



APPLICATION AND UNDERTAKING FOR WATER SERVICE, CONSTRUCTION WATER SERVICE AND METER INSTALLATION

This Application and Undertaking is submitted to ENWIN Utilities Ltd. ("ENWIN"), acting as agent for the Windsor Utilities Commission ("WUC"), for water service, construction water service, temporary water service, meter installation, or related account administration at the Property identified below.

By signing this form, the Property Owner and Account Holder, jointly and severally, agree to comply with WUC By-Law 96, the WUC Schedules, WUC Specifications, applicable City of Windsor approvals, the Ontario Building Code, applicable backflow prevention requirements, and all other applicable laws and requirements, each as amended from time to time. This form does not replace any City of Windsor permit, WUC approval, development agreement, design approval, inspection requirement, servicing requirement, or other approval required before water service may be supplied, changed, activated, or metered.

Failure to comply will result in disconnection of service and the possibility of fines and charges as per WUC By-Law 96.

See <https://enwin.com/water/windsor-utilities-commission/law-96> for WUC By-Law and <https://www.enwin.com/water/water-system-information/water-projects-and-construction> for WUC Design Guidelines & Specifications.

Definitions:

"Owner" means the registered owner of the Property.

"Account Holder" means the person approved by ENWIN/WUC to be financially responsible for the water account.

"Premises", "Construction Water", "Temporary Water Service", "Private Fire Service", "WUC Specifications" and "WUC Schedules" have the meanings or application given to those terms in WUC By-Law 96.

"Waterworks" means any works for the collection, production, treatment, storage, supply, transmission and distribution of water by ENWIN or WUC, or any part of any of those works including the water service connection, but does not include plumbing to which the Building Code Act or any amendments thereto apply.

Service Type (choose one)		
☐ Permanent	☐ Summer Irrigation	☐ Construction / Temporary Service
Property Owner		
Last Name	First Name	Email
Address	Unit #	City or Town
Province	Postal Code	Telephone Number
Account Holder (The person responsible for paying the monthly bills)		
☐ Same as Owner (recommended)		
Last Name	First Name	Email
Address	Unit #	City or Town
Province	Postal Code	Telephone Number

REF: TS-01-20260723



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Property Address (Service address)		
☐ Same as Owner		
Address	Unit #	City or Town
Province	Postal Code	Telephone Number
Description and Name of the Project		
<i>Indicate use eg. Residential, Plaza, Strip Mall, Manufacturing, Industrial, Institutional, Warehousing, Offices, etc.</i>		
Temporary Water Meter Size (If Applicable)		
Meter Size(s) (inches)	Meter location (pit, vault, or indoor) see Design Guidelines & Specs	Number of meters being installed
Permanent Water Meter Information (Approved by City of Windsor)		
Meter Size(s) (inches)	Meter location (pit, vault, or indoor) see Design Guidelines & Specs	Number of meters being installed
New Construction Requirements		
Prior to issuing the water meter, the new water service will need to have passed pressure testing and sampling if greater than 50mm. A backflow preventer may be required if identified by the approved proposed piping layout or a survey of the premises per the WUC By-Law 96, Ontario Building Code, and CSA B64.10. The survey and backflow preventer test results must be entered into the ENWIN backflow web portal if applicable.		
Initial-Verified Acknowledgement:		INITIALS
The Account Holder shall be responsible for paying all costs associated with the active account including the monthly bill until the Account Holder contacts ENWIN to close the account or it is transferred to a new account holder.		_____
The Account Holder is responsible for all charges on the account, including Construction Water charges, fixed charges, usage charges, wastewater and stormwater charges where applicable, watermain replacement levies, fees, late payment charges, shutoff/turn-on charges, meter charges, back-billing, penalties, and other amounts payable under WUC By-Law 96 and the WUC Schedules. The Owner acknowledges that unpaid amounts relating to water service supplied to the Premises may be recovered in accordance with WUC By-Law 96 and applicable law, including by adding eligible amounts to the tax roll where permitted. Where the Owner and Account Holder are different persons, the Owner and Account Holder are jointly and severally responsible to ENWIN/WUC for construction water charges, temporary service charges, unauthorized use charges, meter damage/loss/freeze charges, backflow/cross-connection non-compliance costs, shutoff/turn-on charges, inspection/enforcement costs, and other charges arising from the construction project or use of water at the Property, except to the extent prohibited by applicable law.		_____
ENWIN does not dictate water meter sizes, any current and future customer requests for, or to change, the water meter size must be approved by permit through the City of Windsor.		_____



