

RURAL MUNICIPALITY OF MEOTA #468


BYLAW NO. 20-2020


A BYLAW OF THE RURAL MUNICIPALITY OF MEOTA #468 IN THE PROVINCE OF SASKATCHEWAN TO AUTHORIZE THE APPROVAL OF THE AGREEMENT FOR CONTINUATION OF THE INTERLAKE REGIONAL WATER BOARD.

The council of the Rural Municipality of Meota #468, in the Province of Saskatchewan, enacts as follows:

1. The Reeve and Administrator of the Rural Municipality of Meota #468 are hereby authorized to sign Agreement for the Continuation of the Interlake Regional Water Board.
2. This Bylaw shall come into force and take effect on the date of the final passing thereof.




Reeve


Administrator

Certified a true copy of
BYLAW NO. 20-2020
adopted by resolution of council
on the 7 day of OCTOBER, 2020
Dated this 15 day of Oct, 2020



Administrator



EXHIBIT "A" TO BYLAW NO. 20 - 2020

AGREEMENT FOR THE CONTINUATION OF INTERLAKE REGIONAL WATER BOARD.

BETWEEN:

Resort Village of Cochin
P.O.Box 160
COCHIN, SK S0M 0L0

-and-

Rural Municipality of Meota No. 468
P.O.Box 80
MEOTA, SK S0M 1X0

WHEREAS:

- A. The parties to the Agreement are Municipalities within the meanings of The Municipalities Act, S.S. 2005, c.M-36.1 (the "Act").
- B. The parties have the authority and, in some cases, the obligation to provide a system for supply, treatment, storage and distribution of water within all parts of their respective municipalities.
- C. A system to provide water for the public consumption, benefit, convenience or use is a public utility within the meaning of the Act.
- D. The parties wish to continue INTERLAKE in accordance with the terms of this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. CONTINUATION

INTERLAKE shall be continued as a public utility board in accordance with the terms of this agreement, the attached Bylaws, and the Act, to be effective upon each of the parties enacting a bylaw authorizing the entering into this Agreement. The parties agree that this shall be considered the establishment of a public utility board in accordance with section 33 of the Act.

2. OBJECT

The object of INTERLAKE is to maintain and operate a system for the supply, treatment, storage and distribution of water for the benefit of its subscribers.

3. TERM

The parties agree that this Agreement shall continue for an indefinite term and shall only be terminated or dissolved in accordance with the provisions set out in the Bylaws.

4. BYLAWS

The Bylaws attached as Schedule "A" relating generally to the transaction of the business, activities and affairs of INTERLAKE (the "Bylaws") are hereby approved.

5. MEMBERS

The parties hereto shall be the initial members of INTERLAKE. Other municipalities may become members pursuant to the provisions set out in the Bylaws.

6. BOARD OF DIRECTORS

INTERLAKE shall be managed and governed by a Board of Directors (the "Board"). The composition of the Board, the appointment of Officers, and their respective powers and duties are more particularly described in Bylaws.

7. ACCOUNTABILITY

The Board shall be accountable to the Members via annual and special meetings and various reports generated from time to time, all set out in the Bylaws.

8. DISPUTE RESOLUTION

The parties agree to abide by and adhere to the dispute resolution and arbitration provisions set out in the Bylaws whether the dispute arises out of this Agreement or the Bylaws.

9. AMENDMENTS

This Agreement shall not be modified or amended except by an instrument in writing signed by the Parties hereto and ratified by their respective municipal councils.



10. ENTIRE AGREEMENT

This Agreement (including the Bylaws attached hereto as Schedule "A") constitutes the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no agreement collateral hereto other than as expressly set forth or referred to herein.

11. SEVERABILITY

All the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provisions of this agreement be illegal or not enforceable, it or they shall be construed as separate and severable from the Agreement and its remaining provisions shall remain in force and be binding upon the Parties hereto as through the said provisions had not been included.

12. TIME OF THE ESSENCE

Time shall be of the essence of this Agreement.

13. APPLICABLE LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan.



14. SUCCESSORS AND ASSIGNS

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided that no party hereto may assign its interest herein or hereunder, in whole or in part, without the prior written consent of all other parties, which consent may be withheld by any such party at its absolute and unfettered discretion.

15. CAPTIONS

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

16. REPEAL

The parties agree to take the necessary municipal actions to repeal all previous bylaws, agreements and corporate Bylaws to give effect to this Agreement.

17. EFFECTIVE DATE

This Bylaw becomes effective when all Members Municipalities have passed its bylaw of their respective Councils.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate seals to be affixed to this Agreement as attested thereto by their respective officers on the behalf as noted below.

Signed and sealed by the:
Resort Village of Cochin this 9th day of Sept, 2020

(SEAL)



[Handwritten Signature]

Mayor

[Handwritten Signature]

Administrator

Signed and sealed by the:

R.M. of Meota No. 468 this 14th day of October, 2020



[Handwritten Signature]

Reeve

[Handwritten Signature]

Administrator