



**Resort Village of Elk Ridge
Regular Council Meeting Minutes
July 18, 2024**

A regular meeting of Council held on Thursday July 18, 2024 at 10:00 a.m. in the White Tail room at Elk Ridge Resort Lodge.

Present: Mayor Garry McKay
Councillors Trudy Engel
Margaret Smith-Windsor
Ross Hewett

CAO Michele Bonneau

Presenters: Clint Austin (Implementation Committee)

1. CALL TO ORDER

Mayor McKay called the meeting to order at 10:00 a.m.

2. APPROVAL OF AGENDA

2024-159 ENGEL: That the agenda be adopted as presented.
SMITH-WINDSOR: Seconded the motion

CARRIED

3. ADOPTION OF MINUTES

3.1 Regular Council Meeting – June 20, 2024

2024-160 HEWETT: That the minutes of the June 20, 2024 Regular Council Meeting be adopted.
ENGEL: Seconded the motion

CARRIED

4. DECLARATION OF CONFLICT OF INTEREST

5. DELEGATIONS

5.1 Clint Austin (Utility Implementation Committee)

2024-161 ENGEL: That Council receives and files Clint Austin's Engagement Status Report – July 17, 2024.
HEWETT: Seconded the motion

CARRIED

6. PUBLIC HEARINGS

7. PUBLIC ACKNOWLEDGEMENTS

8. BUSINESS ARISING FROM MINUTES

2024-162 **8.1 Asset Purchase Agreement**

SMITH-WINDSOR: That the Mayor and CAO be authorized to sign the Asset Purchase Agreement between Elk Ridge Utility and the Resort Village of Elk Ridge.

HEWETT: Seconded the motion

CARRIED

2024-163 **8.2 Utility – 5 Year Capital Budget**

HEWETT: That Council table the presentation of the Utility 5 Year Capital Plan presentation to the September 19, 2024 Regular Meeting.

ENGEL: Seconded the motion

CARRIED

9. NEW BUSINESS

2024-164 **9.1 North Central Planing District Agreement**

McKAY: That Council authorizes the Mayor and CAO to sign the North Central Planning District Agreement.

SMITH-WINDSOR: Seconded the motion

CARRIED

2024-165 **9.2 Staffing Plan**

SMITH-WINDSOR: That Council table the presentation of the Resort Village Staffing Plan presentation to the September 19, 2024 Regular Meeting.

HEWETT: Seconded the motion.

CARRIED

10. MOTIONS

2024-166 **10.1 Public Works Committee**

McKAY: That the Public Works Committee be disbanded.

ENGEL: Seconded the amendment

CARRIED

2024-167 **10.2 Community Services Committee**

McKAY: That the Community Services Committee be disbanded.

HEWETT: Seconded the motion

CARRIED

2024-168 **10.3 Road Sanding**

McKAY: That the Resort Village of Elk Ridge pursue a sole source Agreement with Routes2SK Inc. for road sanding and appropriate sanding material commencing the 2024-25 winter season.

ENGEL: Seconded the motion

CARRIED

2024-169 **10.4 Bylaw 2024-04 Base Tax Amendment**

McKAY: That Bylaw 2024-04 to provide a Base Tax be amended by replacing \$360 with \$300 for the Commercial and Industrial Property Class under Land & Improvements.

ENGEL: Seconded the motion

CARRIED

2024-170 **11. ADMINISTRATION REPORT**

Administration Reports

SMITH-WINDSOR: That the administrators report be accepted as presented.

HEWETT: Seconded the motion.

CARRIED

CAO holiday schedule

- 2024-171 SMITH-WINDSOR: That the CAO holiday schedule (July 19 (4 hours), August 2(4 hours), August 10 (4 hours), August 21 (8 hours), August 22 (8 hours) and August 23 (4 hours) be approved as requested.
ENGEL: Seconded the motion. CARRIED
- 12. FINANCE REPORT**
- 12.1 Monthly Bank Reconciliation & Financial Statement**
- 2024-172 HEWETT: That the Detailed Statement of Financial Activities, Bank Reconciliation and List of Accounts Paid be accepted and filed.
SMITH-WINDSOR: Seconded the motion. CARRIED
- 13. READING OF BYLAWS**
- 13.1 Bylaw 2024-07 A Bylaw to Manage Waterworks and Sewage works**
- 2024-173 ENGEL: That Bylaw 2024-07 A Bylaw to Manage Waterworks and Sewage works be now read a third time and adopted.
HEWETT: Seconded the motion. CARRIED
- 13.2 Bylaw 2024-09 – A Bylaw to Establish Property Tax Incentives and Penalties**
- 2024-174 HEWETT: That Bylaw 2024-09 A Bylaw to Establish Property Tax Incentives and Penalties be amended by increasing the penalty rate to 2.00% in Section 2b).
ENGEL: Seconded the motion CARRIED
- 2024-175 ENGEL: That Bylaw 2024-09 A Bylaw to Establish Property Tax Incentives and Penalties be introduced and read a first time as amended.
HEWETT: Seconded the motion. CARRIED
- 2024-176 SMITH-WINDSOR: That Bylaw 2024 A Bylaw to Establish Property Tax Incentives and Penalties be now read a second time as amended.
HEWETT: Seconded the motion. CARRIED
- 2024-177 ENGEL: That leave be granted for third reading of Bylaw 2024-09 A Bylaw to Establish Property Tax Incentives and Penalties as amended.
SMITH-WINDSOR: Seconded the motion. UNANIMOUSLY CARRIED
- 2024-178 HEWETT: That Bylaw 2024-09 A Bylaw to Establish Property Tax Incentives and Penalties be now read a third time as amended and adopted.
SMITH-WINDSOR: Seconded the motion. CARRIED
- 2024-179 SMITH-WINDSOR: That Bylaw 01-2022 A Bylaw to Establish Property Tax Incentives and Penalties be repealed.
ENGEL: Seconded the motion. CARRIED
- 13.3 Bylaw 2024-10 – A Bylaw Respecting Open-Air Fire Restrictions**
- 2024-180 ENGEL: That Bylaw 2024-10 A Bylaw Respecting Open-Air Fire Restrictions be introduced and read a first time.
HEWETT: Seconded the motion. CARRIED
- 2024-181 SMITH-WINDSOR: That Bylaw 2024-10 A Bylaw Respecting Open-Air Fire Restrictions be now read a second time.

- ENGEL: Seconded the motion. CARRIED
- 2024-182 HEWETT: That leave be granted for third reading of Bylaw 2024-10 A Bylaw Respecting Open-Air Fire Restrictions.
SMITH-WINDSOR: Seconded the motion. CARRIED UNANIMOUSLY
- 2024-183 ENGEL: That Bylaw 2024-10 A Bylaw Respecting Open-Air Fire Restrictions be now read a third time and adopted.
HEWETT: Seconded the motion. CARRIED
- 2024-184 ENGEL: That Bylaw 04-2023 A Bylaw Respecting Open-Air Fire Restrictions be repealed.
HEWETT: Seconded the motion. CARRIED

14. NOTICE OF MOTION

15. INQUIRIES

16. IN-CAMERA

- 2024-185 ENGEL: That Council go in-camera to discuss the land lease for the waste depot at 12:08 pm.
HEWETT: Seconded the motion. CARRIED
- Present: Mayor McKAY, Councillors: ENGEL, HEWETT, SMITH-WINDSOR, CAO, Incoming Councillors: SCHWEHR, ARCHER & HALL

- 2024-186 HEWETT: That Council reconvenes to the Regular Council Meeting at 12:28 pm.
ENGEL: Seconded the motion. CARRIED
- Present: Mayor McKAY, Councillors: ENGEL, HEWETT, SMITH-WINDSOR, and CAO.

