

Water and Sewer Connection Replacement Selection of Option Contract

Between the Property Owner and the City of Saskatoon and the Contractor

The Property Owner has lead water connection service lines that must be replaced right up to the water meter in the Property Owner's house. The Property Owner (or authorized agent on behalf of the Property Owner) has chosen to have this work done and paid for as indicated by the boxes marked below:

1. **Use City's Contractor:** The Contractor will replace the water and sewer line up to the outer wall of the house only for \$3,016.00 + GST. NOTE: (1) The Property Owner is responsible for all costs of water and sewer hook-up from there, including replacing the lead line right up to the water meter. (2) This does not include landscaping or other restoration on private property. **If choosing this option, choose payment option A or B below:**
 - A. Pay Contractor Directly. The Property Owner agrees to pay the Contractor directly for the above amounts. The Property Owner agrees that clause 4, *Warranty* from the attached Deferred Payment Terms and Conditions applies.
 - B. The City pays the Contractor on behalf of the Property Owner, and the Property Owner agrees to have that amount added to the 2018 property taxes. The Property Owner agrees that the Deferred Payment Terms and Conditions attached apply in full, and agrees that the signature on this document authorizes the City and the Contractor to proceed as per the Deferred Payment Terms and Conditions attached hereto.

OR

2. **Use Independent Contractor:** The Property Owner will arrange to hire a licensed water and sewer contractor to replace the lead water service connection, from the property line to the water meter, of the property outlined below, by _____. The Property Owner understands that if work required is not completed by the stated date, the City will arrange to have the work done and the full costs thereof will be charged to the property taxes pursuant to Sections 22, 24, 333 and 361 of *The Cities Act*, and the Property Owner hereby authorizes the same.

3. The address of the property having connection replaced is: _____

4. Property Owner's Name: _____

Mailing Address: _____

Telephone: (____) _____

Email: _____

Signature of Property Owner (or Authorized Agent)

Date

Signature of Witness

Name of Witness (please print name)

If applicable: As Authorized Agent, I represent and warrant to the City and the Contractor that I have the Property Owner's full legal authority to enter into this Agreement on his or her behalf.

Name of Authorized Agent (please print name)

Address & Telephone Number

Deferred Payment Agreement Terms and Conditions

Whereas the City, by means of the Contractor, is replacing or repairing the City's water and/or sewer line to which the Property Owner's property connects; and

Whereas the Property Owner has retained the City's Contractor to replace the Property Owner's water and/or sewer connection at the same time;

And Whereas the Property Owner has chosen not to pay the Contractor directly, but has chosen to use one of the payment deferred options described below;

Now Therefore, parties hereby agree:

The City will pay to the Contractor on behalf of Property Owner, and Property Owner will Reimburse the City

1. In consideration of the work and services supplied by the City's Contractor, the Property Owner understands and agrees that upon the Property Owner providing the Signed Original copy of this Agreement to the Contractor, along with a signed copy of the Contractor's invoice indicating that the work has been completed, the City will pay, on behalf of the Property Owner, the above sum plus GST to the contractor on the Property Owner's behalf.
2. The Property Owner agrees that the Property Owner will reimburse the City for such sum paid by the City to the Contractor on the Property Owner's behalf as follows:

(a) **Short Term Deferral**

The Property Owner agrees that if the work and services are provided before September 30th, of any year, the said amount will appear as a pending liability on the Property Owner's property tax information and will be added to the Property Owner's property taxes for the following year, and is payable in full on or before June 30th, of that following year. If the work and services are provided after September 30th, in any year, the said amount will appear as a pending liability on the Property Owner's property tax information and will be added to the Property Owner's property taxes for the year after the following year, and will be payable in full on or before June 30th, of the year after the following year.

[For example, for work done in August, 2017, the amount will be added to the 2018 taxes and is payable in full on or before June 30, 2018. For work done in October, 2017, the amount will be added to the 2019 taxes and is payable in full on or before June 30, 2019. If the Property Owner uses TIPP's, the appropriate sums will be added and charged through that program.]

OR

- (b) **Long Term Deferral** (Available ONLY to Qualified Low Income Property Owners)

Qualified Low Income Earner means a person with an income lower than the Low Income Cut Off (LICO) published by Statistics Canada from time to time. Complete the attached Schedule "A" if you qualify. If you do, the completed Schedule "A" and documents required by Schedule "A" must be submitted directly to the City in the envelope provided for verification by the City.

The Property Owner agrees that the amount due for the work and services, plus a property tax lien fee of \$90.00, will be added to the Property Owner's property taxes. Then, 1/10th of the above sum is due and payable on or before June 30th of the following year. In each year thereafter, 1/10th of the said above sum, plus interest on the entire outstanding balance at 3.20% per annum, is due and payable on or before June 30th of each following year until the full amount (and interest) has been paid in full. These are the minimum payments required, but the Property Owner may pay additional sums, if desired, in which case the sums owing will be adjusted accordingly.

