



The Corporation of the Town of Grand Valley

5 Main Street North
Grand Valley, ON L9W 5S6
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www.townofgrandvalley.ca

July 16, 2025

To: Mayor Gerritts and Township of Amaranth Council
From: Meghan Townsend, CAO/Clerk, Town of Grand Valley, on behalf of Town of Grand Valley Council
Re: Delegation – Medical Centre board dissolution

I am pleased to bring this delegation to you at your July 16 meeting to address the conclusion and dissolution of the Grand Valley Medical Dental Board.

Attached, please find the following documents, presented to Grand Valley Council on May 13, 2025, which present the contents of my delegation:

- Report to Grand Valley Council, 2025-079 – Grand Valley Medical Dental Board Dissolution
- Attachment 1 – Town of Grand Valley By-law 2006-43, with agreement attached
- Attachment 2 – Town of Grand Valley By-law 2015-09, with agreement attached
- Attachment 3 – 2024 Budget and Levy Breakdown
- Attachment 4 – Excerpt from May 13, 2025 minutes - Grand Valley Council resolution

During the delegation, I will be happy to summarize the attached and answer any questions you may have about this recommendation. Additionally, I am open to discussing future plans for the medical dental centre, or the potential service committee referenced in the report.

I understand that this information has been brought forward to you already. Our delay in bringing this to you directly is at our end, due to conflicting priorities, and Council's direction has not changed since the report in May, or the information presented to you in June by your staff. We hope that the three municipalities will come to a resolution that respects the spirit of the original board while addressing any issues of financial obligation or future operation of the building for the community's benefit.

Thank you for your consideration.

Meghan Townsend, CAO/Clerk
Town of Grand Valley



STAFF REPORT

To: Mayor and Members of Council
From: Meghan Townsend, CAO/Clerk
Meeting Date: May 13, 2025
Report Number: 2025-079
Subject: Grand Valley Medical Dental Board Dissolution

Recommendation

THAT Council receives Report – Grand Valley Medical Dental Board Dissolution
AND FURTHER THAT Council for the Town of Grand Valley agrees with the terms and conditions for dissolution of the Board presented,
AND FURTHER THAT Council for the Town of Grand Valley agrees to the termination of the Board effective December 31, 2024, and a waiver of the one-year notice requirement,
AND FURTHER THAT Council directs the CAO to send this report to the Townships of Amaranth and East Garafraxa for their consideration and comment.

Executive Summary

Purpose

To present a plan for the dissolution of the Grand Valley Medical Dental Board.

Key Findings

A plan for dissolution is presented, with discussion on the renovation work required and the management of assets and final close out for the Board.

Financial Implications

The Board's bank balance will be used to pay for the Board's renovation work, the final audit and financial close out processes and any final costs related to the dissolution.

Report**Background**

When the volunteer community Board of Managers for the Grand Valley Medical Dental Centre dissolved in 2005, the Board of Managers transferred ownership of the centre to the Town of Grand Valley (then Township of East Luther Grand Valley). The three municipalities whose residents relied on the facility – being Amaranth, East Garafraxa and Grand Valley – came together to form a new board and transferred operations from the community board. This new board would oversee the operations of the Centre, participate in the recruitment of medical professionals, and it would provide accommodation for medical and dental services for the community so that practitioners would come to serve the area and would stay in practice with affordable rent and a central location.

The first agreement for the new Board is attached as Attachment 1 to this report. To jointly manage and operate the facility, the municipalities agreed that the revenues received by the Board (being rent and grant funding) will be used to offset the capital repairs and operating expenditures. 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 Garaftaxa - 20%

In the event that any Municipality wanted to cease participating in the Board, the agreement stipulated that 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.

The current agreement was executed in 2015. It is attached as Attachment 2 to this report. It contains the same provisions as stated above and appears to have been written primarily to change the name of the Township of East Luther Grand Valley to the Town of Grand Valley.

Since the time of the transfer, the Town of Grand Valley provided insurance for the facility, and was reimbursed by the Board. Grand Valley staff provided secretarial and treasury services for the Board, and their time was reimbursed by the Board. External contractors were hired to cut grass, plow snow, maintain the HVAC system and perform repair work as needed. The Town's gardener cared for the flower beds. Grand Valley did not seek compensation for other costs of software to manage the facility's finances, printing costs or other administrative expenses.

Today, the ability of the Board to lead in the "facilitation of services" has all but disappeared. Local municipal government in Ontario has limited involvement in physician recruitment. Upper levels of government manage medical service programs. Local municipalities can assist if they so choose, as long as that assistance does not contravene any procurement, fairness or transparency requirements. Local governments are not given funding mechanisms to support these services unless they choose to devote property taxes to cover costs. During the recent period of local transition in physician services, the local Board had very little influence over who was recruited and what services they would provide.

