

# PRINCE ALBERT RURAL WATER UTILITY

## SUBSCRIBER'S WATER SUPPLY AGREEMENT (TRANSFER)

MADE IN DUPLICATE this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

BETWEEN

PRINCE ALBERT RURAL WATER UTILITY  
(Hereinafter called the "Utility")

AND:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

(Hereinafter called the "Subscriber")

WHEREAS:

The Subscriber applies to the Utility for the supply of water for domestic and/or farm or business purposes;

### WATER WORKS SYSTEM SERVICES (The "Pipeline")

1. It is mutually agreed that the water works system (herein called the "pipeline") means:
  - a. The point of delivery to the Subscriber will be the metering device;
  - b. The Subscriber acknowledges that all system service components upstream from the metering device, and all related parts, fittings and meters are the property of and under the control of the Utility;
  - c. The Utility shall be responsible for repair of system service components to the point of delivery, being the meter, and the Subscriber thereafter;
  - d. The Subscriber agrees to provide and maintain a water holding tank, minimum capacity of 100 gallons, after the point of delivery and further agrees to provide an air gap between the point of water discharge and the water level in the holding tank as set forth herein in Schedule "C";
  - 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, cisterns, float valves or otherwise, which for reasons of operation or maintenance must be provided at the expense of the Subscriber. Failure to do so shall entitle the Utility to immediately discontinue the supply of water.

### ACCESS TO PROPERTY

3. a. The Subscriber agrees to enter into and execute a Utility Easement and Right-of-Way (in the form as set forth herein in Schedule "D").

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- b. The Subscriber grants the Utility and its employees or agents access to the property for the purpose of maintenance of the pipeline and monitoring water quality in accordance with applicable provincial regulations for safe drinking water, to read the meter, and to ensure compliance with this Agreement.

### **UTILITY SERVICE CONDITIONS**

4. a. The Subscriber acknowledges that the temporary shutdown of the pipeline 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.
  - b. The Subscriber expressly acknowledges that the Utility may discontinue, without notice, the water service in the event the service to the Subscriber poses operational concerns to the Utility or if the Subscriber is in breach of any of the terms of this Agreement.
5. 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 pipeline, the supply of water, or the escape of water. 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 pipeline, whether from the construction, installation, maintenance or operation of the pipeline, including the interruption or termination of water services, the failure or refusal to provide water services, the quality of water supplied, 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 to the point of use.

### **SERVICE WATER CHARGES AND OTHER PROVISIONS**

6. The Subscriber will pay for water charges and any surcharges upon receipt of invoice within such time as provided by the Utility and thereafter such interest as maybe prescribed from time to time by the Utility.
7. a. The Subscriber shall not supply water to any other party without first obtaining the written consent of the Utility.
  - b. The Subscriber agrees not to consent or permit a direct connection of the Utility's water supply to any other water supply system.

### **GENERAL**

8. a. The Subscriber agrees to be bound by the Utility Bylaws, Regulations and/or the Board Resolutions made by the Utility.
  - b. The Subscriber agrees to the resolution of all matters arising out of this Agreement or out of the supply or distribution of water by the Formal Complaint Procedure as adopted by the Utility and to be bound by the decision thereof.

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- 9. a. The Subscriber certifies he/she/it is the legal, beneficial and registered owner of the land and if not, represents and warrants to the Utility that the lawful owner of the land has agreed to the provisions hereof, and agrees that any unpaid amount may be added to form part of the taxes of the land.
  - b. By initialing each point on Schedule “E”, the Subscriber understands and agrees to each point listed.
  - c. 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.
10. This Agreement shall take effect from the date first above written.
11. a. The Subscriber shall notify any subsequent owner of the land of the obligation to sign a new Subscriber Agreement and to pay the prescribed fee.
- b. The Subscriber shall notify the Utility if there is a new owner of the land.

