

TOWN OF OUTLOOK

BYLAW NO. 16(2000)

A BYLAW OF THE TOWN OF OUTLOOK TO PROVIDE FOR ENTERING INTO AN AGREEMENT UNDER SECTION 175(1)(a) OF THE URBAN MUNICIPALITY ACT, 1984.

The council of the Town of Outlook in the Province of Saskatchewan, enacts as follows:

1. The Town of Outlook in hereby authorized to enter into an agreement, attached hereto and forming part of this bylaw, and identified as "Exhibit A", with:

OUTLOOK WEST REGIONAL PIPELINE ASSOCIATION of the Province of Saskatchewan

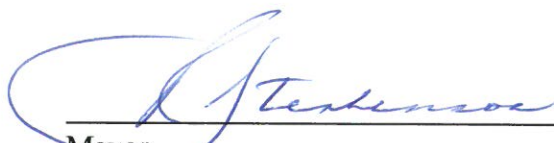
for the purpose stated within the agreement.

2. The Mayor and Town Administrator of the Town of Outlook are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".

INTRODUCED AND READ a first time this 19th day of December, 2000..

READ a second time this 19th day of December, 2000.

READ a third time and adopted this 19th day of December, 2000.



Mayor


(SEAL)



Administrator

Certified a true copy of Bylaw No. 16(2000)
of the Town of Outlook adopted by
resolution of Council on the 19th day
of December, 2000, A.D.

(SEAL)



Administrator

BETWEEN:

Outlook West Regional Pipeline Association
With offices in the Rural Municipality of Fertile Valley,
In the Province of Saskatchewan

(hereinafter called the "Association")

AND:

The Town of Outlook

(hereinafter called "the Town of Outlook")

Agreement between Outlook West Regional Pipeline Association and Town of Outlook to use/share the Town of Outlook's river pumphouse site.

WHEREAS the Outlook West Regional Pipeline Association has constructed a pipeline to provide a supply of water and requires authorization to locate its pump within the Town of Outlook's existing pump site;

AND WHEREAS the Town of Outlook has agreed to grant permission on the terms and conditions hereinafter contained;

AND WHEREAS the Town of Outlook has granted rights from the Crown to use the current site of their pumphouse adjacent to the South Saskatchewan River;

NOW IT IS HEREBY AGREED as follows:

1. Subject to the conditions hereinafter contained, the Town of Outlook hereby consents to the construction by the Association of a building to house the Association's pump, pump equipment, water meter, electric meter and associated equipment.
2. The said construction shall be carried out at the expense of in all respect of the Association. The Association will, prior to proceeding with construction, obtain approval from the Town of Outlook.
3. In the construction of the building, the Association shall comply with all reasonable directions and regulations of the Town of Outlook, and shall provide by ensure proper protection to prevent injury or impediment to the main pumping function of the Town of Outlook and any other parties that the Town grants or has granted a right to in regard to the use of the site. The Association shall save harmless the Town of Outlook against all and every expense to be associated by the construction of the said building.
4. The Association shall bear all responsibilities incidental to the construction of the building hereby authorized, and shall at all times keep the Town of Outlook effectively indemnified against all claims, proceedings, damages and costs by or at the instant of any person or body in relation to said construction.

