

Wednesday, January 20, 2010

Delegation 501

Mr. Bruce Evans, Mayor
City Councilors
Town of White City
14 Ramm Avenue East
White City, SK
S4L 5B1

Mr. Mayor and City Councillors:

This is to respectfully request a meeting with the full Council, or alternatively with the Planning & Development Committee of the White City Council, as Council sees best.

The objective of the meeting is to review the strategic vision and strategic design of Clear Vistas within White City, and to resolve a number of immediate issues that govern the ongoing design of Clear Vistas within White City.

Council will appreciate that tremendous effort and resources are being committed to the design and development of Clear Vistas. For example, please find attached the Clear Vistas Discussion Proposal for a Prairie Arts Pavilion and Arts Village – which will establish a vibrant heart in the Town Village, and shape the character of Clear Vistas and White City as an upscale centre of world class creativity.

In order to pursue the design of Clear Vistas, crucial fundamental decisions are being developed at this time that are forming the foundation of the design. Moreover, the Clear Vistas project will impact on the development planning and financing decisions of the Town of White City.

It is essential that Council understands the thinking that underlies the strategic vision and design of Clear Vistas as an integrated community within White City, and that Council and Clear Vistas share a common sense of the unfolding of this community within White City – from both the planning and financial perspectives. At this time, the Clear Vistas project offers limitless possibilities to establish a national destination of excellence. We are doing what it takes to realize those possibilities – and we ask that we may meet with Council to ensure that the fundamental designs are being strategically well developed, and in particular that the foundation decisions underlying the design are favoured by Council – or alternatively, that we clarify the directions that would be favoured by Council.

Further, we ask that we may meet with Council, to begin to address the vital issues of financing the needed services and infrastructure, and to ensure that we may work together to resolve these issues in a manner that supports the long-term stability and prosperity of the Town of White City.

We propose to address the following at a session with Council:

- the placement and broad structure of the Town Village;
- the orientation and flows of the western north-south tributary of Chuka Creek, which is planned to run through the eastern portion of the Town Village;
- the road network design and traffic flows of Clear Vistas and particularly of Betteridge Road, and the orientation [fronting / backing] of structures facing onto Betteridge Road;
- the development of the Prairie Arts Pavilion and Arts Village;
- the landscaping, functions and maintenance of the extensive parks and green network;
- clarification of the White City zoning bylaw provisions;
- clarification of infrastructure funding and servicing agreements;
- street names;
- and others.

Thank you all very much. We look forward to meeting with you and to a wonderfully creative and productive session.

Respectfully submitted,



Michael Katz

Project Manager



Town Manager

To: Mayor and Members of Council

February 1, 2010

Re: A Bylaw to Provide for the Wastewater Management Authority
- RM of Edenwold 158 and White City

Background

In December 2008, Council adopted *Bylaw No. 524-08* which created the White City and RM of Edenwold Wastewater Management Authority. The RM of Edenwold reciprocated by passing a similar bylaw which collectively established a multi-municipal agreement pursuant to *5.33 (2) of its Municipalities Act, 2007*. Through the approval process, it was observed that the Town's Bylaw and the associated agreement and constitution referred to the RM of Edenwold incorrectly. It is therefore, necessary to introduce corrections.

The purpose of this report is to introduce a new bylaw which corrects the reference errors and repeals the initial *Bylaw No. 524-08*.

Discussion

The purpose of the White City and RM of Edenwold 158 Wastewater Management Authority is to jointly manage the wastewater utilities within the combined geographical boundary of the RM of Edenwold and White City. The Authority has been formed and is currently engaged in the management of a major project which involves the development of facilities and infrastructure which would transfer wastewater effluent from the RM of Edenwold (Emerald Park lagoons) to the White City wastewater lagoons. Although the corrections that need to be made to the bylaw and associated attachments are minor or "house keeping" in nature, they are necessary to allow the Authority to establish as a fully constituted legal entity.

Budget Implications

There are no budget implications associated with this report.

1/2

Conclusion

The development of the Wastewater Management Authority is an excellent example of inter-municipal cooperation. It allows the RM of Edenwold 158 and White City to maximize their collective resources in a joint approach to managing the wastewater utility for their respective communities.

The first major project, which is currently underway, involves the development of wastewater infrastructure which will transfer wastewater effluent from the Emerald Park lagoons to the White City lagoons.

