

BETWEEN:

THE CITY OF _____, a municipal body corporate having an office at the City of _____, in the Province of Saskatchewan;
(hereinafter called the "City")

- and -

THE RURAL MUNICIPALITY OF _____, a municipal body corporate having an office at the City of _____, in the Province of Saskatchewan;
(hereinafter called the "RM")

WHEREAS the City supplies water to water users in various areas in the R.M. of _____;

AND WHEREAS, the City has agreed to supply such water subject to the conditions stated in this agreement.

AND WHEREAS, the RM intends to install a waterline to service proposed developments throughout the RM boundaries.

NOW THEREFORE, the City and the RM agree as follows:

WATER UTILITY

1. The RM agrees to obtain required permits from Sask Environment to own and operate a water supply system.
2. The RM agrees that it will be solely responsible for maintaining any water infrastructure in its boundaries including any repairs to the service line/main connection necessitated by any cause. In the event that any water infrastructure ruptures or leaks and the RM does not attend to the repairs as soon as possible, the City will discontinue services until such time as the service line is repaired by the RM.
3. The City agrees to provide water quality testing services for the RM and shall have the right to suspend service to any individual user who shall not comply with any orders or directions of the City. The City shall consult with the RM of any such suspension of service.
4. The RM agrees to construct as soon as reasonably possible underground water meter vaults on the watermains at the boundary lines between the City and RM including double check valve assemblies at points where the water mains leave City jurisdiction and where the R.M. owns the waterline.
5. The City shall continue to read meters and bill water users as per the present practice.
6. The City shall read the water meter at the edge of the boundaries annually and complete a reconciliation between the consumption noted in the property owner's utility bills and the consumption noted in the annual reading. The RM shall pay for any consumption not billed to the utility customers. Further, the RM on an annual basis will pay any delinquent accounts outstanding on behalf of their customers to the City.
7. The RM shall issue a development permit to each applicant connecting to the water system to ensure that the connections are completed subject to the standards and regulations set by the R.M. The RM shall notify the City of any such connections made.
8. The R.M. shall require all property owners connecting to the water system to apply for and install a City of _____ water meter, and pay all associated deposits, charges and fees and the RM shall do all such things as may be reasonably necessary to ensure that all property owners do so.
9. In accordance with the City's required bylaws, procedures and processes, the City and RM agree that the rates to be charged by the City to all property owners and others supplied hereinafter shall be equal to 1.75 times the rate charged to property owners within the limits of the City of _____.

10. The City can not guarantee water supply or water pressure and reserves the right to limit the amount of water and water pressure that may leave the City, similar to the reduction that is imposed upon City water users, due to other system demands and in the event that service is temporarily discontinued the City will not provide compensation or any other services.
11. The RM will not allow individual property owners to extend their water service to service any additional structures without the approval of the RM and City.
12. The RM hereby indemnifies and saves harmless the City from any and all liabilities, claims, demands actions or causes of actions, suits and costs which may be brought against the City by any person or persons, or corporation for injury, loss, damage whether personal or to property which may occur as a result of the construction, operation, maintenance, supply of treated water or whatever cause arising out of this agreement other than with respect to those activities conducted directly by the City.
13. Should the RM not comply with any provisions of this agreement, water supply will be discontinued upon 30 days written notice.
14. The RM shall consult with and obtain approval from the City for any extensions to the water infrastructure to service new areas, properties or subdivisions.
15. The RM agrees that it shall not re-sell water to any party other than RM rate payers and such re-sale will be through a bulk water dispenser.
16. The RM shall collect and remit Seven Thousand Five Hundred Dollars (\$7,500) from each commercial property subdivision requiring connection to the water system, including any subsequent sub-division, requiring connection to the water system..
17. The RM shall collect and remit Five Thousand Dollars (\$5,000) from each residential property subdivision requiring connection to the water system, including any subsequent sub-division, requiring connection to the water system.
18. The RM and the City shall negotiate the water connection fee to be remitted to the City for any development that would have high water use with high water use defined as any development that would use more than an estimated 30 cubic meters per month.
19. The RM and City agree that this agreement shall replace all previous agreements, between the RM and City relating to water supply, including but not limited to the agreement signed on _____, 20__.

IN WITNESS WHEREOF the parties hereto have hereunto by the hands of their proper officers signed their names and affixed their seals the day and year first above written.

CITY OF _____

MAYOR /

CITY MANAGER

RURAL MUNICIPALITY OF _____

REEVE

ADMINISTRATOR

SEAL

SEAL