

Bill No. 49 of 1932.

A BILL TO VALIDATE AND CONFIRM AN AGREEMENT BETWEEN THE CITY OF WETASKIWIN AND THE MUNICIPAL DISTRICT OF MONTGOMERY No. 458 FOR THE PROVISION OF HOSPITAL FACILITIES.

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NOTE.

This Bill validates and confirms an agreement entered into between the City of Wetaskiwin and the Municipal District of Montgomery No. 458 for the provision of joint hospital facilities.

The Bill provides the contracting parties with the capacity to enter into the agreement and to carry out its provisions, and incorporates the Board of Management set up by the agreement and invests the Board with necessary powers.

The Bill further empowers the Municipal District of Bigstone No. 459 to join with the parties to the agreement for the purposes and under the terms set out in the said agreement.

R. ANDREW SMITH,  
*Legislative Counsel.*

*(This note does not form any part of the Bill and is offered merely as a partial explanation of some of its provisions.)*

# BILL

No. 49 of 1932.

An Act to validate and confirm an Agreement between the  
City of Wetaskiwin and the Municipal District of  
Montgomery No. 458 for the provision of  
Hospital Facilities.

(Assented to \_\_\_\_\_, 1932.)

**W**HEREAS the City of Wetaskiwin and the Municipal  
District of Montgomery No. 458 have entered into  
the agreement set out in the schedule to this Act; and

Whereas the said agreement was entered into in pursu-  
ance of by-laws passed respectively by the said City and the  
said Municipal District and approved by the Board of Public  
Utility Commissioners for the Province of Alberta; and

Whereas, in order to remove any doubts and difficulties as  
to the powers and capacities of the said City and the said  
Municipal District to enter into and carry out such an agree-  
ment, it is expedient and convenient that the said agreement  
be validated and that the necessary powers and authorities  
be conferred upon any parties thereto in manner hereinafter  
appearing;

Now, therefore, His Majesty, by and with the advice and  
consent of the Legislative Assembly of the Province of Al-  
berta, enacts as follows:

**1.** Notwithstanding anything in any other Act to the con-  
trary, the agreement dated the 18th day of January, 1932,  
made between the City of Wetaskiwin, of the First Part, and  
the Municipal District of Montgomery No. 458, of the Sec-  
ond Part, which is set out in the schedule to this Act, is  
hereby validated and confirmed.

**2.** The Municipal District of Bigstone No. 459 is hereby  
authorized and empowered to become associated with the  
City of Wetaskiwin and the Municipal District of Montgom-  
ery No. 458 in the ownership, operation and conduct of the  
hospital to be erected in pursuance of the said agreement  
within the time and upon the terms and conditions set out in  
the said agreement.

**3.** The City of Wetaskiwin, the Municipal District of  
Montgomery No. 458, and the Municipal District of Bigstone  
No. 459 are each of them authorized and empowered to do

all and any acts and things necessary for the purpose of carrying out the provisions of the said agreement or incidental thereto.

**4.** The Board of Management of the said hospital constituted in accordance with the said agreement is hereby constituted as a body corporate with all the powers and duties mentioned in the said agreement.

**5.** The Board of Management of the said hospital may from time to time borrow such sums as may be required for the purpose of meeting its current expenditures, and the City of Wetaskiwin and the Municipal District of Montgomery No. 458 may each guarantee the due payment of any sum or sums borrowed by the said Board in pursuance of this section.

**6.** The Board of Management of the said hospital shall not incur any capital expenditure or any liability for any capital expenditure unless it is specifically authorized so to do by the City of Wetaskiwin and the Municipal District of Montgomery No. 458.

**7.** The aforesaid parties to the said agreement, as well as the Municipal District of Bigstone No. 459, upon its becoming associated with them in pursuance of the said agreement, may from time to time by supplementary agreement approved by the Minister of Health vary the terms and conditions of the agreement hereby ratified, and upon such agreement being approved, the agreement so varied shall have the same force and effect as if the same had been the agreement hereby validated and confirmed.

**8.** This Act shall come into force on the day upon which it is assented to.

## SCHEDULE

An agreement made this 18th day of January, 1932—

BETWEEN:

THE CITY OF WETASKIWIN (hereinafter referred to as  
“the City”),

of the one Part,

and

THE MUNICIPAL DISTRICT OF MONTGOMERY No. 458 (here-  
inafter referred to as “the Municipal District”),

of the other Part.

WHEREAS the City is now and has been for some time past  
the owner and operator of a hospital; and

WHEREAS such hospital provides necessary hospital facili-  
ties for the residents in the vicinity of the City, and in par-  
ticular in the area of the municipal district, as well as for  
residents of the City; and

WHEREAS circumstances have arisen which necessitate  
the replacement of the said hospital; and

WHEREAS the parties hereto, being desirous of taking  
joint action for the purpose of providing for their respective  
needs for hospital facilities, have agreed as follows:

NOW THIS AGREEMENT WITNESSETH that the City and the  
Municipal District do each agree with the other, as follows:

1. The City will provide the Board hereinafter constituted  
with the money requisite to erect, complete and equip a hos-  
pital according to plans and specifications to be approved by  
the City and the Municipal District, which money is esti-  
mated to be the sum of \$40,000, or thereabouts.

2. The City will provide a free site for the new hospital  
within the City, provided the Board is satisfied with the site  
which is designated by the City, and the City will, at its own  
expense, furnish all necessary sewer connections with the  
hospital to the street line of the site, side-walk approach to  
the corner of the site on which the hospital is built, neces-  
sary street lights, and such necessary hydrants as may be  
required for fire protection purposes.

3. The City will appropriate towards the cost of the said  
hospital the sum of approximately \$12,000 now in the hands  
of the City and available for hospital purposes, and all sup-  
plies, equipment, outstanding accounts and other assets of  
the hospital now operated by the City, and will proceed to  
issue debentures for the sum of \$27,000, bearing interest at  
six per centum per annum repayable in fifteen equal aggre-  
gate annual sums of principal and interest amounting to  
\$2,779.99 for the purpose of providing the necessary funds  
for the erection, completion and equipment of the said hos-  
pital.

4. Upon the City selling the said debenture issue of  
\$27,000, the Municipal District shall contribute towards the

cost of the erection, completion and equipment of the said hospital the sum of \$15,000, and interest payable in fifteen annual instalments of blended principal and interest, such interest to be at the same rate as is actually paid by the City in respect of the aforesaid sum borrowed by the City, the first of such instalments to be paid at the expiration of one year from the date of the bonds, debentures or other securities given by the City as security for the said loan, and thereafter on the same day in each succeeding year until the said sum of \$15,000, together with interest, is fully paid.

5. The duty of erecting, completing and equipping the hospital and its subsequent operations shall be upon a Hospital Board consisting of seven members: One member shall be the Mayor for the time being of the City; one member shall be the Reeve for the time being of the Municipal District; one member shall be a member of the Council of the City appointed by a resolution of the Council thereof; one member shall be a proprietary elector of the City appointed by a resolution of the Council thereof; one member shall be a member of the Council of the Municipal District appointed by resolution of the Council thereof; and two members shall be proprietary electors of the Municipal district appointed by resolution of the Council thereof.

6. As soon as conveniently may be after the City has sold the said debenture issue of \$27,000 the City and Municipal District will proceed to appoint those members of the said Board who are to be appointed by resolutions of their respective Councils.

7. The members of the Board so appointed shall hold office until their successors are appointed.

8. In the event of the death or resignation of any appointed member of the Board, his successor may be appointed in the same manner as his predecessor was appointed.

9. In the month of January in each year following the year in which the Board is first constituted, the Council of the City and the Council of the Municipal District shall each appoint the members of the Board respectively to be appointed by them.

10. The powers of the Board shall be as follows:

- (a) To apply all monies furnished by the City and the Municipal District, or either of them, for the purpose of erecting, completing and equipping the said hospital or any additions, alterations or extensions thereto in accordance with the said plans and specifications and any directions which may be given jointly by the Councils of the City and the Municipal District.
- (b) To manage and control the affairs and business of the hospital.
- (c) To engage any necessary officials and servants, and to prescribe their remunerations and duties and to terminate any such engagement.

- (d) To apply all monies received by the Board on account of the operation of the hospital for the purposes of the hospital.
- (e) To keep proper books of account.
- (f) To require that any member of the Board and any employee of the Board who has the handling of any monies entrusted to or received by the Board shall furnish a bond of a company licensed to conduct the business of bonding in the Province in a sum of not less than \$5,000.
- (g) To submit all books of accounts, vouchers, statements and documents relating to the affairs and business of the hospital to the inspection of any auditor or auditors appointed at any time or times by the City and the Municipal District jointly or by either of them.
- (h) To submit statements as to the financial transactions of the Board and current receipts, disbursements, assets and liabilities to the City and Municipal District annually in the month of January in each year and whenever required so to do by the City and Municipal District, or either of them.

11. The resident sick of the City and the Municipal District respectively shall have the right to admission to and treatment in the hospital in priority to any other persons.

12. The amount of the hospital charges shall be such as may be from time to time fixed by the Board and approved by the City and the Municipal District respectively.

13. The Hospital Board shall be known as "The Wetaskiwin Community Hospital Board," and the Hospital shall be known as "The Wetaskiwin Community Hospital."

14. The City and the Municipal District shall each be responsible for the payment to the Board of all hospital charges payable in respect of their respective residents which are not paid by such residents.

15. The deficits incurred by the Board in the operation of the hospital shall be annually apportioned between and paid by the parties hereto as follows: So much of the deficit as is attributable to the hospitalization of persons who are not residents of the City or the Municipal District shall be apportioned between the City and the Municipal District in equal shares, and the remainder of the deficit shall be apportioned between the City and the Municipal District in the proportion which the total number of hospital days of patients who are residents of the City during the year bears to the total number of hospital days of patients who are residents of the Municipal District.

16. All future capital expenditures incurred in connection with the said hospital and all unforeseen losses or expenditures incurred in connection therewith shall be apportioned between the City and the Municipal District in the propor-

tion which the population of the City bears to the population of the Municipal District as shown by the Dominion census last taken prior to such loss or expenditure.

17. This agreement shall continue in full force and effect so long as any sum payable by the Municipal District pursuant to this agreement, or any sum which the Municipal District becomes liable to pay on account of any capital expenditure in respect of the hospital, remains owing and unpaid; and upon all such indebtedness of the Municipal District being paid and satisfied, either party may terminate this Agreement by delivering to the other twelve months' notice in writing of its intention to terminate the said Agreement, and upon the expiration of such notice, this Agreement shall cease and the affairs of the hospital shall be wound up and the surplus, if any, shall belong to the City and the Municipal District in equal shares.

18. In case the Municipal District of Bigstone No. 459, or any portion thereof, so desires, the City and the Municipal District will admit the Municipal District of Bigstone to become associated with the parties hereto in the ownership, operation and conduct of the hospital upon such terms as may be agreed upon as to the extent of the proprietary interest in the hospital and the representation on the Board, and in default of agreement, as may be determined by the Board of Public Utility Commissioners, and save and except only as last aforesaid, the terms of such association shall be, *mutatis mutandis*, the same as the terms of this agreement.

19. The City and the Municipal District will each use its best endeavours to procure from the Legislature of the Province statutory authority confirming and ratifying this agreement and enabling each of the parties hereto to enter into this agreement, and to carry out and perform the obligations thereby created and to constitute the Hospital Board a body corporate with all the powers and duties which are by these presents conferred upon the Board.

20. This agreement, upon being ratified and confirmed as aforesaid, shall become effective upon the City selling the said debenture issue of \$27,000, and thereupon the City shall deliver to the Board the proceeds of the said issue and also the said sum of \$12,000, or thereabouts, now in the hands of the City for hospital purposes, and shall do all things necessary to transfer to and vest in the Board the site of the hospital, and thereafter the Board shall hold the hospital and all property whatsoever acquired in connection therewith or incidentally thereto as the property of the Board and upon and subject to the terms of this agreement.

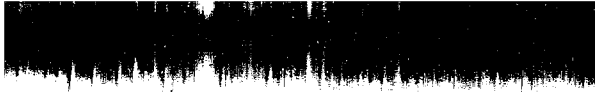
This agreement is upon the express condition that if upon the first day of March, 1934, the City shall have failed to sell the said issue of \$27,000, and in paying the proceeds thereof, together with the before-mentioned sum of approximately \$12,000 to the Board as hereinbefore provided, this agreement shall thereupon become utterly void and of no effect.

In witness whereof the parties hereto have caused their corporate seals to be hereunto affixed in the presence of and attested by its proper officers, the day and year first above written.

Corporate Seal of the City of Wetaskiwin.	(Sgd.) J. W. SOMERS, <i>Mayor.</i>
	(Sgd.) J. E. FRASER, <i>City Clerk and Treasurer.</i>

Corporate Seal of the Mu- nicipal District of Mont- gomery No. 458.	(Sgd.) RICHARD BALLHORN, <i>Reeve.</i>
	(Sgd.) GODFREY BAKER, <i>Secretary-Treasurer.</i>





SECOND SESSION

SEVENTH LEGISLATURE

22 GEORGE V

1932

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**BILL**

An Act to validate and confirm an Agreement between the City of Wetaskiwin and the Municipal District of Montgomery No. 458 for the provision of Hospital Facilities.

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Received and read the

First time.....

Second time.....

Third time.....

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MR. MONTGOMERY

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EDMONTON:  
W. D. McLEAN, KING'S PRINTER  
1932