

RURAL MUNICIPALITY OF MONTROSE NO. 315
BYLAW NUMBER 1996-3

A bylaw authorizing the R.M. of Montrose No. 315 to enter into a Agreement pursuant to Section 254 of the Rural Municipality Act(the "Act").

The Council of the R.M. of Montrose No. 315, in the Province of Saskatchewan, hereby enacts as follows:

1. The R.M. of Montrose No. 315 is hereby authorized, pursuant to Section 254 of the Act, to enter into the Agreement attached hereto as Schedule "A" between the Town of Delisle, the R.M. of Vanscoy No. 345, the R.M. of Harris No. 316, the R.M. of Montrose No. 315, the R.M. of Perdue No. 346, and the Village of Vanscoy, for the purpose of carrying out jointly and managing the work previously carried on by the Delisle and District Health Council which Agreement creates a body corporate responsible for the said work.

2. The reeve and administrator of the R.M. of Montrose No. 315 are hereby authorized and directed to execute and deliver such agreement and take such steps as may be necessary to give effect to the foregoing.

The 12TH day of NOVEMBER, 1996.

R.M. OF MONTROSE NO. 315

Murray Purcell
Reeve

R. French
Administrator



Certified a true copy of Bylaw No. 1996-3 adopted by resolution of council the 12TH day of NOVEMBER, 1996.

R. French
Administrator



THIS AGREEMENT MADE EFFECTIVE THE 8TH DAY OF OCTOBER, 1996.

**R.M. of Vanscoy No. 345,
of Vanscoy, Saskatchewan,
(hereinafter referred to as "Vanscoy")**

- and -

**R.M. of Harris No. 316,
of Harris, Saskatchewan,
(hereinafter referred to as "Harris")**

- and -

**R.M. of Montrose, No. 315,
of Delisle, Saskatchewan,
(hereinafter referred to as "Montrose")**

- and -

**R.M. of Perdue No. 346
of Perdue, Saskatchewan,
(hereinafter referred to as "Perdue")**

- and -

**Town of Delisle,
of Delisle, Saskatchewan,
(hereinafter referred to as "Delisle")**

- and -

**Village of Vanscoy,
of Vanscoy, Saskatchewan,
(hereinafter referred to as "Village")**

WHEREAS the Delisle and District Health Council (hereafter the "original council") was originally appointed by the parties hereto for the purpose of administering a fund to be used to carry on activities within Delisle and District for the benefit of the public, which activities were health related and directed to preventing and relieving sickness and disability, both physical and mental;

AND WHEREAS it is desirable that the original council obtain ownership of property in Saskatchewan in order to carry out its activities;

AND WHEREAS in order to become registered owner of real property in Saskatchewan, it is necessary that the original council become a body corporate;

AND WHEREAS the parties hereto desire to enter into an Agreement under Section 175(2) of *The Urban Municipality Act*, in the case of the Town of Delisle and Village of Vanscoy, and Section 254 of *The Rural Municipality Act*, in the case of the R.M.'s of Vanscoy, Harris, Montrose and Perdue.

NOW THEREFORE the parties hereto agree:

Article 1 - Creation and Responsibilities of Board

1.01 Each of the parties hereto agrees with the others to create, and the parties do hereby create, a Board which will be called the Delisle and District Health Council (hereinafter the "Health Council").

1.02 The Health Council shall be a corporate body and shall engage in and carry on activities within Delisle and District for the benefit of the public, which activities shall be health related and shall be directed at preventing and relieving sickness and disability, both physical and mental.

1.03 Except as specifically provided hereunder the Health Council shall continue to operate in the manner in which the original council operated prior to the date hereof and the responsibilities and powers previously belonging to the original council immediately prior to the effective date hereof shall be transferred to the Health Council.

1.04 The following persons are hereby appointed to sit as directors of the Health Council until December 31, 1996:

By the Town of Delisle - Syd Hill and Bob Gramson;
By the R.M. of Vanscoy - Dave Currie and Ken McKenzie;
By the R.M. of Montrose - Gordon Ross and Murray Purcell;
By the R.M. of Harris - Gordon Carr;
By the Village of Vanscoy - Mary Campbell

Article 2 - Property of the Health Council

2.01 No part of the Health Council's property or profits shall be distributed, directly or indirectly, to the parties during the term of this Agreement, or to the directors of the Health Council.

2.02 On the termination of this Agreement, all assets and property of the Health Council shall, after payment of its just debts and obligations, be distributed to the parties pro-rata in accordance with their original contributions to the fund administered by the original council or, to such charitable corporation or registered charity within the meaning of the *Income Tax Act* (Canada) as each of them may direct their portion be transferred to.

Article 3 - Appointment of Directors and Decisions of the Board of Directors

3.01 The Health Council shall have nine (9) directors, until such time as the parties unanimously agree to change the number of directors. Each of the parties shall be entitled to appoint that number of directors to the Health Council indicated below:

Town of Delisle	-	2
R.M. of Vanscoy	-	2
R.M. of Montrose	-	2
R.M. of Perdue	-	1
R.M. of Harris	-	1
Village of Vanscoy	-	1

3.02 A quorum for any meeting of the Health Council shall consist of a majority of the number of directors as appointed from time to time. Questions arising at any meeting of directors shall be determined by a majority of votes of the directors present, and in the case of an equality of votes, the chairman of the meeting shall not have a second or casting vote.

3.03 The Health Council may by ordinary resolution establish rules and regulations governing the general management of and conduct of its business which rules and regulations shall be not inconsistent with this Agreement.

Article 4 - Auditor

4.01 The directors shall, annually, appoint an auditor to hold office for the Health Council.

Article 5 - Employees and Professional Services

5.01 The Health Council shall be entitled to employ such clerical staff and retain such professional services as it may require for the proper conduct of its purposes and may terminate such employment or professional services.

Article 6 - Execution of Contracts

7.01 The signing officers of the Health Council shall be the chairman, the vice-chairman and one other director, which director will be appointed by the directors from time to time.

Article 7 - Term

7.01 This Agreement shall continue in full force and effect until terminated by parties representing two-thirds of the following votes:

Town of Delisle	-	2
R.M. of Vanscoy	-	2
R.M. of Montrose	-	2
R.M. of Perdue	-	1
R.M. of Harris	-	1
Village of Vanscoy	-	1

Article 8 - Financial Year-end

8.01 The financial year-end of the Health Council is March 31st in each year.

Article 9 - General

9.01 This Agreement shall enure to the benefit of and be binding on the parties and their respective successors.

9.02 Time shall be of the essence of this Agreement.

9.03 This Agreement may be executed in several counterparts and by facsimile, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same original instrument.

9.04 This Agreement shall be construed in accordance with the laws of the Province of Saskatchewan.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their proper signing authorities in that regard.

R.M. OF VANSCOY

Per: _____

Per: _____

VILLAGE OF VANSCOY

Per: _____

Per: _____

R.M. OF HARRIS

Per: _____

Per: _____

R.M. OF MONTROSE

Per: Murray C. Reeve ^{REEVE} # R

Per: [Signature] ADM.

R.M. OF PERDUE

Per: _____

Per: _____

TOWN OF DELISLE

Per: _____

Per: _____