

VILLAGE OF PAYNTON

BYLAW NO. 2/04

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT
TO PROVIDE WATER AND SEWER SERVICES

The council of The Village of Paynton in the Province of Saskatchewan enacts as follows:

1. The Village of Paynton is hereby authorized to enter into an agreement, attached hereto and forming part of this bylaw, and identified as "Exhibit A".
2. The Mayor and Administrator of the Village of Paynton are hereby authorized to sign and execute the attached agreement identified as Exhibit A.




MAYOR


ADMINISTRATOR

This agreement made in duplicate this 13th day of June, 2005.

Between:

The Village of Paynton
("the Village")

and

Poundmaker Band No. 345
("the Subscriber")

Whereas the Village of Paynton has constructed works for the supply, collection, treatment, storage and distribution of water and:

Whereas the Subscriber is desirous of utilizing those works and:

Whereas the Village agrees to supply the said water to the Subscriber on the terms and conditions hereinafter set forth:

Now, therefore, the parties agree as follows:

1. The Village shall supply and deliver potable water to the Subscriber at the following location:
Portion SW 36/46/21/W3
2. The Village does not guarantee to the Subscriber the quantity, quality, pressure or uninterrupted supply of the water supplied and the Subscriber shall exempt and hold the Village harmless from all claims, losses or damage arising therefrom.
3. The Subscriber shall be responsible for the repair and maintenance of all lines beyond the curb stop. Should such a line require repair or maintenance, the Subscriber shall immediately repair it to the satisfaction of the Village. Should the Subscriber fail to do so, the Village may enter on the lands and buildings where the line is situated, make the necessary repairs and charge the costs hereof to the Subscriber.
4. The water supplied hereunder shall be solely for the Subscriber's use and shall not be resold or distributed to others.
5. The water supplied hereunder shall be for domestic use only.
6. The Subscriber shall not allow any other person any access whatsoever to the water supplied hereunder and no connections to the service line shall be made.

CHARGES:

1. The Subscriber shall pay to the Village a \$200.00 Water Meter Deposit to be refunded if the service is no longer needed and all Utility Bills are paid up to date.
2. The Subscriber shall pay to the Village such charges for the services supplied as approved from time to time under the Village of Paynton Bylaws. The Subscriber will be

2. All covenants and obligations of the Subscriber under this Agreement shall be kept and observed at the sole cost of the Subscriber and not the Village.
3. This Agreement shall take effect
4. The Subscriber shall indemnify and save harmless the Village, its officers, employees, agents or contractors, from and against and shall be responsible for any action, cause of action, suit, claim, liability, loss, damages, costs and expenses including reasonable solicitor/client fees, administration fees and disbursements, and any other proceeding whatsoever and by whomever made, for personal injury, death, environmental impact or property damage, whether by reason of anything done or omitted to be done, negligence or otherwise, from the performance or any default or delay in performance of its obligations under this Agreement, or from the remedying of such default by the first mentioned party, its agent, contractor, employee or licensee.
5. The Village shall not be liable to the Subscriber for any injuries including death, loss or damages be it personal or property, on the part of the Subscriber which may arise from the performance, omission of the performance, default or remedying of default of the Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first mentioned above written.


MAYOR


CHIEF


ADMINISTRATOR


ADMINISTRATOR

