



Policy No. GP-2023-03

Rural Municipal Treated Water Servicing

Motion: 2023-149

Policy Purpose

The purpose of this Policy is to:

1. Protect the Town of Raymond who owns and operates a municipal treated water distribution system, hereinafter referred to as water system, water service, etc. for and on behalf of the residents of the Town of Raymond.
2. Provide treated water to residential property owner(s) residing outside of the Town of Raymond.
3. Allow residential rural utility service connections to the Town of Raymond water distribution system under the parameters outlined in this policy and upon entering into a Utility Right of Way Agreement and Rural Water Service Agreement (Appendix A).

Policy Statement

This Policy provides Town of Raymond administration with the ability to allow connections to the municipal distribution system within the limitations of this policy.

Rural municipal water servicing has been divided into two zones. The first zone is the Urban Fringe Area as defined in the Inter-Municipal Development Plan (IDP) between the County of Warner No. 5 and the Town of Raymond (Appendix B). The second zone is rural properties outside of the Urban Fringe Area.

General Terms of the Policy

With respect to all rural water utility servicing outside of the limits of the Town of Raymond:

1. An application for a new residential rural water connection is limited to a maximum of 0.5GPM per connection. Existing connections with a greater flow rate may continue to remain until such time as they are removed.
2. An application for a new rural water connection must be associated with a titled property.
3. Homeowner installation(s) or private contractor(s) are **NOT** authorized to install mainlines, extensions, or other waterlines upstream of any meter pit.
4. All installations must be completed directly by Town of Raymond Operations OR contracted directly by the Town of Raymond Director of Operations at their sole discretion.

5. All newly installed meter pits must be accompanied by a ¾" curb stop shut off valve.
6. All newly installed waterlines upstream of meter pits must be accompanied with tracer wire.
7. No new connections will be allowed downstream of an existing meter pit.
8. All costs associated with the application for a new rural water utility servicing, including approval requirements, are the responsibility of the applicant.

The following will **NOT BE ALLOWED:**

9. To transfer an existing connection from one property to another.
10. To subdivide, split, reduce, sell, transfer, or otherwise cause an existing connection to be reduced (example: subdivide a portion of land and split an existing 5.0 GPM connection to a 4.5 GPM connection and a 0.5 GPM connection).

Procedure

To apply for Rural Water Serving:

1. All applications must be in writing. All applications must include the following information:
 - a. Letter of request outlining the purpose for which the rural water service will be used.
 - b. Sketch of the proposed route and/or location of the rural water service connection.
 - c. Letters of permission from all property owners that the service line(s) may cross.
 - d. Payment of the non-refundable application fee (Appendix C).
 - e. Any other information that the Town of Raymond may require at the time of application.
2. Once the above is completed, the application package will be sent to a professional engineer for capacity analysis, engineered utility service drawings, and specifications. The Engineer will provide recommendation for approval based on existing system capacity.
3. If approved by Engineering, final approval of the application will be granted once the following additional information is provided and requirements met to the satisfaction of the Town of Raymond:
 - a. Payment of the Hookup Fee (Appendix C).
 - b. Payment of the Installation Retainer Fee (Appendix C).

- c. Signed and Fully Executed Utility Right of Way and/or Easements Documents as necessary.
- d. Signed Rural Water Service Agreement to be registered on the applicant's title.
- e. Completion of Utility User Information Sheet to set up billing account.
- f. Any other information that the Town of Raymond may require prior to installation.

Expiry

Application expiry date:

1. An application will expire and become void if not installed and placed into operation within two (2) year after the date of payment of the non-refundable application fee.
2. A maximum one (1) year extension may be granted by Town of Raymond administration at their sole discretion.
3. The Town of Raymond administration will mutually work the applicant to return any hook up fees, less incurred expenses, to the applicant in the event that the expiry of the application occurs.

Date Approved: May 16, 2023

APPENDIX A – Utility Right of Way and Rural Water Service Agreement

APPENDIX B – Urban Fringe Area and Transportation Corridors as per Town of Raymond Intermunicipal Development Plan (IDP)

APPENDIX C - 2023 Application Fees (For Future Fees – See Town of Raymond Fees and Charges Bylaw)

APPENDIX C – 2023 Application Fees

Non-Refundable Rural Water Application Fee	\$200.00
Hook Up Fee	\$20,000.00
Installation Retainer Fee	\$AS PER QUOTE

APPENDIX A

UTILITY RIGHT OF WAY AND RURAL WATER AGREEMENT FOR NEW HOOK-UPS ONLY

THIS AGREEMENT made this ____ day of _____ A.D. 2023.

BETWEEN:

THE TOWN OF RAYMOND
(hereinafter referred to as the "Town")

of the First Part

- and -

APPLICANT
(hereinafter referred to as "Rural Water User")

of the Second Part

WHEREAS the Town of Raymond owns and operates a water system for and on behalf of the residents of the Town;

AND WHEREAS the Rural Water User is desirous of gaining access to the Town's water supply system for ***domestic purposes only***;

AND WHEREAS the parties hereto agree that this system will be a trickle system requiring the installation of a cistern, even though the line is pressurized.

