

THIRD READING

No. 11-83

COUNCIL OF WOLLASTON SESSION, JUNE 1 1983

Moved by [Signature] Seconded by [Signature]

That a By-law to execute an "Implementation Agreement" between the Municipality and the Minister.

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. 11-83

COUNCIL OF WOLLASTON SESSION, JUNE 1 1983

Moved by [Signature] Seconded by [Signature]

That a By-law to excute an " Implementation Agreement" between the Municipality and the Minister.

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

Carried. [Signature]

FIRST READING

No. 11-83

COUNCIL OF Wollaston SESSION, June 1 1983

Moved by [Signature] Seconded by [Signature]

That a By-law to execute an " Implementation Agreement" between the Municipality and the Minister.

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. 11- 83

Being a By-Law to execute an "Implementation Agreement"

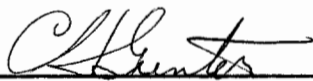
AND WHEREAS the Municipality under Section 22 (2) of the Planning Act by By-Law 8-83 and 1-83 with the approval of the Minister has designated as a redevelopment area as in Schedule "A".

AND WHEREAS the Municipality and the Minister shall enter into an agreement where the Municipality is entitled to apply for a 50% contribution under the Ontario Neighbourhood Improvement Program.

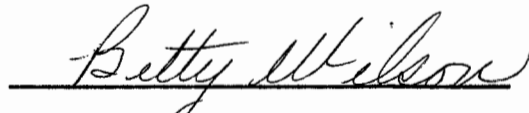
NOW THEREFORE, the Council of the Corporation of the Township of Wollaston HEREBY ENACTS as follows:

1. The Reeve and Clerk-Treasurer are hereby authorized to execute an "Implementation Agreement" between the Municipality and the Minister, Schedules "A", "B" and "C" attached.

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

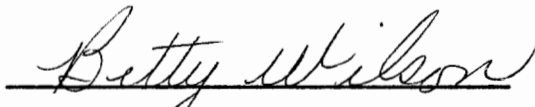


Reeve



Clerk-Treasurer

I certify that this is a true copy of By-Law No. 11 -83 as passed by Council this 1st day of June, 1983.



Clerk-Treasurer

Township of Wollaston Redevelopment Area
Implementation Agreement

THIS AGREEMENT made in duplicate this 1 day of JUNE
A.D. 19 83

BETWEEN:

THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING
for the Province of Ontario

Hereinafter called the "Minister"

OF THE FIRST PART

- and -

THE CORPORATION OF THE Township of Wollaston

Hereinafter called the "Municipality"

OF THE SECOND PART

WHEREAS the Municipality is entitled to apply for a 50% contribution under the Ontario Neighbourhood Improvement Program, hereinafter called the "Program", of the Ministry of Municipal Affairs and Housing;

AND WHEREAS the Municipality has satisfied certain prerequisites for such contribution as follows:

- a) Pursuant to Section 22(2) of the Planning Act, the Municipality, by by-law No.8-83 & 1-83, with the approval of the Minister, has designated as a redevelopment area that area shown outlined in red on the plan attached as Schedule "A" hereto, hereinafter called the "Area";
- b) Pursuant to Section 22(5) of the Planning Act, the Municipality, with the approval of the Minister, has adopted a redevelopment plan for the Area, hereinafter called the "Redevelopment Plan";
- c) The Municipality has made written application to the Minister for financial assistance, by way of such contribution, to assist in the redevelopment of the Area in accordance with the Redevelopment Plan, including the costs already incurred for the preparation of the Redevelopment

Plan, from the date of allocation of funds by
the Minister to the Municipality under the Program;

AND WHEREAS pursuant to Section 24 of the Planning Act, the
Minister, subject to the terms of this Agreement and subject
to the approval of the Lieutenant Governor in Council, has
agreed to contribute a sum of up to 50% of the eligible
costs as hereinafter defined.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration
of the mutual covenants hereinafter contained, the Parties
hereto covenant and agree each with the other as follows:

1. DEFINITIONS

In this Agreement:

- a) "Estimated Costs" means the detailed estimates
of eligible costs for the work and services
itemized in Schedule "B" hereto; provided that
changes may be made to the said detailed estimates
only with the prior written consent of the Ministry;
- b) "Eligible Costs" means the actual costs paid or
payable by the Municipality for the work and
services itemized in Schedule "B" not exceeding
in any detail or in total, without the prior written
consent of the Ministry, the Estimated Costs;
- c) "Inspections" means inspections made on behalf of
the Ministry to establish that work for which
payment is claimed is actually in place;
- d) "Ministry" means the Ministry of Municipal Affairs
and Housing for the Province of Ontario, its
successors and assigns;

- e) "Project" means the work and services or that portion thereof itemized in Schedule "B" to which the Eligible Costs are attributable;
- f) "Accounts" means such invoices, billings, statements, accounts and related documentation required by the Ministry to satisfy it as to the amount(s) of Eligible Costs incurred by the Municipality.