To establish the Authority as a legally constituted body, it is necessary to introduce changes to the *Bylaw 540-08* and the associated agreement and constitution. These changes would refer to the RM of Edenwold by its correct legal name. To do this, your Administration purposes to introduce a new bylaw, attached hereto as Appendix "A" and repeal *Bylaw 540-08*.

Recommendation

Your Administration recommends that:

1. Council give three readings to *Bylaw No 536-10*, a Bylaw to Provide For the Municipality to Enter into an Agreement to Establish a Public Utility Board.

Respectfully submitted,



Bryan Dimen,
Town Manager

**TOWN OF WHITE CITY
BYLAW NO. 536-10**

**A BYLAW TO PROVIDE FOR THE MUNICIPALITY TO ENTER INTO AN
AGREEMENT TO ESTABLISH A PUBLIC UTILITY BOARD**

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

1. This bylaw shall be referred to as the WCRM 158 Wastewater Management Authority Inc. Agreement.
2. In this bylaw:
 - a. "Administrator" shall mean the administrator of the municipality;
 - b. "Council" shall mean the council of the municipality;
 - c. "Head of council" shall mean the mayor or reeve of the municipality, as the case may be;
 - d. "Municipality" shall mean the Town of White City;
3. The Town of White City is hereby authorized to enter into an agreement with the Rural Municipality of Edenwold # 158 for the purpose stated within the agreement.
4. The agreement is attached hereto and forms part of this bylaw, and is identified as "Exhibit A".
5. The head of council and the administrator are hereby authorized to sign and execute the agreement described as Exhibit A.
6. That Bylaw No. 524-08 be repealed.

Mayor

(S E A L)

Administrator

INTRODUCED AND READ A FIRST TIME THIS 1st DAY OF FEBRUARY, 2010.

READ A SECOND TIME THIS 1st DAY OF FEBRUARY, 2010.

READ A THIRD TIME AND ADOPTED THIS 1th DAY OF FEBRUARY, 2010.

SCHEDULE A

WCRM158 WASTEWATER MANGEMENT AUTHORITY

CONSTITUTION

WHEREAS the *WCRM158 Wastewater Management Authority* was created by Municipal Bylaws and a multi-municipality agreement pursuant to s. 33 (2) *The Municipalities Act*,

AND WHEREAS the *WCRM158 Wastewater Management Authority Inc.* is a body corporate and has all the rights, obligations and privileges of a statutory body corporate;

AND WHEREAS the *WCRM158 Wastewater Management Authority Inc.* is empowered by a Constitution pursuant to *The Municipalities Act*;

NOW THEREFORE the Constitution of the Authority reads as follows:

1. TITLE

1.1. This Constitution may be cited as the Constitution of the *WCRM158 Wastewater Management Authority Inc.*

2. DEFINITIONS

2.1. In this Constitution:

- (a) "Agreement" means the multi-municipality agreement which establishes the Authority, and of which this Constitution is a part;
- (b) "Authority" means the *WCRM158 Wastewater Management Authority Inc.*;
- (c) "Board" means the member municipality representatives that manage the day-to day business of the Authority;
- (d) "Board member" means the member municipality representative;
- (e) "Chair" 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;
- (f) "Council" means the Council of a municipality;
- (g) "Founding Member" means any municipality as set forth in Section 4.1 who has signed the Agreement and passed a bylaw authorizing the municipality to enter into the Agreement.
- (h) Facilities means all facilities owned by the authority used for the collection and disposal of Wastewater;
- (i) "Member" or "Member Municipality" means a rural municipality or an urban municipality approved and accepted for membership by the *WCRM158 Wastewater Management Authority Inc.*;
- (j) "Municipality" means a rural or urban municipality as defined under *The Municipalities Act*;
- (k) "Representative" means the individual appointed to represent the municipality on the Authority;
- (l) "Task Force" is appointed by the Board to perform a specific task and are by nature are for a short term;
- (m) "Wastewater" - sewage" means sewage as defined in Article 2 of the Environmental Management and Protection Act 2002
- (n) Subscriber means any persons who subscribe to receive benefit of the Public Utility.

- 2.2. In this Constitution 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.
- 2.3. The headings used in this Constitution 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.

