

**RURAL MUNICIPALITY OF CANA NO. 214**

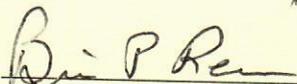
**BYLAW NO. 4/2022**

**A BYLAW TO ENTER INTO AN AGREEMENT WITH THE RURAL  
MUNICIPALITY OF GRAYSON NO. 184 REGARDING THE  
OPERATION OF KAPOSVAR DAM**

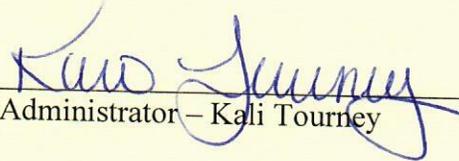
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The Council of the Rural Municipality of Cana No. 214 in the Province of Saskatchewan enacts as follows:

1. This bylaw shall be known as "The Kaposvar Agreement Bylaw".
2. The Rural Municipality of Cana No. 214 is hereby authorized to enter into an agreement with the Rural Municipality of Grayson No. 184 respecting the operation and maintenance of Kaposvar Dam per the Agreement attached hereto and forming part of this Bylaw and identified as Exhibit "A".



Reeve – Brian Reinson



Administrator – Kali Tournay



Read a third time and adopted this  
11<sup>th</sup> day of October, 2022

Exhibit "A"

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**KAPOSVAR AGREEMENT**

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This agreement made in Duplicate this 10 day of AUGUST, 2022

BETWEEN:

THE RURAL MUNICIPALITY OF GRAYSON NO. 184  
In the Province of Saskatchewan  
(hereinafter referred to as "Grayson")

Of the First Part

-AND-

THE RURAL MUNICIPALITY OF CANA NO. 214  
In the Province of Saskatchewan  
(hereinafter referred to as "Cana")

Of the Second Part

WHEREAS Grayson and Cana are the joint owners of lands described in Schedule "A" hereto, hereinafter referred to as "the project"; and

WHEREAS the project consists of an earth fill dam, reservoir and appurtenant structures, on record with Water Security Agency as WR 6745 - Kaposvar West Project; and

WHEREAS Grayson and Cana have applied to Water Security Agency for an Approval to Operate Works and right to use surface water for the project, for flood control and other (domestic) purposes; and

WHEREAS Grayson and Cana desire to specify the operational and maintenance responsibilities of each party;

NOW THEREFORE, this Agreement witnesseth that in consideration of the mutual covenants and agreements herein contained, the above parties agree to the following:

1. This Agreement shall be subject in every respect to the provisions of *The Water Security Agency Act* of the Province of Saskatchewan.
2. Operation of the project and the costs of such operations are to be the responsibility of Grayson as per the established operating plan.
3. Repairs to the project and the costs of such repairs are to be the responsibility of Grayson.
4. Stop logs will be installed in the concrete stop log bay, to a maximum elevation of 211.0 feet (assumed datum) as shown on Plan 6745-9 on file with Water Security Agency.
5. Normal operation will see the summer water level in the reservoir maintained by the elevation of the bottom of the concrete stop log bay situated in the emergency spillway, for other (domestic) purposes.
6. If an above normal runoff event is forecast, the operations committee shall consider operation of the riparian gate to completely de-water the reservoir area prior to the occurrence of the event in order to make use of the entire storage area of the reservoir for flood control purposes. Near the completion of the event, the riparian gate shall be closed in

order to retain sufficient water to maintain the reservoir for other (domestic) purposes, and as described in Clause 5 (above).

7. Neither party may assign or transfer their rights or obligations under this agreement without the consent of the other, which shall not be unreasonably withheld.

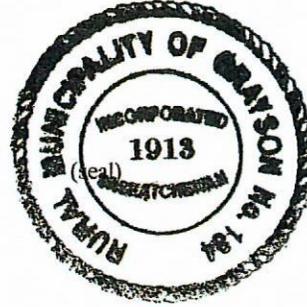
IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

RURAL MUNICIPALITY OF GRAYSON NO. 184

Dustin Grant

Reeve

[Signature]  
Administrator



RURAL MUNICIPALITY OF CANA NO. 214

Bill P. [Signature]

Reeve

[Signature]  
Administrator

