

Dundurn Rural Water Utility Subscriber Agreement

DATE: _____

BETWEEN

DUNDURN RURAL WATER UTILITY
PO Box 442
Dundurn SK SOK 1KO
(hereinafter called the "Utility")

AND:

(Name)

(Name)
(Hereinafter called the "Subscriber")

WHEREAS the Utility owns a water delivery system (hereinafter the "Delivery System");

AND WHEREAS the Subscriber desires to subscribe for a water service connection (hereinafter the "Service Connection") from the Utility;

NOW THEREFORE, the parties agree as follows:

APPLICATION FOR WATER CONNECTION

1. This Agreement contains the entire agreement between the parties and supersedes and replaces any prior agreement;
2. The Subscriber has paid an application fee of \$_____ per connection and that amount shall be applied toward the Purchase Price (as hereinafter defined) of the Service Connection. After approval for a Service Connection the deposit becomes refundable as per application form.
The Subscriber is requesting a standard residential connection (0.5 gpm / 720 imperial gallons per day) or _____ igpm;

CONSTRUCTION AND INSTALLATION COSTS

3. The cost for the Service Connection is **estimated** to be \$_____ **plus or minus adjustments**. The payment schedule for the new water connection shall be made as follows:
 - a) \$_____ (40%) is payable on the signing of this agreement;
 - b) \$_____ (40%) is payable within ten (10) days prior to the start of Construction of the water service line;
 - c) \$_____ The balance on completion once water is available at the curbstop;
 - d) Such balance owing (LESS deposits and installments) (PLUS a 10% contingency on the final 20% owed to the Utility) will be billed to the Subscriber when water is available to the Subscriber at the curb stop, and is payable within 30 days after the invoice is issued by the Utility;
 - e) The final cost will be determined once construction of the water service line is complete (hereinafter referred to as the "Purchase Price") and the final cost is received from the Utility Engineer; Any final adjustments will be invoiced (payable within 30 days) or reimbursed at that time.
 - f) In the event that the balance owing is negative, the Utility shall provide the Subscriber with a refund cheque within 30 days. No interest will be paid on any amount owing to the Subscriber.

- g) Any payment not received by the Utility when due shall be subject to interest as per the Utility Bylaw.
- h) Any portion of the Purchase Price that is not paid by the Subscriber when due, shall be added to and collected as unpaid taxes on the property.
- i) The cost for the Residential Offsite Service Primary Watermain Levy (as set by the City of Saskatoon) is set at \$_____ for _____(year).

_____ Subscriber initial to acknowledge this charge due and payable upon signing.

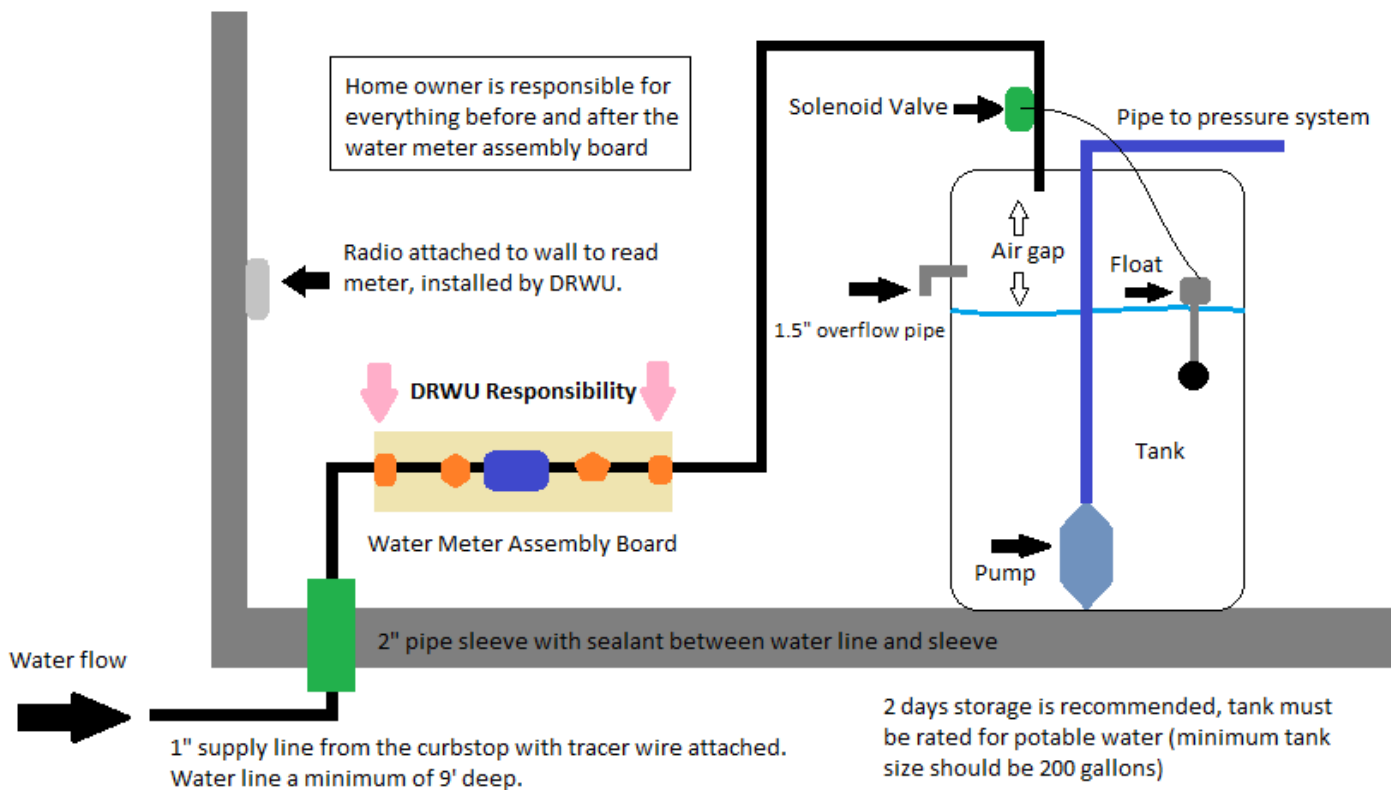
DELIVERY SYSTEM CONSTRUCTION AND INSTALLATION

