1979

c 128 The Huronia District Hospital Act, 1979

Ontario
CHAPTER 128

An Act respecting the Financing of The Huronia District Hospital

Assented to May 18th, 1979

WHEREAS the Corporation of the Township of Tiny, The Corporation of the Township of Tay, The Corporation of the Township of Medonte, The Corporation of the Town of Midland, The Corporation of the Village of Port McNicoll, The Corporation of the Village of Victoria Harbour and The Huronia District Hospital, herein respectively called the Township of Tiny, the Township of Tay, the Township of Medonte, the Town of Midland, the Village of Port McNicoll, the Village of Victoria Harbour and the Hospital, hereby represent that by an agreement between the Township of Tiny and the Hospital, the Township of Tiny agreed to provide the funds for a new hospital in the said Township; that by separate agreements between the Township of Tiny and each of the other previously recited municipalities, the other municipalities agreed to share with the said Township in providing funds for the new hospital; that the Hospital was previously known as St. Andrews Hospital; that a true copy of the agreement between the Hospital and the Township of Tiny is set out in Schedule 1 hereto; that true copies of the agreements between the Township of Tiny and the said municipalities are set out in Schedule 2 and the agreements are all in the same form; that the Township of Tiny was to provide the funds to the Hospital by issuing debentures; that the new hospital is now completed; that the approval of the Ontario Municipal Board has not been obtained; and whereas the applicants hereby apply for special legislation validating all of the said agreements, authorizing the construction of the new hospital, authorizing the Township of Tiny to pass the necessary borrowing by-law in respect of the said debentures and authorizing the debentures to be issued, all without the approval of the Ontario Municipal Board; and whereas it is expedient to grant the application;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:
1. Notwithstanding the provisions of any general or special Act,

(a) the agreement between the Township of Tiny and the Hospital dated the 31st day of October, 1974 as set out in Schedule 1 hereto is declared to be valid and binding upon the Township of Tiny and the ratepayers and inhabitants of the said Township and upon the Hospital;

(b) By-law 31-74 of the Township of Tiny, as set out in Schedule A to the agreement referred to in sub-clause i of clause c, authorizing the agreement referred to in clause a, is hereby declared valid, in full force and effect and binding upon the Township of Tiny and its ratepayers and inhabitants and the said By-law is deemed to have been approved by the Ontario Municipal Board; and

(c) the agreements between the Townships of Tiny and,

(i) the Town of Midland, dated the 9th day of September, 1974, as set out in paragraph 1 of Schedule 2,

(ii) the Township of Tay, dated the 31st day of October, 1974, as set out in paragraph 2 of Schedule 2,

(iii) the Township of Medonte, dated the 17th day of September, 1974, as set out in paragraph 3 of Schedule 2,

(iv) the Village of Port McNicoll, dated the 21st day of October, 1974, as set out in paragraph 4 of Schedule 2, and

(v) the Village of Victoria Harbour, dated the 23rd day of September, 1974, as set out in paragraph 5 of Schedule 2,

are hereby declared to be valid and binding upon the parties to each agreement and upon the ratepayers and inhabitants of each of the said municipalities.

2. The council of the Township of Tiny is hereby authorized to pass a by-law, without obtaining the approval of the Ontario Municipal Board, authorizing the borrowing of a sum not to exceed $2,000,000 upon the credit of the
Township of Tiny, and the issuing of debentures, payable in instalments within fifteen years, for the purpose of paying the grant to the Hospital as provided for in the agreement set out in Schedule 1 hereto.

3. The provisions of sections 58 to 60 of The Ontario Municipal Board Act as to certifying the validity of debentures and the certificate of the Board as set out in section 60 of that Act apply, with necessary modifications, in respect of the debentures issued under the by-law passed pursuant to section 2.

