

**TOWN OF OUTLOOK  
BYLAW NO. 3(2002)**

**A BYLAW OF THE TOWN OF OUTLOOK  
TO PROVIDE FOR ENTERING INTO AN AGREEMENT UNDER SECTION 175 (1)(a)  
OF THE URBAN MUNICIPALITY ACT, 1984**

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

1. The Town of Outlook is hereby authorized to enter into an agreement, attached hereto and forming a part of this bylaw, and identified as "Exhibit A", with:

**The South Saskatchewan River Irrigation District No. 1 Inc., and  
SaskWater;  
each of the Province of Saskatchewan**

for the purpose stated within the agreement.

2. The Mayor and the Administrator of the Town of Outlook are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".
3. Bylaw No. 21(2001) is hereby repealed.

INTRODUCED AND READ a first time this 29<sup>th</sup> day of January, 2002.

READ a second time this 29<sup>th</sup> day of January, 2002.

READ a third time and adopted this 29<sup>th</sup> day of January, 2002.

(SEAL)




\_\_\_\_\_  
Mayor



\_\_\_\_\_  
Administrator

Certified a true and correct copy  
of Bylaw 3(2002) adopted by  
resolution of Council on the  
29<sup>th</sup> day of January, A.D. 2002.

(SEAL)



\_\_\_\_\_  
Administrator

*EXHIBIT A*

**AGREEMENT**

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2002

BETWEEN:

**TOWN OF OUTLOOK,**  
of Outlook, in the  
Province of Saskatchewan

("the Town")

AND:

**THE SOUTH SASKATCHEWAN RIVER  
IRRIGATION DISTRICT NO. 1, INC.**  
of Outlook, in the  
Province of Saskatchewan

("the SSRID")

AND:

**SASKATCHEWAN WATER CORPORATION,**  
of Moose Jaw, in the  
Province of Saskatchewan

("Sask Water")

WHEREAS the Town proposes to construct a sewage lagoon on:

South West Quarter of Section 27  
Township 29  
Range 8  
West of the Third Meridian, Saskatchewan

("SW 27")

AND WHEREAS Sask Water is the owner of and the SSRID is the operator of an irrigation drainage canal passing through SW 27 and:

South East Quarter of Section 28  
Township 29  
Range 8  
West of the Third Meridian, Saskatchewan

("SE 28")

which said drainage canal is depicted on Plans registered in the Saskatoon Midwest Land Titles Office as Nos. 71S12681 (with regard to SW 27) and 71-S-02894 and 71S03427 (with regard to SE 28).

AND WHEREAS the drainage canal is referred to in the works of the SSRID and Sask Water as Drain 2B ("2B").

AND WHEREAS the town wishes to use 2B for purposes of draining secondary cell effluent from the sewage lagoon and discharging it into the South Saskatchewan River.

NOW THEREFORE THE PARTIES HERETO COVENANT AND AGREE TOGETHER AS FOLLOWS:

1. For purposes of this Agreement it is understood and agreed by the Parties that:
  - (a) The proposed sewage lagoon and its location on SW 27 is depicted on Schedule "A" attached hereto.
  - (b) The location of 2B on SW 27 is depicted on Schedule "B" attached hereto.
  - (c) The location of 2B on SE 28 is depicted on Schedule "C" attached hereto.
  - (d) Reference in this Agreement to "the portions of 2B affected by this Agreement" shall mean those portions of 2B passing through SW 27 and SE 28 but shall exclude any portion of 2B lying upstream there from.
2. It is further understood and agreed that water or effluent flowing through the right of way depicted on Schedule "C" ultimately flows into natural drainage to the South Saskatchewan River. The Town will obtain and maintain an agreement permitting the discharge of sewage effluent through the natural drainage.
3. It is understood and agreed that the Town will construct the sewage lagoon as depicted on Schedule "A" and that the secondary cell of such sewage lagoon will be drained in the spring and fall of each and every year via the "drainage outlet" depicted on Schedule "A".
4. The Town will obtain the right and license and all necessary regulatory approvals to construct the above referenced sewage lagoon and drainage outlet to a point on 2B where the natural topography of SW 27 allows effluent to flow by gravity from the drainage outlet through 2B across SW 27 and SE 28 to the natural drainage on the latter quarter section.
5. The SSRID (subject to Memorandum of Understanding #4 between the SSRID and Sask Water regarding the operation and maintenance of the works constructed for irrigation within the SSRID) agrees that it will, prior to commencement of operation of the sewage lagoon, clean the portion of 2B subject to this Agreement of vegetation and other obstruction and generally prepare 2B for proper use as a drain for irrigation drainage purposes and will be solely responsible to maintain and repair the portion of 2B affected by this agreement.
6. The Town agrees to operate the sewage lagoon and drainage outlet affected by this Agreement in accordance with all regulatory approvals issued. The town further agrees to give the SSRID seven days notice of the need to discharge effluent and will coordinate such releases with other runoff events to minimize potential damage to 2B.
7. The Town agrees to compensate the SSRID for additional maintenance cost incurred as a result of damages caused by operation of the sewage lagoon.
8. There shall be no fee payable to the SSRID or Sask Water by the Town for the right to drain effluent into 2B.