- 4. For existing buildings, vacant land, and new construction, the installation of the Service Connection performed by the Utility shall include installing the main line and curb stop at the Subscriber's property line and the Subscriber shall be responsible for the cost of installing the water line from the curb stop into the Subscriber's building as per the Utility Water Line Specifications (Schedule "A"). Upon completion the Subscriber or Contractor must contact the Utility for a water line inspection. Once the installation is approved, a holding tank with an overflow is installed, and a yard sketch is provided, the Utility shall install the water meter assembly, which is hereby designated as the "Point of Delivery";
- 5. Ownership of and Responsibility for the Service Connection is as follows:
 - a) The Subscriber owns and is responsible for the following portions of the Service Connection :
 - i. The water line from the curb stop to the building with the exception of the meter assembly is the property and responsibility of the Subscriber.
 - b) The Utility owns and is responsible for the following portions of the Service Connection:
 - i. The main line;
 - ii. The curb stop; and
 - iii. The manifold and meter assembly inside the dwelling or structure;
- 6. The Utility shall undertake all work under this Agreement in accordance with the following limitations and standards;
 - a) All work will be done in a professional manner, and in compliance with all applicable laws, rules, codes and regulations;
 - b) The Utility shall obtain all permits, if required, to undertake the work pursuant to this Agreement;
 - c) The Utility shall use its best efforts to minimize disturbance and disruption of the Land and to restore the Land as close as reasonably possible to the state it was in before the work started;
 - d) In the event any local condition, geological barrier, or other factor, renders completion of the installation of the Service Connection to the Subscriber impractical or economically prohibitive, and such determination shall be at the sole discretion of the Utility, then the Utility may in its sole and unfettered discretion terminate this Agreement and refund to the Subscriber any monies paid pursuant hereto, without liability or obligation to the Subscriber for failure to complete the installation of the Service Connection;

SUBSCRIBER'S FACILITIES AND WATER CONNECTION

- 7. The Subscriber shall supply and install, at the Subscriber's expense, all plumbing components, pumps, tanks, solenoid, valves and float which shall be installed in accordance with local plumbing codes and the Utility's specifications and standards.

