

AGREEMENT TO ORGANIZE

This Agreement is made effective this 28th 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.

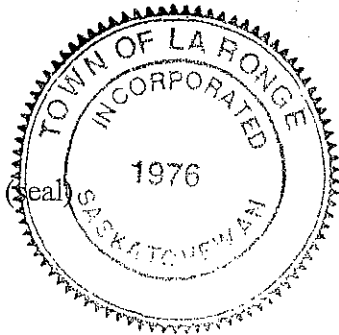
14. COUNTERPARTS

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 28th 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 28th 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 28th day of April, 2004.




NORTHERN VILLAGE OF AIR RONGE

Mayor [Signature]
Administrator Ronise 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 28th day of April, 2004.

LAC LA RONGE INDIAN BAND

(seal)



Chief

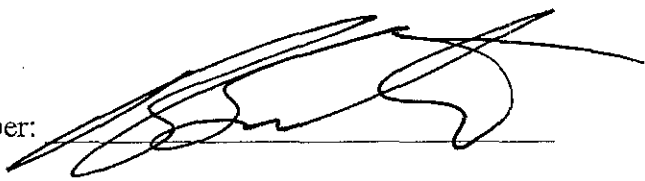


Administrator

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 28th 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:

PARTY	ASSESSED SHARE OF PAST COSTS	PARTY TO PAY	REPARATION TO BE PAID TO LA RONGE
La Ronge	\$ 17,876.98	_____	\$ 21, 502.20
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	_____
TOTALS	\$ 39,379.18	\$ 21,502.20	_____

FOR LANDFILL:

PARTY	ASSESSED SHARE OF PAST COSTS	PARTY TO PAY	REPARATION TO BE PAID TO LA RONGE
La Ronge	\$ 39,631.73	_____	\$ 47, 668.53
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	_____
TOTALS	\$ 87,300.26	\$ 47,668.53	_____

SCHEDULE "C"

**REPARATION TO TOWN OF LA RONGE
for Rent of Building, Land and Premises
Section 3.1(a)(ii)**

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

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"

