

BYLAW NO. 16/2024

**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT BETWEEN
THE RURAL MUNICIPALITY OF LOREBURN NO. 254
AND
THE VILLAGE OF ELBOW
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:

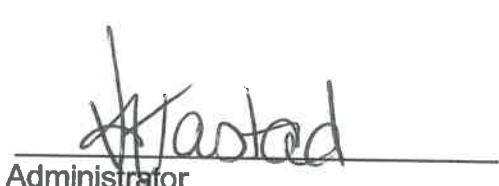
1. That the Rural Municipality of Loreburn No. 254 enter into agreements with the Village of Elbow which will allow the Rural Municipality of Loreburn No. 254 access to the Village of Elbow's lagoon for the agreement period of 2024 one calendar year for the properties listed in the agreements.
2. The Reeve and Administrator of the Rural Municipality of Loreburn No. 254 are hereby authorized to sign and execute the attached agreement identified as Schedule 1, Schedule 2, Schedule 3, and Schedule 4.
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 2025 only.

This Bylaw comes into force and take effect on January 1, 2025. Bylaw 01/2024 is hereby repealed after Bylaw 16/2024 is in effect.



Reeve



Administrator

Introduced and read a first time this 11th day of September, 2024
Read a second time this 11th day of September, 2024
Read a third time this 11th day of September, 2024
Adopted this 11th day of September, 2024

"Certified to be a true copy of Bylaw No. 16/2024 adopted by

the council of the Rural Municipality of Loreburn No. 254

on the 11th day of September, 2024.



(SEAL)

Administrator



Administrator

2025 Lagoon Usage Agreement

Schedule 1
Bylaw 16/2024

between:

The Village of Elbow
(Elbow)

and

The R.M. of Loreburn No. 254
(RM of Loreburn)

1. It is understood that this agreement entitles the RM of Loreburn access to Elbow's lagoon for the 2025 calendar years only, for the property listed in this agreement. It is understood that this agreement may not necessarily be extended any further.
2. It is further understood that lagoon usage fees for this agreement period (2025) are set at \$216 per year, per house or cabin.
3. It is agreed that for this agreement period (2025) the lagoon usage fees will be based on the following properties. This agreement ONLY includes the following list of residences; should more be constructed, additional fees based on Clause 2 would be required.

Usage fee
Lot 1a – Tom & Jackalyn Jukes..... 216.00
Lot 2 – Bruce & Kathryn Probert..... 216.00
Lot 3 – Maurice Tretiak and Dee Cathcart..... 216.00
Lot 4 – Karen McConnell..... 216.00
Lot 5 – Brian & Judy Brown..... 216.00
Lot 6 – Kim & Vanessa Lendvay..... 216.00
Lot 7 – Morgan & Karen Jiricka..... 216.00
Lot 8 – Iver & Elin Sletmoen..... 216.00
Lot 9 – Iver & Elin Sletmoen – garage only..... 216.00
Lot 10 – Lyle & Alice Doell..... 216.00
Lot 11 – Charles Barry Dunn..... 216.00
Lot 12 – Justin & Becky Dubasov..... 216.00
Lot 13 – Derrick LePage & Brittnee Holliday..... 216.00
Lot 14 – Steve Klemens – empty lot..... 216.00
Lot 15 – Jason Wong & Rick Letts..... 216.00
Lot 16 – Chad & Brandy Allan..... 216.00
Lot 17 – Murray & Penny Gurski..... 216.00
Lot 18 – Randall & Cindy Rude..... 216.00
Lot 19a – Drummond Sands & Carol Koehn..... 216.00
Lot 19b – Barrie & Betty- Anne Vice..... 216.00
- TOTAL:..... \$3,888.00
- Payment is due in full by August 1st of each year during this agreement period to the Village of Elbow by the RM of Loreburn.
- It is understood that if provincial regulations change in regards to the operation of Elbow's lagoon, this agreement will also be subject to change, and may even be terminated, if Elbow is no longer able to accommodate the RM of Loreburn's effluent due to any legislated changes.
- This agreement may be renegotiated at the end of its term, but may not necessarily be extended any further than this agreement.
- The Village of Elbow or the RM 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).
- The deadline for acceptance of this agreement is November 12, 2024.
- Elbow will not charge waste service providers for the RM of Loreburn effluent relating to the property listed above.

