

Bill No. 23 of 1939.

A BILL TO EMPOWER THE VILLAGE OF BERWYN
AND THE MUNICIPAL DISTRICT OF PEACE, No.
857, TO ENTER INTO AN AGREEMENT FOR THE
PROVISION OF HOSPITAL FACILITIES.

NOTE.

This Bill enables the Village of Berwyn and the Municipal District of Peace, No. 857, to enter into and carry out an agreement for the provision of hospital facilities in the terms of the draft agreement set out in the Schedule thereto.

Before such agreement is entered into, authorizing by-laws are to be passed in the same manner as money by-laws by the village and the district respectively; but upon the agreement being entered into, any further by-laws of the village authorizing expenditures under the agreement are not to be submitted for the approval of the electors.

The by-laws authorizing the agreement are subject to the approval of the Minister of Health and the Board of Public Utility Commissioners.

The agreement provides for the management of the hospital by a Board of Management, which is declared to be a body corporate and is given necessary incidental powers for that purpose, but cannot incur capital expenditures without the approval of the village and district.

Provision is made for varying the terms of the agreement by a supplementary agreement approved by the Minister of Health and the Board of Public Utility Commissioners.

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. 23 of 1939.

An Act to Empower the Village of Berwyn and the Municipal District of Peace, No. 857, to Enter into an Agreement for the Provision of Hospital Facilities.

(Assented to _____, 1939.)

WHEREAS the Village of Berwyn and the Municipal District of Peace, No. 857, 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 Berwyn and the Municipal District of Peace, No. 857, 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 Berwyn and District Hospital Act*."

2. Subject to the other provisions of this Act, the Village of Berwyn, hereinafter referred to as the Village, and the Municipal District of Peace, No. 857, hereinafter referred to as the Municipal District, 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 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, 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 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 the Municipal District is such that there is a reasonable expectation that it can 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 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. The Village and 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.

9. The Village and 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.

10. 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.

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

THE SCHEDULE.

Draft of agreement negotiated between the Village of Berwyn and the Municipal District of Peace, No. 857:

MEMORANDUM OF AGREEMENT made this
day of

BETWEEN:

THE VILLAGE OF BERWYN, in the Province of
Alberta (hereinafter referred to as the Vil-
lage),

OF THE ONE PART,

—AND—

THE MUNICIPAL DISTRICT OF PEACE, No. 857,
in the said Province (hereinafter referred to
as the Municipal District),

OF THE OTHER PART.

Whereas there is in existence in the Municipal District of Peace, No. 857, adjoining the Village of Berwyn, a hospital known as the Ratepayers' Hospital Association of Peace; and

Whereas there is at the present time an outstanding indebtedness of \$13,000, which sum was borrowed by the Municipal District of Peace, No. 857, towards the cost and equipment of the said hospital; and

Whereas the parties hereto are desirous of taking joint action for the purpose of providing for the repayment of the existing indebtedness and for the operating and maintaining of the hospital;

Now Therefore, this agreement witnesseth that the Village and the Municipal District contract and agree together as follows:

1. The Village will provide the money requisite to pay the existing indebtedness of the hospital, which amount is estimated to be the sum of \$13,000 approximately.

2. The Village will proceed to issue debentures for the said sum bearing interest at five per cent per annum, repayable in fifteen equal aggregate annual instalments of principal and interest amounting to \$1,252.45 for the purpose of providing the necessary fund for the retirement of the said sum of \$13,000.

3. Upon the Village selling the said debenture issue of \$13,000 or obtaining the same by any other means the Municipal District shall contribute towards the retirement of the said debenture issue for the hospital the sum of \$15,029.40, payable in fifteen equal annual instalments of blended principal and interest amounting to \$1,001.96; 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 the said 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 and every succeeding year until the said sum of \$13,000 with interest as aforesaid is fully paid.

4. The Hospital Board shall consist of five members; one member to represent the Village and four members to represent the Municipal District.

(a) During the month of February in each and every year the Council of the Village shall appoint one of its members to be a member of the Board.

(b) The members of the Ratepayers' Hospital Association of Peace representing those Divisions of the Municipal District outside the area of the Peace River Municipal Hospital District, No. 21, for the period ending in March, 1940, or subsequent thereto shall represent the Municipal District on the Hospital Board until that time. Those Divisions of the Municipal District having members representing them whose time expires in March, 1939, shall elect members to represent them until March, 1940, in the same way they would do so if the Ratepayers' Hospital Association of Peace continued until the said time.

(c) Thereafter the Municipal District shall be represented by four members, one from each of the Divisions 1, 2, 3 and 6, being the Divisions not in the Peace River Municipal Hospital District, No. 21. Such members shall be elected from the Divisions they represent to serve on the Hospital Board, in the same manner and at the same time as the election of Councillors of the Municipal District for the divisions mentioned.

(d) Each of the parties to this agreement will conduct and bear the expenses incurred in any elections for their members, or for their appointment.

5. The members of the Board shall hold office until their successors are appointed or elected. In the event of the death or resignation of any member of the Board, or if for any other reason there is a vacancy other than due to passing of time, then the Municipal District or the Council of the Village, whichever is represented, shall appoint a qualified person to hold office in his place.

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

(a) To manage and control the business and affairs of the hospital.

(b) To pay the members of the Board a sum not over ten cents for each and every mile necessarily travelled in coming to and returning from meetings of the Board.

(c) To engage any necessary officials and servants and prescribe their remuneration and duties and to terminate any such engagements.

(d) To apply all money received by the Board on account of the operation of the hospital for the purpose 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 money entrusted to or received by the Board shall furnish a bond of a company licensed as a guarantee company in the Province in a sum of not less than \$3,000.

(g) To submit all books of account, 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 or 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 Village and Municipal District annually in the month of January in each year and whenever required so to do by the Village and the Municipal District, or either of them.

(i) 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 Ratepayers' Hospital Association of Peace, and shall have power to operate the hospital, formerly operated by the said association, as long as this agreement remains in force.

7. The resident sick of the Village and the Divisions of the Municipal District which are outside the area of the Peace River Municipal Hospital District which elect members to the Board respectively shall have the right to admission and treatment in the hospital in priority to any other persons.

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

9. The Hospital Board shall be known as the Berwyn and District Hospital Board and the hospital shall be known as the Berwyn and District Hospital.

10. 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.

11. 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 Village and the Municipal District

according to the assessment the Village bears to the assessment of the Divisions of the Municipal District represented as shown by their respective assessment rolls for municipal purposes as last taken prior to such loss or expenditure.

12. The amount of uncollected hospital taxes as at the thirty-first day of December, 1938, against lands in those Divisions of the Municipal District outside the area of the Peace River Municipal Hospital District shall be used as collected towards the retirement of the loan. One-fifth to be the share of the Village, and the remaining four-fifths the share of the Municipal District for this purpose.

13. 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 same, 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 the 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 the agreement, and the Municipal District shall be deemed to be the owner of an undivided four-fifths interest in the said property.

14. This agreement is upon the express condition that if upon the first day of June, A.D. 1941, the Village shall have failed to sell or otherwise dispose of the said issue of \$13,000 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 to by its proper officers, the day and year first above written.

.....
(Mayor)

.....
(Secretary-Treasurer)

.....
(Reeve)

.....
(Secretary-Treasurer)

EIGHTH SESSION
EIGHTH LEGISLATURE

3 GEORGE VI

1939

BILL

An Act to Empower the Village of
Berwyn and the Municipal District
of Peace, No. 857, 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
1939