

# BYLAW NO. 281/19

## RURAL MUNICIPALITY OF MOOSOMIN NO. 121

### A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH OTHER MUNICIPALITIES FOR THE PURPOSE OF ESTABLISHING A REGIONAL WASTE MANAGEMENT AUTHORITY FOR DIVISION 7

The Council of the Rural Municipality of Moosomin No. 121 in the province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Moosomin No. 121 is the “successor” (pursuant to Clause 11.1 of the attached agreement), due to the restructuring of the Village of Welwyn into the RM of Moosomin No. 121 on May 1, 2018.
2. The Rural Municipality of Moosomin No. 121 is hereby authorized to enter into the **continued** Agreement identified as Exhibit “A”, with the municipalities listed in Appendix “A”, for the purpose of creating an Authority to jointly manage and minimize solid waste. Both Exhibit “A” and Appendix “A” are attached hereto and form part of this Bylaw.

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David Moffatt, Reeve

S E A L

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Kendra Lawrence, CAO

## SCHEDULE A

### RED COAT WASTE RESOURCE AUTHORITY CORPORATION

#### CONSTITUTION

**WHEREAS** The Red Coat Waste Resource Authority Corporation was created by Municipal bylaws and a multi-municipality agreement pursuant to s.254(1) and (2) of The Rural Municipality Act, 1989 and s.175(2)(a) and (h) of The Urban Municipality Act, 1984;

**AND WHEREAS** The Red Coat Waste Resource Authority Corporation is a body corporate and has all the rights, obligations and privileges of a statutory body corporate;

**AND WHEREAS** The Red Coat Waste Resource Authority Corporation is empowered by a Constitution pursuant to The Rural Municipality Act, 1989 and The Urban Municipality Act, 1984;

**NOW THEREFORE** the Constitution of the Authority reads as follows:

**1. TITLE**

1.1 This constitution may be cited as the Constitution of the Red Coat Waste Resource Authority Corporation.

**2. DEFINITIONS**

2.1 In this Constitution

- (a) "Agreement" means the multi-municipality agreement which establishes the Authority, and of which this Constitution is a part;
- (b) "Authority" means the Red Coat Waste Resource Authority Corporation
- (c) "Board" means the group of individuals that is selected from among the municipal representatives to manage the day-to-day business of the Authority;
- (d) "Chairperson" means a member of the Board, elected to office at a meeting of the board, and who is to preside over meetings of both the Board and the Authority;
- (e) "Council" means the council of a municipality;
- (f) "Interim Authority Board" means the body whose responsibility it is to manage the establishment of the Authority, and which is made up of representatives from several of the municipalities that intend to become founding members of the Authority;
- (g) "Liquid domestic sewage" means any remains or by-products which contain animal, mineral or vegetable matter in solution or suspension;
- (h) "Minister" means the Minister responsible for rural municipalities under The Rural Municipality Act, 1989 and urban municipalities under The Urban Municipality Act, 1984;
- (i) "ward" means the municipality, or group of municipalities, that is entitled to appoint a member, or members, to the Board;
- (j) "waste" means the remains, by-products and discarded materials typically resulting from residential, commercial, institutional, industrial, agricultural and construction activities but does not include liquid domestic sewage.



- 2.2 In this Constitution and all bylaws adopted by the members, unless the context requires otherwise, words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neutral genders; words importing person shall include bodies corporate, corporations, companies, partnerships, syndicates, trusts and any number of persons.
- 2.3 The headings used in this Constitution are inserted for reference purposes only and are not to be considered in construing the terms and provisions hereof or to be deemed in any way to clarify, modify or explain the effect of such terms or provisions.

### **3. OBJECTIVES OF THE AUTHORITY**

- 3.1 To plan, implement and operate an integrated waste management system serving the Authority's members with an environmentally appropriate waste management service at a reasonable cost.
- 3.2 To minimize the amount of waste requiring disposal through the application of the 4Rs in the following order: reduction (at source), reuse, recycling and recovery.
- 3.3 To dispose of residual waste in a manner that will protect public health and safety, and the environment.
- 3.4 To plan, develop and implement an educational program that will foster the creation of environmental committees in local communities to encourage waste minimization and proper waste disposal.
- 3.5 To cooperate with the business community in exploring business and job creation within the region through waste minimization and management activities.

