

**A BYLAW OF THE TOWN OF ST WALBURG TO ENTER INTO 501 UTILITY AUTHORITY INC.
MULTI-MUNICIPALITY WASTEWATER MANAGEMENT AGREEMENT WITH THE RURAL
MUNICIPALITY OF FRENCHMAN BUTTE #501 AND THE VILLAGE OF PARADISE HILL**

The Council of the TOWN of ST. WALBURG in the Province of Saskatchewan enacts as follows:

1. The Town of St. Walburg is hereby authorized to enter into 501 Utility Authority Inc. Multi-Municipality Wastewater Management Agreement with the Rural Municipality of Frenchman Butte #501 and the Village of Paradise Hill, attached hereto and forming a part of this bylaw, and identified as "Exhibit A".
2. The Mayor and the Chief Administrative Officer of the Town of St. Walburg are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".





Mayor



Chief Administrative Officer


This Bylaw given first and second readings at the October 11, 2018 Regular Meeting of Council.

This Bylaw given third reading and adoption at the November 8, 2018 Regular Meeting of Council.



Chief Administrative Officer

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Chief Administrative Officer
Town of St. Walburg, Saskatchewan

501 UTILITY MAINTENANCE AGREEMENT

THIS AGREEMENT MADE EFFECTIVE the 13 day of May, 2020.

BETWEEN:

501 UTILITY AUTHORITY INC,
a Public Utility Board and body corporate established
pursuant to s. 33 of *The Municipalities Act*, S.S. 2005 c. M-36.1
(the "Utility")

AND THE

TOWN of ST. WALBURG
(the "Service Provider")

WHEREAS:

- A. The Utility and the Service Provider shall be collectively referred to herein as, the "Parties".
- B. The Utility requires maintenance services of the system, grounds and buildings erected for liquid waste disposal for the public benefit, convenience and use.
- C. The Parties, and each of them, wish to enter into an Agreement for these services as outlined in Schedule B of this agreement.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

- 1. Subject to the terms and conditions of this Agreement, the Utility operates a waste-water, sewage and sanitation system using the Town of St. Walburg, (the Service Provider), maintenance staff and equipment.
- 2. The Service Provider shall, be subject to the direction of the Utility and shall keep the Utility informed as to all matters concerning the Utility's activities as well as the status of the services.
- 3. The services will be performed by the Service Provider at the Service Provider's own risk. The Service Provider further agrees to indemnify, hold harmless and defend the Utility and its partners, officers, agents, employees, successors and assigns, from and against any and all claims, demands, judgments, liabilities, losses, expenses, fines, penalties, taxes or damages (including legal fees) (collectively the "Liabilities") resulting from any loss, injury, accident or disability incurred by the Service Provider that is in any way related to the provision of the services.
- 4. The Parties agree that the Utility will pay the Service Provider for the performance of the services at the rates approved by the Board, in the manner and on the terms described in Schedule "A" attached hereto. Unless otherwise agreed to between the Parties, the rates set out in the said Schedule "A" are fixed for the Term but may be reviewed if notice is given by the 1st day of July of each year.

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5. The term of this Agreement will be an indefinite term unless terminated earlier in accordance with the terms set out hereunder. Notwithstanding the foregoing, this Agreement may be terminated on the earlier of:
- (a) A minimum of sixty (60) days written notice; or
 - (b) Any date as mutually agreed in writing among all the Parties hereto.
6. This Agreement, which includes the attached Schedule "A" and also the Delegation of Duties Summary, Schedule "B" constitutes the entire agreement between the Parties relating to the services and supersedes any prior understandings or agreements, either written or verbal. No other terms or conditions whether express or implied, shall form a part of this Agreement unless specified in the Corporate Bylaw/Constitution or the Operating Agreement. Any modification to this Agreement must be in writing and signed by the Utility and the Service Provider.
7. The Service Provider shall not assign this Agreement or sub-contract the performance of any of the services without the prior written consent of the Utility.

IN WITNESS WHEREOF the Parties hereto have hereunto executed this agreement this

13 day of May, 2020.

501 UTILITY AUTHORITY INC.

Per: Bonnie Mills Midgley

Bonnie Mills Midgley Chair

Per: Mah Butch

Vice-Chair

TOWN OF ST. WALBURG

Per: [Signature]

Deputy Mayor

Per: Shirley Bronken

Chief Administrative Officer,
(CAO)



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Chief Administrative Officer
Town of St. Walburg, Saskatchewan

Schedule "A"

The Parties agree that the Service Provider shall be compensated in Canadian funds if monetary consideration applies for the performance of the Services as per the following:

- a) The principles and directives as established within the Multi-Municipality WasteWater Management Agreement shall form the basis for the determination of compensation between the Parties. Specific reference is made herein to Section 2.0 of that Agreement, "*Funding the Authority*", and the understandings contained in 2.1.2 through to 2.5 inclusive, as agreed to by all Parties on November 30th, 2018.
- b) The established rates per month are waived for the Service Providers by the resolution of the Board of Directors of the 501 Utility Authority Inc., however, the Service Provider(s) will have the right to require a review and request a change to the compensation due on the 1st day of July of each year. Notice as outlined within the Notice Bylaw of the Utility is required to initiate a consideration of the change to any maintenance fees payable to the Service Provider.
- c) A flat fee, when applicable, will be set at a rate agreed to by the parties unless it is otherwise determined by agreement that services provided are not in exchange for financial considerations but rather are provided for reciprocal consideration. Such consideration is specified in this document and attached as Schedule B.