[For example, if the work and services are \$2,000.00, and the work is done in 2016, the sum of \$2,090.00 will be added to the 2018 property taxes. Then, on June 30, 2018, 1/10th of the amount (\$209.00) is due and payable. On June 30, 2019 to and including June 30, 2027, the sum of \$209.00, plus interest on the entire balance outstanding at 3.20% per annum is due and payable. If the Property Owner uses TIPP's, the appropriate sums will be added and charged through TIPP's.]

What happens if Property Owner fails to repay the City

3. If the Property Owner fails to pay any of the sums on the due date or dates, the amounts then due, together with and any future sums that may become due, shall be due and payable immediately as arrears of taxes, and the City shall be entitled to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking the property for unpaid taxes.

Warranty

4. The Property Owner and the Contractor agree that any warranty for the work done by the Contractor for the Property Owner is provided by the Contractor, and they both agree that the City has not and does not warranty the Contractor's work, and the City is not liable for such work in any circumstances.

Schedule "A" LICO Application Form – Long Term Deferral

Applicant Information

Name: _____

Property Address: _____

Telephone: (_____) _____

Email: _____

A Saskatoon household whose total household income falls under Statistics Canada's Low Income Cut Offs (LICO) is eligible for this program. Below is a chart that outlines LICO's maximum acceptable income levels per household based on the number of people in the immediate family. Please refer to this chart to see if your household qualifies.

Size of Family Unit	1	2	3	4	5	6	7 or more
Total Household Income	\$20,952	\$26,082	\$32,065	\$38,931	\$44,154	\$49,800	\$55,444

Documentation Required Income Verifying Requirement: A copy of your most recent Notice of Assessment from Canada Revenue Agency is **REQUIRED** for each adult (married or common-law) within your household. If you do not have a copy of your Notice of Assessment, it can be obtained by calling 1-800-959-8281 and it will be mailed to you. Request the Option C Form or a Verified Copy of your most recent Income Tax Return.

Household Members If you qualify and wish to utilize this program, in the table below, list the people in your immediate family (parents/guardians and their children who are under 19 years of age) that are currently living in your household along with their income from line 150 on the most recent Notice of Assessment from Revenue Canada. This includes a maximum of two adults. **Please print clearly.**

Note: Adult children 19 years of age and over, roommates or other non-immediate family members, such as grandparents, are not to be included in your household numbers for the purposes of this application.

	Last Name	First Name	Date of Birth	Income Level
Applicant				
Spouse/Partner				
1st Dependent				
2nd Dependent				
3rd Dependent				
4th Dependent				

I certify that all the information provided is correct, and hereby apply for Long Term Deferral set out in this application form and agree to be bound by the terms set out above.

Signature of Applicant

Date

The City of Saskatoon reserves the right to verify information provided on and with this application form.

January 2017

Lead Connection Information Sheet

According to our records, your home has a lead service connection, which is the pipe that supplies water from the water main in the street to your house. Most houses built prior to 1949 (approximately 6,000 homes in Saskatoon) have this type of connection.

As part of the City's regularly-scheduled replacement of deteriorated water and sewer mains, we will be in your area this spring replacing water service lines that run from the street to the houses.

We will be requiring replacement of your portion of the pipe as well, for health and safety reasons outlined in the formal letter. Some new information has been used from the American Water Works Association (AWWA), dated February 3, 2010, stating that:

“Permanently reducing lead in drinking water fundamentally rests on removing lead material from contact with drinking water, including lead service lines. Because customers are frequently reluctant to replace the portion of the lead service lines under their control, utilities sometimes replace on the utility portion of the line.

Recent utility research suggests that disrupting lead service lines—as occurs during lead service line replacement—substantially increase lead levels for a period of time. When lead pipe remains after the disruption, lead levels can continue to be elevated longer.”

Is there lead in the drinking water system? What is the acceptable level?

The drinking water leaving the Saskatoon Water Treatment Plant and in the distribution system is virtually lead free. However, lead may be present in household tap water due to its presence in the service connection or in household plumbing systems containing lead, including solder and brass fittings.

Small amounts of lead can dissolve into drinking water when it sits in household plumbing. In Saskatoon, water is treated such that it leaves a deposit which coats the plumbing system, and along with other water quality characteristics, may help reduce water contact with lead service connections or lead in plumbing systems.

Excess quantities of lead may impact human health, especially in small children; therefore, a very conservative limit has been set by Health Canada at 0.010 mg/L of lead in drinking water. This limit is based on long-term chronic effects, so short-term consumption of water above this limit does not necessarily pose undue risk to health. The lead level content in Saskatoon drinking water when it enters the distribution systems is less than 0.0001mg/L or 100 times lower than the Health Canada Limit.

Lead is also commonly found in soil, food, and consumer products.

