

THIS AGREEMENT made as of the 27th day of Feb. , 1984

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the
Minister of Citizenship and Culture
for the Province of Ontario,

(hereinafter called the "Ministry")

OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWN
OF PELHAM

(hereinafter called the "Municipality")

OF THE SECOND PART.

WHEREAS the Ministry wishes to contribute financially to
the conservation of buildings of historical or architectural significance in the
Province of Ontario;

AND WHEREAS the Municipality desires to aid the Ministry
in furthering the above-mentioned goal;

AND WHEREAS the Ministry has established the Designated
Property Grants Program (hereinafter referred to as the "Program") of the Building
Rehabilitation and Improvement Campaign, the purpose of which is to reimburse
municipalities for certain grants made under the authority of sections 39 or 45 of
the Ontario Heritage Act, R.S.O. 1980, c. 337;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in
consideration of the premises and covenants contained herein, the parties agree as
follows:

1.0 INTERPRETATION

1.1 "Eligible Property" means land within the Municipality which:

- (a) is owned or occupied by the applicant; and
- (b) is designated property under either Part IV or Part V of the Ontario Heritage Act; and
- (c) is property which has not previously been the subject of a grant under this Agreement within the calendar year in which the application is made.

1.2 An "eligible project" is a project as defined in the Designated Property Grants Program Guidelines, as provided from time to time by the Ministry.

Where there is any dispute between the Ministry and the Municipality as to whether a project is an eligible project, the decision of the Ministry is final and binding on the parties.

1.3 "Expenses" means legitimate costs incurred in the course of the eligible project but does not include the value represented by voluntary contributions of time, labour, materials or other such things.

1.4 For the purposes of administering the Program, the Municipality shall refer to the Designated Property Grants Program Guidelines, but in the event of a conflict between a term of this Agreement and the Program Guidelines, the provisions of this Agreement shall govern.

2.0 GENERAL

2.1 Upon compliance by the Municipality with the terms of this Agreement, the Ministry hereby agrees to pay the Municipality the amount determined in paragraph 6.1.

2.2 The Municipality hereby agrees to abide by the terms of this

Agreement and perform the duties mentioned herein in good faith and in a professional manner.

3.0 APPLICATIONS

3.1 The Municipality shall, upon the request of an owner of land within the Municipality or of a tenant of land acting with the written consent of the owner, provide and process applications for grants in respect of eligible properties.

3.2 An application provided under paragraph 3.1 shall be in a form substantially similar to that attached as Appendix "A" to this Agreement.

4.0 PROCESSING OF APPLICATIONS

4.1 The Municipality will process all applications received by the Municipality within a reasonable time.

4.2 Where the Municipality has appointed a Local Architectural Conservation Advisory Committee under section 28 of the Ontario Heritage Act, the Municipality shall refer all applications to the Local Architectural Conservation Advisory Committee for comments and a recommendation.

4.3 A recommendation of a Local Architectural Conservation Advisory Committee made under subparagraph 4.2 is not binding on the Municipality.

4.4 The council of the Municipality, or a committee of council, shall dispose of every application received under this Program and may approve an application only if,

- (a) the application is made in respect of an eligible property;
- (b) the application is made in respect of an eligible project;

- (c) the application is supported by such photographs, sketches, blueprints, plans or other documentation as the council requires to judge the merits of the application; and
- (d) the application is made in respect of a project which has not yet been commenced.

4.5 The council of the Municipality or the committee of council shall not approve any application that does not meet the requirements listed in paragraph 4.4.

4.6 An approval granted under paragraph 4.4 may be qualified by limiting the amount of the grant payable in respect of the eligible project.

5.0 PAYMENT OF GRANT BY MUNICIPALITY

5.1 Subject to paragraphs 5.2 and 5.3, where the Municipality has inspected a project and is satisfied that it has been completed in a satisfactory manner, and where a claim for the payment of a grant has been submitted by the applicant, the Municipality may pay to the applicant any amount it deems reasonable, but the Province will reimburse the Municipality only the amount stipulated in paragraph 6.1.

5.2 No payment shall be made under paragraph 5.1 unless the claim for such payment is accompanied by invoices for expenses.

5.3 No payment shall be made under paragraph 5.1 unless the Municipality is satisfied that the application, the project and the claim for expenses are in conformity with this Agreement.

6.0 REIMBURSEMENT BY THE MINISTRY

6.1 Where the Ministry is satisfied that the Municipality has processed an application and made a grant in accordance with this Agreement, it shall reimburse the Municipality an amount equal to the lesser of:

- (a) the amount of the applicant's claim to a maximum of 50% of the total amount of the invoices submitted under paragraph 5.2, or
- (b) \$2,000.00,

together with 10% of the amount to offset the administrative costs of the Municipality.

6.2 No reimbursement shall be made under paragraph 6.1 in respect of a project unless,

- (a) the Municipality has complied with each and every provision of this Agreement with respect to that project; and
- (b) the Municipality has completed and submitted claim Forms 'A' and 'B' attached hereto as Appendices 'B' and 'C' respectively, or forms that are substantially similar thereto, in respect of that project; and
- (c) the Municipality has submitted a colour photograph accurately depicting the completed project.

