



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

CUSTOMER SERVICE APPLICATION & AGREEMENT

NAME: _____
(the "Customer")

SERVICE LOCATION:

| | |
|--|--|
| | |
| | |
| | |
| | |

CONTRACT TERMS:

The Customer, as the registered owner of the lands comprising the above-noted Service Location (the "**Service Location**") wishes to purchase from the **COUNTY OF ST. PAUL NO. 19** (the "**County**") potable water services as further defined within this Agreement (the "**Services**") to be delivered through the County's system (the "**System**"), which Services are subject to the following terms:

- 1. Terms, Conditions and Bylaw(s)** – the Services are provided upon and subject to the terms, covenants and conditions contained within this Agreement, the standard terms and conditions imposed by the County respecting the Services as amended and replaced from time to time, which as of the date of this Agreement are attached to this Agreement (the "**Terms & Conditions**"), as well as the bylaw(s) implemented from time to time by the County respecting the provision of the Services (the "**Bylaw(s)**"), which Bylaws(s) may alter or replace the Terms and Conditions, all the terms of which form a part of this Agreement.
- 2. Terms of Service, Policies and Guidelines** – the Services are provided upon and subject to the terms of service, service and/or connection policies, and guidelines imposed from time to time by all upstream suppliers of water to the County and the County's System, as well as all similar service/connection policies and guidelines established from time to time by the County consistent therewith (the "**Service Policies**").
- 3. Connection Fees** – the Services are subject to payment of any and all connection fees charged by the County in respect of connection to the System and the receipt of the Services, which must be paid in full prior to commencement of any Services under this Agreement (the "**Connection Fees**").
- 4. Service Fees** – the Services are subject to payment of any and all fixed and variable fees contemplated from time to time under this Agreement and established from time to time by the County by resolution of Council, bylaw or otherwise, for the supply of the Services (the "**Service Fees**"). All Service Fees shall be payable monthly in accordance with the Bylaws and all accounts rendered to the Billing Address as stipulated from time to time under this Agreement.
- 5. Reconnection Fees** – the Services may be subject to a reconnection charge(s), which will be payable prior to Services being restored after being terminated due to non-conformance under this Agreement.
- 6. Discontinuance** – the Services will be discontinued in accordance with requirements of this Agreement and/or the Bylaw(s) due to non-conformance including non-payment of Connection Fees and Services Fees (collectively, the "**Fees**") and other accounts issued by the County. The County will discontinue service upon the request of the Customer, such discontinuance to be effective as of the earlier of (a) end of the month falling immediately after the month in which both the Customer's request in writing or (b) as of the effective date of the replacement customer service application and agreement received from a purchaser or other transferee of the above noted Service Location.

- 7. **Rates** – the rates utilized for calculating any and all Fees are set by Council by resolution, bylaw or otherwise, and may be amended from time to time;
- 8. **Service Connection** – any and all couplings, service lines/connections, cisterns, and other and equipment or facilities necessary for providing the Services (the “**Service Connection**”) must comply with this Agreement, as well as all County standards, Bylaws and Service Policies.
- 9. **Access** – the County shall have the right to access the Service Location upon reasonable notice (unless in the case of an emergency) for the purposes of inspecting any Service Connection, inspecting and maintaining meters, and connecting or disconnecting the Services.
- 10. **Notice** – all notices to the Customer may be sent to the Billing Address. Notices to the County may be sent c/o County of St. Paul, 5015 – 49 Avenue, St. Paul, AB T0A 3A4. The Customer may amend the Billing Address, and the County may amend its address for notice, upon written notice to the other party. All notices shall be sent by registered mail, courier, or personal delivery to the designated address.
- 11. **Information** – the information on this form is being collected for the purpose of a municipal operation or activity under the authority of the *Freedom of Information and Protection of Privacy Act*, Section 32(c). This information will be used at the discretion and will only be used for municipal purposes. For more information contact: the Utilities Clerk at c/o the County, at the above address for notices.
- 12. **Application & Acceptance** – the Services and this Agreement is subject to the County’s acceptance of this application, by notice in writing confirming the acceptance, whereupon this Agreement shall come into effect. Applications may only be submitted by the land owner and the Agreement may only be entered into with the land owner.
- 13. **Customer Acknowledgment** - I have read and agree to the information outlined in this Agreement, the Terms and Conditions, and where applicable the Bylaws(s) and the Service Policies, and acknowledge that I will be responsible under this agreement regardless of occupation of the Service Location by any tenant(s) and/or the direction of bills to any tenant(s) at my request.

