

TOWN OF EATONIA

BYLAW NO. 7/14

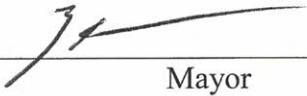
A BYLAW TO PROVIDE FOR ENTERING INTO A
MEMORANDUM OF UNDERSTANDING AGREEMENT

WITH THE FOLLOWING MUNICIPALITIES:

RM OF SNIPE LAKE NO. 259
R.M. OF NEWCOMBE NO. 260
R.M. OF CHESTERFIELD NO. 261
TOWN OF ESTON

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

1. The Town of Eatonia is hereby authorized to enter into a Memorandum of Understanding Agreement identified as Schedule "A" that is attached to and forms a part of this bylaw for the purpose of establishing a Rural 44 Water Pipeline Committee to advise the parties and guide development in the specific area.
2. The Mayor and Administrator of the Town of Eatonia are hereby authorized to sign and execute the attached Agreement identified as Schedule "A".
3. Given 1st, 2nd, and 3rd readings and adopted the 8th day of December, 2014.

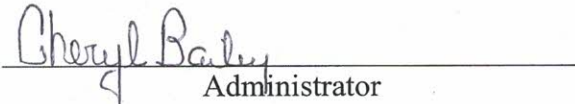


Mayor



Administrator


Certified a true copy of
Bylaw No. 7/14 adopted
by resolution of Council
on the 8th day of
December, 2014.



Administrator



Memorandum of Understanding
Between
The R.M. of Snipe Lake No. 259, and,
The R.M. of Newcombe No. 260, and
The R.M. of Chesterfield No. 261, and
The Town of Eatonia, and
The Town of Eston

*This is the actual
first page of the
M.O.U. that the
R.M. of Newcombe
passed. Just for
everyones' reference.*


THE PARTIES AGREE AS FOLLOWS:

1. Definitions:

In this agreement:

- (a) "Affiliated Municipalities" means the municipalities party to this agreement;
- (b) "Committee" means the collective members' representing the affiliated municipalities; commonly known as Rural 44 Water Pipeline Committee.
- (c) "Region" will refer to The Rural Municipality of Snipe Lake No. 259, The Rural Municipality of Newcombe No. 260, The Rural Municipality of Chesterfield No. 261, and The Town of Eatonia and The Town of Eston.

2. Terms of Agreement:

- (a) The initial term of this Agreement shall be from December 11, 2014 to December 31, 2015 unless specified otherwise in the Agreement. Thereafter, the agreement may be renewed at the discretion of the affiliated municipalities.
- (b) This agreement may be amended by mutual consent of all affiliated municipalities unless specified otherwise in this Agreement.
- (c) It is agreed by the affiliated municipalities that the Committee shall meet at least once a year to review the terms and conditions of the agreement.

3. Inter-Municipal Cooperation:

- (a) The municipalities agree to create a recommending body known as the Committee.
- (b) The Committee will meet on an as required basis and will develop recommendations to take back to their respective Councils for a decision on matters related to regional and community planning affecting the Rural Municipalities, and the Towns involved as well as their residents.
- (c) The topics to be discussed by the Committee will include:
 - i. The provision of Water Pipeline services between the affiliated municipalities.

4. Communications:

- (a) Internal Communications: All municipal offices and consultants will be sent budgets, communications and policy information to be forwarded to applicable committee members and councils.

Memorandum of Understanding

Between

The R.M. of Snipe Lake No. 259, and,

The R.M. of Newcombe No. 260, and

The R.M. of Chesterfield No. 261, and

The Town of Eatonia, and

The Town of Eston

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2. Terms of Agreement:

- (a) The initial term of this Agreement shall be from _____, _____ to _____, _____ unless specified otherwise in the Agreement. Thereafter, the agreement may be renewed at the discretion of the affiliated municipalities.
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- (c) The topics to be discussed by the Committee will include:
 - i. The provision of Water Pipeline services between the affiliated municipalities.

4. Communications:

- (a) Internal Communications: All municipal offices and consultants will be sent budgets, communications and policy information to be forwarded to applicable committee members and councils.

- (b) External Communications: Communications sent out by or on behalf of Committee should be reviewed and approved by all committee members. In the case Committee members are not available to review the communication in a timely manner then each organization will appoint a back-up person to review and approve communications on behalf of the organization.

5. Members of Committee:

- (a) The committee will consist of 1 (one) council members appointed by each affiliated municipality.
- (b) Each affiliated municipality shall designate an alternate Council member, who shall attend the meetings with the appointed Council member whenever possible.
- (c) Only one vote per affiliated municipality, and if there shall be a tie then the vote shall be deemed lost, as The Municipalities Act S.102.
- (d) Each member of the committee will remain a member until a new member has been appointed by their municipality or the municipality is no longer a member of the committee.
- (e) The Committee shall designate one of the members to be the chairperson and another member to be the vice-chairperson of the committee.
- (f) The Administrator of each municipality will be advisory staff to the Committee, responsible to develop agendas and recommendations on all matters, and for forwarding all recommendations from the Committee to their respective Councils.
- (g) The addition of members from other adjacent municipalities will be at the discretion of the Committee. The Committee may determine the conditions and provisions for the addition of new members.

6. Powers of the Committee:

- (a) A majority of the members of the committee constitutes a quorum for the transaction of business.
- (b) The committee may regulate its own procedure and business, and in general shall follow procedures consistent with The Municipalities Act.
- (c) The committee may establish procedures for the Affiliated Municipalities that allow for the holding of joint public meetings.
- (d) The committee may appoint any consultants or employees that may be necessary for the exercise of any of its powers or the performance of any of its duties and fix their remuneration.
- (e) The committee may appoint advisory committees consisting of one or more of the members or any other person.

7. Duties of the Committee:

- (a) The Committee will prepare a regional plan that outlines the priorities of the Affiliated Municipalities and provides consistent regulations for a regional landfill.
- (b) The Committee may also:
 - ii. Hold a public meeting and publish information for the purpose of obtaining the participation and co-operation of the residents of the region.

- (c) The committee may pay for any remuneration and expenses of the person it appoints at rates established by the committee or for costs associated with the workings of the committee at rates established by the committee and approved by the affiliated municipalities.

8. Dispute Resolution:

- (a) In the event that dispute over any issue related to or addressed under this agreement should occur between Affiliated Municipalities;
 - iii. The Committee will meet and attempt to resolve the dispute.
 - iv. In the event the Committee is unable to resolve an issue, the next step will be to seek the assistance of mediation.
 - v. In the event a dispute cannot be resolved through Steps 1 and 2, either party may appoint an arbitrator whose decision shall be final and binding upon both parties. *The Arbitration Act* of Saskatchewan in force from time to time shall apply to arbitration proceedings commenced pursuant to the Agreement.

IN WITNESS WHEREOF the parties have affixed their corporate seals as attested by the duly authorized signing officers of the parties as this 11th day of December, 2014.



R.M. of Snipe Lake No. 259

J. O. Koerl

Reeve

D. Shaw

Administrator



R.M. of Newcombe No. 260

[Signature]

Reeve

[Signature]

Administrator



R.M. of Chesterfield No. 261

[Signature]

Reeve

[Signature]

Administrator



Town of Eatonia

[Signature]

Mayor

[Signature]

Administrator



Town of Eston

[Signature]

Mayor

[Signature]

Administrator