

The Corporation of the Township of Whitewater Region

By-law Number 18-05-1074

A by-law to authorize the execution of a shared use agreement with the Beachburg Agriculture Society

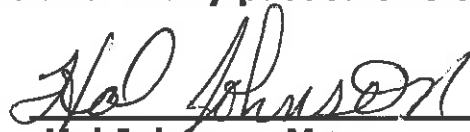
Whereas, Section 9 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

Whereas, Council of the Township of Whitewater Region deems it necessary to enter into a shared use agreement with the Beachburg Agriculture Society;

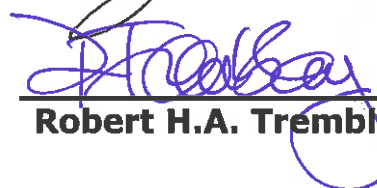
Now therefore Council of the Corporation of the Township of Whitewater Region enacts as follows:

1. The Mayor and the Chief Administrative Officer/Clerk are authorized to execute the shared use Agreement between the Beachburg Agriculture Society and the Corporation of the Township of Whitewater Region.
2. The shared use Agreement attached forms part of this by-law.
3. That this by-law shall come into force and take effect upon passing.

Read a first, second and third time and finally passed this 30th day of May, 2018.



Hal Johnson, Mayor



Robert H.A. Tremblay, Clerk

AGREEMENT BETWEEN
BEACHBURG AGRICULTURAL SOCIETY AND
CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

This agreement is entered between Beachburg Agricultural Society (BAS) and the Township of Whitewater Region (the "Township") and becomes effective upon the signing of this contract.

Whereas the BAS is a community organization created under the *Agricultural and Horticultural Organizations Act* of 1990 (the "Act");

Whereas the objects of an agricultural society under the Act are to encourage an awareness of agriculture and to promote improvements in the quality of life persons living in an agricultural community by,

- a) researching the needs of the agricultural community and developing programs to meet those needs;
- b) holding agricultural exhibitions featuring competitions for which prizes may be awarded;
- c) promoting the conservation of natural resources;
- d) encouraging the beautification of the agricultural community
- e) supporting and providing facilities to encourage activities intended to enrich rural life; and
- f) conducting or promoting horse races when authorized to do so by a by-law of the society.

Whereas the BAS is supportive of all community based activities and initiatives so long as they do not interfere with its primary responsibilities as an Agricultural Society;

Whereas the BAS own all of the property, buildings and contents at the Beachburg Fairgrounds except the arena and are the sole authority regarding their use;

Whereas the Beachburg Recreational Association (BRA) has in the past used certain BAS property and may seek to do so in the future; and

Whereas the Township of Whitewater Region is desirous of retaining permission to use certain BAS property;

Therefore, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereby agree as follows:

- 1) This Agreement applies from May 1, 2018 to April 30, 2019 (the "Initial Term")
- 2) The parties agree to review this Agreement and its contents prior to the expiry of the Initial Term, and annually thereafter for any additional terms upon which the parties may agree, and may in writing mutually agree to extend the Term on such terms as they see fit.
- 3) Township will bear all costs for the operation, maintenance, insurance, property tax,

and any other expense related to the arena.

4) The BAS will bear all costs of the operation, maintenance, insurance, property tax, and any other expenses related to the BAS property at the Beachburg Fairgrounds which are not otherwise explicitly addressed in this Agreement.

5) The Township will remove the volleyball court on BAS property before the Beachburg Fair;

6) The Township will complete a playground inspection prior to ~~(opening or when staff are certified to complete the inspection.)~~ ^{No Rm. DM} The Township will complete a playground inspection as necessary or part by regular park maintenance and provide a copy to BAS.

7) Township is permitted to use the portion of the BAS property currently configured as a ball diamond and will bear all costs for the operation, maintenance, and any other expense related to the ball diamond, save and except for the costs of maintaining the grass as addressed below. The Township will provide the BAS with reasonable advance notice of the dates and times on which the Township plans to use the ball diamond, and permission to use the ball diamond for the Township's exclusive use shall not be unreasonably withheld by the BAS.

8) The Township shall indemnify the BAS and save the BAS harmless from all losses, liabilities, damages, claims, demands and actions of any kind or nature which the BAS shall or may become liable for or suffer by reason of any breach, violation or non-performance by the Township of any covenant, term or provision of this Agreement and against any and all losses, liabilities, damages, claims, demands, actions and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence on the BAS property or arising from the occupancy or use by the Township, its agents, contractors, employees, servants, licensees, contractors or invitees of the BAS property. The Township will ensure that it is adequately insured under a general liability policy for any use it makes of the BAS property pursuant to this agreement at the Township's sole cost. A copy of the insurance documents shall be supplied in April of each year.

9) Notwithstanding the above, the BAS and Township will equally share the ^{P Fair grounds RM DM} property maintenance costs associated with maintaining the grassy areas of the arena, ball diamond, and playground area between May 1st to October 31st (the "Season"). The lawn maintenance will be completed by a professional company approved by the BAS. The lawn maintenance will include all whipper snipping required. The contract with said company will include ten (10) cuts in the season. Additional cuts requested by the Township will be paid solely by them. The Township will approve the awarded work.

10) The Township may assign its right to use the ball diamond to the BRA and may seek contribution in full or in part from the BRA for its obligations to contribute to maintenance of the BAS lands under this agreement.

11) BAS will have sole use of the arena building from Thursday July 26th to Sunday July 29th during the period of the annual Beachburg Fair. BAS will provide toilet paper and paper towel in the arena lobby washrooms and be responsible for cleaning of the washrooms

during this time.

12) The canteen will remain closed during the Beachburg Fair weekend from Thursday July 16th – Sunday July 29th. The BAS will be held responsible to notify the canteen vendor.

13) The BAS is entitled to use the arena for up to 11 hours total each year at a time of their choosing (subject to existing programming) for School Programming, without cost, in addition to the use of the Arena during the annual Beachburg Fair weekend. Scheduling of such time will depend on availability of ice and staff.

14) In consideration of the use by the BAS of the Arena during the Beachburg Fair weekend and at other times pursuant to the preceding paragraph 13), the BAS shall indemnify the Township and save the Township harmless from all losses, liabilities, damages, claims, demands and actions of any kind or nature which the Township shall or may become liable for or suffer by reason of any breach, violation or non-performance by the BAS of any covenant, term or provision of this Agreement and against any and all losses, liabilities, damages, claims, demands, actions and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence on the Arena property or arising from the occupancy or use by the BAS, its agents, contractors, employees, servants, licensees, contractors or invitees of the Arena. The BAS will ensure that it is adequately insured under a general liability policy for any use it makes of the Arena pursuant to this agreement at the BAS's sole cost. A copy of the insurance documents shall be supplied in April of each year.

15) Township of Whitewater Region acknowledges that BAS is the owner of the property known as the Beachburg Fair grounds and subject to this agreement has the sole authority to decide the use and purpose of the Beachburg Fair grounds. Township of Whitewater Region will consult BAS for any future initiatives or projects involving the resources or property of BAS **IN ADVANCE AND IN WRITING** before making any public announcements or commitments.

In witness whereof the undersigned have duly executed this Agreement this 30 day of May, 2018:

Rona-Lee McCrea
Rona-Lee McCrea:
President, Beachburg Agricultural Society

Hal Johnson
Mayor, Hal Johnson
Township of Whitewater Region

I have authority to bind the BAS

Robert Tremblay
Robert Tremblay, C.A.O.
Township of Whitewater Region

I/We have authority to bind the Township