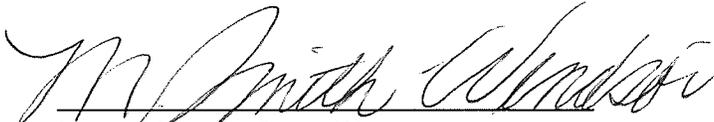
17. INFORMATION ITEMS/CORRESPONDENCE

17.1 Water Filtration Pilot Project final report

- 2024-187 SMITH-WINDSOR: That Council request BCL Engineering to comment on the Pilot Project Report.
HEWETT: Seconded the motion.
- 2024-188 ENGEL: That the motion be amended by inserting after request, *Elk Ridge Utility to obtain comment from BCL Engineering on the Pilot Project Report by July 31, 2024.*
McKAY: Seconded the motion. CARRIED
- Amended Motion: That Council request Elk Ridge Utility to obtain comment from BCL Engineering on the Pilot Project by July 31, 2024. CARRIED

18. ADJOURNMENT

- 2024-189 ENGEL: That this meeting now be adjourned at 12:29 p.m.
McKAY: Seconded the motion CARRIED



Mayor Margaret Smith-Windsor



CAO Michele Bonneau

RESORT VILLAGE OF ELK RIDGE

BYLAW NO. 2024-04
A BYLAW TO PROVIDE FOR A BASE TAX

The Council of the Resort Village of Elk Ridge enacts as follows:

1. This bylaw shall be known as the "Base Tax Bylaw".
2. A base tax shall apply to the types and classifications of property included in the table below for all property within the boundaries of the Resort Village of Elk Ridge:

Property Class	Type of Property		
	Land	Improvements	Land & Improvements
Multi-Residential	100	260	360
Residential	100	1100	1200
Commercial & Industrial	100	200	300

3. Where a property is classified within more than one property classification by the Saskatchewan Assessment Management Agency, the base tax calculation shall be considered independently and applied to each classification.
4. This Bylaw shall come into effect on the day of its final passing.

Read a FIRST time this 18th day of July, 2024.

Read a SECOND time this 18th day of July, 2024.

Read a THIRD time and adopted this 18th day of July, 2024.





Mayor



CAO



RESORT VILLAGE OF ELK RIDGE

BYLAW NO. 2024-07

A BYLAW TO MANAGE WATERWORKS AND SEWAGE WORKS

PART I GENERAL MATTERS

1) SHORT TITLE

- a) This bylaw may be cited as the "Water and Sewer Utility Bylaw".

2) PURPOSE

- a) The purpose of this Bylaw is to establish and regulate the supply, collection, treatment, storage and distribution of water, and to set terms and guidelines for the provision of utility water and sewage services.

3) DEFINITIONS

In this Bylaw, in any amending Bylaws, and in any schedule attached hereto, the following words and terms shall have the following meaning:

- a) **Administrator or Chief Administrative Officer ("CAO")** means the Chief Administrative Officer of the Resort Village of Elk Ridge.
- b) **Administration** means the office of the Chief Administrative Officer and all reporting departments of the Resort Village.
- c) **Account or "utility account"** means the information used by the Resort Village for the purpose of billing.
- d) **Collection system** means a system of pipes, conduits, drains, sewage mains, manholes and appurtenances used for collecting and conveying sewage from a sanitary sewer service connection but excludes service lines.
- e) **Council** means the Council of the Resort Village of Elk Ridge
- f) **Consumer or consumers** means the legal owner(s) of a premises to whom the waterworks and/or sewage works services are connected and supplied and is the holder of a utility account with the Resort Village.
- g) **Curb stop** means the Resort Village's shut-off valve for water or sewer to the premises.
- h) **Distribution system** means that portion of a waterworks, including water pipes, water mains, storage reservoirs, valves, hydrants and associated components, that is designed or used to convey water for human consumptive use or hygienic use to a service connection, but excludes service lines.
- i) **Grantee** means the person who extends and maintains water service lines and/or sanitary sewer service lines under the property owner and has permission by the property owner to access the property for the purpose of executing its responsibilities.

- j) **Grinder pump** means a household or communal low pressure sewage pumping unit of type Environment One Corporation 2000 series, Model #201061 or most recent model of the same type.
- k) **Improvement** means any visible structure of a permanent nature, constructed or placed upon, in or over land.
- l) **Landlord** means the owner or owners of a property in the Resort Village that rents to a tenant.
- m) **Resort Village** means The Resort Village of Elk Ridge.
- n) **Water meter** means a water meter and meter reader supplied by the Resort Village.
- o) **Occupant** means the owner, tenant or person who has permitted use of a residential, multi-unit residential or commercial and industrial property;
- p) **Owner** means the registered owner of a property or the purchaser who is entitled to occupy and use the property.
- q) **Person** means an individual, partnership, association, corporate body, trustee, executor, administrator, consumer or agent.
- r) **Premises** means the land and buildings connected to water or sewage services from the Resort Village.
- s) **Public Works and Utilities** means the Resort Village Public Works and Utilities department and its associated staff.
- t) **Service connection** means the lateral pipe and all apparatus that connects a Resort Village water main or sewage main to a premise.
- u) **Service line** means the portion of the potable water or sanitary sewage service connection from a consumer's property line to the household or building or other point of use.
- v) **Sewage works** means the any municipal sewage system or sewage sub-system designed for the collection, storage, transmission, treatment or disposal of sewage.
- w) **Waterworks** means municipal waterworks system or any waterworks sub-system that is designed to supply, collect, treat, store or distribute water that is intended or actually used for human consumption or hygiene, regardless of whether any other uses have been made of that water.
- x) **Water supply** means ground water obtained from a municipal well for the purpose of human consumption and hygiene.

4) ESTABLISHMENT OF WATERWORKS AND SEWAGE WORKS SERVICE

- a) The Resort Village of Elk Ridge Waterworks and Sewage Works services are hereby established.

5) RESPONSIBILITIES

- a) The Resort Village owns, operates and maintains, at its own expense, all permits, licenses, facilities, systems, pumping stations, components, apparatus, basins, and equipment associated with the water supply, water treatment, water distribution, as well as sanitary sewage collection and sewage treatment.
- b) When practicable and feasible, the Resort Village shall provide notice of any potential disruptions to any water or sewer service for the purpose of performing maintenance, repairs, alternations, or improvements on any of its waterworks or sewage works.
- c) Every owner or consumer, as the case may be, shall be responsible for abiding by these Bylaws and

the Terms and Conditions Policy outlined in Schedule "A".

6) GENERAL AUTHORITY

- a) Council has overall control and authority over Public Works and Utilities, and its policies and rates.
- b) All Resort Village waterworks and sewage works facilities, systems and sub-systems shall be under the management and stewardship of the Public Works and Utilities.
- c) Public Works and Utilities reports to the Chief Administration Officer.

7) UTILITY ALTERATIONS AND REPAIRS

- a) When making alternations, improvements or repairs to any part of the wells, water works or sewage works, or connecting or repairing service connections, the Resort Village shall have the right to shut off a service from any consumer without notice and keep it shut-off as long as may be necessary to enable the work to be completed.
- b) The Resort Village or its employees shall not be liable for any damage resulting from the disruption of water service to any consumer, with or without notice.
- c) Should maintenance or repairs to the Resort Village distribution system, collection system, service connection or curb-stop reside on or under private property, the Resort Village shall diligently and expeditiously complete the work and restore any disturbed ground as far as possible to its former condition, provided that it shall not be the duty of the Resort Village to restore any structure or improvement, whatsoever type or nature erected over or within 10 meters of such work, or pay or compensate the property owner or any third-party for damage or restoration of any structure or improvement.

8) PROHIBITIONS

- a) No account can be transferred without a completed and approved application form found in Schedule "A".
- b) No person other than an employee of the Public Works and Utilities department shall turn on water to any premises, or open a curb stop.
- c) No person shall turn on water or sewer service that has been turned off for any purpose, unless authorized to do so by the Public Works and Utilities Department.
- d) No person other than an employee of the Public Works and Utilities department shall open a service connection valve from any premises into the sewage collection system.
- e) No person other than an employee of Public Works and Utilities or members of the Fire Department, shall open, close or interfere with any hydrant, gate or valve connection.
- f) No person other than Public Works and Utilities shall interfere with any installed water meter.
- g) No person other than Public Works and Utilities shall approve or make any connection whatsoever with any of the Resort Village pipes, sewage lift stations or mains.
- h) No person shall alter, relocate, repair or make any connection to any portion of the Resort Village's waterworks and sewage system without having obtained expressed written permission from Public Work and Utilities.
- i) No extension of water mains or sewer mains shall be constructed unless such construction is authorized by Council.

- j) No new service connections shall be constructed or installed unless authorized by Council.
- k) No person shall install a bypass line around a water meter or between a service connection and a water meter or a service line and a water meter.
- l) The number of RV Sites shall not exceed the number of intended recreational vehicles or service hook-ups described by the applicant in their original application.
- m) No person shall interconnect with the potable water system any appliance, device or system which could back flow into the Resort Village water system without installing proper back flow, anti-siphon, airlock or other devices that have written approval by Public Works and Utilities.
- n) Any interconnection between stormwater systems and sewage collection systems is prohibited.
- o) Construction of private wells, private water systems and private sanitary sewage systems is prohibited unless authorized by Council.

