

BY-LAW NO. 1994

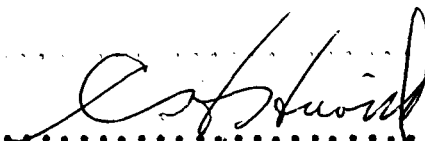
BEING A BY-LAW to establish a Health Unit.

WHEREAS it is deemed advisable to establish a Health Unit comprising the Municipal Corporation of the City of North Bay, The Municipal Corporation of the Township of Widdifield, and The Municipal Corporation of the Township of West Ferris in accordance with the authority contained in section 35 of the Public Health Act, R.S.O. 1960, Chapter 321.

NOW THEREFORE THE COUNCIL OF THE MUNICIPAL CORPORATION OF THE CITY OF NORTH BAY ENACTS AS FOLLOWS:-

THAT the Mayor and City Clerk of The Municipal Corporation of the City of North Bay are authorized to sign the agreement, which is appended hereto, with The Municipal Corporation of the Township of Widdifield and The Municipal Corporation of the Township of West Ferris for the establishment of a Health Unit as aforesaid.

READ A FIRST TIME IN OPEN COUNCIL THIS 16TH DAY OF OCTOBER 1961.
READ A SECOND TIME IN OPEN COUNCIL THIS 16TH DAY OF OCTOBER 1961.
RULES OF ORDER WERE SUSPENDED AND BY-LAW READ A THIRD TIME AND FINALLY PASSED THIS 16TH DAY OF OCTOBER 1961.

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.....
MAYOR *Harriet*

.....

.....
CLERK

THIS AGREEMENT made the day of A.D. 1961,
pursuant to the provisions of Section 35 of The Public Health Act,
R.S.O., 1960, Chapter 321.

B E T W E E N : THE MUNICIPAL CORPORATION OF THE
 CITY OF NORTH BAY, hereinafter
 called

The Party of the First Part.

- and -

THE MUNICIPAL CORPORATION OF THE
TOWNSHIP OF WIDDIFIELD, hereinafter
called

The Party of the Second Part.

- and -

THE MUNICIPAL CORPORATION OF THE
TOWNSHIP OF WEST FERRIS, hereinafter
called

The Party of the Third Part.

WHEREAS it is deemed advisable to establish a Health Unit
pursuant to Section 35 of The Public Health Act, R.S.O. 1960, Chapter
321.

AND WHEREAS the Councils of the several municipalities
subscribing to this Agreement have, by by-law, authorized the entering
into an agreement, each with the other, for the purpose of establishing
a Health Unit comprising the aforesaid municipalities, upon the terms
and conditions hereinafter set forth.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration
of the premises and the terms and conditions hereinafter expressed
to be mutually performed the parties hereby mutually covenant and
agree as follows:-

(1) A Health Unit is hereby established and it is declared the
same shall consist of:-

(a) The three municipalities which are parties to this
agreement;

(b) Such municipalities as may from time to time, subject
to the consent of the Provincial Department of Health
and the Board of Health of this Unit, subscribe to an
agreement containing the same terms and conditions with
the municipal corporation who remain parties to this
agreement, as amended, provided the execution of such
agreement is authorized by by-laws of the municipalities
subscribing thereto.

(2) The Health Unit shall be named and designated THE NORTH BAY AREA HEALTH UNIT, and may hereinafter be referred to as the "Health Unit".

(3) (a) The Health Unit shall be under the management of a Board of Health which may hereinafter be referred to as the "Board".

(b) That it be recommended to the Provincial Department of Health that the said Board be composed of eight members as follows:-

One member appointed by the Lt-Governor in Council

Seven members appointed as follows:-

Four from the City of North Bay
Two from the Township of Widdifield
One from the Township of West Ferris

(4) The parties agree to pay to the Treasurer of the Health Unit quarterly in advance, their share of the expense during the currency of this agreement which shall be \$2.00 per capita per year or as may be agreed upon from time to time.

(5) It is understood that the Department of Health will reimburse the municipalities based on their contribution toward the expenses of the Health Unit according to the following percentages:-

The City of North Bay 33 1/3%

The Township of West Ferris 50%

The Township of Widdifield 50%

(6) It is agreed by the parties hereto that the expenses of the Health Unit shall include neither the expenses incurred in the treatment of any case of venereal disease occurring within any of the three municipalities which are parties to this agreement, nor any expenses incurred in the hospital care and treatment of any person suffering from a communicable disease.

(7) This agreement shall remain in force from year to year provided that any of the parties may withdraw from the Unit upon twelve months notice, in writing, to the other parties and to the Deputy Minister of Health for Ontario. Notwithstanding the withdrawal of one or more parties from this agreement the terms shall remain in effect from the remaining parties; providing that if more than one-half of the parties withdraw from the Unit, the Unit shall be dissolved.

(8) In event of the withdrawal of any of the parties, except on the dissolution of the Unit, any equity which the said party, or parties, may have in the assets of the Unit shall revert to and become the property of the remaining parties.

(9) In the event of the dissolution of the Unit the assets of the Unit held on their behalf by the Board, shall be converted into cash and distributed among the parties hereto in the ratio of the contribution made by each to the expenses of the Unit.

AMENDMENT - 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 Unit and of the Provincial Department of Health.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed under the hands of its proper signing officers and sealed with the corporate seal of each party.

SIGNED AND SEALED)

In the presence of:)

THE MUNICIPAL CORPORATION OF THE CITY OF NORTH BAY

.....
MAYOR

.....
CLERK

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF WIDDIFIELD

.....
REEVE

.....
CLERK

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF WEST FERRIS

.....
REEVE

.....
CLERK