3. OBJECTIVES OF THE AUTHORITY

- 3.1. To plan, implement and operate an integrated Wastewater management system serving the Authority's members with an environmentally appropriate Wastewater management service at a reasonable cost.
- 3.2. To dispose of Wastewater in a manner that will protect public health and safety, and the environment

PART I: MEMBERSHIP

4. MEMBERSHIP IN THE AUTHORITY

- 4.1. When each of the following municipalities:

- (a) Town of White City
- (b) RM of Edenwold #158

Passes a bylaw accepting the terms of the Agreement establishing the *WCRM158 Wastewater Management Authority Inc.* they each become a founding member of the Authority.

- 4.2. A municipality, which is not a founding member, may become a member of the Authority through the provisions of Section 6: Joining Membership.
- 4.3. Subject to Section 4.6, membership in the Authority is for an indefinite term and may only be withdrawn pursuant to the provisions of Section 8: Withdrawal/Expulsion from Membership.
- 4.4. Membership in the Authority is not transferable, assignable or sellable.
- 4.5. Only rural or urban municipalities are eligible for membership.
- 4.6. Founding Members of the Authority agree to waive any right to withdraw from the Authority for a period of three (3) years commencing from January 1, 2009. For greater certainty all Founding Members shall be required to participate in the Authority, including the funding of the same, until at least December 31, 2012.

5. CLASSES AND VOTING PRIVILEGES OF MEMBERS OF THE AUTHORITY

- 5.1. There shall be one class of members of the Authority.
- 5.2. Each Representative is entitled to one vote at all general and special meetings of members of the Authority.

6. JOINING MEMBERSHIP

- 6.1. A municipality, which was not a founding member of the Authority pursuant to Section 4.1, may apply for membership in the Authority. The application must be in writing. The Board Chair shall deal with the application according to the provisions of Section 14.
- 6.2. An application for membership must receive approval of at least two-thirds of the member municipalities.
- 6.3. Following approval of the membership application, the applicant municipality shall pass a bylaw accepting in its entirety the provisions of the agreement establishing the *WCRM158 Wastewater Management Authority Inc.*, and shall forward a certified true copy of that bylaw to the Authority.

7. FINANCIAL CONTRIBUTION BY NEW MUNICIPALITIES

- 7.1. A new municipality joining the Authority shall pay an operational funding assessment as well as a joining fee (capital assessment) based on the amount that would have been paid if they had been an original member.

8. WITHDRAWAL/EXPULSION FROM MEMBERSHIP

- 8.1. A municipality may withdraw from the Authority by providing written notice of its intention to withdraw to the Authority and the other member municipalities. Should a municipality decide not to withdraw after it has given notice it may cancel the notice by a written retraction to the Authority and the other member municipalities.
- 8.2. The notice to withdraw must be received by the Authority and the other member municipalities at least one year prior to the date of withdrawal. The effective date of withdrawal shall be deemed to be December 31 of the year in which the notice of withdrawal was received by the Authority.
- 8.3. A municipality that withdraws from the Authority loses its right, effective the date that notice to withdraw is received by the Authority, to participate in decisions regarding capital budgeting, over expenditure, borrowing, new members and expulsion of members. The municipality retains its right to participate in decisions regarding operational budgeting, appointment of Board members and amendments to the Agreement or the Constitution until the effective date of withdrawal.
- 8.4. The Authority may expel from membership a municipality that refuses to meet its financial obligation to the Authority. Written notice of the intention to expel may be served on the municipality 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 member municipalities. The Authority may withdraw Wastewater management services to the municipality effective the date of service of the notice to expel.
- 8.5. The notice to expel shall be effective sixty (60) days after the municipality has received it unless the municipality, in that time period, completely fulfils its financial obligation to the Authority. The notice shall be considered withdrawn on the date that the financial obligation is met.

- 8.6. A municipality 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.
- 8.7. A municipality that has withdrawn, or been expelled, from the Authority and wishes to rejoin shall be treated as if it were a new applicant.

9. FINANCIAL CONTRIBUTION BY WITHDRAWING/EXPELLED MUNICIPALITIES

- 9.1. A municipality withdrawing from the Authority is required to make all payments due under the agreement until the effective withdrawal date.
- 9.2. A municipality expelled from the Authority is required to pay its entire capital assessment due under the agreement for the year in which it was expelled.
- 9.3. Upon withdrawal, or expulsion, a municipality loses any right to recover any money, paid in accordance with the agreement, from the Authority or the other municipalities, or to make any claim arising from payment or money made in accordance with the agreement to, or the use of that money by the Authority.
- 9.4. Upon withdrawal, or expulsion, a municipality loses any right to gain ownership or moneys for any real property or chattels from the Authority or the other municipalities, or to make any claim arising from payment or money made in accordance with the agreement to, or the use of that money by the Authority.

