

DÉLÍNEĜ GOT'INEĜ GOVERNMENT

WATER AND SEWER RATES ACT

JANUARY 1, 2025

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WHEREAS section 9.1.1(g) of the Délı̄ne Final Self-Government Agreement empowers the Délı̄ne Got'ı̄ne Government to enact laws with respect to programs, services, and facilities provided by or on behalf of the DGG, including sewers and water distribution,

the Délı̄ne Got'ı̄ne Government enacts as follows:

Citation

1. This *Act* may be cited as the “*DGG Water and Sewer Rates Act*”.

Application

2. This *Act* applies to the provision of Water and Sewer Services by the DGG within the Community of Délı̄ne.

Definitions

3. In this *Act*:

“**Call-Out**” means an extra water and sewer service delivery requested by the Customer that is outside of the regular Water and Sewer Service schedule;

“**CEO**” means the Chief Executive Officer which is the DGG employee appointed to that position under the *DGG Government Organization Act*, as amended from time to time, and includes an individual who may have a different job title but has the same duties and powers of the Chief Executive Officer under the *DGG Government Organization Act* as that law was written at the time this *Act* is enacted;

“**Church**” means a religious organization operating a facility used for religious purposes in the Community of Délı̄ne;

“**Commercial**” means commercial profit-making organizations;

“**Community of Délı̄ne**” means the area described in Schedule “B” of the DFSGA;

“**Customer**” means any person or Government who has entered into an arrangement with the DGG to receive Water and Sewer Services;

“**DFSGA**” means the Délı̄ne Final Self-Government Agreement;

“**DGG**” means the Délı̄ne Got'ı̄ne Government, described in the DFSGA and Part 1, Division 2 of the *DGG Government Organization Act*, as amended from time to time;

“**DKK**” means the Délı̄ne K'aowədó Kə, the body described in section 3.4.1(b) of the DFSGA and established by Part 1, Division 2 of the *DGG Government Organization Act*, as amended from time to time;

“**Enforcement Officer**” means an individual appointed by the DKK to enforce this *Act* and any member of the Royal Canadian Mounted Police;

“**Government**” includes the DGG, Government of Canada, and Government of the Northwest Territories and their various departments, including the NWT Housing Corporation;

“**Inspector**” means a person appointed by the DKK to conduct inspections pursuant to this *Act*;

“**Non-Profit**” means an organization whose purpose is not to make a profit;

“**Owner**” means any person or Government who is the registered owner of a property, or any person or Government who is in lawful possession or occupation of a building;

“**person**” includes an individual and a corporation and the heirs, executors, administrators or other legal representative of a person;

“**Residential**” means the residential units in the Community of Délı̨ne, but does not include units that are public housing provided by the Government of the Northwest Territories;

“**SDMCLCA**” means the Sahtu Dene and Métis Comprehensive Land Claim Agreement; and

“**Water and Sewer Service**” means the DGG’s trucked water and sewage service and includes just water service, just sewer service, or both water and sewer services.

Supply of Water and Sewer Services

4. The DGG shall provide Water and Sewer Services within the Community of Délı̨ne.
5. When, in the opinion of the CEO, the water supply for domestic or fire protection purposes is impaired, the DGG may:
 - (a) regulate the use of the water supply; or
 - (b) restrict or terminate the supply of water for the Community of Délı̨ne.
6. The DGG may terminate Water and Sewer Services to a Customer for the following reasons:
 - (a) non-payment by the Customer of charges or fees levied pursuant to this *Act*;
 - (b) failure by the Customer to provide free and safe access to the outlets for water and sewer on a building; or
 - (c) the Customer’s contravention of any other section of this *Act*.
7. When Water and Sewer Services are restricted or discontinued, the DGG shall not be liable for any costs or damages resulting from the loss of Water and Sewer Services.

8. The DGG shall not terminate Water and Sewer Services for non-payment during the months of October to April each year.

Service Charges

9. The DKK shall set, by motion, the rates for Water and Sewer Services, including:
 - (a) rates for regular Water and Sewer Services;
 - (b) rates for Call-Outs for extra Water and Sewer Services; and
 - (c) rates for different classes of Customers.
10. The DGG shall use the following classifications of Customers for the purposes of determining the specific rate to be charged:
 - (a) **Residential Class** means Residential Customers;
 - (b) **Church Class** means Church Customers;
 - (c) **Commercial Class** means Commercial Customers and Non-Profit Customers; and
 - (d) **Government Class** means Government Customers, including the ʔehtseo Ayha School and public housing units operated by the Government of the Northwest Territories.
11. Where any Water and Sewer Service charge or fee is prescribed by the month or any other period, the amount payable for a partial period shall be calculated on a proportional basis, unless otherwise provided for in this *Act*.

