

SERVICING AGREEMENT

Appendix D to Procedure PLN-2

[INSERT PROJECT NAME]

TABER, ALBERTA

DEVELOPMENT PERMIT No. _____

TOWN OF TABER

AND

MEMORANDUM OF AGREEMENT made this ____ day of _____, A.D. 20__.

BETWEEN:

TOWN OF TABER
a municipal corporation,
(the "Town")

- and -

a corporation incorporated, or otherwise authorized to
carry on business, in the Province of Alberta
(the "Owner")

SERVICING AGREEMENT

WHEREAS: the Owner proposes to:

Install New Services Upgrade Services

Type of Services to be installed: *INSERT SERVICES HERE*

To property legally described as: Lot X, Block X, Plan XX

and civically described as: *ADDRESS*

Reason for Servicing: To provide water and sewer services to a *insert type of development* at *ADDRESS*. New services shall be installed in conformance with current municipal standards for *Residential/Commercial/Industrial* Buildings.

AND WHEREAS the Owner and the Town agree as follows:

INTERPRETATION

1. Local Improvements shall mean and include:
 - a) *Sewer service for the said property, including service to the main lines;*
 - b) *Water Services for the said property, including services to the main lines;*
 - c) *Restoration of road and resurfacing;*
 - d) *Other – specify work to be completed*
2. The Town and Town's Engineer shall have sole discretion as to the quality and the standards and the location of the Local Improvements.
3. The Installer must be pre-approved by the Engineering and Public Works Manager prior to commencement of any works that are the subject of this agreement.

INSTALLER

The Installer herein named:

Name & Address of Firm: _____

Phone: _____

Signature of Installer *Print Name*

- 4. The Installer, by affixing their signature above, agrees:
 - a) to comply with the terms of this agreement.
 - b) that they shall at all times comply with all legislation, regulations and Municipal By-Laws and regulations (servicing plan required, road closure / traffic accommodation plan required), including the regulations of the Occupation Health & Safety Act and Alberta Labour, Alberta Building Code (permit is required).
 - c) to provide and maintain insurance coverage for the extent of the installation, including comprehensive general liability insurance and WCB coverage.

NOTIFICATION PRIOR TO INSTALLATION

- 5. The Owner will contact the Public Works Manager to obtain the sewer service grade for the property prior to any basement excavation and prior to installation of the services.
- 6. The Owner will notify the Town five (5) working days prior to any construction so that a pre-inspection of the property can be conducted. Notification can be given to the Planning & Economic Development Department at 403-223-6009.
- 7. Prior to excavation, the Owner shall contact Alberta One-Call and any or all other utility companies to obtain utility markings. Any interruption or damage to utilities shall be the responsibility of the Owner or Installer.
- 8. Prior to excavation, the Owner shall have property lines located & marked by a qualified professional. These locations shall remain in place until damage deposit is returned by the Town after the post inspection is completed.

INSTALLATION

- 9. The Owner and/or the Installer must ensure that the Occupational Health and Safety (OHS) procedures are in place and adhered to and that the utility installation and connections are approved by an authorized inspector from the Town PRIOR to closing the trench. Failure to do so will result in the Owner being responsible for re-opening the trench at the Owner's sole expense.
- 10. The Town must be given two (2) days' notice prior to a requested installation date. Installation is to be done during regular working hours Monday to Friday or call out expenses will be charged to the Owner or Installer. Notification will be given during office hours by calling the Engineering and Public Works Manager at 403-223-5500, ext. 5463 or in his absence, the Administration Office at 403-223-5500.
- 11. The Town may:
 - a) reject any unsatisfactory design, material, or work;
 - b) order that any unsatisfactory work be re-executed at the Owner's cost;
 - c) order the re-execution of any unsatisfactory design and the replacement of any unsatisfactory materials at the Owner's cost;
 - d) order that the performance of the work or part thereof be stopped until the said order can be obeyed; and
 - e) order the testing of any materials to be incorporated in the work.

