

R.M. OF FRENCHMAN BUTTE NO. 501

BYLAW NO 2015-10

**A BYLAW TO PROVIDE FOR ENTERING INTO A MUNICIPAL
MEMBERSHIP AGREEMENT WITH WEST YELLOWHEAD WASTE
RESOURCE AUTHORITY INC., ("WYWRA")**

The Council of the Rural Municipality of Frenchman Butte No. 501 in the Province of Saskatchewan enacts as follows:

1. The R.M of Frenchman Butte No. 501 is hereby authorized to enter into A Municipal Membership Agreement with West Yellowhead Waste Resource Authority Inc., ("WYWRA"), attached hereto and forming a part of this bylaw, and identified as "Exhibit A".
2. The Reeve and the Administrator of the R.M. of Frenchman Butte are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".

Read a third time and adopted
this 21st day of May, 2015




Reeve


Administrator

Certified a true copy of Bylaw No. 2015-10


Reeve


Administrator





Exhibit A.

MUNICIPAL MEMBERSHIP AGREEMENT

BETWEEN:

WEST YELLOWHEAD WASTE RESOURCE
AUTHORITY INC., ("WYWRA")

AND:

RM of Frenchman Butte No. 501,
("the Member")

RECITALS:

- A. The Member is a municipality as defined in *The Municipality Act*, as amended from time to time, and as such has the authority to enter into this agreement.
- B. The Member has the responsibility for waste management within its boundaries.
- C. WYWRA was incorporated pursuant to *The Non-Profit Corporations Act* on May 18, 2001 as a membership corporation, for the purpose of developing and operating a regional waste management service for the benefit of its members.
- D. The Member wishes to enter into an agreement with WYWRA for the provision by WYWRA of waste management services to the Member and its residents.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, THE PARTIES HEREBY AGREE AS FOLLOWS:

1.0 Definitions

For the purposes of this agreement:

- 1.1 "Act" shall mean "*The Municipalities Act*" as amended from time to time or any act adopted in substitution thereof.
- 1.2 "recyclables" means moveable property which WYWRA deems to have value and, in the opinion of WYWRA, is appropriate for separating, sorting, selling and reusing in its original or a modified form.
- 1.3 "waste management services" includes, where appropriate, gathering, transporting, separating, sorting, selling, processing and disposing of wastes, refuse, trash, garbage and recyclables.



2.0 Representation

- 2.1 The Member may be represented at any meeting of members of WYWRA by a representative of the Member who shall be appointed in accordance with the bylaws of WYWRA.
- 2.2 The Member shall provide to WYWRA a copy of its resolution(s) appointing its representative and alternate representative, if any.

3.0 Membership Obligations

- 3.1 As a pre-condition to becoming a member of WYWRA, the Member will provide to WYWRA a copy of a Bylaw or Council Resolution authorizing membership.
- 3.2 The Member agrees to enter into a Municipal Membership Agreement with WYWRA in the form as adopted from time to time by WYWRA Board of Directors.
- 3.3 At the commencement of the membership, the Member agrees to pay to WYWRA any initial capital contributions, fees or levies that WYWRA may adopt from time to time for payment by new members. A schedule of such payments shall be provided to the Member prior to the Member entering into the Municipal Membership Agreement.
- 3.4 The member agrees to pay to WYWRA the annual membership fee as adopted by WYWRA Board of Directors from time to time and is currently as set out in the attached "Appendix A"
- 3.5 The member agrees to pay capital fees per container as adopted by WYWRA Board of Directors from time to time and as are currently outlined in schedule 1 to Appendix "A".
- 3.6 In addition to the levies addressed above, the Member agrees to pay to WYWRA the amounts charged to the Member for services provided by WYWRA to the Member in accordance with the rate and collection policies adopted by WYWRA Board of Directors from time to time.
 - 3.6.1 Current front load tipping rates by zones for waste & recycle will be found in Schedule 1.
 - 3.6.2 Servicing all member roll off loads, the member will be invoiced at an hourly hauling rate along with tonnage fees at a rate equal to the disposal rate set by the landfill of disposal that is charged to WYWRA— current roll off hourly hauling rates will be found in Schedule 1.
- 3.7 The Member may withdraw from WYWRA and its obligations associated therewith. To allow for proper budgeting and planning by WYWRA, the Member will give at least 12.5 months written notice to WYWRA, with such notice to take effect not sooner than the end of WYWRA's next fiscal year following receipt of the notice from the Member.
- 3.8 The Member agrees to honor its obligations under this agreement and abide by the policies established by WYWRA Board of Directors from time to time.



