

RURAL MUNICIPALITY OF GIMLI

BY-LAW 12-0015

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF GIMLI TO REPLACE AND REPEAL BY-LAW 11-0001, A BY-LAW TO REGULATE WATER AND SEWER ACTIVITY.

WHEREAS the Rural Municipality of Gimli owns and operates a water and sewer facility within the limits of the boundaries of the Rural Municipality of Gimli;

WHEREAS under section 252(1) of the Municipal Act being a statute of Manitoba, 1996, Chapter M225, a municipality which operates a sewage system may, by by-law make regulations governing the water and sewer system;

NOW THEREFORE, the Council of the Rural Municipality of Gimli, duly assembled, enacts as follows:

1. **THAT** this By-law may be referred to as “The Water and Sewer Utility Regulation By-law”;
2. **THAT** in this By-law unless the context otherwise requires:
 - (a) “RM” means the Rural Municipality of Gimli
 - (b) “Owner” means any person, firm, co-partnership or corporation, or any trustee, manager, or other person either individually or jointly with others, owning any premises(s) to which this By-law applies and shall also include any agent, workman, servant, or employee of such person, firm, co-partnership or corporation.
 - (c) “Person” means any person, firm, partnership, association, corporation, or company and shall include any agent, worker, servant or employee of such person, firm, partnership, association, corporation or company.
 - (d) “Underground Services” means the water and/or sewer utility including the pipes and service connections to the property limit.
 - (e) “Consumer” or “Customer” means any person who uses the RM utility and includes owners, occupants, tenants, builders or contractors using water in connection with any works or contracts.
 - (f) “Occupant” means any person who occupies a premise that is connected to an RM utility and includes owners and tenants.



- (g) "Inside Reader" or "Master Meter" or "Meter" means water flow totalizing unit for a numerical reading and signal sending capabilities.
- (h) "Outside Reader" or "Wall Receptacle" or "Puck" means external signal receiving unit for a numerical reading. This unit receives its signal from the Inside Reader but does not replace the Inside Reader.
- (i) "Meter Equipment" is the equipment required to install a Water Meter and includes the Meter, Outside Reader, Wire and Couplings.
- (j) "Backflow Preventing Valve" or "Back Water Valve" means an approved valve or device to prevent a reverse flowing in the wastewater service piping.
- (k) "Reduced Pressure Backflow Preventing Valve" means an approved valve or device to prevent a reverse flowing in the water service piping.
- (l) "Utility" means municipal water and/or sewer system.
- (m) "Premise" means building or dwelling connected or eligible to connect to the RM's underground services.
- (n) "Wastewater" or "Sanitary Sewage" means water which has been used and may contain domestic, commercial or institutional water together with any not intentionally admitted ground surface and storm waters.
- (o) "Land Drainage Service Pipe" or "Storm Drain" means a pipe which carries precipitation and surface waters and drainage but excludes wastewater.
- (p) "Wastewater System" or "Main Lines" means the common underground pipe(s) which are the receptors for wastewater from the premises and are under the control of the RM.
- (q) "Water-Main" or "Waterworks System" or "Municipal Water System" means the water service supply owned and operated by the RM and consists of the common underground pipes, service connections, valves and hydrants.
- (r) "Water Service Pipe" means a pipe which carries water under pressure and connects a premise to the water supply system.
- (s) "Curb Stop" is the water service shutoff valve located in a water service pipe near the curb or front street and between the water main and the building.

(t) "RM Office" is the Rural Municipality of Gimli Office located at 62 2nd Avenue, PO Box 1246, Gimli, MB, R0C 1B0.

(u) "CAO" is the Chief Administrative Officer for the RM of Gimli.

(v) "Licensed Contractor" or "Contractor" means a contractor that is approved to install underground utility services in the RM of Gimli. They must comply with the regulations set out in Section 6 of this by-law.

3. BOOKS AND ACCOUNTS:

(a) The rates chargeable by the RM shall be rates set by the most recent Utility Rate By-law approved in a board order by the Public Utilities Board.

