

BILL

No. 3 of 1937 (Second Session).

An Act to empower the Village of Fairview and the Municipal District of Fairview No. 858 to enter into an Agreement for the provision of Hospital Facilities.

(Assented to _____, 1937.)

WHEREAS the Village of Fairview and the Municipal District of Fairview No. 858 are desirous of entering into an agreement for the provision of hospital facilities and have negotiated an agreement for that purpose; and

Whereas it is expedient and convenient that the Village of Fairview and the Municipal District of Fairview No. 858 be empowered to enter into such an agreement.

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

1. This Act may be cited as "*The Fairview Community Hospital Act.*"

2. Subject to the other provisions of this Act, the Village of Fairview, hereinafter referred to as the Village, and the Municipal District of Fairview No. 858, hereinafter referred to as the Municipal District, are empowered to enter into an agreement for the provision of a community hospital, upon the terms and conditions of the draft agreement set out in the Schedule hereto.

3.—(1) Before the said agreement is entered into the same shall be authorized by by-laws passed by the Village and the Municipal District, and all the provisions of *The Town and Village Act* relating to the enactment of money by-laws by a town or village, shall apply to any by-law authorizing the agreement enacted by the Village, and the provisions of section 157 of *The Municipal District Act, 1926*, shall apply to any by-law authorizing the agreement enacted by the Municipal District.

(2) None of the provisions of *The Town and Village Act* providing for the submission of by-laws for the approval of electors, shall apply to any by-law of the Village authorizing the borrowing of any money by the Village made in pursuance of or for the purpose of carrying out the terms of the agreement.

4.—(1) The said agreement shall not be entered into unless and until the by-laws authorizing the same have been approved in writing by the Minister of Health and by the Board of Public Utility Commissioners.

(2) The said Board shall not approve any such by-law unless it is satisfied that the financial condition of the Village and the Municipal District is such that there is a reasonable expectation that they can respectively carry out the obligations arising from the agreement.

5. The Board of Management constituted pursuant to such agreement shall be a body corporate with all the powers and duties mentioned in such agreement.

6. For the purpose of defraying any expenses of operating and maintaining the hospital to which the agreement relates,—

- (a) the Board of Management may from time to time borrow such sums as may be requisite for the purpose from any person;
- (b) the Village and the Municipal District respectively may guarantee the due repayment of any money so borrowed by the Board; and
- (c) the Village and the Municipal District may each lend to the Board out of its general funds, money required by the Board for the purpose aforesaid.

7. The Board of Management shall not incur any capital expenditure or any liability for any capital expenditure unless it is specifically authorized so to do by the Village and the Municipal District.

8. Where in pursuance of the agreement any member of the Board of Management is required to be elected, such election shall be held at the time prescribed for such election in the agreement, and all the provisions of *The Town and Village Act* or *The Municipal District Act* as the case may be, shall *mutatis mutandis* apply to any election so held.

9. The Village and the Municipal District may from time to time by supplementary agreement authorized by by-laws approved by the Minister of Health and by the Board of Public Utility Commissioners, vary the terms and conditions of the agreement entered into pursuant to this Act, and the agreement entered into pursuant to this Act as varied by the supplementary agreement shall have the same force and effect as if the agreement so varied had been the agreement originally entered into pursuant to this Act.

10. The Village and the Municipal District are each of them authorized and empowered to do all or any acts or things necessary for the purpose of carrying out the provisions of such agreement or incidental thereto.

11. The Village is empowered to raise any money required to be raised for the purpose of defraying any capital expenditure authorized by the agreement by borrowing the same upon the credit of the Village, and to secure the repayment of such borrowing by the issue of debentures, and to borrow upon the security of any debentures so issued as if the borrowing had been made for the general purposes of the Village, but no provision of *The Town and Village Act* restricting the amount which may be borrowed by a village shall apply to any borrowing to which this section relates.

12. This Act shall come into force on the day upon which it is assented to, and upon so coming into force shall be deemed to have been in force at all times from and after the first day of July, 1937.

SCHEDULE

This agreement made this tenth day of July, A.D. 1937.

Between:

The Village of Fairview (hereinafter referred to as the Village),
of the One Part

AND

The Municipal District of Fairview No. 858 (hereinafter referred to as the Municipal District),
of the Other Part

Whereas there is in existence in the Village of Fairview a Hospital known as the Fairview Women's Institute Hospital.

And whereas the Board of the said Hospital has agreed that it will transfer all its buildings, equipment and supplies and all its assets to a Board consisting of representatives of the Council of the Village of Fairview and representatives of the Council of the Municipal District of Fairview No. 858 upon the condition that the said Board to be appointed as hereinafter provided will continue to operate the said hospital and will erect a Community Hospital in or near the Village of Fairview.

And whereas the parties hereto are desirous of taking joint action for the purpose of providing for their respective needs for hospital facilities:

Now this agreement witnesseth that the Village and the Municipal district do each agree with the other as follows:—

1. The Village will provide the Board hereinafter constituted with the money requisite to erect, complete and equip a hospital according to plans and specifications to be approved by the Village and the Municipal District, which money is estimated to be the sum of \$20,000.00 or thereabouts.

2. The Village will proceed to issue debentures for the sum of \$20,000.00 bearing interest at 6 per cent per annum repayable in fifteen equal aggregate annual instalments of principal and interest amounting to \$2,059.24 for the purpose of providing the necessary fund for the erection, completion and equipment of the said hospital.

3. Upon the Village selling the said debenture issue of \$20,000.00 or obtaining the said sum by any other means, the Municipal District shall contribute towards the retirement of the said debenture issue for the cost of the erection, completion and equipment of the said hospital the sum of \$16,000.00 and interest, payable in fifteen equal annual instalments of blended principal and interest amounting to \$1,647.39, provided, however, that such interest shall be at the same rate as is actually paid by the Village in respect of the aforesaid sum borrowed by the Village, the first of such instalments to be paid at the expiration of one year from the date of the bonds, debentures or other security given by the Village as security for the said loan, and thereafter on the same day in each succeeding year until the said sum of \$16,000.00 with interest as aforesaid is fully paid.

4. The Hospital Board shall consist of six members: two members to represent the Village and four members to represent the Municipal District:

- (a) The Village shall appoint two members to the Board, one of whom shall be a member of the Council and the other a proprietary elector qualified to be a Councillor under *The Town and Village Act*. Both first members so appointed shall be members of the Board until the third Monday in February following their appointment and one year more, and:

Thereafter the Council of the Village, in the month of February in each and every year, shall appoint one of their number to be a member of the Board, and the other member shall be elected to hold office for three years in the same manner and at the same time as the election of Councillors is held in that year. Such election shall in all respects as to qualifications, holding of office and otherwise, be governed by the provisions of *The Town and Village Act* relating to the office of Councillor.

- (b) The Municipal District shall appoint four members to the Board, one of whom shall be a member of the Council and three shall be proprietary electors qualified to be Councillors under the provisions of *The Municipal District Act*, who shall each be designated to represent:

One for Divisions 1 and 2.	} of the Municipal District of Fairview, No. 858.
One for Divisions 4 and 5.	
One for Divisions 3 and 6.	

The member of the Council so appointed shall hold office until the 13th day of March next following his

appointment and one year more, and thereafter the Council of the Municipal District shall in the month of March in each and every year appoint one of their number to be a member of the Board.

The members of the Board appointed to represent Divisions as aforesaid shall hold office for the same term as that of the Councillors of the Municipal District representing those Divisions. Thereafter each vacancy shall be filled by the election of a member of said Board to be held in the same manner and at the same time as the election of Councillors of the Municipal District for the Divisions concerned. Such election shall in all respects as to qualifications, holding of office and otherwise be governed by the provisions of *The Municipal District Act* relating to the office of Councillor.

- (c) Provided however that the provisions of clause 6 of this agreement shall apply with regard to the filling by the respective parties hereto of any *ad-interim* vacancies occurring on said Board.
- (d) Each of the parties hereto will conduct and bear the expense of any necessary elections for their respective members of the Board.

5. As soon as conveniently may be after an Act has been passed empowering the parties hereto to enter into this agreement, the Village and the Municipal District will proceed to appoint the members of the said Board.

6. The members of the Board shall hold office until their successors are appointed or elected, provided that in the event of death or resignation of any member of the Board, or if for any other reason a vacancy occurs other than the effluxion of time then the Council of the Municipality concerned shall appoint a qualified person to hold office in his place.

7. The powers of the Board shall be as follows:—

- (a) To acquire such site for the hospital as shall be approved by both the Village and the Municipal District.
- (b) To apply all moneys furnished by the Village 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 Village and the Municipal District.
- (c) To manage and control the affairs and business of the hospital.
- (d) To pay the members of the Board a sum not exceeding ten cents for every mile necessarily travelled in coming to and returning from the meetings of the Board.
- (e) To engage any necessary officials and servants, and to prescribe their remunerations and duties and to terminate any such engagements.

- (f) To apply all moneys received by the Board on account of the operation of the hospital for the purpose of the hospital.
 - (g) To keep proper books of account.
 - (h) To require that any member of the Board and any employee of the Board who has the handling of any moneys 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 not less than \$3,000.00.
 - (i) 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 Village and the Municipal District jointly or by either of them.
 - (j) To submit statements as to the financial transactions of the Board and current receipts, disbursements, assets and liabilities to the Village and Municipal District annually in the month of January in each year and whenever required so to do by the Village and Municipal District, or either of them.
 - (k) In addition the Board shall, as soon as constituted and subject to all the provisions of this agreement, have power to acquire the assets and assume the then liabilities of the Fairview Women's Institute Hospital, and shall have power to operate same in the Village of Fairview as long as this agreement remains in force or until the hospital herein provided for is ready for occupation, whichever shall occur first.
8. The resident sick of the Village and the Municipal District respectively shall have the right to admission to and treatment in the hospital in priority to any other persons.
9. The amount of the hospital charges shall be such as may be from time to time fixed by the Board and approved by the Village and the Municipal District respectively.
10. The Hospital Board shall be known as "The Fairview Community Hospital Board" and the hospital shall be known as "The Fairview Community Hospital."
11. The Village and the Municipal District shall each be responsible for the payment to the Board of all hospital charges payable in respect of their respective indigent residents which are not paid by such residents.
12. 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 deficits as is attributable to the hospitalization of persons who are not residents of the Village or the Municipal District on the basis of one-fifth thereof to the Village and four-fifths thereof to the Municipal District, and the remainder of the deficit shall be apportioned between the Village and the Municipal District in the proportion which the total number of hospital days of patients who are residents of the Village during the year bears to the total number of hospital days of patients who are residents of the Municipal District.

13. All future capital expenditures incurred in connection with the said hospital and all unforeseen losses or expenditures incurred in connection therewith until December 31st, 1942, shall be apportioned between the Village and the Municipal District in the proportion of one-fifth to the Village and four-fifths to the Municipal District, and thereafter in the proportion which the population of the Village bears to the population of the Municipal District as shown by the Dominion Census last taken prior to such loss or expenditure.

14. 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 his 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 Village and Municipal District in the proportion of one-fifth to the Village and four-fifths to the Municipal District. In the interval between the time the full amount owing by the Municipal District as aforesaid has been paid and the termination of this agreement as herein provided, the Village shall be deemed to be the owner of an undivided one-fifth interest in the property vested in the Board by this Agreement and the Municipal District shall be deemed to be the owner of an undivided four-fifths interest in the said property.

15.—(1) This agreement shall become effective upon the Executive of the Fairview Women's Institute Hospital transferring all its buildings, equipment and other assets to the Board, and thereafter the Board shall hold the hospital and all property whatsoever acquired in connection therewith or incidental thereto as the property of the Board and upon and subject to the terms of this agreement.

(2) This agreement is upon the express condition that if upon the first day of June, A.D. 1940, the Village shall have failed to sell or otherwise dispose of the said issue of \$20,000.00, and to pay the proceeds thereof to the Board as hereinbefore provided, this agreement shall thereupon become 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 Village of Fairview.	}	<i>Mayor.</i>
	}	<i>Sec.-Treas.</i>

Corporate Seal of the Municipal District of Fairview No. 858.	}	<i>Reeve.</i>
	}	<i>Sec.-Treas.</i>

FOURTH SESSION
EIGHTH LEGISLATURE

1 GEORGE VI

1937

(SECOND SESSION)

BILL

An Act to empower the Village of Fairview and the Municipal District of Fairview No. 858 to enter into an Agreement for the provision of Hospital Facilities.

Received and read the

First time.....

Second time.....

Third time.....

HON. DR. CROSS.

EDMONTON:
A. Shnitka, King's Printer
1937