

TOWN OF ITUNA
BYLAW 5-95

A BYLAW TO PROVIDE ENTERING INTO AN
AGREEMENT RESPECTING WATER SERVICES

THE COUNCIL of the Town of Ituna, in the Province of Saskatchewan
enacts as follows:

- 1) THAT the Town of Ituna is hereby authorized to enter into
an agreement, attached hereto and forming part of this bylaw
and identified as Exhibit A, with Mr. Matt Daciew for the
purpose stated within the agreement.
- 2) THAT the Mayor and Administrator of the Town of Ituna are
hereby authorized to sign and execute the attached
identified as Exhibit A.

This bylaw comes into force on the date of signing of the Agreement.

Quadio Mearfick
MAYOR

(SEAL)

Sylvia Sherry
ADMINISTRATOR

CERTIFIED A TRUE COPY OF BYLAW 5-95
PASSED BY RESOLUTION OF COUNCIL ON
OCTOBER 17, 1995.

(SEAL)

Sylvia Sherry
ADMINISTRATOR

W A T E R A G R E E M E N T

THIS AGREEMENT MADE IN DUPLICATE THE 24th DAY OF October
IN THE YEAR NINETEEN HUNDRED AND NINETY FIVE.

BETWEEN: TOWN OF ITUNA, of Ituna, in the Province of Saskatchewan
herein called the "seller" of the FIRST PART

AND: MATT DACIW, of Ituna, in the Province of Saskatchewan herein
called the "purchaser" of the SECOND PART.

WHEREAS the party of the SECOND PART is desirous to purchase
water from the party of the FIRST PART: AND,

WHEREAS the party of the FIRST PART agrees to sell water to
the party of the SECOND PART.

NOW THEREFORE, this agreement witnesseth as follows that is
to say:-

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

THE SELLER AGREES:-

1. to provide a supply of water for domestic purposes to the purchaser.
2. to make available a constant supply of water insofar as is possible but the seller can and may limit the supply of water to the purchaser to the extent as water limitations may be imposed by the Town of Ituna to domestic consumers within the corporate limits of the Town of Ituna and the seller is not liable in any way whatsoever for any failure in water supply.
3. to require the purchaser to install a meter at the expense of the purchaser for the purpose of calculating water consumption, if the seller deems it expedient.
4. in this agreement, the term "domestic consumer" shall mean a person using water for household purposes only who shall have the same rights and privileges as a domestic consumer within the Town of Ituna insofar as the use of water is concerned.

THE PURCHASER AGREES:-

1. to use the water for domestic purposes only, any breach of this condition will entitle the seller to discontinue the supply of water.
2. to supply service connections at his own expense for the purpose of obtaining water supply and to maintain at his own expense all connections and pipes between the water main and outlets on the property owned by the purchaser.
3. to pay to the seller a sum of five hundred dollars (\$500.00) as a frontage payable in the said Town of Ituna, the said sum being in addition to any charge made for actual consumption of water.
4. to pay to the seller a charge for the actual amount of water consumed on a rate equal to that as may be in effect from time to time in the said Town of Ituna for the supply of water.

It is further agreed between the seller and purchaser that if at any time the land owned by the purchaser and supplied by water under this agreement is annexed to the said Town of Ituna, this agreement will ipso facto come to an end.

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It is further agreed between the parties hereto that if at any time the purchaser defaults in any payment due under the terms of this agreement, the seller may discontinue the water supply and take any necessary steps to recover any outstanding amounts due.

It is further agreed that this agreement and everything herein shall respectively inure to the benefits of, and be binding upon the parties hereto, their heirs, executors, successors and assigns respectively.

In witness whereof the Town of Ituna has caused its respective corporate seal to be affixed hereto attested by its proper officers in that behalf and the party of the Second Part has hereunto set his hand and seal, this 24th day of October A.D. 1995.

SIGNED, SEALED, & DELIVERED

in the presence of

Sylvia Cherry
WITNESS As to the party of the
Second Part

Maryanne M. Mahanah
WITNESS

M. Dacur
PARTY OF THE SECOND PART

TOWN OF ITUNA

PER:
Dennis M. Maffei
MAYOR

Sylvia Cherry
ADMINISTRATOR