RESPONSIBILITY AND PERFORMANCE SECURITY

12. The Owner of the property agrees to install the local improvements at his/her own cost in a good and workmanlike manner and in strict conformity to the standards provided by the Town and herein attached as "Schedule A".
13. The Owner is responsible for the cost of all repairs to Town property, whether or not he/she causes the damage directly. The Owner will be held responsible for any damage caused by the Installer and/or sub-contractors.
14. The Town requires the Owner to provide a letter of credit or cash/cheque deposit in the minimum amount of \$10,000.00 to serve as security for the project. This deposit is used to ensure the compliance with design standards and for permanent or temporary repairs to public property caused by construction activity and for restoration of public property such as boulevards, sidewalks, curbs, gutters, roads, and laneways.
15. The amount of the performance security may be set at a higher value by the Town, at its sole discretion, based upon the estimate of value of the local improvement.
16. The Owner agrees that:
 - a) construction equipment will not travel on town streets or lanes, curbs, sidewalks, curb stops, etc. Except that such equipment may be transported directly to site on a rubber-tired carrier. Planking on Town property is usually necessary to avoid damaging pavements, curbs, sidewalks, curb stops, etc.;
 - b) storage of material on Town property is prohibited unless the appropriate approvals and related permits are obtained in advance from Engineering and Public Works and any unauthorized stored material may be removed by the Town at the Owner's expense without further notice;
 - c) boulevards must be restored to grass and boulevard trees cannot be pruned or removed without Town approval. Any damage to Town trees will be billed to the Owners deposit and/or tax roll account. Billing will include replacement at full value based on the size, condition and species of the vegetation removed or destroyed; and
 - d) excavation trenches shall be capped on an Interim (150mm of ¾" road crush compacted immediately upon backfilling) & Permanent (hot mix within 6 months) basis.

ACCEPTANCE AND COMPLETION

17. When the installation of the Local Improvements, including the restoration process, has been completed, the Owner shall contact the Planning and Economic Development Department to arrange for the work to be inspected. The inspection and acceptance of the Local Improvements will be recorded.
18. All Local Improvements shall be completed within One (1) year from the signing date of this agreement. Any Local Improvements not completed within one year may be completed by the Town, at the Town's sole discretion, and costs incurred by the Town in completing those Local Improvements shall be deducted from the performance security or, if insufficient, charged as taxes owing against that property.
19. As per Bylaw 14-2013, Section 4.10, no improvements shall be done between November 1st and April 1st unless otherwise approved by the Engineering & Public Works Manager.
20. Upon acceptance of the Local Improvements by the Town, the performance security will be refunded. Refunds will not accumulate or bear interest.
21. The Town at its sole discretion and based on the value of risk of failure associated with the Local Improvement, may hold the performance security until the warranty period is satisfactorily completed.

WARRANTY

22. For a period of two (2) years, commencing from the date of acceptance of the Local Improvements by the Town, the Owner guarantees and warrants the good condition and repair of such accepted Local Improvements, including restorations, and the Owner shall repair or replace the whole or any portion thereof where such repair or replacement is deemed necessary by the Town.

DEFAULT

- 23. In the event that the Town claims that the Owner is in default of the observance and performance of the terms of this agreement or in non-compliance with the Town’s standards, the Town shall give the Owner notice in writing and require the Owner to rectify it within the thirty (30) day period.
- 24. In the event that the repairs are not completed within the time specified, the Town may, in its sole discretion, undertake the work for the repair of any of the said Local Improvements without notification to the Owner and at the Owner’s expense. The costs incurred by the Town will be chargeable first on the Performance Security and secondly as a debt chargeable as taxes against the property.
- 25. The Owner shall indemnify and save harmless the Town from any and all losses, costs, damages, actions, causes of action, suits, claims and demands, resulting from anything done or omitted to be done by the Owner in pursuance or purported pursuance of this Agreement.

The parties have signed this Agreement and certify that the terms and conditions of service installation are understood and accepted.

OWNER/DEVELOPER

Witness

Applicant

Applicant

TOWN OF TABER

(*seal*)

Andrew Prokop
Mayor

Cory Armfelt, RPP, MCIP
Chief Administration Officer

MINIMUM DESIGN STANDARDS FOR DEVELOPMENT
Schedule "A"