AND WHEREAS the Town is only agreeable to the above noted party utilizing the Town of Raymond water system based on the following terms and conditions;

NOW THEREFORE in consideration of the mutual covenants and conditions herein, the parties hereto agree together as follows:

- 1.0 The Town hereby agrees to supply to the Rural Water User, water for domestic purposes only, and only on the terms and conditions as hereinafter set out at the following lands and premises:

LEGAL DESCRIPTION FROM TITLE

Being Title Number: #

WATER QUALITY AND PRESSURE

- 2.0 The parties hereto agree that there is no agreement as to water pressure or volume to be maintained. However, the parties hereto agree that the maximum volume shall be ½ gallon per minute enforced by a flow restrictor to a maximum of 120,000 gallons per year per hook-up (hereinafter referred to as the "consumption cap").

BOOSTER MECHANISM

- 3.0 The Rural Water User hereby agrees that it shall not install any booster mechanism to any portion of the line, whether on the property of the Rural Water User or not.

OWNERSHIP OF THE LINE AND ONGOING REPAIRS OF MAINLINE ONLY

- 4.0 The Rural Water User hereby agrees that the Town is the owner of the mainline water system. The Town is responsible for the maintenance and upkeep of the mainline system only.
- 5.0 The parties hereto further agree that it is the responsibility of the Rural Water User to alert the Town to any maintenance issues and shall, in a timely fashion advise the Town of any emergent water leaks, breaks, repairs, or normal maintenance required on the mainline or secondary line.

FUTURE CAPITAL IMPROVEMENTS

- 6.0 The parties hereto agree that any future improvements to the water treatment centre and the rural distribution mainline system shall be borne by the Town.

DAMAGES AND INDEMNIFICATION

- 7.0 The parties hereto agree that the Town shall not be responsible for any damage to property, loss of service or injury as a result of the delivery or non-delivery of water as however caused, as aforesaid. In that regard, the Rural Water User hereby indemnifies and saves harmless the Town from any and all actions or damages in relation thereto both by the water user or any third party as a result of the actions of the water users, its agents or assigns.

HOOKUP FEE

- 8.0 The parties hereto agree that new Rural Water Users shall pay to the Town a hookup fee, in such amount, as the Town requires from time to time, in its sole discretion.
- 8.1 The parties hereto agree that the Rural Water User shall not allow any other entity to hook onto its system, whether on a mainline, or a secondary line, without prior written approval of the Town. Further, the Rural Water User agrees that it is not entitled to any fee or compensation as a result of any new hookup authorized by the Town.

USAGE

- 9.0 The parties hereto agree that the Rural Water User shall be restricted in domestic usage of Town water to a maximum 900 square metres of lawn per service plus normal household usage, including domestic and non-domestic animals.
- 10.0 The parties hereto further agree that no Town water shall be used for commercial livestock purposes unless specifically consented to by the Town in writing.

WATER FLOW

- 11.0 The parties hereto agree that there shall be a restriction on the water flow including a standard flow restrictor to ½ gallon per minute pursuant to a trickle system into a cistern built and paid for by the Rural Water User.

METERS

- 12.0 The parties hereto agree that each outlet shall be metered with shutoff valves at the cost of the Rural Water User and shall be accessible to the Town and located as determined in the sole discretion of the Town.
- 13.0 The parties hereto agree that the Town shall be hereby granted access onto the private property of the Rural Water User for the purpose of reading meters as it may require from time to time.

TERMINATION AND SUSPENSION

- 14.0 The parties hereto agree that the Town may terminate this agreement for any reason upon 90 days written notice.
- 15.0 The Rural Water User hereby agrees that the Town, in its sole discretion, may cease to supply water to the Rural Water User on a temporary basis without notice from time to time as the Town, in its unfettered discretion may deem appropriate, having regard to safety, health, protection, maintenance, or other factors in the sole discretion of the Town. In the event of non-payment of water charges by the user, the Town may temporarily suspend water supply to the user on THIRTY (30) days written notice served by registered mail at the user's last known address.

NON-MAINLINE INSTALLATION, METER, CURB STOPS AND METER PITS AND SECONDARY LINE REPAIRS

- 16.0 The parties hereto agree that the Town shall be entitled to charge to the Rural Water User for the cost of their secondary line installation or repairs provided by the Town to the Rural Water user in such amount as determined solely by the Town of Raymond. In the event that the line to be installed or repaired, other than the mainline, is to be installed or repaired by the Rural Water User, it shall notify the Town in advance and obtain consent, provide Town engineering approved plans and specifications, if required by the Town, and shall be responsible to pay for inspection by the Town engineer, if applicable in advancement of construction. In addition, any required meter and curb stop or meter pit installation or repair shall be paid for by the Rural Water User.

