

South Yellowhead Water Corporation
SUBSCRIBER WATER SUPPLY AGREEMENT

This Agreement made in duplicate this _____ day of _____ A.D. 20 _____

BETWEEN:

South Yellowhead Water Corporation

A Non-Profit Corporation duly incorporated under "The Non-Profit
Corporations Act", 1995, of the Province of Saskatchewan,
Suite #201, 930 Heritage View
Saskatoon, Saskatchewan S7H 5S6

Hereinafter called the "Corporation"

-and-

(Place subscribers names, address and phone numbers here)
[Names to appear exactly as shown on title of land]

Name: _____

Name: _____

Address: _____

Home Phone: _____ Cell: _____

Location:

Part _____ Sec _____ Twp _____ Rge _____ Mer _____ Cert of Title # _____

Hereinafter called the "Subscriber"

WHEREAS the subscriber has applied to the Corporation for a water connection for the supply of a design volume of 720 Imperial gallons per day for domestic purposes and;

WHEREAS the Corporation 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. WATER QUALITY STATEMENT

- (a) The Corporation agrees to supply water obtained from a connection to the Sask Water Saskatoon Southeast Pipeline, at the Corporation's sole discretion, to the Subscriber at the land location described above.
- (b) The Subscriber is responsible for maintaining the quality of the water, once delivered, including water quality testing and the selection, purchase, operation and maintenance of treatment system(s) required to make the water suitable for the Subscriber's intended use.
- (c) Notwithstanding the provisions of paragraph 2 of the Agreement, the Subscriber shall permit the Corporation access to the point of delivery for the purposes of monitoring water quality in accordance with any applicable municipal, provincial or federal regulations.
- (d) The Subscriber agrees that the water supplied by the Corporation shall be used only for domestic use and for farm operation.

2. ACCESS TO PROPERTY

- (a) The Subscriber does herein grant to the Corporation an easement and right-of-way for the purposes 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 Corporation, 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 a covenant running with such lands.
- (b) The Subscriber grants to the Corporation and its employees or agents access to the Land and the Point of Delivery inside the Subscriber's building, for the purpose of inspecting the Service Connection and meter assembly and such other equipment necessary to complete the installation of the Service Connection, and, if required, to install such other portions of the Delivery System across the Land as may be reasonably required by the Corporation as well as providing access to maintain, inspect or repair such Service Connection and all related equipment.

3. INSTALLATION AND CONNECTION TO THE SYSTEM

- (a) The Subscriber shall arrange and pay for the complete cost of the Service Connection and connecting facilities,
- (b) Installation shall be in accordance with SYWC specifications and inspections.

4. INSTALLATION TERMS AND CONDITIONS

- (a) 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 the Agreement. This includes any system improvements, such as water storage facilities, pumps, cisterns 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 Corporation to immediately discontinue the supply of water.
- (b) The Subscriber shall provide a record drawing of final location of the service connection with accurate dimensions measured from property lines.
- (c) It is mandatory for the Subscriber to install a water storage facility (tank or cistern) complete with air gap. The air gap must be located between the Subscriber's water storage and the Corporation's metering device such that the Subscriber's distribution system is not directly connected to the Corporation's pipeline. The water storage facility must be provided such that the air gap will be maintained at all times.
- (d) The Subscriber further acknowledges that the pipeline constructed by the Corporation is not designed to provide an uninterrupted supply of water. Temporary shutdowns of the pipeline or its source may occur leaving the Subscriber without water. 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.

