

THE CORPORATION OF THE VILLAGE OF ST. CLAIR BEACH

BY-LAW NUMBER 2007.

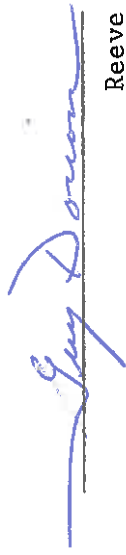
BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT MADE BETWEEN THE CORPORATION OF THE VILLAGE OF ST. CLAIR BEACH, AND THE ESSEX COUNTY LIBRARY BOARD

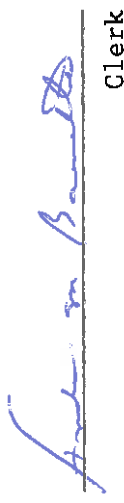
WHEREAS, the Corporation of the Village of St. Clair Beach, is desirous of entering into an Agreement with THE ESSEX COUNTY LIBRARY BOARD with respect to the provision and operation of library services within the Village of St. Clair Beach.

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE VILLAGE OF ST. CLAIR BEACH ENACTS AS FOLLOWS:

1. That the Village Corporation enter into and execute an Agreement made between the Corporation of the Village of St. Clair Beach, and THE ESSEX COUNTY LIBRARY BOARD, a copy of which Agreement is attached hereto and marked as Schedule "A" to this by-law.
2. That the Reeve and Clerk are hereby authorized and directed to execute on behalf of the Corporation of the Village of St. Clair Beach, the Agreement attached hereto as Schedule "A" and such other documents in order to give effect to the said Agreement.

READ a First, Second and Third time this 1992 01 20.


Reeve


Clerk

THIS AGREEMENT made in duplicate this

1991

day of

B E T W E E N:

THE CORPORATION OF THE VILLAGE
OF ST. CLAIR BEACH
(hereinafter called the "Corporation")

OF THE FIRST PART

and

THE ESSEX COUNTY LIBRARY BOARD
(hereinafter called the "Board")

OF THE SECOND PART

WHEREAS the Corporation is in possession of a facility to house a branch library for the Village of St. Clair Beach, which branch library shall be operated by the Board;

AND WHEREAS the Corporation and the Board desire to set out various terms and conditions regarding the provision and operation of library services within the Village of St. Clair Beach;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of two (\$2.00) dollars, paid by each Party to the other, the receipt of which is hereby expressly acknowledged, the covenants contained herein, and other good and valuable consideration, the Parties hereto covenant, undertake, acknowledge and agree as follows:

1. The recitals hereinbefore set forth are hereby incorporated as fully and effectively as if they were set out in the operative portion of this agreement.
2. (a) The Corporation shall provide to the Board a portion of the building (hereinafter referred to as "the subject building") on the lands as described on Schedule "A" attached hereto, together with so much of the said lands as may be necessarily ancillary to the

use of the said premises or a portion thereof by the Board for branch library services. That portion of the said building which is to be provided to the Board is more particularly described in Schedule "B" attached hereto.

(b) The Corporation shall also provide to the Board, on the lands as described on Schedule "A" attached hereto the necessary parking facilities, driveways and building access as may be required by the Board to properly operate a branch library facility thereat.

3. The Board shall provide branch library services in that portion of the building as referred to in Schedule "B" attached hereto, which services shall be provided in accordance with the Public Libraries Act, 1984, and with the rules and regulations for the control and management of such facilities and services as determined by the Board from time to time.

4. The Parties further acknowledge and agree that the Board has developed certain policies with regard to the division of responsibility for the maintenance and repair of branch library facilities, which policies are set out in the Board's "Master Plan-Repairs and Renovations to those Municipally Owned". Without limiting the generality of the policies as set out in the said "Master Plan", and in the interests of implementing the said policies, the Parties hereto agree as follows:

(a) The Corporation shall at its expense be responsible for the continued maintenance and repair of any and all aspects of the exterior of the subject building on the lands described on Schedule "A" attached hereto, including all grounds, parking areas, driveways and building access areas located on the subject lands.

(b) The Corporation shall at its expense be responsible for the continued maintenance and repair of any and all appurtenances to the subject building including any and all heating equipment and central air-conditioning equipment located in or on the subject building now or in the future.

(c) The Board shall, at its expense, be responsible for the continued maintenance and repair of the interior of that part of the subject building as described in Schedule "B" attached hereto save and except those portions of the subject building referred to in subparagraph (b) herein.

(d) (i) The Corporation shall at its expense be responsible for any installations, additions or alterations to the exterior of the subject building and other items referred to in subparagraph (a) herein, and the subsequent maintenance or repair thereof. The Corporation shall be responsible, at its expense, for any installations, additions or alterations to the interior or exterior of the premises that may be required by any municipal, provincial, or other governing authority.

