and Sewer Rates Bylaw.
- 10.5 If a Tenant(s) utility services account is eligible for disconnection under subsections or clauses within this Bylaw, the City shall, on the date the utility account is or would have been deactivated, automatically transfer the subject account into the name of the Landlord and shall notify the Landlord of the same.
- 10.6 When an account is transferred from a Tenant(s) to a Landlord, under sections 10.3, 10.4, 10.5:
- a) The Tenant(s) remains responsible for any outstanding balance on the account at the time of transfer, and any deposit paid by the Tenant(s) will be applied to that final balance. However, in the event the deposit does not cover the balance owing, and the tenant fails to pay the remaining balance owing after 30 days, the amount will be transferred to the tax account of the service address.
 - b) Upon transfer of the account into the Landlord's name under sections 10.3, 10.4, or 10.5, the Landlord will assume all rights and liabilities associated with the account from the effective date of transfer forward, including all utility services charges incurred from that date until the account is transferred again or terminated in accordance with this Bylaw.
 - c) All balances transferred to the property tax account of the service address will form the taxes owing on the property and be subject to all applicable interest charges, penalties, and tax enforcement proceedings.
 - d) Where an amount is transferred to the property tax account of the service address under clause 10.6(a), the City will make reasonable efforts to notify the Landlord of the amount transferred and the date of transfer
- 10.7 If the City determines that a tenant property is frequently at risk of tenancy delinquency, the City may refuse to register a utility account for the property in the name of any party other than the Landlord. This determination shall remain in effect for the utility account servicing the property until:

- a) a change in property ownership occurs, or;
- b) authorization to reverse the determination is provided by the Director of Finance or their authorized designate.

10.8 The Landlord shall be responsible for all utility services charges incurred on accounts transferred into the Landlord's name pursuant to this section from the effective date of transfer forward, and acknowledges that the City's normal remedies for failure to pay outstanding accounts shall apply. The Landlord further acknowledges that amounts transferred to the property tax account in accordance with clause 10.6(a) form part of the taxes owing on the property and are subject to applicable tax enforcement proceedings.

10.9 The Tenant(s) acknowledge that their personal information may be used to collect any debts owing, and that any utility balances owing may be reported to their Landlord in the event of delinquency.

10.10 Notwithstanding this section if a Landlord:

- a) fails to respond to communications from the City regarding water service within the specified timeframe; or
- b) fails to properly maintain any portion of the property related to its plumbing system or water service, as determined by the City; or
- c) violates any provision of this Bylaw; or
- d) and if the utility services account for the property is overdue, regardless of whether the Landlord is the customer;

The City may, at its sole discretion, add the amount of the overdue water service account to the property taxes for the service address in question. This is in addition to the City's right to enforce payment under Section 9.9.

11. TERMINATION, RESTRICTED USE OR INTERRUPTION OF SERVICE:

11.1 Wherever practical, reasonable notice of the intention to shut off a water service will be given.

11.2 The Designated Officer may request the declaration of mandatory water use restrictions when they determine that, for any reason, the City is not or may not be, able to maintain a sufficient supply of water to meet the health and safety needs of the citizens without imposing such restrictions. Such request shall be submitted in writing to the City Manager or their authorized designate.

11.3 Upon the approval of the request under clause 11.2, the City may limit, restrict, regulate and invoke emergency measures for water conservation, including restrictions on the hours during which water may be used for any purpose whatsoever. Once approved, the City Clerk or their authorized designate, will cause public notice to be given by

publishing such notice using whatever means the City Manager may deem advisable. Such notice will advise that during the periods specified no person will use water for the purpose set out in the notice and that any person who violates the regulations as set out in the notice will be subject to the penalties hereinafter provided.

