

BYLAW of the _____ R.M. _____ of _____ Montrose No. 315
(Town/Village/R.M.)

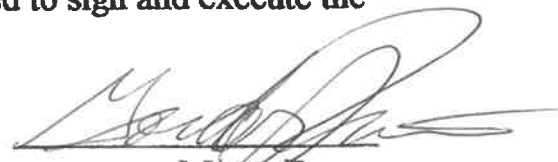
Bylaw No. 2000-3

**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT
WITH OTHER MUNICIPALITIES FOR THE PURPOSE OF
ESTABLISHING A REGIONAL WASTE MANAGEMENT
ASSOCIATION.**

The Council of the _____ R.M. _____ of _____ Montrose No. 315 in
the Province of Saskatchewan, enacts as follows:

1. The _____ R.M. _____ of _____ Montrose No. 315 is hereby
authorized to enter into the Agreement identified as Exhibit "A", with
the municipalities listed in Appendix "A", for the purpose of creating
an Association to jointly manage and minimize solid waste. Both
Exhibit "A" and Appendix "A" are attached hereto and form part of
this Bylaw.

The Mayor/Reeve and Clerk/Administrator of the _____ R.M. _____
of _____ Montrose No. 315 are hereby authorized to sign and execute the
attached Agreement identified as Exhibit "A".


Mayor/Reeve


Clerk/Administrator



Certified a true copy of
Bylaw No. 2000-3 adopted by
resolution of council on the
8th day of December, 2000.

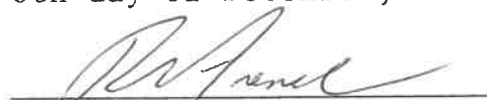

Administrator



EXHIBIT A

SASKATOON REGIONAL WASTE MANAGEMENT ASSOCIATION

MULTI-MUNICIPALITY SOLID WASTE MANAGEMENT AGREEMENT

THIS AGREEMENT IS MADE AMONGST THE MUNICIPALITIES LISTED IN APPENDIX "A" OF SCHEDULE "A", THE CONSTITUTION.

WHEREAS

- A. The parties to this Agreement are municipalities as defined under *The Urban Municipality Act, 1984*, 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 Association 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 Association attached hereto as Schedule "A", are, and shall be, relied upon and acted upon by other municipalities participating in the Regional Waste Management Association.

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 Association on the following terms and conditions:

1. SASKATOON REGIONAL WASTE MANAGEMENT ASSOCIATION

- 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 may 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, 1984* and S. 254(2) of *The Rural Municipality Act, 1989* the parties agree that the **SASKATOON REGIONAL WASTE MANAGEMENT ASSOCIATION** (hereinafter referred to as the "Association") shall be a body corporate with its duties and powers set out in the Constitution attached hereto as Schedule "A".

- 4.3 Any applications submitted to the Association 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.

5. CHANGES TO THE AGREEMENT

- 5.1 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. 175(2) of The Urban Municipality Act, 1984 or S. 254(1) and (2) of The Rural Municipality Act, 1989 as the case may be.

6. ENTIRE AGREEMENT

- 6.1 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.

7. AGREEMENT BINDING

- 7.1 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 enacting a bylaw as required by S.175 (2) of The Urban Municipality Act, 1984 or S.254 (1) and (2) of The Rural Municipality Act, 1989 as the case may be.

8.0 PROPERTY AND LIABILITY

- 8.1 While it is the intention of all parties to this agreement that the Association, 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 Association 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.

Municipality's Population
Combined Population of
Participating Municipalities

X (times) Property Value = Municipality's Share

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

- 8.2 Any liability incurred by the Association shall be the Association's responsibility as a body corporate and it is the intention of the participating municipalities that any liability resulting from the Association's activities should be limited to the Association. However, should, for any reason, a liability extend beyond the Association to the participating municipalities, the participating municipalities agree that such liability will be shared

SCHEDULE A

SASKATOON REGIONAL WASTE MANAGEMENT ASSOCIATION

CONSTITUTION

WHEREAS the **Saskatoon Regional Waste Management Association** was created by Municipal bylaws and a multi-municipality agreement pursuant to S. 175(2)(a) and (h) of The Urban Municipality Act, 1984 and S. 254(1) and (2) of The Rural Municipality Act, 1989;

AND WHEREAS the **Saskatoon Regional Waste Management Association** is a body corporate and has all the rights, obligations and privileges of a statutory body corporate;

AND WHEREAS the **Saskatoon Regional Waste Management Association** is empowered by a Constitution pursuant to The Urban Municipality Act, 1984 and The Rural Municipality Act, 1989;

NOW THEREFORE the Constitution of the Association reads as follows:

1. TITLE

- 1.1 This Constitution may be cited as the Constitution of the **Saskatoon Regional Waste Management Association**;

2. DEFINITIONS

2.1 In this Constitution:

- (a) "Agreement" means the multi-municipality agreement which establishes the Association and of which this Constitution is a part;
- (b) "Association" means the **Saskatoon Regional Waste Management Association**;
- (c) "Board" means the group of individuals that is selected from among the municipal representatives to manage the day-to-day business of the Association;
- (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 Association;
- (e) "Council" means the Council of a municipality;

PART 1: MEMBERSHIP

4. MEMBERSHIP IN THE ASSOCIATION

4.1 When each of the following municipalities:

Towns, Villages & Resort Villages

Aberdeen
Asquith
Borden
Dundurn
Hepburn
Laird
Langham
Osler
Perdue
Rosthern
Shields
Thode
Vanscoy
Vonda
Waldheim

Rural Municipalities

Corman Park No. 344
Dundurn No. 314
Great Bend No. 405
Laird No. 404
Montrose No. 315
Perdue No. 346
Vanscoy No. 345

passes a bylaw accepting the terms of this original agreement establishing the **Saskatoon Regional Waste Management Association** they each become a founding member of the Association.