Typical Connection For a Dundurn Rural Water Utility Subscriber



- 8. ***VERY IMPORTANT*** - No water meters will be installed in any home or business if the outside temperature is -25 degrees Celsius (with the wind chill) or colder. **Heat must be on in the mechanical room to prevent freezing.**

ACCESS TO PROPERTY / EASEMENT

9. The Subscriber applies for a Service Connection to be made at the Subscriber's land identified as:

(hereinafter referred to as the "Land");

- 10. The Subscriber grants to the Utility a Public Utility Easement and Right of Way which shall be registered against and which shall run with the Land in perpetuity.
- 11. The Easement Area shall mean so much of the land and/or buildings as may be required for the Grantee to properly access the Utility Services for the Permitted Uses, including a 5 meter radius of the curb stop and shall not make any connection or interfere with the Utility Services installed within the Easement Area.
- 12. The Subscriber shall not substantially change the ground elevation where the Utility Services are located, such that the resulting depth of the pipeline will be less than 2.8 meters at any point, or less than 3.7 meters under any roadway without the prior written consent of the Utility;
- 13. The Subscriber shall not erect or place any fence, buildings or structure of any kind, nor pile or place any stones, rock, dirt, rubbish or any other thing including trees or shrubs where the Utility Services are located without the prior written consent of the Utility.
- 14. The Utility shall use the Easement area with reasonable notice to the Subscriber to:
 - a) Enter upon the land with the necessary vehicles and equipment and to install, affix, construct and place upon, over, under, in or across the land the Utility Services and to maintain, inspect, repair, replace and remove Utility Services as required for the continued operation of the Utility Services;
 - b) Perform periodic maintenance, testing, metering, upgrades, and regular or emergency service to the Utility Services, and to repair or replace any part of the Utility Services, and other maintenance, service or inspection for the continued operation of the Utility Services; and
 - c) Such other uses as the Utility may require for the continued operation and utilization of the Utility Services;

Subscriber Signature

SUBSCRIBER'S COVENANTS

15. The Subscriber agrees:
- a) To pay for all monthly water charges, fees, interest, penalties and surcharges levied by the Utility, commencing when water is available to the subscriber at the curb stop;
 - b) All invoices are due and payable within thirty (30) days of invoice date;
 - c) To ensure that the Utility at all times has current contact information for the Subscriber, including telephone, cell phone, mailing address and email address (if available);
 - d) To pay for any damage to the curb stop and/or the meter assembly.
16. The Subscriber shall NOT:
- a) Supply water to any other legal parcel. If a parcel of land is subdivided, a new water connection must be installed to the new sub-division (at the current cost) and a new Subscriber Agreement must be signed.
 - b) Install or permit to be installed, any plumbing or other system or device which results in, or can result in:
 - i. a cross connection of the Service Connection to any other water supply system;
 - ii. Circumvention or malfunction of the Utility's metering device such that the Subscriber would receive any water through the Service Connection that is not metered or not accurately metered;
 - iii. **Tamper with or remove/replace any components on the meter assembly board or the curb stop.**
17. The Subscriber shall be liable for any costs incurred by the Utility occasioned by violation of any provision of this Agreement including the cost of repairing or replacing any part of the Service Connection, or to remove any buildings, roadways or structures placed or constructed on the land that is the subject of the Utility's easement;
18. The Utility shall not be liable to repair or replace any fences, landscaping, stones, rock, dirt, rubbish or any other thing including trees, shrubs, or other obstacles erected or placed on the land that is subject to the Utility's easement and that are damaged or destroyed as a result of the Utility exercising any right in connection with the easement;

CONDITIONS AND LIMITATIONS OF SERVICE

19. The Subscriber acknowledges that:
- a) **Drip System** – The Service Connection installed shall be a "drip system" that is not designed to provide full pressure service for domestic, farm or business use;
 - b) **No Guarantee of Continuous Supply** – The Service Connection being installed is not designed to provide an uninterrupted supply of water and the Utility does not guarantee a continuous supply of water. Temporary shutdown of the Delivery System or its source may occur leaving the Subscriber without water for varying periods of time. The Subscriber is responsible to provide a water storage facility that is sized to satisfy the Subscriber's need for an uninterrupted supply of water. The Utility's ability to deliver water is subject to any agreement or requirements of SaskWater;
 - c) **No Guarantee of Quality** – The quality of the water received by the Subscriber at the Point of Delivery is subject to limiting factors that are not within the control of the Utility, including the quality of the water delivered by SaskWater to the Utility, aggregate usage rates of all Subscribers to maintain sufficient water flow and chlorine levels in the Delivery System, the actions of other Subscribers, mechanical failures of pipes and equipment, deliberate sabotage, or other unanticipated factors and the Utility therefore makes no representation as to the quality or potability of the water delivered to the Subscriber at the Point of Delivery;
 - d) **Discontinuance of Service** – The Utility may discontinue, without notice, water service to the Subscriber under the following circumstances:

- i. The Subscriber is in breach of any of the terms of this or any other agreement between the Utility and the Subscriber, or in the event the Subscriber fails to comply with any by-law, policy, rule, regulation, or resolution of the Utility;
 - ii. In the event any condition exists in the Subscriber's equipment that poses risk to the Utility, including, but without limiting the generality of the foregoing, contamination, reverse or negative pressure, or other condition.
 - iii. To redistribute the water supply in emergency situations such as firefighting;
 - iv. Any other condition or event that, in the Utility's sole discretion, is or is likely to:
 1. be prejudicial to the Utility or its other subscribers;
 2. cause damage, harm or contamination of the Delivery system or any other property;
 3. constitute a breach or violation of any regulatory code, statute or other law or of any term of this Agreement;
 4. Force majeure, including war, strike, crime, earthquake, act of God, or any other event rendering continuous service to the Subscriber impossible or impractical;
20. Excluding for gross negligence or willful misconduct by the Utility or its Agents, or employees:
- a) The Subscriber releases the Utility, its agents, servants, employees or officials from any claim for damages, howsoever caused whether arising from negligence or nuisance, breach of contract or otherwise, and whether for direct or indirect, incidental or consequential damages in respect to the interruption or termination of water services, the failure or refusal to supply water services, the construction, installation, operation and/or maintenance of the Delivery System, the Service Connection or the supply of water, or the escape of water.
 - b) The Subscriber agrees to indemnify and save harmless the Utility, its officials, employees and agents from and against all claims arising by reason of the construction or maintenance of the Delivery System, or the Service Connection, whether from the installation, maintenance or supply of water, including the interruption or termination of water services, the failure or refusal to provide water services, or the quality of water supplied or the construction or transportation of the water or water system, or howsoever otherwise arising out of or in respect to the delivery of water from the point of origin.
 - c) The Subscriber agrees the Utility shall not be liable for damage caused by the escape of water from the Delivery System or the Service Connection, however caused, whether by negligence, in nuisance or otherwise;

GENERAL

21. The Subscriber may, by instrument in writing and with the consent of the Utility, transfer his/her interest under this Agreement to a subsequent owner of the Land, except with regard to the provision for financing the Purchase Price, and the Financing Agreement (if applicable) is non-transferrable, provided that the Subscriber shall notify the Utility of the change in ownership of the Land, and the Subscriber shall remain liable for all charges incurred for water service to the Land by reason of the Subscriber's failure to notify the Utility of the change in ownership.
22. The Subscriber further agrees:
- a) To be bound by the Bylaw creating the Utility, the Utility Bylaws, Regulations and/or all Board Policies made by the Utility;
 - b) The Subscriber certifies he/she is the legal and beneficial owner of the Land and agrees that any unpaid amount may be added to form part of the taxes of the Land and payment enforced by the local taxing authority as unpaid property taxes;
 - c) That all disputes between the Utility and the Subscriber shall be resolved within the 'Complaint Procedure' established by the Utility and the decision reached by such process shall be final and binding upon the parties;
23. Where used in this Agreement, terms importing gender shall be construed to mean either male or female gender or both genders, or the neuter gender in the case of an entity, and terms importing singular or plural numbers shall be construed to mean plural or singular numbers, where the context so requires;

- 24. This Agreement is binding upon the parties hereto, their heirs, executors, administrators, successors and assignees as the case may be and shall run with the Land. The parties hereto agree that a caveat or interest may be filed by the Utility on the lands affected to protect this Agreement;
- 25. Time shall be of the essence of this Agreement;
- 26. This agreement shall take effect from the date first written above.

****Disclaimer: By typing your name below, you are signing this form electronically.**

The Parties have hereunto subscribed their name as of the day and year first above written:

Subscriber – Print Name

Subscriber signature

Dundurn Rural Water Rep. – Print Name

Dundurn Rural Water Rep. signature

SEAL

WATER LINE SPECIFICATIONS (previously known as The Directive) (SCHEDULE “A”)

The Homeowner/Contractor is responsible for following all installation guidelines. If you require clarification on these specifications contact the DRWU. Any repairs or additional work required due to failure to follow these Installation Specifications, or to obtain clarification if required, shall be at the homeowner’s expense. If you have an installation situation which is not covered by these guidelines, you MUST contact the DRWU for approval before deviating from these guidelines.

