

WATER AND SANITATION SERVICES AGREEMENT

DATED as of this 16 day of June 2015 ("Effective Date")

between:

The City of Iqaluit, a municipal corporation, incorporated

pursuant to the laws of Nunavut ("City")

and

Bouygues Building Canada Inc. and Sintra Inc.

("Customer")

WHEREAS:

On October 28, 2014, Bouygues Building Canada Inc. and Sintra Inc. carrying on business as an unincorporated joint venture as the Design-Builder for the project and acting jointly as the Customer ("Customer") for the Iqaluit International Airport Improvement Project ("Development") applied for a Development Permit with the City's Department of Planning and Development ("Department") and requested the provision of water and sanitation services for its workers camp facility ("Facility") as set out in Schedule "A" to this Agreement;

The property where the proposed Facility is to be situated is currently owned by the Government of Nunavut (the "GN");

The Planning and Development Department rejected the Development Permit request to allow construction of the facility, on the grounds that the camp water use exceeds the threshold of 2000 l/day for residential, commercial and institutional developments according to article 7.5.4 of the City's General Plan or By-law 703;

The Project scheduled construction activities are to expand by summer of 2015 which will require an increase in workforce well over the lodging capacity at the Navigator Inn that the Design-Builder is currently leasing for the Project's duration. The Facility is intended to be a temporary facility, until the Project's delivery in 2017 where by then the structure will be dismantled;

Upon completion of the Project at or around 2017, the Customer shall remove the Facility to the satisfaction of the City, acting reasonably;

The Development will require access to certain services identified within this Agreement, including but not limited to water and sewer;

It is intended that at the peak of the construction season (summer months), the Facility will house sixty workers. Water use at the camp facility will be solely for sanitation purposes such as showers, toilets and urinals, and for clothes washing;

The City and the Customer have identified the terms and conditions upon which the City will supply access to the City Services as set out in this Agreement on a without prejudice basis and without setting a precedent; and

The City agrees to provide the Customer with access to the City Services and the Customer agrees to purchase access to the City Services upon the terms and conditions hereinafter set forth.

The Parties agree that By-Law No. 200, and any updates, as to the establishment, operation, maintenance and alteration of a water supply and sewage system and for the levying and collecting of water and sewage services charges ("By-Law") pursuant to the *Cities, Towns and Villages Act*, as amended from time to time, shall apply as does the Solid Waste By-Law 709 (September 14, 2010) and the Solid Waste By-Law 341 (March 27, 1995) (collectively the "Solid Waste By-Law");

NOW THEREFORE in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the City and the Customer each agree with the other as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

In this Agreement, and the recitals hereto, except as otherwise expressly provided or as the context otherwise requires, the following words and phrases will have the meanings hereinafter set forth:

"Authorizations" collectively means all necessary licenses, permits, consents, orders and other authorizations required by the City in accordance with this Agreement;

"City" means the municipal corporation of City of Iqaluit;

"City Services" means the water and sewer and garbage pickup services that are provided by the City which are being extended and provided to the Customer as is described in Article 4 of this Agreement;

"City Systems" collectively means the Water System and the Sewer System;

"Container Connector" means the water and sewer connector(s) which is/are installed by the Customer on the Facility for the purpose of enabling the City's connection of the City Service to the Facility.

"Customer" means Bouygues Building Canada Inc. and Sintra Inc. acting jointly for the purposes of the Agreement;

"Service Lines" means the service connections, pipes, branch lines, valves and other equipment beginning from the connection made to the City Systems as depicted in Schedule "B" of this Agreement;

"Director of the Department" means the Director of the Department;

"Development" has the meaning ascribed in recital A hereof;

"Force Majeure" means an event beyond the reasonable control, and not attributable to the negligence or willful misconduct of the party affected, including but not limited to the following: flood, earthquake, storm, lightning, fire, drought, flood, explosion, war, riot, civil disturbance, strike, sabotage or electrical outage, provided, however, that Force Majeure shall not include any equipment failure due to normal wear and tear or due to neglected maintenance or repair;

"Municipality" means the City of Iqaluit;

"Subsequent Connection" means a connection, if any, to the Service Lines through which the Customer may provide the City Services to any other individual, corporation, partnership, incorporated association, municipality, government body or any other entity;

