

THE RESORT VILLAGE OF ISLAND VIEW

Bylaw 2-2006

**A bylaw to provide for entering into an agreement with other municipalities
for the purpose of establishing a public utility board.**

The Council of the Resort Village of Island View, in the Province of Saskatchewan, enacts as follows:

1. The Resort Village of Island View is hereby authorized to enter into an Agreement identified as Exhibit "A", with the municipalities listed in Appendix "A", for the purpose of creating a public utility board to jointly manage and minimize solid waste.
2. Both Exhibit "A" and Appendix "A" are attached hereto and form a part of this Bylaw.
3. This bylaw shall come into force and take effect on the date of third and final reading thereof.





Mayor



Administrator

Read a third time and adopted
This 15 day of NOV, 2006.

Exhibit "A"

AGREEMENT FOR THE ESTABLISHMENT OF A PUBLIC UTILITY BOARD

This agreement is made amongst the municipalities listed in Appendix "A";

Whereas the parties to this agreement are municipalities, within the meaning of *The Municipalities Act*, S.S. 2005, c. M-36.1 ("the Act");

And whereas the parties have the authority and, in some cases, the obligation to provide a scavenging system for the collection and disposal of refuse within all or parts of the municipality and a waste disposal ground for the disposal of such refuse;

And whereas a waste management system is a public utility within the meaning of the Act;

And whereas the parties are desirous of jointly establishing a public utility board to manage and operate a waste management system for their benefit;

Now therefore this agreement witnesses as follows:

ESTABLISHMENT OF PUBLIC UTILITY BOARD

1. A public utility board shall be established upon each of the municipalities listed in Appendix "A" ("the participating municipalities") enacting a bylaw authorizing the entering into this agreement.
2. The public utility board shall be known as the Last Mountain Regional Landfill ("the Board").

OBJECTIVE OF THE BOARD

3. The Board is established for the purpose of planning, constructing, managing and operating an integrated waste management system, for the benefit of the participating municipalities.
 - 3.1 To plan, implement and operate an integrated waste management system serving the Board 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.

THE BOARD

4. The Council of each of the participating municipalities shall appoint a member to the Board and the persons so appointed shall constitute the Board.

4.1 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 boundaries using power 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 Board's purpose.
- Hiring employees, including management employees, and establishing the terms of employment for those employees, including their layoff or dismissal.
- Establishing, charging and collecting fees to users, other than the participating municipalities.
- Establishing committees to research and report to the board regarding any aspects of the Board's mandate or any of the programs proposed or undertaken by the Board.
- Preparing a budget that will provide the resources to fulfill the Board's mandate.
- Proposing borrowing of funds as required, to meet the established budget.
- Acquiring, using and disposing of any necessary, real or chattel property.

OFFICERS

5. The Board shall at its first meeting, and thereafter at the first meeting of the calendar year, annually elect from among its members a Chairperson, a Vice-Chairperson and a Secretary-Treasurer. The Board shall notify each of the participating municipalities as to who is elected.

6. The Chairperson, and in his or her absence, the Vice-Chairperson, shall preside at all meetings of the Board.

7. The Secretary-Treasurer shall attend and keep minutes of all meetings of the Board, have charge of the seal of the Board, conduct the correspondence of and have charge of all records of the Board and perform such other duties as are incidental to the office or may be required from time to time by the Board.

BYLAWS

8. The Board may enact such bylaws as it deems expedient for conducting its business, provided that the same are not inconsistent with the Act or this agreement. Copies of such bylaws and any amendments thereto shall be provided to each of the participating municipalities once passed.

SIGNING OF DOCUMENTS

9. Documents required to be executed by the Board shall be signed on behalf of the Board by the Secretary-Treasurer and one of the Chairperson or Vice-Chairperson.

FINANCIAL MATTERS

• Funding

10. The parties agree to contribute to the costs of the waste management system as follows:

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

10.2 The population of each municipality will be determined by using the average between a formula based on % of seasonal and permanent residents.

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

10.4 The Board'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.

- **Financial Year**

11. The financial year of the Board shall be the period commencing on January 1 and ending on December 31 of the same year.