PART II: POWERS AND DUTIES OF MEMBERS

10. TERM OF APPOINTMENT FOR MEMBERS OF THE AUTHORITY

- 10.1. The Council of each member municipality shall appoint a representative to the Authority annually using the following formula:

<i>White City</i>	<i>3 Representatives</i>
<i>RM of Edenwold #158</i>	<i>3 Representative</i>

Total 6 Representatives

- 10.2. Each representative shall be entitled to one vote.
- 10.3. A vacancy in the Board arising from any cause shall be filled as soon as possible after the vacancy occurs by the member municipality for whom the vacant Representative belonged to.
- 10.4. Any resident and/or ratepayer of the member municipality may be a representative unless they are an Authority employee.

11. COMPOSITION OF THE BOARD

- 11.1. The Board shall be comprised of all of the representatives of the member municipalities.

12. ACCOUNTING BY THE AUTHORITY

- 12.1. The Authority shall keep distinct and regular accounts of its receipts, payments, assets and liabilities.
- 12.2. The auditors of the Authority shall annually audit the accounts identified in section 12.1 using generally accepted and appropriate audit procedures. The audit shall be completed by March 31.
- 12.3. The audited financial statements shall be presented at a Board meeting for approval.
- 12.4. Once approved, the audited financial statements will be sent to member municipalities.

PART III: POWERS AND DUTIES OF THE BOARD

13. PURPOSE OF THE BOARD

- 13.1. 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 Wastewater management system.

14. POWERS OF THE BOARD

- 14.1. In the course of operating the Wastewater management system the Board will be responsible for planning, implementing and operating programs and activities related to the management, and disposal of Wastewater within the Authority boundaries using powers which include, but are not restricted to:

- establishing policies, regulations and rules relating to Wastewater management;
- the purchase and operation of a common waste water treatment and disposal system which will service all of the participating municipalities;
- entering into agreements to carry out any of the Authority's purposes;
- 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,
- establishing committees to research and report to the Board regarding any aspects of the Authority mandate or any of the programs proposed or undertaken by the Authority.
- preparing a budget, which will provide the resources to fulfill the Authority's mandate.
- borrowing funds as required to meet the established budget;
- acquiring, using and disposing of any necessary real or chattel property;
- annually setting the remuneration and expense amounts for Board officers, Board members, and representatives to the Authority; and
- establishing the policies and procedure for all internal governance issues, including the determination of meetings and the notice to be provided;

Provided however no resolution or bylaw of the Board shall amend or otherwise vary, directly or indirectly, the Agreement or other provisions of the Constitution.

15. OFFICERS OF THE BOARD

- 15.1. The Board will annually elect from among its members a Chair and Vice-Chair. The election will be by majority vote. An abstention from voting will be considered to be a negative vote.

- 15.2. These 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.
- 15.3. The Board will appoint a Secretary-Treasurer for such a term and on such conditions as determined by the Board.

16. RESIGNATION BY THE CHAIR

- 16.1. Where the Chair vacates the chair for any cause, the Vice-Chair shall act as Chair until the next Board meeting.
- 16.2. At the next Board meeting following the vacancy in the chair, a new chair will be elected.
- 16.3. If the Vice-Chair is elected as Chair he shall immediately assume that office and have the Board elect another Vice-Chair.
- 16.4. The Chair elected to fill a vacancy in the chair holds the office for the unexpired term of his predecessor.

17. RESIGNATION BY THE VICE-CHAIR

- 17.1. Where the Vice-Chair vacates his office for any cause, the Board shall elect a new Vice-Chair at the next Board meeting.
- 17.2. The Vice-Chair elected during a term of office holds the office for the unexpired term of his predecessor.

18. MISCONDUCT BY AN OFFICER OR BOARD MEMBER

- 18.1. 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 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.
- 18.2. A Board officer or member shall not misuse Authority funds or monies.
- 18.3. Where a Board officer or member has contravened section 18.1 or section 18.2:
 - a) the Board may make a resolution requesting the member to replace its representative, or
 - b) the Chair, at his own initiative, may call a special Board meeting pursuant to section 20.1 or shall be obliged to call a special Board meeting pursuant to section 20.1 to have a resolution passed that member municipality to replace its representative.