DATED as of the _____ day of _____, 20__.

Customer Name: _____

Customer Name: _____

County of St. Paul

Per:

TERMS & CONDITIONS

IN THE CONSIDERATION of the mutual covenants and agreements contained within this Agreement, the County and the Customer hereby represent, warrant, covenant and agree as follows:

- 1. Definitions** – capitalized terms used within these Terms and Conditions shall have the meaning applied to them within the Customer Service Application & Agreement executed by the Customer (the “Agreement”).
- 2. Customer Information** – The Customer shall provide the County with thirty (30) days prior written notice of any changes or impending changes to the Phone Number, Billing Address, or Service Location noted above. The County respects the Customer’s right to privacy, and permits the Customer to control the treatment of personal information under the privacy policy established and amended from time to time by the County (the “Privacy Policy”). Under The County’s Privacy Policy, the County will not disclose to any third party, the Customer’s name, address, email address, telephone number, or any other personal information without prior consent, except as may be required by law or contemplated within the Agreement and the Privacy Policy. Information provided by the Customer to the County may be:
 - a.** disclosed in confidence to persons who, in the reasonable opinion of the County, are the agents of the Customer;
 - b.** utilized by the County in carrying out the functions and operations of the County under the Agreement (including, without restriction, enforcement of any provisions of the Agreement), and the operation of the System in general; and
 - c.** utilized by the County, or its agents or consultants, provided such agents or consultants agree to be bound by these provisions.
- 3. Service Limitations** – The Services offered from time to time by the County may offer a variety of pressures, volumes and quality. All Services are subject to the capacity of the System, availability water service from all upstream suppliers to the County. The Customer agrees that:
 - a.** the Services are subject to the Customer’s Service Connection satisfying standards of the County and all Service Policies, and subject to the capabilities of such Service Connection;
 - b.** the County cannot guarantee uninterrupted supply of Service, nor particular quality or quantity of service; and
 - c.** the Services are subject to any and all limitations, restrictions or requirements, and Service Policies imposed from time to time by upstream suppliers to the County.
- 4. Application For Service** - the Customer may apply for connection or re-connection of service at the County's office and, prior to such connection or re-connection of service, the Customer shall be required to execute the County’s standard form contract which may be in use from time to time, and pay such charges as may be required pursuant to these terms and conditions.
- 5. Deemed Agreement** - where the Customer and the County have not executed a contract for the Services, the taking of the Services by the Customer and/or the payment by the Customer of the initial or any subsequent account rendered by the County shall constitute acceptance by the Customer of these terms and condition of service.
- 6. Service Supplied** - the service shall, unless otherwise agreed to, be provided at the Service Location identified within the application and service contract. Except as provided below, the County shall provide a supply of potable water to the Customer. The County may, in order to inspect, repair, overhaul, reconstruct, test, or add to the System, interrupt the supply of water. The County shall give notice so the Customer of such occurrences as shall be reasonably feasible in the circumstances.
- 7. Quantity/Quality** – the Services shall, unless otherwise agreed to, be provided to the Service Location at the pressure available. The quality and purity of the water supplied shall comply with the requirements of all applicable legislation and regulations. The County shall not be liable to the Customer in respect of the quality and purity of the water supplied under the Agreement.
- 8. No Resale/Supply** – unless otherwise agreed to and/or accepted by the County, no Customer shall permit any person to take any water supplied to the Service Location by the County to any other premises for the use of any other persons. If it comes to the knowledge of the County that any Customer has permitted the removal or resale of water without consent, in addition to any other rights or remedies available the County may discontinue the Services to the Customer, or charge such Customer for each billing period during which such removal or resale has occurred at a rate as if there were two (or more if applicable) Customers with the total water consumption divided between the users.
- 9. Right Of Way** - the Customer shall provide, without cost to the County, the right 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 the County’s facilities required to provide service to the Customer. The County shall have the right of free access to the Customer’s property for meter reading or the installation, maintenance, inspection or removal of its equipment and systems.
- 10. Accounts** - accounts shall be rendered annually, monthly, bi-monthly, quarterly or at such other interval as the Agreement may direct or as the County may subsequently elect. The County reserves the right, in the event of being unable to obtain a reading of the water meter, to render its account based on an estimate without prejudice to its right to render a further bill after the meter is read. Accounts are due and payable when rendered and may be paid directly to the County or any authorized collections agent. All amounts in arrears more than 20 days after being due and payable shall be subject to interest at the rate established from time to time by the County to maximum of 1.5% per month (24% per annum) calculated from the due to the date that payment is received by the County.
- 11. Commencement Of Billing** - the initial billing period shall commence with the supply of water, but not later than 30 days after the County has made service available at the Service Location.
- 12. Security Deposit** - where the Customer’s use of the Services is temporary, or the Customer’s credit rating is not satisfactory, or the Customer’s service has been disconnected for non-payment of account, the County may collect from the Customer a security deposit in an amount up to the amount equal to the estimated regular six-month billing. An annual review shall be made of all deposits held for two or more years. Where the Customer’s credit rating is satisfactory and regular payments have been made as required, the Customer may elect to release the security deposit, in whole or in part. Upon disconnection of service the security deposit shall be applied to any indebtedness of the Customer to the County with the balance, if any, to be refunded to the Customer without interest.
- 13. Customer Contribution** - the County may collect a customer contribution comprised of any one or more of the following:
 - a. Special Construction** – a construction contribution representing the additional cost to the County in providing the connection to the System over any above the standard Connection Fee(s) charged by the County;
 - b. Construction Advance** - when the County considers a new service to require special and/or additional expense due to Customer requirements an advance in the amount estimated by the County may be required;
 - c. Optional Facilities** – a charge for any facilities provided at the Customer’s request, over and above those that the County would provide in a standard service. The Customer would be responsible for the entire cost of such facilities, which may be evidenced by a further agreement with the Customer which would define those costs. Ownership of all facilities shall remain with the County.
 - d. Temporary Facilities** - for facilities intended to serve for a relatively short time.

