



Ontario
Municipal
Board

416/598-2266

180 Dundas St. West
Toronto, Ontario
M5G 1E5

The Clerk
Township of Wollaston
Box 99
Coe Hill, Ont.
KOL 1P0

Quote File Number

E 830646

July 29, 1983

Dear Sir:

Enclosed is documentation as follows:

- Board's order dated JULY 21, 1983
- Invoice(s) for Board's order
- Board's order dated
Validation of By-law

Municipality:

School Board:

Yours truly,

(Mrs.) B. Wagner
for
M.S. Manji
Head of
Capital Expenditures

BW/sw
Enclosure

NB

If you are going to apply for the validation of a debenture by-law for the issuance of debentures for this undertaking, it is suggested that a draft by-law be submitted to the Board by you for consideration prior to its enactment.



E 830646

Ontario Municipal Board

IN THE MATTER OF Section 64 of
The Ontario Municipal Board Act,
(R.S.O. 1980, c. 347)

- and -

IN THE MATTER OF an application
by The Corporation of the Township
of Wollaston for approval of the
entering of the said corporation
into a proposed agreement with The
Hastings County Board of Education
with respect to the leasing of the
gymnasium/Community Centre and for
the maintenance of such building
for a period of twenty years
and the disbursement of sums of
money payable thereunder

B E F O R E :

A. H. ARRELL, Q.C.
Vice-Chairman

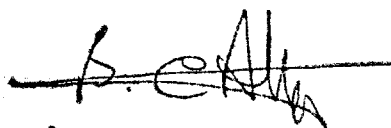
- and -

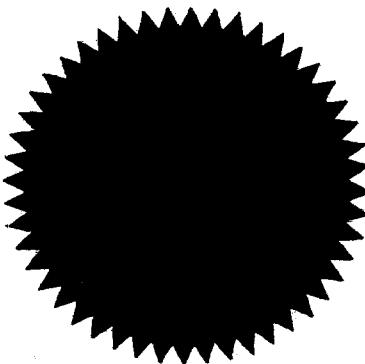
C. G. EBERS, Q.C.
Member

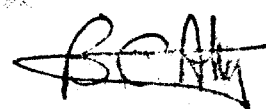
}
}
}
}
}
}

Thursday, the 21st day
of July, 1983

THE BOARD ORDERS that this application be granted, and that
the applicant may enter into such proposed agreement in the
form filed with the Board on the 10th day of June, 1983,
and identified by the Secretary's signature, and provided
that the corporation in exercising any power approved by
this order shall comply and conform with all statutory and
other legal requirements related thereto.


A SECRETARY



ENTERED
O. B. No. E 83-2
Folio No. 318
AUG 5 1983

ACTING SECRETARY, ONT. MUNICIPAL BOARD

THIRD READING

No. 10

COUNCIL OF WOLLASTON SESSION, JUNE 1 1983

Moved by [Signature] Seconded by Floris Hanford

That a By-law to excute a lease agreement between The Hastings County Board of Education and the Corporation of the Township of Wollaston.

as reported by the Committee of the Whole be read a third time, passed and numbered and that the said by-law be signed by the and clerk, sealed with the seal of the Corporation, and be engrossed in the By-law Book.

Carried. [Signature]

SECOND READING

No. 10

COUNCIL OF WOLLASTON SESSION, JUNE 1 1983

Moved by [Signature] Seconded by [Signature]

That a By-law to excute a lease agreement between The Hastings County Board of Education and the Corporation of the Township of Wollaston.

be read a second time and be referred to a committee of the whole council.

Carried. [Signature]

FIRST READING

No. 10

COUNCIL OF Wollaston SESSION, June 1 1983

Moved by Floris Hanford Seconded by [Signature]

That a By-law to execute an lease agreement between The Hastings County Board of Education and the Corporation of the Township of Wollaston

be received and read a first time.

Carried. [Signature]

No. 426— MUNICIPAL WORLD LIMITED, ST. THOMAS, ONT.

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

BY-LAW NO. 10-83

Being a By-Law to execute an Lease agreement between the Hastings County Board of Education and The Corporation of the Township of Wollaston.

WHEREAS pursuant to Section 160 of the Education Act (R.S.O. 1980, C.129) the Board and the Corporation may enter into an agreement.

WHEREAS the Board is the owner of lands described in Schedule "A" attached herto and the Corporation of The Township of Wollaston is desirous of establishing a Community Recreation Centre to be developed as a community hall/general purpose room.

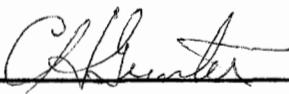
AND WHEREAS the Corporation has agreed in principle to the establishment of Community Recreation Centres.

