



Policy No. GP-2024-02

Raymond Irrigation District (RID) Servicing Policy

Motion: 2024-013

Policy Purpose

The purpose of this Policy is to:

1. Protect the Town of Raymond who owns, operates, and coordinates the delivery of water services, including both a municipal treated water distribution system and an untreated (raw water - irrigation) distribution system for and on behalf of the residents of the Town of Raymond.
2. Facilitate connections of untreated (raw water - irrigation) water to residential property owner(s) residing within the Town of Raymond who are directly adjacent to Raymond Irrigation District (RID) Infrastructure.

Policy Statement

This Policy provides Town of Raymond administration with the ability to allow residents to connect to the Raymond Irrigation District (a third party utility provider), without the need for franchise fees or have the Town of Raymond be the utility provider.

Utility fees would be solely set, determined, collected, and administered directly by the Raymond Irrigation District (RID) to the user.

Eligibility will be determined by Town of Raymond administration and must follow the terms of the policy outlined below.

General Terms of the Policy

With respect to all new untreated (raw water -irrigation) utility servicing within the limits of the Town of Raymond:

1. The property must be directly **adjacent** to existing Raymond Irrigation District (RID) infrastructure. For the terms of this policy, **adjacent** means a single property boundary must be directly adjacent to the 400W road allowance that boundaries the County of Warner of the west side of Raymond. A Map of the policy area can be seen in Appendix D.

2. The untreated water (raw – irrigation) service shall only service **one property owner**. Please Note: Multi-party or shared lines to service multiple properties will require the Town of Raymond to be the service provider and are not covered under this policy. Please discuss with the Town of Raymond as to possibilities to coordinate multiple property owner installation.
3. The infrastructure (pumps, waterlines, valves, irrigation boxes, sprinklers, etc.) will remain property of the applicant until taken over by the Town of Raymond. This includes line locates, maintenance, repair and replacement if required.
4. The applicant must sign a “Raymond Irrigation District (RID) Water Servicing Agreement” attached as Schedule “A” that would allow the Town of Raymond to take ownership of the infrastructure at a later date, as required by the Town of Raymond, to foster future development and growth.
5. The untreated water (raw – irrigation) shall be used for non-household purposes only (ie Irrigation).
6. The untreated water (raw-irrigation) shall not be resold.
7. The applicant must consult with the RID to determine an acceptable delivery point prior to submitting an application.
8. Any Pump Station required must be an **electric pump** for the sake of noise pollution and not be run by hydrocarbon generators.
9. All costs associated with the application and installation for a new untreated (raw-irrigation) water service, including approval requirements, are the responsibility of the applicant.
10. In general, the RID does not want multiple, close proximity delivery points, and can utilize their discretion to approve requests.
11. An application for irrigation water is not guaranteed to be provided by the RID. Approval from the RID should be obtained first prior to Town of Raymond approval. Endorsement of this policy is not considered approval or guarantee that water will be available to the applicant.

Procedure

To apply for Raymond Irrigation District Untreated (Raw-Irrigation) Water Serving:

1. All applications must be in writing. All applications must include the following information:
 - a. Letter of request outlining the purpose for which the service will be used.
 - b. Drawing of the proposed route and/or location of the rural water service connection including any line sizing, valve locations, pump stations, etc.
 - c. Signed and Fully Executed Utility Right of Way and/or Easements Documents as necessary.
 - d. Signed Untreated (Raw-Irrigation) Water Servicing Agreement (Appendix A).
 - e. Payment of the non-refundable application fee (Appendix C).

- f. Any other information that the Town of Raymond may require at the time of application.
2. Once the above is completed, the application package will be reviewed, and a letter sent to the applicant and the General Manager of the Raymond Irrigation District (RID) giving permission to proceed.

Expiry

Application expiry date:

1. An application will expire and become void if not installed and placed into operation within two (2) year after the date of request.
2. A maximum one (1) year extension may be granted by Town of Raymond administration at their sole discretion.

