

Municipality Of West Elgin

This Agreement made as of the 24th day of June, 2021

Between:

The Corporation of the Municipality of West Elgin
(hereinafter referred to as the "Municipality")

Of The First Part

-and-

West Elgin Community Health Centre
(hereinafter referred to as "WECHC")

Of The Second Part

Whereas the WECHC intends to use a piece of Rodney Park, as shown in Appendix A to this agreement, as a site for a community garden to plant vegetables, herbs and flowers (the "Program"); and

Where the Municipality has agreed to permit WECHC to use a piece of the property as laid out in Appendix A to this agreement, for the Program based on the terms and conditions set out herein;

Now therefore that in consideration of the mutual covenants contained herein, the parties hereto covenant and agree to as follows:

1. Grant of Access

- 1.1. WECHC has the right to use the lands as laid out in attached Appendix A for the Community Garden Program (herein after referred to as the "Premises").
- 1.2. The Municipality hereby grants the non-exclusive right, subject to restrictions contained herein, to enter the Premises for the sole purpose of the Community Garden Program.

2. Compensation

- 2.1. On execution of this Agreement, WECHC shall pay to the Municipality the amount of \$1.00, the receipt of which is acknowledged.
- 2.2. The Municipality shall not, in any event, be responsible for any of the costs incurred by WECHC performance of the Agreement.

3. General Terms and Conditions

- 3.1. The Municipality makes no representation or warranties concerning the arability of the premises for WECHC intended purposes and WECHC accepts the premises "as is".
- 3.2. WECHC shall obtain all necessary approvals and permits in respect to the use of the Premises and shall comply with all laws, directions, rules and regulations of all government authorities having jurisdiction in respect thereof.
- 3.3. WECHC agrees to provide any security required to supervise and limit access to the Premises, if any, both during the daylight times or otherwise. As well WECHC, may erect fencing on the Premises, subject to General Terms 3.2.
- 3.4. WECHC shall make any arrangements required for washroom facilities for those that attend the Premises, if washrooms are deemed necessary, as per General Terms 3.2.
- 3.5. WECHC may erect or place a 10x10 garden shed and garden beds on the premises.
- 3.6. WECHC shall be solely responsible for costs to prepare, plant and harvest crops on the Premises as well as all fencing and other buildings erected.
- 3.7. WECHC shall ensure that all crops and gardening activities or debris stay within the boundaries of the Premises and shall clean any adjacent property as necessary if debris spills onto the same.
- 3.8. The Municipality makes no assurances that the Premises shall have a ready access to point to a water supply.
- 3.9. WECHC agrees that during the growing season the Premises shall be suitably maintained, and that once the crop has been harvested the Premises shall be left free and clear of plant material or other rubbish.
- 3.10. WECHC shall ensure that restrictions are in place to control invasive species, illegal plants, herbicides and pesticides.
- 3.11. WECHC agrees to meet with the Municipality and come to a mutual agreement on a satisfactory state of return of the Premises, should the Community Garden be no longer viable.

4. Insurance, Liability and Risk

- 4.1. West Elgin Community Health Centre shall save the Corporation of the Municipality of West Elgin, its officers, servants and employees from any liability

for bodily injury or property damage however caused. WECHC shall accept full responsibility for any and all damages incurred during its occupancy of the premises from any claim arising out of the use thereof.

4.2. WECHC shall, at their own expense obtain and keep in force during the term of the Agreement, with evidence of:

- Professional Liability Insurance on an occurrence basis for an amount not less than two million, (\$2,000,000) dollars and shall include the Corporation of the Municipality of West Elgin as an additional insured with respect to West Elgin Community Health Centre operations, acts and omissions relating to its obligations under this Agreement, such policy to include personal injury, broad form property damage, contractual liability, owners' and proponents' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the Corporation of the Municipality of West Elgin in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

4.3. Should there be issues of non-compliance for the terms and conditions of this Agreement by WECHC, the Municipality and WECHC shall meet to discuss the issues. In the event that the issues persist or are not adequately resolved, the Municipality reserves the right to terminate this agreement by providing thirty (30) days written notice to WECHC.