(b) The rates and rentals stated in said board order shall be for each quarter, and each quarter shall contain three full calendar months beginning respectively on the 1st day of January, April, July and October.

(c) All accounts shall be paid by the due date stipulated on the bill. Accounts paid after the due date shall be subject to:

i) A penalty as per Utility Rate By-law.

ii) Having customer water services disconnected by turn off notice when in excess of 30 days in arrears. The charge for turn-off and turn-on for any purpose including testing shall be found in the most recent Utility Rate By-law. No service shall be turned back on until all rates and charges have been paid in full.

(d) In the event of non-payment, the RM may collect all such rates, charges, costs and penalties in the same manner as ordinary municipal taxes.

(e) All water and sewer rates, meter installations and charges for related services, due or payable to the RM shall be paid at the RM Office, and the collection of the same and the supervision of all books, records and accounts relating thereto shall be under the direction and control of the Chief Administrative Officer.

(f) No allowance shall be given for accounts relative to the stoppage of the water supply where the pipes are found frozen upon the premises of the consumer unless approved by the Manager of Utility Services, who has the authority to approve an allowance for running water to avoid a utility freeze up. In such cases where an allowance is approved, the quarterly utility bill will be adjusted to reflect the average consumption used for the past two quarters.

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(g) Where bills have been rendered and it is subsequently determined that they have been incorrectly calculated, they shall be recalculated and submitted for payment by the Customer or Refund by the RM. In such situations the recalculations may be retroactive for a maximum period of six years. No penalty or interest shall be included on such rebilled amounts during the retroactive period. Penalty charges may begin after the due date specified on the bill issued for the corrected amounts.

4. VACATING

(a) Any occupant intending to vacate any premises that have been supplied with water from the waterworks system or who is desirous of discontinuing the use thereof, shall give 48 hours notice of the same to the RM Office. Charges for use will be based on a final read for metered customers or the closing date for non-metered customers. Failing the required notice, the appropriate rate will be charged until such notice is given and/or the meter is read.

(b) Whenever any premise supplied with water is vacated or if the service is cut off or discontinued, the shut off valve, located on the water service line leading to the water meter, shall be turned off by the owner of the premises who shall also give proper and due written notice to the RM Office, of owners / occupants intention to vacate. The owner shall maintain the shut off valve inside the premises and in the event of the owner's failure to do so the Manager of Utility Services may cut off the supply of water without notice. Any expense for effecting repairs or failure to maintain the shut off valve, together with all other expenses incidental thereto, may be collected from the owner by adding the total amount to the first utility bill that shall be rendered for the said premises.

(c) Any vacant premises connected to Municipal Utility Services will be billed the quarterly minimum rate set out in the current Utility Rate By-law.

(d) That in the event of the metering equipment being damaged by freezing or tampering, the property owner is responsible for all costs to repair or replace the damaged equipment. Property owners are responsible to ensure the plumbing system is drained if the plumbing system is subject to freezing.

5. WATER DISCONNECTION / RECONNECTION

(a) No person shall turn water on to any premises, or open / close, or tamper with a Curb Stop unless empowered or instructed to do so by the Manager of Utility Services.

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(b) No one other than the Manager of Utility Services or their designate shall turn on water to any premises and such service will only be turned on after plumbing installation has been completed to the satisfaction of Manager of Utility Services, and the owner or occupant has properly executed any required application and/or agreement to use and pay for the water used and has paid all arrears, required fees and the installation costs, if any, payable to the RM.

(c) Whenever water has been turned off for non-payment of rates, or for purposes of repair or construction, or for any other necessary or property reason, no person shall turn the water on again who is not empowered or instructed to do so by the Manager of Utility Services, and same shall not be turned on again until all arrears and costs have first been paid.

(d) If a water main break occurs due to water service being turned off for non-payment of rates, the property owner will be responsible to pay for the full cost of the repairs.


