

Dundurn Rural Water Utility

PO Box 442, Dundurn SK S0K 1K0

Multi-connection/Bulk Connection Application for Water Service

Date	
Name of Development	
Applicant (Legal entity or person applying for water service) <small>(copy of Corp. certificate or current profile report required for corporation)</small>	
Contact Name/Person completing this application	
Mailing Address	
City/Prov/Postal Code	
Daytime & Cell Phone #'s	
Email address	
<p>Description of location for which water service is required (Hereinafter called the "Land"):</p> <p>Legal Land Description (the "Land"): _____</p> <p>Landowner name (if different): _____</p> <p>When is water service required: _____</p> <p>Number of residential connections: _____ @ _____ ipgm</p> <p>Number of commercial/bulk connections: _____ @ _____ ipgm</p> <p>Have you received municipal approval? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A</p> <p style="padding-left: 40px;">Date of approval: _____</p> <p>Have you received Community Planning Approval? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A</p> <p style="padding-left: 40px;">Date of approval: _____</p> <p>Do you have a plan of proposed subdivision? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A</p> <p><small>If "Yes", a copy of the Plan must be attached to this application as Schedule "A" or provided as soon as it is available;</small></p>	
<p>Application Deposit:</p> <p>The Application deposit for a Multi-connection / Bulk connection will be set as follows:</p> <p>1st 0.5 igpm = \$1,000.00 per lot</p> <p>Each 0.5 igpm thereafter = \$ 500.00 per additional .5 igpm requested</p> <p>This application will expire no later than December 1st of the next year. This application will expire on December 1, _____</p> <p>No. of residential Curb Stops _____ @ ½ igpm x \$ _____ per stop</p> <p>No. of commercial Curb Stops _____ @ _____ igpm x \$ _____ per stop</p> <p style="text-align: right;">Total Application Deposit*: \$ _____</p> <p><small>*This Application will not be accepted until the Application deposit is paid.</small></p>	
<p>The Applicant certifies that the information in this Application/Agreement is true and complete to the best of their knowledge, and agrees to the Terms and Conditions on the last page of this document, which is incorporated into and form part of this Agreement.</p> <p>Dated at Dundurn, Saskatchewan this _____ day of _____, 20_____</p> <p style="text-align: right;">_____ Name of Corporation (if applicable)</p> <p>_____ Applicant Signature</p> <p>_____ Witness or (Seal) for a corporation</p>	

Quotation:

To the Developer/Applicant:

The Dundurn Rural Water Utility Offers to construct a water line to the Land for the following connections, at the following **estimated cost**:

_____ @ _____ ipgm x _____ = _____
 _____ @ _____ ipgm x _____ = _____
 _____ @ _____ ipgm x _____ = _____

Total: _____ E & O.E.

Payment Schedule

Deposit due on filing application ("Deposit")*: \$ _____
 40% first payment due upon acceptance of the offer*: \$ _____
 40% due at least 30 days prior to start of construction*: \$ _____
Estimated balance on completion once water is available at the curbstop: \$ _____

*Construction will not start until receipt of payments and construction will be halted in event of failure to pay any progress payment

This Quotation is an **Estimated cost only** and is **NOT GUARANTEED** as the final cost of construction. This Quotation is valid for **three (3) months** from the date of offer below. This Offer is further conditional upon the Utility giving its final approval to the within Application.

DUNDURN RURAL WATER UTILITY

Date of Offer: _____

 Authorized signature

Acceptance:

1. The Applicant hereby accepts the above Offer.
2. The Applicant agrees to the terms and conditions of the Subscriber Agreement which the Applicant hereby executes in conjunction with the acceptance of this offer, all to be effective once the final approval by the Utility has been given relating to the within application.