"Sewer System" means the system operated and maintained by the City through which the City collects, manages and transports sewage, but does not include the Service Lines;

"Water Bylaw" means the City's Water Bylaw as amended or any succeeding bylaw;

"Water System" means the system operated and maintained by the City through which the City is either supplied with or distributes water for Customer use, but does not include the Service Lines;

1.2 References

Any reference made in this Agreement to:

(a) "this Agreement" means this agreement, including the Schedules hereto, as it may from time to time be supplemented or amended and in effect;

(b) "herein", "hereof", "hereby", "hereto", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other provision hereof, and include any and every amendment, restatement, replacement, variation, supplement or novation hereof;

(c) this Agreement, including without limitation, any agreement collateral or ancillary to this Agreement and any agreement contained in a Schedule hereto, shall, unless otherwise indicated, be construed as a reference to such agreement as it may have been, or may from time to time be, amended, restated, replaced, varied, extended, renewed, supplemented or renovated;

(d) Sections, Articles or Schedules, unless otherwise indicated, shall be construed as references to the Sections and Articles of and Schedules to this Agreement, as the case may be. The provisions of each Schedule shall constitute provisions of this Agreement as though repeated at length herein;

(e) any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity; and

(f) except where otherwise specified, any reference to a statute includes a reference to such statute and to its regulations, with all amendments in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute or regulation.

1.3 Interpretation

For all purposes of this Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) the headings are for convenience of reference and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;

(b) any reference to a currency is a reference to Canadian currency;

(c) "in writing" or "written" includes printing and typewriting, which may be communicated by facsimile or email;

(e) the word "including", when following any general statement, term or matter, is not to be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather is to be construed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;

(f) any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding such statute or such regulation; and

(g) words importing the masculine gender include the feminine or neuter gender and words importing the feminine gender include the masculine or neuter gender and words in the singular include the plural, and words importing the neuter gender include the masculine or feminine gender and words in the plural include the singular.

1.4 Invalidity of Provisions; Severability

If any covenant, obligation or agreement of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

1.5 Waiver

No failure or delay on the part of any party in exercising any right, remedy, recourse, power or privilege (for the purposes of this Section 1.5, collectively, a "Right") under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any Right preclude any other or further exercise thereof or the exercise of any other Right. Except as may be limited herein, any party may, in its sole discretion, exercise any and all Rights available to it under this Agreement or any other remedy available to it at law or in equity and such Rights may be exercised concurrently or individually without the necessity of making any election.

1.6 Governing Law, Attornment

This Agreement shall be governed by and construed in accordance with the laws of the Territory of Nunavut and the laws of Canada applicable therein and the parties hereto hereby irrevocably attorn to the jurisdiction of the courts of Nunavut.

1.7 Interpretation Not Affected by Party Drafting

Each party hereto acknowledges that he, she or it and his, her or its legal counsel have reviewed and participated in settling the terms of this Agreement, and the parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

1.8 Enurement

This Agreement shall enure to the benefit of be binding upon the parties hereto and their respective successors and permitted assigns.

1.9 Schedules

The following are the schedules attached to and incorporated in this Agreement by reference and deemed to be part hereof:

Schedule A – Customer Services

Schedule B - Service Lines

ARTICLE 2 - CONDITIONS PRECEDENT

2.1 Conditions Precedent

Notwithstanding anything else herein contained, this Agreement shall be subject to the condition that all required Authorizations are obtained by the Customer, including but not limited to the City's approval of any necessary permits or otherwise.

The Conditions Precedent are for the exclusive benefit of the City and the Customer. In the event that any of the Conditions Precedent are not satisfied, fulfilled or performed on or before the date that is two (2) months from the Effective Date then this Agreement shall be null and void unless the City and the Customer waive in writing the satisfaction, fulfillment or performance of any such Conditions Precedent.

In the event this Agreement becomes null and void, each of the City and the Customer shall be released from all of their respective obligations under this Agreement.

ARTICLE 3 – LICENSE TO ACCESS CITY SYSTEMS

3.1 Grant of License

To the extent it becomes necessary, the City agrees to provide the Customer with the right and license to connect the Service Line to the City Systems for the purpose of accessing and providing the City Services to the Development.