6. UNDERGROUND UTILITY SERVICE CONNECTIONS

(a) Underground Utility Service Permits are required for every Utility Service Connection and must be obtained at the RM Office by a Licensed Contractor employed and designated by the owner of the premises. The Contractor will be considered as the agent of the said owner while employed to complete the work of introducing underground services into the said premises, and will not be recognized as in any sense the agent of the RM nor will the RM or its representative be responsible for the acts of such Contractor. Any Contractor installing Underground Utility Services must comply with the following:

(i) The Contractor must provide a 12 month warranty to the property owner and to the RM for the service connection.

(ii) The Contractor must contact the Public Works Department to determine the T location at the main line for the property being serviced. All service connections must be made to a T connection unless the Manager of Utility Services approves otherwise.

(iii) The Contractor will arrange for the Manager of Utility Services or his designate to inspect the service line at the T connection between the hours of 8:30 a.m. to 4:30 p.m., Monday to Friday. The Contractor will be liable for any deficiencies discovered in the future if they failed to set up an inspection prior to the service line being covered.

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(iv) The Contractor must complete and return the Underground Utility Service permit to the RM Office within 30 days from the permit issue date. Failure to provide the RM with a completed permit will result in the permit application being canceled and considered VOID. The contractor would be responsible to purchase another Underground Utility Service Permit to validate this process. The RM will not issue refunds for Underground Utility Service Permits that expire after the 30 day deadline.

(v) The Contractor must follow all municipal specifications and by-laws pertaining to Underground Utility Service connections. Specification documents can be obtained at the RM Office.

(vi) The Contractor must have a valid Business License or pay a Business Tax to the RM of Gimli.

(vii) The Contractor will not permit or redirect any weeping tile, rain leader, ground water or sump pit discharge into any municipal sewer system.

(viii) The Contractor must follow The Environment Act regulations when decommissioning septic and/or holding tanks. All abandoned or defective Private Sewage Disposal Systems and Holding Tanks must be pumped out and filled with inert materials or pit materials or shall be removed and the environment restored to its original natural condition. Site inspections will be conducted by the Environment Officer or Manager of Utility Services or his designate. Only a Licensed Contractor can decommission septic and/or holding tanks in the RM.

(ix) When performing Underground Utility Service construction in the RM, the Contractor shall provide the RM Office with a copy of an Indemnity Bond in the amount not less than Ten Thousand (\$10,000.00) dollars. Said Indemnity Bond shall fully indemnify the RM of Gimli for all damages or expenses due to settlement, breakage, poor workmanship or faulty material. The Indemnity Bond must be renewed on an annual basis if the Contractor plans to continue installing Underground Services in the RM.

(x) The Contractor is to provide the RM with a copy of their Comprehensive General Liability Insurance Policy in the amount no less than Two Million (\$2,000,000.00) dollars. Said Comprehensive General Liability Insurance shall defend, keep harmless and fully indemnify the RM from and against all accidents, loss, costs, charges, damages and expenses which it may at any time bear, sustain or suffer by reason or on account of said work performed and materials supplied by the Contractor.

(xi) Any contractor that does not comply with municipal specifications and by-laws or provides poor quality workmanship pertaining to Underground Services on more than one occasion may be denied the opportunity to install underground utility services in the RM. The RM Council will determine such consequences.


(b) The owner of the property to be so serviced shall pay the full cost of providing, installing and connecting the underground services and accessories from the RM's main lines to the owner's premises. The materials used and installation procedures shall be governed by the RM's specifications and inspected and approved by the Manager of Utility Services or their designate.

(c) The owner or occupant of the property will be charged a quarterly utility fee for sewer and/or water service 60 days after the Underground Service permit was issued, no extensions will be granted to extend the billing period. The utility bill will reflect the rates from the current Utility Rate By-law. Initial and Final Billings will be adjusted according to the dates an account was opened or closed.

(d) The property owner shall pay the cost of maintaining and removing blockages of the Underground Utility Services from the RM's main line to the premises served. The owner is responsible to pay a portion of the cost for any repair work completed on public property, between the main line and the property line and the full cost of any repair work completed on private property, from the property line to the premises. Repair costs are described in Schedule A of this by-law.