9) VIOLATIONS AND PENALTIES

- a) Any person who contravenes any of the provisions of this Bylaw or fails to comply therewith or with any notice given thereunder is considered guilty of an offence and is liable to the penalties as hereinafter provided. Said penalties shall be listed in Section 44 of this Bylaw which may be amended from time to time.
- b) Where any person has or is alleged to have been in contravention of any of the provisions of this Bylaw, a ticket, summons, or notice may be served upon them. Such person may voluntarily make a payment of the Penalty Sum as set out in Section 44 of this Bylaw 2024-07 within (10) ten calendar days from the date of issuance.
- c) If payment is not received within (60) sixty days from the issue date, a summons may be issued. If payment is made within such time and accepted, then that person shall not be liable to further prosecution of the offence.
- d) Where any person has been served a ticket, summons, or notice in contravention of any of the provisions of this Bylaw, such person shall maintain a twelve—month clear period from the date of the last occurrence before such time where a First Offence Penalty Sum will be reinstated.
- e) If a provision of this Bylaw conflicts with the provision of any other applicable Resort Village Bylaw, the provision that establishes the higher or more restrictive standard to protect the health, safety, welfare, peace, and comfort enjoyed by the inhabitants of the Resort Village shall prevail.
- f) If a provision of this Bylaw conflicts with the provisions of any legislation, then the legislation shall prevail.
- g) This Bylaw shall not be construed to reduce or mitigate any restrictions or regulations lawfully imposed by the Resort Village by any government authority having jurisdiction to make such restrictions or regulations.

PART II
STARTING AND DISCONTINUING WATER AND SEWER SERVICES

10) APPLICATION PROCEDURES FOR STARTING A SERVICE AND OPENING AN ACCOUNT

- a) All new owners, including persons who are taking over premises where water has been previously used by another consumer, are required to complete and execute an application form provided by the Resort Village (Schedule "A").
- b) The completed Schedule "A" application form shall be sent by the applicant to Public Works and Utilities a minimum of 14 days prior to requiring waterworks and/or sewage works services.
- c) The completed application referred to in sub-section 10(a), when accepted by the Public Works and Utilities shall be a contract between the applicant and the Resort Village for the supply of water and/or discharge of sewage. All applicants shall be required to comply with all sections of the Water and Sewer Utility Bylaw and the Terms and Condition Policy.
- d) All owners and consumers shall be required to comply with all sections of the Water and Sewer Utility Bylaw and the Terms and Condition Policy.

11) ACCOUNTS NOT TRANSFERRABLE TO RENTERS AND GUESTS

- a) Utility accounts are not transferable between landlords, their agents or tenants.
- b) Landlords are responsible for ensuring renters comply with these Bylaws and the Utility Terms and Conditions Policy.
- c) Consumers are responsible for ensuring accurate and timely transmission and communication of Utility information and notices to their respective agents, renters, guests, customers, or visitors, as may be applicable.

12) SEASONAL SERVICE

- a) Consumers are responsible for ensuring adequate protection of service connections, service lines, meters and curb stops, during seasonal shutdowns.
- b) Repairs made to Resort Village service connections, curb-stops or meters as a result of damage caused by inadequate consumer seasonal shutdown procedures or protections, will be expensed to the consumer.
- c) Seasonal services shall not be excluded from any service fees.

PART III
WATER AND SEWER SERVICE CONNECTIONS

13) RESORT VILLAGE'S AUTHORITY TO REQUIRE SERVICE CONNECTIONS

- a) Nothing in this Bylaw shall preclude or undermine the authority of the Resort Village to require owners of property to connect the property with the municipal systems of sanitary sewers, storm sewers and waterworks in accordance with the provisions of The Local Improvements Act, 1993, which may be amended from time to time, or any other relevant legislation providing similar authority.

- b) Where the Resort Village requires property owners to connect property with the municipal systems of sanitary sewers and waterworks, the provisions of this Bylaw shall apply.

14) OWNERSHIP: SERVICE CONNECTIONS, CURB STOPS AND SERVICE LINES

- a) The Resort Village owns and maintains, at own expense, the water service connection from the water main to the consumer's property line.
- b) The Resort Village owns and maintains, at its own expense, the sewer service connection from the sewage main to the consumer's property line.
- c) The Resort Village owns and maintains the curb-stop, at its own expense.
- d) The consumer or Grantee, as applicable, owns and maintains the water service line, at its own expense.
- e) The consumer or Grantee, as applicable, owns and maintains the sewer service line, at its own expense.

15) CONSTRUCTION, ALTERATION OR RELOCATION OF WATER AND SEWER SERVICE CONNECTIONS

- a) Any person who wishes to construct, alter or relocate any service connection is required to complete and execute an application form provided by the Resort Village (Schedule "A").
- b) The Resort Village shall determine the number and type of service connections at its own discretion.
- c) If the Consumer obtains written approval from Public Works and Utilities, the Consumer shall pay the entire cost to affect the construction, relocation or alteration of a service connection or curb stop, including any costs incurred by the Resort Village.

16) DAMAGE TO RESORT VILLAGE WATERWORKS OR SEWAGE WORKS

- a) The property owner shall be responsible for the cost of repair or replacement of any part of the municipal waterworks or sewage works systems, components, equipment, facilities, or apparatus curb stop that has been determined by the Resort Village as being damaged or partially damaged through any act of negligence or misuse of such property owner or any person renting or occupying such property.

17) CONSTRUCTION OF SERVICE LINES

- a) All owners who require to construct and install a new service line are required to complete and execute an application form provided at Schedule "A".
- b) Every service connection and service line constructed or installed pursuant to this Bylaw, including pipes, fittings, curb stops, and control valves shall be inspected by Public Works and Utilities.
- c) Service lines shall be constructed at minimum depth of cover of 3.0 meters below finished grade, except near a foundation wall for which the depth shall be a minimum of 2.25 meters or depth approved in writing by Public Works and Utilities.

18) EXCAVATIONS FOR CONSTRUCTION OF SERVICE CONNECTIONS AND SERVICE LINES

- a) All persons performing an excavation must ensure that all provincial legislative requirements for ground disturbance are being followed.
- b) No person, having constructed or installed a service connection or service line pursuant to this Bylaw, shall backfill any excavation containing such service connection or service line prior to

inspection by Public Works and Utilities.

- c) The Resort Village may discontinue the water or sewage service to any property where the trench or excavation containing the service connection was closed in prior to inspection by Public Works and Utilities.

19) DISCONNECTION OF SERVICES AND CLOSURE OF ACCOUNTS

- a) Consumers may discontinue and terminate their account for water or sewer services upon giving 14 days' written notice of the property transfer date, to Public Work and Utilities.
- b) Upon receiving notice a final meter reading will be made on the transfer date, and the account will be billed for the amount due at discontinuance, and the account will be closed after receiving payment.
- c) The Resort Village is not responsible for any charges incurred by the consumer related to their failure to meet the requirements of notice or accuracy of information provided in the notice.

20) CHANGES IN ACCOUNT INFORMATION

- a) Application Fees shall be applied to any changes in consumer account information.

PART IV WATER SERVICES

21) FEES, RATES AND CHARGES FOR WATER SERVICE

- a) All persons with a service connection to, or any other person receiving water from, the Resort Villages waterworks shall pay the service connection fees, water consumption fees and other charges calculated pursuant to Part VI of this Bylaw.

22) WATER METER, CURB STOPS AND OTHER WATER SERVICE REQUIREMENTS

- a) Unless specifically approved for unmetered service by Public Works and Utilities, all water supplied to consumers from the Resort Village waterworks shall be measured by a water meter supplied and approved by Public Works and Utilities.
- b) Public Works and Utilities shall determine, at their own discretion, the appropriate size, type and location of water meter required for each property.
- c) The Resort Village may enter the premises of any consumer at any reasonable time with or without notice for the purpose of installation, repair or replacement of meters, examination of plumbing and fixtures, or ascertaining the quantity of water used and the manner of use.
- d) Consumers desiring additional service connections, including water-only service connections, or larger water meters may make application to Public Works and Utilities and, if approved, such additional service connections or larger water meters may be installed, with all costs to be borne by the applicant.
- e) Curb stops shall be installed so that the top of the curb stop is no lower than 3-inches below finished grade, which shall be maintained by the consumer or owner at their own expense.
- f) Owners shall not impede access to the curb stop in any way.
- g) Owners, at their own expense, shall protect the curb stop by installing a valve box or curb sleeve made of steel, iron or composite material, and any other protection apparatus approved by Public Works and Utilities.

