

**BYLAWS, 2002**

**Amended, MARCH 2021**

**SOUTH YELLOWHEAD WATER CORPORATION**

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# Article 1.0 - Preamble

**1.1** The name of the Association is ***The South Yellowhead Water Corporation*** and may be known or referred to as the ***SYWC, or The Corporation.***

**1.2** The Corporation is registered under “The Non-Profit Corporations Act, 1995 (Sask)”.

**1.3** The Corporation shall:

i) Advance and promote the concerns of the subscribers in The South Yellowhead Water Corporation.

ii) Provide such services as may be deemed necessary by the subscribership in accordance with these bylaws.

**1.4** The Mandate of SYWC is to:

i) Operate a water distribution system as directed by the bylaws.

ii) Represent The Corporation during any discussion or negotiations with SaskWater, the City of Saskatoon and/or future applicants for connection onto the pipeline;

iii) Cooperate with any investigation of water quality within The Corporation system.

# Article 2.0 - Definitions

**2.1** In these bylaws of the SYWC, unless the context otherwise requires or specifies:

**2.1.1 “**Act" means *The Non-Profit Corporations Act,* 1995, as amended or replaced from time to time, and in the case of such amendment, any references in the bylaws of SYWC shall be read as referring to the amended provisions.

**2.1.2** "Board" means the Board of Directors of SYWC.

**2.1.3** “Gender and Number” are words implying the singular include the plural and vice-versa; words implying gender include all genders.

**2.1.4** "Bylaws" means this bylaw and all other bylaws of SYWC from time to time in force and effect.

**2.1.5** “Annual General Meeting or Special General Meeting” means a meeting of the subscribers.

**2.1.6** The headings used in the bylaws are inserted for reference only and are not to be considered in constructing the terms thereof or to be deemed in any way as to clarify, modify or explain the effect of any such terms.

**2.1.7** All terms contained in the bylaws and which are defined in the Act shall have meaning given to such terms in the Act.

**2.1.8** “Subscriber” means a registered subscriber of the SYWC and is in good standing with a current subscribership.

**2.1.9** “Subscriber” refers to:

(i) the individual(s) named as the registered owner(s) of the said property, or

(ii) a group, corporation or municipality, or

**2.1.10** “Subscriber Water Supply Agreement” is an agreement to be completed by each subscriber prior to any service connection being made, including the payment of any deposit monies or late-comer fees as may apply. **(Policy Manual)**

**2.1.11** “Late-comer” refers to an individual who previously had an opportunity to subscribe to the pipeline but did not, prior to April 1, 2002.

# Article 3.0 - Fiscal Year

**3.1** The fiscal year of The Corporation shall end on December 31 in each year.

# Article 4.0 - Subscribership/Subscriber

**4.1** The subscribership of The Corporation shall consist of one class of membership (subscriber), with one vote per subscriber.

**4.2** Each connection must have a signed a Subscriber Water Supply Agreement as approved by the subscribership subject to changes as may be deemed appropriate by the Board.

**4.3** Unless expressly stated to the contrary, all covenants and obligations of the Subscriber under this Agreement shall be kept and observed at the sole cost of the Subscriber and not the Corporation. The Subscriber Water Supply Agreement shall take effect from the date signed.

**4.4** The value of a subscribership shall be equal to the net assets of The Corporation divided by the number of subscriberships issued.

**4.5** The number of subscriberships to be issued as late-comers (Article 2, 2.1.10) shall be determined, from time to time, by the Board. The maximum number of additional curb stops shall be determined by the Board based on capacity and intended use.

**4.6** The Subscriber is responsible for maintaining the quality of the water, once delivered, including water quality testing and the selection, purchase, operation and maintenance of treatment system(s) required to make the water suitable for the Subscriber’s intended use.

**4.7** The Subscriber shall permit the person authorized by the Board access to the point of delivery of the water on their property, including access to the meter and manifold, **for the purpose of ensuring the system is properly installed as outlined in the manual**, as well as for monitoring water quality in accordance with any applicable municipal, provincial or federal regulations and to do an audit of consumption and general inspection.

**4.8** The Subscriber agrees that the water supplied by The Corporation shall be used only for domestic use and for farm operation, unless expressly approved by The Corporation. Any intended industrial or commercial uses of the water must be reviewed and approved by The Corporation.