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Chief Administrative Officer
Town of St. Walburg, Saskatchewan

Schedule "B"

Delegation of Maintenance Duties

The following summary of services is in furtherance of detail in the Operating Agreement which also forms the context and direction of the Maintenance Agreements with the 501 Utility.¹

1. Town of St. Walburg

- Sewage Pump Station and Truck Dump SE 04-54-22 W3, specifically at the custody transfer point valve for the sewage pump station and truck dump which is located on source quarter section, SE-04-54-22 W3; This quarter, surface parcel Number 154310745, is owned by the Municipality of the Town of St Walburg
 - Provide daily inspection of the building and operating system. The individual(s) performing this work will either be a Town employee, under the Town's supervision compliant with all OH&S regulations and all relevant policies and procedures, or an independent contractor.
 - This will include grading, snowplowing/removal as well as mowing grass
 - In accordance with Agreement², section 1.1.2. (See Multi-Municipality Wastewater Management Agreement, Nov 30, 2018)
 - Lagoon SW 11-53-23 W3.
 - On an alternating basis with the Village of Paradise Hill, as arranged by the Village and Town, provide daily inspection and maintenance of the Lagoon's infrastructure.

2. RM of Frenchman Butte No. 501

- At the lagoon site SW 11-53-23 W3, the Booster Station NW 9-53-23 W3, at the Truck Dump Pt. SW 11-53-24 W3 – grading, snowplowing, gravelling and mowing grass
- At the Paradise Hill Sewage Pump Station and the St Walburg Sewage Pump Station - gravel the access roads. In accordance with Agreement² section 1.1.3.(See Multi-Municipality Wastewater Management Agreement, Nov 30, 2018)

3. Village of Paradise Hill

- Sewage Pump Station (SW side by creek), Block ER1, Plan 101877127 ext. 0, parcel #161458566 / per SaskPower (SW 3-53-24 W3), Booster Station (NW 9-53-23 W3), at the Truck Dump (Pt. SW 11-53-24 W3).
 - Provide daily inspection of the building and operating system. The individual(s) performing this work will be a Village employee under the Village's supervision compliant with OH&S regulations and other relevant policies and procedures or independent contractor.
 - At the Sewage Pump Station this will include grading, snow-plowing and removal, as well as mowing grass.
 - In accordance with Agreement² section 1.1.1. (See Multi-Municipality Wastewater Management Agreement, Nov 30, 2018)
 - Lagoon SW 11-53-23 W3.
 - On an alternating basis with the Town of St. Walburg, and as arranged by the Village and Town, provide daily inspection and maintenance of the Lagoon's infrastructure.

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Chief Administrative Officer
Town of St. Walburg, Saskatchewan

¹ Attach a copy of the certification of each of the Service Provider's employees or their contractor

² See Multi-Municipality Wastewater Management Agreement, Nov 30, 2018, delegation under 1.0, 1.1, The Authority will retain ownership of the wastewater facilities... The management and operation of the facilities will be the responsibility of the parties as specified in 1.1.1 to 1.1.4., inclusive.

Shelagh Bronken
Chief Administrative Officer
Town of St. Walburg, Saskatchewan

501 UTILITY AUTHORITY INC

OPERATING AGREEMENT

THIS AGREEMENT MADE EFFECTIVE

This 2nd day of March, 2020

BETWEEN:

501 UTILITY AUTHORITY INC.

A Municipally Controlled Public Utility Board and body corporate established pursuant to s. 33 of *The Municipalities Act*, S.S. 2005 c.M-36.1, Saskatchewan. (hereinafter, the "Utility")

and the

RURAL MUNICIPALITY OF FRENCHMAN BUTTE No. 501

and the

TOWN OF ST. WALBURG

and the

VILLAGE OF PARADISE HILL,

Each of which are incorporated pursuant to the provisions of *The Municipalities Act* in the Province of Saskatchewan; (collectively, the "Municipalities")

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501 Utility Authority Inc., Operating Agreement March 2nd 2020 1

Chief Administrative Officer
Town of St. Walburg, Saskatchewan

WHEREAS:

- a. The Municipalities, and each of them, have, by bylaw, entered into an agreement pursuant to s. 33 of *The Municipalities Act* (the "Act") for the establishment of the Utility and the delegation of municipal powers to the Utility with respect to the instruction and operation of a system of works for sewage disposal for the public benefit, convenience and use.
- b. Section 33(2) of the Act authorizes a municipality or a public utility board to provide public utilities services by agreement with any person.
- c. The Municipalities have managed the construction of the new sewage lagoon and all related infrastructure and also formed the 501 Utility Authority Inc. to manage the operations of this public utility, as shown on Schedule "A", (the map), attached hereto.
- d. The Utility wishes to have recourse to the powers granted to the Utility by virtue of this Agreement and any other agreements between the Utility and the parties regarding the Sewage Lagoon, and the powers granted public utilities by the provisions of the Act including but not limited to the ability to collect monies owing to the Utility.

