

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
BY-LAW NO. 2011-13

Being a By-law to Enter into a Lease
for the Ahmic Harbour Fire Hall

WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, states 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 other Act;

AND WHEREAS Section 10 (1) of the Municipal Act provides that a single tier municipality may provide any service that it considers necessary or desirable for the public;

AND WHEREAS the Council of the Municipality of Magnetawan deems it appropriate and in the public interest to enter into a lease agreement for the Ahmic Fire Hall;

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. The Municipality of Magnetawan enters into a lease with the Ahmic Harbour – Croft Fire Brigade;
2. The lease shall commence on the first day of April 1, 2011 and shall expire on ~~March 31, 2012;~~ *5 APR 1 2011 W S.D.*
3. On behalf of the Municipality of Magnetawan, the Mayor and Clerk are authorized to execute the lease agreement attached to this by-law as Schedule "A".

**READ A FIRST, SECOND AND THIRD TIME,
AND PASSED THIS 23rd DAY OF MARCH 2011**



Sam Dunnett, Mayor



Mark Urbanski, CAO/Clerk

**Schedule A to By-law No. 2011-13
LEASE AGREEMENT**

Made this 14th day of April 2010

BETWEEN

AHMIC HARBOUR - CROFT FIRE BRIGADE
(The "Fire Brigade")
the "Leaser"

AND

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
(The "Municipality")
the "Lessee"

WHEREAS the Fire Brigade is a not-for-profit corporation that owns lands registered in the name of the AHMIC HARBOUR - CROFT VOLUNTEER FIRE BRIGADE set out in Schedule 'AA' used to deliver fire fighting services within the geographic Township of Croft and outlying areas;

AND WHEREAS the Fire Brigade is the owner and proper leaser of the Fire Hall;

AND WHEREAS the Municipality, as a result of amalgamation, is statutorily responsible for the delivery of fire protection services in the former unorganized township pursuant to the Fire Protection and Prevention Act, 1997, S.O. 1997 c.4;

AND WHEREAS the Municipality wishes to continue using the Fire Hall for fire fighting purposes;

AND WHEREAS by Section 467 of the Municipal Act, 2001, the previous provisions of Section 210 (31) of the Municipal Act R.S.O. 1990 still apply.

AND WHEREAS this agreement supersedes previous agreements with the Fire Brigade;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Period of Lease

This Lease shall commence on the first day of April, 2011 and shall expire ~~March 31st, 2012.~~ *September 30, 2011*

2. Rental

The Fire Brigade shall lease the Fire Hall for the sum of one thousand and one hundred dollars (\$ 1,100.00) per month, and the Municipality promises to pay this rent.

3. Priority of Use Fire

Fire fighting purposes shall be the first priority use for the Ahmic Harbour Fire Hall. The Municipality shall reasonably designate parts of the Fire Hall for free use by the Fire Brigade for other community activities not interfering with fire fighting purposes (called "other activities"), and the Fire Brigade may retain any revenues generated from the use of the hall for those other activities and continue all of the booking of activities that may take place.

4. Quiet Enjoyment

The Fire Brigade covenants for quiet enjoyment of the parts of the Fire Hall not designated for other activities.

5. Rental Includes

Rent is all inclusive, and includes every cost and expense associated with the use and occupation of the Fire Hall. For greater certainty, but without limiting the Fire Brigade's obligations, the Fire Brigade agrees to do and pay for all maintenance and upkeep and obtain and maintain insurance on the Fire Hall against all insurable risks, and perform all janitorial services, pay for basic telephone service, provide for the storage of trucks, equipment and parts as needed, provide areas for training, provide snow plowing services, light, heat and outside landscaping, grass cutting, and all other services, including parking.

6. Except for the Fire Brigade's other activities:

6.1 Personal Injuries

The Fire Brigade shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered or sustained by the Municipality, or any employee, agent or invitee of the Municipality, or any other persons who may be upon the lands and premises or for any loss, theft, damage or injury to any property upon the lands and premises however caused, and

6.2 Indemnification by the Municipality

Except for claims arising as a result of the Fire Brigade's negligence or arising as a result of the Fire Brigade's failure to fulfill its obligations set out in this agreement, the Municipality covenants to indemnify the Fire Brigade against all claims including construction lien claims by any person arising from any want of maintenance thereof or anything done or admitted on or in the vicinity of the demised lands and premises or any other thing whatsoever, whether arising from any breach or default or from any negligence the Municipality, its agents, contractors, employees, invitees or licensees, or from any accident, injury or damage or any other cause whatsoever, and such indemnity shall extend to all costs, counsel fees, expenses and liabilities which the Fire Brigade may incur with respect to any such claim.

7. With respect to the Fire Brigade's other activities:

7.1 Personal Injuries

The Municipality shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered or sustained by the Fire Brigade, or any employee, agent or invitee of the Fire Brigade, or any other persons who may be upon the lands and premises or for any loss, theft, damage or injury to any property upon the lands and premises however caused, and

7.2 Indemnification by the Fire Brigade except for claims arising as a result of the Municipality's negligence or arising as a result of the Municipality's failure to fulfill its obligations set out in this agreement, the Fire Brigade covenants to indemnify the Municipality against all claims including construction lien claims by any person arising from any want of maintenance thereof or anything done or admitted on or in the vicinity of the demised lands and premises or any other thing whatsoever, whether arising from any breach or default or from any negligence by the Fire Brigade, its agents, contractors, employees, invitees or licensees, or from any accident, injury or damage or any other cause whatsoever, and such indemnity shall extend to all costs, counsel fees, expenses and liabilities which the Municipality may incur with respect to any such claim.

8. Building Renovations

During the term, if the Municipality shall desire to affix or erect partitions, counters or fixtures in any part of the walls, floors or ceilings of the Fire Hall, it may do so at its own expense at any time and from time to time provided that:

- 8.1 such alterations shall conform to all building regulations then in force affecting the Fire Hall, and
- 8.2 such alterations will not be of such kind or extent as to in any manner weaken the structure of the building after the alterations are completed, and
- 8.3 at the expiration of the term hereby granted or any renewal thereof, the Municipality shall have the right to remove its fixtures (but not the leasehold or structure improvements which shall remain the property of the Fire Brigade) provided the Municipality makes good all damage occasioned to the Fire Hall by the taking down or removal thereof.

9. Premises Unfit

If the building is damaged or destroyed by fire, lightning or tempest or by other casualty against which the Fire Brigade is insured, so as to render the Fire Hall unfit for the purpose of the Municipality or incapable of access, the rent hereby reserved shall abate until the Fire Hall is rebuilt. The Fire Brigade agrees that it will with reasonable diligence repair the Fire Hall and make the same capable of access, unless the Municipality is obliged to repair under the lease terms or unless this lease is terminated as provided. If the Fire Hall is damaged or destroyed by any cause whatsoever such that in the opinion of the architects of the Fire Brigade, the Fire Hall cannot be rebuilt or made fit for the purposes of the Municipality within sixty (60) days of the damage or destruction, the Fire Brigade instead of making the Fire Hall fit for the Municipality may at its option terminate this lease by giving to the Municipality within thirty (30) days after such damage or destruction, notice of termination and thereupon rent and any other payment for which the Municipality is liable under this Lease shall be apportioned and paid to the date of such damage and the Municipality shall immediately deliver possession of the Fire Hall to the Fire Brigade.

10. Ownership of Equipment

The parties acknowledge that the Municipality is the sole owner of all fire fighting and rescue equipment located on or used in connection with the leased properties and the vehicles stationed there.

11. Fire Brigade - Independence

For more certainty, the Fire Brigade is free to maintain its banking assets or banking liabilities, or current liabilities or accounts receivable separate from the Municipality and this lease arrangement.

12. Cost of Lease

All of the costs of the negotiation and preparation of this Agreement shall be borne by the Fire Brigade.

Schedule A to By-law No. 2011-13

Dated at Magnetawan this 23 day of MARCH 2011

The Corporation of the Municipality of Magnetawan


Sam Dunne, Mayor


Mark Urbanski, CAO/Clerk

The Ahmic Harbour Fire Brigade


John Johnson
President


Paula A. Quinn
Treasurer

SCHEDULE "AA"

The whole of Lot 2 on the north side of Ahmic Street, Plan 41,
in the Village of Ahmic Harbour, Municipality of Magnetawan,
in the District of Parry Sound.