Date Approved: TBD

APPENDIX A – Raymond Irrigation District (RID) Water Servicing Agreement

APPENDIX B – Urban Fringe Area and Transportation Corridors as per Town of Raymond Intermunicipal Development Plan (IDP)

APPENDIX C - 2024 Application Fees (For Future Fees – See Town of Raymond Fees and Charges Bylaw)

APPENDIX D - 2024 Eligible Properties Map (Policy Map)

APPENDIX C – 2024 Application Fees

Non-Refundable Application Fee	\$ No Charge
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RAYMOND IRRIGATION DISTRICT (RID) WATER SERVICING AGREEMENT

SERVICING AGREEMENT made this ____ day of _____, 20__

BETWEEN:

The Town of Raymond
(a Municipal Corporation)
PO Box 629
Raymond, Alberta
T0K 2S0

(hereinafter referred to as “the Town”)

AND

[Developers Name]
[address]
(hereinafter referred to as “the Owner”)

WHEREAS the Owner proposes to install a new untreated (raw-irrigation) water service and to the property legally described as Block , Plan (civically described as)

AND WHEREAS, the Owner agrees that they shall not:

- a) Lend, sell or dispose of the water or give away, or permit the same to be taken or carried away or used, or apply to the use of benefit of others, or to any other than his / her own use and benefit, or shall increase the supply of water beyond that agreed for with the Town or lawfully neglect or improperly waste the water.
- b) Supply water by a pipe or a hose from the water system, or any other source, to any other premises.

AND WHEREAS this agreement witnesseth that in consideration of the terms and conditions hereinafter specified, the Town and the Owner agree to as follows:

INTERPRETATION:

- 1. Local improvements shall mean and include:
 - a) Untreated (raw-irrigation) water service for the said property, including mainlines, pumps, valves, and service to the property line

TERM:

2. The term of the Agreement shall commence on the _____ day of _____ A.D. _____, and shall be in effect until the Town provides written notice of its intent to terminate this Agreement, and such termination shall be subject to and contingent upon the Town providing written consent, not to be unreasonably withheld, that all the Town's obligations under this Agreement have been fulfilled.

COVENANTS AND OBLIGATIONS:

3. The Town agrees to allow for a new untreated (raw-irrigation) water service from the Raymond Irrigation District (RID) to the property legally described as Block , Plan (civically described as , Town of Raymond).
4. The Owner of the property as described above agrees to install the untreated (raw-irrigation) service and provide the necessary connections to the Raymond Irrigation District (RID) at their own cost.
5. The Owner of the property as described above agrees to own and maintain the untreated (raw-irrigation) service until it is taken over by the Town of Raymond or otherwise connected to a Town of Raymond distribution system. This may include locating the line, fixing breaks, pump maintenance and repair, or other general maintenance and upkeep of the service.
6. The Owner of the property as described above agrees to accept responsibility for all road damaged during the installation and maintenance of the service. The Owner further agrees to restore the roadways, curb and gutter, sidewalks, road allowances, drainage ditches that comprises or is required to be crossed to provide the service to the condition they were in as of the commencement date of this Agreement.
7. As determined by any inspection of the work, the Town, at its sole discretion and acting reasonably, shall determine what maintenance or restoration work, if any, is required to be completed by the Owner, at the Owner's sole expense.
8. The Owner of the property as described above agrees to pay for any and all damages caused by the Town of Raymond or other Third Party during any use or maintenance of its public road right of ways. This includes any damages caused by grading, excavation, maintenance, general use, and general operations of the Town's public road right of ways.

ENFORCEMENT:

9. The failure by the Owner to abide by any of the terms described in this Agreement may result in immediate suspension or termination of the Agreement by the Town.

