

**AGREEMENT TO ORGANIZE**

This Agreement is made effective this 28<sup>th</sup> day of April, A.D. 2004.

BETWEEN:

**TOWN OF LA RONGE**

-AND-

**NORTHERN VILLAGE OF AIR RONGE**

-AND-

**LAC LA RONGE INDIAN BAND**

-AND-

**THE MINISTER OF GOVERNMENT RELATIONS**

for and on behalf of the Northern Saskatchewan Administration District

**WHEREAS:**

- A. The parties Town of La Ronge and the Northern Village of Air Ronge are municipalities as defined under *The Northern Municipalities Act*.
- B. The party Lac La Ronge Indian Band is an Indian Band as defined under the *Indian Act*, 1985, c.1-5;
- C. The Parties to this agreement wish to create a Regional Waste Management Authority to serve its members.
- D. Whereas the Lac La Ronge Regional Waste Management Corp. (hereinafter referred to as the "Authority") was created by Bylaws and a multi-party agreement pursuant to *The Northern Municipalities Act*.
- E. Lac La Ronge Indian Band, intends to subscribe as members of the Authority in accordance with the provisions of the *Indian Act*, 1985, C. 1-5 and its regulations; and
- F. Northern Saskatchewan Administration District (NSAD) intends to subscribe as a member of the Authority pursuant to the provisions of *The Northern Municipalities Act*.
- G. The Parties to this agreement through the year 2003 practically and effectively operated a Regional Waste Management Authority with disproportionate contribution from the parties.

**NOW THEREFORE THIS AGREEMENT WITNESSES:**

And the parties hereto agree and covenant, to establish and authorize the functioning of a Regional Waste Management Authority on the following terms and conditions:

**1. THE AUTHORITY**

- 1.1 It is the common intention of all parties to this Agreement to jointly manage and minimize waste within their respective jurisdictions as are now shown on Schedule "F". The joint management and minimization of waste will include acquiring, establishing and operating a common landfill site(s); establish programs for recycling; and undertaking other similar or related initiatives.
- 1.2 Pursuant to the provisions of *The Northern Municipalities Act* the parties agree that the Authority shall be a non-profit body corporate with its duties and powers set out in the Bylaws attached hereto as Schedule "A".
- 1.3 The duties and powers of the Authority as stated in the Bylaws 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 Bylaws 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 Bylaws.

**2. INTERIM AUTHORITY BOARD**

- 2.1 The parties hereto agree that an interim or provisional Authority Board shall be constituted of the following individuals:
  - Joe Hordyski, Chairperson (Ward 1)
  - Coralie Ylioja, Secretary - Advisor
  - Jeff Simpson (Ward 2), Board Member
  - Lewis Layton (Ward 3), Board Member
  - Irwin Hennie, (Ward 3), Board Member
  - George Pidhaychuk, (Ward 4) Board Member
  - Ron Woytowich, (Ward 1) Board Member
  - Randy Braaten, (Ward 5) Board Member
- 2.2 The Interim Authority Board will organize the meetings and business of the Board until such time as the Authority can be established.

- 2.3 The parties hereto agree that the term of office of the Interim Authority Board shall continue until the first meeting of the Board selected from representatives to the Authority. In order to ensure an orderly transition of business, the Interim Board members shall make themselves available as advisors to the selected Board for three months after the expiry of the Interim Board Term.

### 3. FUNDING THE AUTHORITY

- 3.1 The parties agree that the Capital and operating costs incurred by the authority will be funded according to the following principles and terms:

#### (a) Reparation to La Ronge for Past Services:

- i. The Authority will pay reparation to the Town of La Ronge for past services and use of capital equipment in furtherance of the objectives of the Authority, in the amount and on the terms specified in Schedule "B" hereto, which shall be funded by the Parties as apportioned therein.
- ii. The Authority shall pay to the Town of La Ronge rent for the Town's building, lands and premises utilized in 2003 in furtherance of the Authority's objectives in such sum as is identified in Schedule "C" hereto.

#### (b) Operational Cost Sharing for 2004:

- i. The Parties shall respectively contribute and pay to the Authority such annual operational levy as is identified in Schedule "D" hereto.
- ii. The Parties shall each pay to the Authority the operational levies identified in Schedule "D" in equal quarterly installments due promptly on the first days of January, April, July and October, 2004.
- iii. The Parties agree that the Authority shall enter into Agreement to provide waste management services to Third Parties as may be attached as Schedule "E" hereto.

#### (c) Operational Cost Sharing in Subsequent Years:

- i. The Parties shall set an operating budget each year and shall make reasonable efforts to come to mutual agreement as to the apportionment of levies to fund the Authority's budget.
- ii. The Parties shall set a capital budget each year and shall make reasonable efforts to come to mutual agreement as to the apportionment of levies to fund the Authority's budget.
- iii. In the event the Parties shall not find mutual agreement as contemplated in sections (i), (ii), or (iii) above, any Party may serve notice on all other Parties to initiate Arbitration proceedings to determine the most equitable apportionment of operating or capital

levies to fund the Authority's annual operating and/ or capital programs. The provisions of *The Arbitration Act* shall apply.

