

A G R E E M E N T

BETWEEN

(Landowner)

AND

WESTLOCK COUNTY

(Hereinafter Referred to as "the County")

WHEREAS the applicant is the owner of an estate in fee simple, subject however to such encumbrances, liens, and interests as may be notified by memorandum underwritten, in all those lands more particularly described as:

-

AND WHEREAS the County is the Proprietor of a water supply system for the Westlock Regional Water Services Commission (WRWSC) Phase 1, 2 and/or 3 to which the applicant wishes to connect in order to obtain a supply of water for residential use on the subject property.

NOW THEREFORE the parties to this Agreement hereby agree as follows:

1. The County authorizes the applicant to construct a waterline from the existing water supply line/extension at its closest point, within the County road allowance, as specified by County personnel, for residential purposes, only.
2. The line will be installed at a minimum depth of 2.5 meters below ditch bottom.
3. The line shall be constructed of a minimum of DR 11 series 200 municipal tube. The applicant shall ensure that a curb cock valve is installed at the property line. The County shall have the right to examine, and approve or reject all connections, workmanship, materials, etc. on the County side of the curb cock. The applicant shall ensure that a drafted as-built diagram to include connection point of supply line to dwelling is provided to the County following installation. Line sizing will be as specified by the County.
4. The applicant shall be responsible for any and all maintenance costs, etc., from the point of connection at the residence to the curb cock (cc).
5. Following construction, the applicant will clean up all brushing refuse, level and reclaim the ditch bottom to the satisfaction of the County.
6. The total cost of the installation, including the hook-up to the County water supply, will be the responsibility of the applicant.
7. If the applicant wishes to tie on to that portion of the supply line paid by another applicant, a cost share formula would take effect.
8. The water supply line alignment shall be in accordance with the diagram attached hereto and the required items below:

- The applicant must install a cistern with a minimum of 150 imperial gallons, and re-pressure the distribution of water accordingly.
- No cross connections are allowed, in other words, no other supply or water source may be interconnected.
- Water must be metered before entering cistern.
- Water meter/Back flow preventer will be installed as per diagram.

The County reserves the right of access to the property for the purpose of system and connection inspections, maintenance to municipal water meters and for regular readings, as required from time to time.

9. In the case of an emergency, the County may interrupt the water supply for as long as is reasonable in view of the circumstances contributing to the emergency. The County will provide notice of the interruption as soon as possible.
10. If the ability to supply water is restricted as a result of water shortage, restrictions may be imposed.
11. The County agrees to use all reasonable efforts to supply a regular, uninterrupted supply of water. However, neither the Westlock Regional Water Services Commission nor the County, its employees, agents or representatives shall be liable for any damages, claims, lost costs, charges, expenses, lost revenue, lost profits or other consequential, direct or indirect loss whatsoever relating to any partial or absolute interruption or cessation in the supply of water or for any change in pressure.
12. Before construction, the applicant will arrange all necessary Permits, including Alberta Environment Permits (required if subdividing) and the County Development Permits.
13. The applicant shall pay to the County, a one-time connection fee as per Westlock County Utility Bylaw, which may be changed from time to time, payable upon execution of this Agreement. The water meter and application fee are to be purchased at the Westlock County office as per Westlock County Utility Bylaw, which may be changed from time to time. The applicant will share equally with other property owners within the service area for any future system up-grades and enhancements. The applicant will pay to the County the usual water rates, fees, and/or charges imposed on the system users, as determined by the County, from time to time, commencing the month, or any portion thereof, installation is completed. At such time and manner as the County may direct all charges on the property and may be collected in like manner as municipal rates and taxes are recoverable.
14. Any breach or failure to perform under this Agreement on the part of the applicant may result in termination of service and/or termination of the Agreement by the County. The continuation of service will be subject to standard re-connection policies as established by the County, from time to time.
13. The applicant(s) shall provide themselves with sufficient liability coverage (Two Million Dollars (\$2,000,000.00) minimum) and shall save harmless the County from any and all costs, liabilities or actions that may arise as a result of the applicants' action or inaction pursuant to this Agreement.

14. It is hereby declared that nothing herein shall be deemed to vest in either party, any title to mines or minerals in or under the land comprising the said right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in connection with the works of the registered owner of the said lands or of the grantee, as applicable.

15. All notices to be made or that may be deemed necessary hereafter, may be made by letter addressed to the parties at the addresses stated upon those instruments giving rise to their interest in the above stated lands that may be on file at the Land Titles Office of the North Alberta Land Registration District, or such other addresses as the grantor and grantee may respectively, from time to time, designate, in writing, and any notice shall be deemed to have been given to and received by the addressee thereof three days after mailing thereof, postage paid.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures and/or their seals at Westlock, Alberta this ____ day of _____, A.D. 20____

WESTLOCK COUNTY

Reeve

Administrator

APPLICANT

Witness

Witness