

Attachment #1

This Draft AMENDING AGREEMENT made in duplicate this 21st day of December, 2022

BETWEEN:

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTHGATE**

hereinafter called "Southgate" of the First Part;

And

**EGREMONT OPTIMISTS CLUB**

hereinafter called "Optimists" of the Second Part;

WHEREAS each of the Parties hereto wishes to clarify its obligations to the other Party with respect to the maintenance of an electrical generator, providing a community internet hotspot access in and around the Holstein Optimist Building herein after called the "facility" and for the use of this facility as a community warming and/or Emergency Centre in Holstein to provide access for the community of the former Egremont Township area;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants of each Party, the one with the other, the Parties hereto covenant and agree as follows:

**1. Maintenance of the Genset:**

- 1.1 Southgate agrees to pay for diesel fuel consumed during its declared emergency use of the facility.
- 1.2 The Optimists agrees to pay for diesel fuel used for electrical outages during general use of the facility.
- 1.3 Southgate agrees to inspect twice per year the genset unit for maintenance purposes and recording of monthly inspection information.
- 1.4 The Optimists agree to appoint a person to test the genset unit once a month by running the unit, switching the building power over onto generator electricity and document date & time of the testing, duration and record fuel level. As part of this testing and inspection the person will record an entry on the attached "Schedule A" form to be in the electrical room close to the genset switching panel.
- 1.5 That Southgate and the Optimists agree to split on a 50% share each, the cost of all future service and maintenance costs required to maintain the 40 kilowatt generator at the Egremont Optimist's building in Holstein.

## **2. Installation, Maintenance and Monthly Costs of the Internet Hotspot in the Facility:**

- 2.1 That Southgate partner with the Egremont Optimists to provide a WIFI public hotspot internet connection for public use in and nearby the exterior of their building;
- 2.2 Southgate will be responsible for the monthly costs of the internet service to the building;
- 2.3 The Optimists will be responsible for the cost of the WIFI equipment in the facility; and
- 2.4 The Optimists will allow access to the internet service provider to complete the necessary WIFI future maintenance and testing as required.

## **3. Use of the Optimists Building as a Community Facility for Municipal Use or as an Emergency Centre:**

- 3.1 Southgate agrees to provide the Egremont Optimists Club an annual contribution of **\$10,000.00** per year from the Southgate Community Solar Fund for the term of this agreement. If at any time by request of the Egremont Optimists Club they require an advance of all or part of the balance of the remaining 5 year funding for a special project, they may make such a request in writing to the Township CAO. The Egremont Optimist Club will receive the available funds requested, if the balance in the Southgate Community Solar Fund reserve account supports the financial request based on all of its annual commitments.
- 3.2 In exchange for the financial contribution the Township of Southgate will be allowed to use the Egremont Optimist Building for its municipal use for meetings, events and elections **8 times per year, plus the** entire facility during a Southgate Council declared emergency in the Holstein community.
- 3.3 If Southgate requires the facility for emergency purposes, this requirement would supersede any previous bookings of the facility for the duration of the declared emergency. It would be the Optimists responsibility to contact the affected parties to reschedule these bookings.
- 3.4 The Optimists agree to store emergency supplies such as blankets and cotes in the facility in preparation for an incident.
- 3.5 The Optimists will provide a contact list and updated annually to gain building access on a 24/7 basis to use the building and or to pickup emergency supplies for use in other parts of Southgate.
- 3.6 Should the kitchen be required for providing meals, Southgate will give the Optimists the first right of refusal to provide meals at a rate to be determined at that time. If the Optimists are not able to provide the

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catering service, Southgate would look to other community groups or service providers to supply meals. If an external caterer is brought into the Optimist Building, to provide a catering service, an Optimist member will be supplied, if available, to supervise the use of the kitchen facilities during the emergency event.

- 3.7 Southgate would pay additional justified costs or provide services for use of the facility that would be deemed as necessary as a result of the duration of the emergency or loading on services such as pumping of the septic system, snow removal, etc.
- 3.8 The Township during winter months will provide winter maintenance sanding when the Township's roads departments winter operations are mobilized for their required roadway winter plowing and sanding work. This service will be provided once a day in the morning on a best effort basis to sand both entrances, driveways and through the first parking lot. It is further agreed and understood that another contractor will be providing snow removal winter maintenance.

### **4. General Terms of this Agreement:**

- 4.1 It is agreed that this agreement shall be for a period of 5 years starting January 1, 2023 and expire December 31, 2027. At that time the agreement will be reviewed and may be extended by agreement of both parties.
- 4.2 Should the Optimists at some time in the future sell the building or cease to exist as an organization, Southgate would retain 100% ownership of the genset unit for use at another community facility.
- 4.3 The parties hereto shall execute such further assurance as may be reasonably required to carry out the terms hereof.
- 4.4 It is further agreed that these presents and everything herein shall respectively ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 4.5 The parties agree that this agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
- 4.6 The Optimists will indemnify and save harmless Southgate from all incidents or legal actions against the owner of the property and building resulting building or property non-municipal uses by members of the public.
- 4.7 This agreement extends to and binds the respective heirs, executors, administrators, and successors of the parties hereto as the case may be.
- 4.8 If any provision of this Agreement is determined to be invalid, illegal or unenforceable by an arbitrator or any court of competent

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jurisdiction, that provision will be severed from this Agreement, and the remaining provisions will remain in full force and effect.

In WITNESS WHEREOF each of the parties hereto has affixed its corporate seal attested to by the proper officers duly authorized in that behalf;

SIGNED, SEALED AND DELIVERED  
in the presence of:

THE CORPORATION OF THE  
TOWNSHIP OF SOUTHGATE

\_\_\_\_\_  
Mayor – Brian Milne

\_\_\_\_\_  
Clerk – Lindsey Green

EGREMONT OPTIMISTS CLUB

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

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**Schedule A**