

**RESORT VILLAGE OF TOBIN LAKE
BYLAW NO. 2025.01**

**A BYLAW TO AUTHORIZE ACCESS TO AND USE OF LAGOON AND TO FIX THE RATE
TO BE CHARGED FOR WASTEWATER SERVICE**

Section 8(1)(j); Section 8(3)(c); and Section 23 of The Municipalities Act

The Council of the Resort Village of Tobin Lake in the Province of Saskatchewan, enacts as follows:

This bylaw shall be referred to as the "Lagoon Bylaw".

1. SCOPE

- 1.1. To set rates and guidelines for commercial haulers disposing in the lagoon owned and operated by the Resort Village of Tobin Lake and to charge a fee to residents of the Resort Village of Tobin Lake to intend to address to cost of the debenture loan.

2. DEFINITIONS

- 2.1. For the purpose of this policy, the following terms and words shall have the following meanings:

- (a) *Authorized Agent* shall mean a bylaw officer, CAO, or public manager of the Resort Village of Tobin Lake.
- (b) *CAO* shall mean the person appointed as the Administrator for the Resort Village of Tobin Lake or his/her authorized representative or designate.
- (c) *Commercial Hauler* shall mean any business that is hauling domestic waste by truck that is registered with the Province of Saskatchewan to do business in the province either as a Corporation – for profit or non-profit, co-op, sole proprietorship or partnership.
- (d) *Council* shall mean the elected officials of the Resort Village of Tobin Lake.
- (e) *Description* Shall mean the type of liquid waste being collected and disposed of.
- (f) *Lagoon* shall mean the Resort Village of Tobin Lake lagoon located at SW 24.52.12.2.
- (g) *Non-Resident Property* shall mean any property that is not located within the boundaries of the Resort Village of Tobin Lake.
- (h) *Permit* shall mean a permit issued by the Resort Village and/or by the Province of Saskatchewan and its appropriate agency having jurisdiction.
- (i) *Person* shall mean an individual, firm, company, association, society corporation, or group.

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- (j) *Resort Village* shall mean the Resort Village of Tobin Lake, its council and any authorized agents or personnel.
- (k) *Sewage* shall mean liquid domestic sewage, defined as any remains or by-products which contain animal, mineral or vegetable matter in solution or suspension excluding stormwater or any uncontaminated water.
- (l) *Sewage Access Permit* shall mean a permit issued by the Resort Village of Tobin Lake authorizing access to and use of the lagoons.
- (m) *Sewage Collection System* shall mean the lagoon owned and operated by the Resort Village of Tobin Lake.
- (n) *Stored* shall mean a period of time that is excess of four hours.
- (o) *Wastewater* shall mean domestic sewage and may include industrial waste.
- (p) *Vacuum Truck* shall mean a tank truck with a heavy-duty vacuum designed to pneumatically load solids, liquids, sludge, or slurry through suction lines.

3. ADMINISTRATION

- 3.1. The Resort Village and such person or person coming within the definition of the authority having jurisdiction shall be responsible for administering this bylaw.
- 3.2. The CAO shall be responsible for granting permission for access to and the use of the lagoon for the purpose of the Commercial Hauler obtaining a permit from the Province of Saskatchewan.
- 3.3. The CAO, may suspend or revoke a Sewage Access Permit in the event that this bylaw is not complied with.
- 3.4. Nothing in this bylaw relieves any person from complying with any provision of any Federal or Provincial legislation, regulation or code or requirement of any bylaw of the Resort Village and including any weight restrictions imposed under the *Highway Traffic Act* or any restrictions imposed by the Rural Municipality of Moose Range or the Resort Village.

4. PERMITS AND AUTHORIZATIONS

- 4.1. The Resort Village has the right to deny the acceptance of sewage 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.
- 4.2. The Resort Village of, at its discretion, may require a Commercial Hauler to provide sample testing prior to depositing any liquid domestic waste at the lagoon if, in the opinion of the Resort Village, the effluent being hauled may contain materials and chemicals that are deemed to be hazardous or dangerous to the environment.
 - (a) The Commercial Hauler shall be responsible for all costs relating to performing the required tests and submitting analysis information to the Resort Village for review.

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- 4.3. No Commercial Hauler shall be authorized to access and dispose of sewage in the Sewage Collection System without a current Sewage Access Permit as defined by the Resort Village from time to time.
- 4.4. The Resort Village reserves the right to inspect any apparatus used to collect or dispose of Sewage into the Sewage Collection System.
- 4.5. No Commercial Hauler shall have access to or use the Sewage Collection System without a valid permit to transport and dispose of liquid domestic sewage, as issued by the Province of Saskatchewan.
- 4.6. Sewage Access Permits is only valid for vehicles/equipment owned or leased by the permit holder and operated by the owner(s) or employees and in not transferable.
- 4.7. Commercial Haulers shall provide the Resort Village with the Commercial Hauler Report, as per schedule B of this bylaw, on a quarterly basis during the year.

5. KEY FOBS

- 5.1. Every commercial hauler who has been authorized will be issued a key fob to open the gate to the lagoon.
 - (a) A deposit as set out in Schedule A shall be submitted prior to issuance of a key fob.
 - (b) If a commercial hauler requires a replacement key fob, for any reasons, a rate as set out in Schedule A shall be paid.
- 5.2. The gate is to be opened & closed with the assigned key fob when the commercial hauler arrives. The gate shall then be opened & closed with the assigned key fob when the commercial hauler leaves. This is to prevent liability, damage, reporting and wildlife issues. As such, for reporting purposes, one load will result with 1 door opening and 1 door closing.