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Subject to the terms and conditions of this Agreement, the Utility shall operate and maintain a Sewage Lagoon located in the R.M. of Frenchman Butte No. 501, (as shown on Schedule "A").
2. The parties, and each of them, agree that all costs and expenses incurred in connection with the use, inspection, maintenance, repair or re-installation of the sewage Lagoon or all other Utility infrastructure incurred by the Utility shall be shared in the same proportion as the percentages as set out in Schedule "B". This includes any operating shortfalls. A review of the percentages as set out in Schedule "B" will occur annually.
3. The Utility acknowledges and agrees to be responsible for the maintenance, repair and upkeep of the Sewage Lagoon.
4. At all times the Utility shall ensure that it shall fully comply with all regulatory or statutory authorities having jurisdiction over the operation and maintenance of the Sewage Lagoon.
5. Any non-budget lagoon expense that causes a deficit to the operating budget shall be paid for by any operating reserves in the bank while still maintaining the three (3) month operating reserve, and:
6. If further funds are still required, such funds shall be collected from the Corporate Partners and the costs will be shared proportionately by the members' based on the percentage used to calculate the share of the operating costs paid by each partner, however,
7. If any partner chooses not to pay their share of the 'cash call deficiency' any payments made by the other partners will be refunded to those payers and the total amount of the deficiency will be transferred to the subsequent years operating expense budget.

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8. Surpluses (retained earnings) in the Operating/General account shall not be transferred to Tangible Capital Asset Reserves or refunded to the members but should be used to reduce the operating fees collected in the next fiscal (budget) year.
9. The Utility should maintain an Operating Reserve. This reserve should not exceed or fall below three (3) months of operating costs unless otherwise approved in writing. When possible, the operating reserve calculation should be determined by averaging monthly operating expenses over the last three years or more if possible.
10. Operating reserves may not be used for the purpose of loans to any member municipality, individual, corporate or other public entity.

Tangible Capital Asset Reserve Policy (TCAR) is not part of this Operating Agreement, but rather is referenced within the Financial Control Policy and/or other policies and guidelines as required and managed by the Board of Directors as they deem necessary.

TERMS AND DISSOLUTION

1. The term of this Agreement will be considered continuous from the date of execution unless terminated earlier in accordance with the terms set out hereunder. Notwithstanding the foregoing, this Agreement may be terminated on the earlier of;
 - a. any date as mutually agreed in writing among the parties hereto, or
 - b. on any date which is 90 days after the giving of notice in writing, by one of the Municipal Partners to the other parties hereto, of a breach of this Agreement if the offending party has not taken reasonable steps to correct the deficiency.
2. Notwithstanding the foregoing, in event that the 501 Utility Authority, Inc. is dissolved, any assets and surplus (retained earnings), are to be distributed proportionately to the member municipalities and any liabilities of the Board are to be adjusted and settled in the same manner based on the percentage of original capital contributions by each member municipality, which is specified in the Multi-Municipality Wastewater Management Agreement, Section 2.0, sub-section 2.1.1.

“Initial capital costs will be shared as follows; The RM of Frenchman Butte No. 501 33.333%, Town of St. Walburg 35.085%, Village of Paradise Hill 31.582%.”¹
3. In the event of any dispute between the parties as to the interpretation and performance of this Agreement, all parties agree that they will seek independent legal counsel at their own expense.
4. If none of the afore-mentioned options are acceptable, the partner or partners having issue with the interpretation or performance as guided by this Agreement may seek legal remedies and counsel at their own expense. If any litigation arises out of any disagreement, the party, (or parties), that does not prevail shall bear all legal and related court costs for both the plaintiff and the respondent.

¹ 2.0 Funding the Agreement, Multi-Municipality Wastewater Management Agreement, 2.1.1, November 30, 2018.

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NOTICES

All notices required or desired to be given to either of the parties in connection with this Agreement or arising therefrom shall be in writing and shall be given by facsimile transmission or hand delivery to the intended party or parties, at the following addresses:

501 Utility Authority Inc.
PO Box 285
Paradise Hill, SK S0M 2G0
Facsimile: (306) 344-4434

Rural Municipality of Frenchman Butte No. 501
PO Box 180
Paradise Hill SK S0M 2G0
Facsimile: (306) 344-4434

Town of St Walburg
PO Box 368
St. Walburg SK S0M 2T0
Facsimile: (306) 248-3484

Village of Paradise Hill
PO Box 270
Paradise Hill SK S0M 2G0
Facsimile: (306) 344-4941

or to such other address, facsimile number or individual as may be designated by written notice to the Utility. Any notice given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery and if given by facsimile transmission, on the business day on which it was transmitted.

