

Dundurn Rural Water Utility
Subscriber Agreement for a Corporation – Transfer of House
(for a non-closely held OR municipal Corporation)

DATE: _____

BETWEEN

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

AND:

(Name of Corporation)
A body corporate, duly registered in the Province of Saskatchewan.
(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;

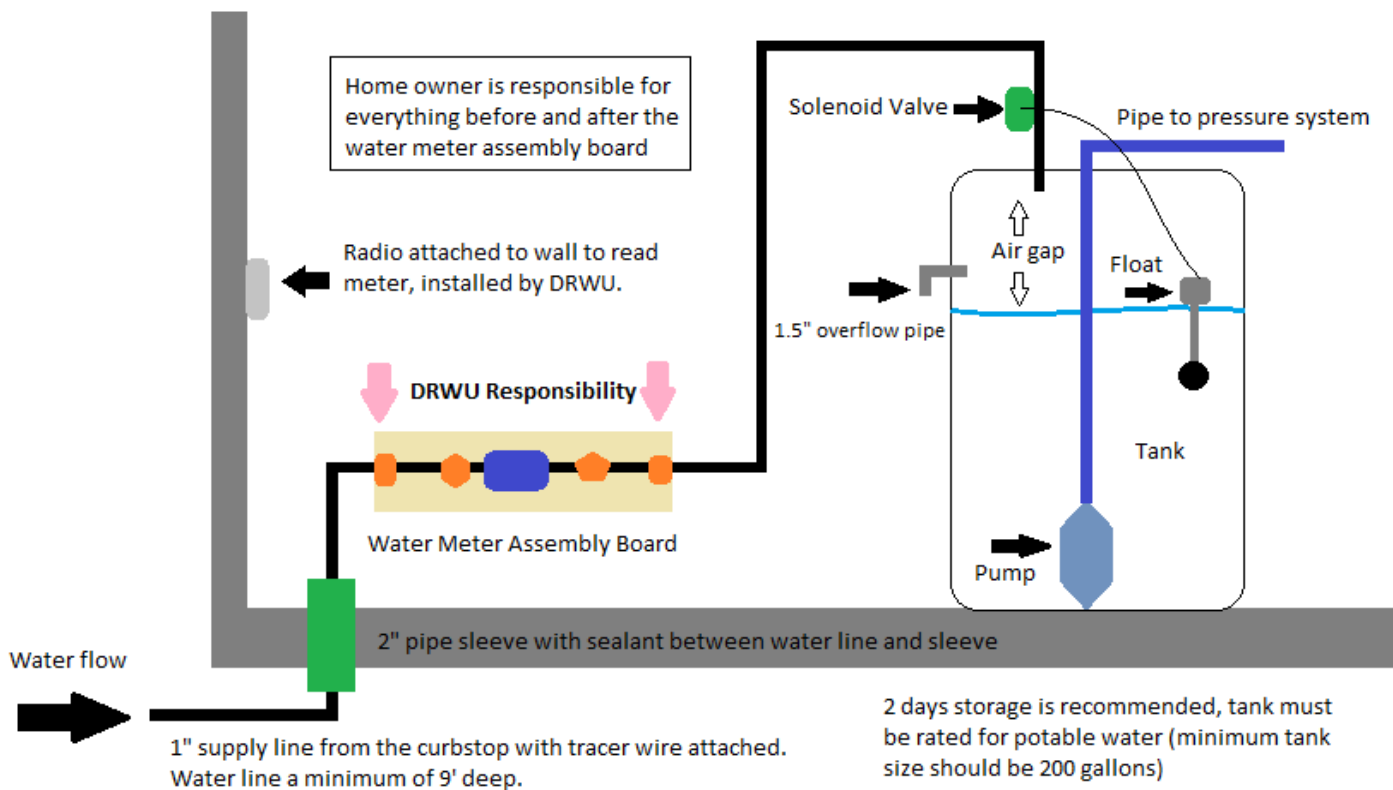
DELIVERY SYSTEM CONSTRUCTION AND INSTALLATION

2. 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;

SUBSCRIBER'S FACILITIES AND WATER CONNECTION

- 3. 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



ACCESS TO PROPERTY / EASEMENT

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

(hereinafter referred to as the "Land");

5. 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.

6. 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.

7. 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;

8. 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.

9. 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

10. The Subscriber certifies that it is a duly registered and validly subsisting corporation entitled to enter into this agreement and carry on business in the Province of Saskatchewan.
11. 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.
12. The Subscriber shall NOT:
 - a) In the case of a Subscriber that is a private corporation, 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) In the case of a Subscriber that is a municipal corporation or entity, supply water to any part of property that is outside of its municipal boundaries.
 - c) 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.**
13. 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;
14. 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

15. 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;
- e) Service to a municipal water supply will not be discontinued except in emergency circumstances for the protection of public health, protection of property or with appropriate ministerial direction or authority.

16. 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

17. 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.
18. 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 where the Service Connection is made for a non-government organization, the subscriber 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;

19. 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;

20. 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 (caveats will not be registered on crown land);

21. Time shall be of the essence of this Agreement;

22. 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 and seal (if applicable) as of the day and year first above written:

Subscriber

(Subscriber SEAL)

(print name of corporation)

Per:

(print name)

(print title)

(Signature)

Dundurn Rural Water Rep. – Print Name

Dundurn Rural Water Rep. signature

SEAL

**AFFIDAVIT VERIFYING CORPORATE
SIGNING AUTHORITY (if no corporate seal)**

C A N A D A) I, _____
PROVINCE OF _____) (NAME OF SIGNING OFFICER)
TO WIT:) of the _____ of _____
in the Province of _____

MAKE OATH AND SAY:

1. I am the _____ of _____ named in this document.
(Position) (Name of Corporation)
2. I am authorized by the corporation to execute the document without affixing a corporate seal.

(Signing Authority)