6. METHOD OF DISPOSAL

- 6.1. Sewage shall be or vacuumed directly into the transport tank in a manner which prevents spillage.
- 6.2. Sewage shall be transported in a manner which prevents leakage or spillage so as not to endanger the environment or the health and welfare of persons.
- 6.3. The Commercial Hauler shall be responsible for cleaning the area surrounding the discharge location after discharge has been completed.
- 6.4. Sewage shall not be discharged into the Sewage Collection System that will harm either the system or the wastewater treatment process; or be otherwise incompatible with the treatment process.
- 6.5. Sewage discharged into the Sewage Collection System shall meet all quality standards established by the Resort Village and the Provincial and Federal legislation.

7. PROHIBITED ITEMS

7.1. The following shall not be discharged into the Sewage Collection System:

- (a) Waste which causes or will cause an adverse effect;
- (b) Any flammable liquid or explosive material;
- (c) A solvent or petroleum derivative including but not limited to gasoline, naphtha, used oil, motor oil or fuel oil;
- (d) Any matter, other than domestic wastewater, which by itself or in combination with another substance is capable of creating odours related to but not limited to hydrogen sulfide, carbon disulfide, other reduced sulphur compounds, amines or ammonia outside or in and around the wastewater collection system;
- (e) Any pesticides or herbicides; or
- (f) Wastewater containing materials which by themselves or in combination with other materials become highly coloured and pass through the wastewater collection system discolouring the effluent.

8. RATES, PAYMENTS AND ACCESS

8.1. The fee structure implemented is intended to address to costs of operation of the Sewage Collection System, including but not limited to:

- (a) Operator remuneration;
- (b) Electricity;
- (c) Road infrastructure;
- (d) Mowing of property;
- (e) Upkeep of equipment;
- (f) Repayment of debenture; and
- (g) Future capital repairs.

8.2. Any excess rates collected beyond the operating costs shall be transferred to a reserve account on an annual basis.

8.3. A Commercial Hauler granted approval to transport sewage to the Sewage Collection System from properties shall collect and remit to the Resort Village fees as set out in Schedule A of this bylaw.

- (a) All invoices shall be paid within thirty (30) days of the date of issue. Penalty for late payment is 2% compounded.
- (b) Accounts that are outstanding, and which remain unpaid after sixty (60) days from the date of issue may result in the Resort Village revoking access to the Sewage Collection System until the amount owing is paid in full.

8.4. Every property owner within the Resort Village shall pay a fee as set out in schedule A of this bylaw.

- (a) The fee shall be applied to each residential, commercial and agriculture titled parcel within the Resort Village, whether or not a building, structure or holding tank is situated on the property.
- (b) All invoices shall be paid prior to 30 April of every year. Penalty for late payment is 2% compounded.

- (c) Any unpaid amounts remaining outstanding as of 31 December in the year in which they were billed, shall be added to the tax roll of the parcel as per section 369 of *The Municipalities Act*.

9. PENALTY AND DAMAGE

9.1. If, at any time, the Resort Village or its authorized agents believe that any vehicle or equipment used by a Commercial Hauler is not in compliance with the terms of this bylaw;

- (a) a written notice will be given to the hauler transporting sewage to the lagoon, setting out the concerns that must be remedied before the hauler may return to use the Sewage Collection System and that the permit has been suspended.

9.2. The following correspondence must be provided to the Resort Village prior to the permit being reinstated:

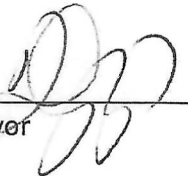
- (a) Written confirmation, from a qualified individual or business, setting out and confirming their qualifications to work on such equipment must be specified in the correspondence, as well as confirmation that there are no defect to the equipment.

9.3. Any Commercial Hauler found to be responsible for damages to the lagoon will be required to cover the costs of repair and could potentially be evicted from using the facility.


10. REPEAL AND COMING INTO FORCE

10.1. Bylaw 3/2020 is now hereby repealed.

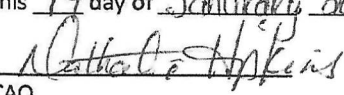
10.2. The rates, charges, tolls, or rents contained in this bylaw shall come into effect on the day of the approval being issued by the Local Government Committee.



Mayor



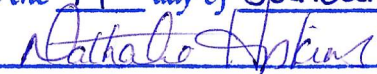
CAO

Read a third time and adopted
this 14 day of January, 2025


CAO



CERTIFIED TRUE COPY

Certified to be a true copy of Bylaw # 2025.01
adopted by the council of the Resort Village of Tobin Lake
on the 14 day of January, 2025


CAO

Schedule A of Bylaw 2025.01

Fees and Rates

Commercial Hauler Rate

Hauls within Resort Village	0.01334 per gallon
Hauls outside Resort Village	0.03000 per gallon

Property Annual Fee

Residential	\$150
Commercial	\$150

Key fob

Key fob deposit	\$25.00
Key fob replacement	\$20.00



Schedule B of Bylaw 2025.01
Commercial Hauler Report



Commercial Hauler: _____

☐ Quarter 1

☐ Quarter 2

☐ Quarter 3

☐ Quarter 4

Hauls within Resort Village

Rate per gallon	Truck capacity	Fee	# of Loads	Amount
0.01334				
0.01334				

Hauls outside Resort Village

Rate per gallon	Truck capacity	Fee	# of Loads	Amount
0.03000				
0.03000				

Total number of loads this Quarter _____

Amount submitted for this Quarter \$ _____

By signing this document, I hereby certify that all information contained herein, are true, accurate, and complete to the best of my knowledge.

Signature of Hauler: _____

Date: _____

A handwritten signature in dark ink, appearing to be "RJD", is located in the bottom right corner of the page.