

BYLAW NO. 8-2024
A BYLAW OF THE RESORT VILLAGE OF WAKAW LAKE
(the "Municipality")

For the supply of potable water by the NCRPA Inc.

WHEREAS on January 16, 1997 the Council passed Bylaw No. 1/97 to form a Public Utility Board through a municipal corporation known as the "*North Central Rural Pipeline Association*" in conjunction with the following municipalities:

Rural Municipality of Hoodoo No. 401
Rural Municipality of Fish Creek No. 402
Rural Municipality of St. Louis No. 431
Rural Municipality of Invergordon No. 430
Rural Municipality of Birch Hills No. 460
Rural Municipality of Bayne No. 371

AND WHEREAS the NCRPA has reorganized as a not-for-profit, membership corporation, known as the "*North Central Rural Pipeline Association Inc.*" formed pursuant to *the Non-profit Corporations Act, 2022*, to continue the supply of potable water as a public utility, pursuant to Section 8 (1)(j) and Division 3 of *The Municipalities Act*;

NOW THEREFORE this Bylaw is to enter into an agreement with the "*North Central Rural Pipeline Association Inc.*" to continue providing a public utility service for the supply of potable water within the Municipality, and to make consequential amendments;

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

Citation

1. This Bylaw may be cited as the "Water Utility Bylaw, 2024";

Definitions

2. In this bylaw, the following terms shall have the meanings ascribed in this paragraph:
 - a. "Municipality" means the Resort Village of Wakaw Lake
 - b. "*The Municipalities Act*" or the "Act" means *The Municipalities Act*, c.M-36.1, SS 2005 as amended;
 - c. "NCRPA" means the North Central Rural Pipeline Association, the former municipal corporation;

- d. "NCRPA Inc." means the North Central Rural Pipeline Association Inc., a not-for-profit, membership corporation established as a controlled corporation pursuant to Division 3 of *The Municipalities Act*;
- e. "Subscribers" means the individuals who have subscribed to receive potable water from the NCRPA Inc.
- f. "Water System" means the water distribution pipeline which is operated and maintained by the North Central Rural Pipeline Association Inc., and includes all equipment, machinery, pumping system, and facilities of any kind that are part of, or relate to the provision of water to subscribers located in the Municipality.

Applicability

- 3. This Bylaw applies to all persons in the Municipality.

Agreement with the NCRPA Inc.

- 4. Pursuant to s. 23(1) and (2), of *The Municipalities Act*, the Municipality may provide a public utility service in all or part of the Municipality by "... agreement with any person.", and to "... grant a right to a person to provide a public utility service in all or part of the Municipality for not more than 30 years."
- 5. The Municipality agrees to become a member of the NCRPA Inc. in accordance with the Bylaw No. 1 of the NCRPA Inc. as amended from time to time by the board of directors of the NCRPA Inc., for the purpose of providing a public utility service for potable water service within the Municipality.
- 6. The NCRPA Inc. and the Municipality may enter into any additional agreement or agreements to govern the rights and obligations of the parties in respect of the public utility service provided by the NCRPA Inc. in the Municipality.
- 7. Bylaw No. 1 of the NCRPA Inc. is approved by the Municipality.
- 8. All of the actions taken by the NCRPA Inc. during the reorganization from a municipal corporation to the not-for-profit corporation are ratified and approved.
- 9. Pursuant to s. 33(2)(b) of the Act, the Municipality hereby delegates to the NCRPA Inc. all of the powers conferred on the council by sections 23 to 32 of the Act in connection with providing the public utility service of the NCRPA Inc. for potable water in the Municipality within the area of the municipality served by the NCRPA Inc.
- 10. For the purpose of s. 23(2) of the Act, the area of the municipality for which the NCRPA Inc. is granted the right to provide the public utility service for potable water:

- a. Where the NCRPA Inc. is the sole provider of a public utility service for potable water in the Municipality, is the entire municipality;
- b. Where the NCRPA Inc. is not the sole provider of a public utility service for potable water in the Municipality, is the area required to service the subscribers of the NCRPA Inc., including the infrastructure for such service, as may be shown on the records of the NCRPA Inc., and as may be amended from time to time by the NCRPA Inc.

Transitional

11. This Bylaw comes into force when passed by the council of the Municipality.
12. Upon coming into force of this Bylaw:
 - a. the Municipality hereby delegates to the NCRPA Inc. all responsibility for providing the public utility service for potable water supply to Subscribers, within the Municipality;
 - b. The NCRPA Inc. shall inherit all of the rights and obligations of the NCRPA:
 - i. To receive payments for accounts receivable in respect of water use, arrears, fines, penalties, interest, etc., payable to the former NCRPA;
 - ii. To pay accounts payable that are outstanding for the NCRPA;
 - iii. All obligations and liabilities in respect of any employees of the NCRPA, including for holiday pay, payroll taxes and deductions, etc.;
 - c. All of the assets and liabilities of the NCRPA shall be transferred to and assumed by the NCRPA Inc.;
 - d. Water users of the former NCRPA shall have a 90 day grace period from the date of coming into force of this Bylaw, to enter into a Subscriber Agreement with the NCRPA Inc, failing which the water connection may be locked out and disconnected, provided that the said water users of the former NCRPA shall remain liable to the NCRPA Inc. for all levies for charges, fees, water use, etc.
 - e. Excluding the agreements the former NCRPA had with water users of the former NCRPA, all of the obligations and contracts where the NCRPA is a party shall be assumed by the NCRPA Inc.

Repeal

13. Upon coming into force of this Bylaw, Bylaw 1/97 creating the *North Central Rural Pipeline Association* and any amendments thereto are repealed.



Ken Kowalski Mayor
[Signature] CAO

Read a third time and adopted
this 12th day of December, 2024

[Signature]
CAO