

8/21/2023

SEWER SERVICES AGREEMENT

This agreement made this 21st of August, 2023

BETWEEN:

TOWN OF EAGAR

(hereinafter called the “Municipality”)

AND:

RALPH & JEAN PHELPS

(hereinafter called the “OWNER”)

WHEREAS:

- A. The *Municipality* has or will be constructing waterworks for the supply and distribution of domestic sewage-works for the provision of the collection and treatment of sewer, to properties in and around Valley View Trailer Park
- D. The said Party deems it to their mutual interest to enter into this Agreement.

1.0 DEFINITIONS

- A. **“Party” or “Parties” include Ralph & Jean Phelps, heirs, executors, administrators, spouses, successors, assigns, offspring, issue, beneficiaries, insurers, representatives, agents, principals, partners, officers, directors, stockholders, subsidiaries, attorneys/administrators. Employees, affiliates, predecessors in interest, successors in interest, or any combination of the above.**

THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained the sufficiency of which is hereby acknowledged, the PARTIES hereto agree as follows:

2.0 SERVICES

The Municipality will provide the following Services to Valley View Trailer Park:

- (a) The installation of Sewer pipe along Central Ave and crossing over to Highway 180 to connect into an existing sewer line along Highway 180 ;
 - (b) The collection, conveyance, treatment, and disposal of sanitary waste that is discharged from Valley View Trailer Park through the Municipality Sewer System;
- 2.1 The Parties must have engineered plans at their sole cost, and to the Municipality’s satisfaction, any works required for the purpose of connecting:

- 3.8 The Party is on notice that in addition to an invoice for the collection, treatment, and disposal of sanitary waste, the Party will be receiving a separate invoice from the Town of Eagar for their water usage.

4.0 CONSTRUCTION OF NEW SEWER SYSTEM

- 4.1 The Sewer System, as described in section 1.0 (a) including any extension of a Sewer System and any replacement of the Sewer System made necessary by accidental loss, wear and tear, breakdown, malfunction, or obsolescence, must be constructed at the sole cost of the Municipality only if it is on Municipal Property. If it is on the Parties property then sole cost will be at the Parties expense and must meet the specifications and standards of the Municipality.
- 4.2 The Party will retain a Professional Engineer to design and to provide engineering services for the construction of a Reserve System, which Engineer shall certify to the Municipality that such works have been constructed to Municipal Specifications. The Engineer's certification must be delivered to Municipality, along with all of the Engineer's inspection records and as-built drawings before any new Reserve System may be connected to the Municipal Water or Sewer Systems, respectively.

5.0 REPAIRS AND MAINTENANCE

- 5.1 During the Term of the Agreement, the Municipality will provide all necessary repairs and maintenance of the Sewer System, including any preventative maintenance that the Municipality considers to be necessary. In the case of any newly constructed Sewer System, the Municipality's obligation under this section will commence following completion of the maintenance period provided under the contract for the construction of that system.
- 5.2 The Municipality will use reasonable efforts to carry out the repair and maintenance of the Sewer System in a timely manner and in accordance with the Municipality's infrastructure maintenance standards and policies.
- 5.3 The Party will promptly notify the Municipality of any breakdown in a Sewer System that requires any repair or maintenance work.

6.0 RIGHTS OF ACCESS

- 6.1 Representatives of the Municipality may at any time enter upon Valley View Trailer Park for the purpose of providing any of the Services required in accordance with this Agreement or the purposes of inspecting the Sewer System and ensuring compliance with the terms of the Agreement.

7.0 TERMINATION FOR BREACH OF AGREEMENT

- 7.1 Whether or not the Services or any of them are discontinued or any disconnections are made, where invoices remain unpaid by the Parties, the Municipality shall have the right, without prejudice at any time during the term of this Agreement invoices remain unpaid the Municipality may give immediate notice of termination of this Agreement.

similar) and no waiver will constitute a continuing waiver unless otherwise expressly provided.

11.3 The Agreement ensures to the benefit and is binding upon the Parties and their respective heirs, executors, administrators, successors, and assigns.


12.0 ASSIGNMENT

12.1 The Parties agree that in the event that Valley View Trailer Park is sold or transferred to a third party, this Agreement must be assigned to that third party as a material condition of the transaction.

12.2 The Parties agree to obligate any third-party owner of Valley View trailer Park to the same conditions and terms contained in this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

On behalf of the *Town of Eagar*


Brannon Eagar, Town Manager

On behalf of the *Party*


Ralph Phelps


Jean Phelps