

THIS AGREEMENT made in duplicate this 5<sup>th</sup> day of JAN 1993

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 has satisfied certain pre-requisites for contribution under jobsOntario Community Action Transition Year Capital Program as follows:

- a) Under subsection 28(2) of the Planning Act, R.S.O. 1990, the Municipality, by By-law No. 1589(1993) 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", and
- b) Under subsection 28(4) of the Planning Act, R.S.O. 1990, 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".

AND WHEREAS under Section 30 of the Planning Act, R.S.O. 1990, the Minister, subject to the terms and covenants of this Agreement, has agreed to contribute to the Municipality up to 33 % of the Actual Costs, as defined in this Agreement.

The Parties promise and agree with each 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, including any money held back by the Municipality under the Construction Lien Act, R.S.O. 1990, 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 jobsOntario Community Action Transition Year Capital Program;
- f) "Project" means the work and services itemized in Schedule "B" and shown on the map attached as Schedule "C".

## 2. COMPLETION OF THE PROJECT

The Municipality shall complete the Project and submit a final claim and Accounts to the Ministry no later than March 31, 1994.

## 3. PROVINCIAL CONTRIBUTION

- a) The Province's contribution will be 33 % of the Actual Costs accepted by the Ministry, up to a maximum total amount of \$33,333.00 which amount is an upset limit that will not be increased in any event.
- b) The Ministry, in its sole discretion, may reduce the amount of its contribution if the Municipality fails to complete the implementation of the Project or fails to submit a final claim acceptable to the Ministry on or before March 31, 1994. The amount of the reduction will be 33 % of the Estimated Costs for the relevant work or services not implemented or for which an acceptable final claim has not been submitted.

## 4. PAYMENT

- a) Payments will be made during the term of the Project. The first payment will be released subject to the execution of this Agreement upon the completion of a minimum of 50% of the Project and the submission by the Municipality to the Ministry of a claim for the Province's contribution for that amount.

- b) Despite clause (a), the Ministry may, at its sole discretion, process claims where less than half of the Project has been completed.
- c) The final payment will be released upon the submission by the Municipality of a final claim for the balance of the Project. The final claim shall be submitted no later than March 31, 1994.
- d) 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 Province, discovered at any time, shall be refunded expeditiously by the Municipality after receiving a written demand from the Ministry.

#### 5. PROJECT SIGN

- a) 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 the specifications, as prescribed by the Ministry. The Municipality shall maintain the Project sign in good condition and shall remove the Project sign no sooner than June 30, 1994.
- b) The Project sign will be ordered and supplied by the Province of Ontario at the Province's expense. The cost incurred by the Municipality for the installation of the Project sign shall be deemed to be an Actual Cost so as to qualify for Ministry contributions.

#### 6. PROCEDURES

The Municipality shall comply with the procedures for the Program established by the Ministry from time to time which are hereby incorporated by reference in this Agreement, and shall submit claims and Accounts in the forms and by the methods required and established by the Ministry.

#### 7. SEPARATE FINANCIAL RECORDS

The Municipality shall keep separate financial accounts and records for Actual Costs and for contributions received from the Ministry.

8. RECORDS RETENTION

The Municipality shall retain and preserve all documents, contracts, records and Accounts that relate to the work and services done pursuant to the Project for a period of seven (7) years from March 31, 1994.

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 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 12 or for any other reason relating to this Agreement.

13. SCHEDULES

Schedules "A", "B" and "C" attached hereto are part of this Agreement.

14. 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.

15. AMENDMENTS

An amendment to this Agreement shall not be binding unless it is acknowledged in writing by both the Municipality and the Minister, whichever is appropriate.

16. 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, Field Management Branch, Ministry of Municipal Affairs, 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.

17. TIME OF ESSENCE

Time is of the essence in this Agreement.

18. 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,

*Hadwin*

Per the Minister's delegate,  
Brian Douglas Riddell  
Assistant Deputy Minister  
Municipal Operations Division

THE CORPORATION OF THE

TOWN OF PELHAM

*Had Collins*

*Mary Hallett*

SCHEDULES

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