

## The Corporation of the Town of Grand Valley

### By-law 2021 - 66

**Being a By-law to authorize the execution of an Inter-Municipal Agreement for Operations of the Grand Valley and District Community Centre between the Town of Grand Valley, Township of Amaranth, and the Township of East Garafraxa.**

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**WHEREAS** Section 9 of the *Municipal Act, 2001*, S.O.2001 c.25 grants a municipality the capacity, rights, power and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**AND WHEREAS** it is deemed expedient that the Corporation of the Town of Grand Valley enter into an Inter-Municipal Agreement for Operations of the Grand Valley and District Community Centre with the Township of Amaranth and the Township of East Garafraxa;

**NOW THEREFORE** the Council of the Corporation of the Town of Grand Valley enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the Inter-Municipal Agreement for Operations of the Grand Valley and District Community Centre with the Township of Amaranth and the Township of East Garafraxa, in the same form or substantially the same form as the Inter-Municipal Agreement for Operations of the Grand Valley and District Community Centre as Schedule "A" to this By-law.
2. This By-law comes into full force and effect on the date it is enacted.

By-law read a first and second and third time and passed this 12<sup>th</sup> day of October 2021.



Steve Solomon, Mayor



Meghan Townsend, CAO/Clerk-Treasurer

**Inter-Municipal Agreement for Operations of  
the Grand Valley and District Community Centre**

THIS AGREEMENT made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**BETWEEN**

The Corporation of the Town of Grand Valley (hereinafter referred to as the Party of the First Part)

AND

The Corporation of the Township of Amaranth, The Corporation of the Township of East Garafraxa (hereinafter referred to as the Parties of the Second Part).

**WHEREAS** the Party of the First Part is the owner of lands described as Part of the East Part of Lot 30, Concession 3, in the Town of Grand Valley and known municipally as 90 Main Street North, on which is situated a Community Centre comprised of an arena and auditorium, and is desirous of continuing its operation to the benefit of the above Parties under the provisions of the *Community Recreation Centres Act*;

**NOW THEREFORE this agreement witnesses that in consideration of the mutual covenants, herein contained, the Parties hereto covenant and agree as follows:**

- 1) The Community Centre, known as the Grand Valley and District Community Centre, has been established and maintained under the provisions of the *Community Recreation Centres Act* and is jointly used by the residents of the municipalities of the Parties hereto.
- 2) Management of the Community Centre:
  - a. The said Community Centre shall be managed by a Board of Directors, hereinafter called the Board, to be known as the Grand Valley and District Community Centre Management Board, to be appointed by Council and will hold office for a term concurrent with the term of Council and will be composed as follows:
    - i) From the Party of the First Part: 4 members (2 shall be Councillors)
    - ii) From the Party of the Second Part: 2 members from each (1 from each shall be a Councillor)
  - b. Confirmation of the appointments to the Board shall be indicated by a certified copy of a resolution being delivered to the Secretary of the Board from all Parties hereto.
- 3) Operating and Maintenance Deficits:
  - a. All operating and/or maintenance deficits of the Community Centre, in any given year, as established by the Annual Audit and included in the ensuing year's Community Centre Budget, shall have percentage sharing, and that percentage sharing will be in accordance with the total assessment in the area defined in the Grand Valley and District Fire Department Fire Areas for each Municipality.
  - b. The sharing rates shall be adjusted annually to reflect the new assessments following the Audit and at the time of the approval of the new year's budget for operating and maintenance expenses. The assessment totals shall be confirmed to the Secretary of the Board by all of the Parties hereto.
  - c. The Parties hereto agree to pay their respective shares of the budget on the following basis:
    - i. Monthly payments from January to May based on the previous year's budget.
    - ii. June payment calculated at fifty per cent (50%) of the approved budget less previous payments made from January to May.
    - iii. July to December equal monthly payments based on fifty percent (50%) of the approved budget.
- 4) The Parties hereto agree that the manager of the Community Centre shall be the Recreation Facilities Manager of the Party of the First Part, and that this Manager shall

report to the Board for all matters pertaining to activities on the Community Centre lands and facilities. The salary of the Manager pertaining to managing the activities of the Community Centre shall be reimbursed to the Party of the First Part upon receipt of requests for reimbursement.

a. Such reimbursement shall be in accordance with the annual cost of living increase established for the Town of Grand Valley and any step increases on the pay equity grid until the Manager reaches Job Rate on that grid (when applicable).

b. The Manager shall be required to submit timesheets documenting hours worked for the Board; versus hours worked for Town of Grand Valley recreation matters. Information on time sheets submissions shall be provided to the Board as directed by the Board.

c. The Parties hereto agree that the annual cost to the Board for reimbursement shall not exceed the annual salary that had been paid to the previous salaried Arena Manager, factoring in cost-of-living increases, that would have been applicable had the position remained exclusively an Arena Manager position. The pay grid for the Party of the First Part shall continue to include the position of "Arena Manager" as a vacant position to ensure that the salary for that position is clearly stated.

5) Capital expenditures (being major capital expenditures and/or Construction and/or Re-construction) shall be negotiated from time to time as required by a separate resolution of each Council confirming participation and are not included in this agreement.

6) This agreement shall be reviewed once per term of municipal council, or more frequently if required.

7) In the event of any dispute between the parties to this Agreement, or any of the parties, with respect to any matter contained in the Agreement including, but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act*, R.S.O. 1990, c.M.48, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If for any reason the said arbitration cannot be conducted pursuant to the provision so that Act, then the parties hereto shall agree to the selection of a single arbitrator and in the absence of agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the *Arbitrations Act*, R.S.O. 1990 c.A.24 or pursuant to any successor legislation.

8) In the event that any Party wishes to cease participating in the Board, they may do so provided that:

a. One (1) year's written notice be given to the Board and to the other parties. Any

written notice given as aforesaid shall terminate this Agreement as of the 31<sup>st</sup> of December of the year following the year in which notice is given.

b. Any debt incurred by the Party for Board purposes shall remain the responsibility of the Party.

c. Any assets, including reserves contributed by the Party to the Community Centre, shall remain the property of the Community Centre.

9) In the event that the Community Centre Board is completely dissolved, and assets of the Board are to be sold off or otherwise distributed, those assets shall be split between the Parties based on the formula established in Section 3 of this Agreement, acknowledging that the Community Centre building and land is owned by the Town of Grand Valley and therefore is not an asset of the Board.

10) It is agreed that, with respect to matters not dealt with in this Agreement, the Board may formulate policies for and relating to the administration and operation of the Community Centre unless otherwise prohibited by any applicable statute or regulation passed thereunder.

11) Upon the execution of this Agreement by all Parties, any previous Inter-Municipal Agreements for the operation and maintenance of the Community Centre shall forthwith become null and void.

12) In the event that any covenant, provision or terms of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the

remainder of this Agreement, which shall remain in full force and effect mutatis mutandis.

13) This agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective successors and assigns, and shall not be revoked, altered or amended without the consent of the participating municipalities to this agreement, except as required in Section 3(b) of this agreement.

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their respective corporate seals, duly attested to by the hands of their respective proper officers in that behalf.

THE CORPORATION OF THE TOWN OF GRAND VALLEY

PER: \_\_\_\_\_

Mayor

PER: \_\_\_\_\_

Clerk

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

PER: \_\_\_\_\_

Mayor

PER: \_\_\_\_\_

Clerk

THE CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA

PER: \_\_\_\_\_

Mayor

PER: \_\_\_\_\_

Clerk