

Authorize Agreement

RURAL MUNICIPALITY OF CRAIK NO. 222

BYLAW NO 2021-02


A BYLAW TO PROVIDE FOR THE MUNICIPALITY TO ENTER INTO AN AGREEMENT WITH THE TOWN OF CRAIK

The Council of the Rural Municipality of Craik No. 222 in the Province of Saskatchewan enacts as follows:


1. In this bylaw:
 - a. "Administrator" shall mean the administrator of the municipality;
 - b. "Council" shall mean the council of the municipality;
 - c. "Head of council" shall mean the reeve of the municipality, as the case may be;
 - d. "Municipality" shall mean the Rural Municipality of Craik No. 222;
2. The Rural Municipality of Craik no. 222 is hereby authorized to enter into an agreement with the Town of Craik for the purpose stated within the agreement.
3. The agreement is attached hereto and forms a part of this bylaw, and is identified as "Exhibit A".
4. The head of council and the administrator are hereby authorized to sign and execute the agreement described as "Exhibit A".



True Certified Copy
Read a third time and adopted
This 13th day of May, 2021.



Reeve



Administrator



Administrator

WATER SUPPLY AGREEMENT

THIS AGREEMENT made effective as of the 31st day of March, 2021.

BETWEEN:

R.M. of Craik No. 222
(Owner of Craik Dam)

AND -

Town of Craik
(Consumer)

WHEREAS the R.M. of Craik No. 222 owns, operates and maintains a dam which is the water source for the Town of Craik Water Plant;

AND WHEREAS the Craik Dam has available a sufficient supply of water that, when properly treated, will be suitable for the domestic purposes of the Consumer;

AND WHEREAS the consumer has requested to be interconnected to the Craik Dam to obtain a water supply;

1. SUPPLY

The R.M. of Craik No. 222 shall supply water to the Consumer's intake located at the Craik Dam on the NE 23-24-28-W2M.

2. POINT OF DELIVERY

The point of delivery shall be at the property line between the Consumer's property and the public right of way or pipeline easement. Title to, risk and control of the water shall pass from the Owner to the Consumer at the point of delivery.

3. OWNERS FACILITIES

The R.M. of Craik No. 222 shall be responsible for the Craik Dam operation and maintenance.

4. CONSUMERS FACILITIES

The Consumer shall own and be responsible for all the facilities once water has passed through the intake valve.

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5. WATER SUPPLY INTERRUPTIONS

In the event the R.M. of Craik No. 222 plans to interrupt the water supply for more than four (4) hours to perform necessary repairs or maintenance. The R.M. of Craik No. 222 will contact the Consumer at least twenty-four (24) hours in advance of the scheduled date and estimate duration of the water supply interruption. Such repairs will be completed in the shortest possible time to minimize any inconvenience to the Consumer; however, the R.M. of Craik No. 222 cannot guarantee return -to-service times and will not be responsible for water supply in the interim.

In no event shall The R.M. of Craik No. 222 be liable to the Consumer if the supply of water under this Agreement is interrupted due to the following events: line or other breakage, an act of God, storm, fire, flood, ice conditions, weather conditions, epidemic, explosion, earthquake, lightning, a war, revolution, insurrection, riot, blockage, sabotage, civil disturbance, vandalism, or any other unlawful act against the public or authority, a shortage of necessary labour, strike, walkout or other industrial disturbance, or actions taken in the interest of public safety.

6. RELEASE & INDEMINITY

In consideration of the R.M. of Craik No. 222's supplying water for the Consumer's use and benefit, the Consumer hereby releases and forever discharge the R.M. of Craik No. 222 from all claims, demands, damages, actions or causes of action arising or to arise by reason of the Consumer's use of the water, and from all claims or demands whatever in law or in equity which the Consumer, or the public, executors, administrators or assigns can, shall or may have against the R.M. of Craik No. 222 by reason of the Consumer's use of the water.

The Consumer agrees that it shall indemnify and save harmless the R.M. of Craik No. 222 from and against any and all claims, demands, damages, actions or proceedings by whomsoever made brought or prosecuted and from and against any and all loss, damages, fines, expenses, fines or orders incurred by the R.M. of Craik No. 222 or their employees, representatives or agents, all of which are based upon, or arise out of, the Consumer's use of the said water.

7. TERM

The term of this Agreement shall be for a period of twenty (20) years for the date first written or until such time as the Owner discontinues use of the Craik Dam.

8. NOTICES

All notices required or permitted to be given by one Party to the other shall be given in writing by personal delivery, email or by mail, postage prepaid, addressed or delivered to the other Party as follows:

Owner: R.M. of Craik No. 222, P.O. Box 420, Craik, SK S0G 0V0, PH: 306-734-2242, Fax: 306-734-2257 or Email: rm222@sasktel.net.

Consumer: Town of Craik, P.O. Box 60, Craik, SK S0G 0V0, PH: 306-734-2242, Email: town.craik@sasktel.net

WATER SUPPLY AGREEMENT

Or at such other address or addresses as may be given by either of them to the other from time to time. Any *notice shall* be deemed to be given and received, if delivered, on the day in which it was delivered, and if mailed, on the third business day following the day it was mailed, and if sent by facsimile transmission, on the first business day following the day it was dispatched, and if emailed, on the first business day following the day it was sent. No Party shall mail any notice during a postal strike, or work stoppage or work slowdown, or if any such postal strike, work stoppage or work slowdown is imminent and may be anticipated to affect the normal delivery thereof.

9. CONFIDENTIALITY

Information that is claimed by a disclosing Party to be of a confidential or proprietary nature and that is furnished or made available pursuant to the terms of the Agreement shall be treated by the other Party as constituting confidential information, except as may be required by law.

10. ENTRIE AGREEMENT

The Parties agree that there are no implied agreement or covenants of any kind by or on behalf of either of the Parties which shall arise from anything in this Agreement. This Agreement supersedes all communications, negotiations and agreements written or verbal relating to the subject matter of this Agreement.

11. AMENDMENTS

No amendments to this Agreement shall be effective unless it is in writing and signed by each of the Parties.

12. GOVERNING LAW

This Agreement shall be governed by the law of the Province of Saskatchewan and any disputes arising shall be subject to the exclusive jurisdiction of those courts.

13. SEVERABILITY


If any provision of this Agreement is determined by a court of law to be unenforceable, invalid or unlawful, such provision shall be considered to be separate and severable from this Agreement and this Agreement and the remaining provisions hereof shall remain in full force and effect and shall be binding upon the Parties hereto.

14. TERMINATION

Either Party may, at its sole discretion, terminate this Agreement by ninety (90) days written notice to Either Party.

WATER SUPPLY AGREEMENT

IN WITNESS WHEREOF the Parties hereto have executed these presents as of the day and year first above written.


R.M. of Craik No. 222 – Reeve




Town of Craik - Mayor

