

**Corporation of the Municipality of West Grey**

**By-law Number 135 - 2018**

**Being,** A by-law to enter into a Financing Agreement respecting the Elmwood Community Centre, between the Municipality of Brockton, Elmwood Community Centre Board, and the Municipality of West Grey;

**Whereas,** the Municipal Act, S.O. 2001, Chapter 25, section 20, as amended, allows one or more municipalities to enter into an agreement to jointly provide for any matter which all of them have the power to provide within their boundaries;

**Now therefore the Council of the Corporation of the Municipality of West Grey hereby enacts as follows:**

1. That the Mayor and Clerk are hereby authorized to enter into a Financing Agreement respecting the Elmwood Community Centre, between the Municipality of Brockton, Elmwood Community Centre Board, and the Municipality of West Grey, attached as Schedule "A", hereto becomes part of this by-law.
2. That this by-law shall come into force and effect on the date of passing thereof.

Read a first and second time this 17<sup>th</sup> day of December, 2018.

Read a third time and finally passed this 17<sup>th</sup> day of December, 2018.

\_\_\_\_\_  
(Signed)  
Christine Robinson, Mayor

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(Signed)  
Mark Turner, Clerk

**SCHEDULE 'A' to BY-LAW 135-2018**

**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 have approved a renovation to the kitchen facilities in the Elmwood Community Centre building that is supported by West-Grey (the "Project")

AND WHEREAS the ECCB has raised funds to contribute to the capital improvements for the Project and the ECCB will invest the initial financing for these capital improvements;

AND WHEREAS the ECCB has requested bridge 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 obtain a debenture that shall not exceed the amount of \$50,000.00 for the purpose of financing expenses arising from the Project (the "Loan").
2. The ECCB shall raise funds for the Project and repay Brockton the Loan of \$50,000.00 in full by remitting annual payment(s) no later than the 10<sup>th</sup> December each year.
3. The ECCB shall make the annual payments on the Loan as per the repayment schedule which will be determined by Brockton once the debenture is finalized.
4. The ECCB may at any time remit payments to retire the Loan earlier.
5. 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.
6. 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.

7. Brockton shall assist the ECCB with fundraising for the Project by applying for grant funding, should Brockton staff determine the Project meets applicable criteria.
8. 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.
9. Any notices to be sent by a party to this Agreement shall be sent to the following representatives:

**Brockton**

Eric McDougall, Parks, Recreation and Facilities Supervisor  
 100 Scott Street, Walkerton, ON N0G 2V0  
 (519) 881-2223 ext. 202

**West-Grey**

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

**ECCB**

Dale Ahrens, Representative  
 (519) 374-4494

10. The ECCB shall report to Brockton and West-Grey as needed or when requested and will provide the organization and research needed to complete the Project.
11. The ECCB shall comply with Purchasing Policy and Procedures, disposal of Surplus Assets Policy and grant application process.
12. Brockton and West-Grey shall have final decision making power with respect to financial requests as may be made by the ECCB and the Project.
13. 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 Project or 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.
14. Any changes to the original plan proposed for the Project must be reviewed and approved by Brockton and West Grey staff and/or Council as Brockton and West Grey staff deems necessary or desirable in their sole discretion.
15. Brockton and West-Grey jointly support the Project and any additional funding that may be required and requested by the ECCB shall be shared equally between West-Grey and Brockton.
16. Once the Project is completed, all assets will be the joint property of Brockton and West-Grey.
17. THAT this Agreement shall inure 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      day of      , 2018.

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      , 2018

this      day of      , 2018.

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**David Inglis, Mayor**

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**Chair, Dale Ahrens**

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**Fiona Hamilton, Clerk**

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**Co-Chair, Ernie Falkiner**

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

this     day of     , 2018

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**Christine Robinson, Mayor**

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**Mark Turner, Clerk**