

**AGREEMENT**

**THIS AGREEMENT made in duplicate this 12th day of October, 2000.**

BETWEEN :

**THE CORPORATION OF THE TOWN OF HALDIMAND**

hereinafter called the "Town",

AND

**HAGERSVILLE & DISTRICT CHAMBER OF COMMERCE**

hereinafter called the "Corporation".

WHEREAS the Town is the owner of the lands and premises more particularly described in Schedule "A" to this agreement, presently known as the Hagersville Community Centre

AND WHEREAS the said lands and premises described in Schedule "A" have been duly constituted or confirmed as a Community Recreation Centre within the meaning of The Community Recreation Centres Act, R.S.O. 1990.

AND WHEREAS it is the desire of both parties that the said recreational facility be preserved for future recreational use of the citizens and inhabitants of the Town, free from future reductions in funding, financial assistance, or the like, due to Provincial Government cutbacks and grant reductions to the Town, thereby initiating a review of the Town's assets, with a view to sell and dispose of such facilities in an effort to reduce the Town's costs.

AND WHEREAS the Corporation is desirous of taking over the operation of the said Community Recreation Centre to preserve its use as a local recreational facility;

AND WHEREAS the parties enter this Agreement, pursuant to section 210.1(2) of The Municipal Act as amended in 1993 by Chapter 26, section 48, to sell the subject lands and premises as a municipal capital facility, to the Corporation, upon certain conditions and covenants specified herein.

NOW THEREFORE the parties hereto COVENANT AND AGREE, the one with the other, as follows:

Sale of Land

- 1 (a) The Town hereby grants with conditions, to the Corporation, all fee title and interest that it has in the lands and premises, as described in Schedule "A"; the conditions being as follows set out in this Agreement. *JS*
- (b) The consideration for said Transfer shall be \$2.00 together with a requirement for reversion in favour of the Town to purchase the lands and premises should the Corporation wish to sell same upon terms and conditions as expressly provided in section 17 of this Agreement.

Supply of Recreational Facilities to Residents

- 2 (a) The Corporation shall be permitted from the date hereof to operate the lands and premises described in Schedule "A" as a Community Recreation Centre within the meaning of The Community Recreation Centres Act, R.S.O. 1990. For greater certainty, but not so as to restrict the generality of the foregoing, the Corporation shall make the said lands and premises available for community recreation activity and other community events as has been the practice in the past.
- (b) The Corporation shall provide to the residents of the Town of Haldimand and vicinity, from the premises as described in Schedule "A", attached hereto, a facility to be used for recreational purposes subject to terms and conditions as they, in their sole discretion and in compliance with The Community Recreation Centres Act, R.S.O. 1990, may deem advisable.
- (c) Should the Corporation no longer provide the facility for public recreational purposes, to the individuals of the Town of Haldimand and surrounding areas, the Town shall be deemed to be in a position to exercise its reversion rights as described in section 17 of this Agreement.

Reversionary Right to Town on Loss of Corporate Status

3. The parties agree that the land and buildings herein shall be conveyed to the Corporation only until one day prior to the loss, or default of its Corporate Status, and its assets thereby escheating to the Provincial Crown, subject to the provision of The Perpetuities Act. Title to the said land and building shall be deemed to have reverted to the Town one (1) day prior to the said loss or default. *JS*

Insurance Provisions and Tax Status

4. The Town shall be responsible for the cost of fire and liability insurance for the said Community Recreation Centre for as long as the Corporation is in compliance with the terms of this agreement and the Town has not exercised its reversion rights under section 17 hereof.

5. Unless otherwise provided by the Town, the Corporation shall be responsible to carry its own functions liability and contents insurance.
6. The Corporation shall provide to the Town, evidence of the above referred to function liability insurance should the Corporation sponsor or operate a function which is subject to an alcohol beverage licence or permit, if not insured by the Town.
7. The Town shall pass a by-law pursuant to section 210.1(7) of The Municipal Act thereby exempting the land and building from taxation for municipal and school purposes for as long as the Corporation is in compliance with the terms of this agreement and the Town has not exercised its reversion rights under section 17 hereof. Should this exemption fail for whatever reason, the Town shall either pay a grant equivalent to the property tax, sufficient to eliminate any property tax liability, or alternatively, the Town may exercise its right with respect to reversion.

#### Rentals

8. The Corporation shall be responsible for having signed rental agreements accompany any rental of the facility. These rental agreements shall be standardized and issued by the Town, unless other arrangements are agreed upon between the Town and the Corporation.
9. The Corporation shall be responsible for complying with any policies and regulations as established by the Town, such as the Town of Haldimand Alcohol Management Policy.

#### Financial Considerations

10. All capital expenditures necessary to maintain the building in its present condition, as improved from time to time, shall be the responsibility of the Corporation. The Corporation shall keep the building and lands in good repair.
11. The Corporation shall not mortgage, charge, lien, or otherwise encumber, the title to the lands or buildings without express written approval of the Town on such terms and conditions as the Town agrees to in its sole discretion.
12. The Corporation shall also be responsible for the payment of all the operating expenses of the said Community Recreation Centre.
13. Should any grant of monies be available to the Town, pursuant to The Community Recreation Centres Act, R.S.O. 1990, or otherwise in connection with any renovations or improvements contemplated by the Corporation, the

Town shall turn such grant over to the Corporation at such time, and in such a manner, subject to such terms as the Town may prescribe.

14. The Corporation shall collect and be responsible for the collection of all rental fees in connection with the operation of the said Community Recreation Centre and its use thereof by the public.
15. The Corporation shall keep detailed financial records of all revenue generated by the operation of the said Community Recreation Centre and of all operating expenses in connection therewith and of costs of all renovations or improvements thereto. Detailed financial statements covering the above matters and any other relevant financial matters in connection with the operation of the said Community Recreation Centre, shall be submitted annually to the Town.
16. The Corporation shall keep all revenues from the operation of the said Community Recreation Centre in an account in a Chartered Bank or financial institution licenced by the Government of Canada for like services as a Chartered Bank and carrying deposit insurance. All the books in connection with such account, and all other financial books and statements in connection with the operation of the said Community Recreation Centre, shall be open to inspection by the auditors, servants or agents of the Town at any time after giving reasonable notice by the Town to the Corporation.

#### Reversion of Lands and Buildings to the Town

17. (a) The parties hereby agree that should the conditions in paragraph 2(a) and 2(b) not be met, or if any of the provisions outlined in sections 5 through 16 not be met, title to the land and buildings shall revert to the Town.

(b) Subject to the provisions of section 17(d) hereof, on notice served by the Town upon the Corporation, for default of the terms and conditions of this agreement as set out in section 17(a) of this agreement, the Corporation shall proceed forthwith with the transfer of lands and buildings to the Town. The parties agree that the purchase price for the lands and buildings on reversion as well as improvements to the lands and buildings shall be the fixed sum of \$2.00.

(c) It is hereby acknowledged, that should the land and buildings revert to the Town, it having regained title, may, in its sole discretion, dispose of the land and buildings for the highest and best use, in accordance with the Town's policies and any applicable laws of the Province of Ontario applicable at that time.

(d) Should the Town serve notice as provided in 17(b) hereof for default for any of the provisions as set out in 17(a) hereof and the Corporation is of the opinion that it has not defaulted or it has not violated any of the provisions of the agreement so as to provide reason to transfer title of the land and buildings to the Town, the Corporation may file notice to arbitrate the matter and the provisions of the ~~Arbitration Act, R.S.O. 1990 shall apply~~ ~~1991 shall apply~~ <sup>not</sup>

JS. HT

(i) Each party to the arbitration shall pay 50% of the cost of the arbitrator (s) and each party shall pay all of their own costs for legal representation, witnesses or any other expense incurred as authorized or directed at their own hand.

(ii) The arbitrator shall decide <sup>not</sup> only upon the facts of the dispute arising out of ~~sections 2(a), 2(b), 5 through and including 16~~ ~~and shall have authority to adjudicate or interpret any relevant terms or conditions as set out in the agreement between the Town and the Corporation.~~ ~~XXXXXXXXXXXXXXXXXXXX~~ of this Agreement.

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(e) Section 17 of this agreement is intended to provide for full compliance with section 6(1)(a) of Regulation 46/94 as amended by Regulation 537/96 but yet provide a dispute mechanism to guarantee the rights of the Corporation as the owner/operator of the hall from indiscriminate actions of future municipal councils to take title for resale or for other non recreational purposes.

### Change Letters Patent

18. The Corporation agrees that it will not change or otherwise make application for supplementary letters patent to change its objects without prior written approval of the Town.

### Special Provisions

1. On the transfer of title from the Town to the Corporation, the Town shall pay \$2,000 to the Corporation as seed money and \$21,500 for capital improvements.

This agreement shall be binding upon the parties and their assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the date above written.

) **THE CORPORATION OF THE TOWN OF**  
) **HALDIMAND**

) per:

) M. Trainer

) Marie Trainer, Mayor

) Janis Lankester

) Janis Lankester, Clerk

) **HAGERSVILLE & DISTRICT CHAMBER OF**  
) **COMMERCE**

) per:

) David Sayer

) President David Sayer

) Ted Heinrichs

) Secretary Ted Heinrichs

"We have the authority to bind the Corporation"

**Resolution of the Board of Directors  
of  
Hagersville & District Chamber of Commerce**

CDP-03-2021, Attachment 2

**RE: HAGERSVILLE COMMUNITY CENTRE**

Moved By: FAY BIERD

Second By: SANDY LARSEN

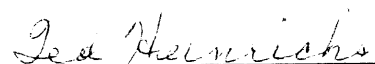
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*WHEREAS* The Town of Haldimand ("the Town") and Hagersville & District Chamber of Commerce ("the Corporation") are desirous of entering into an Agreement for the preservation of the lands and premises known as the Hagersville Community Centre, located on Part of Lot 4, Block 12, Plan 905 Hagersville, municipally known as 62 Main Street South, Hagersville, ("the Hagersville Community Centre").

*BE IT RESOLVED*

- 1) That the Corporation enter into an Agreement with the Town, in substantially the form annexed hereto as Schedule "A", in connection with the acquisition and operation of the Hagersville Community Centre.
- 2) That the Corporation accept from the Town, a Transfer/Deed of Land, in the usual form, transferring the title of the said lands from the Town to the Corporation, which title shall be subject to the reversionary terms set out in the aforesaid Agreement.
- 3) That the President and Secretary are hereby authorized and directed to sign the said Agreement, and all necessary documents, to carry out the intent of these Resolutions.
- 4) Each of the foregoing resolutions was passed by the Directors this 12th day of October, 2000.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**This is Schedule "A" to the Agreement Between**

**The Corporation of the Town of Haldimand  
and the  
Hagersville & District Chamber of Commerce**

**Dated the 12th day of October, 2000  
Concerning the Hagersville Community Centre**

***Description:***

Part of Lot 4, Block 12, Plan 905, Hagersville, municipally known as 62 Main Street South, Hagersville.