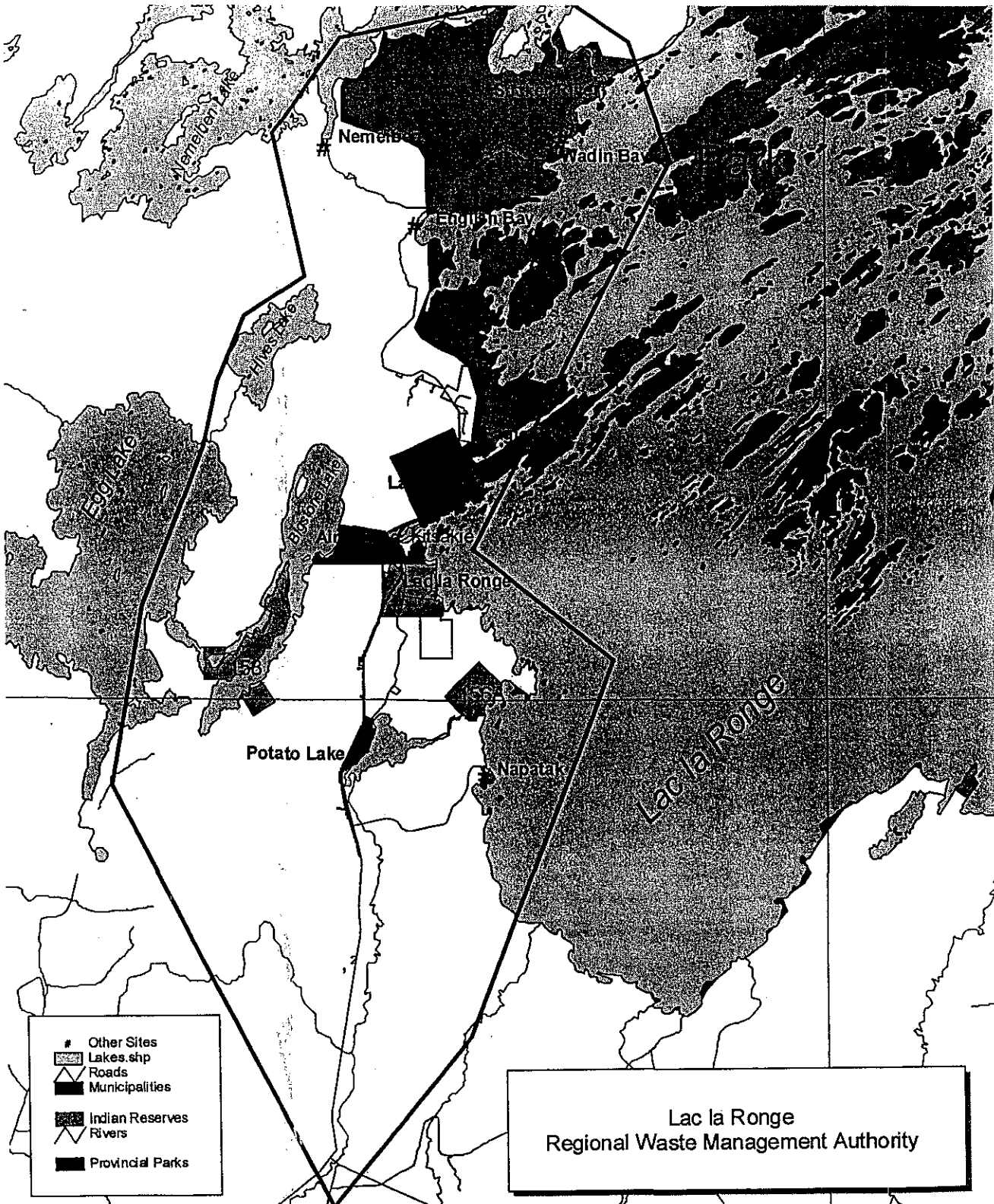
FUNDING FOR AUTHORITY IN 2004

Section 3.1(c)

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

SCHEDULE "F"

TERRITORIAL JURISDICTION OF AUTHORITY



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) "Indian Band" 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*;

- (j) "Municipality" means an urban or northern municipality as defined under *The Northern Municipalities Act*;
- (k) "representative" means the individual appointed to represent the municipality on the Authority after the Authority is established;
- (l) "ward" means the Party that is entitled to appoint a member, or members, of the Board;
- (m) "waste" means the remains, by-products and discarded materials typically resulting from residential, commercial, institutional, industrial, agricultural and construction activities but does not include liquid domestic sewage;

2.01 In this Bylaws 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.

2.02 The headings used in these Bylaws 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.

ARTICLE III

OBJECTIVES OF THE AUTHORITY

3.01 To plan, implement and operate an integrated regional waste management system serving the Authority's members with an environmentally appropriate waste management service at a reasonable cost.

ARTICLE IV

MEMBERSHIP IN AUTHORITY

4.01 Appendix A contains the membership list, which may be updated according to new and withdrawing members.

4.02 The population calculation for each member utilized for any purpose by the Authority will be determined annually by the Board.

4.03 Membership in the Authority is for an indefinite term and may only be withdrawn pursuant to the provision of Article 8: Withdrawal / Expulsion from Membership.

4.04 Member in the Authority is not transferable, assignable or saleable.

4.05 Each member shall pass a resolution joining and participating in the Authority.

ARTICLE V

CLASSES AND VOTING PRIVILEGES OF MEMBERS OF THE AUTHORITY

- 5.01 There shall be one class of Members of the Authority.
- 5.02 Each Member is entitled to vote at all general and special meetings of members of the Authority.

