



# INTERLAKE WATER UTILITY

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## FORM #2 - WATER SUPPLY AGREEMENT

**Subscribers Name:** \_\_\_\_\_

**Address:**

\_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell #:** \_\_\_\_\_

**Email:** \_\_\_\_\_

THE SUBSCRIBER AGREES AS FOLLOWS:

- 1) The subscriber subscribes to receive water from the water plant and transportation system (hereinafter called the "System"). On the terms set forth herein and to make payment for the cost of the connecting facilities.
- 2) The Utility to connect the System to the Subscriber's water system.

WATER WORKS SYSTEM

- 3) It is mutually agreed:
  - a) The point of delivery to the subscriber will be the metering device. The subscriber acknowledges that the Subscriber is responsible for installation and maintenance of a water line from the curb stop to the metering device and after 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/or under control of the Utility.
  - c) The Subscriber shall assume all responsibility for all costs and construction of the distribution system from the point of delivery, being the meter, to the point of use.

d) The Utility shall be responsible for repair to the water line to the curb stop and also the water meter and the Subscriber shall be responsible for the water line after the curb stop to the meter and after the meter.

e) The Subscriber shall obtain all necessary approvals and comply with the conditions thereof that may be applicable to this application, whether this includes system changes, alterations or improvements, water storage facilities, or otherwise.

#### ACCESS TO PROPERTY

4) If it is necessary to install a water line on the subscribers land, the subscriber agrees to grant an easement for access to the lands by the Utility. The subscriber grants to the Utility access to the lands for the purpose of installing, servicing and reading the water meter and for the purpose of monitoring water quality in accordance with applicable regulations for safe drinking water.

#### CONNECTION TO THE SYSTEM AND PAYMENT

5) The utility Board shall invoice the Subscriber quarterly for a Connection Fee and a Consumption Charge. The subscriber will make payments directly to the Utility Board.

#### UTILITY SERVICE CONDITIONS

6) a)The utility will use its best efforts to ensure that the supply of water meets provincial guidelines and is delivered in a constant and consistent basis.

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 and policies and/or regulations of the Utility.

7) Any water supplied by the Utility to the Subscriber shall be on the condition of the Subscriber agrees to make no claim against the Utility, for indirect, incidental or consequential damages whether arising in negligence or otherwise. Further the subscriber agrees the Utility shall not be liable for actions based in nuisance or losses whether claimed be reason of the interruption or termination of water services or failure or refusal to supply water services. The Subscriber agrees to indemnify and save harmless the Utility, its officials , employees and agents from and against all claims arising be reason of the supply of water services, interruption or termination of water by the escape of water from the system, however caused, whether by negligence , in nuisance or otherwise.

SERVICE WATER CHARGES AND OTHER PROVISIONS

- 8) The subscriber agrees to pay the water charges and any surcharges approved by the Utility.
  
- 9) The subscriber agrees not to consent or permit a direct connection of the Utility's water supply system.

GENERAL

- 10) The Subscriber agrees to be bound by the bylaw creating the Utility, the Utility bylaws, Rules, Regulations and Resolutions made by the Utility.
  
- 11) The Subscriber certifies that he/she is 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 understands and agrees any unpaid amount may be added to form part of the taxes of the land.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Subscriber)

Legal description (LOT, BLOCK, PLAN)

\_\_\_\_\_  
Civic address  
  
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