

THE CORPORATION OF THE MUNICIPALITY WEST GREY

BY - LAW NUMBER 15 - 2011

BEING, A By-law to enter into a Grant Agreement with Her Majesty The Queen in Right of Ontario as represented by the Minister of Municipal Affairs & Housing regarding payment of eligible public claims pursuant to the Ontario Disaster Relief Assistance Program (ODRAP);

WHEREAS, the Council of the Corporation of the Municipality of West Grey deems it expedient and in the best interests of its ratepayers to enter into said agreement;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOWS:

1. That the Mayor and CAO/Clerk are hereby authorized to execute the Grant Agreement with Her Majesty The Queen in Right of Ontario as represented by the Minister of Municipal Affairs & Housing regarding payment of eligible public claims pursuant to the Ontario Disaster Relief Assistance Program (ODRAP), attached as Schedule "A" to this by-law.
2. That this By-law shall be deemed to come into full force and effect on the date of its passing thereof.

READ a first and second time this 7th day of March, 2011.

READ a third time and finally passed this 7th day of March, 2011.

Mayor – Kevin Eccles

CAO – Christine Robinson

SCHEDULE “A” TO BY-LAW NUMBER 15 - 2011

MUNICIPALITY OF

***West
Grey***

**ONTARIO DISASTER RELIEF ASSISTANCE PROGRAM
(ODRAP) GRANT AGREEMENT**

GRANT AGREEMENT

THIS AGREEMENT (Agreement) made in triplicate as of the 7th day of March, 2011.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Municipal Affairs and Housing
(referred to as "the Ministry")

AND:

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY
(referred to as "the Municipality")

WHEREAS subsection 302(2) of the *Municipal Act, 2001* empowers the Minister, upon such conditions as may be considered advisable, to make grants and loans and provide other financial assistance to a municipality;

AND WHEREAS a tornado occurred in the Municipality on August 20, 2009;

AND WHEREAS the Ministry provided assistance to the Municipality for the cost of administering and providing assistance to the eligible claimants through the Ontario Disaster Relief Assistance Program (ODRAP) for eligible claimants who suffered losses due to the tornado;

AND WHEREAS the Municipality has asked the Ministry to provide it with additional assistance for two residents of the Municipality who suffered property losses related to the tornado, but who did not apply for or receive assistance under ODRAP;

AND WHEREAS the reporting requirements of this Agreement meet the intent of the Ontario Transfer Payment Accountability Directive;

NOW THEREFORE in consideration of their respective agreements set out below, the parties covenant and agree as follows:

ARTICLE 1 GRANT

1.01 The Ministry agrees to pay to the Municipality a grant of up to \$5,193.00 (Five Thousand One Hundred Ninety-Three Dollars).

ARTICLE 2 USE OF THE GRANT AND CONDITION

2.01 The Municipality acknowledges that the total amount of the grant received is to be used to provide assistance for two residents of the Municipality who suffered property damage to their house from the tornado, but who did not apply for or receive ODRAP assistance.

2.02 The Municipality further agrees that any grant received from the Ministry under the Agreement is subject to the following condition:

Upon signing this agreement and prior to any grant being paid under Article 1, the Municipality shall provide to the Ministry a by-law authorizing the execution of this Agreement and naming the signing officer.

ARTICLE 3 DISBURSEMENTS

3.01 The Ministry shall pay the grant of \$5193.00 to the Municipality as soon as possible after the signing of this Agreement.

ARTICLE 4 REPORTS

4.01 The Municipality shall submit to the Ministry, within 2 months of the date of execution of this Agreement a financial report detailing the expenditure of any grant received under the Agreement.

4.02 The financial report submitted shall be signed by the treasurer and include the treasurer's representation as to compliance by the Municipality with the Agreement.

ARTICLE 5 REPAYMENT

5.01 The Ministry may require the Municipality to repay to the Ministry any amount of grant received by the Municipality if used by the Municipality in contravention of the Agreement.

5.02 If the Municipality fails to repay any amount owing to the Ministry under the Agreement, including interest, the Municipality acknowledges and agrees that the Ministry or the Minister of Finance may deduct any unpaid amount from any money payable to the Municipality by the Province of Ontario, or may exercise any other remedies available to the Ministry or the Minister of Finance to collect the unpaid amounts.

5.03 The provisions of this article will survive the performance or termination of the Agreement.

ARTICLE 6 NOTICES

6.01 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the Ministry as follows:

The Ministry of Municipal Affairs and Housing
Municipal Services Office - West
659 Exeter Rd
London Ontario
N6E 1L3

Attention: Micheline Riopelle, Director

and to the Municipality as follows:

The Corporation of the Municipality of West Grey
402813 Grey Road 4, R.R.2,
Durham, Ontario N0G 1R0

Notices shall be deemed to have been given (a) in the case of postage-prepaid envelope, five (5) business days after such notice is mailed; or (b) in the case of personal delivery or facsimile, one (1) business day after such notice is received by the other party.

ARTICLE 7 GENERAL TERMS

7.01 The Municipality's Power to Enter into Agreement
The Municipality represents and warrants that it has the full right and power to enter into the Agreement and that it is not party to any other agreement that would in any way interfere with the rights of the Ministry under the Agreement. The parties both represent that their respective representatives have the authority to legally bind them.

7.02 The Municipality not a Partner or Agent
Nothing in the Agreement shall have the effect of creating a partnership or agency relationship between the Ministry and the Municipality.

7.03 Responsibility of The Municipality
The Municipality agrees that it is liable for the acts and omissions of its officers, employees, agents, partners, affiliates, volunteers and subcontractors. The Municipality shall be liable for all damages, costs, expenses, losses, claims or actions of any kind arising from any breach of the Agreement resulting from the actions of the above mentioned individuals and entities.

7.04 Agreement Binding
The Agreement shall operate to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

- 7.05 **Condonation Not a Waiver**
Any failure by the Ministry to insist in one or more instances upon strict performance by the Municipality of any of the terms or conditions of the Agreement shall not be construed as a waiver by the Ministry of its right to require strict performance of any such terms or conditions, and the obligations of the Municipality with respect to such performance shall continue in full force and effect.
- 7.06 **Changes By Written Amendment Only**
Any changes to the Agreement shall be by written amendment signed by the parties.
- 7.07 **Entire Agreement**
The Agreement embodies the entire agreement between the parties with regard to the matters addressed in the recitals to the Agreement and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution of the Agreement.
- 7.08 **Severability**
If any term or condition of the Agreement, is to any extent invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.
- 7.09 **Force Majeure**
Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control.
- 7.10 **Document Retention and Audit**
For six (6) years after the date upon which any amount paid under article 1 of the Agreement is fully expended, the Municipality shall maintain all necessary records to substantiate (a) all payments to the Municipality and all disbursements made by the Municipality under the Agreement and (b) that they were made in accordance with the Agreement and with requirements of law. For six (6) years after the date upon which any amount paid under article 1 of the Agreement is fully expended, the Municipality shall permit and assist the Ministry in conducting audits of the operations of the Municipality to verify (a) and (b) above. The Ministry shall provide the Municipality with at least ten (10) business days prior notice of its requirement for such audit. The Municipality's obligations under this paragraph shall survive any termination or expiry of the Agreement.

IN WITNESS WHEREOF the parties hereto have executed and affixed their seals to the Agreement.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Municipal Affairs and Housing

The Honourable Rick Bartolucci
Minister of Municipal Affairs and Housing
Date of Signature:

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

Signature
Name: Kevin Eccles
Title: Mayor
Date of Signature:

Witness
Name:
Date:

Signature
Name: Christine Robinson
Title: CAO
Date of Signature

Witness
Name:
Date:

