

R.M. OF FRENCHMAN BUTTE NO. 501

BYLAW NO 2018-06

**A BYLAW TO PROVIDE FOR ENTERING INTO A MEMORANDUM OF
UNDERSTANDING FOR A RECYCLING AND GARBAGE BIN COST SHARE
WITH THE VILLAGE OF PARADISE HILL**

The Council of the Rural Municipality of Frenchman Butte No. 501 in the Province of Saskatchewan enacts as follows:

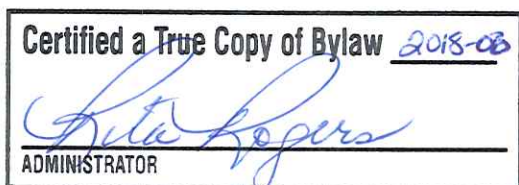
1. The R.M of Frenchman Butte No. 501 is hereby authorized to enter into a Memorandum of Understanding for a Recycling and Garbage Bin Cost Share with the Village of Paradise Hill. The Memorandum of Understanding is attached and forms a part of this bylaw, identified as "Appendix A".
2. The Reeve and the Chief Administrative Officer of the R.M. of Frenchman Butte are hereby authorized to sign and execute the attached Memorandum of Understanding identified as "Appendix A".
3. Bylaw No. 2016-05 is hereby repealed.

Read a third time and adopted
this 28th day of March, 2018.




Reeve


Chief Administrative Officer



Appendix A
MEMORANDUM OF UNDERSTANDING

BETWEEN:

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

hereinafter referred to as "the R.M. No. 501"

---and---

**Village of Paradise Hill
Box 270
Paradise Hill, SK S0M 2G0**

hereinafter referred to as "the Village"

WHEREAS the R.M. of Frenchman Butte No. 501, agrees to a garbage and recycling Cost Share with the Village of Paradise Hill:

NOW THEREFORE the parties hereto agree that:

RECYCLING

- The R.M. No. 501 and the Village will share equally the cost of providing a recycle depot. The total projected cost for tipping fees and fuel surcharge on the recycling bins, is estimated to be \$18,000.00/year. The Village will invoice the R.M. No. 501 \$2,250.00, on a quarterly basis, for an estimated one half share of tipping fees and fuel surcharge on the recycling bins.
- If one half of the recycling cost exceeds \$750.00 per month (\$9,000.00 annually), the Village will invoice the R.M. No. 501 one half share of the actual recycling costs for the previous fiscal year (January to December) which exceeded \$9,000.00
- If one half of the recycling costs are less than the \$750.00 per month (\$9,000.00 annually) the Village will reimburse the R.M. No. 501 by February 28, of the following fiscal year, for one half share of the difference between the amount of actual recycling costs for the previous fiscal year (January to December) which are less than \$9,000.00.
- The Village will invoice the R.M. No. 501, on a quarterly basis, for a one half share of the rental fees associated with the recycle bins, that being a one half share of \$10.00 per bin, per month.
- If one half share of the actual bin rental fees exceeds the \$10.00 per bin, per month, by January 31 of the following year, the Village will invoice the R.M. No. 501 for one half share of the difference between the actual bin rental fees and the payments that were provided for the fiscal year (January to December).
- If one half share of the actual bin rental fees are less than the \$10.00 per bin, per month, the Village will reimburse the R.M. No. 501 for one half share of the difference between the actual bin rental fees and the payments received for the fiscal year (January to December) by February 28 of the following year.

GARBAGE -- 6 YARD BINS

- The Village is responsible for placement of a sufficient number of 6 cubic yard garbage bins, to be located at the Paradise Hill Transfer Site, to serve the ratepayers of the R.M. No. 501. A fee will be charged to the R.M. No. 501 ratepayers for disposal of any garbage brought to the transfer site. Fees will be established by the Village, and as much as practicable, shall be designed to equally offset the cost of tipping fees charged for emptying the bins. Fees to be reviewed annually.
- The difference between the cost of tipping the garbage bins and revenue generated from all garbage disposed in the garbage bins by R.M. No. 501 ratepayers, for the entire year will be calculated; and in the event of a shortfall will be invoiced to the R.M. No. 501 by January 31 of the following year; and in the event of an overage the Village will reimburse the R.M. No. 501 by February 28 of the following year.
- The Village will invoice the R.M. No. 501, on a quarterly basis, for the rental fees associated with garbage bins designated for R.M. ratepayer usage, that being \$10.00 per bin, per month.
- If the actual bin rental fees exceeds the \$10.00 per bin, per month, by January 31 of the following year, the Village will invoice the R.M. No. 501 for the difference between the actual bin rental fees and the payments that were provided for the fiscal year (January to December).

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- If the actual bin rental fees are less than the \$10.00 per bin, per month, the Village will reimburse the R.M. No. 501 for the difference between the actual bin rental fees and the payments received for the fiscal year (January to December) by February 28 of the following year.

GARBAGE – 30 YARD BIN

- The R.M. No. 501 and the Village will share equally, the cost of providing a roll-off bin, either a 30 yard bin or a 50 yard bin at the discretion of the Village. A fee will be charged to the R.M. No. 501 ratepayers for disposal of any garbage placed in the roll-off. Fees will be established by the Village, and as much as practicable, shall be designed to equally offset the cost of tipping fees charged by WYWRA for emptying the bin.
- The Village will invoice the R.M. No. 501, on a quarterly basis, for a one half share of the rental fees associated with the roll-off bin.
- A one half share of the difference between the cost of tipping the roll-off and revenue generated from all garbage disposed in the roll-off by either R.M. No. 501 or Village ratepayers, for the entire year; will in the event of a shortfall be invoiced to the R.M. No. 501 by January 31 of the following year; and in the event of a surplus, be reimbursed to the R.M. No. 501 by February 28 of the following year.
- The Transfer Site Custodian shall keep track of what percentage of R.M. No. 501 versus Village garbage goes into the roll off bin in order that the cost sharing can be reviewed annually before February 28 and adjusted, if necessary.

OPERATING COSTS

- The R.M. No. 501 and the Village will share equally, the costs for wages and operations at the transfer site. The total operating cost of the transfer site, including wages and utilities, is estimated to be \$18,000.00/year. The Village will invoice the R.M. \$2,250.00/ quarterly for an estimated one half share of the cost of operations.
- The Village will invoice the R.M. No. 501, on a quarterly basis, for a one half share of the rental fees associated with the roll-off bin, that being a one half share of \$85.00 per month or \$42.50 per month.
- A one half share of the difference between the actual annual operating costs (January to December) and the estimated annual operating costs (January to December) paid by the R.M. No. 501, in the case of a shortage will be invoiced to the R.M. No. 501 by January 31 of the following fiscal, or in the event that actual costs exceed estimated costs be paid out by the Village by February 28 of the following fiscal.

TERM OF AGREEMENT

- It is understood and agreed that this agreement will be continuous until such time as either party withdraws. Withdrawal requires at least 90 days written notice provided by the withdrawing party to the other party. The parties shall evaluate the payment schedule on or before February 28th of each year.

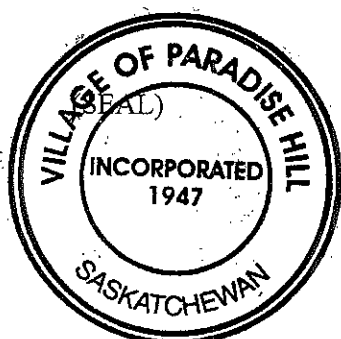
IN WITNESS WHEREOF the R.M. of Frenchman Butte No. 501 has caused its corporate seal to be affixed to this Memorandum of Understanding, attested to by the hands of its proper officers in that behalf, this 28th day of March 2018.

(SEAL)

Bruce Midgley
Reeve

Rita Rogers
Chief Administrative Officer

IN WITNESS WHEREOF the Village of Paradise Hill has caused its corporate seal to be affixed to this Memorandum of Understanding, attested to by the hands of its proper officers in that behalf, this 13th day of March 2018.



Bernard Eker
Mayor

Christa Vulliamy
Administrator