

REGIONAL WATER OPERATOR SERVICES AGREEMENT

THIS AGREEMENT made effective the 1st day of **January, 2026**

BETWEEN:

VILLAGE OF BERWYN

(hereinafter referred to as “the Village”)

– and –

MUNICIPAL DISTRICT OF PEACE NO. 135

(hereinafter referred to as “the MD”)

WHEREAS

The Village wishes to engage the services of the MD as an independent contractor to provide certain water/sewer systems services;

AND WHEREAS the Village and the MD have reached agreement with respect to the terms and conditions under which the MD will provide water/sewer services to the Village.

NOW THEREFORE, in consideration of the promises, mutual terms, covenants and conditions herein, the parties agree as follows:

1. DEFINITIONS

In this Agreement:

- **“Act”** means the *Alberta Municipal Government Act*, as amended or replaced from time to time.
- **“CAO”** means Chief Administrative Officer for the Village and the MD.

- **“Service Fees”** means the fees paid by the Village to the MD as set forth in Schedule “B”.
 - **“Services”** means the performance of those activities relating to the operation of the Village water and sewer systems as specifically set forth in Schedule “A”.
 - **“Term”** means the period commencing **January 1, 2026** and ending **December 31, 2028**.
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2. SCHEDULES

The parties confirm and ratify all matters contained and referred to in the Preamble to this Agreement and agree that the same and various schedules hereto are expressly incorporated into and form part of this agreement.

The schedules to this Agreement are as follows:

- Schedule “A” – Water/Sewer Systems Services
 - Schedule “B” – Service Fees
 - Schedule “C” – Manhole Checklist
 - Schedule “D” – Lagoon Checklist
 - Schedule “E” – Hydrant Maintenance List
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3. RETAINER

The Village hereby retains the MD, and the MD hereby accepts such retainer to perform and render services.

4. TERM OF AGREEMENT

This Agreement shall automatically expire at the end of the Term, subject to earlier termination or extension as set forth herein.

5. MD OBLIGATIONS

The MD shall provide the Services to the Village as set forth in this Agreement.

6. PERFORMANCE

One or more employees of the MD, selected by the MD's CAO, shall be responsible for managing and directing the provision of the Services by the MD or any of its employees, and for managing and directing the performance of any of the responsibilities of the Village employees, as the case may be. The selection of those MD employees by the MD's CAO shall be subject to the reasonable approval in writing of the CAO of the Village. The employees of the MD who have received the written approval of the CAO are hereby authorized to carry out the powers, duties and functions of the Regional Water Operator (RWO) which are contemplated by the definition of Services herein.

7. SERVICE FEES

The Village shall pay the MD the Service Fees on the terms and conditions set forth in Schedule "B".

8. REIMBURSEMENT OF EXPENSES

The MD shall be reimbursed within 30 days following receipt of an invoice for specific expenses incurred while discharging its obligations, hereunder, provided that, such expenses shall only be reimbursed when supported by proper receipts, invoices or vouchers submitted to the Village.

9. TAXES AND DEDUCTIONS

The MD shall be responsible for the payment of all income tax, Canada Pension, Employment Insurance and all other required payments, contributions or deductions in

relation to its own employees that arise or may hereafter arise with respect to the performance of the MD's obligations under this Agreement.

10. RIGHT TO ACCEPT CONCURRENT RETAINERS

The MD may accept concurrent consulting/operating retainers from other parties during the Term.

11. RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to create the relationship of employer and employee between the Village and the MD or any MD employees.

Further, except as otherwise expressly set forth in writing by the parties, the MD shall not be constituted as the agent, partner, servant, joint venture or legal representative of the Village for any purpose whatsoever.

12. OWNERSHIP AND CONTROL OF CONFIDENTIAL INFORMATION

All information and data received and compiled by the MD while performing services pursuant to this Agreement shall be treated as confidential for the benefit of the Village and shall not be disclosed or made known to any other person except as authorized by the Village. All written reports, files, documents and studies prepared by or relating to the activities conducted by the MD pursuant to this Agreement are deemed the property of the Village and shall remain in the sole ownership and control of the Village.

12A. YEAR-END REPORTING

The MD shall be responsible for preparing and submitting all required annual year-end water and wastewater reports to Alberta Environment and Protected Areas (AEPA) or any other applicable authority, in coordination with the Village CAO.

13. INDEMNITY

The Village shall at all times indemnify and save harmless the MD and its successors and assigns from and against any and all losses, liabilities, damages, costs and expenses of any kind whatsoever including, with limitation;

- A. The costs of defending, counter-claiming or claiming over against third parties in relation to any action or matter including legal fees, costs and disbursements on a solicitor-and-his-own-client basis and at all court levels; and
- B. Any cost, liability or damage arising out of a settlement of any action entered into by the MD on behalf of the Village,

which at any time or from time to time may be paid, incurred or asserted against the MD, as a direct or indirect result of the performance of the obligations of the MD pursuant to this Agreement.

14. TERMINATION

Subject to the Act, this Agreement may be terminated by either party at any time by providing the other party with ninety (90) days written notice of termination and the MD's right to consideration shall be limited to payment for those Services provided up to the effective date of termination and not previously paid for.

Under the following conditions the MD may terminate this Agreement immediately. As the Regional Water Operator holds the required licenses to operate the water and wastewater collection and distribution systems, it is only with the direction or supervision of the Regional Water Operator that any unlicensed Village employees may operate or do any maintenance or repairs to the system. Failure to comply/remedy the situation may result in termination of the contract.

15. ARBITRATION

In the event of a dispute arising between the parties with respect to this Agreement whereby resolution between the parties cannot be achieved, such dispute shall

be determined by arbitration in accordance with the following terms and conditions:

- A. The party desiring to refer a dispute to arbitration shall notify the other party in writing of the details of the nature and extent of the dispute;
 - B. The parties shall jointly appoint one (1) arbitrator within seven (7) working days of receipt of such notice by the opposite party;
 - C. If the parties fail to faintly appoint the arbitrator, the appointment shall be referred to a Justice of the Court of King's Bench of Alberta to have the arbitrator appointed;
 - D. Within thirty (30) days of the appointment of the arbitrator, or such further period as may be agreed upon by the parties, the arbitrator shall resolve all matters and disputes which are the subject of the arbitration.
 - E. The decision of the arbitrator shall be binding upon the parties;
 - F. The cost of each arbitration shall be borne by the party against which the award is made by the arbitrator, unless the arbitrator decides otherwise;
 - G. The arbitrator shall not alter, amend or otherwise change the terms and conditions of this Agreement;
 - H. Except as modified herein, the provisions of the Arbitration Act shall apply to any arbitration conducted pursuant to this Agreement; and
 - I. Notwithstanding any provision contained herein to the contrary, if any dispute has not been determined by the arbitrator within sixty (60) days of receipt of the notice to arbitrate, either party at any time thereafter, but prior to a determination being made by the arbitrator shall have the right of recourse to the Court of Alberta having jurisdiction for the determination of the dispute and upon the commencement of any action for such purpose, the jurisdiction of the arbitrator with respect of such dispute shall cease.
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16. NOTICE

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- A. Personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- B. By telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that

address set out herein. Notice so served shall be deemed received on the earlier of:

- I. upon transmission with answerback confirmation if received within the normal working hours of the business day; or
 - II. at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- C. By mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

Except as herein otherwise provided, Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or three (3) days after the same has been mailed in a prepaid envelope by double registered mail to:

To the MD:

Municipal District of Peace No. 135
P.O. Box 34, 5240 – 52 Avenue
Berwyn, AB T0H 0E0
P: 780-338-3845 ext. 0 F: 780-338-2222
W: www.mdpeace.com
Attention: Chief Administrative Officer (Brian Allen)

To the Village:

Village of Berwyn
Box 250 Berwyn, AB T0H 0E0
P: 780-338-3922 F: 780-338-2224
Attention: Chief Administrative Officer

Or to such other address as each party may from time to time direct in writing.

17. Governing Law:

This Agreement shall be construed and governed by the laws of the Province of Alberta.

18. Survival:

The provisions of this Agreement, which by their context are meant to survive the expiry or termination of this Agreement shall so survive for the benefit of the party reliant upon the same.

