

**THE TOWN OF CRAIK
BYLAW NO 2011-04**

A BYLAW TO APPOINT WESTERN MUNICIPAL TAX SOLUTIONS INC. AS THE EXCLUSIVE AGENT OF THE TOWN FOR PURPOSES OF COLLECTING CERTAIN TAXES AND DEBTS OWED TO THE TOWN

The Council of the Town of CRAIK in the Province of Saskatchewan enacts as follows:

1. This bylaw shall be referred to as the Western Municipal Tax Solutions Inc. Bylaw.

2. In this Bylaw:
 - a. **“Accepted Engagement Letter”** shall have the meaning ascribed thereto in the Agreement For Delivery of Tax Enforcement Services;
 - b. **“Administrator”** shall mean the administrator of the Town;
 - c. **“Agreement for Delivery of Tax Enforcement Services”** shall mean the Master Agreement For Delivery of Tax Enforcement Services between Western Municipal and the Town, a true copy of which Agreement is attached to this Bylaw as Schedule “A” hereto and which forms part of this Bylaw;
 - d. **“Council”** shall mean the council of the Town;
 - e. **“Mayor”** shall mean the mayor of the Town;
 - f. **“Municipalities Act”** shall mean *The Municipalities Act*, S.S. 2005, c. M-36.1;
 - g. **“Preferred Customer Agreement”** shall mean the Preferred Customer Agreement between Western Municipal and the Town, a true copy of which Agreement is attached to this Bylaw as Schedule “B” hereto and which forms part of this Bylaw;
 - h. **“Statutory Rights and Remedies”** shall have the meaning ascribed thereto in the Agreement For Delivery of Tax Enforcement Services;
 - i. **“Subject Tax Debts”** shall mean all current taxes, arrears of taxes and other debts which:
 - i. are owing to the Town; and/or
 - ii. the Town is responsible to collect under the Municipalities Act for school divisions and other taxing authorities; and which are described in one or more Accepted Engagement Letters;
 - j. **“Tax Enforcement Act”** shall mean *The Tax Enforcement Act*, R.S.S. 1978, c. T-2;
 - k. **“Town”** shall mean the Town of CRAIK, Saskatchewan;
 - l. **“Treasurer”** has the meaning ascribed thereto in the Tax Enforcement Act; and
 - m. **“Western Municipal”** shall mean Western Municipal Tax Solutions Inc., a corporation incorporated under *The Business Corporations Act*, R.S.S. 1978, c. B-10, with its registered office located at Saskatoon, Saskatchewan.

3. Under and pursuant to the authority vested in it by section 126(2) of the Municipalities Act, the Council hereby appoints Western Municipal as the agent of the Town to carry out certain of the duties of collecting the Subject Tax Debts for and on behalf of the Council and/or the Town.

4. The Council hereby delegates to Western Municipal (on a non-exclusive basis) all of the rights, powers and duties of the Council and all of the rights, powers and duties of the Town to enforce and collect payment of the Subject Tax Debts, including (without limitation):

a. all of the rights, powers and duties of the Council and the Town under the Municipalities Act (save and except for those rights, powers and duties of the Council set out in section 127 of the Municipalities Act); and

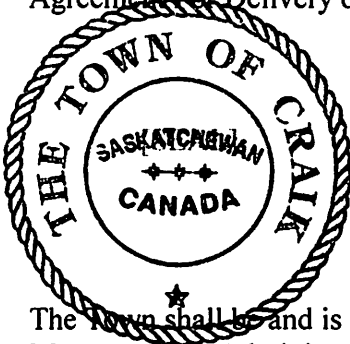
b. all of the rights, powers and duties of the Council and the Town to decide when, whether and to what extent the Town will invoke and/or exercise one or more of the Statutory Rights and Remedies in order to collect the Subject Tax Debts.

5. The Council:

a. authorizes Western Municipal to further delegate to authorized agents and employees of Western Municipal the rights, powers and duties of the Council and the Town described above in paragraph 3. and 4. hereof; and

b. authorizes the Treasurer to delegate on a non-exclusive basis duties under the Tax Enforcement Act as may be necessary to give effect to this Agreement.

6. The Town shall be and is hereby authorized to enter into the Agreement For Delivery of Tax Enforcement Services. The Mayor and the Administrator are authorized to sign and execute the Agreement For Delivery of Tax Enforcement Services on behalf of the Town.



Richard Rogers Mayor
Jeffrey Administrator

7. The Town shall be and is hereby authorized to enter into the Preferred Customer Agreement. The Mayor and the Administrator are authorized to sign and execute the Preferred Customer Agreement on behalf of the Town.

Read a third time and adopted
this 15th day of December, 2011

Jeffrey
Administrator