

DUST CONTROL BYLAW

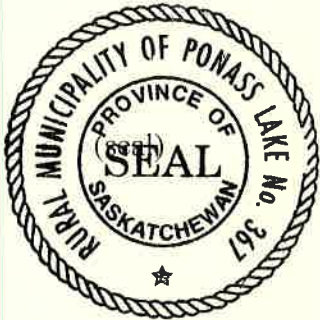
RURAL MUNICIPALITY OF PONASS LAKE NO. 367

BYLAW NO. 1/21

A BYLAW TO PROVIDE FOR THE CONTROL OF APPLICATION OF ANY SUBSTANCE TO A PUBLIC ROADWAY

The Council of the Rural Municipality of Ponass Lake No. 367, in the Province of Saskatchewan, enacts as follows:

1. No person shall apply any substance to a public roadway without the prior written authorization of council for the Rural Municipality of Ponass Lake No. 367 as outlined in the dust control agreement, marked as Exhibit "A" which is attached to and forms part of this bylaw.
2. Any person who violates this bylaw is guilty of an offence and shall be liable on summary conviction to the penalties as provided in the general penalty bylaw of this municipality.
3. This Bylaw shall come into force on the day of its final passing.



Reeve

Shirley Stewart
Administrator

Certified a true copy of Bylaw No. 1/21
adopted by resolution of Council at the
October 13, 2021 regular meeting of Council.

Reeve

Shirley Stewart
Administrator



EXHIBIT "A"

M-11 (a)

AGREEMENT TO APPLY DUST CONTROL TO A PUBLIC ROADWAY

This agreement made this ____ day of _____, 20__.

Between:

The Rural Municipality of Ponass Lake No. 367
("the Municipality")

And

of _____,
("the Owner")

Whereas:

1. The Owner represents to be the owner, purchaser or lessee of the lands described below;
2. The Owner requests permission from the municipality to apply the following dust control product,
_____, on the municipal road described below.

Now therefore the Municipality and the Owner agree as follows:

1. The Owner request permission to apply **ONLY** the dust control product as described above, at the sole expense of the Owner, to that part of the municipal road as described below.
2. The municipality agrees to allow the application of the dust control product as described above on the municipal road as described below, as requested by the Owner, on the condition it is the responsibility of the Owner to make arrangements with the municipal administrator for the preparation of the road prior to the application of the dust control product. **Dust control shall only be applied and undertaken at the discretion of the Councillor in the respective division in which the dust control is to be applied.**
3. The Owner agrees that should the municipal road surface or the municipal right of way be damaged or otherwise require maintenance, the municipality may grade/maintain the road, the municipality **WILL NOT BE LIABLE** for the replacement of the dust control product.
4. The Owner hereby agrees that the requested area for dust control will be marked with stakes.
5. This Agreement is for the current year only, and must be renewed at the beginning of each Dust Control season.
6. The Owner hereby covenants and agrees at all times to indemnify and save harmless the Municipality, its servants, agents and employees from and against all loss, damage or injury however caused, which may at any time arise out of, in relation to, or as a result of this Agreement to any person or the property of any person including the Owner.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, in their personal capacity, and by the proper officers in that regard the day and year first written above.

R.M. OF PONASS LAKE NO. 367

Reeve

Administrator

(SEAL)

SIGNED SEALED AND DELIVERED)
in the presence of:)

Witness) Owner

The area of roadway permitted to be the subject of Dust control is described as:

Legal Description
of Lands

Municipal Road as Described