AND WHEREAS both the Corporation and the Board are disirous of entering into an agreement to provide for the joint use of the Centre for the mutual benefit of the residents of the community and the students.

AND WHEREAS the terms and conditions for the use of the Centre have been agreed to by both juisdictions as detailed in a form of Lease.

NOW THEREFORE The Corporation of the Township of Wollaston enacts that a lease be executed between The Hastings County Board of Education and The Corporation of the Township of Wollaston, to a gymnasium to be built on a cost-sharing basis on property adjacent to the Coe Hill Public School. Acopy of the lease is attached to the official copy of this by-law. Subject to the approval of the Ontario Municipal Board.

By-Law read a first, second and third time. Passed, sealed and entered in the by-law book.



Reeve



Clerk-Treasurer

Date:-

1983.

THE HASTINGS COUNTY BOARD OF EDUCATION

-and-

THE CORPORATION OF THE TOWNSHIP OF
WOLLASTON.

L E A S E

Douglas H. Bateman, Q.C.,
Barrister and Solicitor,
175 Front St, Box 267,
Belleville. Ontario.

10-83 ORIGINAL TO OMB & School BOARD

THIS INDENTURE made in duplicate the 24th day of May, one thousand nine hundred and eighty-three, IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

THE HASTINGS COUNTY BOARD OF EDUCATION, hereinafter called the Lessor,

OF THE FIRST PART,

-and-

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON, hereinafter called the Lessee,

OF THE SECOND PART,

WHEREAS the Corporation of the Township of Wollaston is desirous of erecting a community recreation centre on certain lands to be leased by it from the Hastings County Board of Education;

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee and on the part of the Lessor, the Lessor doth demise and lease unto the Lessee, its successors and assigns, all that messuage or tenement situate, lying and being in the Township of Wollaston in the County of Hastings, being the lands upon which a gymnasium is to be constructed in accordance with the conditions, terms and agreements as hereinafter set out, adjacent to Coe Hill Public School, as shown on Schedule "A" hereunto annexed; together with the right of access thereto and egress therefrom.

TO HAVE AND TO HOLD the said demised premises for and during the term of twenty (20) years, to be computed from the first day of occupancy and thereafter shall continue from year to year under the same terms, conditions and agreements as herein set out, provided however that either the Lessor or the Lessee may give written notice of termination upon the expiry of the twenty-year term or any year thereafter of termination of the within lease.

THE LESSEE AND LESSOR DO MUTUALLY COVENANT, PROMISE AND AGREE:-

1. The development of the project as a community recreation centre shall be the responsibility of the Lessee, subject to the approval of the Lessor, as to concept of the project and layout of the various components in relation to the existing facilities. The Lessor shall approve, in writing, all construction plans, design, drawings and locations.

2. The supervision of the construction phase of the project shall be controlled by the Lessor.
3. The general contractor will submit progress payments to the architect for verification. The architect will forward progress certificates to the Lessor. The Lessee must approve payments for cost control. Any alterations to the agreed plan to be jointly approved by the Lessor and the Lessee.
4. The Lessor shall contribute fifty per cent (50%) of the cost of the project not covered by grants, to a maximum of Thirty-one thousand dollars (\$31,000.00). The Lessee shall contribute on a fifty-fifty (50-50) basis to the cost of the project as tendered, not covered by grants to a maximum of Thirty-one thousand dollars (\$31,000.00).
5. The Lessor shall have the use of the centre during regular school hours and the Lessee shall have the use of the centre at all other times. In the event that changes in the schedule are required, suitable arrangements shall be made by mutual agreement.
6. The Lessee will not carry on upon the demised premises any activity that may be deemed a nuisance.
7. The operation and maintenance of the centre shall be the responsibility of the Lessor and the Lessee on the following basis:-
 - (a) The Lessor shall be responsible for routine maintenance of the centre with the cost of major maintenance to be shared by the Lessor and the Lessee on a fifty-fifty (50-50) basis. Major maintenance/renovations to be mutually agreed upon.
 - (b) The Lessor shall be responsible for utilities related to the operation of the centre and the Lessee's share of the utility cost will be as agreed upon but will not exceed fifty per cent (50%) of the total cost.
 - (c) The Lessee shall be responsible for the custodial costs related to the use of the centre by the Lessee in non-school hours.
 - (d) The centre must be left in an acceptable condition for school use and the Lessee's use.
 - (e) Maintenance costs arising from damage during the Lessee's use are at the cost of the Lessee. Maintenance costs arising from damage during the Lessor's use are at the cost of the Lessor.
8. (a) It is understood and agreed that the Lessor and the Lessee shall

arrange liability insurance to protect themselves against any liability arising out of the use of the centre.

