

THIS AGREEMENT made in triplicate this 12 day of December, 2006.

B E T W E E N :

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

Hereinafter referred to as "Amaranth"

And

**THE CORPORATION OF THE TOWNSHIP OF EAST
GARAFRAXA**

Hereinafter referred to as "East Garafraxa"

And

**THE CORPORATION OF THE TOWNSHIP OF EAST
LUTHER GRAND VALLEY**

Hereinafter referred to as "East Luther Grand Valley"

WHEREAS Section 195(2) of the *Municipal Act*, 2001 allows for the establishment of Municipal Service Boards for the provision of Municipal Services or Systems;

AND WHEREAS Section 202(1) of the *Municipal Act*, 2001 provides that two or more Municipalities may enter into Agreements to establish a joint Municipal Service Board and to provide for those matters which, in the opinion of the participating Municipalities, are necessary or desirable to facilitate the establishment and operation of the joint Municipal Service Board.

AND WHEREAS the parties hereto have agreed to jointly manage and operate a Medical/Dental Board to be known as the Grand Valley Medical Dental Board, (hereinafter the "Board") for the purpose of enabling the provision of medical/dental services in the areas defined in this Agreement;

AND WHEREAS the parties hereto have agreed to the transfer of ownership of the property on which the Grand Valley Medical Dental Building is located solely to the Township of East Luther Grand Valley;

AND WHEREAS the parties hereto have passed respective By-laws for the entering into of this Agreement, which is to be re-visited every 5 years;

NOW THEREFORE IN CONSIDERATION of the premises and the mutual covenants and agreements contained herein, the parties agree as follows:

General Business Matters

1. A joint Municipal Service Board shall be established and shall be composed of six (6) members as follows: three (3) from East Luther Grand Valley; two (2) from Amaranth; one (1) from East Garafraxa. The Chair shall be chosen from the membership. The Board shall be charged with the facilitation of the provision of medical and dental services within the defined area. To this end the Board shall ensure that a suitable location is made available in connection with the provision of medical services and that the members shall use their utmost good faith in attempting to secure the services of a doctor to staff the facility along with a nurse and/or nurse practitioner.
2. Each Municipality, which is a party to this Agreement, shall appoint eligible members to the Board. Any member appointed must be eligible for election to the Council of their respective Municipality.
3. The member's term of office must be set by the Municipality, but cannot extend beyond the term of office of the appointing Council. [s.195(4)] Despite this, members will continue to hold office until their successors are appointed. [s. 195(5)]
4. The Chair of the Joint Service Board shall be appointed by the other members of the Board.
5. If a vacancy occurs the Board must make a Declaration thereof and inform the Municipality, which is to fill the vacancy within sixty (60) days of the Declaration by appointing a person who consents to accept the office. [s. 198(1) and (2)]
6. Similarly, if a Court declares the office of a Board member to be vacant for any reason, the Municipality must fill the vacancy within sixty (60) days of the Declaration. [s. 198(2)]
7. The following provisions apply to a Municipal Service Board as if it were a Municipal Council and to its members as if they were members of the Council.
 - i) municipality may appoint a member to act in the absence of the Head. [s. 242];
 - ii) a Municipality may determine the eligibility and ineligibility of a person to be selected. [ss. 256 and 258];
 - iii) a Municipality may determine when a member's office becomes vacant. [s. 259(1)];
 - iv) a member may resign by filing a Notice of Resignation with the Municipal Clerk.[s. 260];
 - v) the person elected or appointed to fill a vacancy is to fill the office for the remainder of the vacating member's term. [s. 264];

- vi) an elector may apply to a Court for a Declaration that the office of a member has become vacant. [s. 265];
 - vii) the Municipal liability provisions of Part XV apply;
 - viii) the provisions of Part XVI, regarding Regulations and Forms apply. [s.195(7)];
8. The Board shall appoint a Secretary/Treasurer at the first meeting of each year. The Secretary/Treasurer shall be from the Administration of a participating municipality. The Board shall compensate said municipality, upon receipt of invoice for services.
9. The Secretary/Treasurer shall give or cause to be given all notices required to members of the Board and shall attend all meetings of the Board and enter or cause to be entered in books kept for that purpose Minutes of all proceedings at such meetings and be the custodian of all books, papers, records and documents belonging to the Board and perform or due such other duties as may, from time to time, be prescribed by the Board. The Secretary/Treasurer shall keep full and accurate books of account in which shall be recorded all receipts and disbursements of the Board and under the direction of the Board, shall deposit any monies with respect to the operation of the Board in a special bank account designated for that purpose and shall render to the Board at the meetings thereof, or whenever required, an account of all transactions and of the financial position of the Board. The Secretary/Treasurer shall pay only such items as are approved
10. The Board shall appoint an auditor for the Board and the auditor shall audit the accounts of the Board and shall submit copies of the Annual Statements and copies of his report to the Board and to each of the parties to this Agreement.
11. The Board shall hold at least four (4) regularly scheduled meetings annually, and at other such times as the Chair may call or on petition of a majority of the members of the Board. The Board shall ensure that all meetings are convened and continued only when a quorum is present.
12. The parties hereto agree that for the purpose of the financial terms and commitments of this Agreement, the revenues received by the Board will be utilized to offset the capital and operating expenditures, and all deficits and any surplus, beyond a reserve to be determined by the Board, shall be apportioned to the parties to this Agreement, as follows:
- East Luther Grand Valley - 50%
 - Amaranth – 30%
 - East Garafraxa – 20%
13. The Board acknowledges the necessity to repay East Luther Grand Valley and East Garafraxa their outstanding debt as funds become available, and that any reserve amount will be allocated once repayment has been made in full.

14. It is agreed that with respect to matters not dealt with in this Agreement the Board may formulate policies for and relating to the administration and operation of the Board unless otherwise prohibited by any statute or regulation.
15. The parties hereto agree to execute any such further assurances as may be reasonably required to carry out the terms hereof. In the case of any dispute between the parties to this Agreement which cannot be resolved by the Board or at the Board level, the same shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act*, R.S.O. 1990.
16. Further, the decision rendered in respect of any such proceedings shall be final and binding upon the parties to this Agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act then the parties hereto shall agree to the selection of a single arbitrator and in the absence of agreement such arbitrator shall be appointed by a Judge of the Superior Court of Justice (Ontario).
17. In the event that any Municipality wishes to cease participating in the Board, they may do so provided that:
 - i) one (1) year's written notice be given to the Board and to the other parties. Any written notice given as aforesaid shall terminate this Agreement as of December 31 of the year following notice;
 - ii) any debt incurred, whether through the issue of debentures or any other way by the Municipality for the Board purposes shall remain the responsibility of the Municipality; and
 - iii) any assets, including reserves, contributed by the Municipality to the Board shall remain the property of the Board. If the Board is completely dissolved the assets are to be split in proportion to the number of Municipalities party to this Agreement.

Procedural Rules

Meetings

- (1) The time of the first regular meeting of the board of directors of the Board following the inaugural meeting may be set by the Board at the inaugural meeting.
- (2) Regular meetings of the board of directors of the Board shall be held at East Luther Grand Valley at a time and location as determined by the Board.

(3) Any regular meeting of the board of directors of the Board may be postponed to a day and time named in a notice by the chair given to each director and at least five (5) clear days in advance of the regular meeting.

(4) Any notice of meeting required to be given shall be deemed to have been given on the day that the notice is delivered to the address for delivery of the directors of the Board.

Agenda

(1) The Chair of the Board shall prepare a list of the items in the order of the topics set out as the routine of business for the use of each director at a regular meeting.

(2) The secretary shall record the minutes of each meeting and present the minutes at the following meeting for adoption.

(3) The minutes shall record:

- (a) the place, date and time of meeting;
- (b) the names of the presiding officer or officers, and of the directors present;
- (c) the correction and adoption of the minutes of prior meetings, and
- (d) all resolutions, decisions and other proceedings of the Board.

Duties of Chair

It shall be the duty of the chair to:

- (a) open the meeting by taking the chair and calling the directors to order;
- (b) receive and submit, in the proper manner, all motions presented by the directors;
- (c) put to vote all questions, which necessarily arise in the course of the proceedings and to announce the result;
- (d) decline to put to vote motions which infringe the rules of procedure;
- (e) enforce on all occasions the observance of order and decorum among the directors;
- (f) call to order any directors persisting in breach of the rules of the Board and to order such person or persons to vacate the meeting subject to majority rule of the directors present;
- (g) receive all reports and other communications directed to the Board by the president and general manager and announce them to the directors;
- (h) authenticate by signature, when necessary, all by-laws, resolutions, minutes, agreements and other documents authorized by the Board;
- (i) hear and rule upon a point of order or usage, and
- (j) designate the director who has the floor when two or more directors wish to speak.

Conduct of Proceedings

- (1) Every motion shall require a seconder.
- (2) The number of times of speaking on a question shall not be limited.
- (3) Where there is a point of order or usage that is not covered by these rules, reference shall be had to Robert's Rules of Order.
- (4) All meetings of the board of directors of the Board shall be open to the public, except that a meeting or part of a meeting may be closed, if the subject matter being considered is:
 - (a) security of the property of Board;
 - (b) personal matters about an identifiable individual, including Board employees;
 - (c) proposed or pending acquisition or disposition of land by the Board;
 - (d) labour relations or employee negotiations;
 - (e) litigation or potential litigation, including matters before administrative tribunals, affecting the Board;
 - (f) the receiving of advice that is subject to solicitor-client privilege, including communications necessary for that purpose, and
 - (g) consideration of a request under the Municipal Freedom of Information and Protection of Privacy Act if the Board [or commission or agency] is designated as head of the institution for the purposes of that Act.

Deputations

No deputation, other than persons entitled by statute to be heard or persons invited by notice, authorized by the Board, shall be allowed to address the meeting unless a motion to hear such deputation is passed by the affirmative vote of a majority of the directors of the Board present.

IN WITNESS WHEREOF the Corporation of the Township of Amaranth has hereunto affixed its Corporate Seal as attested to by the signature of its Clerk and Head of Council, the Corporation of the Township of East Garafraxa has hereunto affixed its Corporate Seal as attested to by the signatures of its Clerk and Head of Council, and the Corporation of the Township of East Luther Grand Valley has hereunto affixed its Corporate Seal as attested to by the signatures of its Clerk and Head of Council;

SIGNED, SEALED AND DELIVERED
in the presence of

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THE CORPORATION OF THE
TOWNSHIP OF AMARANTH

Per: Susan M Stone
CAO/Clerk-Treasurer

Per: [Signature]
Head of Council

SIGNED, SEALED AND DELIVERED
in the presence of

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THE CORPORATION OF THE
TOWNSHIP OF EAST GARAFRAXA

Per: Susan M Stone
CAO/Clerk-Treasurer

Per: [Signature]
Head of Council

SIGNED, SEALED AND DELIVERED
in the presence of

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THE CORPORATION OF THE
TOWNSHIP OF EAST LUTHER GRAND
VALLEY

Per: [Signature]
CAO/Clerk-Treasurer

Per: [Signature]
Head of Council