

BYLAW OF THE RURAL MUNICIPALITY OF BONE CREEK NO. 108

A Bylaw of the Rural Municipality of Bone Creek No. 108 for the purpose of establishing a Regional 9-1-1 Emergency Communications System to serve Southwest Saskatchewan;

WHEREAS s. 254 of The Rural Municipality Act, 1989, S.S. 1989, c. R-26.1 enables the Council to enter into an agreement with other rural and urban municipalities for the purpose of jointly carrying out any work or service in which the contracting parties have a common interest;

AND WHEREAS s. 254 of The Rural Municipality Act, 1989, enables the Council to authorize the creation of a Board for the purposes of managing and organizing any work or service to further the purposes of the agreement with other rural and urban municipalities;

AND WHEREAS it is deemed expedient by the Council of the Rural Municipality of Bone Creek No. 108 to enact a Bylaw pursuant to its powers to provide works and services for the health, welfare, and safety of persons situated in the municipality;

NOW THEREFORE THE COUNCIL OF THE RURAL MUNICIPALITY OF BONE CREEK NO. 108 DULY ASSEMBLED HEREBY ENACTS AS FOLLOWS:

APPROVED
REGINA, SASK.
[Signature]
DEPUTY MINISTER OF
MUNICIPAL GOVERNMENT

RECEIVED
APR 22 1993
SWIFT CURRENT
FIRE DEPARTMENT

BYLAW 1-93

BYLAW OF THE RURAL MUNICIPALITY OF BONE CREEK NO. 108

A Bylaw of the Rural Municipality of Bone Creek No. 108 for the purpose of establishing a Regional 9-1-1 Emergency Communications System to serve Southwest Saskatchewan;

WHEREAS section 254 of The Rural Municipality Act, 1988, S.S. 1988, C. R-25.1 enables the Council to enter into an agreement with other rural and urban municipalities for the purpose of jointly carrying out any work or service in which the contracting parties have a common interest;

AND WHEREAS section 254 of The Rural Municipality Act, 1988, enables the Council to authorize the creation of a Board for the purposes of managing and organizing any work or service to further the purposes of the agreement with other rural and urban municipalities;

AND WHEREAS it is deemed expedient by the Council of the Rural Municipality of Bone Creek No. 108 to enact a Bylaw pursuant to its powers to provide works and services for the health, welfare, and safety of persons situated in the municipality;

NOW THEREFORE THE COUNCIL OF THE RURAL MUNICIPALITY OF BONE CREEK NO. 108 FULLY ASSEMBLED HEREBY ENACTS AS FOLLOWS:

1. TITLE

1.1 This bylaw may be cited as "The Regional 9-1-1 Emergency Communications System Bylaw".

2. ENTERING INTO AN AGREEMENT WITH OTHER RURAL AND URBAN MUNICIPALITIES

2.1 The Council hereby agrees to enter into an agreement with other rural and urban municipalities in Southwest Saskatchewan for the purpose of establishing a Regional 9-1-1 Emergency Communications System, the said agreement is attached as Exhibit "A".

3. CREATION OF SOUTHWEST SASKATCHEWAN REGIONAL 9-1-1 BOARD

3.1 The Council hereby creates a multi-municipality Board that shall be a body corporate and known as "Southwest Saskatchewan Regional 9-1-1 Board" for the purposes of managing and organizing the Regional 9-1-1 Emergency Communications System.

4. APPLICATION OF THIS BYLAW

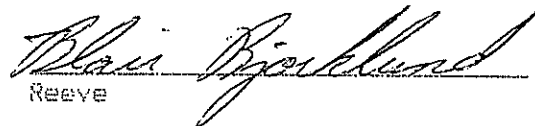
4.1 If a court of competent jurisdiction should declare any subsection of this bylaw to be invalid, such section or subsection shall not be construed as having persuaded or influenced the Council to pass the remainder of the bylaw, and it is hereby declared that the remainder of the bylaw shall be valid and remain in force.

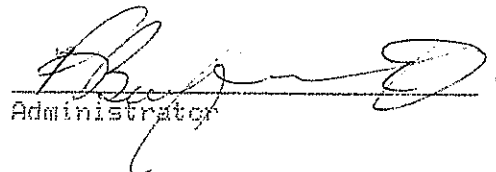
4.2 In the event of conflict between any of the provisions of this Bylaw and provisions of any other Bylaw of the Rural Municipality, the provisions of this Bylaw shall prevail.

5. PASSING

5.1 This Bylaw shall come into force and effect on the date of the final passing thereof.

READ THREE TIMES and passed by the Council of the Rural Municipality of Bone Creek No. 108 in the Province of Saskatchewan, this 14th day of April, 1993


Reeve


Administrator

Certified a true copy of Bylaw 1-93
passed by the Council of the Rural Municipality
of Bone Creek No. 108 the 14th day of April, 1993


Administrator

EXHIBIT "A"

MULTI-MUNICIPALITY AGREEMENT

THIS AGREEMENT MADE BETWEEN:

R.M. OF MIRY CREEK NO. 229, R.M. OF CLINWORTH NO. 230, R.M. OF HAPPYLAND NO. 231, R.M. OF DEER FORKS NO. 232, R.M. OF MORSE NO. 165, R.M. OF EXCELSIOR NO. 166, R.M. OF SASKATCHEWAN LANDING NO. 167, R.M. OF RIVERSIDE NO. 168, R.M. OF PITVILLE NO. 169, R.M. OF FOX VALLEY NO. 171, R.M. OF LAWTONIA NO. 135, R.M. OF COULEE NO. 136, R.M. OF SWIFT CURRENT NO. 137, R.M. OF WEBB NO. 138, R.M. OF GULL LAKE NO. 139, R.M. OF BIG STICK NO. 141, R.M. OF ENTERPRISE NO. 142, R.M. OF GLEN BAIN NO. 105, R.M. OF WISKA CREEK NO. 106, R.M. OF LAC PELLETIER NO. 107, R.M. OF BONE CREEK NO. 108, R.M. OF CARMICHAEL NO. 109, R.M. OF PIAPOT NO. 110, R.M. OF MAPLE CREEK NO. 111, R.M. OF AUVERGNE NO. 76, R.M. OF WISE CREEK NO. 77, R.M. OF CRASSY CREEK NO. 78, R.M. OF ARLINGTON NO. 79, R.M. OF GLEN MCPHERSON NO. 46, R.M. OF WHITE VALLEY NO. 49, R.M. OF RENO NO. 51, R.M. OF VAL MARIE NO. 17, R.M. OF LONE TREE NO. 18, R.M. OF FRONTIER NO. 19, VILLAGE OF ABBEY, VILLAGE OF ADMIRAL, VILLAGE OF ANEROID, RESORT VILLAGE OF BEAVER FLAT, VILLAGE OF BRACKEN, TOWN OF BURSTALL, TOWN OF CABRI, VILLAGE OF CADILLAC, VILLAGE OF CARMICHAEL, VILLAGE OF CLIMAX, VILLAGE OF CONSUL, VILLAGE OF DOLLARD, TOWN OF EASTEND, VILLAGE OF ERNFOLD, VILLAGE OF FOX VALLEY, VILLAGE OF FRONTIER, VILLAGE OF GOLDEN PRAIRIE, TOWN OF GULL LAKE, VILLAGE OF HAZLET, TOWN OF HERBERT, VILLAGE OF HODGEVILLE, VILLAGE OF LANCER, TOWN OF LEADER, TOWN OF MAPLE CREEK, VILLAGE OF PENNANT, VILLAGE OF PIAPOT, TOWN OF PONTEIX, VILLAGE OF PRELATE, VILLAGE OF RICHMOND, VILLAGE OF ROBSART, VILLAGE OF RUSH LAKE, VILLAGE OF SCEPTRE, VILLAGE OF SHACKLETON, TOWN OF SHAUNAVON, VILLAGE OF STEWART VALLEY, VILLAGE OF SUCCESS, CITY OF SWIFT CURRENT, VILLAGE OF TOMPKINS, VILLAGE OF VAL MARIE, VILLAGE OF VANGUARD, VILLAGE OF WALDECK, AND VILLAGE OF WEBB

WHEREAS

A. The Parties to this agreement are municipalities as defined under the The Urban Municipality Act, 1984, SS 1984, c. U-11 and under the Rural Municipality Act, 1989, SS 1989, c.R-26;

B. The Parties to this agreement wish to create a Regional 9-1-1 Emergency Communications System to serve Southwest Saskatchewan;

C. The Parties warrant, represent and acknowledge that the undertakings, warranties and representations in this agreement and the Constitution of the Board attached hereto as Schedule "A" are and shall be relied upon and acted upon by other municipalities participating in the Regional 9-1-1 Emergency Communications System.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE

AND COVENANT, pursuant to s.175 of The Urban Municipality Act, 1984 and s. 254 of The Rural Municipality Act, 1989, to establish and authorize the functioning of a Regional 9-1-1 Emergency Communication System on the following terms and warranties:

1. SOUTHWEST SASKATCHEWAN REGIONAL 9-1-1 BOARD

1.1 Pursuant to s. 175(2)(h) of The Urban Municipality Act and s. 254(2) of The Rural Municipality Act, the parties agree that the Southwest Saskatchewan Regional 9-1-1 Board (hereinafter referred to as the "Board") shall be a body corporate with its duties and powers set out in the Constitution attached hereto as Schedule "A".

3.2 The Provisional Executive Committee will organize the first meeting of the members of the Board to be held in June, 1993. Until such a time at that first meeting of the members of the Board that the members have elected a Chairperson, Vice-Chairperson, and Directors to form the Executive Committee, the Provisional Executive Committee shall have all the powers and obligations of the Executive Committee as described in the Constitution.

3.3 The parties hereto agree that the term of office of the first Executive Committee in June, 1993 shall be from the date of the Executive Committee's election until the first annual meeting of the members to be held between January 1 and May 15, 1994.

4. FINANCING THE REGIONAL 9-1-1 EMERGENCY COMMUNICATIONS SYSTEM

4.1 The parties agree that the Board shall attempt to raise monies to establish the Regional 9-1-1 Emergency Communications System from private persons, businesses, clubs, associations, and governments.

4.2 After the Board has raised start-up monies pursuant to section 4.1, the Board shall assess any remaining capital costs. After completing this assessment, the Board shall contact each municipality participating in the Regional 9-1-1 Emergency Communications System to request a per capita grant. Provided however, the assessment shall be made only once and shall not exceed \$4.75 per capita.

4.3 Based on the assessment pursuant to section 4.2, the parties hereto agree to grant money pursuant to s. 17B(2) of The Urban Municipality Act and s. 252(1) of The Rural Municipality Act for the establishment of a Regional 9-1-1 Emergency Communications System.

4.4 The parties hereto agree that a municipality that applies for membership in the Board after the grant has been assessed pursuant to section 4.2 and other municipalities have been informed of the amount of their grants to be provided to the Board, the municipality applying for membership after the assessment shall be required to make a grant to the Board for the same assessed amount on a per capita basis that the other municipalities were notified, were in the process of granting, or had already granted to the Board.

4.5 The parties propose that the annual operating costs of the Regional 9-1-1 Emergency Communications System shall be paid by telephone subscribers residing in the municipalities served by the System.

5. FUNCTIONING OF REGIONAL 9-1-1 EMERGENCY COMMUNICATIONS SYSTEM

5.1 The parties hereto agree that although an emergency call could be placed from any telephone in the area served by this System, the emergency call will be automatically routed to the 9-1-1 Communications Centre located in the City of Swift Current. Employees at the 9-1-1 Communications Centre shall take down necessary information and either dispatch ambulance or fire services or, if the matter is an emergency police-related telephone call, transfer the call to the Communications Centre designated by the Royal Canadian Mounted Police.

5.2 The parties hereto agree that the Board may enter into agreements with any public and private corporations, institutions, organizations and governments, and otherwise to provide or obtain services, goods, real and personal property to ensure that the Regional 9-1-1 Emergency Communications System operates effectively.

6. TERM OF THE AGREEMENT

6.1 This agreement is for an indefinite term.

SCHEDULE "A"

SOUTHWEST SASKATCHEWAN REGIONAL 9-1-1 BOARD

CONSTITUTION

WHEREAS the Southwest Saskatchewan Regional 9-1-1 Board was created by Municipal Bylaws and multi-municipality agreements pursuant to s. 254 of The Rural Municipality Act, 1989 and s.175 of The Urban Municipality Act, 1984;

AND WHEREAS the Southwest Saskatchewan Regional 9-1-1 Board is a body corporate and has all the rights, obligations and privileges of a statutory body corporate;

AND WHEREAS the Board is empowered by a Constitution pursuant to The Rural Municipality Act, 1989 and The Urban Municipality Act, 1984;

THEREFORE, the Constitution of the board reads as follows:

1. TITLE

- 1.1 This Constitution may be cited as the Constitution of the Southwest Saskatchewan Regional 9-1-1 Board.

2. DEFINITIONS

2.1 In this Constitution:

(a) "Board" means the Southwest Saskatchewan Regional 9-1-1 Board;

(b) "Chairperson" means a member of the Board elected to office at a meeting of the members to preside at meetings of the members and the Executive Committee;

(c) "Council" means the council of the municipality;

(d) "General meeting" means

(i) in the case of a meeting of the members of the Board, a meeting held annually between January 1 and May 15; and

(ii) in the case of a meeting of the Executive Committee, a meeting held once every three months;

(e) "Member" means an individual who is appointed by the Council of each municipality participating in the System;

(f) "Membership" means each municipality participating in the System that is entitled to appoint a member to represent the said municipality;

(g) "Minister" means the Minister responsible for rural municipalities under The Rural Municipality Act, 1989;

(h) "Municipality" means a rural or urban municipality as defined under The Rural Municipality Act, 1989 and under The Urban Municipality Act, 1984;

(i) "System" means the Regional 9-1-1 Emergency Communications System.

6.4 The municipality shall abide by the terms of the Multi-Municipality Agreement and this Constitution.

7. WITHDRAWAL FROM MEMBERSHIP

7.1 Where a participating municipality desires to withdraw from membership in the Board, it may do so if:

(a) it has, at least two years prior to the date of withdrawal, provided the Executive Committee with written notice of its intentions to withdraw; and

(b) the effective date of its withdrawal is December 31 of the particular year.

8. ENTITLEMENT TO REFUND OR ASSETS UPON WITHDRAWAL

8.1 Where membership in the Board has been withdrawn voluntarily by the municipality, the municipality is not entitled to any refunds or assets from the Board.

PART 2: POWERS AND DUTIES OF MEMBERS

9. TERM OF APPOINTMENT FOR MEMBERS OF THE BOARD

9.1 The Council of each municipality participating in the System shall appoint its member to the Board and his alternate at the first meeting of the Council in January, and a vacancy arising from any cause during the term of appointment shall be filled at the first regular meeting of the Council after the vacancy occurs.

9.2 A member is appointed to the Board for a term of two years from the date of his appointment and until his successor is appointed unless the member has been appointed by the Council of the municipality to fill a vacancy for the unexpired term of his predecessor.

9.3 Where a member is unable to attend a general or special meeting of the members of the Board, his alternate, for the purposes of that meeting, is the official representative of the municipality with all the duties and responsibilities of the member for whom he is the alternate.

9.4 Where a member or alternate resigns, dies, or no longer resides in the municipality that he represents, the Council of that municipality shall appoint another member or alternate to fill the vacancy for the unexpired term of the member or alternate.

10. GENERAL MEETING OF MEMBERS

10.1 The general meeting of the members of the Board shall be held between January 1 and May 15 in each year.

10.2 At least 10 days notice of a general meeting of the members of the Board is required to be given to each member.

11. SPECIAL MEETINGS OF MEMBERS

11.1 The Chairperson may summon a special meeting of the members of the Board at any time but shall do so upon the written request of at least 5% of the members.

- 14.2 Subject to section 14.3, the term of office for the Chairperson and for the Vice-Chairperson shall be two years.
- 14.3 If the Chairperson's or the Vice-Chairperson's appointment as a member of the Board expires during his term of office he is not reappointed by his municipality to be a member of the Board, the Chairperson or Vice-Chairperson shall resign his office effective the same day that he ceases to be member of the Board.
- 14.4 The Chairperson or Vice-Chairperson shall not hold one or either office for more than two terms.
- 14.5 The Chairperson and Vice-Chairperson have the right to vote at general and special meetings of the members but they do not have an additional or casting vote.
- 14.6 In the absence of the Chairperson, the Vice-Chairperson shall preside over general and special meetings of the members of the Board with all the duties and responsibilities of the Chairperson.

15. COMPOSITION OF EXECUTIVE COMMITTEE

- 15.1 The members shall, at the general meeting of the members of the Board, elect from among its members an Executive Committee to carry out the day-to-day business of the Board.
- 15.2 The term of office for a Director shall be two years.
- 15.3 A Director remains entitled to vote at general and special meetings of the members of the Board.
- 15.4 The Executive Committee shall consists of:
(a) a Chairperson elected pursuant to section 14.1;
(b) a Vice-Chairperson elected pursuant to section 14.1;
(c) Nine Directors elected pursuant to section 15.1 as follows:
(i) two Directors representing Rural Municipalities;
(ii) two Directors representing Urban Municipalities other than the City of Swift Current;
(iii) two Directors representing the City of Swift Current; and
(iv) three Directors from amongst the members at large.

16. RESIGNATION BY CHAIRPERSON

- 16.1 Where the Chairperson dies, no longer resides in the municipality that he represents or otherwise resigns his office, the Vice-Chairperson shall act as Chairperson until the next general meeting of the members of the Board.
- 16.2 At the next general meeting of the members of the board following the resignation of the Chairperson, the Vice-Chairperson shall indicate to the members whether he is interested in being a candidate for the office of Chairperson.
- 16.3 If the Vice-Chairperson is interested in running for the office of Chairperson, the Vice-Chairperson may place his name forward with other candidates for the office of Chairperson.
- 16.4 If the Vice-Chairperson is elected as Chairperson by the member of the Board, the Vice-Chairperson shall immediately resign his office as Vice-Chairperson, accept the office as Chairperson, and shall have the members elect a member to the office of Vice-Chairperson.

- ii) not participate in a discussion at a meeting of the Executive Committee where he, his agent, partner, spouse, parent or child has a pecuniary interest in the Executive Committee's decision;
- iii) excuse himself from the meeting of the Executive Committee so as not to be involved with or be seen to be involved with making or influencing the Executive Committee's decision; and
- iv) exclude himself from the meeting of the Executive Committee until the Executive Committee has completed voting on the matter that may affect his or his agent's, partner's, spouse's, parent's or child's pecuniary interest.

(b) The Chairperson, Vice-Chairperson or a Director shall not misuse Board funds or monies.

(c) The Chairperson, Vice-Chairperson or a Director shall not be absent from two successive meetings of the Executive Committee without sufficient cause.

21.2 Where the Chairperson, Vice-Chairperson, or a Director has conducted himself in a manner contrary to section 21.1(a) or section 21.1(b),

(a) the Executive Committee may make a resolution requesting the Chairperson, Vice-Chairperson, or Director to resign his office; or

(b) the Chairperson at his own initiative may summon a special meeting of the members of the Board pursuant to section 11.1 or shall be obliged to summon a special meeting of the members of the Board pursuant to section 11.1 upon the written request of at least 5% of the members to have a resolution passed:

i) that the Chairperson, Vice-Chairperson or the Director resign his office as Chairperson, Vice-Chairperson, or Director;

ii) resign his appointment as a member of the Board;

iii) or any combination of section 21.2(b)(i) or section 21.2(b)(ii).

21.3 Where a resolution has been passed pursuant to section 21.2(b), the Chairperson, Vice-Chairperson, or the Director shall be deemed to have resigned his office, to have resigned his appointment as a member of the Board, or any combination of the two, effective immediately.

21.4 Where the Chairperson, Vice-Chairperson, or Director has conducted himself in a manner contrary to section 21.1(c),

(a) the Executive Committee may make a resolution requesting the Chairperson, Vice-Chairperson, or Director to resign his office;

(b) the Chairperson may, at his own initiative, summon a special meeting of the members of the Board pursuant to section 11.1 to request a resolution that the Vice-Chairperson, or Director resign his office; or

(c) the Chairperson shall be obliged to summon a special meeting of the members of the Board pursuant to section 11.1 upon the written request of at least 5% of the members for a resolution be passed that the Chairperson, Vice-Chairperson, or the Director resign his office.

27. DRAFTING OF BUDGET FOR THE BOARD

27.1 The Executive Committee shall draft and approve an annual budget to be presented to the members for information purposes to the general meeting of the members of the Board.

27.2 Upon approving an annual budget, the Executive Committee shall not incur an expenditure or debt in excess of its annual budget during that fiscal year.

28. EXPENDITURE IN EXCESS OF ANNUAL BUDGET

28.1 Notwithstanding section 27, the Executive Committee may exceed its annual budget mentioned in section 27 for the purposes of:

- (a) acquiring property for the Board;
- (b) erecting, repairing, furnishing, or equipping property for the same; or
- (c) doing both of the things mentioned in section 28.1(a) and section 28.1(b)

provided that the Executive Committee obtains the sum of money required from grants from Provincial or Federal Governments or from donations from private persons or corporations, organizations or institutions prior to acquiring, erecting, repairing, furnishing or equipping the said property.

29. EMPLOYEES OF THE BOARD

29.1 The Executive Committee shall appoint a systems manager to oversee the functioning of the System and, on recommendation of the said systems manager, may employ such employees that are required for the effective operation of the System.

29.2 The Executive Committee may:

- (a) join an existing fund or establish a fund providing pensions, disability or other insurance or health benefits for the employees of the Board with contribution from the employees; and
- (b) make payments necessary for the establishment and maintenance of any funds mentioned in section 29.2(a).

30. COMMITTEES

30.1 The Executive Committee may create Advisory Committees and may assign duties to them.

30.2 Where an Advisory Committee is created by the Executive Committee:

- (a) an Advisory Committee Chairperson shall be appointed from among the Directors by the Chairperson but the appointment shall be subject to confirmation by the Executive Committee;
- (b) other participants of the Advisory Committee shall be appointed by the Executive Committee;
- (c) the number of participants on the Advisory Committee shall be determined by the Executive Committee;
- (d) Advisory Committee participants may meet, adjourn, and otherwise regulate their meetings as they may determine.