

**A CONSOLIDATION OF A BYLAW OF THE CITY
OF LETHBRIDGE TO PROVIDE FOR THE REGULATION
OF THE ELECTRIC SYSTEM WITHIN THE
CITY OF LETHBRIDGE**

WHEREAS it is expedient to make provisions for the management and control of the Electric System of the City of Lethbridge;

AND WHEREAS the legislature of the Province of Alberta has passed the ELECTRIC UTILITIES ACT, as amended from time to time;

AND WHEREAS the City of Lethbridge having constructed, operated and maintained an Electric System and where provided for by legislation, is a wire services provider within the corporate boundaries of the City of Lethbridge;

NOW THEREFORE, THE COUNCIL OF THE CITY OF LETHBRIDGE, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, HEREBY ENACTS AS FOLLOWS:

1.0 Bylaw 5613 the City of Lethbridge "Electric Utility Bylaw" is hereby enacted.

Related Bylaws shall be read together with, or form part of, this Bylaw.

Where the terms of this Bylaw conflict with the provisions of any other Bylaw of the City of Lethbridge, this Bylaw shall prevail.

Where terms of this Bylaw conflict with Provincial or Federal Legislation, Provincial or Federal Legislation shall prevail.

2.0 The following definitions shall apply in this bylaw:

"ACCOUNT" means an agreement between the Applicant and the City of Lethbridge for the provision of Utilities.

B/L5963
23/11/15

"AUC" means the Alberta Utilities Commission as established by the Alberta Energy and Utilities Board (now the Alberta Energy Regulator).

"AGREEMENT" means an agreement entered into between the City of Lethbridge and a Person for the provision of goods or services.

“APPLICANT” means the owner or occupier of a specific property for which Utilities are requested or provided.

“APPLICATION” shall mean the application made by an Applicant to the City for the supply of Utilities.

"CITY" means the Corporation of the City of Lethbridge or the area contained within the boundaries thereof, as the context requires.

“CITY COUNCIL or COUNCIL” means the Council of the City of Lethbridge.

"CITY MANAGER OR MANAGER" means the City Manager of the City of Lethbridge as appointed by City Council; and includes any person authorized by the City Manager to act for or carry out the duties herein to the extent that authorization is given.

"CUSTOMER" in any reference to the Bylaw 5613 means a person purchasing electricity for the person's own use. In any reference to Schedule "D" means any person, corporation or organization who has entered into a contract with the City for Utility Provision at a particular premises, or who is the owner or occupant of any premises connected to or provided with a Utility.

B/L5963
23/11/15

“DISTRIBUTION TARIFF means provision of access to the WSP distribution system and the provincial transmission grid. It includes Terms and Conditions for Distribution Services. It also includes pricing for Transmission (transmission Access Service) and Distribution (Distribution Access Service).

“ELECTRICITY SERVICES” as defined in the EUA and “DISTRIBUTION SERVICES” shall have similar meaning in accordance with Terms and Conditions for Distribution Services found in the Tariff Schedule.

“ELECTRIC SYSTEM” means the WSP physical facilities, without limitation, transmission and distribution lines, substations, wires, transformers, meters, meter reading devices and other electrical apparatus.

“ELECTRIC UTILITY” as defined in the EUA and “Utility” shall have similar meaning.

“EUA” means the Electric Utilities Act, S.A. 2003 as amended from time to time and the definitions contained therein. Definitions in this by-law shall have similar meaning.

“FEES” refer to charges for periodic direct services which are not included in Rates.

“INDEPENDENT SYSTEMS OPERATOR (ISO)” as established by the Electric Utilities Board and defined in the Act. Currently the ISO is the Alberta Energy Systems Operator (AESO).

“LANDLORD AGREEMENT” is a contract that will enroll a landlord as the customer for Utility Provision when there is a vacancy at a premises owned by said landlord.

“LWSP” means The City of Lethbridge WSP and its Agents.

“OWNER” as defined in the EUA.

“PENALTY DATE” shall mean the current bill date plus 23 days.

“PERSON” includes an individual, unincorporated entity, partnership, association, corporation, trustee, executor, administrator or legal representative.

“PREMISES” means any land, building or part of a building supplied with Utility by the City.

“RATES” refers to charges for the provision of Transmission, Distribution and Regulated Rate services.

“REGULATED RATE TARIFF” refers to tariffs for the provision of services in accordance with the Regulation known as Regulated Default Supply Regulation and/or Regulation Rate Option Regulation.