## **PART 1: MEMBERSHIP**

### **4. MEMBERSHIP IN THE AUTHORITY**

- 4.1 When each of the municipalities listed in appendix "A"
- Passes a bylaw accepting the terms of this original agreement establishing the Red Coat Waste Resource Authority Corporation they each become a founding member of the Authority.
- 4.2 A municipality which is not a founding member may become a member of the Authority through the provisions of Section 6: Joining Membership.
- 4.3 Membership in the Authority is for an indefinite term and may only be withdrawn pursuant to the provisions of Section 8: Withdrawal/Expulsion from Membership.
- 4.4 Membership in the Authority is not transferable, assignable or sellable.

### **5. CLASSES AND VOTING PRIVILEGES OR MEMBERS OF THE AUTHORITY.**

- 5.1 There shall be one class of members of the Authority
- 5.2 Each member is entitled to vote at all general and special meetings of members of the Authority.

### **6. JOINING MEMBERSHIP**

- 6.1 A municipality which was not a founding member of the Authority pursuant to Section 4.1 may apply for membership in the Authority. The application must be in writing. The Board chairperson shall deal with the application according to the provisions of Section 14.



6.2 An application for membership must receive approval of at least two-thirds of the member municipalities, and these approving municipalities must contain at least 50% of the total population of the member municipalities.

6.3 Following approval of the membership application, the applicant municipality shall pass a bylaw as required by s.254(1) and (2) of The Rural Municipality Act or s.175(2)(a) and (h) of The Urban Municipality Act, as the case may be, accepting in its entirety, the provisions of the agreement establishing the Red Coat Waste Resource Authority Corporation, and shall forward a certified true copy of that bylaw to the Authority.

6.4 Reorganization of the wards in the Authority to accommodate the new municipality must be approved unanimously by the member municipalities and enacted according the provisions of Section 31.1.

## 7. FINANCIAL CONTRIBUTION BY NEW MUNICIPALITIES

7.1 A new municipality joining the Authority shall pay a capital funding assessment fee Agreement: Section 3.1 and 3.2) equal to the total capital assessment paid by the existing Authority members since the creation of the Authority, or such capita assessment as is deemed appropriate by the Authority at the time the municipality joins.

7.2 A new municipality joining the Authority shall pay an operational funding assessment based on the operations assessment for the year in which it joins but prorated to cover only the part of the year in which it was a member.

## 8. WITHDRAWAL/EXPULSION FROM MEMBERSHIP

8.1 A municipality may withdraw from the Authority by providing written notice of its intention to withdraw to the Authority and the other member municipalities. Should a municipality decide not to withdraw after it has given notice it may cancel the notice by a written retraction to the Authority and the other member municipalities.

8.2 The notice to withdraw must be received by the Authority and the other member municipalities at least one year prior to the date of withdrawal. The effective date of withdrawal may only be December 31<sup>st</sup> of a particular year.

8.3 A municipality that withdraws from the Authority loses its right, effective the date that notice to withdraw is received by the Authority, to participate in decisions regarding capital budgeting, over-expenditure, borrowing, new members and expulsion of members. The municipality retains its right to participate in decisions regarding operational budgeting, appointment of Board members and amendments to the Agreement or the Constitution until the effective date of withdrawal.

8.4 The Authority may expel from membership a municipality that refuses to meet its financial obligation to the Authority. Written notice of the intention to expel may be served on the municipality after it has failed to meet its financial obligations to the Authority for a period of sixty (60) days. The written notice shall also be provided to all other member municipalities. The Authority may withdraw waste management services to the municipality effective the date of service of the notice to expel.

8.5 The notice to expel shall be effective sixty (60) days after it has been received by the municipality unless the municipality, in that time period, completely fulfils its financial obligation to the Authority. The notice shall be considered withdrawn on the date that the financial obligation is met.

8.6 A municipality that is under notice of expulsion loses all of its rights to participate in Authority decisions from the date it receives the notice to expel until the notice is withdrawn.



