

The Corporation of the Township of Huron-Kinloss



BY-LAW

2022-164

Being a By-law to Authorize Entering into a Fire Hall Facility Use Agreement with the Ontario Provincial Police

WHEREAS the *Municipal Act S.O. 2001, c 25, Section 5(1)*, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the *Municipal Act S.O. 2001, c 25, Section 5(3)*, as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under Section 9; shall be exercised by By-law;

AND WHEREAS the Council for the Corporation of the Township of Huron-Kinloss deems it expedient to enter into a Fire Hall Use Agreement with the Ontario Provincial Police for workspace;

NOW THEREFORE the Council of the Corporation of the Township of Huron-Kinloss enacts as follows:

- 1.0 That the Corporation of the Township of Huron-Kinloss enter into a Fire Hall Use Agreement with the Ontario Provincial Police for workspace attached as Schedule "A" and forming part of this By-Law.
- 2.0 That the Mayor and Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Township of Huron-Kinloss, any documents required to authorize the agreement, and to affix the corporate seal of the Township of Huron-Kinloss.
- 3.0 This By-law shall come into full force and effect upon passing.
- 4.0 This By-law may be cited as the "Fire Hall Use Agreement – Ontario Provincial Police By-Law".

READ a FIRST and SECOND TIME this 17th day of October, 2022

READ a THIRD TIME and FINALLY PASSED this 17th day of October, 2022

Mitch Twolan, Mayor

Emily Dance, Clerk

THIS LEASE AGREEMENT made this 17 day of October 2022.

BETWEEN:

**THE CORPORATION OF THE
TOWNSHIP OF
HURON-KINLOSS**

(Hereinafter called the "Landlord") OF THE

FIRST PART and

**THE ONTARIO PROVINCIAL POLICE
(OPP)**

South Bruce OPP Detachment

(Hereinafter called the "Tenant") OF THE
SECOND PART

RECITALS:

Whereas the Landlord is responsible for the management of and is a sole owner or a co-owner of the lands and building at 725 Campbell Street in the Lucknow, Ontario in the County of Bruce known as the Lucknow and District Fire Hall.

And whereas the Tenant occupies a space within the building known as the Lucknow and District Fire Hall for the purpose of office space.

And the Landlord has agreed to lease the space and to provide access thereto in order that the Tenant may carry out such uses.

DEFINITIONS:

"Leased Premises" shall mean the space known as the Training Office within the Lucknow and District Fire Hall. The Tenant acknowledges the Leased Premises is a shared space with Fire Department personnel also using the space on occasion.

TERMS:

In consideration of the rents reserved and the covenants and agreements herein the Landlord leases to the Tenant the Leased Premises commencing November 01, 2022, for a 5 Year term. The cost will be at no charge to the Tenant for the leased

premises.

1. Tenant's Covenants

The tenant covenants with the Landlord as follows:

- a) to use the Leased Premises for the above recited uses only unless some other use is consented to in writing by the Landlord.
- b) not to use the outer walls or windows in the Leased Premises for any notice or name plate, provided that the Tenant shall be allowed to display a sign identifying the Tenant's Leased Premises in a location that is acceptable to the Landlord and that gives sufficient notice to the public of the Tenant and the location of the Leased Premises.
- c) the Tenant shall be allowed a designated parking spot that is mutually agreed upon with the Landlord. This parking spot will be identified for use by the Tenant at the cost of the Tenant.
- d) save as herein set out, not to make any alterations or additions to the Leased Premises without the prior written consent of the Landlord, and to keep the Leased Premises and the fixtures and fittings therein in good repair, reasonable wear and tear only excepted and to deliver them up in this condition on termination of this lease.
- e) to maintain the Leased Premises in a good state of repair. The Landlord at the expense of the Tenant shall make such repairs/alterations as are necessary to ensure compliance with Tenant's legislative obligations or occasioned by/initiated by the tenants. The Landlord (at Landlord's expense) will maintain the premises in a good state of repair including all health, fire and safety standards and any additional standards required by any laws under which the Landlord must abide.
- f) The tenant understands and expressly assumes all dangers of activities, the Facility, and location. The renter shall identify and inform the Township of Huron-Kinloss of any hazardous or dangerous equipment or conditions jeopardizing the safety of the tenant or users thereof and waives all claims arising out of the activities and from the Facility and location, whether caused by negligence, breach of contract, or otherwise or for bodily injury, property damage, or loss or otherwise.
- g) to allow housekeeping staff employed by the Landlord to enter the Leased Premises for the purpose of cleaning the leased space.

- h) to indemnify the Landlord against all liabilities, claims, damage or expenses arising out of any act or neglect of the Tenant, its servants, employees, agents, invitees or licensees in and about the Leased Premises, or arising out of any breach, violation or non-performance by them of any provisions of this lease, including liability for injuries or damage to the persons or property of the Tenant's servants, employees, agents, invitees or licensees.
- i) The tenant hereby releases and indemnifies the Township of Huron-Kinloss, its Council, officers, directors, agents, representatives, employees and volunteers from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, including but not limited to, any claims under the Occupiers' Liability Act, R.S.O. 1990, c. O.2., as amended and the Negligence Act, R.S.O. 1990, c. N.1, as amended, or any other statutory duty of care, any negligence, or breach of contract, and damages, for costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, whether known or unknown, and any injury, including but not limited to death, arising out of or connected to my contraction of, or being exposed to, COVID-19, COVID-19-related, or other communicable diseases, through my accessing or use of a program space or any services received from the Township of Huron-Kinloss. This release shall be binding upon all heirs and personal representatives of the tenant.

2. Landlord's Covenants

The Landlord hereby covenants with the Tenants as follows:

- a) to permit the Tenant, if it complies with its covenants, to use the Leased Premises without interference from the Landlord or those claiming under it.
- b) to maintain the common areas and the outer walls and roof of the Leased Premises in proper structural repair.
- c) to keep the building insured against loss or all perils.
- d) to always provide access through the lands of the Landlord and allowing the use and copying of keys for the purpose of accessing the building.
- e) to be responsible for all costs of servicing and utilities for the building on the Leased Property.

3. Provisions

Provided always and it is agreed:

- a) that the parties to this lease may terminate the lease with six (6) month's written notice to the other party.
- b) that at the termination of the lease:
 - i. the Tenant may remove its fixtures and equipment.
 - ii. any additions to the building made by the Tenant shall be left as part of the building and shall become property of the Landlord.
- c) that the Tenant may make use of the leased space including use of the washrooms, meeting and kitchen areas in the building and including access and means of egress to the specified areas.

4. Amendment and Renewal Procedures

This agreement may be amended from time to time as necessary with the concurrence of both parties and will be reviewed every 5 years.

IN WITNESS WHEREOF Huron-Kinloss has hereunto affixed its corporate seal under the hands of its Mayor and Clerk and the Ontario Provincial Police has hereto affixed its corporate seal under the hands of its Detachment Commander.

SIGNED SEALED DELIVERED

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

Mitch Twolan, Mayor
Township of Huron-Kinloss

Emily Dance, Clerk
Township of Huron-Kinloss

THE ONTARIO PROVINCIAL POLICE

Inspector Krista Miller
Detachment Commander
South Bruce OPP