

Lost River Water Co. Ltd.

Schedule for Terms and Conditions of Service

Introduction

Lost River Water Co. Ltd. (LRW) is a private company incorporated pursuant to the Laws of Incorporation in the Province of Saskatchewan for the purpose of purchasing and redistributing potable water in rural Saskatchewan.

The water purchased by LRW originates from the City of Saskatoon where it is treated and tested in real-time. It is sold to SaskWater and resold to LRW.

The Water Security Agency regulates construction, permitting and operations according to the Saskatchewan Health Authority, the Waterworks and Sewage Works Regulations and the Environmental Management and Protection Act, 2010.

This Schedule sets out the Terms and Conditions of Service that apply to all of LRW's current and future Customers.

This Schedule will be governed by and construed in accordance with the laws of the Province of Saskatchewan. Any item contained herein that constitutes contravention of the Criminal Code of Canada will be reported to the RCMP.

This Schedule supersedes and replaces all previous rates, charges, agreements and Terms and Conditions of Service (January 2025).

Interpretation

Capitalized terms are defined in Appendix A.

Headings are included for convenience and not considered for interpretation.

Consideration

In consideration of the provision of Services to the Customer and the mutual covenants and agreements herein contained and for further and good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1.0 **Application for Service**

- 1.1 LRW may, at its sole discretion, accept verbal or written applications for service in person, via telephone, letter mail or email. A verbal or written application accepted by LRW shall constitute a Contract. The Terms and Conditions of the Contract are outlined in this Schedule.
 - 1.2 LRW shall not be deemed to have accepted a verbal or written application for Service until the Service is provided, or communication of said acceptance is made in writing. LRW confirms acceptance by sending a Welcome Letter to intended Customers via letter mail or email.
 - 1.3 LRW shall charge a one-time Account Set-Up Fee as per Appendix B.
 - 1.4 LRW may request from the Customer, and the Customer shall provide, such information as LRW may reasonable require to provide service, to collect on its accounts and to otherwise ensure the proper functioning of its business. This information may include, but shall not be limited to:
 - (a) Names of all Persons occupying or residing at a Premises or that will otherwise accept, use or receive the Service (hereinafter referred to as the "Customer(s)");
 - (b) Mailing address, email address and telephone number(s) of the Customer(s);
 - (c) Where the Customer is a corporation, partnership, joint venture sole proprietorship or other non-incorporated body, the partners, participants, or proprietors shall provide such information as LRW may require including the name(s), address and telephone number(s) relating to the business and any other additional information required by LRW, in its sole discretion; and
 - (d) At LRW's sole discretion, a credit report from a credit reporting agency, financial information, credit history, transaction history with other utilities, credit reference, business or trade names, bank account information, email address, demographic information, additional verification of identity or such other information as LRW may reasonably require to provide service, collect on its account or to otherwise ensure the proper functioning of its business.
- A Customer is required to contact LRW to make changes to the information provided as and when it changes.
- 1.5 In addition to the information required in (1.4) LRW may demand and obtain from a Customer a deposit in an amount and in a form which is acceptable to LRW.
 - 1.6 LRW has the right to deny Service to any Customer with outstanding debts, a history of late payments, or a past failure to meet obligations to other utility providers.
 - 1.7 Where a Landlord/ Tenant relationship exists, the Landlord is the Customer.
 - 1.8 Installation of new facilities will require a Water Service Agreement in order for Facilities to be connected to main service water lines. The terms, conditions and costs to be mutually agreed upon by LRW and the Developer and/or Landowner and constituting a separate written contract as such.