**4.9** The Subscriber cannot change or interfere with the curb stop or with the connection from the curb stop to the manifold. The Board must be immediately informed of any required maintenance to curb stop, meter/manifold, or the pipeline connection on the property that is required. No changes to the intended function as outlined in the agreement are permissible. The subscriber is responsible for all costs associated with proper maintenance of their connection.

# Article 5.0 - Transfer of Agreement

**5.1** Subscribership in the corporation is transferable only with the sale or with a long-term lease of the property. The buyer and the seller must complete the TRANSFER OF SUBSCRIBER WATER SUPPLY AGREEMENT and file it, along with a digital photo of the water meter, with the Board treasurer. (Policy Manual)

**5.2** The seller is responsible for informing the new owner of any outstanding balance on the account. The seller is responsible for initiating the TRANSFER OF SUBSCRIBER WATER SUPPLY AGREEMENT as well as informing the buyer to Article 6, 6.2 of the bylaws. The new owner will be responsible for all outstanding water charges invoiced to the property named in the agreement. (Policy Manual)

# Article 6.0 - Business of the Corporation

* 1. The Corporation agrees to transport and supply water **through the Corporation's pipeline**, obtained from a connection on the SaskWater Saskatoon Southeast Pipeline **to the outlet side of the meter manifold** at the designated land location on the Subscriber Agreement. The Subscriber agrees to take and pay for the transportation and supply of water upon and subject to the terms and conditions in the Subscriber Water Supply Agreement.

The Corporation does not guarantee to the Subscriber the:

1. quantity;
2. uninterrupted supply,
3. pressure, or
4. quality of the water supplied.
   1. The Subscriber specifically agrees and undertakes to hold The Corporation harmless from all claims, losses and damages therefrom.
   2. The supply of water and pressure shall be subject to service requirements, operating and maintenance requirements that are, or may be, established by The Corporation. The Subscriber may be subject to disruptions of service and agrees to conform to restrictions of water supply or rationing at the direction of The Corporation.
   3. The Corporation reserves the right, at any time, to discontinue its service and remove The Corporation’s facilities from the Subscriber’s premises in any case where, in The Corporation’s opinion, the operations of the Subscriber contravene any federal, provincial, or municipal law relating to the pollution of the environment, whether violation involves the pollution of air, soil or water or constitutes any other nuisance. In the event, The Corporation should elect to discontinue the supply of water hereunder as herein before provided, then the termination of supply shall occur without further formality effective as of the date indicated by The Corporation in a written notice to the Subscriber to that effect.
   4. The Subscriber expressly acknowledges that The Corporation may discontinue, without notice, the water service in the event the service to the Subscriber poses operational concerns to the Corporation or if the Subscriber is in breach of any of the terms of this Agreement.
   5. The Subscriber agrees to pay the invoiced charges as set by The Corporation’s Board of Directors and payment is to be made by the date established under The Corporation’s policies. Interest charged on late payments shall be at a rate and in the manner set out in The Corporation’s. (**Policy Manual)**
   6. The Corporation shall be entitled to disconnect service to the Subscriber subject to the policy established for delinquent accounts. (**Policy Manual**)

# Article 7.0 - Annual General Meeting

* 1. An Annual Meeting of subscribers shall be held within four months of the end of the fiscal year. If unusual circumstances occur, subscribers will be informed of a change of date as required.

**7.1.1** At least 15 days notice of time and place shall be given for all general meetings.

**7.1.2** Each member is entitled to one vote on any question.

**7.1.3** Meetings and voting can be in person, on-line, or some combination as determined by the Board.

* 1. Special Meetings of subscribers may be called by the President or by ten subscribers subject to conditions outlined in 7.1.1, 7.1.2, and 7.1.3.
  2. A quorum is the number of voting subscribers at the meeting regardless of the number of subscribers in The Corporation.

**7.4** Minutes of General Meetings shall be kept on file and posted to the web page.

**7.5** The President, or in their absence the Vice-President, or in the absence of both, any other member elected by those present, shall preside at General Meetings.

**7.6** All directors have a vote as subscribers.

**7.7** The rules contained in the current edition of Robert’s Rules of Order Newly Revised shall govern in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order of The Corporation.

**7.8** The agenda format will be set as outlined in the (policy manual article).

**7.8.1** Only business on the agenda shall be accepted at the annual meeting of SYWC unless a notice of motion thereto shall have been delivered to the President within three (3) working days prior to the meeting. This provision may be waived by a simple majority vote of those present and eligible to vote at the meeting.

