

RWSS SERVICE CONNECTION FUNDING AGREEMENT



REGIONAL MUNICIPALITY
OF WOOD BUFFALO

This Agreement made effective as of the ____ day of _____, 202__.

BETWEEN:

(Name of Owner 1)

(Name of Owner 2)

herein referred to in this Agreement as the **"Owner(s)"**

-and-

REGIONAL MUNICIPALITY OF WOOD BUFFALO

herein referred to in this Agreement as the **"Municipality"** or **"RMWB"**

RURAL WATER AND SEWER SERVICING (RWSS) SERVICE CONNECTION FUNDING AGREEMENT

WHEREAS the Council for the Municipality has approved a funding program to provide financial assistance to rural residents of Anzac, Conklin, Draper, Gregoire Lake Estates, Janvier and Saprae Creek Estates to install service connections to the Municipal Water and Sewer System to their dwellings;

AND WHEREAS rural residents shall contract directly with qualified contractors to install the service connection from the adjacent main water and / or sanitary trunk to their individual residence;

AND WHEREAS if rural residents meet the terms and conditions of the Service Connection funding program, costs for the installation of the Service Connection in excess of the Rural Water and Sewer Service Connection Fee (the "Fee") as set out in Schedule B to Bylaw 20/009 – Rural Area Water and Wastewater Service Connection Bylaw (the "Bylaw") will be paid by the RMWB;

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AND WHEREAS the Rural Water and Service Funding Program will expire five years after the commencement of the applicable Program Period as defined in the Bylaw;

In consideration of the mutual promises made by each party and the terms and conditions specified in this Agreement, the parties agree as follows:

1. In this Agreement the following definitions apply:
 - a. **"Application Form"** means an application form as required by the RMWB satisfactorily completed by the Owner to qualify for the funding program, attached hereto as **Schedule A**;
 - b. **"Assignment of Payment Agreement (the "Assignment")"** means an assignment agreement signed by the Owner assigning the costs for the installation of the Service Connection in excess of the Fee and all rights the Owner may have to the cost of the Service Connection to the Certified Contractor selected by the Owner to install the Service Connection on the Owner's Lot, in the form of the attached **Schedule B**;
 - c. **"Certified Contractor"** means any one of the PS certified Private Sewer Service Connection installation contractors as defined in the Bylaw and as selected by the Owner to install the Service Connection;
 - d. **"Completion"** means completion pursuant to section 15 of the Bylaw;
 - e. **"Final Payment"** means the payment to the Certified Contractor as provided for pursuant to sections 15 through 17 of the Bylaw;
 - f. **"Funding Program"** means the Rural Water and Sewer Servicing funding program approved by Council of the RMWB as set out in the Bylaw for Anzac, Conklin, Draper, Gregoire Lake Estates, Janvier and Sapræe Creek Estates;
 - g. **"Municipal Water and Sewer System"** means the Water System, the Wastewater System, or both as defined in the Bylaw, as the case may be, owned by the RMWB to which the Service Connection will be connected;
 - h. **"Owner's Dwelling"** means the residential dwelling constructed or to be constructed prior to the termination of the Program Period on the Owner's Lot;
 - i. **"Owner's Lot"** means the residential parcel of land owned by the Owner as described in paragraph 2 of this Agreement;

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- j. "Quote" means a binding prepared statement from the Certified Contractor estimating the costs of the Service Connection for review, consideration and acceptability for the Funding Program by the RMWB.
- k. "Resident Portion" means the Owner's financial contribution to the cost of the Service Connection, which in Anzac, Conklin, Draper, Janvier, Gregoire Lake Estates and Sapræ Creek Estates as defined in Schedule B to the Bylaw and herein as the Fee;
- l. "Service Connection" means the Service Connection as defined in the Bylaw;

2. The Owner(s) owns the following parcel of land:

Municipal Address: _____

and legally described as:

Plan: _____

Block: _____

Lot: _____

Excepting thereout all mines and minerals (in this Agreement, the "Owner's Lot")

- 3. The Owner wishes to connect to the Municipal Water and Sewer System based on specific needs of the dwelling in accordance with the Bylaw and all relevant enactments, regulations, codes and guidelines for the installation, inspection, safe operation, maintenance and repair of the Service Connection.
- 4. The Owner shall arrange and independently contract with a Certified Contractor for design and construction including but not limited to site inspections, geotechnical testing, and permits where required and approved by the Municipality. Subject to the Owner complying with the requirements for the Funding Program, including a completed Application Form, the Owner will be liable only for the Fee, with the cost of the Service Connection to be paid by the RMWB.
- 5. The Owner, after selecting a Certified Contractor, will complete an Assignment of Payment in favour of the Certified Contractor. The Owner must present this Assignment of Payment to the RMWB with an Application, for approval.

