

Village of Marengo

B Y L A W 3/2009

A Bylaw authorizing an intermunicipal agreement for joint administrative services:

The Council of the Village of Marengo in the Province of Saskatchewan, enacts as follows:

- a. The council is authorized to enter an intermunicipal agreement with the Rural Municipality of Milton No. 292, and the Rural Municipality of Antelope Park No. 322; said agreement is attached to and forms part of this bylaw;
- b. A committee comprised of members of each council shall administer the Intermunicipal agreement; meetings of the committee shall be held as required, with one annual meeting each December to be held on regular meeting date of R.M. 292 in odd-numbered years, R.M. 322 in even-numbered years.
- c. The terms of the agreement shall be open to negotiation at the annual meeting, and new or revised agreements may be substituted from time to time, provided each municipality has approved the revision.
- d. Dissolution of the agreement, due to a member wishing to withdraw, or due to a majority of members wishing to expel a member, requires twelve months' advance notice.
- e. The Bylaw 1-1996 is hereby repealed:

[Redacted Signature]

Mayor

[Redacted Signature]

Administrator

This is a certified true copy
of Bylaw 3/2009, adopted
by council on Dec 21/09.....

[Redacted Signature]
Shelley Mohr - Administrator



MEMORANDUM OF AGREEMENT MADE IN TRIPLICATE this 18 day of December, 2025

BETWEEN:

The Rural Municipality of Milton No. 292

"Saskatchewan Rural Municipality"

And

The Rural Municipality of Antelope Park No. 322

"Saskatchewan Rural Municipality"

And

The Village of Marengo

"Saskatchewan Urban Municipality"

(collectively referred to as the "Municipalities")

WHEREAS:

A. The Municipalities are municipal corporations continued pursuant to *The Municipalities Act*, SS 2005, c M-36.1 (the "Act");

B. The Municipalities wish to cooperate to provide more efficient and cost-effective services to their ratepayers; and

C. The Municipalities wish to share office space and administrative personnel as provided for in this Agreement;

NOW THEREFORE the Parties agree as follows:

JOINT ADMINISTRATION BOARD

1. The councils of the Municipalities comprise a Joint Administration Board to oversee the operation of this Agreement. For clarity, each Municipality has the following number of voting delegates on the Board:

Rural Municipality of Milton – 3;

Rural Municipality of Antelope Park – 3; and

Village of Marengo – 1.

2. The Joint Administration Board shall meet periodically and at a minimum once annually in December on a date to be selected by the Administrator with advance notice given to each voting delegate.
3. Decisions are made by the Board with simple majority.

PERSONNEL

4. The **Rural Municipality of Antelope Park No. 322** shall be responsible to employ the following administrative personnel that will serve the Municipalities jointly and to incur all costs associated with said employment:
 - **Assistant Administrator**
 - **Two Assistants;**
 - **Summer Student; and**
 - **Such other personnel agreed upon by the Parties**
5. The **Rural Municipality of Antelope Park No. 322** agrees to hire the personnel referred to in section 4 on the terms specified in Schedule "A", attached hereto and forming part of this Agreement.
6. The **Rural Municipality of Milton No. 292** shall be responsible to employ the **Administrator** that will serve the Municipalities jointly and to incur all costs associated with said employment.
7. The **Rural Municipality of Milton No. 292** agrees to hire the personnel referred to in section 6 on the terms specified in Schedule "A", attached hereto and forming part of this Agreement.
8. The person appointed as Administrator shall perform the duties and exercise the powers and functions that are assigned to an Administrator pursuant to *The Municipalities Act* and other Acts and shall supervise the office, delegate tasks and undertake any other duties assigned by the councils of the Municipalities.
9. Decisions relating to personnel – for example: hiring, firing, discipline, are made jointly by the Joint Administration Board.
10. The Municipalities agree to share administrative costs, including salaries and benefits, administrative convention and travel costs, training and professional association membership fees on the following basis:

Rural Municipality of Milton No. 292	35.5%
Rural Municipality of Milton No. 292 (Alsask Division 7)	23.0 %
Rural Municipality of Antelope Park No. 322	35.5%
Village of Marengo	6.0%