4.0 Services

- 4.1 WYWRA will provide waste management services to the Member as set forth in Appendix "A" using WYWRA's own resources and/or independent contractors at its discretion.
- 4.2 Co-ordination of the balance of the waste management services to be provided within the geographical boundaries of the Member shall be the responsibility of WYWRA. The Member will expend all reasonable efforts in supporting this coordinating function.

5.0 Suspension and / or Termination of Services

- 5.1 WYWRA may withhold or cancel provision of services to the Member if the Member fails to pay any amounts owing to it by WYWRA in accordance with WYWRA's payment policies as adopted from time to time.
- 5.2 If the Member remains in breach of WYWRA's payment policy for 60 days following suspension of services by WYWRA, then WYWRA may, in its absolute discretion, terminate the membership of the Member and remove all WYWRA assets from the Member's municipality. In the event of termination, all amounts owing by the Member to WYWRA shall become immediately due and payable.
- 5.3 If WYWRA determines that a member of WYWRA is in breach of its obligation's under this agreement or under any other policies adopted by WYWRA, WYWRA may withhold services if the member continues in violation after 10 days written notice to it by WYWRA to remedy the breach and no such corrective action has been initiated.
- 5.4 If the corrective action has not been commenced 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.
- 5.5 In addition to the remedy above, if the violation continues after the 10 day written notice is received by the Member, WYWRA may, at its discretion, terminate the membership of the member and remove all WYWRA assets from the Member's municipality. In the event of termination, all amounts owing by the Member to WYWRA shall become immediately due and payable.
- 5.6 WYWRA reserves the right to suspend services to the Member or terminate the membership of the Member if, the Board of Directors, acting reasonably, determines that the integrity and continuity of the operations of WYWRA are jeopardized by continued service to the Member, or by the Member remaining a member of WYWRA.

Circumstances justifying actions by WYWRA under this section include but are not limited to:

- 5.6.1 Conflict of Interest between the Member and WYWRA



- 5.6.2 Member repeatedly fails to abide by all terms and conditions within the agreement and / or continuous delinquency of payment on account.
- 5.6.3 Member location is not accessible by reasonable means due to natural disaster, protest, infrastructure degradation, etc.
- 5.6.4 Repeated destruction and / or defacing of WYWRA capital assets that may be in possession by the member

Examples include but are not limited to: burning of containers, vandalism, destruction of any kind beyond regular wear and tear etc.

- 5.7 Should the member violate clause 3.7 of the agreement and withdraw from its membership obligation prior to giving WYWRA a written notice of 12.5 months not to commence before WYWRA's next fiscal year end – the member agrees to pay WYWRA a \$10/capita levy and will be responsible for paying all final costs associated with removing containers from the withdrawing member. Payment of such, is to be made within one month following the withdrawal date of the member from WYWRA.

6 Site Improvements

- 6.1 All site improvements supplied or installed by WYWRA to enable the Member to properly discharge its obligations pursuant to this agreement and/or to enable WYWRA to properly discharge its obligations shall be owned by WYWRA.
- 6.2 For purposes of this agreement, the site improvements shall be deemed to have a value equal to all contributions of WYWRA made in order to install, construct and/or maintain the site.
- 6.3 For the purposes of determining what compensation, if any, the Member will be obliged to pay to WYWRA to compensate WYWRA for such site improvements if the Member withdraws or is deemed to have withdrawn from WYWRA, the improvements shall be deemed to have a 15 year useful life, and to decrease in value by 1/15th of their total cost each year on a straight line basis.
- 6.4 If the Member withdraws or is terminated pursuant to the terms of this agreement before the expiration of 15 years, the Member shall pay to WYWRA the remaining value of the site improvements based on the value determined in clause 6.3, with such payment to be made within two months following withdrawal or termination of the Member from WYWRA.