2. IMPLEMENTATION

The Municipality shall not receive any funds under this Agreement until the Municipality has obtained all approvals required for the implementation of the Redevelopment Plan.

3. COMPLETION DATES

The Municipality shall:

- a) Complete that portion of the implementation of the Project to which the first 33% of the Eligible Costs are attributable and shall deliver to the Ministry all Accounts in relation thereto not later than the 31st day of March 1984, being the First Completion Date;
- b) Complete that portion of the implementation of the Project to which the second 33% of the Eligible Costs are attributable and shall deliver to the Ministry all Accounts in relation thereto not later than the 31st day of March 1985, being the Second Completion Date;
- c) Complete the balance of the Project and deliver to the Ministry all Accounts in relation thereto not later than the 31st day of March 1986, being the Final Completion Date.

4. ESTIMATE OF CASH FLOW

An estimate of cash flow under this Agreement is attached as Schedule "C" hereto. Notwithstanding Schedule "C", which is an estimate only, the amounts and timing of payments of funds by the Ministry are subject to the terms and conditions contained in this Agreement.

5. MINISTRY CONTRIBUTION

- a) The Ministry shall make payments to the Municipality of funds totalling 50% of the Eligible Costs accepted by the Ministry, up to a maximum total amount of \$120,000 . This latter amount is an upset limit and shall not be increased in any event.

- b) The agreement of the Ministry to make payments of funds under this Agreement is subject to:
 - i) There being an appropriation by the Provincial Legislature for the Program for the fiscal year in which the payments would be required under this Agreement;

 - ii) The Ministry's right to limit payments of funds in any given fiscal year as may be necessary due to unforeseen Provincial Government financial constraints;

 - iii) The terms and conditions contained in this Agreement.

6. ACCOUNTS AND PAYMENTS

- a) The Municipality shall submit Accounts to the Ministry not less frequently than on a quarter-yearly basis;

- b) Subject to satisfactory Inspections and review of Accounts by the Ministry, the Ministry shall make payments of funds in accordance with and subject to the following provisions:
- i) All payments from the Ministry to the Municipality shall be made within 30 days of receipt from the Municipality of acceptable Accounts;
 - ii) Subject to the Mechanics' Lien Act, upon receipt from the Ministry of any payment under this Agreement, the Municipality shall immediately make payment of the full amount(s) of the Accounts in relation to which the Ministry's payment has been paid;
 - iii) Upon completion of the Project, a final accounting shall be taken of the Eligible Costs and any necessary adjustments shall be paid in accordance with the provisions of this Agreement;
 - iv) In the event of any overpayment by the Ministry, discovered either during the term of this Agreement or pursuant to the final accounting, the Municipality shall reimburse the Ministry in the amount(s) of such overpayment upon demand in writing by the Ministry.

7. PROJECT REVIEW COMMITTEE

The Municipality and the Ministry shall establish a Committee to be known as the "Project Review Committee" within two months of the date of the approval of the Redevelopment Plan by the Minister. The Project Review Committee shall consist of two members appointed from time to time, of which one member shall be a municipal staff member appointed by the Municipality and one

member shall be a person appointed by the Ministry. The Project Review Committee shall function under the following provisions:

- a) The member appointed by the Municipality shall act as chairman of the Project Review Committee;
- b) Each member may from time to time invite each other person or persons to attend meetings and to give advice to the Committee as may be deemed necessary;
- c) The Project Review Committee shall from time to time:
 - i) review the progress of the implementation of the Redevelopment Plan;
 - ii) review the proposed revisions to the Redevelopment Plan to ensure the eligibility of the new projects under the Program;
 - iii) review the semi-annual progress reports;
- d) The Chairman shall be responsible for keeping minutes of the meetings;
- e) The Project Review Committee shall decide the form and content, circulation, number of copies and other details of the minutes and the procedure of the Project Review Committee;
- f) The first meeting of the Project Review Committee shall take place no later than one month following its establishment. Thereafter the Project Review Committee shall meet no less frequently than once every six months, but shall have the right to hold additional meetings as deemed necessary;

g) The Project Review Committee shall cease to exist upon the Final Completion Date or upon the completion of the Project, whichever occurs first.