Which left the Board serving as a landlord for a commercial building owned by the Town of Grand Valley. Board members occasionally performed repair and maintenance work themselves in the past to cut costs and keep the rent far below market rent for commercial facilities. The Board obtained grants to update the accessibility of the facility. Otherwise, until recently, the building was paid for with the tenant rents. After a few incidents of flooding and other tenant complaints, it was discovered that:

- the building's foundation masonry was cracked and leaked,
- the concrete ramp to the lower level was needing repair,
- the stormwater drainage was not set up to handle heavy rainfalls, which caused significant interior flooding,
- there were odours spreading around the facility from unknown sources, and
- work was needed to retaining wall structures around the south and east sides of the parking lot.

Additionally, tenants were asking the Board for renovations to rehabilitate the interior of the building.

In 2024, once a Building Condition Assessment was completed and a budget was established, the Board requested funding from the three municipalities to offset costs of investigations, engineering and construction to handle these capital repairs (previous funds collected from the Town of Grand Valley and the Township of East Garafraxa were repaid many years ago). The Board's reserve had been built up from excess revenue when utilities and maintenance costs were less than annual revenue, and in 2023 and 2024, the reserve was spent on renovations. When the reserves were depleted, a levy on the three municipalities was apportioned and funds were retained in the Board's bank account to help with the other capital costs. Attachment 3 presents the budget and levy breakdown.

The Board secretary facilitated inspections and repair work and reported back to the Board on the results of inspections and the repairs as they were conducted. The Board committed that the levy would go toward work recommended in the inspections, including the remaining renovations in the upper-level medical clinic, retaining wall restoration work and repairs in the lower level, with an estimated cost of \$258,000.

While capital repair work was being contemplated and planned, the Board had discussions on its role in the community. At their February 27, 2023 meeting, the Board passed the following resolution, which was sent to the three municipalities:

Resolution 2023-02-08

Moved by S. Soloman, Seconded by P. Rentsch

BE IT RESOLVED THAT the Board directs the secretary to inform the 3 participating councils of the intention to dissolve the board and Grand Valley solely administer the Medical Centre.

CARRIED

The Council of the Township of East Garafraxa advised the other two municipalities that it no longer wished to participate on the Board, that they voluntarily remove themselves, and that they had made no monetary contributions to the Board prior to 2024. They also indicated an interest in participating in a proposed medical advisory committee that would serve to ensure services were provided for the community. The other two municipalities have not given notice of intent, except that Amaranth presented the following resolution in October 2023:

Resolution #: 6

Moved by: B. Metzger

Seconded by: G. Little

BE IT RESOLVED THAT:

The Township of Amaranth does not voluntarily remove itself from the Grand Valley Medical Dental Board without reimbursement for the assets in proportion as outlined in the Agreement.

CARRIED

Discussion

Of the previously mentioned capital repairs, the Board completed renovations to the upper level, renovations due to flooding were completed in the lower level, the source of the odour was identified, and faulty piping was replaced, and the parking lot's retaining walls were replaced and new guardrail installed.

Currently, the Board's bank account is their only financial asset. It has \$160,000 in it. The Board is a registered entity with the Canada Revenue Agency for HST collection purchases. Their finances are audited annually, and this audit is consolidated with the audits of the three municipalities. Utility bills are in the board's name.

At their December 4, 2024 meeting, the Board discussed dissolution, and decided on the following:

1. That Grand Valley assume full operation of the centre as landlord
2. That the three municipalities form an advisory committee on health services at some point in the future, and
3. That a plan of dissolution be presented for review and agreement by the three municipalities, and this plan would be that:
 - a. That the 2024 levy money be spent on the rehabilitation planned by the Board
 - b. Once the rehabilitation work is completed, any residual funds in the bank account will be used to pay for final audit costs and board close out costs.
 - c. Once all board related costs have been paid for, any remaining funds would be divided between the three municipalities. Grand Valley will coordinate the work and provide a reconciliation of the bank account to the three municipalities once

completed. If there were no remaining funds, there would be no funds transferred to the municipalities.

- i. While not necessarily discussed, staff assume that the division of remaining funds would be based on the agreement's apportionment of 50-30-20%.
- d. 2024 would be the final year of operations for the Board and the auditors will assist with closing out the books and transferring operations to Grand Valley. All final expenses, including the 2024 audit expenses, would be paid for by the Board.
 - i. Therefore, Amaranth and Grand Valley councils would both need to state that they are leaving the Board and agree that the dissolution will take effect December 31, 2024.
- e. The new leases with tenants that the Board was preparing would be signed between the tenants and the Town.