3.2 No Exclusive Possession

The City and the Customer each acknowledge and agree that (i) a permit and/or license granted herein does not extend to or provide the Customer with a right of exclusive access to the City Systems and that the City Systems shall be and at all times remain public property and (ii) the permit and/or license granted herein does not confer to the Customer any interest in, on or to the City Systems or any part thereof. Except for the requirements of this Agreement, nothing in this Agreement or the permit and/or license granted herein shall be construed in any way to restrict or regulate the City's future use, designs, plans, methods, or other factors that may affect the City's future operation of the City Systems.

3.3 No Encumbrances

The Customer shall not grant, create, incur, assume or permit or suffer to exist any security interest, hypothecation, mortgage or other encumbrance upon or with respect to the City System, the Service Line or any part thereof.

ARTICLE 4 – CITY SERVICES TO BE PROVIDED

4.1 City Services Provided

Provided that all terms and conditions of this Agreement are satisfied, the City agrees to furnish the Customer with the following City Services in accordance with the terms and conditions of this Agreement:

- a) water supply;
- b) sewer system disposal and collection; and
- c) garbage pickup.

More specifically, the City Services are set out in further detail in Schedule "A" to this Agreement.

ARTICLE 5 – CONNECTION OF CUSTOMER SERVICE LINES TO CITY SYSTEMS

5.1 Connection of Customer Service Lines to the City Systems

The Customer shall be solely responsible, at its cost and expense for the design and construction of the Service Lines and physical connection to the City Systems, if at all, including, but not limited to valve(s), pressure reducing valve, backflow preventor, and vault for housing the meter(s), the valve(s), and the preventor or otherwise, if at all.

5.2 Compliance with Applicable Bylaws and Other

The Customer shall comply with all of the City's bylaws concerning water and sewer services. For further clarity, the Parties agree that:

- a) no kitchens are permitted in in the Camp Facility;
- b) the City may inspect the premises as permitted by law or as permitted and/or required by City bylaw;
- c) the volume of sewage transmitted by the City Systems shall not exceed 38,000 litres during any 24 hour period;
- d) the volume of water transmitted by the City Systems shall not exceed 19,000 litres during any 24 hour period;
- e) ensure they have a clean Container Connection which shall be maintained on a regular basis; the Customer has the responsibility to ensure that the Container Connection is kept clear at all times to prevent anything from happening to the connections;
- f) the City reserves the right to test/verify the Container Connection at its discretion and ask/direct that the same be cleaned, including making it a requirement at the cost of the Customer that a cover be placed on the Container Connection during the months when it is not in use;
- g) test non-routine parameters, if requested by the City the Customer shall, at the its cost test non-routine parameters (non-routine parameters for the purposes of this Agreement are defined those except for B.O.D., C.O.D., pH, suspended solids, oil and grease, and phosphorous);
- h) if so requested by the City, shut off the sewage and/or water flow so necessary repairs or maintenance of the City Systems may be carried out as deemed required by the City at its discretion;
- i) the City may inspect the Container Connection at any time in the course of this Agreement; and
- j) To be clear, the City reserves all and any rights it has in relation to the provision of water and sewer services. Nothing limits the authority of the City unless expressly herein set out.

ARTICLE 6 – CITY SERVICE LIMITATIONS AND INTERRUPTIONS

6.1 No Guarantee or Warranty

The City agrees to provide the Customer the right to connect to the City Systems in accordance with this Agreement. The Customer acknowledges and agrees that the City does not guarantee quality, quantity, pressure or uninterrupted availability of service(s) provided. When a connection to the Water System is being contemplated as part of the City Services to be provided, the Customer acknowledges and agrees that the volume and pressure of the water supplied under this Agreement may not support a fire protection system or a fire hydrant.