ARTICLE VI

JOINING MEMBERSHIP

- 6.01 New member applications must be in writing and must be approved by an authorizing instrument from the applicant. The Board chairperson shall deal with the application according to the provisions of Article 14.
- 6.02 An application for membership must receive approval of 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.
- 6.03 Following approval of the membership application, the applicant shall pass an appropriate resolution accepting in its entirety, the provision of the agreement establishing the Lac La Ronge Regional Waste Management Corporation and shall forward a certified true copy of that resolution to the Authority.
- 6.04 Reorganization of the wards in the Authority to accommodate the new member must be approved unanimously by the Members of the Authority and enacted according to the provisions of Article 31.01.

ARTICLE VII

FINANCIAL CONTRIBUTION BY NEW MEMBERS

- 7.01 A new Member joining the Authority shall pay a pro-rated capital funding assessment based on such factors as the Board will determine appropriate relative to the total capital assessment paid by the existing Authority members since the creation of the Authority, or such capital assessment as is specified by the Authority at the time the Member joins.
- 7.02 A new Member joining the Authority shall pay an operational funding assessment based on the operations assessment for the year in which it joins but prorated to cover only the part of the year in which it was a member.

ARTICLE VIII

WITHDRAWAL / EXPULSION FROM MEMBERSHIP

- 8.01 A Member of the Authority may withdraw from the Authority by delivering to the Authority and to the other members of the Authority written notice of its intention to withdraw. Should a Member of the Authority decide to withdraw its withdrawal notice after it has given notice it may cancel the notice by delivering a written retraction to the Authority and the other members of the Authority.
- 8.02 The notice to withdraw must be received by the Authority and the other members of the Authority at least one year prior to the date of withdrawal. The effective date of withdrawal may only be December 31 of a particular year.
- 8.03 A member of the Authority that withdraws from the Authority loses its right, effective the date that written notice to withdraw is received by the Authority, to participate in decisions regarding capital budgeting, overexpenditure, borrowing, new members and expulsion of members. The withdrawing member of the Authority retains its right to participate in decisions regarding operational budgeting, appointment of Board members and amendments to the Agreement or the Bylaws until the effective date of withdrawal.
- 8.04 The Authority may expel from membership a member of the authority that refuses to meet its financial obligation to the Authority. Written notice of the intention to expel may be served on the member of the authority 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 members of the authority. After written notice has been delivered to the member to be expelled, that member may appeal the decision with claims supporting these. The position being presented to oppose the expulsion must be made within thirty (30) days of receipt of the notice to expel. The Authority will cast the final decision with respect to an appeal. The Authority may withdraw waste management services to the member of the Authority effective the date of service of the notice to expel.
- 8.05 The notice to expel shall be effective sixty (60) days after the member of the Authority has received it, unless the member in that period of time completely fulfills its financial obligation to the Authority. The notice shall be considered withdrawn on the date that the financial obligation is met.
- 8.06 A member of the Authority 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.
- 8.07 Reorganization of the wards in the Authority to accommodate a withdrawal or expulsion must be approved by the members of the Authority and enacted according to the provisions of Article 31.01.
- 8.08 A member of the Authority that has withdrawn, or been expelled, from the Authority and wishes to rejoin shall be treated as if it were a new applicant.

ARTICLE IX

FINANCIAL CONTRIBUTION BY WITHDRAWING / EXPELLED MEMBERS

- 9.01 A member of the Authority withdrawing from the Authority is required to make all payments due under the agreement until the effective withdrawal date.
- 9.02 A member of the Authority expelled from the Authority is required to pay its entire capital assessment due under the agreement for the year in which it was expelled.
- 9.03 Upon withdrawal, or expulsion, a member of the Authority loses any right to recover any money, paid in accordance with the agreement, from the Authority or the other members of the authority, or to make any claim arising from payment of money made in accordance with the agreement to, or the use of that money by the Authority.

ARTICLE X

TERM OF APPOINTMENT FOR MEMBERS OF THE AUTHORITY

- 10.01 The Council or controlling entity of each member of the Authority shall by appropriate resolution appoint a representative to the Authority in January of each year. A vacancy arising from any cause during the term of appointment shall be filled for the balance of the term at the first regular meeting of the Council or entity after the vacancy occurs.
- 10.02 Any resident and/or rate-payer of the member of the Authority may be a representative unless they are an Authority employee or otherwise are in an actual or perceived substantial conflict of interest.

