

<b>CIDM PA</b>
FILE # <u>4300-14</u>
CIDM # _____

THIS ASSIGNMENT made in triplicate

BETWEEN

**VILLAGE OF LEBRET,**  
(Hereinafter called the "Village")

- and -

**STARBLANKET CREE NATION,**  
(Hereinafter called the "Cree Nation")

**SERVICE AGREEMENT**

WHEREAS Wa-Pii-Moos-Toosis Indian Reserve #83, (hereinafter "the Reserve") is part of the Cree Nation and is adjacent to the Village,

AND WHEREAS the Reserve requires sewage and garbage (solid waste) disposal services to its businesses and residences, and the Village is prepared to supply those services to the Reserve on behalf of the Cree Nation,

NOW THEREFORE in consideration of the sum of ONE (\$1 00) Dollar, and the other mutual covenants and agreements herein contained, the parties agree as follows

- 1 The Village agrees to supply the following services to Reserve on behalf of the Cree Nation
  - (a) Sewage disposal and treatment services,
  - (b) Garbage (solid waste) pick up and disposal,(Hereinafter collectively referred to as "the services")
- 2 The Cree Nation shall provide access to the Reserve lands to the Village or its employees or agents to facilitate providing or repairing such services
- 3 The Village agrees to give the same quality of the services as set out herein to the

Cree Nation that it gives to any other business or residents within the Village

4 The Cree Nation agrees to pay a fee to the Village for these services, which fee is set out on the attached Appendix "A" as the Total Sewage MTA costs and the Total Solid Waste MTA costs Appendix "A" shall form part of this Agreement

5 The parties agree that the Total Sewage MTA costs and the Total Solid Waste MTA costs as set out in Appendix "A" shall be amended yearly based on a reconciliation to the audited financial statement of the Village Such amendment shall be calculated using the same methods and formulas for calculation as set out in Appendix "A"

6 Any credit shall be deducted from the amount owing for the current year, and any debit will be invoiced by the Village to the Cree Nation

7 Payments shall be made as follows

(a) for the first year, the sum of \$30,884.11 is due on or before December 31, 2008,

(b) Thereafter, payment of the Total Sewage MTA costs and the Total Solid Waste MTA costs shall be made in two equal payments, with the first payment due on the 1<sup>st</sup> day of September of each year, and the final payment due on or before December 31<sup>st</sup> of each year, with the first such payment due September 1, 2009, and the final payment due on or before December 31, 2012,

(c) In the event there is a debit based on the Village audited financial statement, payment shall be due and owing 60 days after invoicing by the Village

8 Interest shall be charged at the rate of 2.0% per cent per month, calculated monthly, on any payments in default The equivalent annual interest rate is 26.82% per cent per annum

- 9 In the event of non-payment, the Village shall have the right to suspend or withdraw provision of the services until payment is made
- 10 **The parties may agree to enter into a new Agreement after the expiration of the term stated herein. In the interests of saving time and costs, the parties may agree to simply attach to this Agreement a signed Amendment Agreement amending the dates, payments or other terms as agreed upon. In such event, the parties agree that all other provisions of this Agreement, except for those specifically amended, shall form part of the new Agreement and be binding upon the parties.**
- 11 This agreement comes into force immediately upon execution, and shall continue until the end of the term on December 31, 2012
- 12 The Cree Nation undertakes to notify its residents, and take all reasonable efforts to ensure that all dry garbage is properly bagged or boxed. Failure to do so may result in the Village refusing to collect the same
- 13 The parties agree that they will follow all reasonable and prudent practices in the collection, disposal and treatment of the sewage and garbage provided for herein. The parties agree that if either fails to do so, they will indemnify and save each other harmless in that respect
- 14 This Agreement shall be binding upon and enure to the benefit of the parties hereto, their successors and assigns
- 15 Time shall be of the essence of this Agreement

IN WITNESS WHEREOF Village of Lebret has had these presents executed by the hands of its duly authorized signing officers in that behalf this \_\_\_ day of December, 2008

VILLAGE OF LEBRET

"SEAL"

PER \_\_\_\_\_

PER \_\_\_\_\_

IN WITNESS WHEREOF Starblanket Cree Nation has had these presents executed by the hands of its duly authorized signing officers in that behalf this \_\_\_ day of December, 2008

STARBLANKET CREE NATION

"SEAL"

PER *[Handwritten Signature]*

PER *[Handwritten Signature]*

*[Handwritten Signature]*  
*[Handwritten Signature]*  
*[Handwritten Signature]*

## APPENDIX "A"

### **Municipal Services Agreement between Star Blanket Cree Nation and Village of Lebret from April 1, 2008 to December 31, 2012**

*Sewerage Disposal Costs* will be determined based on the percentage of water usage by comparing the Village and the Cree Nation using the water meter reading from their respective water treatment plants. The initial calculation period is May 2007 to August 2007. During that time the Cree Nation had an average day demand (ADD) of 8,436 gallons while the village had an ADD of 24,759 gallons (based on records from both parties). The total ADD is therefore  $24,759 + 8,436 = 33,195$ .

$$\frac{8,436}{33,195} \times 100 = 25.4\%$$

The Cree Nation therefore utilized 25.4% of the water required to be treated by the Village Sewerage disposal system. This percentage will be applied for a five year period effective April 1, 2008 to December 31, 2012.

That percentage will be applied to the following items in the Village of Lebret annual budget:

#### Sewerage Municipal Transfer Agreement (MTA) Costs

Wages	\$ 13,149.00
Benefits	1,647.00
Minor Maintenance	462.00
Chemicals	4,250.00
Insurance	950.00
Telephone	1,002.00
Heat and Power	2,957.00
Administration (7.5%)	<u>1,831.28</u>
Total -	\$ 26,248.28

Percentage determined by water usage – 25.4% Cost Share - \$6,667.06

Total Sewerage MTA Costs      \$ 6,667.06

At the conclusion of the village fiscal year, these amounts will be reconciled to the audited financial statement and a credit or debit will be issued accordingly.

## APPENDIX "A"

### Municipal Services Agreement between Star Blanket Cree Nation and Village of Lebret from April 1, 2008 to December 31, 2012

*Solid Waste Disposal Costs* will be determined based on the percentage of actual loads of solid waste generated by the Cree Nation and the Village as determined by the Village maintenance worker. In 2007, the Village Maintenance worker has determined that 50% of the total solid waste generated was collected in the Village and 50% in the Cree Nation.

That percentage will be applied to the following items in the Village of Lebret annual budget:

#### Landfill Municipal Transfer Agreement (MTA) Costs

Landfill fees	\$ 6,866 00
Wages	24,479 00
Benefits	2,180 00
Garbage Truck O & M	2,816 00
Garbage Truck Fuel	7,600 00
Administration (7.5%)	<u>3,145 58</u>
Sub-Total =	\$ 47,086 58

50% Cost Share = \$ 23,543 29

The following items will be initially prorated to 25% in recognition of the amount of space the garbage truck utilizes in the Village shop:

Shop Natural Gas	\$ 2,074 00
Shop Power	766 00
Shop Maintenance	673 00
Shop Insurance	1,501 00
Administration (7.5%)	<u>376 05</u>
Sub-Total =	\$ 5,390 05

25% of shop for truck = \$ 1,347 05

50% cost share = 673 76

Total Solid Waste MTA Costs \$ 24,217 05

#### SUMMARY

Total Sewage MTA Costs \$ 6,667 06

Total Solid Waste MTA Costs \$ 24,217 05

**\$ 30,884 11 – Total Annual Garbage Disposal Fee**