(i) The RM will undertake all repairs related to the underground utility services from the main line to the premises and will invoice the owner according to Schedule A of this by-law. The property owner must enter into an agreement, Schedule A, with the RM prior to commencement of repair work. In circumstances where requirements will result in a much higher estimated cost the Manager of Utility Services is authorized to include a cost estimate prior to the agreement.

(ii) In emergency situations where an underground utility service must be repaired immediately and the RM cannot undertake the repairs due to conflict in work scheduling, the owner must contact and hire a licensed contractor to complete the repairs. The contractor must comply with all regulations set out in Section 6 of this by-law.

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(e) In case of underground water and sewer connections being installed in a common trench vertical and horizontal separation shall be provided in accordance to provincial standards.

(f) No person shall lay or cause to be laid any water pipe or main to connect with any pipe or main of the said waterworks or sewerage system, or in any way obtain or use any water therefrom without the permission of the RM.

(g) The construction and installation of underground services in general including the setting of hydrants and valves shall be under the supervision of the Manager of Utility Services or their designate.

(h) The construction of a driveway or private walkway is not permitted if it covers any underground service lines, including the curb stop.

(i) Buildings that front onto a Municipal Utility System must connect to that system by the deadline specific to the particular utility system stated by Resolution of Council, except for those properties exempt by by-law. Any septic tanks on the property must be decommissioned in compliance with the Environmental Act by a licensed contractor, except when connecting to a low pressure sewer system.

(i) Connection extensions may be granted by resolution of council only for buildings that are to be removed and replaced with a new structure. A written application must be made to the CAO before the connection deadline to receive this approval. An extension may also be granted if unexpected events occur relating to weather or any other interference that council deems necessary to grant an extension for.

(ii) The option for buildings that are derelict or uninhabitable is to have the building torn down. The property owner must submit a letter to the CAO before the projects connection deadline that must include the demolition date, name of contractor hired and permit number to demolish the building. A demolition permit must be obtained from the Eastern Interlake Planning Office.

(iii) Any building that are not connected to the Municipal Utility System by the deadline will receive quarterly utility bills beginning the first day after the deadline date. The quarterly fees are set out in the current Utility Rate By-law.

(iv) Any Premises that are not connected to the Municipal Utility System by the deadline may, at the discretion of council, be Red Tagged by the Municipality. This means the building cannot be legally occupied. If the red tag is torn or removed or if the building is occupied the property owner will be subject to a fine as set out in Section 15 of this by-law.

(iv) If the building is used strictly as a storage building, the property owner must make written application to the CAO to obtain approval to have the storage building remain on the property. Approval must be granted before the connection deadline specific to the project. The Municipality would inspect the building to confirm that it is a storage building prior to formal approval being granted. Buildings that have plumbing or are considered to be a dwelling, which means a building or portion thereof designed for residential occupancy, will not be considered a storage building and must connect to the municipal utility system or be demolished.

7. WATER METERS

(a) All new premises in the RM connecting to a Municipal Water System shall have installed on the water pipe a Water Meter complete with an Outside Remote Reader.

(i) Water Meter Equipment must be purchased at the RM Office at the owner's expense. We recommend a licensed plumber install the Meter Equipment. Water Meter Equipment will be inspected by the Manager of Utility Services or their designate. If the inspection is not passed the water service will be disconnected at the Curb Stop until the meter is installed correctly and approved by the Manager of Utility Services or their designate.


(ii) That there shall be sufficient space provided in the accessible location for the installation of a Cold Water Meter on the service pipe between the shut off valve and the first point of water usage on the premises.

(iii) The outside remote meter accompanying each meter shall be mounted in an accessible location not less than three (3) feet above finished landscaping, driveway or sidewalk and shall be accessible at all times.

(iv) For Meters 1 1/2 inches in size and up there shall be installed a by-pass line with a control valve to allow for uninterrupted service in the event of meter replacement.

(b) All meters and by-pass control valves shall be sealed with the RM's Utility Seal to guard against tampering or unlawful use of the RM's water supply.

(i) In the event that the RM discovers tampering with any meter and/or seal or unlawful use of water supply, the RM shall be entitled to disconnect the water supply and the property owner may be fined as per Section 15 of this by-law.

