

AGREEMENT MADE THIS ____ DAY OF _____, 2018

BETWEEN:

The Town of Redwater
(the "Town")

- and -

Sturgeon County
(the "County")

PREAMBLE:

WHEREAS the Town owns and operates a Bulk Water Station located at 44 Street and 48 Avenue in the Town of Redwater (the "Facility");

AND WHEREAS the Town seeks to replace its bulkwater dispensing unit with a Flowpoint Environmental Systems ("Flowpoint") unit that will be managed through the County's billing system;

AND WHEREAS the County is prepared to offer such services to the Town, subject to the terms and conditions set out herein;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Period of Contract

1. The County shall provide services pursuant to the terms of this Agreement commencing December 1, 2018 and terminating November 30, 2023, unless extended by mutual agreement of the parties or earlier terminated in accordance with this Agreement.

Town Obligations

2. The Town will upgrade the Facility's bulkwater dispensing unit to a Flowpoint Bulkwater Dispensing Unit (the "Flowpoint Unit") to allow for compatibility with the County's billing system.
3. The Town shall remain solely responsible for maintaining the Facility, with the sole exception of the Flowpoint Unit. Without limiting the foregoing, the Town shall be responsible for maintaining the building and related infrastructure at the Facility (including the fill hose, pumps, and other equipment), and shall ensure the Facility is reasonably free from ice and snow.
4. The Town shall promptly advise the County of any concerns or issues brought to the Town's attention relating to the Flowpoint Unit to allow the County to work with Flowpoint to resolve any such issues. The Town shall provide the County or its agents (including without limitation Flowpoint) with reasonable access to the Facility for the purpose of maintaining or repairing the Flowpoint Unit.

5. The Town shall maintain throughout the term of this Agreement property insurance in relation to the Facility, including the Flowpoint Unit, and commercial general liability insurance with a minimum single limit of liability of five million dollars (\$5,000,000.00) per occurrence, which shall include the County as an additional insured.

County Obligations

6. The County is an independent contractor for the purposes of this Agreement and shall not be deemed to be a servant, employee or agent of the Town. The County shall provide all administrative support and other resources required to deliver the services set out below unless otherwise agreed to in this contract.
7. The County will add the Flowpoint Unit to its existing Flowpoint account, and will be responsible for managing the accounts relating to the Flowpoint Unit. It is intended that customers of the Facility will have an account through the County's Flowpoint system that will be managed and maintained by the County.
8. While the County cannot guarantee uninterrupted service of the Flowpoint Unit, the County will respond promptly to concerns relating the Flowpoint customer interface, and will work with Flowpoint to remedy any issues with the Flowpoint Unit or the Flowpoint system.
9. Any system changes or upgrades shall be the responsibility of the County.
10. The County will charge customers of the Facility the County rate, and will collect and remit payments in accordance with the provisions set out below.

Payments

11. Through the Flowpoint Unit, the County will charge customers of the Facility the applicable County rate for bulkwater, and will be responsible for collecting and managing those accounts.
12. At the end of each month, the Town will read the main truck fill water meter and invoice the County during the following month for the water measured through this meter based on the applicable rate set by the Capital Region Northeast Water Services Commission as established from time to time.
13. The Town will disconnect the bucket fill station.

Indemnity and Insurance

14. The Town agrees to indemnify and hold harmless the County from any and all damages, losses, claims, demands, actions or costs (including legal costs on a solicitor and own client basis) arising from the operation of the Facility or otherwise related to the Facility, except to the extent caused by the negligence or willful misconduct of the County or its agents or employees. This clause shall survive the termination of this Agreement for any reason.

Notices

15. Any and all notices permitted or required to be given under this Agreement must be delivered in writing to the offices of the parties listed below.

TO THE TOWN:

Town of Redwater
Box 397
Redwater, Alberta, T0A 2W0

Attention: Infrastructure Manager

TO THE COUNTY:

Sturgeon County
9613 100 Street
Morinville, Alberta, T8R 1L9

Attention: Manager, Utility Services

Either party hereto may, upon notice to the other party, change its address for payments and notices under this Agreement.

Termination

15. Either party may terminate the engagement evidenced by this Agreement in full or in part at any time by giving a minimum of ninety (180) days' notice, unless otherwise agreed to, in writing to the other party of its intention to do so.
16. If either the Town or the County is in default of any obligation or provision of this Agreement and if after receipt by the defaulting party of written notice from the non-defaulting party specifying in reasonable particularity, the nature of such default, the defaulting party fails within ten (10) business days to remedy the default or if by the nature of the default it cannot with the diligence of the defaulting party, be cured within such ten (10) business day period and the defaulting party fails to proceed with diligence to cure same, then the non-defaulting party may elect to terminate this Agreement immediately by providing written notice to the defaulting party.
17. Upon termination of the Agreement for any reason, the County shall submit a final account of any bulkwater used by customers of the Facility together with payment for amounts not previously remitted up to the date of termination. The County will terminate the Flowpoint account as of the effective date of termination.

General Terms

18. This Agreement inures to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns. Neither party may assign its rights and obligations under this Agreement without the express written consent of the other party.
19. This Agreement supersedes any previous representations, warranties, terms, conditions, or other agreements made between parties with respect to the engagement of the County. It is agreed that this written instrument embodies the entire Agreement of the parties hereto with

regard to the matters dealt with herein, and that no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

20. No term or condition of this Agreement shall be deemed to be waived unless the waiver is in writing. Any waiver of default committed by either of the parties in the observance or performance of this Agreement shall not extend or be deemed to extend or affect any other default.
21. If any time during the continuance of this Agreement, the parties consider it necessary to amend this Agreement, they may do so by a written document signed by each party or by exchange of letters signifying mutual agreement between the parties and all amendments in such written document or letters shall be adhered to and have the same force and effect as if they had been originally embodied in and formed part of this Agreement.

The parties have executed this Agreement, each by its duly authorized representative, on the respective dates shown below.

TOWN OF REDWATER

Date: _____

Mel Smith, Mayor

Deb Hamilton, CAO

STURGEON COUNTY

Date: _____

Alanna Hnatiw, Mayor

Reegan McCullough, County Commissioner