8.7 Reorganization of the wards in the Authority to accommodate a withdrawal or expulsion must be approved unanimously by the member municipalities and enacted according to the provision of Section 31.1.

8.8 A municipality that has withdrawn, or been expelled, from the Authority and wishes to rejoin shall be treated as if it were a new applicant.

#### **9. FINANCIAL CONTRIBUTION BY WITHDRAWING/EXPELLED MUNICIPALITIES**

9.1 A municipality withdrawing from the Authority is required to make all payments due under the agreement until the effective withdrawal date.

9.2 A municipality expelled from the Authority is required to pay its entire capital assessment due under the agreement for the year in which it was expelled.

9.3 Upon withdrawal, or expulsion, a municipality loses any right to recover any money, paid in accordance with the agreement, from the Authority or the other municipalities, or to make any claim arising from payment of money made in accordance with the agreement to, or the use of that money by the Authority.

### **PART 2: POWERS AND DUTIES OF MEMBERS**

#### **10. TERM OF APPOINTMENT FOR MEMBERS OF THE AUTHORITY**

10.1 The council of each member municipality shall appoint a representative to the Authority at the first council meeting after the Authority is established, and thereafter at the first Council meeting in January of each appropriate year. A vacancy arising from any cause during the term of appointment shall be filled for the balance of the term at the first regular meeting of the council after the vacancy occurs.

10.2 The length of term of the initial representatives will depend upon the ward, as established in Section 15, in which the municipality lies. Approximately half of these representatives will serve about one year terms with the other half serving about two year terms. Thereafter, all terms will be two years in length. All terms will expire at the end of the appropriate calendar year.

10.3 Any resident and/or rate-payer of the municipality may be a representative unless they are an Authority employee.

#### **11. GENERAL MEETING OF MEMBERS**

11.1 The general meeting of Authority members shall be held between April 1 and April 30 in each year.

11.2 At least fourteen (14) days written notice of a general meeting of the Authority shall be given to each representative and each member municipality.

#### **12. SPECIAL MEETING OF MEMBERS**

12.1 The Chairperson shall call a special meeting of the Authority at any time and shall always do so upon the written request of at least 25% of the members.

12.2 Where the Chairperson calls a special meeting of the Authority he shall give at least one (1) day notice in writing, or by other means, to each representative and each member municipality, and shall indicate the matters for discussion at the special meeting.

#### **13. RULES OF GENERAL OR SPECIAL MEETINGS OR MEMBERS**

13.1 No business shall be transacted at any general or special meeting of the Authority until a quorum is present.



13.2 A quorum shall be at least two-thirds of the member municipalities, and these municipalities must contain at least 50% of the total population of the member municipalities.

#### 14. POWERS AND DUTIES OF THE MEMBERS

14.1 Authority members may make decision governing:

- the procedure and policy for Authority meetings.
- the operating and capital budget.
- budget over expenditure.
- borrowing.
- admitting new member municipalities.
- expulsion of member municipalities.
- amendments to the Authority Agreement and Constitution.

14.2 These decisions may be made or amended at a general or special meeting of members of the Authority. Decisions of the Authority will be binding where they are approved at a properly called meeting by at least two-thirds of the member municipalities, and these approving municipalities must contain at least 50% of the total population of the member municipalities, with the exception that changes to the Agreement or the Constitution must be approved unanimously by the member municipalities and enacted according to the provisions of Section 31.1

14.3 A member may submit to the Board Chairperson of any matter that he proposes to raise at a general meeting of the Authority.

14.4 Where a member has submitted a proposal pursuant to Section 14.3, the Chairperson shall include the proposal on the agenda for the general Authority meeting unless:

- The proposal was not received by the Chairperson at least thirty (30) days before the date of the general meeting.
- The proposal is primarily for the purpose of redressing a personal grievance or for the purpose of promoting general economic, political, racial, religious, social or similar causes.
- Substantially the same proposal was considered, and defeated, by the Authority within the two (2) years preceding the general meeting. The Board may direct the Chairperson to include this type of item on the agenda if they feel that there is value in discussion again the proposal within the two (2) year period.