4. For the purposes of every Act, the Ontario Municipal Board shall be deemed to have issued orders under sections 63 and 64 of The Ontario Municipal Board Act,

(a) authorizing the construction of the new hospital referred to in the Preamble;

(b) authorizing the Township of Tiny to issue the debentures referred to in section 2;

(c) authorizing each of the municipalities named in the Preamble to enter into the agreements referred to in section 1; and

(d) dispensing with the assent of the electors of each of the municipalities named in the Preamble with respect to any debt arising under the agreements referred to in section 1.

5. This Act comes into force on the day it receives Royal Assent.

6. The short title of this Act is The Huronia District Hospital Act, 1979.
SCHEDULE 1

Agreement between Huronia District Hospital (formerly St. Andrews Hospital) and the Township of Tiny.

This Agreement made in duplicate this 31st day of October, A.D. 1974.

Between:

St. Andrews Hospital, a public hospital,
(hereinafter called the "Hospital")

OF THE FIRST PART;

— and —

The Corporation of the Township of Tiny,
(hereinafter called "Tiny")

OF THE SECOND PART.

Whereas St. Andrews Hospital now operates a public hospital in the Town of Midland, and intends to erect in the Township of Tiny a public hospital to replace the existing hospital.

And Whereas St. Andrews Hospital will receive grants and funds for the erection, establishment and equipping of the said new hospital from governments and other sources.

And Whereas the Township of Tiny has agreed to provide to St. Andrews Hospital all of the funds needed by it to erect, establish and equip the new hospital less those funds received by St. Andrews Hospital from all sources for such purposes, and less the funds St. Andrews Hospital will receive from the sale of the existing hospital property within the Town of Midland.

And Whereas other local municipal corporations have agreed to share with the Corporation of the Township of Tiny, Tiny's grant as herein provided, on the basis of the number of admissions to the old and new hospitals for the residents of each municipality.

Now Therefore Witnesseth that the parties hereto undertake and agree as follows:

1. The hospital will establish and erect a public hospital on the west side of Old Penetanguishene Road on Part of the East half of Lot 108, Concession 1, Township of Tiny, County of Simcoe.

2. The Township of Tiny will grant aid to St. Andrews Hospital for the erection, establishment and equipment of a new public hospital within the Township of Tiny in an amount determined as follows:

A. The total costs of erection, establishment and equipment of the proposed hospital as approved by the Province of Ontario or its commissions, including all financing costs, less:

   (i) all sums received by St. Andrews Hospital from the Province of Ontario or its commissions,

   (ii) all sums received from the Government of Canada,
(iii) all sums received from the County of Simcoe and/or the District of Muskoka, or the Township of Georgian Bay,

(iv) all sums received by St. Andrews Hospital as proceeds of the sale of its present hospital building and lands and equipment within the Town of Midland,

(v) all sums of money and assets of St. Andrews Hospital held by it for the construction and equipment of the new hospital.

3. St. Andrews Hospital shall proceed to obtain all necessary approvals for the erection and establishment of such a public hospital, and shall enter into all necessary contracts for the construction and equipping of such hospital.

4. St. Andrews Hospital shall arrange for such temporary financing as may be necessary to finance:

A. the costs of construction of the hospital and the purchase of equipment,

B. the cost of financing the grant of the County of Simcoe,

C. such other temporary financing as may be necessary to effect these purposes.

5. The Township of Tiny will forthwith upon the completion of the hospital issue debentures for the said costs and grant herein provided to bear interest at such rate as the Council may determine and be made payable within fifteen years on the installment plan.

6. It is understood and agreed between the parties hereto that Tiny has entered into agreements with other surrounding and participating municipalities for reimbursement from such municipalities to the Township of Tiny. It is further understood and agreed between the parties hereto that the Town of Penetanguishene has to the present time refused to participate in such a scheme for reimbursement and the Hospital therefore undertakes and agrees with Tiny to pay to Tiny the share of cost attributable to the Town of Penetanguishene so long as the Town of Penetanguishene refuses to so participate. The Hospital shall therefore pay to Tiny such amounts on such terms and in such manner in the place of the Town of Penetanguishene as if the Corporation of the Township of Tiny had entered an agreement with the Corporation of the Town of Penetanguishene in the same form as those agreements entered into between the Corporation of the Township of Tiny and the other participating municipalities.

7. This agreement shall be binding upon the parties hereto and their successors and assigns.

Witness the Corporate Seal of the Township of Tiny and the signatures for St. Andrews Hospital by its proper signing officers.

ST. ANDREWS HOSPITAL

THE CORPORATION OF THE TOWNSHIP OF TINY

Reeve

Clerk
I, Guy L. Maurice, Clerk Administrator of the Township of Tiny do certify under my hand and the Corporate Seal that the foregoing is a true copy of an agreement between the St. Andrews Hospital and the Township of Tiny.

Guy L. Maurice, Clerk-Administrator.

SCHEDULE 2

Agreements, related to the Huronia District Hospital, between the Township of Tiny and other municipalities.

1. This Agreement made in duplicate this 9th day of September, A.D. 1974.

Between:

THE CORPORATION OF THE TOWNSHIP OF TINY,
(hereinafter called "Tiny")

OF THE FIRST PART;

— and —

THE CORPORATION OF THE TOWN OF MIDLAND,
(hereinafter called "Midland")

OF THE SECOND PART.

WHEREAS Tiny has given two readings to By-law Number 31-74, a By-law to make a grant to The Corporation of St. Andrews Hospital for the erection, establishment and equipping of a new hospital in the Township of Tiny.

AND WHEREAS Midland has agreed to share with other participating municipalities portions of the costs of the new hospital by way of reimbursement to Tiny of its grant costs.

NOW THEREFORE WITNESSETH that the parties hereto undertake and agree as follows:

1. Tiny will give third reading to, and enact By-law Number 31-74 which said By-law shall be annexed hereto and made Schedule "A" to this Agreement.

2. Tiny will enter into agreements with each of the municipalities listed in Schedule "B" hereto, hereinafter called the participating municipalities, which said agreements shall be in this form.

3. Each participating municipality plus the Township of Tiny, plus the Town of Penetanguishene plus any other municipalities which agree hereafter to participate, shall each assume and pay in each year its portion of the costs of the grant from Tiny to The Corporation of St. Andrews
Hospital. The Town of Penetanguishene has refused to participate at the present time and The Corporation of St. Andrews Hospital has agreed to pay to Tiny the share of cost attributable to the Town of Penetanguishene so long as the Town of Penetanguishene refuses to participate. Each of the aforesaid municipalities shall in each year assume as its share an amount based upon the number of admissions of residents of the municipality in the hospital of The Corporation of St. Andrews Hospital existing in each previous calendar year, in the ratio that the number of admissions of residents of each municipality bears to the total number of admissions of the residents of all said municipalities, with the result that Tiny shall annually recover all of its grant costs less the portion attributable to it because of use of the hospital of The Corporation of St. Andrews Hospital by its residents. Prior to the first year of the Tiny debenture repayment, each participating municipality plus Tiny, plus The Corporation of St. Andrews Hospital for the Town of Penetanguishene shall annually collectively contribute the sum of $118,736.00 shared by the said parties on the above formula, payments to be made on June 30th of each year commencing in 1975, which said sums will be held by Tiny in a reserve. The said principal sum and earned interest thereon shall be applied by Tiny at the time of the debenture toward the reduction of the sum debentured, or the reduction of the debenture term as may be agreed by all municipalities, or shall be forwarded to The Corporation of St. Andrews Hospital as received by Tiny to be applied by The Corporation of St. Andrews Hospital toward construction costs of the new facility.

4. The County of Simcoe has agreed to make a grant to The Corporation of St. Andrews Hospital for the hospital construction payable over a term of years. The capital sum of the said grant will be required during construction and will be financed by a loan from an appropriate lending institution. The costs of the loan will be a part of the grant from Tiny to The Corporation of St. Andrews Hospital, and Midland agrees to assume and pay its portion of such costs in the ratio hereinbefore provided.

5. Midland shall make the payments to Tiny as herein provided on or before the 30th day of June in each year.

6. This agreement shall be binding upon the parties hereto and their successors and assigns.

Witness the Corporate Seals of the Township of Tiny and the Town of Midland affixed hereto duly attested to by their proper signing officers.

THE CORPORATION OF THE TOWNSHIP OF TINY

Reeve
Clerk

THE CORPORATION OF THE TOWN OF MIDLAND

Mayor
Clerk

I, Guy L. Maurice, Clerk of the Township of Tiny do certify under my hand and the corporate seal that the foregoing is a true copy of an agreement between the Township of Tiny and the Town of Midland.

Guy L. Maurice, Clerk.
Schedule A

(To the Agreement between the Township of Tiny and the Town of Midland)

TOWNSHIP OF TINY

BY-LAW No. 31-74

A By-law to authorize the granting of aid to St. Andrews Hospital for the erection, establishment and equipping of a new hospital by it within the Township of Tiny.

WHEREAS St. Andrews Hospital now operates a public hospital in the Town of Midland, and intends to erect in the Township of Tiny a public hospital to replace the existing hospital.

AND WHEREAS St. Andrews Hospital will receive grants and funds for the erection, establishment and equipping of the said new hospital from governments and other sources.

AND WHEREAS the Township of Tiny has agreed to provide to St. Andrews Hospital all of the funds needed by it to erect, establish and equip the new hospital less those funds received by St. Andrews Hospital from all sources for such purposes, and less the funds St. Andrews Hospital will receive from the sale of the existing hospital property within the Town of Midland.

AND WHEREAS other local municipal corporations have agreed to share with the Corporation of the Township of Tiny, Tiny's grant as herein provided, on the basis of the number of admissions to the old and new hospitals for the residents of each municipality.

Now THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF TINY ENACTS AND BE IT ENACTED AS FOLLOWS:

1. The Township of Tiny will grant aid to St. Andrews Hospital for the erection, establishment and equipment of a new public hospital within the Township of Tiny in an amount determined as follows:

A. The total costs of erection, establishment and equipment of the proposed hospital as approved by the Province of Ontario or its commissions, including all financing costs, less:

(i) all sums received by St. Andrews Hospital from the Province of Ontario or its commissions,

(ii) all sums received from the Government of Canada,

(iii) all sums received from the County of Simcoe and/or the District of Muskoka, or the Township of Georgian Bay,

(iv) all sums received by St. Andrews Hospital as proceeds of the sale of its present hospital building and lands and equipment within the Town of Midland,

(v) all sums of money and assets of St. Andrews Hospital held by it for the construction and equipment of the new hospital.

2. St. Andrews Hospital shall proceed to obtain all necessary approvals for the erection and establishment of such a public hospital, and shall enter into all necessary contracts for the construction and equipping of such hospital.
3. St. Andrews Hospital shall arrange for such temporary financing as may be necessary to finance:

A. the costs of construction of the hospital and the purchase of equipment,

B. the cost of financing the grant of the County of Simcoe,

C. such other temporary financing as may be necessary to effect these purposes.

4. The Township of Tiny will forthwith upon the completion of the hospital issue debentures for the said costs and grant herein provided to bear interest at such rate as the Council may determine and be made payable within fifteen years on the installment plan.

By-law read a first and second time this twenty-ninth day of August, 1974.

Reeve

Clerk

This By-law shall come into effect immediately or upon any necessary approval of the Ontario Municipal Board and other governmental authorities that may be required.

By-law read a third time and finally passed this 31st day of October, 1974.

Reeve

Clerk

Schedule B

(To the Agreement between the Township of Tiny and the Town of Midland)

List of Participating Municipalities

Corporation of the Town of Midland

Corporation of the Township of Tay

Corporation of the Village of Port McNicoll

Corporation of the Village of Victoria Harbour

Corporation of the Township of Medonte
2. This Agreement made in duplicate this 31st day of October, A.D. 1974,

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF TINY,
(hereinafter called “Tiny”),

OF THE FIRST PART;

—and—

THE CORPORATION OF THE TOWNSHIP OF TAY,
(hereinafter called “Tay”),

OF THE SECOND PART.

