

APPENDIX "A"

THIS AGREEMENT MADE THIS ___ DAY OF _____

INTER-MUNICIPAL FACILITIES AND SERVICES MASTER
AGREEMENT

BETWEEN:

THE TOWN OF _____, of Box ____,
_____, Saskatchewan, _____,
(hereinafter called the "Town")

OF THE FIRST PART

-and-

THE VILLAGE OF _____, of Box ____,
_____, Saskatchewan, _____,
(hereinafter called the "Village")

OF THE SECOND PART

1.0 PREMISES:

1.1 The Town and the Village (collectively the "Parties" hereafter), pursuant to Section 175 of The Urban Municipality Act, do hereby covenant and agree to jointly carry out and manage those municipal services and facilities more particularly described in the following Schedules annexed to and forming part of this Agreement:

Schedule A - Fire
Schedule B - Lagoon
Schedule C - Nuisance Ground

This Agreement may be extended to additional services and facilities as recommended by the Inter-Municipal Utility Committee and approved by the Parties and included in additional Schedules to be annexed hereto.

2.0 **INTER-MUNICIPAL UTILITY COMMITTEE MEMBERSHIP
AND PURPOSE**

2.1 **FORMATION, SCOPE AND OPERATION**

2.1.1 The Parties hereby create a Committee to be known as the Inter-Municipal Utility Committee to carry out the objects of this Agreement, and to manage the services and facilities specified in the Schedules annexed hereto.

2.1.2 The purpose of the Committee is to review operational and capital needs of the municipal facilities and services specified in the schedules annexed hereto. Based on this review, the Committee will recommend changes or operational procedures, or funding requirements (operating and capital) to the Councils of the Parties.

2.2 **MEMBERSHIP:**

The Committee shall consist of 5 members of the respective Councils of the Parties appointed annually by the Parties.

2.2.1 Two of the members of the Committee shall be appointed by the Village and 3 members, of whom 1 shall be Chairperson, shall be appointed by the Town.

2.2.2 A quorum for the conduct of the business of the Committee shall be not fewer than 3 members personally present, including at least 1 representative from each Party.

2.2.3 The Committee shall meet not fewer than 4 times annually in each of the months March, June, September and December. Meetings may be called by the Chairperson or any 2 members.

2.2.4 If a position on the Committee shall be vacant for any reason the Party by whom such member had been appointed shall appoint a new member for the balance remaining of the annual term.

3.0 The Committee may establish its own rules of procedure.

4.0 The Committee shall generally do all things necessary to carry out the joint operation and management of the facilities described in the Schedules and, in particular, shall:

- (i) Review the operational and capital needs of the services and facilities and, based upon such review, recommend operational procedures and funding requirements (both operating and capital) to the Parties;

- (ii) Before March 31st of each year prepare the proposed annual budget for each of the services and facilities described in the Schedules. Such budgets are subject to the approval of each of the Parties as part of their annual municipal budgets;
- (iii) Annually review each of the Schedules and this Agreement and propose to the Parties any amendments or additions the Committee may consider desirable and appropriate;
- (iv) Annually review and determine the appropriate share costing formulas as between the Parties hereto.
- (v) Consider and, if determined to be appropriate, recommend the extension of the provisions of this Agreement to any other municipality;
- (vi) Upon request from either or both of the Parties to consider and make recommendations respecting the extension of the provisions of this Agreement to any additional municipal services and facilities as the Committee might determine to be appropriate.
- (vii) Annually review and determine the appropriate allocation of operating costs, administrative costs and capital costs, as part of the budget process;

- (viii) Consider and, if found appropriate, ratify and approve any non-budgetary expenditures which may be incurred in the operation and maintenance of the services and facilities;

- (ix) Annually review and recommend the allocation as between the Parties of such capital contributions each have made to the facilities and the maintenance of capital accounts with respect thereto.

5.0 PROPORTIONATE SHARES:

Administrative, capital and operating costs for the facilities and services described in the Schedules shall be shared by the Parties on a unit cost basis determined as follows:

- (i) Each cottage within the boundaries of the Parties shall count as 1 unit;

- (ii) Each year-round residence within the boundaries of the Parties shall count as 2 units;

- (iii) The total administrative and operating costs of the services and facilities divided by the total number of units of the Parties shall determine the cost per unit;

- (iv) Each Party will pay the amount determined by multiplying the cost per unit by the total number of units within their respective boundaries;
- (v) Capital costs will be contributed by the Parties according to the same formula;
- (vi) In the event of the extension of the provisions of this Agreement, or any of the Schedules thereof, to any additional municipality, a similar formula will prevail.

6.0 COSTS DEFINED:

6.1 "Operating Costs" shall consist of expenditures made for, or contributions by the Parties, of labour, equipment and materials. In the case of equipment or labour contributed by either of the Parties, operating costs shall be at the rates specified in the then current Schedules promulgated by such Parties and of general application respecting equipment and labour owned or supplied by such municipality. Utilities, permits, taxes and licenses shall be included as required. No charges shall be included respecting supervision by the Town Foreman, Town Administrator or office staff.