ARTICLE XI

GENERAL MEETING OF MEMBERS

- 11.01 The general meeting of Authority members shall be held between April 1 and April 30 in each year.
- 11.02 At least fourteen (14) days written notice of a general meeting of the Authority shall be given to each representative and each member of the Authority.
- 11.03 Meeting of the general membership must be held a minimum of three (3) month intervals.

ARTICLE XII

SPECIAL MEETINGS OF MEMBERS

- 12.01 The Chairperson may call a special meeting of the Authority at any time and shall always do so upon the written request of at least 25% of the members.

- 12.02 Where the Chairperson calls a special meeting of the Authority he shall give at least five (5) days notice in writing, or by other means, to each representative and each member of the Authority, and shall indicate the matters for discussion at the special meeting.

ARTICLE XIII

RULES OF GENERAL OR SPECIAL MEETINGS OF MEMBERS

- 13.01 No business shall be transacted at any general or special meeting of the Authority until a quorum is present.
- 13.02 A quorum shall be at least 50% of the members of the authority, and these members must represent at least two-thirds of the total population of the members of the Authority.

ARTICLE XIV

POWERS AND DUTIES OF THE MEMBERS

- 14.01 Authority members may make decisions governing:
- the procedure and policy for Authority meetings;
 - the operating and capital budget;
 - budget overexpenditure;
 - borrowing;
 - admitting new members of the authority;
 - expulsion of members of the authority; and
 - amendments to the Authority Agreement and Bylaws.
- 14.02 Decisions of the Authority may be made or amended at a general or special meeting of Members of the Authority. Decisions of the Authority will be binding where they are approved at a properly called meeting by at least 50% of the members of the Authority, and these approving members must represent at least two thirds of a total population of the members of the Authority.
- 14.03 Where a member has submitted a proposal pursuant to Article 14.01, the Chairperson shall include the proposal on the agenda for the general Authority meeting unless:
- the proposal was not received by the Chairperson at least ten (10) days before the date of the general meeting;
 - the proposal is primarily for the purpose of redressing a personal grievance or for the purpose of promoting general economic, political, racial, religious, social or similar cases;
 - substantially the same proposal was considered, and defeated, by the Authority within the two (2) years preceding the general meeting. Notwithstanding, the Board may require the Chairperson to include this type of item on the agenda if a majority of the Board directs that this be done within the two (2) year period;
- 14.04 If a proposal is rejected by the Chairperson, the Chairperson shall notify the member in writing within three (3) days of receiving the proposal and shall indicate why the proposal has been rejected.

ARTICLE XV

COMPOSITION OF THE BOARD

- 15.01 The Board shall be made up of representatives of the following constituencies:
- Ward 1: Two (2) representatives appointed by the Council of the Town of La Ronge.
 - Ward 2: One (1) representative appointed by the Council for the Northern Village of Air Ronge.
 - Ward 3: Two (2) representatives appointed by the Council for the Lac La Ronge Indian Band.
 - Ward 4: One (1) representative appointed by the Northern Saskatchewan Administration District, or its successor, which shall represent the unincorporated regions in the territory in which the Authority is to operate, as defined in the Parties' Agreement to Operate, as may be amended from time to time.
 - Ward 5: One (1) representative at large appointed annually by the Board in consideration of skill sets deemed required by the Board.
- 15.02 A Board member remains entitled to vote at general and special Authority meetings as representative of his or her member of the Authority.

ARTICLE XVI

ACCOUNTING BY THE AUTHORITY

- 16.01 The Authority shall annually appoint an Auditor.
- 16.02 The Authority shall keep distinct and regular accounts of its receipts, payments, assets and liabilities.
- 16.03 The auditors of the Authority shall annually audit the accounts identified in Article 16.01 using generally accepted and appropriate audit procedures. The audit shall be completed by March 31.
- 16.04 The audit shall be presented at the general meeting of the Authority.