(b) The Lessor shall arrange for property insurance on the building with the Lessee being billed the pro-rated cost, not to exceed fifty per cent (50%) of the gymnasium.

(c) The Lessor and the Lessee shall arrange for insurance on the contents of the centre.

9. (a) The building constructed shall be the sole property of the Lessor.

(b) The Lessor shall protect the interests of the Lessee in the centre and ensure the continuous operation as a community centre during the term of this demise.

10. The Minister of Tourism and Recreation is to be advised in writing of any amendments to this lease.

11. The within lease is subject to the Lessee being qualified to obtain grant funds which are required to proceed with the project.

12. The within demise shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their respective officers duly authorized in that behalf.

THE HASTINGS COUNTY BOARD OF EDUCATION

(seal)

J. Burnside
Chairman

M. W. Walker
Secretary

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

(seal)

C. Hunter
Reeve

Betty Wilson
Clerk-Treasurer

SCHEDULE "A"

PART OF LOT 14, CONCESSION 8 TOWNSHIP OF WOLLASTON COUNTY OF HASTINGS

Scale: 50 Feet to an Inch

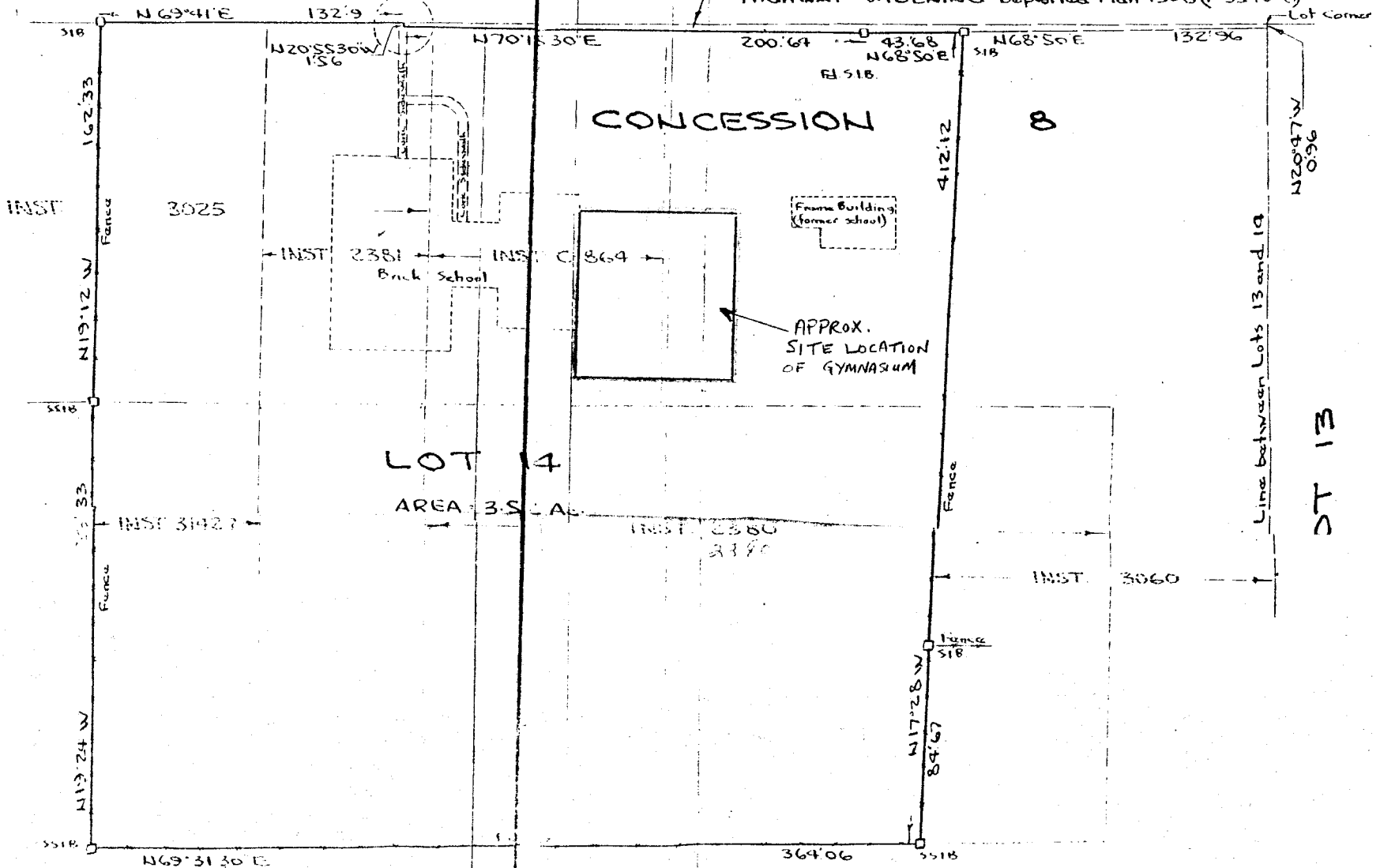
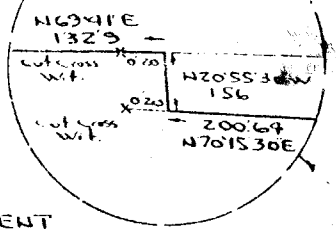
CONCESSION 9

