

BILL

No. 4 of 1937 (Second Session).

An Act to Validate and Confirm an Agreement between the
Town of Lacombe and the Municipal District of Crown
No. 399 for the Provision of Hospital Facilities.

(Assented to _____, 1937.)

WHEREAS the Town of Lacombe and the Municipal District of Crown No. 399 have entered into an agreement set out in the Schedule to this Act; and

Whereas the said agreement was entered into in pursuance of by-laws passed respectively by the said Town 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 Town and the said Municipal District to enter into and carry out such an agreement, 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 the manner hereinafter appearing.

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

1. Notwithstanding anything in any other Act to the contrary, the agreement dated the twenty-third day of April, 1937, made between the Town of Lacombe, of the first part, and the Municipal District of Crown No. 399, of the second part, which is set out in the Schedule to this Act, is hereby validated and confirmed.

2. The Town of Lacombe and the Municipal District of Crown No. 399 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.

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

4. 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 Town of Lacombe and the Municipal District of Crown No. 399 may each guarantee the due repayment of any sum or sums borrowed by the said Board in pursuance of this section.

5. The Board of Management of the said hospital shall not incur any capital expenditure or any liability for capital expenditure unless it is specifically authorized so to do by the Town of Lacombe and the Municipal District of Crown No. 399.

6. The parties to 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 hereto 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.

7. Notwithstanding any provisions of *The Town and Village Act* or of any other Act, for the purpose of ensuring the raising of the amount for which the Town of Lacombe is liable under the said agreement, the Council of the Town of Lacombe may by a by-law authorize the mayor and secretary-treasurer to raise money by way of a loan on such debentures to the amount of the par value thereof and to hypothecate the same for such loan.

8. *The Lacombe and Municipal District of Crown Community Hospital Act*, being chapter 88 of the Statutes of Alberta, 1937, is hereby repealed.

9. 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 January, 1937.

SCHEDULE.

This agreement made this 23rd day of April, A.D. 1937.
Between:

The Town of Lacombe (hereinafter referred to as the
Town),
of the One Part;

AND

Municipal District of Crown No. 399 (hereinafter referred
to as the Municipal District),
of the Other Part.

Whereas there is in existence in the Town of Lacombe a hospital known as the Lacombe General 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 Town of Lacombe and representatives of the Council of the Municipal District of Crown upon the condition that the said Board to be appointed as aforesaid will erect a Community Hospital within the Town of Lacombe.

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 Town and the Municipal District do each agree with the other, as follows :

1. The Town 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 Town and the Municipal District which money is estimated to be the sum of \$30,000.00, or thereabouts.

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

3. The Town will proceed to issue debentures for the sum of \$30,000.00 bearing interest at six per cent per annum repayable in fifteen equal aggregate annual instalments of principal and interest amounting to \$3,088.86 for the purpose of providing the necessary fund for the erection, completion and equipment of the said hospital.

4. Upon the Town selling the said debenture issue of \$30,000.00 or obtaining the said sum by any other means, the Municipal District shall contribute towards the cost of the erection, completion and equipment of the said hospital the sum of \$20,000.00 and interest, payable in fifteen equal annual instalments of blended principal and interest amounting to \$2,059.24, provided, however, that such interest shall be at the same rate as is actually paid by the Town in respect of the aforesaid sum borrowed by the Town, 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 Town as security for the said loan, and thereafter on the same day in each succeeding year until the said sum of \$20,000.00 with interest as aforesaid is fully paid.

5. The duty of erecting, completing and equipping the hospital and its subsequent operations shall be upon the Hospital Board consisting of five (5) members. Two members shall be members of and appointed by the council of the Town by a resolution of the council thereof and three

members shall be members of and appointed by the council of the Municipal District by a resolution of the council thereof.

6. As soon as conveniently may be after the Town has sold or otherwise disposed of the said debenture issue of \$30,000.00 the Town and the Municipal District will proceed to appoint the members of the said Board.

7. The members of the Board so appointed shall hold office until their successors are appointed, or in the event of death or resignation of any member of the Board, his successor shall be appointed in the same manner as his predecessor was appointed.

8. In the month of March in each year following the year in which the Board is constituted, the Council of the Town and the Council of the Municipal District shall each appoint the members of the Board as hereinbefore provided:

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

- (a) To apply all moneys furnished by the Town 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 Town 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 engagements.
- (d) To apply all moneys received by the Board on account of the operation of the hospital for the purposes of the hospital.
- (e) To keep proper books of accounts.
- (f) 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 \$5,000.00.
- (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 Town 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 Town and Municipal District annually in the month of March in each year and whenever required so to do by the Town and Municipal District, or either of them.

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

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

12. The Hospital Board shall be known as "The Lacombe and District Community Hospital Board" and the hospital shall be known as "The Lacombe and District Community Hospital".

13. The Town 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.

14. 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 Town or the Municipal District on the basis of one-third thereof to the Town and two-thirds thereof to the Municipal District, and the remainder of the deficit shall be apportioned between the Town and the Municipal District in the proportion which the total number of hospital days of patients who are residents of the Town during the year bears to the total number of hospital days of patients who are residents of the Municipal District.

15. 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 Town and the Municipal District in the proportion which the population of the Town bears to the population of the Municipal District as shown by the Dominion census last taken prior to such loss or expenditure.

16. 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 Town and Municipal District in the proportions of one-third to the Town and two-thirds 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 Town shall be deemed to be the owner of an undivided one-third 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 two-thirds interest in the said property.

17. The Town 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.

18. This Agreement, upon being ratified and confirmed as aforesaid, shall become effective upon the Town selling or otherwise disposing of the said debenture issue of \$30,000.00, and upon the Board of the Lacombe General Hospital transferring all its buildings, equipment and other assets to the Board and upon the Town doing all things necessary to transfer to and vest in the Board the site of the proposed new 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 June, A.D. 1939, the Town shall have failed to sell or otherwise dispose of the said issue of \$30,000.00, 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 Town of Lacombe.	}	EDWIN H. JONES, <i>Mayor.</i>
		L. P. MINKLER, <i>Secretary-Treasurer.</i>
Corporate Seal of the Municipal District of Crown No. 399.	}	O. W. HUEPPELHEUSER, <i>Reeve.</i>
		E. WALTER SIMPSON, <i>Secretary-Treasurer.</i>

FOURTH SESSION
EIGHTH LEGISLATURE

1 GEORGE VI

1937

(SECOND SESSION)

BILL

An Act to Validate and Confirm an Agreement between the Town of Lacombe and the Municipal District of Crown No. 399 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