7 Dissolution

- 7.1 In the event that WYWRA is no longer able to properly discharge its obligations pursuant to this agreement and so advises its members or if a majority of its members representing not less than 50% of the total population of all WYWRA members vote to wind up the affairs of WYWRA. In such event:



- 7.1.1 Each member shall pay to WYWRA all amounts owing by it to WYWRA, plus the remaining value of their site improvements in accordance with 6.4.
- 7.1.2 WYWRA shall sell all moveable assets.
- 7.1.3 WYWRA will distribute to the Members the balance of the monies held by WYWRA, after expenses and payment of debts, with such distribution to be in proportion to the population of each member based on the most current population information then available to WYWRA.

8 General Terms

- 8.1 Notwithstanding the date upon which this agreement is executed the effective date shall be the date as set forth in Appendix "A".
- 8.2 Time shall be of the essence of this agreement.
- 8.3 This agreement is binding on the parties hereto and their respective successors and assigns.
- 8.4 This agreement shall remain in full force and effect until terminated by either party pursuant to the terms of this agreement or until such time as WYWRA determines that it is no longer able to properly discharge its obligations pursuant to this agreement or WYWRA has been wound up pursuant to Article 7.1.
- 8.5 This agreement shall be construed in accordance with and be governed by the laws of the Province of Saskatchewan.
- 8.6 In this agreement and its attached Appendices and Schedules, unless there is something in the subject matter or context inconsistent with the same:
 - (a) the singular includes the plural and the plural includes the singular;
 - (b) a reference to any statute extends to and includes any amendment or re-enactment of such statute; and
 - (c) the masculine includes the feminine and neuter gender.
- 8.7 No consent or waiver expressed or implied by either party in respect of any breach or default by the other in performance by such other of its obligations under this agreement shall be deemed or construed to be a consent to or waiver of any other breach or default.
- 8.8 The division of this agreement and each of its appendices and the schedules thereto into articles and sections, provision of a table of contents, if any, and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this agreement.



By signing and affixing corporate seal, the member agrees to the terms and conditions as set forth in this Municipal Membership Agreement

IN WITNESS WHEREOF the Member has caused its corporate seal to be hereunto affixed attested to by the hands of its proper officers in that behalf the 21st day of May, 2015.

Municipality of R.M. of Frenchman Lake #501

seal

B. Mills Midgley
Mayor/Reeve

B. [Signature]
Administrator or Clerk

IN WITNESS WHEREOF WYWRA has caused its corporate seal to be hereunto affixed attested to by the hands of its proper officers in that behalf the 17th day of June, 2015.

WEST YELLOWHEAD WASTE
RESOURCE AUTHORITY INC.

[Signature]
Chairman

[Signature]
Secretary/Treasurer





Appendix 'A'

This is Appendix "A" to the Municipal Membership Agreement, ("the Municipal Membership Agreement") between West Yellowhead Waste Resource Authority Inc., ("WYWRA") and the Rural Municipality of Frenchman Butte # 501, Saskatchewan, ("the Member").

1. The effective date of the Municipal Membership Agreement is January 1, 2002. The effective date is the date upon which the Municipal Membership Agreement becomes enforceable. The effective date will never be later than the operational date. Where an existing landfill may continue for a specified period, the effective date will also be the date when an annual levy for capital purposes begins.
2. The operational date of the Municipal Membership Agreement is January 1, 2002. The operational date is that date when WYWRA begins providing waste management services. The full annual levy becomes payable from and after the operational date.
3. The schedules, if any, which are attached hereto along with any Policy and Procedures, if any, which are attached to such schedules or hereto all form part of this Appendix "A".
4. In order to maintain operational and physical stability, pay for administrative and operational costs associated with providing waste management services and to meet capital requirements, the Member will pay to WYWRA:
 - 4.1 An annual membership fee which will be payable in four equal installments and will be based on administrative costs on per capita levy in the amount set by WYWRA Board of Directors in its annual budget.
 - 4.2 Monthly capital fees per container for each waste, recycle and roll off container used by the member as outlined in Schedule 1
 - 4.3 WYWRA will invoice to the member monthly all tipping fees at a preferred member rate for each waste and / or recycle container lifted, hauled and disposed of. Membership preferred rates are outlined in schedule 1 by community and zone.
 - 4.4 WYWRA will invoice the member separately for each roll off load serviced upon completion of the service provided. WYWRA will charge the member on a hourly preferred member hauling rate for the time associated to haul the load along with tonnage fee's related to the load hauled. Tonnage fees invoiced to the member will be at the rate equal to that of what is charged to WYWRA by the associated landfill of disposal.
5. Determination of the population of the Member WYWRA will reference the most recent Municipal Directory or latest Statistics Canada Census.
6. The Member can implement any cost recovery program to its residents as they deem necessary to offset costs associated in providing waste management services.
7. When a resident of the Member deliver loads of bulk waste, whether sorted or unsorted, such resident shall be charged a tipping fee at a rate that is set by the sole discretion of the member.

