

TOWN OF LUMSDEN

BYLAW NO. 5-2003

**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT RESPECTING
THE SHARED USE OF THE LUMSDEN RECYCLING FACILITIES**

The Council of the Town of Lumsden in the Province of Saskatchewan enacts as follows:

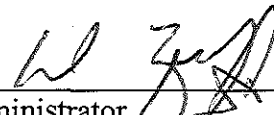
1. That pursuant to s. 175 and 140 of The Urban Municipality Act, 1984 the Council of the Town of Lumsden deems it expedient to enter into an agreement, to share the use and operation costs associated with its publicly owned Recycling facilities.
2. The Town of Lumsden is hereby authorized to enter into an agreement, attached hereto and forming part of this bylaw, with the Rural Municipality of Lumsden No. 189 to share the use and operation costs associated with Recycling Facilities, currently owned by the Town of Lumsden, the terms of which are attached hereto and marked as Exhibit "A"
3. The Mayor and Administrator of the Town of Lumsden are hereby authorized to sign and execute the attached agreement identified as Exhibit "A".
4. This bylaw shall come into force and take effect on the final passing thereof.

Read a first time this 24th day of February, 2003.
Read a second time this 10th day of March, 2003.
Read a third time this 24th day of March, 2003.



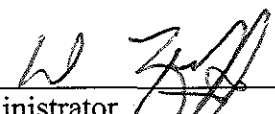
Mayor

SEAL



Administrator

Certified to be a true copy of Bylaw No. 5-2003
adopted by resolution of Council on the 24th day
of March, 2003.



Administrator

SEAL

Exhibit A to Bylaw No. 5-2003

MEMORANDUM OF AGREEMENT made this 24th day of March, 2003.A.D.

BETWEEN:

The Town of Lumsden
a municipal corporation in
the Province of Saskatchewan
(hereinafter referred to as "the Town")

OF THE FIRST PART

and

Rural Municipality of Lumsden No. 189

a municipal corporation in
the Province of Saskatchewan
(hereinafter referred to as "the R.M.")

OF THE SECOND PART

WHEREAS:

- A. Prior to this agreement a policy existed between the Parties, involving the sharing of rural Off Site Servicing fees with the Town. This policy was created to assist with increasing capital costs related to fire, landfill and recreation. The policy typically called for 40% of the servicing fees collected, to be shared with the adjacent urban municipality affected by the development; and
- B. This Off Site Service fee policy was intended to assist the respective urban municipality deal with a growing rural population, and increased demands for fire protection services, waste disposal services and recreation services; and
- C. It is understood that the Council of the Rural Municipality of Lumsden No. 189 decided in 2001 to move away from the Off Site Servicing fee sharing formula, and negotiate specific service related agreements for these essential services; and
- D. The Rural Municipality of Lumsden No. 189 does not currently provide recycling services to any of their residents. It is the desire of the rural Council that this agreement would result in better access, by rural residents, to specific recycling services owned by the Town of Lumsden; and
- E. The Parties have operated a Shared Recycling Program under a pilot program since September 1st 2001. The Parties have followed the criteria set out in this agreement during this pilot program period; and
- F. The Parties above mentioned deem it expedient to enter into an agreement for the said purpose to share the use and operation costs associated with Recycling Facilities, owned by *the Town*; and
- G. The Parties are empowered pursuant to s. 175 and 140 of The Urban Municipality Act, 1984 and s. 214.1 and 215.2 of The Rural Municipality Act, 1989 to enter into agreements with other municipalities to share the use and operation costs associated with Recycling Facilities; and
- H. The Parties wish to agree herein to terms upon which the shared use and operation cost sharing formula would be based; and
- I. The Parties further agree that this agreement does not refer or imply a joint cost sharing on any future capital land, buildings, machinery or equipment acquisitions, required to manage the recycling initiative.

NOW THEREFORE THIS AGREEMENT WITNESSETH:**1.0 DEFINITIONS**

- 1.1 The following words and phrases shall for the purposes of this agreement have the meanings ascribed to them in this Section 1.0:

"Annual per capita grant" means the amount to be paid by *the R.M.* to *the Town* as their share of joint operation costs for the year, based on the formula established in Schedule "A" to this agreement.

"Designated Areas" means separate sites within the Waste Disposal Site set aside for particular disposal of domestic waste or recyclables.

"Landfill Attendant" means the individual contracted by *the Town* to collect any applicable fees authorized under this agreement and inform and direct the public to the proper designated area(s).

"Recyclables or Recycle Products" means all whites, yard waste, wood, cardboard, white paper, newspaper, mixed paper, metal cans, plastic, glass, used oil, oil filters & batteries.

"Recycle Depot or Recycle Facilities" means the Town of Lumsden recycle depot and machinery or equipment located on 105 Second Ave. East (Block X, Registered Plan No. 95R20554 in the SW Quarter of Section 33, Township 19, Range 21, West of the Second Meridian).

"Refuse" means all wastes including domestic waste rubbish and street cleanings but not liquid domestic waste.

"Scavengers" means only persons, businesses or corporations authorized by *the Town* to collect domestic waste for removal from the Waste Disposal Site.

"Trade Refuse" means recyclable paper products, plastic products, glass products and aluminum and metal cans.

"Whites" means large metallic objects such as major appliances, water heaters, stoves, furnaces, washers, dryers, refrigerators, deep freezers, dishwashers, bed springs, fencing, gates, but shall not be limited to those items.

"Yard Waste" means wood, trees, shrubs, stumps, branches, leaves and grass.

"Users" means those individuals, corporations, contractors, and associations who:

- a) reside in *the Town* or *the R.M.* and wish to dispose of recycle products,
- b) operate a business in *the Town* or *the R.M.* and wish to dispose of recycle products,
- c) have been awarded a tender or contract in *the Town* or *the R.M.* and wish to dispose of recycle products,
- d) have received designation by *the Town* as an Approved Commercial Hauler or Approved Municipal Hauler and wish to dispose of recycle products.

"Unexpected Site Closing" means a period of time such as minute(s) hour(s) or day(s), where the site may be closed due to excessive rain, snow or other weather conditions, which make the road within the Waste Disposal Site impassable, or a personal emergency that must be attended to by the Landfill Attendant.

2.0 PROTOCOLS AND PROCEDURES

- 2.1. *The Town* agrees that in consideration of an annual grant from *the R.M.*, toward the shared use and operation of the *Recycle Facilities*, including building, machinery and equipment, the site shall be operated in accordance with the following terms and conditions set out herein.
- 2.2. *The Town* agrees that in consideration of an annual grant from *the R.M.*, toward the operation of the *Recycle Facilities*, *the R.M.* and its users authorized in section 1.0 shall be granted access to the *Waste Disposal Site* and *Recycle Depot* to dispose of recyclables at no charge.

3.0 TERMS OF AGREEMENT

- 3.1. The Parties agree that *users* shall be allowed access to the Waste Disposal Site, for the disposal of recycle products during the hours of operation designated in Bylaw NO. 4-2003:
- a) An attendant shall be present during certain hours of operation, to ensure that authorized users do not neglect, refuse or fail to undertake any of the provisions of this bylaw;
- 3.2. The Parties agree that *users* may dispose of recyclables seven (7) days a week during any reasonable time of day, at the *Recycle Depot* in Lumsden.
- 3.3. The Parties agree that recycling bins may in the future be installed in strategic locations in the R.M., to facilitate easy access to recycling by all rural residents.
- 3.4. The Parties may by complimentary resolutions passed by each Council, allow for the establishment of such strategic recycling locations mentioned in s 3.3.
- 3.5. The Parties may also through their annual budgets, and complimentary resolutions passed by each Council, allow for the shared acquisition of capital machinery and equipment necessary to transport the full bins to the Recycle Depot.
- 3.6. No person shall deface, destroy, or alter any bins, signs, gates or fencing at the Recycle Depot or any agreed strategic location within the rural municipality.
- 3.7. No domestic waste or refuse shall be deposited at the Recycle Depot or other recycling site.
- 3.8. Yard wastes and whites shall only be deposited in designated areas at the Waste Disposal Site.
- 3.9. No manure, grain, petroleum wastes (excepting used oils), and other comparable wastes shall be deposited at the Recycle Depot or other recycling site.
- 3.10. No Dead animals or Liquid domestic wastes shall be deposited at the Recycle Depot or other recycling site.
- 3.11. No person shall operate any vehicle transporting recyclables over any public highway unless the load is completely enclosed or covered with a tarpaulin or secured in such a manner that it shall be impossible for any part of the load of the said vehicle to escape.

4.0 ANNUAL PER CAPITA GRANT

- 4.1. In consideration of this Agreement, the R.M. covenants and agrees to pay to the Town:
- a) *On or before July 1st of each year during the currency of this Agreement, an annual per capita grant based on the formula set out in Schedule "A";*
- 4.2. The calculation for the Annual Operating Grant determined in Schedule "A" shall be based upon the consideration of prior year's *net operating expenditures* and prorated costs to each participating municipality based on population (*census numbers*).
- 4.3. *The Town* shall annually provide *the R.M.* with a calculation, in spreadsheet format, detailing the operating revenue and expenditures costs related to the Recycle Facilities and any capital machinery shared pursuant to section 3.5 of this agreement.

5.0 RECYCLING AND DISPOSAL PROCEDURES

- 5.1. The Parties to this agreement and the Landfill Attendant will encourage *users* to use the areas designated for recycling, as part of an overall waste minimization strategy.