ARTICLE XVII

ANNUAL REPORT

- 17.01 The Authority shall prepare an annual report by March 31 of each calendar year.
- 17.02 The report shall be presented to each Member of the Authority and the provincial agency responsible for environmental protection.

ARTICLE XVIII

PURPOSE OF THE BOARD

18.01 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 waste management system.

ARTICLE XIX

POWERS OF THE BOARD

19.01 In the course of operating the waste management systems the Board will be responsible for planning, implementing and operating programs and activities related to the management, minimization and disposal of waste within the Authority boundaries using powers which include, but are not restricted to:

- the reduction, reuse, recycling or recovery of waste;
- entering agreements to carry out any of the Authority's purpose;
- hiring employees, including management employees, and establishing the terms of employment for those employees, including their layoff or dismissal;
- charging and collecting fees to users, other than the participating members of the authority, or the programs, activities or works established by the Authority;
- establishing committees to research and report to the board regarding any aspects of the Authority's mandate or any of the programs proposed or undertaken by the Authority;
- preparing a budget which will provide the resources to fulfil the authority's mandate;
- proposing borrowing funds as required to meet the established budget;
- acquiring, using and disposing of any necessary real or chattel property; and
- annually setting the remuneration and expense amounts for Board officers, Board members, and representatives to the Authority.

ARTICLE XX

OFFICERS OF THE BOARD

- 20.01 The Board will annually elect from among its members a Chairperson, Vice-Chairperson and Secretary-Treasurer. The election will be by majority vote.
- 20.02 The 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.

ARTICLE XXI

RESIGNATION BY THE CHAIRPERSON

- 21.01 Where the Chairperson vacates the chair for any cause, the Vice-Chairperson shall act as Chairperson until the next Board meeting.
- 21.02 At the next Board meeting following the vacancy in the chair, the Vice-Chairperson shall indicate his interest in running for the office of Chairperson by putting his name forward together with any other member of the Board who wishes to be a candidate for the office.
- 21.03 If the Vice-Chairperson is elected as Chairperson he shall immediately assume that office and have the Board elect another Vice-Chairperson.
- 21.04 If the Vice-Chairperson is not interested in running for the office of Chairperson, if is not elected as Chairperson further to his candidacy, he will cease acting as Chairperson, and resume the office of Vice-Chairperson, except as otherwise provide in this Bylaws, upon the election of a new Chairperson.
- 21.05 The Chairperson elected to fill a vacancy in the chair holds the office for the unexpired term of his predecessor.

ARTICLE XXII

REGISTRATION BY THE VICE-CHAIRPERSON OR SECRETARY-TREASURER

- 22.01 Where the Vice-Chairperson or Secretary-Treasurer vacates his office for any cause, the Board shall elect a new Vice-Chairperson or Secretary-Treasurer, as the case may be, at the next Board meeting.
- 22.02 The Vice-Chairperson or Secretary-Treasurer elected during a term of office holds the office for the unexpired term of his predecessor.

ARTICLE XXIII

MISCONDUCT BY AN OFFICER OR BOARD MEMBER

- 23.01 A Board officer or member shall:
- disclose that he or his agent, partner, spouse, parent or child has an interest in land, buildings or corporations that could make a financial profit (hereinafter referred to as a pecuniary interest) from a Board decision;
 - 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;
 - excuse himself from the Board meeting so as not to be involved with or be seen to be involved with making or influencing the Board's decision where he, his agent, partner, spouse, parent or child has a pecuniary interest in the decision; and