8. PROCEDURES

The Municipality shall comply with the procedures for the Program, as established by the Ministry from time to time, and which are incorporated by reference in this Agreement, and shall submit Accounts and semi-annual progress reports in the forms established by the Ministry.

9. RECORDS

The Municipality shall retain and preserve all documents, vouchers, records and accounts that relate to the work and services done under the Project for a period of seven (7) years from the Final Completion Date.

10. ACCESS TO RECORDS

The Municipality shall permit access to such of its records and accounts as are relevant to anything done under or relating to this Agreement by duly authorized representatives of the Ministry.

11. PUBLIC TENDER

The Municipality shall let any contract relating to the implementation of the Project by public tender unless the Minister in writing waives this requirement.

12. PUBLISHING

The Minister and the Ministry, without any obligation to make any payment to the Municipality or any third party, may print, publish or otherwise reproduce in whole or in part any report, plan, document or other

material prepared for the Project and may distribute any of the same to any person, persons, corporations, firms or associations or otherwise use same in any manner which they may determine in their absolute discretion and the Municipality shall so provide in all its contracts with third parties relating to the Project.

13. INDEMNIFICATION

The Municipality at all times shall indemnify and save harmless the Minister and the Ministry from any claim or suit to which they or either of them may be subjected and which may arise as a result of the Project being undertaken or the publication of material pursuant to Paragraph 12 or for any other reason relating to this Agreement.

14. SCHEDULES

Schedules "A", "B" and "C" hereto and all provisions contained therein shall be, and they are hereby, made part of this Agreement.

15. NO INDUCEMENT OR COLLATERAL AGREEMENTS

This Agreement including the recitals, schedules and any other documents incorporated by reference herein comprise the whole of the Agreement between the Parties and there are no collateral terms or conditions thereof which are not so contained or incorporated. No representations or inducements have been made or given to the Municipality which could give cause for non-performance or rescission of this Agreement or any portion thereof by the Municipality.

16. AMENDMENTS

Any amendment to this Agreement shall not be binding unless it is acknowledged in writing by both the

Municipality and the Minister or Ministry, whichever is appropriate.

17. NOTICES

Any notices which may be given under the provisions of this Agreement shall be sufficiently given if mailed by registered mail postage prepaid and in the case of the Ministry or the Minister addressed to the Director, Community Renewal Branch, Ministry of Municipal Affairs and Housing, 3rd Floor, 56 Wellesley Street West, Toronto, Ontario, M7A 2K4, and in the case of the Municipality addressed to it to the Corporation of the Township of Wollaston Attention: The Clerk, or at such other address as the Parties may from time to time advise by notice in writing. Any notice so mailed shall be deemed conclusively to have been given on the second weekday following the day of mailing.

18. INTERPRETATION

Wherever the singular and masculine are used in this Agreement, the same shall be construed as meaning the plural, feminine or neuter where the context so requires.

19. HEADINGS

Paragraph headings are for ease of reference only and do not form part of this Agreement.

20. PARTIES

This Agreement shall be binding upon and enure to the benefit of the Parties hereto, their successors and assigns.

IN WITNESS THEREOF this Agreement has been executed by
the Parties hereto.

THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING
For the Province of Ontario

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

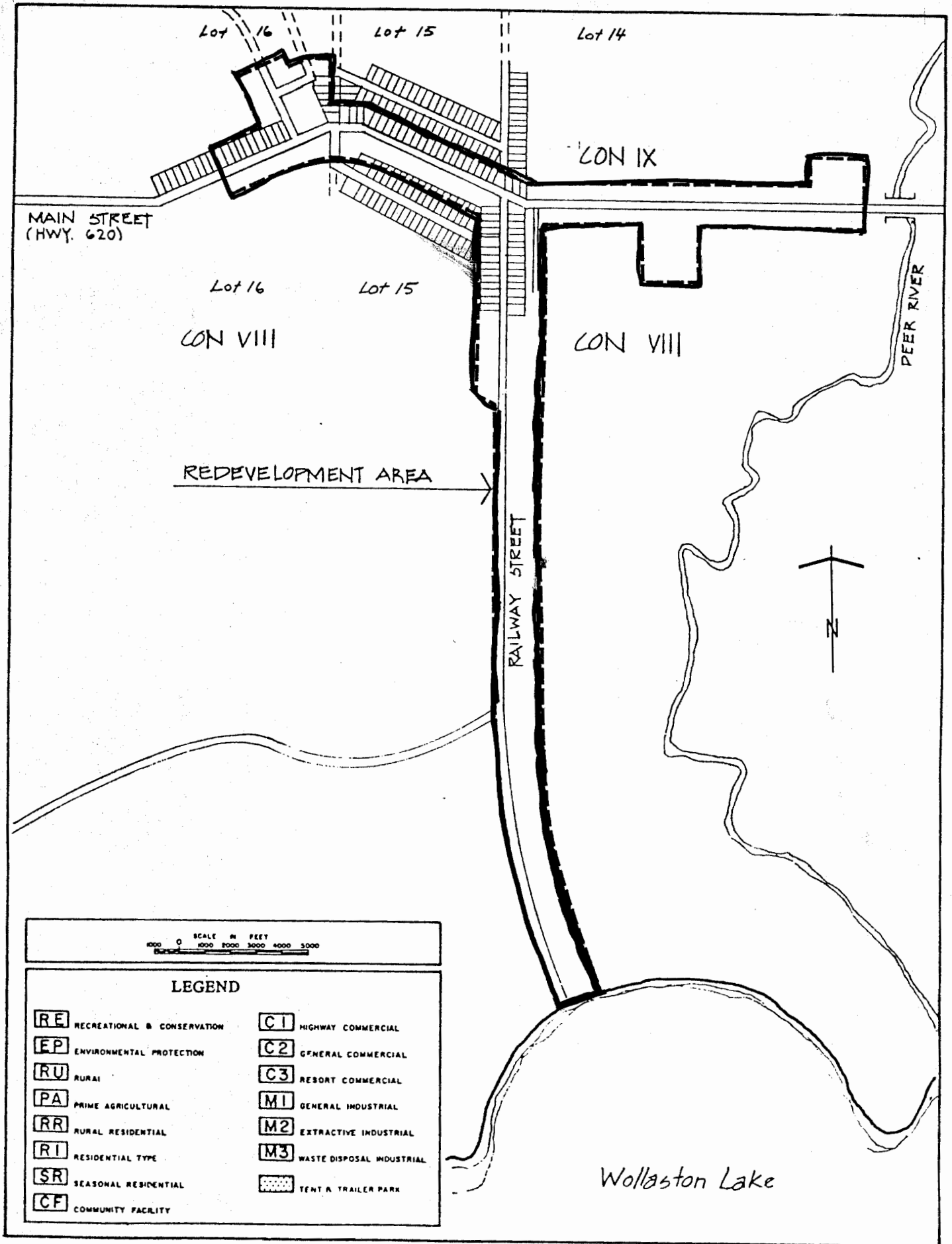
Betty Wilson *A. Hunter*

SCHEDULES

- A - Map of Redevelopment Area
- B - Cost Estimates
- C - Estimates of Cash Flow

SCHEDULE 'A'

ATTACHED TO AND
FORMING PART OF BYLAW No. 1-83



TOWNSHIP OF WOLLASTON
HAMLET OF COE HILL O.N.I.P.
REDEVELOPMENT AREA.

B.W.
C.H.S.

SCHEDULE "B"

COST ESTIMATES

COMMUNITY CENTRE

Total Community Centre cost is	\$200,000	
ONIP/Township (50/50)	90,000	-
Therefore, ONIP share		\$ 45,000
\$200,000- 445,000= difference	155,000	
Community Recreation Centres Act (CRCA) @ 25%		38,750
\$155,000 - \$38,750 = difference	116,250	
Wintario @ 50%		58,125
Hastings County School Board		<u>58,125</u>
Project Total		\$200 ,000

The Township's share (i.e. \$45,000) to match O.N.I.P. is considered part of the \$58,125 being requested of the Hastings County Board of Education.

RAILWAY STREET RECONSTRUCTION

A 22 foot wide asphalt roadway with 4 foot wide granular shoulders.
Estimated cost for reconstruction \$120,000

SIDEWALKS WITHIN HAMLET OF COE HILL

Estimated cost to install proposed sidewalks \$20,000

B. W.
A.S.

SCHEDULE "C"

ONIP PROJECT IMPLEMENTATION TIMETABLE & ESTIMATE OF CASH FLOW (\$000)

YEAR/ QUARTER	1983				1984				1985				1986				PROJECT COST
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	
1. COMMUNITY CENTRE			60	20								10					\$ 90,000
2. RAILWAY STREET IMPROVEMENTS						60	60										\$120,000
3. SIDEWALK RECONSTRUCTION											20						\$ 20,000
ADMINISTRATION			2.7	0.9		2.6	2.6				0.8	0.4					\$ 10,000
TOTAL CASH FLOW			62.7	20.9		62.6	62.6				20.8	10.4					\$240,000

* 1. Jan. 1 - Mar. 31 3. July 1 - Sept. 30
 2. Apr. 1 - June 30 4. Oct. 1 - Dec. 31

TOWNSHIP OF WOLLASTON, COE HILL - ONIP

