

NO. 2019 -

BEING A BY-LAW TO AUTHORIZE THE SIGNING OF A STORAGE AGREEMENT WITH THE TOWNSHIP OF BRUCE HISTORICAL SOCIETY FOR STORAGE SPACE IN THE BRUCE TOWNSHIP COMMUNITY CENTRE

WHEREAS Section 8 (1) and 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and 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 the Municipality owns property located at 1240 Concession 6 in Underwood where the Bruce Township Community Centre is located;

AND WHEREAS the Council of The Corporation of the Municipality of Kincardine deems it advisable to enter into a storage agreement with the Township of Bruce Historical Society in consideration of the mutual covenants and obligations stipulated therein;

NOW THEREFORE the Council of The Corporation of the Municipality of Kincardine **ENACTS** as follows:

1. That The Corporation of the Municipality of Kincardine enter into a storage agreement with the Township of Bruce Historical Society, for the storage space at the Bruce Township Community Centre, 1240 Concession 6 in Underwood, Municipality of Kincardine in consideration of mutual covenants and obligations.
2. That the Mayor and CAO be authorized to sign and execute, on behalf of The Corporation of the Municipality of Kincardine, the Storage Agreement with the Township of Bruce Historical Society, attached to this by-law as Schedule "A", and to affix the corporate seal as required.
3. That this by-law shall come into full force and effect upon its final passage.
4. That this by-law may be cited as the "Township of Bruce Historical Society Storage Agreement (2019) By-law".

READ a FIRST and SECOND TIME this 17th day of June, 2019.

READ a THIRD TIME and FINALLY PASSED this 17th day of June, 2019.

Mayor

Clerk

THIS STORAGE AGREEMENT made this day of 2019

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE

(hereinafter called the "Municipality") OF THE FIRST PART

- and -

TOWNSHIP OF BRUCE HISTORICAL SOCIETY

(hereinafter called the "Historical Society") OF THE SECOND PART

WHEREAS the Municipality owns property located at 1240 Concession 6 in Underwood where the Bruce Township Community Centre is located;

AND WHEREAS the Tenant has records stored at the Bruce Township Community Centre;

NOW THEREFORE WITNESSETH in consideration of mutual covenants herein and the payment to the Municipality of one dollar (\$1.00), the receipt of which the Municipality hereby acknowledges, the Parties agree as follows:

1. Definitions

As used in this Agreement, the following terms shall have the following meanings:

- (a) "Records" means the records of the Historical Society stored at the Premises;
- (b) "Premises" means the Bruce Township Community Centre at 1240 Concession 6 in Underwood Roll Number: 410826000211900 Legal Description: CON 7 PT LOT 5 RP 3R3897;PART 1 RP 3R1615 PARTS 1 TO;2 RP 3R550 PART 1;
- (c) "Storage Area" means the space within the vault at the Premises where the Historical Society's records will be stored.

2. Storage Area

The Municipality, as owner of the property, 1240 Concession 6 (geographic area Township of Bruce) in the Municipality of Kincardine, agrees to the Historical Society storing its records at the Premises.

The Historical Society's Records shall be stored in the Storage Area at the Premises. The specific location within the Storage Area shall be determined by the Municipality and may be contiguous or noncontiguous.

The Historical Society shall at its own cost, charge and expense and to the satisfaction of the Municipality:

- i) provide to the Municipality a listing of all Records stored at the Premises;

- ii) maintain their Records and the Storage Area in a good and proper state of order;
- iii) make no additions or modifications of Records in the Storage Area without securing approval of the Municipality and updating the listing of their Records.

The Municipality retains right of access to the vault and the Storage Area at all times.

3. Term

The term of this Agreement will commence on the date of execution of the agreement (the Initial Term) and will automatically renew for successive terms of one (1) year (each a Renewal Term) unless either Party provides the other Party with one hundred eighty (180) days prior written notice to the end of the Initial Term or the Renewal Term.

4. Insurance

The Historical Society shall put in effect and maintain in its name, at its expense, all the necessary insurance that would be considered appropriate for a prudent tenant undertaking this type of operation for the period during which the Agreement is in effect with insurers acceptable to the Municipality, including:

- i) Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence. The policy shall include:
 - a) Cross liability;
 - b) Contractual liability;
 - c) A thirty (30) day written notice of cancellation;
 - d) Contents coverage on a replacement cost basis for all property owned by the Historical Society.

The Historical Society shall provide the Municipality with a valid Certificate of Insurance as evidence of the above coverages upon signing the agreement;

The Municipality at its sole discretion may in writing change the insurance required under this Agreement including, but not limited to, the limit of insurance. The revised insurance requirements will come into effect at the latest of 4 months from the date of notice or upon the next renewal date of the Historical Society's existing policy at the date notice is provided.

5. Records Access

Nothing contained herein shall be construed as giving to the Historical Society anything more than permission to store and access their records until such time as this agreement expires or is terminated or the removal of the Records may be required as provided.

The parties acknowledge and agree that no length of time of, or enjoyment by the Historical Society of the permission granted herein shall give any right, title or interest to the Historical Society or its successors in title, of the subject property or shall deprive the Municipality by the operation of any limitation period or otherwise of any right to require the removal of the Records to the satisfaction of the Municipality at the Historical Society's expense.

The Historical Society hereby covenants and agrees that at the time that the Records are removed in whole or in part, and in any event, upon the expiry or termination of this Agreement, that the Records shall be removed, at the Historical Society's sole expense, so that they are located entirely off the subject property and at such time, this agreement shall become null and void and be of no further effect. If the records are removed in whole, then this Agreement shall be terminated as of date of removal.

The Municipality covenants and agrees that the Historical Society, and its respective officers, servants, workers, employees, agents and contractors, under its control or supervision or any of them shall have the right from time to time and at all reasonable times during the currency of this agreement, to enter in the Storage Area, with all necessary workers, plant, equipment and material for the purpose of inspecting, repairing, altering or removing the Records from the subject Premises in accordance with this agreement. Such inspection shall not free or relieve the Historical Society in any way whatsoever from the liability under the covenant set out to keep and maintain the Records in good and proper repair and condition.

The parties acknowledge and agree that this agreement does not in any way whatsoever diminish the rights of the Municipality, or any gas, telephone, telegraph, electric light or other public utility company, their respective officers, servants, workers, employees, agents and contractors, to enter at all times the Storage Area if required.

6. Notices

Any notice required or permitted to be given by one party to the other pursuant to the terms of this agreement shall be given:

to the Municipality at:

Municipality of Kincardine
1475 Concession 5 RR #5
Kincardine, Ontario N2Z 2X6
Facsimile No.: (519) 396-8288

to the Historical Society at:

Township of Bruce Historical Society
c/o Murray Howe
3815 Hwy 21
Tiverton, ON N0G 2T0

7. Assignment

No assignment of this agreement by the Historical Society is permitted.

This agreement and everything herein contained shall correspond with the Premises and be binding upon the parties, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Municipality and the Historical Society have executed this Agreement.

**THE CORPORATION OF THE
MUNICIPALITY OF KINCARDINE**

**TOWNSHIP OF BRUCE HISTORICAL
SOCIETY**

Name: Anne Eadie
Title: Mayor

Name:

Name: Sharon Chambers
Title: Chief Administrative Officer

Name:

I/we have authority to bind the
corporation

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Authorized by By-law No. 2019 -