

# RURAL MUNICIPALITY OF MONTROSE #315

## BYLAW NO 2022-01

### A BYLAW TO PROVIDE FOR THE MUNICIPALITY TO ENTER INTO AN AGREEMENT TO ESTABLISH THE DELISLE AND DISTRICT HEALTH COUNCIL CORP.

The Council of the Rural Municipality of Montrose #315 in the Province of Saskatchewan enacts as follows:

1. This bylaw shall be referred to as the *Delisle and District Health Council Corp. Bylaw*.
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 [full name of municipality];
3. The *Rural Municipality of Montrose #315* is hereby authorized to enter into an agreement with *The Rural Municipality of Vanscoy #345, The Rural Municipality of Harris #315, The Rural Municipality of Perdue #346, the Town of Delisle and the Village of Vanscoy* for the purpose(s) stated within the agreement.
4. The agreement is attached hereto and forms a part of this bylaw, and is identified as "Exhibit A".
5. The Reeve and the Administrator are hereby authorized to sign and execute the agreement described as Exhibit A.

Signed and sealed this 13 day of JANUARY, 2022.

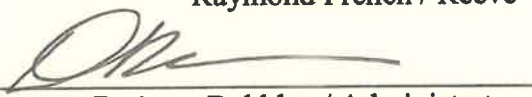
Read and Approved for a 1<sup>st</sup> time on: 13 day of JANUARY, 2022.

Read and Approved for a 2<sup>nd</sup> time on: 13 day of JANUARY, 2022.

Read and Approved for a 3<sup>rd</sup> and final time on: 13 day of JANUARY, 2022.




  
Raymond French / Reeve

  
DeAnne Robblee / Administrator, *ACTING*

#### CERTIFICATION:

Read a third time and adopted

this 13 day of JANUARY 2022

  
Administrator, *ACTING*

# EXHIBIT A

THIS AGREEMENT MADE EFFECTIVE THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

**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 Corp. (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 with the 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 the 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 8(1) of *The Municipalities Act*.

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 Corp. (hereinafter referred to as the “Health Council”).
- 1.02 The Health Council shall be a corporate body and shall engage in and carry-on activities with the 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.

#### **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
RM of Vanscoy	- 2
RM of Montrose	- 2
RM of Perdue	- 1
RM 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 chairperson 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 not be inconsistent with this Agreement.

3.04 **Appointment of Officers**  
Each year, at the first meeting of the Health Council, the following officers shall be appointed by resolution:

- a) Chairperson, who shall be appointed from amongst the directors;
- b) Secretary/Treasurer who shall be an employee of the Health Council and, as a result, can not be one of the directors.

3.05 Officers shall commence holding office immediately upon being appointed by resolution. Officers shall hold office until such time as:

- a) They tender their resignation as an officer;
- b) In the case of the Chairperson, they tender their resignation as a director or the Health Council is informed that the Chairperson's appointment as a director has terminated;
- c) The officer dies or is otherwise incapacitated; or
- d) At a meeting of the Health Council, duly constituted, the Health Council removes the officer by resolution.

**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**

- 6.01 The signing officers of the Health Council shall be the chairperson, the secretary/treasurer and/or one other director, which director will be appointed by the Health Council from time to time.
- 6.02 Signatures from a minimum of two signing officers for any Health Council contract or financial instrument are required to be valid.

**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
RM of Vanscoy	- 2
RM of Montrose	- 2
RM of Perdue	- 1
RM of Harris	- 1
Village of Vanscoy	- 1

**Article 8 – Financial Year-end**

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

**Article 9 – General**

- 9.01 This Agreement shall inure 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

VILLAGE OF VANSCOY

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

R.M. OF HARRIS

R.M. OF MONTROSE

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

R.M. OF PERDUE

TOWN OF DELISLE

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

THIS AGREEMENT MADE EFFECTIVE THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

**Delisle and District Health Council Corp.**

**-and-**

**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 Corporation was formed for the purpose of administering a fund to be used to carry on activities with the 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;

NOW THEREFORE the parties hereto agree:

**Article 1 – Payment of Per Capita Fee Per Municipality**

1.01 Each of the parties hereto agrees with the others to maintain a fund by paying a per capita fee per the following unless otherwise agreed to:

- Town of Delisle- 100% of the most current census of the municipality
- RM of Vanscoy- 100% of the most current census of the municipality
- RM of Montrose- 100% of the most current census of the municipality
- RM of Perdue- 100% of the most current census for divisions 3410 and 3510 only
- RM of Harris- 100% of the most current census for divisions 3210 and 3310 only
- Village of Vanscoy- 100% of the most current census of the municipality

2.02 The amount per capita will be determined annually at a meeting of the Health Council immediately preceding year end.