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Initial-Verified Acknowledgement (continued):	INITIALS
The Owner shall notify ENWIN immediately of any leaks, breakage, stoppage, irregularity, or loss of a water meter.	—
No bypass shall be installed around the water meter or backflow preventers unless approved by WUC.	—
The Owner and/or Account Holder shall remain in compliance with WUC By-Law including replacement of frozen/damaged/lost/stolen water meters and WUC By-Law fines and charges due to infractions.	—
Construction water charges commence on the date construction water service is activated, authorized, made available for use, or first used at the Premises, whichever occurs first, as determined by ENWIN/WUC acting reasonably. Construction water charges continue to be billed monthly in accordance with WUC By-Law 96 and the applicable WUC Schedule until ENWIN/WUC confirms that the required water meter has been installed, activated, placed into service, and the account has transitioned to standard metered billing. The installation of plumbing, occupancy, partial occupancy, completion of construction, non-use of water, or delay by the Owner, Account Holder, contractor, or other project participant in requesting or permitting meter installation does not, by itself, stop construction water charges. Once the meter is installed, activated, and placed into service, construction water charges cease and standard water, wastewater, stormwater, fixed meter charges, levies, and other applicable charges begin.	—
The Owner and Account Holder must request meter installation as soon as the Premises is ready for meter installation and all required testing, sampling, backflow prevention, access, piping, inspection, and approval requirements have been satisfied. The Owner and Account Holder must not delay, obstruct, or fail to schedule meter installation for the purpose or effect of continuing unmetered construction water service. A water meter, meter wiring/conduit, AMR/AMI unit, meter pit/vault where required, and related fittings must be installed, inspected, approved, activated, and placed into service before occupancy unless ENWIN/WUC gives prior written approval.	—
The Owner is responsible for purchasing, installing, and testing backflow preventers in compliance with CSA B64.10 series standards.	—
The Owner shall, in accordance with WUC By-Law, construct the new water service at their sole expense and ensure the 'shut off valve' is properly installed and in good working order. Furthermore the Owner shall be responsible for any damage caused to the 'shut off valve' by their activities, their tenants' activity or their contractors' activity. If the shut-off and curb box is under the driveway, the Owner is responsible for ensuring the shut-off or curb box is operational and remains operational after the driveway is placed. Any damage to the shut-off or curb box is to be repaired or replaced by the Owner at the Owner's sole expense. ENWIN will not proceed with the meter installation if the 'shut off valve' is damaged or inaccessible.	—
Fire hydrants, fire lines, and private fire services must not be used for construction water, domestic water, irrigation, cleaning, flushing, testing unrelated to fire protection, or any non-fire-protection purpose unless WUC has given prior written approval. Unauthorized use may result in construction water charges, estimated usage charges, back-billing, administrative monetary penalties, fines, fees, shutoff or reduction of service, recovery of costs, and any other remedy available under WUC By-Law 96, the WUC Schedules, and applicable law. ENWIN/WUC may estimate the period and quantity of unauthorized use where actual metered data is unavailable	—
WUC will not be required to install, activate, or place a meter into service until all required pressure testing, disinfection, sampling, backflow prevention, inspection, access, piping, meter location, pit/vault, conduit, and approval requirements have been completed and accepted to WUC's satisfaction.	—