6.2 Interruption of Service

The Customer acknowledges and agrees that the City may at any time:

- a) interrupt the City Services if:
 - i. in the City's opinion, there is a availability or demand issue on the City Systems;
 - ii. the City is maintaining or repairing the City Systems;
 - iii. where it is practical to do so, and in particular in the case of sewer services, in the event that the Container Connection ruptures or leaks and the Customer does not attend to repairs forthwith, the City may discontinue the City Services until such time as the rupture or leak is repaired;
 - iv. the City, in its sole discretion, decides there is an emergency requiring the interruption of the City Services;
- b) permanently stop the City Services if continuing such access creates operational concerns for the City, or if the Agreement is terminated pursuant to Section 8.2 or Section 8.3 of this Agreement;
- c) for nonpayment of charges, fees or surcharges ("Service Charges") levied by the City pursuant to this Agreement;
- d) for contravention of the By-Law;

6.3 Where the City Service is interrupted and/or discontinued, neither the City nor its employees or any municipal officials shall be liable for any costs or damages resulting from the discontinuance of any City Service provided under this Agreement.

6.4 Where a City Service is interrupted and/or discontinued under this Agreement, the City shall, when it is practical to do so, give notice prior to the City Service being interrupted and/or discontinued.

ARTICLE 7 – SERVICING FEES

7.1 City Service Charges

The Customer shall pay the fees, charges, and/or rates (Service Charges) pursuant to the By-Law and the Solid Waste By-Law and as follows:

- i. Water access charge based on the number of cubic meters of water access provided to Customer pursuant to this Agreement and calculated as follows:
 - number of cubic meters of water provided to Customer per cubic meter the rate established by the City from time to time pursuant to the Water and Sewer Bylaw.
 - Sewer charge based on the number of cubic meters of sewage collected from Customer pursuant to this Agreement and calculated as follows:
 - Per cubic meter rate established by the City from time to time pursuant to the Sewer Service Bylaw.

7.2 Billing and Payment

Bills for Service Charges are due and payable not later than twenty-one (21) days after the date of mailing. Bills are considered to be paid when the payment is received at the Municipal Office, or at such other place as may be determined by the City and the Customer. Overdue bills shall be subject to the Late Payment Charge as set out in the By-Law. Liability to pay bills shall not be affected by any defect in the form of bill or non-receipt of a bill. Owner liability to pay Service Charges, enforcement of payment and enforcement as set forth in the By-Law apply to this Agreement. In addition, if such failure to pay continues for sixty (60) additional days, the City thereafter shall have the option, in addition to any other remedies available to it in the By-Law, at law or in equity, of interrupting and/or discontinuing the City Services and/or terminating this Agreement, provided that the City shall give the Customer thirty (30) days' written notice of its intention to exercise either or both of such options, and the Customer shall, at any time prior to formal termination of this Agreement, be entitled to pay up in full all amounts owing for the City Services provided with interest charges thereon.

ARTICLE 8 - TERM AND TERMINATION

8.1 Term

This Agreement shall commence on the Effective Date and shall continue in effect until it is terminated pursuant to the provisions of this Article 8.

8.2 Termination

- a) The City may, without prejudice to any other right or remedy it may have, immediately terminate this Agreement by written notice to the Customer if the Customer:
 - i. becomes bankrupt or insolvent or is so adjudged;
 - ii. makes a general assignment for the benefit of creditors;
 - iii. becomes the subject of any law, direction or order respecting liquidation or winding-up;

- iv. permits any third party to gain any interest in or any use of the Service Line without the City's prior written consent;
 - v. if the Customer fails to maintain the Container Connection in regular proper condition and/or fails to provide for ready access by the City to the Container Connection;
 - vi. if the Customer breaches this Agreement (i.e. attempts to install an illegal kitchen in the Facility)
 - vii. attempts to assign this Agreement without the City's prior, written consent.
- b) The Customer may, without prejudice to any other right or remedy it may have, immediately terminate this Agreement by written notice to the City.

8.3 Termination for Default

In the case of default by one of the parties ("Defaulting Party") in carrying out any of the provisions of this Agreement, the party not in default (the "Non-Defaulting Party") may give notice thereof to the Defaulting Party. If the Defaulting Party fails to commence to remedy such default within sixty (60) days after the receipt of such notice and fails to diligently complete such remedy thereafter, the Non-Defaulting Party may, in addition to any other remedy that may be available at equity or at law, forthwith terminate this Agreement upon notice to the Defaulting Party (the "Default Termination Notice"). For further clarity, clauses 802, 803 and 804 herein apply.