OFFICE/OCCUPANCY COSTS

11. The Municipalities hereby agree that the **Rural Municipality of Milton No. 292** Administration Office, located at 20 1st Ave N Marengo SK S0L 2K0 (hereinafter referred to as the "Municipal Administration Office"), shall be used as joint office space by the administrative personnel.
12. Title to the Municipal Administration Office shall remain in the name of the **Rural Municipality of Milton No. 292**. The Rural Municipality of Antelope Park No. 322 and the Village of Marengo shall by virtue of this Agreement acquire interest in the Municipal Administration Office based on the share percentages in section 15.

13. The **Rural Municipality of Milton No. 292** shall be responsible for the operation, management and maintenance of the Municipal Administration Office and shall incur all costs associated with the operation and management of said office.
14. The Municipalities agree to share the costs of, telephone, postage, stationery, miscellaneous office costs, and office equipment costs on the following basis:

Rural Municipality of Milton No. 292	35.5%
Rural Municipality of Milton No. 292 (Alsask Division 7)	23.0 %
Rural Municipality of Antelope Park No. 322	35.5%
Village of Marengo	6.0%
15. The Municipalities agree to share building maintenance, building expenses, office utilities, building insurance, PSIP, municipal building capital purchases and municipal software on the following basis:

Rural Municipality of Milton No. 292	47.0%
Rural Municipality of Antelope Park No. 322	47.0%
Village of Marengo	6.0%

DIVISION OF COSTS

16. The Rural Municipalities incurring costs in accordance with sections 4, 6, and 13 of this Agreement agree to present an accounting of expenditures by invoicing the other municipalities for their share quarterly or as otherwise agreed to by the Parties.

LIST OF CAPITAL ASSETS

17. A listing of capital assets associated with the Municipal Administration Office and purchased by the Municipalities in accordance with sections 12 and 13 shall be maintained.

TERM AND TERMINATION

18. This Agreement shall commence on the date first written above and shall continue until terminated in accordance with the provisions hereof.
19. Any party hereto may terminate this Agreement by giving not less than twelve month's written notice to the other parties.
20. If any party to this Agreement shall at any time neglect, fail or refuse to perform any of its obligations under this Agreement (the "defaulting party"), any one of the other party may serve on the defaulting party notice of intention to terminate this Agreement, specifying the defaults and requiring the defaulting party to remedy the defaults within thirty (30) days after the date of serving such notice. If the defaulting party has not remedied all of the defaults specified in the notice within thirty (30) days, the other party may, at is option, terminate the Agreement immediately by giving written notice of the termination.

21. Should this Agreement be terminated, the capital assets acquired pursuant to this Agreement and any predecessor agreements shall be disbursed as follows:
- a) if the capital assets are considered fixtures to the Municipal Administration Office, the RM of Milton would compensate to the other municipalities in the amount of the same percentage that was originally contributed of the current fair market value of the asset.
 - b) if the capital assets are considered equipment and other chattels, the Municipalities will need to determine which municipality will take each asset and exchange funds accordingly with compensation being paid to the other parties in the amount of the same percentage that was originally contributed of the current fair market value of the asset.

GENERAL

22. The terms of the agreement shall be open to negotiation at the annual meeting, and new or revised agreements may be substituted from time to time; each municipality must individually ratify new agreements and append them to their bylaws, by resolutions adopted at municipal council meetings.
23. All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing by hand, facsimile machine, registered mail, or express courier at the addresses set forth below, with postage thereon fully prepaid if sent by mail or express courier:

20 1st Ave N Marengo SK S0L 2K0

Notice shall be effective: (i) immediately upon delivery by hand, (ii) upon completed transmission if the written notice is sent by facsimile, properly directed and addressed (provided that the sending Party has an electronic acknowledgement that the facsimile has been received); (iii) 5 business days after written notice is deposited in the federal mail, first class delivery, postage prepaid; or (iv) 3 business days after written notice is deposited for overnight delivery with an established courier service.

24. This Agreement replaces the agreement dated December 19, 2019 between the Municipalities. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, negotiations, discussions, undertakings and representations, oral or written, between the Municipalities or their representatives.
25. This agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts, taken together, shall constitute one agreement. Signatures transmitted via portable document format (PDF) shall be treated as original signatures.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Municipalities have executed this Agreement as of the day and year first written above.



(Seal)

RURAL MUNICIPALITY OF MILTON NO. 292

Reeve

Administrator

Appended to and forming part of Bylaw 2/2009,

By resolution of council on Dec 10, 2025.



(Seal)

RURAL MUNICIPALITY OF ANTELOPE PARK NO. 292

Reeve

Administrator

Appended to and forming part of Bylaw 1-2009

By resolution of council on Nov 18, 2025.



(Seal)

VILLAGE OF MARENGO

Mayor

Administrator

Appended to and forming part of Bylaw 2009-03,

By resolution of council on Nov 26, 2025.

Schedule "A"
Terms of Employment

1. Full time administrative employees are required to report for work 40 hours per week and may work a maximum of 8 hours per day; overtime may be approved by the Administrator;

Part time administrative employees are required to report for work 32 hours per week and may work a maximum of 8 hours per day; over time may be approved by the Administrator;

2. The Administrator who is required to attend evening meetings or committee meetings of Rural Municipal Councils is entitled to 12 days off per year (in addition to other vacation entitlements); evening village council meetings are classified as ordinary duties and no equivalent time off is allowed;
3. Administrative employees other than the Administrator, who are required to attend evening committee or council meetings are entitled to equivalent paid time off work, or overtime pay if applicable;
4. Administrative employees' annual holidays are granted as follows 1-9 years - 3 weeks; 10 years - 4 weeks; 15 years - 5 weeks; 20 years - 6 weeks; the years being portable from one municipality to another;
5. Administrative employees may bank or accumulate vacation days over year end, but must be used by March 31st of the year carried to or be paid out;
6. Annual salaried administrative employees and hourly paid administrative employees are entitled to 1.5 paid medical/personal days per month, with a maximum of 18 days in any 12-month period; there is no provision for banking of unused medical days, and are of no monetary value.
7. The Administrator and administrative employees who are obliged as members, shall be permitted to attend conventions and seminars as part of the duties of office, as required by the Urban and Rural Municipal Administrators' Associations of Saskatchewan; hotel room costs, meals, registration fees, and mileage allowance at the Reasonable Per-Kilometer Rate provided annually by the Canada Revenue Agency;
8. The Administrator's annual professional association membership fees will be paid by the Municipalities in accordance with section 10 of this Agreement;
9. Administrative employees shall be enrolled in the SARM short-term disability benefits plan (which pays 80% of insured earnings after 7 continuous days of illness or disability) and the mandatory SARM group life insurance plan, premiums for such insurance shall be paid by the Municipalities;
10. Administrative employees who are obliged as members of the Rural Municipal Administrators Association of Saskatchewan (or who may otherwise choose to be insured) to maintain group insurance under the SARM long-term disability benefits plan shall be enrolled in said plan; premiums for such insurance shall be paid by the Municipalities according to SARM's policies, and be reimbursed to the Municipalities by the employees;
11. Health and Dental and Group Life Insurance coverage offered to other municipal employees shall also be offered to administrative employees, with the Municipalities paying part of premiums on the same basis as is provided to other municipal employees;
12. Administrative employees shall be granted bereavement leave per the current municipal policy or at the minimum under the *Saskatchewan Employment Act*.
13. Administrative employees using their personal vehicle for any business-related kilometers driven, will be reimbursed at the Reasonable Per-Kilometer Rate provided annually by the Canada Revenue Agency;
14. The municipal office will observe all Saskatchewan public holidays and additionally be closed on Easter Monday, National Day for Truth and Reconciliation, Christmas Eve, and Boxing Day; staff may take a day without pay, time in lieu, or use accrued vacation time for any days not applicable for Saskatchewan statutory holiday pay should they not report to work.