

## WATER AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE THIS 1<sup>st</sup> DAY OF JANUARY, 2011,

BETWEEN:

**THE CITY OF MEADOW LAKE**, a municipal body corporate having an office at the City of Meadow Lake, in the Province of Saskatchewan,  
(hereinafter called "the City")

- and -

**THE FLYING DUST FIRST NATION** in the Province of Saskatchewan as represented by the Chief and Council,  
(hereinafter called "the Band")

WHEREAS the City owns and operates a water supply and production system serving the residents of the City;

- and -

WHEREAS Flying Dust First Nation has cost-shared in a portion of the capital components of the existing City water infrastructure;

- and -

WHEREAS Flying Dust First Nation desires a continuance of municipal service delivered by the City to supply potable water to the Band.

- and -

WHEREAS the City agrees to supply potable water to Flying Dust First Nation.

- and -

WHEREAS Flying Dust First Nation has been and will be responsible for the capital construction of all water systems within the reserve boundaries and connections therefrom to the City systems;

- and -

WHEREAS Flying Dust First Nation and the City are both desirous of maintaining, and where required, developing systems for the adequate provision of water services to their respective communities;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements herein contained, the PARTIES covenant and agree as follows:


1. The City shall supply potable water to Flying Dust First Nation and Flying Dust First Nation agrees to pay for such water at the rate of five dollars and fifty-five cents (\$5.55) per one thousand (1,000) gallons subject to any future increases that are billed to the City residents. The City will provide six months' notice prior to any increases coming into effect.
  - 1.1 Flying Dust First Nation and the City agree that water meters located at:
    - a) The Water Treatment Plant for water delivered to Flying Dust First Nation users residing east of the Water Treatment Plant;
    - b) The individual residences of Flying Dust First Nation users residing west of the Water Treatment Plant will be read following each three (3) month period ending March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup> of each year and the City will render an account for water consumed by the Band as recorded by the said meters for each three (3) month period and the Band will pay each invoice within thirty (30) days of the said billing;
  - 1.2 All accounts are to be sent to the Chief, Flying Dust First Nation, 8001 Flying Dust Reserve, Meadow Lake, Saskatchewan, S9X 1T8.
  - 1.3 In the event that the Band fails to make payment to the City as hereinbefore stated, and when the City has received verification that funding disbursements from INAC to the Band have not been delayed nor interrupted, then the City shall exercise the right to discontinue services to the Band.
2. The City and the Band agree to cost share any and all capital expenditures during the term of this Agreement involving the water treatment plant and raw water storage facilities, water mains, water reservoir, as they have in the former agreement on the basis of an estimated total City/Band populations at the time of the project. All such shared capital expenditures shall be on the basis of actual cost for which the City shall bill the Band upon completion of the project and final cost is known.

The City agrees to provide the Band with budgets, technical/engineering information and diagrams, for any capital utility project that the City wishes the Band to cost share in. The Band, through its Chief and Council, shall have the opportunity to review said information for no less than thirty (30) days, after which the Band shall be given an opportunity to present to the City its concerns, opinions, or suggestions with respect to the said proposed capital utility projects at least thirty (30) days prior to the City entering into any contract for the construction of a said capital utility project.

3. This Agreement may not be assigned in whole or in part without the prior consent in writing of both the Band and the City.
4. This Agreement ensures to the benefit of and is binding upon the Band, its successors and assigns, and the City its successors and assigns.
5. This Agreement is deemed to have commenced on the 1<sup>st</sup> day of January, 2011, and will continue until the 31<sup>st</sup> day of March, 2013.
6. Either party hereto will have the option to renew this Agreement giving notice in writing to the other of its intention to renew at least three (3) months prior to the expiration hereof, and so on from time to time in perpetuity.
7. The Band will be responsible for the maintenance and repair of its own water systems.

IN WITNESS WHEREOF the Chief and Council on behalf of the Flying Dust Band hereunto set their hands this 16<sup>th</sup> day of June, 2011.

FLYING DUST FIRST NATION

  
Chief

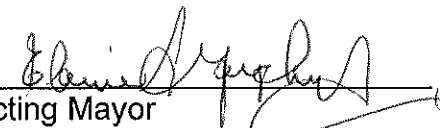


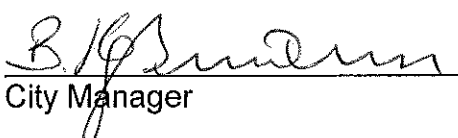


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IN WITNESS WHEREOF the City of Meadow Lake has hereunto affixed its seal attested by the hands of its proper officers in that behalf, this 20<sup>th</sup> day of June, 2011.

CITY OF MEADOW LAKE

  
Acting Mayor

  
City Manager