- **Budgets**

12. The Board shall annually submit to each of the participating municipalities its operating and capital budgets for approval.

- **Annual Financial Statements and Auditor's Report**

13. The Board shall comply with the requirements for annual financial statements and the appointment of an auditor, as set out in sections 185 to 191 of the Act.

13.1 The Board shall keep distinct and regular accounts of its receipts, payments, assets and liabilities.

13.2 The auditors shall annually audit the accounts identified in section 13.1 using generally accepted and appropriate audit procedures.

13.3 The financial statement shall be presented at the general meeting of the Board.

13.4 The Board shall prepare an annual report of each calendar year. The report shall be presented to each member municipality and the provincial agency responsible for environmental protection.

- **Borrowing**

14. The Board may borrow such money as it considers necessary to meet its expenditures, subject to the limitations set out in section 34 of the Act.

- **Property and Liabilities**

15. Should there be insufficient funds to meet the costs of operations, the participating municipalities shall contribute to such shortfall as deemed necessary by the Board.

15.1 While it is the intention of all parties to this agreement that the Board 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 they Board 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 Board and transfers any interest in such property to the remaining municipalities on the effective date of withdrawal from the Board.

15.2 Any liability incurred by the Board shall be the Board's responsibility as a body corporate and it is the intention of the participating municipalities that any liability resulting from the Board's activity should be limited to the Board. However, should, for any reason, a liability extend beyond the Board 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 15.1 for the year immediately preceding the event which created the liability.

TERM

16. This agreement is for an indefinite term. It is intended that the agreement continue, notwithstanding that there may be changes to the parties to the agreement from time to time.

CHANGES TO THE PARTIES TO THE AGREEMENT

17. A municipality which was not a founding member of the Board may be admitted to membership by the Board, on the conditions that it (a) enact a bylaw authorizing the entering into of this agreement and (b) pay such sum as the Board determines to cover its share of capital and operating costs.

• Withdrawal/expulsion from Membership

18. A municipality may withdraw from the Board by providing written notice of its intention to do so to the Board and the other participating municipalities.

18.1 A municipality may withdraw from the Board by providing written notice of its intention to withdraw to the Board 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 Board and the other member municipalities.

18.2 The notice to withdraw must be received by the Board and the other member municipalities at least one year prior to the date of withdrawal. The effective date of withdrawal may only be December 31st of a particular year.

18.3 A municipality that withdraws from the Board loses its right, effective the date that notice to withdraw is received by the Board, 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 until the effective date of withdrawal.

18.4 The Board may expel from membership a municipality that refuses to meet its financial obligation to the Board. Written notice of the intention to expel may be served on the municipality after it has failed to meet its financial obligations to the Board for a

period of sixty (60) days. The written notice shall also be provided to all other member municipalities. The Board may withdraw waste management services to the municipality effective the date of service of the notice to expel.

18.5 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 fulfills its financial obligation to the Board. The notice shall be considered withdrawn on the date that the financial obligation is met.

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

18.7 Reorganization of the Board to accommodate a withdrawal or expulsion must be approved unanimously by the member municipalities.

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

- **Financial contribution by withdrawing/expelled municipalities**

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

19.1 A municipality expelled from the Board is required to pay its entire capital levy due under the agreement for the year in which it was expelled.

19.2 Upon withdrawal, or expulsion, a municipality loses any right to recover any money, paid in accordance with the agreement, from the Board 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 Board.

CHANGES TO THE AGREEMENT

20. Any changes to this agreement must be made in writing and approved by each of the participating municipalities enacting a bylaw as required by section 33 of the Act.

ENTIRE AGREEMENT

21. This agreement, including Appendix "A" hereto, constitutes the entire agreement amongst the parties and there are no representations or warranties, express or implied, and no agreements collateral hereto other than as expressly set forth or referred to herein.

AGREEMENT BINDING

22. This agreement shall only become binding on the parties hereto once all of the participating municipalities approve of the same by enacting a bylaw as required by section 33 of the Act.

FURTHER ASSURANCES

23. The parties hereto covenant to do and perform all acts and things and execute all documents, instruments and writing which may be necessary or of advantage to enforce this agreement or to ensure the continued, effective operation of the Board according to the tenor and intent of this agreement.

