

The Township of Cavan Monaghan

By-law No. 2025-22

**Being a by-law to authorize the Mayor and Clerk to execute a Lease Agreement
between The Township of Cavan Monaghan and the Millbrook Cavan
Firefighter's Association**

Whereas Section 9 of the Municipal Act, S.O., 2001, as amended, grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

And Whereas the Council of The Township of Cavan Monaghan deems it advisable to enter into a Lease Agreement between The Township of Cavan Monaghan and the Millbrook Cavan Firefighter's Association for the premises known municipally as 2 Hay Street.

And Whereas the Council of The Township of Cavan Monaghan deems it necessary to repeal in its entirety By-law No. 2013-29.

Now Therefore the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized and directed to sign the Lease Agreement between The Township of Cavan Monaghan and the Millbrook Cavan Firefighter's Association.
2. That the Lease Agreement is attached to this by-law.
3. That this By-law shall come into effect the 7th day of April 2025

Read a first, second and third time and passed in open Council this 7th day of April 2025.

Matthew Graham
Mayor

Cindy Page
Clerk

This agreement was made this 7th day of April 2025.

In pursuance of the Short Forms of Leases Act.

Between:

The Township of Cavan Monaghan

(hereinafter called the "Lessor" or "Township")

of the first part

- and -

Millbrook Cavan Firefighter's Association

(hereinafter called the "Lessee" or "Association")

of the second part

Witnesseth that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee and pursuant to Section 110 of the *Municipal Act, 2001* the Lessor doth demise and lease unto the Lessee the lands and premises described in Schedule "A" which is attached hereto and forms part hereof (the foregoing hereinafter referred to as the "Premises").

To have and to hold the Premises in accordance with the following:

1. Term

The Tenancy shall commence upon the 7th day of April 2025 for a period of 10 years subject to the right to renew this lease agreement for an additional 10 years provided that the Lessee has provided written notice of its intention to renew on or before 4:00 p.m. on April 6th, 2035.

2. Lessee's Covenants

The Lessee covenants with the Lessor as follows:

(a) To pay Rent and all related expenses as set out in this agreement.

(1) Annual Rent shall be equivalent of One Dollar (\$1.00) per annum payable at the commencement of term, and for the full amount of the term (\$10.00).

(2) The related expenses shall include: janitorial/cleaning expenses, heat, electricity, fuel (as applicable including the cost of any required

annual or intermittent inspections related thereto), and waste removal.

- (b) To use the Premises only as a meeting hall, museum or social club for the Association. The Lessee expressly acknowledges and agrees that beverages containing alcohol are not permitted in or on or consumed in the Premises.
- (c) To maintain the Premises in a good state of repair and safe condition in consideration of the intended uses and to permit the Lessor or its agents to enter into and upon the premises at any time upon the giving of reasonable notice by the Lessor (which notice shall generally be 24 hours) to perform inspections of the Premises.
- (d) Not to carry on any activities on the Premises that the Lessor may determine, in its reasonable discretion, are a nuisance or which interfere with the use of the adjoining lands.
- (e) To comply with all provisions of the by-law including the Heritage Designation By-law No. 2023-51 (hereinafter the Heritage Designation) that applies to the Premises and other related by-laws to the Township of Cavan Monaghan, as amended from time to time. In addition, the Lessee shall ensure that all required permits related to the Lessee's use and occupation of the demised premises are maintained and that all required inspections related thereto are conducted (e.g. Health Unit).
- (f) Not to permit or cause to be done anything whereby any policy of insurance that may be maintained by any party on or in respect of the premises may become void or voidable or whereby the rate of premiums thereof may be increased and to repay to the Landlord on demand all sums paid by way of increased premiums and all expenses incurred by the Landlord in connection with any renewal or replacement of the policy rendered necessary by breach of this covenant.
- (g) To obtain the written approval of the Lessor before making any improvements, renovations or additions to the Premises or any part. The Lessee expressly acknowledges that based upon the Heritage Designation, specific proposed improvements may be prohibited by such Heritage Designation. The Lessee acknowledges that if approval is given by the Lessor that it may be subject to terms and conditions including a written Agreement between the parties. The Lessee shall be responsible for and pay for the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises. Any and all alterations shall be in keeping with the original and present character of the building.
- (h) To carry out all alterations or construction in a good and workmanlike manner in accordance with all applicable laws and to keep the Premises free of any liens filed under the Construction Act or any other legislation. To this end the Lessor may require, as part of the approval process for any project, that the Lessee obtain appropriate bonding to ensure completion of any contract and payment for all labour and material.
- (i) To maintain a sufficient temperature within the Premises at all times to ensure that

the Premises shall not be damaged by the prevailing temperatures outside of the Premises.

