

The meeting of Council for the Rural Municipality of Indian Head #156 was held on Tuesday, March 14, 2023 in the RM Council Chambers at 719 Grand Avenue, commencing at 9:04 a.m.

Present were:

Reeve – James Woityla	Councilor, Div. 1- Darryl Henty
Councilor, Div. 2 – J.R. Craigie	Councilor, Division 4 – Jamie Nagy
Councilor, Div. 5 – Danton Soloducha	Councilor, Div. 6 - Eric Gray
Outside Supervisor – Mark Kress	Administrator – Tracy Luscombe

Regrets were:

Councilor, Division 3 – Scott Greiner

Agenda –43/2023 – Henty:

That the agenda be adopted as presented.

Carried

Outside Supervisor Report:

- Safety done
- New windshield on truck
- Portable signs made
- Speed sign still having issues
- Gravel planning/set up
- Ground Disturbance on 27th
- Snow plowing
- Division 1 – Snow removal
- Division 2 – Culvert out by gun range when it melts
- Division 5 – Gravel pit overseeing the crushing there
- Division 4 – Turnocks Lane

Minutes –44/2023 - Nagy:

That the minutes of the regular meeting of council, held on Thursday, February 16, 2023 be adopted with the cost of the grader change noted in hard copy on the original minutes.

Carried

Monthly Bills and Accounts 45/2023 – Henty:

That the list of cheques, numbered 12691 – 12716 totaling \$55,871.74 be adopted as presented.

Carried

Monthly Financial Report – 46/2023 – Craigie:

That the Monthly Financial Report for the month of February 2023 be adopted as presented.

Carried

Monthly Bank Reconciliation – 47/2023 – Nagy:

That the municipality acknowledges the bank reconciliation as presented.

Carried

Committee Meetings Attended

Gravel – All council in attendance – Feb. 28
IH Arena Committee – Division 6 & Reeve – Feb. 21
Hwy 56 & Hwy 1 Interchange call – Div. 2 – Feb. 21
CDC Meeting – Division 6

10:00 a.m. – Gravel Hauling Tender opening

Tenders to haul and spread gravel for the RM's roads were received and opened from:

- Vendetta Trucking
- Wilf Walker Trucking
- B&D Gravel Contracting Ltd.

Gravel Haul/Spread – 48/20023 – Henty:

That the municipality award the tender to haul and spread gravel on the RM roads to B&D Gravel Contracting Ltd. At a price of \$.75 loading, \$.40 hauling

Carried

Green Bridge – 49/2023 – Soloducha:

That the municipality pursues the RFP process for repairs to the Green Bridge.

Carried

Gravel Crushing – 50/2023 – Craigie:

That the municipality hires Kirsh Construction Ltd. to crush a minimum 30,000 yards of gravel in the NW 11-17-13 W2.

Carried

Audited Financial Statement – 51/2023 – Craigie:

That the municipality acknowledges and adopt the 2022 Audited Financial Statements as presented.

Carried

Outside Employee Call Back's – 52/2023 – Henty:

That the municipality send call backs for Tuesday, April 11 for the two employees on lay off.

Carried

10:47 a.m. – Councilor Nagy left the meeting citing conflict of interest

Sask Lotteries Applications – 53/2023 – Gray:

That the municipality acknowledge applications for funding from the following:

- Broncs Parents Association
- Indian Head Community Football
- IHES SCC – Inline Skating Program
- IHES SCC – Pickleball Club
- IHES SCC – After School Art and Culture Program
- Skate Indian Head

And award funding as follows:

- Indian Head Community Football - \$1,000
- IHES SCC – Pickleball Club - \$1,000
- Skate Indian Head \$134

Carried

10:53 a.m. Councilor Nagy returned to the meeting.

RM Fire Committee Representative– 54/2023 – Soloducha:

That the municipality revokes the appointment of Councilor, Jamie Nagy to the Fire Committee and appoints Councilor, Darryl Henty.

Carried

Road Maintenance Agreements – 55/2023 – Henty:

That the municipality approve or Road Maintenance Agreements for the following:

- Heidelberg Materials
- McIntosh Crushing
- New West Concrete Ltd.

Carried

Broncs Parent Association Request – 56/2023 – Craigie:

That the municipality decline the request from the Broncs Parent Association to issue tax receipts on behalf of their association.

Carried

Grader Extended Warranty Pricing – 57/2023 – Soloducha:

That the municipality tables this discussion.

Carried

Bylaw 202/2023 – 58/2023 – Soloducha:

That Bylaw 202/2023, being a bylaw to provide for the lending of money to the Indian Head Curling Club be given first reading.

Carried

Bylaw 202/2023 – 59/2023 – Henty:

That Bylaw 202/2023 be given second reading.

Carried

Bylaw 202/2023 – 60/2023 – Nagy:

That Council proceed with third reading of Bylaw 202/2023 at this meeting.

Unanimously Carried

Bylaw 202/2023 – 61/2023 – Gray:

That Bylaw 202/2023, being a bylaw to provide for the lending of money to the Indian Head Curling Club be given third and final reading.

Carried

Budget Meeting – 62/2023 – Gray:

That the budget meeting be held Tuesday, March 28 @ 9:00 a.m.

Carried

Correspondence – 63/2023 – Henty:

That the municipality acknowledges the following correspondence

- a) Indian Head Hospital Foundation AGM – April 19 1:30
- b) Fire Committee meeting – March 15
- c) TLE Trust Fund Account

Carried

Next Meeting Date – 64/2023 – Nagy:

That the next meeting of council be set for Tuesday, April 11, 2023, commencing at 9:00 a.m.

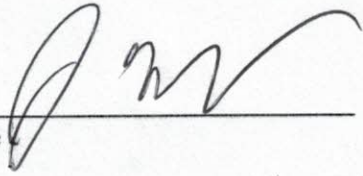
Carried

Adjournment – 65/2023 – Soloducha:

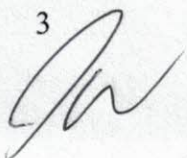
That the meeting adjourns 11:41 a.m.

Carried

Reeve



Administrator



BYLAW NO. 202/2023

**A BYLAW TO LEND MONEY
TO INDIAN HEAD CURLING ASSOCIATION INC.**

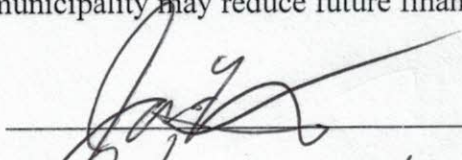
The Council of the Rural Municipality of Indian Head No 156 in the Province of Saskatchewan enacts as follows:

1. In this bylaw:
 - a. "Administrator" shall mean the administrator of the municipality;
 - b. "Borrower" shall mean the Indian Head Curling Association;
 - c. "Council" means the council of the municipality;
 - d. "Municipality" shall mean the Rural Municipality of Indian Head No. 156;
2. The council of the Rural Municipality of Indian Head No 156 hereby authorizes a loan in the amount of Nine Thousand Dollars [\$9,000.00] in Canadian currency to the Indian Head Curling Association Inc., a non-profit organization as described in clause 152(1)(f) of *The Municipalities Act*, said funds to be used for a new roof on their facility.
3. The loan shall be for a term of two [2] years, bearing interest at a rate of zero [0%] percent per year.
4. The payment schedule to the borrower is as follows:

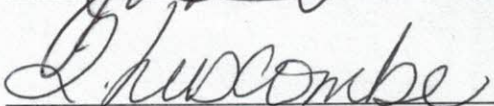
Initial payment of NINE THOUSAND DOLLARS [\$9,000] upon execution of the agreement.
5. The re-payment schedule by the borrower to the lender is as follows:

Initial payment of SIX THOUSAND DOLLARS [\$6,000] and two [2] annual payments of FIFTEEN HUNDRED DOLLARS [\$1,500.00]. Additional payments may be made with no penalty.
6. The source of the funds to be loaned from the municipality shall be funded through the Municipal Recreation Fund.
7. The funds shall not be disbursed until the borrower's authorized officers have provided the municipality with a promissory note, which is appended hereto and forms part of this bylaw.
8. The municipality shall disperse the funds directly to the borrower.
9. The municipality acknowledges that this loan affects the municipality's debt limit.
10. In the event of default by the borrower, the municipality may reduce future financial assistance to the borrower.





Reeve



Administrator

Section 182 *The Municipalities Act*

PROMISSORY NOTE

On this date of march 30, 2023, in return for valuable consideration received, the undersigned borrower jointly and severally promises to pay to the RM of Indian Head No. 156, the "Lender", the sum of [\$9,000] Nine Thousand Dollars, with zero percent (0%) per annum.

Terms of Repayment:

Starting on December 1, 2023, the borrower shall pay \$7,500.00, and yearly until the principal balance of this Note and any accrued interest have been repaid in full, on the first day of December of each year the borrowers shall pay the minimum amount of \$1,500.

Place of Payment:

All payments due under this note shall be made at the RM of Indian Head No. 156 Office.

Default:

In the event of default, the borrower agrees to pay all costs and expenses incurred by the Lender, including all reasonable attorney fees for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.

Acceleration of Debt:

In the event that the borrower fails to make any payment due under the terms of this Note, or breach any condition relating to any security, security agreement, note, mortgage or lien granted as collateral security for this Note, the entire balance of this Note and any interest accrued thereon shall be immediately due and payable to the holder of this Note.

No modification or waiver of any of the terms of this Agreement shall be allowed unless by written agreement signed by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

Transfer of the Note:

The borrower hereby waives any notice of the transfer of this Note by the Lender or by any subsequent holder of this Note, agree to remain bound by the terms of this Note subsequent to any transfer, and agree that the terms of this Note may be fully enforced by any subsequent holder of this Note.

Severability of Provisions:

In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect.

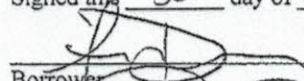
Choice of Law:

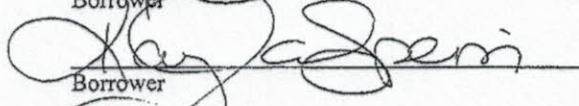
All terms and conditions of this Note shall be interpreted under the laws of the Province of Saskatchewan.

Authorization:

We, the undersigned, hereby declare that the Indian Head Curling Association Inc. has duly authorized us to enter into this agreement on behalf of the organization.

Signed this 30 day of march, 2023,


Borrower


Borrower

Signed in the presence of:


Witness