

BYLAW NO. 12/2016

**A BYLAW TO ENTER INTO AN AGREEMENT WITH
THE VILLAGE OF MARYFIELD FOR THE
TANK FILL SYSTEM AT THE WATER TREATMENT FACILITY**

The Council of the Rural Municipality of Maryfield No. 91, in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Maryfield No. 91 is hereby authorized to enter into an agreement with the council of the Village of Maryfield, the terms of which are attached hereto and marked "Exhibit A" for the purpose of defining the roles and responsibilities of each entity regarding the tank fill system located at the Village of Maryfield Water Treatment Facility.
2. The Reeve and Administrator of the Rural Municipality of Maryfield No. 91, are hereby authorized to sign and execute an agreement, the terms of which are set out in "Exhibit A" here before referred to.
3. That this bylaw come into force and take effect on the final passing thereof.
4. Bylaw No. 1/2012, passed March 8, 2012, is hereby repealed.




Reeve


Administrator

Read a third time and adopted
this 9th day of March, 2017.


Administrator

Certified a true copy of Bylaw No. 12/2016
Adopted by resolution of council on the
9th day of March 2017.




Reeve


Administrator

EXHIBIT A
Being an Agreement made in duplicate
This 9th day of March 2017

Between:
The Rural Municipality of Maryfield No. 91, of the Province of Saskatchewan
And
The Village of Maryfield, of the Province of Saskatchewan

This agreement witnessed as follows:

1. Definitions

- a) "Municipality" refers to the Rural Municipality of Maryfield No. 91;
- b) "Village" refers to the Village of Maryfield;
- c) "cards" refers to the individual cards that are used to operate the Card Lock system as provided by WashCard Systems;
- d) "water treatment plant" refers to the water treatment/ distribution plant that has been constructed by the Village of Maryfield in 2011/2012;
- e) "tank fill station" refers to the location as to where individuals may fill tanks with water at the water treatment plant owned and operated by the Village of Maryfield;
- f) "cubic meter" refers to a unit of the metric system measurement. A cubic meter is equivalent to 220 Imperial gallons;
- g) "distribution pump" is the main water pump supplied by the Municipality in the Village's distribution plant and attached to the Village's reservoir in Maryfield, including the meters, piping and card metering system;
- h) "MOE" Ministry of Environment;

2. The Municipality will be responsible for the following:

- a) the costs associated with the Card Lock System as invoiced from WashCard Systems;
- b) the sale and the reloading of the monies on the cards to operate the card lock system;
- c) the regular record / book keeping required for the card lock system;
- d) costs associated with repairing the pump located in the water treatment plant;
- e) costs associated with the repair and replacement of the hose for the tank fill station;
- f) erecting signs at the water treatment plant prohibiting the filling of all chemical containers and sprayers;
- g) costs associated with the internet service required for the card lock system;

3. The Village will be responsible for the following:

- a) the daily costs and maintenance costs associated with the water treatment plant;
- b) removal of snow and ice from the tank fill station road way;
- c) ensuring that trained personnel are managing the water treatment plant as required by MOE;
- d) reading the water meter on a daily basis and maintaining a daily log book that may be reviewed by the Municipality upon request;
- e) maintain valves and devices to control flows from the water supply system to the Municipality's point of connection;
- f) arrange to have the meters tested and calibrated, if required, by someone that is qualified to do such work. A copy of the test report may be forwarded to the Municipality if requested;
- g) repair and maintain the water supply equipment as deemed necessary;

