

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 394

A by-law to authorize an agreement for the formation of a District Health Unit in the District of Algoma.

WHEREAS it is deemed advisable to establish a Health Unit comprising the following municipalities in the District of Algoma:

- (a) the City of Sault Ste. Marie,
- (b) the Towns of Blind River, Bruce Mines and Thessalon,
- (c) the Villages of Hilton Beach and Iron Bridge, and
- (d) the Townships of Day and Bright Additional, Hilton, Jocelyn, Johnson, Laird, Macdonald, Meredith and Aberdeen Additional, Michipicoten, Plummer Additional, Prince, St. Joseph, Tarbutt and Tarbutt Additional, Thessalon and Thompson,

in accordance with the authority contained in section 35 of The Public Health Act, R.S.O. 1960, chapter 321;

THEREFORE the Council of the Corporation of the

ENACTS as follows:

1. The Corporation shall enter into an agreement with the other municipalities hereinbefore named for the formation of a District Health Unit in the District of Algoma, such agreement to be in the form attached hereto as schedule "A" to this by-law, which schedule forms part of this by-law.
2. The head of the Council and the Clerk are authorized for and in the name of the Corporation to sign the said agreement and to affix the corporate seal thereto.

ENACTED this 4th day of June, 1968

  
MAYOR

  
CLERK

First reading: June 4, 1968

Second reading: June 4, 1968

Third reading: June 4, 1968

THIS AGREEMENT made this 4th day of June 1968,  
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 MACHFICOTEN,  
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,

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

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  
hereinafter 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 Department 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 so 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;
  - (d) one member appointed annually by the Municipal Councils of the Town of Blind River and the Township of Thompson;
  - (e) one member appointed annually by the Municipal Councils of the Town of Thessalon, the Village of Iron Bridge and the Townships of Day and Bright Additional and Thessalon; and
  - (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.
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 populations 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 hands of its proper officers duly authorized in that behalf.