

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL**

(“the Township”)

-and-

**THE UNITED COUNTIES OF LEEDS AND GRENVILLE**

(“UCLG”)

**WHEREAS:**

- a. The Township wishes to store a sidewalk clearing plow (“the Unit”) at the UCLG patrol yard located at 2320 County Rd. 21, Spencerville, ON K0E 1X0 (“the Yard”) during the months of October to April.

In consideration of the mutual covenants, conditions and agreements contained in this Memorandum of Understanding (“MOU”) it is agreed by the parties hereto as follows:

**1. TERM**

- 1.1 The Term of this MOU shall be for a period of five (5) years commencing on October 1, 2024 and ending October 1, 2029 (“the Term”).
- 1.2 This MOU may be renewed for an additional period of five (5) years in the event that the Township gives written notice of its intention to extend the MOU not less than sixty (60) days prior to the expiration of the Term and provided that this MOU has not been terminated in accordance with clause 5.

**2. STORAGE**

- 2.1 The Township shall be permitted to store the Unit at the Yard during Term from October 1<sup>st</sup> to April 30<sup>th</sup>, each year.
- 2.2 UCLG shall provide access to a 110v power supply for the purposes of powering the block heater located in the Unit.
- 2.3 UCLG shall provide salt and sand for the Unit.

### **3. RENT**

- 3.1 The Township shall pay to UCLG **\$400.00** per year of the Term (“the Basic Rent”) commencing in 2024.
- 3.2 The costs of the salt and sand provided by UCLG in accordance with clause 2.3 are not included in the Basic Rent. The Township shall pay the Counties annual applicable cost per tonne of salt or sand supplied. UCLG shall provide a record of all salt and sand provided by it to the Township for use in the Unit along with an invoice to the Township in January (covering the period of October, November, and December) and in April (covering the period of January, February, March and April).

### **4. INDEMNIFICATION**

- 4.1 The Township shall indemnify and save harmless UCLG, its elected officials, officers, agents, employees, contractors and volunteers 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 damage to or destruction of tangible property including loss of revenue arising out of the negligence, errors, omissions, whether willful or otherwise of the Township, in its operation, storage or use of the Unit during the Term.
- 4.2 UCLG shall indemnify and save harmless the Township, its elected officials, officers, agents, employees, contractors and volunteers 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 damage to or destruction of tangible property including loss of revenue arising out of the negligence, errors, omissions, whether willful or otherwise of UCLG, in its operation and/or occupation of the Yard during the Term.
- 4.3 Nothing in this section prevents the parties from seeking compensation from each other in the event that one party damages the property of the other during the Term.<sup>1</sup>

### **5. TERMINATION**

- 5.1 Either party may terminate this MOU upon giving six (6) months written notice to the other party for any reason whatsoever in their sole and unfettered discretion.

---

<sup>1</sup> For example, if the Township damages UCLG buildings or equipment while storing the Unit at the Yard, UCLG will not be prevented from seeking compensation from the Township (this is included solely and exclusively for the purposes of illustrating the intent of this clause).

## **6. NOTICE**

- 6.1 Any notice, report or other communication required or permitted to be given hereunder shall be in writing unless some other method of giving such notice, report or other communication is expressly accepted by the party to whom it is given by being delivered to an officer of such party during normal working hours, emailed or mailed to the following addresses of the parties respectively:

### **To the Township:**

18 Centre Street  
P.O. Box 129  
Spencerville, ON K0E 1X0

### **To UCLG:**

25 Central Ave. W.  
Suite 100  
Brockville, ON K6V 4N6

Any notice, report or other written communication, if delivered, shall be deemed to have been given or made on the date on which it was delivered to any employee of such party, or if mailed, postage prepaid, shall be deemed to have been given or made on the eighth business day following the day on which it was mailed (unless at the time of mailing or within forty-eight hours thereof there shall be a strike, interruption or lock-out in the Canadian postal service in which case service shall be by way of delivery only). Either party may at any time give notice in writing to the other party of the change of its address for the purpose of this Section.

## **7. GENERAL**

- 7.1 The signatories to this agreement have authority to bind their respective organizations and have mutually drafted this agreement.
- 7.2 The effective date of this agreement is the date on which the latter party signs it.
- 7.3 The interpretation of this agreement shall be governed by the laws of Ontario or Canada applicable thereto.

7.4 There are no representations, collateral agreements, warranties or conditions affecting this agreement. There are no implied agreements arising from the terms herein, and this agreement constitutes the entire agreement between the parties.

7.5 Any amendments to this agreement must be in writing, signed by both parties, dated and witnessed.

-----SIGNATURE PAGE FOLLOWS-----

**THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL**

Per: \_\_\_\_\_  
Name: Sean Nicholson  
Title: Chief Administrative Officer

Per: \_\_\_\_\_  
Name: Tory Deschamps  
Title: Mayor

*(We Have Authority to Bind the Corporation)*

**THE UNITED COUNTIES OF LEEDS AND GRENVILLE**

Per: \_\_\_\_\_  
Name:  
Title: Chief Administrative Officer

Per: \_\_\_\_\_  
Name: Nancy Peckford  
Title: Warden

*(We Have Authority to Bind the Corporation)*