

# SITE MAINTENANCE AGREEMENT

## SNC 164: The Healing Place

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2022

### BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL**  
(a municipal corporation under the *Municipal Act*, 2001, S.O. 2001 c. 25)  
(hereinafter the "Municipality")

- and -

**SOUTH NATION RIVER CONSERVATION AUTHORITY**  
(a conservation authority under the *Conservation Authorities Act*, R.S.O. 1990 c. C-27)  
(hereinafter "SNC")

**WHEREAS** SNC is the owner of SNC 164: The Healing Place (the "Healing Place") located at 8040 Shanly Road (County Road 22), Shanly, ON;

**AND WHEREAS** the Municipality recognizes the importance of the Healing Place to watershed residents and has equipment and capabilities to assist with their operation;

**AND WHEREAS** the Municipality and SNC wish to enter into a partnership for the maintenance of the Healing Place;

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Municipality and SNC agree as follows:

### Dates of Operation

1.1 The Healing Place is open to the public year round, however site access is not maintained during the winter season.

### Term

2. The term of this Agreement is June 30, 2022, to December 31, 2023-2026.

## **Termination**

3. Either party may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 60 days' notice.

## **Reporting Property Damage**

4. The Municipality shall immediately notify SNC of property damage or vandalism reported by the public or discovered during maintenance.

## **Responsibilities**

- 5.1 SNC responsibilities include:

- a) Site development and overall maintenance.

- 5.2 The Municipality include:

- a) Mow grass at their discretion, in areas indicated on the map included in 'Schedule A: Healing Place – Mowed Areas'.

## **Insurance**

- 6.1 Each party, at their own expense, shall maintain insurance requirements for the duration of the Agreement as noted below:

- a) Commercial General Liability issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 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; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; Employers Liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall add the [the Municipality/ SNC] as Additional Insured subject to a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the [the Municipality / SNC].

- b) Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death, and damage to property with a limit of not less than \$5,000,000 inclusive for each and every loss.

- 6.2 Each party shall, upon request, provide the other party with a certificate of insurance evidencing the above noted coverage including a 30-day notice of cancellation.

- 6.3 Each party shall be responsible for the physical damage to their equipment used in providing services as outlined in the Agreement. Any applicable Deductible to any insurance coverage shall be the sole responsibility of the Named Insured.
- 6.4 Each party shall, upon request, provide evidence of WSIB or its equivalent in addition to General Insurance.

### **Indemnity**

7. Each party hereto agrees to indemnify and save harmless the other (including the other's employees, agents, directors, councillors, officers, and executives) from any and all claims, demands, losses, charges, liabilities, actions, causes of action and any other proceedings of any nature made or brought against, suffered or imposed upon the parties or their property in respect of any loss, damage, injury or death to any person or property directly or indirectly arising of, resulting from or sustained in relation to work arising out of or allegedly attributable to the negligence, acts, errors, and omissions performed in accordance with this Agreement. The obligations set out in this clause shall survive the expiration or termination of this Agreement.

### **Notice**

8. Any notice, information, or document required under this Agreement shall be deemed given if hand-delivered or sent via email or post. Any notice delivered, sent by email shall be deemed to have been received on the next working day after it is sent. Any notice that is mailed via post shall be deemed to have been received five (5) working days after being mailed.

Notice shall be addressed to the following:

To the Municipality: Township of Edwardsburgh/Cardinal  
18 Centre St., PO Box 129  
Spencerville, ON K0E 1X0  
Attention: XXXXXXXXX

To SNC: South Nation River Conservation Authority  
38 Victoria Street,  
Finch, ON K0C 1K0  
Attention: Team Lead, Special Projects

### **Severability of provisions**

9. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

**Counterparts**

- 10. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Amendments**

- 11. The Agreement may only be amended by a written agreement duly executed by the Parties.

**Assignment**

- 12. The parties shall not assign any of their rights or obligations under the Agreement without prior written consent. Except as expressly provided in the Agreement, all rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

**Governing law**

- 13. This Agreement shall be governed by the laws of the Province of Ontario.

**SIGNED**

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

\_\_\_\_\_  
Dave Grant  
Chief Administrator

\_\_\_\_\_  
Date

*We have the authority by by-law to bind the Corporation of the Township of Edwardsburgh/Cardinal*

**SOUTH NATION RIVER CONSERVATION AUTHORITY**

\_\_\_\_\_  
Angela Coleman  
General Manager/Secretary-Treasurer

\_\_\_\_\_  
Date

*I have the authority to bind the South Nation River Conservation Authority.*