6.2 "Administrative Costs" will be determined at the rate of 10% of the gross annual operating costs.

7.0 ADMINISTRATION:

7.1 The Agreement and the services and facilities described in the Schedules shall be administered by the Town, which shall incur all operating costs and receive all revenue, all contributions from the Village, or other municipalities to whom this Agreement and the Schedules may be extended.

7.2 The Town shall keep a proper account and record of its administration according to generally accepted accounting principles and annually prepare a statement of account for information of the Parties and the public disclosing administrative, operating and capital costs, revenues and contributions received and allocated. The Town shall keep a separate capital transaction record with respect to each Schedule, which may be annexed to this Agreement, disclosing the respective capital accounts of the Parties, appropriate depreciation based upon certified lifetime of the works where appropriate, market values where applicable, all according to generally accepted accounting principles. The books of the Town shall be open to inspection at all reasonable times by the Village for verification purposes.

7.3 The Town shall bill the Village, and any other municipalities to whom this Agreement may be extended, quarterly in each year on March 31st, June 30th, September 30th and December 31st, the first 3 of which shall be based upon the budget as determined by the Committee, with the year billing based upon actual costs incurred. Any overbillings resulting from estimates shall be cleared in the year-

end billing.

7.4 Payment of any billing shall be made within 30 days, failing which interest on any unpaid balance will be payable at the Royal Bank of Canada prime rate plus 1%.

7.5 The Town shall undertake emergency repair and maintenance it considers necessary and report to the Committee at the earliest opportunity. The costs are to be shared in the manner set out in the Schedules or according to other arrangements made and agreed to by each Council of the Parties.

8.0 **OWNERSHIP OF FACILITIES:**

8.1 Legal title to the facilities now owned, or hereafter acquired, for the purposes of this Agreement shall be continued or registered as acquired as specified in the Schedules.

9.0 **TERMINATION:**

9.1 This Agreement in its entirety, or with respect to its application to any one or more of the services and facilities specified in the Schedules, upon written notice to that effect served by either Party hereto upon the other subject to the provisions of 9.2 hereof, such notice shall be effective on December 31st of the year following that in

which it is so served so that not less than 12 months' notice of such termination shall be provided.

9.2 So long as any matter in dispute has been referred to the Councils of the Parties hereto, or to the Chairperson or Chairperson's designate of the Saskatchewan Municipal Board as provided in Paragraph 10.0 hereof, notice of termination as provided in 9.1 shall not be given or if given shall not be effective until December 31st in the year following that in which the decision of the Chairperson or Chairperson's designate has been made.

9.3 Upon termination the Party retaining ownership of the affected service or facility shall pay to the withdrawing Party the balance of the withdrawing Party's capital account relating to such service or facility.

10.0 DISPUTES:

In all matters not herein provided for or in any dispute between the Parties hereto, or in the event that the Inter-Municipal Utility Committee is unable to arrive at a decision respecting the provisions of this Agreement or any other relevant matter, such matter shall be referred to the respective Councils of both communities who shall negotiate with each other towards effecting a settlement of the matter or dispute. In the event that an agreement is not concluded, application may be made by either Party to the Chairperson or the Chairperson's designate of the Saskatchewan Municipal Board for its

decision and the decision of the Board Chairperson or Chairperson's designate shall be final and binding on both Parties.

11.0 **GENERAL:**

11.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

11.2 **Time shall be the essence of this Agreement.**

11.3 This Agreement and such Schedules as may be from time to time annexed hereto constitute the entire Agreement between the Parties hereto. No amendments or modifications shall be effective unless made in writing and duly executed by the Parties.

11.4 The Parties agree to provide such further assurances and documents as may be required to give effect to the purpose and intent of this Agreement.

11.5 **EFFECTIVE DATE:**

This Agreement shall be effective as, of and from the 1st day of January, 1992. Services and facilities described in the Schedules may be made effective between the Parties from time to time as specified in the respective Schedules.

11.6 INDEMNIFICATION:

If at any time either of the Parties is required to pay or become liable for more than its proportion of the Party's debts or an obligation rising out of the operation of this Agreement as provided for in this Agreement, that Party shall have as against the other Party a right of recovery of the appropriate proportion of the payment or indemnification against such liability.

11.7 NOTICES:

All notices shall be by registered mail addressed to:

Town of _____,
Box _____,
_____, Saskatchewan,
_____.

Village of _____,
Box _____,
_____, Saskatchewan,
_____.

11.8 SEVERABILITY:

Each provision of this Agreement is intended to be severable. If any provision is illegal or void, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

11.9 In this Agreement, everything herein contained shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.0

SIGNATURE:

IN WITNESS WHEREOF the Parties have hereunto affixed their respective seals under the hands of the proper officers of each in that behalf, this _____ day of October, 1991.



THE TOWN OF _____

PER: _____
MAYOR

PER: _____
ADMINISTRATOR

THE VILLAGE OF _____

PER: _____
MAYOR

PER: _____
ADMINISTRATOR