

TOWN OF ITUNA

BYLAW NO. 6 - 98

A BYLAW TO PROVIDE ENTERING INTO AN
AGREEMENT RESPECTING SEWAGE DISPOSAL SERVICES

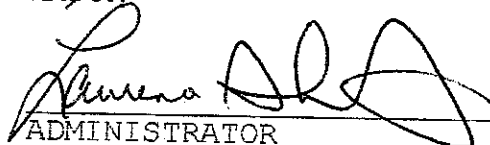
THE COUNCIL of the TOWN OF ITUNA, in the Province of
Saskatchewan,
enacts as follows:

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
Daciw 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 the
Agreement.



MAYOR



ADMINISTRATOR

SEAL

Exhibit A

SEWAGE DISPOSAL AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE THE 20 DAY OF October IN THE YEAR NINETEEN HUNDRED AND NINETY EIGHT.

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 sewage disposal services from the party of the FIRST PART: AND,

WHEREAS the party of the FIRST PART agrees to provide sewage disposal services 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:-

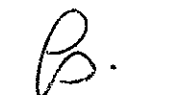
1. to provide sewage disposal services for domestic purposes to the purchaser.
2. to make available sewage disposal services insofar as is possible but the seller can and may limit the supply of sewage disposal services to the purchaser to the extent as sewer limitations may be imposed by the town of 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 sewage disposal services.
3. to require the purchaser to supply and install all sewer lines and necessary equipment at the expense of the purchaser for the purpose of installing the sewage disposal services.
4. in this agreement, the term "domestic consumer" shall mean a person using sewage disposal services 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 sewage disposal is concerned.

THE PURCHASER AGREES:-

1. to use the sewage disposal services for domestic purposes only, any breach of this condition will entitle the seller to discontinue the supply of sewage disposal services.
2. to supply sewer pipe, trenching and service connections at his own expense for the purpose of obtaining sewage disposal services and to maintain at his own expense all connections and pipes between the sewer main and outlets on the property owned by the purchaser.
3. that the Town of Ituna shall not be responsible for any problems associated with sewer lines due to insufficient slope or elevations.
4. to pay to the seller a charge for actual sewage disposal services 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 sewage disposal services.

It is further agreed between the seller and purchaser that if at any time the land owned by the purchaser and supplied by sewage disposal


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services under this agreement is annexed to the said Town of Ituna, this agreement will ipso facto come to an end.

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 and sewer supply distribution 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 20 day of October A.D. 1998.

SIGNED, SEALED, & DELIVERED

in the presence of

Lawrence Shurtz
WITNESS AS to the party of the
Second Part

WITNESS

M. Dasiw
PARTY OF THE SECOND PART

TOWN OF ITUNA

PER:

Abraham
MAYOR

Lawrence Shurtz
ADMINISTRATOR