- 3.2 The specific capital and operating cost contribution required from each member, once finalized, will be detailed in the Authority budget.
- 3.3 The population of each member for purposes of this Agreement will be established by agreement annually by the Authority Board.
- 3.4 The Members of the Authority agree that they will promptly and in a timely manner pay to the Authority their required capital and operating cost contribution as stipulated in the Authority budget.
- 3.5 The Authority's capital, operating and borrowing budget must be approved by at least 50% of the Members of the Authority, and these approving Members of the Authority must contain at least two-thirds of the total population of the Members of the Authority. The Authority is not authorized to make expenditures or incur debts exceeding its budget without first obtaining the approval of at least 50% of the Members of the Authority, and these approving Members must contain at least two-thirds of the total population of the Members of the Authority.

#### 4. FUNCTIONING THE AUTHORITY

- 4.1 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

#### 5. TERM OF THE AGREEMENT

- 5.1 This agreement is for an indefinite term.
- 5.2 Any Member of the Authority may withdraw from this Agreement upon giving notice to the Authority in accordance with the terms of the Bylaws set out in Schedule "A" attached hereto.
- 5.3 Any application submitted to the Authority requesting that a third party become an additional party to this Agreement will be dealt with in accordance with the terms of the Bylaws set out in Schedule "A" attached hereto.
- 5.4 Any expansion to the territory covered by this Agreement as set out in Schedule "F" shall require the mutual agreement of all Members in accordance with section 6.1.

#### 6. CHANGES TO THE AGREEMENT

- 6.1 The Parties hereto agree that any changes to the terms of this Agreement, including changes to the Bylaws set out in Schedule "A" attached hereto, must be made in writing and approved by each Party to this Agreement under authorization of their respective governing procedure and authority and in compliance with the Bylaws set out in Schedule "A" attached hereto.

**7. ENTIRE AGREEMENT**

- 7.1 This Agreement, including all Schedules 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, unless formalized in writing under the signatures of the Parties, or affected Parties.

**8. AGREEMENT BINDING**

- 8.1 This Agreement only becomes binding on the parties hereto once all of the participating members approve of the Agreement in its current form and in its entirety by enacting a bylaw for authorization and approval in accordance with their respective governing procedures and authority.

**9. PROPERTY AND LIABILITY**

- 9.1 It is the intention of all Parties to this Agreement that the Authority as a body corporate shall hold and own real and chattel property acquired in the course of carrying out the purpose of this Agreement. Any Member of the Authority 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 Members of the Authority on the effective date of withdrawal from the Authority.

- 9.2 Any liability incurred by the Authority shall be the Authority's responsibility as a body corporate and it is the intention of the participating Members of the Authority that any liability resulting from the Authority's activities should be limited to the Authority. However, should for any reason, a liability extend beyond the Authority to the participating Members of the Authority, it is agreed that such liability will be shared amongst its members pro rata according each members apportioned levy for the timeframe in question.

**10. FURTHER ASSURANCES**

- 10.01 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 Bylaws of the Authority.

**11. SUCCESSORS**

- 11.01 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors.

**12. TIME**

- 12.01 Time shall be of the essence to this Agreement.

**13. CAPTIONS**

- 13.01 The captions appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

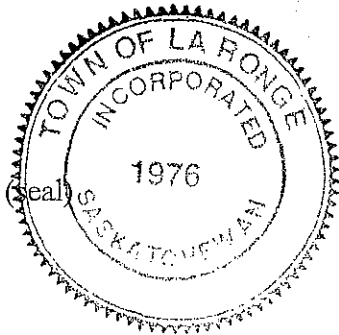
**14. COUNTERPARTS**

14.01 This Agreement may be signed in counterparts and all shall be deemed one original instrument.

**15. EFFECTIVE DATE**

15.01 Notwithstanding the date by execution of each party hereto, the effective date of this Agreement shall be the 28<sup>th</sup> day of April, A.D. 2003/4

**IN WITNESS WHEREOF** the Town of La Ronge has hereunto affixed its corporate seal, duly attested by the hands of its proper officers on that behalf this 28<sup>th</sup> day of April, 2004.



TOWN OF LA RONGE

Mayor Joe Hordysher  
Administrator [Signature]

**IN WITNESS WHEREOF** the Northern Village of Air Ronge has hereunto affixed its corporate seal, duly attested by the hands of its proper officers on that behalf this 28<sup>th</sup> day of April, 2004.




NORTHERN VILLAGE OF AIR RONGE


Mayor [Signature]  
Administrator Revised Bhatt

IN WITNESS WHEREOF the Lac La Ronge Indian Band has hereunto affixed its corporate seal, duly attested by the hands of its proper officers on that behalf this 28<sup>th</sup> day of April, 2004.