5. Term

- 5.1. WECHC shall be the primary contact with the Municipality, whether or not another non-profit group or individuals assumes the role of preparation, planting or harvesting of any of the crops on the Premises, and WECHC shall be solely responsible for making any application to the Municipality for use of the property.
- 5.2. This agreement shall terminate on the 31st of December 2024. However, this contract shall automatically be renewed from year to year following 2024 with the same terms and conditions unless and until either party gives forty-five (45) days written notice to terminate or renegotiate this agreement

6. Severability

Each paragraph of this agreement shall be and remain separate from and independent of and severable from all and any other paragraph herein except where otherwise indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement.

7. Notice

Any notice required to be given hereunder shall be deemed to have been properly given if delivered personally or sent by pre-paid registered mail as follows:

- (a) to West Elgin Community Health Centre
153 Main Street
West Lorne, ON N0L 2P0
- (b) to the Municipality: The Municipality of West Elgin
22413 Hoskins Line
Rodney, ON N0L 2C0


and if sent by registered mail shall be deemed to have been received on the 4th business day of uninterrupted postal service following the date of mailing. Either party may change its address for notice at any time, by giving notice to the other party pursuant to the provisions of this agreement.

8. Interpretation Of Agreement

The validity, interpretation, construction and performance of this agreement shall be governed by the Laws of the Province of Ontario.

In witness whereof the parties hereto have caused this agreement to be executed as of the 28th day of June, 2021.

Municipality Of West Elgin



Mayor Duncan McPhail



Jana Nethercott, Clerk

West Elgin Community Health Centre



Andy Kroeker, Executive Director



Witness

Appendix A

Location of Premises

North section of Rodney Park, legally described at Plan 111D Lot 6, PT Lot 5, PT Lot 11, PT Lot 25. More accurately illustrated in the map below:



Area to generally be 154 feet wide and 58 ft deep.



4711 Yonge Street, Suite 1600
 Toronto, ON M2N 6K8
 Tel: 416.733.2773
 800.465.7357
 Fax: 416.733.2438
 800.668.6277

1200 Rathesay Street
 Winnipeg, MB R2G 1T7
 Tel: 204.943.4125
 800.442.7751
 Fax: 204.949.0250

Healthcare Insurance Reciprocal of Canada

Memorandum of Insurance

To: *Corporation of the Municipality of West Elgin
 22413 Hoskins Line, Rodney, Ontario N0L 2C0*

Re: *Community Garden Agreement*

INSURANCE AS DESCRIBED HEREIN HAS BEEN ARRANGED ON BEHALF OF THE INSURED NAMED HEREIN UNDER MASTER POLICY NO. 2021/1, AND AS MORE FULLY DESCRIBED IN SAID POLICY AND CERTIFICATES ISSUED THEREUNDER AND ANY ENDORSEMENTS ATTACHED THERETO.

INSURED: *West Elgin Community Health Centre*

	Certificate Number	Date		Limit of Liability
		Effective	Expiration	
Composite Healthcare Insurance Policy, including:	107101	Jan. 1/21	Until cancelled	\$2,000,000 Any one occurrence
Bodily Injury Personal Injury Third Party Property Damage Cross-Liability and Severability of Interests Tenant's Legal Liability Non-Owned Automobile Healthcare Professional Liability Contractual Liability Products and Completed Operations Liability Contingent Employers' Liability	<i>The Additional Insured shown hereon is added to this policy but only with respect to liability arising out of the actions of West Elgin Community Health Centres in connection with the community garden agreement for the use of premises at Rodney Community Centre, 138 Queens Line in Rodney, Ontario during the period of June 21, 2021 to December 31, 2024, and only to the extent of the insurance provided under coverage Section A - Bodily Injury and Section B - Third Party Property Damage inclusive of this policy. Thirty (30) days' written notice of material change to, cancellation or termination of this policy shall be provided to the Additional Insured.</i>			

Additional Insured: Only with respect to the above and arising out of the Named Insured's operations is the following name added to the policy as an Additional Insured. The policy limits are not increased by the addition of such Insured beyond those stated in this Memorandum.

Additional Insured: *Corporation of the Municipality of West Elgin*

THIS MEMORANDUM CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED ONLY TO THE ADDRESSEE.

June 23, 2021

Date

Attorney

depts/io/mem/exl/107101-31