

WINTERGREEN WOODS WATER UTILITY LTD.

Box 666
Bragg Creek, AB
T0L 0K0

MEMBER AGREEMENT (May 2017)

This Agreement is made in duplicate this _____ day of _____ A.D. 20____

Between:

WINTERGREEN WOODS WATER UTILITY LTD, a cooperative association incorporated according to the laws of the Province of Alberta (hereinafter called the 'Utility')

And

_____ (hereinafter called the 'Member')

The management and administration of the Utility are conducted by the Board of Directors - a volunteer group of members whose appointments are the result of a vote at the Annual General Meeting - hereinafter called the "Board".

With this MEMBER AGREEMENT in consideration of the mutual covenants and payments herein, the parties agree as follows:

1. The Utility agrees to supply to the Member, and the Member agrees to take, water from the Water Supply System pursuant to the terms of this Agreement.

2. Water shall be delivered to the Member's lands (herein referred to as the 'Lands') described as follows:
 - a. Street Address: _____

3. The Member agrees that he shall only make use of the water provided under this Agreement for the following purposes and for no other purpose:
 - a. Domestic water use for a single family dwelling (residential consumption and normal garden use).
 - b. Should the Member wish to use the water for any purpose other than as described above **including underground sprinkler systems, swimming**

pools or additional dwellings on the property the Member shall seek the written approval of the Board of Directors of the Utility prior to any such use.

- c. Should a member be found in breach of the limitations described in 3a and 3b use of water, the member will be subject to financial penalties as determined by the Board and described in Section 17.

4. The Member shall pay to the Utility, in accordance with the rate schedules authorized by the Board and approved by members through a vote at the Annual General Meeting, (i) a monthly fee (the 'Initial Membership Fee') until such a time as the Member physically hooks up to the Water Supply System, and (ii) thereafter, a scheduled fee (the 'Water Utilization Fee') for water accessibility.

5. The Utility shall invoice the Member for fees payable under Section 4 and all invoices shall be paid by the Member within THIRTY (30) days of issuance.

6. The Member agrees to pay his proportionate share of any costs associated with the maintenance and repair of the 'Water Supply System' and any other necessary expenses incurred by the Utility which, in the reasonable opinion of the Board of Directors of the Utility, are not adequately covered by the monthly rates collected from all other members of the Utility or are extraordinary items, such proportionate share of costs to be paid within THIRTY (30) days from the date of invoicing by the Board of Directors of the Utility (hereinafter referred to as the 'Costs').

7. The Member shall pay interest at a rate equivalent to the prime interest rate then quoted by The Royal Bank of Canada plus one percent (1%) per annum, on any amounts which are not paid when due under Section 4, Section 6 or Section 25 hereof until paid.

8. The Member agrees to be responsible for its obligations under this Agreement notwithstanding that the Member may rent, lease or otherwise allow persons other than himself to reside in the premises supplied with water pursuant to the terms of this Agreement.

9. The Member agrees that neither the Board or Utility be held liable for any deficiency in the source of supply or water arising out of any malfunction of the Water Supply System, the equipment or material thereof, or for any causes beyond the control of the Board or Utility.

10. The Member agrees to restrict his water usage from time to time as directed by the Utility upon the Board determining that there is a shortage or impending shortage of water or a maintenance requirement that requires restricted consumption of water through the issuance of a "Conserve Water Order".

11. The Member agrees that in the event of a "Conserve Water Order", the Member agrees not to store water in containers, sinks or bathtubs for future consumption.

12. **Pressure Reducing Valves** hereinafter called "PRV". The Utility Maintenance Operator of the Wintergreen Woods water supply system has tested the water pressure into some Wintergreen properties and determined that the pressure is above the recommended value of 60 psi. This includes all properties in Wintergreen Way due to pressure at the distribution pump and possibly other properties in Wintergreen Woods at higher elevations due to gravity. There is presently no method to regulate this pressure. As a result, the Utility recommends that a PRV be installed at the home where necessary. It is the responsibility of the Member to have their water pressure tested and if required, have a PRV installed by a licensed plumber. The Utility is not responsible for any damage related to overpressure and is not responsible for the costs associated with testing or installation of a PRV.

13. Despite the presence of **Fire Hydrants** at various locations around the Wintergreen subdivision, the system is not approved for fire suppression purposes. Members shall acknowledge this limitation. In addition, the Members agree not attempt to connect to or tamper with these Fire Hydrants.

14. The Members acknowledge that the Utility's Board of Directors (the Board) are volunteer board members from the Wintergreen community who are committed to act honestly and in good faith with a view to the best interests of the Utility in relation to all actions and decisions made on behalf of the Utility.

