

RESORT VILLAGE OF SHIELDS
Optional Utility (Sewer) Service Improvement Contract

Between:

Property Owner

Name: _____

Address: _____

Telephone # _____

Email Address: _____

(hereafter the "**Property Owner**")

And:

The Resort Village of Shields

8 Procter Drive, Shields, SK S7C 0A1

(hereafter the "**Village**")

Whereas the Village will be providing access to improved utility (sewer) services to certain residents of the Village including the Property Owner's property, specifically a low-pressure sewer system.

And Whereas the Property Owner has elected to use the Village's contractor (the "**Contractor**") to install its portion of the sewer service connection from the Property Owner's property line to the Property Owner's septic tank.

And Whereas the Property Owner has chosen to have this work completed in accordance with the terms of this Agreement and paid for as indicated by the boxes marked below.

1. The Contractor shall provide all materials and services relating to the sewer line and service connection from the curb stop at the Property Owner's property line to the Property Owner's septic tank.
2. The work performed by the Contractor shall include directional drilling and installation of the sewer line from the curb stop to the septic tank, installation of the sewer line into the septic tank, installation of the sewer pump, and installation of all required electrical components located within the tank (hereafter the "**Work**").
3. The Property Owner agrees that the Work does not include the following:
 - a. Materials or services related to electrical connection from the Property Owner's residence to the Property Owner's septic tank;
 - b. Electrical improvements as may be required to operate the sewer system (such as upgrades to electrical panel or additional breakers);
 - c. Repairs and/or improvements as may be required to the Property Owner's septic tank as may be required to operate the sewer system as determined by the Contractor; or
 - d. Landscaping or restoration required on the owner's property.
4. The Property Owner further agrees that all future maintenance and/or repairs of the Work shall be the responsibility of the Property Owner.

5. The Property Owner agrees to grant access to the Village and the Contractor as required for the purposes of completing the Work.
6. The Property Owner agrees that any warranty for the Work completed by the Contractor for the Property Owner is provided by the Contractor, and agrees that the Village has not, and does not, warrant the Work.
7. The Property Owner agrees that the Village shall not be liable for any damages to the Property Owner's property except for damages resulting from negligence directly on the part of the Village.
8. The Village agrees to cover 73.33% of the total cost (including applicable taxes) of the Work through ICIP grant funding. The Property Owner is responsible for paying \$3000, per property to cover the project work on their property that is not covered by the grant funding. The Property Owner agrees to be responsible for \$3,000 (hereafter the "**Contract Price**").
9. The Property owner elects to pay for the Work as follows:
 - ☐ **Option A** - The Property Owner agrees to pay the Contract Price (\$3,000) in full directly to the village on or before December 31, 2025. In the event that the Property Owner chooses this Option A and does not pay the Contract Price in full directly to the village on or before December 31, 2025, the Contract Price shall be payable immediately as arrears of taxes, and the Village shall be entitled to collect the same as property tax arrears.
 - ☐ **Option B** - The Property Owner agrees to pay the Contract Price over a period of 10 years to the Village in accordance with the Deferred Payment Terms and Conditions attached as **Appendix A** to this Contract, which forms part of this Contract.
10. This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.
11. Any amendments to this Agreement must be in writing and signed by both parties.
12. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings related to the subject matter herein.

Executed by the Property Owner this _____ day of _____, 2025.

Property Owner

Property Owner

Payment Option Selected: _____

Executed by the Village this _____ day of _____, 2025.

Resort Village of Shields

Per: _____
Angela Larson, Mayor

APPENDIX A
OPTION B; - DEFERRED PAYMENT TERMS AND CONDITIONS

In the event that the Property Owner elects **Option B** in paragraph 9. of the Contract, then the parties agree that the following terms and conditions apply:

1. The Village will pay the Contractor for the Work on behalf of the Property, and the Property Owner will reimburse the Village for the its share as per #4 below.
2. Upon receipt of a signed copy of the Contractor's invoice indicating that the Work has been completed, the Village will pay, on behalf of the Property Owner, the contractor's invoice for the work completed.
3. The Village shall indicate the Contract Price as a pending liability on the property tax information for the Property Owner's property until the Contract Price is paid in full.
4. The Property Owner shall reimburse the Village for the Contract Price as follows:
 - a. The Property Owner agrees to the following terms: ;
Term: 10 years
Total amount: \$3,000 plus \$60 interest per year
Payments: Quarterly (as per regular utility payments) (\$30.00 month or \$90.00 quarterly includes interest)
 - b. Upon signing of this contract, in case of a sale, the contract price continues on with the property for the remainder of the 10-year period and therefore is the responsibility of the new property owner. If picking option B: There shall be no right to prepay the contract.
5. If the Property Owner fails to make any of the required payments as set out in paragraph 4. herein, the amounts then due, together with all future sums that become due under this Contract, shall be due and payable immediately as arrears of taxes, and the Village shall be entitled to collect the same as property tax arrears.

_____/_____
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