10. This agreement is in effect until December 31, 2025.

The R.M. of Loreburn No. 254 has hereto affixed its corporate seal attested to by the proper officers in that behalf at Loreburn, Saskatchewan, this 11th day of September 2024.





Reeve
Administrator



The Village of Elbow has hereto affixed its corporate seal attested to by the proper officers in that behalf at Elbow, Saskatchewan, this 14th day of August, 2024.

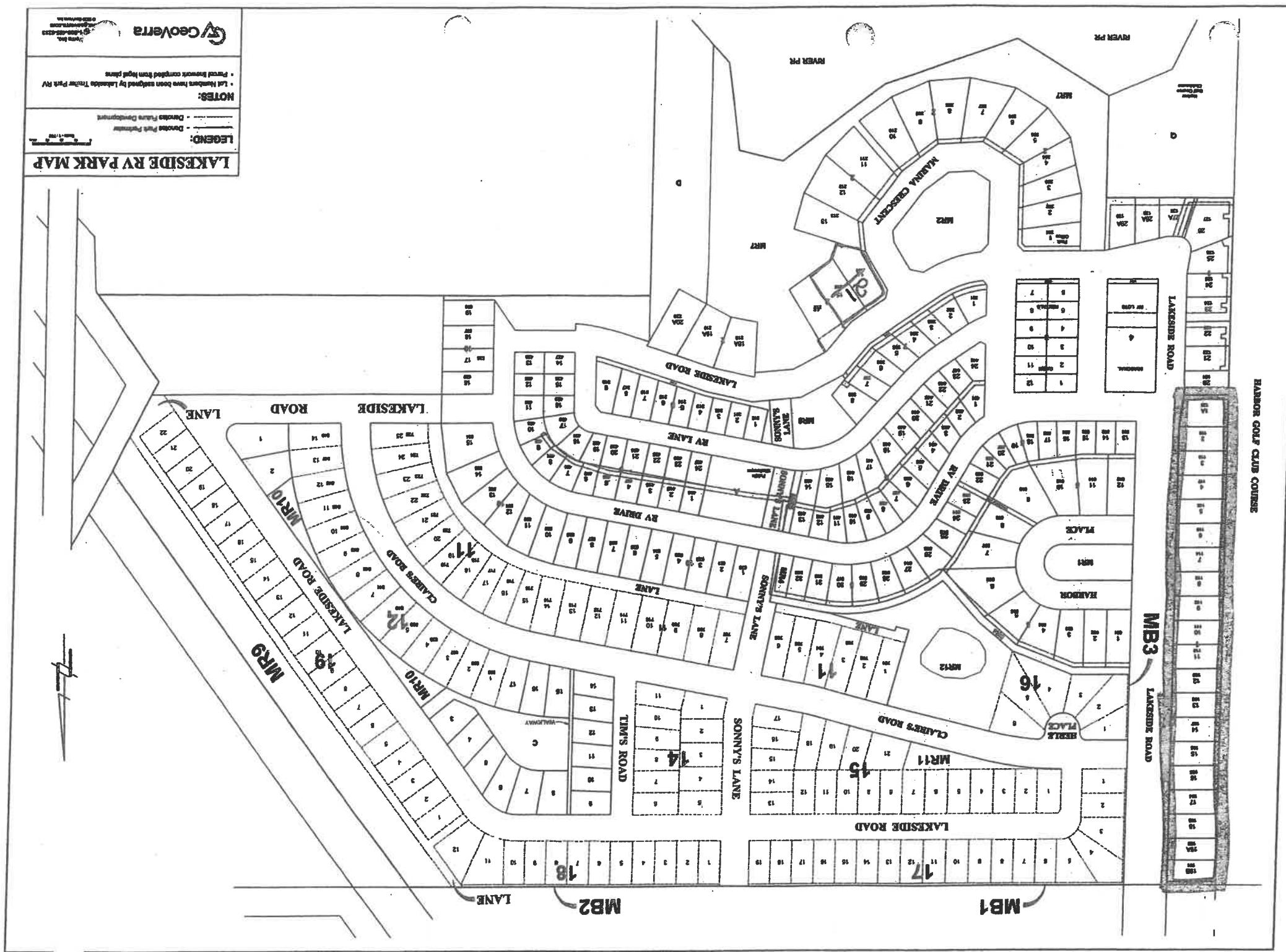




Mayor
Administrator



Schedule 1 Map



2025 Lagoon Usage Agreement

**Schedule 2
Bylaw 16-2024**

between:

The Village of Elbow
(Elbow)

and

The R.M. of Loreburn No. 254
(RM of Loreburn)

1. It is understood that this agreement entitles the RM of Loreburn access to Elbow's lagoon for the 2025 calendar year only, for Phase 2 and 3 of the Lakeside RV Trailer Park Ltd. development, Block 3,4,5,6,7,8,9 and 10, as outlined on the attached subdivision maps. This agreement does not cover any further subdivision of this land.
2. It is agreed that the lagoon usage fees will be based on the total volume of sewage effluent collected from the Phase 2 and 3 of the Lakeside RV Trailer Park Ltd. development per calendar year. It is agreed that the sewage effluent hauling for Phase 2 and 3 of the Lakeside RV Trailer Park Ltd. will be contracted to one sewage hauler, which has been approved by Elbow.
3. The rate for this agreement period (2025 calendar year) will be as follows:
 - a flat rate of \$216 per lot
4. It is understood that if provincial regulations change in regards to the operation of Elbow's lagoon, this agreement will also be subject to change, and may even be terminated, if Elbow is no longer able to accommodate Lakeside RV Trailer Park Ltd.'s effluent due to any legislated changes.
5. This agreement may be renegotiated after five years, but may not necessarily be extended any further than this initial agreement.
6. Payment is due in full by August 1st of each year during this agreement period to the Village of Elbow by the RM of Loreburn. The number of lots to be charged will be determined by a list of properties supplied by the RM 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 Elbow or the RM 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 acceptance of this agreement is November 12, 2024.
9. Elbow will not charge waste service providers for the RM of Loreburn effluent relating to the property covered by this agreement.
10. This agreement is in effect until December 31, 2025.

The R.M. of Loreburn No. 254 has hereto affixed its corporate seal attested to by the proper officers in that behalf at Elbow, Saskatchewan, this 11 day of September 2024