The parties hereto shall execute such documents or assurances as may be necessary for the purposes of giving effect to the intent of this Agreement.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns and supersedes any previous agreements. This agreement is furtherance of the 501 UTILITY AUTHORITY CONSTRUCTION OPERATING AGREEMENT signed by the Rural Municipality of Frenchman Butte No. 501, the Town of St Walburg and the Village of Paradise Hill.

IN WITNESS WHEREOF the parties hereto have hereunto executed this agreement.

501 UTILITY AUTHORITY INC.

Per: Bonnie Midgley

Per: Mark Buttle

Date June 12, 2020



R.M. OF FRENCHMAN BUTTE No. 501

Per: Don Dufort

Per: Allison Roschke

Date June 15, 2020



TOWN OF ST. WALBURG

Per: Wendy Schmidt

Per: Shirley Bronken

Date June 16, 2020

VILLAGE OF PARADISE HILL

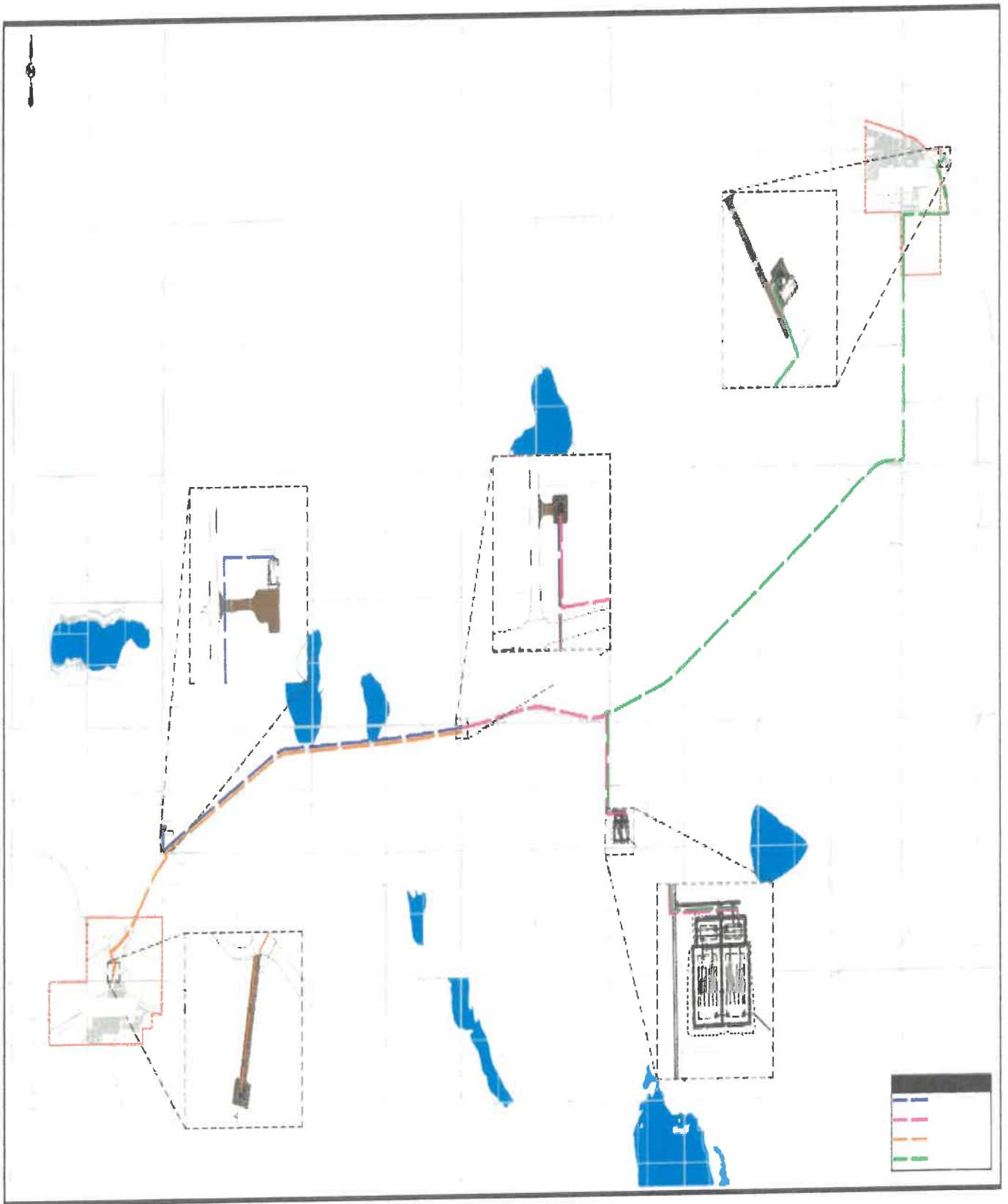
Per: Bernard Ecker

Per: Amelia Vuel

Date June 15, 2020



SCHEDULE "A"



