

THE CORPORATION OF THE CITY OF WELLAND

BY-LAW NUMBER 2001 - 155

**A BY-LAW TO AUTHORIZE THE ENTERING INTO
A LICENSING AGREEMENT WITH THE WELLAND
RECREATIONAL CANAL CORPORATION**

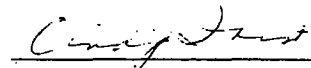
WHEREAS the City has caused the Welland Recreational Canal Corporation to be incorporated for the purpose of managing, as agent for the City, and in the best interests of the Citizens of Welland and the Public, the property, undertakings, assets and affairs of and in respect of the lands, premises, interests, easements and accouterments known and designated as the Welland Recreational Canal lands;

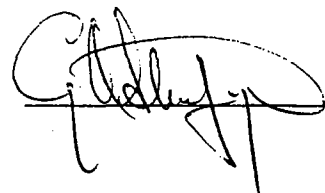
AND WHEREAS Council deems it necessary and advisable to enter into a Licensing Agreement, to transfer management and responsibility duties to the newly formed Corporation.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE CITY OF WELLAND ENACTS AS FOLLOWS:

1. That the Licensing Agreement between The Corporation of the City of Welland and the Welland Recreational Canal Corporation, attached hereto as Schedule "A" and forming a part of this by-law, shall be and the same is hereby approved, and the Mayor and Clerk shall be and they are hereby authorized and directed to sign in their respective capacities and the Clerk shall cause the corporate seal of the municipality to be affixed thereto.

READ A FIRST, SECOND AND THIRD TIME AND PASSED BY COUNCIL THIS 6th DAY OF November, 2001.

 MAYOR

 CLERK

SCHEDULE 'A'

THIS LICENSING AGREEMENT MADE THIS 6th DAY OF NOVEMBER, 2001.

BETWEEN:

THE CORPORATION OF THE CITY OF WELLAND

[hereinafter called "the City"]

and

WELLAND RECREATIONAL CANAL CORPORATION

[hereinafter called the "W.R.C.C."]

WHEREAS the City has caused the W.R.C.C. to be incorporated for the purpose of managing as agent for the City and in the best interests of the Citizens of Welland and the Public, the property, undertakings, assets and affairs of and in respect of the lands, premises, interests, easements and accouterments known and designated now and hereafter as the Welland Recreational Canal lands.

AND WHEREAS this Licensing Agreement is necessary to transfer such management and responsibility with the conditions and restrictions imposed thereon in accordance with the said purpose.

NOW WITNESS THAT IN CONSIDERATION OF THE TERMS, PROVISIONS, CONDITIONS AND RESTRICTIONS HEREOF, THE PARTIES HERETO, DO HEREBY COVENANT, ACKNOWLEDGE AND AGREE AS FOLLOWS:

MANAGEMENT:

1. The W.R.C.C. shall possess and enjoy the exclusive right, liberty, privilege, power and entitlement to manage, including the power to control, license, maintain, police, protect, improve and administer the property in its entirety and the Publics rights, restrictions and privileges of access to and use and enjoyment of the Welland Recreational Canal lands, as they may be defined from time to time by the City; Subject to the terms, provisions, restrictions; conditions and restraints imposed by this agreement.

2. The scope of such management shall include, without limiting the same, the right to make contracts pertaining to any and every matter and issue within the purview of its lawful management responsibilities and authority.

3. In undertaking its responsibilities and administrative functions the W.R.C.C. shall be open, accessible and responsive to public issues and concerns of the Citizens of Welland.

POWERS OF THE CITY:

4. The City shall retain exclusive power and authority to deal with the following subject issues and matters, although it may, if it deems it to be advisable from time to time, seek the advice and recommendations of W.R.C.C. upon any such issue or matter, before acting;

- a] sale or lease of any land,
- b] use, leasing or licensing of any land for commercial or industrial uses or purposes,

ANNUAL BUDGET:

5. The Board of Directors of W.R.C.C., in such timely fashion as it may be directed, shall cause its annual Operations and Capital Works Budgets to be prepared and delivered to the Treasurer and City Council, in a form satisfactory to them, for approval and authorization of Council.

Thereupon, Council shall authorize funding of such approved budgets, as it may direct. Council may also require production of quarterly or other statements as a condition of advancement of any such funding.

ANNUAL AUDIT:

6. The Board of Directors shall cause and ensure the timely production and delivery of the Corporation's audited annual financial statements, approved by the Board, to the Annual Meeting of the Member City.

POLICY STATEMENT OF CITY COUNCIL:

7. Any and all provisions of this agreement notwithstanding, the Board of Directors in all of its decisions, actions and undertakings shall insure, at all times, that the same are in full and complete accord with all City Policies prescribed by By-law.

BY-LAWS OF THE W.R.C.C.:

8. Hereafter, no By-law of the Corporation shall be enacted or made, amended or revoked in whole or in part without the prior written authorization of Council of the City of Welland.


SUSPENSION OR TERMINATION OF THIS AGREEMENT BY COUNCIL:

9. In its absolute and unfettered discretion, Council, may at any time, make a finding on such ground as it may determine to be reasonable, that a serious breach of a provision of this agreement by the W.R.C.C. or its Board or an Officer thereof has occurred and thereupon it may at any time thereafter, upon Notice to the W.R.C.C. suspend the operation of this agreement and all of its effects. Should such breach continue without remedy to the satisfaction of Council for ninety [90] days thereafter, Council may, as it may determine, thereafter, terminate this agreement and resume full management and control of the subject lands, operations and undertakings.

IN WITNESS WHEREOF the parties hereto have affixed their hands and corporate seals on the date hereinbefore subscribed.

THE CORPORATION OF THE CITY OF WELLAND


Cindy Forster, Mayor


Craig A. Stirtzinger, City Clerk

WELLAND RECREATIONAL CANAL CORPORATION


Chair, Mayor Cindy Forster


Secretary/Treasurer, Michael Lottridge