

SOUTH 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 has been approved to connect to the Waterline, as determined by the Town and County from time to time, presently as set out in Schedule "C";
- (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 Fee"** has the meaning set out in Section 9.2;

- (f) **"Connection Request"** has the meaning set out in Section 9.2(c);
- (g) **"Connection System"** means the laterals, meters, valves, flow restrictors and back flow preventers used in the supply of water from the Waterline to each Authorized Customer, as further detailed in Schedule "A";
- (h) **"Customer Connection"** means any physical connection to the Waterline through the Connection System whereby any source of raw water or non-potable water supply becomes connected to a County resident's waterline;
- (i) **"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, lightning, 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;
- (j) **"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;
- (k) **"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;
- (l) **"Rate"** means the fixed fees and/or fees charged per volume of water supplied by the Town as described in section 10.1 of this Agreement;
- (m) **"Term"** "means the term of this Agreement being a period of Ten (10) years commencing on the date hereof and expiring as of the end of the day on _____, 2034, unless otherwise renewed in accordance with Section 15;
- (n) **"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;
- (o) **"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;

- (p) **"Waterline"** means the water distribution lines between the Town of Morinville and the Town, including the water booster pumphouse located in the Town of Morinville, from which water is provided to residents of the County, commonly referred to as the Legal South Waterline as shown in Schedule "A";
- (q) **"Water Services"** means the supply of water from the Town to the Authorized Customers 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 and Connection System
Schedule "B"	Rates
Schedule "C"	Authorized Customers

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 Authorized Customers at the Customer Connections;
- (b) will use Best Efforts to ensure the water delivered at the Customer Connections is substantially the same quality as the Town supplies its own local customers, in compliance with all applicable laws, regulations and health standards, and with a pressure flow rate that subject to section 4.2 below would ordinarily be at least 3L/min; 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 's local customers and the Authorized Customers. For clarity, the Town agrees that in the event of a water shortage, the Authorized Customers 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 County acknowledges that the water supplied will not provide sufficient capacity and pressures for fire flows, and that the Town cannot always guarantee pressure will be maintained through the Waterline. The County shall recommend all Authorized Customers have adequate cisterns and pressure pumps for balancing tanks in place, sized to allow for 2-3 days' consumption to minimize the risks associated with sudden changes in pressure or other disruption to the Water Services.

- 4.3 During the Term and pursuant to the provisions contained in this Agreement, the County:
 - (a) will ensure flow restrictors are in place for all Customer Connections to ensure compliance with any volume restrictions put in place by the Town, acting reasonably and in accordance with this Agreement; 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 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 shall be solely responsible for the acquisition of all necessary consents, approvals, licenses, permits, allocations or authorities relating to the operation and maintenance of the Waterline by the Town.
- 5.2 The County shall be responsible for the acquisition of all necessary consents, approvals, licenses, permits, allocations or authorities relating to the County's maintenance of certain infrastructure as set out in Section 8.

- 5.3 Each party shall provide the other with reasonable assistance with any obtaining, maintaining, renewing or amending any permits, licenses or other approvals each other party requires to allow for the operation and maintenance 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 Authorized Customers 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 the Waterline;
- 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 Systems and Customer Connections are in proper

working order, including through the enforcement of the County's rights towards Authorized Customers, if necessary;

- 7.1.2 pay all fees and all other costs incidental to the performance of the County's obligations under this Agreement;
- 7.1.3 provide appropriately qualified staff required for the performance of the County's obligations pursuant to this Agreement;
- 7.1.4 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; and
- 7.1.5 use Best Efforts to ensure no hazardous substances, contamination, pollutants, foreign matter or like materials enter the Waterline.

8. Ownership, Metering and Maintenance:

- 8.1 The Town shall own, operate and maintain the Waterline and the Town shall own the Connection System of each Authorized Customer that falls within the Town's right of way area.
- 8.2 The County shall be responsible on behalf of the Town for the operation, maintenance, and repair of the Connection Systems, as further detailed in **Schedule "A"**; The County shall promptly notify the Town of any maintenance or repair work required on a Connection System that may affect or impact the Waterline.
- 8.3 The County shall, upon the request of the Town, provide the Town access to the Connection Systems for the purposes of allowing the Town to inspect, at the Town's sole expense, the Connection Systems. Any testing or recalibration of the Connection Systems shall be the responsibility of the County, unless:
 - (a) the need for such testing or recalibration is contested by the County prior to such testing or recalibration occurring and such testing does not reveal a defect in the operation of the Connection System; 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 a Connection System or the Waterline, whether or not such defect, deficiency or failure relates to the portion of the Waterline or Connection System for which it is responsible under this Agreement.