- h) The top of the cover of the valve box or curb sleeve box shall be placed at the finished grade of the land, street, or road.
- i) Owners shall be responsible for reimbursement of any expenses incurred by the Resort Village to repair damaged curb stops, including the thawing of frozen service lines and valves.

23) CROSS CONNECTION CONTROL

- a) No person shall connect anything to the water system which may cause the service to be contaminated or polluted.
- b) All consumers shall install back-flow prevention devices in accordance with the National Plumbing Code of Canada, 2005, The Public Health Act of Saskatchewan.

24) OWNERSHIP, CONTROL AND MAINTENANCE OF WATER METERS

- a) All water meters installed on private property are owned by the Resort Village.
- b) No person shall tamper with, alter, remove or disconnect a water meter installed on private property pursuant to this Bylaw.
- c) The Resort Village shall maintain, repair and, if necessary, replace water meters at its own cost provided that Public Works and Utilities has determined that a water meter has not been tampered with or damaged outside of normal wear and tear.
- d) The consumer shall be responsible for the cost of repair or replacement of any water meter that has been determined by Public Works and Utilities as being damaged or partially damaged through any act of negligence or misuse by the property owner or any third-party. This is inclusive of meter freeze-up.
- e) Failure to install a water meter on any service line shall result in disconnection of the water service.
- f) Every consumer, shall be responsible for:
 - i) ensuring safe, convenient and reasonable access to water meters installed on private property and the premises in which such meters are located.
 - ii) ensuring that all water meters installed on private property are insulated from the cold and protected from damage by any cause.

25) FAILURE OF METER TO REGISTER

- a) Water meters shall be read at times established by the Resort Village.
- b) If a meter has failed to register during any portion of the preceding quarter, the amount of water consumption for the quarter shall be estimated to be the same as that of the previous quarter in which the water meter was registered, or the same as that of the corresponding quarter in the preceding year, whichever may be more beneficial to the consumer.
- c) In the instance of a discrepancy between a meter reading device and a meter, the meter shall be the official reading.

26) TESTING AND MALFUNCTION OF WATER METERS

- a) The consumer or occupant of a building may request that the Resort Village test the water meter equipment located on its premises.
- b) The consumers will be responsible for the cost of testing if the water meter is found to be

measuring in accordance with accepted standards and specifications. The fee for the test shall be set in accordance with Schedule "C" as may be amended from time to time.

- c) The consumer or occupant shall immediately notify the Resort Village when it is discovered that a water meter is not operating, or if the water meter becomes damaged or broken, or any water service connection, service line or water metering equipment has been broken.

PART V SANITARY SEWAGE SERVICES

27) FEES, RATES AND CHARGES FOR SEWAGE SERVICES

- a) All persons with a service connection to the Resort Village's sewage works shall pay the service connection fees, water consumption fees and other charges calculated pursuant to Part VI of this Bylaw.

28) SEWAGE SERVICE CONNECTION REQUIREMENTS

- a) Sewage service connections shall be installed as a gravity drainage system or grinder pump system.
- b) No person shall construct or maintain any privy, septic tank, cesspool, or any other facility intended for the disposal of sewage without the approval of Council.

29) BACKFLOW PREVENTOR REQUIREMENTS

- a) All premises with a service connection to the Resort Village sewage works shall install and maintain, at their own expense, a backflow prevention device to prevent water or sewage from backing-up from the sewage collection system and potentially flooding the basement or any other portion of the property or any other property.
- b) Back-flow prevention devices shall be installed in accordance with The National Plumbing Code of Canada, 2005, The Public Health Act of Saskatchewan and The Plumbing and Drainage Regulations and CAN/CSA – B64.10.01 – Manual for the Selection and Installation of Backflow Prevention Devices as may be amended from time to time.

30) GRINDER PUMP REQUIREMENTS

- a) Premises constructed without a gravity drainage service connection to the Resort Village's sewage collection system must install and maintain a grinder pump unit.
- b) Grinder pump service line and service connection pipes shall be constructed of 1.25 inches (32mm) and of type High-Density Polyethylene ("HDPE").
- c) All grinder pump service connections shall be installed and maintained with 1.25-inch curb-stops.
- d) Owners shall not impede access to a curb stop or sewer manhole in any way.
- e) Owners shall implement reasonable measures to protect the curb stop from abnormal wear and tear, freezing, misuse or accidental damage. Acceptable methods for protection include installing, at surface grade, valve boxes or curb sleeves made of steel, iron or composite material, and any other mitigation approved by Public Works and Utilities.
- f) Owners shall be responsible for reimbursement of any expenses incurred by the Resort Village to repair damaged curb stops, including the thawing of frozen service lines and valves.
- g) Consumers that installed a Barnes Eone replacement model series grinder pump unit, model OGP2022C, prior to August 1, 2016, can continue to operate with that Barnes grinder pump system

or latest equivalent model equivalent.

31) GRINDER PUMP OWNERSHIP AND SEWAGE LINE SUPPLIES

- a) Consumers or Condominium Corporations, as the case may be, own their grinder pump unit(s) and are responsible for the installation, maintenance, repair, refurbishment, and disposal of the unit(s) at their own expense.
- b) The Resort Village is responsible for maintaining a supply of grinder pumps and 1.25-inch HDPE pipe.
- c) Consumers, Condo Corporations or their agents may procure a 1.25-inch HDPE pipe, a grinder pump installation kit, or a replacement grinder pump by submitting a procurement request to the Utilities department.
- d) Grinder pump kits, replacement units and materials supplied by the Resort Village will be expensed to the consumer at a cost prescribed at Schedule "C".

32) CONTAMINATION PREVENTION REQUIREMENTS

- a) No applicant shall place, deposit, discharge or suffer a permit or cause to be placed, deposited or discharged into a fixture, building drain, sanitary sewer connection or the Sewage Works System any of the following:
 - i) Any substance designated as a "hazardous substance" within the meaning of The Hazardous Substances and Waste Dangerous Goods Regulations, R.R.S., c.E-10.2 Reg 3.
 - ii) a liquid or vapor having a temperature greater than 65° Centigrade, excepting boiler blow down.
 - iii) gasoline, benzene, naphtha, fuel oil, paint, solvent, or any flammable or explosive liquid, solid or gas.
 - iv) garbage excluding shredded organic matter through a residential household kitchen garburator unit.
 - v) ashes, cinders, grit, sand, stone, cloth, clothing, plastic bags or plastic sheeting or any other solid or viscous substance.
 - vi) animal or fish oils, fat or flesh, feathers, eggshells, or any noxious or malodorous substances capable of creating a public nuisance in or damage to the sewage works or hazard to the health of personnel carrying out duties in relation to the sewage works.
 - vii) wastes having a pH lower than 5.5 or higher than 9.5.
 - viii) storm water including, and not to limit the generality of the foregoing, surface water and roof drainage from the surface of a development or roof of any building.

33) REMOVAL OF OBSTRUCTIONS OR CONTAMINENTS

- a) In case of any blockage of the service connection, collection system or contamination of the sewage works cause by reason of neglect, omission, or failure to strictly comply with this Bylaw, the owner or consumer shall, in addition to penalty of infraction, shall be responsible for reimbursing the Resort Village for all costs of inspection, clearing or removal of such blockage or contaminant and other account for which the Resort Village may be held legally liable for because of such blockage or contaminant.
- b) The expense incidental to the removing of an obstruction or contaminant from a sewer service

connection or service line and the thawing out of a frozen water service connection or service line from the water main to the premise, shall be borne solely by the consumer.