14.5 If a proposal is rejected by the Chairperson, the Chairperson shall notify the member in writing within ten (10) days of receiving the proposal and shall indicate why the proposal has been rejected.

#### 15. COMPOSITION OF THE BOARD

15.1 Authority members shall be divided into wards as Shown in Appendix "B".

15.2 The terms of representatives in Wards 1 and 3 shall expire in odd numbered years. The terms of representatives in Wards 2 and 4 shall expire in even numbered years.

15.3 Member municipalities in each ward shall select Board members from among their representatives to the Authority. In wards 1,2, 3, and 4 the urban municipalities shall select one Board Member from among their representatives and the rural municipalities shall select one Board member from among their representatives. Each ward shall also select one other board member from the appointed representatives. Where a Board member vacates his appointment to the Board for any cause the member municipalities in the ward shall select from among their representatives another Board member. The Board member's term of office shall be coincident with the term of the representatives in that ward.

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- 15.4 The groups of municipalities in each ward shall select their Board member by majority vote. In the event of a tie vote, the names of the tied candidates shall be written on similar pieces of paper, which are then folded so that the name is concealed and put in a receptacle. One of the pieces of paper shall be drawn, the candidate whose name appears on that piece shall be declared elected.
- 15.5 Each group of municipalities in each ward shall select their Board member within thirty (30) days of the appointment of the last appointed representative to the Authority in their group.
- 15.6 A member remains entitled to vote as his municipality's representative at general and special Authority meetings.

## **16. ACCOUNTING BY THE AUTHORITY**

- 16.1 The Authority shall keep distinct and regular accounts of its receipts, payments, assets and liabilities.
- 16.2 The auditors of the Authority shall annually audit the accounts identified in section 16.1 using generally accepted and appropriate audit procedures. The audit shall be completed by March 31.
- 16.3 The audit shall be presented at the general meeting of the Authority.

## **17. ANNUAL REPORT**

- 17.1 The Authority shall prepare an annual report by March 31 of each calendar year. The report shall be presented to each member municipality and the provincial agency responsible for environmental protection.

### **PART 3: POWERS AND DUTIES OF THE BOARD**

#### **18. PURPOSE OF THE BOARD**

- 18.1 The purpose of the Board is to manage, control, operate and carry out the day to day business of the Authority and ensure the proper operation of the waste management system.

#### **19. POWERS OF THE BOARD**

- 19.1 In the course of operating the waste management system the Board will be responsible for planning, implementing and operating programs and activities related to the management, minimization and disposal of waste within the Authority boundaries using powers which include, but are not restricted to:
- Establishing policies, regulations and rules relating to waste management.
  - The purchase and operation of a common landfill site(s) which will service all of the participating municipalities.
  - The reduction, reuse, recycling or recovery of waste.
  - Entering into agreements to carry out any of the Authority's purposes.
  - Hiring employees, including management employees, and establishing the terms of employment for those employees, including their layoff or dismissal.
  - Charging and collecting fees to users, other than the participating municipalities, of the programs, activities or works established by the Authority.
  - Establishing committees to research and report to the board regarding any aspects of the Authority's mandate or any of the programs proposed or undertaken by the Authority.
  - Preparing a budget which will provide the resources to fulfil the Authority's mandate.
  - Proposing borrowing funds as required to meet the established budget.
  - Acquiring, using and disposing of any necessary real or chattel property.
  - Annually setting the remuneration and expense amounts for Board officers, Board members and representatives to the Authority.



**20. OFFICERS OF THE BOARD**

- 20.1 The Board will annually elect from among its members a Chairperson, Vice-Chairperson and Secretary-Treasurer. The election will be by majority vote. An abstention from voting will be considered to be a negative vote.
- 20.2 These officers will be elected at the first board meeting of each calendar year. The officers elected in the previous calendar year will continue to carry out their responsibilities until the new officers are elected.
- 20.3 When the board is first created the officers will be elected at the first board meeting. The Chairperson of the Interim Red Coat Waste Resource Authority Board will chair this first meeting until the officers have been elected.