- (j) Upon the expiration of the term of this Lease or upon any earlier termination to surrender possession of the Premises to the Lessor in good condition and repair, reasonable wear and tear accepted. In addition to provide or permit the Landlord access to the Premises for the purposes of showing the Premises to prospective purchasers or tenants (in which latter case such access shall be limited to a period commencing 3 months before termination of the lease).
- (k) To maintain with respect to the Premises, insurance coverage insuring against:
 - (1) Loss or damage by perils as are commonly provided under an "all risks" property policy with respect to damage to the Premises and other property owned or controlled by the Lessee or as may be reasonably required by the Lessor;
 - (2) Liability for bodily injury or death or property damages sustained by third parties with a minimum limit of \$5,000,000.00 per occurrence;
 - (3) Such insurance coverage shall show the Lessor as a named insured and the policy shall include a cross-liability endorsement. The insurance coverage will act as primary insurance for the Lessor with respect to the Premises and any activities or programs carried on by the Lessee;
 - (4) Such policy shall require the insurer to give the Lessor a minimum of thirty (30) days written notice prior to cancellation or material change;
 - (5) The Lessee shall provide copies of the insurance coverage required herein to the Lessor prior to the execution of this Lease by the Lessor and proof of continuing coverage as required from time to time.
- (l) To release the Lessor, its councillors, officers, employees and agents (collectively the "Lessor") of and from any claims, actions, suits or losses arising directly or indirectly out of the Lessee's use and occupation of the Premises or this Lease except to the extent that the Lessor is in default hereunder.
- (m) To indemnify and save harmless the Lessor, its councillors, officers, employees and agents (collectively the "Lessor") of and from any claims, actions, suits or losses, suffered by, imposed upon or asserted against the Lessor, including legal expenses incurred by the Lessor on a solicitor and his/her own client basis, as a result of, in respect of, or arising from any act, any failure to act or failure to perform any term or condition of this Lease to be performed or observed by the Lessee, its officers, employees and agents or in any way arising out of the Lessee's operation and use of the Premises.
- (n) Notwithstanding the term of this lease and any right the Lessee may have to renew for an additional term, the Lessee acknowledges that it shall surrender possession of the Premises upon the Lessor giving 180 days written notice that:

- (1) The Lessor has entered into an agreement of purchase and sale which agreement does not provide for the Purchaser to assume this tenancy;
 - (2) The Lessor has determined in its sole discretion that the Premises are require for other municipal purposes.
- (o) Not to sublet or rent the premises for any length of time without the express written permission of Council.

3. Lessor's Covenants

The Lessor covenants with the Lessee as follows:

- (a) To maintain insurance on the premises insuring against loss or damage by fire for the full insurable value as determined by the Landlord's insurer.
- (b) To permit the Lessee to place signage on municipal property identifying the facility and directing the public to its location and subject to the Lessor approving in writing the signage and the location. The design and placement of any signage should be respectful of the heritage attributes of the building and its location in Millbrook.
- (c) Not to unreasonably withhold approval for the alteration of the interior of the Premises for the intended use.
- (d) To undertake regular inspections of the Premises including the condition of the building, water services therein and any mechanical systems.
- (e) To incorporate consideration of capital improvements to the Premises in its Long Term Capital Planning exercises.

4. Capital Improvements

- (a) The Lessee and Lessor acknowledge and agree that:
- (1) The Lessor is not obliged, by the terms of this lease, to undertake any capital improvements to or upon the demised premises;
 - (2) The Lessee is not obliged to contribute to the cost of any capital improvements undertaken by the Lessor and that the obligation to pay related expenses under subsection 2(a) shall not include any contribution to capital improvements; and
 - (3) The Lessee shall be solely responsible for the cost of any improvements made by the Lessee which are authorized under section 2(g).
- (b) Notwithstanding the foregoing subsection (a), the Parties may enter into an agreement, which among other things, provides for the sharing of costs of any capital improvement.

5. Default and Termination

- (a) Each and every of the following events shall constitute an event of default (hereinafter referred to as an "Event of Default"):
- (1) If the Lessee neglects or fails to observe, perform or comply with any of its obligations pursuant to this Lease during the term; howsoever arising.
 - (2) If the Lessee abandons the Premises.
 - (3) If the Lessee fails to make prompt payment of any related expenses or accounts for which it is responsible pursuant to the terms of this Lease.
 - (4) If the Lessee fails to comply with all applicable laws, by-laws or statutory regulations in force from time to time during the term of this Lease.
 - (5) If the Lessee fails to keep title to the Premises free of construction liens or other encumbrances.
 - (6) The Lessor shall provide written notice to the Lessee of an Event of Default and the Lessee shall have a period of thirty (30) days from the date of receipt of the notice to cure the default to the satisfaction of the Lessor in its unfettered discretion. If any Event of Default continues for thirty (30) days the Lessor may terminate this Lease by delivery of notice in writing to that effect to the Lessee. Such termination shall not limit in any way the recourse by the Lessor to any remedies available to it pursuant to this Lease or otherwise at law or in equity.
 - (7) If the Lessee fails to perform any of the covenants or obligations on its part set forth in this Lease, the Lessor shall have the right, but shall not be obligated, to perform or cause the same to be performed and to do or cause to be done such things as may be necessary or incidental thereto, including without limiting the foregoing, the right to make repairs, installations, erections and expend monies and all payments, expenses, costs, charges, fees, including all legal fees on a solicitor and his own client basis, and disbursements incurred that are paid by or on behalf of the Lessor in respect thereof shall be immediately due and payable by the Lessee upon demand.
- (b) Any sums owing by the Lessee to the Lessor pursuant to the terms of this Lease shall bear interest at the rate of 15% per annum calculated from the date of demand.
- (c) If, when an Event of Default has occurred, the Landlord chooses not to terminate the Lease and re-entre the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Events of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (1) If, when an Event of Default has occurred, the Landlord chooses to waive his/her right to exercise the remedies available to him/her under this Lease

or at law the waiver shall not constitute condonation of the Event of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising his remedies with respect to a subsequent Event of Default;

- (2) No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

6. General Provisions

- (a) The Lessee acknowledges that this Lease has been entered into by the Lessor under the authority of the Municipal Act, 2001.
- (b) Any notice or other communication required or permitted to be given or delivered pursuant to this Lease shall be in writing and shall be well and sufficiently given or delivered; if delivered personally, faxed or mailed by registered mail to the parties at their respective addresses set out below. Any notice so given or delivered shall be conclusively deemed to have been given when delivered, if delivered personally or sent by fax, or 72 hours following the mailing.

The Township of Cavan Monaghan
988 County Road 10
Millbrook, ON L0A 1G0
services@cavanmonaghan.net
Facsimile: 705-932-3458

- (c) This Lease, including the Schedules hereto, constitute the entire Lease between the parties and the parties hereto acknowledge that there are no covenants, representations, warranties, agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease, and that this Lease may not be amended except by written instrument executed by all the parties hereto.
- (d) No condonation, forgiveness, waiver or forbearance by the Lessor of any non-observance or non-performance by the Lessee of any of the provisions, terms or conditions of this Lease shall operate as a waiver or estoppel by or against the Lessor in respect of any provision, term or condition or any subsequent non-observance or non-performance by the Lessee of any provision of this Lease.
- (e) This Lease shall be binding upon and ensure to the benefit of the Lessor and the Lessee and their permitted assigns.

In witness thereof each of the parties has duly executed this Lease under the hands of its authorized signing officers.

By the Lessee on the day of , 2025

Millbrook Cavan Firefighters Association

per: _____
Name:
Title: President

per: _____
Name:
Title: Vice-President

We have authority to bind the
Corporation.

By the Lessor on the _____ day of

_____, 2025
The Township of Cavan Monaghan

per: _____
Name: Matthew Graham
Title: Mayor

per: _____
Name: Cindy Page
Title: Clerk

Schedule "A"

Description of Property

2 Hay Street, Township of Cavan Monaghan

Legal Description

Part 4 of Reference Plan 9R1227, Part of Lot 12, Part of Lot 6, South side of King Street East, East side of Hay Street, Being Part of Concession 4, Lot 12, Formerly in the Village of Millbrook, Now Township of Cavan Monaghan, Geographic Village of Millbrook, County of Peterborough.