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(c) Any person desiring to re-meter any supply of water must purchase the meter at the RM Office. Any person requesting that the RM replace a defective meter must first have their plumbing inspected for leaks by a licensed plumber.

(i) The plumber must notify the RM of Gimli Utilities Department if no leaks were detected in the plumbing system. The Manager of Utility Services or their designate will then inspect the meter to determine if it is defective. The RM will replace defective meters at no cost to the customer.

(ii) In the event of the metering equipment being damaged by freezing or tampering, the property owner is responsible for all costs to repair or replace the damaged equipment.

(d) Every owner or occupant shall prepare every facility or building for the installation of water meters to allow for connecting to the Municipal Water System, and shall protect them from frost and damage, when placed upon his premises and shall at all times, at his own cost provide ready and easy means of access to said meters so that they may be frequently examined and read by the Manager of Utility Services or their designate and shall at all times properly and efficiently protect the service pipes and fixtures upon his own premises, leading to or connected with said meter, from frost or other injury, so that the said meter shall not be injured thereby.

(e) The Manager of Utility Services may direct that a meter be placed upon any water service supply, and may refuse to supply water until said meter has been installed.

(f) The allowable limit of variation from accuracy of water meters shall be 3% at average flow. Any person who desires to have his water meter tested for accuracy shall be responsible for the costs involved, unless said check indicates the accuracy of the meter is varying by more than 3%. If the meter shall be found to register in excess of the aforesaid allowable limit of variation, the person's account shall be adjusted for the preceding six (6) months.

(g) All unmetered sources of water serviced by a Municipal Water System in the urban centre or for any new building constructed in the RM after the passing of By-law 11-0001 are prohibited if the end result of this supply is discharged into the RM Sewer System.

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(h) All private wells shall be prohibited in the areas of the RM that are serviced by a Municipal Water System unless authorized by resolution of Council.

8. **WATER CONSERVATION**

(a) No person being an occupant of the premises or other place supplied with water from the waterworks, shall wrongfully neglect or improperly waste any water supplied by the RM.

(b) The Manager of Utility Services or their designate may enter into the premises of any utility customer as the case may be at any reasonable time for the purpose of inspection, repairing of pipes and other apparatus pertaining thereto or for placing meters on any service pipe or connection, as they may deem expedient. Such person may also direct that any meter shall be set or its position altered or its location changed and any expense of such alteration shall be borne by the owner or occupant of the premises, if done at his or her request. Failure to allow for inspection of the water meter after reasonable attempts to do so have been made by the RM shall be just cause for turning the water service off. The water service will not be turned back on until an inspection has been made. The Customer will be assessed a fee as per the Utility Rate By-law for the turn off and for the turn on.

(c) The connection of rain water leaders to discharge into the RM sewer service is hereby prohibited.

(d) The connection of any furnace and/or air-conditioning unit, whose principal source of operating energy is water, to the RM's sewer or water system is hereby prohibited.

(e) The RM shall have the right to limit the amount of the water furnished to any consumer, should circumstances deem to warrant such action.

(f) The RM reserves the right, by resolution, to refuse or discontinue the furnishing of water for fountains, jets, hose or sprinkler, or to limit the hours and period of time for using the same whenever in the discretion of the Council it is in the best interest of the public.

9. **FIRE PROTECTION**

(a) No person, other than the Fire Chief or someone acting on his behalf, or a duly appointed representative of the RM, shall open or use any fire hydrant, either for the purpose of construction, street cleaning or any other purpose.

(b) Any person installing water service for private fire protection shall first obtain the consent of the RM Council. The design of the system including pipe sizing shall meet the requirements of the regulations of the Canadian Underwriters Association. The total cost of installing such service shall be borne by the owner of the premises and same shall be installed under the supervision and direction of the Manager of Utility Services or their designate. No charge shall be made by the RM for water actually used in preventing or extinguishing fires.