1. WATER SERVICE CONNECTIONS

- 1.1 Minimum size 25.0mm nominal diameter.
- 1.2 Corporation stop to be provided at the mains. Direct taps may be allowed on P.V.C.
- 1.3 Service saddles are to be used at all main connections. The corporation cock is to be compression fitting to Muller Thread equal to Muller H 15008 without thaw out connection. Service saddles shall be Robar 2706 or approved equivalent.
- 1.4 The curb stop shall be provided with each service connection. It shall be placed 300 millimetres on public (Town) property off the property line. The curb stop is copper to copper inverted key type stop without drain equal to Mueller B-25209 or as approved by the Town Engineer. The service box shall be extension type for a maximum extension of 3m equal to Mueller A714 or as approved by the Town.
- 1.5 Pipe shall be Type K copper conforming to AWWA Specification C800, or PEX, Series 160 for all sizes 50 millimetres and under. For service size greater than 50 mm use water main piping.
- 1.6 All service lines shall be installed to provide a minimum depth of 2.5 metres of cover (including "goose neck" or bend off the main) as per Standards and Guidelines for Municipal Waterworks, Wastewater and Storm Drainage Systems.
- 1.7 Service saddles shall be stainless steel and double strapped.
- 1.8 For Industrial requirements, service connections shall not be installed until the servicing requirements are determined and a written approval of the installation is issued by the Town.
- 1.9 Water service pipe will be included in the leakage test. Each connection will be counted as one joint in calculating allowable leakage.
- 1.10 Two copies of the service connection report shall be delivered to the Town Engineer upon completion of the report.
- 1.11 Installation of service connection:
 - 1.11.1 Water Service connection shall be designed to:
 - a) double connection at the joint property line,
 - b) single connection to centre of lot,
 - c) Waterlines are to be municipal pipe 25.0mm (1") connection to water main across the road.
 - 1.11.2 Water Service connection shall Service trenches under pavement, proposed pavement or surface concrete areas shall be backfilled and compacted to 98% Standard Proctor Density.
 - 1.11.3 Minimum trench width is pipe diameter plus 600mm and wide enough so that piping can be laid to the alignment and depth required.
 - 1.11.4 Curb stops and service boxes shall be installed to within 300 mm of property line and support curb boxes on 500 mm concrete base. Set service boxes plumb and adjust to grade. If shallow utilities are installed in easements adjacent to the street, the service connection to extend under the shallow utilities, up to one (1) metre beyond the limits of the shallow utility easement.
 - 1.11.5 Trench back fill shall be native or granular material. Silt is not acceptable as a backfill material.

2. TESTING AND DISINFECTION

- 2.1 Leakage and disinfection shall be carried out in accordance with AWWA standards and practices, except that the minimum leakage test pressure shall be equal to the pressure rating of the pipe.

3. CATHODIC PROTECTION

- 3.1 Cathodic protection shall be required on all metallic main valves, fittings and hydrants. A minimum 2.3 kg zinc sacrificial anode shall be connected to each valve, fitting and coupling.

4. SEWER SERVICE CONNECTIONS

- 4.1 Sanitary Services are to be PVC – 150mm (6"Ø connection may be done in the existing manhole. Elevation and slope of the sanitary service to be supplied by the owner.
- 4.2 Minimum slope on service lines shall be 2.0%
- 4.3 Under no circumstances will roof or surface drainage from buildings be permitted into the service connection of the sanitary sewer system.
- 4.4 Weeping tile from building – See bylaw 20-2012, 6.2(c)iI
- 4.5 All gravity, sanitary sewer service pipes shall be polyvinyl chloride (PVC) ASTM D3034 SDR 28.
- 4.6 In-line tees or service saddles as approved by the Town shall be used on all sewer service connections at the main.
- 4.7 Sanitary sewer connections alignment shall be designed to:
- 4.7.1 Double connections at the joint property line,
- 4.7.2 Single connection to centre of the lot
- 4.8 Service trenches under pavement proposed pavement or surface concrete shall be backfilled and compacted to 98% Standard Proctor Density within $\pm 2\%$ of optimum moisture content. Service trenches in other areas shall be backfilled and compacted to 95% Standard Proctor Density.
- 4.9 Minimum trench width is pipe diameter plus 500mm on either side of the pipe and wide enough so that the pipes can be laid to the alignment and depth required.
- 4.10 Plug sewer service pipe at the property line. If there is an easement for shallow utilities adjacent to the road, the service line shall be extended one (1) metre beyond the limits of the shallow utility easement.
- 4.11 Risers shall be installed where connection to main is 4.0m or deeper.
- 4.12 Service pipe from the main to the street property line shall be installed to provide a minimum depth of 2.6m from finish road grade. Installation of service connection:
- 4.12.1 Sewer Service connection shall be designed to:
- a) double connection at the joint property line,
- b) single connection to centre of lot
- 4.12.2 Service trenches under pavement, proposed pavement or surface concrete areas shall be backfilled and compacted to 98% Standard Proctor Density (SPD).
- 4.12.3 Minimum trench width is pipe diameter plus 600mm and wide enough so that piping can be laid to the alignment and depth required.
- 4.12.4 Trench back fill shall be native or granular material. Silt is not acceptable as a backfill material.

5. ROAD RESTORATION AND RESURFACING

- 5.1 The road shall be restored / resurfaced to original state prior to any damage deposit being returned.
- 5.2 1000mm of asphalt shall be removed on either side of the trench, with all asphalt being replaced following the servicing.
- 5.3 The road structure is to be 300mm (12") subgrade prep compacted to 98% SPD with 150mm of road crush compacted to 98% Standard Proctor Density (SPD).
- 5.4 **If the road is not paved prior to November 1st (as per Bylaw14-2013), the applicant is responsible for maintaining that portion of road until paving is complete and the damage deposit is returned.**

MAP OF THE LANDS FOR DEVELOPMENT
Schedule "B"
