

BYLAW No. 94-3

A BYLAW OF THE
THE RURAL MUNICIPALITY OF EXCEL No. 71
TO PROVIDE FOR ENTERING INTO AN AGREEMENT RESPECTING
THE OPERATIONS OF THE COMFORT JUBILEE RENTAL CORP.

The Council of the Rural Municipality of Excel No. 71, in the Province of Saskatchewan, enacts as follows:

WHEREAS Council did some time ago pass a Bylaw agreeing to share proportionately any operating short fall or deficit incurred by Assiniboia Pioneer Lodge Inc.;

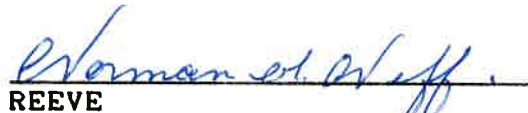
AND WHEREAS the Assiniboia Pioneer Lodge Inc. will cease operations as of July 1, 1994, pursuant to the provisions of The Health Districts Act;

AND WHEREAS Comfort Jubilee Rentals Corp. will continue operating Fordyce Manor, McMorine Manor, and the cottages, (being part of the previous operations by Assiniboia Pioneer Lodge Inc.) at Assiniboia, Saskatchewan;

NOW BE IT RESOLVED that this Council undertakes and agrees to be responsible for any short fall or deficit incurred by Comfort Jubilee Rentals Corp. and that the proper signing officers of this Council be authorized to sign any required agreements in this regard.

1. The Rural Municipality of Excel No. 71 is hereby authorized to enter the agreement, attached hereto and forming part of this bylaw, and identified as Exhibit "A", with the municipalities as listed in the said attached agreement, for the purpose stated within the agreement.
2. The Reeve and the Administrator of the Rural Municipality of Excel No. 71 are hereby authorized to sign and execute the attached agreement identified as Exhibit "A".
3. Bylaw No's. 2-1968, and 5-1968 are hereby repealed.

(S E A L)


REEVE


ADMINISTRATOR

"Read a third time and adopted
this 5th day of July, 1994"

CERTIFIED A TRUE COPY OF
BYLAW NO. 94-1, ADOPTED BY
COUNCIL ON JULY 5, 1994.


REEVE


ADMINISTRATOR

(S E A L)

THIS AGREEMENT MADE THIS 16TH DAY OF JUNE, 1994

BETWEEN:

ASSINIBOIA PIONEER LODGE INCORPORATED,
of Assiniboia, Saskatchewan, a corporation
incorporated pursuant to the Non-Profit Corporation Act,
hereinafter referred to as "the Health Corporation"

AND:

SOUTH COUNTRY DISTRICT HEALTH BOARD, a district
health board incorporated pursuant to The Health District Act,
hereinafter referred to as "the District Health Board"

AND:

**THE TOWN OF ASSINIBOIA; THE TOWN OF LAFLECHE; THE VILLAGE OF
GLENTWORTH; THE VILLAGE OF ST. VICTOR; THE TOWN OF MOSSBANK;
THE VILLAGE OF LIMERICK; THE TOWN OF WILLOW BUNCH; THE TOWN
OF CORONACH; THE VILLAGE OF WOODROW; THE VILLAGE OF VICEROY;
THE VILLAGE OF FIFE LAKE; THE VILLAGE OF MAZENOD; THE VILLAGE
OF WOOD MOUNTAIN; THE TOWN OF ROCKGLEN; THE R.M. OF MANKOTA
#45; THE R.M. OF LAKE OF THE RIVERS #72; THE R.M. OF WOOD
RIVER #74; THE R.M. OF WAVERLEY #44; THE R.M. OF WILLOW BUNCH
#42; THE R.M. OF HART BUTTE #11; THE R.M. OF STONEHENGE #73;
THE R.M. OF OLD POST #43; THE R.M. OF PINTO CREEK #75;
THE R.M. OF EXCEL #71; THE R.M. OF LAKE JOHNSTON # 102, AND
THE R.M. OF SUTTON #103,**
hereinafter referred to as "the Members"

WHEREAS the Members constitute the full membership of the
Health Corporation;

AND WHEREAS the Health Corporation is in the process of
amalgamating with the District Health Board;

AND WHEREAS as a result of the amalgamation of the Health
Corporation and the District Health Board, a new corporation
(hereinafter referred to as "the amalgamated Corporation") will
come into effect;

AND WHEREAS the Health Corporation presently has assets and
liabilities which will be affected by the amalgamation and some
assets and liabilities will not be affected by the amalgamation;

AND WHEREAS the parties hereto desire to delineate their
respective rights and obligations as a result of the amalgamation:

THE PARTIES HERETO in consideration of the mutual covenants
and premises herein do covenant and agree with each other as
follows:

1. Those assets of the Health Board, commonly known as Fordyce Manor, McMorine Manor, and the cottages, as designated in Schedule "A", attached hereto and forming part of this agreement, will be transferred to a Non-Profit Corporation known as "Comfort Jubilee Rentals Corp."
2. The assets of the Health Board, commonly known as the Pioneer Lodge and Ross Payant Nursing Home shall be retained by the amalgamated corporation following the amalgamation between the Health Corporation and "the District Health Board".
3. The amalgamated corporation agrees to indemnify and save harmless from any and all claims, demands, liability which may arise as damages for claims arising out of any actual or alleged error, omission, misleading statement or neglect or breach of duty committed or alleged to have been committed by the Heath Corporation either jointly or severally, provided such claims arise from an error, omission, misleading statement or neglect or breach of duty unknown to the health corporation on the inception of this agreement.
4. The District Board agrees to indemnify and save harmless the Health Corporation for any and all claims, demands and liability, which may arise as a result of all agreements, contracts and liens entered into or incurred by the Health Corporation providing such claims, demands and liability was expressed to or known by the Amalgamated Corporation on the inception of this agreement.
5. The Members hereby acknowledge and agree that they shall continue to be responsible for the debts and liabilities assumed by Comfort Jubilee Rentals Corp., upon Comfort Jubilee Rentals Corp. becoming owner of the Fordyce Manor, McMorine Manor, and the cottages on the same conditions of their existing liabilities for the Health Corporation. The amount of the debt is as set out in Schedule "B" attached hereto.
6. This agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, executors, administrators and assigns.

DATED at Assiniboia, Saskatchewan, this 16th day of June, 1994.

IN WITNESS WHEREOF the parties hereto have each hereunto affixed their respective Corporate seals, attested to by the signatures of their proper officers, duly authorized in that behalf as of the day and year first above written.



ASSINIBOIA PIONEER LODGE INCORPORATED

Per: [Signature]

Per: [Signature]

SOUTH COUNTRY DISTRICT HEALTH BOARD

Per: [Signature]

Per: _____

(Seal)

THE TOWN OF ASSINIBOIA

Per: [Signature]

Per: [Signature]

(Seal)

THE TOWN OF LAFLECHE

Per: [Signature]

Per: [Signature]

(Seal)

THE VILLAGE OF GLENTWORTH

Per: [Signature]

Per: [Signature]

(Seal)

THE VILLAGE OF ST. VICTOR

(Seal)

Per:

Per:

THE TOWN OF MOSSBANK

(Seal)

Per:

Per:

THE VILLAGE OF LIMERICK

(Seal)

Per:

Per:

THE TOWN OF WILLOW BUNCH

(Seal)

Per:

Per:

THE TOWN OF CORONACH

(Seal)

Per:

Per:

THE VILLAGE OF WOODROW

(Seal)

Per:

Per:

THE VILLAGE OF VICEROY

(Seal)

Per:

Per:

THE VILLAGE OF FIFE LAKE

(Seal)

Per: J. H. [Signature]

Per: C. P. [Signature]

THE VILLAGE OF MAZENOD

(Seal)

Per: [Signature]

Per: M. B. McKechnie

THE VILLAGE OF WOOD MOUNTAIN

(Seal)

Per: Michael [Signature]

Per: Beauvegard

THE TOWN OF ROCKGLEN

(Seal)

Per: Louis Lawrick

Per: [Signature]

THE R.M. OF MANKOTA #45

(Seal)

Per: George Wallace

Per: [Signature]

THE R.M. LAKE OF THE RIVERS #72

(Seal)

Per: [Signature]

Per: F. A. [Signature]

THE R.M. OF WOOD RIVER #74

(Seal)

Per: *[Signature]*

Per: *[Signature]*

THE R.M. OF WAVERLEY #44

(Seal)

Per: *[Signature]*

Per: *[Signature]*

THE R.M. OF WILLOW BUNCH #42

(Seal)

Per: *[Signature]*

Per: *Margaret L. Brown*

THE R.M. OF HART BUTTE #11

(Seal)

Per: *John R. Jett*

Per: *[Signature]*

THE R.M. OF STONEHENGE #73

(Seal)

Per: *[Signature]*

Per: *Maureen Allingham*

THE R.M. OF OLD POST #43

(Seal)

Per: *H.W. Stoye*

Per: *Gerald Depoy*

THE R.M. OF PINTO CREEK #75

(Seal)

Per: Donald Church

Per: W. J. Hart

THE R.M. OF EXCEL #71

(Seal)

Per: Norman W. Stoff

Per: W. J. Hart

THE R.M. OF LAKE JOHNSTON #102

(Seal)