Reeve

Administrator

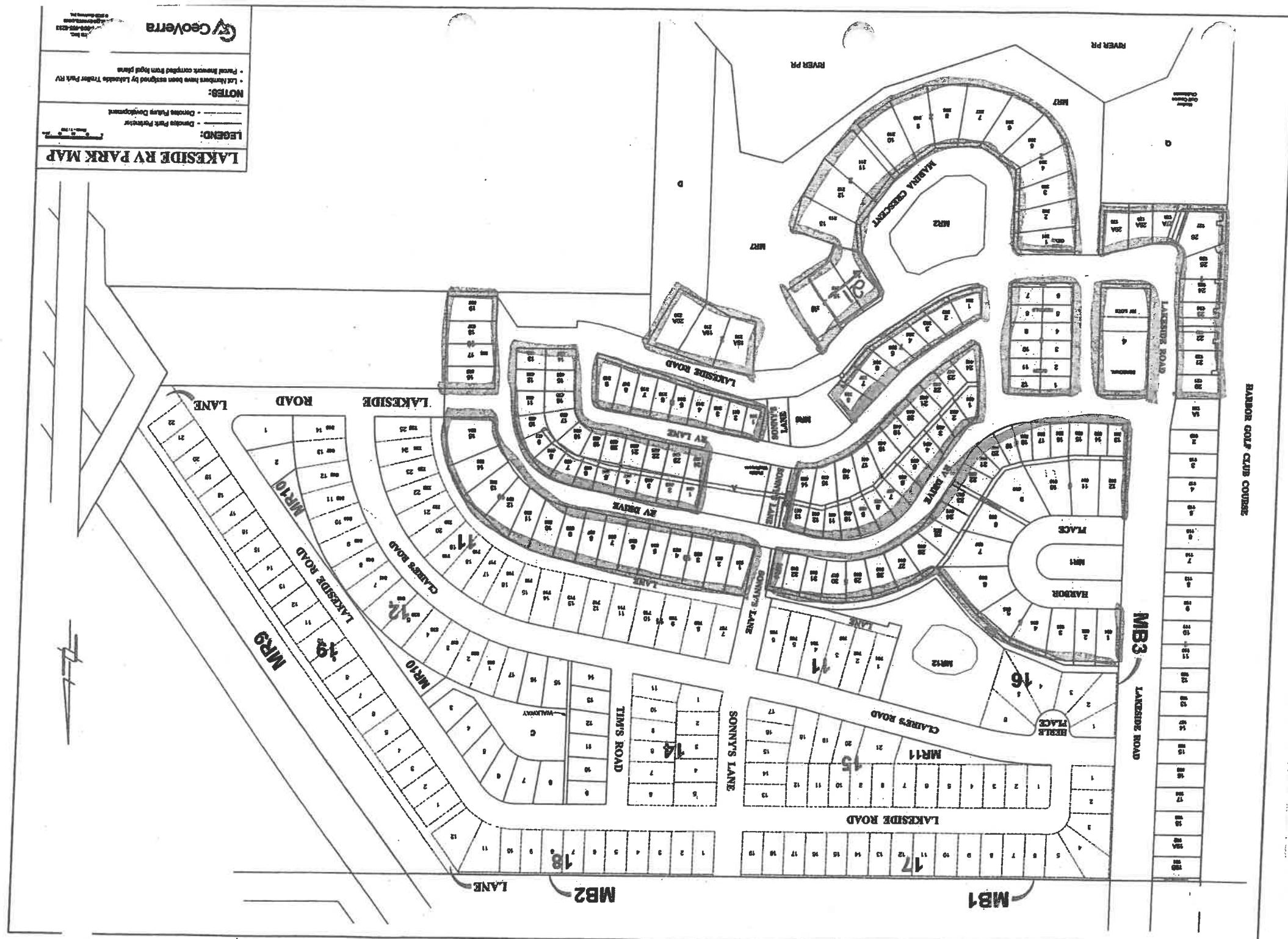


The Village of Elbow has hereto affixed its corporate seal attested to by the proper officers in that behalf at Elbow, Saskatchewan, this 14 day of August 2024


Mayor

Administrator





Schedule 2 Map Bylaw 16 - 2004

2025 Lagoon Usage Agreement

Schedule B
Bylaw 16/2024

between:

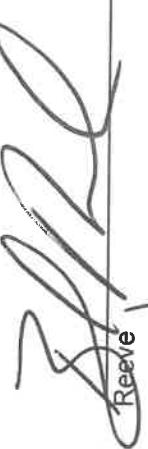
The Village of Elbow
(Elbow)

and

The R.M. of Loreburn No. 254
(RM of Loreburn)

1. It is understood that this agreement entitles the RM of Loreburn access to Elbow's lagoon for the 2025 calendar year only, for Phase 4 of the Lakeside RV Trailer Park Ltd. development, Block 11, as outlined on the attached subdivision map. This agreement does not cover any further subdivision of this land.
2. It is agreed that the lagoon usage fees will be based on the total volume of sewage effluent collected from the Block 11 of the Lakeside RV Trailer Park Ltd. development per calendar year. It is agreed that the sewage effluent hauling for Block 11 Lakeside RV Trailer Park Ltd. will be contracted to one sewage hauler, which has been approved by Elbow.
3. The rate for this agreement period (2025 calendar year) will be as follows:
 - a flat rate of \$216 per lot
4. It is understood that if provincial regulations change in regards to the operation of Elbow's lagoon, this agreement will also be subject to change, and may even be terminated, if Elbow is no longer able to accommodate Lakeside RV Trailer Park Ltd.'s effluent due to any legislated changes.
5. This agreement may be renegotiated after one year, but may not necessarily be extended any further than this initial agreement.
6. Payment is due in full by August 1st of each year during this agreement period to the Village of Elbow by the RM of Loreburn. The number of lots to be charged will be determined by a list of properties supplied by the RM 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 Elbow or the RM 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 acceptance of this agreement is November 12, 2024.
9. Elbow will not charge waste service providers for the RM of Loreburn effluent relating to the property covered by this agreement.
10. This agreement is in effect until December 31, 2025.

The R.M. of Loreburn No. 254 has hereto affixed its corporate seal attested to by the proper officers in that behalf at Loreburn, Saskatchewan, this 14 day of September 2024


Reeve

Administrator



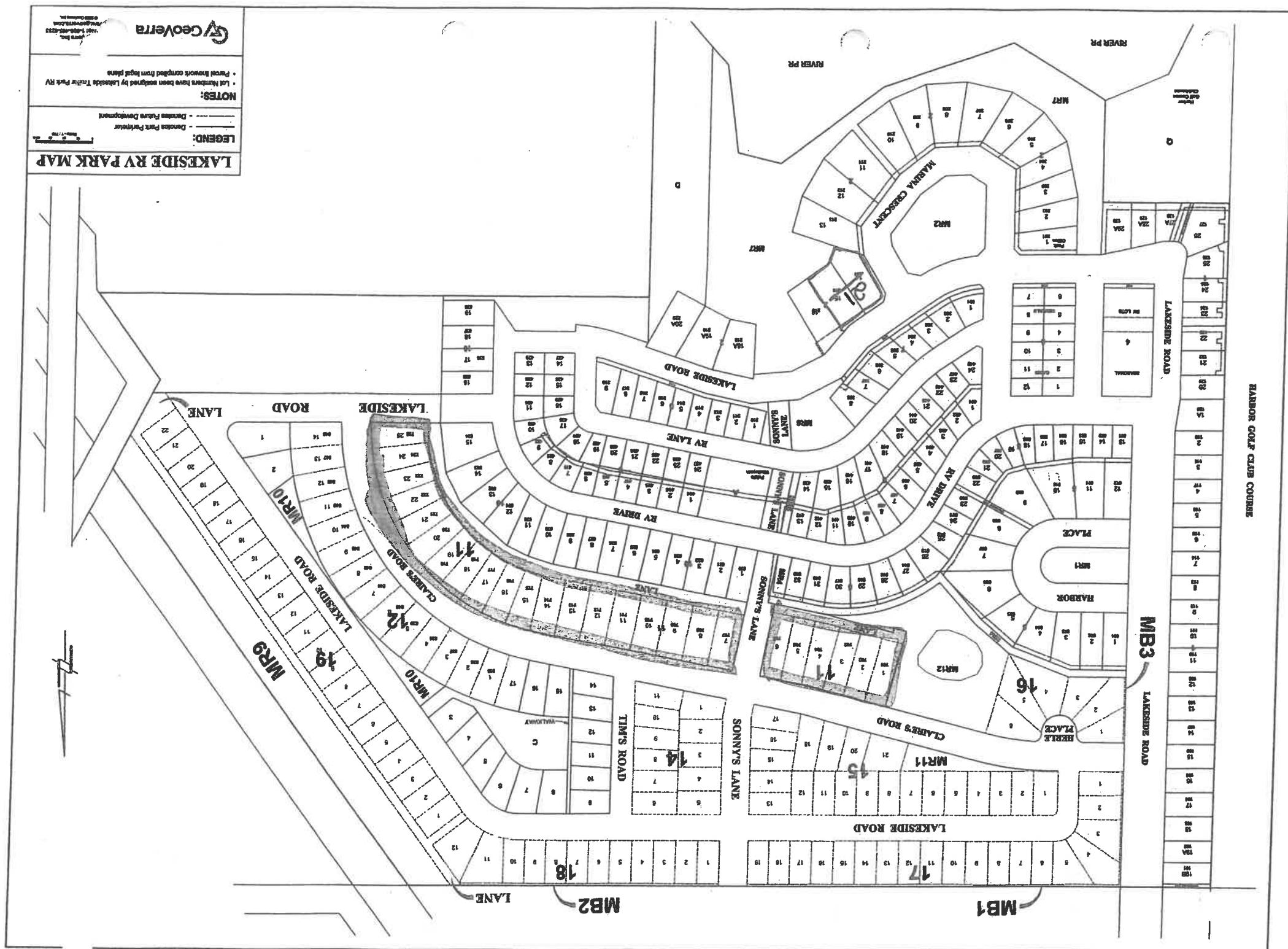
The Village of Elbow has hereto affixed its corporate seal attested to by the proper officers in that behalf at Elbow, Saskatchewan, this 14 day of August 2024


Mayor

Administrator



Schedule 3 Map
Bylaw 16-2024



Schedule 4 Bylaws 16/2024

2025 Lagoon Usage Agreement

between:

The Village of Elbow
(Elbow)

and

The R.M. of Loreburn No. 254
(RM of Loreburn)

1. It is understood that this agreement entitles the RM of Loreburn access to Elbow's lagoon for the 2025 calendar year only, for seasonal campground sites that are located on the future Blocks 12, 13 & 14 of the Lakeside RV Trailer Park Ltd. development, as outlined on the attached subdivision map. This agreement does not cover any further subdivision of this land.
2. It is agreed that the lagoon usage fees will be based on the total volume of sewage effluent collected from the Block 12, 13 & 14 of the Lakeside RV Trailer Park Ltd. development per calendar year. It is agreed that the sewage effluent hauling for Blocks 12, 13 & 14 of the Lakeside RV Trailer Park Ltd. will be contracted to one sewage hauler, which has been approved by Elbow.
3. The rate for this agreement period (2025 calendar years) will be as follows:
 - a flat rate of \$216 per lot
4. It is understood that if provincial regulations change in regards to the operation of Elbow's lagoon, this agreement will also be subject to change, and may even be terminated, if Elbow is no longer able to accommodate Lakeside RV Trailer Park Ltd.'s effluent due to any legislated changes.
5. This agreement may be renegotiated after one year, but may not necessarily be extended any further than this initial agreement.
6. Payment is due in full by August 1st of each year during this agreement period to the Village of Elbow by the RM of Loreburn. The number of lots to be charged will be determined by a list of properties supplied by the RM 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 Elbow or the RM 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 acceptance of this agreement is November 12, 2024.
9. Elbow will not charge waste service providers for the RM of Loreburn effluent relating to the property covered by this agreement.
10. This agreement is in effect until December 31, 2025.

The R.M. of Loreburn No. 254 has hereto affixed its corporate seal attested to by the proper officers in that behalf at Loreburn, Saskatchewan, this 11th day of September 2024.


Reeve

Administrator



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Mayor

Administrator



Schedule Map
Bylaw 16 - 2024