2.0 **Billing and Payments**

- 2.1 The rates and charges payable to LRW by Customers for the supply and delivery of water vary depending on the use of water and annual volume consumed. LRW reserves the right to implement a minimum charge for water at the rate of 4,000 gallons per month.
- 2.2 Rates and charges are subject to change (see Appendix B). Customers shall be responsible for the adjusted charges from the effective date thereof, irrespective of whether actual notice of the charge was given or received.
- 2.3 A Customer's water invoice is made up of two (2) main components for Full Service Customers- the Water Consumption charge and the Basic Monthly Charge for Testing, Administration and Delivery. Residents at Eagle Ridge pay an additional monthly Pressurized Infrastructure Surcharge.
- 2.4 For Customers not receiving water service, there is only one (1) component- the Basic Monthly Charge for a Curb Stop Fee.
- 2.5 Customers will also be charged Administrative Service Fees for other services used, accepted and/or received.
- 2.6 LRW will send Customers an invoice at regular intervals. Currently the billing cycles are:
- April 1- September 30- invoices sent the first week of October
October 1- March 31- invoices sent the first week of April
- 2.7 The Customer shall pay the full amount, in Canadian dollars, of any LRW invoice issued, including any disputed portion, without prejudice to the Customer's right to subsequently contest any rate or fee charged.
- 2.8 Invoices will be provided by regular mail or email through the eNotice system. For invoices provided by regular mail, invoices shall be deemed received on the earlier of the date of actual receipt or three (3) days after the date of mailing to the last known address, regardless of actual receipt. Invoices issued via eNotice shall be deemed to have been received by the Customer on sending, regardless of actual receipt.
- 2.9 Failure to receive an invoice does not release a Customer from the obligation to pay the invoice in full.

3.0 **Returned, Late Payments and Penalties**

- 3.1 Failure to pay any amount billed by LRW on the due date shall be a default of payment, which may result in interest charges and/or the Discontinuation or Disconnection of Water Service.

- 3.2 When an account is in a Customer's name, that Customer shall remain liable for future Services provided to that Premises notwithstanding that he or she has sold or vacated the Premises, unless LRW is notified of the change.
- 3.3 A Return Payment Fee may be added to the Customer's account for payments returned or not honoured by a financial institution for any reason, including but not limited to cheques returned NSF, stopped payment, funds not found, fund frozen, account closed, or account not found.
- 3.4 Late payments are subject to a monthly interest rate of 2% on any unpaid balance.
- 3.5 In the event of non-payment, the amount unpaid is a charge upon and shall be a lien against the Lot and the Customer hereby grants and conveys to LRW a lien upon the lot in the amount of the unpaid charges, the said lien to be binding upon the Customer, his heirs, executors, administrators, successors and assigns. Further, if default be made in any charges, LRW, in addition to any other remedies it may have at law or in equity, may proceed in equity and enforce payment thereof throughout foreclosure upon and sale of the Lot. The Customer agrees to pay the solicitor/client costs of LRW in any action regarding non-payment.

4.0 **Metering and Facilities**

- 4.1 LRW shall install metering equipment, to be purchased and paid for by the Customer, and reserves the right to determine the type of metering equipment used and the manner of collection of metering and equipment data.
- 4.2 The maximum volume of water supplied per Customer shall be seven hundred and twenty (720) imperial gallons per day at a maximum flow rate of one (.5) imperial gallon per minute.
- 4.3 LRW does not guarantee the quality, quantity, pressure or an uninterrupted supply of the water supplied to the Customer.
- 4.4 The Customer may be subject to disruption of service and shall conform to restrictions of water supply at the discretion of the City of Saskatoon, SaskWater, or LRW, as the case may be.
- 4.5 The Customer acknowledges that LRW obtains its water supply from SaskWater, who obtains water from the City of Saskatoon, and that the Customer and LRW may be bound by restrictions on water supply in place from time to time.
- 4.6 A ¾ inch RF water meter in imperial measurement shall be installed as outlined in Appendix C in addition to the other plumbing components:
- (a) a shut off valve;
 - (b) a dual check valve (backflow);
 - (c) a ½ gallon/minute flow restriction choke;
 - (d) a float valve and float;
 - (e) a black, blue or green-coloured storage tank; and

(f) a 2" air gap in the water tank.

Where the storage tank referenced in Paragraph (e) above is located in a dark room with no windows or natural light, the said storage tank may be opaque in colour. The Owner acknowledges that LRW shall not be responsible for any algae growth in opaque storage tanks.

