

WEST WATERLINE WATER SUPPLY AGREEMENT

MEMORANDUM OF AGREEMENT entered into this ___ day of _____, 2024.

BETWEEN:

TOWN OF LEGAL

(hereinafter referred to as the "Town")

-and-

STURGEON COUNTY

(hereinafter referred to as the "County")

WHEREAS the Town owns and operates the Waterline (as hereinafter defined);

AND WHEREAS the County wishes to purchase water from the Town for delivery to the County's residents and the Town wishes to sell and deliver water to the County as set forth herein;

AND WHEREAS the parties wish to set out their respective duties and obligations with respect to the supply of water from the Town to the County via the Waterline;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT the parties hereto, in consideration of the mutual covenants and agreements hereinafter set-forth, covenant and agree with each other, as follows:

1. Definitions

1.1 In this Agreement:

- (a) **"Agreement"** means this Water Supply Agreement and the schedules attached hereto, together with such amendments, extensions and renewals as may be evidenced in writing and executed by the parties from time to time;
- (b) **"Authorized Customer"** means an owner of those lands in the County that have been approved to connect to the Waterline, as determined by County from time to time;
- (c) **"Best Efforts"** means in relation to the performance obligation, efforts that are sensible and practical and involve the exercise of reasoned and sound judgment, having regard to all of the relevant circumstances;
- (d) **"CAO"** means the Chief Administrative Officer of the respective party;
- (e) **"Connection Point"** means the water main and valve on the road

allowance on Highway 651 on the border between the Town and County adjacent to the parcel legally described as SE-26-57-25-W4;

- (f) **"Customer Connection"** means any physical connection to the Waterline whereby any source of raw water or non-potable water supply becomes connected to a County resident's waterline;
- (g) **"Force Majeure"** "means any cause not reasonably within the relevant party's control and will include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, storms, floods, high waters, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, or any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the party and which, by the exercise of due diligence, the party is unable to overcome, provided that lack of funds shall not be a cause beyond control;
- (h) **"Interest"** means the amount calculated on a sum owing under this Agreement, being 2.5% per month (equivalent to 30% annually), calculated from and including the date upon which the sum became due and owing, to but excluding the date of unconditional payment;
- (i) **"Intermunicipal Collaboration Framework Agreement"** means the Intermunicipal Collaboration Framework agreement between the Town and County, as required under the *Municipal Government Act*, as may be amended or replaced from time to time;
- (j) **"Rate"** means the fixed fees and/or fees charged per volume of water supplied by the Town as set out in **Schedule "B"** and in accordance with the Town's Rate Schedule, as amended or replaced from time to time;
- (k) **"Term"** "means the term of this Agreement being a period of Five (5) years commencing on the date hereof and expiring as of the end of the day on _____, 2029;
- (l) **"Town's Rate Schedule"** means the utility rate schedule for water established by the Town as amended or replaced from time to time by the Town Council;
- (m) **"Town Water Licenses"** means the water license(s) issued by Alberta Environment in the name of the Town, as amended or replaced from time to time;
- (n) **"Tri Party Agreement"** means the Water Supply Agreement between the Town, the County and the Town of Morinville, together with such

amendments, extensions and renewals as may be evidenced in writing and executed by the parties from time to time;

- (o) **"Volume Restriction"** has the meaning set out in Section 4.2;
- (p) **"Waterline"** means the water distribution lines extending north n to the Connection Point at the west boundary between the Town and County, from which water is provided to residents of the County;
- (q) **"Water Services"** means the supply of water from the Town to the County via the Waterline, as further set out in this agreement;

2. Preamble and Schedules

2.1 The parties hereby confirm that the matters contained and referred to in the Preamble to this Agreement and the various schedules hereto are expressly incorporated into and form part of this Agreement:

Schedule "A"	Waterline, Connection Points and Meter Vault
Schedule "B"	Rates

3. Conditions

3.1 This Agreement and the obligations of the Town to supply water is at all times specifically subject to and conditional upon the following:

3.1.1 The continued existence of the Tri Party Agreement, or replacements thereof, and the continued receipt of sufficient flow of water by the Town under that agreement, or replacements to such source of water.

4. Water Supply

4.1 During the Term and pursuant to the provisions contained in this Agreement, the Town:

- (a) will supply water to the County at the Connection Point;
- (b) will use Best Efforts to ensure the water delivered at the Connection Point is substantially the same quality and pressure as the Town supplies its own local customers, in compliance with all applicable laws, regulations and health standards; and
- (c) will promptly notify the County of any anticipated or actual shortage in the water supply, as proportioned to the Town under the Tri Party Agreement and will allocate the shortage pro rata between the Town and County. For clarity, the Town agrees that in the event of a water shortage, the County will be entitled to receive a proportionate share of the supply

of available water in the same manner as all customers of the Town.

