

BYLAW NO. 2026-01

Rural Municipality of Rocanville No. 151

A BYLAW OF THE RURAL MUNICIPALITY OF ROCANVILLE NO.151 TO PROVIDE FOR THE ENTERING INTO AN AGREEMENT WITH THE TOWN OF ROCANVILLE RESPECTING THE PROVISION OF LAGOON DISCHARGE

The Council of the Rural Municipality of Rocanville No. 151 in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Rocanville No. 151 is hereby authorized to enter into an agreement attached hereto and forming part of this bylaw, and identified as Schedule "A", with the Town of Rocanville for the purpose of allowing safe discharge of Town Lagoon.
2. The Reeve and Administrator of the Rural Municipality of Rocanville No. 151 are hereby authorized to sign and execute the attached Agreement identified as Schedule "A".
3. That this bylaw shall come into force and take effect on the 1st day of January, 2026 and shall remain in effect for that period of time as established in the agreement hereto.



Reeve

Administrator

Read a Third Time and Adopted This 15th day of January, 2026.

Memorandum Agreement

Schedule 'A'

THIS AGREEMENT made effective this 1st day of January, 2026.

REFERRED TO AS THE LAGOON DISCHARGE AGREEMENT,
BETWEEN:

RURAL MUNICIPALITY OF ROCANVILLE #151
Box 298, Rocanville, SK. S0A 3L0
Hereinafter called (RM)

TOWN OF ROCANVILLE
Box 265, Rocanville, SK. S0A 3L0
Hereafter called (Town)
And

WHEREAS:

- A. The RM are the owners (caretakers of the road allowance) of the land legally known as SW 24-16-31 W1, and (Christie Culvert) through Twp Rd 163
- B. The RM are the owners (caretakers of the road allowance) of the land legally known as SE 26-16-31 W1, (600 Culvert) through Twp Rd 164/Grid 600
- C. The RM agrees to allow the Town to legally enter the lands listed to clean and maintain the ditch (road allowance) to the standard and inspection of the RM to ensure an uninterrupted flow of water.
- D. That the Town and the RM note that the culvert located on ratepayer property Section 26-16-31 W1 (Karras Culvert), or any caveats regarding, are not the responsibility of the RM.
- E. The RM and the Town are in agreement with the terms and conditions set out herein;
- F. All of the terms and conditions are subject to ground conditions and in a very wet year these activities may not be possible, in a dry year extra work may be undertaken.

NOW THEREFORE in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. RM AGREES TO:

- a.) Mow the road allowance up to the Towns Lagoon drainage trench on the land legally listed above once a year.
- b.) Allow the Town to enter the road allowance land legally listed above to carry out culvert cleaning or drainage work to the standard and inspection of the RM.
- c.) Provide grating to help protect the culverts listed above.

2. TOWN AGREES TO:

- a.) Maintain the structure and integrity of the road allowance as created by the RM. Any changes to the slope or depth of the ditch are to be done with consultation and inspection by the RM.

- b.) Remove any obstruction that may cause damage to any equipment, including but not limited to beaver dams.
- c.) To maintain a caveat with the ratepayer of Section 24-16-31 W1 (Karras Culvert) regarding drainage of Town Lagoon. Any changes needed to this culvert or portion of the drainage system are the responsibility of the Town.
- d.) To clean out or remove all debris from the culvert systems listed above, including the Karras Culvert prior to each occasion of discharging of the Lagoon.
- e.) The Town is responsible to Mow and maintain the Lagoon Drainage trench and trench slopes annually.

3. GENERAL

- a.) This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of application therein.
- b.) This Agreement may be executed in two or more counterparts; each counterpart so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.
- c.) If any of the terms, or any portion of any term, of this Agreement is or are held to be unenforceable or otherwise invalid, such holding shall not in any way affect the enforceability or validity of the remaining terms of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement the day and year first above written.



Melissa Ruhland, Reeve

Andrea Smyth, Administrator

TOWN OF ROCANVILLE



Ron Reed, Mayor

Tanya Strandlund, Administrator