14. Standard Construction Contribution - the initial payment by each Customer shall be for a standard Connection Fee established and calculated from time to time by the County which shall include: the cost of a standard meter with remote readout; standard valves and appurtenances; a water availability charge; installation and site inspection costs; and at the County's option a standard connection from the County right of way and distribution main to the property boundary containing the proposed location.

15. Ownership Of Facilities - notwithstanding the payment of any contribution(s) by the Customer, the County shall retain full title to all equipment installed and maintained by the customer up to and including: any curb stop and rising stem valve installed by the Customer at the County's point of service, and the water meter together with any associated valves and appurtenances.

16. Customer Connection - unless otherwise agreed to by the County, the Customer shall be responsible for the construction and installation of the Service Connection from the property boundary to the proposed location of the meter, including the installation of the meter. The Customer installation must provide for a meter and isolation valve to be located in a frost free environment with the remote in an accessible location. The Customer shall supply storage equivalent to a two day supply of water and an air gap into their cistern, if applicable. Curb stop installation must be adequately blocked and all installations must be approved by the County. The maintenance and repair of the Service Connection shall at all times remain the responsibility of the Customer, which shall remain the property of the Customer (exclusive of the meter). For transmission line connections, the County may require the inspection and/or testing of the Service Connection from time to time to ensure that the condition and quality remains satisfactory to the County.

17. Connection and Alteration - the Customer shall not connect to any County facilities of the System, nor construct, install, alter, service, or repair and Service Connection, without the prior consent and approval of the County. Any installation of a Service Connection or connection to the System completed without the prior consent and approval of the County may be removed at the sole cost, expense and risk of the Customer, payable upon demand.

18. Point Of Delivery - the point of delivery shall be the point where the service valve is located within the County right of way at which point the service line would normally, but not always, exit directly onto the Customer's property consisting of the Service Location.

