

BYLAW 02/2013


A BYLAW OF THE RURAL MUNICIPALITY OF MOOSE RANGE NO. 486 IN THE PROVINCE OF SASKATCHEWAN TO AUTHORIZE AN AGREEMENT WITH THE TOWN OF CARROT RIVER

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

1. Pursuant to Section 8 of The Municipalities Act, 2006, the Council of the Rural Municipality of Moose Range No. 486 authorizes entering into an agreement with the Town of Carrot River for the purpose of establishing The Pasquia Trust.
2. The Pasquia Trust is formed to accept donated funds, and to conduct fundraising activities, and subsequently to initiate a grant making program to:
 - a. Preserve and enhance the quality of Life in the community;
 - b. Promote development in many areas including and not limited to culture, education, heritage, recreation, environment, health and the arts;
 - c. Fund other charitable purposes that benefit the community;
 - d. Serve the residents of the Town of Carrot River and the Rural Municipality of Moose Range No. 486
3. The attached Schedule A identified as the Memorandum of Agreement between the Town of Carrot River and Rural Municipality of Moose Range No. 486 shall form a part of this Bylaw.
4. The attached Schedule B identified as The Pasquia Trust Fund Constitutional Guidelines shall form a part of this Bylaw.
5. Bylaw 01, 2009 and attached schedules shall be repealed.
6. This Bylaw shall come into effect on the date of the final passing thereof by the Council of the Town of Carrot River and on the date of final passing thereof by the Council of the Rural Municipality of Moose Range No. 486.



Reeve



Administrator

Given Third and final reading at the February 13, 2013 Council meeting.



Administrator



MEMORANDUM OF AGREEMENT

This agreement made the 13th day of February, 2013.

BETWEEN, the Rural Municipality of Moose Range #486 ("the RM")

and

the Town of Carrot River ("The Town")

WHEREAS:

- a) The elected councils of the Town and the RM have historically worked in close cooperation and partnership to serve the best interests of their citizens in the geographical areas defined as the Town of Carrot River and RM of Moose Range #486;
- b) Present and former residents of the Town and the RM have frequently, voluntarily, contributed financial donations to causes related to the sustainability and well being of the communities;
- c) The elected councils of the Town and the RM deem it appropriate to provide their citizens an opportunity to contribute to endowment funds, both permanent and nonpermanent, from which the communities' well-being may be supported;
- d) The elected councils, while acknowledging that they are separate and independent entities, desire to work together in common purpose with their citizens for the enhancement and sustainability of the committee:

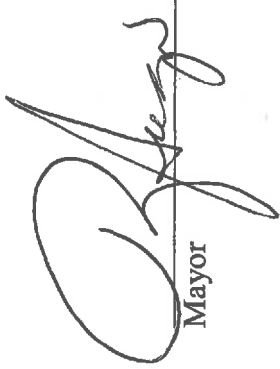
NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. By the passage of complementary resolutions and /or bylaws, the Town and the RM shall enter into partnership in the creation of "The Pasquia Trust" ("The Trust"), as a vehicle to accept financial donations and proceeds of fundraising activities.
2. The parties acknowledge that the Trust shall operate to accept and raise funds for enhancement and sustainability of the community within the now existing and/or later amended boundaries of the Town and the RM.

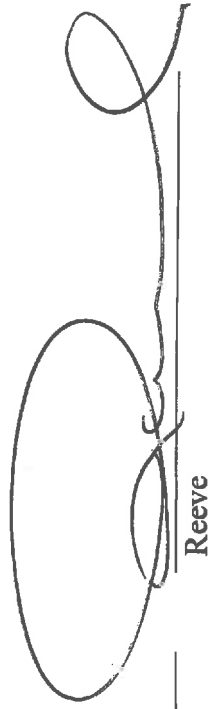
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3. The Trust shall be governed and administered by a body of volunteers, who shall be appointed by the elected councils of the Town and the RM in a proportion to be agreed upon. All such members of the Trust's board of directors shall be residents of the Town and/or the RM.
4. The board of directors is empowered to disburse grants from earnings/revenues of the Trust, in accordance with policy as may be established from time to time. The board of directors will ensure that funds received by the Trust are expended for purposes consistent with the intentions of donors, and the purpose for which the funds were raised. Grants disbursed shall be ratified by the Councils.
5. The focus of the Trust shall be:
 - a. To create permanent and non-permanent endowments in order to address long-term as well as immediate needs;
 - b. To wisely administer funds in the Trust in order to achieve the ability to issue grants from its earnings, while retaining the financial principal of permanent endowments intact;
 - c. To develop, administer and maintain a grants program for a broad range of interests and to serve all segments of the populations;
 - d. To strive to be representative of, and accountable to, the communities it serves;
 - e. To ensure that all donors are appropriately acknowledged, donations are properly receipted and funds disbursed in a manner consistent with the intentions of donors and the purposes for which the funds were raised.
6. The parties acknowledge that the Trust has the authority to receive and administer any donations or bequests made to facilities and services of the Town and the RM; and in addition, to receive and administer any revenues derived from fundraising activities conducted by, or on behalf of, the Trust.
7. The elected councils of the Town and the RM acknowledge that monies donated to, or raised by or on behalf of, the Trust may not be considered as, nor expended as, tax revenues.
8. The Town and the RM shall provide to the Trust:
 - a. A reasonable amount of office and storage space
 - b. Access to and use of office equipment
 - c. Official receipts to be issued to donors for income tax purposes.
 - d. Use of general office supplies.
 - e. Computer support services.
 - f. Access to and use of community website pages.

- g. Mailing services including postage costs
 - h. Financial review/auditing services.
 - i. Reasonable, appropriate space for donor recognition.
 - j. Such other services and support as may be deemed appropriate.
9. The elected councils of the Town and the RM acknowledge that any costs incurred respecting the operation of the Trust shall be shared on a 50/50 basis.



Mayor



Reeve



Administrator (Town)



Administrator (RM)



The Pasquia Trust

SCHEDULE B

Constitutional guidelines

1. Purpose

The trust is established to:

- a. Operate as a joint venture agency representing the interests of residents of the partner municipalities, namely the Town of Carrot River and the Rural Municipality of Moose Range #486.
- b. Fund purposes beneficial to the communities as a whole and to preserve and advance the quality of life in the communities. This will promoted development in diverse areas including and not limited to agriculture, arts culture, education, environment, health, heritage, recreation and sports.
- c. To effect the above, the Trust is authorized to receive donations; subject only to receiving prior approval from the elected councils before accepting gifts involving real estate. The Trust is also authorized to conduct fundraising projects.
- d. The board of directors is empowered to disburse grants from earnings/revenues of the Trust, in accordance with policy as may be established from time to time. The board of directors will ensure that funds received by the Trust are expended for purposes consistent with the intentions of donors and the purposes for which the funds were raised. Grants disbursed shall be ratified by the Councils.

2. Use of Funds

The board may, within each fiscal year, use and distribute such portion of the "income" of the trust for that year, as the board deems proper. The principal of any and all "permanent endowments" shall be preserved intact.

3. Offices

Unless changed by special resolution of the Councils of the Town and the RM, the office of the Trust shall be in such address as the councils may from time to time determine, so long as that address is within the geographic area served by the trust.

Location of records

All records of the Trust shall be kept at the designated office of the Trust.

4. Nominating committee

Directors shall be appointed by the councils upon recommendations of a nominating committee composed of members of the existing board of directors.

The nominating committee will elect its own chairperson from among committee Members

A nominee must agree to the appointment and term prior to appointment being made. In writing, the nominating committee will inform the Councils of the names of the nominees to the board.

The nominating committee will inform the nominees, in writing, of their appointment and the term of their appointment.

The nominating committee will ensure that the board of directors;

- a) Shall reasonably represent the communities geographically.
- b) Be reasonably equal on the basis of gender.
- c) Be reasonably representative of the interests reflected in the Trust's statement of "Purpose".
- d) Shall be an active and pro-active board.

All nominating committee documents, including working papers, correspondence, and minutes of meetings remain the property of the Trust and will be retained at the designated office.

5. Directors

Number

Unless changed by the councils of the Town and the Rural Municipality, the board of directors shall be comprised of not less than five and not more than nine directors.

Directors must reside within the Town and /or R.M. This number shall include a sitting council member of each of the partner municipalities serving, ex-officio, with voting rights, as liaison to the board of directors.

Term of Office

The initial terms of the directors shall be staggered so that 50 percent plus one will have an initial term of two years and the others shall have an initial term of one year. After this start up period, the term of the directors shall be two years. The terms shall expire at the end of the fiscal year of the Trust.

Number of terms

A director may sit for a maximum of six years. Following a one year absence thereafter, such person may return to the board. (Those initial directors who were appointed for a one year term may sit for a maximum of seven years.)

Powers

Directors of the Trust will administer, by resolution, all the affairs of the Trust.

Remuneration

The directors shall serve without remuneration and no director shall directly or indirectly receive any profits from his/her position. A director may be paid reasonable expenses incurred by him/her in the performance of his/her duty.

Resignation

Any director resigning their appointment to the board will do so in writing. The resignation will become effective immediately upon its receipt by the board secretary.

Disqualification

If a director is absent from three consecutive meetings in any year, without an adequate reason acceptable to the board, he shall forfeit his membership on the board and shall be disqualified from returning to the board for the remainder of the term for which he was appointed.

Removal

In the absence of a written agreement to the contrary, the board may at any time and with or without cause, remove at its pleasure any officer of the Trust.

Vacancies

Vacancies on the board of directors will be filled by appointment, by resolution of both Councils, for the remainder of the term being vacated.

6. Meeting of Directors

Quorum

At any meeting of the board of directors of the Trust, a bare majority of directors shall constitute a quorum.

Place

A meeting of the board may be held at any time and in any place in the Town and/or RM, as the directors may from time to time determine.

Notice

A meeting of the board may be convened by the chairperson or any three directors on at least seven day's notice. In the absence of the chairperson, the vice-chair may convene a meeting. By resolution the directors may, from time to time, determine to hold regular meetings of the board and shall by such resolution fix the dates, times and locations of such regular meetings.

Notice of any meeting of directors stating the date, time and place of meeting may be in writing and delivered or mailed, or may be given by telephone, facsimile or electronic messaging.

A meeting of the board may be held and duly constituted at any time without notice if all the directors are present or, if any be absent, those absent have waived notice or signified their consent in writing to the meeting being held in their absence.

Participation from a distance

If all directors consent, a director may participate in a meeting of directors by means of telephone or other communication devices as permit all persons participating in the meeting to hear each other, and a director participating in the meeting by that means is deemed to be present at the meeting.

Voting

Questions arising at any meeting of the board of directors shall be decided by a majority of votes. All members of the board of directors shall vote on all matters. If there are an equal number of votes for and against a question or resolution, the question or resolution is defeated.

Conflict of Interest

A director who has a direct or indirect interest in any proposed contract or transaction to which the Trust is to be a party shall declare their interest at the meeting at which the proposed contract or transaction is first considered, and shall absent themselves from any discussion or voting thereon.

Fiscal Year end and annual meeting.

The fiscal year end of the Trust shall be December 31 of each year. The annual general meeting shall be held within 120 days following the end of the fiscal year-end and shall be open to the general public. Notice of such meeting shall be advertised publicly within the area served by the Trust, at least 21 days in advance of such meeting.

The annual meeting shall be held, at the discretion of the board of directors, in any place within the area served by the Trust.

At the annual meeting the board of directors shall be appointed as required and shall receive a report of the directors shall be appointed as required and shall receive a report of the directors as to the affairs of the Trust for the previous year, a financial statement of the Trust and an auditor's report thereon, and such other information or reports relating to the Trust's affairs as the board may determine.

In the absence of the chairperson and vice-chairperson the directors present shall choose another director as chairperson for that meeting. Voting at the annual meeting shall be by a show of hands.

Dissolution

The intention of the Trust shall be to continue in perpetuity, however if the directors decide that it is advisable to dissolve the Trust then they shall so advise the Councils of the Town and the RM.

7. Elections/appointments

There shall be a chairperson, vice-chairperson and such other officers as the board of directors may from time to time determine. One person may hold more than one office, except the offices of chairperson and vice-chairperson.

The chairperson and vice-chairperson shall be elected yearly from among their number at the meeting immediately following the annual general meeting. In default of such election, the then incumbents, being members of the board, shall hold office until their successors are elected.

In the event that the chairperson or the vice-chairperson or secretary fails to complete their term of office, the board of directors shall have the power to fill vacancies from among their number for the unexpired term.

Powers and duties of chairperson and vice-chairperson

The chairperson shall, when present, chair all meetings of the board of directors. He should also be an ex-officio member of all committees, shall represent the Trust at public and official functions and shall carry out such other duties as may be assigned to him by

the board. The chairperson shall also be charged with the general management and supervision of the affairs and operations of the Trust. During the absence or inability of the chairperson, his duties and powers may be exercised by the vice-chairperson. If the vice-chairperson exercises any such duty or power, the absence or inability of the chairperson shall be presumed.

Duties of Secretary

The secretary shall attend all meetings of the board of directors and record all facts and minutes of all proceedings in the books and/or devices kept for that purpose. The secretary shall give all notices required to be given directors. In the absence of the board-elected secretary, the chairperson shall appoint a board member to record all facts and minutes of the meeting.

8. Duties of Treasurer

- a. Maintain the bank accounts, the cheque register and the records of the investments of the Trust; investment documents themselves and other materials of that nature.
- b. Maintain the records of revenues from all sources including donations, bequests, fundraising project, and ensure proper receipts are issued.
- c. Maintain communication with the Town Administrator and collaborated on the creation of tax deductible receipts and other matters necessary for the expedient operation for the Trust.
- d. Give effect to and observe all proper direction given by the Board with respect to the assets of the Trust.
- e. Distribute the monies in its possession in such manner as the Board by resolution directs, and to meet the provisions of Section C above.
- f. As reasonably required by the Board and Councils of the Town and RM give full information as to the financial status of the Trust.
- g. Provide the Town Administrator at each year end a financial statement that reports all revenue and expenditure activity of the Trust for the year and includes a summary of all tax deductible receipts issued during the year for confirmation purposes and to be reported on the Town of Carrot River annual financial statement.

9. Committees

The board may form time to time constitute such committees as it deems necessary for the effective management of its operations and affairs including, without limitation, committees for the raising, investment and allocation of funds of the Trust, and shall prescribe their duties.

Membership of committees

The board may, from time to time, appoint persons as members of each committee who may, but need not, be members of the board. The chairperson of the board shall be an ex-officio member of each committee. The chairperson of each committee shall be appointed by the board of directors.

Meetings

Each committee may meet for the transaction of business, adjourn and otherwise regulate its meetings as its members think fit provided, however, that a majority of the members of each committee shall constitute a quorum thereof for the transaction of the business. Questions arising at any meeting of each committee shall be decided by a majority of votes.

Meetings of each committee shall be held within the geographical area served by the Trust. Unless otherwise provided for in these guidelines or stipulated by the board, each committee appointed by the board shall have the power to regulate its procedure. All committee documents, including working papers, correspondence, and minutes of meetings, remain the property of the Trust and will be retained at the designated office.

10. Indemnification of directors and officers

Every director and officer of the Trust and every person who has or is about to undertake any liability on behalf of the Trust, or any corporate body controlled by it, and his or her heirs, executors and administrators, may be indemnified and saved harmless by the Trust from and against any liability and all costs, charges and expenses that he or she sustains or incurs in respect of any action, suit or proceeding which is proposed or commenced against him or her in respect of the execution of the duties of his or her office; and all other costs, charges and expenses which he or she sustains or incurs in respect to the affairs of the Trust, which are not occasioned by the individual's own willful neglect or default. Further, the Trust may, if available on commercially reasonable terms, obtain directors' and officers' liability insurance in such amounts and upon such terms as the board may determine.

11. General

Investment policy

Unless a contrary direction is contained in any donation, legacy gift, grant or bequest to the Trust, the Trust shall in making investments of its funds be limited to investments by law for the investments of its funds be limited to investments by law for the investment of municipal funds specified in Section 160(1) of The Municipalities Act. Wherever possible, such investments shall be purchased within the community, so long as the quotes obtained from them are comparable to those that can be obtained elsewhere.

Accumulation

The Trust is hereby granted the power to accumulate income.

Encroachment

The Trust shall not encroach upon the principal capital donated to it by way of permanent endowment, being limited to the use of earnings gained from such permanent endowment. The Trust shall not encroach upon the principal capital of non-permanent endowments donated to it beyond guidelines, if any, specified by the donor.

Financial statements

The board of directors shall cause audited financial statements to be prepared for each fiscal year of the Trust. Copies of the audited financial statements, including auditor's

comments, shall be available to the public. Auditors of the Town shall be the auditors for the Pasquia Trust.

Computation of time.

In computing the date when notice must be given under any provision of these guidelines requiring a specified number of days notice of any meeting of other event, the date of giving the notice and the date of the meeting or other event shall be excluded.

Omissions and errors

The accidental omission to give a notice to any member, director, officer or auditor or the non-receipt of any notice by a member, director, officer or auditor, or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice.

Cheques, drafts and notes

All cheques, drafts, or orders for the payment of money and all notes and acceptances of bills of exchange shall be signed by such officer or officers or persons, whether or not officers of the Trust. And in such manner as the board may from time to time designate.

Banking

The banking business of the Trust, or any part thereof, shall be transacted with such bank, trust company or other firm or corporation carrying on a banking business, as such banking business, or any part thereof, shall be transacted on behalf of the Trust by any two of the chairperson, vice-chairperson, treasurer and/or any other board member as the board may designate, direct or authorize by resolution.

Execution of instruments

Contracts, documents or instruments in writing requiring the signature of the Trust may be signed by any two of the chairperson, vice-chairperson, treasurer and / or any other board member as the board may designate, direct or authorize by resolution. All contracts, documents or instruments in writing so signed shall be bringing upon the Trust without any further authorization presented to the board of directors for approval.