- 11.4 The City maintains the right to restrict the use of water and/or limit the amount of water to any customer although no limit may be stated in the application for such use.
- 11.5 In cases of emergency or water shortage, the City may shut off the water for any manufacturing, processing or any other uses.
- 11.6 The City may declare mandatory water use restrictions when they determine that, for any reason, the City is not or may not be able to maintain a sufficient supply of water to meet the health and safety needs of the citizens without imposing such restrictions.
- 11.7 Mandatory water use restrictions may include any or all of the following:
- a) Prohibiting or limiting the hours and days during which lawns or gardens may be watered;
 - b) prohibiting the washing of motor vehicles outdoors; and
 - c) such further or other water use restrictions as may be necessary in the circumstances.
- 11.8 A declaration announcing mandatory water use restrictions shall remain in effect for the period of time set out in the declaration, unless sooner terminated or extended by the Designated Officer, such period of time to commence and be effective from the time specified in the declaration. The City shall inform the general public of the existence of a declaration of mandatory water use restriction using whatever means the City may deem advisable.
- 11.9 The Designated Officer shall report each such declaration of mandatory water use restriction to the next City Council meeting following the declaration.
- 11.10 A person who contravenes the mandatory water use restriction is guilty of an offence punishable by section 13 of this bylaw.

12. RESPONSIBILITY OF OWNER / CUSTOMER:

This Section applies to the owner or customer of any property.

- 12.1 A customer intending to vacate a premise supplied with water and wishing to deactivate water service must give reasonable notice by contacting the Water Billing Department.
- 12.2 Whenever a premise supplied with water is vacated, the owner will turn off the nearest downstream isolation valve from the water meter on the inside of the building effectively deactivating water service at the water metering point.

12.3 The Customer shall be liable and responsible for payment of all charges up to and including the date upon which said notice has been filed with the Water Billing Department.

12.4 When a water service has been deactivated for any reason, service will not be reactivated without prior authorization by the Water Billing Department. The City reserves the right to disconnect the supply of the water for any reason including, but not limited to, the following:

- a) failure to open an account
- b) refusal of entry
- c) fraudulent misrepresentation on behalf of the customer
- d) non-payment of a bill
- e) excess leakage or wastage of water
- f) contamination or potential contamination
- g) theft of water or tampering with the meter or seal
- h) insufficient protection of a meter, or service connection from freezing or other sources of damage; and/or,
- i) contravention of any legislation, section of this Bylaw, policies, code or regulations as amended from time to time.

Water service shall not be resumed until such protection measures have been implemented to the City's satisfaction.

12.5 Notwithstanding Section 11.1, the City may interrupt, restrict, or discontinue water service without notice where, in the City's opinion, interruption is required to respond to an emergency, to protect public health, to prevent damage to infrastructure or property, or to construct, repair, maintain, replace, or connect waterworks infrastructure. Where practical, the City will make reasonable efforts to notify, and where feasible, supply temporary potable water and sanitary sewage services to affected customers.

12.6 Customers affected by a maintenance shut off will be notified of the impending shut off, subject to clause 11.1.

12.7 In the case of a service being shut off for any reason and an owner requires uninterrupted service, the owner shall make arrangements with the City for an alternate supply if practical, and any costs will be paid by the owner.

13. LIMITATION OF LIABILITY:

- 13.1 The City does not guarantee the quantity, quality, pressure, or uninterrupted supply of the water and the customer undertakes to hold the City harmless from all claims, losses and damages therefrom.
- 13.2 Any water supplied by the City from the waterworks system to an applicant shall only be supplied on the condition that the applicant shall make no claim against the City, its officials, employees or agents except with respect to damage caused by the negligence of the City, its officials, employees or agents acting within the scope of their employment, as the case may be. It is a further condition of supply to the fullest extent permitted by law that the applicant shall make no claim for any indirect, incidental or consequential damages, including but not limited to, lost profits. Not to limit the generality of the foregoing, neither the City, its officials, employees nor agents shall be liable for:
- a) actions based on nuisance;
 - b) actions in respect of personal injury, death or property damage related to the presence of any substance or material in the water or the waterworks system; or
 - c) actions in respect of damages related to the interruption or termination of services or failure or refusal to provide services, for any reason whatsoever, whether or not notice was provided.
- 13.3 Services shall only be supplied on the condition that the applicant shall indemnify and save harmless the City, its officials, employees and agents from and against all claims arising by reason of the supply of water services, excepting those claims caused by negligence as described in clause 13.2. Not to limit the generality of the foregoing, as a condition of service, the applicant shall indemnify and save harmless to the fullest extent permitted by law the City, its officials, employees and agents from and against claims for personal injury, death or other types of claims whatsoever brought by the applicant or any third party arising directly or indirectly from:
- a) the use by any person of the applicant's services;
 - b) the provision of services at any premises owned or occupied by the applicant or any person to whom the applicant is an agent;
 - c) the failure of the waterworks system, the services connection, the meter, or any part of such service, system or meter or any appurtenance thereto affecting the applicants service; or
 - d) the interruption or termination of services or the failure or refusal to provide services to the applicant for any reason whatsoever, whether or not notice was provided.
- 13.4 In all places where the waterworks system is connected with hot water boilers or heating, cooling or other such equipment, the customer and the applicant shall ensure that suitable and sufficient devices are utilized to prevent damage to such equipment and to

