

TOWN OF ST. WALBURG
BYLAW NO. 14-2003

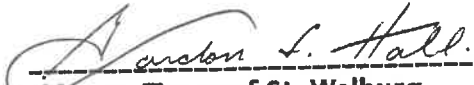
A BYLAW TO AUTHORIZE ENTERING INTO AN AGREEMENT WITH THE WEST YELLOWHEAD WASTE RESOURCE AUTHORITY TO PROVIDE FOR A RECYCLING PROGRAM WITHIN THE TOWN.

WHEREAS the Town of St. Walburg is authorized to enter into agreements with any person or association under Section 175(1) of The Urban Municipality Act:

AND WHEREAS it is deemed advisable to enter into such an agreement with the West Yellowhead Waste Resource Authority;


NOW THEREFORE, the Council of the Town of St. Walburg, in the Province of Saskatchewan, enacts as follows:

1. The agreement attached hereto and marked "A" shall take effect in all respects as Schedule "A" to Bylaw No. 14-2003.
2. The Mayor and Administrator are hereby authorized, empowered and directed, to execute the agreement incorporated herewith as Schedule "A" to this bylaw and forming a part thereof, and to affix the corporate seal of the Town of St. Walburg and to do and to cause to be done all acts, matters and things which may be necessary for the due performance and fulfillment of the said agreement.
3. This bylaw shall come into force and take effect from and after the date of final passing thereof.




 Mayor, Town of St. Walburg






 Administrator, Town of St. Walburg

This Bylaw given three readings and adoption at October 28, 2003 meeting of Council.



 Administrator, Town of St. Walburg

Certified a True Copy



 Chief Administrative Officer
 Town of St. Walburg, Saskatchewan

AGREEMENT FOR UTILIZING WEST YELLOWHEAD WASTE RESOURCE
AUTHORITY'S RECYCLING PROGRAM

BETWEEN: WEST YELLOWHEAD WASTE RESOURCE AUTHORITY
692-109th Street, North Battleford, SK, S9A 2C4
Hereinafter referred to as WYWRA

AND: Town of St. Walburg
P.O Box 368, St. Walburg, SK, S0M 2T0
Hereinafter referred to as St. Walburg

WHEREAS St. Walburg has deemed it appropriate to enter into an Agreement with the WYWRA to utilize their recycling program as hereinafter described, and

WHEREAS the WYWRA has offered and agreed, subject to the terms and provisions of this Agreement, to allow St. Walburg to utilize the WYWRA's recycling program;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual terms, covenants and agreements herein contained, the WYWRA and St. Walburg agree as follows:

1. This Agreement shall commence and take effect from the date of signing and continue in force and effect until June 30, 2007.
2.
 - a) St. Walburg shall, upon receiving itemized invoices in the appropriate amounts, pay \$17.50 per capita per year for the recycling service, invoiced quarterly.

Determination of the population of the Town will be by reference to the Municipal Directory for the year immediately prior to the year in which the levy is to be paid.

WYWRA may withhold or cancel provision of services in the event that a member fails to pay an invoice submitted to it by WYWRA within 45 days of the member's receipt of such invoice.

- b) WYWRA shall provide a recycling system that includes the following materials:
 - i. Cardboard;
 - ii. Mixed Paper;
 - iii. Newsprint;
 - iv. Plastic 1, 2, 4, 5, and 7;
 - v. Tin Cans.



AGREEMENT FOR UTILIZING WEST YELLOWHEAD WASTE RESOURCE
AUTHORITY'S RECYCLING PROGRAM

- c) A schedule for the collection of the above mentioned materials is included as part of the contract in Appendix 1. WYWRA will try to maintain a regular schedule for collection of material and will notify the Town of any changes to this schedule or any other foreseeable delays which hinder the collection of such materials.
 - d) WYWRA shall, provide all bins and appropriate signage for the Recycling Depot for the above mentioned materials.
 - e) WYWRA shall provide all the hauling of the above mentioned materials in a timely and appropriate manner.
 - f) If WYWRA determines that a member of WYWRA is in violation of regulations established by WYWRA, WYWRA may withhold services if the member continues in violation after 10 days written notice to it by WYWRA.
 - g) If the violation continues after the 10 day written notice is received by the member, WYWRA may, within its absolute discretion, remedy the violation and the costs incurred by WYWRA in effecting such remedy shall be paid by the member to WYWRA within 10 days of the member's receipt of an invoice for such costs.
 - h) Use of the Recycling Depot is restricted to WYWRA Member only. Therefore, when a Town or Village operates a recycling depot where the surrounding RM or Villages are not a Member of WYWRA, the excluded parties will not be allowed to use the recycling depot.
3. This Agreement will continue until June 30, 2007, barring a serving of written notice from the other party up to at least twelve (12) month in advance of the proposed termination date.

IN WITNESS WHEREOF the West Yellowhead Waste Resource Authority has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this ____ day of _____, A.D., 2003.

WEST YELLOWHEAD WASTE
RESOURCE AUTHORITY

Chairman

Chief Administrative Officer

ACN

gnd

AGREEMENT FOR UTILIZING WEST YELLOWHEAD WASTE RESOURCE
AUTHORITY'S RECYCLING PROGRAM

IN WITNESS WHEREOF the Town of St. Walburg has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in the behalf, duly authorized this _____ day of _____, A.D., 2003.

TOWN OF ST. WALBURG

Mayor

Town Clerk

Appendix 1

Schedule: For Recyclable Pick-up

Week 1	Monday	Mixed Paper/News Print
	Wednesday	Cardboard/Plastics
Week 2	Wednesday	Cardboard/Mixed Paper
Week 3	Monday	Mixed Paper/News Print
	Wednesday	Cardboard/Plastics
Week 4	Wednesday	Cardboard/Mixed Paper
	Day Varies	Tin Cans

7 runs for recyclable materials

Stacy?

mgp