

TOWN OF ST. WALBURG

BYLAW NO. 15-95

A BYLAW TO AUTHORIZE ENTERING INTO AN AGREEMENT WITH TWIN RIVERS DISTRICT HEALTH BOARD TO ESTABLISH A TRUST FUND FOR ADMINISTRATION OF FUNDS RESULTING FROM LAKE LAND LODGE INC. SHARE PAYOUT FOLLOWING AMALGAMATION WITH DISTRICT HEALTH BOARD.

WHEREAS the Town of St. Walburg is authorized to enter into agreements with any person or association under Section 175(1) of The Urban Municipality Act;

AND WHEREAS it is deemed advisable to enter into such an agreement with Twin Rivers District Health Board;

NOW THEREFORE, the Council of the Town of St. Walburg, in the Province of Saskatchewan, enacts as follows:

1. The Town of St. Walburg is hereby authorized to enter into an agreement with Twin Rivers District Health Board.

The terms of which are attached hereto and marked Exhibit "A".

2. The Mayor and the Administrator are hereby authorized, empowered and directed, to execute the agreement incorporated herewith as Schedule "A" to this bylaw and forming part thereof, and to affix the corporate seal of the Town of St. Walburg and to do and to cause to be done all acts, matters and things which may be necessary for the due performance and fulfillment of the said agreement.

Archie L. Hall
Mayor

(SEAL)

Muriel B. Rasmussen-Suiff
Administrator

This Bylaw given three readings
and adopted at regular meeting of
Council, July 11, 1995.

Muriel B. Rasmussen-Suiff
Administrator.

Certified a True Copy

Shirley Bronken
Chief Administrative Officer
Town of St. Walburg, Saskatchewan

THIS AGREEMENT made in triplicate this 11th day of July, , A.D. 1995.

BETWEEN:

Town of St. Walburg MUNICIPALITY
(hereinafter called "The Trustee" in this Agreement)

- and -

TWIN RIVERS DISTRICT HEALTH BOARD;
(hereinafter called "The Settlor" in this Agreement)

TRUST AGREEMENT

WHEREAS the Settlor has assigned, transferred and delivered to the Trustee, or is about to deliver to the Trustee, *Trust Funds* in the amount of \$4,987.71.

NOW THEREFORE in consideration of the covenants in this Agreement, it is mutually agreed that the *Trust Funds* in the amount of \$ 4,987.71 together with any interest accruing thereon shall be held by the Trustee upon the following trusts:

1. The Trustee shall invest and keep the said funds, including any accruing interest, and use same for supplementary health related purposes that will benefit the residents of the ST. WALBURG Union Hospital District. The ST. WALBURG Union Hospital District shall be deemed to be that area encompassing the said District prior to the formation of the Twin Rivers Health District and shall be deemed to be identifiable notwithstanding the amalgamation process pursuant to The Health Districts Act.
2. The Trustee agrees that all funds and any accruing interest shall be kept and/or invested in a separate account designated as an Amalgamation Trust Account. There shall be an annual reporting to the Settlor as to the status of said Account/Investments including any accruals or expenditures. Any expenditures shall be made through the District Health Board and shall be with the mutual consent of the Municipality and the District Health Board.
3. The Parties agree that the District Health Board and the Trustee may mutually agree to change the conditions of the use of said *Trust Funds* as set above such that the use of said *Trust Funds* or any portion thereof shall be permitted for health related purposes to benefit the area of the Twin Rivers Health District, being a larger area than that originally provided for and any modification to this use as provided herein, shall not require the consent of the Health Corporation.

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TRUST AGREEMENT

4. Further, the Parties agree that nothing in this Agreement shall prevent the District Health Board and the Trustee from mutually agreeing to change the conditions of the use of the *Trust Funds* in the event any of the uses prescribed herein cannot be carried out or completed and in such case the Parties shall use every reasonable effort to ensure the use of said funds for health related purposes within the District, or within such other defined area as may be reasonable to permit the purposes of this Trust to be carried out.
5. The Parties acknowledge that this shall be a charitable trust, and insofar as is possible the purpose of same shall be for the charitable activities so stated.
6. The Laws of Saskatchewan shall apply to this Agreement.
7. The Parties agree to make and execute such further and other documents and assurances that shall be necessary to give effect to this Agreement.
8. This Agreement shall be binding on the Party hereto, their successors, administrators and assigns.

IN WITNESS WHEREOF THE PARTIES have hereunto affixed their corporate seals attested to by the proper officers on that behalf this 11th day of July, A.D. 1995.

TOWN OF ST. WALBURG
MUNICIPALITY

PER: _____

PER: _____

TWIN RIVERS DISTRICT HEALTH
BOARD

PER: _____

PER: _____

Handwritten signature