19. Captions:

The captions herein contained are for convenience only, and shall not limit the terms and conditions of this Agreement.

20. Assignment:

This Agreement, or any rights arising out of this Agreement shall not be assigned by either party without the other party's prior written consent, which consent may be arbitrarily withheld.

21. Entire Agreement:

This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all previous representation, understandings or agreements, oral or written, between the parties with respect to the subject hereof.

22. Further Assurances:

The parties agree to do such things and execute such further documents, agreements and assurances as may be reasonably necessary from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

23. Amendments:

The Agreement can be modified, amended or assigned only by written instrument duly executed by the parties.

24. Severance:

All of the provisions of this Agreement shall be treated as separate and distinct and if any provision hereof is declared invalid, the other provisions shall nevertheless remain in full force and effect.

25. Counterparts:

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of executions shall be deemed to bear date as of the date of this Agreement.

IN WITNESS WHEREOF

The Village of Berwyn and the Municipal District of Peace No. 135 have hereunto affixed their corporate seals duly attested to by the hands of their proerly authorized officers in that behalf all on the day and year first above written.

VILLAGE OF BERWYN

Per: _____

Per: _____

MUNICIPAL DISTRICT OF PEACE NO. 135

Per: _____

Per: _____

REGIONAL WATER OPERATOR SERVICES AGREEMENT

SCHEDULE "A"

SERVICES AND CONDITIONS

1. Provide all water/sewer systems operations according to Department of Environment Approval and/or Code of Practice.
 2. Management of water distribution and wastewater collection systems as required.
 3. As the Regional Water Operator (RWO) holds the required licenses to operate the water and 'wastewater collection and distribution systems, it is only with the direction or supervision of the RWO that any unlicensed Village employees may operate or do any maintenance or repairs to the system, e.g.: replacing curb cock rod and box. Communication between the Village employees and the RWO is imperative prior to work being done to ensure that all compliances are being met. The RWO must be made aware of the work that needs to be done and when the work will commence.
 4. Should any unauthorized person work on the water system without direction or supervision of the RWO, the MD reserves the right to immediately withdraw from this Agreement.
 5. Any disruptions in the water and wastewater systems must be immediately reported to the RWO. (e.g. Water breaks, sewer backups, etc.) prior to any work being done.
 6. Other MD employees may assist the RWO as required.
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SCHEDULE "B"

SERVICE FEES

In consideration of the proper performance of the Services identified in Schedule "A" by the MD pursuant to this Agreement, the Village shall pay the MD as follows:

1. Regional Water Operator
 - a. Up to 1.5 hours per day at \$65.00 per hour, 5 days per week for the compensation and benefits of the staff person to act as the Village of Berwyn licensed Water/Sewer System Operator. Any work required afterhours or on weekends, would require the overtime rate of time and a half to be charged. All time worked on a general (stat) holiday shall be paid in compliance with Alberta Employment Standards.
 - b. Such additional fees relating to increases to compensation and benefits to be adjusted yearly.
 2. Equipment
 - a. MD pickup: \$20.00/day
 - b. All other equipment as per the MD's Public Works Equipment Price List
 - c. Any upgrading or training required for the RWO to maintain the appropriate level of licensing mandated by Alberta Environment shall be cost shared by the MD 2/3, the Village of Berwyn 1/3.
 3. The MD shall invoice the Village on a monthly basis for the total amount due and owing from the Village to the MD for the services provided and the Village shall pay the amount set out within 30 days of receipt of the invoices as consideration for the MD's services under the Agreement.
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SCHEDULE "C" – MANHOLE CHECKLIST

*Village of Berwyn
Manhole Checklist (2-3 Per Day)*

Village staff will be responsible for completing the checklist below and providing that information to the CAO and Regional Water Operator.

MANHOLE# -----

DATE: - -----

FLUSHED: YES NO

INSPECTED: YES NO

<i>Invert In</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>
<i>Invert Out</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>
<i>Benching</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>
<i>Barrel</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>
<i>Ladder</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>
<i>Crown</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>
<i>Cap</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>
<i>Flow</i>	<i>Normal</i>	<i>High</i>	<i>Low</i>

Comments: -----
