

	TOWN OF CARMAN	POLICY NO. 005
	ADOPTED BY: Resolution No. 216	Last Updated: 2023
	DATE: December 19th, 2023	Page: 1 of 6
	TITLE: Water Utility Hookup Policy	Department: Public Works & Administration

PURPOSE: The purpose of this shall be to establish the regulations for the hook up of all water utility connections within the Town of Carman.

RATIONALE: To establish a structured system for the costs, responsibilities, and maintenance of water utility connections within the Town of Carman.

POLICY STATEMENT: The Town receives requests each year from residents for the connection of water utility. This policy will ensure consistency and fairness when handling requests.

ADMINISTRATION AND PROCEDURES:

General Information

1. The connection fee of **\$1,500.00 (One thousand five hundred dollars)** for all water hookups must be prepaid at the Carman Municipal office prior to the commencement of any construction. Payment of the connection fee will only give the applicant the right to connect to the Water System. In addition to the above, the water hookup applicant shall be responsible to retain the services of an approved water works contractor and pay for the actual cost of the hookup from the main water line to the building to be serviced.
2. The property owner will be required to enter into a water connection agreement with the Town of Carman outlining, among other things, the duties and responsibilities of both parties. (See attached copy of Agreement)
3. All water hookups shall be installed using the latest CSA approved curb stops, valves, service line, saddles and fittings and all materials used for the water connections must be approved by the Town of Carman Public Works Director.
4. All water hookups shall be run to the building to be serviced using the most direct route possible. Council may consider allowing more than one (1) building to connect to the same water service hookup where the second building is located on the same property (certificate of title) and the second building is physically located in such a way that it makes sense to be serviced by the same water service hookup. The property owner will be responsible for all additional costs to service the second building including service line upsizing if required.

5. To protect the integrity of the water utility system, all water hookups and repairs must be done by an approved water works contractor approved by the Town of Carman.
6. Water service charges shall be calculated on a per thousand gallon or cubic meter basis using the quarterly consumption on the water meter. Rates shall be subject to Public Utilities Board approval.
7. Water meters must be purchased from the Town of Carman.
8. In addition to the above where the applicant is expected to use more than 0.1 liters per second the application fee will increase. The minimum application fee will be subject to additional fees.

<u>Liters per second</u>	<u>Fee</u>
0.0 - 0.1 l/s	\$1,500
0.1 - 0.2 l/s	\$6,000
0.2 - 0.3 l/s	\$11,000
0.3 - 0.4 l/s	\$16,000
0.4 - 0.5 l/s	\$21,000
0.5 - 0.6 l/s	\$26,000
0.6 - 0.7 l/s	\$31,000
0.7 - 0.8 l/s	\$36,000
0.8 - 0.9 l/s	\$41,000
0.9 - 1.0 l/s	\$46,000

Connections

I. Where Main Water Line runs past the Property to be serviced

The connection fee for all water hookups where there is a main water line running past the property to be serviced is **\$1,500.00 (One thousand five hundred dollars)**. Payment of the connection fee will only give the applicant the right to connect to the water system. In addition to the above, the water hookup applicant shall be responsible to retain the services of an approved water works contractor and pay for the actual cost of the hookup from the main water line to the building to be serviced.

II. Where no Main Water Line runs past the Property to be serviced

The connection fee for all water hookups where an extension to the main water line is required to service the property shall be handled on a project-by-project basis. In areas where there is an opportunity to loop water lines or the potential for additional hookups in the future by extending the main water line, the Town of Carman may consider contributing to the project from the water utility's reserve fund. The Town of Carman will also continue to seek Federal and Provincial Government Grants for water utility infrastructure projects as such funding becomes available.

The Town of Carman may consider applications for main water line extensions and/or service connections where the applicant is either qualified to do the installation or has retained the services of an approved water works contractor and the applicant is prepared to pay for the entire cost of the project. All such hookups shall be supervised by the Town's approved water utility operator or Public Works Director. However, in such cases, the applicant will also be required to pay a connection fee based on the required liters per second. The minimum connection fee will be **\$1,500.00 (One thousand five hundred dollars)**.

Repairs & Maintenance

1. All costs for future repairs from the main water line up to and including the curb stop shall be the responsibility of the water utility unless damaged due to the property owner's negligence.
2. All costs for future repairs of the water line from the curb stop to the serviced building shall be the property owner's responsibility. These repairs must be performed by an approved waterworks contractor.
3. All costs for landscaping, lawn sod or re-seeding after the water hookup installation is completed are the responsibility of the property owner.
4. For new and existing connections where the curb stop (valve) is located in the portion of the service line; or when a leak has been determined in a property owner's curb stop (valve) it shall be identified to the said property owner and they will have 30-days to repair the curb stop (valve); and if this work is not completed within the timeframe outlined, the town shall undertake the work and bill the property owner the cost of the repair.

New Residential or Commercial Multiple-Lot Subdivisions

Water utility connection fees and infrastructure costs for any new residential or commercial multi-lot subdivisions may be negotiated with the developer using a development agreement.

The Town of Carman Council may vary this policy or make considerations.

