

WEYBURN UTILITY BOARD
Weyburn, Saskatchewan
Subscriber Water Supply Agreement
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THIS AGREEMENT made in duplicate this ____ day of _____ 20____

BETWEEN:

THE WEYBURN UTILITY BOARD
A Public Utility duly incorporated under
Section 228.1 of the Rural Municipality
Act of 1989, of the Province of Saskatchewan,
Box 192
WEYBURN, Saskatchewan
S4H 2J9
Hereinafter called the "Utility Board";

-and-

Hereinafter called the "Subscriber".

WHEREAS the Subscriber has applied to the Utility Board for a water connection for the supply of a minimum volume of one half gallon per minute for domestic purposes; and;

WHEREAS the Utility Board agrees to transport and supply water and the Subscriber agrees to take and pay for the transportation and supply of water upon and subject to the following terms and conditions.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. THE UTILITY BOARD agrees to supply either treated or untreated water, at the Utility board's sole discretion, to the subscriber at the following location and as outline in Exhibit "A" attached.

Land Description

Certificate of Title Number

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2. The Utility Board agrees to install the necessary connecting facilities such as the meter, valves and fittings to connect the Subscriber to the Utility Board pipeline.
- (a) the point of delivery to the Subscriber shall be the metering device which shall be operated and maintained by the Utility Board.
 - (b) The Subscriber acknowledges that all system service components upstream from the metering device are the property of the Utility Board and no subscriber shall alter, repair, or in anyway tamper with.
 - (c) The Subscriber shall assume responsibility for all costs and construction of the distribution system from point of delivery, being the metering device, to the point of use.
 - (d) In the event the service line, down stream from the metering device, ruptures or leaks and the Subscriber does not forthwith attend to the repairs thereof, the Utility Board may discontinue the supply of water until such time as the service line is repaired by the Subscriber. In the event the connection fails, the Utility Board (or an agent of the Utility Board) may attend to repairs thereof immediately should the Subscriber fail to do so, and all costs of repairs effected by the Utility Board shall be paid by the Subscriber upon demand thereof by the Utility Board the rights conferred upon the Utility Board under this paragraph 2.(d) are in addition to and do not take away from any other general rights or remedies of the Utility Board pursuant to other provisions of this Agreement.
 - (e) The Subscriber shall obtain all necessary approvals and comply with the conditions of approval and all regulations that are now applicable to or may become applicable to this Agreement. This includes any system improvements, such as water storage facilities, float valves, which for reasons of operation or maintenance, must be provided at the expense of the subscriber. Failure to do so shall entitle the Utility Board to immediately discontinue the supply of water.
 - (f) A plumbing permit is required to connect an existing or new plumbing system to a rural water pipeline. A plumbing permit shall only be issued to a journeyman plumber, a person who possesses a second class plumber's certificate issued by the Province of Saskatchewan before

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September 1, 1986 or a person who has been found to be a qualified person by the health district. A health district may inspect or test a connection of plumbing system for which a permit is required and the connection or system shall not be put into use until permission has been granted by the health district.

3. (a) The Utility Board does not guarantee to the Subscriber the:
- (a) Quantity
 - (b) Quality
 - (c) Pressure; or
 - (d) Uninterrupted supply;
- of the water supplied and the Subscribers specifically agrees and undertakes to hold the Utility Board harmless from all claims, losses and damages therefrom.
- (b) The supply of water and pressure shall be subject to service requirements, operating and maintenance requirements that are, or may be, established by the Utility board / The subscriber may be subject to disruptions of service and agrees to conform to restrictions of water supply or rationing at the direction of the Utility Board.
- (c) The Utility Board reserves the right, at any time, to discontinue its service and remove the Utility Board Facilities from the Subscriber's premises in any case where, in the Utility Board's opinion and such opinion is confirmed by the Minister of the Environment (Province of Saskatchewan), the operations of the Subscriber contravene any federal, provincial or municipal law relating to the pollution of the environment, whether such violation involves the pollution of air, soil or water or constitutes any other nuisance. In the event the Utility Board should elect to discontinue the supply of water hereunder as hereinbefore provided, then the termination of supply shall occur without further formality effective as of the date indicated by the Utility Board in a notice to the Subscriber to that effect.
- (d) The Subscriber expressly acknowledges that the Utility Board may discontinue, without notice, the water service in the event the service to the Subscriber poses operational concerns to the Utility Board or if the Subscriber is in breach of any of the terms of this Agreement.

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4. The Subscriber does herein grant to the Utility Board an easement and right-of-way for the purpose of the construction, installation, inspection, maintenance and operation of a waterline and connecting facilities thereto and does grant a right of ingress and egress to the waterline and/or connecting facilities to the Utility Board, its agents, servants and workmen, with such vehicles, machinery, supplies and equipment as may be necessary for the exercise and enjoyment of the rights and privileges granted herein. The rights granted herein shall be deemed to be and shall be annexed to the Subscriber's lands as covenant running with such lands.
5. The Subscriber shall permit the City of Weyburn a right of access to the site of connecting facilities.
6. The Subscriber agrees that the water supplied by the Utility Board shall be used for domestic use and for a farm operation, unless expressly approved by the Utility Board.
7. The Subscriber expressly agrees and promises that it shall not allow any other person any access whatsoever to the water supplied hereunder, and that no connections to the service line shall be made without prior written consent of the Utility Board.
8. The Subscriber agrees not to connect or permit a direct connection of the Utility Board's water supply to any other water supply system.
9. The Subscriber agrees the maximum design flow for each pipeline shall not exceed one half (.5) gallon per minute per hookup.
10. The Subscriber shall pay to the Utility Board the cost of the connecting facilities referred to in Section 2 above. The Subscriber acknowledges that the cost of the connecting facilities is ESTIMATED to be cost plus \$5000.00 to a minimum of \$20,000.00 per connection, as more fully set out in Exhibit "A" attached hereto, which sum shall be payable as outlined in Exhibit "A" attached.
11. (a) For the purpose of this Agreement "Service Charges and Water Charges" means the charges regularly approved by the Utility Board's bylaws, for the applicable service classifications.

