

THE CORPORATION OF THE TOWN OF DEEP RIVER

By-law Number 15-2021

**A BY-LAW TO AMEND BY-LAW 19-2018, A BY-LAW TO AUTHORIZE THE TOWN OF DEEP RIVER TO ENTER INTO A FIRE PROTECTION SERVICES AGREEMENT WITH CANADIAN NUCLEAR LABORATORIES LTD.**

**WHEREAS** Section 8 (1) and 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

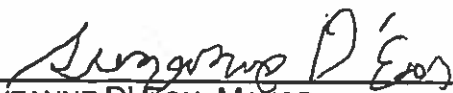
**AND WHEREAS** Council of the Corporation of the Town of Deep River enacted By-law 19-2018 to enter into an Agreement effective June 1, 2018 to March 31, 2021 with Canadian Nuclear Laboratories to receive assistance with the provision of fire services;

**AND WHEREAS** the Town of Deep River (the "Town") wishes to extend the Agreement with Canadian Nuclear Laboratories Ltd. as provided for in Section 11 (a) of By-law 19-2018 in order to receive assistance with the provision of fire services within the Town of Deep River for an additional six (6) month period effective March 31, 2021 to September 30, 2021;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Town of Deep River enacts as follows:

1. **THAT** the Corporation of the Town of Deep River hereby extends the Agreement regarding assistance with Fire Protection Services (as per the mutual covenants and agreements contained in the attached hereto this By-law Schedule A) with Canadian Nuclear Laboratories Ltd.
2. **THAT** Suzanne D' Eon, Mayor and Jackie Mellon, Clerk are hereby authorized to sign the agreement authorized under this by-law on behalf of the Corporation, and Sean Patterson, CAO is authorized to take such actions as may be necessary and appropriate to implement the agreement, or as may be required from time to time under the agreement.
3. This by-law comes into force upon its adoption by Council of the Corporation of the Town of Deep River.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 30<sup>TH</sup>, DAY OF MARCH, 2021.

  
SUZANNE D' EON, MAYOR

  
JACKIE MELLON, CLERK

**SCHEDULE 'A' TO BY-LAW 15-2021**

THIS AMENDING AGREEMENT (No. 1) made as of the 31st day of March, 2021

BETWEEN:

**CANADIAN NUCLEAR LABORATORIES LTD.** (hereinafter referred to as "CNL")

**OF THE FIRST PART**

and

**THE CORPORATION OF THE TOWN OF DEEP RIVER** (hereinafter referred to as the "Town")

**OF THE SECOND PART**

**WHEREAS** the Parties entered into a Fire Protection Services Agreement effective June 1, 2018 (the "Original Agreement");

**NOW THEREFORE, THIS AMENDING AGREEMENT WITNESSETH THAT** in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereby covenant and agree as follows:

1. Section 7 of the Original Agreement is deleted and replaced with the following:

The Town shall pay to CNL CNL's cost of providing the services to fulfill the CNL Responsibilities on a full cost recovery basis (the "Actual Cost") and the payment shall be made as follows:

- (a) Over the Extension Term the Town shall pay to CNL \$390,000 plus HST (the "Estimated Cost") in equal monthly instalments in the amount of \$73,450 by pre-arranged electronic funds transfer on the first day of every month for the previous month's service;
- (b) Within 30 days of the end of the Extension Term, CNL will determine the Actual Cost and the difference between the Actual Cost and the Estimated Cost (the "Difference") and advise the Town. Within a further 30 days:
  - a. If the Difference is positive, then the Town will pay the Difference to CNL; and
  - b. If the Difference is negative, then CNL will pay the Difference to the Town;
  - c. Notwithstanding (a) and (b), if the Difference is less than \$500, then no payment of the Difference is required by either CNL or the Town.

2. A new section 11(a1) is added to the Original Agreement as follows:

The parties agree that the Agreement will be extended for a further six months to September 30, 2021 (the "Extension Term"). During the Extension Term, the parties will continue the review of this Agreement and if it is further extended that extension will be included within the definition of Extension.

3. Section 8(e) of the Original Agreement is deleted and replaced with the following:

The following provisions will survive the termination or expiration of this Agreement:

- (a) section 8 (Indemnity and Liability)
- (b) section 7 (Fees and Payments); and
- (c) any other section that by its intention should survive termination.

4. Any terms contained in this Amending Agreement which are not defined herein shall have the meaning as assigned in the Original Agreement.

5. For greater certainty, in the event of any inconsistency between the provisions of this Amending Agreement and the Original Agreement, this Amending Agreement shall prevail and the Original Agreement shall be deemed to be amended with effect as of the date hereof. The Original Agreement as amended by this Amending Agreement, shall continue in full force and effect and is hereby confirmed by the Parties hereto.

6. This Amending Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Amending Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. Any party delivering an executed counterpart of this Amending Agreement by electronic means shall also deliver a manually executed counterpart hereof by mail or courier upon demand.

7. This Amending Agreement shall be governed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein

8. This Amending Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

**IN WITNESS WHEREOF** this Amending Agreement has been executed by the Parties hereto as of the date first written above.

THE CORPORATION OF THE TOWN OF DEEP RIVER	CANADIAN NUCLEAR LABORATORIES LTD.
Per: <u>Suzanne D'Eon</u> Suzanne D'Eon Mayor	Per: <u>Joseph McBrearty</u> Joseph McBrearty President & CEO
Per: <u>Jackie Mellon</u> Jackie Mellon Clerk	Per: <u>Tadeusz (Ted) Wieclawek</u> Tadeusz (Ted) Wieclawek Deputy VP, HSSE