WHEREAS Tiny has given two readings to By-law Number 31-74, a By-law to make a grant to The Corporation of St. Andrews Hospital for the erection, establishment and equipping of a new hospital in the Township of Tiny.

AND WHEREAS Tay has agreed to share with other participating municipalities portions of the costs of the new hospital by way of reimbursement to Tiny of its grant costs.

NOW THEREFORE WITNESSETH that the parties hereto undertake and agree as follows:

1. Tiny will give third reading to, and enact By-law Number 31-74 which said By-law shall be annexed hereto and made Schedule “A” to this Agreement.

2. Tiny will enter into agreements with each of the municipalities listed in Schedule “B” hereto, hereinafter called the participating municipalities, which said agreements shall be in this form.

3. Each participating municipality plus the Township of Tiny, plus the Town of Penetanguishene plus any other municipalities which agree hereafter to participate, shall each assume and pay in each year its portion of the costs of the grant from Tiny to The Corporation of St. Andrews Hospital. The Town of Penetanguishene has refused to participate at the present time and The Corporation of St. Andrews Hospital has agreed to pay to Tiny the share of cost attributable to the Town of Penetanguishene so long as the Town of Penetanguishene refused to participate. Each of the aforesaid municipalities shall in each year assume as its share an amount based upon the number of admissions of residents of the municipality in the hospital of The Corporation of St. Andrews Hospital existing in each previous calendar year, in the ratio that the number of admissions of residents of each municipality bears to the total number of admissions of the residents of all said municipalities, with the result that Tiny shall annually recover all of its grant costs less the portion attributable to it because of use of the hospital of The Corporation of St. Andrews Hospital by its residents. Prior to the first year of the Tiny debenture repayment, each participating municipality plus Tiny, plus The Corporation of St. Andrews Hospital for the Town of Penetanguishene shall annually collectively contribute the sum of $118,736.00 shared by the said parties on the above formula, payments to be made on June 30th of each year commencing in 1975, which said sums will be held by Tiny in a reserve. The said principal sum and earned interest thereon shall be applied by Tiny at the time of the debenture toward the reduction of the sum debentured, or the reduction of the debenture term as may be agreed by all municipalities,
or shall be forwarded to The Corporation of St. Andrews Hospital as received by Tiny to be applied by The Corporation of St. Andrews Hospital toward construction costs of the new facility.

4. The County of Simcoe has agreed to make a grant to The Corporation of St. Andrews Hospital for the hospital construction payable over a term of years. The capital sum of the said grant will be required during construction and will be financed by a loan from an appropriate lending institution. The costs of the loan will be a part of the grant from Tiny to The Corporation of St. Andrews Hospital, and Tay agrees to assume and pay its portion of such costs in the ratio hereinbefore provided.

5. Tay shall make the payments to Tiny as herein provided on or before the 30th day of June in each year.

6. This agreement shall be binding upon the parties hereto and their successors and assigns.

Witness the Corporate Seals of the Township of Tiny and the Township of Tay affixed hereto duly attested to by their proper signing officers.

THE CORPORATION OF THE TOWNSHIP OF TINY

Reeve
Clerk

THE CORPORATION OF THE TOWNSHIP OF TAY

Reeve
Clerk

I, Guy L. Maurice, Clerk-Administrator, of the Township of Tiny do certify under my hand and the corporate seal that the foregoing is a true copy of an agreement between the Township of Tiny and the Township of Tay.

Guy L. Maurice, Clerk-Administrator

SCHEDULES A AND B

(See Schedules A and B to the agreement between the Township of Tiny and the Town of Midland as set out in paragraph 1 of this Schedule)
3. This Agreement made in duplicate this 17th day of September, A.D. 1974.