**21. RESIGNATION BY THE CHAIRPERSON**

- 21.1 Where the Chairperson vacates the chair for any cause, the Vice-Chairperson shall act as Chairperson until the next board meeting.
- 21.2 At the next board meeting following the vacancy in the chair, the Vice-Chairperson shall indicate his interest in running for the office of Chairperson by putting his name forward together with any other member of the board who wishes to be a candidate for the office.
- 21.3 If the Vice-Chairperson is elected as Chairperson he shall immediately assume that office and have the Board elect another Vice-Chairperson.
- 21.4 If the Vice-Chairperson is not interested in running for the office of Chairperson or is not elected as Chairperson further to his candidacy, he will cease acting as Chairperson, and resume the office of Vice-Chairperson, except as otherwise provided in this Constitution, upon the election of a new Chairperson.
- 21.5 The Chairperson elected to fill a vacancy in the chair holds the office for the unexpired term of his predecessor.

**22. RESIGNATION BY THE VICE-CHAIRPERSON OR SECRETARY-TREASURER**

- 22.1 Where the Vice-Chairperson or Secretary-Treasurer vacates his office for any cause, the Board shall elect a new Vice-Chairperson or Secretary-Treasurer, as the case may be, at the next Board meeting.
- 22.2 The Vice-Chairperson or Secretary-Treasurer elected during a term of office holds the office for the unexpired term of his predecessor.

**23. MISCONDUCT BY AN OFFICER OR BOARD MEMBER**

- 23.1 A Board officer or member shall:
- Disclose that he or his agent, partner, spouse, parent or child has an interest in land, buildings or corporations that could make a financial profit (hereinafter referred to as a pecuniary interest) from a board decision;
  - Not participate in a discussion at a Board meeting where he, his agent, partner, spouse, parent or child has pecuniary interest in the Board's decision;
  - Excuse himself from the board meeting so as not to be involved with or seen to be involved with making or influencing the Board's decision where he, his agent, partner, spouse, parent or child has a pecuniary interest in the decision; and
  - Exclude himself from the Board meeting until the board has completed voting on the matter that may affect his or his agent's, partner's, spouse's, parent's or child's pecuniary interest.
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- 23.2 A Board officer or member shall not misuse Authority funds or monies.
- 23.3 Where a Board officer or member has contravened section 23.1 or section 23.2:
- a) The Board may make a resolution requesting the officer or member to resign from the Board, or
  - b) The Chairperson, at this own initiative, may call a special Board meeting pursuant to section 25.1 or shall be obliged to call a special Board meeting pursuant to section 25.1 to have a resolution passed that the officer or member resign from the Board, resign as a representative to the Authority, or any combination of the two.
- 23.4 Where a resolution has been passed pursuant to section 23.3(b) the Board officer or member shall be deemed to have resigned from the board, to have resigned as a representative to the Authority, or any combination of the two, effective immediately.
- 23.5 A Board officer or member shall not be absent from three successive board meetings without sufficient cause.
- 23.6 Where a Board officer or member has contravened section 23.5 the Board may make a resolution requesting the officer or member to resign from the Board.

#### **24. GENERAL MEETINGS OF THE BOARD**

- 24.1 When the Authority is first established the Board will hold its first meeting within fifteen (15) days of the appointment of the last appointed Board member. Thereafter, the Board will meet at least every two months. In each calendar year thereafter, the Board will hold its first meeting of that year within fifteen (15) days of the appointment of the last appointed Board member for that year. Thereafter, the board will meet at least every two months.
- 24.2 When the authority is first established the Chairperson of the Interim Red Coat Waste Resource Authority Board will set the date for the first board meeting and send written notice to each Board member and each member municipality no less that seven (7) days prior to the meeting.
- 24.3 The date for each Board meeting will be set at the preceding Board meeting. Each Board member and each member municipality will be notified of the day by written notice no less than seven (7) days prior to the meeting.

#### **25. SPECIAL MEETINGS OF THE BOARD**

- 25.1 The Chairperson may call a special meeting of the Board at any time and shall always do so upon the written request of a majority of the members.
- 25.2 Where the Chairperson calls a special meeting of the Board he shall give at least one (1) day notice in writing, or by other means, to each Board member and each member municipality and shall indicate the matters for discussion at the special meeting.