- 18.4. Where a resolution has been passed pursuant to section 18.3(b) the Board officer or member shall be deemed to have resigned from the Board, to resign as a representative to the Authority, or any combination of the two, effective immediately.
- 18.5. A Municipality should be represented at each Board meeting either by the appointee or the alternate. Any Municipality shall not be absent from three successive Board meetings without sufficient cause.
- 18.6. Where a Board officer or member has contravened section 18.5 the Board may make a resolution requesting the officer or member to resign from the Board.

19. GENERAL MEETINGS OF THE BOARD

- 19.1. The date for each Board meeting will be set at the preceding Board meeting. Each Board member and each member municipality will be notified of the date by the minutes of the previous meeting no less than seven (7) days prior to the meeting.

20. SPECIAL MEETING OF THE BOARD

- 20.1. The Chair may call a special meeting of the Board at any time and shall always do so upon the written request of two (2) of the representatives.
- 20.2. Where the Chair calls a special meeting of the Board he shall give at least one (1) day notice in writing, or by other means, to each Board member and shall indicate the matters for discussion at the special meeting.

21. RULES FOR GENERAL OR SPECIAL MEETINGS OF THE BOARD

- 21.1. No business shall be transacted at any general or special meeting of the Board until a quorum is present. A quorum shall be a majority of the Board members.
- 21.2. Decisions of the Board will be binding where a majority of the Board members present at a properly called meeting approve the decision. An abstention from voting will be considered to be a negative vote.
- 21.3. Minutes shall be kept of each meeting and approved by the Board as to accuracy and completeness at the subsequent meeting. A copy of the minutes of each meeting will be distributed to each representative and each member municipality on the Authority within fourteen (14) days after their approval.
- 21.4. The Chair and Vice-Chair have the right to vote at special and general Board meetings but they do not have an additional or casting vote.

22. ENTERING INTO AGREEMENTS

- 22.1. 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.

23. BUDGET FOR THE AUTHORITY

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

24. EMPLOYEES OF THE AUTHORITY

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

25. COMMITTEES OR TASK FORCES

- 25.1. The Board may create Advisory Committees or Task Forces and may assign duties to them.
- 25.2. Where an Advisory Committee or Task Force is created by the Board:
- The Board Chair, subject to confirmation by the Board, shall appoint a Committee Chair from among the Board members.
 - The Board shall appoint other Committee members.
 - The Board shall determine the number of committee members.
 - Committee participants may meet, adjourn, and otherwise regulate their meetings as they may determine.

PART IV: AMENDING THE CONSTITUTION

26. AMENDING PROCEDURE

- 26.1. Amendments to this Constitution must be made in writing and approved through bylaw of each respective municipality.

PART V: LIQUIDATION AND DISSOLUTION OF THE AUTHORITY

27. DISTRIBUTION OF PROPERTY

- 27.1. Upon liquidation and dissolution of the Authority, any remaining Authority property shall be transferred to the municipalities that were members of the Authority during the calendar year in which the Authority was liquidated and dissolved.
- 27.2. Member municipalities, pursuant to section 27.1, shall divide any remaining Authority property on a pro-rata basis according to the funding formula for the Authority then in existence at the time.

APPENDIX "A"

WCRM158 WASTEWATER MANGEMENT AUTHORITY

LIST OF AUTHORITY MEMBERS

- (a) Town of White City
- (b) RM of Edenwold #158

WCRM158

WASTEWATER MANAGEMENT AUTHORITY

MULTI-MUNICIPALITY WASTEWATER MANAGEMENT AGREEMENT

THIS AGREEMENT IS MADE AMONGST THE MUNICIPALITIES LISTED IN APPENDIX "A".

WHEREAS

- A. The parties to this Agreement are municipalities as defined under The Municipalities Act.
- B. The parties to this Agreement wish to create a Wastewater Management Authority to serve its members;
- C. The parties to this Agreement warrant, represent and acknowledge that the undertakings, warranties and representations in this Agreement and the Constitution of the Authority attached hereto as Schedule A are and shall be relied upon and acted upon by other municipalities participating in the Wastewater Management Authority.

