

WATER SUPPLY AGREEMENT

BETWEEN:

Sask Valley Rural Water Utility
(the “Utility”)

AND:

[♦]
(the “Subscriber”)

WHEREAS:

- A. The Utility is a body corporate, being a public utility board established pursuant to s. 33 of *The Municipalities Act*, (the “Act”) and is vested with the powers set out in ss. 23 to 32 of the Act.
- B. The Subscriber owns the land referenced in Schedule “A” and desires the continued supply of water by the Utility; and
- C. The Parties wish to set forth terms and conditions governing the supply of water to the Subscriber.

NOW THEREFORE in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

A. Definitions

1. **Definitions:** In this Agreement, the terms set forth below shall have the following meanings:
 - (a) “**Connecting Equipment**” shall mean a flow restrictor, Water Meter (also referenced in Schedule “B” as a flow meter) and double check valve all of which shall accord with the specifications adopted by the Utility from time to time;
 - (b) “**Distribution System**” means the entire water distribution system owned and operated by the Utility, excluding the Service Connection;
 - (c) “**Lands**” shall mean the lands, owned by the Subscriber, referenced in Schedule “A”;
 - (d) “**Party**” means a party to this Agreement, being either the Subscriber or the Utility and “**Parties**” means all parties to this Agreement.
 - (e) “**Service Connection**” shall have the meaning ascribed in s. 2(vv) of the Act and shall commence at the connection to the main line of the Distribution System and its couplings, regardless of location, to the point where the Subscriber’s Works connect to the Water Meter and shall include the Connecting Equipment;

- (f) **“Subscriber’s Works”** means the equipment to be installed at the subscriber’s end of the Service Connection, to include a connection pipe to the Subscriber’s storage equipment and such storage equipment as referenced in Schedule “B”;
 - (g) **“Water Meter”** shall mean the water meter installed on the Subscriber’s Lands.
2. **Expanded Meanings:** In this Agreement and its attached schedules, unless there is something in the subject matter or context inconsistent with the same:
- (a) The singular includes the plural, and the plural includes the singular;
 - (b) A reference to any statute extends to and includes any amendment or re-enactment of such statute;
 - (c) This Agreement (excluding the schedules), overrides the schedules; and
 - (d) The masculine includes the feminine.
3. **Amendment of Agreement:** There are no warranties, collateral warranties, representations, or other agreements between the Parties in connection with the subject matter except as specifically set out in this Agreement. No supplement, modification, waiver, or termination of this Agreement is binding unless signed in writing by the Party to be bound.

B. Application for Commencement of Service

4. The Subscriber hereby represents and warrants that the Subscriber is the legal and beneficial owner of the Lands and that there are no other persons interested in ownership or entitled to an ownership interest in the Land save for those listed.
5. The Subscriber hereby applies for the continued supply of water by the Utility, and agrees that upon execution of this Agreement by the Utility, the Subscriber shall:
- (a) Remain a subscriber of the Utility;
 - (b) Be bound by the Bylaw creating the Utility, the Bylaws of the Utility, and any rules and regulations and resolutions of the Board of the Utility, as each may be created or amended from time to time.
6. No water shall be supplied hereunder until such time as the Utility shall have:
- (a) Inspected the Connecting Equipment and the Subscriber’s Works and determined that they are in accordance with the requirements set forth in Schedule “B”; and
 - (b) Installed and/or inspected and sealed the Water Meter installed to measure the Subscriber’s water consumption and shall have recorded an initial reading.

C. Service Connection

7. The maintenance, repair, and replacement of all of that portion of the Service Connection lying above on or under the Lands (being the lands owned by the Subscriber) shall be the responsibility of the Subscriber, in accordance with the provisions of s. 28 of the Act.

8. Notwithstanding the fact that the maintenance, repair and replacement of all facilities lying under the Lands lies with the Subscriber, the ownership of any stop-cock, shut off valve and any Water Meter located on the Lands is and shall be vested in the Utility, no such apparatus may be installed, replaced, repaired, removed, turned on or turned off or otherwise operated by the Subscriber without the express written permission of the Utility.

D. Connecting Equipment and Subscriber's Works

9. The Subscriber shall be responsible at the Subscriber's own expense to install and maintain the Connecting Equipment and the Subscriber's Works, including, but not being limited to water storage facilities and any pressure system necessary to make use of the water delivered under this Agreement. Any such pressure system shall be housed in a suitable (at the sole discretion of the Utility) building or other facility to prevent such pressure system from freezing.
10. The Connecting Equipment and the Subscriber's Works will be constructed, installed, and maintained in accordance with the requirements set out in Schedule "B". The Subscriber's failure to construct, install, and maintain facilities in accordance with Schedule "B" shall entitle the Utility to immediately discontinue the supply of water hereunder.
11. In the event that circumstances shall require a change or improvement to the Connecting Equipment or the Subscriber's Works, the Utility shall give (except in the case of emergent circumstances) 90 days written notice to the Subscriber, during which time the Subscriber shall alter or add to the Connecting Equipment or the Subscriber's Works at the Subscriber's expense.
12. The Subscriber shall obtain all necessary approvals and comply with all conditions of such approvals, and all regulations that are now applicable to or may become applicable to the Subscriber's use of water, including the rules and regulations of the Utility as proclaimed and amended from time to time, and failure to do so shall entitle the Utility to immediately discontinue the supply of water hereunder.
13. Any Connecting Equipment and Subscriber's Works connected to the Utility shall be wholly constructed on the Lands.
14. In the event that the Subscriber should intend to pass title or possession to a third party of a portion of the Lands less than the entirety thereof, and in the further event that any portion of the Connecting Equipment or Subscriber's Works should be located on that portion of the land transferred, then, in such event, the Subscriber shall, before transferring title or possession
 - (a) Remove or call for the removal of all parts of the Connecting Equipment from the affected land, and
 - (b) Shall further either remove the Subscriber's Works or shall sever any existing connection between the Subscriber's Works that are located on the affected land, and those upon any land retained by the Subscriber.

(unless the Subscriber shall have obtained written authorization to refrain from so doing from the Utility).

1. Inspection, Repair and Replacement and Reading of Water Meter

15. The Utility shall be entitled to inspect, repair, and replace and read the Water Meter as the Utility should determine in its sole discretion. The Water Meter shall at all times remain the property of the Utility.

E. Repair of Service Connection Connecting Equipment and Subscriber's Works

16. In the event that that portion of the Service Connection lying above on or under the Lands, or any part of the Connecting Equipment or Subscriber's Works should suffer rupture or leak, the Subscriber shall immediately take steps to prevent the escape of water from the Lands and shall immediately conduct repairs.
17. In the event that the Subscriber shall fail to stop the escape of water, or to effect immediate repair:
- (a) The Utility may interrupt service to the Subscriber until such time as repair is effected; and
 - (b) The Utility may enter upon the Lands and effect repair or all or part of the Service Connection, the Connecting Equipment or the Subscriber's Works as the Utility shall determine, in its sole discretion is necessary to prevent the escape or loss of water and to prevent damage to adjacent land; and

the costs incurred by the Utility are an amount owing to the Utility pursuant to s. 28(7) of the Act.

F. Access by the Utility

18. It is a condition of the supply of water under the terms of this Agreement that the Subscriber shall grant the Utility access to the Subscriber's premises at all reasonable times upon notice as may be reasonable in the circumstances, to permit the Utility to:
- (a) Inspect the Service Connection, the Connecting Equipment and the Subscriber's Works to ensure that they conform with the terms of this Agreement and, if necessary, to inspect calibrate, repair, replace remove and read the Water Meter;
 - (b) Conduct monitoring for the purposes of permitting the Utility to comply with any federal, provincial, or municipal act or regulation; and
 - (c) Operate any stop-cock or shut off valve located on the Lands to terminate service;

and for the purposes of sections 16 through 18 of this Agreement, the Subscriber grants an easement and right of way over the Lands and a right of ingress and egress to permit the Utility full exercise of its rights hereunder.

19. Any rights of access and investigation are granted to the Utility in addition to and not in substitution for any rights of access available at law.

G. Supply of Water

20. The Utility shall supply water to the Service Connection by way of the Distribution System. Any connection, disconnection, or re-connection of the Service Connection to the Distribution System shall be done under the supervision of the Utility. The Subscriber acknowledges and agrees that the Subscriber shall not at any time make, permit to be made, or suffer any connection to the Distribution System or to the Service Connection that is not authorized in writing by the Utility.

It is understood and agreed that the Utility supply of water is a trickle system design with a 1 gallon/minute flow allocation per meter, with the flow allocation being subject to adjustment at the sole discretion of the Utility.

It is understood and agreed that the Utility does not guarantee quantity, quality, pressure, or an uninterrupted supply of water, and the Subscriber acknowledges that the Subscriber will be subject to disruptions of service and must agree to conform to restrictions of water supply required by the operations of the Utility as may be imposed by the Utility from time to time.

