

The Corporation of the Township of North Frontenac

By-law #2025-31

Being a By-law to Authorize the Mayor and Clerk to Sign a Rental Agreement with the North Frontenac Historical Society and Archives for the Office Space at the Lavant Public Works Garage

Now Therefore the Council for the Corporation of the Township of North Frontenac enacts that the Mayor and Clerk are authorized to sign the Rental Agreement attached as Schedule "A" to this by-law;

And That all resolutions, by-laws or parts of by-laws, which are contrary to or inconsistent with this by-law, are hereby repealed.

And That this by-law shall come into full force and effect on the date of final passing.

Read a first and second time on **July 10, 2025**.

Read a third time and finally passed on **July 10, 2025**.

Gerry Lichty, Mayor

Tara Mieske, Clerk

This Rental Agreement made this 10th day of July, 2025

Between:

The Corporation of the Township
of North Frontenac

(The "Lessor")

-and-

North Frontenac Historical Society and Archives

(The "Lessee")

Whereas the Corporation of the Township of North Frontenac has agreed to grant the North Frontenac Historical Society & Archives (NFHSA) a non-exclusive Rental of the office space in the Lavant Public Works Garage in accordance with the terms of this Rental Agreement;

Now Therefore Witnesseth that in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the parties agree with each other as follows:

1. Premises

The premises is the space known as the office space in the Lavant Public Works Garage located at 11586 Road 509, Snow Road, Ontario.

2. Term of Rental Agreement

This Rental Agreement is effective July 15, 2024 to July 15, 2030. A new Agreement shall be prepared and executed upon expiration of this Agreement if both parties mutually agree to continue this Agreement.

3. Rental Fee

The annual rental fee payment shall be two dollars (\$2.00) to be paid by the NFHSA to the Township upon execution of the Agreement and annually if it is renewed.

4. Responsibilities of the Township

The Corporation of the Township of North Frontenac is responsible for:

- i) All energy costs and maintenance of lighting fixtures (excluding light bulbs), heating, minor repairs and snow removal of the parking lot.
- ii) Insuring the building only which does not include the contents.
- iii) Providing limited custodial services to include vacuuming and washing the floor monthly and waxing as required; dusting fixtures and furniture monthly; cleaning washrooms monthly; cleaning of windows inside every three months and outside spring and fall.

5. Responsibilities of the NFHSA

The NFHSA is responsible for:

- i) Using the Lavant Office Space for the purpose of storing artifacts and materials and other uses related directly or indirectly to the operation of the NFHSA only
- ii) Maintaining the Office Space in good repair, to be kept clean and free from rubbish and debris and from objects that might create a health, fire or accident hazard.
- iii) Security of the Office Space and its contents.
- iv) Snow removal from the office steps and landing and from the emergency exit door and to keep both areas clear to facilitate accessible ingress and egress in the case of an emergency.
- v) The installation and payment of telephone and internet service if required.
- vi) Custodial work beyond what is described in Section 4 iii) is the responsibility of the NFHSA.

6. Other Considerations

- i) The Township and the NFHSA shall each have the right to terminate this Agreement by giving sixty (60) days' notice in writing to the other party of their intention to terminate.
- ii) The water is not routinely tested for public consumption. In accordance with Ontario Regulation 319/08, as amended, Small Drinking Water Systems, the Manager of Community Development will provide signage which shall be kept posted in the kitchen and washroom.
- iii) The Township will insure the building. However, any contents belonging to the NFHSA will not be covered under the Township's insurance coverage and any loss of said contents is the responsibility of the NFHSA.
- iv) The Manager of Community Development or his/her representative is permitted to access the office space.
- v) The NFHSA may use the washroom and kitchen facilities.
- vi) Leasehold major improvements and/or modifications to the office will be subject to approval by the Township Council prior to work commencing. Arrangements concerning expenses incurred for same will be mutually agreed upon by the Township and the NFHSA.
- vii) Requests for minor repairs will be reviewed by both parties and subject to the Manager of Community Development's approval.
- viii) The NFHSA may permit members of the public into the facility to view historic artifacts, while being supervised by at least one member of the NFHSA.
- ix) That, upon the disbandment of the NFHSA, this Agreement shall terminate.
- x) That in case default is made in the fulfillment of any covenants on the part of the NFHSA, whether expressed or implied, and is continued for the space of one (1) calendar month, the Township may terminate this Agreement, provided fifteen (15) days written notice has been given setting out the default to be cured.

The NFHSA shall indemnify and save harmless the Township, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Licencee, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this License of Occupation Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Licencee in accordance with this Licence of Occupation Agreement, and shall survive this Licence of Occupation Agreement.

The Township shall indemnify and save harmless the NFHSA, its directors, officers, employees, agents contractors and subcontractors from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, to the extent arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Township, its elected officers, employees, and agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this License of Occupation Agreement.

The NFHSA shall, at their expense, obtain and keep in force during the term of the Licence of Occupation, and any renewal thereof General Commercial Liability Insurance satisfactory to the Township and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage, and Personal Injury and shall include but not be limited to:

- i. A limit of liability not less than \$2,000,000;
- ii. Add the Township as an additional insured with respect to the operation of the Named Insured;
- iii. The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured;
- iv. Non-owned automobile coverage of not less than \$2,000,000 and shall include contractual non-owned coverage;
- v. Products and completed operations coverage;
- vi. Broad Form Property damage;
- vii. Contractual Liability;
- viii. Owners and Contractors Protective;
- ix. Hostile Fire;
- x. The Policy shall provide 30 days prior notice of cancellation, alteration or if the policy has lapsed.

This Agreement sets out all of the terms and conditions that have been agreed to between the Township and the NFHSA, and superseded any previous agreements, verbal or written, that may otherwise exist between them concerning the subject matter of this Agreement.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be unreasonably withheld.

This Agreement shall be binding on and ensure to the benefit of the parties and their respective personal representatives, successors and assigns.

In Witness Whereof the parties have set their hands and seals as of the day and year first written above.

Signed, Sealed and Delivered

The Corporation of the Township of North Frontenac

Mayor

Clerk

North Frontenac Historical Society and Archives

Brenda Martin, Coordinator

I have authority to sign on behalf of the NFSHA.