(ii) In the event that any of the installations, additions or alterations referred to in subparagraph (d)(i) herein may have the potential to increase the costs to the Board in the operation of the branch library, the Corporation shall first give notice to the Board of the details thereof, and the said installations, additions or alterations shall not be made unless mutually agreed upon by both parties.

(e) (i) The Board shall at its expense be responsible to provide any and all interior renovations or decorations to that part of the subject building as described in Schedule "B" attached hereto as may be required by the Board to be in a position to operate a branch library therefrom. The Board shall then be responsible to provide the continued maintenance and repair of the said interior renovations or decorations as may deemed to be required from time to time by the Board.

(ii) In the event that any of the interior renovations or alterations referred to in subparagraph (e)(i) herein may affect the use of other parts of the subject building, or affect the appearance of the exterior of any part of the subject building, the Board shall first give notice to the Corporation of the said renovations or alterations intended to be made, and the Board and the Corporation may then discuss the most appropriate method of effecting the intended renovations or alterations to the satisfaction of both parties.

(f) It is understood and agreed that the Board shall have a right to remove any and all fixtures it may install from time to time on the premises as set out in Schedule "B" attached hereto if such removal may be and is done without any damage resulting to the said premises that cannot be repaired. The provisions of this paragraph do not apply to any fixtures that may be installed by the Board pursuant to subparagraph (h) herein.

(g) The Board shall be responsible for the cost of all utilities consumed by the branch library in the subject building, including hydro, water and gas supplied to that part of the subject building as described on Schedule "B" attached hereto, and telephone. It is understood and agreed that such utilities, if applicable, shall be separately metered. In the event that separate metering is not possible, the Board shall be responsible for its proportionate share of the utility costs thereof, which share shall be based upon the amount of useable floor area of that part of the building as described in Schedule "B" attached hereto in relation to the total floor area of the entire building located on the lands as described in Schedule "A" attached hereto. For the purposes of this paragraph the total floor area of the entire building shall be deemed to be 9,043 square feet.

(h) (i) The Board may, at its option and at its expense, take the steps it may deem necessary from time to time to make certain improvements to the subject building or a part thereof, which improvements may be deemed by the Board to have a direct affect on the operating costs of the branch library. Without limiting the generality of the foregoing, the Board may make certain improvements regarding building insulation, windows, plaster repairs, flooring repairs, plumbing and lighting or other electrical repairs.

(ii) In the event any of the improvements referred to in subparagraph (h)(i) herein may affect the use of other parts of the subject building, or affect the appearance of the exterior of any part of the subject building, the Board shall first give notice to the Corporation of the said renovations or alterations intended to be made,

and the Board and the Corporation may then discuss the most appropriate method of effecting the intended renovations or alterations to the satisfaction of both parties.

(i) The Board shall be responsible to provide, maintain and repair at its expense, any and all signs located outside of the building as the said signs relate to the promotion of the branch library facility. In the event the sign or signs are used for the promotion of one or more other facilities located within the subject building or on the subject premises, the Board shall be responsible for its proportionate share of the costs to provide, maintain and repair the said sign or signs, which share shall be based upon the amount of useable sign area actually used by the Board in relation to the total area of the sign or signs. The Board shall reimburse the Corporation for its proportionate share of the costs the Corporation may incur as a result of providing insurance coverage on the said signs.

(j) The Corporation shall provide, at its expense any and all janitorial services and supplies that may be required for the appropriate upkeep and maintenance of that part of the building as set out in Schedule "B" attached hereto so occupied by the Board. The Board hereby agrees to reimburse the Corporation for its proportionate share of the janitorial costs which share shall be based on the amount of useable floor area of that part of the building as described on Schedule "B" attached hereto in relation to the total floor area of the entire building located on the lands as described in Schedule "A" attached hereto. For the purposes of this paragraph the total floor area of the entire building shall be deemed to be 9,043 square feet.

(k) The Corporation shall take the necessary steps to insure, at its expense, the subject building and appurtenances thereto against any and all loss from any cause whatsoever, and without limiting the generality of the foregoing shall include a loss by fire, the elements, or explosion, for its full insurable value.

(1) The Board shall take the necessary steps to obtain insurance coverage, at its expense, on the contents of the branch library, and for public liability with regard to the use of the lands as described in Schedule "A" attached hereto and the subject building located thereon which is used by the Board to provide branch library services.

5. This Agreement may be terminated by either party on ninety days written notice. For the purposes of this paragraph, such notice being given by the Board shall be given to the Clerk of the Corporation, and notice given by the Corporation shall be given to the Secretary of the Board.

6. This Agreement may be amended with regard to any one or more of the terms herein in writing duly executed by both parties.

