

The Corporation of the Township of Huron-Kinloss



BY-LAW No.

2023 - 64

Being a By-Law to Authorize the signing of an agreement with the Lucknow Community Centre Board for the purposes of the operation and maintenance of the Lucknow Community Centre

WHEREAS Section 8(1) and 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under this or any other Act;

AND WHEREAS the Corporation of the Township of Huron-Kinloss owns the property at 694 Willoughby Street on which the Lucknow Community Centre is constructed;

AND WHEREAS the former Village of Lucknow, which amalgamated to form the Township of Huron-Kinloss, worked cooperatively with the Lucknow Lions Club organization during the construction of the Lucknow Community Centre on municipally owned lands in 1978;

AND WHEREAS the Lucknow Lions Club, Lucknow Kinsmen Club and the Lucknow Agricultural Society formed the Lucknow Community Centre Board to operate the building at 694 Willoughby Street as a community centre;

AND WHEREAS the Council of The Corporation of the Township of Huron-Kinloss deems it advisable to enter into an agreement with the Lucknow Community Centre Board for the operation and maintenance of the building as a community centre;

NOW THEREFORE the Council of The Corporation of the Township of Huron-Kinloss **ENACTS** as follows;

1. That The Corporation of the Township of Huron-Kinloss enter into an agreement with the Lucknow Kinsmen for the operation and maintenance of a community centre.
2. That the Mayor and the Clerk be authorize and directed to execute on behalf of The Corporation of the Township of Huron-Kinloss the agreement with the Lucknow Community Centre Board attached hereto as Schedule "A" and forming part of this By-law.
3. That this by-law shall come into full force and effect upon its final passage.
4. That this by-law may be cited as the "Lucknow Community Centre (2023) Agreement By-law".

READ a FIRST and SECOND TIME this 12th day of June, 2023

READ a THIRD TIME and FINALLY PASSED this 12th day of June, 2023

Mayor

Clerk

LEASE AGREEMENT

This Agreement made in duplicate as of the 12th day of June, 2023

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

(herein referred to as "Huron-Kinloss")

- and -

THE LUCKNOW COMMUNITY CENTRE BOARD.

(herein referred to as the "Board")

WHEREAS the former Village of Lucknow worked co-operatively with the Lucknow Lions Club service organization during the construction of the Lucknow Community Centre on municipally owned land in 1978;

AND WHEREAS the Lucknow Lions Club, Lucknow Kinsmen Club and Lucknow Agricultural Society formed the Lucknow Community Centre Board to operate the building as a community centre;

AND WHEREAS the Village of Lucknow amalgamated to form the Township of Huron-Kinloss effective January 1, 1999;

NOW THEREFORE in consideration of the mutual terms, conditions and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PREMISE

1.01 Huron-Kinloss hereby leases to the Board, the building and parking area known as the Lucknow Community Centre, 694 Willoughby Street, outlined in Schedule "A".

2. RENT

2.01 Huron-Kinloss hereby leases the premise to the Board in consideration of an annual rent of \$1.00.

3. USE OF PREMISE

3.01 The Board acknowledges and agrees that the premise shall only be used for the purpose of operating and maintaining a community centre and that any change in use of the premise must be authorized by Huron-Kinloss.

3.02 The Board acknowledges that Huron-Kinloss assumes no responsibility for the operation of the premise and that the Board shall be responsible for any permits, licences and other authorizations required under applicable statutes and regulations related to the use of the premise.

3.03 The Board shall be responsible for any applicable taxes, fees or other filings related to the operation of the premise.

3.04 The Board shall be responsible for maintenance of the premise, including but not limited to general building repairs, garbage disposal, yard and parking lot maintenance, etc.

3.05 The Board shall be responsible for all costs associated with the maintenance of the premise, including but not limited to, cleaning, snow removal, heat, utilities, etc., with the exception of the Westario Power monthly utility bill, which will be paid by Huron-Kinloss provided the annual reporting obligations in Section 5 are complied with.

3.06 The Board shall maintain the premise in a good state of repair to ensure public health and safety and compliance with all building code and fire safety regulations.

3.07 The Board shall conduct all activities on the premise in accordance with all environmental regulations and agrees that no contaminants shall be used, stored, discharged or disposed of on the premise except in compliance with applicable law.

3.08 The Board shall be responsible for all capital repairs and improvements to the premise.

4. INSURANCE

4.01 During the term of this Agreement, the Board shall, at its own expense, obtain and maintain commercial general liability and property insurance satisfactory to Huron-Kinloss and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include:

- a) A limit of liability of not less than \$5,000,000 per occurrence with an aggregate of not less than \$6,000,000
- b) Add the Township as an additional insured with respect to the operations of the named insured
- c) The policy shall contain a provision for cross liability and severability of interest in respect of the named insured
- d) Property and contents insurance
- e) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- f) Products and completed operations coverage
- g) Broad Form Property Damage
- h) Contractual Liability
- i) Work performed on behalf of the named insured by sub-contractors
- j) The policy shall provide 30 days prior notice of cancellation

5. ANNUAL REPORTING OBLIGATIONS

5.01 The Board shall submit to Huron-Kinloss on an annual basis:

- a) A copy of the financial statements for the prior fiscal year
- b) A report summarizing operating activities for the prior fiscal year
- c) A report on proposed capital upgrades
- d) A list of current Board members

5.02 Submission of the annual reports shall be made using the notice provisions in Section 8.

6. INDEMNITY

6.01 The Board shall indemnify and save harmless Huron-Kinloss, from the date of commencement of this Agreement, against all liabilities, costs (including legal fees on a solicitor and client basis), fines, suits, claims, demands or actions of any kind for which Huron-Kinloss may incur or become liable due to any breach, violation or non-performance by the Board of any covenant, term or provision of this agreement, or any injury, death or damage to property occasioned to or suffered by any person or any property by reason of any act, negligence, or default by the Board or its members, volunteers or agents, including any environmental matters that arise as a result of the Board's activities.

7. TERM

- 7.01 The term of this Agreement shall commence on June 12, 2023 and expire on June 12 2033 or such earlier date as agreed to by the parties.
- 7.02 Any subsequent renewal of this agreement shall be at the sole discretion of Huron-Kinloss

8. NOTICE

- 8.01 Any notice to be given under this Agreement shall be provided:

to Huron-Kinloss at:

The Corporation of the Township of Huron-Kinloss
 21 Queen Street
 Ripley, ON N0G 2R0
jmacarthur@huronkinloss.com

and to the Board at:

Lucknow Community Centre Board
 P.O. Box 517
 Lucknow, ON N0G 2H0

- 8.02 Nothing in this Agreement relieves either party from any outstanding financial obligation to the other in respect of any prior agreement or other contractual arrangement between the parties related to the subject matter of this Agreement or otherwise.
- 8.03 For the convenience of the parties, delivery of this Agreement may be validly made by a party by electronic mail transmission to the other party. A party who delivers the executed Agreement by electronic mail transmission shall, as soon as reasonably practicable, deliver a copy of the executed Agreement bearing the original signature(s) of such party to the other party.

IN WITNESS WHEREOF the parties have executed this Agreement under the hands of their duly authorized signing officers.

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

MAYOR – Don Murray

CLERK – Jennifer White

We have authority to bind the Township.

THE LUCKNOW COMMUNITY CENTRE BOARD.

PRESIDENT – Greg Hackett

I have authority to bind the Board.