4. The Village will charge the Municipality \$ 8.00 per cubic meter of water used as of October 1, 2016.
5. To the extent that the Village's purchased water rates are under the control of the Rural Municipality of Wallace-Woodworth, the rates to the Municipality shall be established, or confirmed, after the Village receives the rate notice from the Rural Municipality of Wallace-Woodworth.
6. The Village will sell up to a maximum of 80 cubic meters per day to the Municipality, who will in turn sell the water to the holders of the cards. Once the maximum number of gallons has been used via the card lock system for a particular day, it is the responsibility of the Village to shut the tank fill pump for the day, and then turn the pump on the next day.
7. The Village shall have the right to disconnect the power supply to the tank fill pump should the RM exceed the agreed upon maximum of water consumption for the day. An extension of the daily water consumption may be granted, at the sole discretion of a committee established by the Village, if requested in writing by the Municipality. The committee established by the Village shall convene as quickly as possible to determine if the extension is to be granted and the Municipality shall be notified in writing of the extension amount, if any.
8. Should the capacity of the water supply system increase beyond 80 cubic meters per day, the maximum amount of withdrawal shall be determined by the Village.
9. The Village will try to supply the Municipality with the above noted cubic meters of water per day, but in the event of the following situations, the supply granted to the Municipality may be reduced:
 - a) If a general emergency or water shortage requires restrictions on the delivery of water from the RM of Wallace-Woodworth, then the Village shall implement the same pro-rata reduction to the Municipality as they have received from the RM of Wallace-Woodworth;
 - b) If a localized emergency problem occurs, temporary service interruptions to the Municipality may result;
 - c) In the event of a severe drought, major catastrophe, or other extraordinary conditions that require emergency expenditures to maintain a sufficient water supply, the RM of Wallace-Woodworth may increase the rates to the Village, thus in turn, the Village will increase the rate charged to the Municipality.
10. The Municipality recognizes and agrees that no liability for damages shall attach to the Village hereunder on account of any failure to accurately anticipate availability of water or because of actual failure of supply due to any damage to the Rural Municipality of Wallace-Woodworth or the Village's treatment plants, equipment, pipelines or facilities caused by vandalism, war, riot, invasion, fire restrictions, strikes, inability to procure supplies, Acts of God, the binding order of any court, or other causes beyond its control
11. The Village will be responsible for property insurance costs associated with the Water Treatment Plant and Tank Fill Station.
12. Representatives of the Municipality may be present at meter readings. If the meters at any time fail to accurately measure the water passage through said meters, the charge for water used during the time said meters are out of order shall be based upon the average consumption as shown by said meters when in proper operating condition during a comparable period of service.

13. The Municipality shall have the right to enter the Village's premises to inspect, approve, and assist in the repair and maintenance of said meter chamber, at all reasonable times after installation.
14. The Village shall invoice the Municipality monthly for the water that has been sold via the tank fill station.
15. The Municipality shall submit payment to the Village within thirty (30) days or as otherwise provided on the invoices presented. The Municipality shall be subject to a late payment charge of 1.5% per month or such charge as may be fixed by the Village.
16. The Village shall invoice the Municipality for repair costs to pump for the tank fill station, as the repairs occur.
17. Failure to insist upon the strict performance of any covenant, term or condition herein shall not be construed as a waiver of either party's rights or remedies hereunder and the same shall continue to be in full force and effect. Furthermore, a waiver of any default hereunder shall not operate as a waiver of any subsequent default, and all waivers shall be in writing and delivered to the other party.
18. If a dispute should arise between the Village of Maryfield and the Municipality pertaining to the tank fill located at the Village's Water Treatment Plant, a special meeting shall be called between both council to discuss the issue. If the dispute cannot be resolved only then would the Saskatchewan Municipal Board appoint a mediator to assist the municipalities in resolving the matter. All costs incurred in this process shall be shared equally between both Municipalities.
19. If this agreement is terminated by the Village, the Village shall pro-rate the capital investment cost and pay the Municipality the remaining amount as determined by the number of useful life years left. If the Municipality terminates this agreement, the Village will not reimburse any capital investment costs. The pro-rated cost will be determined by: $(\$44,235.00 / 15 = \$2,949.00)$ which represents the initial capital investment divided by the number of useful life years equal to the yearly pro-rated amount.
20. It is understood and agreed that this agreement may be terminated by either party to the agreement giving ninety days notice in writing.

Wherefore the parties have executed this agreement.

RURAL MUNICIPALITY OF MARYFIELD NO. 91

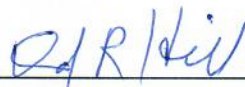



Cameron Thompson, Reeve


Daphne Brady, Administrator

VILLAGE OF MARYFIELD




David Hill, Mayor


Denine Neufeld, Administrator