#### **26. RULES FOR GENERAL OR SPECIAL MEETINGS OF THE BOARD**

- 26.1 No business shall be transacted at any general or special meeting of the Board until a quorum is present. A quorum shall be a majority of the Board members.
- 26.2 Decisions of the Board will be binding where a majority of the Board members present at a properly called meeting approve the decision. An abstention from voting will be considered to be a negative vote.
- 26.3 Minutes shall be kept of each meeting and approved by the Board as to accuracy and completeness at the subsequent meeting. A copy of the minutes of each meeting will be
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distributed to each representative and each member municipality on the Authority within fourteen (14) days after their approval.

26.4 The Chairperson, Vice-Chairperson and Secretary-Treasurer have the right to vote at special and general Board meetings but they do not have an additional or casting vote.

**27. ENTERING INTO AGREEMENTS**

27.1 The Board may pass a resolution authorizing the Authority to enter into agreements with any individuals, public and private corporations, institutions, organizations, and governments, and otherwise, to provide or obtain services, goods, grants, real and chattel property to ensure that the Authority operates effectively.

**28. BUDGET FOR THE AUTHORITY**

28.1 The Board shall draft a budget to be presented to the Authority for approval at the Authority general meeting.

28.2 Upon approval of the budget the Board shall not incur an expenditure or debt in excess of the budget without the prior approval of the Authority.

**29. EMPLOYEES OF THE AUTHORITY**

29.1 The Board shall appoint the employees of the Authority as it deems necessary.

**30. COMMITTEES**

30.1 The Board may create Advisory Committees and may assign duties to them.

30.2 Where an Advisory Committee is created by the Board:

- A Committee Chairperson shall be appointed from among the Board members by the Board Chairperson, subject to confirmation by the Board.
- Other committee members shall be appointed by the Board.
- The number of committee members shall be determined by the Board.
- Committee participants may meet, adjourn, and otherwise regulate their meetings as they may determine.

**PART 4: AMENDING THE CONSTITUTION**

**31. AMENDING PROCEDURE**

31.1 Amendments to this Constitution must be made in writing and approved unanimously by each municipality enacting a bylaw as required by s. 254(1) and (2) of The Rural Municipality Act or s. 175(2) (a) and (h) of The Urban Municipality Act as the case may be.

**PART 5: LIQUIDATION AND DISSOLUTION OF THE AUTHORITY**

**32. DISTRIBUTION OF PROPERTY**

32.1 Upon Liquidation and dissolution of the Authority, any remaining Authority property shall be transferred to the municipalities that were members of the Authority during the calendar year in which the Authority was liquidated and dissolved.

32.2 Member municipalities, pursuant to section 32.1, shall divide any remaining Authority property on a pro rata basis according to the equation shown in Section 9.1 of the Agreement (Exhibit "A").

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## EXHIBIT A

### RED COAT WASTE RESOURCE AUTHORITY CORPORATION MULTI-MUNICIPALITY SOLID WASTE MANAGEMENT AGREEMENT

THIS AGREEMENT IS MADE AMONGST THE MUNICIPALITIES LISTED IN APPENDIX "A"

#### WHEREAS

- A. The parties to this agreement are municipalities as defined under The Urban Municipality Act, SS 1984, c. U-11 and under The Rural Municipality Act, 1989, SS 1989, c. R-26;
- B. The parties to this Agreement wish to create a Regional Waste Management Authority to serve its members;
- C. The parties to this Agreement warrant, represent and acknowledge that the undertaking, warranties and representations in this Agreement and the Constitution of the Authority attached hereto as Schedule A are and shall be relied upon and acted upon by other municipalities participating in the Regional Waste Management Authority.