- 4.2 The Town shall supply up to 100 cubic meters per day of water to the County from the Waterline (the "Volume Restriction"). In the event the County exceeds the Volume Restriction, the County shall promptly take steps to reduce such consumption, failing which the Town may, without limitation to its other rights under this Agreement, reduce the supply of water to the Connection Point.
- 4.3 During the Term and pursuant to the provisions contained in this Agreement, the County:
- (a) will reimburse the Town for any costs, charges or fees, including but not limited to any fees arising under the Tri Party Agreement, in the event the County draws in excess of the Volume Restriction from the Waterline; and
 - (b) will be responsible for all operational compliances respecting Customer Connections, including any testing or non-testing of water prior to delivery to its customers, the installation and maintenance of water meters for all Customer Connections, and any and all contractual matters between the County and its customers.
- 4.4 The County acknowledges and agrees that the water supplied to the Connection Point will not provide sufficient capacity and pressures for fire flows.
- 4.5 For clarity, the Town and County expressly acknowledge that the volumes and flows of water provided to the County by the Town under this Agreement shall form part of the Town's water allocation under the terms of the Tri Party Agreement. Notwithstanding the foregoing, in the event the County exceeds the Volume Restriction and as a result the Town exceeds its allocation under the Tri Party Agreement and thereby incurs penalties or surcharges under the Tri Party Agreement, the County shall reimburse the Town for any such penalties or surcharges resulting from the County reimbursing the Volume Restriction.

5. Approvals

- 5.1 The Town and the County shall each individually be responsible for the acquisition of all necessary consents, approvals, licenses, permits, allocations or authorities relating to the execution and performance of the terms of this Agreement by the Town and the County, respectively. Without restricting the foregoing:
- (a) the Town shall be responsible for all such approvals related to the ownership and operation of the Town's portion of the Waterline, which is as further detailed in Section 8.1 hereof; and
 - (b) the County shall be responsible for all such approvals related to the ownership and operation of the County's portion of the Waterline, which is which is as further detailed in Section 8.2 hereof.

- 5.2 Each party shall provide the other with reasonable assistance with any obtaining, maintaining, renewing or amending any permits, licenses or other approvals each party requires to allow for the operation of the Waterline in accordance with this Agreement.

6. Town General Obligations

6.1 The Town shall:

- 6.1.1 provide the Water Services to the same standards as would be provided to any other water customer of the Town, including the provision of water that meets minimum water quality specifications required by applicable law;
- 6.1.2 provide appropriately qualified staff required for the performance of the Town's obligations pursuant to this Agreement;
- 6.1.3 perform regular tests of and perform preventative maintenance procedures for all key equipment.
- 6.1.4 enforce all of its rights under the Tri Party Agreement to secure water for the Waterline;
- 6.1.5 be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall include the provisions of the Water Act, the Occupational Health and Safety Act and the Environmental Protection and Enhancement Act, all as amended from time to time, and the Town shall cause all of its employees and approved subcontractors to be so bound;
- 6.1.6 use Best Efforts to ensure no hazardous substances, contamination, pollutants, foreign matter or like materials enter the Waterline;
- 6.1.7 obtain and maintain at its sole expense all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction incidental to the performance of the Town's obligations under this Agreement, including without limitation any necessary permits and approvals from Alberta Environment or other relevant government agency to deliver water as contemplated by this Agreement; and
- 6.1.8 pay all fees and all other costs incidental to the performance of the Town's obligations under this Agreement.

7. County General Obligations

- 7.1 During the Term and pursuant to the terms of this Agreement, the County shall:

- 7.1.1 ensure the Connection Point is in proper working order;
- 7.1.2 perform regular tests of and perform preventative maintenance procedures for all key equipment;
- 7.1.3 pay all fees and all other costs incidental to the performance of the County's obligations under this Agreement;
- 7.1.4 provide appropriately qualified staff required for the performance of the County's obligations pursuant to this Agreement;
- 7.1.5 be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall include the provisions of the Water Act, the Occupational Health and Safety Act and the Environmental Protection and Enhancement Act, all as amended from time to time, and the County shall cause all of its employees and approved subcontractors to be so bound;
- 7.1.6 obtain and maintain at its sole expense all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction incidental to the performance of the County's obligations under this Agreement;
- 7.1.7 use Best Efforts to ensure no hazardous substances, contamination, pollutants, foreign matter or like materials enter the Waterline; and
- 7.1.8 refrain from installing any booster pumps, stations, facilities, or any pressure boosting equipment that would affect the available pressure of the Waterline, without the prior written consent of the Town.