PART VI UTILITY FEES AND BILLING

34) DEFINITIONS, re: UTILITY FEES AND BILLING

In this Part and in any schedule referred to in this Part the following words and terms shall have the following meaning:

- a) **Bulk water distribution** means that potable water is directly provided from the Resort Village water treatment facility or distribution system to a consumer or bulk water container or third-party hauling service who has been contracted by the consumer.
- b) **Dwelling Unit** means one or more habitable rooms constituting a self-contained unit and used or intended to be used together for living and sleeping purposes by one or more persons.
- c) **Residential Unit** means a single-detached or semi-detached building with independent dwelling units that are serviced by either a ½, 5/8 inch or ¾ inch meter. Includes mobile home units.
- d) **Multi-Unit Residential** is a building with two or more live-in units each unit separated from other units by common walls and doors, share common areas and facilities, and is serviced by a 2-inch meter.
- e) **Commercial Unit** is a facility serviced by either 5/8, 2-inch or 3-inch meter. They include but are not limited to buildings used for commercial, merchandising, business or delivery of community services or public services.
- f) **Account in Arrears** means the water or sewage service had been turned back on after a period of shutdown by the Resort Village due to failure of the consumer to pay owed monies or provide a timely response to notice from the Resort Village.
- g) **RV Park** means a seasonally occupied recreational vehicle camp area dedicated for use by one or more recreational vehicles and serviced by one service connection and one Resort Village meter.
- h) **RV Site** means a single vehicle location or parking pad within the RV Park that is or can be hooked-up to the Resort Village water distribution system or sewage collection system.

35) ANNUAL FEES, RATES AND CHARGES FOR WATER AND/OR SEWER SERVICE

- a) Consumers with a service connection to the Resort Village's water system and sewage system shall pay annual base fees based on the type and size of service connection calculated and prescribed at Schedule "B".
- b) Consumers with a service connection to the Resort Village's water system and sewage system shall pay volumetric consumption fees based on the type and size of service connection calculated and prescribed at Schedule "B".
- c) The annual base fee shall always be billable. No exemptions will be given for seasonal, temporary or extended shutdowns.
- d) Consumers with water-only service connections shall not be subject to sewerage fees calculated prescribed at Schedule "B".

- e) All facilities owned and operated by the Resort Village with service connections to the Resort Village water system and sewer system shall not be subject to the annual or volumetric fees prescribed at Schedule "B".
- f) Application Fees shall be applied to any changes in consumer account information as prescribed at Schedule "B".

36) BILLING OF ANNUAL BASE FEES AND VOLUMETRIC CONSUMPTION

- a) Meter readings shall be performed at the discretion of the Resort Village.
- b) Meter readings shall be measured in units of cubic meters or imperials gallons, at the discretion of the Resort Village. (depending on the type of meter)
- c) Annual Base Fees shall be divided into four-equal quarterly payments and Volumetric Fees shall be billed based on estimated or actual consumption during that same quarterly period.
- d) As a result of the Resort Village assuming custody and control of utility operations on November 1, 2024, a one-time, non-recurring billing of ¼ portion of the Annual Base Fee and Volumetric Fees for water and sewer services will be calculated between August 1 to October 31, 2024, and will be billed on October 31, 2024.
- e) As a result of the Resort Village assuming custody and control of utility operations on November 1, 2024, a one-time, non-recurring billing of 1/6 portion of the Annual Base Fee and Volumetric Fees for water and sewer services will be calculated between November 1 to December 31, 2024, and will be billed on December 31, 2024.
- f) As of January 1, 2025, the Annual Base Fees in Schedule "B" shall be divided into four equal payments and billed in four times a calendar year, as per the following invoicing schedule:
 - i) March 31;
 - ii) June 30th;
 - iii) September 30th; and
 - iv) December 31st.
- g) As of January 1, 2025, the Volumetric Fees in Schedule "B" shall be billed calculated and billed four times a calendar year, as per the following invoicing schedule:
 - i) March 31;
 - ii) June 30th;
 - iii) September 30th; and
 - iv) December 31st.

37) BILLING OF OTHER SERVICE FEES

- a) All service fees, other than the Annual Base Fee and Volumetric consumption fees, shall be billable in same month that the service was incurred by the owner or consumer.
- b) Other common service fees, other than Annual Base Fee and Volumetric consumption fees, are prescribed on Schedule "C".

38) PAYMENT TERMS

- a) All invoices shall be due for payment to the Resort Village within 30 days of the date posted on the

invoice.

- b) All manners for which a payment can be made to the Resort Village shall be provided in the body of the invoice and/or in the correspondence email or letter containing the invoice or the letter serving as “notice”.
- c) After 30 days, persons with unpaid invoices shall receive notice of overdue payment.
- d) After 60 days, persons will receive second notice and shall incur a late payment charge of 3% compounded every 30 days. (APR of approximately 42.58%)
- e) If a cheque is returned as “non-sufficient funds”, the person will be billed an additional administrative fee of \$60.00.

39) DISPUTED INVOICES

- a) Disputed charges must be clearly outlined in writing and sent to the Chief Administrative Officer of the Resort Village.
- b) If the Chief Administrative Officer’s response to the dispute is unsatisfactory, then the matter of dispute could be escalated for Council’s consideration.
- c) Councils’ decision on a dispute is final.
- d) Any overdue payment fees on a disputed charge shall also be payable, except in the instance where the dispute has been ruled in favour of the consumer or owner or person.

40) ENFORCEMENT OF PAYMENT

- a) The payment of any penalties, deposits, fees, charges or violations, pursuant to this Bylaw, may be enforced by all or any of the following methods:
 - i) by written Notice;
 - ii) by action in any court of competent jurisdiction;
 - iii) by sending amount owing to collections;
 - iv) by shutting down the water service;
- b) All amounts of owing imposed under this Bylaw are a preferential lien and charge on personal property of the debtor and may be levied and collected as municipal rates and taxes are recoverable.

PART VII MISCELLANEOUS

41) WATER CONSERVATION STRATEGIES

- a) Where, in the opinion of Council, restrictions on the supply, use or consumption of water from the Resort Village waterworks are required, the Council may, by resolution, impose such restrictions on the supply, use or consumption and for such period of time as may be deemed appropriate.
- b) During any period during which Council has imposed restrictions on the use or consumption of water pursuant to subsection 32(a), no person shall use or consume water contrary to such

with the restrictions imposed by Council.

42) COMPLIANCE WITH OTHER LEGISLATION

- a) Nothing contained within this Bylaw relieves any person from complying with any provision of any Federal or Provincial Legislation or any other Bylaw of the Resort Village.
- b) No statement contained in this Bylaw shall be construed to interfere with any additional requirements that may be imposed by the Ministry of Environment, Technical Safety Authority of Saskatchewan, Saskatchewan Public Health Authority or Water Security Agency.

43) LIABILITY FOR DAMAGES

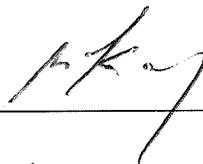
- a) The Resort Village is not liable for damages:
 - i) caused by the breaking, plugging or stoppage of any sanitary sewer main;
 - ii) caused by the interference with the supply of any water service or sewer necessary in connection with the repair or proper maintenance of water or sewer;
 - iii) for any accident due to the operation of the sewage works unless such accident is shown to be directly due to the negligence of Resort Village or its employees.

44) PENALTIES

- a) Any person or persons tampering with or interfering with or in any way injuring any part of the Resort Village waterworks or sewage works, or disconnecting or reconnecting any service or doing anything to break, suspend, divert, obtain the unlawful use of or waste water supplied by the Resort Village or interfering in any manner with the operation and distribution thereof, except under and with the permission in writing from Public Works and Utilities is guilty of an offence and is liable to a fine not exceeding Five Hundred Dollars (\$500.00) per violation, which is due in thirty (30) days. What about repair costs?

45) This bylaw shall come into force on final passing thereof.





Mayor



Administrator

Read a third time and adopted
This 18 day of, July, 2024

SCHEDULE "A"
BYLAW NO. 2024-07, WATER AND SEWER UTILITY BYLAW



Resort Village of Elk Ridge
P.O. Box 171
Waskesiu Lake, SK
S0J 2Y0
1-306-940-9052
infoelkridge@sasktel.net

APPLICATION FORM FOR WATER AND SEWER SERVICES

Instructions

- 1) All applicants must provide the following information in order that the Resort Village of Elk Ridge can activate your water and sewer services.
- 2) Please complete and sign this form and return it to the Chief Administrative Officer at the above email address at a minimum of 14 days before requiring the service.

Consumer Information:

Owner Name					
Email					
Elk Ridge (Service) Address					
Start of Service (possession date)					
Home Phone		Cell Phone			
Permanent Mailing Address					
City		Province		Postal Code	

General Service Requirements

Check all that apply:

- Application Fee (Change in Property Ownership)** **\$200.00**
Application Fees apply to persons who are taking over premises where a service connection and service line had been previously installed and used by another consumer.

