

RURAL MUNICIPALITY OF NIPAWIN NO. 487

BYLAW NO 5-2017

**A BYLAW TO PROVIDE FOR THE MUNICIPALITY TO ENTER INTO A
'WORKS CONSTRUCTED AGREEMENT' WITH THE NIPAWIN
CONSERVATION AND DEVELOPMENT AREA AUTHORITY NO. 101**

The Council of the Rural Municipality of Nipawin in the Province of Saskatchewan enacts as follows:

1. This bylaw shall be referred to as the 'C&D Works Constructed Agreement Bylaw'.
2. In this bylaw:
 - a. "Administrator" shall mean the administrator of the municipality;
 - b. "Council" shall mean the council of the municipality;
 - c. "Head of council" shall mean the reeve of the municipality, as the case may be;
 - d. "Municipality" shall mean the Rural Municipality of Nipawin No. 487;
3. The Rural Municipality of Nipawin No. 487 is hereby authorized to enter into an agreement with Nipawin Conservation and Development Area Authority No. 101 for the purposes stated within the agreement.
4. The agreement is attached hereto and forms a part of this bylaw, and is identified as "Exhibit A".
5. The head of council and the administrator are hereby authorized to sign and execute the agreement described as Exhibit A.
6. Bylaw No. 6-1990 be repealed.






Reeve



Administrator

Read a third time and adopted
this 9 day of May 2017


Administrator

"Certified to be a true copy of Bylaw No. 5-2017 adopted by
the council of the Rural Municipality of Nipawin No. 487
on the 9th day of May, 2017."





Administrator

WORKS CONSTRUCTED AGREEMENT

THIS AGREEMENT made this 9 day of May, 2017.

BETWEEN:

The Rural Municipality of Nipawin No. 487
Hereinafter referred to as the "RM";

AND: The Nipawin Conservation and Development Area Authority No. 101
Hereinafter referred to as the "CAA".

WHEREAS the RM and the CAA are jointly responsible for water conveyance structures and drainage works authorized by the CAA to convey water within the municipality.

AND WHEREAS it is desirable to define the responsibility of each of the parties named herein for the operation, maintenance, continuance, replacement and the provision of public liability protection for certain drainage works within the rural municipality boundaries.

AND WHEREAS pursuant to **The Rural Municipality Act**, the RM is responsible to keep in a reasonable state of repair all public roads, bridges, culverts and the approaches thereto that have been constructed in the rural municipality with the permission of council.

AND WHEREAS pursuant to **The Conservation and Development Act**, the CAA is responsible for the maintenance and repair of works authorized to be constructed pursuant to **The Act** and is civilly liable for damages if any property is injuriously affected by their works.

THE RM AND THE CAA AGREE AS FOLLOWS:

A. WORKS COVERED BY THIS AGREEMENT

The works to be covered by this agreement are described and shown on the key plan, appendix A, which is attached to and forms part of this agreement.

The works are color coded as follows:

- i) RED – ditches and structures that are generally constructed within the CAA right-of-way.
- ii) GREEN – ditches and structures constructed under the jurisdiction of the former Centre Moose Range Drainage District No. 24. Generally these ditches are constructed within the RM road allowance; some have been reconstructed by the RM.
- iii) PURPLE – CAA have channel clearing easements.
- iv) BLUE – ditches and structures on Boggy Creek and the Big Run are the responsibility of the RM and CAA (one-half each).

B. MAINTENANCE OF WORKS

1. **Financial responsibility** for works covered by this Agreement:

- (a) The RM will be solely responsible for the maintenance of guardrails, markers and approaches. The RM and the CAA agree to pay one-half the local share of maintaining decking to a safe traffic standard.

- (b) The CAA will be solely responsible for the maintenance of sub-road surface portion of a bridge or culvert structure, a stone crossing, or that portion of a ditch within an RM road allowance to a safe standard and shall be responsible for the cost of repairs related thereto.
- (c) The CAA agrees to be responsible for the operation, continuance and replacement of the drainage ditches and associated dykes and drainage structures that are covered by this agreement.
- (d) Structures crossing CAA ditches and providing field access will be the sole responsibility of the CAA. Structures crossing RM ditches and providing field access will be the sole responsibility of the RM.
- (e) Structures located on public roads crossing CAA ditches will be the responsibility of both parties (one-half each).

2. Responsibility of each agency during emergency situations:

- (a) The RM will have the first responsibility for preserving the public bridges, culverts, approaches and road surfaces as described in section A.
- (b) Either agency, the RM or the CAA may carry out the physical work required to preserve these structures.
- (c) The RM will obtain approval from the CAA before doing work on structures that are the financial responsibility of the CAA, except that the CAA will cost share on reasonable expenditures made by the RM, if applicable, to preserve works during emergency situations where obtaining prior approval is not practical.

C. REPLACEMENT OR UPGRADING OF WORKS AND NEW WORKS

- (a) The CAA and the RM agree to cost share equally (one-half) of the cost when considering the construction of a new structure on a public road or the reconstruction of any works covered by this agreement.
- (b) No structures are to be constructed or installed by the CAA on or adjacent to public roads or on municipal road allowances unless the CAA first obtains approval from the RM or vice versa.

D. PUBLIC LIABILITY PROTECTION

- (a) Each party to this agreement will ensure provision for public liability protection with respect to the responsibilities outlined above.

E. DURATION OF AGREEMENT

- (a) This agreement will continue upon the terms set out herein until any one of the parties herein serves notice to the other party that it wishes to re-negotiate the terms. Upon notice being served, this agreement will continue until the parties agree to new terms or a decision is reached under E (b), at which time the new terms or decision will be incorporated herein. In any event, the parties agree to re-negotiate this agreement every five years.
- (b) When the parties are not able to negotiate mutually acceptable agreements referred to in E (a), the matters in dispute may be referred for arbitration to one of the following:

- (i) Appropriate department or corporation officials; or
- (ii) A three-member tribunal chosen from:
 - a. One member appointed by the Saskatchewan Association of Rural Municipalities (SARM);
 - b. One member appointed by the Saskatchewan Conservation and Development Association;
 - c. One member appointed by "a" and "b" of the above named.
- (iii) If referral to (i) or (ii) cannot be agreed upon by the parties, then clause (ii) shall apply.
- (c) This agreement shall be binding upon the successors and assigns of each of the RM and the CAA.

IN WITNESS WHEREOF the RM and the CAA have hereunto set their seals under the signatures of their signing officers this 9 day of May, 2017.

THE RURAL MUNICIPALITY OF NIPAWIN NO. 487



Reeve




Administrator



THE NIPAWIN CONSERVATION AND DEVELOPMENT AREA AUTHORITY
NO. 101



Chairman



Secretary-Treasurer