(c) Private fire protection service valves or outlets shall be placed in positions where they may be easily seen; shall be fitted with the same sized coupling or connections as are used on the fire hose of the RM and shall be sealed by the Fire Department by seals supplied by the owner. If the owner or tenant of the premises discovers a broken seal he shall immediately report the same to the Chief of the Fire Department. No person shall use water from such service save for preventing or extinguishing fires.

10. BOILERS

(a) In all cases where Hot Water Boilers are supplied with water from the RM's water system, the owner or consumer shall proceed and attach an approved Safety Valve, Vacuum Valve, Reducing Valve, Reduced Pressure Backflow Preventing Valve or other proper device to prevent danger from collapse or explosion when the water is shut off from the street or increased pressure is applied to the Main Lines for fire fighting purposes.

(b) In all cases where boilers, pressure systems, and hot water tanks are supplied with water from the RM's Water Utility System, the owner or consumer shall provide and attach an approved Reduced Pressure Backflow Preventing Valve so that no hot water or contaminants may flow back to the Water Distribution System. In all cases the owner or consumer shall be responsible and held liable for any damage, illness, injury or death due to the contamination of the RM's Water Supply.

11. THAT all persons, firms or corporations connected to municipal water and sewer systems shall adhere to the applicable RM's By-laws, Building By-law, Policies and Amendments and the Manitoba Building Code.

12. THAT the RM or its employees or agents shall not be liable for damage caused to any service connections or related appliances by the breaking of any service pipe or attachment or any damages resulting from sudden interruption of the supply of water to any premises, boiler or any commercial enterprise deriving its supply from the waterworks, either with or without notice; but when practicable, notice of such interruption will be given to the owner.

13. **THAT** wherever the singular and the masculine are used throughout this By-law, the same shall be construed as meaning the plural, or the feminine or neuter where the context or the parties hereto so require, and all of the covenants herein contained are to be construed as both joint and several.

14. **THAT** Schedule "A" shall form an integral part of the By-law and may from time to time be amended by Resolution of the Council of the RM and such resolution shall be considered as though an amendment to this By-law has been enacted.

15. **THAT** any person violating any provisions of this by-law shall:

(a) be guilty of an offense and upon conviction thereof liable to a fine of not less than five hundred dollars (\$500.00) and not exceeding two thousand dollars (\$2,000.00) and costs for each violation.

(b) be liable to the RM for any expense suffered by the RM as a result of the violation.

(c) be liable for the repairs and costs of repairs to the system as a result of the violation. If that person is in default of affecting the repairs, the RM may affect the repairs and charge the cost to the property taxes and collect the same in the same manner as ordinary taxes.

16. **THAT** the provisions of this by-law shall come into force and become effective on, from and after the first day of receipt of the third and final reading thereof and shall remain in full force and effect until this by-law is amended or repealed.

17. **THAT** By-Law 11-0001 enacted by the Municipality and all amending by-laws thereto, are hereby repealed.

DONE AND PASSED in open Council this 27th day of September, 2012.

RURAL MUNICIPALITY OF GIMLI



Mayor



Chief Administrative Officer

Read a first time this 13th day of September, 2012.
Read a second time this 27th day of September, 2012.
Read a third time this 27th day of September, 2012.



SCHEDULE A –Residential / Duplex

AGREEMENT

Between

**THE RURAL MUNICIPALITY OF GIMLI
(Hereafter called the Municipality)**

And

**Property Owner _____
(Hereafter called the Owner)**

Address _____, Roll # _____

This agreement made and entered into this ___ day of _____, 20 ____, by and between the Municipality, and the owner, of _____ both of who understand as follows:

WHEREAS the address noted above is a residence / duplex for a single family.

AND WHEREAS the owner has provided a reasonable maintenance history required to determine if the service line connection requires replacement or repair.

AND WHEREAS the Manager of Utility Services, having considered the long term cost benefits of repair/replacement versus periodic cleaning of the connection, deems that the sewer and/or water connection does require replacement or repair.

AND WHEREAS it has been determined that the repair requires excavation between the RM main lines to the premises served.

AND WHEREAS the Council of the RM Gimli has authorized the Manager of Utility Services to enter into this agreement on behalf of the Municipality.