6.3 Notwithstanding paragraph 6.2 the Ministry may, in its absolute discretion, reimburse the Municipality where it considers that such reimbursement would be in keeping with the objectives of the Building Rehabilitation and Improvement Campaign.

6.4 A reimbursement made under paragraph 6.3 shall not exceed the amount the Municipality would have received but for its non-compliance with this Agreement.

6.5 Claims by the Municipality for reimbursement may be submitted to the Ministry in January and July only of each year.

6.6 The Ministry will endeavour to make payments to the Municipality within 90 days of receipt by the Ministry of the completed claims.

6.7 All reimbursement is subject to the availability of funds in the Program, and the Ministry reserves the right to make a pro rata distribution of available funds to Municipalities based on claims submitted.

7.0 ACCOUNTING

7.1 The Municipality agrees to keep and maintain all records, invoices and other documents relating to the Building Rehabilitation and Improvement Campaign in a manner consistent with generally accepted accounting principles and clerical practices.

7.2 The Municipality agrees that the Ministry and its agents have the right, at any reasonable time, to inspect any documents in the possession of or under the control of the Municipality and which relate to the Building Rehabilitation and Improvement Campaign.

7.3 The right of inspection under paragraph 7.2 includes the right to perform a full or partial audit.

8.0 PUBLICITY

8.1 The Municipality agrees to publicize the availability of grants under this Agreement.

8.2 Publicity by the Municipality pursuant to paragraph 8.1 shall refer to the grant as one made pursuant to the Building Rehabilitation and Improvement Campaign, which will be identified as a provincially funded program.

9.0 TERMINATION

9.1 This Agreement will terminate on December 31, 1986, unless terminated earlier pursuant to paragraph 9.2.

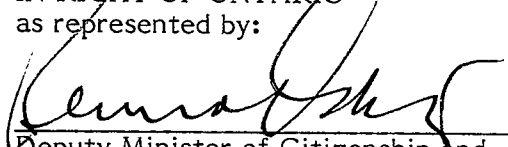
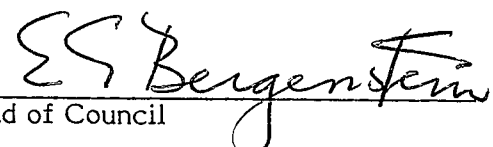
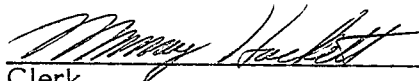
9.2 This Agreement may be terminated by either party upon two months notice in writing being given to the other party.

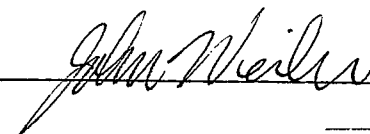

9.3 Any application made by the Municipality on behalf of applicants during the term of this Agreement but not fully processed as set forth in this Agreement prior to the termination of this Agreement shall be fully processed as if this Agreement were still in force, provided that such claim is received by the Ministry prior to January 31st, 1988.

9.4 Notwithstanding paragraph 9.3, no payment will be made by the Ministry after March 31, 1988.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

) HER MAJESTY THE QUEEN
) IN RIGHT OF ONTARIO
) as represented by:
) 
) Deputy Minister of Citizenship and
) Culture for the Province
) of Ontario, pursuant to delegated
) authority
)
)
) THE CORPORATION OF THE TOWN
) OF PELHAM
)
) Per:
) 
) Head of Council
)
) 
) Clerk

Approved for signature of the Minister
of Citizenship and Culture by:  

Building Rehabilitation and
Improvement Campaign (BRIC)
Application for a Designated Property Grant

To be completed by applicant and returned to Municipal Clerk.

Note: In order to be eligible for this grant, properties must be designated under The Ontario Heritage Act, 1974.

1. Applicant

Name	Telephone (include area code)
Address	
Postal Code	

2. Property for which application is being made

3. Under which part of The Ontario Heritage Act, 1974 is the property designated?

☐ Part IV ☐ Part V

4. Have you previously received a Designated Property Grant for this property?

<input type="checkbox"/> Yes <input type="checkbox"/> No	(If "Yes", give date and amount.)	Date	Amount
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5. Provide a description of the project proposal and cost breakdown. Enclose necessary drawings and/or photos.

Description	Cost

6. List other sources and amounts of funding requested for project

Federal		Amount \$
Provincial		\$
Municipal		\$

I certify that to the best of my knowledge the information provided in this application for a Designated Property Grant is accurate and complete.

Applicant	Date
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Designated Property Grants Claim Form "A" Individual Projects

APPENDIX B

Municipality

1. Background

2. Property Address

		2. Property Address	
	Day	Month	Year
Application Received			
Council Approved			
Project Completion			
Grant Payment			

3. Provide a brief project description and list eligible costs

[illegible]

4. Amount of Grant paid (to a maximum of \$2,000)

\$

5. Comments

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

6. Attachments

- (a) Copy of by-law designating property to which grant has been paid;
(b) Photo(s) of completed project.

Designated Property Grants Claim Form "B" Summary List

1. Address	2. Total Eligible Cost	3. Total Grant Paid
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I certify that to the best of my knowledge, the information provided is accurate and complete and that the Designated Property Grant funds were spent in accordance with the terms and conditions of the legal agreement between the Ministry of Citizenship and Culture and the municipality.

Municipal Clerk

Municipality

Date	
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21-410 (03/82)