**NOW THEREFORE THE AGREEMENT WITNESSES AND THE PARTIES HERETO AGREE AND COVENANT**, pursuant to s.175 of The Urban Municipality Act, 1984 and s.254 of The Rural Municipality Act, 1989, to establish and authorize the functioning of a Regional Waste Management Authority on the following terms and conditions:

#### 1. RED COAT WASTE RESOURCE AUTHORITY CORPORATION

- 1.1 It is the common intention of all of the parties to this Agreement to jointly manage and minimize waste within their combined geographical boundaries. The joint management and minimization of waste will include acquiring, establishing and operating a common landfill site(s); establishing programs for the collection, handling and disposal of waste, waste minimization and recycling; and undertaking other similar or related initiatives.
- 1.2 Pursuant to s. 175(2)(h) of The Urban Municipality Act and s. 254(2) of The Rural Municipality Act, the parties agree that the Red Coat Waste Resource Authority Corporation (hereinafter referred to as the "Authority") shall be a body corporate with its duties and powers set out in the Constitution attached hereto as Schedule A.
- 1.3 The duties and powers of the Authority as stated in the Constitution may be amended in accordance with the amending procedures set out therein.
- 1.4 The parties hereto agree that the Authority may regulate internal activities and procedures that are not regulated in the Constitution by resolutions enacted by the members of the Authority at general or special meetings of the Authority.
- 1.5 The Parties hereto agree to appoint representatives to the Authority in a timely manner in accordance with the terms of the Constitution.

## **2. INTERIM AUTHORITY BOARD**

2.1 The Parties hereto agree that an Interim Authority Board shall be constituted of the following individuals:

- Warren Steeves, Chairperson
- Harold Coderre
- Wilma Lothian
- Reed Gibson
- Marty Halpape
- Allan Nagus
- Elmer Molnar
- Ivan Findlay
- Larry Kelly
- Roy Lequyer
- Clinton Neuls
- Ed Fonagy

2.2 The Interim Authority Board will organize the meetings and business of the Board until such time as the Red Coat Waste Resource Authority Corporation can be established.

2.3 The parties hereto agree that the term of office of the Interim Authority Board shall continue until the first meeting of the Board selected from representatives to the Authority. In order to ensure an orderly transition of business, the Interim Board members shall make themselves available as advisors to the selected Board for three months after the expiry of the Interim Board term.

## **3. FUNDING THE AUTHORITY**

3.1 The specific capital and operating cost contribution required from each municipality will be detailed in the Authority budget.

3.2 The population of each municipality will be determined by using the average between the most recent Census Canada Data and Saskatchewan Health Data.

3.3 The municipalities agree that they will pay to the Authority their required capital and operating cost contribution as stipulated in the Authority budget.

3.4 The Authority's capital, operating and borrowing budget must be approved by at least two-thirds of the member municipalities, and these approving municipalities must contain at least 50% of the total population of the member municipalities. The Authority is not authorized to make expenditures or incur debts exceeding its budget without first obtaining the approval of at least two-thirds of the member municipalities, and these approving municipalities must contain at least 50% of the total population of the member municipalities.

## **4. FUNCTIONING OF THE AUTHORITY**

4.1 The parties hereto agree that the Authority may enter into agreements with any individuals, public and private corporations, institutions, organizations, and governments, and otherwise, to provide or obtain services, goods, grants, real and chattel property to ensure that the Authority operates effectively.

## **5. TERM OF THE AGREEMENT**

5.1 This agreement is for an indefinite term.



- 5.2 Any municipality may withdraw from this agreement upon giving notice to the Authority in accordance with the terms of the Constitution set out in Schedule A attached hereto.
- 5.3 Any applications submitted to the Authority requesting that a municipality become party to this agreement will be dealt with in accordance with the terms of the Constitution set out in Schedule A attached hereto.

**6. CHANGES TO THE AGREEMENT**

- 6.1 The parties agree that any changes to the terms of this agreement, including changes to the Constitution set out in Schedule A attached hereto, must be made in writing and approved unanimously by each municipality enacting a bylaw as required by s. 254(1) and (2) of The Rural Municipality Act or s. 175(2) of The Urban Municipality Act as the case may be.

**7. ENTIRE AGREEMENT**

- 7.1 This agreement, including Schedule A attached hereto, constitutes the entire agreement amongst the parties and there are no representations or warranties, express or implied, statutory or otherwise, and no agreements collateral hereto other than as expressly set forth or referred to herein.