NOW THEREFORE THIS AGREEMENT WITNESSES AND THE PARTIES HERETO AGREE AND COVENANT, pursuant to Section 33 - of The Municipalities Act, to establish and authorize the functioning of a Wastewater Management Authority on the following terms and conditions:

1. AUTHORITY OF WCRM158 WASTEWATER MANAGEMENT AUTHORITY

- 1.1 It is the intention of all of the parties to this Agreement to jointly manage wastewater within their combined geographical boundaries. The joint management of wastewater will include lift stations, force mains and treatment lagoons etc. the collection, handling and disposal of wastewater, and undertaking other similar or related initiatives.
- 1.2 Pursuant to s.33 - of The Municipalities Act, the parties agree that the WCRM158 Wastewater Management Authority Inc. (hereinafter referred to as the "Authority") shall be a body corporate with its duties and powers set out in the Constitution attached hereto as Schedule A.
- 1.3 The duties and powers of the Authority as stated in the Constitution 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 Constitution 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 Constitution.

2. FUNDING THE AUTHORITY

- 2.1 The parties agree that the capital and operating costs incurred by the Authority will be funded according to the formula as determined by the Board.
- 2.2 The specific capital and operating cost contribution required from each municipality will be detailed in the Authority budget.
- 2.3 The Board shall review annually the formula for the capital and operating costs of the Authority.

- 2.4 If there is a change in the Funding formula, the new formula will be presented for consideration and approval to the member municipality councils. The new funding formula must be approved by:
- a. The Authority itself; and
 - b. Individual municipalities representing at least 50% of the aggregate population of all member municipalities.

The municipalities agree that they will pay to the Authority their required capital and operating contribution as stipulated in the Authority budget on a quarterly basis.

- 2.5 The Authority's capital, operating and borrowing budget must be approved in the same manner as the Funding Formula. Each municipality will be notified in writing of the Authority's budget and be given 45 days in which to comment to the contrary or the approval becomes automatic.

3. FUNCTIONING OF THE AUTHORITY

3.1 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.

4. TERM OF THE AGREEMENT

- 4.1 This agreement is for an indefinite term.
- 4.2 Any municipality may withdraw from this agreement upon giving notice to the Authority in accordance with the terms of the Constitution set out in Schedule A attached hereto.
- 4.3 Any application submitted to the Authority requesting that a municipality become party to this agreement will be dealt with in accordance with the terms of the Constitution set out in Schedule A attached hereto.

5. CHANGES TO THE AGREEMENT

5.1 The parties hereto agree that any changes to the terms of this agreement must be made in writing and approved unanimously by each municipality by bylaw.

6. ENTIRE AGREEMENT

6.1 This agreement, including Schedule A 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.

7. AGREEMENT BINDING

7.1 This agreement only becomes binding on the parties hereto once all of the participating municipalities approve of the agreement in its current form and in its entirety by enacting a bylaw.

8. PROPERTY AND LIABILITY

8.1 Any municipality 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 municipalities on the effective date of withdrawal from the Authority.

8.2 Any liability incurred by the Authority shall be the Authority's responsibility as a body corporate.

9. FURTHER ASSURANCES

9.1 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 Constitution of the Authority.

10. SUCCESSORS

10.1 This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors.

11. TIME

11.1 Time shall be of the essence of this agreement.

12. CAPTIONS

12.1 The captions appearing in this agreement are inserted for convenience of reference only and shall not affect the interpretation of this agreement.

13. COUNTERPARTS

13.1 This agreement may be signed in counterparts and all shall be deemed one original instrument.

13.2

IN WITNESS WHEREOF the _____ has hereunto affixed its corporate seal, duly attested by the hands of its proper officers on that behalf this _____ day of _____, 20__.

RM of EDENWOLD #158

(Seal) _____
Reeve

Administrator/Clerk

Town of White City

Mayor

Municipal Manager

To: Mayor and Members of Council

February 1, 2010

Re: Council Committees – Public Health and Welfare

Background

In December 2009, Council established a number of committees for the purpose of dealing in a more focused manner on subject areas that are of importance to the Town's development and sustainability. Councilor Bjola was appointed to the Public Health and Welfare Committee. Since that time, she has developed terms of reference for the Committee which is attached hereto as Appendix "A".

The purpose of this report is to seek Council approval for the terms of reference for the Health and Welfare Committee including membership and protocol.

Discussion

The Municipalities Act empowers councils with the general authority to establish council committees and other bodies such as boards and associations. Council may also define the functions and establish the procedures for those bodies.

