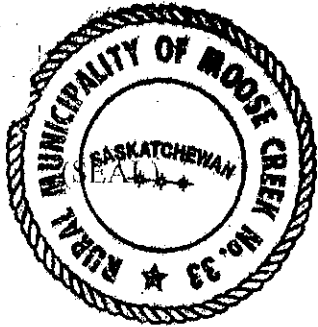


BYLAW NO. 5-2012

**A BYLAW OF THE RURAL MUNICIPALITY OF MOOSE CREEK NO. 33  
TO PROVIDE FOR THE PURPOSE OF ESTABLISHING A PARTNERSHIP AND FUNDING  
AGREEMENT WITH THE TOWN OF ALAMEDA FOR THE ALAMEDA LIBRARY BUILDING.**

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 Town of Alameda, for the purpose of establishing a partnership and funding agreement with the Town of Alameda for the Alameda Library Building. Exhibit "A" is attached hereto and forms 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 12<sup>th</sup> day of September, 2012  
Read a second time this 12<sup>th</sup> day of September, 2012  
Read a third time and adopted this 12<sup>th</sup> day of September, 2012

Certified a true copy of Bylaw No. 5-2012 adopted by  
Council this 12<sup>th</sup> day of September, 2012

*Sentura Freitag*  
Administrator

THIS AGREEMENT MADE IN DUPLICATE.

BETWEEN: **THE RURAL MUNICIPALITY OF MOOSE CREEK #33,**  
Alameda, in the Province of Saskatchewan;  
(hereinafter called the "Municipality")

- and -

**THE TOWN OF ALAMEDA,**  
Alameda, in the Province of Saskatchewan,;  
(hereinafter called the "Town")

WHEREAS the Municipality and the Town are the registered owners of the following land:  
(hereinafter called the said land):

**LOT 1, BLOCK 5, PLAN 39743**

AND WHEREAS the Municipality and the Town have agreed by resolution of Councils to provide funding in the amount of up to \$150,000, cost shared equally for a jointly owned building to be built on the said land and to be used as a Public Library;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained it is agreed by and between the parties hereto as follows:

1. The Municipality hereby agrees to pay for all building expenses, including the Town's share, up to \$150,000 as work is completed,
2. The Municipality hereby agrees to manage the invoices and payment for work done, and as such will provide regular updates to the Town regarding funds spent,
3. The Municipality hereby agrees to invoice the Town for one half of total expenses up to \$75,000 on June 30, 2013,
4. The Town hereby agrees to pay for one half of total expenses up to \$75,000 within 30 days of invoice from the Municipality, if the Town is unable to pay the amount owed to the Municipality, the Town shall secure funding to be able to pay what is owed to the Municipality,
5. The Town hereby agrees to manage all donations received on behalf of the Library Project,

6. The Town and the Municipality hereby agree to jointly oversee and approve or reject all building plans and costs, and
7. The within Agreement shall be binding if signed by the parties in counterpart and, when a counterpart has been executed by each party, all counterparts together shall constitute one agreement and shall be binding upon all parties hereto.

IN WITNESS WHEREOF the Municipality has hereunto set their hand and seal this 12<sup>th</sup> day of September, 2012.

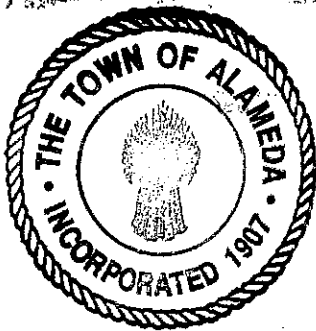


The Rural Municipality of Moose Creek No. 33

Per: Murray Rossow  
Murray Rossow, Reeve

Per: Sentura Freitag  
Sentura Freitag, Administrator

IN WITNESS WHEREOF the Town has hereunto set their hands and seals this 24<sup>th</sup> day of August, 2012.



The Town of Alameda

Per: Allan Faber  
Allan Faber, Mayor

Per: Lynne Hewitt  
Lynne Hewitt, Administrator

CERTIFIED A TRUE COPY OF THE ORIGINAL

Sentura Freitag  
ADMINISTRATOR