

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

BY-LAW NUMBER 30-2021

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A JOINT COST SHARING AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF AMARANTH, THE CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA AND THE CORPORATION OF THE TOWN OF GRAND VALLEY WITH RESPECT TO THE GRAND VALLEY AND DISTRICT COMMUNITY CENTRE ICE SURFACE FLOOR AND CHANGE ROOMS PROJECT

WHEREAS the Joint Municipalities (Township of Amaranth, Town of Grand Valley, and Township of East Garafraxa) have created the Grand Valley and District Community Centre Board (Board) to be responsible for all operating and/or maintenance deficits of the Community Centre, and pursuant to Section 4 of the December 13, 2017 Agreement, Capital Expenditures (being major capital expenditures and/or Construction and/or Re-Construction) shall be negotiated from time to time as required; and

AND WHEREAS, the Council of the Township of Amaranth deems it expedient to enter into an agreement for the ice surface floor and change rooms project with the Corporation of the Town of Grand Valley and the Corporation of the Township of East Garafraxa upon such terms and conditions as are agreed;

NOW THEREFORE the Council of the Corporation of the Township of Amaranth hereby enacts as follows:

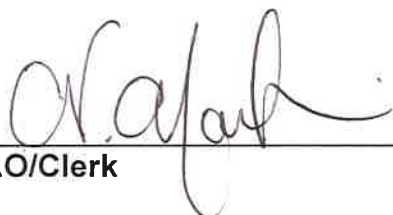
1. That the Mayor and Clerk are hereby authorized to execute the Agreement in the same or substantially the same form as attached hereto as Schedule "A", which forms par of this by-law; and
2. That this by-law comes into effect upon the passing thereof.

BY-LAW READ A FIRST AND SECOND TIME THIS 21st DAY OF **APRIL 2021**.

BY-LAW READ A THIRD TIME AND PASSED THIS 21st DAY OF **APRIL 2021**.



Head of Council



CAO/Clerk

Schedule 'A'

Grand Valley and District Community Centre Ice Surface Floor and Change Rooms Project

This Agreement made this ____ day of _____, 2021.

BETWEEN:

The Corporation of the Town of Grand Valley (Grand Valley)

AND

The Corporation of the Township of Amaranth (Amaranth)

AND

The Corporation of the Township of East Garafraxa (East Garafraxa)

Hereinafter collectively call the "Joint Municipalities."

WHEREAS Grand Valley is the registered owner of the Grand Valley and District Community Centre;

AND WHEREAS the Joint Municipalities have created the Grand Valley and District Community Centre Board (Board) to be responsible for all operating and/or maintenance deficits of the Community Centre, and pursuant to Section 4 of the December 13, 2017 Agreement, Capital Expenditures (being major capital expenditures and/or Construction and/or Re-Construction) shall be negotiated from time to time as required;

AND WHEREAS the Board has recommended to the Joint Municipalities certain improvements to the Grand Valley and District Community Centre of a capital nature with an estimated capital cost of \$2,800,000.00;

AND WHEREAS the Joint Municipalities desire to implement the recommendation of the Board concerning the capital improvements to the Grand Valley and District Community Centre by September 30, 2022;

AND WHEREAS as part of the Capital Funding for this project, grants may be available through, among other possibilities, the Investment in Canada Infrastructure Program – Community, Culture and Recreation Stream (ICIP);

AND WHEREAS the Joint Municipalities desire to enter into an agreement to fix each of them a respective share of the capital cost of the expansion and improvements to the Grand Valley and District Community Centre;

NOW THEREFORE in consideration of the premises herein and the covenants hereinafter set out to, the parties hereto jointly and severally agree as follows:

1. The Capital Projects under this agreement shall be the Replacement of the Ice Surface Floor and the addition of six (6) changerooms.
2. The Joint Municipalities agree that capital cost apportionment shall be determined in accordance with the Current Value Assessment of lands within the Community Centre area, as is calculated and applied under the agreement for the apportionment for the sharing of the maintenance and operating deficits. For the purposes of this agreement, the apportionment is based on 2020 assessment (used for the 2021 budget) and set at:

Municipality	Assessment	Percentage
Amaranth	\$ 283,100,800.00	25.4
East Garafraxa	\$ 170,756,300.00	15.3
Grand Valley	\$ 661,452,818.00	59.3
Total Assessment	\$ 1,115,309,918.00	100.000

3. The Estimated cost of this project, including contingencies, is \$2,800,000.00 for all projects, or \$1,400,000.00 for the Replacement of the Ice Surface Floor only.
 - a. These prices are estimates only and may not reflect actual costs once tenders are received from project managers, consultants, building officials and construction providers.
4. It is understood and agreed by all parties that the Joint Municipalities shall only complete the Replacement of the Ice Surface Floor project if funding is not received from ICIP or another external funding source of equivalent or greater value.
5. It is understood and agreed by all parties that if the actual project costs exceed the estimated costs, a separate agreement shall be negotiated between the Joint Municipalities for the sharing of the excess costs.
6. The replacement of the Ice Surface floor and the addition of six (6) changerooms shall be completed if funding is obtained through ICIP. In this case, the federal government shall provide 40% and the provincial government shall provide 33.33% of the total cost of the project, leaving the remaining 26.67% to be shared by the Joint Municipalities.
7. The Corporation of the Town of Grand Valley shall be responsible for and shall pay 60% of the total actual Capital Cost of the Capital Improvements for which the Joint Municipalities are responsible, in accordance with clauses 2, 3, 4 and 5 above.
8. The Corporation of the Township of Amaranth shall be responsible for and shall pay 25% of the total actual Capital Cost of the Capital Improvements for which the Joint Municipalities are responsible, in accordance with clauses 2, 3, 4 and 5 above.
9. The Corporation of the Township of East Garafraxa shall be responsible for and shall pay 15% of the total actual Capital Cost of the Capital Improvements for which the Joint Municipalities are responsible in accordance with clauses 2, 3, 4 and 5 above.
10. It is understood and agreed that Grand Valley shall enter into any required agreements required if funding is obtained through any external source, including but not limited to ICIP, and shall ensure that all procurement, reporting and other requirements under the funding agreement are fulfilled.
11. It is understood and agreed that The Joint Municipalities shall each be responsible for funding their respective share of the Capital Cost and shall be provided monthly invoices and statements from Grand Valley as costs are incurred toward the project and shall pay those invoices by cheque or electronic funds transfer, payable to the Town of Grand Valley.
12. It is understood and agreed that the project will commence incurring costs in April 2021 so that procurement, tenders and construction can be completed by September 2022.
13. This Agreement shall enure to the benefit of the parties hereto and their respective successors from time to time.

This Agreement is executed on behalf of the Corporation of the Town of Grand Valley by its proper signing officers authorized in that regard by a By-law of Council numbered 2021-_____ and dated the _____ day of _____ 2021.

Corporation of the Town of Grand Valley

Head of Council

Clerk

This Agreement is executed on behalf of the Corporation of the Township of Amaranth by its proper signing officers authorized in that regard by a By-law of Council numbered _____ and dated the _____ day of _____ 2021.

Corporation of the Township of Amaranth

Head of Council

Clerk

This Agreement is executed on behalf of the Corporation of the Township of East Garafraxa by its proper signing officers authorized in that regard by a By-law of Council numbered _____ and dated the _____ day of _____ 2021.

Corporation of the Township of East Garafraxa

Head of Council

Clerk