8. Ownership, Metering and Supply:

- 8.1 The Town owns and shall be solely responsible for that portion of the Waterline, including metering facilities, associated piping and connections, within the Town's boundaries, up to the Connection Point and including the 6" valve and valve box, as further detailed in **Schedule "A"** hereto.
- 8.2 The County owns and shall be solely responsible for that portion of the Waterline within the County's boundaries up to and including the Connection Point and related apparatus and the master meter chamber and vault, as further detailed in **Schedule "A"** hereto.
- 8.3 The County shall, upon the request of the Town, provide the Town access to the Connection Point for the purposes of allowing the Town to inspect, at the Town's sole expense, the master meter chamber. Any testing or recalibration of the County owned meters or apparatus shall be the responsibility of the Town, unless:
 - (a) such testing or recalibration is requested by the Town and would not

otherwise be completed by the County as part of regular maintenance or operations, and such testing does not reveal a defect in the operation of the meter; or

- (b) the need for such testing or recalibration arises as a direct result of any negligence or wrongful act of the Town or its employees, agents or contractors.

8.4 Each party shall promptly advise the other of any defect, deficiency or failure in the Waterline, whether or not such defect, deficiency or failure relates to the portion of the Waterline for which it is responsible under this Agreement.

9. County Customers and Connections

9.1 The County shall be entitled to provide water through the Waterline to the County customers or residents, subject to the Volume Restriction set out herein.

9.2 The County shall be responsible for the management of any existing or new Customer Connections along the County's portion of the Waterline, including the collection of fees or payments relating to the provision of water to customers through any Customer Connection.

9.3 The County shall ensure all Customer Connections are subject to the applicable provisions of this Agreement, and that any construction, repairs, or maintenance to a Customer Connection is done in accordance with applicable legislation and industry standards.

10. Rates and Billings

10.1 The County shall pay for Water Services supplied by the Town at the same rate the Town charges to its own customers, in accordance with the Town's Rate Schedule as the Rate is described within **Schedule "B"** attached to this Agreement. The Rate is subject to change based on the changes to the Town's Rate Schedule subject to at least ninety (90) days prior written notice to the County.

10.2 In order to determine the volume to be assessed to the County each month, the County shall provide the Town with a monthly report showing the number of connections to Authorized Customers and the volume of water consumed for each connection. This report will be provided by the County to the Town within 15 days after the end of each billing month. Based on this report, the Town shall provide the County a monthly invoice for the Water Services reflecting the volume consumed multiplied by the Rate.

10.3 The County shall pay the Town all amounts due within thirty (30) days of receipt of the Town's invoice. If any invoice is not paid within thirty (30) days of receipt as aforesaid, any unpaid amount will attract Interest from the invoice date until payment of such unpaid amount has been received by the Town.

- 10.4 The County shall be entitled to collect from the County's customers a fee for providing water, plus any administrative fees the County deems fit in its sole discretion. The County shall be solely responsible for the calculation and collection of fees from the County's customers, and notwithstanding any failure to collect shall remain responsible for payment of the Rate to the Town.

11. Indemnity and Insurance

- 11.1 The County shall at all times and without limitation, indemnify and save harmless the Town, its Councilors, employees 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, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which the Town, its Councilors, employees and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct result of:

- (a) the misconduct, negligent action or negligent failure to act, as the case may be, of any of those persons for whom they are responsible at law (including, without limitation, any of its employees or subcontractors); or
- (b) any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Agreement set forth and contained on the part of either party to be fulfilled, kept, observed or performed, as the case may be.

The provisions of this section are in addition to and shall not prejudice any other rights of either party at law or in equity. This section shall survive the termination or expiry of this Agreement for any reason whatsoever.

- 11.2 The Town shall at all times and without limitation, indemnify and save harmless the County, its Councilors, employees 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, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which the County, its Councilors, employees and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct result of:

- (a) the misconduct, negligent action or negligent failure to act, as the case may be, of any of those persons for whom they are responsible at law

(including, without limitation, any of its employees or subcontractors); or

- (b) any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Agreement set forth and contained on the part of either party to be fulfilled, kept, observed or performed, as the case may be.