Per: Deane Thompson

Per: W. J. Hart

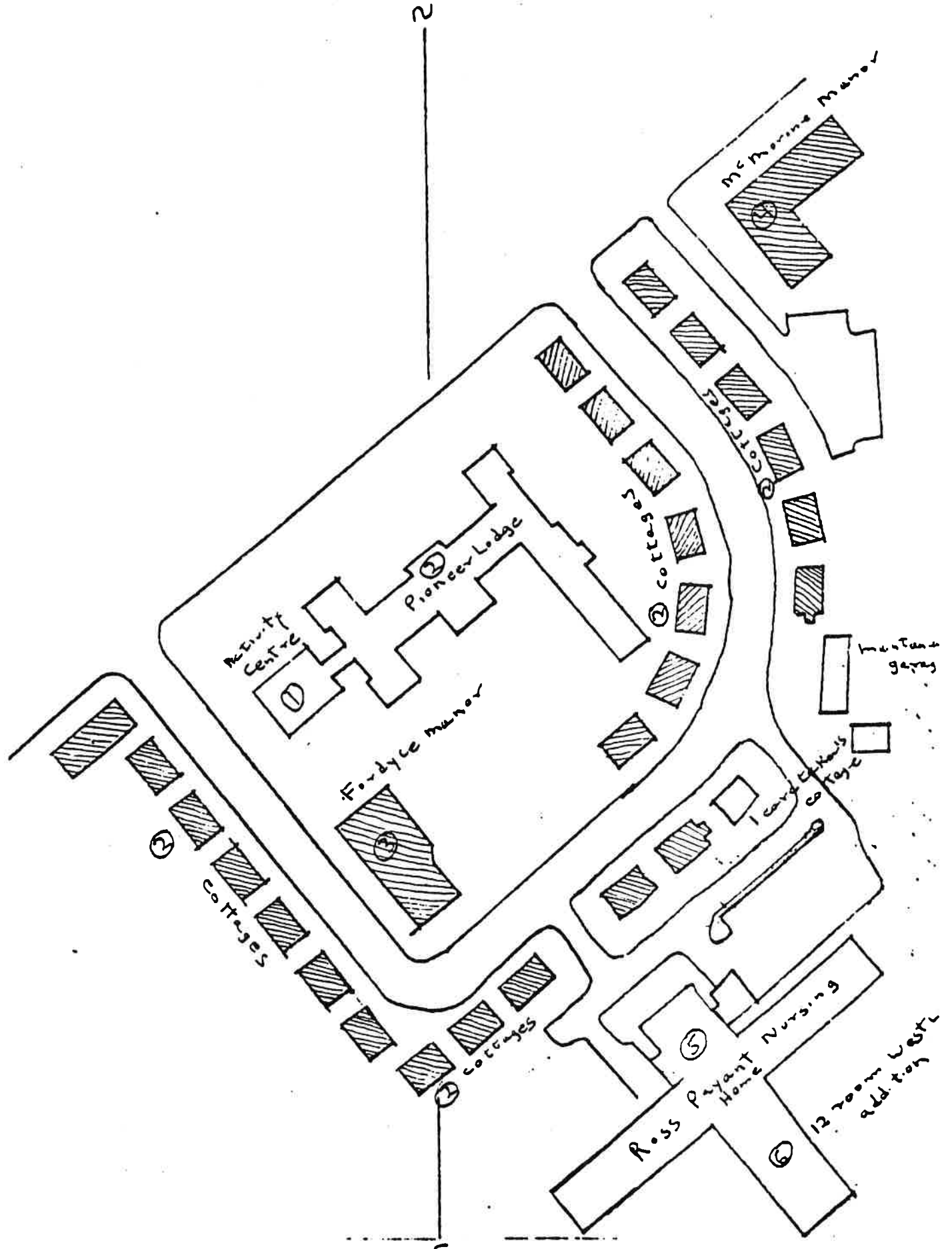
THE R.M. OF SUTTON #103

(Seal)

Per: D. L. Seeman

Per: W. J. Hart

SCHEDULE "A"



SCHEDULE "B"

**CMHC MORTGAGES
ASSINIBOIA PIONEER LODGE, INC.**

	<u>MORTGAGE</u>	<u>BALANCE</u>
1.	Pioneer Lodge Recreation Centre Payment: \$394.09 per month @ 8% Expires: October 1, 2024	\$54,986.01
2.	Pioneer Lodge & Cottages Payment: \$1,471.64 per month @ 3.75% Expires: September 1, 1998 *Cottage Portion is 60.76% *Pioneer Lodge Portion is 39.24%	\$73,293.52
3.	Fordyce Manor Payment: \$269.92 per month @ 5.375% Expires: March 1, 2000	\$21,158.96
4.	McMorine Manor Payment: \$346.34 per month @ 5.125% Expires: July 1, 2004	\$33,512.88
5.	Ross Payant Nursing Home Payment: \$1546.776 per month @ 6% Expires: November 1, 2018	\$241,518.63
6.	Ross Payant Nursing Home 12 bed addition Payment: \$541.95 per month @ 8% Expires: October 1, 2024	\$75,621.32

The portion of debt on the mortgages that would be turned over to the South Country Health District would consist of the following:

#1	\$394.09		
#2	\$577.47	(39.24%)	
#5	\$1,546.76		
#6	<u>\$541.95</u>		
	\$3,060.27 per month		(\$36,723.24 annually)

The rest of the debt belongs to Jubilee Rental Corporation:

#2	\$894.17	(60.76%)	
#3	\$269.92		
#4	<u>\$346.34</u>		
	\$1,510.43 per month		(\$18,125.16 annually)