ARTICLE 9 LIABILITY AND INDEMNITY

9.1 The Customer shall pay for the legal and administration fees incurred by the City in relation to the preparation and administration of this Agreement up to and including the amount of eight thousand dollars (\$8,000.00).

ARTICLE 10 LIABILITY AND INDEMNITY

10.1 Liability for Service Line and Connection

- a. The Customer acknowledges and agrees that it is solely liable and responsible for all costs and liabilities arising from the construction, operation and maintenance of the Service Lines and that the City has no and will not gain any interest in the Customer Service Lines, which are solely at the Customer's risk;
- b. The Customer agrees that any City Services provided under this Agreement shall pass from the City to the Customer at the connection point of the City Systems and the Service Lines. At such connection point the Customer shall be deemed to be in control of and be responsible for such service and any risk of loss related thereto. If the Service Lines ruptures or otherwise leaks and the Customer does not immediately attend to making the necessary repairs, the City may:
 - i. stop the service(s) until the needed repairs are completed by the Customer; or

- ii. make the needed repairs and charge all the reasonable repair costs to the Customer, which will be payable to the City on demand.

10.2 Indemnity

The Customer agrees to indemnify, defend and hold the City harmless for any losses, damages, expenses, law suits or judgments from and against any claim or threat of any claim of liability in conjunction with personal injury, death, or damage to and loss of property to the Customer or third parties caused or alleged to have been caused by the connection of the ~~Customer~~ Service Lines to the City Systems or the provision of the City Services to the Customer being provided under this Agreement.

ARTICLE 11 GENERAL

11.1 Notices

Any notice, consent, authorization, direction or other communication required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery or by telex, fax or similar telecommunications device and addressed as follows at the City of Iqaluit:

City of Iqaluit

Add address

Attention: Add name

in the case of the Customer, to it at:

■

Any notice, consent, authorization, direction or other communication delivered as aforesaid shall be deemed to have been effectively delivered and received, if sent by telex, telecopier or similar telecommunications device on the Business Day next following sending of such transmission or, if delivered, to have been delivered and received on the date of such delivery provided, however, that if such date is not a Business Day then it shall be deemed to have been delivered and received on the Business Day next following such delivery. Either party may change its address for service by notice delivered as aforesaid.

11.2 Entire Agreement

This Agreement and the schedules, together with all agreements and other documents to be delivered pursuant to this Agreement, constitute the entire agreement between the parties pertaining to the subject-matter of this Agreement and supersedes all prior agreements understandings, negotiations and discussions, whether oral or written, of the parties, and, except as stated, contain all of the representations and warranties of the respective parties. This Agreement may not be amended or modified in any respect, except by written instrument executed by the parties.

11.3 Time of Essence

Time shall be of the essence of this Agreement.

11.4 Restriction on Assignment/Transfer

- a. This Agreement shall ensure to the benefit of the Parties hereto and their respective successors, administrators and (permitted) assigns. The Customer may not assign this Agreement. If the Customer sells, leases, or assigns all or part of his/her/its interest in the Development, the Service Lines, or either of them, the buyer, lessee or assignee that obtains the interest of the existing Customer must apply to the City to become a new Customer;
- b. The Parties each acknowledge and agree that this Agreement only creates personal covenants between the City and the Customer that neither run with nor create a benefit to the City Systems capable of protection by the registration of an interest.

11.5 Further Assurances

The Parties hereto shall and will at all times, and from time to time hereafter, and upon every reasonable written request so to do, make, do, execute, deliver, or cause to be made, done, executed, and delivered all such further acts, deeds, assurances, and things as may be required for more effectually implementing and carrying out the true intent and meaning of this Agreement.

11.6 Force Majeure

If either party shall be unable to carry out any obligation under this Agreement due to Force Majeure, this Agreement shall remain in effect, but such obligation shall be suspended for the period necessary as a result of the Force Majeure, provided that:

- a. the non-performing party gives the other party written notice not later than forty-eight (48) hours after the occurrence of the Force Majeure describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and the expected duration of this disability, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure and the disability;
- b. the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; and
- c. the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding any of the foregoing, the settlement of strikes, lockouts, and other labour disputes shall be entirely within the discretion of the affected party, and such party shall not be required to settle any strike, lockout or other labour dispute on terms which it deems inadvisable.