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Schedule 1 to Appendix 'A'

Rates effective January 1, 2015

**Membership Preferred Rates
- Front Load Tipping Fee's by Zone**

Pop	Member by Community	Zone	6 yd - Waste	6 yd - Recycle	4 yd - Waste	4 yd - Recycle
135	Denzil, Village of	4	\$ 89.99	\$ 84.99	\$ 74.99	\$ 74.99
45	Primate, Village	4	\$ 89.99	\$ 84.99	\$ 74.99	\$ 74.99
563	Hillsdale, RM	2	\$ 69.99	\$ 64.99	\$ 54.99	\$ 54.99
448	Neilburg, Village	2	\$ 69.99	\$ 64.99	\$ 54.99	\$ 54.99
725	Loon Lake, RM - TSF	3	\$ 79.99	\$ 74.99	\$ 64.99	\$ 64.99
314	Loon Lake, Village of	3	\$ 79.99	\$ 74.99	\$ 64.99	\$ 64.99
97	Makwa	4	\$ 89.99	\$ 84.99	\$ 74.99	\$ 74.99
1415	Macklin, Town of	3	\$ 79.99	\$ 74.99	\$ 64.99	\$ 64.99
614	Eye Hill, RM	4	\$ 89.99	\$ 84.99	\$ 74.99	\$ 74.99
1156	Maidstone, Town of	1	\$ 59.99	\$ 54.99	\$ 44.99	\$ 44.99
751	Eldon, RM	1	\$ 59.99	\$ 54.99	\$ 44.99	\$ 44.99
547	Manitou Lake, RM	2	\$ 69.99	\$ 64.99	\$ 54.99	\$ 54.99
284	Marsden, Village of	2	\$ 69.99	\$ 64.99	\$ 54.99	\$ 54.99
936	Meota, RM	3	\$ 79.99	\$ 74.99	\$ 64.99	\$ 64.99
307	Meota, Village of	3	\$ 79.99	\$ 74.99	\$ 64.99	\$ 64.99
89	Metinoda Village, Resort	3	\$ 79.99	\$ 74.99	\$ 64.99	\$ 64.99
1224	Mervin RM	3	\$ 79.99	\$ 74.99	\$ 64.99	\$ 64.99
n/a	Livelong, Hamlet	3	\$ 79.99	\$ 74.99	\$ 64.99	\$ 64.99
n/a	Spruce Lake, Hamlet	3	\$ 79.99	\$ 74.99	\$ 64.99	\$ 64.99
515	Paradise Hill, Village	2	\$ 69.99	\$ 64.99	\$ 54.99	\$ 54.99
1438	Frenchman's Butte, RM	3	\$ 79.99	\$ 74.99	\$ 64.99	\$ 64.99
46	Senlac, Village of	3	\$ 79.99	\$ 74.99	\$ 64.99	\$ 64.99
195	Senlac, RM	3	\$ 79.99	\$ 74.99	\$ 64.99	\$ 64.99
525	Turtleford, Town of	2	\$ 69.99	\$ 64.99	\$ 54.99	\$ 54.99
84	Kivimaa-Moonlight Bay, Resort	3	\$ 79.99	\$ 74.99	\$ 64.99	\$ 64.99
1301	Wilkie, Town of	3	\$ 79.99	\$ 74.99	\$ 64.99	\$ 64.99
139	Landis, Village of	4	\$ 89.99	\$ 84.99	\$ 74.99	\$ 74.99
75	Scott, Town of	4	\$ 89.99	\$ 84.99	\$ 74.99	\$ 74.99
1494	Wilton, RM of	1	\$ 59.99	\$ 54.99	\$ 44.99	\$ 44.99
533	Marshall	1	\$ 59.99	\$ 54.99	\$ 44.99	\$ 44.99
n/a	Lone Rock	1	\$ 59.99	\$ 54.99	\$ 44.99	\$ 44.99
967	Lashburn, Town of	1	\$ 59.99	\$ 54.99	\$ 44.99	\$ 44.99
716	St. Walburg, Town	2	\$ 69.99	\$ 64.99	\$ 54.99	\$ 54.99