remove danger from collapse, explosion or otherwise if water services are interrupted, terminated or there is any variation in pressure.

13.5 All customers shall be required to install backflow prevention devices in accordance with, and as amended from time to time:

- a) The National Plumbing Code of Canada, 2020;
- b) The Public Health Act of Saskatchewan;
- c) The Private Sewage Works Regulations; and
- d) CAN/CSA – B64.10.01 – Manual for the Selection and Installation of Backflow Prevention Devices.

To prevent the risk of steam, hot water, or other materials being forced backward through a water service connection, a detailed plan of the backflow prevention assembly and its installation must be submitted to the City within thirty (30) days of installation.

13.6 In the event the Customer neglects or fails to comply with clauses 13.4 or 13.5, and such neglect or failure causes or contributes to damage to any property, works, or equipment of the City; and/or any cross-connection, backflow, contamination event, or other incident arising from the Customer's plumbing system or premises; the Customer shall reimburse the City for all reasonable costs incurred by the City to inspect, secure, repair, replace, remediate, and respond to the incident, including sampling, flushing, investigation, and restoration activities.

- a) The Customer shall indemnify and hold the City harmless from claims, losses, damages, costs, and expenses (including claims for bodily injury or death) arising from that neglect or failure, except to the extent caused by the negligence of the City.

13.7 The City or its representatives will not be liable for any damages or costs incurred resulting from the loss of supply, pressure or suddenly shutting off the supply of water from any premise, building, boiler, processor or manufacturer deriving its supply from the City, either with or without notice.

13.8 All backflow prevention assemblies, required in accordance with this Bylaw, shall be inspected and tested at the expense of the customer upon installation and annually thereafter with certification submitted to the City via authorized means.

- a) If a device is defective, it shall be replaced.
- b) All repairs, testing and replacement shall be at the customer's expense.
- c) Failure to have testing done, failure to replace a device, or if a device is tested as defective, may result in discontinuation of service.

13.9 All building sprinkler systems must be installed and inspected in compliance with all

codes and regulations such as the National Fire and Building Codes or it's designate.

13.10 The City shall not be liable for damages:

- a) Caused by the break of any water main, service, meter, private service, attachment or the breaching of any ditch in the repair or installation thereof.
- b) Caused by the interference or cessation of water supply necessary in connection with the repair or proper maintenance of the systems.
- c) For any accident due to the operation of the City waterworks system unless such costs or damages have been shown to be directly due to the negligence of the City or its employees.

14. OFFENCES AND PENALTIES:

14.1 No person shall:

- a) place any harmful, poisonous, offensive or deleterious matter within 185 metres from any reservoir, well, or test hole;
- b) bathe, swim or discharge any sewage or in any way foul or contaminate the City water supply, storage and treatment;
- c) connect anything to the waterworks system which may cause the City's water or sewage supply to become contaminated.

14.2 No person other than the City shall turn on a service connection to a premise or operate a curb stop.

14.3 No person except the City, those having express written approval or members of the Yorkton Fire Protective Services, in case of fire or approved training and testing, shall open, close, interfere, place any obstruction close to any hydrant, gate valve or any type of service connected to the waterworks system.