- New Connection Application Fee (New Service Line and Meter)** **\$3250.00**
New Connection Application Fees apply to persons who are constructing and installing a new water and sewer service line that will be connected to a curb stop with a pre-existing water and sewer service connection and will have a meter equal-to or less than 2-inches in diameter.

- Other Service Request** **Cost TBD**
Please describe the service you are requesting in the field below (e.g. alter or move a service connection, construct a service connection, add an RV site to the service, etc.)
A representative from Public Works and Utilities will reach out to you within 10 business days to clarify your request and subsequently provide a quote for the applicable service.

Plumber Permit Information

A plumbing permit may be required for the design, installation, construction, addition, alteration, removal, or operation of a plumbing system including the connection of any plumbing system to a communal sewage works or communal waterworks such as the Resort Village's waterworks or a facility within a Condominium Corporation. The Resort Village of Elk Ridge will **not connect nor activate** water & sewer utility services without an appropriate **TSASK permit for service connection** for the premises stated in this application.

A plumbing permit is available from the **Technical Safety Authority of Saskatchewan (TSASK)** who is responsible for issuing **Permits for Service Connections** and issuing inspection **Clearance Letters** for work done under the Plumbing Regulations. The permit can be issued to a Journeyperson plumber or a registered Contractor that employs a plumbing Journeyperson. The Resort Village does not employ any plumbing Journeypersons. For additional information regarding the **TSASK plumbing permit**, visit <https://tsask.ca> or call **TSASK toll free at 1.866.530.8599**.

TERMS AND CONDITIONS OF SERVICE POLICY

1. The Resort Village of Elk Ridge provides services to applicants in accordance with Terms and Conditions of Service provided in this document and any conditions set out in the Water and Sewer Utility Bylaw 2024-07. Applicants are required to comply with all sections of Bylaw 2024-07, The Water and Sewer Utility Bylaw and the Term and Conditions of Service Policy.
2. Sections 10(a), 15(a), and 17(a) of Bylaw 2024-07 requires each applicant to apply for services with the Resort Village of Elk Ridge. Each applicant must complete and sign an Application form.
3. Any material misrepresentation of the information supplied by the applicant on their application for service will be considered sufficient grounds for refusal to provide service to the applicant or if they have already been connected grounds to discontinue service with 48 hours' notice.
4. All applicable fees must be remitted by the Applicant and received by the Resort Village prior to the activation of any water & sewer service.
5. The Applicant acknowledges that the water & sewer services are only for the service address stated in this application ("premises").
6. The Applicant acknowledges that the Resort Village of Elk Ridge owns, operates and maintains only the portion of the water service line from the water main to the curb stop for the premises stated in this application. The owner or consumer is responsible for the remaining portion of the service line from the curb stop to the customer premises being served.
7. The Applicant acknowledges that no changes or alterations of the water and/or sewer service lines are permitted except with the consent of the Resort Village of Elk Ridge whose qualified staff must approve and oversee any repair, maintenance, or alteration of the water and sewer lines as they run from the curb stop to the premises. The Applicant also understands that they shall be responsible for all costs associated with any repair, maintenance or alteration of the water and/or sewer service lines from the curb stop to the premises.
8. The Applicant acknowledges that the Resort Village will provide a single service connection to the premises being served and that the Resort Village retains the right to suspend or terminate service to the premises for any reason, including, but not limited to, making repairs, waterline extensions, or failure by Customer to make payment when due.
9. The Applicant acknowledges that they will be required to utilize the water meter supplied by the Resort Village of Elk Ridge and to permit Resort Village of Elk Ridge staff to supervise and approve the installation & maintenance of the said water meter on the premises, and further, the Customer agrees to prohibit the tampering of the said water supply meter.
10. The Applicant acknowledges that they are responsible for payment of water and sewer services at the rate now or hereinafter established by the Resort Village of Elk Ridge and agrees that they will pay any charges accrued from the date of this application until the Customer provides the

Resort Village written notification as per the Section 19 of Bylaw 2024-07.

11. Customer acknowledges that invoices overdue, including penalties will be subject to a past due payment charge as per Section 44 in Bylaw 2024-07.
12. Once disconnected, no service will be reconnected without the payment of the required fees indicated in Schedules "B" and "C" of Bylaw 2024-07, The Sewer and Water Utility Bylaw.
13. The Chief Administrative Officer has the right to deny service to an applicant if a credit history review indicates that an applicant has a balance owing on a utility account, until such time as that balance is paid in full.
14. The applicant may terminate service provided the Public Works and Utilities is given a minimum of 14-days prior notice. The applicant must pay for all services provided to them until the termination date. *The applicant is not released from any previous balances outstanding on the account by the termination of the application.*
15. The applicant shall provide Resort Village of Elk Ridge staff reasonable access to their service address for the purpose of reading the meter. Reasonable access is defined as allowing for the water meter to be read at least once in a period of twelve (12) consecutive months.
16. Applicants must adhere to the Resort Village of Elk Ridge's Harassment and Workplace Policies when dealing with Resort Village staff.
17. For remote recording devices that may require a reconciliation, the Resort Village will compare the readings from the remote recording devices to the property meter once every five years. The Resort Village will replace defective meters, at its own expense.
18. Applicants having a complaint or dispute regarding the application of the Resort Village of Elk Ridge Bylaw 2024-07, The Water and Sewer Utility Bylaw or the policies or practices of Public Works and Utilities Utility Department, shall bring the concerns to the Chief Administrative Officer.
19. Terms and conditions will be available in print at the time of application or on the Resort Village of Elk Ridge website at <https://resortvillageofelkridge.ca>. Terms and Conditions are subject to change at any time without prior notification to the applicant.

I hereby authorize the Resort Village of Elk Ridge to activate my water & sewer utility services based on conditions set forth above.

I HAVE REVIEWED THIS AGREEMENT, FULLY UNDERSTOOD ITS TERMS, AND AGREE TO BE BOUND BY ITS PROVISIONS.

Applicant Signature

Date

Applicant Signature

Date

SCHEDULE "B"
BYLAW NO.2024-07, WATER AND SEWER UTILITY BYLAW

1) APPLICATION FEES FOR EXISTING WATER AND SEWER SERVICE CONNECTIONS

a) Commencing 1 November 2024:

i) Application Fees apply to persons who are taking over premises where a service connection and service line had been previously installed and used by another consumer:

(1) Application Fee (Change in Property Ownership): \$200.00

(2) Changes in Account Information (e.g. email, phone number, etc.) No Charge

ii) New Connection Application Fees apply to persons who are constructing and installing a new water and sewer service line that will be connected to a curb stop with a pre-existing water and sewer service connection.

(1) New Connection Application Fee: \$3250.00

(2) New Connection Fees are limited to service connections with meters equal to or less than 2-inches.

(3) New Connection Application Fees include the supply of up to a water meter and inspection of one water and one sewer service connection by the Resort Village.

(4) The consumer shall be responsible for constructing and installing the service line(s) at their own expense.

(5) The consumer shall be responsible for procuring and installing a grinder pump at their own expense, as may be applicable.

(6) Consumers who have backfilled the service connection trench prior to inspection by the Resort Village shall pay all costs incurred by the Resort Village to excavate and backfill the service connection.

2) ANNUAL BASE AND VOLUMETRIC FEES FOR WATER SERVICE

a) Commencing November 1, 2024:

i) Annual Base Fees and Volumetric Charges for Water is calculated as follows:

Dwelling Type	Annual Base Fee	Volumetric Fee (\$/100 imp. gal)
Residential Unit	\$1,225.00	\$1.00
Commercial Unit	\$1,315.00	\$1.00
Multi-Unit Residential	\$1,315.00	\$1.00
RV Lot	\$463.00 per lot	N/A
RV Site	N/A	\$1.00

i) Meter readings and Volumetric Fees shall be calculated as Canadian dollars per one-hundred imperial gallons (\$/100 imp. gallons).

