

CORPORATION OF THE TOWN OF RENFREW
BY-LAW 73-2017

Being a By-Law to authorize the Mayor and Clerk to execute an agreement with the Township of Greater Madawaska respecting the provision of recreation services for the period from April 1, 2017 to March 31, 2022.

WHEREAS Section 11 of the Municipal Act, 2001, empowers the Corporation of the Town of Renfrew to pass by-laws and to enter into agreements respecting matters within the culture, parks, recreation and heritage sphere of jurisdiction; and

WHEREAS Section 391 of the Municipal Act, 2001, enables a municipality to pass by-laws imposing fees or charges on any class of persons; and

WHEREAS the Council of the Corporation of the Town of Renfrew is the owner of various recreational facilities and parks located within the municipality; and

WHEREAS the Township of Greater Madawaska is desirous to enter into an agreement with the Town of Renfrew respecting the use of and access to recreation programs and facilities offered by the Town of Renfrew.

NOW THEREFORE the Council of the Corporation of the Town of Renfrew hereby enacts as follows:

1. THAT the Agreement attached hereto as Schedule "A" and made part of this By-Law shall constitute a contract between the Corporation of the Town of Renfrew and the Corporation of the Township of Greater Madawaska.
2. THAT the Mayor and Clerk are hereby empowered to do and execute all things, papers and documents necessary to the execution of this by-law.
3. THAT this by-law shall come into force and take effect upon the passing thereof.

READ a first and second time this 24th day of October, 2017.

READ a third time and finally passed this 24th day of October, 2017


Don Eady, Mayor


Kim R. Bulmer, Clerk

SCHEDULE "A" TO BY-LAW 73-2017

AGREEMENT

Made this 24th day of October, 2017

BETWEEN

The Corporation of the Township of Greater Madawaska ("the Township")

AND

The Corporation of the Town of Renfrew ("the Town")

WHEREAS the Town of Renfrew and the Township of Greater Madawaska wish to enter into a shared services agreement for the provision of recreation programs and services;

AND WHEREAS the Township of Greater Madawaska wishes its ratepayers to have access to the programs and facilities of the Town of Renfrew;

AND WHEREAS the Town of Renfrew is prepared to grant such permission to the ratepayers of the Township of Greater Madawaska;

THEREFORE the parties hereto agree as follows;

1. Ratepayers of the Township of Greater Madawaska shall be permitted to participate in activities and programs and to use all existing facilities operated by the Town of Renfrew Parks and Recreation Department in the same manner and on the same conditions as the ratepayers of the Town of Renfrew.
2. At the end of each calendar year the Town of Renfrew will provide a summary of recreation programs and services, usage and the demographics of participants by the Township of Greater Madawaska ratepayers.
3. The Recreation/Facilities Coordinator shall provide quarterly updates on #2 (noted above) to the Community Affairs Officer and/or designate. The Council of the Township of Greater Madawaska may request updates at any time during the agreement.
4. It is agreed that the Township of Greater Madawaska will pay the Town of Renfrew the annual fee as provided for below for all Township ratepayers to enjoy the same rights, privileges and access to the recreation facilities, programs and services as the Town of Renfrew. The Township shall pay to the Town for said services the following annual fees:

2017	\$8,000
2018	\$9,000
2019	\$10,000
2020	\$10,500
2021	\$11,000

In addition to the annual fee The Township of Greater Madawaska will have access to the Recreation/Facilities Coordinator for a maximum of 200 hours annually at \$35.00 per hour plus \$0.54 per kilometre for any travel that may be required by the Town of Renfrew employee. The Community Affairs Officer and/or designate will provide an outline of the tasks requested to be completed by the Town of Renfrew. This request will be provided to the Recreation/Facilities Director and/or designate a minimum of two (2) weeks in advance, if possible, prior to the Town of Renfrew staff commencing work.

Before any work or tasks are performed all expenses and hours associated or budgeted with such tasks or works must be provided by the Town of Renfrew and approved by the Township of Greater Madawaska. In the event that changes to the approved expenses and hours are required the Town of Renfrew must ensure that both parties agree upon the changes.

Both parties will attempt to respond to inquiries within one (1) business day.

Any time spent answering phone, email or answering general recreation information will not be charged back to the Township of Greater Madawaska by the Town of Renfrew.

The Town of Renfrew will invoice the Township of Greater Madawaska in June of each year and other expenses prior to December 31 of each year. These invoices will include all back up documentation relating to the hourly rate and the mileage expense.