While not discussed at the Board meeting, in the interest of fairness to all parties, staff propose that if Grand Valley decides to sell the building within the next 3 years (e.g., before December 31, 2028), Grand Valley would reimburse the levy money collected in 2024 from Amaranth and East Garafraxa from the proceeds of the sale.

This plan for dissolution would be sent to the three municipalities for consideration and agreement by resolution. If desired, an Agreement of Dissolution could be prepared in order to ensure clarity and transparency for all parties. Whether this agreement should be prepared by a legal counsel paid for by the Board, then reviewed independently by each municipality's legal counsel was not discussed previously by the Board.

Staff recommend that Council pass a resolution to receive this report, remove themselves from the Board effective December 31, 2024, waive the one-year notice requirement, and direct staff to send this report and resolution to the other municipalities.

Financial Impact

It is anticipated that the resources of the Board will be exhausted in order to finish renovations and pay out final close-out costs. Grand Valley will incur costs to complete the rehabilitation work started by the Board. Grand Valley is also incurring costs related to signing of new leases

and management of tenancies. It is anticipated that tenant revenues will cover these costs for the Town, and this revenue will be determined as we finalize the leases.

Consultations

Grand Valley Medical Dental Board

RJ Burnside and Associates Ltd

Attachments

Attachment 1 – Town of Grand Valley By-law 2006-43, with agreement attached

Attachment 2 - Town of Grand Valley By-law 2015-09, with agreement attached

Attachment 3- 2024 Budget and Levy Breakdown

This report was submitted by

Meghan Townsend, CAO/Clerk

mtownsend@townofgrandvalley.ca.

This report was approved by

Meghan Townsend

Chief Administrative Officer/Clerk

519-928-5652 extension 222

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

THE CORPORATION OF THE TOWN OF GRAND VALLEY

BY-LAW NUMBER 2015 – 09

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION
OF AN AGREEMENT BETWEEN THE TOWNSHIP OF AMARANTH,
THE TOWNSHIP OF EAST GARAFRAXA AND THE TOWN OF GRAND
VALLEY TO ESTABLISH A MUNICIPAL SERVICE BOARD**

WHEREAS it is deemed expedient that the Corporation of the Town of Grand Valley and the Township of Amaranth and Township of East Garafraxa enter into an agreement to establish a joint Municipal Service Board known as the Grand Valley Medical Dental Board.

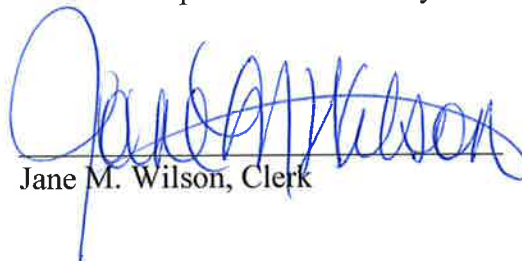
**NOW THEREFORE THE CORPORATION OF THE TOWN OF GRAND
VALLEY BY THE MUNICIPAL COUNCIL THEREFORE ENACTS AS
FOLLOWS:**

1. That the Mayor and Clerk are hereby authorized to execute the agreement attached hereto as Schedule A which forms part of this by-law on behalf of the Corporation of the Town of Grand Valley and affix the corporate seal thereto.
2. That this by-law comes into effect upon the passing thereof.

By-law read a first and second and third time and passed this 10th day of February 2015.



Steve Soleman, Mayor



Jane M. Wilson, Clerk

SCHEDULE 'A'

THIS AGREEMENT made in triplicate this ____ day of _____, 2015.

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 TOWN OF GRAND VALLEY

Hereinafter referred to as "Grand Valley"

WHEREAS Section 196(1) 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 Town of 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 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) a 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 257]
 - 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 Town of Grand Valley shall appoint a Secretary/Treasurer.
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 Town of Grand Valley 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 Chairman may call or on petition of a majority of the members of the Board. The Board shall ensure that all meetings are conveyed 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:

- Grand Valley 50%
- Amaranth - 30%
- East Garafraxa - 20%

13. 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.
14. 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.
15. 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).
16. 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 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 Town of 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: _____
CAO/Clerk-Treasurer