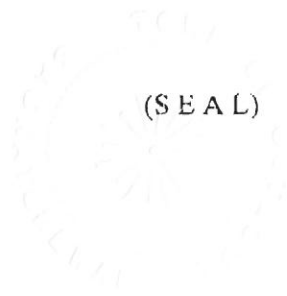
9. It is further understood and agreed that if it is determined by the parties to this agreement that the terminal structure at the end of 2B on the SE 28 needs to be replaced, then (subject to Memorandum of Understanding #4 between the SSRID and Sask Water regarding the operation and maintenance of the works constructed for irrigation within the SSRID, or any successor agreements) the terminal structure may be replaced with a terminal structure designed and/or approved by Sask Water that will be suitable for the purpose and that it may differ from the original structure in design, components, and materials.
10. The Town shall indemnify and save Sask Water and the SSRID and its directors, officers, employees, agents and representatives harmless of and from any Environmental Liability and Cost suffered by, imposed upon or asserted against Sask Water and the SSRID as a result of, in respect of, connected with or arising out of, under or pursuant to:
  - (a) any Claims or Notices relating to any Hazardous Substance, including Claims by those seeking reimbursement of clean-up costs which arose as a result of Dealing in any Hazardous Substance in connection with the operation and/or drainage of the Sewage Lagoon.
  - (b) any Claims or Notices relating to the Release of any Hazardous Substance at any time, onto, across, under or into the premises of any other Person.
  - (c) any Claims or Notices relating to the Town's non-compliance with any Environmental Law or any Environmental Permit, including Claims or Notices relating to the validity of any Environmental Permit, which arise in connection with any facts, circumstances, events, conditions or occurrences in relation to the operation and/or drainage of the Sewage Lagoon.
11. The Town shall indemnify and save harmless Sask Water, the SSRID, their servants, agents and contractors from and against any claims or demand by the Town, its servants or agents, neighboring land owners or others or their servants or agents arising out of or attributable to the operation of the Town's sewage lagoon and the drainage of effluent into 2B.
12. The Town further agrees to indemnify and save Sask Water and the SSRID harmless of and from any claim by any neighboring landowner or other person arising out of seepage, flooding or other damage caused by the operation of the sewage lagoon and the draining of effluent through 2B.
13. This Agreement shall be binding upon the Parties hereto and their assigns.
14. This Agreement shall remain in force and effect so long as the Town requires the diversion of sewage effluent into 2B and maintains the necessary regulatory approvals.

15. This agreement shall be governed by the Laws of the Province of Saskatchewan.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested to by the hand of their proper officers in that behalf on the day and year first above written.