Council committees are typically made up of members of council and are normally established by resolution. A key requirement of legislation is to define the functions of the committee, the procedures such as how often the committee would meet the process to call a meeting and whether agendas are distributed beforehand, the terms of reference attached hereto for the Public Health and Welfare Committee embodies those elements.

It is important to note that council committees and other bodies are required to exercise their duties and powers in the same manner as Council – at a duly public advertised council meeting. Minutes must be recorded and signed by the presiding officer and the administrator.

Budget Implications

There are no budget implications associated with this report.

Conclusion

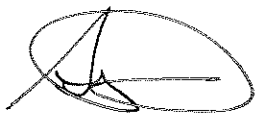
In December 2009, Council approved the appointment of Councilor Bjola to the Public Health and Welfare Committee. Since that time she has prepared terms of reference for the Committee which includes purpose, membership and meeting protocol. The Administration purposes that Council adopt the terms of reference for the Public Health and Welfare Committee.

Recommendation

Your Administration recommends that:

1. Council approve the terms of reference for the Public Health and Welfare Committee as submitted by Councillor Bjola.

Respectfully submitted,



Bryan Dimen,
Town Manager

White City Public Health and Welfare Committee

Terms of Reference

Purpose/Objective

The purpose of the White City Public Health and Welfare Committee (WCPHWC) is to provide community-based advice on public health, safety and wellness issues.

Committee Membership

The membership structure is as follows:

Chair – Councillor from the Town of White City;

Co-Chair – Voted position of resident Committee members;

2 or 3 appointed members from the residents of White City;

- The Chair shall be the Town Councillor;
- The appointed members shall be determined by the Chair and approved by Council;
- The membership positions are voluntary and not eligible for regular remuneration;
- The Committee may invite and consult with other parties or standing committees.

Membership Guidelines

All members must be aware of protocols that govern conduct.

Decision Procedure

The WCPHWC shall make Committee decisions by majority consensus and forward to Council for approval..

Meetings

The Chair shall establish the meeting schedule. The Chair and at least one WCPHWC member must be in attendance for the meeting to occur.

Communication

The WCPHWC shall not publicly communicate decisions without the consent of Council.

The Chair of the WCPHWC shall provide updates to during regular scheduled Council meetings

Responsibilities

The WCPHW Committee shall:

- Research public health, safety and wellness related issues and report findings to Council;
- Identify to Council researched solutions and policy recommendations that benefit the community;
- Advise Council of residents' issues relating to public health and welfare; and
- Utilize the Chair to bring additional issues to the Council for permission to investigate.

Issues relating to public health and welfare may be assigned to the WCPHWC by the Council, residents and/or the Committee identified. The following items may be examined by the standing committee but are not restricted to:

- Promoting healthy life style;
- Identifying health and safety service gaps;
- Support of existing wellness programs and development of new ones;
- Collaborating in community events;
- Environmental concerns;
- Addressing but not limited to the needs of certain residents: seniors, youth, special needs;
- Participation in applicable by-laws such as but not limited to: smoking, use of lawn chemicals; and
- Involvement in projects such as but not limited to: pandemic planning and emergency planning.

Term of the Members

WCPHWC members will be appointed for one year, at which time the Chair will bring forward to Council to review its effectiveness and recommend changes or continue with its function.

The Committee's Term of Reference will be reviewed on an annual basis.

Council will review membership and determined its intent whether to rotate the Council Chair position.

To: Mayor and Members of Council

February 1, 2010

Re: Saskatchewan Lotteries Community Grant Program

Background

The Ministry of Tourism, Parks, Culture and Sport promotes the development of sport, culture and recreation programs by providing funds to non-profit community organizations operated by volunteers through the Saskatchewan Lotteries Community Grant Program.

The Parks and Recreation Board have submitted the 2010 Grant Application in partnership with the RM of Edenwold on behalf of the Town of White City.

The purpose of this report is to advise Council that the Grant has been applied for through the Parks and Recreation Board on behalf of the Town.

Discussion

The goal of the Community Grant Program is to get people involved in sport, culture and recreation activities by enabling communities to address the needs of local residents. The Parks and Recreation Board serves to administer and deliver programs and services on behalf of the Town within context of the Program criteria.

The amount of funding available to communities through the Program is based on a per capita amount (2006 census population X \$7.12). In 2010, the Town of White City is eligible to receive \$7,925.00 through the Grant.