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 (signature)

SCHEDULE "B"

ANY AND ALL COSTS THAT MUST BE DIVIDED AMONGST THE CORPORATE MUNICIPALITIES FOR THE PURPOSE OF FUNDING OPERATIONS WILL NOW BE DIVIDED IN THE FOLLOWING MANNER*:

R. M. OF FRENCHMAN BUTTE NO. 501	- cubic meters -	4.90%
TOWN OF ST. WALBURG	- cubic meters -	63.90%
VILLAGE OF PARADISE HILL	- cubic meters -	<u>31.20%</u>
TOTAL =		100.00%

2.1.2 "The share of operating, maintenance and equipment replacement costs for lagoon operated by the Authority will be based on sewage volume for each municipality as determined below:

2.1.2.1 Town of St Walburg and Village of Paradise Hill will be based on the total annual volume of water measured by the water distribution meter leaving their respective water plants.

2.1.2.2 The RM of Frenchman Butte No 501 will be based on the readings from the card access system with volumes to be determined by the number card accesses times the truck tank volume."²

2.1.3 "In addition, the Village of Paradise Hill will invoice the RM of Frenchman Butte No. 501 for its' share of the operating, maintenance and equipment replacement costs, namely the booster station and portion of the transmission line ...based on prorated volumes". *Multi-Municipality Wastewater Management Agreement*, p. 3.

2.1.4 "In addition, the Town of St. Walburg will invoice the RM of Frenchman Butte No. 501 for its' share of the operating, maintenance and equipment replacement costs namely the pump station and force main, based on prorated volumes". *Multi-Municipality Wastewater Management Agreement*, p. 3.

2.1.5 "In addition, the 501 Utility Authority Inc. and the Town of St Walburg and the Village of Paradise Hill requires monthly water consumption reports and liquid domestic waste reports from the RM".

****A review of the percentages as set out in this document, Schedule "B", is determined by annual water consumption in each municipality and will occur at least annually but not later than September 30 of each year.***

² 2.0 Funding the Authority, Multi-Municipality Wastewater Management Agreement, 2.1.2.1 and 2.1.2.2, November 7, 2018

Handwritten signatures and initials:
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501 UTILITY AUTHORITY INC.

MULTI-MUNICIPALITY WASTEWATER 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 Municipalities Act.
- B. The parties to this Agreement wish to create a Wastewater Management Authority to serve its members;
- C. The parties to this Agreement warrant, represent and acknowledge that the undertakings, 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 Wastewater Management Authority.
- D. "Authority" shall mean the 501 Utility Authority Inc.

**NOW THEREFORE THIS AGREEMENT WITNESSES AND THE PARTIES
HERETO AGREE AND COVENANT**, pursuant to *Section 33* - of The Municipalities Act, to establish and authorize the functioning of a Wastewater Management Authority on the following terms and conditions:

1. AUTHORITY OF 501 UTILITY AUTHORITY INC.

- 1.1 It is the intention of all of the parties to this Agreement to jointly manage wastewater within their combined geographical boundaries. The Authority will retain ownership of the wastewater facilities which will include lift, pump and dump stations, force mains and treatment lagoons. The management and operation of the facilities will be the responsibility of the parties according to the following arrangement and as per Schedule B attached.

- 1.1.1 Village of Paradise Hill – from the flange entering the Paradise Hill pump station to the lagoon including the pump station, booster station, and force main. (shown on Schedule B in orange and pink)

- 1.1.2 Town of St. Walburg – from the flange entering the St. Walburg pump station to the lagoon including the pump station and force main. (shown on Schedule B in green)

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Chief Administrative Officer
Town of St. Walburg, Saskatchewan

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- 1.1.3 Rural Municipality of Frenchman Butte No. 501- for the truck dump located in the municipality's yard and the force main from the truck dump to the booster station. (shown on Schedule B in blue)
- 1.1.4 The Authority- Aerated Lagoon and effluent discharge pipe.
- 1.2 Pursuant to s.33 of *The Municipalities Act*, the parties agree that **501 UTILITY AUTHORITY INC. Inc.** (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. FUNDING THE AUTHORITY

- 2.1 The parties agree that the capital and operating costs incurred by the Authority will be funded according to the following formula.
 - 2.1.1 Initial capital costs will be shared as follows: The RM of Frenchman Butte No 501 33.333 %, Town of St Walburg 35.085 %, Village of Paradise Hill 31.582 %.
 - 2.1.2 The share of operating, maintenance and equipment replacement costs for lagoon operated by the Authority will be based on sewage volume for each municipality as determined below:
 - 2.1.2.1 Town of St Walburg and Village of Paradise Hill will be based on the total annual volume of water measured by the water distribution meter leaving their respective water plants.
 - 2.1.2.2 The RM of Frenchman Butte No 501 will be based on the readings from the card access system with volumes to be determined by the number card accesses times the truck tank volume.
 - 2.1.3 In addition, the Village of Paradise Hill will invoice the RM of Frenchman Butte No 501 for its' share of the operating,

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maintenance and equipment replacement costs of the facilities namely booster station and portion of transmission line from booster station to the lagoon (shown on Schedule B in pink) based on pro-rated volumes.

