

**R.M. OF FRENCHMAN BUTTE NO. 501**

**BYLAW NO 2015-05**

**A BYLAW TO PROVIDE FOR ENTERING INTO A MUTUAL NORTH SASKATCHEWAN RIVER MUNICIPAL HEALTH HOLDINGS CLINIC SERVICE AGREEMENT WITH THE R.M. OF MERVIN NO. 499, THE R.M. OF TURTLE RIVER NO. 469, THE R.M. OF PARKDALE NO.498, THE R.M. OF MEOTA NO. 468, THE RESORT VILLAGE OF KIVIMAA-MOONLIGHT BAY, THE TOWN OF TURTLEFORD, THE TOWN OF ST. WALBURG, THE VILLAGE OF EDAM, THE VILLAGE OF MEOTA, THE VILLAGE OF MERVIN AND THE VILLAGE OF GLASLYN**

The Council of the Rural Municipality of Frenchman Butte No. 501 in the Province of Saskatchewan enacts as follows:

1. The R.M of Frenchman Butte No. 501 is hereby authorized to enter into A Mutual North Saskatchewan River Municipal Health Holdings Clinic Services Agreement with the R.M. of Mervin No. 499, the R.M. of Turtle River No. 469, the R.M. of Parkdale No.498, the R.M. of Meota No. 468, the Resort Village of Kivimaa-Moonlight Bay, the Town of Turtleford, the Town of St. Walburg, the Village of Edam, the Village of Meota, the Village of Mervin and the Village of Glaslyn, attached hereto and forming a part of this bylaw, and identified as "Exhibit A".
2. The Reeve and the Administrator of the R.M. of Frenchman Butte are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".

Read a third time and adopted  
this 12<sup>th</sup> day of February, 2015



  
Reeve

  
Administrator

Certified a true copy of Bylaw No. 2015-05

  
Reeve

  
Administrator



EXHIBIT "A"

North Saskatchewan River Municipal Health Holdings  
Clinic Services Agreement  
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**THIS AGREEMENT** , consisting of twelve copies, effective the 1<sup>st</sup> day of January, 2015.

**BETWEEN:**

R.M. of Mervin No. 499	;and
R.M. of Frenchman Butte No. 501	;and
R.M. of Turtle River No. 469	;and
R.M. of Parkdale No. 498	;and
R.M. of Meota No. 468	;and
Resort Village of Kivimaa-Moonlight Bay	:and
Town of Turtleford	;and
Town of St. Walburg	;and
Village of Edam	;and
Village of Meota	;and
Village of Mervin	;and
Village of Glaslyn	

**WHEREAS** the municipalities above mentioned deem it expedient to enter into an agreement to provide for the creation of a board for the purposes of managing and operating medical clinics:

**NOW THEREFORE THE PARTNERS AGREE AS FOLLOWS:**

**1. Constitution**

That under the authority of Section 42 of *The Municipalities Act* a board to be known as "North Saskatchewan Rivers Municipal Health Holdings" (NSRMHH) is hereby created for the purposes of managing and operating medical clinics, such board to be declared a body corporate as prescribed by *The Municipalities Act*.

**2. Definitions**

In this bylaw:

- (a) "Act" means *The Municipalities Act*, as amended from time to time.
- (b) "board" means the board exercising the powers of the North Saskatchewan River Municipal Health Holdings declared a body corporate pursuant to Section 42 of *The Municipalities Act*.
- (c) "representatives" means the representatives appointed by the member municipalities.
- (d) "municipalities" or "member municipalities" means the following municipalities:
  - R.M. of Mervin No. 499
  - R.M. of Frenchman Butte No. 501
  - R.M. of Turtle River No. 469
  - R.M. of Parkdale No. 498
  - R.M. of Meota No. 468
  - Resort Village of Kivimaa-Moonlight Bay
  - Town of Turtleford
  - Town of St. Walburg
  - Village of Edam
  - Village of Meota
  - Village of Mervin
  - Village of Glaslyn
- (e) "in writing" and "written" include works printed, painted, engraved, lithographed, photographed, represented or reproduced by any mode of representing or reproducing works in visible form.
- (f) "pecuniary interest" means a pecuniary interest according to the Act.