- 4.7 It shall be a condition of service that the Owner maintain the plumbing works in accordance with Appendix C at all times. Specifically, it is a condition that an air gap, backflow preventer and a flow restrictor be in place at all times. Failure to maintain facilities in accordance with Appendix C may result in a Service Disconnection.
- 4.8 At any time, and with reasonable notice, LRW may inspect the Customer's plumbing system to ensure that it complies with Saskatchewan Health Authority and the Water Security Agency Regulations.
- 4.9 The schedule for meter readings shall be at the sole discretion of LRW. Meters shall be read with such frequency as LRW shall decide. LRW shall have the right, at any time, to estimate Customer consumption and to render an invoice based on such estimated consumption.
- 4.10 In the event estimates are used, the next bill that is based on an actual meter reading will be credited or adjusted for the difference between estimated and actual use during the interval between meter readings.
- 4.11 LRW shall, at its sole discretion, have the right to remove, repair and test a meter or metering equipment at any reasonable time. If a Customer becomes aware of any deficiency in the operation of a water meter or Regulating Equipment, the Customer shall promptly notify LRW.
- 4.12 In the event that LRW or the Customer question the accuracy of a water meter, either party may request that the matter be resolved by removing the meter and submitting it for testing at the City of Saskatoon Meter Shop. The rates for this process are included in Appendix B.
- 4.13 The Customer represents, warrants and covenants that there is, or will be, a sewage disposal system on the Premises which satisfactorily complies with all applicable legislation and regulations thereunder and that it shall, at all times, maintain such sewage disposal system so that it complies with all legislation and regulations.

5.0 **Discontinuation of Service**

- 5.1 LRW may Discontinue or Disconnect water service to any Customer for any period of time for one, or more of the following reasons:
- (a) Failure to comply with any terms and conditions set out herein;
 - (b) Failure to pay;
 - (c) Theft of water;

- (d) If, in the opinion of LRW, modifications or improvements are required to the Distribution System or other Facilities;
- (e) Redistributing and/ or selling water obtained from LRW;
- (f) Tampering with the water meter and/or plumbing components or Facilities;
- (g) Addition of a bypass device;
- (h) Pollution or contamination of water;
- (i) Contract relating to the supply of the Service is terminated;
- (j) Discontinued use of the Service; and/or
- (k) Assignment in bankruptcy or is insolvency.

5.2 The Customer shall communicate with LRW if the Customer intends to Discontinue Services and provide seven (7) Days' notice of Discontinuation. Notwithstanding such Discontinuation or termination of Service, LRW retains its rights of access, as outlined in this Schedule, to its equipment on or in the Customer's property and the Customer remains responsible to LRW for any amounts payable.

5.3 If the Customer Discontinues Service, the Customer shall provide LRW with forwarding information and contact information and pay all amounts owing on the Customer's final invoice.

5.4 All requests by the Customer to Disconnect a Service may be subject to a Disconnect fee as determined by LRW. See Appendix B.

5.5 If water service is disconnected for any reason listed in 5.1, or at the request of the Customer, LRW may require the Customer to do any or all of the following

- (a) Pay all outstanding debts to LRW;
- (b) Pay a Service Disconnection fee;
- (c) Pay a Service Activation fee; and/or
- (d) Provide a Deposit or Security in an amount and in a form which is acceptable to LRW

5.6 Where water service is Discontinued, LRW will have the right to dig out, replace or remove Facilities at any time, without compensation to the Customer, notwithstanding any Customer contribution to the cost of installation

5.7 No Person shall turn on water lines owned by LRW or reconnect water lines that have been disconnected by LRW.

6.0 **Installation of Facilities and Access Thereto**

6.1 LRW, its employees and agents may install on a Customer's premises any Facilities that LRW considers necessary to deliver, measure or regulate water that is supplied by LRW or its Subsidiary or used by, delivered to or received on behalf of the Customer.

6.2 No Customer shall allow any person, other than LRW, its employees and agents to alter, modify, remove or interfere with any of the Facilities.

