

Rural Municipality of Eldon No. 471

BYLAW No. 123

**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT
WITH THE TWIN RIVERS DISTRICT HEALTH BOARD IN
REGARD TO MAIDSTONE UNION HOSPITAL DISTRICT
COMMUNITY GENERATED FUNDS.**

The Council of the Rural Municipality of Eldon No. 471, in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Eldon No. 471 is hereby authorized to enter into an agreement with the Twin Rivers District Health Board, the terms of which are attached hereto and marked Exhibit "A", for the purpose of receiving and managing the municipality's share of the Maidstone Union Hospital District's community generated funds.
2. The Reeve and Administrator of the Rural Municipality of Eldon No. 471 are hereby authorized to sign and execute the agreement, the terms of which are set out in Exhibit "A" herebefore referred to.

Reeve

(S E A L)

Administrator

Certified a true copy of Bylaw No. 123
adopted by resolution of Council on the
3rd day of August, 1994.

Administrator

APPENDIX "A"

TO BYLAW NO. 123

THIS AGREEMENT made in triplicate this 8th day of March, A.D. 1995.

BETWEEN:

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

- and -

RURAL MUNICIPALITY OF ELDON
(hereinafter called "The Trustee" in this Agreement)

TRUST AGREEMENT

WHEREAS the Settlor have assigned, transferred and delivered to the Trustee, or are about to deliver to the Trustee, *Trust Funds* in the amount of \$402,025.00 pursuant to an agreement dated September 1, 1994.

NOW THEREFORE in consideration of the covenants in this Agreement, it is mutually agreed that the *Trust Funds* in the amount of \$402,025.00 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 Maidstone Union Hospital District. The Maidstone 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 District Health board 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 require the Municipality to obtain the prior consent of the district Health board for same. Any expenditures shall be with 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.
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.

...2

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 8th day of March, A.D. 1995.

TWIN RIVERS DISTRICT HEALTH BOARD

PER: _____

PER: _____

RURAL MUNICIPALITY OF ELDON NO. 471

PER: _____

PER: _____