**8. AGREEMENT BINDING**

- 8.1 This agreement only becomes binding on the parties hereto once all of the participating municipalities approve of the agreement in its current form and in its entirety by enacting a bylaw as required by s. 254(1) and (2) of The Rural Municipality Act or S.175(2) of The Urban Municipality Act as the case may be.

**9. PROPERTY AND LIABILITY**

- 9.1 While it is the intention of all parties to this agreement that the Authority as a body corporate hold and own all real and chattel property acquired in the course of carrying out the purpose of this agreement, if for any reason it is determined that the Authority cannot own property of any kind it is agreed that ownership of such property will be shared amongst the participating municipalities pro rata according to the following equation:

$$\frac{\text{Municipality's Population}}{\text{Combined Population of Participating Municipalities}} \times (\text{times}) \text{ Property Value} = \text{Municipality's Share}$$

Any municipality withdrawing from this agreement gives up any claim to an interest in any property acquired by the Authority and transfers any interest in such property to the remaining municipalities on the effective date of withdrawal from the Authority.

- 9.2 Any liability incurred by the Authority shall be the Authority's responsibility as a body corporate and it is the intention of the participating municipalities that any liability resulting from the Authority's activity should be limited to the Authority. However, should, for any reason, a liability extend beyond the Authority to the participating municipalities, the participating municipalities agree that such liability will be shared amongst the participating municipalities pro rata according to the equation shown in section 9.1 for the year immediately preceding the event which created the liability.

**10. FURTHER ASSURANCES**

- 10.1 The parties hereto covenant to do and perform all acts and things and execute all documents, instruments and writings which may be necessary or of advantage to enforce this agreement or to

ensure the continued, effective operation of the Authority according to the tenor and intent of this agreement and the Constitution of the Authority.

**11. SUCCESSORS**

11.1 This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors.

**12. TIME**

12.1 Time shall be of the essence of this agreement

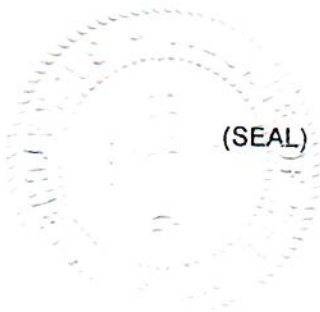
**13. CAPTIONS**

13.1 The captions appearing in this agreement are inserted for convenience of reference only and shall not affect the interpretation of this agreement.

**14. COUNTERPARTS**

14.1 This agreement may be signed in counterparts and all shall be deemed one original instrument.

IN WITNESS WHEREOF the Village of Ulelewyn has hereunto affixed its corporate seal, duly attested by the hands of its proper officers on that behalf of this 7<sup>th</sup> day of January 2003.



Village of Ulelewyn  
Urban/Regional Municipality

[Signature]  
Mayor/Regional

[Signature]  
Administrator/Clerk



APPENDIX A

Member Municipalities

Town of Broadview	Village of Wapella
Town of Carlyle	Village of Windthorst
Town of Kipling	Town of Rocanville
Town of Midale	Village of Halbrite
Town of Whitewood	RM of Argyle #1
Village Resort of Bird's Point	RM of Reciprocity #32
Village of Creelman	RM of Moose Creek #33
Village of Fillmore	RM of Cymri #36
Village of Gainsborough	RM of Brock #64
Village of Kennedy	RM of Hazelwood #94
Village of Kenosee Lake	RM of Kingsley #124
Village of Kisbey	Moose Mountain Provincial Park
Village of Macoun	

## APPENDIX "B"

### Ward 1

Town of Carlyle  
Village of Gainsborough  
RM of Argyle #1  
RM of Reciprocity #32  
RM of Moose Creek #33

### Ward 2

Village of Creelman  
Village of Fillmore  
Village of Kisbey  
RM of Brock #64  
Town of Midale  
Village of Macoun  
Village of Halbrite  
RM of Cymri #36

### Ward 3

Village of Kenosee Lake  
Village of Kennedy  
Moose Mountain Provincial Park  
Town of Whitewood  
Town of Wapella  
Town of Rocanville

### Ward 4

Town of Kipling  
Village of Windthorst  
RM of Hazelwood #94  
RM of Kingsley #124  
Town of Broadview  
Village Resort of Bird's Point