- 6.3 LRW, its employees and agents may enter, at any reasonable time and with notice, the Premises of any of its customers to inspect Service conditions and read meters.
- 6.4 The Customer hereby grants an easement or easements granting LRW the right to enter, locate, erect, install, inspect, operate, maintain and read meters, together with any necessary rights of egress thereto.
- 6.5 The Customer is responsible for providing locates of waterlines located between the curb stop and the Customer owned facility.
- 6.6 Preservation of curb stop markers or stakes shall be the responsibility of both the party performing the work and the party hiring the Person to perform the work. In all other instances, the Customer is responsible for ensuring the curb stop markers remain preserved.
- 6.7 The parties acknowledge and agree that two (2) working days' notice of excavation be given prior to the commencement of work.

7.0 Liability, Indemnity and Legalities

- 7.1 LRW does not guarantee the quality, quantity, pressure or an uninterrupted supply of the water supplied to the Customer.
- 7.2 The Customer may be subject to disruption of service and shall conform to restrictions of water supply at the discretion of the City of Saskatoon, SaskWater, or LRW, as the case may be.
- 7.3 The Customer acknowledges that LRW obtains its water supply from SaskWater, who in turn obtains water from the City of Saskatoon, and that the Customer and LRW may be bound by restrictions on water supply in place from time to time.
- 7.4 LRW is responsible for any testing required to comply with regulations which are, or may be, applicable with regard to the water supply.
- 7.5 LRW shall employ certified water testers in compliance with the Water Security Agency regulations.
- 7.6 No action or proceeding lies against LRW or any of their employees or agents for any injury, loss or damage to any Person or property arising out of, or directly or indirectly resulting from the failure to Supply, Distribute or Transport water to any cause, except a failure to exercise a reasonable standard of care having regard to the circumstances.
- 7.7 The Customer shall be solely responsible for the installation, condition and maintenance of plumbing structures as per Appendix C.

- 7.8 LRW is not responsible or liable for damages to, information sent electronically or for any malfunction, interruption or failure in electronic communication or transmission.
- 7.9 This Schedule shall be governed by, construed and interpreted in accordance with the Laws in the Province of Saskatchewan. Parties shall, at all times, comply with any and all applicable codes, statutes, laws, regulations, permits, licenses, orders and directions of any governmental authority.
- 7.10 All monetary transactions are fulfilled in Canadian Dollars.
- 7.11 Time shall be of the essence of this Schedule.

8.0 **Offences and Penalties**

- 8.1 Customers shall ensure that Services are not used for illegal purposes, in an illegal manner, or in any way that prevents other Customers from fairly or proportionately utilizing or accessing water.
- 8.2 No person shall:
- (a) Willfully or maliciously damage, destroy, alter, remove or cause or knowingly permit the damaging, destroying, altering or removing of any LRW waterline or other property of LRW;
 - (b) Willfully alter or impair any water meter so that the meter indicates less water than the amount of water that actually passes through it;
 - (c) By any improper or wrongful means increase the amount of water delivered by LRW over the amount that LRW has agreed to provide; or
 - (d) Fail to comply with any of the provision of these Terms and Conditions of Service.
- 8.3 When it has been determined that a Customer has been deliberately diverting or stealing water, tampering with a meter, or deliberately misleading LRW with respect to matter including, but not limited to billing or rates, LRW may recover the under-billed amount.

9.0 **Force Majeure**

- 9.1 Except as otherwise provided for in this Schedule, if LRW or a Customer fails to observe or perform any of the covenants or obligations herein imposed upon it and such failure shall have been occasioned by or in connection with, or in consequences of Force Majeure, as hereinafter defined, such failure shall be deemed not to be a breach of such covenant or obligations.
- 9.2 For the purposes of this Schedule, "Force Majeure" shall mean any cause not reasonably within the control of any party, which by the exercise of due diligence, the party is unable to prevent or overcome, including but without limiting the generality of the foregoing:
- (a) Lightening, storms, earthquakes, landslides, floods, washouts and other Acts of God;
 - (b) Fires, explosions, ruptures, breakages or accidents;

- (c) Freezing;
- (d) Civil disturbances, terrorism, war;
- (e) Arrests and restraints of government and people;
- (f) Shortages of labour;
- (g) The order of any court or governing or regulatory body;
- (h) Inability to obtain water; and/or
- (i) Any other cause not reasonably within the control of the party, which by the exercise of due diligence the party is unable to prevent or overcome.

