

Bylaw No. 2685

The Electric Light and Power Bylaw, 1940

**Codified to Bylaw No. 9734
(December 21, 2020)**

Bylaw No. 2685

A bylaw to regulate the sale of electric light and power in the City of Saskatoon and fixing the rates and deposits therefor.

The Council of The City of Saskatoon enacts as follows:

1. (1) Any person desiring a supply of electric current for light or power shall apply to Corporate Revenue and shall enter into an agreement acceptable to the City Treasurer. At the time of entering into the Agreement such person shall also pay the deposit required by the City as set out in this Bylaw.
- (2) For all new applications received on or after October 1, 2019, if the customer is a tenant in the property that will be served by the account, the owner of the property must enter into a Landlord-Tenant Agreement pursuant to section 2.1 of this Bylaw as a condition of service.
- 1.1 Except as provided in this Bylaw or unless the context otherwise requires each person receiving electrical energy at each location shall be deemed a separate consumer for all purposes.
2. No current for light or power shall be supplied to any lands, premises or buildings prior to entering into the agreement and the payment of the proper deposit.
- 2.1 (1) In this section Landlord means the owner or owners of property in the City of Saskatoon which property or properties the Landlord rents to a Tenant or Tenants, and which is served by a separate electrical meter.
- (2) A Landlord may enter into a Landlord-Tenant Agreement with The City of Saskatoon in the form attached to this Bylaw as Schedule "B".
- (3) A Landlord-Tenant Agreement is not transferable to a new Landlord.
- (4) Where a Landlord has entered into a Landlord-Tenant Agreement with the City, the City shall automatically transfer the electrical account into the Landlord's name upon the City being notified that the Tenant or Tenants are quitting the premises or where the Tenants have given notice to the City that the electrical service is to be discontinued, and thereafter the Landlord shall be responsible for all electrical utility charges incurred after such date.

- (5) Landlords who have entered into a Landlord-Tenant Contract with the City will not be charged the usual application for service fee as prescribed in section 6(3) of this Bylaw for such an automatic transfer of the electrical utility account pursuant to this Agreement.
- 2.2** If the electrical account of a Tenant is eligible to be disconnected due to non-payment and the Landlord has entered into a Landlord-Tenant Agreement with the City of Saskatoon pursuant to section 2.1, the account may be automatically transferred to the Landlord. If an account is transferred from a Tenant to a Landlord in this way:
- (a) the Tenant will remain responsible for any outstanding balance on the account as of the time it is transferred, and any deposit paid by the Tenant shall be applied to that balance; and
 - (b) the Landlord will assume all rights and liabilities associated with the account, except for the balance outstanding as of the time of the transfer of the account.
- 2.3** If an electrical meter serves multiple dwelling units owned by the same person, only one electrical account may be associated with the meter and the account holder must be the owner of the dwelling units.
- 3.** When any consumer's electrical power is cut off from any premises by reason of the consumer failing to pay such consumer's account within the time specified in this bylaw, such premises shall not be reconnected with the City's electrical power distribution system, at the consumer's request or on the consumer's behalf, until such consumer pays the arrears owing and the applicable fees for cut and reconnection as set out in Subsection 6(3).
- 4.** In case any meter fails to register properly the consumption of electric current may be averaged by another meter or from the amount charged for a corresponding month.
- 5.** (Repealed by Bylaw No. 2742 - November 27, 1941)

- 6.(1) From and after January 1, 2021, the following shall be the rates for the supply of electric current for light and/or power by the City of Saskatoon and all charges for electric current consumed on and after the said date shall be computed on the following applicable rates:

Rates

All rates apply to individual customers on a monthly basis, and the City of Saskatoon reserves the right to:

- (a) require separate metering for each customer; and
- (b) specify the service voltage.

Residential

To apply to all residential customers for domestic use only.

Service Charge	\$25.07 per month
Energy Charge	15.65¢ per kWh
Carbon Tax Charge	0.70¢ per kWh
Minimum Bill	the service charge, less any applicable rebates

NOTE: The bulk metered rate option is closed to new customers

Where one meter supplies more than one family dwelling unit, all rate blocks, the service charge, less any applicable rebates and the minimum bill shall be multiplied by 100% of the total number of dwelling units in the premises.