- 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.
- 23.02 A Board officer or member shall not misuse Authority funds or monies or otherwise breach his or her fiduciary duty to the Authority.
- 23.03 Where a Board officer or member has contravened Article 23.01 or Article 23.02:
- (a) The Board may make a resolution requesting the officer or member to resign from the Board; or
 - (b) The Chairperson, at his own initiative, may call a special Board meeting pursuant to Article 25.01 or shall be obliged to call a special Board meeting pursuant to Article 25.01 to have a resolution passed that the officer or member resign from the Board, resign as a representative to the Authority, or any combination of the two.
- 23.04 Where a resolution has been passed pursuant to Article 23.03(b) the Board officer or member shall be deemed to have resigned from the Board, to have resigned as a representative to the Authority, or any combination of the two. On such resolution, the officer or member may appeal the resolution within thirty (30) days of passing.
- 23.05 Board officer or member shall not be absent from three consecutive Board meetings without sufficient cause.
- 23.06 Where a Board officer or member has contravened Article 23.05, the Board may make a resolution requiring the officer or member to resign from the Board. On such resolution, the officer or member may appeal the resolution within thirty (30) days of passing.

ARTICLE XXIV

GENERAL MEETINGS OF THE BOARD

- 24.01 In each calendar year, the Board will hold its first meeting of that year within forty-five (45) days of the commencement of the calendar year. Thereafter, the Board will meet at least once every two months.
- 24.02 The date for each Board meeting will be set at the preceding Board meeting. Each Board member and each member of the authority will be notified of the date by written notice no less than seven (7) days prior to the meeting.

SPECIAL MEETING OF THE BOARD

- 25.01 The Chairperson may call a special meeting of the Board at any time and shall always do so upon written request of at least three (3) of the Board members.
- 25.02 There the Chairperson calls a special meeting of the Board he shall give at least one (1) day's notice in writing, or by other means, to each Board member and shall indicate the matters for discussion at this special meeting.

RULES FOR GENERAL OR SPECIAL MEETINGS OF THE BOARD

- 26.01 No business shall be transacted at any general or special meeting of the Board until a quorum is present.
- 26.02 Decisions of the Board will be binding where there is support of at least 50% of the members of the authority present which represent wards comprising at least two-thirds of the total population of the members of the authority.
- 26.03 Minutes shall be kept of each meeting and approved by the Board as to the accuracy and completeness at the subsequent meeting. A copy of the minutes of each meeting will be distributed to each Board member and to each Member of the Authority within fourteen (14) days after their approval.

ENTERING INTO AGREEMENTS

- 27.01 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.

BUDGET FOR THE AUTHORITY

- 28.01 The Board shall draft a budget to be presented to the Authority for approval at the Authority general meeting.
- 28.02 Upon approval of the budget the Board shall not incur an expenditure or debt in excess of the budget without the prior approval of the Authority.

EMPLOYEES OF THE AUTHORITY

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

COMMITTEES

- 30.01 The Board may create Advisory Committees and may assign duties to them.
- 30.02 Where an Advisory Committee is created by the Board:
- a Committee Chairperson shall be appointed from among the Board members by the Board Chairperson, subject to confirmation by the Board;
 - other Committee members shall be appointed by the Board;
 - the number of Committee members shall be determined by the Board;
 - Committee participants may meet, adjourn, and otherwise regulate their meetings as they may determine.

AMENDING PROCEDURE

31.01 Amendments to these Bylaws must be made in writing and approved by 50% of the membership of the Authority with Wards comprising of two-thirds of the population in the Authority and in compliance with *The Northern Municipalities Act* and the *Indian Act, 1985*.

DISTRIBUTION OF PROPERTY

32.01 Upon liquidation and dissolution of the Authority, any remaining Authority property shall be transferred pro rata to the members of the Authority that were members of the Authority during the calendar year in which the Authority was liquidated and dissolved in proportion of the members' respective capital contributions.

32.02 Members of the Authority, pursuant to Article 32.01, shall divide any remaining Authority property on a pro rata basis according to the current population benchmark, assessed property value, and net worth after liabilities.

Enacted this 28th day of April, A.D. 2004.