- 2.1.4 In addition, the Town of St. Walburg will invoice the RM of Frenchman Butte No 501 for its' share of the operating, maintenance and equipment replacement costs of the facilities namely the pump station and the force main (shown on Schedule B in green) based on pro-rated volumes.
- 2.2 The specific equipment replacement and operating cost contribution required from each municipality will be detailed in the Authority budget in accordance with the formula above.
- 2.3 The Board shall review annually the formula outlined in 2.1 for the capital and operating costs of the Authority.
- 2.4 If there is a change in the Funding formula, the new formula will be presented for consideration and approval to the member municipal councils. The new funding formula must be approved by:
- a. The Authority itself; and
 - b. Unanimous consent of the member municipalities.
- 2.5 The municipalities agree that they will pay to the Authority their required capital and operating contribution as stipulated in the Authority budget on a quarterly basis.

3. FUNCTIONING OF THE AUTHORITY

- 3.1 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.

4. TERM OF THE AGREEMENT

- 4.1 This agreement is for an indefinite term.
- 4.2 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.

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- 4.3 Any application 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.

5. CHANGES TO THE AGREEMENT

- 5.1 The parties hereto agree that any changes to the terms of this agreement must be made in writing and approved unanimously by each municipality by bylaw.

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 by enacting a bylaw.

8. PROPERTY AND LIABILITY

- 8.1 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.
- 8.2 The Authority shall carry adequate property and liability insurance.
- 8.3 Any liability incurred by the Authority shall be the Authority's responsibility as a body corporate.

9. FURTHER ASSURANCES

- 9.1 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.

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10. SUCCESSORS

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

11. TIME

11.1 Time shall be of the essence of this agreement.

12. CAPTIONS

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

13. COUNTERPARTS

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

IN WITNESS WHEREOF the Village of Paradise Hill, Town of St Walburg
RM of Frenchman Butte No 501 has
hereunto affixed its corporate seal, duly attested by the hands of its proper officers on that
behalf this 30 day of NOV, 2018.



RM of Frenchman Butte #501

Bruce Midgley
Reeve
Rita Rogers
Chief Administrative Officer

Shirley Brown
Town of St. Walburg
Mayor

Shirley Brown
Chief Administrative Officer

Village of Paradise Hill
Bernard Ecker
Mayor

Christie Venn
Chief Administrative Officer

Certified a True Copy

2018/11/07⁵

Christie Venn
Chief Administrative Officer
Town of St. Walburg, Saskatchewan

APPENDIX "A"

501 UTILITY AUTHORITY INC.

LIST OF AUTHORITY MEMBERS

- (a) Town of St. Walburg
- (b) R.M. of Frenchman Butte No. 501
- (c) Village of Paradise Hill

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SCHEDULE A

501 UTILITY AUTHORITY INC.

CONSTITUTION

WHEREAS the *501 UTILITY AUTHORITY INC.* was created by Municipal Bylaws and a multi-municipality agreement pursuant to s. 33 (2) *The Municipalities Act*.

AND WHEREAS the *501 UTILITY AUTHORITY INC.* is a body corporate and has all the rights, obligations and privileges of a statutory body corporate;

AND WHEREAS the *501 UTILITY AUTHORITY INC.* is empowered by a Constitution pursuant to *The Municipalities Act*;

NOW THEREFORE the Constitution of the Authority reads as follows:

1. TITLE

- 1.1. This Constitution may be cited as the Constitution of the *501 UTILITY AUTHORITY INC.*

2. DEFINITIONS

2.1. In this Constitution:

- (a) "Administrator" means the person appointed by the Board to carry out particular duties and functions as determined by the Board;
- (b) "Advisory Committee" means an external committee appointed by the Authority to carry out a specific function as outlined in its terms of reference;
- (c) "Agreement" means the multi-municipality agreement which establishes the Authority, and of which this Constitution is a part;
- (d) "Authority" means the *501 UTILITY AUTHORITY INC.*;
- (e) "Board" means the member municipality representatives that manage the day-to day business of the Authority;
- (f) "Board Officer" means the Chair and Vice Chair as elected annually by the Board and the Administrator as appointed by the Board;
- (g) "Board Member" means the member municipality representative;
- (h) "Chair" 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;
- (i) "Council" means the Council of a municipality;

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- (j) "Founding Member" means any municipality as set forth in Section 4.1 who has signed the Agreement and passed a bylaw authorizing the municipality to enter into the Agreement;
- (k) "Facilities" means all facilities owned by the authority used for the collection and disposal of Wastewater commencing at the flange connecting the municipal sewer transmission lines to the pump stations located at both Town of St. Walburg and Village of Paradise Hill; which includes all force mains, lagoon, booster stations, pump stations and the truck dump station at the RM of Frenchman Butte No. 501 property.
- (l) "Member" or "Member Municipality" means a rural municipality or an urban municipality approved and accepted for membership by the **501 UTILITY AUTHORITY INC.**;
- (m) "Municipality" means a rural or urban municipality as defined under **The Municipalities Act**;
- (n) "Representative" means the individual appointed to represent the municipality on the Authority;
- (o) "Saskatchewan Water Security Agency" means the provincial Agency charged with the legislative responsibility for permitting and monitoring wastewater collection, treatment, and disposal systems;
- (p) "Task Force" is appointed by the Board to perform a specific task and are by nature are for a short term;
- (q) "Wastewater" means sewage as defined in Article 2 of the Environmental Management and Protection Act, 2010;
- (r) Subscriber means any persons who subscribe to receive benefit of the Public Utility.