LAC LA RONGE INDIAN BAND

(seal)

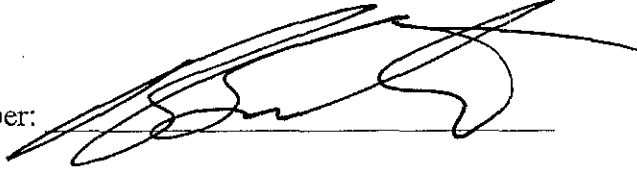
  
\_\_\_\_\_  
Chief

  
\_\_\_\_\_  
Administrator

IN WITNESS WHEREOF the seal of THE MINISTER OF GOVERNMENT RELATIONS has hereunto been affixed, duly attested by the hands of her proper officers and designates on her behalf this 28<sup>th</sup> day of April, 2004.

THE MINISTER OF GOVERNMENT  
RELATIONS  
for and on behalf of the Northern Saskatchewan  
Administration District

(seal)

per:   
\_\_\_\_\_

per: \_\_\_\_\_

## SCHEDULE "A"

### LAC LA RONGE REGIONAL WASTE MANAGEMENT CORPORATION

# BYLAWS

## ARTICLE I

### TITLE

- 1.01 This Bylaw may be cited as the Bylaws of the Lac La Ronge Regional Waste Management Corp.

## ARTICLE II

### DEFINITIONS

- 1.02 In this Bylaw:
- (a) "Agreement" means the multi-member agreement which establishes the Authority, and of which the Bylaws is a part;
  - (b) "Authority" means the Lac La Ronge Regional Waste Management Corp.;
  - (c) "Board" means the group of individuals that is selected from among the municipal representatives to manage the day-to-day business of the Authority;
  - (d) "Chairperson" means a member of the Board, elected to office at a meeting of the Board, and who is to preside over meetings of both the Board and the Authority;
  - (e) "Council" means the Council of a Municipality or First Nation;
  - (f) "First Nation" means an Indian Band as defined under the *Indian Act, 1985*, c.1-5;
  - (g) "Interim Authority Board" means the body whose responsibility it is to manage the establishment of the Authority, and which is made up of representatives from several of the municipalities and First Nations that intend to become the founding members of the Authority;
  - (h) "Liquid domestic sewage" means any remains or by-products which contain animal, mineral or vegetable matter in solution or suspension;
  - (i) "Minister" means the Minister responsible for municipalities under *The Northern Municipalities Act*;



**SCHEDULE "B"**

**REPARATION TO TOWN OF LA RONGE**

**for Past Services and Equipment Use**

**Section 3.1(a)**

**FOR RECYCLING:**

<b>PARTY</b>	<b>ASSESSED SHARE OF PAST COSTS</b>	<b>PARTY TO PAY</b>	<b>REPARATION TO BE PAID TO LA RONGE</b>
La Ronge	\$ 17,876.98	_____	<b>\$ 21, 502.20</b>
Air Ronge	\$ 6,260.55	\$ 6,260.55	_____
Lac La Ronge Band	\$ 13,930.54	\$ 13,930.54	_____
NSAD	\$ 1,311.11	\$ 1,311.11	_____
<b>TOTALS</b>	<b>\$ 39,379.18</b>	<b>\$ 21,502.20</b>	_____

**FOR LANDFILL:**

<b>PARTY</b>	<b>ASSESSED SHARE OF PAST COSTS</b>	<b>PARTY TO PAY</b>	<b>REPARATION TO BE PAID TO LA RONGE</b>
La Ronge	\$ 39,631.73	_____	<b>\$ 47, 668.53</b>
Air Ronge	\$ 13,879.10	\$ 13,879.10	_____
Lac La Ronge Band	\$ 30,882.81	\$ 30,882.81	_____
NSAD	\$ 2,906.62	\$ 2,906.62	_____
<b>TOTALS</b>	<b>\$ 87,300.26</b>	<b>\$ 47,668.53</b>	_____

**SCHEDULE "C"**

**REPARATION TO TOWN OF LA RONGE**

**for Rent of Building, Land and Premises**

**Section 3.1(a)(ii)**

<b>PARTY</b>	<b>ASSESSED SHARE OF RENT PER ANNUM FOR TEN YEARS COMMENCING EFFECTIVE DATE</b>	<b>RENT PAYABLE TO LA RONGE ANNUALLY</b>
La Ronge	—	<b>\$ 13,402.90</b>
Air Ronge	\$ 3,022.38	—
Lac La Ronge Band	\$ 6,725.18	—
NSAD	\$ 632.96	—
<b>TOTALS</b>	<b>\$ 13,402.90</b>	—

*Pd out*

**SCHEDULE "D"**

**FUNDING FOR AUTHORITY IN 2004**

**Section 3.1(b)**

The Parties acknowledge that a budget for the RWMA is currently being prepared and will be affixed to this document as Schedule "D-2" along with each Party's agreed assessed levy for operational cost sharing for 2004.

## **SCHEDULE "E"**

### **THIRD PARTY AGREEMENTS**

The Parties mutually agree that a third party agreement with Saskatchewan Environment shall be formalized and attached to this Agreement to Organize as part of this Schedule "E".

**SCHEDULE "E-2"**

**FUNDING FOR AUTHORITY IN 2004**

**Section 3.1(c)**

Agreement to Provide Waste Management Services to Saskatchewan Environment and Resource Management.

SCHEDULE "F"

TERRITORIAL JURISDICTION OF AUTHORITY