3) VOLUMETRIC FEES FOR SEWER SERVICE

b) Commencing November 1, 2024:

i) Sewer volumetric collection shall be calculated as one hundred percent (100%) equivalent to the volumetric consumption of water as measured by the consumer meter.

ii) Meter readings and Volumetric Fees shall be calculated as Canadian dollars per one-hundred imperial gallons (\$/100 imp. gallons).

iii) Volumetric Charges for Sewerage is calculated as follows:

Dwelling Type	Volumetric Fee (\$/100 imp. gal)
Residential Unit	\$0.25
Commercial Unit	\$0.25
Multi-Unit Residential	\$0.25
RV Site	\$0.25

4) VOLUMETRIC FEES FOR BULK WATER DISTRIBUTION

c) Commencing November 1, 2024:

(1) Bulk Water Distribution Fee (Consumers): \$1.00 per 100 imp. gallons

(2) Bulk Water Distribution Fee (Non-Consumers) : \$2.00 per 100 imp. gallon

SCHEDULE "C"
BYLAW NO. 2024-07, WATER AND SEWER UTILITY BYLAW

1) RECONNECTION OF AN ACCOUNT IN ARREARS

- a) Commencing November 1, 2024:
 - i) Reconnection of an Account in Arrears: \$500.00

2) METER TESTING AND REPLACEMENT

- a) Commencing November 1, 2024:
 - i) Consumers shall pay a deposit for the testing of meters as follows
 - (1) Deposit – Meter Testing: \$50.00
 - ii) If the meter is found to be defective, then the deposit shall be refunded to the consumer and meter shall be replaced at the following cost to the consumer:
 - (1) Defective Meter Replacement: No Charge

3) GRINDER PUMP SUPPLIES

- a) Commencing November 1, 2024:
 - i) All grinder pump and HDPE pipe fees are for component supply only, and exclude costs and all services, applicable permits, that may be required for installation, repair or replacement:
 - (1) Grinder Pump Installation Kit: Cost + 10%
 - (2) Grinder Pump Replacement Unit: Cost + 10%
 - (3) 1.25-inch HDPE pipe: Cost + 10% per foot

4) THAWING OUT OF FROZEN SERVICE CONNECTIONS

- a) Commencing November 1, 2024:
 - i) Thawing Out of Frozen Service Connections: Cost + 10%

BYLAW NO. 2024-09

A BYLAW TO ESTABLISH PROPERTY TAX INCENTIVES AND PENALTIES

The Council of the Resort Village of Elk Ridge in the Province of Saskatchewan enacts as follows:

1. Due Date

Property and other taxes imposed by the Resort Village of Elk Ridge are deemed to be owing on the first day of January in each year and shall be due on August 31.

2. Penalty on Arrears of Taxes

- a) Taxes which remain unpaid after the 31st day of December of the year in which they are levied shall be subject to a penalty.
- b) The method of calculating the penalty shall be a simple rate of 2.00% per month, added on the first day of each month applied to the total taxes, excluding any penalties previously added during the current year, that remain unpaid at the end of the month preceding the month in which the penalty is being applied.
- c) The penalty charges are to be added to and shall form part of the tax roll.
- d) No penalty is to be added to any tax account in good standing that is on the monthly Tax Installment Payment Plan.

3. Penalty on Current Taxes

- a) Where current taxes remain unpaid after the due date noted in section 1 of this bylaw, there shall be added thereto a penalty, calculated at the rate of 1.00% of the unpaid taxes as at the first day of each month in which the penalty is being applied.
- b) The penalty charges are to be added on the first day of each month in which there are unpaid taxes.
- c) The penalty charges are to be added to and form part of the tax roll.

4. Incentive Program – Prepayments

- a) Where taxes levied for the previous taxation year(s) are paid in full, excluding monthly Tax Installment Payment Plan payments, then notwithstanding that taxes for a taxation year have not been levied, the whole or any portion of the municipal taxes paid to the Resort Village on or before March 31 for that taxation year shall receive a discount on the amount paid.
- b) The rate of discount relative to prepayment of taxes:
 - i. Declining discount
 - 1. During the month of January shall be 6%
 - 2. During the month of February shall be 5%
 - 3. During the month of March shall be 4%

5. Education Property Taxes

Section 4 does not apply to property taxes levied on behalf of a school division.

6. Coming into Force

This bylaw shall come into force on July 18, 2024.

Read a FIRST time this 18th day of July, 2024.

Read a SECOND time this 18th day of July, 2024.

Read a THIRD time and adopted this 18th day of July, 2024.



Mayor

SEAL



CAO



RESORT VILLAGE OF ELK RIDGE

BYLAW NO. 2024-10

A BYLAW RESPECTING OPEN-AIR FIRE RESTRICTION

The Council of the Resort Village of Elk Ridge, in the Province of Saskatchewan enacts as follows:

TITLE:

This bylaw shall be referred to as the "*Fire Restriction Bylaw*".

PURPOSE:

to restrict or eliminate the use of fire within the municipality in areas of fire danger;
to attempt to minimize the risk of accidental fire;
to regulate open fires, fireworks and burning of any kind;
to provide for public safety.

PART I – DEFINITIONS

1. "Administrator" shall mean the administrator of the municipality, or in their absence their designate;
2. "Council" shall mean the council of the municipality;
3. "Designated Officer" shall mean the Administrator, a Peace Officer, and any person appointed to enforce this bylaw;
4. "Solid fuel fire" shall mean combustion whether or not flame is present or visible.
5. "Discharge" includes to ignite, fire, or set off and the words "discharging" and "discharged" have a similar meaning;
6. "Fireworks" means any article defined as a firework pursuant to The Canada Explosives Act or any Regulations thereto, shall also include Low Hazard Fireworks and High Hazard Fireworks and Manufactured Fireworks and include fireworks for recreation;
7. "Municipality" shall mean the Resort Village of Elk Ridge;
8. "Peace Officer" means a peace officer as defined in *The Summary Offences Procedures Act, 1990*;

9. "Mayor" shall mean the person elected as Mayor to the municipality, or in their absence the Deputy Mayor.
10. "Supervising Officer" means a person appointed by the Municipality.

PART II – GENERAL REQUIREMENT

11. Fireworks of any kind cannot be discharged without a valid permit from the Municipality. See schedule A.
12. Open air fires for any other purpose other than for recreation or food preparation purposes must have a valid permit from the Municipality. See Schedule B.
13. Open-air fires are not permitted outside the hours of 2:00 p.m. to 11:00 p.m.
14. Open air fires are permitted only when the wind does not exceed 15 kmh.
15. Unless the ground is snow covered any open-air fire/solid fuel fire shall:
 - i. burn only dry, seasoned, preservative-free cord wood or charcoal briquettes.
 - ii. be in a non-combustible receptacle made of materials such as brick, cement or metal of at least 18 gauge and on a non-combustible base;
 - iii. not be closer than 3 m. (9.84 feet) to the unit's property line and no closer than 3 m. (9.84 feet) to any combustibles. Distance from combustibles to be measured from the edge of any overhangs.
 - iv. not contain, rubbish, household/garden/yard waste, or building materials, plastics, rubber, painted or creosoted wood or any contraventions of the *Air Quality Pollution Control Act* of the Province of Saskatchewan.
 - v. the opening of the firebox cannot exceed .61 m. or 24 inches.
 - vi. be covered with a heavy gauge spark arrester screen.
 - vii. not have a flame more than ½ m. or 18 inches above the wall of the receptacle.
 - viii. be supervised continuously by an adult with a nearby means of extinguishing the fire such as a fire extinguisher, a water hose;
 - ix. be thoroughly extinguished before leaving an open-air fire.
16. For the purposes of determining if a fire is left unattended a Court of competent jurisdiction shall accept as evidence that a fire was left unattended if;
 - a. a peace officer or fire department has been dispatched to a fire as a result of a call from the public, where the public advised that a fire is burning and is unattended,
 - b. a person is able to provide information that they have observed the fire burning and that no persons are present or near to the fire.

- c. there is no reasonable evidence to the contrary that the fire was in fact unattended.
17. Any person found guilty of any contravention of this bylaw is subject to a fine of not less than \$500. A corporation will be subject to a fine of not less than \$1000. Any charges for attendance at a fire will be assessed to the owner of the property.

