

BYLAW NO. 2-2011

**A BYLAW OF THE RURAL MUNICIPALITY OF MOOSE CREEK NO. 33
TO PROVIDE FOR THE PURPOSE OF ESTABLISHING A UNANIMOUS MEMBERS
AGREEMENT IN THE MOOSE MOUNTAIN HEALTH CARE CORP.**

THE COUNCIL OF THE R.M. OF MOOSE CREEK NO. 33 OF ALAMEDA IN THE PROVINCE OF SASKATCHEWAN, enacts as follows:

1. The R.M. OF MOOSE CREEK NO. 33 of ALAMEDA, SK is hereby authorized to enter into the Agreement identified as Exhibit "A", with the municipalities listed in Appendix "A", for the purpose of creating a Unanimous Members Agreement to set forth certain conditions and restrictions relative to election of Directors and Officers, management of the business of the Moose Mountain Health Care Corp. and to restrict the eligibility for continued membership in the corporation. Both Exhibit "A" and Appendix "A" are attached hereto and form part of this Bylaw,
2. The Reeve and the Administrator of the R.M OF MOOSE CREEK NO. 33 are hereby authorized to sign and execute the attached Agreement identified as Exhibit "A", and
3. This bylaw shall come into force and take effect upon the final passing thereof.



Murray Rossow
Reeve

Sentura Freitag
Administrator

Read a first time this 8th day of June, 2011
Read a second time this 8th day of June, 2011
Read a third time and adopted this 13th day of July, 2011

Certified a true copy of Bylaw No. 2-2011 adopted by
Council this 13th day of July, 2011

Sentura Freitag
Administrator

APPENDIX "A"

MOOSE MOUNTAIN HEALTH CARE CORPORATION

LIST OF MEMBERS

1. Town of Arcola
2. The Rural Municipality of Brock No. 64
3. The Rural Municipality of Tecumseh No. 65
4. The Rural Municipality of Moose Mountain No. 63
5. Town of Stoughton
6. The Rural Municipality of Browning No. 34
7. Town of Lampman
8. The Rural Municipality of Moose Creek No. 33
9. Moose Mountain Health Care Corp.

THIS AGREEMENT MADE EFFECTIVE THE ____ DAY OF _____, 2010.

BETWEEN:

TOWN OF ARCOLA;

- and -

THE RURAL MUNICIPALITY OF BROCK NO. 64;

-and -

THE RURAL MUNICIPALITY OF TECUMSEH NO. 65

- and -

THE RURAL MUNICIPALITY OF MOOSE MOUNTAIN NO. 63

- and -

TOWN OF STOUGHTON

- and -

THE RURAL MUNICIPALITY OF BROWNING NO. 34

- and -

TOWN OF LAMPMAN

- and -

THE RURAL MUNICIPALITY OF MOOSE CREEK NO. 33

- and -

MOOSE MOUNTAIN HEALTH CARE CORP.

(hereinafter called the "CORPORATION")

(the foregoing, except the Corporation, sometimes referred to as "Members");

UNANIMOUS MEMBERS AGREEMENT

WHEREAS the Corporation is a body corporate incorporated under and governed by the provisions of *The Non-Profit Corporations Act* of the Province of Saskatchewan;

AND WHEREAS the Members are all of the Members of the Corporation;

AND WHEREAS the parties to this agreement wish to set forth in this agreement certain conditions and restrictions relative to election of Directors and Officers, management of the business of the Corporation and to restrict the eligibility for continued membership in the corporation and wish such terms to be binding upon and enure for the benefit of themselves and of any future members of the Corporation;

NOW THEREFORE the Parties hereto agree as follows:

ARTICLE 1.00

Definitions

1.01 Act

Act means *The Non-Profit Corporations Act* of the Province of Saskatchewan as amended from time to time.

1.02 Assessment Factor

Assessment Factor shall be the factor determined by the Board of Directors as provided in paragraph 4.03 and 4.04. Such Assessment Factor, once determined for a Member shall be amended only by unanimous agreement of the Directors and the Member or shall automatically adjust proportionately in the event of deletion or addition of members.

1.03 Bankruptcy

Bankruptcy shall have the meaning given in *The Bankruptcy and Insolvency Act*, as same may be amended from time to time, including its replacement by new legislation having a similar purpose.

1.04 Insolvency

Insolvency shall have the meaning given in the *Bankruptcy and Insolvency Act*, as same may be amended from time to time, including its replacement by new legislation having a similar purpose.

1.05 **Member**

Member means a member as defined in the Articles of Incorporation but does not include as Associate Member, unless specifically so stated.

ARTICLE 2.00**Declaration of Agreement**

2.01 The parties hereby declare and confirm their express intentions that this agreement shall constitute a Unanimous Members Agreement as contemplated by Section 136 of the *Act*. The parties covenant and agree each with the other to take all steps and do all such acts and things as may be necessary in order to have this agreement so constituted. Notice of the existence of this agreement shall be given as may be permitted by the *Act*.

2.02 Each Security Certificate issued by the Corporation shall have the following notation endorsed thereon:

"The membership evidenced by this certificate is subject to restrictions on transfer and voting rights and to the provisions of a Unanimous Member Agreement bearing formal date the ____ day of _____, 2010, and all transfers, assignments and dealings of any nature or kind whatsoever of and with the membership evidenced hereby may be made only pursuant to and subject to such restrictions on transfer and voting rights and the provisions of such agreement."

ARTICLE 3.00**Internal Affairs of the Corporation**

3.01 The powers of the Directors of the Corporation are hereby abrogated and transferred to the Members to the extent necessary to give effect to and to carry out the terms of this agreement and the Directors of the Corporation are hereby relieved of their duties and liabilities to the same extent.

3.02 Each of the Members, including any future members, is entitled to be appoint one Director of the Corporation and each of the Members agrees to vote their membership interest in favour of the election of such whenever such election of Directors shall be called.

3.03 In the event one of the Members does not at any time have a director or does not have a nominee on the Board of Directors of the Corporation:

- a. Notice of all meetings of the Board of Directors of the Corporation shall be delivered to such Member at such times, and in such form, manner and substance as is prescribed by the Act for notices of meetings to directors; and
- b. No resolution in writing shall be signed in the place and stead of a resolution of a meeting of the Board of Directors, without the Directors first having provided written notice of such resolution to any such Member.

ARTICLE 4.00

Issuance of Memberships

4.01 Subject to the provisions hereinafter contained, no membership in the Corporation other than those memberships issued as of the effective date hereof shall be issued to any other person or entity without the unanimous written consent of the Members.

4.02 It is acknowledged that each of the members have made contributions of initial startup capital and commitments for the purpose of arranging set up of the medical clinic operated by the Corporation and towards initial salary, equipment and other operating costs. These contributions were made as Members Loans to the Corporation, which amounts shall be repayable, without interest, proportionately to all members making such contributions upon the resolution of the Directors of the Corporation.

4.03 The Assessment Factors determined for the initial members by agreement of the Members based upon factors of population, tax base and relative ability to support. The Assessment Factors so determined were as follows:

<u>Member</u>	<u>Assessment Factor</u>
Town of Arcola	12%
Rural Municipality of Brock	24%
Rural Municipality of Tecumseh	18%
Rural Municipality of Moose Mountain	14%
Town of Stoughton	7%
Rural Municipality of Browning	12%
Town of Lampman	6%
Rural Municipality of Moose Creek	7%
Total	100%

4.04 In the event any new Members are admitted to the Corporation, the Board of Directors shall, prior to their admission, assess their proportionate assessment factor based upon the same factors as the initial assessments were determined for the initial Members and relative to the assessment factors of the existing Members.

4.05 In the event the Directors determine that additional contributions are necessary to maintain the operation of the medical clinic or other operations as approved by the Board, it is agreed that the Board will assess the amount of funds anticipated to be required for the operation of the clinics and any activities as have been approved by the Board of Directors, including a reasonable allowance for contingencies, which assessment will be divided among the members according to their assessment factors.

4.06 Each member acknowledges the benefits for the residents of the areas comprised by their municipalities and anticipates continued support by making payment of the levies referred to in the preceding paragraph, which amounts will be made as additional Member Loans to the Corporation, repayable on the same terms as set out in paragraph 4.02. In the event any member shall fail to pay the levy made upon them, such member shall forfeit their membership 120 days after notice of the levy. In the event of termination of the membership of any member pursuant to this section, the Director appointed by such member shall be considered to have immediately resigned his or her position as Director or Officer of the Corporation. Such member shall have no further rights in with respect to the corporation and, in

particular, shall have no right to repayment of any Members Loans described in paragraph 4.02 or this subparagraph nor shall they have the right to participate in any division of assets in the event of dissolution of the Corporation. It is understood that in the event of termination of a membership pursuant to this provision, such membership cannot be reinstated without the same unanimous consent as required for admission of a new member. The Directors shall make supplementary assessments as they deem appropriate in the event any member fails to pay their assessed portion of such expenses.

4.07 In the event of termination of the Corporation it is agreed that all assets of the Corporation remaining after satisfaction of all debts and liabilities, including repayment of Members Loans, will be divided among the members of the Corporation at the time of dissolution in the same proportion as their assessment factor. Former members of the Corporation shall have no right to participation in such division. The Members hereby authorize the amendment of the Articles of Incorporation to provide for such distribution of assets and hereby authorize the Corporation's solicitor to register such amendment.

ARTICLE 5.00

Contracts with Members, Directors or Officers

5.01 The parties hereto agree that no contract between the Corporation and any Member, Director or Officer of the Corporation, or any person dealing otherwise than at arm's length with any such person or entity, shall be valid unless it be first approved in writing by each of the Members.

ARTICLE 6.00

Notices

6.01 Any notices or written communication required or permitted to be give hereunder shall be in writing and:

- (a) Be delivered personally to the party to whom it is directed to; or

- (b) Be sent by registered mail, postage prepaid, return receipt requested; or
- (c) Be sent by telegram with all necessary charges fully prepaid, confirmation of deliver requested; or
- (d) Be sent by telecopier or similar method of communication.

6.02 Any notice or written communication required or permitted to be given to the Corporation may be directed and effectively given to the Corporation by delivering or sending such communication to the Registered or Head Office of the Corporation.

6.03 All notices to any party other than the Corporation shall be directed to the most recent address indicated for that party in the records of the Corporation.

6.04 Any notice given in accordance with the provisions hereof shall be deemed to have been delivered to or received by the party to whom it was addressed on the date of personal delivery, on the fifth business day after being mailed in Canada, or on the first business day after being sent by telegram, telecopier or similar method of communication.

ARTICLE 7.00

General

7.01 This agreement shall be construed and governed by the laws in force in the Province of Saskatchewan.

7.02 Each of the covenants, provisions, articles, sections, subsections and subdivisions hereof is severable from every other covenant, provision, article, section, subsection or subdivision hereof and the validity or unenforceability of any one or more covenants, provisions, articles, sections, subsections or subdivisions of this agreement shall not affect the validity or enforceability of the remaining covenants, provisions, articles, sections, subsections and subdivisions hereof.

7.03 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective personal representatives, legal representatives, successors and assigns.

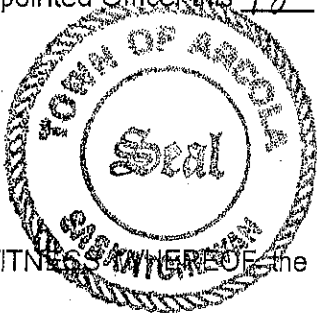
7.04 Except as herein provided, no modification, variation or amendment of this agreement or the waiver of the performance of any of the covenants or obligations of any of the parties hereto shall be effective unless same shall be effected in writing and executed by all of the parties hereto.

7.05 Time shall be of the essence of this agreement.

7.06 It is agreed that the within Agreement may be executed in counterpart and shall be considered fully executed and binding once identical copies have been executed by each of the parties hereto.

IN WITNESS WHEREOF the Town of Arcola has executed this Agreement by the hand of its duly appointed Officer this 18th of April, 2011.

Seal



Per: _____

[Handwritten Signature]

IN WITNESS WHEREOF the Rural Municipality of Brock No. 64 has executed this Agreement by the hand of its duly appointed Officer this _____ of _____, 2011.

Seal

Per: _____

IN WITNESS WHEREOF the Rural Municipality of Tecumseh No. 65 has executed this Agreement by the hand of its duly appointed Officer this _____ of _____, 2011.

Seal

Per: _____

7.04 Except as herein provided, no modification, variation or amendment of this agreement or the waiver of the performance of any of the covenants or obligations of any of the parties hereto shall be effective unless same shall be effected in writing and executed by all of the parties hereto.

7.05 Time shall be of the essence of this agreement.

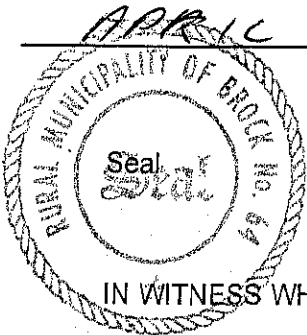
7.06 It is agreed that the within Agreement may be executed in counterpart and shall be considered fully executed and binding once identical copies have been executed by each of the parties hereto.

IN WITNESS WHEREOF the Town of Arcola has executed this Agreement by the hand of its duly appointed Officer this _____ of _____, 2011.

Seal

Per: _____

IN WITNESS WHEREOF the Rural Municipality of Brock No. 64 has executed this Agreement by the hand of its duly appointed Officer this 13th of APRIL, 2011.



Per: [Signature]

IN WITNESS WHEREOF the Rural Municipality of Tecumseh No. 65 has executed this Agreement by the hand of its duly appointed Officer this _____ of _____, 2011.

Seal

Per: _____

7.04 Except as herein provided, no modification, variation or amendment of this agreement or the waiver of the performance of any of the covenants or obligations of any of the parties hereto shall be effective unless same shall be effected in writing and executed by all of the parties hereto.

7.05 Time shall be of the essence of this agreement.

7.06 It is agreed that the within Agreement may be executed in counterpart and shall be considered fully executed and binding once identical copies have been executed by each of the parties hereto.

IN WITNESS WHEREOF the Town of Arcola has executed this Agreement by the hand of its duly appointed Officer this _____ of _____, 2011.

Seal

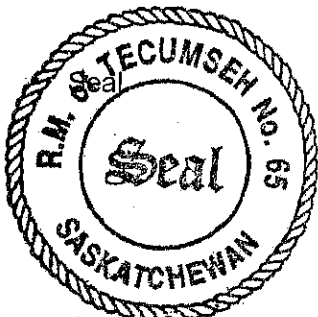
Per: _____

IN WITNESS WHEREOF the Rural Municipality of Brock No. 64 has executed this Agreement by the hand of its duly appointed Officer this _____ of _____, 2011.

Seal

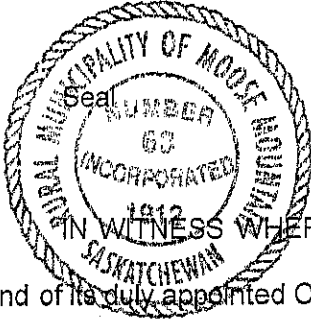
Per: _____

IN WITNESS WHEREOF the Rural Municipality of Tecumseh No. 65 has executed this Agreement by the hand of its duly appointed Officer this 6 of April, 2011.



Per: _____ *[Handwritten Signature]*

IN WITNESS WHEREOF the Rural Municipality of Moose Mountain No. 63 has executed this Agreement by the hand of its duly appointed Officer this 15 of April, 2011.



Per: [Signature] - Reeve
[Signature] - Administrator

IN WITNESS WHEREOF the Town of Stoughton has executed this Agreement by the hand of its duly appointed Officer this _____ of _____, 2011.

Seal

Per: _____

IN WITNESS WHEREOF the Rural Municipality of Browning No. 34 has executed this Agreement by the hand of its duly appointed Officer this _____ of _____, 2011.

Seal

Per: _____

IN WITNESS WHEREOF the Town of Lampman has executed this Agreement by the hand of its duly appointed Officer this _____ of _____, 2011.

Seal

Per: _____

IN WITNESS WHEREOF the Town of Stoughton has executed this Agreement by the hand of its duly appointed Officer this 11th of APRIL, ~~2010~~ 2011



Per: [Signature] MAYOR
PER: [Signature] ADMINISTRATOR

IN WITNESS WHEREOF the Rural Municipality of Browning No. 34 has executed this Agreement by the hand of its duly appointed Officer this _____ of _____, 2010.

Seal

Per: _____

IN WITNESS WHEREOF the Town of Lampman has executed this Agreement by the hand of its duly appointed Officer this _____ of _____, 2010.

Seal

Per: _____

IN WITNESS WHEREOF the Rural Municipality of Moose Creek No. 33 has executed this Agreement by the hand of its duly appointed Officer this _____ of _____, 2010.

Seal

Per: _____

IN WITNESS WHEREOF the Rural Municipality of Moose Mountain No. 63 has executed this Agreement by the hand of its duly appointed Officer this ____ of _____, 2011.

Seal

Per: _____

IN WITNESS WHEREOF the Town of Stoughton has executed this Agreement by the hand of its duly appointed Officer this ____ of _____, 2011.

Seal

Per: _____

IN WITNESS WHEREOF the Rural Municipality of Browning No. 34 has executed this Agreement by the hand of its duly appointed Officer this ____ of _____, 2011.



Per: _____

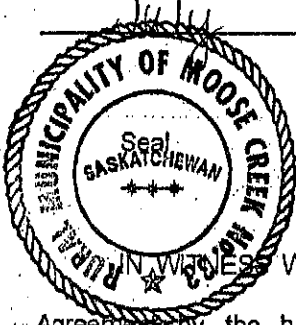
IN WITNESS WHEREOF the Town of Lampman has executed this Agreement by the hand of its duly appointed Officer this ____ of _____, 2011.



Seal

Per: _____

IN WITNESS WHEREOF the Rural Municipality of Moose Creek No. 33 has executed this Agreement by the hand of its duly appointed Officer this 13 of _____, 2011.



Per: *Murray Rossner*

IN WITNESS WHEREOF the Moose Mountain Health Care Corp has executed this Agreement by the hands of its duly appointed Officer on its behalf this _____ of _____, 2011.

Witness: _____ Per: _____

Witness: _____ Per: _____