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|  | TOWN OF CARMAN | POLICY NO. 006 |
| | ADOPTED BY: Resolution No. 217 | Last Updated: 2023 |
| | DATE: December 19th, 2023 | Page: 1 of 11 |
| | TITLE: Sewer Utility Hookup Policy | Department: Public Works and Administration |

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

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

POLICY STATEMENT: The Town receives requests each year from residents for the connection of sewer 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 sewer 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 sewer System. In addition to the above, the sewer hookup applicant shall be responsible to retain the services of an approved licensed sewer works contractor and pay for the actual cost of the hookup from the main sewer line to the building to be serviced. The Town may consider retaining the services of an approved licensed sewer works contractor on the applicant’s behalf provided that the applicant pays 100% of the estimated service connection cost with the Town prior to installation.
2. The property owner will be required to enter into a sewer connection agreement with the Town outlining, among other things, the duties and responsibilities of both parties. (See attached copy of agreement)
3. All sewer hookups shall be installed using the latest CSA approved curb stops, valves, service line, saddles and fittings and all materials used for the sewer connections must be approved by the Town of Carman Public Works Director.
4. All sewer 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 sewer 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 sewer 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 sewer utility system, all sewer hookups and repairs must be done by an approved licensed sewer works contractor approved by the Town.
6. Sewer service charges shall be calculated on a per thousand gallon or CM basis using the quarterly consumption on the water meter. Rates shall be subject to Public Utilities Board approval.

Low Pressure Sewer Connections

I. Where Main Sewer Line runs past the Property to be Serviced

The connection fee for all low-pressure sewer hookups where there is a main sewer 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 low-pressure sewer system. In addition to the above, the sewer hookup applicant shall be responsible to retain the services of an approved licensed sewer works contractor and pay for the actual cost of the hookup from the main sewer line to the building to be serviced.

II. Where No Main Sewer Line runs past the Property to be serviced.

The connection fee for all sewer hookups where an extension to the main sewer 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 sewer lines or the potential for additional hookups in the future by extending the main sewer line, the Town may consider contributing to the project from the Sewer Utility's Reserve Fund. The Town will also continue to seek Federal and Provincial Government Grants for Sewer Utility Infrastructure Projects as such funding becomes available.

The Town may consider applications for main sewer line extensions and/or service connections where the applicant is either qualified to do the installation or has retained the services of an approved licensed sewer 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 wastewater utility operator or Public Works Director. However, in such cases, the applicant will be required to pay the minimum **\$1,500.00 (One thousand five hundred dollars)** connection fee.

New Residential or Commercial Multiple-Lot Subdivisions

Sewer utility connection fees and infrastructure costs for any new residential or commercial multi-lot subdivisions shall be negotiated with the developer through the use of a development agreement.

Repairs & Maintenance

1. All costs for future repairs from the main sewer line up to and including the curb stop shall be the responsibility of the sewer utility unless damaged due to the property owner's negligence.

2. All costs for future repairs of the sewer line from the curb stop to the serviced building shall be the property owner's responsibility. These repairs must be performed by an approved licensed sewer works contractor.
3. All costs for landscaping, lawn sod or re-seeding after the sewer hookup installation is completed are the responsibility of the property owner.

Urban Sewer Connections

I. Where Main Sewer Line runs past the Property to be Serviced

The connection fee for all sewer hookups where there is a main sewer 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 sewer system. In addition to the above, the sewer hookup applicant shall be responsible to retain the services of an approved licensed sewer works contractor and pay for the actual cost of the hookup from the main sewer line to the building to be serviced.

II. Where No Main Sewer Line runs past the Property to be serviced.

The connection fee for all sewer hookups where an extension to the main sewer 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 sewer lines or the potential for additional hookups in the future by extending the main sewer line, the Town may consider contributing to the project from the sewer utility's reserve fund. The Town will also continue to seek Federal and Provincial Government Grants for sewer utility infrastructure projects as such funding becomes available.

The Town may consider applications for main sewer line extensions and/or service connections where the Applicant is either qualified to do the installation or has retained the services of an approved licensed sewer 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 licensed wastewater utility operator or Public Works Director. In such cases, the applicant will be required to pay the minimum **\$1,500.00 (One thousand five hundred dollars)** connection fee, and the supervision time of the licensed wastewater utility operator.

New Residential or Commercial Multiple-Lot Subdivisions

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

Repairs & Maintenance

1. All costs for future repairs from the main sewer line up to and including the curb stop shall be the responsibility of the sewer utility unless damaged due to the property owner's negligence.

2. All costs for future repairs of the sewer line from the curb stop to the serviced building shall be the property owner's responsibility. These repairs must be performed by an approved licensed sewer works contractor.
3. All costs for landscaping, lawn sod or re-seeding after the sewer 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.

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

LOW PRESSURE SEWER 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:

"LPS" means the Low-Pressure Sewer System outlined in red on the attached map.

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

"Sewage" means the liquid or grey water portion normally associated with household Septic Systems.

