

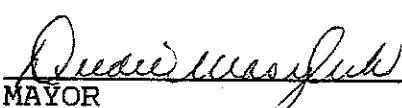
TOWN OF ITUNA

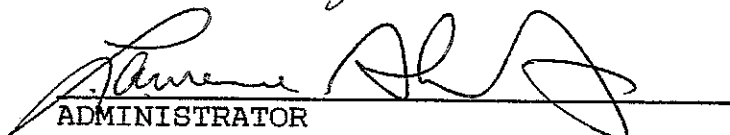
BYLAW NO. 10 - 97

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH
RURAL MUNICIPALITY OF ITUNA BON ACCORD NO. 246 AND NORTH
VALLEY DISTRICT HEALTH BOARD FOR ITUNA HEALTH CENTRE FUNDING

THE COUNCIL of the TOWN OF ITUNA in the Province of Saskatchewan,
enacts as follows:

- 1). That the Town of Ituna is hereby authorized to enter into an agreement, attached hereto and forming part of this bylaw and identified as Exhibit A, between Rural Municipality of Ituna Bon Accord No. 246 and North Valley District Health Board, to jointly fund with the Rural Municipality on a 50/50 basis the projected shortfall in the New Health Centre to a maximum of \$200,000.00, such funds including, but not limited to, any funds derived from fund raising and contributions of the Rural Municipality of Tullymet No. 216, and further, that the North Valley District Health Board will transfer the title of the current Health Centre and Property to the Town and Rural Municipality less the "ambulance garage" property, as stated within the said agreement.
- 2). The Mayor and Administrator of the Town of Ituna are hereby authorized to sign and execute the attached identified as Exhibit A.
- 3). This bylaw shall come into force on the date of signing of the agreement.


MAYOR


ADMINISTRATOR

SEAL

MEMORANDUM OF AGREEMENT made this 16th day of June, 1997.

BETWEEN:

TOWN OF ITUNA,
a body corporate under the laws of the Province of Saskatchewan,

(hereinafter referred to as the "Town")
PARTY OF THE FIRST PART

- and -

RURAL MUNICIPALITY OF ITUNA BON ACCORD NO. 246,
a body corporate under the laws of the Province of Saskatchewan,

(hereinafter referred to as the "Municipality")
PARTY OF THE SECOND PART.

- and -

NORTH VALLEY DISTRICT HEALTH BOARD,
a body created by Order in Council 696/93, effective September 14, 1993,
pursuant to The Health Districts Act,

(hereinafter referred to as the "Board")
PARTY OF THE THIRD PART.

WHEREAS the Board provides health services to the residents of the Town and
Municipality;

AND WHEREAS the parties wish to complete the construction project known as the
"Ituna Health Centre and Pioneer Lodge Construction/Renovation Project" (hereinafter referred
to as the "New Health Centre");

AND WHEREAS the parties wish to provide for orderly transition of the ownership
of the current Ituna Health Centre building and respective property, legally described as Lot:
Pcl. J, Plan 66R35041, Ituna, Saskatchewan (hereinafter referred to as the "Current Health
Centre") .

IN CONSIDERATION of the amount of ONE (\$1.00) dollar and other good and valuable consideration, including but not limited to the completion of the New Health Centre, the parties agree as follows:

1. the Town and the Municipality agree to jointly fund, on a 50/50 basis, the projected shortfall in the New Health Centre to a maximum of \$200,000.00, such funds to be paid to the Board as requested from time to time. The parties agree that the \$200,000.00 maximum includes but is not limited to any funds derived from fund raising for the New Health Centre and the contribution of the Rural Municipality of Tullymet No. 216.
2. the Board agrees to assume the responsibilities for managing the New Health Centre which includes but is not limited to hiring of an architect, approval of tender, administering the New Health Centre, authorizing change orders and obtaining funding from Saskatchewan Health. The parties further agree that the Board shall retain title and ownership to the "New Health Centre".
3. the parties agree that upon completion of the transfer of services to the New Health Centre, the Board will transfer the title of the Current Health Centre and property to the Town and the Municipality on the following conditions:
 - a) the purchase price shall be equal to the cost of preparing and registering the Transfer of Title;
 - b) the Board shall retain ownership of the "ambulance garage", including the building, the right of access of the Health Centre parking lot, and the property necessary to house the same, more particularly set out in Schedule "A", attached hereto;

- c) the Board shall take all steps necessary to complete and register a subdivision of the property as set out on Schedule "A" hereto subject only to amendments recommended by Community Planning/Subdivision. All costs relating to the subdivision application and registration shall be borne by the Board. The Town and Municipality agree to execute any documents necessary to facilitate said subdivision;
 - d) in the event of a private sale by the Town and Municipality of the remaining property and building known as the "Old Health Centre", the proceeds of the sale shall be divided equally between the Board, the Town and the Municipality. The Board's one-third share of the proceeds are to be used for the provision of health services within the geographical area known as the Town and Municipality.
 - e) Transfer of the "Old Health Centre" shall be free and clear of all encumbrances save and except all just exceptions.
 - f) The parties agree that the Board shall be responsible for the taxes on the ambulance garage, property and right of access, which the parties agree is currently assessed at the value of \$11,000.00.
 - g) the parties agree that the transfer of the "Old Health Centre" does not include chattels, and the Board shall be given every reasonable opportunity to transfer said chattels to the "New Health Centre".
- 4. This Agreement shall be read with all changes of gender or number required by context.
 - 5. The parties further agree to complete and submit to Revenue Canada such appropriate documentation as may be necessary respecting the Goods and Services Tax. The Town

and Municipality shall be responsible for payment of any applicable GST relating to the transfer of the "Old Health Centre".

6. The parties agree that time shall be of the essence of this Agreement and shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the TOWN OF ITUNA has duly executed this Agreement under the hands of its proper officers this 17 day of June, 1997.

TOWN OF ITUNA

PER: Laurence Shurt "SEAL"

PER: Rudie Mayfield

IN WITNESS WHEREOF the RURAL MUNICIPALITY OF ITUNA BON ACCORD NO. 246 has duly executed this Agreement under the hands of its proper officers, this 16 day of June, 1997.

RURAL MUNICIPALITY OF ITUNA BON ACCORD NO. 246

PER: Leane Okech "SEAL"

PER: Art Gignac

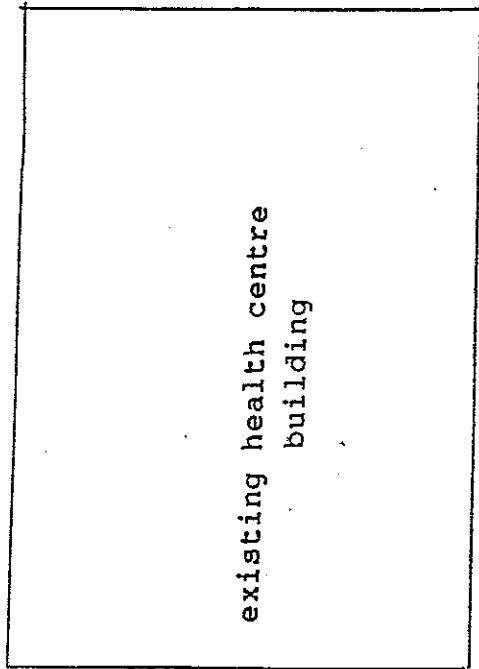
IN WITNESS WHEREOF the NORTH VALLEY DISTRICT HEALTH BOARD has duly executed this Agreement under the hands of its proper officers, this 23 day of JUNE, 1997.

NORTH VALLEY DISTRICT HEALTH BOARD

PER: Alfred Moore "SEAL"

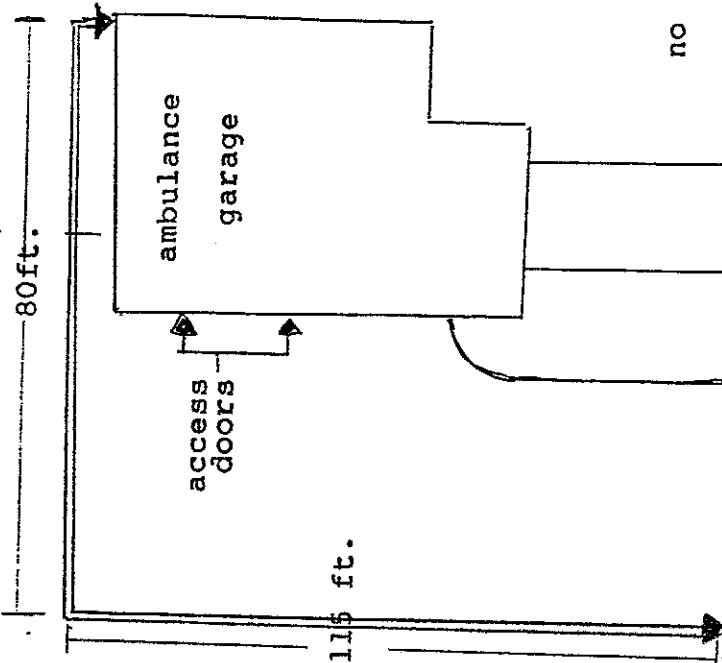
PER: BTX





existing health centre
building

paved parking



80ft.

access
doors

115 ft.

no scale

paved access

5th Avenue north