

RURAL MUNICIPALITY OF LAC PELLETIER NO. 107

BYLAW NO. 2024-05

A BYLAW TO PROVIDE FOR THE MUNICIPALITY TO ENTER INTO AN AGREEMENT GRANTING ACCESS TO THE MUNICIPAL SEWAGE LAGOON

Pursuant to *The Municipalities Act, Section 47*, The Council of the Rural Municipality of Lac Pelletier No. 107 in the province of Saskatchewan enacts as follows:

1. This Bylaw shall be referred to as the *Lagoon Access Fee Bylaw*.
2. 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;
 - d. “Municipality” shall mean the Rural Municipality of Lac Pelletier No. 107;
 - e. “Domestic waste water” shall mean wastewater that is the composite of liquid and water carried wastes associated with the use of water for drinking, cooking, cleaning, washing, hygiene, sanitation or other domestic purposes;
 - f. “Approved Areas” shall mean areas within the boundaries of the Rural Municipality of Lac Pelletier No. 107 and the Lac Pelletier Regional Park Authority, both in the Province of Saskatchewan.
3. The Municipality is hereby authorized to enter into an agreement with Byers Contracting Ltd. for the purpose stated within the agreement.
4. The agreement is attached hereto and forms part of this Bylaw, and is identified as “Exhibit A”.
5. The Head of Council and the Administrator are hereby authorized to sign and execute the agreement described as “Exhibit A”.
6. This Bylaw shall come into force and take effect on April 9, 2024.

Reeve

[SEAL]

Administrator

Read a third time and adopted this 9th day of April, 2024.

**“EXHIBIT A”
LAGOON ACCESS FEE AGREEMENT**

This agreement made in duplicate this 9th day of April, 2023.

BETWEEN:

The Rural Municipality of Lac Pelletier No. 107 (the “Municipality”)

AND

Byers Contracting Ltd. c/o Bill Byers (the “Hauler”)

1. It is understood that this Agreement entitles the Hauler to access The Municipal Sewage Lagoon.
2. The access fee is set at \$15.00 per 1,000 gallons.
3. Access is granted subject to the following:
 - a. Only Domestic wastewater hauled from approved areas can be discharged into the lagoon;
 - b. The Hauler is required to maintain and submit monthly, records indicating:
 - i. The total number of gallons discharged into the lagoon; and
 - ii. The owner and legal land description of each Liquid Waste Storage or Holding Tank pumped out; and
 - iii. Date that each Liquid Waste Storage or Holding Tank is pumped out; and
 - iv. The number of gallons pumped out of each Storage or Holding tank;
 - c. The Hauler will be responsible to ensure that the access cover at the unloading site is locked at all times; and
 - d. The Hauler is required to obtain Federal and/or Provincial approvals, licenses and/or permits that are necessary in order to provide Sewage Hauling Services.
4. The Hauler shall provide the Municipality with any other information deemed necessary to assist the Municipality in enforcing the Liquid Waste Bylaw No. 2/93.
5. If the Hauler has reason to believe that any Liquid Waste Storage or Holding Tank does not comply with Bylaw 2/93, then the Municipality must be notified immediately.
6. Failure by the Hauler to comply with the Agreement shall result in loss of access to the Sewage Lagoon.
7. Either party may terminate this Agreement by providing the other with 90 days written notice, by registered mail. Notice so served shall be deemed received after 5 days following the date it is postmarked.
8. Monthly reports, per Section 3(b) of this agreement, and Access Fee payments by the Hauler, per Section 2 of this Agreement, are to be submitted to the Municipality by the 15th day of the following month.
9. This agreement shall take effect this 9th day of April, 2024.

SEAL

Reeve

Administrator

Bill Byers – Byers Contracting Ltd.