21. Control of all water supplied and taken under this Agreement shall pass from the Utility to the Subscriber at the boundary of the Lands, and after such passage, the Subscriber shall be in control of and responsible for such water.
22. The Subscriber shall accept full responsibility for ensuring that the quality of water supplied meets the Subscriber's needs and shall install and be responsible for the costs of any equipment required to ensure that water quality meets the Subscriber's needs. Without limiting the generality of the foregoing, the Subscriber shall be responsible for any and all water treatment which may be required to comply with any condition, regulation or Act which may be applicable or become applicable in regard to utilization of the water supplied.
23. The Subscriber accordingly releases the Utility and its agents, servants, employees and officials from any claims, demands, actions or causes of actions, whether arising in 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, operation and/or maintenance of the Distribution System, the quality of water, the supply of water, or the escape of water.
24. The Subscriber further agrees to indemnify and save harmless the Utility and its agents, servants, employees and officials from and against all claims, demands, actions or causes of action possessed by any person, arising by reason of the operation of the Utility, whether from the installation, repair or non repair of the Distribution System, its maintenance, or the 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 supply of water and without limiting the foregoing, any claim for loss or damage whatsoever arising from the use of any water supplied to the Subscriber by any person.
25. The Subscriber shall not supply water to any other party without first obtaining the written permission of the Utility (This provision does not prohibit provision for personal consumption or use to persons occupying the Lands).

26. The Subscriber agrees not to consent to or permit a direct connection of the Utility's water supply to any other water supply system.

G. Cost and Payment for Service

27. The Subscriber shall pay for the supply of water under this Agreement upon the terms and conditions of supply as fixed by the Utility from time to time.
28. In accordance with the terms and conditions as fixed by the Utility from time to time the Utility shall be entitled to disconnect service to the Subscriber if monies owing to the Utility by the Subscriber under the terms of this or any other Agreement shall be unpaid or in the event that the Subscriber should otherwise be in default pursuant to this Agreement, or any other Agreement between the Subscriber and the Utility
29. The Subscriber understands and acknowledges that any amounts payable to the Utility are a lien against the Lands and any improvements located thereon and are a charge on any goods of the Subscriber pursuant to the provisions of section 31 of *The Municipalities Act*.

H. General

30. The rights created by this Agreement are personal to the Subscriber only and may not be transferred to any other person. If the premises receiving service under this agreement are transferred, a new agreement must be entered into by the new owner.
31. It shall be a pre-condition of water supply under this Agreement that the Subscriber shall satisfy the Utility that the Subscriber's sewage facilities comply with all Acts, regulations, and other requirements. At all times the Subscriber shall maintain its sewage disposal system so that such system satisfactorily complies with all applicable legislation and regulations thereunder, and the Subscriber is required to obtain a permit under *The Plumbing and Drainage Regulations* (Saskatchewan) prior to connecting to any water system.
32. The Utility may, at any time, discontinue its service and remove any facilities from the Subscriber's premises in any case where, in the Utility's opinion, and such opinion is confirmed by the Minister of Environment, the Subscriber is contravening any Federal, Provincial or Municipal law relating to the pollution of the environment, whether such pollution involves the pollution of air, soil or water or constitutes any other industrial nuisance. In the event the Utility should elect a discontinuance of supply of water as hereunder provided, this Agreement shall thereupon terminate without further formality effective as of the date indicated by the Utility and notice to the Subscriber to that effect.
33. This Agreement shall take effect on execution by the Utility and shall continue until terminated by the Subscriber or the Utility upon three months' notice in writing or otherwise terminated pursuant to this Agreement.
34. Termination of this Agreement shall not affect the Subscriber's obligation to pay any sums owing hereunder or pursuant to any other agreement, which obligation shall remain in full force and effect.
35. The Utility shall be permitted to assign its rights and obligations under this Agreement at the Utility's discretion and the Subscriber has no right of approval and the consent of the Subscriber thereto shall not be required.

36. The rights and responsibilities of the parties hereunder shall enure to the benefit of the heirs, successors in title and permitted assigns.

IN WITNESS WHEREOF the Utility has affixed its seal duly attested to by its proper officers this _____ day of _____, 20_____.

SASK VALLEY RURAL WATER UTILITY

(c.s.)