5. Term: This Agreement shall be for a period of five (5) years commencing retroactively to the first day of April 2017 and terminating on the 31st day of March 2022. Should both parties agree, this Agreement may be extended for an additional five (5) years with a five hundred dollars (\$500.00) annual inflation increase.
6. Either party may terminate this agreement at the end of the agreement upon the giving of one (1) year notice in writing to the CAO/Clerk-Treasurer and/or designate at the Township of Greater Madawaska and/or the Director of Recreation at The Town of Renfrew.
7. This agreement may be amended by the parties to the agreement, by mutual agreement at any time after the commencement.
8. The Town of Renfrew acknowledges that during any which time the Recreation/Facilities Coordinator or any other employee(s) from the Town of Renfrew are acting on behalf of this agreement or aid in recreational activity for the Township of Greater Madawaska, The Township of Greater Madawaska holds no liability for the Town of Renfrew employee(s).

IN WITNESS WHEREOF the Parties hereto have hereunder set their hand and the corporate seal on the date written above

Signed and Sealed and delivered
In the Presence of

The Corporation of the Township of Greater Madawaska

Cathy Appleyard
Witness

Cathy Appleyard
Witness

[Signature]
Mayor

[Signature]
CAO-Treasurer

The Corporation of the Town of Renfrew

Jennifer Clark-Kari
Witness

Jennifer Clark-Kari
Witness

[Signature]
Mayor DON EADY

[Signature]
Clerk Kim R. BULMER

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

BY-LAW 81-2017

Being a By-Law to authorize the Mayor and Clerk to execute an agreement with the Town of Renfrew respecting the provision of recreation services for the period from April 1, 2017 to March 31, 2022.

WHEREAS Section 11 of the Municipal Act, 2001, empowers the Corporation of the Township of Greater Madawaska to pass by-laws and to enter into agreements respecting matters within the culture, parks, recreation and heritage sphere of jurisdiction; and;

AND WHEREAS Section 391 of the Municipal Act, 2001, enables a municipality to pass by-laws imposing fees or charges on any class of persons;

AND WHEREAS the Council of the Corporation of the Town of Renfrew is the owner of various recreational facilities and parks located within the municipality;


AND WHEREAS the Township of Greater Madawaska is desirous to enter into an agreement with the Town of Renfrew respecting the use of and access to recreation programs and facilities offered by the Town of Renfrew.

NOW THEREFORE The Council of the Corporation of The Township of Greater Madawaska enacts as follows:

1. **THAT** the Agreement attached hereto as Schedule "A" and made part of this By-Law shall constitute a contract between The Corporation of the Township of Greater Madawaska and the Corporation of the Town of Renfrew.
2. **THAT** the Mayor and Clerk are hereby empowered to do and execute all things, papers and documents necessary to the execution of this by-law.
3. **THAT** this by-law shall come into force and take effect upon the passing thereof.

READ a first and second time this 18th day of December, 2017.

READ a third time and passed this 18th day of December, 2017.



Glenda McKay
Mayor



Allison Holtzauer
CAO Clerk/Treasurer

Certified a true copy



CAO/Clerk Treasurer
Township of Greater Madawaska

**Schedule 'A' to By-Law 81-2017
AGREEMENT**

Made this 18th day of December, 2017

BETWEEN

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AND

The Corporation of the Town of Renfrew ("the Town")

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AND WHEREAS the Town of Renfrew is prepared to grant such permission to the ratepayers of the Township of Greater Madawaska;

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2. At the end of each calendar year the Town of Renfrew will provide a summary of recreation programs and services, usage and the demographics of participants by the Township of Greater Madawaska ratepayers.
3. The Recreation/Facilities Coordinator shall provide quarterly updates on #2 (noted above) to the Community Affairs Officer and/or designate. The Council of the Township of Greater Madawaska may request updates at any time during the agreement.
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7. This agreement may be amended by the parties to the agreement, by mutual agreement at any time after the commencement.
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IN WITNESS WHEREOF the Parties hereto have hereunder set their hand and the corporate seal on the date written above

Signed and Sealed and delivered
In the Presence of

The Corporation of the Township of Greater Madawaska

Cathy Appleyard
Witness

[Signature]
Mayor

Cathy Appleyard
Witness

[Signature]
CAO-Treasurer

The Corporation of the Town of Renfrew

[Signature]
Witness

[Signature]
Mayor, DON EADY

[Signature]
Witness

[Signature]
Clerk, KIM R. BULMER