**3. Registered Office**

The registered office shall be located in the Province of Saskatchewan at a place to be determined by the board.

**4. Fiscal Year**

The fiscal year of the North Saskatchewan River Municipal Health Holdings shall be the calendar year.

**5. Signing Officers**

(i) Contracts, documents or instruments in writing requiring execution by the board shall be signed on behalf of the North Saskatchewan River Municipal Health Holdings by two persons: of whom shall be either the chairperson, vice chairperson or the secretary.

(ii) The North Saskatchewan River Municipal Health Holdings board is authorized, and shall from time to time, appoint by resolution, any officer, director or person who together with the chairperson, vice chairperson or secretary shall sign contracts, documents or instruments in writing on behalf of the board.

**6. Structure of the Board**

The board shall exercise the powers of the North Saskatchewan River Municipal Health Holdings and shall consist of one representative appointed by each member municipality.

**7. Term of Office**

The term of office for board members shall be one year or portion thereof and members may be re-appointed by the council of the municipality to a further term.

**8. Chairperson & Vice Chairperson**

The board shall appoint one of its members to be the chairperson and one of its members to be the vice-chairperson who shall hold office for a one year term or portion thereof.

**9. Secretary**

The board shall appoint a person as secretary to the board and the secretary shall serve at the pleasure of the board.

**10. Vacancy**

If any board member absents himself or herself from three consecutive meetings of the North Saskatchewan River Municipal Health Holdings, unless excused by prior resolution of the board, his or her seat shall become vacant and in the event of a vacancy on the board for whatever reason the board shall request the council of a municipality to appoint a person to fill the vacancy.

**11. Funding**

Member municipalities shall proportionally provide annual funding as determined by the board to be invoiced and commence in 2015, to support the cost of capital purchases as well as the operational costs of the North Saskatchewan River Municipal Health Holdings. Notice of changes to the per capita cost shall be provided to the member municipalities in September of the year prior to the change. Any additional costs incurred, including future losses will be shared proportionally between the member municipalities based on their per capita levy. A member municipality may elect to participate on behalf of some and not all of its residents, in which case the per capita contribution shall be adjusted accordingly. A budget, once adopted by the board of directors of the North Saskatchewan River Municipal Health Holdings, shall be annually forwarded to each member municipality for their information.

**12. Meetings**

The board shall meet as required, at times and places as determined by the board and subject to this agreement shall make its own rules with respect to the following:

- its proceedings at meetings
- the calling of meetings
- regulating the conduct of members of the board
- the transaction of business

**13. Quorum:**

A majority of the whole board is necessary to form a quorum and no business is to be transacted unless there is a quorum.

**14. Chairperson to preside**

The chairperson shall preside at every meeting of the board and preserve order and enforce the rules of procedure. In the absence of the chairperson the vice-chairperson shall preside.

**15. Motions**

The chairperson shall submit to the board every question on a motion of any board member and no seconder is required.

**16. Decisions**

At every meeting of the board, all members of the board present shall vote on all questions unless disqualified from doing so because of a pecuniary interest and all questions shall be decided by a majority of votes but, the case of an equality of votes, the question is deemed to be decided in the negative.

**17. Employees**

The board may hire any employees that the board considers necessary or expedient for carrying out and managing its operations and may provide for security or fidelity bonding and insurance coverage, as deemed necessary.

**18. Employee Management**

The board may:

- (i) appoint, remove and define the duties and fix the remuneration of the employees, as the board deems necessary for carrying out the activities and services of the North Saskatchewan River Municipal Health Holdings; and
- (ii) may delegate the hiring, removal and supervision of employees to any person determined by the board.

**19. Auditor**

In accordance with Section 187, 188, 189, and 190 of the Act, the auditor of one of the member municipalities, as determined by the board, shall make an examination of the books, accounts and records of the North Saskatchewan River Municipal Health Holdings, at least once in each year.

**20. Continuation**

This agreement shall be continuous; however, any party to the agreement may withdraw from the agreement by providing twelve months written notice to the Administrator of the North Saskatchewan River Municipal Health Holdings at least once in each year.



