

TOWNSHIP OF PRINCE

BY-LAW NO. 78-10

SCHEDULE "A" to

BY-LAW 394

THIS AGREEMENT made this 11th day of July 1978, pursuant to the provisions of Section 35 of the Public Health Act, R.S.O. 1960, chapter 321,

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE,

THE CORPORATION OF THE TOWN OF BLIND RIVER,

THE CORPORATION OF THE TOWN OF BRUCE MINES,

THE CORPORATION OF THE TOWN OF THESSALON,

THE CORPORATION OF THE VILLAGE OF HILTON BEACH,

THE CORPORATION OF THE VILLAGE OF IRON BRIDGE,

THE CORPORATION OF THE TOWNSHIP OF DAY AND BRIGHT

ADDITIONAL,

THE CORPORATION OF THE TOWNSHIP OF HILTON,

THE CORPORATION OF THE TOWNSHIP OF JOCELYN,

THE CORPORATION OF THE TOWNSHIP OF JOHNSON,

THE CORPORATION OF THE TOWNSHIP OF LAIRD,

THE CORPORATION OF THE TOWNSHIP OF MACDONALD, MEREDITH
AND ABERDEEN ADDITIONAL,

THE CORPORATION OF THE TOWNSHIP OF MICHIPICOTEN,

THE CORPORATION OF THE TOWNSHIP OF PLUMMER ADDITIONAL,

THE CORPORATION OF THE TOWNSHIP OF PRINCE,

THE CORPORATION OF THE TOWNSHIP OF ST. JOSEPH,

THE CORPORATION OF THE TOWNSHIP OF TARBUTT AND TARBUTT

ADDITIONAL,

THE CORPORATION OF THE TOWNSHIP OF THESSALON, and

THE CORPORATION OF THE TOWNSHIP OF THOMPSON,

THE COUNCIL OF THE MICHIPICOTEN INDIAN RESERVE BAND,

THE COUNCIL OF THE BATCHEWANA INDIAN RESERVE BAND,

THE CORPORATION OF THE IMPROVEMENT DISTRICT OF THE NORTH
SHORE,

THE CORPORATION OF THE TOWN OF ELLIOT LAKE

hereinafter collectively referred to as "the parties"
to this agreement.

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WHEREAS each of the foregoing parties to this agreement has by by-law authorized the entering into this agreement with the other parties hereto for the formation of a District Health Unit comprising the parties hereto upon the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the premises and the terms and conditions herein-after expressed to be mutually performed, each of the parties hereto covenants and agrees with each of the other parties hereto as follows:

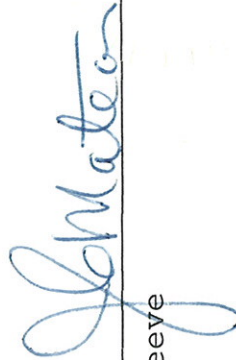
1. Each of the parties hereto agrees to the formation of a District Health Unit comprising the municipalities that are parties to this agreement and such other municipalities as may from time to time, subject to the consent of the Provincial Ministry of Health and of the Board of Health of the said District Health Unit, subscribe to an agreement containing the same terms and conditions with the then remaining parties to this agreement, as amended, if the execution of such future agreement is authorized by by-law of each of the municipalities subscribing thereto.
2. The name of the District Health Unit shall be the Algoma Health Unit, and may hereinafter be referred to as the "District Health Unit".
3. The District Health Unit shall be under the management of a Board of Health hereinafter referred to as the "Board".
4. The Board shall be composed of the following members, and the parties hereto recommend to the Provincial Department of Health that the Board be composed
 - (a) two members appointed by the Lieutenant Governor in Council;
 - (b) three members appointed annually by the Municipal Council of the City of Sault Ste. Marie;
 - (c) one member appointed annually by the Municipal Council of the Township of Michipicoten and the Michipicoten Indian Reserve Band;
 - (d) one member appointed annually by the Municipal Councils of the Town of Blind River and the Township of Thompson, and the Corporation of the Improvement District of the North Shore;
 - (e) one member appointed annually by the Municipal Councils of the Town of Thessalon, the Village of Iron Bridge and the Townships of Day & Bright Additional and Thessalon;
 - (f) one member appointed annually by the Municipal Councils of the Town of Bruce Mines, the Village of Hilton Beach and the Townships of Hilton, Jocelyn, Johnson, Laird, MacDonald, Meredith and Aberdeen Additional, Plummer Additional, Prince, St. Joseph and Tarbutt and Tarbutt Additional, and also represent the Batchewana Indian Reserve, Rankin Location; and
 - (g) one member appointed annually by the Municipal Council of the Town of Elliot Lake

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5. During the currency of this agreement each party shall pay to the Treasurer of the District Health Unit quarterly in advance its share of the expenses of the District Health Unit.
6. Each party's share of the said expenses shall be that percentage of the total expenditures of the District Health Unit that the population of such party bears to the combined population of all the parties hereto.
7. The population referred to in paragraph 6 are the populations listed in the yearly Municipal Directory issued by the Ontario Department of Municipal Affairs.
8. This agreement shall remain in force from year to year, but any party may withdraw from the District Health Unit upon giving twelve months' notice in writing to the other parties and to the Deputy Minister of Health for Ontario. Notwithstanding the withdrawal of one party or more from the District Health Unit, this agreement shall remain in effect for the remaining parties. If more than nine of the parties withdraw from the District Health Unit, the said Unit shall be dissolved.
9. In the event of the withdrawal of any party, except on the dissolution of the District Health Unit, any equity which the withdrawing party may have in the assets of said Unit shall revert to and become the property of the remaining parties.
10. In the event of the dissolution of the District Health Unit the assets of the District Health Unit held on behalf of the parties hereto by the Board shall be converted into cash and distributed among the parties hereto in the ratio of the contribution made by each towards the expenses of the District Health Unit.
11. This agreement may be amended by consent of the parties hereto and authorized by by-law of the respective municipalities, subject to the approval of the Board of the District Health Unit and of the Provincial Department of Health.
12. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF each of the parties hereto has caused its corporate seal to be affixed hereto and attested by the hand of its property officers duly authorized in that behalf on the day and year set opposite thereto.

Passed in open Council this 11th day of July, 1978



Reeve



Clerk