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties agree to as follows:

The Municipality agrees to;

1. Undertake to complete all required work associated with the repair/replacement including replacement of normal ground cover (grass) and roadway on public property, excluding the replacement of trees, shrubs, driveways and private sidewalks.
2. Pay all costs exceeding \$800 associated to the repair/replacement of the sewer/water connection on **public property**, between the main line and the property line.



3. Invoice the property owner for repair work completed between the main line and the premises. The owner is responsible for the full cost of repair on private property and the first \$800 on public property.
4. Warranty sewer/water service repair/replacement for one year following installation.

The Owner agrees to;

1. Provide a reasonable maintenance history required to determine if the underground service line connection requires replacement or repair.
2. Pay \$800 for any repairs required on public property between the main and the property line.
3. Pay the full cost of repairs as required on private property, from the property line to the premises.

This agreement expires one year from the date of signing.

Property Owner

Date

Manager of Utility Services or Designate
Rural Municipality of Gimli

Date



SCHEDULE A --Commercial / Multi Family

AGREEMENT

Between

**THE RURAL MUNICIPALITY OF GIMLI
(Hereafter called the Municipality)**

And

**Property Owner _____
(Hereafter called the Owner)**

Address _____, Roll # _____

This agreement made and entered into this ___ day of _____, 20___, by and between the Municipality, and the owner, of _____ both of who understand as follows:

WHEREAS the above noted address is a Commercial or Multi Family building.

AND WHEREAS the owner has provided a reasonable maintenance history required to determine if the sewer line connection requires replacement or repair.

AND WHEREAS the Manager of Utility Services, having considered the long term cost benefits of repair/replacement versus periodic cleaning of the connection, deems that the sewer and/or water connection does require replacement or repair. As a rule the Manager of Utility Services will expect that at least 4 cleanings have been recorded, 2 within 9 months or that the blockage cannot be cleared.

AND WHEREAS it has been determined that some or the entire repair requires excavation within the Municipal road allowance.

AND WHEREAS the Council of the RM Gimli has authorized the Manager of Utility Services to enter into this agreement on behalf of the Municipality.

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties agree to as follows:

The Municipality agrees to;

1. Undertake to complete all required work associated with the repair/replacement including replacement of normal ground cover (grass) and roadway on public property, excluding the replacement of trees, shrubs, driveways, parking lots and private sidewalks.
2. Pay all costs exceeding \$1200 associated to the repair/replacement of the sewer/water connection on public property, from the main line to the property line.



3. Invoice the property owner for repair work completed between the main line and the premises. The owner is responsible for the full cost of repair on private property and the first \$1200 on public property.
4. Warranty sewer/water service repair/replacement for one year following installation.

The Owner agrees to;

1. Provide a reasonable maintenance history required to determine if the sewer/water line connection requires replacement or repair.
2. Pay \$1200 for any repairs required between the main and the property line.
3. Pay the full cost of repairs as required on private property, from the property line to the premises.

This agreement expires one year from the date of signing.

Property Owner

Date

Manager of Utility Services or Designate
Rural Municipality of Gimli

Date

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SCHEDULE A – Calculation Sheet

Owner: _____

Civic Address: _____

Roll Number: _____

Mailing Address: _____

Daytime Phone: _____ **Cell Phone:** _____

Residential / Duplex

Commercial / Multi Family

Was a rotor roter used prior to the municipality's involvement? Y N

Comments: _____

Number of similar occurrences within the past 2 years: _____

Proper documentation (invoices) must be provided to the RM of such occurrences

Service Line Blocked: Y N Service Line Collapsed: Y N

If answering yes to one of the above, the blocked/collapsed line is at _____ ft from building

Blockage is on private property (curbstop to building)

Blockage is on public property (main line to curbstop)

Replaced _____ ft on private property (Owner to pay full cost of repairs on private property)

Replaced _____ ft on public property (Owner to pay first \$800 for repairs on Residential properties and \$1200 for Commercial / Multi Family properties)

Total Amount to be invoiced: To Be Calculated by the Utility Services Clerk

Utilities Services - Signature

Date