AND WHEREAS the LPS is designed to service Property Owners in the Subdivision on Plan No. _____ located in the _____ wpm, existing Property Owners in _____ existing Property Owners along the LPS route, and existing Property Owners currently connected to the _____ Sewer System;

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 LPS;

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 low-

pressure sewer system. In addition to the above, the sewer hookup applicant shall be responsible to retain the services of an approved licensed sewer works contractor and pay for the actual cost of the hookup from the main sewer line to the building to be serviced. The Town may consider retaining the services of an approved licensed sewer works contractor on the applicant's behalf provided that the applicant deposits 50% of the estimated service connection cost with the Town prior to installation with the balance due and payable to the Town immediately upon completion of the installation. All costs for landscaping, lawn sod or re-seeding after the sewer hookup installation is completed are the responsibility of the property owner.

1.02 The property owner agrees to re-route any drain tile, eaves trough or any other drainage device that is not considered normal household "Sewage" to a sump pit or other acceptable form of drainage so that it does not enter the LPS. The property owner is responsible for any costs associated with the above and this must be completed before a connection to the LPS will be permitted.

1.03 The property owner is responsible for any costs associated with having their existing septic tank cleaned out and this must be completed immediately prior to connecting to the LPS. Furthermore, the property owner is responsible for any repair or replacement costs if their existing septic tank is found to be damaged or defective.

1.04 The property owner is aware that a new sewer pump must be installed as specified by the LPS Project Engineer (example: Monarch BE-S75 $\frac{3}{4}$ HP above ground pump - approved equal to originally specified Berkley ECC55010MB $\frac{1}{2}$ HP above ground pump) or specified STA-Rite EC750 $\frac{1}{2}$ HP submersible pump). The property owner understands that if the sewer pump requires replacement in the future, the new sewer pump will be required to meet original specifications so as to maintain the integrity of the LPS. The Town will negotiate with the LPS Project plumbing contractor to stock or have available on short notice a specified sewer pump for emergency replacement purposes.

1.05 The property owner is responsible for the cost of installing a septic tank alarm to provide notification if there is a sewer pump failure or some other unforeseen event that causes the septic tank to overflow, which may lead to a sewer backup.

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

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

1.08 The property owner agrees to provide access to their property to the septic hauling contractor whose services are retained by the Town for the annual septic tank cleanout. In the event that the aforementioned access is denied, the Town may, at their discretion and in compliance with any Public Utilities Board Regulations, turn-off the LPS connection curb-stop until the property owner grants the required access.

1.09 The property owner is responsible for any repair or maintenance costs to the LPS from the sewer line curb stop located on their property line to the residence or building being serviced by the LPS after the LPS project contractor's warranty period expires.

1.10 The property owner is responsible for any additional costs of changing the existing sewer sump setup including electrical upgrades if required to facilitate connection to the LPS.

1.11 If the residence or building being serviced by the LPS has floor heat piping, and the Property Owner requests that the LPS 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 LPS service line installation.

1.12 If the property being connected to the LPS 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 LPS including all main sewer lines, associated valves, flush-outs and sewer line curb stops after the LPS project contractor’s warranty period expires.

2.02 The Town will be responsible to submit 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 LPS.

2.03 The Town will be responsible to retain the services of a septic hauling contractor and pay the costs for the annual pump out of all septic tanks connected to the LPS.

2.04 The Town will be responsible to pay all LPS 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 LPS as a sewer 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 sewer 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/Owners
) Per: _____
)
)
)
) 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
)

SEWER CONNECTION AGREEMENT

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

BETWEEN:

The Town of Carman
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:

"Sewer System" means the Sewer System outlined in red on the attached map.

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

"Sewage" means the liquid or grey water and waste normally associated with household septic systems.

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 sewer system;

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

1.02 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 sewer system. In addition to the above, the sewer hookup applicant shall be responsible to retain the services of an approved licensed sewer works contractor and pay for the actual cost of the hookup from the main sewer line to the building to be serviced. The Town may consider retaining the services of an approved licensed sewer works contractor on the Applicants behalf provided that the applicant pays 100% of the estimated service connection cost with the Town prior to installation with the balance due and payable to the Town immediately upon

completion of the installation. All costs for landscaping, lawn sod or re-seeding after the sewer hookup installation is completed are the responsibility of the Property owner.

1.02 The property owner agrees to re-route any drain tile, eaves trough or any other drainage device that is not considered normal household "Sewage" to a sump pit or other acceptable form of drainage so that it does not enter the sewer system. The property owner is responsible for any costs associated with the above and this must be completed before a connection to the sewer system will be permitted.

1.03 The property owner will be required to pay the quarterly service charge approved by the Public Utilities Board for using the sewer system based on CM/Gallons used.

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

1.05 The property owner is responsible for any repair or maintenance costs to the sewer system from the sewer line curb stop located on their property line to the residence or building being serviced by the sewer system after the contractor's project warranty period expires.

ARTICLE II – TOWN'S DUTIES & RESPONSIBILITIES

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

2.02 The Town will be responsible to submit 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 sewer system.

2.03 The Town will be responsible for operating the sewer 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 construct, maintain, inspect, repair, replace and/or remove a sewer 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.

3.04 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.

3.05 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/Owners
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)
) Per: _____
)
)
)
) 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