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Schedule 1 to Appendix 'A'

Membership Capital Fee's/month by container size

<u>Front Load Capital Fee's per Bin</u>		<u>Membership</u>	
3 yd	Waste <u>or</u> Recycle	\$	25.00 each
6 yd	Waste <u>or</u> Recycle	\$	25.00 each

<u>Roll Off - Capital Fee's</u>		<u>Membership</u>	
30 yd	Roll off	\$	175.00 month
40 yd	Roll off	\$	180.00 month
50 yd	Roll off	\$	180.00 month

<u>Roll Off - Delivery Hauling Rate</u>		<u>Membership</u>	
30 yd	Roll off	\$	125.00 per hour
40 yd	Roll off	N/A	
50 yd	Roll off	\$	135.00 per hour

<u>Roll Off Hauling Rate</u>		<u>Membership</u>	
30 yd	Roll off	\$	125.00 per hour
40 yd	Roll off	N/A	
50 yd	Roll off	\$	135.00 per hour

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Schedule 2 to Appendix 'A'

This is Schedule 2 to Appendix "A" to the Municipal Membership Agreement, ("the Municipal Membership Agreement") between West Yellowhead Waste Resource Authority Inc., ("WYWRA"), and the Rural Municipality of Frenchman Butte # 501, Saskatchewan, ("the Member").

Hosted Transfer Station

1. The Member will establish a transfer station to be located at N/A, and as identified on the attached Certificate of Title, in accordance with specifications as established by WYWRA.
2. The Member will be solely responsible for the operation of the transfer station, and will indemnify and hold WYWRA harmless with respect to all claims relating to location, establishment and operation of the transfer station. WYWRA will only be responsible for its own activities conducted at the transfer station.
3. The Member will purchase and/or maintain public liability insurance in a minimum amount of \$2,000,000.00 per incident, all with respect to location, establishment and operation of the transfer station and will ensure that WYWRA is designated as an insured party in such policy or policies of insurance.
4. The Member will keep the transfer station open at convenient times as determined by the Member.
5. The Member will permit WYWRA to store bins on and at the transfer station at no charge.
6. The Member will be responsible for the operation of the transfer station and all associated liability and the Member agrees to provide staffing and operational services that comply to Occupational Health and Safety Standards and that of Saskatchewan Labor Standards.
7. The Member will be responsible for ensuring that the transfer station is secured and locked at all times to prevent the public from accessing and abusing the site. WYWRA and/or its assigned contractors shall be given a key or combination for the lock which secures the transfer station and such persons or representatives thereof may enter the transfer station at will to remove waste and/or to inspect the station for any reason.
8. WYWRA will expend all reasonable efforts to ensure that waste destined for disposal is removed on a regular and timely basis, with the frequency of removal based at the members discretion.

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Schedule 3 to Appendix 'A'

This is Schedule 3 to Appendix "A" to the Municipal Membership Agreement, ("the Municipal Membership Agreement") between West Yellowhead Waste Resource Authority Inc., ("WYWRA"), and the Rural Municipality of Frenchman Butte # 501, Saskatchewan, ("the Member").

Landfill Closing

1. The Member will close and discontinue using its landfill site with such closure and discontinuance to be in accordance with the requirements and/or guidelines of Saskatchewan Environment.
2. All costs associated with closure and discontinuance of use of the landfill will be the sole responsibility of the Member.
3. All past, present and future liability relating to the Member's landfill, the use of the landfill, discontinuance of its use and its closure shall be the sole responsibility of the Member and the Member agrees to indemnify and save WYWRA harmless with respect to all claims related thereto.
4. The Member shall, upon closure of its landfill, undertake de-commissioning of the same in accordance with the requirements and/or guidelines of Saskatchewan Environment and shall provide proof of the same to WYWRA upon request.

Amr 9 *BL*