**Article 2 – Term**

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

- Town of Delisle - 2
- RM of Vanscoy - 2
- RM of Montrose - 2
- RM of Perdue - 1
- RM of Harris - 1
- Village of Vanscoy - 1

**Article 3 – Financial Year-end**

3.01 The financial year-end of the Health Council is March 31<sup>st</sup> in each year.

**Article 4 – General**

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



4.02 Time shall be of the essence of this Agreement.

4.03 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.

4.04 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

VILLAGE OF VANSCOY

Per: \_\_\_\_\_

Per: \_\_\_\_\_


Per: \_\_\_\_\_

Per: \_\_\_\_\_


R.M. OF HARRIS

R.M. OF MONTROSE

Per: \_\_\_\_\_

Per:   
Raymond French, Reeve

Per: \_\_\_\_\_

Per:   
DeAnne Robblee, <sup>Acting</sup> Administrator

R.M. OF PERDUE

TOWN OF DELISLE

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

DELISLE AND DISTRICT HEALTH COUNCIL CORP.

Per: \_\_\_\_\_

Per: \_\_\_\_\_

SCHEDULE "A" TO BYLAW NO. 7-2021

THIS AGREEMENT MADE EFFECTIVE THE 14th DAY OF Sept., 2021

**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")**

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**R.M. of Perdue No. 346  
of Perdue, Saskatchewan,  
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**-and-**

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

**-and-**

**Village of Vanscoy,  
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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 the 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 8(1) of *The Municipalities Act*.

NOW THEREFORE the parties hereto agree:

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- 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.

**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.

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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:

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RM of Montrose	- 2
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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 chairperson of the meeting shall not have a second or casting vote.

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- c) The officer dies or is otherwise incapacitated; or
- d) At a meeting of the Health Council, duly constituted, the Health Council removes the officer by resolution.

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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.

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6.01 The signing officers of the Health Council shall be the chairperson, the secretary/treasurer and/or one other director, which director will be appointed by the Health Council from time to time.

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**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
- RM of Vanscoy - 2
- RM of Montrose - 2
- RM of Perdue - 1
- RM of Harris - 1
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**Article 8 – Financial Year-end**

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

**Article 9 – General**

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R.M. OF VANSCOY

VILLAGE OF VANSCOY

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

R.M. OF HARRIS

R.M. OF MONTROSE

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

R.M. OF PERDUE

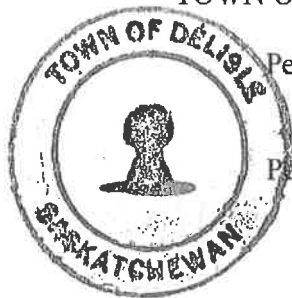
TOWN OF DELISLE

Per: \_\_\_\_\_

Per: *W. Brent*

Per: \_\_\_\_\_

Per: *M. Dubé*



THIS AGREEMENT MADE EFFECTIVE THE 24<sup>th</sup> DAY OF Jan, 2022

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

**-and-**

**R.M. of Harris No. 316,  
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**-and-**

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**-and-**

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**-and-**

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- 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: [Signature]

Per: [Signature]

VILLAGE OF VANSCOY

Per: \_\_\_\_\_

Per: \_\_\_\_\_

R.M. OF HARRIS

Per: \_\_\_\_\_

Per: \_\_\_\_\_

R.M. OF MONTROSE

Per: \_\_\_\_\_

Per: \_\_\_\_\_

R.M. OF PERDUE

Per: [Signature]

Per: Allen Kinginger

TOWN OF DELISLE

Per: \_\_\_\_\_

Per: \_\_\_\_\_

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R.M. OF VANSCOY

Per: [Signature]

Per: [Signature]

VILLAGE OF VANSCOY

Per: [Signature]

Per: [Signature]



R.M. OF HARRIS

Per: \_\_\_\_\_

Per: \_\_\_\_\_

R.M. OF MONTROSE

Per: \_\_\_\_\_

Per: \_\_\_\_\_

R.M. OF PERDUE

Per: \_\_\_\_\_

Per: \_\_\_\_\_

TOWN OF DELISLE

Per: \_\_\_\_\_

Per: \_\_\_\_\_

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R.M. OF VANSCOY

Per: [Signature]

Per: [Signature]

R.M. OF HARRIS

Per: [Signature]

Per: [Signature]

R.M. OF PERDUE

Per: \_\_\_\_\_

Per: \_\_\_\_\_

VILLAGE OF VANSCOY

Per: \_\_\_\_\_

Per: \_\_\_\_\_

R.M. OF MONTROSE

Per: \_\_\_\_\_

Per: \_\_\_\_\_

TOWN OF DELISLE

Per: \_\_\_\_\_

Per: \_\_\_\_\_