Some additional resources you can check out:

For additional information, visit Health Canada's website on drinking water at www.hc-sc.gc.ca/ewh-smpt/pubs/water-eau/lead-plomb-eng.php and the American Water Works Association at: <http://www.awwa.org/publications/StreamlinesArticle.cfm?itemnumber=53926>

Electrical Inspections

NOTICE

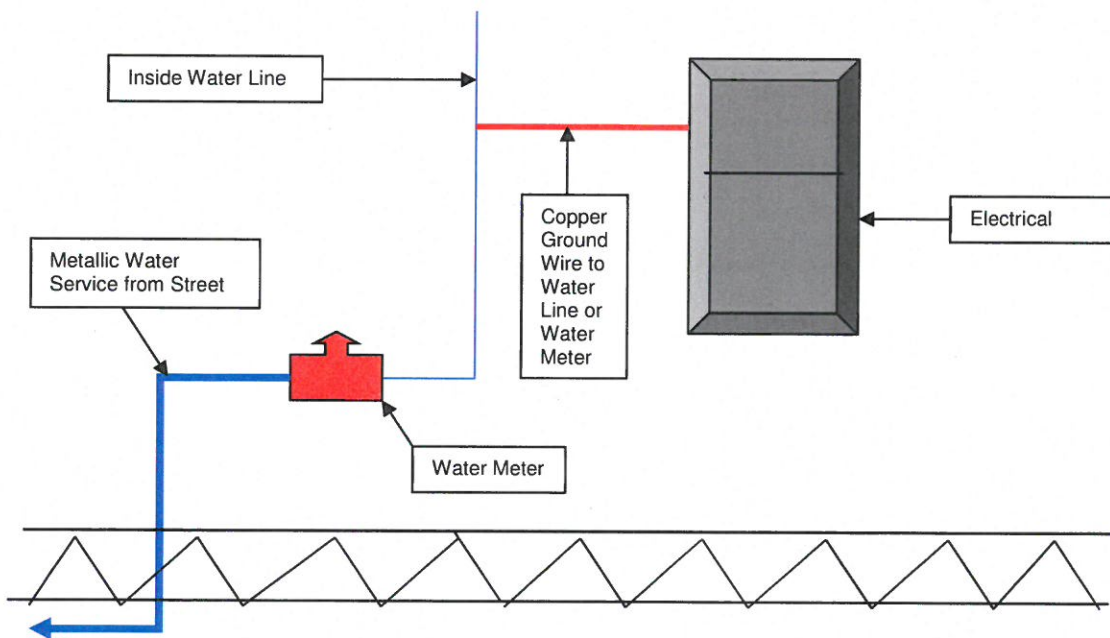
Old metallic water services (lead) are being replaced with new plastic lines in many areas in the city of Saskatoon.

In many cases the existing water service is being used as the grounding means for the electrical service in the house. Removal, or modification, of the metallic water line may disrupt the integrity of the grounding system for the house.

For the safety of you and your family, it is very important that the electrical service remain securely grounded at all times.

If the ground for the electrical service in your home has been altered in any way, please contact a licensed Saskatchewan Electrical Contractor immediately and have them check, and/or repair, the grounding connection to the electrical service.

If you have any questions or concerns, please call SaskPower's toll free number: 1-888-757-6937



(4) Notwithstanding subsections (1) to (3), a designated officer shall not enter any place that is a private dwelling without:

- (a) the consent of the owner or occupier of the private dwelling; or
- (b) a warrant issued pursuant to section 325 from a justice of the peace or a provincial court judge authorizing the entry.

2002, c.C-11.1, s.20.

Right of entry re reading meters

21 A city may enter any land or building to which a public utility service is provided:

- (a) for the purpose of reading meters; and
- (b) after making a reasonable effort to notify the owner or the occupant, for the purpose of installing, inspecting, replacing or removing meters and conducting sampling tests.

2002, c.C-11.1, s.21; 2003, c.18, s.7.

Service connections

22(1) The owner of a parcel of land is responsible for the construction, maintenance, repair and replacement of a service connection of a public utility located above, on or underneath the parcel of land, unless otherwise determined by the city.

(2) If the city is not satisfied with the construction, maintenance, repair or replacement of a service connection by the owner of a parcel of land, the city may require the owner to construct, maintain, repair or replace the service connection of a public utility in accordance with the city's instructions within a specified time.

(3) If an owner does not comply with a requirement of a city to the satisfaction of the city within the specified time, or in an emergency, the city may enter any land or building to construct, maintain, repair or replace the service connection.

(4) Notwithstanding the other provisions of this section, the council may, as a term of providing a public utility service to a parcel of land, give the city the authority to construct, maintain, repair and replace a service connection located above, on or underneath the parcel.

(5) A city that has the authority to construct, maintain, repair or replace a service connection pursuant to subsection (4) may enter any land or building for that purpose.

(6) After the city has constructed, maintained, repaired or replaced a service connection pursuant to subsection (5), the city shall restore any land it entered for that purpose as soon as is practicable.

(7) The city's costs relating to the construction, maintenance, repair or replacement and restoration pursuant to this section are an amount owing to the city by the owner of the parcel of land, unless otherwise determined by the city.

2002, c.C-11.1, s.22.