

RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501**BYLAW NO. 2014-05****A BYLAW TO
PROVIDE FOR THE SETTING OF FEES FOR SERVICE.**

WHEREAS in accordance with the Municipalities Act, 2005, the Council of the Rural Municipality of Frenchman Butte No. 501 may pass a bylaw to provide for a system of licences, inspections, permits or approvals, including establishing fees for the purpose of raising revenues to pay for the costs of administering, regulating and enforcing the system of licences, inspections, permits, or approvals;

NOW THEREFORE, the Council of the Rural Municipality of Frenchman Butte No. 501 enacts as follows:

1. Short Title

This Bylaw may be cited as *The Fee for Service Bylaw*.

2. Interpretation

In this bylaw:

- a. "Municipality" shall mean the Rural Municipality of Frenchman Butte No. 501;
- b. "Staff" shall mean employees of this municipality;
- c. "R.M. Council" shall mean the council of this municipality;
- d. "Public Highway" shall mean a road allowance or a road, street or lane vested in the Crown in right of Saskatchewan or set aside for the purposes of the Crown in right of Saskatchewan pursuant to The North-West Territories Act or an Act of Saskatchewan, and includes anything erected on or in connection with the public highway;
- e. "Pipeline" means a line of pipe, situated in, on, or under a continuing strip of land or a pipeline right of way and used for the transportation of petroleum, petroleum products, gas, or any other products that may be designated by the minister, but does not include a flowline;
- f. "Approach approval" shall mean a written authorization, issued by the Staff, subsequent to approval by R.M. Council, permitting the construction of a new approach, or the utilization of an existing approach, to a public highway under the jurisdiction of the Municipality;
- g. "Proximity approval" shall mean a written authorization, issued by the Staff, subsequent to approval by R.M. Council, permitting the drilling of an oil or gas well within 100 metres of a public highway under the jurisdiction of the Municipality. The approval issued for proximity may only be authorized by the R.M. Council if the setback is at least 45.5 metres, or 150 feet;
- h. "Approach/proximity approval" shall mean a written authorization, issued by Staff, subsequent to approval by R.M. Council, permitting the construction of a new approach, or the utilization of an existing approach, to a public highway under the jurisdiction of the Municipality, and permitting the drilling of an oil or gas well within 100 metres of a public highway under the jurisdiction of the Municipality. The approval issued for proximity may only be authorized by the R.M. Council if the setback is at least 45.5 metres, or 150 feet;
- i. "Crossing location" shall mean the location where a pipeline crosses any public highway under the jurisdiction of the Municipality;
- j. "Standard Pipeline Crossing Agreement" refers to a standard form of agreement authorizing the installation of a pipeline across a public highway in accordance with certain terms and conditions as specified in the agreement, a sample of which is attached hereto as Exhibit "A."

3. The fee for the provision of service being the issuance of an Approach Approval shall be \$100.00 per wellsite location with the said fee payable to the Municipality.
4. The fee for the provision of service being the issuance of a Proximity Approval shall be \$100.00 per wellsite location with the said fee payable to the Municipality.
5. The fee for the provision of service being the issuance of an Approach/Proximity Approval shall be \$100.00 per wellsite location with the said fee payable to the Municipality.
6. The fee for the provision of service being the issuance of a Standard Pipeline Crossing Agreement shall be \$100.00 per crossing location with the said fee payable to the Municipality.
7. Any person requesting service(s) pursuant to the provisions of this Bylaw shall be invoiced for the said fees at the same time as written authorization is provided.
8. The fees payable to the Municipality pursuant to the provision of this Bylaw shall be paid in full within 30 days of receiving an invoice.
9. Any person who fails to pay fees pursuant to the provisions of this Bylaw shall not be entitled to any further service until such time that all fees payable to the Municipality have been paid in full.
10. This Bylaw will come into effect on the 6th day of March, 2014.
11. This Bylaw repeals Bylaw No. 02-06.



Brian Midgley
Reeve

[Signature]
Administrator

Certified a true copy of Bylaw No. 2014-05 adopted by resolution of Council on the 6th day of March 2014.



Brian Midgley
Reeve

[Signature]
Administrator

**EXHIBIT "A" TO BYLAW NO. 2014-05
PIPELINE CROSSING AGREEMENT**

This AGREEMENT made in triplicate this ____ day of _____ 20 ____.

BETWEEN: _____

Hereinafter referred to as the "Grantee"

AND:

The Rural Municipality of Frenchman Butte No. 501
Box 180
Paradise Hill, Saskatchewan
S0M 2G0

Hereinafter referred to as the "Grantor"

WHEREAS the Grantee desires to construct, by way of a boring method, a pipeline across the road allowances shown on Schedule "A" as attached hereto and forming a part of this agreement and described as the road crossings:

FROM: TO:

AND WHEREAS the Grantee has acquired a right-of-way in the lands legally described above and as indicated on Schedule "A"

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Fifty Dollars now paid by the Grantee to the Grantor and subject to the terms and conditions hereinafter expressed, the Grantee hereby covenants and agrees with the Grantor as follows:

1. The Grantor, subject to the terms and conditions hereof and insofar as it has the legal right to do so, hereby grants to the Grantee the right, privilege and liberty to construct a pipeline across the Grantor's road allowance.
2. The Grantee covenants and agrees with the Grantor that, with respect to any work carried out on the Grantor's road allowance or in or on the crossing area as a result of the pipeline construction, the Grantee shall:
 - (a) pay for all the materials, equipment and labour;
 - (b) construct the said works in accordance with good engineering and construction practices; and
 - (c) abide by the minimum depths and conditions outlined in Schedule "B" as attached hereto and forming part of this agreement.
3. The Grantee shall be fully and completely responsible for all costs incurred in the locating, relocating, lowering and relocation of the said pipeline where required by the Grantor in order to facilitate any road construction, improvement or widening.
4. The Grantee shall save harmless and keep indemnified the Grantor, its employees, agents, contractors, and successors from any and all actions, causes of action, claims, demands for, upon and by reason of death or injury to person or loss of damage to property which may be sustained in consequence of the construction of the pipeline or its existence as permitted by this agreement.
5. This agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.



IN WITNESS whereof the parties have executed this Agreement as of the day and year first above written.

[SEAL]

R.M. of Frenchman Butte No. 501

[SEAL]

Reeve

Administrator

pmc
PL