GENERAL:

10. The Applicant is the owner of the property, as described above, and agrees to provide the necessary connections to the Raymond Irrigation District (RID) at their own cost, within the guidelines identified.
11. The Owner must ensure that safety procedures are in place and adhered to, and that the service lines to the property line is properly installed and approved by a representative from the Town PRIOR to closing of the trench. Failure to do so will result in the owner being responsible for re-opening the trench, at his / her own expense for the inspection of the installation of the services.
 - a. *The Town must be given two (2) days prior notice of inspection. Inspections are to be done during regular working hours Monday to Friday, or call-out expenses will be charged to the Owner.*
12. The Owner agrees to obtain and maintain all the necessary permits, licenses, approvals and authorizations and to comply with all municipal and provincial bylaws, regulations and legislation as required by law, bylaw, regulation or policy.
13. Prior to excavation, the Owner shall contact Alberta One-Call and any / all other utility companies (including the Town of Raymond) to obtain utility locations and underground sprinkler markings. Any interruption or damage to existing utilities shall be the responsibility of the Owner.
14. Any existing curbs, gutters, catch basin frames and covers, sewer manhole frames and covers, street identification signs, paved roads, sidewalks, emergency access walkways, and berms (Paved Roads, Sidewalks, Curb and Gutter) shall not be damaged by the Owner in the course of performing or carrying out the actions of this Agreement, and that the Owner is responsible for the costs of replacing or repairing to the Town's satisfaction, any damaged municipal infrastructure or property.
15. The Owner will make all efforts to ensure the work performed is done in an expedient manner so as to minimize public inconvenience.
16. The Owner shall ensure that transportation of construction equipment to the site as noted above is performed in a direct manner, and does not cause damage to existing Town infrastructure.
17. The Owner shall ensure that all materials stored on Town property are within the approved areas as agreed upon.
18. In the event that the Town claims that the Owner is in default in the observance and performance of the terms, covenants and conditions of this agreement, the Town shall give the Owner notice in writing of the claimed default, and shall by notice either require the Owner to rectify the default within FOURTEEN (14) WORKING DAYS of the receipt of

the notice, or notify the Owner that the Town intends to rectify the default at the Owner's cost and expense.

19. Any notice, demand, or other document required or permitted to be given under the terms of the Agreement shall be sufficiently given to the party to whom it is addressed if in writing and is faxed, mailed or delivered to the intended party at the address specified below for such recipient or, as to either party, at such other address as either party may furnish to the other from time to time. Except as otherwise provided in the Agreement, all communications shall be deemed to have been duly given when transmitted by facsimile or personally delivered or, in the case of registered mail, upon receipt, in each case given or addressed as aforesaid:

TO THE TOWN: TOWN OF RAYMOND
BOX 629
RAYMOND, AB T0K 2S0
Fax: 403-752-4379

TO THE OWNER: _____

FAX: _____

ATTENTION: _____

20. The Owner shall indemnify and save harmless the Town, its Councillors, Directors, Officers, Employees, Contractors, Agents, and Representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, claims, suits or demands of any nature, which may arise with respect to any occurrence, event, incident or matter cause by, and/or arising as a direct or indirect result of:
- (a) Any act of omission of the Town and/or any of those persons for whom the Town is responsible at law (including without limitation, any of its employees or subcontractors), whether occasioned by negligence or otherwise;
 - (b) The costs of repairs, clean-up, or restoration paid by the Town and any fines levied against the Town; or
 - (c) Any breach, violation or non-performance of any representation, warranty, obligation, covenant, or condition in this Agreement set forth and contained on the part of the Town to be fulfilled, kept, observed or performed, as the case may be.