For further clarity, given that the Facility is located further than three hundred (300) feet from a fire hydrant, the Parties agree that the City shall not be liable in any way for fire prevention and/or fire loss.

11.7 Survival

All representations, warranties and indemnities set out in this Agreement shall survive the termination or expiration of this Agreement.

11.8 Counterparts

This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The parties hereto acknowledges and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

11.9 By-Laws Supersede

In the event of a contradiction, inconsistency or otherwise between this Agreement and the By-Law and/or the Solid Waste Bylaw, the City bylaws shall supersede.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

The City of Iqaluit

Per: _____

Name: Muhamud Hassan

Title: CAD

Bouygues Building Canada Inc.

Per: _____

Name: Bernard Senovci

Title: Design-Build Director

Sintra Inc.

Per: _____

Name: Patrice Richard

Title: DESIGN-BUILDER
DEPUTY DIRECTOR

SCHEDULE "A"
("CUSTOMER SERVICES")

The Customer Services provided pursuant to this Agreement are as follows:

1. For 2015
 - 1.1 Water usage during peak period of the camp facility occupancy (July, August and September, on average 50 persons occupying the camp facility due to personnel rotations): about 5000 l/day or a total of 460,000 liters for the period;
 - 1.2 Water usage for June and October (about 20 persons occupying the camp facility these 2 months): 1850 l/day or a total of 112,850 liters for the period; and,
 - 1.3 The average water consumption throughout 2015 will be 1570 l/day.
2. For 2016
 - 2.1 Water usage for June (about 20 persons occupying the camp facility): 1850 l/day or a total 55,000 liters for the period;
 - 2.2 Water usage during peak period of the camp facility occupancy (July, August and September): about 5000 l/day or a total of 460,000 liters for the period;
 - 2.3 Water usage for October and November (about 30 persons occupying the camp): 3000 l/day or a total 183,000 liters for the period; and,
 - 2.4 The average water consumption throughout 2016 will be 1900 l/day.
3. For 2017
 - 3.1 Water usage for June (about 10 persons occupying the camp facility): 900 l/day or a total 27,000 liters for the period;
 - 3.2 Water usage during peak period of the camp facility occupancy (July, August and September, on average 20 persons occupying the camp): about 1850 l/day or a total of 170,000 liters for the period; and
 - 3.3 The average water consumption throughout 2017 will be 550 l/day.

