

RAVENCREST WATER SYSTEM LTD.

Single-Family Residential Water Supply Contract

Amended January 2019

TERMS AND CONDITIONS OF SERVICE:

These terms and conditions apply to a single-family residential water service provided by RAVENCREST WATER SYSTEM LTD. (hereinafter referred to as 'RWSL') when RWSL agrees to supply and a Lot Owner in the Ravencrest subdivision (hereinafter referred to as 'the Customer') agrees to take service of the supply of potable water subject to the following:

1.0 APPLICATION FOR SERVICE:

The Customer may apply for connection or reconnection of a single-family residential service at RWSL's office and prior to such connection or reconnection of service, the Customer shall be required to execute RWSL's standard form of contract and pay such charges as may be required pursuant to RWSL's standard terms and conditions. ***Where the Customer and RWSL have not executed a contract for service, the taking of service by the Customer constitutes acceptance by the Customer of these terms and conditions of service.*** All terms and conditions are subject to change from time to time.

2.0 SERVICE SUPPLIED:

- 2.1** Service shall, unless otherwise agreed, be provided at the Customer's service address for a single-family residence. Except as provided below, RWSL shall provide a supply of potable water to the Customer. RWSL may, in order to inspect, repair, overhaul, reconstruct, test, or add to the distribution system, interrupt the supply of water but will give reasonable notice of any interruption in service wherever possible.
- 2.2** The service shall, unless otherwise agreed, be provided to the service address at the pressure available. The quality and purity of water supplied shall comply with the requirements of RWSL's Alberta Environment License to operate. RWSL shall not be under any liability to the Customer in respect of the quality and purity of the water supplied except if it fails to satisfy the requirements of the License as to the quality and purity thereof and it fails to take all necessary measures to remedy any impurity after receiving written notice to do so.
- 2.3** An integral part of the water treatment process covered by the RWSL Alberta Environment approval calls for the reduction of the fluoride content to Alberta Environment Standards through the use of a Reverse Osmosis (R.O.) unit in each single-family residence supplying water to a designated drinking water tap (e.g., at the kitchen sink). **See Clause 10.3 below.**

3.0 SUPPLY TO NON-CUSTOMERS:

No Customer shall permit any person to take any water (of meaningful quantity) supplied to his or her service address by RWSL to any other premises for the use of any other persons. If it comes to the knowledge of RWSL that any Customer has permitted the removal of water, RWSL may charge such Customer for each billing period during which such removal occurred at a rate that is at least twice the normal billing rate and the removal of water from the premises must cease.

4.0 RIGHT OF WAY:

The Customer shall provide, as required by and without cost to RWSL on, over or under land or any buildings owned, leased or under easement by the Customer. A satisfactory easement, right of way, space and location for RWSL's facilities if any, required to provide service to the Customer, RWSL shall have the right of free access to the Customer's property for meter reading or the installation, maintenance or removal of any equipment. The meter and remote readout shall at all times be fully accessible to RWSL for the purposes of reading the meter, making necessary inspections and repairs and shall not be blocked in any manner.

5.0 COMMENCEMENT OF SERVICE:

Service will commence or be deemed to have commenced at the time of a request for service by the Customer, the opening of the curb stop by RWSL. At commencement of service, the current Lot Owner must enter into a Single-Family Residential Water Supply Contract with RWSL and pay for water based on the current price schedule whether the water is being used or not.

6.0 ACCOUNTS:

6.1 RWSL operates on the basis of four quarterly billing periods each year payable in advance at January 1st, April 1st, July 1st and October 1st, using post-dated cheques or at such other intervals as RWSL may elect from time to time. Invoices will be sent out in December each year requesting the post-dated cheques for the upcoming year. Continued supply of water to the Customer is conditional on the receipt by RWSL of the post-dated cheques by January 15th of the current year.

6.2 In the event of a resale of a Lot by the Customer in mid-year, it is the responsibility of the Customer to notify RWSL at least seven days prior to the effective date of the sale and to provide the contact information for the Buyer. If the sale is effective in mid-quarter the Seller and the Buyer must adjust at Closing for that quarter. If there are uncashed post-dated cheques at the time of sale RWSL will return them to the Customer. The Customer will be responsible for all costs of water until RWSL is properly notified of the contact information for a Buyer.

6.3 An arrears charge of 2% per month (24% per annum) will be assessed on all accounts remaining unpaid after 30 days of the billing date.

7.0 DISCONNECTION:

RWSL may refuse to connect a service or, without any prejudice to any of its legal remedies, discontinue service without notice in the event of any of the following occurrences:

- (i) non-payment of any account,
- (ii) breach by the Customer of any of the RWSL's Terms and Conditions of service,
- (iii) any action or inaction by the Customer that would prejudice RWSL's ability to supply service or be compensated for that service under the terms of this contract,
or

- (iv) a new Customer taking possession of a serviced location without RWSL's knowledge or executed Single-Family Residential Water Supply Contract.