5.2. Users will be allowed to dispose of following recycle products, free at the Waste Disposal Site or Recycle Depot, when sorted and disposed of in proper designated areas:

- a. Whites, yard waste, wood, branches/stumps, cardboard, white paper, newspaper, mixed paper, metal cans, plastic, glass, used oil, oil filters & batteries,

1.0 INDEMNIFICATION

1.1 The Parties expressly covenant and agree that the Other Party shall, in respect of third party claims of any nature arising from the provision of services under this agreement, indemnify and hold harmless and keep indemnified and held harmless the Other Party from and against all loss, costs, claims, expense, demands, claims, actions and causes of action asserted by third parties and in any way arising from performance or non-performance under this Agreement by the Parties or their authorized representatives. The within covenants of indemnity shall survive the termination of this Agreement with respect to any cause of action arising during the currency hereof.

2.0 TERMINATION

- 2.1 It is understood and agreed that this agreement shall be continuous, but may be terminated by either party hereto giving notice in writing to the other municipality, **ninety (90) days** prior to December 31st in any year.
- 2.2 Where written notice of termination has been provided subject to section 3.1, termination shall take effect on December 31st in the year proper notice is served.
- 2.3 However, nothing within this agreement shall negate the requirement for the R.M. to pay one final annual grant by July 1st of the year following termination.

3.0 GENERAL AND MISCELLANEOUS

- 3.1 The captions, section numbers, article numbers and Table of Contents (if any) appearing in this Agreement are inserted as a matter of convenience only and in no way define, limit, construe or describe the scope or intent of such clauses or articles and such captions, section numbers, article numbers and Table of Contents shall not in any way other than for reference purposes affect the interpretation or construction of this Agreement.
- 3.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.
- 3.3 Subject to the provisions hereof the parties are enabled to adjust the per capita population in Schedule "A" to reflect revisions from time to time due to changing Canada Census populations, otherwise, this Agreement may not be modified or amended except in an instrument in writing signed by the Parties hereto.
- 3.4 The words "hereof", "herein" and "hereunder" and similar expressions used in any section or subsection of this Agreement or the Schedules relate to the whole of this Agreement and not to that section or subsection only unless otherwise expressly provided. The words "*the Town*" and "*the R.M.*" shall mean respectively "*the Town, its successors and/or assigns*" and "*the R.M., its successors and/or assigns*".
- 3.5 If for any reason any term, covenant or condition of this Agreement, or the application thereof to any person or any circumstance, is to any extent held or rendered unenforceable or illegal then such term, covenant or condition:
- a) is and is deemed to be independent of the remainder of the Agreement and to be severable and divisible there from and its unenforceability or illegality does not affect, impair or invalidate the remainder of the Agreement or any part thereof; and
- b) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstance other than those to whom it has been held or rendered unenforceable or illegal.

3.6 Neither Party is obliged to enforce any term, covenant or condition in this Agreement against any person, if, or to the extent by doing so, such Party is caused to be in breach of any laws, regulations or enactments from time to time in force

3.7 Any notice or demand required or permitted to be given to all affected Parties hereto pursuant to this Agreement shall be in writing and may be delivered to the Party in person (or to its authorized agent) or by sending it by prepaid registered mail, addressed:

- *In the case of the Town, to:*

Town of Lumsden
P.O. Box 160
Lumsden, SK S0G 3C0

- *And in the case of the R.M., to:*

Rural Municipality of Lumsden No. 189
P.O. Box 160
Lumsden, SK S0G 3C0

or to such alternate address in Saskatchewan as either Party may by notice from time to time advise any such notice, demand, request or consent is conclusively deemed to have been given or made on the day upon which such notice, demand, request or consent is delivered, or, if mailed, then forty-eight (48) hours following the date of mailing, as the case may be, and any time period referred to therein commences to run from the time of delivery or forty-eight (48) hours following the date of mailing, as the case may be. If postal service is interrupted or substantially delayed, any notice, demand, request or other instrument shall be hand-delivered.

3.8 Time is of the essence of this Agreement and of every part thereof.

3.9 This agreement shall be binding upon and endure to the benefit of the Parties, their respective successors and representatives.

THIS AGREEMENT executed the day and date first above written by the affixing of the appropriate signatures for all parties.

TOWN OF LUMSDEN



 Mayor

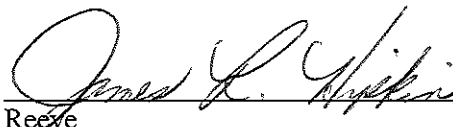


 Administrator

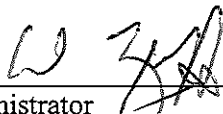


SEAL

RURAL MUNICIPALITY OF LUMSDEN No. 189



 Reeve



 Administrator

SEAL

Schedule "A" attached to Exhibit A and forms part of Bylaw NO. 5-2003**2001 Census**

1,581 –Town Population
1,646 –RM Population
3,227 –Combined population

66% of RM population based on recent census population figures shall be deemed as having reasonable access to the Recycling Depot.

1646 x 66% = 1,086 (RM Pop–access to Recycling Depot)

1,581 –Town Population
1,086 –RM Population
2,667 –Combined population

1,086 (RM population) X \$4.00 Annual per capita grant = \$4,344.00