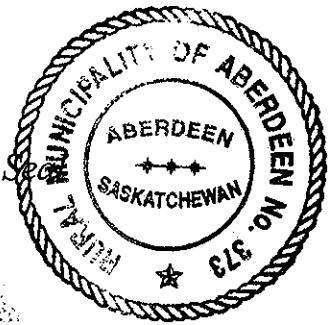


**RURAL MUNICIPALITY OF ABERDEEN NO. 373
BYLAW 2006-03**


The Council of the Rural Municipality of Aberdeen No. 373 in the Province of Saskatchewan, hereby enacts as follows:

The Reeve and the Administrator are hereby authorized to enter into a Public Utility Servicing and Collection Agreement with the Rural Municipality of Corman Park No. 344, the Rural Municipality of Grant No. 372, and Highway 41 Water Utility, in the form appended to this Bylaw as "Schedule A".





Reeve

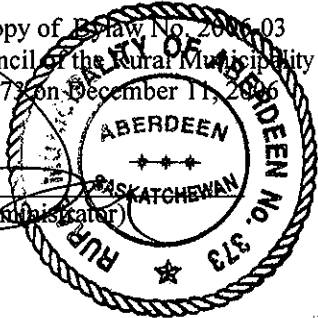


Administrator

Certified a true Copy of Bylaw No. 2006-03
passed by the Council of the Rural Municipality
of Aberdeen No. 373 on December 11, 2006



Gary Dziadyk (Administrator)



**PUBLIC UTILITY SERVICING
AND COLLECTION AGREEMENT**

BETWEEN:

THE RURAL MUNICIPALITY OF CORMAN PARK No. 344
(the "R.M.")

AND:

THE RURAL MUNICIPALITY OF GRANT No. 372
(“Grant”)

THE RURAL MUNICIPALITY OF ABERDEEN No. 373
(“Aberdeen”)

HIGHWAY 41 WATER UTILITY
(the “Utility”)

RECITALS

- A. The Utility is a public utility board created by bylaw of Aberdeen and Grant.
- B. Grant and Aberdeen have, pursuant to section 33 of *The Municipalities Act* (the “Act”) delegated to the Utility the powers vested in them by sections 23 to 31 of the Act.
- C. The Utility will be connecting to a water supply located within the City of Saskatoon, and will of necessity be required to run transmission pipelines through the RM’s jurisdiction.
- D. The Utility has received expressions of interest to connect to the Utility’s transmission system from landowners located within the jurisdiction of the RM.
- E. The R.M. is willing to permit such landowners to connect to the Utility, and to permit the Utility to provide service to such landowners, upon the terms and conditions set forth in this Agreement.
- F. The RM wishes to facilitate the ability of the Utility to carry on its operations and to have recourse to the powers granted to the Utility by virtue of its agreements with its subscribers, and the powers granted public utilities by the provisions of *The Municipalities Act*, including, but not being limited to the ability of a utility to provide that monies owing by a subscriber shall take the form of or shall be converted into taxes on the land owned by the subscriber, and shall be added to the tax roll of the R.M.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The RM hereby authorizes the Utility, as authorized delegee of Grant and Aberdeen, to operate within that portion of the RM located east of the South Saskatchewan River and north of provincial Highway No. 5, (the "Service Area") on the terms and conditions set forth herein.
2. Prior to initial construction, the Utility shall inform the RM of the following:
 - (a) The names of the subscribers that the Utility proposes to service within the RM;
 - (b) The land locations to which the Utility proposes to provide service;
 - (c) The intended routing of transmission and distribution lines, together with:
 - (i) The identification of all road allowances the Utility proposes to use within the RM;
 - (ii) The identification of all road crossings the Utility proposes to make for the purposes of all transmission and distribution lines;
 - (iii) The identification of any other facilities required; and
 - (iv) The identification of all easements within the RM the Utility will require over lands which are not road allowances.
3. Within 45 days of submission of the information set out in paragraph 2, the RM will provide approval to the Utility, or where the RM has concern about the routing of transmission and distribution lines, shall provide the Utility with permission for alternative routing of the lines, together with such terms and conditions as shall be reasonably required by the RM.
4. From and after the time of initial approval by the RM, in the event that the Utility should intend to deviate from the plan approved by the RM or to add an additional subscriber, then, in such event the Utility and the RM shall follow the procedure set out in paragraphs 2 and 3 above, with such amendments as the circumstances shall require.
5. From and after approval, the Utility shall be responsible for the installation of all necessary works, transmission and distribution lines and for their reasonable repair and upkeep.
6. From and after the time of initial approval and for so long as the Utility shall operate within the RM, the Utility shall possess and be entitled to exercise within the Service Area all powers set out in sections 23 to 31 of the Act.
7. Where the Utility intends to enforce payment obligations by means other than the withdrawal of service, distress, suit, then the following provisions of this Agreement shall govern.
8. Where the Utility intends to have recourse to enforcement by way of adding the amounts owing under to the utility to taxes, the Utility shall require the subscriber to enter into a written agreement, which agreement shall contain a provision whereby the subscriber agrees to make payment, and further agrees that any payments not made may be added to the taxes on the subscriber's land.

9. At the end of each calendar year, the Utility shall immediately inform the R.M. as to the amount owed by any subscriber that is over 90 days in arrears, and shall provide a copy of any agreement upon which the Utility relies.
10. Upon notification by the Utility, pursuant to the previous paragraph, the R.M. shall add the amount of payments in arrears to the taxes owing on the land owned by the subscriber, and referenced in the written agreement provided by the Utility.
11. Upon adding such sum to taxes, the R.M. shall use its best efforts to collect the sum added thereto, in a manner consistent to that used by the R.M. in collecting property taxes owed to the R.M.
12. Upon collecting any sum added to taxes, the R.M. shall be entitled to add to the amount owing, any interest, penalty and costs permitted to the R.M., and before remitting sums collected to the Utility, may deduct therefrom any costs incurred in collecting the sum added to taxes.
13. Notwithstanding that an amount owing shall have been referred to the R.M., the Utility shall continue to use its best efforts to collect sums owing to it. In the event that the Utility shall collect any such sum or portion thereof, it shall immediately advise the R.M., and shall pay any costs incurred by the R.M. in attempting to collect.
14. Without limiting the right of the Utility to sooner act, the Utility agrees that it shall terminate or suspend service to any subscriber who is more than 120 days in arrears, unless the Utility and R.M. shall agree in writing that the service shall not be suspended.
15. The parties hereto shall execute such documents or assurances as may be necessary for the purposes of giving effect to the intent to this agreement.
16. This agreement shall enure to the benefit of the parties hereto, as well as to the benefit of the respective assigns.
17. Grant, Aberdeen and the Utility shall jointly and severally indemnify and save harmless the R.M. from and against any and all actions, claims and demands of every nature and kind whatsoever which may be made against the R.M. by any third party (including but not limited to property owners and subscribers, of the Utility) arising out of or in any way connected with:
 - (i) the installation of all works, transmission and distribution lines in the R.M. and their repair and upkeep;
 - (ii) failure by the Utility to deliver water to subscribers of the Utility
 - (iii) any interruption in service to subscribers; and
 - (iv) water escaping from the transmission and distribution lines.
18. Grant, Aberdeen and the Utility shall pay all costs and expenses (including legal fees on a solicitor and own client basis) of the R.M. incurred with respect to any proceeding taken for the purpose of enforcing the rights and remedies of the R.M. hereunder. Such costs and expenses shall include the establishment or increase of a reserve to cover any possible liability of the R.M.

IN WITNESS WHEREOF the parties hereto have affixed their seals duly attested to by their proper officers this _____ day of _____, 2007.



THE RURAL MUNICIPALITY OF
CORMAN PARK No. 344

Per: _____

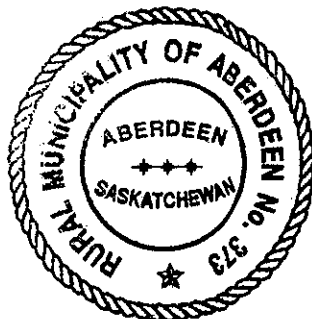
Per: _____



THE RURAL MUNICIPALITY OF
GRANT No. 372

Per: _____

Per: _____



THE RURAL MUNICIPALITY OF
ABERDEEN No. 373

Per: _____

Per: _____



HIGHWAY 41 WATER UTILITY

Per: _____

Per: _____