

Town of Pelham Community Improvement
Project Area Implementation Agreement - PRIDE

THIS AGREEMENT made in duplicate this 1st day of June 1990

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, AS
REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS

(hereinafter called the "Minister")

OF THE FIRST PART

- and -

THE CORPORATION OF THE Town of Pelham

(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Municipality is entitled to apply for a 50% contribution under the Ontario Program for Renewal, Improvement, Development and Economic Revitalization (PRIDE), of the Ministry of Municipal Affairs;

AND WHEREAS the Municipality has satisfied certain pre-requisites for such contribution as follows:

- a) Pursuant to Section 28(2) of the Planning Act, S.O. 1983; Ch. 1, the Municipality, by By-law No. 1321(1990) has designated as a community improvement project area that area shown outlined in red

on the map attached as Schedule "A", hereinafter called the "Area",

- b) Pursuant to Section 28(4) of the Planning Act, S.O. 1983, Ch. 1, the Municipality, with the approval of the Minister or the Ontario Municipal Board, as the case may be, has adopted a community improvement plan for the Area, hereinafter called the "Community Improvement Plan",
- c) The Municipality has made written application to the Minister for financial assistance, by way of such contribution, to assist in the improvement of the Area in accordance with the Community Improvement Plan, including the costs for the preparation of the Community Improvement Plan incurred after the date of approval of the allocation of funds by the Minister to the Municipality under the aforesaid Program;

AND WHEREAS pursuant to Section 30 of the Planning Act, S.O. 1983, Ch. 1, the Minister, subject to the terms and covenants of this Agreement and subject to the approval of the Lieutenant Governor-in-Council, has agreed to make contribution to the Municipality of up to 50% of the Actual Costs, as hereinafter defined.

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

1. DEFINITIONS

In this Agreement:

- a) "Accounts" means such invoices, billings, statements, accounts and related documentation required by the Ministry

to satisfy it as to the amount or amounts of Actual Costs;

- b) "Actual Costs" means the costs incurred and paid by the Municipality for the work and services itemized in Schedule "B" attached hereto;
- c) "Estimated Costs" means the detailed estimates of eligible costs for the work and services itemized in Schedule "B";
- d) "Ministry" means the Ministry of Municipal Affairs for the Province of Ontario, its successors and assigns;
- e) "Program" means the Ontario Program for Renewal, Improvement, Development and Economic Revitalization (PRIDE);
- f) "Project" means the work and services itemized in Schedule "B" and shown on the map attached as Schedule "C".

2. COMPLETION DATES

The Municipality shall:

- a) Complete that portion of the implementation of the Project to which the first 33% of the Actual Costs apply and shall submit to the Ministry all Accounts in relation thereto not later than the 31st day of Dec. 1990 , being the First Completion Date;
- b) Complete that portion of the implementation of the Project to which the second 33% of the Actual Costs apply and shall submit to the Ministry all Accounts in relation thereto not later than the 31st day of Dec. 1991 , being the Second

Completion Date;

- c) Complete the balance of the Project and submit to the Ministry all Accounts in relation thereto not later than the 31st day of Dec. 1992, being the Final Completion Date.

3. MINISTRY CONTRIBUTION

- a) The Ministry's contribution will be by payments to the Municipality of funds totalling 50% of the Actual Costs accepted by the Ministry, up to a maximum total amount of \$100,000 . This amount is an upset limit and will 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 covenants contained in this Agreement.
- (c) The Ministry, in its sole discretion, may reduce the amount of its contribution in the event that the Municipality fails to complete the implementation of the Project, or any portion thereof, within the times set out in clauses 2a),

2b) or 2c), or fails to submit Accounts acceptable to the Ministry, in the percentages and within the times set out in clauses 2a), 2b) or 2c); provided that the amount or amounts of any such reduction, in the Ministry's sole discretion, will be equal to or less than 50% of the Estimated Costs for the relevant work or services not implemented or for which acceptable Accounts have not been submitted.

4. ACCOUNTS AND PAYMENTS

- a) The Municipality shall submit Accounts to the Ministry not less frequently than quarter-yearly, with the first submission to be made not later than three months after the date of this Agreement first above written;
- b) Subject to satisfactory review of Accounts by the Ministry, the Ministry will make payments of funds in accordance with and subject to the following provisions:
 - i) All payments from the Ministry to the Municipality will be made within 30 days of receipt from the Municipality of acceptable Accounts;
 - ii) After completion or other finalization of the Project, the Ministry may undertake a final accounting and audit of the Actual Costs and appropriate adjustments, in accordance with the Estimated Costs, will be made by the Parties. Any overpayment by the Ministry, discovered at any time, shall be refunded expeditiously by the Municipality to the Ministry after demand in writing by the Ministry.

5. PROJECT REVIEW COMMITTEE

The Municipality and the Ministry shall establish a Committee to be known as the "Project Review Committee". The Project Review Committee shall consist of two members appointed from time to time. One member will be a municipal staff member appointed by the Municipality and one member will be a person appointed by the Ministry. The Project Review Committee will function under the following provisions:

- a) The Project Review Committee will, from time to time, review the progress of the implementation of the Project and any revisions thereto;
- b) The first meeting of the Project Review Committee shall take place as soon as mutually convenient following its establishment. Thereafter, the Project Review Committee will meet as often as the Municipality and the Ministry deem necessary;
- c) The Project Review Committee will cease to exist upon the completion of the Project.

6. PROCEDURES

The Municipality shall comply with the procedures for the Program, as established by the Ministry from time to time and hereby incorporated by reference in this Agreement, and shall submit Accounts in the format and by the method established by the Ministry.

7. SEPARATE FINANCIAL RECORDS

The Municipality shall keep separate financial accounts and records for Actual Costs and for contribution funds received from the Ministry pursuant to this Agreement.

8. RECORDS

The Municipality shall retain and preserve all documents, contracts, 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.

9. ACCESS TO RECORDS

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

10. PUBLIC TENDER

The Municipality shall let all contracts relating to the implementation of the Project by public tender unless the Ministry, in writing, waives this requirement.

11. PUBLISHING

The Minister or the Ministry, without any obligation to make 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.

12. 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 11 or for any other reason relating to this Agreement.

13. PROJECT SIGN

The Municipality agrees to install a Project sign in a conspicuous and visually unobstructed location within the Project area. The installation of the Project sign shall be carried out at such time and in the form, and according to specifications, as prescribed by the Ministry. The Municipality shall maintain the Project sign in good condition until the Project is fully implemented, at which time it may be removed. The cost of the Project sign shall be deemed to be an Actual Cost so as to qualify for Ministry contribution.

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

An 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 Manager, Regional Office, Field Management Branch

and in the case of the Municipality, addressed to the Clerk of the Municipality, 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

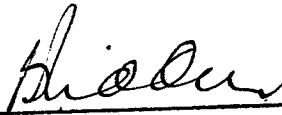
Paragraph headings are for ease of reference only and do not form part of this Agreement.

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.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, AS
REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS



Brian Douglas Riddell
Assistant Deputy Minister
Municipal Operations Division

THE CORPORATION OF THE TOWN OF PELHAM



MAYOR



CLERK

SCHEDULES

- A - Map of Community Improvement Project Area
- B - Estimated Costs
- C - Map of Project Components