The provisions of this section are in addition to and shall not prejudice any other rights of either party at law or in equity. This section shall survive the termination or expiry of this Agreement for any reason whatsoever.

- 11.3 Throughout the Term, both parties shall obtain and maintain in force the insurance deemed satisfactory to the party's Council, acting reasonably.
- 11.4 Notwithstanding anything contained in this Agreement, in no event shall either party be liable either directly or indirectly, by way of indemnity or otherwise, to the other party whether in contract, or in tort (including negligence and strict liability) under warranty or otherwise for any loss of profits, or any other consequential, special, indirect, incidental or economic loss whatsoever arising hereunder.

12. Force Majeure

- 12.1 Neither party hereto shall be liable to the other for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement if such failure or delay has arisen from Force Majeure.
- 12.2 Where either party is prevented from carrying out its respective obligations hereunder due to Force Majeure, such party shall, as soon as possible, give notice of the occurrence of such Force Majeure to the other party and of the obligations, the performance of which is thereby delayed or prevented and the party giving the notice shall thereupon be excused from the performance of such obligation for the period of time directly attributable to such prevention or delay.
- 12.3 During the period of Force Majeure, the Town may impose reasonable restrictions on the delivery of water, provided that the Town shall treat all of its customers affected by the Force Majeure, including the County, fairly, equitably and without preference, consistent with any operating constraints then in effect.
- 12.4 The parties agree that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the particular party involved therein and such party may make settlement thereof in such time and on such terms and conditions as it may deem to be advisable and no delay in making such settlement shall deprive such party of the benefits of this Section.

13. Term and Termination

- 13.1 Either party may terminate this Agreement, with cause, in accordance with the terms and conditions set out in section 14 of this Agreement.
- 13.2 Either party may terminate this Agreement, without cause, by providing at least two (2) years' advance written notice to the other party.
- 13.3 In the event of the termination of this Agreement or the expiration of the Term, the Town and County agree to work together in good faith to help facilitate any transition or continued service for customers or residents reliant on the Waterline.
- 13.4 The Parties agree to meet at least one year prior to the expiry of the Term to negotiate any potential replacement or extension to this Agreement.

14. Performance by Either Party

- 14.1 A party shall be deemed to be in default hereunder if any of the following events occur (each of the following events to be referred to as an "**Event of Default**", the party in default to be referred to as the "**Defaulting Party**" and the party not in default to be referred to as the "**Non-Defaulting Party**"):
 - (a) a party fails to make a payment as required by any provision of this Agreement including failure to pay an indemnity amount required to be paid pursuant to the terms of this Agreement (a "**Payment Default**");
 - (b) a party fails to perform any of its obligations under section 4 of this Agreement or fails to perform any other material obligation imposed upon such party under this Agreement (which, for greater certainty, shall not include obligations resulting in a Payment Default if not performed) (each such event being a "**Performance Default**"); or
- 14.2 In the event of an Event of Default, the following process shall be followed:
 - (a) If a party claims that there has been a Payment Default or Performance Default committed by or affecting the other party, the party making the claim shall give to the party alleged to be in default a notice (hereinafter referred to as the "**Notice of Default**"). The Notice of Default shall specify and provide particulars of the alleged Event of Default.
 - (b) In the event the alleged Event of Default is capable of being remedied, the party alleged to be in default shall:
 - (i) have a cure period of thirty (30) days after receipt of the Notice of Default with respect to a Payment Default,
 - (ii) subject to sections 14.2(b)(iii) and 14.2(c), have a cure period of

Thirty (30) days after receipt of the Notice of Default with respect to a Performance Default, or

(iii) if a Performance Default is such that it cannot be reasonably remedied within Thirty (30) days after receipt of the Notice of Default, have a reasonable period of time to cure the Performance Default provided that the Defaulting Party promptly commences and diligently continues thereafter to remedy the Event of Default.

(c) If before the expiry of the later of the cure period (if any) referred to in section 14.2(b) or the time to cure specified in the Notice of Default the Defaulting Party cures the Event of Default, the Default Notice shall be inoperative and the Defaulting Party shall lose no rights hereunder.

14.3 If a Notice of Default has been given and the party alleged to be in default does not cure or remedy the Event of Default in the manner contemplated by section 14.2. the Non-Defaulting Party shall have the rights and remedies set out in section 14.4 or 14.5 as the case may be.

