

BYLAW NO. 03-2022

**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT BETWEEN
THE RURAL MUNICIPALITY OF LOREBURN NO. 254
AND
THE VILLAGE OF LOREBURN
FOR THE PURPOSE OF PROVIDING LAGOON USAGE**

The Council of the Rural Municipality of Loreburn No. 254 in the Province of Saskatchewan enacts as follows:

1. That the Rural Municipality of Loreburn No. 254 enter into an agreement with the Village of Loreburn which will allow the Rural Municipality of Loreburn No. 254 access to Loreburn's lagoon for the agreement period of 2022-2025 calendar year for the property listed in the agreement which is attached as Schedule "1".
2. The Reeve and Administrator of the Rural Municipality of Loreburn No. 254 are hereby authorized to sign and execute the attached agreements identified as Schedule "1".
3. Accounts shall be paid within a period of thirty days from the date on which such accounts are rendered. If an account is not paid within the period of thirty days, access will be denied.

The fees contained in these agreements shall come into force and take effect on the day of passing and shall be in effect for 2022-2025 only.


Reeve


Administrator



"Certified to be a true copy of Bylaw No. 03/22 adopted by
the council of the Rural Municipality of Loreburn No. 254

on the 12th day of April, 2022.




Administrator

SCHEDULE "1"

between

THE VILLAGE OF LOREBURN

(Loreburn)

AND

THE RURAL MUNICIPALITY OF LOREBURN NO.254

(R.M. of Loreburn)

1. It is understood that this agreement entitles the R.M. of Loreburn access to Loreburn's Lagoon for the 2022-2025 calendar years only, Phase 1 of The Bays on Diefenbaker as outlined on the attached subdivision map dated by Community Planning 11th day of June, 2022. This agreement does not cover any further subdivision of this land.
2. It is agreed that the sewage effluent hauling for The Bays on Diefenbaker will be contracted to Village approved sewage haulers only.
3. The rate for this agreement period (2022-2025 calendar years) for Phase 1 will be as follows:

a flat rate of \$175 per lot upon title transfer
4. It is understood that if provincial regulations change in regards to the operation of the Loreburn lagoon, this agreement will also be subject to change, and may even be terminated, if the Loreburn is no longer able to accommodate the R.M. of Loreburns' effluent due to any legislated changes.
5. This agreement may be renegotiated after four (4) years, but may not necessarily be extended any further than this agreement.
6. Payment is due in full by August 1st of each year during this agreement period to the Village of Loreburn by the R.M. of Loreburn. The number of lots to be charged will be determined by a list of properties supplied by the R.M. of Loreburn by July 1st of each year and as agreed upon by both municipalities. It is understood that there will be no charge on the lots that do not have septic or sewer service until the title has been transferred.

7. The Village of Loreburn or the R.M. of Loreburn may opt out of this Agreement by providing notice to the other party by June 30th of any given year to discontinue the lagoon usage agreement effective January 1st of the following year (180 days notice).
8. The deadline for the acceptance of this agreement is Apr 13, 2021²² ✓
9. Loreburn will not charge waste service providers for the R.M. of Loreburn effluent relating to the properties listed above.
10. This agreement is in effect until December 31, 2025.

The Village of Loreburn has hereunto affixed its corporate seal attested to by the proper officers in that behalf at Loreburn, Saskatchewan, this 13th day of April, 2021²² ✓

SEAL



Mayor

Administrator

The R.M. of Loreburn has hereunto affixed its corporate seal attested to by the proper officers in that behalf at Loreburn, Saskatchewan, this 11th day of April, 2021²² ✓



Reeve

Administrator