14.4 No person except the City or those acting with express written approval granted by the Designated Officer, will tap or make any connection whatsoever with any of the public water mains or private pipes in the City.

14.5 A person shall not:

- a) damage, deface, tamper or interfere with any structure, building equipment or any other part of the City's waterworks system;
- b) willfully or maliciously hinder or interrupt, the City, its contractors, servants, agents, or employees in the exercise of any of the powers and duties related to the waterworks system and authorized or contained in this bylaw;

- c) break, cause or permit the breaking of any seal on any hydrant, meter, pipe, valve or other appurtenance of the waterworks system;
- d) fail to notify the City of a broken seal on a meter, pipe or appurtenance thereto;
- e) fail to protect a meter from frost or any other damage;
- f) remove or cause the removal of ground cover above any part of the waterworks system or a water service connection which reduces coverage to less than 2.5 metres from the grade;
- g) install or cause the installation of a pump to increase water pressure on a water service connection other than with the written approval of the Designated Officer;
- h) waste water or supply water for the use or benefit of others or for dilution;
- i) hinder, obstruct or interfere with persons acting under the instructions of either in the lawful exercise of their duties under this Bylaw or *The Cities Act*.
- j) make a fraudulent misrepresentation, or represent oneself as a City-designated officer, City agent, or authorized contractor for the purposes of this bylaw, when not so authorized; or
- k) use water contrary to the "Restricted Use" provisions as established.

14.6 Every person who contravenes any clauses of this bylaw is guilty of an offence and liable on summary conviction to a fine not exceeding Five Hundred (\$500) Dollars.

14.7 The following procedure shall apply for offences committed under clauses 13.2 - 13.5 of this bylaw:

- a) When the City has reason to believe that a person has contravened clauses 13.2 - 13.5 of this bylaw, the Bylaw Enforcement Officer, Community Safety Officer, or the R.C.M.P. may issue a Notice of Violation to every person committing an offence. This notice shall require the person to pay to the Director of Finance.
- b) If payment of the fine as provided for in this section is made prior to the date when the person contravening the bylaw is required to appear in court to answer the charge, the person shall not be liable for prosecution of the offence;
- c) No person who is convicted of an offence for non-compliance is relieved from compliance with an order, and the convicting Judge shall, in addition to any fine, order that person to do, within a specified period of time, any act or work necessary to remedy the non-compliance;
- d) Where damage is done to property by an unlawful act under this bylaw, the presiding Judge may adjudge payment of all damages occasioned by the unlawful act and the same shall be applied for the reparation and reconstruction of the

property damaged or destroyed.

- 14.8 Every person who contravenes any other provision of this bylaw is guilty of an offence and liable on summary conviction to a fine of:
- a) In the case of an individual, to a fine of not less than \$1,200 and not more than \$10,000.00 or imprisonment for not more than one (1) year or both; and
 - b) In the case of a corporation, to a fine of not less than \$2,000 and not more than \$25,000.00; and
 - c) In the case of a continuing offence by an individual or corporation, to a maximum daily fine of not more than \$2,500 for each day or part of a day during which the offence continues.

14.9 If a person is found guilty of an offence against this bylaw, the court may, in addition to any other penalty imposed, order the person to comply with this bylaw or a license, permit or other authorization issued under this bylaw, or a term or condition of any of them.

15. SEVERABILITY:

15.1 If any section, subsection, sentence, clause, phrase or other portion of this bylaw is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, that portion shall be deemed a separate, distinct and independent provision and the holding of the Court shall not affect the validity of the remaining portions.

16. REPEAL OF OTHER BYLAWS

Bylaw No. 4/2022, is hereby repealed.

17. EFFECTIVE DATE OF BYLAW

This bylaw shall come into force and take effect on July 1, 2026.

MAYOR

CITY CLERK

Introduced and read a first time this 30th day of March, A.D. 2026.

Read a second time this 20th day of April, A.D. 2026.

Read a third time and adopted this 20th day of April, A.D. 2026.