“RETAIL SERVICES AGENT” means the City of Lethbridge Utility Services as pertaining to customer services, billing and accounts receivable.

B/L 5963
12/11/15

“TRANSMISSION TARIFF” means the tariff access charges as approved by the AUC.

“TREASURER” means the Director of Corporate Services of the City, or an agent or City employee authorized by such Director to act on behalf of the Director.

“UTILITY” AND “UTILITY PROVISION” means the provision of electric services.

“UTILITY SERVICES” means the provision of retailing billing and customer care services on behalf of the Utilities.

“WSP” means Wire Services Provider.

3.0 GENERAL

3.1 LWSP shall be responsible to make reasonable efforts to provide Electricity Services to a customer’s facility.

B/L 5963
23/11/15

3.2 As provided by legislation, LWSP

- provides for the supply of electricity to eligible customers through the Regulated Rate Tariff;
- complies with direction from the Independent System Operator;
- submits a transmission tariff for approval to the AUC;
- operates and maintains the transmission facility;
- operates and maintains the distribution system;
- provides transmission and distribution access services to customers, and
- prepares and manages a distribution tariff.

4.0 AUTHORITIES and ADMINISTRATION

4.1 Council shall approve all amendments to this Bylaw.

4.2 Council shall approve the Distribution Tariff including the Rate Schedules and the Terms and Conditions of Electric Service.

4.3 Council shall approve the Regulated Rate Option Tariff.

4.4 The Manager is responsible for the administration and enforcement of this Bylaw.

4.5 For the purposes of administering or enforcing the provisions of this Bylaw, the Manager may delegate powers to one or more employees of the City and the said employees shall be deemed authorized agents of the Manager.

4.6 LWSP, subject to the control of the Manager, shall have authority and control over all works and operations of the Electrical System.

B/L 5963

23/11/15

4.7 LWSP shall file a Transmission Tariff with the AUC and that tariff shall include rates and Transmission Terms and Conditions.

4.8 LWSP will establish electric utility standards, guidelines and specifications for the design, construction, operation and maintenance of the Electric System.

4.9 LWSP shall enforce tariffs, terms and conditions, fee schedules, electric standards, guidelines and specifications as necessary for the operation and maintenance of the Electric System.

4.10 LWSP shall enter into agreements as required for the LWSP to perform the functions required of it as an Owner as defined by the EUA.

4.11 LWSP will approve fees for electric services.

4.12 No agent, representative or Employee, agents and representative of the LWSP has authority to make any promise, agreement or representation not incorporated herein, and any such promise, agreement, or representation not so incorporated shall bind the City.

5.0 APPLICATIONS

5.1 Any Person desiring to be supplied with Electricity Services shall do so as provided for in the Terms and Conditions for Electric Services.

5.2 Any Person desiring to be supplied with energy through the Regulated Rate Option shall do so as provided for in the Terms and Conditions for Electric Services.

5.3 Any Person who enters an agreement with the City of Lethbridge for the provision of Utilities shall do so as provided for in Schedule "D".

5.4 LWSP shall be entitled to presume that any signature to any application for electricity services is the signature of the proposed consumer or his authorized agent.

6.0 REPEAL OF BY-LAWS

6.1 Bylaw 5351 and amendments thereto is hereby repealed.

6.2 This Bylaw shall come into full force and effect on January 1st, 2017.

B/L 6022
28/11/16

B/L 6022

Last Revised: Nov. 28, 2016

Effective: Jan. 1/17

SCHEDULE “D”

CUSTOMER ACCOUNT TERMS AND CONDITIONS

General Provisions

1. The application when accepted by the Retail Services Agent shall be a contract between the customer and the City by which the customer agrees to be bound by all the provisions of this bylaw or any other bylaws or regulation of the City in connection with the supply of Utility Provision within the City of Lethbridge. The said contract shall not be transferable.
2. A site owner, landlord or tenant shall apply for Utility Provisions and the applicant will be considered the Customer. During periods where no customer has an active Account for Utility Provision for a Premise, the Premise owner or landlord will be considered the Customer. Fixed charges will not be discontinued for short term vacancies or during the period of a temporary disconnect of services.
3. In a landlord-tenant situation, the application fee will be waived when the Premise owner or landlord is signed on for Utility Provision for the Premise.