8.0 RECONNECTION:

When the Customer's service has been disconnected for any reason which is the fault of the Customer, reconnection of service shall be preceded by correction of any or all of the conditions for which service was disconnected and by payment of the following:

- (i) all amounts due and payable to RWSL,
- (ii) a \$200.00 deposit, and
- (iii) a reconnection charge equal to the actual cost of reconnecting the Customer, but not less than \$200.00.

All amounts due shall be paid in cash or by certified cheque and the deposit shall be held for a two-year period.

9.0 OWNERSHIP OF THE FACILITIES:

- 9.1 Notwithstanding the payment of any service connection fee by the Customer, RWSL shall have full title to all equipment installed and ownership and responsibility will end at the point of delivery, referred to as the valve curb stop.
- 9.2 The Customer shall, at his own expense, install a connection for water service (25mm PVC or PE Series 160), from the RWSL curb stop, being at the point of delivery, to the RWSL meter at the Customer's service location and shall maintain it in good repair at all times. The water service line shall be installed a minimum of 2.5 meters below ground level and preferably 3.0 meters below ground level under driveways and parking areas.

10.0 METERS AND EQUIPMENT:

- 10.1 The Customer shall at his expense install at his residence or other building or structure which first receives the water service line, the following flow meter assembly:
 - (i) Water Flow Meter: Positive displacement type, ABB Kent C700 Scancoder (or other model approved by RWSL) complete with Remote Read-Out Touch Pad. The meter will be supplied by and shall remain the property of and be serviced as required by RWSL.
 - (ii) Ball valves, 25 mm bronze, both upstream and downstream from the meter.
 - (iii) The meter remote read-out shall be installed in an accessible location at the front of the building, which contains the flow meter assembly, close to a driveway or parking area, 1.0-1.5 meters above ground level.
 - (iv) The flow meter assembly shall not be installed in a location that is subject to frost, pollution, corrosive or hazardous environment or in a confined space. The space shall be clean and adequately heated, ventilated and illuminated.

- (v) Any meter installation may be inspected by RWSL or by the Customer at any time and shall, upon written request of the Customer and within 60 days of notice to RWSL, be tested or calibrated. In the event the meter is found to be accurate within 2% either way, the expense of the test shall be borne by the party giving such notice. In the event the water meter is found to be inaccurate beyond the 2% limit, the bills for water supplied during the three calendar months preceding the test shall be corrected in proportion to the inaccuracy of the meter and such corrections will be accepted by both parties as settlement in full to that date of all claims on account of inaccuracy of the meter.
- (vi) All water outlets shall be connected downstream of the flow meter and the ball valves. There shall not be a bypass provided over the flow meter.

10.2 The Customer will provide, at its sole cost and expense, approved back flow preventers, which must be connected to all outside taps before service will commence.

10.3 In addition to the above flow meter assembly the Customer shall, at his expense, install a domestic capacity Reverse Osmosis (R.O.) unit provided by RWSL for each single-family residence and direct the output from the R.O. unit to a dedicated drinking/cooking water outlet in the house. See Clause 2.3 above. The Customer will be required to replace the R.O. membrane (estimated once per 1½ - 2 years) and the pre-filters (estimated once per year) when instructed to do so by the RWSL operator. The Customer must provide access to the residence for testing of the fluoride content every six months (or as dictated by Alberta Environment).

10.4 The flow meter assembly, the R.O. unit and the water service line shall be installed by a licensed plumber to the satisfaction of RWSL and the Municipal District of Foothills #31, and in accordance with the Alberta Plumbing Code.

11.0 WATER CONSERVATION:

11.1 The Customer is encouraged to install low flow fixtures to conserve water and to reduce its water usage bill: e.g., faucets, showerheads, dual flush toilets, etc.

11.2 Automatic underground sprinkler systems may be used for yard watering but only to water up to 15 meters (50') from the house. Automatic sprinklers must be programmed to water early in the morning when it is most effective and not in competition with peak daily demands for water usage in the residence. Notwithstanding the foregoing, automatic underground sprinkler systems are subject to any and all outdoor watering restrictions communicated by RWSL from time to time.

11.3 The Customer agrees when required by RWSL to only do outside watering on an alternate day basis, e.g., even address numbers on even number days and odd address numbers on odd number days, etc. The RWSL water conservation program will be similar to that used by the Town of Okotoks and may be amended from time to time.

- 11.4** The use of water supplied by RWSL is not permitted for the purpose of filling and maintaining swimming pools and skating rinks. Any Customer who currently has such an amenity or any Customer intending to install such an amenity must provide written notice to RWSL annually outlining his or her intentions regarding the source from which water will be supplied to fill and maintain such amenity. The Customer agrees that proof of purchase of the water used under the above circumstances from a source other than RWSL must be provided to RWSL upon request.
- 11.5** The Customer will restrict water use in cooperation with all Water Conservation notices issued by RWSL.