14.4 In the case of a Payment Default, the Non-Defaulting Party shall have the following rights and remedies:

(a) to charge the Defaulting Party Interest with respect to the unpaid amount until it is paid, calculated daily, regardless of whether the Non-Defaulting Party has notified the Defaulting Party in advance of its intention to charge Interest with respect to the unpaid amount and/or;

(b) to set-off against the unpaid amount any sums due or accruing to the Defaulting Party by the Non-Defaulting Party in accordance with this Agreement and/or;

(c) to maintain an action or actions for the unpaid amount and Interest thereon on a continuing basis as the amounts become payable but are not paid by the Defaulting Party, as if the obligation to pay those amounts and the Interest thereon was a liquidated demand due and payable on the date the amounts were due to be paid, without any right or resort of the Defaulting Party to set-off or counterclaim; and/or

(d) to terminate this Agreement;

and any obligation to pay Interest under this section shall apply until the Payment Default is rectified or remedied and shall not merge into a judgment for principal and interest, or either of them.

14.5 In the case of a Performance Default:

- (a) the Non-Defaulting Party shall have the right to suspend performance of its obligations under this Agreement, including the right to suspend any payment owing pursuant to this Agreement; or
- (b) the Non-Defaulting Party may but shall not be obligated to, either directly or indirectly by engaging a third party or otherwise, as the case may be, do all such things in order to rectify such Event of Default at the sole cost and expense of the Defaulting Party; or
- (c) the Non-Defaulting Party shall have the right to terminate this Agreement.

14.6 A Non-Defaulting Party may, at its discretion, exercise the remedies referenced in sections 14.4 or 14.5 applicable to it in the alternative, concurrently or cumulatively, except where inconsistent with the express provisions contained in this Agreement. No delay or omission by a Non-Defaulting Party in exercising its rights or remedies hereunder shall operate as a waiver of those rights or remedies or of any other right or remedy and no single or partial exercise thereof shall preclude any other or future exercise thereof or the exercise of any other right or remedy.

15. Dispute Resolution

15.1 Unless specifically described herein to the contrary, any dispute in relation to this Agreement shall be addressed pursuant to the Dispute Resolution Process set out in the Intermunicipal Collaboration Framework Agreement.

16. Notice

16.1 Any notice, demand or request to the Town shall be well and sufficiently given if delivered to the Town or mailed by prepaid registered mail addressed to:

Box 390
Legal, Alberta T0G 1L0
Attention: Chief Administrative Officer
Phone: 780-961-3773
Email: rroulx@legal.ca

or at such other place as the Town may, from time to time, in writing, designate.

16.2 Any notice, demand or request to the County shall be well and sufficiently given if delivered to the County or mailed by prepaid registered mail addressed to:

9613 – 100 Street
Morinville, Alberta T8R 1L9
Attention: Chief Administrative Officer
Phone: 780-939-8344
Email: tpeter@sturgeoncounty.ca

or at such other place as the County may, from time to time, in writing, designate;

- 16.3 Any such notice or request, if sent by mail, shall be deemed to have been given or served five (5) days after the same has been posted as aforesaid. In the event of a disruption of normal postal service, any notice required pursuant to the terms of this Agreement shall be delivered by hand.

17. General

- 17.1 This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.
- 17.2 The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds..
- 17.3 Time shall be of the essence of this Agreement.
- 17.4 The headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.
- 17.5 Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between the two parties at arm's length.
- 17.6 Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.
- 17.7 Except as specified, this Agreement constitutes the entire agreement between the parties hereto insofar as the Water Services are concerned and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to the Water Services save as expressly set out in this Agreement.
- 17.8 Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from

time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

- 17.9 This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
- 17.10 No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 17.11 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 execution shall be deemed to bear date as of the date first above written.
- 17.12 If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.
- 17.13 The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.
- 17.14 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.
- 17.15 This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.
- 17.16 Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from each of the other parties.

TOWN OF LEGAL

Per: _____
Mayor, Trina Jones

Per: _____
CAO, Robert Proulx

STURGEON COUNTY

Per: _____
Mayor, Alanna Hnatiw

Per: _____
Interim CAO, Travis Peter

SCHEDULE "A"
WATERLINE, CONNECTION POINTS AND METER VAULT

****Insert** as-builts of the Waterline showing the Connection Point and details relating to the ownership/responsibility of the Waterline

SCHEDULE "B"

RATES

Current Town Water Rates:

Minimum monthly charge (for up to 4.5m ³):	\$37.25
Rate per m³ (in excess of 4.5m ³)	\$1.52/m ³