PART III - FIRE BAN

18. A fire ban prohibiting open flame, fire or burning of any kind may be issued by a resolution of Council or jointly by any two officials of the Municipality identified in 20.
19. A fire ban shall be issued in writing and shall identify;
- a. the time and date that the fire ban commences;
 - b. the land location(s) the fire ban covers;
 - c. the time and date the fire ban is lifted, or will be reviewed;
 - d. the person or persons authorizing the fire ban;
 - e. the Authority allowing the fire ban;
 - f. other information that may be in the public interest.
20. Pursuant to section 18 the municipal officials so authorized, in any tandem, to issue a fire ban are the Administrator, Mayor, Deputy Mayor, Peace Officer or designated Supervising Officer.
21. No person shall light, or start, or allow or cause to be lighted, ignited or started a flame, fire or burning of any kind whatsoever in the open air during a fire ban. Electric, propane, or natural gas appliances used in accordance with Manufacturer direction are not considered open-air.
22. No person shall discharge, or start or allow or cause to be discharged, ignited or started any fireworks of any kind whatsoever during a fire ban.
23. A Designated Officer may direct or order any flame, fire or burning to be extinguished forthwith provided that the Designated Officer has reasonable grounds to believe that the continued flame, fire or burning may constitute a hazard.
24. No person shall fail to comply with the lawful direction of a Designated Officer.
25. A Designated Officer may cause any flame, fire or burning to be extinguished forthwith during any period for which a fire ban is in effect within the municipality.

26. The cost of any response to any property where there is a report of any flame, fire or burning during a fire ban shall be the responsibility of the person responsible for the ignition of the flame, fire or burning. If the person or party responsible cannot be readily found or identified, any such costs shall be the responsibility of the property occupant or owner.
27. The Administrator shall add to the taxes of the property owned, occupied or inhabited by the person or persons referred to in Section 24 of this bylaw any, amount which remains unpaid 30 days after the person has been invoiced for the costs associated with any response to reports of a flame, fire or burning during a fire ban.
28. Every person who contravenes any provision of this bylaw is guilty of an offence and liable on summary conviction to:
 - a. in the case of a first offence, to a fine not less than \$500 and not more than \$10,000;
 - b. in the case of a second offence to a fine not less than \$750 and not more than \$10,000;
 - c. in the case of a third or subsequent offence to a fine of not less than \$1000 and not more than \$10,000, to imprisonment for not more than one year or to both.
29. Any amount which remains unpaid 30 days after the person/business has been invoiced, the Administrator shall add to the taxes of the property owned, occupied or inhabited where the offence occurred.
30. A new offence is deemed to have been committed two (2) hours, or more, from any previous offence.

LIMITATION OF PROSECUTION

31. Unless otherwise specifically stated no prosecution for an offence pursuant to this bylaw is to be commenced after two years from the date on which the offence is alleged to have been committed or, in the case of a continuing offence, the last date on which the offence was committed.
32. If any Part, section, subsection, sentence, clause, phrase or other portion of this Bylaw is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, that portion shall be deemed a separate, distinct and independent provision and the holding of the Court shall not affect the validity of the remaining portions of the Bylaw.

33. This bylaw shall come into force on final passing thereof.





Mayor



Administrator

Read a third time and adopted
This 18th day of July, 2024.



RESORT VILLAGE OF ELK RIDGE

BYLAW NO. 27-2022

SCHEDULE "A"

APPLICATION FOR A SPECIAL PERMIT FOR DISCHARGNG OF FIREWORKS is hereby made in accordance with the provisions of Resort Village of Elk Ridge Fireworks Bylaw No. 27-2022 by:

ORGANIZATION INFORMATION

Please print Group or Organization: _____

Contact: _____

Signing Authority: _____

Address: _____

Telephone: _____ Cell: _____

For a special permit to explode fireworks on: the _____ day of _____, 20__ from _____ am/pm to _____ am/pm at (location) _____

Name of Fireworks Supervisor: _____ Telephone: _____

Address: _____

Signature of Property Owner

Signature of Fireworks Supervisor (if not owner) -----

THE RESORT VILLAGE OF ELK RIDGE SPECIAL PERMIT PERMISSION is hereby granted in accordance with the provisions of "Resort Village of Elk Ridge Bylaws" to:

Name of Organization: _____

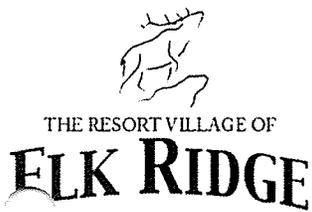
Address & Telephone Number: _____

For the exploding of fireworks on the ___ day of _____, 20__ from ___ am/pm to _____ a.m./p.m at (location) _____ Issued at the Resort Village Elk Ridge, Saskatchewan, this ___ day of _____, 20____.

Signature of Designated Officer

PERMIT NUMBER

The Resort Village of Elk Ridge accepts no responsibility for liability or costs incurred as a result of authorizing this permit. THIS PERMIT IS NOT TRANSFERABLE



RESORT VILLAGE OF ELK RIDGE

BYLAW NO. 27-2022

SCHEDULE "B"

PERMIT TO BURN

PERMIT # _____

Date _____

This permit authorizes _____ of _____, (owner/occupant)
_____ (address of burn), to burn the following:

List materials to be burned:

_____ on the above
mentioned property between the ____ day of _____, 20____ and the ____ day of
_____, 20____, in compliance with the following conditions:

BEFORE BURNING YOU MUST CALL THE BURN CONTROL CENTRE AT 1-866-404-4911

BURNS MUST BE SUPERVISED AND UNDER CONTROL AT ALL TIMES

Where a permit is issued, the issuer shall determine the special precautions if any, to be taken. Unless the issuer otherwise prescribes in writing the permittee shall pile the material to be burned in heaps or rows and he shall not start a fire or cause a fire to be started within fifty yards from any forest land.

Every permittee shall:

Exercise every reasonable care and precaution to prevent the fire from spreading and carefully extinguish it before leaving the place;

Notify the owners or occupiers of any adjacent forest land before starting the fire.

The issuance of a burning permit does not discharge the person acting thereunder from responsibility for damage caused by the fire.

Notwithstanding the issuance of a permit, no fire shall be started if conditions exist that may cause the fire to spread or go out of control.

If a fire spreads or is likely to spread and expenditure is incurred by the Municipality or any person in controlling or extinguishing the fire, the permittee is liable for the amount expended, and the amount may be recovered in any Court of Competent Jurisdiction.

THIS PERMIT WILL BE VOID WHEN A FIRE BAN IS IN EFFECT

The Resort Village of Elk Ridge accepts no responsibility for liability or costs incurred as a result of authorizing this permit.

Authorized Permit Issuer, Title

PERMIT NUMBER

Bylaw 27-2022 Responsibilities of Permittee:

1. Fire is to be supervised and under control at all times.
2. Every permittee shall exercise every reasonable care and precaution to prevent the fire from spreading, to extinguish the fire upon permit expiry, and to ensure the fire is completely out.
3. Notwithstanding the issue of a permit, no fire shall be started if conditions exist that might cause the fire to spread beyond the control of the permittee.
4. If a fire spreads or is likely to spread and expenditure is incurred to suppress or control the fire, the permittee is liable for all costs incurred, which may be recovered in any court of competent jurisdiction.
5. The permittee is not exempt from damages that may be caused to adjacent landowners.
6. Smoke management concerns are to be adhered to, including (but not limited to) the following:
 - a. smoke must not at any time affect road traffic safety.
 - b. smoke must not at any time affect the health and well-being of adjacent homeowners, businesses, or the general public.
 - c. wind direction and smoke travel are to be considered prior to fire ignition.
7. In accordance with the Clean Air Act & Regulations, burning of wood or grass material only, to not include:
 - a. petroleum products
 - b. plastics
 - c. rubber materials
 - d. treated or painted wood products
 - e. household, commercial, or industrial waste/garbageContravention of the Clean Air Act & Regulations and may result in Prosecution

General Rules

All fireguards must be bladed or disked to mineral soil to cover 100% of the guard.

Widths:

- Fine Fuels (Grass, Stubble): 6-15m (20-50 ft.), 15-23m (50-75 ft.) from standing timber.
- Windrows, brush piles: 6-15m (20-50 ft.), 23-46m (75-150 ft.) from standing timber.
- Rangeland improvements: 60m (200 ft.) from standing crown timber.

Weather conditions vs Burning conditions:

	Risky	Optimum	Poor
Relative Humidity (%)	< 25	25-35	> 35
Wind (km per hour)	> 20	5-20	< 5
Temp (°C)	> 21	15-18	< 15

Additional Information:

- Out means completely extinguished, with no flame, smoke, or heat present.
- Burn Control # 1-866-404-4911
- Wildfire Management requires 24-hour notice prior to issuing a Burn Notification – Please plan ahead.
- For fire hazard conditions, you can go to www.environment.gov.sk.ca/firesmart I have read and understand the above and I accept personal responsibility that I will abide by the Bylaws, and the conditions of the approval by the Municipality.

Applicant Name

Date

Contact Phone Number