15. The Member agrees to be bound by the by-laws and the supplemental by-laws of the Utility in force and effect from time to time, and any resolutions passed at any general meeting of the members of the Utility.

16. The Member covenants to obtain all of the water requirements in respect of the Lands from the Utility to the extent that the Utility is able to provide same and agrees not to drill a water well or participate in a water well or to enter in to any agreement with third parties for the supply of water which has not been previously approved in writing on behalf of the Board, which approval shall not be unreasonably withheld.

17. Upon the failure of the Member to comply with any covenant required to be observed by the Member under this Agreement (herein referred to as an 'Event of Default') the Utility may, upon notice to the Member, declare all or any part of any amounts payable under this Agreement to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, and the Utility may proceed to exercise its rights and remedies as are provided under this Agreement or at law or in equity.

18. Upon the occurrence of any Event of Default, the Utility may (i) suspend the supply of water, until the Member shall have rectified such Event of Default to the satisfaction of the Utility, acting responsibly, or for such other reasonable period of time as determined by the Utility, (ii) terminate the supply of water by the Utility to the Member, or (iii) terminate the Member's membership in the Utility in accordance with the Utility's by-laws and shall forfeit their portion of the Equity Share equal to the amount initially paid as a tie-in fee) upon the Member paying all amount owing to the Utility. The Member shall pay to the Utility such charges as the Utility may require prior to any reconnection or reestablishment of water supply to the Lands following such suspension or termination.

19. The order and manner in which the Utility's rights and remedies are to be exercised shall be determined by the Utility, in its sole discretion, and all payments received by the Utility, shall be applied first to the costs and expenses of the Utility in exercising such remedies, second, to the payment of accrued and unpaid interest due under this Agreement to and including the date of such

payment, and third, to the payment of all unpaid fee payments or monthly rates due under this Agreement.

20. A waiver of the Utility of any Event of Default shall not extend to, or be taken in any manner whatsoever to effect the right of the Utility with respect to any subsequent Event of Default, whether similar or not.
21. The Member agrees to be liable for any damage to the Water Supply System, or to any other water system from which the Utility obtains its water supply, occasioned by any act, accident or omission on the part of the Member or on the part of any other person renting, leasing, or other authorized person occupying or using, the Lands unless done with the written concurrence of the Utility.
22. Subject to Sections 20 and 21, the Member will indemnify and save harmless, (as to its proportionate share) the Utility's directors from and against any and all costs, charges or expenses reasonably incurred in respect of any action or proceeding to which the directors are made a party by reason of being or having been directors of the Utility.
23. The directors shall not be entitled to indemnification herein contained where the directors did not act honestly or in good faith with a view to the best interests of the Utility in relation to the action or proceeding for which the directors seek indemnification.
24. Any indemnification of the directors shall be reduced insofar as insurance proceeds are received in relation to the action or proceeding for which the directors seek indemnification.
25. Upon the Member transferring ownership to the Lands, the Member shall automatically cease to be a member of the Utility and shall lose all membership privileges associated therewith, but shall continue to be liable under this agreement until the Member shall have satisfied all outstanding obligations of the Member of the Utility.

26. Any notice, request, demand, consent or other communication provided for or permitted hereunder shall be in writing and given by personal delivery, or sent by registered mail, postage prepaid, or by telegram, email or other means of telecommunication, addressed to the Utility at: Box 666, Bragg Creek, Alberta T0L 0K0 or to the Member at the address last provided to the Utility by the Member.

27. This Agreement shall ensure to the benefit of and be binding upon the parties and their respective heirs, successors, personal representatives and permitted assigns.

28. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta. The parties hereto irrevocably submit and attorn to the jurisdiction of the courts of the Province of Alberta, and in particular to the courts of the Judicial District of Calgary. For all matters arising hereunder.

29. No modification of this Agreement shall be effective unless the same is in writing and signed by both parties hereto.

30. In the event that any term or provisions of this Agreement shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

31. The parties agree that a caveat may be registered against the Lands as a result of this Agreement.

Time shall be on the essence of this Agreement.

This Member Agreement (May 2017) is duly executed upon submission of the first fee payment of the 2017-18 fiscal year as presented at the Annual General Meeting.

Alternate means of execution include physically signing the following:

IN WITNESS WHEREOF the parties have duly executed this Agreement on the day and year first above written.

Per _____ Wintergreen Woods Water Utility Ltd

Per _____ Member

_____ Witness

Member Name and Mailing Address (please print)