10.0 **Confidentiality and Release of Information**

- 10.1 LRW shall endeavor to collect, use and retain Personal Information for the purpose of regular operations such as billing and account maintenance. Customer information will not be shared, sold or disclosed to any third party.
- 10.2 Any Customer who accepts Service from LRW consents to disclosure of Customer Information or Personal Information to third parties used to collect on a Customer's account.
- 10.3 The Customer acknowledges that Communications via email or the internet cannot be guaranteed to maintain privacy

11.0 **General**

- 11.1 Words, including defined terms, importing the singular shall include the plural and vice versa, words importing Persons shall include corporate bodies.
- 11.2 This Schedule of Terms and Conditions of Service endures to the benefit of and binds the Customer and his or her respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.
- 11.3 All provisions herein shall be treated as separate and distinct. If any provision hereof is declared invalid, the other provisions shall nevertheless remain in full force and effect.
- 11.4 This Schedule may be amended, altered or varied from time to time to reflect changes in Water Security Regulations, Saskatchewan Health Authority and rate adjustments implemented by SaskWater and the City of Saskatoon.

APPENDIX A- DEFINITIONS

Act: Any provincial or federal legislation

Administrative

Service Fees: Includes, but is not limited to: Account set Up Charges, Service Activation Fees, Curb Stop Fees, Disconnection Fees, Reconnection Fees, Testing and Administration Fees

Applicant: Person who applies or applied for a New Service

Basic Monthly

Charge: Means a fixed amount each month payable by the Customer for water services provided by LRW. May include, but is not limited to, water and Administrative Fees

Confidential

Information: Information, other than Personal Information, about an unidentifiable Customer might reasonably expect to be confidential

Contract: An Agreement to provide Service

Curb Stop: Point of Service delivery for the Premises that is the property of LRW

Customer: The Applicant or any Person who accepts or uses a Service from LRW

Day: Period of 24 consecutive hours beginning and ending at 9:00am Saskatchewan time. The reference to any Day shall be the calendar date on which the 24-hour period commences

Delivery: Distribution, storage and or transportation of Water

Delivery

Charge: Fee paid for the Delivery of Water

Delivery Point: Curb Stop point, unless specified in a Written Water Service Agreement

Deposit: Transfer of Canadian Funds as a deposit creating a creditor/debtor relationship between LRW and the Customer

Developer: Person, or Corporation, who is engaged in development of land for commercial or residential use

Disconnect(ed)/

Disconnection: Discontinuation of Water Service by physically preventing the flow. This may occur by turning off and/ or removing the Curb Stop and Water infrastructure

Disconnection

Fee: Fee charged by LRW to Disconnect Service

Discontinue (d)/

Discontinuation:

Discontinue Service and/or billing a Customer with or without physically preventing the flow of water

Distribution: Movement of Water by means of pipelines

Facilities: Includes regulating equipment, waterlines, water meters, pump house building, curb stops

Force Majeure: See 10.2

Full Service

Customer: Customer who has entered into a Contract with LRW for the Supply and Delivery of Water

Hour: Any consecutive 60 minute period

Late Payment

Charge: Interest payable by a Customer to LRW at a rate of 2% per month applied to any unpaid balance

Landlord: The Owner of a Property that is leased or rented by a Tenant

Lot: Land owned by the Customer, according to the Laws of the Province of Saskatchewan, which may or may not include structures

Plumbing

Manifold: Plumbing components required for a low-flow drip system and a tank. 5 3/4 inch RF water meter in imperial measurement shall be installed as outlined in Appendix C in addition to these components:

- (a) a shut off valve
- (b) a dual check valve (backflow)
- (c) a ½ gallon/minute flow restriction choke
- (d) a float valve and float
- (e) a black, blue or green colored storage tank
- (f) a 2" air gap in the water tank

Main or Main

Line: Water line capable of feeding one or many tributary branches of the Water Distribution System

Meter Dispute

Test: Investigation conducted at the Saskatoon Meter Shop, whereby the meter is tested, when the Customer or LRW is dissatisfied with the condition or registration of a water meter

Metering

Point: Point at which water is measure and physical possession of Water is transferred from LRW to a Person for Consumption

Month: Period beginning at 9:00am Saskatchewan time on the first day of the calendar month and ending at the same hour on the first day of the next succeeding calendar month

Other Service

Fees: Charges for Services, other than regular monthly charges (See Appendix B)

Owner: Person registered in Land Titles Registry as owner to the title of a parcel of land

Person: Includes LRW, an individual, a corporation, a company, a partnership, an association, a joint venture, a trust, an unincorporated organization, a government, or department, section, branch or division thereof

Personal

Information: Personal Information about an identifiable individual that is recorded in any form according to the meaning set out in the *Freedom of Information and Protection of Privacy Act*

Premise(s): Location specified in an application for Service or such other location where LRW delivers water

Return

Payment Fee: Fee added to the Customer's account for payments returned or not honoured by a financial institution for a reason including, but not limited to: cheques returned NSF, Stopped payment, funds not found, funds frozen, account closed or account not found

Schedule: Terms and Conditions or Service Schedule, as amended, supplemented or replaced from time to time, including the Appendices thereto, as amended, supplemented or replaced from time to time

Security: Letter of credit or similar financial or other assurances, in a form acceptable to LRW, to secure payment or performance under this Schedule or a Written Water Service Agreement

Service(s): Any Service provided by LRW to a Customer, including but not limited to transmitting Water, providing and maintaining facilities and equipment to transport Water, sell Water and test Water

Service

Activation: Procedure followed by LRW to physically turn on the flow of Water to a new installation or to re-establish the flow of Water when the supply has been Disconnected

Service Fee: A fee payable to LRW for a Service

Supply: The provision or sale of water, as opposed to the Delivery of Water

Tenant: Any Person who has the use of or occupies a Premises or property owned by another Person

Water: Tangible supply of Water Originating from the City of Saskatoon where it is treated and tested in real time, distributed to SaskWater and then resold and distributed by LRW

Water Meter: Measuring device used to measure the Customer's Water consumption. A $\frac{3}{4}$ " RF meter, in imperial measurement, installed by LRW and paid for by the Customer, is required

Written Water Service Agreement: Agreement in writing with LRW and Developer for the provision of Water Services for multiple premises

Year(s): Period of 365 consecutive Days. Any such year which contains a date of February 29 consists of 366 days.

APPENDIX B: RATES

Account Set-Up Fee.....	\$60.00
Water Consumption Charge.....	\$29.96- 31.93 per 1,000 imperial gallons
*Minimum monthly billing is 4,000 imperial gallons	
Monthly Testing, Administration and Delivery Fee	\$33.00- \$45.00/month
Pressurized Infrastructure Fee per month for residents of Eagle Ridge.....	\$21.00
Interest rate charge on overdue accounts 2.0% per month (past 30 days is considered overdue)	
Disconnection Fee.....	\$150.00
Reconnection Fee.....	\$150.00
Meter removal, at the request of the Subscriber and disconnected.....	\$200.00 min. or at cost
Deposit for removal and testing of water meter at the Subscriber's request.....	\$150.00
Open and close curb stop at the Subscriber's request.....	\$150.00 min. or at cost
Fee for unauthorized removal of seal or meter tampering.....	\$500.00
*subject to Disconnection/ Reconnection Fees	
Charges for Non-Sufficient Funds.....	\$40.00
Charges for Registered Letters sent out due to late payments	\$40.00

Payment must be made in Canadian Dollars by cheque, cash or etransfer

****all costs subject to GST and subject to change without notice****

APPENDIX C: WATER CONNECTION DETAIL



