

BYLAW 02-2004

A BYLAW OF THE RURAL MUNICIPALITY OF MOOSE RANGE NO. 486 IN THE PROVINCE OF SASKATCHEWAN TO PROVIDE FOR ENTERING INTO AN AGREEMENT RESPECTING THE JOINT FUNDING OF THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A PRIMARY CARE MEDICAL HEALTH CLINIC.

The Council of The Rural Municipality of Moose Range No. 486 in the Province of Saskatchewan enacts as follows:

Pursuant to Section 254 (1a) of The Rural Municipality Act, 1989

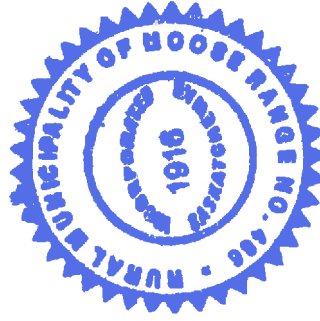
1. The Rural Municipality of Moose Range No. 486 is hereby authorized to enter into an Agreement, attached hereto and forming a part of this Bylaw, and identified as Exhibit A, with the following municipalities:

Town of Carrot River

For the purpose stated within the Agreement.

2. The Reeve and the Administrator of the R.M. of Moose Range No. 486 are hereby authorized to sign and execute the attached Agreement identified as Exhibit A on behalf of the Rural Municipality of Moose Range No. 486.

  
\_\_\_\_\_  
Reeve



  
\_\_\_\_\_  
Administrator

Certified a true copy of  
Bylaw No. 02/2004 adopted  
by resolution of Council on  
the 06th day of August,  
A.D. 2004.

  
\_\_\_\_\_  
Administrator

Exhibit A to Bylaw 02 - 2004

Memorandum of Agreement made this 18 day of August, 2004  
between:

Rural Municipality of Moose Range #486

And

Town of Carrot River

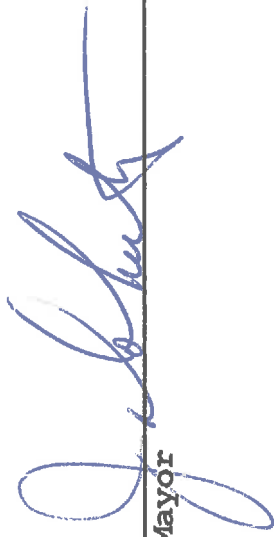
WHEREAS pursuant to the provisions of Bylaw 02/2004 of the Rural Municipality of Moose Range #486 and Bylaw 2004/05 of the Town of Carrot River, the parties hereto are authorized to enter into an Agreement to provide for sharing of the construction of a new Primary Care Medical Health Clinic and the operation and maintenance of the facility after construction according to the details attached;

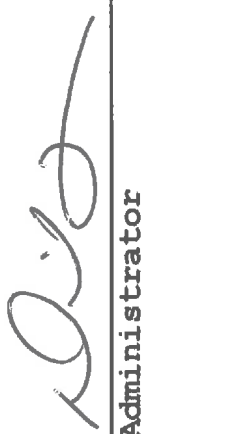
AND WHEREAS the parties hereto have agreed to enter into such an Agreement for the purpose of sharing in the new Primary Care Medical Health Clinic services and expenses thereof so as to permit each of the parties hereto to levy upon the assessed value of assessable property shown on their respective assessment rolls necessary sums of money to be applied toward the provision of the new Clinic, in accordance with the provision of Section 254.1.a, of The Rural Municipality Act, 1989 and Section 175(2) of The Urban Municipality Act, 1984 and all amendments thereto;

NOW THEREFORE, be it resolved that:

1. The parties agree to participate in the construction of a new Primary Care Medical Health Clinic for the Town of Carrot River and surrounding district of the Rural Municipality of Moose Range #486 and that the new facility will be built on Lots 05 and 06 Block 01 Plan BE2797 in the Town of Carrot River.
2. The parties agree that the members of the Primary Care Construction Committee shall act as agents of the municipalities on the project and that they shall be charged for planning and managing the construction of the new Primary Care Medical Health Clinic. Each municipal Council will appoint two of its members to serve on the Primary Care Construction Committee to ensure that a direct link to the municipal Councils is maintained.
3. The net operating and maintenance expenses for the new Clinic, after the completion of the construction of the project, will be shared 50/50 on an annual basis between the parties of this Agreement.
4. The capital construction of the Rural Municipality of Moose Range #486, and the capital construction of the Town of Carrot River shall be 50% each of the total construction cost, property cost excluded.
5. During the construction period, all expenditures shall be recorded in the general ledger of the Rural Municipality of Moose Range #486, and their partner is to receive an invoice for its portion at regular intervals. After construction, regular monthly operating costs are to be recorded in the general ledger of the Town of Carrot River, and their partner may be invoiced for its portion at regular intervals.

6. The parties to this Agreement shall assume the full operating and controlling authority on the new Primary Care Medical Health Clinic until such time as each appoint the same members to a board or commission. The board or commission shall then be responsible, as agents of each municipal Council for the operation of the new clinic.
7. Should either party to this Agreement at some point in time become unwilling or unable to continue any of the terms of this Agreement, this Agreement shall then be reviewed at a combined meeting of the said parties for the purpose of revising the Agreement.
8. Should either party to this Agreement wish to amend or revise any of the terms of this Agreement, it must provide the other party with 30 days written notice of its intent to amend or revise the Agreement. Any or all of the terms of this Agreement are subject to revision or amendment by the mutual consent of each of the parties to this Agreement.
9. This Agreement shall come into force and take effect on the date that the authorized officers of each municipality sign this document below and when the respective Bylaws authorizing this Agreement have been formally adopted by each municipal Council.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator