

SUMMARY:

The Utility Billing Customer Care Bylaw establishes how the City of Kelowna operates various public utilities, including a water service system and a sanitary sewer collection system.

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CITY OF KELOWNA

BYLAW NO. 8754

REVISED: April 27, 2020

<p>CONSOLIDATED FOR CONVENIENCE TO INCLUDE BYLAWS NO. 9082, 9123, 9315, 10821, 11209, 11510 & 12024</p>
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UTILITY BILLING CUSTOMER CARE BYLAW

BL11510 amended preamble:

WHEREAS the City of Kelowna operates various public utilities, including a water service system and a sanitary sewer collection system;

NOW THEREFORE, the Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. TITLE

1.1 This Bylaw shall be referred to as the "Utility Billing Customer Care Bylaw No. 8754".

2. INTERPRETATION

2.1 Headings

The headings given to sections, paragraphs, and sub-sections in this bylaw are for convenience of reference only. They do not form part of this bylaw and will not be used in the interpretation of this bylaw.

2.2 Severability

If any portion of this bylaw is for any reason held to be invalid by a decision of any court of competent jurisdiction, that portion may be severed and such decision shall not affect the validity of the remaining portions of this bylaw.

BL10821 and BL11209 amended section 2.3:

2.3 Definitions

In this bylaw:

Business Days means a measurement of time that typically refers to any day in which normal business is conducted. This is generally considered to be Monday through Friday, and excludes weekends and public holidays.

City means the City of Kelowna or its authorized agent.

Customer means any person(s) in whose name(s) a **Utility Billing Account** has been opened, or any person(s) referred to in section 6.2 of this bylaw.

Customer Care Services means the services to be performed by the **City** including but not limited to: metered billing services, unmetered billing services, accounts receivable, payment processing and revenue transfer, credit and collections, account management, customer

service, customer contact, call centre, scheduling and service orders, application of rates and tariffs; interfaces and management reports and any other related or ancillary service.

Meter means an apparatus or device installed by or on behalf of the **City** for the purpose of measuring consumption.

Utility Billing Account means an account for invoice or billing purposes, and under which **Customer Care Services** are provided, in relation to use or consumption of a **Utility Service** whether opened under the authority of this bylaw, or already open and in existence as of the date of adoption of this bylaw.

Utility Service means a public utility service or system operated by or on behalf of the **City**, including the provision of water, or sanitary sewer collection services.

3. CUSTOMER CARE SERVICES

3.1 The **City** may provide **Customer Care Services** directly to its **Customers**, or may enter into an agreement with a third party to provide some or all of those **Customer Care Services**.

BL11510 amended section 4:

4. APPLICATION FOR UTILITY BILLING ACCOUNT

4.1 Applications

The owner of any premises making use, or intending to make use, of any **Utility Service** being operated by or for the **City** shall make application to the **City** for a **Utility Billing Account**.

4.2 Rate Class/Billing Category

The **City** 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**.

4.3 Transferability

A **Utility Billing Account** is specific to the property and is only transferable between owner(s) on title.

4.4 Previous Accounts Outstanding

No application shall be accepted from, and no **Utility Billing Account** shall be opened or re-opened in the name of, any person until any outstanding balance on any existing or previous **Utility Billing Account** is paid.

BL9082, BL9123 & BL11209 amended section 5 & BL11510 deleted section 5:

5. [deleted]

BL11510 amended section 6:

6. RESPONSIBILITY FOR PAYMENT

6.1 Utility Billing Account

A **Customer** shall be responsible for payment of all charges and fees, as set out by this or any other applicable bylaw, charged to the customer's **Utility Billing Account**.

6.2 No Utility Billing Account

The owner of any premises making use of any **Utility Service** being operated by the **City**, but 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.

BL11209 & BL11510 amended section 7:

7. METER READING

7.1 Determining Consumption

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 **City** through reading the **Meter**, and no person shall prevent any authorized **City** representative from accessing or reading any such **Meter**.

7.2 Date of Reading

A **Meter** may be read on any date during a billing period, however, as nearly as practical, the **City** shall endeavor to read **Meters** on the same date in each billing period.

7.3 [deleted]

7.4 Estimates

If a **Meter** at a particular location is not able to be read with reasonable accuracy the **City** may estimate the level or amount of use or consumption of the **Utility Service** over the applicable period.

7.5 Re-reading

If a **Customer** has reason to believe a **Meter** at the location to which the **Utility Billing Account** relates is not functioning correctly, or has not been read accurately, the customer may request that the **Meter** be tested, or re-read, as the case may be. Any determination by the **City** 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.

BL9082, BL9123, BL9315, BL10821, BL11209 & BL11510 amended section 8:

8. BILLING

8.1 Frequency

Invoices shall be rendered bi-monthly for all applicable charges and fees, owing in relation to **Utility Billing Accounts**, and set out in this or any other applicable bylaw.