RIGHT OF WAY

- 17.0 The Rural Water User hereby grants to the Town a utility right of way the same to be registered against the Certificate of Title of the Rural Water User including the following terms:
- 17.1 The full utility easement shall be a blanket easement against any Title whereupon a water line is located with or without a detailed site plan as determined by the Town unless otherwise agreed by the Town.
- 17.2 Shall allow access for the purpose of repair, replacement, inspection, expansion, or of other works to promote the water transmission utility without payment of any costs or damages to the crops or property necessarily accessed in order to carry out the said works.
- 17.3 That the construction, maintenance, or expansion of the system shall be in the sole discretion of the Town.

- 17.4 That this utility right of way shall be registered against the Title of the Rural Water User and shall run with the land.

ACCESS

- 18.0 The parties hereto agree that the Town shall have reasonable access to the Land and buildings at all reasonable times for inspection of the lines, equipment, appliances, including water meters or for the purpose of repairing, maintaining or removing, expansion, or terminating service without compensation to the Rural Water User.

CONSUMPTION

- 19.0 The Rural Water User hereby agrees to abide by any consumption restrictions as established by the Town from time to time.
- 20.0 The Rural Water User hereby further agrees to pay any surcharge on consumption as levied by the Town in its sole discretion from time to time.

RESALE OF WATER

- 21.0 The Rural Water User hereby covenants and agrees not to sell or distribute water to any other party, nor to expand the number of any Rural Water Users' without notice to the Town and payment as required by the Town, in its sole discretion.
- 22.0 The Rural Water User hereby agrees that any water consumption cap applies on a one hook-up one residence basis.

PAYMENT

- 23.0 The Rural Water User hereby agrees to pay to the Town either monthly, quarterly, or annually, as determined in the sole discretion of the Town, an amount set by the Town from time to time for the right to receive water.
- 24.0 The Rural Water User hereby agrees that the water payment as aforesaid shall be billed to the registered owner(s).

LATE INTEREST, PENALTIES

- 25.0 The Rural Water User hereby agrees to pay all penalties and interest charged by the Town on any arrears owing under this agreement pursuant to any Town policies, at such rates and on the same basis as may exist from time to time for the payment of penalties and interest by the residents of the Town of Raymond.

ASSIGNMENT AND SUCCESSION

- 26.0 The parties hereto agree that this agreement shall constitute a charge against the land and shall run with the land so as to bind any subsequent registered owner(s).
- 27.0 The parties hereto further agree that this agreement and Caveat shall operate as a lien for any balance outstanding pursuant to the within Agreement and/or variations or amendments hereto.
- 28.0 The Rural Water User agrees to indemnify and hold harmless the Town from any and all claims, actions, damages and payment for costs including costs on a solicitor to their client

basis in relation to any collection or enforcement proceedings pursuant to the within agreement.

RESTRICTION ON RURAL WATER USERS

- 29.0 The Rural Water User hereby agrees that the Town shall be at liberty to contract with other Water Users including those who will use the same system as the Rural Water User if the Town deems it appropriate in its sole discretion.

CONNECTION

- 30.0 The Rural Water User hereby agrees to connect the waterline to the Town water system only at locations mutually agreed to and set out in plans and conditions submitted to and approved by the Town.
- 31.0 The parties hereto agree that a backflow prevention device acceptable to the Provincial Inspection Branch will be installed and maintained at the connection location to protect the public water supply system from backflow or contamination. This backflow prevention device shall be installed at the cost of the Rural Water User.

WATER SCHEDULING

- 32.0 The Rural Water User does hereby agree that any watering restrictions or schedules placed on water users within the Town shall apply to the Rural Water User and does hereby agree to be bound thereby unless specifically exempted by the Town of Raymond in writing.

ABSENCE OF WARRANTY

- 33.0 The parties hereto acknowledge that there is no guarantee of potable water supply to the Rural Water User.
- 34.0 The Town hereby agrees that it will not unreasonably block or restrict the flow of water.

ENUREMENT

- 35.0 This Agreement shall endure to the benefit and be binding upon the parties hereto, their trustees, executors, successors, or their assigns.

ESTOPPEL

- 36.0 Any waiver on behalf of the Town regarding any breach of any term of this agreement by the Rural Water User shall not only extend to that Rural Water User, and to that breach, and shall not extend so as to the estopping the Town from enforcement of any term of this Agreement with regard to that Rural Water User or any other Rural Water User at a later date.
- 37.0 The parties hereto agree to sign such further and other documents as are necessary to give full force and effect to this agreement.

WHEREOF the parties hereto have set their hands and seals on the day and date first written above.

TOWN OF RAYMOND

Per: _____
KURTIS PRATT

Witness

APPLICANT

Witness

APPLICANT

APPENDIX B

