



**TOWNSHIP OF CHAMPLAIN
SPECIAL (BUDGET) MEETING**

**December 14, 2017
TOWNSHIP HALL**

1. OPENING - 2:00 P.M.
2. DISCLOSURE OF PECUNIARY INTEREST
(on any items that appear on the agenda)
3. ADOPTION OF AGENDA
4. BUDGET 2018
5. BY-LAW 2017-71 - Agreement with Upper Canada District School Board
6. IN CAMERA
 - 6.1 Potential Litigation
 - 6.2 Potential Acquisition of Land
7. ADJOURNMENT



CANTON DE CHAMPLAIN RÉUNION SPÉCIALE (BUDGET)

le 14 décembre 2017
SALLE MUNICIPALE

1. OUVERTURE DE LA SÉANCE – 14 H
2. DÉCLARATION D'INTÉRÊTS PÉCUNIAIRES
(concernant les sujets inscrits à l'ordre du jour)
3. ADOPTION DE L'ORDRE DU JOUR
4. BUDGET 2018
5. RÈGLEMENT 2017-71 - Entente avec Upper Canada District School Board
6. RENCONTRE À HUIS CLOS
 - 6.1 Litige Potentiel
 - 6.2 Acquisition potentielle d'un bien-fonds
7. CLÔTURE DE LA SÉANCE

THE CORPORATION OF THE TOWNSHIP OF CHAMPLAIN

BY-LAW NUMBER 2017-71

BEING A BY-LAW TO AUTHORIZE THE ENTERING INTO AN AGREEMENT WITH THE UPPER CANADA DISTRICT SCHOOL BOARD FOR THE REMOVAL OF THE CENOTAPH AND FLAGPOLE AND THE REINSTATEMENT OF THE SCHOOL SITE

AND WHEREAS *Section 9 of the Municipal Act* states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS *Section 11 of the Municipal Act* states that a lower-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS the Council of The Corporation of the Township of Champlain deems it appropriate to enter into an agreement with the Upper Canada District School Board for the removal of the Cenotaph and the Flagpole and the reinstatement of the school site;

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

1. THAT The Corporation of the Township of Champlain hereby authorizes the entering into a Removal and Reinstatement Agreement with the Upper Canada District School Board, the said Agreement being more particularly identified as being Schedule AA@ attached hereto and forming part of this By-Law, for the removal of the Cenotaph and Flagpole from the school site and the reinstatement of the school site.
2. That the Mayor and the Clerk be and they are hereby authorized to execute the said Agreement being attached hereto and identified as Schedule AA@ to this By-Law, and any and all other document in order to give effect to these presents.

READ a first, second and third time and duly adopted this 14th day of December, 2017.

Mayor GARY J. BARTON

Clerk ALISON COLLARD

THIS REMOVAL AND REINSTATEMENT AGREEMENT made effective the 8th day of December 2017.

BETWEEN:

UPPER CANADA DISTRICT SCHOOL BOARD

**Hereinafter the “Board”
OF THE FIRST PART**

AND:

THE CORPORATION OF THE TOWNSHIP OF CHAMPLAIN

**Hereinafter the “Township”
OF THE SECOND PART**

THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and promises contained in this agreement and for other good and valuable consideration, (the receipt and sufficiency of which are hereby mutually acknowledged) the Board and the Township covenant and agree as follows:

1. DEFINITIONS

1.1. **Definitions:** Whenever used in this Agreement, including the Recitals and this Clause, the following words and terms shall be defined as follows, unless there is something in the context inconsistent therewith:

1.1.1. “Agreement” means this Agreement;

1.1.2. “Cenotaph” means the war memorial monument owned by the Township and located on the School Site as of the Effective Date;

1.1.3. “Effective Date” means the 8th day of December 2017;

1.1.4. “Flagpole” means the East flagpole owned by the Board and located on the School Site as of the Effective Date; and

1.1.5. “School Site” means the lands and facilities known as the Vankleek Hill Collegiate Institute and described municipally as 5814 Highway 34, Vankleek Hill, ON K0B 1R0;

2. RECITALS

2.1 The Board is the owner of the School Site and the Flagpole.

- 2.2 The Township is the owner of the Cenotaph.
- 2.3 As of the Effective Date, each of the Cenotaph and the Flagpole are located on the School Site.
- 2.4 The Municipality wishes to remove the Cenotaph and two adjacent bushes from the School Site and to acquire ownership of the Flagpole.
- 2.5 The purpose of this Agreement is to establish the terms and conditions for the removal of the Cenotaph and the Flagpole from the School Site and for the reinstatement of the School Site and for the transfer of the Board's right, title and interest in the Flagpole to the Township.