General Service II

To apply to all non-residential customers to which no other rates apply and having a monthly demand less than 15 kVA.

Service Charge	\$34.25 per month
Energy Charges	
First 14,500 kWh per month.....	15.04¢ per kWh
Balance over 14,500 kWh per month.....	7.94¢ per kWh

Carbon Tax Charge..... 0.70¢ per kWh

Minimum Bill the service charge, less any applicable rebates

If the customer's demand is 15 kVA or greater, the customer will advance to the General Service III rate.

General Service III

To apply to all non-residential customers to which no other rates apply and having billing demands from 15 kVA to 75 kVA inclusive.

Service Charge.....\$34.25 per month

Energy Charges

First 14,500 kWh per month 15.04¢ per kWh

Balance over 14,500 kWh per month 7.94¢ per kWh

Carbon Tax Charge..... 0.70¢ per kWh

Demand Charges

First 50 kVA of
billing demand per month.....no charge

Balance over 50 kVA of
billing demand per month.....\$16.66 per kVA

Minimum Bill

The service charge, less any applicable rebates, plus \$5.36 per kVA of maximum billing demand over 50 kVA recorded in the previous 11 months.

Billing Demand

The billing demand shall be the maximum demand registered in the current billing period. If such demand exceeds 75 kVA, then the customer advances to General Service IV rate.

If a customer's billing demand is less than 15 kVA, then the customer reverts to General Service II rate.

General Service IV

To apply to all non-residential customers to which no other rates apply and having billing demands greater than 75 kVA and up to and including 500 kVA.

Service Charge.....\$63.73 per month

Energy Charges

First 16,750 kWh per month..... 13.19¢ per kWh

Balance over 16,750 kWh per month..... 8.44¢ per kWh

Carbon Tax Charge..... 0.70¢ per kWh

Demand Charges

First 50 kVA of
billing demand per month.....no charge

Balance over 50 kVA of
billing demand per month.....\$17.16 per kVA

For those customers who own the supply transformer and receive service at primary voltages of 4,160 volts or higher:

Service Charge.....\$266.59 per month

Energy Charge 7.98¢ per kWh

Carbon Tax Charge..... 0.70¢ per kWh

Demand Charge\$15.35 per kVA of billing
demand per month

Minimum Bill

The service charge, less any applicable rebates, plus \$5.36 per kVA of maximum billing demand over 50 kVA in the previous 11 months.

For those customers who own the supply transformer and receive service at primary voltages of 4,160 volts or higher, the service charge, less any applicable rebates, plus \$5.36 per kVA of maximum billing demand in the previous 11 months.

Billing Demand

The billing demand shall be the maximum demand registered in the current billing period.

If the billing demand exceeds 500 kVA, then the customer advances to General Service V rate.

If a customer's billing demand is equal to, or less than 75 kVA, then the customer reverts to General Service III rate.

General Service V

To apply to all non-residential customers to which no other rates apply and having billing demands greater than 500 kVA and up to and including 3,000 kVA.

Service Charge.....\$63.73 per month

Energy Charges

First 16,750 kWh per month..... 13.19¢ per kWh

Balance over 16,750 kWh per month..... 8.44¢ per kWh

Carbon Tax Charge..... 0.70¢ per kWh

Demand Charges

First 50 kVA of
billing demand per month.....no charge

Balance over 50 kVA of
billing demand per month.....\$17.16 per kVA

For those customers who own the supply transformer and receive service at primary voltages of 4,160 volts or higher:

Service Charge.....\$266.59 per month

Energy Charge 7.98¢ per kWh

Carbon Tax Charge..... 0.70¢ per kWh

Demand Charge\$15.35 per kVA of billing demand per month

Minimum Bill

The service charge, less any applicable rebates, plus \$5.36 per kVA of maximum billing demand over 50 kVA in the previous 11 months.

For those customers who own the supply transformer and receive service at primary voltages of 4,160 volts or higher, the service charge, less any applicable rebates, plus \$5.36 per kVA of maximum billing demand in the previous 11 months.

Billing Demand

The billing demand shall be the maximum demand registered in the current billing period;

or

For those services with approved time-of-day metering (costs to be borne by the customer), the greater of the maximum kVA demand registered between the hours of 07:00 to 22:00 local time Monday through Friday excluding statutory holidays or 80% of the maximum kVA demand registered at any other time during the current month.

If the billing demand exceeds 3,000 kVA, then the customer advances to General Service VI rate.

If the customer's billing demand is equal to, or less than 500 kVA, then the customer reverts to General Service IV rate.

General Service VI

To apply to all non-residential customers to which no other rates apply and having billing demands greater than 3,000 kVA and up to and including 15,000 kVA.

Service Charge.....\$6,807.79 per month

Energy Charge 7.59¢ per kWh

Carbon Tax Charge..... 0.67¢ per kWh

At the customer's request, an alternative energy charge is available. If a customer registers for this energy charge, the customer must remain on this energy charge for a period of at least one year. To be eligible, the customer must have approved time-of-day metering (costs to be borne by the customer).

On-Peak Energy Consumption – monthly energy consumed between the hours of 07:00 to 22:00 hours Monday through Friday excluding statutory holidays (“on-peak hours”).

Off-Peak Energy Consumption – monthly energy consumed in all hours excluding on-peak hours.

On-Peak Energy Charge..... 8.22¢ per kWh

Off-Peak Energy Charge..... 7.12¢ per kWh

Carbon Tax Charge..... 0.67¢ per kWh

Demand Charge\$12.86 per kVA of billing demand per month

For those customers who own the supply transformer and receive service at primary voltages of 4,160 volts or higher, the demand charge shall be \$12.00 per kVA of billing demand.

Minimum Bill

The demand charge plus the service charge, less any applicable rebates.

Recorded Demand

The monthly recorded demand shall be the maximum kVA demand registered during the current month.

Billing Demand

The billing demand shall be the monthly recorded demand or 75% of the maximum billing demand in the previous 11 billing periods, whichever is the greater.

If a customer's billing demand is equal to, or less than 3,000 kVA, then the customer reverts to General Service V rate.

Unmetered Services

To apply to all unmetered services where the electrical consumption is constant and predictable. Examples of this type of load are SaskTel telephone booths, crosswalk lighting, school warning lights, automated railway crossing protection, street traffic counters, traffic lights, Public Library bookmobiles, and other miscellaneous services. This rate is not applicable to decorative lighting, dusk to dawn lighting where the City owns and maintains the equipment, SaskEnergy rectifiers, and cable television power supply units.

Rate

Charge per 100 watts of calculated
average demand per month.....\$11.52

Minimum Bill 22.24 per month, less any applicable rebates

Decorative Lighting

To apply to all unmetered electricity where the City owns and maintains the lighting equipment used for decorative lighting.

Rate

Charge per 100 watts of calculated
average demand per month.....\$5.00

Minimum Bill 22.24 per month, less any applicable rebates

Street Lighting and Off-Street Floodlighting

To apply to all unmetered lighting operated dusk to dawn by photo control where the City owns and maintains the lighting equipment. These rates apply to all City and Department of Highway street lighting, and to the floodlighting of public areas, lanes and private parking areas. With the exception of City accounts, these rates are closed to both existing and new customers for the purpose of off-street floodlighting.

Fixture Wattage and Type

Rate Code	Ornamental HPS	HPS	Ornamental MH	LED	MH	Monthly Rate
SL13	50 W					\$15.58
SL14	70 W					\$16.23
SL15	100 W					\$16.71
SL16	150 W					\$20.85
SL17	250 W					\$24.00
SL18		100 W				\$15.91
SL19		150 W				\$17.66
SL20		250 W				\$21.95
SL21		400 W				\$26.66
SL22		1000 W				\$45.74
SL23	400 W					\$28.69
SL24					400 W	\$27.29
SL25		200 W				\$23.54
SL26			50 W			\$19.26
SL27			100 W			\$22.42
SL28			250 W			\$28.20
SL29				100 W		\$17.14

SaskEnergy Rectifiers

To apply to all unmetered Cathodic Protection rectifiers.

Rate

Charge per rectifier per month\$32.81

Minimum Bill

Charge per rectifier\$32.81 per unit, less any applicable rebates

Cable Television Power Supply Units

To apply to all unmetered Cable Television power supply units.

Rate

Charge per power supply unit per month\$86.15

Minimum Bill

Charge per power supply unit per month \$86.15 per unit, less any applicable rebates.

- 6.(1.1) (a)** In this subsection, Green Power means a form of electrical power that is generated from the wind or emerging renewable energy resources; and
 - (b)** The rate for Green Power is 3.50 per 100 kilowatt (kWh) block, plus G.S.T. and P.S.T. if applicable, which is in addition to the rates otherwise payable by the customer pursuant to subsection 6.(1) of this Bylaw.
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- 6.(1.2) (a)** Charges for the consumption of electrical current supplied by The City of Saskatoon to the customer shall be in accordance with the rate class under which the customer is receiving service from The City of Saskatoon. Electrical energy generated by the customer and delivered to the City's electrical power distribution system shall be valued at the same rate class; and
 - (b)** For customers enrolled in the Small Power Producer Program, energy generated through the calendar year shall be purchased at 11.0386 ¢/kWh.

- 6.(2)** The following shall be the deposits to be paid in connection with the supply of electric current for light power in The City of Saskatoon:

Residential Customers with a high-risk credit history - deposit shall equal two months' billing as estimated by the City.

Commercial and Industrial Customer - deposit shall equal two months' billing as estimated by the City notwithstanding anything contained in subsection 6(1) hereof, in any case where an account for an electric current has not been paid within 25 days of the billing date, the City shall institute interest charges on all utility accounts, at the rate of 1.5% per month, calculated at 19.86% per annum.

- 6.(3)** The following schedule of fees shall apply for services rendered by the City in connection with the supply of electric current for light and/or power in the City of Saskatoon:

During Normal Working Hours

Application for service	\$25.00
Cut and Reconnection of service	\$50.00
Reconnection after cut off for non-payment	\$50.00
Request for special meter reading	\$25.00
Request for meter test	\$25.00
Request for account research:	
- customer initiated and covering immediately preceding 12 month period	Nil
- customer initiated and covering periods in excess of the immediately preceding 12 months	\$25.00 for each year researched
- other than customer initiated	\$25.00 for each year researched

Application for service: emergency and same day service	\$100.00
Verification test of self-generation system	\$100.00
Polyphase bi-directional meter for self-generation system	actual cost
Preliminary interconnection study	\$300.00

After Normal Working Hours

Application for service: emergency and same day service	\$120.00
Cut and reconnection of service	\$120.00 or actual cost (whichever is the greater)
Reconnection after cut off for non-payment	\$100.00

- 6.(4)** The City reserves the right to reinstate the deposit requirement in the event that the customer's credit history makes reinstatement necessary.
- 6.(5)** The City will credit back the deposit to the customer's account following a two year satisfactory account credit history.
- 7.** (a) Persons requiring a temporary service for light or power purposes shall be required to pay in advance a sum estimated by the Director of Saskatoon Light & Power as sufficient to cover the cost of installing and removing any such service.

- (b) The applicant shall also deposit a sum estimated by the Director of Saskatoon Light & Power sufficient to cover one month's consumption or for the period for which service is required. Any balance of said sums remaining to the credit of the applicant at the end of the period of service shall then be refunded.
 - (c) Should a temporary service be required for less than fourteen (14) days, double normal current rates shall be charged.
- 8.** In all cases where the cost of giving service to an applicant or applicants would be such as to make the connection unremunerative to the City, the City reserves the right to either refuse such service or make special charges as follows:
- (a) A payment by the applicant sufficient to cover the total cost of labour incurred in making such connection.
 - (b) The payment of a special minimum amount monthly equivalent to the fixed charges created by the extra capital investment. This charge shall be in addition to the regular minimum and shall continue in force until the extension has become remunerative.
- 9.** Bylaw Number 1475 and all amendments thereto is repealed as of the First day of November, A.D. 1940.
- 10.** This bylaw shall come into force and take effect on the First day of November, A.D. 1940.

Read a first time this 26th day of August, A.D. 1940.

Read a second time this 26th day of August, A.D. 1940.

Read a third time and passed this 26th day of August, A.D. 1940.

"CARL NIDEROST"
Mayor

"M.C. TOMLINSON"
City Clerk

"SEAL"

Schedule "A"

THIS AGREEMENT NOT TRANSFERABLE

Application and Agreement for Electric Service.

