

BYLAW NO. 8/86

A BYLAW OF THE TOWN OF LUMSDEN AUTHORIZING COUNCIL OF THE SAID TOWN TO ENTER INTO A FLOODPROOFING DYKE SYSTEM AGREEMENT

WHEREAS provision is made in the Urban Municipality Act, 1984, Section 175 enabling the Council to enter into agreements with the Government of Saskatchewan with respect to any matter within the jurisdiction of the Council, and

WHEREAS the Council of the Town of Lumsden deems it expedient to enter into a Floodproofing Dyke System Agreement;

NOW, THEREFORE the Council of the Town of Lumsden, in the Province of Saskatchewan enacts as follows:

- (1) That the Agreement hereunto annexed and marked as Schedule "A" to this Bylaw and which is deemed to be a part of this Bylaw, being a duplicate agreement

BETWEEN:

THE SASKATCHEWAN WATER CORPORATION

OF THE FIRST PART

and

THE TOWN OF LUMSDEN

OF THE SECOND PART

be and the same is hereby ratified and confirmed.

- (2) That the Mayor and the Town Administrator for the Town of Lumsden be and they are hereby authorized and empowered to sign the said agreements on behalf of the said Town and affix thereto the corporate seal of the Town.
- (3) That Bylaw No. 7/74 and the attached Agreement thereto are hereby repealed.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Town Administrator

CERTIFIED A TRUE COPY OF  
BYLAW NO. 8/86 passed by  
resolution of Council  
on the 27 day of October  
1986.

  
\_\_\_\_\_  
Town Administrator

This is Schedule "A" to Bylaw No. 8/86  
adopted by the Council of the Town of  
Lumsden on October 27, 1986

F7-2  
July 4, 1986

Louise Holloway Mayor

[Signature] Town Administrator

**SASKATCHEWAN WATER CORPORATION**

**AGREEMENT**

**FLOODPROOFING DYKE SYSTEM AGREEMENT FOR THE TOWN OF LUMSDEN**

Agreement No. \_\_\_\_\_

File No. \_\_\_\_\_

This Agreement made in triplicate this 11 day of July in  
the year Nineteen Hundred and Eighty-Six.

**BY AND BETWEEN:**

THE SASKATCHEWAN WATER CORPORATION,  
(hereinafter called the "Corporation"),

- and -

THE TOWN OF LUMSDEN,  
(hereinafter called the "Municipality"),

**WHEREAS** dykes and an improved river channel have been built under the Town  
of Lumsden Flood Protective Works Agreement of September 30, 1974;

**AND WHEREAS** the Corporation recognizes and accepts the existing dyking  
system if operated and maintained according to the terms of the agreement  
herein, the floodproofing dyke system will be recognized as adequate  
floodproofing for the Town of Lumsden;

**AND WHEREAS** the Town of Lumsden Flood Protective Works Agreement of September 30, 1974 is hereby cancelled with the signing of this agreement;

**AND WHEREAS** there is the need to ensure that the dykes, drainage works through the dykes and the improved channel are inspected and maintained to ensure their effectiveness against flood waters;

**AND WHEREAS** there is a need for flood emergency action plans to ensure the safety of the Municipality in the event of a flood and the possible failure of the floodproofing dyke system;

**NOW THEREFORE**, the Corporation and the Municipality, in consideration of the promises, covenants and stipulations herein contained, mutually promise, covenant and agree as follows:

1. **INSPECTION OF THE FLOODPROOFING DYKE SYSTEM**

- a) The Municipality will assume full responsibility for the inspection of the dykes, drainage systems and improved channel.
- b) Notwithstanding clause a) the Corporation will provide a minimum of 2 inspections of the dykes, drainage systems and improved channel per year and will assume 100 per cent of the inspection costs of the dykes, drainage systems and improved channel as performed by the Corporation on behalf of the Municipality.
- c) The Corporation will provide to the Municipality and any other interested parties an annual written report detailing the results of the inspections and required maintenance.
- d) The Corporation shall have final judgement on any inspections undertaken and the Corporation's inspection shall override.