5. The Association will construct with the best materials of their respective kinds in accordance with the pre-approved plans of the Town of Outlook, and shall ensure that the building is finished to match the exterior finish of existing structures.
6. The Association shall not, without written consent of the Town of Outlook, assign its rights in this agreement.
7. The Town of Outlook shall grant to the Association full access to the site of the Association's pump and associated structures and this access shall be deemed to be an easement in favour of the Association.
8. The Association agrees to pay the Town of Outlook an annual sum of \$2400.00, to be paid on a monthly basis, for the rights granted to it under this agreement. This amount is due and payable from January 1st, 1999 until said agreement is cancelled. The payment shall be deemed to be rent and upon payment by the Association, plus payment of other invoiced amounts under this agreement, the Association shall have been granted an ongoing tenancy at will.
9. The Association agrees to pay in addition to the annual sum, upon receipt of an invoice from the Town of Outlook, an appropriate share of the costs incurred by the Town of Outlook to maintain the river intake system, including the associated costs such as dredging, sump cleaning and any other costs deemed necessary by the Town of Outlook, to maintain the wet well site. The Association's share shall be determined on a pro-rated basis, based upon the number of gallons pumped by the Town of Outlook as a ratio to the gallons pumped by the Association. The Association will provide an annual figure of gallons used and this is the figure the Town of Outlook will use as a basis for the Association's share of costs. The determination of each party's share shall also take into consideration the water used by third party's.
10. The Association shall be required to install, at its own expense, a raw water meter to measure in cubic meters water pumped. To arrive at a imperial gallon figure, each cubic meter shall be equal to 220 imperial gallons.
11. It is understood by the parties to this agreement that in event of low water supply the Association would be required to shut down their system to ensure adequate water supply for the Town of Outlook. The Town of Outlook must notify the Association, so that the Association may shut down their system themselves. The Town of Outlook requirements shall be a priority. The Town of Outlook is under no obligation to ensure a constant water supply to the Association.

12. It is understood that the Town of Outlook is under no obligation to notify the Association of any uncontrolled low water situation that may affect their system. However, as stated in item #11, the Association must be notified as soon as possible so that they may shut down their system and notify their subscribers of the water shut down. The Association requires a minimum of 24 hours notification for any planned shut downs or maintenance. The Association shall assume all liability for any damage to their equipment that might occur due to raw water shortages.
13. It is understood by the parties to this agreement that in the event future improvements are required for the intake system to the pump the costs would be shared using the same formula as stated in item #9. All improvements and the Association's share of costs must be approved by the Association's board before work is undertaken.
14. The Association will be required to carry adequate insurance necessary for replacement of its facilities in the event of fire, and is responsible for indemnifying the Town of Outlook for any increase in insurance premiums caused as a result of the Association's construction of the existing site.
15. The Association shall pay the legal costs with respect to the preparation and completion of this agreement.
16. The Town of Outlook warrants that it has authority to grant the Association the rights granted pursuant to this agreement and is not in violation of any agreement between itself and the Province of Saskatchewan.
17. All obligations imposed upon the Association by this agreement shall extend to and be binding upon all successors, assigns, subtenants and mortgagees or other encumbrances of the Association.
18. In the event of a dispute over any of the terms in this agreement, but in particular over the invoicing by the Town of Outlook, the parties agree to resolve the dispute through arbitration in accordance with the rules and regulations for arbitration in the Province of Saskatchewan.
19. For the purpose of this agreement, the Association's rights shall be deemed to be those of a tenant under a lease agreement and should the Association fail to observe, comply with or perform any of the terms, covenants, or conditions of this agreement, the Town of Outlook shall have the rights extended by law to a Landlord but in particular the right to:

- Perform or cause to be performed the covenants or obligations then in default or any part thereof, and for such purpose may do such things as may be required, including without limitation, entering the Association's structure and doing such things upon or in respect to the pump and building as the Town of Outlook considers requisite or necessary. All costs, expenses and expenditures made or incurred plus further fifteen (15%) per cent for the Town of Outlook's overhead and supervision shall be payable as deemed additional rent. The Town of Outlook shall have no liability to the Association for any loss, damages, interference or inconvenience caused by or resulting from any action or re-entry by the Town of Outlook.
- Take possession of the Association's infrastructure including all improvements.

20. The Town of Outlook assumes no responsibility or liability to any of the Association's water users and in the event of any action or proceeding against the Town of Outlook by one of the Association's water users, the Association shall indemnify and save harmless the Town of Outlook.

21. The terms of this agreement would be ongoing but subject to annual review as requested by either party to this agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this day and year as stated below.

OUTLOOK WEST REGIONAL PIPELINE ASSOCIATION

Al Robert
Chairman



Dawn Fontaine
Secretary - Treasurer

Signed and sealed this 15th day of January, 2000. *ASD*
RF

THE TOWN OF OUTLOOK

A. Stinson
Mayor

M. Munro
Administrator

(seal)

Signed and sealed this 19th day of December, 2000