**TOWN OF OUTLOOK**

Per: *[Signature]*  
Per: \_\_\_\_\_



(S E A L)

**THE SOUTH SASKATCHEWAN RIVER IRRIGATION DISTRICT NO. 1, INC.**

Per: \_\_\_\_\_  
Per: \_\_\_\_\_

(S E A L)

**SASKATCHEWAN WATER CORPORATION**

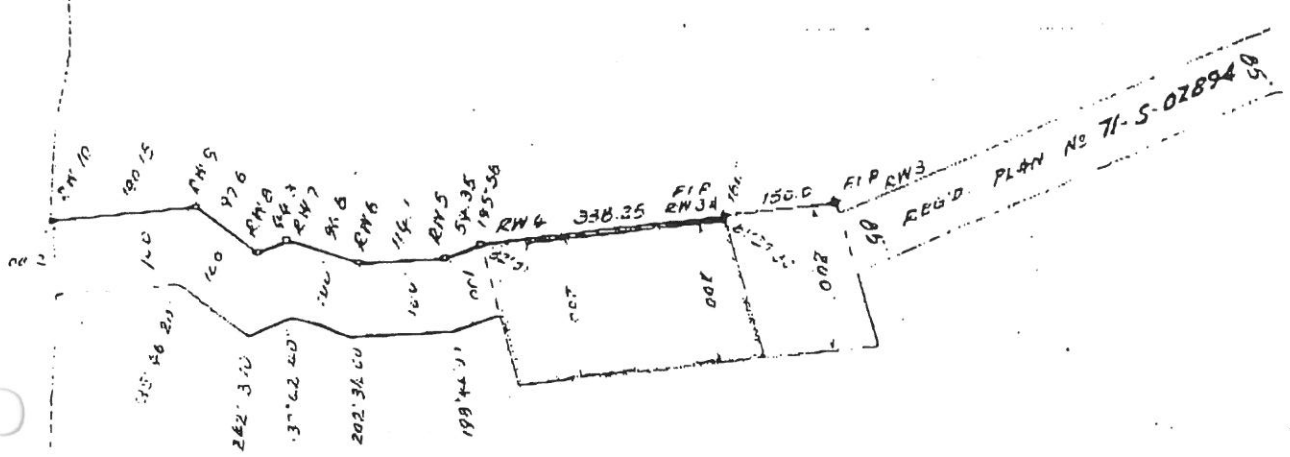
Per: \_\_\_\_\_  
Per: \_\_\_\_\_

(S E A L)

SCHEDULE "C"

BRODERICK AREA

PLAN No. ~~801-6-8~~  
71S03427



The above is taken as the boundary  
 per application of BAMA Sec Section 30  
 of the registration provisions for the  
 LAND TITLES ACT 1958

S.E. 1/4 - SEC. 28-29-8-W. 3RD  
 AREA IN RIGHT OF WAY = 296 AC.