Between:

The Corporation of the Township of Tiny,
(hereinafter called "Tiny")

OF THE FIRST PART;

—and—

The Corporation of the Township of Medonte,
(hereinafter called "Medonte")

OF THE SECOND PART.

Whereas Tiny has given two readings to By-law Number 31-74, a By-law to make a grant to The Corporation of St. Andrews Hospital for the erection, establishment and equipping of a new hospital in the Township of Tiny.

And Whereas Medonte has agreed to share with other participating municipalities portions of the costs of the new hospital by way of reimbursement to Tiny of its grant costs.

Now Therefore Witnesseth that the parties hereto undertake and agree as follows:

1. Tiny will give third reading to, and enact By-law Number 31-74 which said By-law shall be annexed hereto and made Schedule "A" to this Agreement.

2. Tiny will enter into agreements with each of the municipalities listed in Schedule "B" hereto, hereinafter called the participating municipalities, which said agreements shall be in this form.

3. Each participating municipality plus the Township of Tiny, plus the Town of Penetanguishene plus any other municipalities which agree hereafter to participate, shall each assume and pay in each year its portion of the costs of the grant from Tiny to The Corporation of St. Andrews Hospital. The Town of Penetanguishene has refused to participate at the present time and The Corporation of St. Andrews Hospital has agreed to pay to Tiny the share of cost attributable to the Town of Penetanguishene so long as the Town of Penetanguishene refuses to participate. Each of the aforesaid municipalities shall in each year assume as its share an amount based upon the number of admissions of residents of the municipality in the hospital of The Corporation of St. Andrews Hospital existing in each previous calendar year, in the ratio that the number of admissions of residents of each municipality bears to the total number of admissions of the residents of all said municipalities, with the result that Tiny shall annually recover all of its grant costs less the portion attributable to it because of use of the hospital of The Corporation of St. Andrews Hospital by its residents. Prior to the first year of the Tiny debenture repayment, each participating municipality plus Tiny, plus The Corporation of St. Andrews Hospital for the Town of Penetanguishene shall annually collectively contribute the sum of $118,736.00 shared by the said parties on the above formula, payments to be made on June 30th of each year commencing in 1975, which said sums will be held by Tiny in a reserve. The said principal sum and earned interest thereon shall be applied by Tiny at the time of the debenture toward the reduction of the sum debentured,
or the reduction of the debenture term as may be agreed by all municipalities, or shall be forwarded to The Corporation of St. Andrews Hospital as received by Tiny to be applied by The Corporation of St. Andrews Hospital toward construction costs of the new facility.

4. The County of Simcoe has agreed to make a grant to The Corporation of St. Andrews Hospital for the hospital construction payable over a term of years. The capital sum of the said grant will be required during construction and will be financed by a loan from an appropriate lending institution. The Corporation of St. Andrews Hospital, and Medonte agrees to assume and pay its portion of such costs in the ratio hereinbefore provided.

5. Medonte shall make the payments to Tiny as herein provided on or before the 30th day of June in each year.

6. This agreement shall be binding upon the parties hereto and their successors and assigns.

WITNESS the Corporate Seals of the Township of Tiny and the Township of Medonte affixed hereto duly attested to by their proper signing officers.

THE CORPORATION OF THE TOWNSHIP OF TINY

Reeve
Clerk

THE CORPORATION OF THE TOWNSHIP OF MEDONTE

Reeve
Clerk

I, Guy L. Maurice, Clerk-Administrator of the Township of Tiny do certify under my hand and the corporate seal that the foregoing is a true copy of an agreement between the Township of Tiny and the Township of Medonte.

Guy L. Maurice, Clerk-Administrator

SCHEDULES A AND B

(See Schedules A and B to the agreement between the Township of Tiny and the Town of Midland as set out in paragraph 1 of this Schedule)
4. This Agreement made in duplicate this 31st day of October, A.D. 1974.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF TINY,
(hereinafter called "Tiny"),

OF THE FIRST PART;

and

THE CORPORATION OF THE VILLAGE OF PORT McNICOLL,
(hereinafter called "Port McNicoll"),

OF THE SECOND PART.

WHEREAS Tiny has given two readings to By-law Number 31-74, a By-law to make a grant to The Corporation of St. Andrews Hospital for the erection, establishment and equipping of a new hospital in the Township of Tiny.

AND WHEREAS Port McNicoll has agreed to share with other participating municipalities portions of the costs of the new hospital by way of reimbursement to Tiny of its grant costs.

Now THEREFORE WITNESSETH that the parties hereto undertake and agree as follows:

1. Tiny will give third reading to, and enact By-law Number 31-74 which said By-law shall be annexed hereto and made Schedule "A" to this Agreement.

2. Tiny will enter into agreements with each of the municipalities listed in Schedule "B" hereto, hereinafter called the participating municipalities, which said agreements shall be in this form.

3. Each participating municipality plus the Township of Tiny, plus the Town of Penetanguishene plus any other municipalities which agree hereafter to participate, shall each assume and pay in each year its portion of the costs of the grant from Tiny to The Corporation of St. Andrews Hospital. The Town of Penetanguishene has refused to participate at the present time and The Corporation of St. Andrews Hospital has agreed to pay to Tiny the share of cost attributable to the Town of Penetanguishene so long as the Town of Penetanguishene refuses to participate. Each of the aforesaid municipalities shall in each year assume as its share an amount based upon the number of admissions of residents of the municipality in the hospital of The Corporation of St. Andrews Hospital existing in each previous calendar year, in the ratio that the number of admissions of residents of each municipality bears to the total number of admissions of the residents of all said municipalities, with the result that Tiny shall annually recover all of its grant costs less the portion attributable to it because of use of the hospital of The Corporation of St. Andrews Hospital by its residents. Prior to the first year of the Tiny debenture repayment, each participating municipality plus Tiny, plus The Corporation of St. Andrews Hospital for the Town of Penetanguishene shall annually collectively contribute the sum of $118,736.00 shared by the said parties on the above formula, payments to be made on June 30th of each year commencing in 1975, which said sums will be held by Tiny in a reserve. The said principal sum and earned interest thereon shall be applied by Tiny at the time of the debenture toward the reduction of the sum debentured, or the reduction of the debenture term as may be agreed by all municipalities,
or shall be forwarded to The Corporation of St. Andrews Hospital as received by Tiny to be applied by The Corporation of St. Andrews Hospital toward construction costs of the new facility.

4. The County of Simcoe has agreed to make a grant to The Corporation of St. Andrews Hospital for the hospital construction payable over a term of years. The capital sum of the said grant will be required during construction and will be financed by a loan from an appropriate lending institution. The costs of the loan will be a part of the grant from Tiny to The Corporation of St. Andrews Hospital, and Port McNicoll agrees to assume and pay its portion of such costs in the ratio hereinbefore provided.

5. Port McNicoll shall make the payments to Tiny as herein provided on or before the 30th day of June in each year.

6. This agreement shall be binding upon the parties hereto and their successors and assigns.

Witness the Corporate Seals of the Township of Tiny and the Village of Port McNicoll affixed hereto duly attested to by their proper signing officers.

THE CORPORATION OF THE TOWNSHIP OF TINY

Reeve

Clerk

THE CORPORATION OF THE VILLAGE OF PORT McNICOLL

Reeve

Clerk

I, Guy L. Maurice, Clerk-Administrator of the Township of Tiny do certify under my hand and the corporate seal that the foregoing is a true copy of an agreement between the Township of Tiny and the Village of Port McNicoll.

Guy L. Maurice, Clerk-Administrator

SCHEDULES A AND B

(See Schedules A and B to the agreement between the Township of Tiny and the Town of Midland as set out in paragraph 1 of this Schedule)
5. **This Agreement** made in duplicate this 23rd day of September, A.D. 1974.

