



**As a landowner taking on the water utility previously purchased by another party, you agree to the water pipeline operation guidelines as outlined below...**

**1. The Member shall:**

- a. pay the Co-op for water delivered to him through the Pipeline in accordance with the fee schedule set by the Co-op from time to time;
- b. pay any applicable Goods and Services Tax;
- c. preferably pay for water by automatic deduction from his bank account;
- d. pay a fee of \$30.00 with respect to any payment returned or rejected for "non-sufficient funds";
- e. permit the Co-op and its duly authorized agents, during normal business hours, and upon 24 hours notice to the Member, or in an emergency situation, without notice to the Member, to enter the Land and view the state of repair of the Pipeline and connections thereto;
- f. immediately advise the Co-op of any problems he encounters with the use or operation of the Pipeline or the quality and / or quantity of the water flowing from the Pipeline;

**2. The Member shall not:**

- a. tamper with or otherwise interfere with the Pipeline;
- b. interfere with any of the Co-op's employees, agents or sub-contractors in the performance of their duties;
- c. use the water supplied through the Pipeline in any manner contrary to any valid law, rule, regulation, ordinance or by-law of any government or government agency or authority, whether federal, provincial or municipal; or,
- d. waste any water supplied to the Member through the Pipeline.

**3. The Co-op shall:**

- a. operate the Pipeline using a non-pressure trickle system;
- b. give the Member at least 60 days notice in writing of any change in its fee schedule;
- c. comply with all applicable public health and environmental codes, laws, rules, regulations, ordinances or by-laws;
- d. test water delivered through the Pipeline periodically in accordance with all applicable public health and environmental codes, laws, rules, regulations, ordinances or by-laws;

- e. promptly notify each Member of any degradation in the quality of the water delivered through the Pipeline;
  - f. maintain proper, complete and up to date records of all water test results, maintenance and complaints; and,
  - g. be responsible for the acts and omissions of its employees and sub-contractors.
4. The Member may have delivery of water to him temporarily suspended provided he pays the required stand-by fee and re-connection fee to the Co-op.
5. The Co-op may, in its sole and absolute discretion, and at the Member's expense, install a meter at the Member's connection to the Pipeline.
6. The Member agrees and understands that delivery of water through the Pipeline may be reduced or stopped, or the quality of such water degraded, by drought or other failure of supply, repairs and maintenance, governmental action or regulation, whether federal, provincial or municipal, public health and environmental concerns, strikes or lockouts, weather conditions, the unavailability of labour, materials and/or equipment, deliberate or negligent acts of third parties, acts of God and, without in any way limiting the generality of the foregoing, any contingency over which the Co-op has no control and accordingly the Member agrees that the Co-op shall not be responsible or liable for reimbursing the Member for any costs, expenses, or damages whatsoever suffered or incurred by the Member as a consequence of any reduction or stoppage in delivery of water through the Pipeline or degradation in such water.
7. **If the Member:**
  - a. is in breach of any his obligations under this Agreement; or,
  - b. fails to make any payment when the same falls due;  
the Co-op may, at its option:
  - c. disconnect the Member's access to the Pipeline;
  - d. perform or cause to be performed any of the Members covenants or obligations; and,
  - e. fine the Member as assessed by the Board of Directors of the Co-op;without prejudice to any of its other rights and remedies under this Agreement or at law or at equity.
8. The Member shall indemnify the Co-op with respect to all fees and expenses incurred by the Co-op in exercising or enforcing or attempting to enforce this Agreement including, without limiting the generality of the foregoing, legal costs as between solicitor and client, and allowances for time, work, and expense of the Co-op and its agents, employees and sub-contractors.
9. The Member shall pay the Co-op interest at a rate of 12% per cent per annum on any monies owing from the date the same are payable to and including the date the same are paid.
10. The Member hereby charges and mortgages the Land to the Co-op to secure the payment of all monies, present or future, at any time owing by the Member to the Co-op under this Agreement.

11. Where the Co-op has disconnected a Member's access to the Pipeline the Member may apply to the Co-op to be reconnected provided:
  - a. he has paid the Co-op all payment in arrears, costs, fines and accrued interest thereon; and,
  - b. he has given the Co-op such security as the Co-op may require for the due performance of his obligations under this Agreement.
12. The Member may not assign, transfer or otherwise dispose of his rights under this Agreement other than to a subsequent transferee of the Land and only then if such transferee immediately becomes a party to a water delivery agreement with the Co-op.
13. The parties agree that there are no representations, warranties, collateral agreements, or conditions affecting this agreement, other than as expressed herein in writing.
14. In the event that the Member is aggrieved by any decision or action of any agent, employee or sub-contractor of the Co-op the Member may, upon payment of a fee of \$100.00 to the Co-op, have his grievance heard by the full board of directors of the Co-op and decision of such board of directors with respect to such grievance shall be binding upon all the parties thereto.
15. No Provision of this agreement shall be deemed to be waived unless such waiver is in writing. Any waiver of any default committed by any of the parties in the observance of the performance of any part of this agreement shall not extend to or be taken in any manner to affect any other default.
16. This agreement may only be altered, amended or annulled by the unanimous consent in writing of all the parties.
17. This Agreement shall be governed by the laws of the Province of Alberta and the parties attorn to the jurisdiction of the Courts of the Province of Alberta.
18. This agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, successors and assigns.

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Member Signature

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Date