

BYLAW NO. 13-2019
A BYLAW TO ENTER INTO A MULTI-YEAR AGREEMENT
TO ALLOW THE ORGANIZED HAMLET OF CRYSTAL
LAKE TO USE THE VILLAGE OF STENEN'S LAGOON

A BYLAW TO ENTER INTO A MULTI-YEAR AGREEMENT WITH THE VILLAGE OF STENEN

The Council for the Rural Municipality of Keys No 303 in the Province of Saskatchewan enacts as follows:

1. This Bylaw shall be referred to as the "Stenen Lagoon Bylaw"
2. The Rural Municipality of Keys No 303 is hereby Authorized to enter into an agreement with the Village of Stenen respecting the use of the Village of Stenen's Lagoon by the residents of the Organized Hamlet of Crystal Lake attached to and identified as Schedule "A".
3. The Reeve and the Administrator are hereby authorized to sign the agreement identified as Schedule "A".

Repeal of Bylaw

4. Bylaw 04-2014 is hereby repealed.

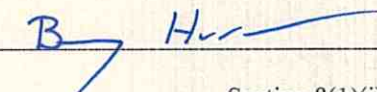
Bylaw in Effect

5. This Bylaw shall come into force immediately.



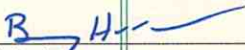


 Reeve



 Administrator
 Section 8(1)(j) of *The Municipality Act*

Read a third time and adopted
 this 5th day of December, 2019



 Administrator

THIS AGREEMENT made this 10 day of DECEMBER, 2019.

BETWEEN:

THE VILLAGE OF STENEN
("Stenen")

and

THE RURAL MUNICIPALITY OF KEYS NO. 303
("Keys")

WHEREAS Keys requires a system for the disposal of sewage for residents of the Organized Hamlet of Crystal Lake ("Crystal Lake") and proposes to use the sewage lagoon located within the boundaries of Stenen ("the Lagoon"); and

WHEREAS Stenen is prepared to permit Keys to utilize the Lagoon in accordance with the terms and conditions of this Agreement;

NOW THEREFORE this Agreement is witness that the parties agree as follows:

1. Provision of Services

1.1 Stenen agrees to allow residents of Crystal Lake, their agents and/or contractors, to dispose of sewage and wash water at the Lagoon.

2. Fee Structure

2.1 Annual fees

The annual fees payable by Keys to Stenen are as follows:

January 1, 2020 to December 31, 2020	\$5,685.00
January 1, 2021 to December 31, 2021	\$5,856.00
January 1, 2022 to December 31, 2022	\$6,032.00
January 1, 2023 to December 31, 2023	\$6,213.00
January 1, 2024 to December 31, 2024	\$6,400.00

The first payment shall be for the full year of 2020 and shall be due by the end of June 2020. Each subsequent payment shall be for each subsequent full year which shall be due by the end of June for each corresponding year.

2.2 On-Going Maintenance Costs

All future and on-going maintenance costs, including but not limited to grass cutting, shrub removal, road graveling, road grading, snow plowing, scheduled releases, minor bank stabilization, and other regular upkeep items will be on a cost share basis with Keys paying 50% and Stenen paying 50% of the costs.

2.3 Repairs

All future repair costs will be on a cost share basis with Keys paying 50% and Stenen Paying 50% of the costs subject to the following maximum contributions from Keys:

\$5,000.00 each year for minor repairs (in the form of cash, material, equipment and labour); and
\$75,000.00 over the entire term of the agreement for major repairs.

Minor repairs shall be deemed any repairs under \$10,000, combined total; and
Major repairs shall be deemed any repairs over \$10,000.

Stenen shall provide Keys with information with respect to any major repairs prior to completing them and provide Keys with the opportunity to discuss those repairs with Stenen. Notwithstanding the foregoing, both parties acknowledge that Stenen shall, at its sole discretion, determine whether any major repairs will be completed.

3. Term

3.1 The term of this Agreement shall be five (5) years commencing January 1, 2020, and ending December 31, 202⁴~~5~~, unless sooner terminated by either party.

3.2 This Agreement may be terminated by either party upon giving to the other party at least 90 days written notice.

3.3 Notwithstanding anything previously set out in this Agreement to the contrary, in the event that Keys fails to provide Stenen with any payments due under this Agreement when due, Stenen shall have the right to terminate this agreement by providing Keys with 90 days' notice.

3.4 This Agreement should be re-negotiated by December 31, 2024.

4. Financial Statements

4.1 Stenen shall provide Keys with annual financial statements with respect to the Lagoon showing all ongoing maintenance and repair costs as soon as reasonably possible, and in any event no later than July 1 for the previous fiscal year.

5. Notice

5.1 Notice shall be provided to each party at the addressees as follows:

(a) to the Mayor of Stenen at:
Village of Stenen
Box 160
Stenen, SK S0A 3X0
Email: villageofstենen@sasktel.net

(b) to the Reeve of Keys at:
Rural Municipality of Keys No. 303
Box 899
Canora, SK S0A 0L0
Email: rm303@sasktel.net

6. **General**

- 6.1 If the Lagoon is unable to receive sewage and wash water from residents of Crystal Lake then Stenen will reimburse Keys a portion of the annual fee paid for that year pro-rated to the number of days remaining in the year in which the annual fee has been paid.
- 6.2 This Agreement constitutes the entire agreement between the parties and supersedes all previous negotiations. No implied terms or obligations of any kind shall arise from anything in this Agreement or otherwise, and the express provisions and agreements contained herein are the only provisions and agreements upon which any rights against a party may be founded.
- 6.3 No change or modification of this Agreement shall be valid unless it is in writing and signed by each party hereto.
- 6.4 This Agreement shall be construed in accordance with and governed by the laws in force in the Province of Saskatchewan.


IN WITNESS WHEREOF the parties have executed this Agreement on the day and year hereunder mentioned.

The Village of Stenen





Mayor




Administrator

The Rural Municipality of Keys No. 303





Reeve



Administrator