

**CITY OF SAINT JOHN  
WATER AND SEWERAGE PROPERTY MANAGER 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 "Property Manager") 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 Property Manager hereby acknowledge that this Agreement is strictly intended to permit a convenient administrative arrangement as between the Registered Owner and the Property Manager 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 Property Manager further acknowledge that it is the obligation of the Registered Owner to provide written notice to the City of Saint John should (1) the Property Manager's role 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 Property Manager changes.

The Registered Owner and the Property Manager further acknowledge that the Registered Owner may terminate this Agreement by providing both the Property Manager 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 Property Manager for payment.

The Registered Owner and the Property Manager 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

\_\_\_\_\_  
Property Manager

\_\_\_\_\_  
Date