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Initial-Verified Acknowledgement (continued):	INITIALS
The Owner and Account Holder must provide WUC and their authorized representatives with safe, timely, and unobstructed access to the Property, water service, shutoff valve, meter, meter pit/vault, backflow prevention device, private service, private fire service, and related equipment for inspection, installation, reading, testing, repair, replacement, shutoff, turn-on, disconnection, investigation, and enforcement purposes	—
Construction water service is temporary. As a general guideline, residential construction water service is expected not to exceed 3 months and ICI construction water service is expected not to exceed 6 months unless WUC approves an extension in writing. The Owner or Account Holder must request any extension before the applicable period expires and provide supporting project details. WUC may refuse or condition an extension, require permanent metering, require additional information, require security or payment, or discontinue/reduce service in accordance with WUC By-Law 96 and applicable law.	—
For ICI projects, WUC will determine meter location, vault/pit requirements, timing, and whether construction water service is available on a case-by-case basis. WUC may also require the vault and meter to be installed at the outset before water service is activated. In any event, for any project requiring a 6-inch or larger meter or service, the meter and vault must be installed at the outset as construction water service is not available for these sizes.	—
Timeline:	
ENWIN requires a minimum of 48 hours notice for the availability of a water meter or additional delays and fees will apply. Please note that water meters 3" and above may not be in stock and may take 6 or more months for delivery.	
NOTE:	
Personal information on this form is collected by ENWIN, as agent for WUC, under the authority of WUC By-Law 96, the Municipal Act, 2001, and other applicable law for the purposes of processing this application, establishing and administering water service and accounts, scheduling inspections and meter installation, administering construction water service and temporary water service, billing and collecting charges, enforcing WUC requirements, communicating with the Owner, Account Holder and authorized representatives, and maintaining records relating to the Premises. Questions about the collection, use, or disclosure of this information may be directed to: Privacy Officer, ENWIN Utilities Ltd., 4545 Rhodes Drive, Windsor, ON N8W 5T1, (519) 255-2727 privacy@enwin.com. To the maximum extent permitted by law and subject to WUC By-Law 96, ENWIN and WUC are not liable for loss, damage, cost, expense, claim, interruption, delay, business loss, loss of profit, property damage, or consequential, incidental, special, aggravated, exemplary, or punitive damages arising from or relating to the supply, interruption, reduction, stoppage, disconnection, reconnection, delay, refusal, or discontinuance of water service, construction water service, temporary water service, meter installation, meter activation, inspection, testing, access, enforcement, emergency work, breakdown, repair, extension, or operation of the Waterworks, except to the extent liability cannot be limited by applicable law. The Owner and Account Holder shall release, indemnify, defend, and hold harmless ENWIN, WUC, and their respective officers, directors, employees, contractors, agents, successors, and assigns from and against all losses, costs, claims, damages, penalties, fees, expenses, proceedings, and demands arising from or relating to: inaccurate or incomplete information in this Application; unauthorized use of water; use of fire lines, private fire services, or hydrants for non-fire-protection purposes; failure to comply with WUC By-Law 96, WUC Specifications, City approvals, backflow prevention requirements, or applicable law; failure to maintain, protect, or provide access to private service, temporary service, meters, meter pits/vaults, shutoff valves, backflow prevention devices, or related equipment; acts or omissions of the Owner, Account Holder, contractor, tenants, occupants, employees, agents, or representatives; leaks, breaks, freezing, damage, theft, tampering, bypassing, obstruction, contamination, cross-connection, or irregular water use at or from the Premises, except to the extent caused by the gross negligence or wilful misconduct of ENWIN/WUC or except as otherwise prohibited by law. Notwithstanding anything contained herein to the contrary, the aggregate annual liability of ENWIN and WUC in any way arising out of or in connection with the supply of water shall be limited to, and shall in no circumstances exceed an amount equal to annual charges in respect of any particular property at the time of the occurrence of the event resulting in liability. By submitting this application, the Account Holder represents and warrants that they have received the Owner's authorization to set up new water services for the property listed.	



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Signature

By signing below, each signatory confirms that the information provided is true, accurate, and complete; that they have authority to sign in the capacity indicated; that they will promptly notify ENWIN of any change to the information provided; and that they accept the obligations applicable to them under this Application, WUC By-Law 96, the WUC Schedules, WUC Specifications, and applicable law. False, incomplete, or inaccurate information may result in delay, refusal, disconnection or reduction of service, recalculation of charges, estimated billing, back-billing, fees, penalties, administrative monetary penalties, recovery of costs, and any other remedy available to ENWIN/WUC.

Property Owner Signature:

Date:

Account Owner Signature:

Date:

Please submit the form by email to **tsd@enwin.com**, by mail, or in person to

**4545 Rhodes Drive,
Windsor, ON, N8W 5T1.**

If you have any questions please contact our **Technical Services Department at 519-251-7300.**