Application

4. Any applicant who requires Utility Provisions shall apply to the City and pay an application fee of \$20.00. The applicant may be required to sign an application or a contract for service, to supply information with respect to load and the manner in which the services will be utilized, and credit references.
5. The utility account shall be set up:
 - a. In the name of the owner of the property to which the utilities are to be supplied, or;
 - b. In the name of the purchaser of a property who is entitled to occupy the premises, or;
 - c. Where there is evidence of a landlord-tenant situation, in the name of the tenant or;
 - d. In the name of the general contractor in the case of a new building under construction.
6. An application shall be supported by such identification and legal authority of the applicant as the Retail Services Agent may require.

B/L 6022

Last Revised: Nov. 28, 2016

Effective: Jan. 1/17

7. Upon making application, providing all information required by the City, and paying the application fee, deposit and any other sums herein required, there shall thereupon be a binding agreement between the customer and the City, for the Utility applied for, and the provisions of the application and this bylaw shall constitute the terms and conditions of such agreement.
8. Where the applicant is indebted to the City for any Utility Provisions previously provided by the City, the applicant may not be allowed to complete their application, or be entitled to receive Utility Provisions, until satisfactory arrangements have been made for payment of such outstanding account and any deposit required.

Deposits

9. No deposits are required in order to establish a utility account where:
 - a. The applicant has had a utility account with the City of Lethbridge over the past 12 months and has a satisfactory credit history or;
 - b. The applicant can establish and maintain a credit worthiness satisfactory to the City of Lethbridge or;
 - c. The Retail Services Agent waives the requirement for a deposit.
10. Before obtaining a utility account or commercial landfill accounts, applicants who are not in the foregoing categories shall pay all arrears or previous balances owing, and shall also provide a guarantee of payment in the form of a cash deposit or irrevocable letter of guarantee from a financial institution, in a form suitable to the City, in the amount equal to the greater of:
 - a. 2 times the average monthly utility bill for the premises over the past 12 months for utility accounts; or,
 - b. \$150 for each metered utility; or,
 - c. 2 times the estimated monthly landfill billing for commercial landfill accounts
11. The Retail Services Agent may waive the requirement for a deposit or adjust those requirements as appropriate to the perceived credit worthiness of the applicant.
12. Interest on each customer's cash security will be calculated using a prescribed rate set by the City Treasurer. Simple interest will be calculated annually and then the interest will then be credited to the customer's utility bill when the deposit is credited to the account.

B/L 6022

Last Revised: Nov. 28, 2016

Effective: Jan. 1/17

13. The utility account deposit paid by such customer will be refunded with any accrued interest that has not already been credited to the customer's account when the customer has:
 - a. has maintained an account with the City of Lethbridge for the past 12 months and has a satisfactory credit history or;
 - b. established and maintains a credit worthiness satisfactory to the City of Lethbridge or;
 - c. terminated their contract,

14. A customer has a satisfactory credit history with the City when the customer has:
 - a. been issued no more than ONE (1) disconnect notice,
 - b. not had utilities disconnected for non-payment of account, and
 - c. made no more than ONE (1) dishonoured payment to the City for utilities

in the preceding twelve (12) months.

15. Should a customer's bank refuse to honour a payment because of non-sufficient funds or any other reason the customer's account will be charged a \$45.00 handling fee plus any other penalties or charges resulting from late payment. The Retail Service Agent may waive this charge at their discretion.

PAYMENT OF UTILITY ACCOUNTS

16. Invoices for Utility Provisions shall be forwarded monthly to the customer and shall be payable at the office of the Retail Services Agent and such other places as may be designated by him.
17. Final Utility accounts with debit balances or credit balances less than or equal to \$2.00 will not be collected or refunded.
18. Invoices shall be deemed rendered and other notices duly given when delivered to the customer personally, when mailed to or left at the premises where the Utilities are provided, or the last known address of the customer, or when e-mailed to the customer.
19. All charges and rates payable under this Bylaw shall be paid to the office of the Retail Services Agent and the collection of all disbursements connected with the operation of the Utility and supervision of books of account shall be under the immediate control and direction of the Retail Services Agent.