SECONDARY HIGHWAY N° 620 Deposited Plan 1171 (P-3540)

66 ROAD ALLOWANCE BETWEEN CONCESSIONS 8 AND 9

HIGHWAY WIDENING Deposited Plan 1508 (P-3540-8)

ENLARGEMENT
Not to scale



NOTE:
Distances are derived from Deposited Plan

M. J. McAlpine



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Board

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Toronto, Ontario
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APPLICATION TO THE ONTARIO MUNICIPAL
BOARD FOR CAPITAL EXPENDITURE

FOR BOARD USE ONLY
DATE APPLICATION
ACKNOWLEDGED:
June 10/83

FOR BOARD USE ONLY
FILE NO.
E 830646

(PLEASE TYPE OR PRINT)

1	MUNICIPALITY OR OTHER APPLICANT Corporation of the Township of Wollaston	DATE June 6, 1983																								
2	INDICATE TYPE OF APPLICATION																									
	<table style="width:100%; border:none;"> <tr> <td style="text-align:center;">SEWERS</td> <td style="text-align:center;">WATER MAINS</td> <td style="text-align:center;">ROADS</td> <td style="text-align:center;">MUNICIPAL DRAINS</td> <td style="text-align:center;">TILE DRAINS</td> <td style="text-align:center;">O.W.R.</td> <td style="text-align:center;">SCHOOLS</td> <td style="text-align:center;">AGREE- MENT</td> <td style="text-align:center;">ADDL. EXPEND.</td> <td style="text-align:center;">AMEND- MENT</td> <td style="text-align:center;">SIDEWALKS</td> <td style="text-align:center;">OTHER</td> </tr> <tr> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;"><input checked="" type="checkbox"/></td> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;"><input type="checkbox"/></td> </tr> </table>		SEWERS	WATER MAINS	ROADS	MUNICIPAL DRAINS	TILE DRAINS	O.W.R.	SCHOOLS	AGREE- MENT	ADDL. EXPEND.	AMEND- MENT	SIDEWALKS	OTHER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SEWERS	WATER MAINS	ROADS	MUNICIPAL DRAINS	TILE DRAINS	O.W.R.	SCHOOLS	AGREE- MENT	ADDL. EXPEND.	AMEND- MENT	SIDEWALKS	OTHER															
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	IF "OTHER" PLEASE SPECIFY	OWNERSHIP OF LANDS INVOLVED County Board of Education																								
3	CORPORATION STATUTORY AUTHORITY TO PROCEED WITH THE UNDERTAKING Section 160 Education Act (R.S.O. 1980) c, 129																									
	STATUTORY AUTHORITY FOR ONTARIO MUNICIPAL BOARD APPROVAL																									
4	OTHER MUNICIPALITIES OR BODIES (IF ANY), PARTICIPATING IN THIS APPLICATION																									
5	OTHER APPLICATIONS INVOLVED <input type="checkbox"/> NO <input type="checkbox"/> YES	FILE NUMBER																								

6 DETAILS			
D E S C R I P T I O N O F U N D E R T A K I N G		ESTIMATED COST	AMOUNT OF DEBENTURES/ LONG TERM LIABILITIES
		\$	\$
	For the Maintenance of the Gymn / Community Hall estimate for one year	4,500	nil
	We may have to borrow for a short term until some of the grant monies come in.		
		TOTAL	TOTAL
		\$4,500	\$ nil

ACKNOWLEDGEMENT		
<p>THE ONTARIO MUNICIPAL BOARD IS IN RECEIPT OF YOUR APPLICATION WHICH IS BEING PROCESSED. OUR INVOICE COVERING THE FEES FOR THIS APPLICATION IS</p>	ATTACHED <input type="checkbox"/>	TO FOLLOW <input type="checkbox"/>
REMARKS		
FOR ENQUIRIES PLEASE REFER TO FILE NUMBER GIVEN ABOVE AND CONTACT	TELEPHONE NO. (416) 965-1907	SECTION CAPITAL EXPENDITURES SECTION