

THIS AGREEMENT made this ____ day of _____, 2010.

BETWEEN:

THE CORPORATION OF THE TOWN OF DEEP RIVER

- and -

THE CORPORATION OF THE TOWN OF LAURENTIAN HILLS

- and -

THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA

WHEREAS subsection 20(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may enter into an agreement with one or more municipalities or local bodies to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries

AND WHEREAS the two Towns and the Township did prior to amalgamation in 2000 enter into and provide for the acquisition, funding and operation of an 'auto extrication (rescue) unit', which agreement has never been amended or updated

AND WHEREAS the three municipalities wish to continue to provide an auto extrication (rescue) unit as they have done in the past

AND WHEREAS the initial price of the unit was shared between the three municipalities or their predecessor municipalities prior to the year 2000 amalgamations on a pro rata basis based on population at the time of the acquisition of the unit

NOW THEREFOR THIS AGREEMENT WITNESSETH that the two Towns and the Township for themselves and their respective successors, heir and assigns, mutually covenant and agree as follows that:

In this agreement:

- 1 capital Cost means the cost of each acquisition for, or addition to, or replacement of the auto extrication (rescue) unit or part thereof and for any item of equipment carried thereon in excess of Two Thousand Five Hundred Dollars (\$2,500), or any single item of repair or maintenance costing in excess of Two Thousand Five Hundred Dollars (\$2,500)
- 2 operating Cost means all costs not defined as capital cost pursuant to the abovementioned definition of capital cost
- 3 unit means the auto extrication (rescue) unit, mini-pumper vehicle and equipment
- 4 ownership of the vehicle shall be deemed to be shared in the names of the three municipalities

5 the unit will prominently display the lettering “North Renfrew Emergency Response Unit”

6 a on a *pro rata basis*, each Party hereby agrees to contribute the following amount in each year from 2010-2013 inclusive:

	<u>Year</u>	<u>Year</u>	<u>Municipality</u> <u>YearYear</u>	<u>Amount</u>	<u>Per Cent</u>				
Deep River		\$2,500	43%	2010	2011	2012	2013		
Laurentian Hills		\$2,500	43%	2010	2011	2012	2013		
Head Clara & Maria		\$ 800	14%	2010	2011	2012	2013		

b the municipalities shall only be called upon to bear costs to the extent to which the said costs exceed the balance in the operating cost account

7 only the three municipal Councils may amend the costing formula

8 the Town of Deep River shall house the vehicle in its Fire Department facilities

9 further all municipalities agree that on each occasion, when the vehicle is used for training, the vehicle will be returned to its garage bay full of fuel and full of chemicals, or if not full of chemicals, the chemicals used shall be paid for by the Town using the vehicle for training

10 the Town of Deep River Fire Department does agree to receive all bills and mail in connection with the vehicle for the purpose of forwarding to the Management Board or for the purpose of paying the bill from the capital cost account or the operating cost account

11 the operation of the rescue vehicle shall be governed by a Management Board which shall consist of one (1) representatives from each of the three municipalities, appointed by their respective Municipal Councils, and the Fire Chiefs of the two Towns. Each Board Member shall have one vote each

12 the Management Board, through the Fire Chiefs, shall have absolute control of the day-to-day routine use and operation of all apparatus and equipment pertaining to the Rescue Vehicle owned by the three municipalities

13 the day to day operation shall be devolved to the Fire Chiefs of the two Towns

14 non-emergency use of the rescue unit may be permitted with consent of the of the Fire Chiefs with the approval of the Management Board

15 the Management Board shall meet at least once in a calendar year or at any other time as may be requested by any Board Member; and a simple majority of members shall constitute a quorum.

16 the Management Board shall provide an annual report, which shall be distributed early in each year to the three municipalities of this agreement

- 17 the Municipalities do agree that all revenue generated by the rescue unit or public donations for the unit shall be invested into two interest bearing accounts, which interest bearing accounts shall be termed:
- a Capital Cost Account; and
 - b Operating Cost Account; and
- (i) revenues generated by the unit or public donations shall be received, immediately divided and paid fifty per cent into the Capital Cost Account and fifty per cent into the Operating Cost Account and
- (ii) the Capital Cost Account shall be used to offset capital costs as defined herein. The Operating Cost Account shall be used to offset operating costs as is defined herein and
- (iii) both accounts shall, if possible, be kept at a sufficient level so the capital costs and operating costs of the vehicle may be paid as those costs come due
- 18 the rescue unit shall respond to any non-fire rescue calls within the corporate limits of the three municipalities. The two Towns shall also be free to call upon the rescue unit to respond to any emergency calls including fire calls in their own protection areas that requires or may require rescue equipment
- 19 when the unit is required, the Town of Deep River will deliver the unit with a minimum of two persons
- 20 when the Town of Deep River delivers the unit outside of the geographic boundaries of Deep River, the municipality or Party to whom the unit is delivered shall be and is required to provide at least one fully qualified person to assist or provide a fully qualified person from another municipal jurisdiction with that municipality being reimbursed from the operating funds
- 21 notwithstanding section 20 of this agreement, the United Townships of Head, Clara & Maria shall not be required to provide a qualified person to assist at the scene when the rescue vehicle is called to that municipality. A person shall be provided by the Town of Deep River
- 22 each municipality shall be required to maintain their own insurance coverage and continue to do so for as long as the municipality is a party to this agreement. Insurance coverage shall be two million dollars (\$2,000,000) minimum. This insurance coverage shall pay on behalf of the party all sums which the party shall become obligated to pay by reason of the liability imposed upon the party by law for damages because of bodily injury, sickness, disease, shock, mental anguish, mental injury, assault and battery and death at any time resulting therefrom, and sustained during the policy period by any person
- 23 any of the municipalities shall be entitled to withdraw from this agreement and the operation of the said "North Renfrew Emergency Response Unit" upon giving to the other municipalities sixty (60) days notice in writing of their intention to do so. Upon withdrawal from this agreement, that municipality forfeits all of its interest in the unit and in any monies that may be set aside for unit

- 24 the Municipalities agree to negotiation in good faith any of any of the terms of this agreement, including the costing formula and the proportioning of capital and operating costs. Such negotiation shall be only after all present or reasonably anticipated capital and operating costs have been retired and upon the reasonable request of any Party to this agreement
- 25 this agreement shall run for a period of ten (10) years when it shall be re-confirmed or re-negotiated
- 26 this agreement shall enure to the benefit of and be binding upon the municipalities hereto and their heirs, successors and assigns under law
- 27 the Ontario Municipal Board shall act as a sole arbitrator to determine any dispute, which may arise out of this agreement

SIGNED, SEALED AND DELIVERED

) The Joint Municipalities of:
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) **THE TOWN OF DEEP RIVER**
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) _____
) Mayor
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) _____
) Clerk
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) **THE TOWN OF LAURENTIAN HILLS**
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) Mayor
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) Clerk
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) **UNITED TOWNSHIPS OF HEAD, CLARA & MARIA**
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) _____
) Reeve
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)
) _____
) Clerk