**7.9** Resolutions to amend the bylaws, which meet the following criteria, shall be considered at the Annual Meeting;

**7.9.1** Have a mover and seconder who are subscribers

**7.9.2** Are consistent with SYWC legal/contractual requirements,

**7.9.3** Resolutions must be received by the SYWC Secretary thirty days (30 days) prior to the AGM or they will not be accepted.

**7.9.4** An exception can be made for bylaw resolution(s) that are of an important and timely nature by a vote of 75% of the subscribers present at the General Meeting approving adding said resolution(s) to the resolution agenda item.

**7.10** Either the mover or seconder must be available to speak to the resolution at the Annual Meeting otherwise it fails; (Clarification: “If the mover of a resolution is not present the seconder of that resolution will become the mover; then a seconder will be requested. If the seconder of that resolution is not present then a seconder will be requested. If neither the mover or seconder are available, the resolution is withdrawn”).

* 1. A vote on a bylaw amendment (except as Article 10.3) will require support by of a simple majority of the subscribers present. All other motions can also be passed by a simple majority of the subscribership in attendance at the meeting.
  2. The amended bylaws take effect after approval at the annual general meeting or special general meeting.

**7.13** The bylaws are to be reviewed annually to ensure that the organizational structure continues to meet the SYWC’s mandate

**7.14** The Board of Directors shall be elected at the Annual General Meeting and shall hold office until the adjournment of the next Annual General Meeting. Articles of Incorporation (5) directs that there be a minimum of 1 and maximum of 9 subscribers elected to the Board.

**7.15** Immediately following the Annual General Meeting, the Directors will meet to decide on who the table officers will be and those names will be included in the minutes of the Annual General Meeting.

**7.16** Table Officers: President, Vice President, Treasurer, Secretary, and up to four subscribers at large. One member can hold more than one table officer position.

# Article 8.0 - Directors/Officers

**8.1** The Directors shall be responsible to the subscribers for the management of the affairs of The Corporation.

**8.2** The subscribers of The Corporation may, by resolution at a meeting called for that purpose, remove any Director(s) from office.

**8.3** Duties of the table officers:

* + 1. President–setting meeting agendas, ensuring the Board is operating within the mandate of the Bylaws, conducts the meetings as outlined in the bylaws.
    2. Vice-President – assuming the duties of the president when the president is not available.
    3. Secretary – ensuring minutes are taken and circulated, the AGM is organized, resolutions are organized and records are properly filed.
    4. Treasurer- ensuring due diligence that the budget, financial statements, and bank balance are tracked. Address any anomalies. Provide written financial reports to the Board. Calculate quarterly water consumption charges and submit to the bookkeeper. Track and follow-up on non-payed accounts as stipulated in the procedures manual. Keep transfer agreements on file.

**8.4** Meetings of the Board may be held as required. The members of the Board shall be eligible to be reimbursed for approved expenses incurred while carrying out the business of The Corporation, as outlined in the (policy manual Article ???.)

**8.5** In case of a vacancy on the Board that is deemed by the Board to need to be filled before the next AGM the Board may appoint a subscriber to fill the position in the interim to the next AGM.

# Article 9.0 - Finance

**9.1** The Board shall present an audited financial statement to the subscribership at each Annual Meeting.

**9.2** All monies received by or on behalf of SYWC shall be deposited in a chartered bank or credit union designated by the Board as outlined in the policy manual Article??.

**9.3** Water distribution assets owned by the Corporation, including the meter and manifold, cannot be sold. Retained earnings cannot be distributed, either as dividends or by any other instrument.

# Article 10.0 - Dissolving the Corporation and Distributing Assets

**10.1** A resolution to dissolve the Corporation and/or to liquidate its assets may be presented by the Directors to the subscribers at a Special Meeting called to debate such a resolution.

**10.2** At least 60 days notice of a Special Meeting to debate a resolution to liquidate or dissolve the corporation shall be given to all subscribers.

**10.3** A resolution to dissolve the Corporation must be approved by two-thirds (2/3) of the subscribers of the Corporation.

**10.4** Following liquidation and dissolution, according to the procedures of the Non-Profit Corporations Act, the assets of the Corporation shall be distributed to the subscribers.

**Adopted this \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_.**