12.0 *LIABILITY AND INDEMNITY:*

Except for damage, injury or loss occasioned by the gross negligence of RWSL or its agents or employees acting within the scope of their employment, RWSL shall not be liable for and the Customer shall indemnify and save RWSL harmless against any and all claims and demands which may be made against it as a result of any damage, injury or loss, howsoever caused, suffered by or brought onto the premises or property owned or leased by the Customer. Notwithstanding anything herein contained, RWSL shall not be held responsible for any damage, injury or loss occasioned by interruptions, outages or leakage in the supply of water resulting from occurrences, however caused.

13.0 *GOVERNMENT APPROVALS:*

- 13.1** Notwithstanding anything to the contrary herein expressed or implied, the Customer's service shall be subject to RWSL obtaining all government orders, permits, approvals, and consents required by law with respect to the supply of service to a single-family residence.

14.0 *ADDITIONAL TERMS AND CONDITIONS:*

- 14.1** Notwithstanding the aforementioned terms of this contract, the parties hereto further agree to vary, modify, add or delete such terms and conditions as per Schedule 'A' attached hereto, said Schedule 'A' being part of this contract by reference and dealing with specific conditions under which a new service may be taken and the costs of water delivered to the Customer.
- 14.2** The Customer hereby charges and encumbers his or her Lot with fulfillment of his or her obligations outlined herein and acknowledges that RWSL is entitled to register a caveat against the title to his or her Lot in the event of default by the Customer under these Terms and Conditions.

TERMS and CONDITIONS hereby agreed to effective as of the 1st day of January 2018.

RAVENCREST WATER SYSTEM LTD.

Per: _____

Signature

Jon Ball

Name

RWS – Chairperson

Title

Address: Ravencrest Water System
50072 Cornerstone Plaza RPO, Okotoks, Alberta T1S 0C4

e-mail - "rwschair@ravencrestvillage.ca"

CUSTOMER

Signature

Witness Signature

Name (please print)

Witness Name (please print)

Signature

Witness Signature

Name (please print)

Witness Name (please print)

Legal Title Description: Plan Block Lot

Street Address: Ravencrest Drive, Okotoks, Alberta, T1S 0E8

Telephone Number(s): *please print clearly*

Name: _____

Name: _____

Home: _____

Home: _____

Work: _____

Work: _____

Cell: _____

Cell: _____

Email Address(es): *please print clearly*

Name: _____

Name: _____

Email: _____

Email: _____

It is the account holder's responsibility to ensure that RWSL always has your current contact numbers in case of an emergency.

RAVENCREST WATER SYSTEM LTD.

Single-Family Residential Water Supply Contract

SCHEDULE 'A'

Amended January 2023

TERMS AND CONDITIONS OF NEW CUSTOMER SERVICES:

Before a Customer or any person may tie-in to any RWSL Water Distribution Main in the Ravencrest sub-division where RWSL has committed to service the Lot with potable water, the following conditions must be met by the first Customer to make the tie-in:

1. CONTRACT:

The Customer must sign in and return to the office of RWSL, a copy of this SINGLE-FAMILY RESIDENTIAL WATER SUPPLY CONTRACT including the Customer's billing address and phone number and accompanied by payment of the connection fee to RWSL

2. INITIALIZATION OF WATER SERVICE:

The Customer shall pay a connection fee of \$1,000.00 plus GST. ⁽¹⁾

3. WATER CHARGES:

The current charges for water effective January 1st, 2023 are as follows ^{(1) (2)}:

Consumption per Month	Average consumption per day		Incremental Cost/Cu.M	Overall Cost per month	Overall Cost	
	Cu.M	Gal.			\$/Cu.m	\$/Gal
Flat fee includes first 75 Cu.M	0.82	180	\$3.53	\$88.34	\$3.53	\$0.016
Over 75 Cu.M (based on quarterly consumption)			\$6.00 – 0-25 Cu.M \$10 – 25+ Cu.M			

Consumption will be based on quarterly meter readings in March, June, September & December each year. Overage will be charged at the end of each quarter.

⁽¹⁾ Subject to annual review commencing October 1st, 2011.

⁽²⁾ At present it is the policy of RWSL to charge for water on a quarterly basis – in advance – at January 1st, April 1st, July 1st, and October 1st of the current year, using post-dated cheques. In the event of a sale of a house/lot in mid-year, the Seller is responsible for all costs up to and including the closing date of the sale – the quarter including the closing date to be adjusted between Seller and Buyer. Any unused post-dated cheques will be returned to the selling owner upon receipt of the contact information for the Buyer and the Buyer signing a RWSL Single-Family Residential Water Supply Contract.