

# The Corporation of the Municipality of Brockton



## By-Law 2020-024

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### Being a By-Law to Amend the Agreement in Order to Participate in the Extension of Ontario's Main Street Revitalization Initiative

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**Whereas** the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its council;

**And Whereas** the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9; shall be exercised by By-Law;

**And Whereas** the Association of Municipalities of Ontario has granted an extension of the Ontario's Main Street Revitalization Initiative until October 31, 2020;

**And Whereas** the Municipality of Brockton wishes to extend the Agreement of participation in Ontario's Main Street Revitalization Initiative until October 31, 2020 to utilize funds;

**And Whereas** the Municipality acknowledges that Funds received through the Agreement must be invested in an interest bearing reserve account until the earliest of expenditure of October 31, 2020;

**Now Therefore** the Council of the Corporation of the Municipality of Brockton **Enacts as Follows:**

- 1.0 That the Council of the Corporation of the Municipality of Brockton hereby authorizes an extension to the agreement with the Association of Municipalities of Ontario for the transfer of funds to participate in Ontario's Main Street Revitalization Agreement as contained in the attached Schedule "A" to this By-Law.
- 2.0 That the Mayor and Clerk are hereby authorized to sign the extension of the agreement with the Association of Municipalities of Ontario.
- 3.0 That By-Law 2018-027 be hereby amended.
- 4.0 That this By-Law shall come into effect upon final passage.
- 5.0 This By-Law may be cited as the "Amend Main Street Revitalization Fund Agreement By-Law".

**Read, Enacted, Signed and Sealed this 10th day of March, 2020.**

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Mayor – Chris Peabody

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Clerk – Fiona Hamilton

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**AMENDMENT TO MUNICIPAL FUNDING AGREEMENT  
ONTARIO'S MAIN STREET REVITALIZATION INITIATIVE**

This Amendment

**BETWEEN:**

**Association of Municipalities of Ontario**

(referred to herein as "AMO")

**AND:**

**The Municipality of Brockton**

(a municipal corporation pursuant to the Municipal Act, 2001, referred to herein as the  
"Recipient")

**WHEREAS** AMO and the Recipient entered into an agreement with an Effective Date of April 1, 2018, to undertake activities under Ontario's Main Street Revitalization Initiative (hereafter the "Agreement"); and

**WHEREAS** the Parties now wish to amend the Agreement to, amongst other things, extend the Project Completion Date, and the Agreement's terms provide for its amendment under section 2.2.

**THEREFORE** the Parties agree to amend the Agreement through this amendment agreement (the "Amendment") as follows:

- (i) setting aside the definition of "Project Completion Date" in section 1.1 of the Agreement and replacing it with:

**"Project Completion Date"** means the Recipient must complete its Project under this Agreement by October 31, 2020.

- (ii) setting aside section 2.1 of the Agreement and replacing it with the following:

2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including October 31, 2020.

- (iii) setting aside section 6.7 of the Agreement and replacing it with the following:

6.7 **Funds advanced.** Funds transferred by AMO to the Recipient shall be expended by the Recipient in respect of Eligible Costs. AMO reserves the right to declare that Unspent Funds after October 31, 2020 become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.

- (iv) setting aside section 6.8 of the Agreement and replacing it with the following:

6.8 **Expenditure of Funds.** The Recipient shall expend all Funds by October 31, 2020.

(v) setting aside section 7.3 of the Agreement and replacing it with the following:

7.3 **Results Report.** The Recipient shall account in writing for results achieved by the Funds through a Results Report to be submitted to AMO by October 31, 2020. Specifically the Results Report shall report on all items listed in section 7.2 of this agreement up to the Project Completion Date and document performance measures achieved through the investments in Eligible Projects in the form described in Section 3 of Schedule D.

The Parties further agree that:

1. **Defined Terms.** Any capitalized term used in this Second Amendment, but not expressly defined herein, shall have the same meaning given to it in the Agreement.
2. **Agreement Continues.** The Parties acknowledge that the Agreement continues as a valid and binding agreement, subject only to the terms and conditions of this Amendment, and that all other terms and conditions of the Agreement still apply, the necessary changes having been made.
3. **Effective Date of Amended Terms and Conditions.** The terms and conditions within this Amendment affecting the Agreement are effective as of the date of AMO's signatures below.

**IN WITNESS WHEREOF,** AMO and the Recipient have respectively executed, sealed and delivered this Amendment as of the dates indicated below:

**The Municipality of Brockton**

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Chris Peabody  
Mayor

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Date:

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Fiona Hamilton  
Clerk

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Date:

**Association of Municipalities of Ontario**

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Brian Rosborough  
Executive Director

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Date:

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Afshin Majidi  
Director, Finance and Operations Centre

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Date: