

BYLAW NO. 177, 2017

A BYLAW OF THE RURAL MUNICIPALITY OF INDIAN HEAD NO. 156 TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH THE TOWN OF INDIAN HEAD FOR ACCESSING THE TOWN OF INDIAN HEAD'S SEWAGE LAGOON

The Council of the Rural Municipality of Indian Head No. 156 in the Province of Saskatchewan enacts as follows:

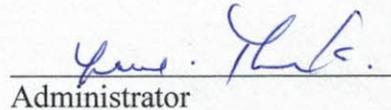
1. The Rural Municipality of Indian Head No. 156 is hereby authorized to enter into an agreement with the Town of Indian Head, identified as Schedule "A", attached hereto and forming part of this bylaw, for the purpose of installing a sewage receptacle near the Town of Indian Head's sewage lift station, located in Parcel X, Plan K 149, Ext. 1, in NE 24-18-13-2, to allow for the disposal of sewage into the Town's lagoon by the residents of the Rural Municipality of Indian Head.

2. The Reeve and Administrator of the Rural Municipality of Indian Head No. 156 are hereby authorized to sign and execute an agreement, the terms of which are set out in Schedule "A" attached hereto.

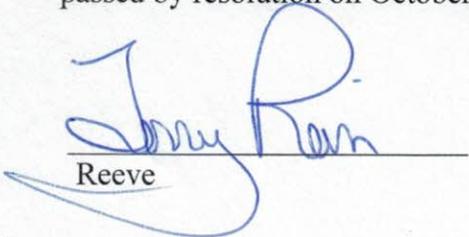
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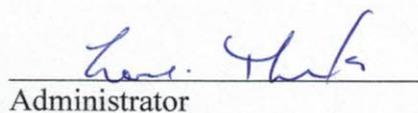



Reeve


Administrator

Certified a true copy of Bylaw 177/2017
passed by resolution on October 10, 2017


Reeve


Administrator



SEWAGE RECEPTACLE

AGREEMENT

BETWEEN

the TOWN OF INDIAN HEAD (the Town), a Municipal Corporation located in the Province of Saskatchewan

and

the RURAL MUNICIPALITY OF INDIAN HEAD NO. 156 (the RM), a Municipal Corporation located in the Province of Saskatchewan

WHEREAS the RM requires the service of a sewage lagoon for use of residents in the RM;

AND WHEREAS the RM has been approved for funding under the CWWF Wastewater Infrastructure Program to install a sewage receptacle near the Town of Indian Head's sewage lift station, located in Parcel X, Plan K 149, Ext. 1, in NE 24-18-13-2, to allow for the disposal of sewage into the Town's lagoon;

AND WHEREAS the Town has expressed its approval that the RM proceed with the project;

AND WHEREAS the parties wish to enter into an agreement outlining the service to be provided and the compensation to be paid;

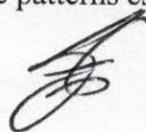
NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual agreement and conditions contained herein, the parties hereto agree as follows:

1. SERVICES

- 1.1 The RM will pay for the design, engineering and installation of the sewage receptacle located near the Town's lift station.
- 1.2 The RM will keep the keys for the receptacle in the RM office and will distribute the keys to licensed sewage hauling contractors and the Town. The RM will monitor usage patterns to establish the frequency that the receptacle is used by the Town and RM.
- 1.3 The RM will give one key to the Town to be used when access must be gained to the sewage receptacle and the Town will inform the RM when the sewage receptacle is used by the Town.
- 1.4 The Town will retain ownership of the sewage receptacle.
- 1.5 The Town will provide snow removal at the sewage receptacle.
- 1.6 Should the lagoon system becomes overtaxed, the Town will request that the RM cease usage of the manhole until the situation has normalized.

2. PAYMENT FOR SERVICE

- 2.1 Each time the sewage receptacle is used by a Rural Municipal resident, the R.M. will collect the fees and pay to the Town \$30.00.
- 2.2 As the Town will retain ownership of the sewage receptacle pursuant to Clause 1.4, the Town will provide any required maintenance to the sewage receptacle.
- 2.3 Two months prior to the one year anniversary of the signing of this agreement, the Town and RM will meet to discuss changes to the payment terms of this agreement. Changes may include an annual fee paid to the Town by the RM and not a per usage fee. An annual fee, if it is imposed, will be based on the usage patterns established



pursuant to Clause 1.2. Thereafter, changes to the amount of compensation paid by the RM to the Town will be considered every two years.

3. DISPUTE RESOLUTION

- 3.1 The Town and the RM will each appoint two Council Members to the dispute resolution committee;
- 3.2 The committee will meet to discuss unresolved issues relating to the receptacle;
- 3.3 The decision of the dispute resolution committee will be binding on the parties to this agreement.

4. TERMS OF AGREEMENT

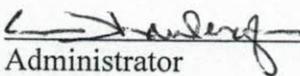
- 4.1 This agreement will remain in force from the day of its signing for perpetuity.
- 4.2 This agreement may be terminated by either party giving the other party 180 days written notice. In the event the agreement is terminated by the Town, the Town will pay to the RM \$44,050.00 minus amortization of \$881.00 per year, (using a fifty (50) year straight method to calculate the amortization). 2018 is the first year for the amortization to be deducted from the initial value of \$44,050.00.

Signed and Sealed this 11 day of December, 2017

TOWN OF INDIAN HEAD



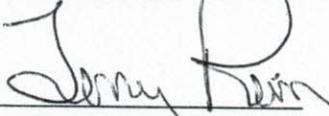
Mayor



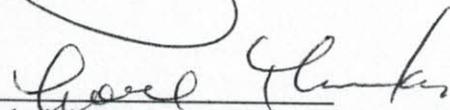
Administrator



RURAL MUNICIPALITY OF INDIAN HEAD NO. 156



Reeve



Administrator

