

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2016

BETWEEN:

CARDSTON COUNTY  
(hereinafter referred to collectively as the “County”)

-and-

VILLAGE OF GLENWOOD  
(hereinafter referred to as the “Village”)

WHEREAS:

- A. The Village owns and operates a water treatment and distribution system in the Village of Glenwood;
- B. The County requires the services of the Village to treat the County’s water so that the County can supply potable water to its residents;
- C. The County and the Village have reached agreement with respect to the terms and conditions under which the Village will provide such water treatment services to the County;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises, mutual terms, covenants and conditions contained within this Agreement, the parties hereto agree as follows:

**1. TERM AND TERMINATION**

1.1 The term of this agreement shall commence on \_\_\_\_\_, 2016 and continue in force for the period of **Fifteen (15) years**, subject to being renewed in accordance with paragraph 2.

1.2 Unless otherwise agreed to by the Parties this agreement shall automatically renew for an additional term of **Five (5) years** commencing upon the expiration of the initial term or any future renew term, as the case may be.

1.3 Notwithstanding the foregoing, the County or Village may terminate this agreement by providing notice in writing to the other not less than **Five (5) years** prior to the expiration of the initial term or any renewal term, as the case may be.

2. **COUNTY GENERAL OBLIGATIONS**

2.1 Ensure that the County Water License is in good standing with the Alberta Environment

2.2 That the County Water License volume is adequate to supply the demand.

2.3 Acquire, at its own cost, additional water license when required.

2.4 Work with the applicant to explain process and cost of water hook ups.

2.5 County will ensure there is a water meter at the connection point and at each house if more than one hookup is on the private distribution line.

2.6 County will ensure that future development understand the water is supplied at a rate of .5 gallon per minute and a monthly total of 36 M<sup>3</sup>.

2.7 Accepted all applications for water, to ensure supply, and forward application to the Village

2.8 If the Water Treatment Plant within the Village require upgrade to increase demand due to County residents water demands the County shall cover the cost of upgrades.

3. **VILLAGE GENERAL OBLIGATIONS**

3.1 The Village will treat all water supplied by the County for residential potable use.

3.2 The Village will insure treated waters meet the Provincial Standard for treated water.

3.3 The Village will supply the water to a reasonable located connection point.

3.4 The Village will allow a license contractor to tap into the connection point, and supply the contractor with any construction requirements for the connection.

3.5 The Village will pre-set a connection fee to cover any cost they may incur for connection process.

3.6 The Village will ensure water pressure at all connection point is the same as the Village "Water Distribution System"

4. **HOOK UP REQUEST**

4.1 The applicant requesting the hook up must submit an application to County who will review the request and then forward it to the Village for review.

4.2 The applicant will be responsible for all cost with the hookup, including the County water license, the Village hook up fee, the construction cost, meters, and any distribution cost to get to the end use parcel.

4.3 The applicant will only receive 36M<sup>3</sup> per month at a rate of 0.5 gallon per minute.

5. **RATES AND BILLINGS**

5.1 Rates utilized and charged from time to time by the village for water supplied under this agreement (the "Rate") shall be established annually by the village's Council and shall based upon and calculated:

- a. Based on the cost of water operations, including labour, maintenance, and amortization.
- b. If the urban and rural rates are different there should not be more that 15% difference.

5.2 If the Village wishes they may direct bill the County residents, with no reimbursement to the County, Or the Village may bill the County directly and the County will bill the residents.

5.3 If the Village direct bills, they may also charge a testing fee for cost incurred for testing the rural lines.

5.4 The County will provide the Village with a monthly consumption rate for their billing needs.

5.5 If the Village direct bills, and the County residents have not paid their bills the Village will shut the water off, as per Village policy, until the payment has been made with any fines or penalties.

5.6 If outstanding bills are still an issue the Village may bill the County for any outstanding amount and the County will forward an invoice to the landowner, if required the amount may be placed on the tax records.

6. **SUSPENSION OF SERVICE**

6.1 In the Case of an emergency, the Village may interrupt the treatment of the County's raw water and the delivery of Water in accordance with this Agreement for as long as is reasonable in view of the circumstance contributing to the emergency. The village shall determine when the emergency exists using reasonable judgment, and shall take whatever steps are necessary to meet the Emergency. The Village shall use best efforts to ensure that any service interruption is as short in duration as circumstances permits.

6.2 In the Case of a water shortage, the Village may impose conservation restrictions on the Villages and County water supply equality.

6.3 In the event of a Provincial water license call, the Village and County to share the license volume with the lowest priority number

IN WITNESS WHEREOF the Parties have executed this agreement on the day and year first written above.

CARDSTON COUNTY

Per: \_\_\_\_\_  
(C/S)

Per: \_\_\_\_\_

VILLAGE OF GLENWOOD

Per: \_\_\_\_\_  
(C/S)

Per: \_\_\_\_\_