THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON

BY-LAW NO. 3-2016

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Wingham Trailer Park Operating Agreement between The Royal Canadian Legion Branch 180-Wingham and The Corporation of the Township of North Huron.

WHEREAS the Municipal Act, 2001, as amended permits the Councils of all municipalities to enter into certain agreements;

AND WHEREAS Council is desirous of executing a Wingham Trailer Park Operating Agreement between The Royal Canadian Legion Branch 180-Wingham and The Corporation of the Township of North Huron;

AND WHEREAS Council deems it expedient to enter into said agreement;

NOW THEREFORE, the Council of the Corporation of the Township of North Huron ENACTS the following:

1. The Reeve and Clerk are hereby authorized to sign and execute on behalf of Council, a Wingham Trailer Park Operating Agreement between The Royal Canadian Legion Branch 180-Wingham and The Corporation of the Township of North Huron.

2. A copy of the said Wingham Trailer Park Operating Agreement is attached hereto and designated as Schedule A to this By-law.

3. That this By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 4TH DAY OF JANUARY, 2016.

READ A THIRD TIME AND PASSED THIS 4TH DAY OF JANUARY, 2016.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of Corporate Services/Clerk
WINGHAM TRAILER PARK OPERATING AGREEMENT

THIS LICENCE made this 4th day of January, 2016

BETWEEN:

THE ROYAL CANADIAN LEGION
BRANCH 180-WINGHAM
(the "Licensee")

-and-

THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON
(the "Township")

WHEREAS:

1. The Township is the registered owner of the property known municipally as the Wingham Trailer Park, 166 John Street, Wingham, Ontario, legally described as Plan 410, Lots 367-370, Part of Arthur Street, Part Block D Mill reserve, Lane between Lots 367-370, and Lots 410-404, and shown more particularly on the map attached to this Agreement as Schedule "A" (the "Trailer Park");

2. The Licensee completed the terms of the Wingham Trailer Park Operating Agreement from November 19, 2012 and has indicated their desire to renew the license agreement for a further 3 year term;

3. At the time of renewal, both parties agreed that there were no major capital projects anticipated at the Wingham Trailer Park over the term of the license renewal;

4. The Licensee agrees to maintain and operate the Trailer Park.

NOW THEREFORE in consideration of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Township grants to the Licensee a licence to operate the Trailer Park for three years commencing January 1, 2016 and ending December 31, 2018.

2. The Licensee shall pay to the Township twenty-five percent (25%) of the net revenue from the operation of the Trailer Park (the "License Fee"). Such net revenue shall include all amounts received from all operations of the Trailer Park including, without limitation, site rental fees and any other revenues generated at the Trailer Park. Payment shall be made to the Township once per year within 15 days of the end of each calendar year of the agreement. The Licensee shall provide the Township with annual financial statements for the Trailer Park operations, prepared by the Legion Financial Officer, by no later than December 31st of each year. Any discrepancy between the amounts received by the Township as Licence Fee and the amounts shown in the annual financial statements shall be adjusted within ten (10) days of the delivery of the annual financial statements to the Township by the party who received the benefit of any mistake.

3. The Licensee and the Township will reconcile site utility accounts and any other miscellaneous expenses three (3) times during the Licence, and any renewal thereof, on July 31st, October 31st and December 31st.
This License may be renewed upon agreement between the parties hereto. The Township and the Licensee agree to begin discussions regarding the renewal of this Licence no later than August 1 of 2018. The Licensee shall have the first right of refusal to operate the Trailer Park, provided however that if the parties hereto cannot come to agreement as to the renewal of this Licence by December 31st of 2018 the Township shall have the option to contract with another party to operate the Trailer Park, or to operate the Trailer Park itself. This License may not be assigned by the Licensee without the prior written consent of the Township, which consent may be arbitrarily withheld.

The parties hereto agree that, if at any time a dispute shall arise with respect to the intention and or interpretation of this Agreement, the issue shall be resolved through discussions between the Licensee and the representative of the Township of North Huron. Should a mutually acceptable solution not be attained within a reasonable time period as a result of said discussions, the matter shall be referred to a public meeting of the Council of the Township of North Huron (the "Council") for a final and binding decision. Either the Licensee or the representative of the Township of North Huron shall have the ability to request the intervention of the Council.

Both the Township and the Licensee shall each have the unilateral right and option (in each of their sole discretion) to terminate this Licence for any reason whatsoever upon giving notice to the other party in writing of its intention to terminate one (1) year prior to the date upon which such termination is to take effect.

In the event this Licence is terminated the payments hereby reserved and outlined in Sections 2, 8 and 9 of this agreement shall be apportioned and paid only to the date of termination and no allowance, compensation or payment shall be allowed or made to one party by the other in respect of any improvements, repairs, fixtures and/or alterations made in, to or upon the Trailer Park.

If any of the following events occur:

(i) The Licensee defaults under the terms of this License and such default shall continue following thirty (30) days' written notice thereof by the Township; or

(ii) The Licensee becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if proceedings are begun to wind up the Royal Canadian Legion Branch 180, Wingham;

then the Township, in addition to any rights accorded by law, immediately or any time thereafter, may terminate this Licence without further notice to the Licensee.