Chairperson

Secretary

APPENDIX "A"

LAC LA RONGE REGIONAL WASTE MANAGEMENT CORPORATION

LIST OF AUTHORITY MEMBERS:

Ward 1	Town of La Ronge
Ward 2	Northern Village of Air Ronge
Ward 3	Lac La Ronge First Nation
Ward 4	Northern Saskatchewan Administration District
Ward 5	Member at Large: appointed by Authority Board

Coralie Ylloja

To: Mitch Holash (E-mail)
Subject: Information required for Regional Waste Authority

Based on the yearend audited financial statements the following is owed for 2003 to the Town of La Ronge. Saskatchewan Environment has all ready paid \$8850.00 (Their share is calculated at 8,055.86). I believe this to be a fair estimate as Sask Environment should ultimately have some cost to using the building and equipment that they do not want to cost share in.

Recycling:

La Ronge	17,876.98
Air Ronge	<u>6,260.55</u>
Lac La Ronge Indian Band	13,930.54
Government Relations and Aboriginal Affairs	1,311.11
	<hr/>
	39,379.18

Landfill:

La Ronge	39,631.73
Air Ronge	<u>13,879.10</u>
Lac La Ronge Indian Band	30,882.81
Government Relations and Aboriginal Affairs	2,906.62
	<hr/>
	87,300.26

What is Owing on The Building for the Portion the Town had to pay over and above the government grants is \$141,932.32 divided as follows:

La Ronge	64,433.07	<i>10-year pay-out figure Dec 9/04 chg #8708</i>
Air Ronge	<u>22,564.57</u>	
Lac La Ronge Indian Band	50,209.12	
Government Relations and Aboriginal Affairs	4,725.56	

RE: Lease Fees

RE: Schedule B+C

Last payment in 2013

To: Dave Z.
(2 pages)

Amortization Table

The amortization table at the end of this worksheet calculates the principal and interest payments, ending balance, and cumulative interest for any 48 consecutive payment periods of a loan.

- ◆ To use the table, change the values in the Initial Data section of the worksheet.
- ◆ To print the table, choose Print from the File menu. The print area is set to A1:G77.
- ◆ If you increase the term of the loan or the number of payments, you will need to add more payment periods to the table. Select cells A75:G77, then drag the Fill handle (+) into the cells below the table.
- ◆ Most formulas on this worksheet are contained in defined names. To see the names and formulas, choose Name from the Insert menu, and then choose Define. Select a name from the list ('Amortization Table!Interest, for example).

Initial Data

LOAN DATA

Loan amount:	\$50,209.12
Annual interest rate:	5.70%
Term in years:	10
Payments per year:	1
First payment due:	1/01/04

TABLE DATA

Table starts at date:	
or at payment number:	1

PERIODIC PAYMENT

Entered payment:	
Calculated payment:	\$6,725.18

The table uses the calculated periodic payment amount, unless you enter a value for "Entered payment."

CALCULATIONS

Use payment of:	\$6,725.18
1st payment in table:	1

Beginning balance at payment 1:	\$50,209.12
Cumulative interest prior to payment 1:	\$0.00

Table

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
1	1/01/04	50,209.12	2,861.92	3,863.26	46,345.86	2,861.92
2	1/01/05	46,345.86	2,641.71	4,083.47	42,262.39	5,503.63
3	1/01/06	42,262.39	2,408.96	4,316.23	37,946.16	7,912.59
4	1/01/07	37,946.16	2,162.93	4,562.25	33,383.91	10,075.52
5	1/01/08	33,383.91	1,902.88	4,822.30	28,561.62	11,978.40
6	1/01/09	28,561.62	1,628.01	5,097.17	23,464.45	13,606.42
7	1/01/10	23,464.45	1,337.47	5,387.71	18,076.74	14,943.89
8	1/01/11	18,076.74	1,030.37	5,694.81	12,381.93	15,974.26
9	1/01/12	12,381.93	705.77	6,019.41	6,362.52	16,680.03
10	1/01/13	6,362.52	362.66	6,362.52	0.00	17,042.70