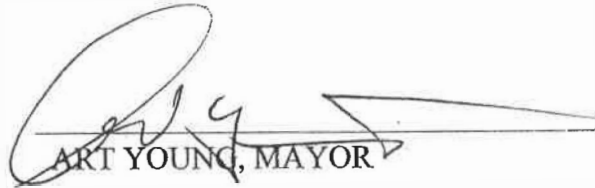


BYLAW NO. 3/01

A Bylaw made this 12th day of March, 2001, to provide for entering into an Agreement to establish a Regional Waste Management Authority

The Council of the Village of Canwood in the Province of Saskatchewan enacts as follows:

1. The Village of Canwood is hereby authorized to enter into an Agreement to Organize, the terms of which are attached hereto and marked as Exhibit "A", for the purpose of establishing and authorizing the functioning of a Regional Waste Management Authority.
2. The Mayor and Administrator of the Village of Canwood are hereby authorized to sign and execute an Agreement, the terms of which are set out in Exhibit "A" referred to above.



ART YOUNG, MAYOR

(S E A L)



TERRY LOFSTROM, ADMINISTRATOR

AGREEMENT TO ORGANIZE

This Agreement is made effective this /2day of *March*, A.D. 2001

WHEREAS:

- A. This Agreement is made amongst the municipalities, First Nations and Government Departments listed in Appendix "A"
- B. The parties to this agreement are municipalities as defined under The Urban Municipality Act, 1984, SS 1984, c. U-11.
- C. The Parties to this Agreement wish to create a Regional Waste Management Authority to serve it's members;
- D. Whereas the North Central Saskatchewan Waste Management Corp. (hereinafter referred to as the "Authority") 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.
- E. First Nations, intend to subscribe as members of the Authority in accordance with the provisions of the Indian Act, 1985, c. I-5 and its regulations; and
- F. Her Majesty The Queen in the right of the Dominion of Canada and Her Majesty The Queen in the right of the Province of Saskatchewan intend to subscribe as a member of the Authority pursuant to the legislation governing the National and Provincial Parks respectively.

NOW THEREFORE THIS AGREEMENT WITNESSES:

and the parties hereto agree and covenant, to establish and authorize the functioning of a Regional Waste Management Authority on the following terms and conditions:

1 THE AUTHORITY

- 1.1 It is the common intention of all 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); establish programs for recycling; and undertaking other similar or related initiatives.
- 1.2 Pursuant to S.175(2)(h) of The Urban Municipality Act, 1984 and S.254(2) of The Rural Municipality Act, 1989, the parties agree that the Authority shall be a non-profit body corporate with its duties and powers set out in the Bylaws attached hereto as schedule A.
- 1.3 The duties and powers of the Authority as stated in the Bylaws 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 Bylaws 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 Bylaws.

2 INTERIM AUTHORITY BOARD

1. The Parties Hereto agree that an interim or provisional Authority Board shall be constituted of the following individuals:

- _____, Chairperson
- _____, Secretary-Treasurer
- _____, Board Member
- _____, Board Member
- _____, Board Member
- _____, Board Member
- _____, Board Member
- _____, Board Member

- 2.1 The Interim Authority Board will organize the meetings and business of the Board until such time as the Authority can be established.
- 2.2 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 parties agree that the Capital and operating costs incurred by the authority will be funded according to the principles recommended in the North central Waste Management Region Feasibility Study prepared by Stantec Consulting Ltd.
- 3.2 The specific capital and operating cost contribution required from each member will be detailed in the Authority budget.
- 3.3 The population of each member will be determined by using recent Census Canada data.
- 3.4 The Members of the Authority agree that they will pay to the Authority their required capital and operating cost contribution as stipulated in the Authority budget.
- 3.5 The Authority's capital, operating and borrowing budget must be approved by at least 50% of the Members of the Authority, and these approving Members of the Authority must contain at least two-thirds of the total population of the Members of the Authority. The Authority is not authorized to make expenditures or incur debts exceeding its budget without first obtaining the approval of at least 50% of the Members of the Authority, and these approving Members must contain at least two-thirds of the total population of the Members of the Authority.

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 Member of the Authority may withdraw from this Agreement upon giving notice to the Authority in accordance with the terms of the Bylaws set out in Schedule A attached hereto.
- 5.3 Any application submitted to the Authority requesting that a Member of the Authority become party to this Agreement will be dealt with in accordance with the terms of the Bylaws set out in Schedule A attached hereto.

6 CHANGES TO THE AGREEMENT

- 6.1 The Parties hereto agree that any changes to the terms of this Agreement, including changes to the Bylaws set out in Schedule A attached hereto, must be made in writing and approved by each Party to this Agreement under authorization of their respective governing procedure and authority and in compliance with the Bylaws set out in Schedule A attached hereto.

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 members approve of the Agreement in its current form and in its entirety by enacting a bylaw for authorization and approval in accordance with their respective governing procedures and authority.

9 PROPERTY AND LIABILITY

- 9.1 It is the intention of all Parties to this Agreement that the Authority as a body corporate shall hold and own real and chattel property acquired in the course of carrying out the purpose of this Agreement. Any Member of the Authority 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 Members of the Authority 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 Members of the Authority that any liability resulting from the Authority's activities should be limited to the Authority. However, should, for any reason, a liability extend beyond the Authority to the participating Members of the Authority, agreed that such liability will be shared amongst it's members pro rata according to the equation:

Authority Member
$$\frac{\text{Census Population} \times (\text{times}) \text{ property's depreciated value}}{\text{Combined Census Population of Participating Members}} = \text{Authority Member's Financial share}$$

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 Bylaws of the Authority.

11 SUCCESSORS

11.1 This Agreement shall enure 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 to 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.

15 Effective Date

15.1 Notwithstanding the date by execution of each party hereto, the effective date of this Agreement shall be

IN WITNESS WHEREOF the Village of Canwood
has hereunto affixed its corporate, seal, duly attested by the hands of its proper officers on that behalf this 12 day of March, 2001.

Village of Canwood
Urban/Rural Municipality/First Nation

(SEAL)


Mayor/Reeve/Chief


Administrator/Clerk