9. Authorized Customers and New Connections

- 9.1 The Town's obligation to provide the Water Services shall be limited to the Authorized Customers under this Agreement.
- 9.2 Should any County landowner that is not an Authorized Customer request to connect to the Waterline (a "Connection Request"), such request shall be made to the County and the Town and County shall proceed as follows:
 - (a) In the event the County is agreeable to the Connection Request, the County shall provide details of the Connection Request to the Town;
 - (b) The Town shall advise the County of their approval or denial of the Connection Request with ten (10) days of the County providing details to the Town;
 - (c) If both parties agree to allow the Connection Request and the Connection Request meets the applicable requirements under this Agreement and all applicable bylaws, the County will collect from the new customer a connection fee of \$5,000.00 (the "Connection Fee") on the Town's behalf. The Town may amend the amount of the Connection Fee from time to time, subject to providing reasonable advance notice to the County annually regarding any proposed changes to the Connection Fee that would take effect on January 1 of the following year;
 - (d) Upon receipt of the Connection Fee, the County shall forward the full amount of the Connection Fee to the Town and promptly complete all work associated with constructing a new Connection System;
 - (e) The County shall provide the Town an opportunity to inspect the new Connection System prior to the County finalizing the project; and
 - (f) The County shall provide to the Town as-built plans confirming the work that was completed.
- 9.3 Notwithstanding the foregoing and except as provided in Section 9.4, the County shall be entitled to collect any additional fees, charges or costs associated with a Connection Request or the construction of a new Connection System from the landowner, in accordance with County policies and Bylaws.
- 9.4 Should an Authorized Customer not have a Connection System supplying water to their lands and desire to access the Water Services set out in this Agreement, the process set out in Section 9.2 shall be modified to reflect a fixed connection fee of \$2,029.00, which shall be split between the Authorized Customer, the County and the Town on an equal 1/3 basis. Notwithstanding the foregoing, if an Authorized Customer that already has in place a Connection System requests an additional connection, such additional connection shall be treated as a new Connection Request subject to the terms and conditions set out in section 9.2 above.
- 9.5 The County shall be responsible for the management of any existing or new

Connection Systems pursuant to this Agreement, including the collection of fees or payments relating to the provision of water to customers through any Customer Connection.

10. Rates and Billings

- 10.1 The County shall pay for Water Services supplied by the Town at the rate the Town pays to purchase water pursuant to the Tri Party Agreement plus a surcharge of \$0.24/m³ to account for the Town's operations and maintenance costs associated with the Waterline, all as the Rate is further described in **Schedule "B"**.
- 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 volume of water consumed for each Customer Connection as measured by the Connection System. 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 Authorized Customers additional fees or surcharges, above any specific charges provided for in the Agreement, as 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.
- 10.5 The County acknowledges that the Rates set out in this Agreement are expressly subject to ongoing assessments of the operations and maintenance costs associated with the Waterline and the Legal Booster Station, and based on such investigations agrees to negotiate with the Town any potential additions to the Rate within two (2) years from the date of signing this Agreement.

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. 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 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.

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, 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. Renewal or Extension of Term

15.1 The term of this Agreement shall automatically renew for two (2) additional terms of five (5) years each, unless:

- (a) the County is in material default of its obligations under the Agreement;
or
- (b) County provides written notice not less than 180 days prior to the expiry of the current term or the first renewal term (as applicable) that it does not wish to renew the Agreement for an additional term.

16. Dispute Resolution

16.1 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.

17. Notice

17.1 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: rproulx@legal.ca
or at such other place as the Town may, from time to time, in writing, designate.

17.2 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;

17.3 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.

18. General

- 18.1 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.
- 18.2 The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds.
- 18.3 Time shall be of the essence of this Agreement.
- 18.4 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.
- 18.5 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.
- 18.6 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.
- 18.7 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 except as expressly set out in this Agreement.
- 18.8 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.
- 18.9 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.
- 18.10 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.

- 18.11 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.
- 18.12 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.
- 18.13 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.
- 18.14 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.
- 18.15 This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.
- 18.16 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"
CONNECTION SYSTEM

****Insert** schematic of Customer Connection System, including all meters, valves, flow restrictors and back flow preventers that outlines or assigns the specific service connection requirements

SCHEDULE "B"

RATES

The Rate shall be equal to the rate paid by the Town to the Town of Morinville to purchase water pursuant to the Tri Party Agreement, as amended from time to time, plus a surcharge of \$0.24m/3.

SCHEDULE "C"
AUTHORIZED CUSTOMERS