

BYLAW NO. 2019-3

CLUBROOT MANAGEMENT BYLAW

A Bylaw of the Rural Municipality of Browning No. 34, in the Province of Saskatchewan, being a Bylaw to Prevent and Control Clubroot

The Council of the Rural Municipality of Browning No. 34, in the Province of Saskatchewan, enacts as follows:

Short title

1. This Bylaw may be referenced as the "Clubroot Bylaw"

PART I PURPOSE AND DEFINITION

Purpose and scope

2. The purpose of this Bylaw is to:
 - a) Establish the requirements for clubroot reporting and notification;
 - b) Establish the requirements for clubroot management.
3. *The Pest Control Act* authorizes municipalities and officers to act in relation to clubroot.
 - a) Section 4 of *The Pest Control Act* states that "every person shall take measures to destroy, control and prevent the spread of all pests on any land or other premises owned, occupied or controlled by him."

Definitions

4. In this Bylaw:
 - c) "Officer" means an officer within the meaning of *The Pest Control Act*;
 - d) "Owner" and "Occupant" are as defined in *The Municipalities Act*;
 - e) "Municipality" means the Rural Municipality of Browning No. 34.

PART II CLUBROOT REPORTING AND NOTIFICATION

5. Every owner(s) and/or occupant(s) of any land in the Municipality shall notify the Municipality in which the land is located of the presence of clubroot, within thirty (30) business days of becoming aware of the same.
6. Notification of the presence of clubroot shall be in writing and submitted to the office of the Rural Municipality of Browning No. 34.
7. Where the officer believes that a person has contravened any provision of this Bylaw, a Bylaw Violation Notice may be served either personally or by mailing or leaving same at the last known address.

8. The Bylaw Violation Notice shall be deemed to have been served:
 - a) on the expiration of twenty-four (24) hours after it is posted, if the notice is mailed;
 - b) on the day of actual delivery, if the notice is served personally; or
 - c) on the business day following the transmission, if given by facsimile.

9. In lieu of prosecution, the person who has contravened the provisions of this Bylaw may pay a fine in the amount of up to Two Thousand, Five Hundred Dollars (\$2,500.00) which shall be indicated on the Bylaw Violation Notice.

**PART III
CLUBROOT MANAGEMENT**

11. Every owner(s) and/or occupant(s) of any land where clubroot has been identified through notification within the Municipality as per Part II or by any other means shall take measures to manage and prevent the spread of clubroot.

12. As required by the officer, the owner(s) and/or occupant(s) of any clubroot infested land shall develop a Clubroot Management Agreement with the assistance of an agrologist currently practicing with the Saskatchewan Institute of Agrologists.

13. The owner(s) and/or occupant(s) of any clubroot infested land within the Municipality shall provide the officer with the Clubroot Management Agreement within 30 business days. The officer will ensure that the Clubroot Management Agreement meets the minimum requirements of *The Saskatchewan Clubroot Management Plan* and will execute the agreement with the owner(s) and/or occupant(s).

14. When a formal agreement between the owner(s) and/or occupant(s) and the officer cannot be reached, the officer shall write an order as per Section 19 of *The Pest Control Act*.

INTRODUCED AND READ A FIRST TIME THIS 13TH DAY OF JUNE, 2019.

READ A SECOND TIME THIS 13TH DAY OF JUNE, 2019.

READ A THIRD AND FINAL TIME THIS 4TH DAY OF JULY, 2019.



Reeve

Administrator

THIS AGREEMENT MADE IN DUPLICATE THIS _____ DAY OF _____, 2019.

BETWEEN:

XXXXXXXXXXXXX,
of Box _____, _____, Saskatchewan, S _____
Contact Phone Number: _____

(hereinafter referred to as the "Landlord")

- and -

RURAL MUNICIPALITY OF BROWNING NO. 34,
of Box 40, Lampman, Saskatchewan, S0C 1N0

(hereinafter referred to as the "R.M.")

BORROW PIT AGREEMENT

WHEREAS the Landlord is the registered owner(s) of, or has an interest in, the following land and premises (hereinafter called the "said land"):

****Lsd. _____, of the _____ of Section _____, Township _____, Range _____ W2M ****

WHEREAS the R.M. would like to remove materials from the said lands in the form of a borrow pit.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. The R.M. shall pay a one (1) time fee to the Landlord in the amount of five hundred dollars (\$500.00) for any borrow pit developed on the said land.
2. The R.M. reserves the right to stockpile materials within reasonably close proximity to the borrow pit as mutually agreed to between the parties hereto.

Initials

3. The R.M. agrees to excavate the borrow pit with the following dimensions, and the Landlord hereby agrees to the dimensions:

15 feet deep x 50 feet wide x 100 feet long – *Minimum Standards – OR, Alternatively:*

_____ feet deep x _____ feet wide x _____ feet long

initials

4. In the event that the R.M. determines that the materials excavated from the borrow pit do not meet the road building standards, the R.M. reserves the right to leave any and all excavated materials on site in a mutually agreed upon manner and location.

5. The R.M. shall have twelve (12) months from the date of this Agreement to remove any and all excavated materials on site except as otherwise stated in clause 4 hereof.

6. The R.M. agrees to obtain the First Call and underground locates of the said lands for all underground utilities prior to any excavation to ensure safe excavation.

7. The R.M. shall make restitution to the renter of said lands on a three (3) year payment plan at a rate set out in the Policy of the R.M. for any crop loss for any area in the construction of the temporary access road in the aforementioned year.

8. The R.M. shall make restitution to the renter of said lands for the loss of crop on a one (1) year payment as per R.M. Policy for any borrow pit area.

9. After removal of the excavated materials and completion of the project, the R.M. shall remove the temporary access road unless otherwise agreed.

10. The terms "Landlord" and "R.M." and references thereto herein shall include the executors, administrator (successors in the case of a corporation) and assigns of the Landlord and R.M., respectively, and the said terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of a corporation) gender where the context so requires.

11. This Agreement shall include the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:)

) _____

) Landlord

_____)
Witness

RURAL MUNICIPALITY OF BROWNING NO. 34

Per: _____

(Seal)

Per: _____