The Program encourages inter-community cooperation by allowing adjacent jurisdictions to allocate portions of their funds in order to enhance access to programs. In this case, the RM of Edenwold has graciously agreed to assign a portion of their allowable funding to the Town through the Parks and Recreation Board. The amount allocated is \$7,383.44 which represents a per capita population calculation based on 1,037. The total Grant Application funding request for 2010 for the White City/Emerald Park communities is \$15,308.44.

Budget Implications

There are no budget implications associated with this report.

Conclusion

The Parks and Recreation Board, in cooperation with the RM of Edenwold, have submitted a grant application under the Saskatchewan Lotteries Community Grant Program. The Program is aimed at getting people involved in sport, culture and recreation activities by enabling communities to address the needs of local residents.

In 2010 the Town, through the Parks and Recreation Board, is eligible to receive \$15,308.44 which includes funding assigned by the RM of Edenwold.

Recommendation

Your Administration recommends that this report be received as information.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Bryan Dimen', enclosed within a hand-drawn oval.

Bryan Dimen,
Town Manager



Town Manager

To: Mayor and Members of Council

February 1, 2010

Re: Recreation and Cultural Needs Assessment – Parks and Recreation Board Request

Background

In September 2009, Council considered a report prepared by the Administration on the matter of conducting a Recreation and Cultural Needs Assessment Survey in the communities of White City and Emerald Park. Council adopted a resolution to engage the services of Decision Research Inc. to undertake the survey with the assistance of the Steering Committee made up of representatives of the Parks and Recreation Board, the White City School Principal, the RM of Edenwold Administrator and the Town Manager.

The Survey has been completed and the results analyzed and assembled into a Draft report. The purpose of this report is to obtain Council approval with respect to the official public release of the Survey to the community.

Discussion

The Survey questionnaire was distributed to approximately 1,300 households in White City, Emerald Park and surrounding area. A delay in the distribution of the questionnaire caused by Canada Post failures extended the collection of the surveys to November 27th 2009. In total, there were 288 surveys returned which represents a response exceeding 20%. A mail in response survey of this nature would be expected to have a response rate of near 10%. In this case, the 20% response received is considered to be a strong response reflecting considerable interest in the subject matter. A random sample survey with a response of this magnitude would have a precision (range of error factor) of $\pm 5.2\%$ at a 95% level of confidence (19 out of 20 times).

The information gleaned from the survey will have immediate and long term benefit such as:

- Identifies program opportunities and gaps in services;

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- Identifies what motivates residents to participate in program activities and where there are barriers to participation;
- Identifies the community's level of satisfaction with community facilities and programs;
- Identifies current and future community facility needs; and
- determines the community's support for the development of facilities.

The information gathered from the Survey will assist Council in determining the Town's priorities in the continued development of its sport, cultural and recreational facilities and program services in the short, medium and long term.

The Parks and Recreation Board is excited about having the Survey results to assist them in providing programs and services which are more focused to the needs of the community. They also see the Survey as an important tool in helping them focus on developing more recreational facilities in the community. They would like to champion the Survey results in partnership with Council by hosting the official release of the Survey results to the community at their Annual General Meeting. They believe this would generate greater interest in getting community volunteers to attend the meeting, provide the Board with more profile or "put a face on the Board", and stimulate volunteer participation and involvement in facility development projects and programs.

Budget Implications

The cost of conducting the Survey was approximately \$5,000. It was hoped that the RM of Edenwold would contribute \$2,000 to the effort, but they chose not to. Canada Post did provide a refund of approximately \$100. in lieu of their distribution miscues.

Conclusion

The Recreation and Cultural Needs Assessment Survey received a strong community response. The information that is available through the Survey will be invaluable to Council and the Parks and Recreation Board in determining the community's short, medium and long term facility and program requirements.

The strong response to the Survey is an indication of the communities' interest in this area. The Parks and Recreation Board would like to use Survey results as an opportunity to stimulate more interest and support for the Board and their activities and services. They are proposing that Council partner with the Board by allowing them to officially release the results of the Survey to the community at their Annual General Meeting in March. The Administration believes Council's support of the Board in this matter would strengthen the role and profile of the Board in the community.

Recommendation

Your Administration recommends that:

1. Council partner with the Parks and Recreation Board to officially release the results of the Recreation and Cultural Needs Assessment Survey at the Parks and Recreation Board's Annual General Meeting in March.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Bryan Dimen', enclosed within a hand-drawn oval.

Bryan Dimen,
Town Manager