IN WITNESS WHEREOF the Rural Municipality of Mervin No. 499 has caused its corporate seal to be affixed to this Agreement, attested to by the hands of its proper officers in that behalf, this 14th day of OCTOBER, 20 14.



Per: Tom Brown  
Reeve

Per: [Signature]  
Administrator

IN WITNESS WHEREOF the Rural Municipality of Frenchman Butte No. 501 has caused its corporate seal to be affixed to this Agreement, attested to by the hands of its proper officers in that behalf, this 12th day of February, 20 15.



Per: Bruce Midgley  
Reeve

Per: [Signature]  
Administrator

IN WITNESS WHEREOF the Rural Municipality of Turtle River No. 469 has caused its corporate seal to be affixed to this Agreement, attested to by the hands of its proper officers in that behalf, this 19 day of November, 20 14.



Per: Louis R. Mc Caffrey  
Reeve

Per: Nicole Collin  
Administrator

IN WITNESS WHEREOF the Rural Municipality of Parkdale No. 498 has caused its corporate seal to be affixed to this Agreement, attested to by the hands of its proper officers in that behalf, this 15 day of January, 20 15.



Per: Robert Ruppel  
Reeve

Per: [Signature]  
Administrator

IN WITNESS WHEREOF the Rural Municipality of Meota. 468 has caused its corporate seal to be affixed to this Agreement, attested to by the hands of its proper officers in that behalf, this 25 day of November, 20 14.



Per: *M. Fennig*  
Reeve

Per: *Nicole H. H. H.*  
Administrator

IN WITNESS WHEREOF the Resort Village of Kivimaa-Moonlight Bay has caused its corporate seal to be affixed to this Agreement, attested to by the hands of its proper officers in that behalf, this 4<sup>th</sup> day of November, 20 14.



Per: *St. Paul*  
Mayor

Per: *[Signature]*  
Administrator

IN WITNESS WHEREOF the Town of Turtleford has caused its corporate seal to be affixed to this Agreement, attested to by the hands of its proper officers in that behalf, this 21<sup>st</sup> day of October, 20 14.



Per: *[Signature]*  
Mayor

Per: *Paul Lundberg*  
Administrator

IN WITNESS WHEREOF the Town of St. Walburg has caused its corporate seal to be affixed to this Agreement, attested to by the hands of its proper officers in that behalf, this 27<sup>th</sup> day of January, 20 15.



Per: *[Signature]*  
Mayor

Per: *Manuel R. R. R.*  
Administrator



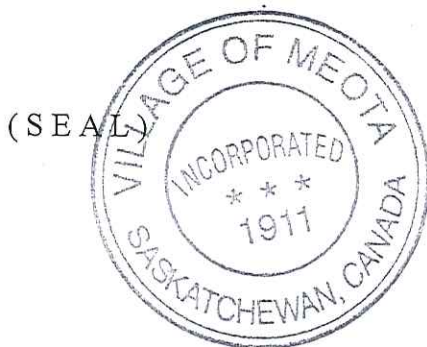
IN WITNESS WHEREOF the Village of Edam has caused its corporate seal to be affixed to this Agreement, attested to by the hands of its proper officers in that behalf, this 19 day of Nov, 20 14.



Per: [Signature]  
Mayor

Per: [Signature]  
Administrator

IN WITNESS WHEREOF the Village of Meota has caused its corporate seal to be affixed to this Agreement, attested to by the hands of its proper officers in that behalf, this 28 day of Nov, 20 14.



Per: J. R. McDonald  
Mayor

Per: Jacquie Code  
Administrator

IN WITNESS WHEREOF the Village of Mervin has caused its corporate seal to be affixed to this Agreement, attested to by the hands of its proper officers in that behalf, this 9th day of November, 20 14.



Per: George Smith  
Mayor

Per: [Signature]  
Administrator

IN WITNESS WHEREOF the Village of Glaslyn has caused its corporate seal to be affixed to this Agreement, attested to by the hands of its proper officers in that behalf, this 14 day of January, 20 15.



Per: [Signature]  
Mayor

Per: [Signature]  
Administrator