APPLICANT: _____

Date of Acceptance: _____

 Authorized signature

Terms and Conditions:

1. Definitions:
 - a. "Applicant" means the applicant described on the first page of this Agreement, and making this application;
 - b. "Curb Stop" means a single connection from the delivery system to a Subscriber;
 - c. "Curb Stop Valve" means the valve installed on the line supplying water to a Subscriber;
 - d. "Delivery System" means the water system infrastructure owned and maintained by the Utility that supplies and distributes water to one or more Curb Stops within the Development;
 - e. "Development" means the Development described on page 1 of this Agreement and located on the Land;
 - f. "Land" means the land described on page 1 of this Agreement;
 - g. "Point of Delivery" means the Subscriber side of the Curb Stop Valve;
 - h. "Manifold" means the valve and metering assembly which is installed in an end user's premises;
 - i. "Subscriber" means an end user that has an agreement for the supply of water with the Utility;
 - j. "Utility" means the Dundurn Rural Water Utility.
2. The deposit is non-refundable except as follows:
 - a. If the Utility determines that it is unable to supply water to the Development the deposit will be refunded, less engineering fees incurred plus any additional costs incurred by the Utility;
 - b. If the Applicant withdraws the application, the deposit will be refunded less engineering fees incurred to the date of withdrawal of the application or deposit LESS actual engineering costs plus any additional costs incurred by the Utility.
3. Upon approval of the Application, the Applicant must agree to a public utility easement that will be registered against the Land.
4. The Utility shall have a charge and lien against the Land and/or any unsold lots in the Development for any unpaid fees or costs accruing in respect of the construction of the Delivery System.
5. The Utility reserves the right to register a miscellaneous interest against the Land to ensure performance of the obligations of the Applicant under any agreement between the Utility and the Applicant, if it deems necessary or advisable to do so.
6. The Applicant understands and agrees that:
 - a. The Utility is providing a delivery service only and is not the producer of the water and is subject to service conditions and interruptions that are not within the control of the Utility. As such the Utility cannot guarantee the quantity, quality pressure, continuous supply, or suitability for any purpose of water supplied by the Utility;
 - b. This Application does NOT INCLUDE the actual delivery of water and a separate subscriber agreement is required for each curb stop in the Development;
 - c. The Applicant shall NOT provide any warranty to the purchasers of any lots, or houses in the Development as to the quality of the water or suitability for any purpose of the water supplied through the water system. The Applicant shall be responsible for any warranty so given to any purchaser contrary to this Agreement;
 - d. The service provided by DRWU is a drip system only and does not provide household or commercial water pressure;
 - e. For each Curb Stop in this application the Quotation will include the installation of a Curb Stop Valve at or near the property line of the Land, or each lot within the Development, and for the supply and installation of a Manifold in each Subscriber's premises. The Meter Assembly board will remain the property of the Utility, and the Utility will remain responsible for the maintenance and service of said the meter assembly board;
 - f. The Applicant or Subscriber is responsible for the cost of providing, installing and maintaining a line from the curb stop to the Meter Assembly Board inside Subscriber's premises and to an appropriate water reservoir **with overflow** and pressure system to supply domestic or commercial water pressure for the Subscriber, all of which must be done in accordance with the specifications of the Utility;
 - g. The Total Cost quoted by the Utility will be an **estimate only**, and the Developer shall be responsible for actual cost of construction exceeding the estimate.
7. The Applicant agrees and covenants with the Utility as follows:
 - a. To be subject to all of the Bylaws, Rules and Regulations of the Utility;
 - b. To pay all deposits, payments, fees, assessments and charges under this Agreement when and as they become due;
 - c. To comply with all current specifications and codes of the Utility and any other applicable public or regulatory codes for installation of any part of the Delivery System within the Development or on the Land that may be performed by the Applicant;
 - d. For multi-connection developments:
 - i. This application includes one Curb Stop for each lot or Subscriber to be installed in the Development;
 - ii. That all lots or Subscribers in the Development shall be connected to a Curb Stop;
 - iii. That each Curb Stop shall be connected to one and only one lot or Subscriber;
 - iv. To provide notice to the Utility within 30 days after each lot/connection in the Development is sold by the Applicant;
 - e. For Bulk User connections, this Application includes one Curb Stop, and the Applicant shall install an appropriate reservoir and pressure system for its own purposes;
8. This Agreement shall enure to and be binding upon the heirs, executors, administrators, and permitted assigns of the Utility and the Applicant.
9. This Agreement shall be interpreted and construed in accordance with the laws of the Province of Saskatchewan.
10. Time shall be of the essence of this Agreement.

I have read and agree to all points listed on this page:

Signature