

## **SUNDRIDGE & DISTRICT MEDICAL CENTRE AGREEMENT**

This agreement replaces the Agreement drawn up on the 9th day of March 2004, made in triplicate this 25<sup>th</sup> day of May 2016.

**BETWEEN:** THE CORPORATION OF THE VILLAGE OF SUNDRIDGE  
hereinafter called the Party of the First Part

- and -

THE CORPORATION OF THE TOWNSHIP OF STRONG  
hereinafter called the Party of the Second Part

- and -

THE CORPORATION OF THE TOWNSHIP OF JOLY  
hereinafter called the Party of the Third Part

WHEREAS the Village of Sundridge, the Township of Strong and the Township of Joly entered into an agreement with respect to the said operation and maintenance of the said Sundridge and District Medical Centre.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements here contained and subject to the conditions hereinafter set out the parties hereto agree as follows:

1. The land and premises of the Sundridge and District Medical Centre situated on Lots 21, 22 & 23, Plan 30, Park Street South Side shall be held jointly by each of the parties hereto.
2. There shall be established a Sundridge and District Medical Centre Committee (hereinafter called the "Committee") the duties of which will be to manage and operate the Sundridge and District Medical Centre.
3. The Committee will be composed of six (6) members as follows:
  - (a) The Council of the Party of the First Part will appoint two (2) members of the said Council. As administrators of the Sundridge and District Medical Centre, the Village of Sundridge will appoint a member of the office staff to act as Secretary of the Committee and said secretary shall be paid a stipend for each meeting attended.
  - (b) The Council of the Party of the Second Part will appoint two (2) members of the said Council
  - (c) The Council of the Party of the Third Part will appoint two (2) members of the said Council.

- 4.(a) The Council of each of the parties hereto shall appoint the members to the Committee at the first regular Council meeting following the said Council election at which time the committee appointments made by the previous Council will automatically terminate. The first meeting of the "Committee" to take place during the first week of January be called by the Joint Committee Recording Secretary.
- 4(b) The Committee will elect from among its members a chairperson each year who shall act as a liaison between the Committee and the Joint Committee Recording Secretary regarding all matters pertaining to the operation and management of the Sundridge and District Medical Centre.
- 5. In the event of the death, resignation or disability of any Committee member, the Council of the Party who appointed that member shall appoint another like member to take his or her place.
- 6. The Administrating Municipality shall be in charge of all monies and paying of bills and supply all bookkeeping, financial statements, treasurer reports, accounts payable and any correspondence required by the "Committee" on behalf of the Village of Sundridge, the Township of Strong and the Township of Joly at an agreed upon administration fee.
- 7(a) All operating deficits and debt incurred by the Committee on behalf of the Sundridge and District Medical Centre shall be apportioned between each of the parties hereto on an apportionment of costs as follows:
  - Township of Strong -----50 per cent
  - Village of Sundridge -----40 per cent
  - Township of Joly -----10 per cent
- 7(b) If the total funds go below a minimum of \$1,000.00 dollars, the Committee may approach the three (3) municipalities to replenish the funds as required. A financial statement is to be provided with the request.
- 7(c) Any surplus by the Sundridge and District Medical Centre shall be brought forward to the next budget year.

8. An Annual Budget shall be prepared and presented to Councils for their approval.
9. The financial records shall be audited on an annual basis by the auditor of the Village of Sundridge and a copy of the audit report shall be delivered to the Councils of each of the Parties hereto on completion of the audit.
10. The majority of the votes cast at a meeting of the Committee shall deem to be conclusive of all matters decided by the committee.
11. When a recommendation from the committee is referred back to the three municipalities, a vote is to be at each of the respective council s and the result shall be based on the majority of member municipalities decisions.
12. The Committee shall hold one meeting per month and if additional meetings are required they shall be called by the Chairperson of the Committee.
13. Four of the seven members of the committee shall constitute a quorum for the transaction of business at any meeting of the committee but there must be at least one representative from each of the three municipalities present.
14. If at anytime during the continuance of this agreement the Parties hereto deem it necessary or expedient to make any alterations or conditions to this agreement they may do so by means of a written agreement between them which shall be supplemental hereto and form part thereof.
15. This agreement may be terminated by written notice by any two of the parties Hereto giving one (1) years notice from the effective date of notice.

IN WITNESS WHEREOF THE PARTIES HERETO have affixed its Corporate Seal  
attested by the hand of its duly appointed Officers.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF


Corporation of the Village of Sundridge

  
.....  
Mayor Lyle Hall


  
.....  
Acting Clerk Bettyann Muir


Corporation of the Township of Strong

  
.....  
Mayor Christine Ellis

  
.....  
Clerk- Treasurer Linda Maurer

Corporation of the Township of Joly

  
.....  
Mayor Bruce Baker

  
.....  
Clerk-Administrator Leanne Crozier