

Rural Municipality of Moose Range No. 486
Bylaw No. 03/2000

A BYLAW TO AUTHORIZE ENTERING INTO AN AGREEMENT
WITH THE NORTH-EAST HEALTH DISTRICT BOARD.

WHEREAS the Rural Municipality of Moose Range #486 is a municipality as defined by section 2 of *The Rural Municipality Act, 1989*, and section 2 (0) of *The Health Districts Act* and is permitted by section 30 of *The Health Districts Act* to enter into an agreement with a district health board for the purpose of providing funds to that district health board;

AND WHEREAS it is deemed advisable to enter into such an agreement with the North-East District Health Board;

NOW, THEREFORE, the Council of the Rural Municipality of Moose Range #486, in the Province of Saskatchewan, in an open meeting assembled enacts as follows:


- (1) The Rural Municipality shall enter into an agreement as attached to this Bylaw as a Schedule. The schedule attached hereto and marked "A" shall take effect in all respects as Schedule "A" to Bylaw No. 03/2000.
- (2) The Reeve and Administrator are hereby authorized, empowered and directed to execute a Promissory Note to secure payment of the grant and to affix the corporate seal of the Rural Municipality and to do and to cause to be done all acts, matters and things which may be necessary for the due performance and fulfillment of the said Promissory Note.
- (3) This Bylaw shall come into force and take effect from and after the day of final passing thereof.
Introduced and read a first time this 11th day of October, 2000.
Read a second time this 11th day of October, 2000.
Read a third time and passed, this 3rd day of November, 2000.



Reeve


Administrator

Certified a true copy of Bylaw No. 03, 2000
given final reading by the Council on the 3rd
day of November, 2000.



Administrator

SCHEDULE "A" TO BYLAW 03/2000

THIS AGREEMENT made in triplicate this 4th day of December, 2000.

BETWEEN:

THE TOWN OF CARROT RIVER, a body corporate under the Laws of the Province of Saskatchewan, hereinafter called the "Town"

OF THE FIRST PART

AND

THE RURAL MUNICIPALITY OF MOOSE RANGE # 486, a body corporate under the Laws of the Province of Saskatchewan, hereinafter called the "RM"

OF THE SECOND PART

AND

THE NORTH EAST HEALTH DISTRICT BOARD, located at the Town of Nipawin, in the Province of Saskatchewan, as represented by its Board, hereinafter called the "Board"

OF THE THIRD PART

WHEREAS the "Board" provides health services to the residents of the Town and the RM; and

WHEREAS Section 30, The Health Districts Act allows a municipality to enter into a voluntary Agreement with a District Health Board to provide funds to the District Health Board;

IN CONSIDERATION of the mutual promises given in this Agreement, the parties agree as follows:

NOW THEREFORE, this Agreement witnesses as follows:

1. The Town and the RM agree to pay to the Board a grant in the amount of \$805,000.00 in the following amounts on the following dates:

Dates	Amounts
On Signing this Agreement	\$581,000.00
<u>December 29, 2000</u>	<u>\$224,000.00</u>
TOTAL	\$805,000.00

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2. The Board agrees to use the grant paid by the Town and the RM for capital expenditure as follows for the Carrot River and District Integrated Health Facility:

a. The planning, design and construction of additions of approximately 485 square metres, renovations to the core area of approximately 520 square metres, upgrades to the resident rooms and washrooms and overall building upgrades including sprinklers, mechanical, ventilation, lighting and corridor finishes.

The project will provide thirty-two (32) LTC beds, two (2) observation beds, one (1) palliative care and three (3) respite/multipurpose beds, laboratory and x-ray, trauma and treatment rooms, home care and community services offices, support services facilities including dietary, laundry, housekeeping, staff change area, administrative services and programs facilities; and mechanical and electrical upgrade.

The work will also include renovation of the existing building to comply with minimum building standards and code requirements.

b. Any interest earned on grant money held by the Board prior to payment out of the same for the capital expenditure described herein may be added to the capital by the Board and used by the Board as part of the grant.

c. In the event the Board does not require the full amount of the \$805,000.00 grant to complete the capital expenditure described herein, the Board will refund any excess to the Town and RM.

3. This Agreement shall apply to the grant to be made on December 29, 2000.

4. The Town and the RM agree to be jointly and severally responsible for the payment of the grant of \$805,000.00 in the amounts and on the dates set out in his Agreement.

5. The Town and the RM agree to provide the Board with a Promissory Note executed by the appropriated signing authorities of each under seal for the purpose of securing payment of the grant by the Town and the RM to the Board.

6. In the event of a dispute between the parties which is not resolved within thirty (30) days of the dispute arising the parties agree that the matter be adjudicated by arbitration. The parties agree that arbitration shall proceed in accordance with and pursuant to The Arbitration Act, 1992 of Saskatchewan as amended from time to time.

7. The preamble to this Agreement shall form an integral part of this Agreement as though repeated at length in this Agreement.

8. All references in this Agreement to dollars are expressed in the currency Canada.




9. In this Agreement, unless there is something in the subject matter of context inconsistent with the same a reference to any statute extends to and includes amendment or reenactment of such statute.
10. This Agreement, including schedules and all other document, to be delivered under this Agreement, form the entire Agreement between the parties and supersede all prior Agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no warranties, collateral warranties, representations or other Agreements between the parties in connection with the subject matter except as specifically set out in this Agreement.
11. This Agreement shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals attested by their proper officers in that behalf of the day and year first above written.

THE TOWN OF CARROT RIVER



Mayor



Administrator

THE RURAL MUNICIPALITY OF MOOSE RANGE #486




Keeve
Administrator



Administrator

THE NORTH EAST HEALTH DISTRICT BOARD



CHAIRPERSON



CHIEF EXECUTIVE OFFICER