Per: _____
Head of Council

SIGNED, SEALED AND DELIVERED

in the presence of

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THE CORPORATION OF THE
TOWNSHIP OF EAST GARAFRAXA

Per: _____
CAO/Clerk-Treasurer

Per: _____
Head of Council

SIGNED, SEALED AND DELIVERED

in the presence of

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THE CORPORATION OF THE
TOWN OF GRAND VALLEY

Per: _____
CAO/Clerk-Treasurer

Per: _____
Head of Council

2024 Draft Budget for Medical Centre

GL ACCOUNTS	DESCRIPTIONS	2022 Actual	2023 Budget	2023 Actual	2024 Budget
	Revenue				
4-3-6300-7105	Rentals*	\$ 46,516.92	\$ 56,298.90	\$ 48,554.17	\$ 63,647.64
4-3-6300-8000	Transfer From Reserve				\$ 117,000.00
4-3-6300-7130	Interest + Misc revenue	\$ 693.46	\$ 1,000.00	\$ 3,218.27	\$ 1,000.00
	Total Revenue	\$47,210.38	\$57,298.90	\$51,772.44	\$181,647.64
	Expenses				
4-4-6300-1010	Wages	\$ 5,329.18	\$ 7,000.00	\$ 5,663.52	\$ 7,500.00
4-4-6300-2010	Materials/Supplies	\$ -	\$ -	\$ 46.00	\$ 100.00
4-4-6300-2024	Heat	\$ 2,404.45	\$ 2,500.00	\$ 2,250.67	\$ 3,000.00
4-4-6300-2030	Hydro	\$ 4,683.05	\$ 5,000.00	\$ 4,807.62	\$ 5,200.00
4-4-6300-2040	Water/Sewer	\$ 358.29	\$ 450.00	\$ 96.90	\$ 500.00
4-4-6300-2200	Accounting/Audit Fees	\$ 3,033.25	\$ 3,500.00	\$ 2,823.84	\$ 4,000.00
4-4-6300-2210	Legal Fees	\$ -	\$ -	\$ 120.00	\$ 120.00
4-4-6300-2300	Advertising	\$ -	\$ -	\$ 130.00	\$ 130.00
4-4-6300-2400	Repairs and Maintenance	\$ 8,309.10	\$ 10,000.00	\$ 21,936.77	\$ 10,000.00
	Contracts				
	- Property Maintenance				
	- Snow Removal				
4-4-6300-4010	- HVAC/Furnace/AC	\$ 9,072.98	\$ 10,000.00	\$ 6,793.76	\$ 12,000.00
4-4-6300-4020	Insurance	\$ 1,449.36	\$ 1,800.00	\$ 1,703.16	\$ 1,800.00
4-4-6300-4954	Taxes	\$ 11,058.89	\$ 12,000.00	\$ 8,292.03	\$ 12,000.00
	Total Operating expense:	\$45,698.55	\$52,250.00	\$54,664.27	\$56,350.00
	Capital Expense:				
	2024 Proposed Projects				
	-Flooding Restoration				
	-Storm Drainage Evaluation**				
	-Upper Level Floor/Wall Finishes				
	-Retaining Walls Structural Review**				
4-4-6300-8000	- Foundation Repair Project	0	\$5,048.90	0	\$ 258,000.00
	Total Expense	\$45,698.55	\$57,298.90	\$54,664.27	\$314,350.00
	Total Surplus/(Deficit)	\$1,511.83	\$0.00	-\$2,891.83	-\$132,702.36

*All leases renew Jan.31.2025

** Evaluation/Reviews do not indicate repair costs

2024 Proposed Apportionment of Capital Costs	
2024 Deficit	-\$ 132,702.36
Grand Valley 50%	\$ 66,351.18
Amaranth 30%	\$ 39,810.71
East Garafraxa 20%	\$ 26,540.47

	2025 Capital Expenditures	
	ITEM DESCRIPTION	COST
3.2.2	Cladding - Masonry Repairs	\$ 20,000.00
3.7.1	Asphaltic Pavement - Replace	\$ 40,000.00
3.7.2	Concrete Pavement - Replace	\$ 100,000.00
	Total	\$ 160,000.00

Excerpt from May 13, 2025 council meeting minutes:

12.1.2 Grand Valley Medical Dental Board Dissolution, 2025-079

Resolution: 2025-05-08

Moved by: J. Jonker

Seconded by: P. Latam

BE IT RESOLVED THAT Council receives Report – Grand Valley Medical Dental Board Dissolution

AND FURTHER THAT Council for the Town of Grand Valley agrees with the terms and conditions for dissolution of the Board presented,

AND FURTHER THAT Council for the Town of Grand Valley agrees to the termination of the Board effective December 31, 2024, and a waiver of the one-year notice requirement,

AND FURTHER THAT Council directs the CAO to send this report to the Townships of Amaranth and East Garafraxa for their consideration and comment.

CARRIED