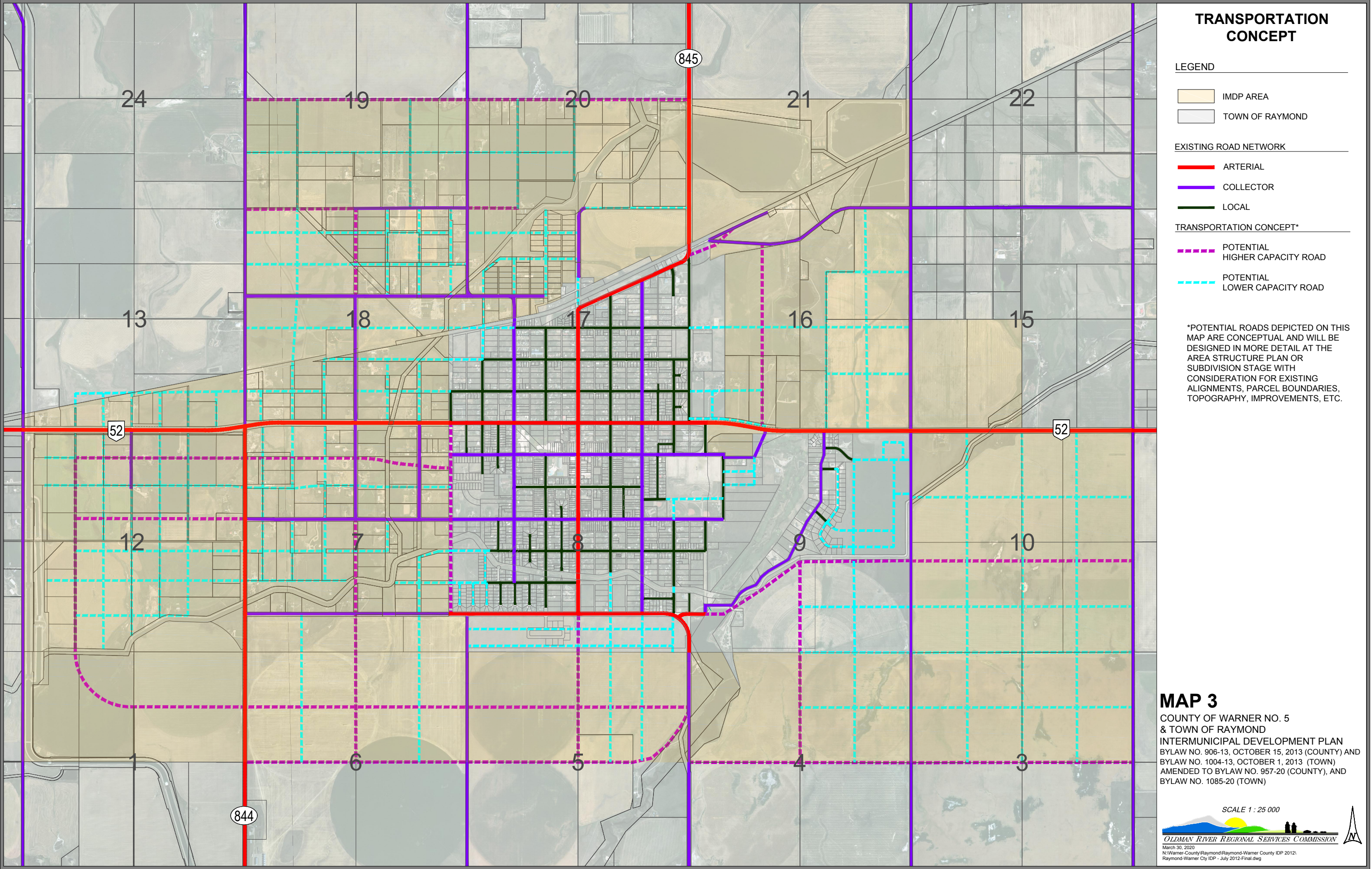
21. This Agreement is non-transferable but shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.
22. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

IN WITNESS WHEREOF the parties hereto have caused their corporate seals to be affixed, attested under the hands of their proper officers in that behalf, the day and year first above written.

