

The Corporation of the Municipality of Brockton



By-Law 2021-038

Being a By-Law to Amend the Agreement With The Corporation of the Municipality of West-Grey and the Elmwood Community Centre Board for the Purpose of Financing the Kitchen Renovation at the Elmwood Community Centre.

Whereas The Council for The Corporation of the Municipality of Brockton deems it expedient to enter into an agreement with The Corporation of the Municipality of West-Grey and the Elmwood Community Centre Board with respect to the financing of the kitchen renovation at the Elmwood Community Centre;

And Whereas in accordance with Subsection 9 of the *Municipal Act, 2001* S.O. 2001, c. 32; whereby The Corporation of the Municipality of Brockton has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 The Amended Financing Agreement, which is attached as "Schedule A", between The Corporation of the Municipality of Brockton, The Corporation of the Municipality of West-Grey and the Elmwood Community Centre Board (the "**Financing Agreement**"), is hereby authorized and the terms of the funding arrangement with the Elmwood Community Centre Board and The Corporation of the Municipality of West-Grey provided for therein is hereby granted;
- 2.0 The Amended Financing Agreement forms and becomes part of this By-Law;
- 3.0 The execution by the Mayor and Clerk of the Financing Agreement and any other documents that may be required for the purpose of the financing arrangement described in Schedule "A" and the kitchen renovation at the Elmwood Community Centre is hereby authorized, ratified, and confirmed.
- 4.0 This By-Law shall come into full force and effect upon final passage.
- 5.0 This By-Law may be cited as the "Amend Elmwood Community Centre Kitchen Renovation Financing Agreement By-Law".

Read a First, Second and Third Time and Finally Passed this 23rd day of March, 2021.

Mayor – David Inglis

Clerk – Fiona Hamilton

SCHEDULE 'A' to BY-LAW 2021-038

FINANCING AGREEMENT

BETWEEN:

The Corporation of the Municipality of Brockton
100 Scott Street, Walkerton, Ontario N0G 2V0
(Hereinafter referred to as "Brockton")

Of the First Part

AND

The Corporation of the Municipality of West-Grey
402813 Grey Road 4, Durham, Ontario, N0G 1R0
(Hereinafter referred to as "West-Grey")

Of the Second Part

AND

The Elmwood Community Centre Board
(Hereinafter referred to as the "ECCB")

Of the Third Part

WHEREAS the Elmwood Community Centre land is owned by both Brockton and West-Grey such that Brockton and West Grey have entered into an Agreement to assign the management and operation of the Elmwood Community Centre and associated recreational facilities to the Joint Elmwood Community Centre Board (hereinafter referred to as the "ECCB");

AND WHEREAS the ECCB is comprised of appointed members that manage joint recreation programs and the operation of the Elmwood Community Centre building and associated facilities;

AND WHEREAS Brockton and the ECCB approved a renovation to the kitchen facilities in the Elmwood Community Centre building that is supported by West-Grey (the "Project")
that is now complete;

AND WHEREAS the ECCB raised funds to contribute to the capital improvements for the Project and the ECCB **provided** the initial financing for these capital improvements;

AND WHEREAS the ECCB has requested financing assistance from Brockton in the amount of fifty thousand dollars (\$50,000.00) to proceed with activities relating to the Project;

NOW THEREFORE the above-named parties agree to the following:

1. Brockton **shall provide a loan** in the amount of \$50,000.00 for the purpose of financing the expenses **remaining** from the **completion of the** Project (the "Loan").
2. The ECCB shall **continue to** fundraise for the Project and repay Brockton the Loan of \$50,000.00 in full by remitting payment in accordance with Schedule "B" hereto.
3. The ECCB may at any time remit payments to retire the Loan earlier.
4. In the event the ECCB cannot adhere to the repayment terms described above, the ECCB shall be required to present to Council and propose a resolution and request an extension for repayment of the outstanding balance of the Loan.
5. In the event the ECCB no longer has sufficient volunteers or fundraising efforts cease, both West Grey and Brockton will equally share the outstanding debt owed to Brockton.

6. The term of this Agreement shall begin at the time of signing and remain in full force and effect until repayment of the Loan has been completed in full.
7. Any notices to be sent by a party to this Agreement shall be sent to the following representatives:

Brockton

The Director of Community Services
100 Scott Street, Walkerton, ON N0G 2V0
(519) 881-2223 ext. 202

West-Grey

Manager of Parks, Recreation & Culture(519) 369-2200
ext. 240

ECCB

Dale Ahrens, Representative
(519) 374-4494

8. The ECCB shall report to Brockton and West-Grey as needed or when requested.
9. Brockton and West-Grey shall have final decision making power with respect to financial requests that may be made from time to time by the ECCB in relation to the Loan.
10. The ECCB shall keep all members informed of decisions and progress of the Project through emails and conference calls. The ECCB shall submit minutes of all ECCB meetings where the Loan is discussed to Brockton and West-Grey as soon as is reasonably practicable. The ECCB shall also submit all documents, information and financial records that Brockton or West-Grey may request from time to time to the staff person designated by either Brockton or West-Grey as the case may be.
11. Brockton and West-Grey jointly support the Loan and any additional funding that may be required and requested by the ECCB shall be shared equally between West-Grey and Brockton.
12. All the assets from the Project are the joint property of Brockton and West-Grey.
13. THAT this Agreement shall enure to and be binding upon the parties hereto, their successors and assigns, and shall not be revoked, altered or amended without the written consent of the participants.

THIS AGREEMENT made in duplicate on the ____th day of _____, 2021.

Signed and sealed on behalf of the
Corporation of the Municipality
of Brockton

Signed on behalf of the
Elmwood Community Centre Board

this ____ day of _____, 20__

this ____ day of _____ 20__

Chris Peabody, Mayor

Chair, Dale Ahrens

Fiona Hamilton, Clerk

Co-Chair, Ernie Falker

Signed and sealed on behalf of the
Corporation of the Municipality of West Grey

This ____ day of _____, 20__

Kevin Eccles, Mayor

Genevieve Scharback, Clerk