



**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 3662-2023
A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN
THE AUGUSTA LIBRARY BOARD, THE UNITED CHURCH OF CANADA AND
THE CORPORATION OF THE TOWNSHIP OF AUGUSTA**

WHEREAS the Municipal Act, S.O. 2001, as amended, authorizes a municipal council to enter into agreements.

AND WHEREAS the Public Libraries Act empowers Library Boards to make provision for insuring the board's real and personal property;

AND WHEREAS the Library has limited parking available;

AND WHEREAS the United Church, located adjacent to the Library, has parking available for use by the Library;

NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF AUGUSTA HEREBY ENACTS AS FOLLOWS:

1. **THAT** the Mayor and the Clerk are hereby authorized to execute on behalf of the TOWNSHIP OF AUGUSTA this Agreement for winter maintenance.
2. **THAT** Schedule A shall form part of this By-Law.
3. **THAT** this By-Law is in full force as of October 23, 2023.

READ a first, second, and third time and finally passed this 23rd day of October, 2023



MAYOR



CLERK

Schedule A By-law 3662-2023

This Agreement is made this 23rd day of October 2023.

BETWEEN

The Augusta Township Public Library Board
4500 County Road 15
(Hereinafter referred to as the "Library")

And

The United Church of Canada (c/o Richard Denison)
4524 County Road 15
(Hereinafter referred to as the "Church")

And

The Corporation of the Township of Augusta
(Hereinafter referred to as the "Township")

This agreement witnesseth and it is hereby agreed between the parties as follows:

1. The Township shall carry out winter maintenance activities at the Library as required, including snow removal, sanding and salting.
2. The Church will allow the Library to use its parking area in return for the Township and/or the Library carrying out winter maintenance activities in the Church parking area. It is understood that winter maintenance activities at the Church are carried out in conjunction with the Library only and the Church will not be entitled to any other maintenance activities from the Township or the Library.
3. While the Township and/or the Library will make its best efforts to complete the required winter activities as expeditiously as possible, this agreement does not guarantee that the winter maintenance will be carried out within any specific timeframe.
4. The Church shall provide proof of Commercial General Liability Insurance as follows:
Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2,000,000. per occurrence / \$2,000,000. annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury and advertising injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional

Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

Such insurance shall add the Township as Additional Insured with respect to the operations of the Named Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the cancellation or material change of cover. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.

5. Indemnification:

The United Church of Canada shall defend, indemnify and save harmless the Township and the Library, their officers, employees, volunteers and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by bidder, their officers, employees, agents, or others who the bidder is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the bidder in accordance with this agreement and shall survive this agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement under seal.

SIGNED, SEALED AND DELIVERED

Dated this 23 day of October 2023.

in the presence of:

The Augusta Township Public Library Board



The United Church of Canada



The Township of Augusta