***PRINCE ALBERT RURAL WATER UTILITY***

\_\_\_\_\_  
Chairman

(P.A.R.W.U. SEAL)

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Subscriber

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Subscriber

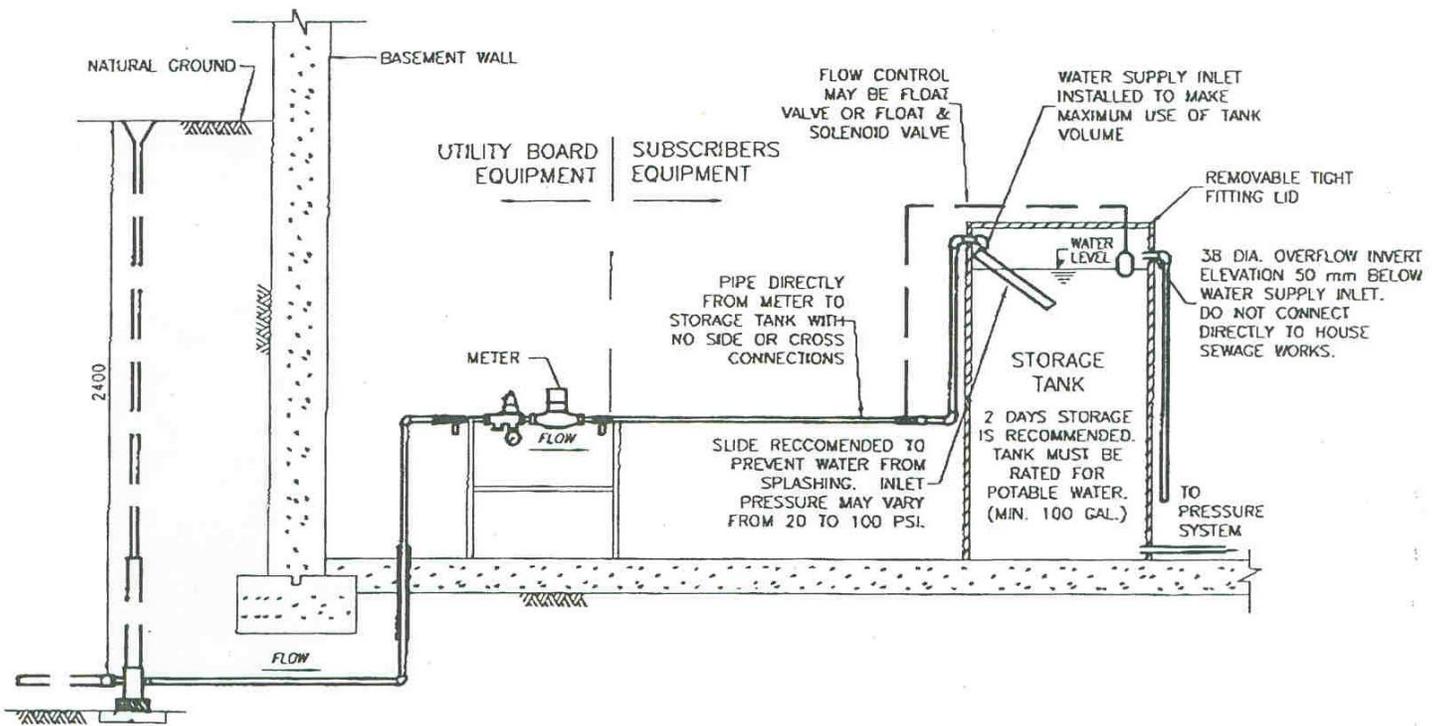
This is Schedule "C" referred to in the "Subscriber Water Supply Agreement."

**INSTALLATION & MANDATORY AIR GAP**

Your subscriber agreement states, "The Subscriber agrees to provide a water holding tank, minimum capacity of 100 gallons, after the point of delivery and further agrees to provide an air gap between the point of water discharge and the water level in the holding tank."

Your agreement with the City of Prince Albert states, "As a condition of service to its customers, the Board agrees that it shall require that every hook-up shall be constructed with an air gap between the hook-up and any private water system, including cistern...which is sufficient to prevent contamination of the water supply through the hook-up. The Board agrees that before water services are supplied to the customer, it shall inspect and, only if constructed in accordance with the terms of the obligation of this Agreement, approve the installation.