8.2 Non-Delivery of Invoice

The **City** is not responsible for non-delivery of any invoice or billing notice.

8.3 Payment Due

Payment shall be due and payable by the due date shown on the invoice.

8.4 Penalty Charge

A late payment charge of 1.5% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date printed on the invoice. The interest charge shall be added to current charges on the present invoice, and the previous amount unpaid shall remain outstanding and shall be shown as an arrears balance on the present invoice.

BL12024 added the following:

8.4.1 For the period of April 20, 2020 to August 31, 2020, the interest in section 8.4 shall be waived.

8.5 Payment Applied to Oldest Outstanding Charge

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.

8.6 Deemed Taxes in Arrears

Any amounts due and payable in accordance with this bylaw, and which remain unpaid after December 31st of any year for 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*.

8.7 [deleted]

BL9123 & BL11510 amended section 9:

9. BILLING ERRORS

9.1 Error Found

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 invoice, subject to any arrangements made pursuant to section 9.3 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 to a maximum of 1 year
- (c) The adjustment period(s) for over-billing are to a maximum of 6 years or when the current owner came on title for the property, whichever is less

9.2 Estimated Amount

Where the exact amount of under-billing or over-billing cannot be determined, the **City** 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.

9.3 City's Cause

Where an amount has been under-billed, and where the error can reasonably be said to have been the fault of the **City's**, the **City** may offer the **Customer** reasonable terms of repayment, which may be over a period of several months, and may be interest and penalty free.

9.4 Other Cause

Where an under-billing is found to have been made in the amount invoiced or billed to a **Utility Billing Account** as 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 **City** in investigating the circumstances, plus interest and penalties at the rate normally charged on unpaid accounts receivable by the **City** 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 8.6 of this bylaw.

10. TERMINATION OF SERVICE

10.1 Termination by City

The **City** may terminate **Utility Service** where,

- (1) safety of life or property is at risk; or
- (2) where any provision of this bylaw, the City's Sewer Connection Charge Bylaw, the Sanitary Sewer Storm Drain Regulation Bylaw, the Sewerage System User Bylaw, or the City's Water Regulation Bylaw has been violated.

10.2 Notice of Termination

- (1) In a case where safety of life or property is at risk, **Utility Service** may be terminated immediately and without notice.
- (2) In a case where the **City** plans to terminate a **Utility Service** because of a violation as per 10.1(1) the affected **Customer** shall, through a written request to the **City**, be given an opportunity to make a presentation to Council regarding the planned termination.

11. CITY RESPONSIBILITY

11.1 Defects or Interruptions

The **City** operates its **Utility Services** as efficiently as reasonably possible, but does not guarantee the constancy of the quality of the **Utility Service** nor continuous, uninterrupted service. A defect or interruption in the supply of a **Utility Service** shall not constitute a breach of any legal duty of the **City**.

11.2 City Not Responsible

The **City** shall not be responsible for any loss, injury, death or damage due to interruption, failure or defect in **Utility Service** arising from any cause or causes whatsoever. The **City** will endeavour to restore interrupted **Utility Service** or to rectify defective **Utility Service** with reasonable diligence.

12. LIABILITY

12.1 Liability for Utility Service Works

Nothing contained in this bylaw shall be deemed or construed to relieve any person owning, operating, constructing or installing any **Utility Service** works from any liability for damages to any person injured by the construction or operation of same, nor shall the **City** be deemed to have assumed any liability by reason of any inspection of the **Utility Service** works.

12.2 Failure to Supply

In case the supply of a **Utility Service** shall fail, whether from natural causes or accident in any way, or causes outside the reasonable control of the **City** (in which causes labour disputes may be included), the **City** shall not be liable for damage by reason of such failure, whether the same arises from the negligence of any person in the employ of the **City**, or from any other cause whatsoever, nor shall the **City** be liable in any event for damage to person or property arising, accruing or resulting from the use of a **Utility Service** from the **City**.

13. OFFENCE AND PENALTIES

- 13.1 Every person who violates a provision of this bylaw commits an offence and is liable on summary conviction to a penalty not exceeding ten thousand dollars (\$10,000.00) and costs of prosecution. The penalties imposed under this section supplement and are not a substitute for any other remedy to an infraction of this bylaw.

14. EFFECTIVE DATE

14.1 This bylaw will come into full force and be binding on all persons as of the date of adoption.

Read a first, second, and third time by the Municipal Council this 25th day of February, 2002.

Adopted by the Municipal Council of the City of Kelowna this 4th day of March, 2002.

"Walter Gray"

Mayor

"Allison Flack"

Deputy City Clerk

BL11209 amended Schedule "A" and BL11510 deleted Schedule A in its entirety: