

# BILL

No. 91 of 1938.

An Act to empower the Town of Didsbury and the Municipal District of Mountain View, No. 310, and the Municipal District of Westerdale, No. 311, to enter into an Agreement for the Provision of Hospital Facilities.

(Assented to \_\_\_\_\_, 1938.)

**W**HEREAS the Town of Didsbury and the Municipal District of Mountain View, No. 310, and the Municipal District of Westerdale, No. 311, 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 Town of Didsbury and the Municipal District of Mountain View, No. 310, and the Municipal District of Westerdale, No. 311, 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 Didsbury and District General Hospital Act.*"

**2.** Subject to the other provisions of this Act, the Town of Didsbury, hereinafter referred to as the Town, and the Municipal Districts of Mountain View, No. 310, and Westerdale, No. 311, hereinafter referred to as the Municipal Districts, are each 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 Town and each of the Municipal Districts and all the provisions of *The Town and Village Act* relating to the enactment of money by-laws by a town, shall apply to any by-law authorizing the agreement enacted by the Town, and the provisions of section 157 of *The Municipal District Act, 1926*, shall apply to any by-law authorizing the agreement enacted by each of the Municipal Districts.

**(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 Town authorizing the borrowing of any money by the Town made in pursuance

of or for the purposes 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 each of the Municipal Districts 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 Town and each Municipal District respectively may guarantee the due repayment of any money so borrowed by the Board; and
- (c) the Town and each 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 Town and both Municipal Districts.

**8.** The Town and each of the Municipal Districts 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.

**9.** The Town and the Municipal Districts 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.

**10.** The Town 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 Town, 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 Town, but no provision of *The Town and Village Act* restricting the amount which may be borrowed by a Town shall apply to any borrowing to which this section relates.

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

#### SCHEDULE.

THIS AGREEMENT made this ..... day of March,  
A.D. 1938.

BETWEEN:

The Town of Didsbury (hereinafter referred  
to as the Town),  
— and —  
of the One Part;

Municipal District of Mountain View, No. 310,  
and Municipal District of Westerdale, No. 311  
(hereinafter referred to as the Municipal  
Districts),  
of the Other Part.

Whereas there is in existence in the Town of Didsbury a hospital known as the Didsbury General Hospital operating jointly under an agreement between the Town and the Municipal Districts;

And whereas the Municipal Districts jointly own the site and buildings in which the said hospital is operated;

And whereas the Town and the Municipal Districts jointly own the equipment, supplies and other assets contained in, on or about the said hospital buildings;

And whereas the Municipal Districts have agreed that they will transfer all their hospital land and buildings, and the Town and Municipal Districts have agreed that they will transfer all the said equipment, supplies and other assets to a Board consisting of representatives of the Council of the said Town of Didsbury and representatives of the Councils of the said Municipal Districts of Mountain View and Westerdale upon the condition that the said Board to be appointed as aforesaid will erect a community hospital within the Town of Didsbury;

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 Districts 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 Districts which money is estimated to be the sum of \$30,000.00, or thereabouts.

2. The Town will provide at its own expense sidewalk approach to the corner of the site on which the hospital is built, and any necessary street lights.

3. The Town will proceed to issue debentures for the sum of \$30,000.00 bearing interest at not more than 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 Districts shall each contribute towards the cost of the erection, completion, and equipment of the said hospital, the sum of \$10,000.00 and interest payable by each Municipal District in fifteen equal annual instalments of blended principal and interest amounting in each case to \$1,029.62, provided, however, that such interest shall be at the same rate as is actually paid by the Town in respect to 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 sum of \$20,000.00 with interest as aforesaid is fully paid.

5. The duty of acquiring a site, erecting, completing and equipping the hospital and its subsequent operations shall be upon the Hospital Board consisting of six (6) members. Two members shall be appointed by each of the Councils of the Town of Didsbury and the Municipal Districts of Mountain View and Westerdale by a resolution of the Councils thereof respectively.

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 Districts 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 Councils of the Municipal Districts 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 Districts, or any of them for the purpose of acquiring a site, 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 Districts;

(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 Districts jointly or by any 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 Districts annually in the month of March in each year and whenever required so to do by the Town and Municipal Districts or any of them.

10. The resident sick of the Town and the Municipal Districts 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 Districts respectively.

12. The Hospital Board shall be known as "The Didsbury and District General Hospital Board" and the hospital shall be known as "The Didsbury and District General Hospital."

13. The Town and the Municipal Districts 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 Districts on the basis of one-third thereof to the Town and two-thirds thereof to the Municipal Districts, and the remainder of the deficit shall be apportioned between the Town and the Municipal Districts 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 Districts respectively.

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 each of the Municipal Districts on a one-third share basis.

16. This agreement shall continue in full force and effect so long as any sum payable by the Municipal Districts pursuant to this agreement, or any sum which the Municipal Districts become 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 Districts 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 Districts in the proportions of one-third to the Town and one-third to each of the Municipal Districts. In the interval between the time the full amount owing by the Municipal Districts 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 Districts shall each be deemed to be the owner of an undivided one-third interest in the said property.

17. This agreement is upon the express condition that if upon the first day of June, A.D. 1941, the Town shall have failed to sell the said debenture issue of \$30,000.00, or to obtain the said sum of \$30,000.00 by any other means 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.

No. 91.

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SIXTH SESSION  
EIGHTH LEGISLATURE

1 GEORGE VI

1938

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**BILL**

An Act to empower the Town of  
Didsbury and the Municipal Dis-  
trict of Mountain View, No. 310,  
and the Municipal District of  
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Received and read the

First time.....

Second time.....

Third time.....

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HON. DR. CROSS.

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EDMONTON:  
A Shnitka, King's Printer  
1938