2. MAINTENANCE OF THE FLOODPROOFING DYKE SYSTEM

- a) The Municipality will maintain the dykes and drainage systems in accordance with the Corporation's inspection and report referred to in Section 1 of this agreement.
- b) The Municipality will assume full responsibility for the maintenance of the dykes, drainage systems and improved channel.
- c) The Corporation will assist the Municipality in the maintenance of the dykes, drainage systems and improved channel.
- d) The Corporation will reimburse the Municipality 100 per cent of the Corporation approved costs as agreed to in writing for the maintenance of the improved channel each year.
- e) The Corporation will reimburse the Municipality 66 2/3 per cent of all Corporation approved costs as agreed to in writing for the maintenance of the dykes and drainage systems through the dykes each year.
- f) The Municipality will assume 33 1/3 per cent of all Corporation approved costs for the maintenance of the dykes and drainage systems through the dykes each year.
- g) The Corporation may refuse to share in all or part of the maintenance costs if the maintenance undertaken and the unit prices paid by the Municipality are not approved by the Corporation prior to the work being undertaken.
- h) The Corporation will provide an annual written report to the Municipality detailing the status of the required maintenance of the dykes, drainage systems through the dykes and the improved channel.

3. ESTABLISHMENT OF A FLOOD HAZARD EMERGENCY MEASURES PLAN

- a) The Municipality will be responsible for the establishment and provide for the operation of a comprehensive emergency measures plan involving the flood hazard.
- b) The Municipality will establish, to the satisfaction of the Corporation and the provincial Emergency Measures Organization, a comprehensive emergency measures plan consisting of:
  - (i) an annually updated, effective dyke operation plan;
  - (ii) an annually updated, effective emergency contingency plan.
- c) The Corporation will provide a flood forecasting service to the Municipality.
- d) The Corporation will provide technical assistance to the Municipality in the development and maintenance of an effective dyke operation plan.
- e) The Municipality will provide the Corporation and the provincial Emergency Measures Organization with an annual written emergency measures report updating items in Section 3 b)(i) and (ii) of this agreement on or before the 1st of March.

4. ESTABLISHMENT OF A FLOOD HAZARD AREA DESIGNATION

- a) The Municipality will request a flood hazard area designation under the terms and policies of the Canada-Saskatchewan Flood Damage Reduction Program within 6 months from the signing of this agreement and the Municipality will continue to diligently pursue the designation until received.

5. ESTABLISHMENT OF FLOODPLAIN ZONING

It is a condition precedent to this agreement coming into force that the Municipality will:

- a) within 6 months of signing this agreement, pass a resolution to adopt floodplain zoning as part of a Development Plan or Basic Planning Statement, in accordance with the Planning and Development Act (1983). The Development Plan or Basic Planning Statement shall contain a detailed description of the flood hazard potential, the implementation of zoning controls, shall propose appropriate regulations for the development of such flood hazard lands and be to the satisfaction of Saskatchewan Urban Affairs and the Corporation.
- b) update the Development Plan or Basic Planning Statement as required under the Planning and Development Act (1983) to reflect any significant changes in the flood hazard mapping or changes in the techniques for regulating flood prone land.
- c) provide under the Urban Municipality Act, 1984 an estimated budget in its capital works plan for annual maintenance of the dykes, the drainage system through the dykes and improved channel.

6. OTHER

- a) If in the opinion of the Corporation, in their absolute discretion, any activities described under Sections 2-5 inclusive are not adequately carried out, the Floodproofing Dyke System will not be considered as adequate floodproofing as defined under the 1977 Canada-Saskatchewan Flood Damage Reduction Agreements.

- b) The parties may, from time to time, enter into other agreements related to floodplain management in the Municipality.
  
- c) Except as otherwise provided in this agreement, it is the intention of the parties hereto that the Corporation will bear no risk or expenses as a result of the work contemplated by this agreement and the Municipality hereby indemnifies and saves harmless the Corporation, its employees or agents, from and against all loss, damage, injury, compensation (including awards under Workers' Compensation legislation), expenses, charges and costs arising in respect of injury to the public, or employees, or agents of the Corporation or of the Municipality, or others which the Corporation may suffer or incur by reason of or attributable to, in whole or in part to the said works, or any work done pursuant thereto, as contemplated by this agreement.
  
- d) The Municipality waives any claim against the Corporation of an description for loss or damage to the said works or to property except to the extent that such loss or damage is caused by the negligence of the Corporation, its employees or agents.

IN WITNESS WHEREOF, the parties have set their hand on the day and year first above written.

SASKATCHEWAN WATER CORPORATION

Per: V. C. Fowke

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

TOWN OF LUMSDEN

Louise Holloway  
Mayor

M. Jean McGill  
Town Administrator  
A. Klenoff

July 4/86