4.2 A municipality that is not a founding member may become a member of the Association through the provisions of **Section 6: Joining Membership**.

4.3 Membership in the Association 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 Association is not transferable, assignable or sellable.

5. CLASSES AND VOTING PRIVILEGES OF MEMBERS OF THE ASSOCIATION

5.1 There shall be one class of members of the Association.

5.2 Each member is entitled to vote at all general and special meetings of members of the Association.

6. JOINING MEMBERSHIP

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 Association may expel from membership a municipality that fails, or refuses, to meet its financial obligation to the Association. Written notice of the intention to expel may be served on the municipality after it has failed, or refused, to meet its financial obligations to the Association for a period of sixty (60) days after payment was due. The written notice shall also be provided to all other member municipalities. The Association 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 the municipality has received it unless the municipality, in that time period, completely fulfills its financial obligation to the Association. 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 Association decisions from the date it receives the notice to expel until the notice is withdrawn.
- 8.7 Reorganization of the wards in the Association 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 effectively withdrawn, or been expelled, from the Association 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 Association is required to make all payments due under the agreement until the effective withdrawal date.
- 9.2 A municipality expelled from the Association 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 Association or the member 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 Association.

PART 2: POWERS AND DUTIES OF MEMBERS

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 Association members may make decisions governing:

- (a) the procedure and policy for Association meetings.
- (b) the operating and capital budget.
- (c) budget over expenditure.
- (d) borrowing.
- (e) admitting new member municipalities.
- (f) expulsion of member municipalities.
- (g) amendments to the Association Agreement and Constitution.

14.2 These decisions may be made or amended at a general or special meeting of members of the Association. Decisions of the Association 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 notice of any matter that he proposes to raise at a general meeting of the Association.

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 Association meeting unless:

- (a) the proposal was not received by the Chairperson at least thirty (30) days before the date of the general meeting;
- (b) 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;
- (c) substantially the same proposal was considered, and defeated, by the Association within the two (2) years preceding the general meeting. The Board may direct 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 Association 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 Association boundaries using powers which include, but are not restricted to:

- (a) establishing policies, regulations and rules relating to waste management;
- (b) the purchase and operation of a common landfill site(s) which will service all of the participating municipalities;
- (c) the reduction, reuse, recycling or recovery of waste;
- (d) entering into agreements to carry out any of the Association's purposes;
- (e) hiring employees, including management employees, and establishing the terms of employment for those employees, including their layoff or dismissal;
- (f) charging and collecting fees to users, other than the participating municipalities, of the programs, activities or works established by the Association;
- (g) establishing committees to research and report to the Board regarding any aspects of the Association's mandate or any of the programs proposed or undertaken by the Association;
- (h) preparing a budget that will provide the resources to fulfil the Association's mandate;
- (i) proposing borrowing funds as required to meet the established budget;
- (j) acquiring, using and disposing of any necessary real or chattel property;

23.1 A Board officer or member shall:

- (a) 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;
- (b) not participate in a discussion at a Board meeting where he, his agent, partner, spouse, parent or child has a 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.

23.2 A Board officer or member shall not misuse Association funds or monies.

23.3 Where a Board officer or member has contravened **Sections 23.1 or 23.2**:

- (a) the Board may make a resolution requesting the officer or member to resign from the Board, or;
- (b) the Chairperson 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 Association, or any combination thereof.

23.4 Where a resolution has been passed pursuant to **Section 23.3 (a) or (b)**, the Board officer or member shall be deemed to have resigned from the Board, to have resigned as a representative to the Association, or any combination of the two, effective immediately.

23.5 A Board officer or member shall not be absent from three consecutive Board meetings without 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. In each calendar year 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.

29. EMPLOYEES OF THE ASSOCIATION

29.1 The Board may hire employees for the Association 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) a Committee Chairperson shall be appointed from among the Board members by the Board Chairperson, subject to confirmation by the Board;
- (b) other Committee members shall be appointed by the Board;
- (c) the Board shall determine the number of Committee members;
- (d) 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. 175(2) (a) and (h) of *The Urban Municipality Act* or S. 254(1) and (2) of *The Rural Municipality Act* as the case may be.

PART 5: LIQUIDATION AND DISSOLUTION OF THE ASSOCIATION

32. DISTRIBUTION OF PROPERTY

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

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

APPENDIX "B"

SASKATOON REGIONAL WASTE MANAGEMENT ASSOCIATION

LIST OF ASSOCIATION MEMBERS BY WARD

Towns, Villages & Resort Villages

Rural Municipalities

Ward 1

Asquith
Dundurn
Perdue
Shields
Thode
Vanscoy

Dundurn No. 314
Montrose No. 315
Perdue No. 346
Vanscoy No. 345

Ward 2

Aberdeen
Langham
Osler
Vonda

Corman Park No. 344

Ward 3

Borden
Hepburn
Laird
Rosthern
Waldheim

Great Bend No. 405
Laird No. 404