

Town of Rocanville
BYLAW NO. 2020-02

A BYLAW OF THE TOWN OF ROCANVILLE TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH THE RURAL MUNICIPALITY OF ROCANVILLE NO.151 FOR THE OPERATION OF JOINTLY OWNED SERVICES AND FACILITIES.

The Council of the Town of Rocanville in the Province of Saskatchewan, enacts as follows:

WHEREAS it is desirous that the Town of Rocanville enter into an agreement with the Rural Municipality of Rocanville No. 151, the terms of which are attached hereto and marked as Schedules “A”, “B”, “C”, and “D” of this bylaw, for the joint operation of the Rocanville Volunteer Fire Department. Rocanville Medical Centre and the Rocanville Regional Library Branch.

NOW THEREFORE, the Council of the Town of Rocanville enacts as follows;

1. The Mayor and Administrator of the Town of Rocanville are hereby authorized to sign and execute the said agreements, the terms of which are set out in Schedules “A”, “B”, and “C” hereinbefore referred to.
2. That Bylaw No. 92-4 is hereby repealed
3. This bylaw shall come into force and take effect upon the date adopted by Council.

- | | | |
|----|--------------------------------|---|
| a) | <i>Read a first time this</i> | <i>15th day of April, 2020</i> |
| b) | <i>Read a second time this</i> | <i>6th day of May, 2020</i> |
| c) | <i>Read a third time this</i> | <i>6th day of May, 2020</i> |

Mayor

SEAL

Administrator

Certified a true copy of the Bylaw No. 2020-02.
Adopted by resolution of council on the 6th day of May, 2020

Administrator

This is Schedule "A" referred to in Bylaw No. 2-2020

INDENTURE OF AGREEMENT FOR ROCANVILLE FIRE DEPARTMENT

Between:

The RURAL MUNICIPALITY OF ROCANVILLE NO. 151 having its office in the Town of Rocanville, in the Province of Saskatchewan, the Rural Municipality of the First Part;

-and-

THE TOWN OF ROCANVILLE, in the Province of Saskatchewan, the Town of the Second Part;

WHEREAS the parties hereto are desirous of co-operating to carry out jointly a service, namely Fire Protection, in which they have a common interest and which each of them could lawfully carry out alone within its own territorial limits;

WITNESSETH that in consideration of the covenants, promises, agreements, and undertakings hereinafter contained, on the part of the parties hereto;

IT IS AGREED AND UNDERSTOOD, THAT:

THE RURAL MUNICIPALITY OF ROCANVILLE NO. 151, of the First Part, will;

- 1) reimburse the Town on demand, Sixty-Five (65) percent of the cost of the total operations of the Rocanville Volunteer Fire Department.

THE TOWN OF ROCANVILLE, of the Second Part, will;

- 1) make space available in the fire hall owned by and situated in the Town, to house the jointly owned emergency vehicle, pumper truck, equipment and appurtenances such as; ladders, hoses, nozzles, couplings, hats, coats, boots, etc., along with the additional equipment such as portable pump and tank, suction hoses and valves, owned by the municipality.
- 2) have qualified members inspect and test the trucks and equipment periodically to ensure as far as possible that they will be in a state of readiness at all times.
- 3) instruct the Fire Chief and his Deputies to supply an agreed upon number of duly qualified members of the Fire Department to man the trucks on call and proceed with all possible speed to any fire or fires in the Rural Municipality of Rocanville or the Town of Rocanville and where to operate the equipment, and in every way possible assist in fighting the fire.

IT IS FURTHER UNDERSTOOD AND AGREED BY THE PARTIES HERETO, THAT:

- 1) a call for a pumper truck from authorized personnel of the Villages of Welwyn, Spy Hill, and Tantallon and the Towns of Moosomin and Wapella and the Rural Municipalities of Moosomin No. 121 and Martin No.122 for emergency fire assistance, a unit will be permitted to attend. In the event, a call for a truck to fight a fire within the territorial limits of the Rural Municipality or the Town is received, the unit assisting another municipality shall be summoned to return to Rocanville as soon as possible.
- 2) any revenues derived from assistance to other municipalities shall be shared on the same basis as the operating costs, being Sixty-Five (65) percent to the Rural Municipality and Fifty-Five (35) percent to the Town.
- 3) this agreement to be retroactive to January 1^{st.}, 2020
- 4) this agreement shall be continuous and to be reviewed jointly by the council's of the Rural Municipality and the Town as deemed necessary.
- 5) other matters of policy relative to the operation of the Rocanville Volunteer Fire Department shall be determined by resolution of each council.

IN WITNESS WHEREOF and by virtue of a bylaw passed by the Council of The Rural Municipality of Rocanville No. 151 and a bylaw passed by the Council of The Town of Rocanville, the said parties have each caused its corporate seal to be affixed hereby attested by the signatures of its proper officers in that behalf.

SIGNED, SEALED, AND DELIVERED at the Town of Rocanville, in the Province of Saskatchewan, this 1st day of May, A.D. 2020.

THE RURAL MUNICIPALITY OF ROCANVILLE NO. 151

SEAL

Reeve

Administrator

THE TOWN OF ROCANVILLE

SEAL

Mayor

Administrator

This is Schedule "B" referred to in Bylaw No. 2-2020

INDENTURE OF AGREEMENT FOR ROCANVILLE MEDICAL CENTRE

BETWEEN:

The RURAL MUNICIPALITY OF ROCANVILLE NO. 151 having its office in the Town of Rocanville, in the Province of Saskatchewan, the Rural Municipality of the First Part;

-and-

THE TOWN OF ROCANVILLE, in the Province of Saskatchewan, the Town of the Second Part;

WHEREAS the parties hereto are desirous of co-operating to carry out jointly a service, namely Medical Centre, in which they have a common interest and which each of them could lawfully carry out alone within its own territorial limits;

WITNESSETH that in consideration of the covenants, promises, agreements, and undertakings hereinafter contained, on the part of the parties hereto;

IT IS AGREED AND UNDERSTOOD, THAT:

- 1) The Rural Municipality shall bear Forty-Five (45) percent of the operational costs of the Rocanville Medical Centre.
- 2) The Town shall bear Fifty-Five (55) percent of the operational costs of the Rocanville Medical Centre.
- 3) Other matters of policy relative to the operation of the Rocanville Medical Centre shall be determined by resolution of each council.

IN WITNESS WHERE OF and by virtue of a bylaw passed by the Council of the Rural Municipality of Rocanville No.151 and a bylaw passed by the Council of the Town of Rocanville, the said parties have each caused its corporate seal to be affixed hereby attested by the signatures of its proper officers in that behalf.

SIGNED, SEALED, AND DELIVERED at the Town of Rocanville, in the Province of Saskatchewan, this 1st., day of May, A.D. 2020

THE RURAL MUNICIPALITY OF ROCANVILLE NO. 151

SEAL

Reeve

Administrator

THE TOWN OF ROCANVILLE

SEAL

Mayor

Administrator

This is Schedule "C" referred to in Bylaw No. 2-2020

INDENTURE OF AGREEMENT FOR ROCANVILLE REGIONAL LIBRARY

BETWEEN:

The RURAL MUNICIPALITY OF ROCANVILLE NO. 151 having its office in the Town of Rocanville, in the Province of Saskatchewan, the Rural Municipality of the First Part;

-and-

THE TOWN OF ROCANVILLE, in the Province of Saskatchewan, the Town of the Second Part;

WHEREAS the parties hereto are desirous of co-operating to carry out jointly a service, namely Library, in which they have a common interest and which each of them could lawfully carry out alone within its own territorial limits;

WITNESSETH that in consideration of the covenants, promises, agreements, and undertakings hereinafter contained, on the part of the parties hereto;

IT IS AGREED AND UNDERSTOOD, THAT:

- 1)The Rural Municipality shall bear Forty-Five (45) percent of the operational costs of the Rocanville Regional Library.
- 2)The Town shall bear Fifty-Five (55) percent of the operational costs of the Rocanville Regional Library.
- 3) The Rocanville Regional Library Board shall be constituted as follows;
 - a) One number appointed by the Rural Municipality of Rocanville No. 151 and One member appointed by the Town of Rocanville.
 - b) Two members nominated at an open public meeting and approved by both councils.
 - c) The Local Librarian shall be appointed by the preceeding Four members and become the Fifth member of the board and also act as the Secretary-Treasurer of the Board.
 - 4) Other matters of policy relative to the operation of the said Rocanville Regional Library shall be determined by resolution of each council.

IN WITNESS WHERE OF and by virtue of a bylaw passed by the Council of the Rural Municipality of Rocanville No.151 and a bylaw passed by the Council of the Town of Rocanville, the said parties have each caused its corporate seal to be affixed hereby attested by the signatures of its proper officers in that behalf.

SIGNED, SEALED, AND DELIVERED at the Town of Rocanville, in the Province of Saskatchewan, this 1st., day of May, A.D. 2020

THE RURAL MUNICIPALITY OF ROCANVILLE NO. 151

SEAL

Reeve

Administrator

THE TOWN OF ROCANVILLE

SEAL

Mayor

Administrator