

CITY OF SAINT JOHN
WATER AND SEWERAGE LESSEE AGREEMENT

PROPERTY INFORMATION

Account No. \_\_\_\_\_, P.I.D. No. \_\_\_\_\_ and Municipal Address
\_\_\_\_\_ (hereinafter the "Property").

AGREEMENT

\_\_\_\_\_, as registered owner of the Property
(hereinafter the "Registered Owner"), hereby acknowledges responsibility for all water and
sewerage user-charges levied respecting the Property under Account No. \_\_\_\_\_
and further acknowledges that such user-charges, when left unpaid in any amount whatsoever,
give rise to a special lien against the Property under subsection 189(10) of the "Municipalities
Act, which provides as follows:

189(10) All user-charge rates, fees, rentals and penalties payable for water or sewer service
supplied to or with respect to any land within the municipality that is liable to taxation under the
Assessment Act and are due and payable for a period of sixty days constitute a special lien and
charge on such land in priority to every claim, privilege, lien or encumbrance of any person,
except the Crown, whether the right or title of that person has accrued before or accrues after the
lien arises, and such lien is not lost or impaired by any neglect or omission of the municipality or
of any officer or employee of the municipality or by want of registration, but such special lien and
charge shall not apply to land that is subject to valid and subsisting lease in effect prior to April 2,
1968.

Notwithstanding that \_\_\_\_\_ is the Registered Owner of
the Property, it is understood that the City of Saint John shall forward all invoices for water and
sewerage user-charges respecting Account No. \_\_\_\_\_ to \_\_\_\_\_
(hereinafter the "Lessee") to the municipal address of
\_\_\_\_\_ for payment (also sending a
duplicate copy of such invoices to the Registered Owner of the Property at the municipal address
identified above).

The Registered Owner and Lessee hereby acknowledge that this Agreement is strictly intended
to permit a convenient administrative arrangement as between the Registered Owner and the
lessee respecting invoicing for water and sewerage rates and that it does not, in any way, relieve
the Registered Owner of its obligations under the "Municipalities Act or By-Law Number M-16 -
A By-Law Respecting Water and Sewerage, as amended from time to time.

The Registered Owner and the Lessee further acknowledge that it is the obligation of the
Registered Owner to provide written notice to the City of Saint John should (1) the Lessee's
tenancy in the Property come to an end, or (2) should the Registered Owner change. This
Agreement is not assignable and shall terminate in the event that the Registered Owner and/or
the Lessee changes.

The Registered Owner and Lessee further acknowledge that the Registered Owner may terminate
this Agreement by providing both the Lessee and the City of Saint John with written notice of
such termination, following which the City of Saint John will cease forwarding invoices for
water and sewerage rates to the Lessee for payment.

The Registered Owner and Lessee further acknowledge that the City of Saint John will not
initiate the invoicing procedures described in this Agreement until it is returned to the following
address: City of Saint John Water Billing, Department of Finance, City of Saint John, P.O.
Box 1971, Saint John, New Brunswick, E2L 4L1.

Registered Owner Date
Lessee Date