5. PROVISION OF WATERWORKS SYSTEM SERVICES

- (a) The Subscriber agrees to supply and install the necessary connecting facilities such as the service line, and other fittings as deemed necessary by the Corporation to connect the Subscriber to the Corporation pipeline. Facilities supplied by the Corporation and installed by the subscriber at the expense of the subscriber include the meter manifold (meter, backflow devices, sample port and associated valves).
- (b) The point of delivery to the Subscriber shall be the water meter assembly. The curb stop and box materials shall be supplied, operated and maintained by the Corporation.
- (c) The Subscriber acknowledges that all system service components upstream from the curb stop are property of the Corporation.
- (d) The Subscriber shall assume responsibility for all costs and construction of the distribution system from water mainline to the point of use, with the exception of materials supplied by the corporation as noted above.
- (e) The Subscriber shall install at the Subscriber's expense all plumbing components including Corporate supplied water meter assembly, pumps, tanks, and any other materials to connect to the point of delivery. Installation shall be in accordance with local plumbing codes and the Corporation's specifications and standards.
- (f) During the course of construction and upon completion of installation of the Subscriber's facilities, the Subscriber shall contact the Corporation for an inspection. Upon approval of the installation, the service connection shall be approved for commencement of service.
- (g) In the event the service line, downstream from the metering device, ruptures or leaks and the Subscriber does not forthwith attend to the repairs thereof, the Corporation 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 Corporation (or an agent of the Corporation) may attend to the repairs thereof immediately should the Subscriber fail to do so, and all costs of repairs effected by the Corporation shall be paid by the subscriber upon demand therefore by the Corporation. The rights conferred upon the Corporation under this paragraph are in addition to and do not take away from any other general rights or remedies of the Corporation pursuant to other provisions of the Agreement.
- (h) The Subscriber expressly agrees and promises to not allow any other access whatsoever to the water supplied hereunder, and that no connections or modifications to the service line shall be made without the prior written consent of the Corporation.
- (i) The Subscriber agrees not to consent or permit a direct or cross connection of the Corporation's water supply to any other water system.

6. CORPORATION SERVICE CONDITIONS

(a) The Corporation does not guarantee to the Subscriber the;

- i. quantity
- ii. uninterrupted supply
- iii. pressure, or
- iv. quality

of the water supplied and the Subscriber specifically agrees and undertakes to hold the Corporation 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 Corporation.

(c) The Corporation reserves the right, at any time, to discontinue its service and remove the Corporation facilities from the Subscriber's premises in any case where, in the Corporation's opinion, the operations of the Subscriber contravene any federal, provincial, or municipal law relating to the pollution of the environment, whether violation involves the pollution of air, soil or water, or constitutes any other nuisance. In the event the Corporation should elect to discontinue the supply of water hereunder as herein before provided, then the termination of supply shall occur without further formality effective as of the date indicated by the Corporation in a written notice to the Subscriber to that effect.

(d) The Subscriber expressly acknowledges that the Corporation may discontinue, without notice, the water service in the event the service to the Subscriber poses operational concerns to the Corporation or if the Subscriber is in breach of any of the terms of this Agreement.

7. SERVICE WATER RATES AND CHARGES

- (a) For the purposes of this Agreement “Service Charges and Water Charges” means the charges approved by the Corporation’s Board of Directors as outlined in Appendix A of this water supply agreement.
- (b) The Subscriber agrees to pay the Service Charges and Water Charges. These charges shall be set regularly by the Corporation and payment is to be made by the date established under the Corporation’s bylaws, after which date interest shall be charged at a rate and in manner set out in the Corporation’s bylaws.
- (c) The corporation shall be entitled to disconnect service to the Subscriber if accounts submitted hereunder remain unpaid as outlined in **SYWC Delinquent Water Account Policy**.

8. DISCLAIMER

Excluding for gross negligence or willful misconduct by the Corporation or its agents, or employees:

- (a) The Subscriber releases the Corporation, 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 Corporation, its officials, employees and agents from and against all claims arising by reason of the 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 Corporation 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.

9. GENERAL

- (a) The Subscriber agrees to become a member, and remain a member, of the Corporation and abide by the Bylaws of the Corporation, Regulations, and/or all Board Resolutions made by the Corporation or its Board of Directors.
- (b) 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 Corporation.
- (c) 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.
- (d) The Subscriber may, by instrument in writing and with the consent of the Corporation, transfer his interest under this Agreement to a subsequent owner of the Land, provided that the Subscriber shall notify the Corporation 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 Corporation of the change in ownership. A **Transfer of Subscriber Water Supply Agreement** Form shall be executed by the Seller and the Buyer.
- (e) **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 the Agreement can be registered by the Corporation as a Miscellaneous Interest on the lands affected to protect the parties' interests under this Agreement. All costs associated with preparation and registration of the Miscellaneous Interest shall be the responsibility of the subscriber.**
- (f) The parties agree to promptly execute any further documentation necessary to implement this agreement.
- (g) This Agreement shall take effect from the date first above written.

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

South Yellowhead Water Corporation

President

Secretary/Treasurer

Subscriber

Witness

Subscriber

Witness

Subscriber

Witness

