

## BYLAW NO. 4/2006

### A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH THE HIGHWAY 41 WATER UTILITY TO COLLECT WATER PAYMENT ARREARS THROUGH THE TAX ROLL

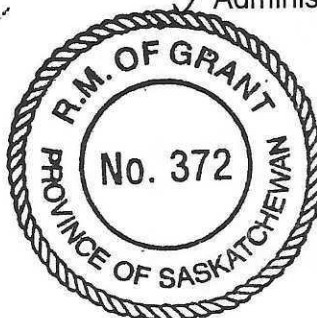
The Council of the Rural Municipality of Grant No. 372, in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Grant No. 372 is hereby authorized to enter into the Agreement identified as Utility Account Collection Agreement, attached hereto and forming part of this Bylaw, with the Highway 41 Water Utility.
2. The Agreement specified herein is to provide collection of water payment arrears through the tax roll.
3. The Reeve and Administrator of the Rural Municipality of Grant No. 372 are hereby authorized to sign and execute this Agreement attached and identified as Utility Account Collection Agreement.



  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator



July 11/06  
Certified a true copy of Bylaw No. 4/2006  
adopted by Resolution No. 149/06

  
Brenda Skakun ( Administrator )

## UTILITY ACCOUNT COLLECTION AGREEMENT

BETWEEN:

**THE RURAL MUNICIPALITY OF GRANT NO. 372**  
(the "R.M")

AND:

**HIGHWAY 41 WATER UTILITY**  
(the "Utility")

### RECITALS

- A. The Utility is a public utility board created by bylaw of the R.M, and by other municipalities.
- B. The Board has entered into certain connection and supply agreements with its subscribers.
- C. Pursuant to the terms of those agreements, and other provisions of law, including those set forth in The Municipalities Act of Saskatchewan, and such legislation as may amend or replace that Act from time to time, by the utilities subscriber shall take the form of or shall be converted into taxes on the land owned By the subscriber, and shall be added to the tax roll of the R.M.

**NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

1. Where the Utility intends to have recourse to enforcement by the R.M, the Utility shall require the subscriber to enter in to a written agreement, which agreement shall contain a provision whereby the subscriber agrees to make payment, and further agrees that any payments not made may be added to the taxes on the subscriber's land.
2. At the end of each calendar year, the Utility shall immediately inform the R.M as to the amount owed by any subscriber that is over 90 days in arrears, and shall provide a copy of any agreement upon which the Utility relies.
3. Upon notification by the Utility, pursuant to the previous paragraph, the R.M shall add the amount of payments in arrears to the taxes owing on the land owned by the subscriber, and referenced in the written agreement provided by the Utility.
4. Upon adding such sum to taxes, the R.M shall use its best efforts to collect the sum added thereto, in a manner consistent to that used by the R.M in collecting property taxes owed to the R.M.
5. Upon collecting any sum added to taxes, the R.M shall be entitled to add to the amount owing, any interest, penalty and costs permitted to the R.M, and before remitting sums collected to the Board, may deduct therefrom any costs incurred in collecting the sum added to taxes.

6. Notwithstanding that an amount owing shall have been referred to the R.M, the Utility shall continue to use its best efforts to collect sums owing to it. In the event that the Utility shall collect any such sum or portion thereof, it shall immediately advise the R.M, and shall pay any costs incurred by the R.M in attempting to collect.
7. Without limiting the right of the Utility to sooner act, the Utility agrees that it shall terminate or suspend service to any subscriber who is more than 120 days in arrears, unless the Utility and R.M shall agree in writing that the service shall not be suspended.
8. The parties hereto shall execute such documents or assurances as may be necessary for the purposes of giving effect to the intent to this agreement.
9. This agreement shall enure to the benefit of the parties hereto, as well as to the benefit of the respective assigns.

IN WITNESS WHEREOF the parties hereto have affixed their seals duly attested to by their proper officers this 11<sup>th</sup> day of July, 2006.



THE RURAL MUNICIPALITY OF GRANT NO. 372

Per: \_\_\_\_\_

Per: \_\_\_\_\_



HIGHWAY 41 WATER UTILITY

Per: \_\_\_\_\_

Per: \_\_\_\_\_