THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY

BY-LAW NUMBER 07-05-341

A BY-LAW TO AUTHORIZE THE ENTERING INTO OF
AN AGREEMENT WITH THE TOWN OF PETAWAWA
AND THE TOWNSHIP OF LAURENTIAN VALLEY
TO JOINTLY SUPPORT AND SUSTAIN FESTIVAL HALL
FOR THE BENEFIT OF THE GREATER COMMUNITY

WHEREAS the Municipal Council of the Corporation of the Township of
Laurentian Valley deems it advisable to enter into an agreement with the Town of
Petawawa and the City of Pembroke to jointly support and sustain Festival Hall for the
benefit of the greater community;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF
THE TOWNSHIP OF LAURENTIAN VALLEY ENACTS AS FOLLOWS:

1. That the Mayor and Chief Administrative Officer be, and they are, hereby
authorized to execute an agreement with the Town of Petawawa and the City of
Pembroke, a copy of which agreement is attached hereto and marked as Schedule
“A” to this by-law and to affix thereto the Corporate Seal.

3. This By-law shall come into force and take effect upon the date of the final passing
thereof.

READ A FIRST AND SECOND TIME THIS 1ST DAY OF MAY, 2007.

[Signature]
MAYOR

CHIEF ADMINISTRATIVE OFFICER/CLERK

READ A THIRD TIME AND PASSED THIS 1ST DAY OF MAY, 2007.

[Signature]
MAYOR

CHIEF ADMINISTRATIVE OFFICER/CLERK

~ 1 ~
This Agreement made this 28th day of May, 2007

BETWEEN:

CORPORATION OF THE CITY OF PEMBROKE  
(hereinafter called “Pembroke”)  

-and-

CORPORATION OF THE TOWN OF PETAWAWA  
(hereinafter called “Petawawa”)  

-and-

CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY  
(hereinafter called “Laurentian Valley”)  

RECITALS:

WHEREAS Pembroke holds a lease with CONSEIL DE DISTRICT DES ÉCOLES PUBLIQUES DE LANGUE FRANÇAISE NO. 59 operating as CONSEIL DES ÉCOLES PUBLIQUES DE L’EST DE L’ONTARIO (hereinafter called “CEPEO”) for the use of Festival Hall and all ancillary areas located in Laurentian School located at 412 Pembroke Street West and 401 Isabella Street in the City of Pembroke for a term of 49 years;

AND WHEREAS various area community organizations have utilized Festival Hall for many years for cultural purposes of local and regional significance;

AND WHEREAS Pembroke, Petawawa and Laurentian Valley wish to jointly support and sustain Festival Hall for the benefit of the greater community;

AND WHEREAS the Municipal Act, 2001, Part II: General Municipal Powers S. 20(1), allows for municipalities to enter into agreements with one or more municipalities;

AND FURTHER THAT the Municipal Act, 2001 Part II: General Municipal Powers S. 23.1(1) through 23.5(3), authorizes a municipality to delegate powers and duties to a person or body;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants herein and subject to the terms and conditions in this Agreement, the parties agree as follows:

1. Pembroke, Petawawa and Laurentian Valley will create a joint Festival Hall Committee and each municipality will appoint one elected municipal representative to the Committee for the term of this Agreement.

2. The Festival Hall Committee will oversee the management of Festival Hall including but not limited to establishing management agreements, approving the annual operating budget as well as any capital works in support of the sustainable, effective operation of the facility.

3. Pembroke, Petawawa and Laurentian Valley will each contribute .75¢ per capita to be based on population figures from Municipal Connect towards the operation and agreed upon capital improvements of Festival Hall for each of the years 2007, 2008 and 2009 after which time a review of the operating budget will be undertaken by the Festival Hall Committee to determine and make recommendations to the municipal Councils on future funding requirements of Festival Hall including potential adjustments to the agreed upon funding model.

4. Annual contributions will be payable by June 30 of each year of this Agreement.
5. Pembroke's Treasury Department will be responsible for collecting and expending the funds received including keeping of records, coordination of an annual audit, and reporting to the Festival Hall Committee on an annual basis or more frequently as determined by the Festival Hall Committee.

6. No amendment to this Agreement shall be valid or binding unless set forth in writing by all parties.

7. The operation of Festival Hall will be governed by this ongoing Agreement which shall continue in force and effect between the parties from the date of signing unless and until one of the following occurs:
   (a) all parties agree by mutual consent;
   (b) Pembroke or Petawawa or Laurentian Valley serve in writing on the other parties, twelve (12) months advance notice of its intention to terminate the Agreement.

8. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect.

9. Any notice or other writing required or permitted to be given under this Agreement or for the purposes of this Agreement (referred to in this Section as a "notice") to any party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax or other form of recorded communication tested prior to transmission to such party:

   in the case of a notice to: CORPORATION OF THE CITY OF PEMBROKE
   Terry Lapierre, CAO
   1 Pembroke Street East
   P.O. Box 277
   Pembroke, ON  K8A 6X3
   Fax: 613-735-3660

   in the case of a notice to: CORPORATION OF THE TOWN OF PETAWAWA
   Mitch Stillman, CAO
   1111 Victoria Street
   Petawawa, ON  K8H 2E6
   Fax: 613-687-5973

   in the case of a notice to: CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY
   Darrel Ryan, CAO
   460 Witt Road
   RR #4
   Pembroke, ON  K8A 6W5
   Fax: 613-735-5820

or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the same in the manner provided in this Section. Any notice personally delivered to the party to whom it is addressed as provided in this Section shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day then the notice shall be deemed to have been given and received on the business day next following such day. Any notice mailed to the
address and in the manner provided for in this Section shall be deemed to have been given and received on the fifth business day next following the date of its mailing. Any notice transmitted by fax or other form of recorded communication shall be deemed given and received on the first business day after its transmission.

10. This Agreement will be retroactive to January 1, 2007.

SIGNED, SEALED & DELIVERED in the presence of

CORPORATION OF THE CITY OF PEMBROKE

PER:

Ed Jacyno, Mayor
I have the authority to bind the Corporation

PER:

Terry Lapierre, CAO
I have the authority to bind the Corporation

CORPORATION OF THE TOWN OF PETAWAWA

PER:

Bob Sweet, Mayor
I have the authority to bind the Corporation

PER:

Mitch Stillman, CAO
I have the authority to bind the Corporation

CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY

PER:

Jack Wilson, Mayor
I have the authority to bind the Corporation

PER:

Darrel Ryan, CAO
I have the authority to bind the Corporation