

**Rural Municipality of Eldon No. 471**

**BYLAW No. 109**

**A BYLAW TO PROVIDE FOR ENTERING INTO AN  
AGREEMENT WITH THE PINE ISLAND LODGE LIMITED  
OF MAIDSTONE SASKATCHEWAN REGARDING FUNDING  
OF THE PINE ISLAND LODGE SPECIAL CARE HOME FACILITY.**

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 the agreement, attached hereto and forming part of this Bylaw, and identified as Exhibit A, with the Pine Island Lodge Limited for the purposes stated within the Agreement.
2. The Reeve and Administrator of the Rural Municipality of Eldon No. 471 are hereby authorized to sign and execute the attached agreement identified as Exhibit A.
3. Bylaw No. 51 is hereby repealed.

\_\_\_\_\_  
Reeve

( S E A L )

\_\_\_\_\_  
Administrator

Certified a true copy of Bylaw No. 109  
adopted by resolution of Council on the  
9<sup>th</sup> day of January, 1991.

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

THIS AGREEMENT made in quadruplicate this 11<sup>th</sup> day of January, 1991

BETWEEN: PINE ISLAND LODGE LIMITED  
of Maidstone  
in the Province of Saskatchewan

hereinafter referred to as “the lodge”

AND: RURAL MUNICIPALITY OF ELDON NO. 471  
a municipal corporation

hereinafter referred to as “the municipality”

#### MEMORANDUM OF AGREEMENT

WHEREAS the lodge is duly incorporated under the laws of the Province of Saskatchewan as a non-profit corporation with head office located at Maidstone in the Province of Saskatchewan;

AND WHEREAS the parties entered into an agreement on the 6<sup>th</sup> day of March, 1965, for the purpose of raising the necessary capital required to construct and equip a hostel accommodation at Maidstone in the Province of Saskatchewan by way of subscription for shares of the capital stock of the lodge by the municipality;

AND WHEREAS the parties have since that time co-operated for the purpose of maintaining and operating PINE ISLAND LODGE at Maidstone and in the Province of Saskatchewan so as to provide special care home accommodation for care of aged, needy and infirm persons of the Province of Saskatchewan in Maidstone and area;

AND WHEREAS the parties desire to enter into a new agreement with respect to their relationship;

NOW THIS AGREEMENT WITNESSES:

1. The parties agree that the share structure of the lodge shall be arranged in such a way that all existing shares held by the municipality shall be delivered up for redemption and in lieu thereof there shall be issued to the municipality 4700 shares which shall have a nominal or par value of \$1.00 and shall be type A common voting shares.
2. The parties agree that if any calendar year the hostel accommodation provided by the lodge shall operate at a loss or deficit then the parties agree that such loss or deficit in the provision of capital funding shall be paid for by the municipality and other municipalities with similar agreements, in a manner calculated by way of a formula based on fifty percent of the assessment base of the municipality and fifty percent of the population base of the municipality both of which bases shall be derived from the latest edition of the Saskatchewan Municipal Directory.
3. The parties agree that they shall upon the request of either party re-examine and re-adjust the percentage of the levy payable by the municipality providing, however, such re-examination and re-adjustment shall not be done more often than once every two years. Any changes to the levy shall be in writing and attached to and form part of this agreement. Such change and amendment shall reflect any changes in the assessment and/or population of the municipality based on the same formula as herein stated.
4. The parties further covenant and agree that there shall be no assessment for shortfall or deficit levy except by a motion of the Board of Directors of the lodge passed by sixty-six and two thirds percent of those directors present and voting at the meeting.

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5. The parties agree that the municipality shall continue to have two representatives on the Board of Directors of the lodge. Such representatives shall be appointed annually by the municipality to hold office at the pleasure of the municipality.
6. The Board of Directors shall continue to operate and generally manage the affairs of the lodge with full right and power to regulate from time to time as they see fit the method of selection of all occupants of the hostel accommodation. All decisions as to the organization, construction, operation and maintenance of the hostel accommodation shall be made by the Board of Directors.
7. The parties agree that the annual net profit, if any, from the operation of the hostel accommodation shall be maintained for the purpose of making up any deficit which may be incurred in operating the hostel or may at the discretion of the Board of Directors be used to subsidize rental for accommodation or finance any improvements deemed necessary by the board, upgrade the facility and generally to conform with the regulations imposed on the Board with respect to the operation of the lodge.
8. It is understood and agreed that this agreement may be terminated by either party giving to the other one full year's notice prior to the fiscal year of the lodge of that party's intention to terminate the agreement and withdraw from same. Any amount contributed by the municipality to date of withdrawal by way of share contribution shall be refunded to the municipality but any other contributions or levies paid by the municipality shall remain the property of the lodge, shall not be refunded and the municipality shall make no claim therefore.
9. The parties agree to make and execute such further and other documents as shall be necessary to give effect to this agreement.
10. This agreement shall be binding upon the parties, their administrators, successors and assigns.

IN WITNESS WHEREOF the parties have hereunto affixed their seals attested by the proper officers in that behalf this 11<sup>th</sup> day of January, 1991.

PINE ISLAND LODGE LIMITED

By: \_\_\_\_\_

And: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

RURAL MUNICIPALITY OF ELDON  
NO. 471

By: \_\_\_\_\_

And: \_\_\_\_\_

The Council of the Rural Municipality of Eldon No. 471 has submitted copy of an agreement between the said rural municipality and the Pine Island Lodge Limited of Maidstone, Saskatchewan respecting participation by the said municipality in the company, supported by a request from the said council for the approval of the Local Government committee to the said agreement and Bylaw No. 109 in connection therewith, pursuant to the provision of The Housing and Special-care Homes Act.

After due consideration the Committee decided to approve of the said agreement and Bylaw No. 109.