CARMAN WATER CONNECTION AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____, A.D. 20_____

BETWEEN:

The Town of Carman
Box 160
Carman, MB R0G 0J0
(hereinafter called the "Town")

of the First Part,

- and -

Name of Property owner/s _____

Box ____

Carman, MB R0G 0J0

Civic Address: _____

Legal Description: Lot ____ Plan _____ in the Section-Township-Range

Certificate of Title: # _____

(hereinafter called the "Property owner")

Of the Second Part.

Definitions:

"Water System" Means the Municipal owned and operated water system.

"Property owner's Lands" means the lands legally described as Lot ____ Plan _____ in the Section-Township-Range and commonly known as _____ (Civic Address).

WHEREAS the Town deems it important that all residents have access to potable water where available;

AND WHEREAS the Town has set a Connection Fee of **\$1,500.00 (One thousand five hundred dollars)** for all Property owners who connect to the water line;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and agreements hereinafter set forth, reserved, and contained on the part of the Town and on the part of the Property owners respectively, to be paid, observed and performed, the parties hereto covenant and agree as follows:

ARTICLE I - PROPERTY OWNER'S DUTIES AND RESPONSIBILITIES

1.01 The property owner agrees to provide the Town with the **\$1,500.00 (One thousand five hundred dollars)** connection fee in conjunction with the signing of this agreement. Payment of the connection fee will only give the applicant the right to connect to the water system. In addition to the above, the water hookup applicant shall be responsible to retain the services of an approved water works contractor and pay for the actual cost of the hookup from the main water line to the building to be serviced. The Town may consider retaining the services of the approved water works contractor on the applicants' behalf provided that the applicant deposits 100% of the estimated service connection cost with the Town prior to installation with the balance due and payable to the Town of Carman immediately upon completion of the installation. All costs for landscaping, lawn sod or re-seeding after the water hookup installation is completed are the responsibility of the property owner.

1.06 The property owner will be required to pay a quarterly service charge approved by the Public Utilities Board.

1.07 The property owner agrees to provide access to their property to the Contractor during the initial installation of all required materials and equipment for their water connection up until the contractor's warranty period expires.

1.08 The property owner is responsible for any repair or maintenance costs to the system from the curb stop located on their property line to the residence or building being serviced.

1.09 If the residence or building being serviced by the has floor heat piping, and the property owner requests that the service line be installed into the residence or building, the property owner will be responsible for any damages that may occur to the floor heat piping as a result of the service line installation.

1.10 If the property being connected to the system is being leased or rented, the property owner is responsible both to ensure that the tenant complies with the conditions contained in this agreement and to provide the tenant with a written copy of this agreement.

ARTICLE II - TOWN'S DUTIES & RESPONSIBILITIES

2.01 The Town will be responsible for any repair or maintenance costs to the system including all main water lines, associated valves, and flush outs, after the contractor's warranty period expires.

2.02 The Town will be responsible for submitting the appropriate documentation to the Public Utilities Board for the approval of the quarterly service charge rates sufficient to meet the operating costs of the water system.

2.04 The Town will be responsible for paying all water system project finance costs in excess of net connection fees. It is anticipated that these costs will be recovered through future connection fees.

2.05 The Town will be responsible for operating the water utility in accordance with the Public Utilities Board regulations and in compliance with any other applicable Provincial regulations and requirements.

ARTICLE III - EASEMENTS

3.01 The property owner hereby grants and conveys to the Town in perpetuity, the right and easement to enter upon and use that portion of the property owner's land hereinafter described as the "Easement Area" and the right to do all things necessary thereon to annually clean out the septic tank and to construct, maintain, inspect, repair, replace and/or remove a water connection and appurtenances thereto, (herein called "the works") in the Easement Area and for every such purpose grants and conveys to the Town the right of access to the Easement Area over and across the property owner's land (herein called the "Property owner's Land") at all times by its servants, agents and employees or other persons acting with its authorization.

3.02 The property owner covenants and agrees with the Town that the easement and rights hereby granted shall run with the property owner's land and shall enure to the benefit of the Town, its successors and assigns and shall be binding upon the property owner, its successors and assigns and the property owner's successors in the title of the property owner's land or any part thereof.

3.03 The property owner hereby agrees that the rights, licenses, and easements hereby granted shall be exercisable forthwith and at any and all times hereafter by the Town and its servants, agents and employees in any manner, free and without charge.

ARTICLE IV – GENERAL

4.01 Preamble The Preamble to this agreement shall be incorporated into and forms part of this Agreement.

4.02 Successors Bound These presents and everything herein contained shall ensure to the benefit of and be binding upon the Town, their heirs, successors, and assigns, and on the property owners and their successors and assigns.

4.03 Headings The headings appearing in this agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this agreement or any part thereof.

4.04 Applicable Law The provisions of this agreement shall be interpreted according to the laws of the Province of Manitoba.

4.05 Amendments This agreement shall not be modified or amended except by an instrument in writing signed by the parties hereto or their successors or assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

SIGNED)
) Property owner(s)
)
)
) Per: _____
)
)

IN WITNESS WHEREOF The Town of Carman has hereunto caused its corporate seal to be affixed, duly attested to by the hands of its proper officers on that behalf, this _____ day of _____, A.D. 20__.

SIGNED)
) The Town of Carman
)
) Per: _____
) CAO/CFO