

BYLAW NO. 2019-01

VILLAGE OF BETHUNE

**A BYLAW OF THE VILLAGE OF BETHUNE
AUTHORIZING COUNCIL TO ENTER INTO AN AGREEMENT WITH THE
RM OF DUFFERIN #190 FOR PERMITTING ACCESS AND OPERATIONAL
FUNDING AGREEMENT TO THE VILLAGE OF BETHUNE
LANDFILL/TRANSFER STATION**

WHEREAS; provision is made in Section 8 of *The Municipalities Act*, enabling Council to enter into agreements with other municipalities for the provision or sharing of services, on any terms that may be agreed on; and

WHEREAS; the Council of the Village of Bethune deems it expedient to enter into an agreement with the RM of Dufferin #190 for the purpose of permitting access to ratepayers of the RM of Dufferin #190 to the Bethune Landfill / Transfer station;

WHEREAS; the Councils agree to share a certain percentage of the costs associated with the operation of the Bethune Landfill / Transfer station;

NOW THEREFORE; the Council of the Village of Bethune in the Province of Saskatchewan enacts as follows:

1. The Village of Bethune is hereby authorized to enter into an agreement with the councils of:

1) The RM of Dufferin #190

The terms of which are attached hereto and marked as Exhibit "A".

2. The Mayor and Administrator of the Village of Bethune are hereby authorized to sign and execute an agreement, the terms of which are set out in Exhibit "A" here before referred to.

3. This bylaw shall come into force and take effect on the final passing thereof.

READ A FIRST TIME this 11th day of February 2019.

READ A SECOND TIME this 11th day of February 2019.

READ A THIRD TIME UPON THE UNANIMOUS CONSENT OF THE COUNCIL this 11th day of February 2019.

(seal)

Mayor

Administrator

Exhibit "A"

THIS AGREEMENT MADE IN DUPLICATE THIS DAY 11th DAY OF February 2019

BETWEEN:

*THE RM OF DUFFERIN #190
HEREINAFTER REFERRED TO AS "RURAL MUNICIPALITY"
AND:
THE VILLAGE OF BETHUNE
HEREINAFTER REFERRED TO AS "VILLAGE"*

Whereas the Village is the owner of part of the SW 36-20-24-2, on which lands are located a landfill / transfer station site;

And Whereas the Village and the Rural Municipality are desirous of entering into this agreement providing for the use of the said site by the residents of the Rural Municipality.

Now Therefore in consideration of the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. It is understood and agreed that the landfill / transfer station site owned by the Village and located on part of the SW 36-20-24-2, (hereinafter referred to as the landfill site) shall be available for all residents of the Rural Municipality to deposit refuse and garbage in at such times and in such manner as may be required from time to time by the Village or by any person appointed by the Village;
2. The Village shall be responsible for obtaining all necessary approvals from the Provincial Government with reference to the landfill site and shall be responsible for the operation and maintenance of the said landfill site;
3. The Rural Municipality does hereby agree to pay to the Village thirty (30%) per cent of the operational costs incurred by the Village in maintaining the said landfill site;
4. The Rural Municipality further agrees to pay thirty (30%) per cent of any costs incurred by the Village in reference to improvements to the landfill site as may be necessary in order to have the site comply with any Provincial Government regulations provided, however, that before any such improvements shall be carried out, the Village shall notify the Rural Municipality of the nature of such improvements and shall obtain consent of the Rural Municipality;
5. The Rural Municipality by entering into the within Agreement are not assuming any liability with reference to the operation or ownership of the said landfill site;

6. The within Agreement shall continue and be in force until cancelled by either party upon giving twelve (12) months' notice to the other party, such notice to be in writing and sent by registered mail to the other party.

7. Counterpart Signatures

a) This agreement may be executed in one or more counterparts, all of which together shall constitute one agreement, and each of which separately shall constitute an original document. Facsimile or electronic transmission of a signed original of this agreement and retransmission of any facsimile or electronic transmission shall be the same as delivery of the original.

b) The Village of Bethune agrees to be the central repository of an original signed copy of these agreements and to make it available electronically to all signees.

IN WITNESS WHEREOF, the parties have affixed their respective corporate seals, attested by the hands of the respective signing officers duly authorized in that behalf.

Dated this 11th day of February 2019.

Village of Bethune

Mayor

Administrator