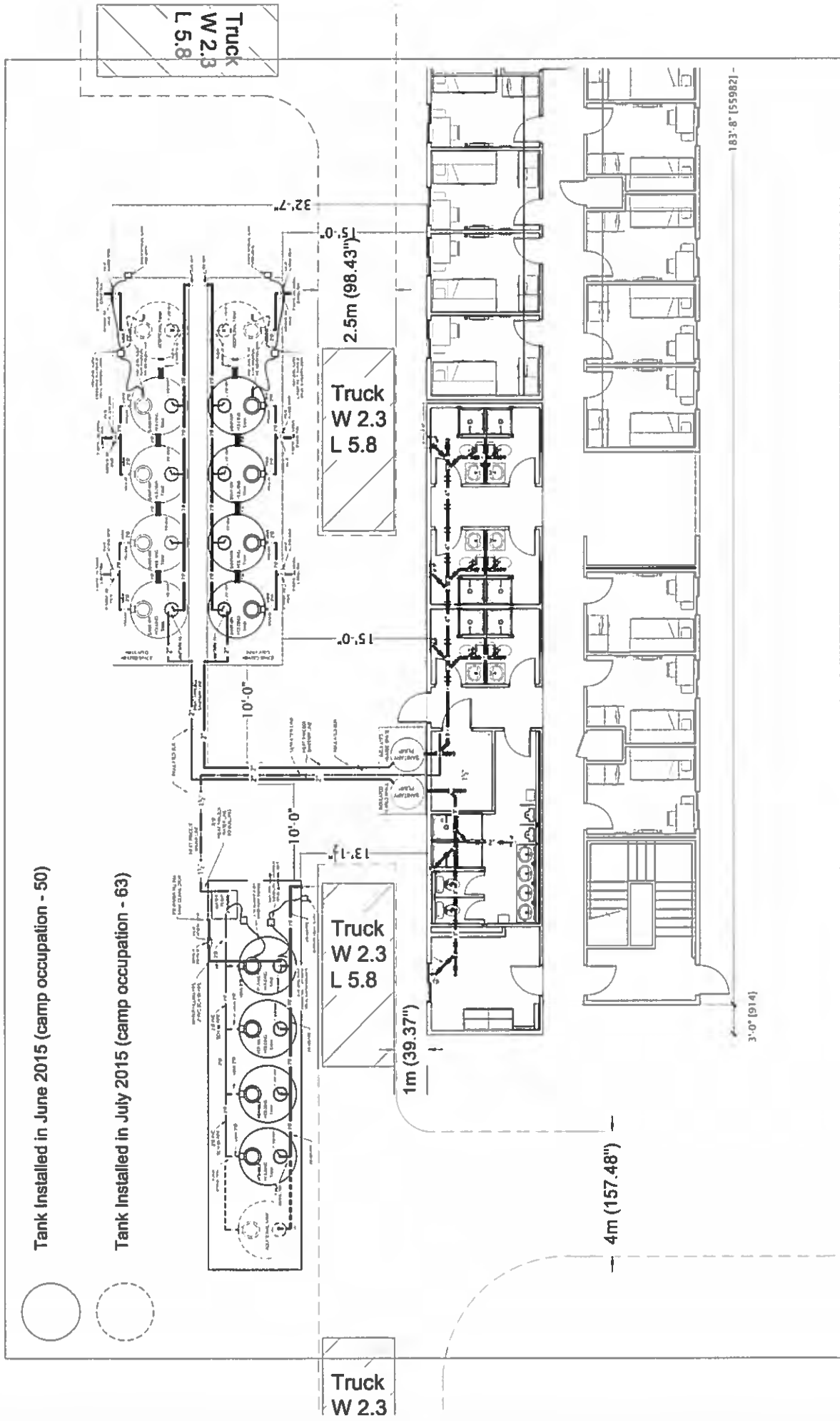
SCHEDULE "B"

("Service Lines")

The Service Line as referred to in this Agreement is defined as follows:

Tank Installed in June 2015 (camp occupation - 50)

Tank Installed in July 2015 (camp occupation - 63)



THE MUNICIPAL CORPORATION OF THE CITY OF IQALUIT

BY-LAW No. 787

WATER AND SEWER SERVICES BY-LAW AMENDMENT ("By-law Amendment")

BEING a By-law of the Municipal Corporation of the City of Iqaluit in Nunavut to provide for the establishment, operation, maintenance and alteration of a water supply and sewage system and for the levying and collecting of water and sewage services charges, pursuant to Sections 77.1, 77.2, 77.3, 81, 82, 85 and 169 of the *Cities, Towns and Villages Act*;

WHEREAS Section 77.1 and Section 169 of the *Cities, Towns and Villages Act*, R.S.N.W.T., 1998, c.8, provide authority for the City to establish, levy and collect charges for water and sewer services;

WHEREAS the Bouygues Building Canada Inc., Sintra Inc. and the City of Iqaluit intend to enter in a Water and Sanitation Services Agreement ("Agreement") in 2015;

NOW THEREFORE the City Council of the Municipal Corporation of the City of Iqaluit, in a regular session duly assembled, enacts as follows:

- 1) The attached Schedule H shall be added to By-law #200 – Water and Sewer Services By-law ("By-law");
- 2) This By-law shall expire December 31, 2017.
- 3) In the event of a contradiction between this By-law Amendment and the By-law, the By-law Amendment shall supersede the By-law for the limited purpose of giving effect to the terms and conditions of the Agreement.

EFFECTIVE DATE

This By-law shall come into effect on the Third and Final Reading.

SCHEDULE "H"

**CHARGES FOR WATER SUPPLY AND THE USE OF THE SEWAGE
SYSTEM FOR BOUYGUES BUILDING CANADA INC & SINTRA INC,
IQALUIT INTERNATIONAL AIRPORT IMPROVEMENT PROJECT**

That the water rate is increased as follows:

Call Out – Trucked Water and Sewer – After Regular Service Hours

\$500.00 per call plus metered water