If the pipe must be installed below a driveway, the pipe shall be placed at a minimum depth of 2.8 meters below the driveway. It is suggested that the Contractor also install a sheet of 50 mm thick Styrofoam SM insulation 300 mm above the top of the pipe in areas where frost is a concern (If you find a buried pipe coil – DO NOT use).

The pipe shall be 25mm CTS HDPE DR9 pipe with a minimum pressure rating of 200 psi and rated for potable use at a minimum depth of 2.7 meters below the ground surface.

No mechanical joints shall be used to connect the pipe together (i.e. no compression couplings, hose clamps, etc.)

The pipe shall be joined by butt-fusion or electrofusion in accordance with the pipe manufacturer’s recommended procedures for joining the pipe by qualified personnel. You must call the Utility to have the fusion inspected. The Contractor will need to pressure test from the inside of the house to ensure that the fusion held and there are no holes anywhere in the pipe.

Tracer wire must be included in the installation of the water pipeline. If a pipe stub is currently installed from the curb stop, the tracer wire must be installed from the house TO the pipe stub and NOT to the curb stop

A yard sketch of the pipeline routing, including any buildings/landmarks/etc., must be provided to the Dundurn Rural Water Utility before the curbstop will be turned on for use.

A holding tank and overflow must be installed prior to a meter being installed.

For backfilling of the service pipeline, the Contractor shall use material from the excavation or from other sources that is free of frozen material, rocks larger than 75 mm, refuse, and other deleterious materials. The Contractor shall use every precaution to prevent damage to DRWU infrastructure. Any damage to DRWU infrastructure from any cause during installation shall be repaired at the land owner’s/ contractor’s expense and not by the DRWU.

Where the water pipeline crosses existing underground utilities (power, telephone, natural gas etc.), the Contractor shall meet all the requirements outlined by the utility owner with respect to installing a water pipeline under or near the utility. The Contractor shall be responsible for locating the existing utility lines and obtaining all requirements of each utility. It is recommended that the water service line be installed as far from other utility lines as feasibly possible, so that if required at a future date, there is room to make repairs to the utility lines or the water line.

Where the 25 mm pipe penetrates the floor slab into the basement of the house, a 50 mm PVC pipe sleeve shall be installed in the floor slab around the 25 mm pipe. The space between the 25 mm pipe and the 50 mm PVC pipe sleeve shall be filled with silicone or a small amount of spray foam. Sufficient pipe shall be left in the basement to make the connection to the meter assembly board.

WATER REGULATIONS, 2002

Water pipes

- (1) Subject to subsections (2) and (3), no permittee shall install:
 - a) a water pipe in a trench with a sewer pipe; or
 - b) a sewer pipe in a trench with a water pipe.
- (2) If the minister is satisfied that it is in the public interest to do so, the minister may authorize a permittee in the permit to install a water pipe in a trench with a sewer pipe if:
 - a) the lowest portion of the water pipe is placed at least 600 millimeters above the highest portion of the sewer pipe in a vertical plane;
 - b) the water pipe is horizontally separated from the sewer pipe by at least 300 millimeters; and
 - c) the sewer pipe is not under internal pressure.
- (3) Subsection (1) does not apply to a service connection if the sewer pipe is not under internal pressure and is not located above the water pipe.
- (4) The permittee of a water pipe used to supply water intended for a human consumptive use or hygienic use shall cause the water pipe to be cleaned, disinfected and pressure tested before the commencement of its use. 13 Dec 2002 cE-10.21 Reg 1 s26

REGULATIONS FROM THE MINISTRY OF HEALTH – Saskatchewan Onsite Wastewater Disposal Guide: APPENDIX 24 – SEWER & WATER LINE INSTALLATION

Ground water may enter a water distribution system when negative internal/positive external pressures occur. The entry of ground water may be through leaks or breaks in piping, vacuum-air relief valves, blow-offs, fire hydrants, meter systems, outlets, etc. Therefore the relative location of sewer lines and water lines and the types of material used for each system are important considerations in designing a sewage system to minimize the possibility of contamination entering the water piping.

Parallel Installation

Sewer lines should be laid with at least 2.5 meters horizontal separation from any line.

Under unusual conditions (such as excessive rock, severe dewatering problems, congestion due to other utilities), a sewer line may be laid closer to a water line provided that the elevation of the crown of the sewer is at least 0.5 meters below the invert of the water line. The separation distance should be undisturbed native material or compacted backfill.

Where unusual conditions and the vertical separation cannot be obtained, the sewer should be constructed of materials and joints equivalent to water line construction.

Crossings

Sewer lines should cross under water lines with sufficient vertical separation to allow for proper bedding and structural support of both lines.

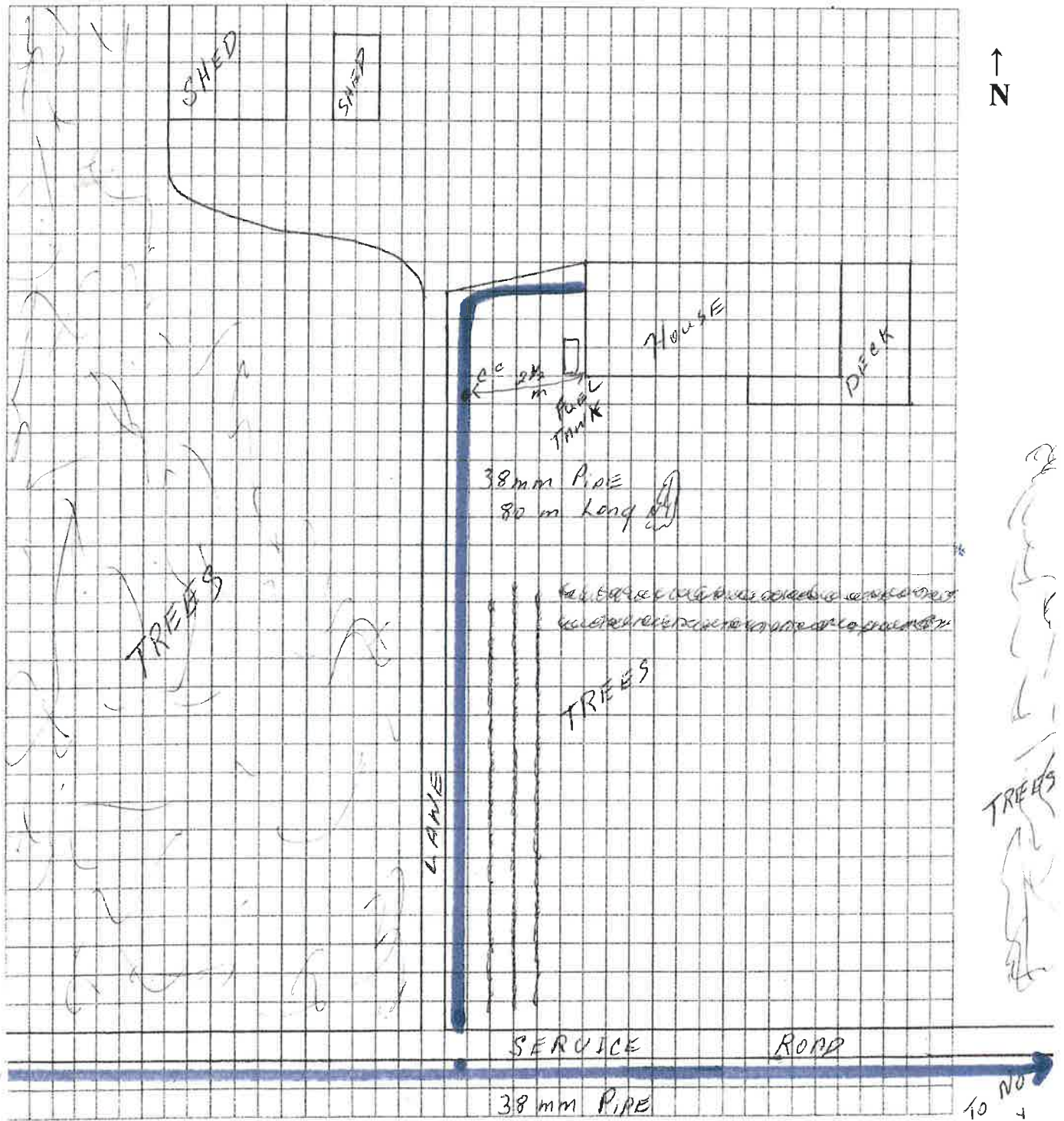
I have read and agree to all points listed on this page:

Signature

EXAMPLE OF A YARD DRAWING

(Please show trees, sheds, deck any other prominent structures along with pipe size and length of pipe)

RECORD YARD DRAWING





DUNDURN RURAL WATER UTILITY

E-mail: drwu@sasktel.net

DATE: _____

Subscriber Name: _____

Land Location: _____