TIME

24. Time shall be of the essence of this agreement.

COUNTER PARTS

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

In witness whereof the Resort Village of Island View has hereunto affixed its corporate seal, duly attested by the hands of its proper officers on that behalf this 15 day of November, 2006.

VILLAGE OF BULYEA

Mayor

SEAL

Administrator

VILLAGE OF DUVAL

Mayor

SEAL

Administrator

VILLAGE OF EARL GREY

Mayor

SEAL

Administrator

APPENDIX "A"

LAST MOUNTAIN REGIONAL LANDFILL AUTHORITY MEMBERS

Village of Bulyea

Village of Duval

Village of Earl Grey

Village of Sifton

Town of Strasbourg

Resort Village of Glen Harbour

Resort Village of Island View

Resort Village of Pelican Pointe

Resort Village of Saskatchewan Beach

Resort Village of Sunset Cove

Rowan's Ravine Provincial Park

R.M. of Longlaketon No. 219

R.M. of McKillop No. 220

VILLAGE OF SILTON

Mayor

SEAL

Administrator

TOWN OF STRASBOURG

Mayor

SEAL

Administrator

RESORT VILLAGE OF GLEN HARBOUR

Mayor

SEAL

Administrator

RESORT VILLAGE OF ISLAND VIEW

Ray Landolt

Mayor

Jim Fisher

Administrator



RESORT VILLAGE OF PELICAN POINTE

Mayor

SEAL

Administrator

RESORT VILLAGE OF SASKATCHEWAN BEACH

Mayor

SEAL

Administrator

FURTHER ASSURANCES

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COUNTER PARTS

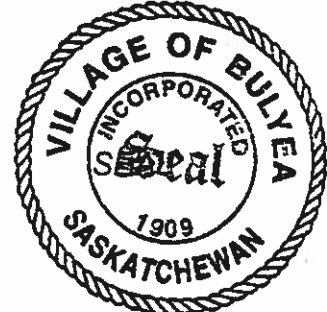
25. This agreement may be signed in counterparts and all shall be deemed one original instrument.

In witness whereof the following municipalities has hereunto affixed its corporate seal, duly attested by the hands of its proper officers on that behalf this 3rd day of January, 2007.

VILLAGE OF BULYEA

[Signature]
Mayor

[Signature]
Administrator



VILLAGE OF DUVAL

Deputy [Signature]
Mayor

[Signature]
Administrator

SEAL

VILLAGE OF EARL GREY

[Signature]
Mayor

[Signature]
Administrator



VILLAGE OF SILTON

Warren Abbott

Mayor

Janice Ritter
Administrator



TOWN OF STRASBOURG

Carol Schuttz

Mayor

Barbara Duffin
Administrator



RESORT VILLAGE OF GLEN HARBOUR

Cliff Droll

Mayor

J. Ekles
Administrator



RESORT VILLAGE OF ISLAND VIEW

Ray Fairbrother

Mayor

Bob Mac
Administrator

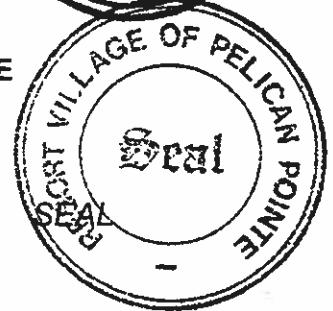


RESORT VILLAGE OF PELICAN POINTE

Chris Lunn

Mayor

Jynelle Stack
Administrator



RESORT VILLAGE OF SASKATCHEWAN BEACH

R. Bradisil

Mayor

Karen Heiman
Administrator



RESORT VILLAGE OF SUNSET COVE

D. Muralidharan
Mayor

K. K. Johnson
Administrator



ROWANS RAVINE PROVINCIAL PARK

John M. Quinn
Rowan's Ravine Provincial Park

Ronda de Vop
Rowan's Ravine Provincial Park



RURAL MUNICIPALITY OF LONGLAKE

John T. ...
Reeve

...
Administrator



RURAL MUNICIPALITY OF McKILLOP NO. 220

E. Yuna
Reeve

B. Sullivan
Administrator