3. REMOVAL OF THE CENOTAPH

- 3.1 The Township shall be solely responsible for the removal of the Cenotaph from the School Site and all matters and things related thereto.
- 3.2 The Township shall remove the Cenotaph at the Township's sole risk and expense and at no cost to the Board.
- 3.3 The Township covenants and agrees to complete the removal of the Cenotaph from the School Site on or before 4:00 p.m. on the 31st day of December, 2017.

4. REMOVAL OF FLAGPOLE

- 4.1 The Board hereby transfers and conveys to the Township all of the Board's right, title and interest in the Flagpole.
- 4.2 The Township shall be solely responsible for the removal of the Flagpole from the School Site and all matters and things related thereto.
- 4.3 The Township shall remove the Flagpole at the Township's sole risk and expense and at no cost to the Board.
- 4.4 The Township covenants and agrees that the Township is receiving the Flagpole on an "as is where is" basis.
- 4.5 Without limiting the generality of the foregoing Clause 4.4, the Township acknowledges and agrees that the Board makes no representation or warranty of any kind as to the condition or fitness of the Flagpole.
- 4.6 The Township covenants and agrees to complete the removal of the Flagpole from the School Site on or before 4:00 p.m. on the 31st day of December 2017.

5. REINSTATEMENT OF SCHOOL SITE

- 5.1 The Township covenants and agrees to reinstate the School Site following the removal of the Cenotaph and the Flagpole and within the time limit set out in Clause 3.3 and 4.6 above.
- 5.2 The Township further covenants and agrees that the reinstatement of the School Site shall be:
- 5.2.1 at the sole risk and expense of the Township;
 - 5.2.2 at no cost to the Board; and
 - 5.2.3 to the satisfaction of the Board.

6. INSURANCE AND INDEMNIFICATION

- 6.1 The Township shall provide and maintain until the completion of the removal of the Cenotaph and the Flagpole and the reinstatement of the School Site, all in accordance with this Agreement, commercial general liability insurance subject to limits of not less than five Million (\$5,000,000.00) Dollars inclusive per occurrence for bodily injury, death, damage to property, including loss of use thereof, with each insurance being in the name of the Township and the Board as an additional insured thereunder.
- 6.2 The Township covenants and agrees to indemnify and save harmless the Board, its Trustees, employees, servants, agents and invitees from any and all claims, demands, causes of action, loss, expenses, costs or damages the Board may suffer, incur or be liable for arising by reason of the negligent exercise by the Township, its employees, contractors, agents or assigns of the rights and obligations of the Township under this Agreement.

7. SEVERABILITY

- 7.1 If any provision of this Agreement is illegal or unenforceable, such provision shall be deemed to be severable from the remaining provisions of this Agreement and shall not invalidate or render unenforceable the remainder of this Agreement.

8. AMENDMENTS, MODIFICATION BY WRITTEN AGREEMENT

- 8.1 No amendment, supplement, waiver or consent provided for by the provisions of this Agreement shall be effective unless in writing and signed by the party against whom enforcement of the amendment, supplement, waiver or consent is sought.

9. TIME OF ESSENCE

9.1 Time shall be of the essence of this Agreement.

10. GOVERNING LAW

10.1 This Agreement shall be construed under the laws of the Province of Ontario.

11. ENTIRE AGREEMENT

11.1 The parties acknowledge and agree that this Agreement constitutes the entire agreement between the parties hereto and there are no representations or warranties, oral or otherwise, except as are herein contained.

12. SUCCESSORS AND ASSIGNS

12.1 This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

13. CAPTIONS

13.1 The captions and headings of this Agreement are for convenience and reference only and shall not affect the interpretation of this Agreement.

14. INTERPRETATION

14.1 In this Agreement, unless the context requires otherwise, words imputing the singular include the plural, any reference to the Township includes the servants, employees, agents, officers, members and invitees of the Township and all others over whom the Township might reasonably be expected to exercise control; any reference to the Board includes the servants, employees, agents, officers and invitees of the Board and all others over whom the Board might reasonably be expected to exercise control; person includes any individual, firm or corporation; hereof, herein, hereunder and similar expressions used in any Clause relate to the whole of this Agreement and not that Clause only.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

Dated at Brockville, Ontario this day of December 2017.

UPPER CANADA DISTRICT SCHOOL BOARD

Per: _____
Name: Stephen Sliwa
Title: Director of Education

Per: _____
Name: Nancy McCaslin-Barkley
Title: Superintendent of Business

We have authority to bind the Board

Dated at Vankleek Hill, Ontario, this day of December, 2017.

THE CORPORATION OF THE TOWNSHIP OF CHAMPLAIN

Per: _____
Name: Gary J. Barton
Title: Mayor

Per: _____
Name: Alison Collard
Title: Clerk

We have authority to bind the Township