

THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2024-157

A BY-LAW TO APPROVE AND AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AMENDING AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF BELLEVILLE AND THE JOHN HOWARD SOCIETY

THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

1. THAT Council hereby approves and authorizes the execution of a Memorandum of Understanding Amending Agreement between The Corporation of the City of Belleville and The John Howard Society, (a copy of which is attached as SCHEDULE "A").
2. THAT the Mayor and the Clerk are hereby authorized to execute the said Memorandum of Understanding Amending Agreement between The Corporation of the City of Belleville and The John Howard Society, by and on behalf of The Corporation of the City of Belleville.
3. THAT the Clerk be and is hereby authorized to affix to the said Agreement the Corporate Seal of The Corporation of the City of Belleville.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this **26th** day of **August 2024**.

Read a second time this **26th** day of **August 2024**.

Read a third time and finally passed this **26th** day of **August 2024**.

NEIL R. ELLIS

MAYOR

KATY MACPHERSON DEPUTY CITY CLERK

MEMORANDUM OF UNDERSTANDING AMENDING AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF BELLEVILLE
(the "City")

And

JOHN HOWARD SOCIETY OF BELLEVILLE AND DISTRICT
(the "Recipient" or "Ultimate Recipient")

BACKGROUND:

WHEREAS the parties hereto entered into a Memorandum of Understanding with respect to The Bridge Health and Social Service Hub (the "MOU");

AND WHEREAS there has been an escalation in costs with respect to the Project and delays in commencement and completion of the Project;

AND WHEREAS the parties hereto now wish to amend the MOU to reflect such changes.

NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants and agreements hereinafter contained the parties hereto covenant and agree as follows:

1. **Definitions** – all definitions used herein shall have the same meaning as under the MOU except to the extent they are amended specifically by the terms of this Agreement.

2. **Schedule "A"**

A.4.1(a)(ii) shall be amended to delete \$1,000,000.00 and replaced with \$3,000,000.00;

A.4.14.1 – shall be amended so that the Business Plan which was required to be delivered within 90 days of the Closing of the Purchase shall now be required within 30 days after a request by the City. The parties acknowledge that a partial Business Plan has been provided by the Recipient but will require amendments to reflect the changes in cost, the delays in completion and the uncertainties with respect to outside government funding sources. In addition the Recipient agreed to provide updates to the Business Plan at any time upon the request of the City within 30 days after such request.

3. **Schedule "B"**

The provision 'Maximum Funds'-Property Renovations – shall be amended to delete \$1,000,000 and replaced with \$3,000,000;

The provision 'Expiry Date' shall have the date of December 31, 2024 and replaced with September 1, 2025.

4. Schedule "C"

There shall be **added to Schedule "C" a paragraph C.1.3** as follows: The parties hereby agree to a phased approach to completion of the Project with the lower floor to be completed by December 15, 2024 and the upper floor to be completed by June 30, 2025 with a full completion date of September 1, 2025. In addition, the Recipient acknowledges that the existing lunch program at the Bridge Street United Church is to be moved to the new facility no later than December 31, 2024.

5. Sub-Schedule "C.1"

The forecasted end date of 2024 shall be deleted and replaced with September 1, 2025.

The Total Eligible Cost and Municipal Contribution on Sub-Schedule C.1 shall have the sum of \$2,416,000 deleted and replaced with \$4,416,000.

6. Schedule "D"

There shall be added to paragraph **D.1.3** – In addition to annual reporting and Progress Reports in connection with billings, the Recipient shall provide reports on the status of the Project and the status of the Business Plan from time to time as requested by the City and no less than quarterly.

7. Schedule "E"

Paragraph **E.2.3(ii)** shall have the words 'between May 1st, 2023 and December 31, 2024' deleted and replaced with 'between May 1st, 2023 and September 1, 2025'.

E.3.1(i) – The words 'prior to May 1st, 2023 and incurred after December 31, 2024' shall be deleted and replaced with 'prior to May 1st, 2023 and costs incurred after September 1, 2025'.

8. Schedule "J"

J.5.1 and **J.5.2** shall have the dates of December 31, 2024 deleted and replaced with September 1, 2025.

There shall be added a **J.4.2** The City agrees to ensure that all payments are made to the Recipient within 15 days of the receipt of a proper and complete request for payment from the Recipient in respect of construction advances and 30 days for any other advances. The Recipient agrees to make sure that its request for payment is received by the City in such a timeframe as to allow payments to the contractors within the 28 days of the receipt of a proper invoice by the Recipient and the City as required under the Construction Act (Ontario) taken into account the City's obligation to make advances

within 15 days. This should be sufficient to ensure that the Recipient does not have to use its own funds to fund the cost of construction and the funds required to pay the construction invoices will be advanced to it by the City within the time frame required by the Construction Act (Ontario).

9. Additional Clause

The parties hereto agree to add the following additional clause re property taxes:

The City agrees that it shall pay to the Recipient the amount of property taxes paid by the Recipient from the date of the completion of the Purchase of the Property by the Recipient to the date of this Agreement within 30 days after request by the Recipient.

10. Repayment

The parties acknowledge that out of the next payments from the City to the Recipient there shall be deducted the HST recoverable on the payments made to date by the City on account of the purchase of land and buildings of \$108,000.00

11. In all other respects the parties hereto confirm the terms of the MOU.

IN WITNESS HEREOF the parties hereto have executed this Agreement this
Day of August, 2024

THE CORPORATION OF THE CITY OF BELLEVILLE

Per: Neil Ellis, Mayor

Per: Matthew MacDonald, Clerk

We have authority to bind the Corporation

JOHN HOWARD SOCIETY OF BELLEVILLE AND DISTRICT

Per: Shannon Speirs, Executive Director

Per: Amanda Robertson, Treasurer

We have authority to bind the Corporation

<https://tmlegal.sharepoint.com/Commercial/Documents/Clients/City of Belleville/John Howard Society/MOU Agreement Amending Aug 7, 2024.docx>