



BYLAW NO. 389/18 LAGOON ACCESS AND DUMPING RATES BYLAW

A BYLAW OF THE TOWN OF STRASBOURG, IN THE PROVINCE OF SASKATCHEWAN, TO FIX THE RATES TO BE CHARGED FOR DUMPING LIQUID DOMESTIC WASTE HAULED TO THE TOWN OF STRASBOURG LAGOON

The Council of the Town of Strasbourg in the Province of Saskatchewan, enacts as follows:

1. DEFINITIONS

1.1 In this Bylaw:

- a. **Administrator** - The person appointed as Administrator pursuant to Section 111 of *The Municipalities Act*.
- b. **Council** - The Mayor and Councillors of the Town elected pursuant to the provisions of *The Local Government Election Act, 2015*.
- c. **Lagoon** - The facility known as the Strasbourg Sewage Lagoon located at Parcel A, Plan 59R10975, which exists for the treatment of effluent and to accommodate overflowed surface water during heavy rains.
- d. **Liquid Agricultural Waste** - Liquid waste resulting from agricultural and farming processes, including fertilizer and other extraneous chemical.
- e. **Liquid Commercial Waste** - Liquid waste resulting from portable toilets, restaurant grease traps, oil and petroleum products, and commercial holding tanks.
- f. **Liquid Domestic Waste** - Any remains or by-products which contain animal, mineral or vegetable matter in solution or suspension that originates from residences.
- g. **Liquid Industrial Waste** - Liquid waste resulting from industrial or manufacturing processes.
- h. **Town** - The Town of Strasbourg, its employee or employees whose employment requires them to undertake certain works under this Bylaw.

2. ACCESS

2.1 Only those septic haulers that have been approved by the Town of Strasbourg will be permitted to haul liquid domestic waste to the lagoon.

2.2 For the Town to approve the septic haulers having access to the lagoon, they must submit the following to the Town:

- a) An *Application to Dispose of Liquid Domestic Waste* identified as Exhibit "A" in this Bylaw;
- b) A copy of their *Permit to Transport and Dispose of Liquid Domestic Waste* as issued by the Saskatchewan Water Security Agency;
- c) A copy of their liability insurance policy that demonstrates a minimum \$2,000,000.00 (Two Million Dollars) liability threshold.

2.3 Upon approval of the application, a *Permit to Dispose of Liquid Domestic Waste* identified as Exhibit "B" in this Bylaw shall be issued.

2.4 Approvals that are granted shall expire at the end of each calendar year and are required to be renewed annually.

3. RATES, GATE & KEYS

- 3.1 The fees implemented are intended to address the costs of operation of the lagoon, including electricity for the lift station, upkeep of equipment, maintenance of berms, fence, gate, and dump chute, administration, and road grading and gravelling.
- 3.2 Each load of liquid domestic waste hauled to the lagoon will be charged at the rate set out in Schedule "A" of this Bylaw. Rates are scheduled to change as per Council resolution.
- 3.3 Each approved septic hauler will be given a programmable gate key and will be billed according to the number of the times the gate was accessed, which is electronically registered on the key and in the Town Office.
- 3.4 Each approved septic hauler will need to provide a key deposit as per Schedule "A" of this Bylaw to cover the cost of the programmable gate key. The key deposit will be refunded if the septic hauler no longer needs access to the lagoon, and returns the key to the Town undamaged and with no outstanding dumping fees owed to the Town.
- 3.5 Each approved septic hauler must agree to keep the gate locked at all times and to not allow other septic haulers to access the lagoon with their key.
- 3.6 Approved septic haulers are not allowed to keep the gate open to allow multiple trucks to access the lagoon in one trip.
- 3.7 Septic haulers found to be in breach of Sections 3.5 & 3.6 will have their access revoked to the lagoon.

4. PAYMENT

- 4.1 All invoices must be paid by the approved septic hauler within thirty (30) days of the date of issue.
- 4.2 Accounts for services that are outstanding and which remain unpaid within thirty (30) days from the date of issue will result in the Town cancelling access to the lagoon through the deprogramming of the gate key, and will not reinstate key access until the account is paid in full.

5. ACCEPTANCE OF LIQUID WASTE

- 5.1 The Town has the right to deny the acceptance of liquid domestic waste and all other effluent that may not conform to the requirements of the *Permit to Operate a Sewage Works* as issued by the Saskatchewan Water Security Agency.
- 5.2 The Town, at its discretion, may require a septic hauler to provide sample testing prior to depositing any liquid domestic waste at the Town's lagoon if, in the opinion of the Town, the effluent being hauled may contain materials and chemicals that are deemed to be hazardous or dangerous to the environment.
- 5.3 The septic hauler shall be responsible for all costs relating to performing the required tests and submitting analysis information to the Town for review.
- 5.4 Only liquid domestic waste shall be accepted at the Town lagoon. No liquid commercial, agricultural, or industrial waste shall be accepted.

6. AGREEMENTS

6.1 The Town may enter into specific agreements with other municipalities in regards to hauling their liquid domestic waste to the Town's lagoon.

6.2 These agreements are identified as Appendices "A – Z" and can be added to this Bylaw as needed.

7. PENALTY & DAMAGES

7.1 Any septic hauler found to be hauling liquid domestic waste to the Town's lagoon without a valid permit, as issued by the Town, or found to depositing hazardous or environmentally sensitive waste without proper authorization shall be guilty of an offence as per Subsection 381(2) of *The Municipalities Act*.

7.2 Any septic hauler found to be responsible for damages to the lagoon, including damages to the berm, road, fence, or other related structures, will be required to cover the costs of repair, and could potentially be evicted from using the facility.

8. SEVERABILITY

8.1 A decision of the court that one or more of the provisions of this Bylaw are invalid in whole or in part does not affect the validity, effectiveness, or enforceability of the other provisions or parts thereof with respect to this Bylaw.

9. COMING INTO FORCE

9.1 This Bylaw shall take effect and come into force upon the date of final passing by Council.





Mayor
Jennife Josephsen

Administrator

Certified to be a true copy of Bylaw No. 389/18 adopted by the Council of the Town of Strasbourg, on the 28th day of November, 2018.

[SEAL]

Administrator



EXHIBIT "A" to Bylaw 389/18 Application to Dispose of Liquid Domestic Waste

In accordance with Section 2.2 of Bylaw 389/18 of the Town of Strasbourg, I hereby apply for a permit to dispose of Liquid Domestic Waste in the lagoon facility located at Parcel A, Plan 59R10975.

Hauler's Business Name _____

Contact Name _____

Mailing Address _____

Telephone _____ Email _____

Truck License Number _____

Liquid domestic waste will be hauled from the following communities:	

___ \$250.00 key deposit received.

___ A copy of the Permit to Transport and Dispose of Liquid Domestic Waste and liability insurance are attached to this application.

I confirm that the applicant and his/her employees, agents, and representatives will comply with the terms and conditions of this Bylaw, any other permits, directives or orders issued in accordance with this permit application.

I certify that the information contained in this application is true, complete, and accurate.

Hauler's Signature

Date



EXHIBIT "A" to Bylaw 389/18 Permit to Dispose of Liquid Domestic Waste

In accordance with Section 2.3 of Bylaw 389/18 of the Town of Strasbourg, permission is hereby granted to the hauler identified herein to dispose of Liquid Domestic Waste in the lagoon facility located at Parcel A, Plan 59R10975.

Hauler's Business Name _____

Contact Name _____

Mailing Address _____

Telephone _____ Email _____

Truck License Number _____

Liquid domestic waste will be hauled from the following communities:	

This permit shall expire on December 31, 20____.

Administrator's Signature

Date



SCHEDULE "A" to Bylaw 389/18 Lagoon Fees

Lagoon Dump Fees
Key Deposit

\$40.00/load
\$250.00/key



**APPENDIX "A" to Bylaw 389/18
Lagoon Access Agreement with the Resort Village of Sunset Cove**

THIS AGREEMENT is made in duplicate effective on and from _____, 2018;

BETWEEN: The Resort Village of Sunset Cove
P.O. Box 68
Strasbourg, Saskatchewan S0G 4V0
(in this Agreement referred to as the "Resort Village")

AND

The Town of Strasbourg
P.O. Box 369
Strasbourg, Saskatchewan S0G 4V0
(in this Agreement referred to as the "Town")

WHEREAS the Resort Village requires access to a lagoon facility for its ratepayers; and

WHEREAS the Town has agreed to provide access to its lagoon facility located at Parcel A, Plan 59R10975 upon the request of the Resort Village and for which the Resort Village has agreed to make a financial contribution;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. THAT this Agreement is for a term of nine (9) years from its effective date and may be renewed by mutual agreement.
2. THAT this Agreement shall be reviewed by both parties every three (3) years to update effluent hauling fees, if necessary.
3. THAT each effluent dump shall cost \$40.00. Approved septic haulers will be billed from the Town and the septic haulers are responsible for billing the Resort Village.
4. THAT this Agreement may be terminated by either party giving two (2) years written notice, as the Town could potentially reach population capacity of the lagoon and can no longer accept effluent from outside sources.
5. THAT the Town may terminate this Agreement if it is mandated by Water Security Agency agencies that outside septic haulers can no longer dump into the lagoon due to capacity issues, environmental issues, or other unforeseen issues.
6. THAT since the Resort Village is the first municipality entering into a contract to use the Town's lagoon, in the event that other municipalities come under contract to use the Town's lagoon, the Resort Village would be the last municipality phased out if the lagoon reaches capacity.
7. THAT the Town has to approve and have a signed agreement with each of the septic

haulers that provide service to the Resort Village. If a septic hauler is found to be in breach of their contract with the Town, they will no longer be able to access the Town's lagoon.

8. THAT the Town may ask the Resort Village for financial contributions from time-to-time to maintain the lagoon access road or purchase other related infrastructure (such as a lock) if the maintenance is found to be costly.
9. THAT in the event the Town's lagoon needs to be expanded, the Resort Village would be open to partnership with the Town for a new or expanded lagoon.

For the Resort Village of Sunset Cove

Mayor

{SEAL}

Administrator

For the Town of Strasbourg

Mayor

{SEAL}

Administrator