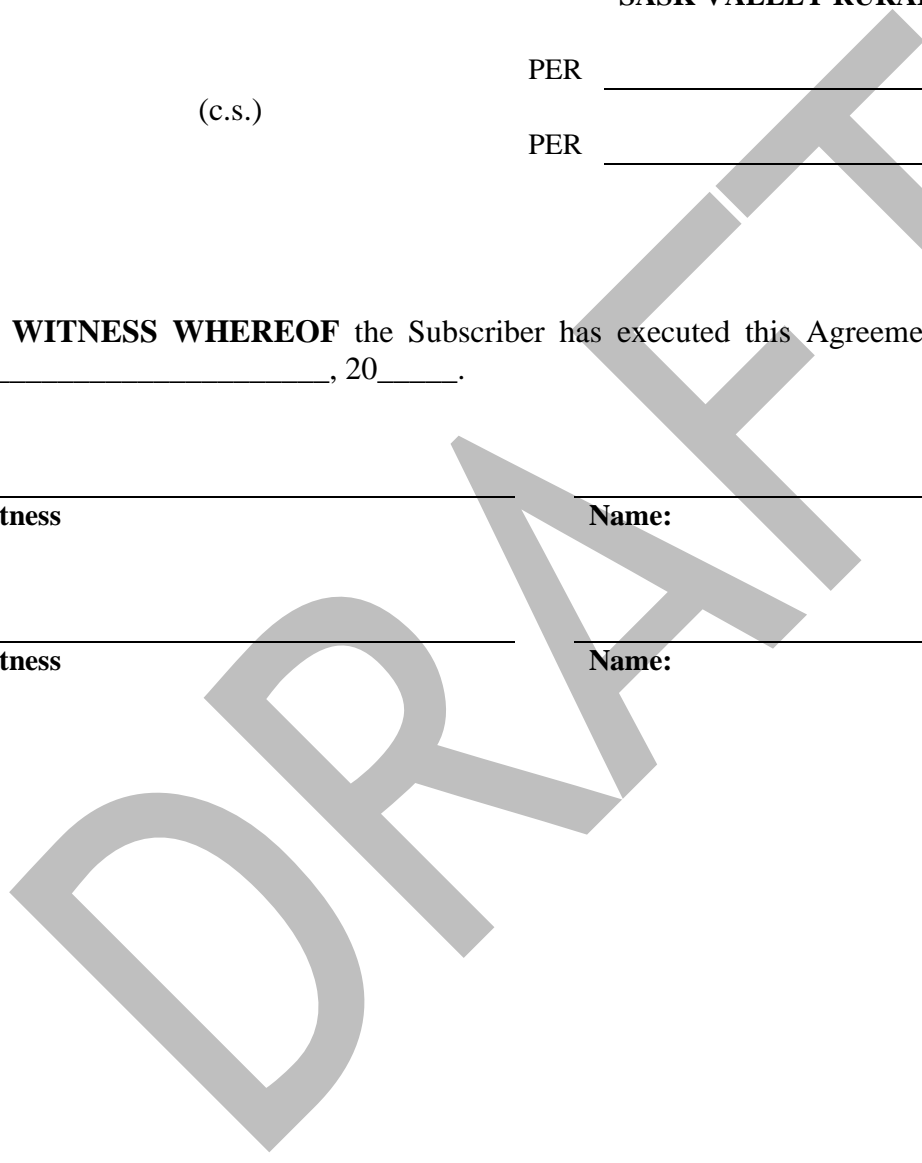
PER _____

PER _____

IN WITNESS WHEREOF the Subscriber has executed this Agreement this _____ day of _____, 20_____.

Witness **Name:**

Witness **Name:**



SCHEDULE "A"
TO WATER SUPPLY AGREEMENT

The Lands

Mailing Address:

Telephone:

Legal Land Description(s):

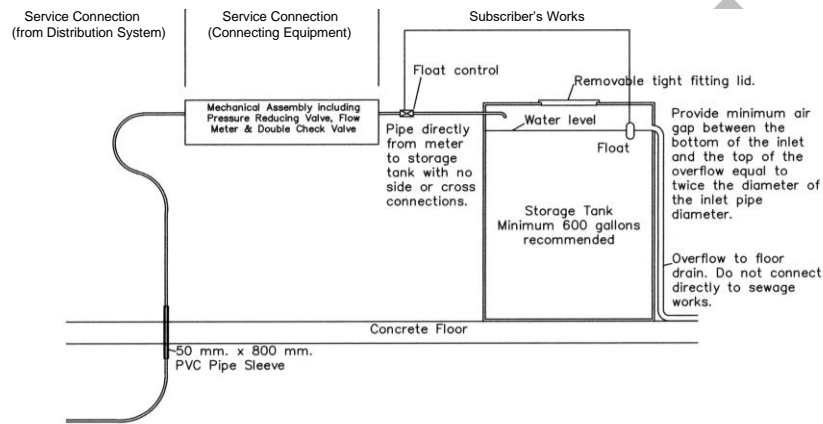
Title Number(s)

DRAFT

SCHEDULE "B" TO WATER SUPPLY AGREEMENT

SUBSCRIBER'S WORKS

The Subscriber shall construct at the Subscriber's own expense, facilities substantially in compliance with the diagram below:



Typical Air Gap Illustration

Note that it shall be mandatory for the Subscriber to:

- (a) Install a water storage facility (cistern or water tank) to store water for pressurization and further use. The minimum recommended by the Utility is 300 imperial gallons;
- (b) Ensure that there is at all times an air gap between the incoming pipe and the storage facility;
- (c) Ensure that the Connecting Equipment is in place at all times.