(iii) The Township defaults under the terms of this License and such default shall continue following thirty (30) days' written notice thereof by the Township; or

(iv) The Township becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if proceedings are begun to wind up the Township of North Huron;

then the Licensee, in addition to any rights accorded by law, immediately or any time thereafter, may terminate this Licence without further notice to the Township.

The Licensee agrees to operate and maintain the Trailer Park as follows:

a) Renting camp sites;
b) Managing rental agreements;
c) Signing rental contracts;
d) Collecting fees;
e) Verifying insurance on trailer in seasonal rentals;
f) Develop and enforce campground rules;
g) Pay power and water bills;
h) Trailer Park marketing;
i) Open and close the Trailer Park yearly, excluding water services and water testing;
j) Minor maintenance (e.g. plugged toilets, leaking taps, tripped breakers);
k) Cleaning washrooms;
l) Stock and supply washrooms;
m) Painting washrooms as required;
n) Grass cutting;
o) Gardens and flowers maintenance;
p) Spring outdoor cleanup;
q) Remove tree litter;
r) Trash and waste removal.

10 The Township will be responsible for:
   a) Water and sewer services repairs and replacements;
b) Electrical services repairs and replacements;
c) Large tree maintenance;
d) Washroom fixtures;
e) All capital work;
f) Payment of property taxes;
g) Opening and closing the water seasonally.

11 The Licensee shall provide the Township with the name and telephone number of a contact person for the Licensee, so that the Township may direct public inquiries and concerns to that individual.

12 Whenever in this Agreement notice is required to be given by either party to the other, such notice shall be given and shall not be deemed to have been duly given unless so given in writing and forwarded by registered mail, address as follows:

To the Township at:

The Corporation of the Township of North Huron
P.O. Box 90
274 Josephine Street
Wingham, Ontario, N0G 2W0

Attention: Director of Recreation and Facilities

To The Royal Canadian Legion Branch 180- Wingham at:

183 Victoria St. West
Wingham, ON. N0G 2W0

Such address may be changed from time to time by notice as provided above.
This Licence shall, where the context permits, be binding on, extend to and ensure to the benefit of the parties hereto and their permitted successors and assigns.

This Agreement contains the whole agreement between the parties with respect to the subject matter of this Agreement. There is no representation, warranty, collateral agreement or condition affecting this Agreement other than as expressed herein.

This Agreement may not be modified or amended except by instrument in writing signed by the Township and Licensee.

The Licensee shall provide the Township prior to the commencement of this Agreement, and at any time upon request, proof of general liability insurance for a limit of no less than Five Million Dollars ($5,000,000.00) per occurrence. Coverage shall include, but not be limited to, bodily injury including death, personal injury, property damage including loss of use thereof, premises and completed operations liability, blanket contractual liability, owners' and contractors' protection, and contain a cross liability, severability of insured clause. The Township shall be added as an additional insured. Coverage shall also include sudden and accidental pollution (120 hour reporting period). As determined by the Township, the Licensee may be required to provide and maintain additional insurance coverage(s) which are related to the License. All applicable premiums and deductibles are at the sole expense of the Licensee, and all policies shall apply as primary and not excess of any insurance available to the Township. The policy shall be endorsed to provide the Township thirty (30) days prior to written notice should the policy be cancelled.

The Licensee shall not allow any activity that is contrary to the Township's by-laws or the laws of the Province of Ontario in or about the Trailer Park.

The Licensee shall at all times indemnify and save harmless the Township, its officers, employees and members of Council, from and against any and all manner of claims, demands, losses, costs (including legal fees), charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed on the Township in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from, or sustained as a result of this Licence, provision of services, or any operations connected therewith unless caused by the negligence or wilful misconduct of the Township.

The permission to utilize the Trailer Park granted hereby operates solely as an Agreement for the term set out in this Agreement, and does not transfer an exclusive possessory right or leasehold interest to the Licensee.

A breach of any of the conditions of this Agreement by the Licensee or the Township will constitute an automatic cancellation of this Licence upon written notice thereof. This clause may be waived at the discretion of the non-defaulting party, said waiver to be in writing.

The Township shall be allowed access to the Trailer Park at all times for the purposes of inspection thereof. In the event the Township is required to perform maintenance at the Trailer Park, it shall provide 48 hours’ notice to the Licensee. Notwithstanding the foregoing, in the event emergency maintenance is required, as determined in the sole discretion of the Township acting reasonably, the Township shall be permitted access to the Trailer Park to perform such emergency maintenance without notice.
IN WITNESS WHEREOF the parties hereto have signed this Agreement on the date first written above.

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

Date: January 4, 2016
Per: Neil Vincent
Neil Vincent, Reeve

Date: January 4, 2016
Per: Kathy Adams
Kathy Adams, Clerk

THE ROYAL CANADIAN LEGION, BRANCH 180 - WINGHAM

Date: January 4, 2016
Per: John Douglas
John Douglas, Treasurer

Date: January 4, 2016
Per: James K. Saint
James K. Saint

We have authority to bind the organization
SCHEDULE A

MAP OF TRAILER PARK