OWNER

TOWN OF RAYMOND

APPENDIX B



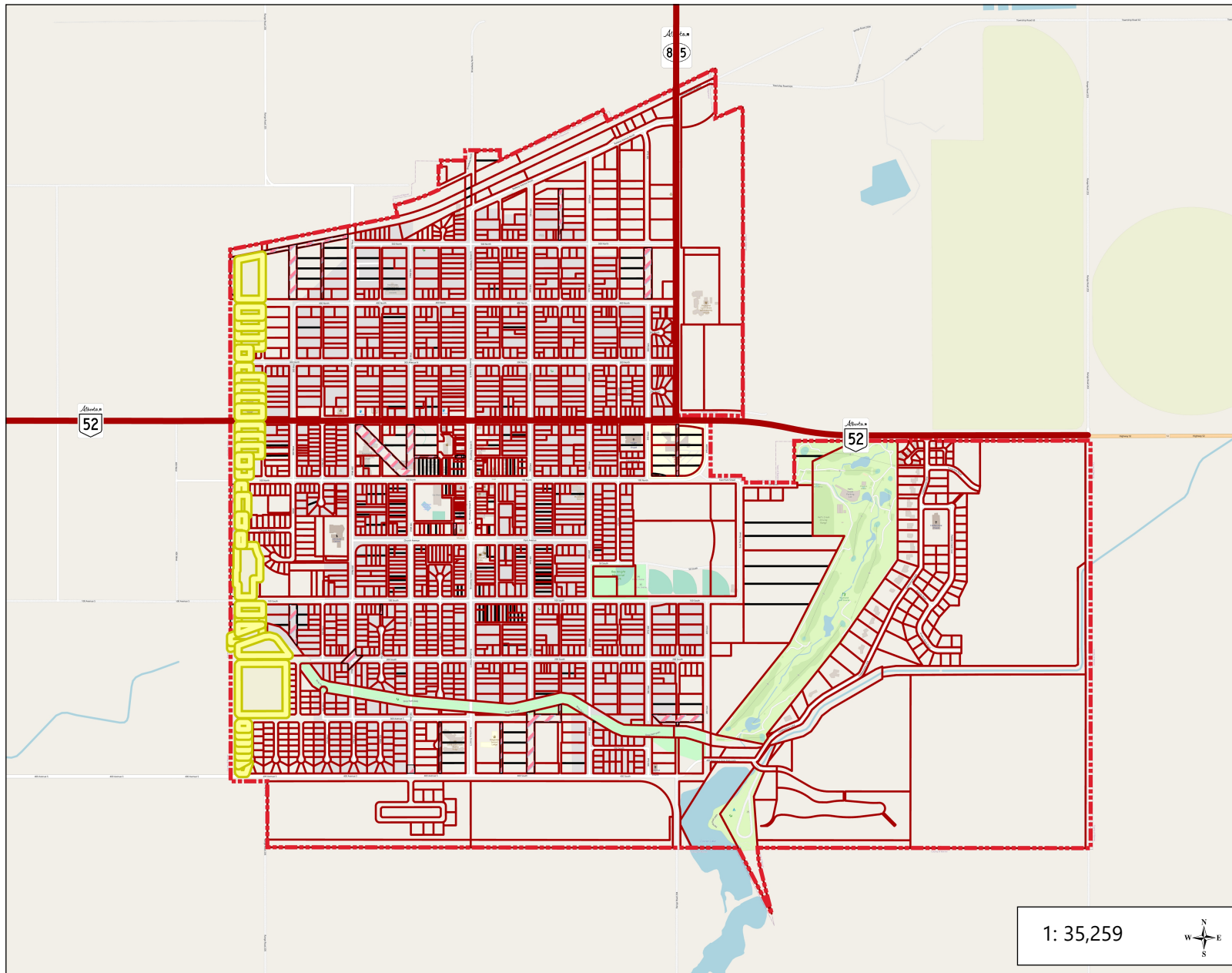
APPENDIX D - POLICY MAP

Town of Raymond



Legend

- Road Labels
- Hwy 845
- Hwy 845 Symbol
- Hwy 52 Symbol
- Hwy 52
- - - Town Boundary
- Closed Roads
- Title Linework
- Parcels



1.8 0 0.90 1.8 Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

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