Payments

12. Customers shall pay for all fees and all other penalties and charges levied pursuant to this *Act* no later than the payment date identified on the bill.
13. Bills are considered to be paid when the payment is received at the DGG office, or at such other place as may be determined by the CEO and specified on the bill.
14. The DGG may charge a late payment fee on overdue bills, and the DKK may prescribe such fee by regulation.
15. The CEO may terminate Water and Sewer Services to Customers whose bills remain unpaid for more than 90 days after the payment date identified on the bill.

Use of Water

16. No one shall willfully waste water or allow the continuous unattended flow of water without written permission from the CEO.

17. No one shall re-sell or give away water received through the Water and Sewer Services without written permission from the CEO.

Discharge of Harmful Waste

18. No Customer or person shall discharge or deposit or cause or permit the discharge or deposit into a sewage tank matter of any type or at any temperature or in any quantity:
 - (a) which may be or become a hazard to persons, animals or property;
 - (b) which may be or become harmful to any part of the water and sewer system; or
 - (c) which may impair or interfere with the proper operation of any Water and Sewer Services equipment or treatment process.
19. No Customer or person shall directly or indirectly discharge any trade, industrial or manufacturing waste or any waste deemed unacceptable by the CEO into a sewage tank without such previous treatment to make it safe for the water and sewer system.
20. Grease, oil, or sand interceptors of sufficient size and approved design shall be installed on the sewer pipes from all hotels, restaurants, laundries, garages and such other places as the CEO may direct.

Inspections

21. The DKK may appoint an Inspector who may at all reasonable times and upon giving reasonable notice enter upon and inspect any Customer's building or property connected to water or sewer services to inspect water and sewer tanks and connections to ensure compliance with this *Act*.
22. All Owners shall permit the free entry of the Inspector into their premises and shall give access to the water and sewer facilities for inspection.

Offences and Penalties

23. Any person who contravenes this *Act*, permits any act or thing to be done in contravention of this *Act*, or who neglects or refrains from doing anything required to be done pursuant to this *Act* commits an offence and may be liable to a penalty up to the maximums in the DFSGA or as set out in a DGG law.
24. Where a person has committed an offence under this *Act*, an Enforcement Officer may warn the person that they have committed an offence and educate the person on the rules in this *Act* instead of issuing a ticket.
25. The DKK may prescribe, by regulation, fines for offences under this *Act*, including different amounts for subsequent offences, early payment discounts, and late payment penalties.

26. In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which the offence continues and any person guilty of such an offence may be liable to a fine for each such day or part of a day.
27. The *DGG Enforcement Act*, if in force, applies to offences under this *Act*.

Regulations

28. The DKK may make any regulations that it considers necessary or advisable for the purposes of this *Act*.

Delegation

29. The DKK may delegate any of its authorities, powers or responsibilities under this *Act*.
30. The CEO may delegate any of their authorities, powers or responsibilities under this *Act*.

Severability

31. Should any provision of this *Act* be found to be invalid by a court of competent jurisdiction, whether in whole or in part, or in particular circumstances, the invalid provision shall be severed and the balance of the *Act* shall be maintained in force, or maintained in force for application in other circumstances.

Interpretation

32. Words and expressions used in this *Act* have the same meaning as they have in the DFSGA, unless the context requires otherwise.

Repeal

33. This *Act* hereby repeals and replaces all Charter Community of Délıne Bylaw on the same matter.

Amendment

34. This *Act* may be amended in accordance with DGG Law.

Commencement

35. This *Act* comes into force on the date of its enactment.

Conflict

36. In the event that two or more provisions within the *Act* conflict with one another, the most restrictive provision shall prevail.
37. In the event that the provisions of this *Act* conflict with the provisions of the DFSGA, the provisions of the DFSGA prevail.
38. In the event that the provisions of this *Act* conflict with the provisions of the Délıne Got'ıne ʔezadó, the provisions of the Délıne Got'ıne ʔezadó prevail.

39. In the event that the provisions of the DFSGA conflict with the provisions of the Déline Got'ine 7ezadó, the provisions of the DFSGA prevail.
40. In the event that the provisions of the DFSGA conflict with the provisions of the SDMCLCA, the provisions of the SDMCLCA prevail.