

The Corporation of the Township of North Kawartha

By-law 2026-000

Being a by-law of the Corporation of the Township of North Kawartha to authorize the Mayor and Clerk to repeal by-law 2022-0113, and enter into an agreement between the Corporation of the Township of North Kawartha and the A.B.C. Seniors Club Incorporated for the use of the North Kawartha Community Centre.

Whereas, Section 5 of the *Municipal Act, 2001*, as amended, specifies that a Municipal Council shall exercise its powers by By-Law;

And Whereas, Section 9 of the *Municipal Act, 2001* as amended, provides that a Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act or any Act;

And Whereas, the Council of the Corporation of the Township of North Kawartha deems it desirable to enter into an agreement between the Township and the A.B.C. Seniors Club Incorporated;

Now, therefore, the Council of the Corporation of the Township of North Kawartha enacts as follows:

1. That the Mayor and the Clerk are authorized to execute the Facility Agreement between the Corporation of the Township of North Kawartha and the A.B.C. Seniors Club Incorporated.
2. That the Facility Agreement attached hereto as Schedule A forms part of this by-law;
3. That by-law 2022-0113 is hereby repealed in its entirety;
4. That the Facility Agreement shall commence on January 1, 2027 and shall remain in effect until December 31, 2030, unless terminated earlier in accordance with the provisions of Schedule A
5. That this By-law shall come into force and effect on the date of execution by the Corporation of the Township of North Kawartha.

This by-law shall come into effect on the 1st day of January 2027.

Read and Adopted in open Council on the 6th day of October 2026.

Carolyn Amyotte, Mayor

Kelly Picken, Clerk

Schedule “A” to By-Law No. 2026-XXXX

FACILITY AGREEMENT

This Agreement is made in duplicate this ____ day of _____, 2026, between:

The A.B.C. Seniors Club Incorporated
(hereinafter referred to as the “**Club**”)

-and-

The Corporation of the Township of North Kawartha
(hereinafter referred to as the “**Township**”)

WHEREAS

The parties agree as follows:

Facility Use

The Township grants the Club the use of the North Kawartha Community Centre ("NKCC") facilities for the following purposes:

1. Regular Club Meetings and Activities

- Use of the banquet hall, kitchen, and bar every:
 - i) Tuesday from 9:00am to 4:30pm for Club meetings, presentations, activities and lunch.
 - ii) Wednesday from 9:00am to 4:30pm for Club activities.
- Use of the small multi-purpose room, adjacent to the dedicated Seniors Room, every:
 - i) Wednesday from 9:00am to 4:30pm for Club meetings and activities.

2. Special Events

- Use of the banquet hall, kitchen, and bar area for a total of four (4) days or evenings per year, whether weekday or weekend, as mutually agreed upon by the Director of Parks and Recreation and the Club, for Club or Community Special Events.

3. Storage Space

- The Club shall have exclusive use of the dedicated Seniors room for activities or for the storage of Club property and materials. The Club may install shelving, one (1) refrigerator, and one (1) freezer, provided that all appliances carry an ENERGY STAR® designation.
- The Township shall provide four (4) keys to the Club. Additional keys may be issued upon written request and approval by the Club.
- NKCC staff shall not provide access to the ABC Seniors Room unless prior authorization has been granted by the Club President or a designated member of the Executive Committee.

4. Renegotiation

Should any two of the events identified in Sections 1 be 'permanently' cancelled, and if the Township is provided with at least four (4) months' notice of such permanent cancellation, the Agreement may be renegotiated, if a mutually acceptable substitute event is not provided.

Or

Should the Club request additional allotted Special Event days/evenings, the Agreement may be renegotiated.

5. Equipment and Promotion

All events described in this Agreement shall include access to the NKCC sound system, kitchen equipment and other facility equipment reasonably required for the event.

As requested, the Township shall promote and advertise all public Club events through available municipal communication channels, including NKCC bulletin boards, the NKCC driveway letterboard sign, and the NKCC electronic sign.

6. Fees and Insurance

In consideration of the facility use provided under this Agreement:

- The Club shall pay the Township the annual sum of **Two Thousand Nine Hundred and Seventy Dollars and Sixty-Six Cents (\$2970.66)**, plus all applicable taxes, payable on or before January 31st of each year during the term of this Agreement. Installment payment arrangements may be made upon request through the Township Finance Department.
- The Club shall maintain commercial general liability insurance in an amount of not less than **Five Million Dollars (\$5,000,000)** per occurrence and shall name the Township as an additional insured.
- Proof of insurance shall be provided to the Township annually and upon request for any special event.

7. Term

This Agreement shall come into force on **January 1, 2027**, and shall remain in effect until **December 31, 2030**, unless terminated in accordance with the provisions of this Agreement.

8. Termination

Either party may terminate this Agreement, in whole or in part, by providing ninety (90) days' written notice to the other party, subject to the mutual consent of both parties.

IN WITNESS WHEREOF

The parties have executed this Agreement on the ____ day of _____, **2026**.

THE CORPORATION OF THE TOWNSHIP OF NORTH KAWARTHA

Carolyn Amyotte, Mayor_____

Kelly Picken, Clerk_____

Witness Name (please print):_____

Signature of Witness:_____

THE A.B.C. SENIORS CLUB INCORPORATED

Patricia Beck, President:_____

Ingrid Boonstra, Secretary:_____

Witness Name (please print):_____

Signature of Witness:_____