

**BETWEEN:**

**COUNTY OF PAINTEARTH NO. 18,**  
(the "County")

- and -

**NAME:** \_\_\_\_\_ **PHONE NO.:** \_\_\_\_\_  
(the "Customer")

**SERVICE LOCATION:**

Municipal Address			
Municipality			
Province	Alberta	Postal Code	
Legal Description			

**BILLING ADDRESS:**

- Same as the Service Location above
- Alternative Billing Address: \_\_\_\_\_

**CONTRACT TERMS:**

The Customer wishes to purchase from the County potable water services as further defined within this Agreement (the "Services") to be delivered through the County's system (the "System"), which Services are subject to the following:

1. **Terms, Conditions and Bylaw(s)** – The terms, covenants and conditions contained within this Agreement, together with:
  - (a) the standard terms and conditions imposed by the County by any bylaw(s) respecting the Services; and
  - (b) the rates, tolls and charges for the Services imposed by the County by any bylaw(s);(collectively, the "Bylaw(s)"), in each case as amended and replaced from time to time (collectively, the "Terms & Conditions"). In the event of any conflict between the terms of this Agreement and the content of the Bylaw(s), the provisions of the Bylaws(s) will prevail.
2. **Service** – The limitations to the designated service capacity applicable to the Service Location, as contained within the Bylaw(s) or otherwise designated by the County, and the design capacity of the System servicing the Service Location, subject always to the Terms & Conditions.
3. **Connection Fees/Costs** – Payment of any and all connection fees/costs charged by the County in respect of connection to the System and the receipt of the Services, as calculated within **Schedule "A"** attached to this Agreement (the "Connection Fees/Costs") which must be paid (**Choose One**):
  - in full prior to commencement of construction of the extensions of the System and the service connections contemplated within **Schedule "A"**; **OR**
  - 50% of the Connection Fees/Costs prior to commencement of construction of the extensions of the System and the service connections contemplated within **Schedule "A"**, and the balance of the Connection Fees/Costs prior connection to the System and/or commencement of the Services; **OR**
  - paid by additional equal monthly fees/rate rider concurrently with all other service fees or charges, for a period of \_\_\_\_\_ ( ) months.

If monthly fee/rate rider option is selected, Customer agrees to have any purchaser or transferee of the Service Location agree to assume the outstanding balance and fee/rider or pay out the balance of the Connection Fees/Costs, and a notice of the fee/rider and presence of outstanding balance of Connection Fees/Costs may be registered on title by caveat. The amount of the Connection Fees/Costs provide within **Schedule "A"** is valid only for a period of \_\_\_\_\_ ( ) days following the date shown within **Schedule "A"**, and in each case are further subject to change if the connection to the System and payment has not occurred within \_\_\_\_\_ ( ) days of County's acceptance.

- 4. **Service Fees** – Payment of any and all fixed and/or variable fees contemplated from time to time under this Agreement and established from time to time by the County by resolution of Council, bylaw or otherwise, for the supply of the Services (the "Service Fees"). All Service Fees shall be payable monthly in accordance with all accounts rendered to the Billing Address as stipulated from time to time under this Agreement.
- 5. **Rates** – The rates utilized for calculating any and all Fees set by Council by resolution, bylaw or otherwise, and may be amended from time to time. Without restricting the foregoing, the current rates for Service Fees are as follows:
  - fixed component of \$ \_\_\_\_\_ /month; and/or
  - variable component of \$ \_\_\_\_\_ /m<sup>3</sup> of water supplied to the Service Location.
- 6. **Reconnection Fees** – Payment of reconnection charge(s), which will be payable prior to Services being restored after being terminated due to non-conformance under this Agreement.
- 7. **Discontinuance** – Being discontinued in accordance with requirements of this Agreement and/or the Bylaw(s) due to non-conformance including non-payment of Connection Fees/Costs, Services Fees, and other accounts issued by the County.
- 8. **Access** – The Customer hereby grants to the County the right, license, privilege and easement over the lands comprising the Service Location for the purposes of inspecting the construction, maintenance or repair of the service connection.
- 9. **Notice** – All notices to the Customer may be sent to the Billing Address. Notices to the County may be sent to \_\_\_\_\_, Alberta \_\_\_\_\_. The Customer may amend the Billing Address, and the County may amend its address for notice, upon written notice to the other party. All notices shall be sent by registered mail, courier, or personal delivery to the designated address.
- 10. **Information** – Information on this form is being collected for the purpose of a municipal operation or activity under the authority of the *Freedom of Information and Protection of Privacy Act*, Section 32(c). This information will be used at the discretion of the County and may be released to the public. For more information contact: \_\_\_\_\_ c/o the County, at the above address for notices.
- 11. **Application & Acceptance** – The County's acceptance of this application (which may include confirmation of no o/s Customer-owned taxes, utility arrears, or other debts) by notice in writing confirming the acceptance. Upon acceptance by the County this Agreement shall come into effect.
- 12. **Customer Acknowledgment** – The Customer's acknowledgment that I/we have read and agree to the information outlined in this Agreement, including the calculation of the Connection Fees/Costs, and where applicable the Bylaws(s).

**DATED** as to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Individual Customer Name:** \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Individual Customer Name:** \_\_\_\_\_

\_\_\_\_\_  
*(Corporate Customer Name)*

Per: \_\_\_\_\_  
**Director/Officer Name:** \_\_\_\_\_

*(corporate seal)*

Per: \_\_\_\_\_  
**Director/Officer Name:** \_\_\_\_\_

**Schedule "A"**