- 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 persons 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.

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3. OBJECTIVES OF THE AUTHORITY

- 3.1. To plan, implement and operate an integrated Wastewater management system serving the Authority's members with an environmentally appropriate Wastewater management service at a reasonable cost.
- 3.2. To dispose of Wastewater in a manner that will protect public health and safety, and the environment

PART I: MEMBERSHIP

4. MEMBERSHIP IN THE AUTHORITY

- 4.1. When each of the following municipalities:

- (a) Town of St. Walburg
- (b) RM of Frenchman Butte #501
- (c) Village of Paradise Hill

Passes a bylaw accepting the terms of the Agreement establishing the **501 UTILITY AUTHORITY INC.** 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. Subject to Section 4.6, 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.
- 4.5. Only rural or urban municipalities are eligible for membership.
- 4.6. Founding Members of the Authority agree to waive any right to withdraw from the Authority for a period of five (5) years commencing from January 1, 2019. For greater certainty all Founding Members shall be required to participate in the Authority, including the funding of the same, until at least December 31, 2024.

5. CLASSES AND VOTING PRIVILEGES OF MEMBERS OF THE AUTHORITY

There shall be one class of members of the Authority.

- 5.1. Each Representative is entitled to one vote at all general and special meetings of members of the Authority.

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6. JOINING MEMBERSHIP

- 6.1. A municipality, which was not a Funding Member of the Authority pursuant to Section 4.1, may apply for membership in the Authority. The application must be in writing. The Board Chair shall deal with the application according to the provisions of Section 14.
- 6.2. An application for membership must receive unanimous approval of the member municipalities.
- 6.3. Following approval of the membership application, the applicant municipality shall pass a bylaw accepting in its entirety the provisions of the agreement establishing the **501 UTILITY AUTHORITY INC.** and shall forward a certified true copy of that bylaw to the Authority.

7. FINANCIAL CONTRIBUTION BY NEW MUNICIPALITIES

- 7.1. A new municipality joining the Authority shall pay an operational funding assessment as well as a joining fee (capital assessment) as determined by the Authority.

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 shall be deemed to be December 31 of the year in which the notice of withdrawal was received by the Authority.
- 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.

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The Authority may withdraw Wastewater 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 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. 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 or money made in accordance with the agreement to, or the use of that money by the Authority.
- 9.4. Upon withdrawal, or expulsion, a municipality loses any right to gain ownership or moneys for any real property or chattels from the Authority or the other municipalities, or to make any claim arising from payment or money made in accordance with the agreement to, or the use of that money by the Authority.

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PART II: POWERS AND DUTIES OF MEMBERS

10. TERM OF APPOINTMENT FOR MEMBERS OF THE AUTHORITY

- 10.1. The Council of each member municipality shall appoint representatives to the Authority annually using the following formula and at least one member must be an elected official of the member municipality:

<i>Town of St. Walburg</i>	<i>2 Representatives plus an alternate</i>
<i>RM of Frenchman Butte #501</i>	<i>2 Representatives plus an alternate</i>
<i>Village of Paradise Hill</i>	<i>2 Representatives plus an alternate</i>
<i>Total</i>	<i>6 Representatives</i>

- 10.2. Each representative shall be entitled to one vote.
- 10.3. A vacancy in the Board arising from any cause shall be filled as soon as possible after the vacancy occurs by the member municipality for whom the vacant Representative belonged to.
- 10.4. Any resident and/or ratepayer of the member municipality may be a representative unless they are an Authority employee.

11. COMPOSITION OF THE BOARD

- 11.1. The Board shall be comprised of all of the representatives of the member municipalities.

12. ACCOUNTING BY THE AUTHORITY

- 12.1. The Authority shall keep distinct and regular accounts of its receipts, payments, assets and liabilities.
- 12.2. The auditors of the Authority shall annually audit the accounts identified in section 12.1 using generally accepted and appropriate audit procedures. The audit shall be completed by March 31.
- 12.3. The audited financial statements shall be presented at a Board meeting for approval.
- 12.4. Once approved, the audited financial statements will be sent to member municipalities.

PART III: POWERS AND DUTIES OF THE BOARD

13. PURPOSE OF THE BOARD

- 13.1. 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 Wastewater management system.