19. Disconnection - the County may refuse to connect a service or, without any prejudice to any of its rights or remedies, discontinue service without notice in the event of:

- a. non-payment of any amount within 60 days of rendering of any account with respect to which there is no bona fide dispute; or
- b. a breach by the Customer of any terms, covenants or conditions contained within the Agreement; or
- c. any action or inaction by the Customer that would prejudice the County's ability to supply service, or the County's ability to be compensated for that service under the terms of the Agreement; or
- d. a new customer taking possession of the Service Location without the County's knowledge.

The County shall have the right to perform any obligations in default at the sole cost, expense and risk of the Customer, payable upon demand.

20. Reconnection - when the Services to the Customer has been disconnected for any reason, re-connections of service shall be subject to and preceded by correction of any or all of the conditions giving rise to the disconnection and payment of

- a. all amounts due and payable to the County;
- b. a security deposit, if required by the County;
- c. a re-connection fee established by the County from time to time; and
- d. the applicable fixed service fee for each month in the first 12 months of disconnection provided that the charge shall not be payable where there has been a change of Customer at the Service Location or the service has been disconnected for more than 18 months.

21. Meters - all meters shall remain the property of the County. The Customer shall provide space, access, suitable connections, maintenance, and installation of the County's metering equipment.

22. Meter Dispute - any meter may be inspected by the County upon prior arrangement at any time and shall, upon the written request of the Customer and, within 60 days' notice to the County, be tested or calibrated. In the event that the said water meter is found to be accurate within 2% either way, the cost of the testing or calibration shall be borne by the party giving such notice. In the event that the said water meter is found to be inaccurate beyond the aforementioned limits, the accounts for water supplied during the 3 calendar months preceding the test shall be corrected in proportion to the inaccuracy of the meter, and such correction shall be accepted by both parties as settlement in full to that date of all claims on account of inaccuracy of the meter.

23. Liability And Indemnity - except for damage, injury or loss caused by the gross negligence of the County or its agents or employees acting within the scope of their employment, the County shall not be liable for, and the Customer shall indemnify and save the County harmless from and against, any and all claims and demands which may be made against it as a result of any damage, injury or loss, howsoever caused or suffered. Notwithstanding anything contained within the Agreement, the County shall not be held responsible for any damage, injury or loss occasioned by interruption or outages in the supply of water resulting from any cause whatsoever, and the County shall not be liable for damages resulting from loss of sales, production or throughput of any Customer's facilities or business, if applicable, for any reason whatsoever.

24. Government Approvals - notwithstanding anything to the contrary contained within the Agreement, either expressed or implied, the County's commitment to provide the Services to the Customer shall be subject to the County obtaining all governmental orders, permits, approvals and consents required by law with respect to the supply of service.

25. Termination of Service - the Customer shall be responsible for all Services supplied, and the fees and charges therefor, to the date of termination of service. Termination at the Customer's request shall be subject to and preceded by at least 7 days' notice from the Customer to the County. The Customer shall remain responsible for all fees and charges imposed by the County pursuant to the Agreement unless and until the required notice is provided, and expiration of the notice period contemplated above, regardless of any sale, transfer or other parting of possession of the property containing the Service Location.

26. Entire Agreement - The Agreement constitutes the entire agreement between the County and the Customer with respect to the matters contemplated herein, and shall replace and take precedence over all prior oral or written understandings, communications or agreements not specifically incorporated within the Agreement. The County may, in its sole discretion and without prior notice: (a) revise the terms and conditions of the Agreement including any Service Policies and Bylaw(s); (b) revise its billing rates and other fees; and (c) modify the Services at any time by posting any such revision or modification to the County's website effective immediately upon such posting. The Customer shall be deemed to have agreed to and accepted any such terms and policies, and/or revisions or modifications, by continuing to use Services following notification by posting to the County's website. In the event that any terms or portions of the Agreement (including any incorporated by reference) are determined by a court of competent jurisdiction to be unenforceable or otherwise contrary to laws, such terms or portions shall be severed from the balance of the Agreement which shall continue in full force and effect.

27. Assignment & Binding Effect - The Agreement shall enure to the benefit of and remain binding upon the County, together with its successors, assigns and licensees, as well as the Customer and its permitted assigns. No assignment of the Agreement, either in whole or in part, by the Customer shall be effective unless and until the County in its sole discretion consents to and/or approves of such assignment.