B/L 6022

Last Revised: Nov. 28, 2016

Effective: Jan. 1/17

20. The Retail Services Agent shall be promptly notified of all connections made or of any discontinuance of Utility Provisions so that the proper charges or allowances may be made against or to any person or persons liable to pay for the Utility Provisions consumed or who is entitled to a refund where the Utility Provisions are disconnected. The Retail Services Agent may base the final charge for service on an estimated meter reading which will be prorated from the time of an actual meter reading.
21. Where any service rate or charge is designated by reference to a certain period of time, the charge for a lesser period of time shall be calculated on a proportionate basis.
22. An administration fee of \$7.00 will be charged for each utility invoice issued. The Retail Services Agent shall attempt to consolidate the utility service charges associated with one premises on a single invoice.
23. A credit of \$1.00 will be applied to each utility invoice issued where an administration fee is applicable and the customer has selected the electronic utility invoice option in lieu of a paper invoice.
24. The entire utility account invoice is due and payable when rendered.
25. If the utility account invoice is not paid on or before the penalty date the account is deemed to be in arrears.
26. Failure to receive a utility account invoice will not entitle the customer to any delay in the settlement of each account or to any extension of the penalty date after which a penalty charge becomes applicable.
27. In the case of a dispute between the customer and the city, the customer shall be expected to make payment or settlement as originally arranged and agreed to, pending the resolution of the dispute.
28. A customer who has not paid the full utility account invoice on or before the penalty date may have the supply of all or any Utility Provisions discontinued without notice and such service will not be reinstated until all arrears and charges owed to the City are paid.

LATE PAYMENT PENALTY

29. When the customer pays the utility account invoice after the penalty date, the customer shall pay a penalty charge of 3.0% of the total amount due. Payments must be received by the Retail Services Agent on or before the penalty date in order for the customer to avoid the penalty. Payments made at a financial institution must be received by the Retail Services Agent on or before the penalty date in order for the customer to avoid the penalty.

B/L 6022

Last Revised: Nov. 28, 2016

Effective: Jan. 1/17

30. For greater certainty, a customer is obliged to pay for utilities when the invoice is rendered and it is a breach of the Utility Provisions agreement to make a late payment. The late payment penalty is not to be construed as permission for the customer to pay late but is rather a penalty for breaching the terms of the Utility Provision agreement.

ENFORCEMENT

31. A customer who fails to make payment on time will be subject to normal credit action, which may include, but is not limited to:
 - a. Disconnection Notice;
 - b. Notification by telephone;
 - c. Use of collection agencies;
 - d. Requiring prepayment before additional service;
 - e. Withholding of additional service and
 - f. Legal action
32. A fee of \$15.00 will be charged for each Disconnection Notice issued when a customer has been issued at least one other disconnect notice in the preceding six (6) months. Disconnection Notices are issued when a customer account is in arrears.
33. The payment of any rates, charges, tolls, fares, or rents as provide by this Bylaw may be enforced by all or any of the following methods, namely:
 - a. By action in any Court of competent jurisdiction.
 - b. By suspending the delivery of Utility Provisions
 - c. By distress and sale of the goods and chattels of any persons owing such rates, charges, tolls, fares, or rents wherever the same may be found in the City.
34. Where the customer is the owner or purchaser of a building lot or part of a lot served by Utilities, the sum payable by him for the Utility Service supplied by the City to him or for his use, and all rates, costs and charges or loans made to him imposed under this Bylaw are a preferential lien and charge on the building, lot or part of a lot, and on the personal property of the debtor and may be levied and collected in like manner as municipal rates and taxes recoverable.
35. Where the customer to whom the Utility has been supplied is a person other than the owner or purchaser of the building, lot or part of a lot, the sum payable by the person is a debt due by him and shall be a preferential lien

B/L 6022

Last Revised: Nov. 28, 2016

Effective: Jan. 1/17

and charge on his personal property and may be levied and collected with costs by distress.

ARREARS

36. Any Utility Provision expenses, rates or rents that may be charged as taxes against a person may be entered on the assessment and tax roll at any time.

TERMINATION BY CITY

37. The city may discontinue the supply of all Utility Provisions or landfill dumping privileges for any of the following reasons:

- a. Non payment of any utility accounts or commercial landfill account;
or
- b. Inability of the City to obtain access to a residential premises to read any meter for a period of six months, or inability to access a non-residential premises to read any meter for a period of three months;
or
- c. Failure by, or refusal of, a customer to comply with any provision of this bylaw; or
- d. Failure by, or refusal of, a customer to comply with any provisions of any Provincial Acts, the Building code, or any regulations thereunder;
or
- e. At the owner's request to have services discontinued, provided the premises are not lawfully occupied; or
- f. In any other case provided for in this bylaw.

38. The following fees will be charged if the city disconnects services for non payment of a utility account:

- a. \$45.00 for each electric service disconnection
- b. \$45.00 for each electric service reconnection
- c. A fee as stated in Schedule A of the Water Service Bylaw for water service shut off for non payment.