B E T W E E N:

(Given name in full)

Address)

-and-

THE CITY OF SASKATOON

Subject to the printed rules and regulations recited on the back of this agreement, which rules and regulations are accepted as forming part of the agreement, the City of Saskatoon is hereby requested to connect its main line with the premises at the above address, and supply current for such equipment as may be installed, which I (we) agree to use from the time at which connection is made and pay therefor at the office of the City within ten (10) days from date of bills, as may be shown by the statement of the meter for the preceding month's supply, and I (we) hereby authorize and allow the City to set up in a convenient and suitable place on the above premises, the necessary meter and appliances.

Current to be charged for on the basis of meter registration and at rates which are now, or may hereafter be in force. I (we) agree to be responsible for all current used until thirty (30) days' written notice to discontinue is received by the City and all sums due under this agreement are paid in full.

Date of Application.....	Amount of Deposit.....
Application for.....	Inspection Fees.....
Connected load.....	
.....	Total _____

Contract terminated and Deposit refunded

.....

This agreement to continue in force until I (we) give thirty (30) days' notice in writing of a desire to terminate same. At the expiration of such time the agreement shall be ended.

This agreement shall not be binding upon either party until accepted by the Director of Saskatoon Light & Power, and duly signed by the Director or an official authorized to sign on the Director's behalf.

Signed in triplicate.

Accepted subject to payment)
of deposit this ___ day)
of _____ The City)
of Saskatoon.)
By _____)
Director of Saskatoon Light & Power)

Schedule "B"

Landlord-Tenant Agreement No. _____

Landlord-Tenant Agreement

Between:

The City of Saskatoon, a municipal corporation pursuant to the provisions of *The Cities Act*, S.S. 2002, Chapter C-11.1 (the "City")

- and -

(Landlord Full Name/Corporation Name)

Landlord (Individual)

Mailing Address: _____ , _____ , _____ , _____
Street / P.O. Box No. City Province Postal Code

Telephone: _____
Home Business Cell

Email: _____

Landlord (Corporation)

Mailing Address: _____ , _____ , _____ , _____
Street / P.O. Box No. City Province Postal Code

Email: _____

Corporate Officer in Charge: _____

Telephone: _____
Home Business Cell

Email: _____

Landlord Property Manager or Contact Person

Name: _____

Telephone: _____
Home Business Cell

Email: _____

The Parties hereby agree as follows:

1. This Agreement is made pursuant to Section 2.1 of Bylaw No. 2685 (electrical service) and Section 38.1 of Bylaw No. 7567 (water and sewer service).
2. The Landlord represents and warrants that the Landlord owns the property set out in Schedule "A" hereto and wishes the Landlord-Tenant Agreement to apply to all of the listed properties. The Landlord may add or remove properties that this Agreement applies to by so indicating and initialling such change on Schedule "A".
3. Upon the City receiving notice that the Tenant or Tenants of a subject property are quitting the premises, the City shall on the date of quitting or on the date that the Tenant or Tenants has instructed the City to cut off the utility accounts, automatically transfer the subject utility accounts into the name of the Landlord, and shall notify the Landlord of the same by email or facsimile at the Landlord's address for service set out in this Agreement.
- 3.1 Upon the Tenant or Tenants' utility account becoming eligible for disconnection due to non-payment, the City shall, on the date the utility accounts would have otherwise been disconnected, automatically transfer the subject utility accounts into the name of the Landlord, and shall notify the Landlord of the same by email or facsimile at the Landlord's address for service set out in this Agreement.
4. The City waives the usual application fee for such automatic transfers with respect to premises subject to this Agreement.
5. The Landlord agrees that the Landlord will be responsible for all utility accounts automatically transferred into its name pursuant to this Agreement, and acknowledges that all of the City's normal remedies for the Landlord's failure to pay outstanding accounts shall apply.
6. Either party can terminate this Agreement upon providing 30 days' written notice of the same to the other.

As an individual Landlord signing:

Signed by the Landlord, _____, this ____ day of _____, 200__.
(print name)

Signed, Sealed and Delivered in the presence of _____)
_____)
_____)
_____)
_____)
_____)

Landlord

Witness

As a Corporate Landlord signing:

Signed this _____ day of _____, 200_.

(Print Company Name)

(Authorized Company Officer)

c/s

(Authorized Company Officer)

Signed by The City of Saskatoon this _____ day of _____, 200_.