22 Feb 71  
 71-S-03427  
*[Signature]*

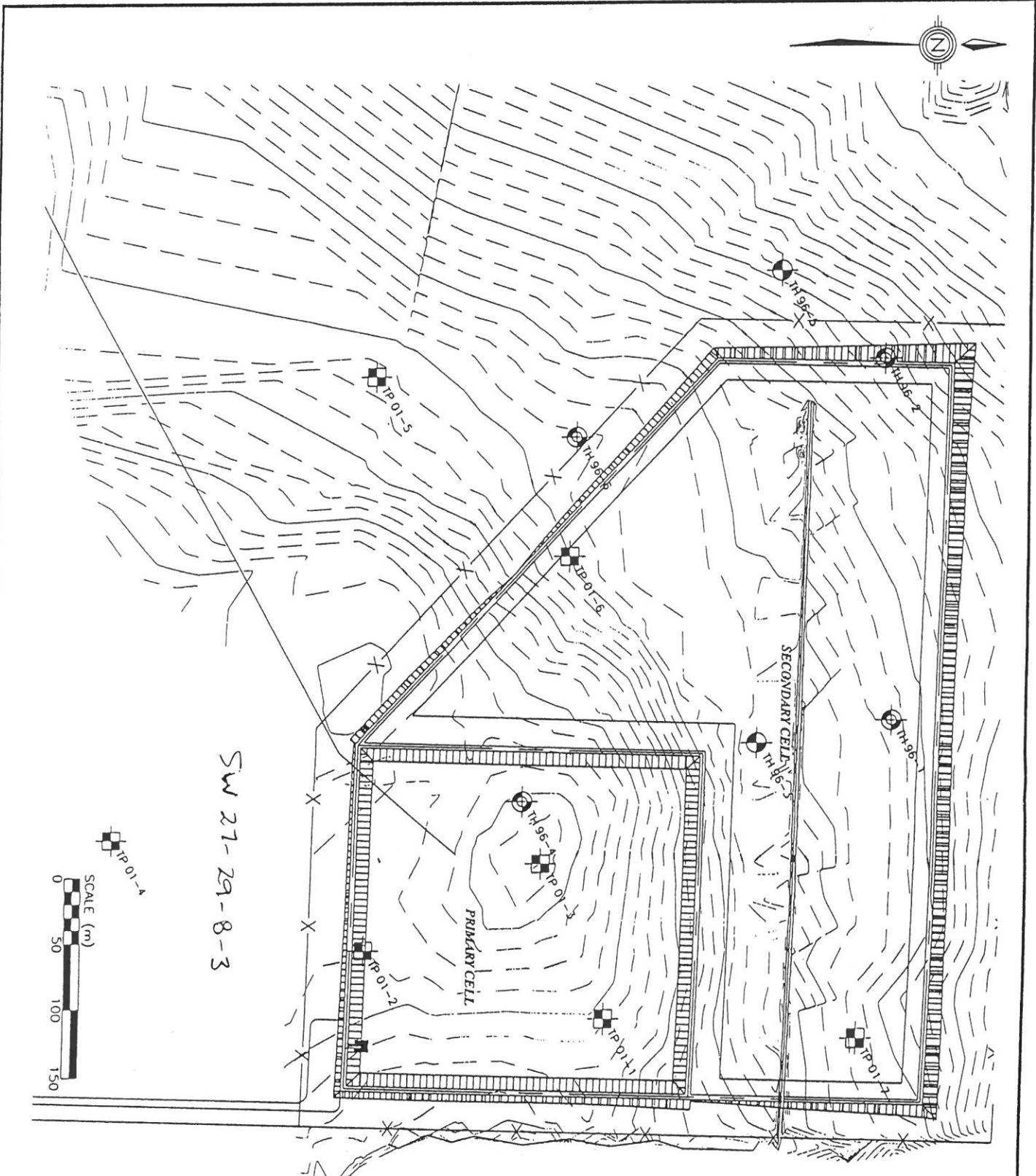
18 Feb 71  
*[Signature]*

66'

ALLIANCE

ROAD

SCHEDULE "A"



- NOTE:
1. THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. ACTUAL LOCATIONS MAY VARY AND NOT ALL STRUCTURES ARE SHOWN.
  2. THIS DRAWING WAS COMPILED FROM UMA ENGINEERING LTD. DRAWING.

LEGEND

- PMEL TEST HOLE
- PMEL TEST PIT
- PMEL TEST HOLE (PIEZOMETER INSTALLED)

P. MACHIBRODA ENGINEERING LTD.



CONSULTING  
GEOTECHNICAL  
GEOENVIRONMENTAL  
ENGINEERS  
2623 B FAITHFULL AVENUE  
SASKATOON, SK

DRAWING TITLE:

SITE PLAN - TEST HOLE LOCATIONS

PROJECT:

SEWAGE LAGOON STUDY  
OUTLOOK, SK

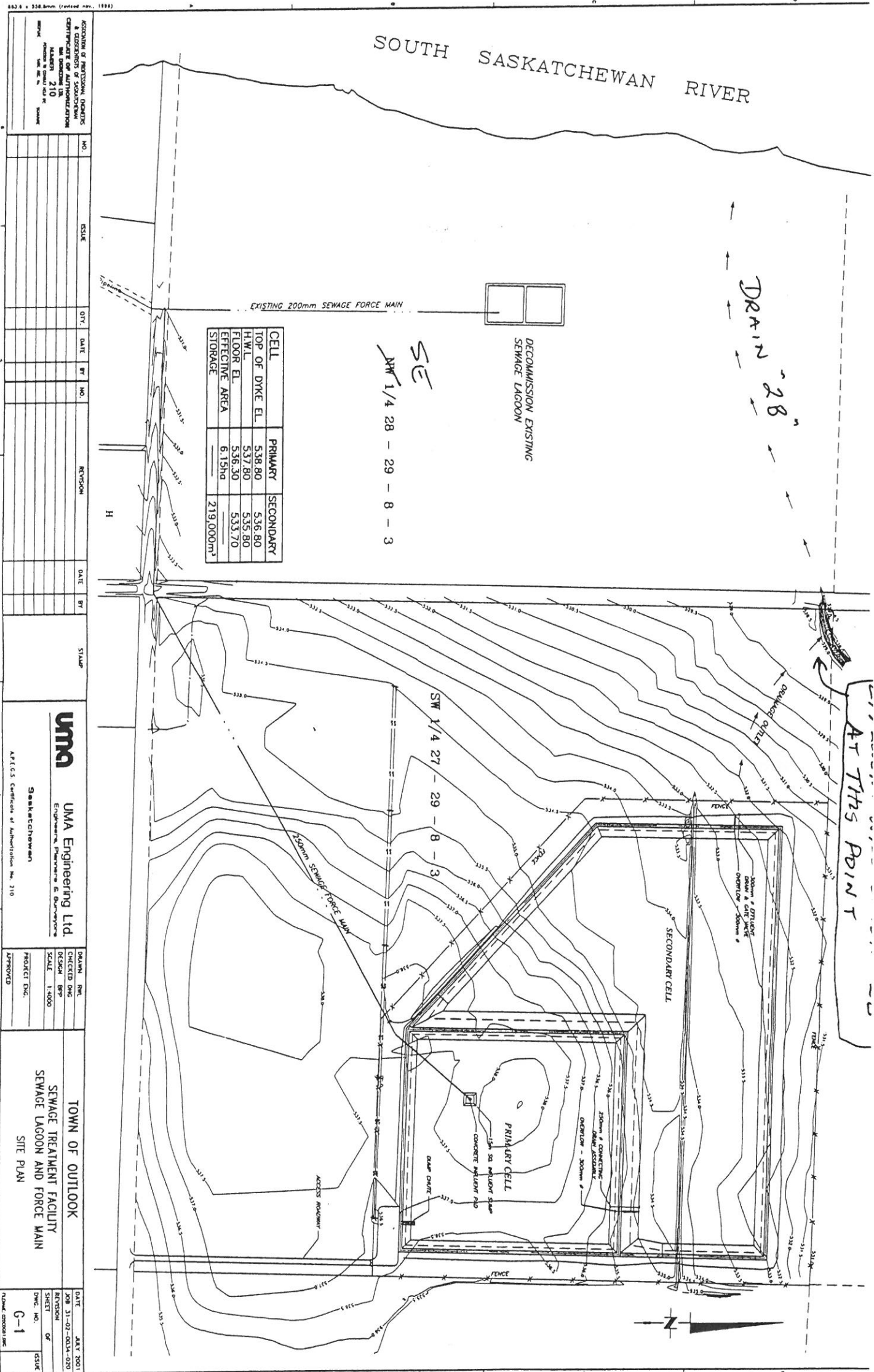
SCALE: AS SHOWN

DRAWING NUMBER:

DATE: JUNE, 2001

S01-4129-1

SCHEDULE "B"



CELL	PRIMARY	SECONDARY
TOP OF DYKE EL.	538.80	536.80
H.W.L.	537.80	535.80
FLOOR EL.	536.30	533.70
EFFECTIVE AREA	6.15ha	
STORAGE		219,000m <sup>3</sup>

APPROVED BY PROFESSIONAL ENGINEER  
 & LICENSED SURVEYOR  
 CERTIFICATE OF AUTHORIZATION  
 NUMBER 210  
 PROJECT NO. 210  
 DATE: 210

NO.	ISSUE	DATE	BY	NO.	REVISION	DATE	BY	STAMP

**UMA**  
 UMA Engineering Ltd.  
 Engineers, Planners & Surveyors  
 Saskatchewan  
 APICS Certificate of Authorization No. 210

DRAWN: RMC  
 CHECKED: DMC  
 SCALE: 1:4000  
 PROJECT ENG. APPROVED

TOWN OF OUTLOOK  
 SEWAGE TREATMENT FACILITY  
 SEWAGE LAGOON AND FORCE MAIN  
 SITE PLAN  
 DATE: JULY 2001  
 JOB NO: 31-02-001A-020  
 SHEET NO. OF: 1  
 DMC NO.: G-1  
 DRAWN BY: DMC