14. POWERS OF THE BOARD

- 14.1. In the course of operating the Wastewater management system the Board will be responsible for planning, implementing and operating programs and activities related to the management, and disposal of Wastewater in strict compliance with all relevant provincial rules and regulations using the powers which include, but are not restricted to:

- a) establishing policies, regulations and rules relating to Wastewater management;
- b) the purchase and operation of a common waste water treatment and disposal system which will service all of the participating municipalities;
- c) entering into agreements to carry out any of the Authority's purposes;
- d) hiring employees, including management employees, and establishing the terms of employment for those employees, including their layoff or dismissal;
- e) charging and collecting fees to users,
- f) establishing committees to research and report to the Board regarding any aspects of the Authority mandate or any of the programs proposed or undertaken by the Authority.
- g) preparing a budget, which will provide the resources to fulfill the Authority's mandate.
- h) borrowing funds as required to meet the established budget;
- i) acquiring, using and disposing of any necessary real or chattel property;
- j) annually setting the remuneration and expense amounts for Board officers, Board members, and representatives to the Authority; and
- k) establishing the policies and procedure for all internal governance issues, including the determination of meetings and the notice to be provided;

Provided however no resolution or bylaw of the Board shall amend or otherwise vary, directly or indirectly, the Agreement or other provisions of the Constitution.

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15. OFFICERS OF THE BOARD

- 15.1. The Board will annually elect from among its members a Chair and Vice-Chair. The election will be by majority vote. An abstention from voting will be considered to be a negative vote.
- 15.2. 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.
- 15.3. The Board will appoint an Administrator for such a term and on such conditions as determined by the Board.

16. RESIGNATION BY THE CHAIR

- 16.1. Where the Chair vacates the chair for any cause, the Vice-Chair shall act as Chair until the next Board meeting.
- 16.2. At the next Board meeting following the vacancy in the chair, a new chair will be elected.
- 16.3. If the Vice-Chair is elected as Chair he shall immediately assume that office and have the Board elect another Vice-Chair.
- 16.4. The Chair elected to fill a vacancy in the chair holds the office for the unexpired term of his predecessor.

17. RESIGNATION BY THE VICE-CHAIR

- 17.1. Where the Vice-Chair vacates his office for any cause, the Board shall elect a new Vice-Chair at the next Board meeting.
- 17.2. The Vice-Chair elected during a term of office holds the office for the unexpired term of his predecessor.

18. MISCONDUCT BY AN OFFICER OR BOARD MEMBER

- 18.1. A Board officer or member shall:

(a) In a manner similar with the disclosure provisions of *The Municipalities Act* disclose that he or his agent, partner, spouse, parent or child has an interest in land, buildings or corporations that could be affected financially (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;

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(d) 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.

18.3. Where a Board officer or member has contravened section 18.1 or section 18.2: .

- 18.4. Where a resolution has been passed pursuant to section 18.3(b) the Board officer or member shall be deemed to have resigned from the Board and as a representative to the Authority effective immediately.

19. GENERAL MEETINGS OF THE BOARD

20. SPECIAL MEETING OF THE BOARD

20.2. Where the Chair 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 shall indicate the matters for discussion at the special meeting.

21. RULES FOR GENERAL OR SPECIAL MEETINGS OF THE BOARD

- 21.1. No business shall be transacted at any general or special meeting of the Board until a quorum is present.
- 21.2. A quorum shall be four (4) representatives and at least one from each member municipality
- 21.3. 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.
- 21.4. 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 distributed to each representative and each member municipality on the Authority within fourteen (14) days after their approval.
- 21.5. The Chair and Vice-Chair have the right to vote at special and general Board meetings but they do not have an additional or casting vote.

22. ENTERING INTO AGREEMENTS

- 22.1. 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.

23. BUDGET FOR THE AUTHORITY

- 23.1. The Administrator shall draft a budget to be presented to the Authority for approval at a Board meeting.
- 23.2. A copy of the approved budget shall be sent to each member municipality.

24. EMPLOYEES OF THE AUTHORITY

- 24.1. The Board shall appoint the employees of the Authority, as it deems necessary.

25. COMMITTEES OR TASK FORCES

- 25.1. The Board may create Advisory Committees or Task Forces and may assign duties to them.
- 25.2. Where an Advisory Committee or Task Force is created by the Board:

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- l) The Board Chair, subject to confirmation by the Board, shall appoint a Committee Chair from among the Board members.
- m) The Board shall appoint other Committee members.
- n) The Board shall determine the number of committee members.
- o) Committee participants may meet, adjourn, and otherwise regulate their meetings as they may determine.

PART IV: AMENDING THE CONSTITUTION

26. AMENDING PROCEDURE

- 26.1. Amendments to this Constitution must be made in writing and approved through bylaw of each respective municipality.

PART V: LIQUIDATION AND DISSOLUTION OF THE AUTHORITY

27. DISTRIBUTION OF PROPERTY

- 27.1. 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.
- 27.2. Member municipalities, pursuant to section 27.1, shall divide any remaining Authority property on a pro-rata basis according to the funding formula for the Authority then in existence at the time.

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