The City of Saskatoon

City Treasurer

Schedule "A" (Effective – January 1, 2006)

The Civic addresses of the Properties subject to this Agreement are as follows:

Civic Address: _____

Add: Remove: Date: _____ Landlord Initials: __

Civic Address: _____

Add: Remove: Date: _____ Landlord Initials: __

Civic Address: _____

Add: Remove: Date: _____ Landlord Initials: __

Civic Address: _____

Add: Remove: Date: _____ Landlord Initials: __

Civic Address: _____

Add: Remove: Date: _____ Landlord Initials: __

Civic Address: _____

Add: Remove: Date: _____ Landlord Initials: __

Civic Address: _____

Add: Remove: Date: _____ Landlord Initials: __

Civic Address: _____

Add: Remove: Date: _____ Landlord Initials: __

Civic Address: _____

Add: Remove: Date: _____ Landlord Initials: __

[use additional sheets as necessary]

Schedule "A"

Civic Address: _____

Add: Remove: Date: _____ Landlord Initials: __

Civic Address: _____

Add: Remove: Date: _____ Landlord Initials: __

Civic Address: _____

Add: Remove: Date: _____ Landlord Initials: __

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Civic Address: _____

Add: Remove: Date: _____ Landlord Initials: __

Civic Address: _____

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Civic Address: _____

Add: Remove: Date: _____ Landlord Initials: __

RULES AND REGULATIONS

For the supply of

E L E C T R I C I T Y

by the

CITY OF SASKATOON

1. The City will place upon the premises of the consumer the meter and other appliances necessary to connect the consumer's installation with its main line, provided such premises, in the City's opinion, are within reasonable distance from said main line. All appliances furnished at the expense of the City shall remain its property. The City will keep in repair and maintain its own appliances, provided, however, that if damage be done to its property, the consumer shall pay to the City the value of the property so damaged or destroyed, or the cost of repairing the same. Meters remain at all times the property of the City.
2. For controlling and distributing the current from the main line the City will provide the necessary meters and appliances which, in all cases, shall be and remain the property of the City, and the right is hereby given to enter upon the premises to inspect and repair and to remove any and all such meters and appliances at the expiration of the contract, or discontinuation of service and any interference therewith on the part of the subscriber is strictly prohibited.
3. The subscriber shall use all due care so as to prevent any waste of current. The City may, at all reasonable times, by its authorized agent, have free access to the premises in which the electricity is used to determine if it is being carried, distributed and used in a proper manner, and in accordance with these Rules and Regulations, and the City reserves the right to shut off the supply of electric current for any of the following reasons: - 1st - for repairs; 2nd - for want of supply; 3rd - for non-payment of bills when due; 4th - assignment or insolvency of the subscriber.
4. In case the supply of electricity shall fail, whether from natural causes or accident in any way, the City will not be liable for damage by reason of such failure, nor shall it be liable in any event for damage to person or property accruing or resulting from the use of electricity.
5. Subscribers are not permitted to use electricity for any purpose or in any place, other than is provided for in the contract without having first obtained the written consent of the City. In case of defective supply notice of the fact should be given forthwith at the office of the Saskatoon Light & Power.

6. Bills will be rendered monthly and must be settled at the office of the City, or paid to meter reader, within the time specified in the contract, failing which the service will be disconnected without further notice.
7. Inspectors, agents or employees of the City are expressly forbidden to demand or accept any compensation for services rendered.
8. Contracts are not transferable. New occupants are required to make application in person at the office of the Saskatoon Light & Power prior to the use of the existing service.
9. Any failure on the part of the subscriber to comply with these Rules and Regulations shall annul this contract and the City may thereupon and without further notice, shut off the supply of electricity and remove its property from the premises.
10. All words herein referring to the subscriber shall be taken to be of such number and gender as the character of the subscriber may require.
11. The City is hereby released from all claims for damages resulting from the use of electric current.
12. No promises, agreements or representations of any agent or employee of the City shall be of any binding force unless the same shall be incorporated in the contract before the same is signed and accepted.
13. Every applicant for electric service shall be accompanied by the deposit provided for by Bylaw No. 2685.
14. Inspection fee will be charged for each installation as provided for in Bylaw No. 3655.