

MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING

MUNICIPAL ACTION '85 AGREEMENT

THIS AGREEMENT made in triplicate this 20 day of February , 1984.

BETWEEN:

HER MAJESTY THE QUEEN, in right of
the Province of Ontario as
represented by the Minister of
Municipal Affairs and Housing,
hereinafter referred to as the
"Province",

OF THE FIRST PART,

AND:

Town of Pelham, hereinafter
referred to as the "Municipality",

OF THE SECOND PART.

WITNESSES THAT

WHEREAS the Province wishes to assist Ontario municipalities under
its program "Municipal Action '85" by funding individual municipal
initiatives aimed at increasing productivity, improving cost
effectiveness, and refining staff expertise;

AND WHEREAS the Municipality wishes to participate in the program.

AND WHEREAS the Municipality by by-law No. 914 passed on the 20
day of February , 1984, has authorized the Mayor and
the Clerk of the said Municipality to execute this
Agreement on behalf of the Municipality;

NOW THEREFORE in consideration of the mutual covenants herein
contained the parties agree as follows:

1. The Municipality shall undertake or have undertaken the Project,
hereinafter referred to as the "Project" to install a management
information system, in accordance with Schedule "A" attached hereto
and forming part of this Agreement.
2. The Project shall be completed on/or before the 31st day of March,
1985, hereinafter referred to as "the completion date", unless
extended, up to a maximum period of six months, by mutual consent
of both parties. A penalty of 10% reimbursement of funds to the
Province may be imposed by the Province, if this condition is not
met.
3. (a) The Province agrees to contribute to the actual cost of the
Project, the sum of Nineteen Thousand Dollars (\$19,000.00).

(b) The Province may make a payment of Nineteen Thousand Dollars
(\$19,000.00) to the Municipality as soon as may conveniently
be done after the signing of this Agreement.

- (c) In the event that the Project is not undertaken, the Municipality agrees to return all monies advanced by the Province, in accordance with this section.
 - (d) In the further event that the Project although undertaken, terminates prematurely for any reason, including termination by the Province in accordance with section 9; the Province, taking into account all the appropriate circumstances, may determine, in its absolute discretion, that a portion of its payment to the Municipality shall be returned by the Municipality to the Province. The Municipality agrees to forthwith make such repayment to the Province.
4. The Municipality shall provide the Province with a statement certified by the Treasurer, setting out in such detail and in such form as the Province may direct, the Project costs incurred or paid by the Municipality in carrying out the Project. The Municipality shall also provide to the Province invoices and receipts regarding such costs, if so requested by the Province.
 5. The Province or its agents may attend any meeting related to the Project and to that purpose the Municipality shall advise the Province of the time and place of all meetings in sufficient time to facilitate attendance.
 6. The Municipality shall at all times permit all staff or agents of the Province to inspect any component of the Project. The Municipality shall also submit to the Province progress reports at such intervals as the Province may require.
 7. All data, working papers and other documents prepared for or by the Municipality in connection with this Project, including the documentation, manuals or reports provided for in Schedule "A", shall be and remain the sole property of the Municipality. However, the Province shall at all times, after the completion of the Project and in consultation with the Municipality, have the right to publish or otherwise disseminate any such documentation, manuals and reports, except for documentation, manuals or reports which the Municipality is prohibited by any agreement to which it is a party, from publishing or otherwise disseminating.
 8. The Municipality shall indemnify and save harmless the Province from and against all claims, actions, losses and expenses, costs or damages of every nature and kind whatsoever which may be occasioned as a result of the negligence of the Municipality or any consultant or agent retained by the Municipality in connection with the Project.
 9. The Province may at any time, by written notice of at least seven days to the Municipality, suspend or otherwise terminate this Agreement.
 10. Any notice herein provided for or given hereunder if given by the Province to the Municipality shall be sufficiently given if mailed to the Municipality by prepaid registered post addressed to it at:

Town of Pelham
P.O. Box 400
Pelham Town Square
FONTHILL, Ontario
L0S 1E0

11. Any notice herein provided for or given hereunder if given by the Municipality to the Province shall be sufficiently given if mailed to the Province by prepaid registered post addressed to:

Director or Acting Director
Municipal Management Policy Branch
Ministry of Municipal Affairs and Housing
11th Floor, 777 Bay Street
Toronto, Ontario
M5G 2E5

12. Any notice shall be deemed to have been given on the date of mailing. Either the Province or the Municipality may at any time give notice in writing to the other of any change of address of the party giving such notice and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of such notice thereafter.


IN WITNESS WHEREOF Mr. Alec Trafford, Director, Municipal Management Policy Branch, has, on behalf of the Minister of Municipal Affairs and Housing on behalf of the Province of Ontario hereunto set his hand, and Mr. Eric Bergenstein and Mr. Murray Hackett on behalf of the Municipality, have hereunder set their hands.


SIGNED, SEALED AND DELIVERED)
IN THE PRESENCE OF:)

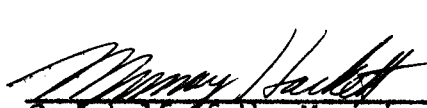
Witness

Witness

Witness


On behalf of the Minister of
Municipal Affairs and Housing


On behalf of the Municipality


On behalf of the Municipality