7. It is understood and agreed that should there be any dispute as to any of the clauses or terms of this agreement, the dispute shall be resolved as follows:

(a) By way of an application for hearing before the Ontario Municipal Board, and the rules of the Ontario Municipal Board shall prevail and govern the hearing before the Board of the said dispute; or

(b) By way of an application to a judge of the Ontario Court (General Division) at Windsor, Ontario for a

determination of the dispute by arbitration, and the provisions of the Arbitrations Act R.S.O. 1980, Chapter 25, as amended, shall apply to an arbitration commenced pursuant to the terms of this paragraph.

8. This Agreement shall be binding upon the parties hereto upon the execution thereof, and the Agreement shall come into force and take full effect on the 1st day of January, 1992.

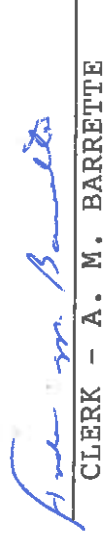
9. This Agreement, and any amendments thereto, shall enure to the benefit of and be binding upon each of the Parties hereto, their respective successors, and assigns.

IN WITNESS WHEREOF the Parties have hereunto affixed their corporate seals, duly attested to by the hands of their proper officers in that behalf.

THE CORPORATION OF THE
VILLAGE OF ST. CLAIR BEACH



REEVE - G. DORION

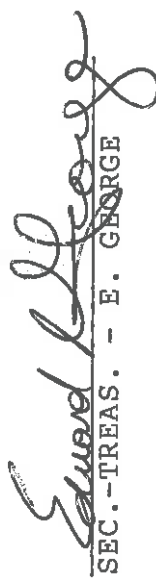


CLERK - A. M. BARRETTE

THE ESSEX COUNTY LIBRARY
BOARD



CHAIRPERSON - L. MILLER



SEC.-TREAS. - E. GEORGE

SCHEDULE "A"

Part of Gore Lot west of Pike Creek in the Village of St. Clair Beach in the County of Essex which lands are municipally known as 13675 St. Gregorys Road, St. Clair Beach, Ontario.

SCHEDULE "B"

The north part of the building on the lands described on Schedule "A" attached hereto, which part of the building contains approximately 2,110 square feet in the municipal building known as the Cada Municipal Complex, for the use of the Board herein.

DATED . 1991

THE CORPORATION OF THE VILLAGE
of ST. CLAIR BEACH

AND

THE ESSEX COUNTY LIBRARY BOARD

OPERATION AGREEMENT

CHRISTINE RILEY
BONDY RILEY, STEFFES
310-176 University Avenue West
Windsor, Ontario
519-258-1641

BY-LAW AUTHORIZING BORROWING AND PLEDGING

CORPORATION OF THE VILLAGE OF ST. CLAIR BEACH
(Name of Company)

Incorporated under BILL NO. 62 (1914)
(Name of Act)

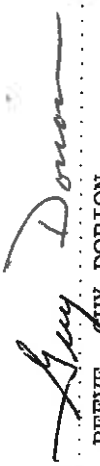
BE IT AND IT IS HEREBY ENACTED as a By-law of the Company as follows:

BY-LAW NO. 2008

1. That the Directors of the Company may from time to time:
 - (a) borrow money upon the credit of the Company by obtaining loans or advances or by way of overdraft or otherwise;
 - (b) issue, sell or pledge securities of the Company including bonds, debentures, debenture stock, for such sums on such terms and at such prices as they may deem expedient;
 - (c) assign, transfer, convey, hypothecate, mortgage, pledge, charge or give security in any manner upon all or any of the real or personal, moveable or immoveable property, rights, powers, choses in action, or other assets, present or future, of the Company to secure any such securities or other securities of the Company or any money borrowed or to be borrowed or any obligations or liabilities as aforesaid or otherwise of the Company heretofore, now or hereafter made or incurred directly or indirectly or otherwise; and
 - (d) without in any way limiting the powers herein conferred upon the Directors, give security or promises to give security, agreements, documents and instruments in any manner or form under the Bank Act or otherwise to secure any money borrowed or to be borrowed or any obligations or liabilities as aforesaid or otherwise of the Company heretofore, now or hereafter made or incurred directly or indirectly or otherwise.
2. That any or all of the foregoing powers may from time to time be delegated by the Directors to any one or more of the directors or officers of the Company.

3. That this By-law shall remain in force and be binding upon the Company as regards any person acting on the faith thereof until such person has received written notification from the Company that this By-law has been repealed or replaced.

ENACTED this 24th day of February, 19 92.


REEVE GUY DORION


CLERK-TREASURER ANDRE M. BARRETTE

CERTIFICATE

I hereby certify that the foregoing is a true copy of a By-law of

..... CORPORATION OF THE VILLAGE OF ST. CLAIR BEACH
(Name of Company)

(hereinafter called the "Company") duly enacted by the Directors of the Company; that the said By-law was duly confirmed and sanctioned by the Shareholders in the manner required by law; and that the said By-law is now in full force and effect.

WITNESS my hand and seal of the Company this 24th day of
February,, 19 92


Secretary

{
Corporate
Seal
}