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11. (b) The Subscriber agrees to pay the Service Charges and Water Charges. These charges shall be set regularly by the Utility Board and payment is to be made by the date established under the Utility Board's bylaws, after which date interest shall be charged at a rate and in the manner set out in the Utility Board's bylaws.
12. The Utility Board shall invoice the Subscriber every two months for the price of water supplied hereunder and payment shall be made by the Subscriber forthwith upon receipt of such invoice directly to the Utility Board. The Utility Board shall be entitled to disconnect service to the Subscriber if accounts submitted hereunder remain unpaid thirty (30) days after the date of invoice.
13. The Subscriber agrees to become a member, remain a member of the Utility Board, and abide by the Bylaws of the Utility Board for the duration of this Agreement.
14. Unless expressly stated to the contrary, all covenants and obligations of the Subscriber under this Agreement shall be kept and observed at the sole cost of the Subscriber and not the Utility Board.
15. This Agreement shall take effect from the date first above written.
16. Any provision hereof which may be held to be ultra vires shall be severable from the balance of this Agreement and the Agreement, but for the severed provision, shall otherwise continue in full force and effect.
17. The subscriber shall indemnify and save harmless the Utility Board, its officers, employees, agents or contractors, from and against and shall be responsible for any action, cause of action, suit, claim, liability, loss, damages, costs and expenses including reasonable solicitor/client fees, administration fees and disbursements, and any other proceedings whatsoever and by whomever and by whomever made, for personal injury, death, environmental impact or property damage, whether by way of judgment, compromise of settlement, arising directly or indirectly and whether by reason of anything done or omitted to be done, negligence or otherwise, from the performance or any default or delay in performance of its obligations under this Agreement, or from the remedying of such default by the first mentioned party, its agent, contractor, employee or licensee.

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- The Utility Board shall not be liable to the Subscriber for any injuries, including death, loss or damages be it personal or property, on the part of the Subscriber may arise from the performance, omission of performance, default or remedying of default of the Agreement.
18. 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 may be filed by the Weyburn Utility Board on the lands affected to protect this Agreement.
 19. In the event of sale of the affected property, the subscriber shall notify the Utility Board of the effective date of the sale and shall allow WUB access to obtain final meter reading. The subscriber shall provide forwarding mailing address for delivery of final water bill and provide prompt payment of account in full.
 20. Any construction that occurs over our existing water lines will be allowed only with prior approval of the Utility Board and at the risk of the Subscriber. A signed waiver will be required by the Utility Board prior to construction.
 21. Subscribers may be required to install tanks larger than the minimum 100 gallon if deemed necessary by the Utility Board.
 22. The subscriber supplied holding tank must have a two inch air gap with the drain outlet 2 inches below the water inlet. Overflow must be two times inlet size or one inch.

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IN WITNESS WHEREOF the parties have hereunto set their hands and seals this day and year first above written.

THE WEYBURN UTILITY BOARD

Chairperson

(*seal*)

Secretary-Treasurer / or Manager

Subscriber

Witness

Subscriber

Witness

Subscriber

Witness

Subscriber

Witness

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This is Exhibit “A” referred to in the “Subscriber Water Supply Agreement”.

The cost of connecting facilities for each and every water service connection shall be payable as follows:

1. Deposits shall be required as follows:
 - (a) a mandatory non-refundable deposit of \$1250.00 shall be payable to the Utility Board upon subscription.
2. Construction will commence:
 - (a) upon completion and signing of this subscriber agreementAND
 - (b) upon receipt in full of quoted price for construction including City of Weyburn hookup fees
3. Any costs (over and above the quoted price) incurred by the Utility Board during construction, shall be payable by the subscriber upon completion of construction.
4. Water will be turned on:
 - (a) once all payments for construction have been received by the Utility BoardAND
 - (b) once system is installed and has passed inspection
 - (c) system (holding tank, DCVA, pressure system) must be installed within 18 months of approval. If not completed at time of construction, the Subscriber will be solely responsible for the costs from the curbstop to the holding tank at a fee of cost plus 20%.
5. Any unpaid balances or service and other charges as at December 31st shall be applied to the relevant property taxes, under the provisions of The Rural Municipality Act, 1989.

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AFFIDAVIT OF WITNESS

CANADA)	I, _____
)	Of the City of Weyburn
PROVINCE OF SASKATCHEWAN)	in the Province of Saskatchewan
)	_____ (occupation)
TO WIT:)	make oath and say as follows:

1. THAT I was personally present and did see _____ named in the annexed document, who is (are) personally know to me to be the person(s) named therein, duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at the CITY OF WEYBURN, in the Province of Saskatchewan, on the _____ day of _____, 20____, and that I am the subscribing witness thereto.

3. THAT I know the said _____ and he/she/they is/are in my belief of the full age of nineteen years.

SWORN before me at Weyburn)	
)	
in the Province of Saskatchewan)	
)	
this _____ day of _____)	_____
)	Witness
A.D., 20_____)	

_____))
A Commissioner for Oaths for
The Province of Saskatchewan. My
Appointment expires on _____.