**Between:**

The Corporation of the Township of Tiny,
(heretinafter called "Tiny"),

**OF THE FIRST PART;**

—and—

The Corporation of the Village of Victoria Harbour,
(heretinafter called "Victoria Harbour"),

**OF THE SECOND PART.**

Whereas Tiny has given two readings to By-Law Number 31-74, a By-law to make a grant to the Corporation of St. Andrews Hospital for the erection, establishment and equipping of a new hospital in the Township of Tiny.

And Whereas Victoria Harbour has agreed to share with other participating municipalities portions of the costs of the new hospital by way of reimbursing to Tiny of its grant costs.

Now therefore WITNESSETH that the parties hereto undertake and agree as follows:

1. Tiny will give third reading to, and enact By-law Number 31-74 which said By-law shall be annexed hereto and made Schedule "A" to this Agreement.

2. Tiny will enter into agreements with each of the municipalities listed in Schedule "B" hereto, hereinafter called the participating municipalities, which said agreements shall be in this form.

3. Each participating municipality plus the Township of Tiny, plus the Town of Penetanguishene plus any other municipalities which agree hereafter to participate, shall each assume and pay in each year its portion of the costs of the grant from Tiny to The Corporation of St. Andrews Hospital. The Town of Penetanguishene has refused to participate at the present time and The Corporation of St. Andrews Hospital has agreed to pay to Tiny the share of cost attributable to the Town of Penetanguishene so long as the Town of Penetanguishene refuses to participate. Each of the aforesaid municipalities shall in each year assume as its share an amount based upon the number of admissions of residents of the municipality in the hospital of The Corporation of St. Andrews Hospital existing in each previous calendar year, in the ratio that the number of admissions of residents of each municipality bears to the total number of admissions of the residents of all said municipalities, with the result that Tiny shall annually recover all of its grant costs less the portion attributable to it because of use of the hospital of The Corporation of St. Andrews Hospital by its residents. Prior to the first year of the Tiny debenture repayment, each participating municipality plus Tiny, plus The Corporation of St. Andrews Hospital for the Town of Penetanguishene shall annually collectively contribute the sum of $118,736.00 shared by the said parties on the above formula, payments to be made on June 30th of each year commencing in 1975, which said sums will be held by Tiny in a reserve. The said principal sum and earned interest thereon shall be applied by Tiny at the time of the debenture toward the reduction of the sum debentured,
or the reduction of the debenture term as may be agreed by all municipalities, or shall be forwarded to The Corporation of St. Andrews Hospital as received by Tiny to be applied by The Corporation of St. Andrews Hospital toward construction costs of the new facility.

4. The County of Simcoe has agreed to make a grant to The Corporation of St. Andrews Hospital for the hospital construction payable over a term of years. The capital sum of the said grant will be required during construction and will be financed by a loan from an appropriate lending institution. The costs of the loan will be a part of the grant from Tiny to The Corporation of St. Andrews Hospital, and Victoria Harbour agrees to assume and pay its portion of such costs in the ratio hereinbefore provided.

5. Victoria Harbour shall make the payments to Tiny as herein provided on or before the 30th day of June in each year.

6. This agreement shall be binding upon the parties hereto and their successors and assigns.

Witness the Corporate Seals of the Township of Tiny and the Village of Victoria Harbour affixed hereto duly attested to by their proper signing officers.

THE CORPORATION OF THE TOWNSHIP
OF TINY
Reeve
Clerk

THE CORPORATION OF THE VILLAGE OF
VICTORIA HARBOUR
Reeve
Clerk

I, Guy L. Maurice, Clerk-Administrator of the Township of Tiny do certify under my hand and the corporate seal that the foregoing is a true copy of an agreement between the Township of Tiny and the Village of Victoria Harbour.

Guy L. Maurice, Clerk-Administrator

SCHEDULES A AND B
(See Schedules A and B to the agreement between the Township of Tiny and the Town of Midland as set out in paragraph 1 of this Schedule)