Please review the following diagram to ensure your system follows the proper installation.



Drawn C.D.F.	Approved C.D.F.	 Agriculture and Agri-Food Canada / Agriculture et Agroalimentaire Canada <b>PFRA ARAP</b> Public Water Institutions / Institutions de services publics	MELVILLE PFRA	
Checked J.J.B.	Date 2002/02/11		TYPICAL HOUSE CONNECTION	
		Scale N.T.S.	Date 2002/02	Sheet 1 of 1

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This is Schedule "D" referred to in the "Subscriber Water Supply Agreement"

**UTILITY EASEMENT & RIGHT OF WAY  
Grant of Easement to Prince Albert Rural Water Utility**

Made effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(I) / We, the undersigned (hereinafter called "the Grantor"), being registered owner (s) or having a legal interest of or in the land herein described as

Part    Qtr            Sec            Twp            Rge            Mer            Cert. of Title No.            R.M.#

DO HEREBY grant an easement in consideration of the sum of \$1.00, receipt of which is hereby acknowledged, for a right-of-way over the land herein described to Prince Albert Rural Water Utility (hereinafter referred to as "the Utility"), such easement to consist of:

The right of the Utility and its respective employees, agents, licensees, successors and assigns to enter upon the land with the necessary vehicles and equipment and to affix, construct and place upon, over, under or across the land, a water pipeline, together with all necessary structures, apparatus and equipment (hereinafter called "the pipeline") required for the Utility's purposes, and to maintain, inspect, repair, replace and remove the pipeline as required for the continued operation or removal of the pipeline (herein the "purpose") .

The Grantor shall be allowed free access to, and use of, the land except to the extent that it may be necessary for the Utility and their agents (servants, employees, licensees, successors) to enter the land for the purpose aforesaid. The Grantor shall not erect or place any buildings or structure of any kind, nor pile or place any stones, rock, dirt, rubbish or any other thing including trees or shrubs on the pipeline right-of-way. Nothing herein contained shall be deemed to vest in the Utility any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the said right-of-way, except only the parts thereof that are necessary to be dug, carried away or used in the laying down, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction and/or repair of the said pipeline.

When it is necessary for the Utility and its respective employees, agents, licensees, successors and assigns to enter upon the land for the purposes set out above, the Utility shall compensate the Grantor for loss of crops, and for any repairs to driveways, fences and buildings necessitated as a result of the actions of the Utility, in the carrying out its purposes.

The Grantor releases the Utility from any claim for damages, howsoever caused, including negligence or nuisance, and agrees to indemnify and save the Utility harmless from any claim or claims howsoever arising and whether in nuisance or negligence arising out of or in relation to the pipeline or the purpose.

This grant is of the same force as a covenant running with the land and is binding upon the Grantor, and shall inure to the benefit of the Utility and their respective executors, administrators, successors and assigns.

In Witness Whereof (I) / We, the Grantor (s) have hereunto subscribed (my) our name (s) the day and year first above written, in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Grantor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Grantor

**Prince Albert Rural Water Utility – Subscriber Water Supply Agreement - Page 6**

This is Schedule "E" referred to in the "Subscriber Water Supply Agreement"

I/We: \_\_\_\_\_  
(Names)  
\_\_\_\_\_  
\_\_\_\_\_

Subscribers of the Prince Albert Rural Water Utility, do hereby agree as follows:

\_\_\_\_\_

- 1.) Once we have requested to have the meter installed, I am aware that the current monthly service charge will be applied.

Initials: \_\_\_\_\_

\_\_\_\_\_

- 2.) My/Our subscriber's agreement will be cancelled or suspended at the discretion of the board and that my/our individual water connection will be turned off if I/we choose to bring forth any kind of legal action against the Prince Albert Rural Water Utility where the Prince Albert Rural Water Utility board believes their liability is not evident or is disputed by the Board.

Initials: \_\_\_\_\_

\_\_\_\_\_

Subscriber(s) signature(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_