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6. Prior to commencement of the installation of the Service Connection the Application, the binding Quote or proposed contract between the Owner and the Certified Contractor and the Assignment of Payment must first be approved by the RMWB with confirmation of such approval communicate to the Owner. If the Application Committee constituted pursuant to the Bylaw, in the exercise of its powers, does not approve the application materials, the Owner may either:
 - a. appeal the decision of the Application Committee to the Appeal Committee as constituted by the Bylaw; or
 - b. select an alternate Certified Contractor and re-apply.
7. In the event that, during the course of installation of the Service Connection the Certified Contractor determines that they cannot complete the installation for any reason other than the agreed upon cost of the installation, the Certified Contractor must stop all work on the Service Connection and immediately inform the RMWB and provide the reasons for the non-fulfillment of the installation. The Application Committee or the Appeal Committee upon Appeal will review the reasons for the non-fulfillment of the work and will consider and make a decision, in their sole discretion, may work with the owner to facilitate the completion of the installation, failing which the Certified Contractor will discontinue all work on the Service Connection unless otherwise decided by the Application Committee or the Appeal Committee.
8. Upon satisfaction of the requirements for final payment to the Certified Contractor set forth in sections 15 through 17 of the Bylaw, the RMWB will pay the Certified Contractor for all Service Connection costs.
9. The Owner agrees that the RMWB or its agent will have the right at all times to inspect the cost records of the Owner prior to making final payment of the costs to the Certified Contractor.
10. The Service Connection must be completed by the deadline set forth in section 11 of the Bylaw, unless there are unexpected circumstances beyond the control of the parties and the Application Committee or the Appeal Committee, may in their sole discretion withhold the payment of some or all of the costs of the Service Connection.
11. The Owner shall indemnify and hold harmless the RMWB, its employees and authorized representatives from any and all claims, demands, actions and costs or whatsoever may arise, directly or indirectly, out of any act of omission by the RMWB related to the Funding Program.
12. The RMWB does not make any warranty with respect to any design, construction, materials, products, or equipment relating to the work.

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13. The Owner shall arrange and contract with the Certified Contractor any written or verbal product warranties.
14. The owner acknowledges that any and all employees of the Certified Contractor or the persons engaged in the performance of any of the work, shall be considered employees of the Certified Contractor only and shall not be considered officers, employees, contractors or agents of the RMWB.
15. Contractual notices shall be given in writing by personal delivery, by postage prepaid registered mail, or by email to the addresses of the Parties as follows:

<p>OWNER(S):</p> <p>_____</p> <p>_____</p> <p>Mailing Address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Phone: _____</p> <p>Email: _____</p>	<p>RMWB:</p> <p>[NAME] - _____</p> <p>[POSITION] - _____</p> <p>Regional Municipality of Wood Buffalo 9909 Franklin Avenue Fort McMurray, AB T9H 2K4</p> <p>Phone: _____</p> <p>Email: _____</p>
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or at such subsequent address given by such Party to the other Party by Notice in writing from time to time.

16. A Notice shall be deemed to have been given and received on the date on which it was delivered or transmitted, if delivered or transmitted on a business day during the regular business hours of the recipient. If it is delivered or transmitted on a day that is not a business day or outside the regular business hours of the recipient, the Notice shall be deemed to have been delivered or transmitted on the following business day.
17. The Owner(s) expressly acknowledge that they have read and understand section 26 of the Bylaw and that if the Fee Instalment Payment option set forth in Schedule B to the Bylaw is chosen and that arrears of payments accrue, those amounts will be added to the tax roll of the property of the Owner(s).

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18. The Owner(s) agree that in any attempted negotiation for the sale of or prior to agreeing to sell their property, they will advise the prospective purchaser or the purchaser that the balance of the Fee, if the Instalment Payment Option is chosen, forms part of the RMWB's utility charges and if in arrears those arrears, including interest and other charges if applicable, will be added to the tax roll for the property by the RMWB.
19. If the Owner(s) select the Installment Payments option pursuant to Schedule B to the Bylaw, the Owner(s) agree that the utility account with the RMWB will remain in the name of the owners until full payment is made to the RMWB via utility charges, or if the utility account is in the name of a tenant or a non-owner occupant, the owner will become the utility account holder and remain as such until full payment is made to the RMWB.

Signed at _____ in the Regional Municipality of Wood Buffalo in the Province of Alberta this ___ day of _____, 202__.

WITNESS

Per: _____

Print: _____

Per: _____

Print: _____

PROPERTY OWNER

Per: _____

Print: _____

Per: _____

Print: _____

Signed at _____ in the Regional Municipality of Wood Buffalo in the Province of Alberta this ___ day of _____, 202__.

REGIONAL MUNICIPALITY OF WOOD BUFFALO

Per: _____

Name: _____

Title: _____