

THE RURAL MUNICIPALITY OF BRITANNIA NO. 502

BYLAW NO. 19-2024

A BYLAW TO AMEND BYLAW NO. 10-2024  
KNOWN AS A BYLAW TO PROVIDE FOR THE MUNICIPALITY TO ENTER INTO A  
BUILDING LEASE AGREEMENT WITH THE LLOYDMINSTER ROWING CLUB

The Council of the Rural Municipality of Britannia No. 502, in the Province of Saskatchewan, enacts to amend Bylaw No. 10-2024 as follows:

1. "Exhibit A"
  - A. Delete "Exhibit A" in its entirety and replace it with the attached "Exhibit A"



[Redacted Signature]  
REEVE

[Redacted Signature]  
CHIEF ADMINISTRATIVE OFFICER

Read a first time this 8<sup>th</sup> day of July, 2024.  
Read a second time this 8<sup>th</sup> day of July, 2024.  
Read a third time, adopted, signed and sealed this 8<sup>th</sup> day of July, 2024.

**"EXHIBIT A"**

**Building Lease Agreement**

**THIS AGREEMENT** made in duplicate this 8 day of July, 2024,

**BETWEEN:** The Rural Municipality of Britannia No. 502  
Address: P.O. Box 661, Lloydminster, SK, S9V 0Y7  
A corporate municipality in the Province of Saskatchewan under  
*The Municipalities Act*, (hereafter called the "Owner")

OF THE FIRST PART

**AND:** Lloydminster Rowing Club  
Address: P.O. Box 142, Lloydminster, SK, S9V 0Y1  
A society incorporated under the *Societies Act* in the  
Province of Alberta (hereinafter called the "Lessee")

OF THE SECOND PART

**WHEREAS** at the time of making this agreement:

- a) The Owner is the owner of the building municipally known as the Killarney Lake Storage Building, which, with related facilities including, without limitation, a Shipping Container, is located at ORA 78-52-27 W3M, being the government road allowance between NE 31-51-27 W3M Ext 4 and Parcel 2, Plan 101833781 Ext 1, see map attached as Exhibit "B" (land in subdivision process) (hereinafter called the "Building");
- b) The Owner desires to have the Lessee manage the Building and the Lessee has agreed to do so, subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained in this Agreement and the Municipality's consent to the Plan the Parties agree as follows.

**1. TERMS & RENEWAL**

- 1) The term of this Agreement shall extend from and including July 22, 2024 for a period of 25 (twenty-five) years and thereafter shall continue in full force and effect from year to year, unless terminated by notice in writing given by either party to the other not less than 3 (three) months prior to the expiration of the original term of this Agreement or any renewal or extension thereof.
- 2) Rent is set at \$1.00, due annually on or before January 15.
- 3) Fixed fee of \$7,850.00 due to be paid by the Lessee to the Owner at time of signing lease.

**2. INSURANCE**

- 1) The Owner shall insure all real and personal property that is owned by the Owner or for which the Owner is legally responsible. This coverage insures for all risks of direct physical loss or



damage including but not limited to fire plus many other hazards including windstorm and lightning. The Owner does not provide property insurance coverage for any real or personal property (including contents) owned by the Lessee.

- 2) The Lessee may, at its option, carry insurance coverage in respect of all personal property owned by the Lessee or for which the Lessee is legally responsible. For clarity, the Owner shall not be responsible for the personal property of the Lessee.
- 3) The Lessee shall carry liability coverage in the amount provided by Rowing Canada. The Lessee agrees to provide the Lessor with a copy of the said insurance policy annually on or before January 15.

### **3. LESSEE'S RESPONSIBILITIES**

- 1) The Lessee agrees (and Owner authorizes the Lessee) to manage and operate the Building on behalf of the Owner during the term of the Agreement in a faithful, diligent and honest manner, and to carry out the following duties:
  - a) To authorize and to regulate, supervise and control the use of the Building by Lloydminster Rowing Club Members.

### **4. PROVISION OF AVAILABLE PLANS TO LESSEE**

- 1) Any plans, drawings, specifications and architectural or engineering assistance which may be necessary or desirable to enable the Lessee to discharge its duties pursuant to this Agreement shall be provided at the expense of the Owner; if the Building or any part or extension of it is in the course of construction during the continuance of this Agreement, the Owner will arrange for all contractors, architects and engineers which it has retained to afford the Lessee and its representatives reasonable opportunity to inspect the Building and any part or extension of it as well as providing all plans and specifications relevant to such construction.

### **5. ACCESS / INSPECTION**

- 1) The land will be accessible by the general public to ensure all have a means to access Killarney Lake.
- 2) The Building will not be open to the public, only those authorized by either the Owner or the Lessee shall have access to the Building.
- 3) The Lessee is authorized to build a fenced area around the Building of a size, location and dimension as approved by the Owner.
- 4) The Lessee shall ensure that the Owner has uninhibited access to Building by means of keys for locks and any required security code access. Requests for inspection and/or maintenance and repair access shall be granted within 24 hours. Access required for an emergent nature shall be granted immediately.



## **6. MAINTENANCE / REPAIRS**

- 1) The Lessee shall be responsible for the costs of standard maintenance and repairs to the building for the term of this Agreement. The Lessee shall notify of any maintenance and repairs when completed. The Owner will inspect the completed maintenance or repairs.
- 2) Standard maintenance shall include, but not be limited to, roof repairs, shingling, siding repairs, doors, windows, building access, and flooring.
- 3) If standard maintenance is not completed by the Lessee, after having received prior written notice from the Owner to complete the same, standard maintenance and repair work may be completed by employees of the Owner and will be invoiced to the Lessee and shall be paid within 30 days of the date of the invoice.

## **7. UTILITIES**

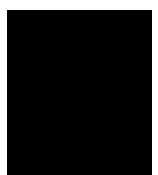
- 1) At the time of this Agreement there are no utilities (power, natural gas, etc.) associated with the Building.
- 2) The decision to connect utilities for the Building shall be determined by the Owner. The costs for such connections and monthly usage shall be agreed to by both parties at the time of scheduling the utility connections and the terms agreed to for said utilities shall be attached to the original agreement as a Schedule.

## **8. SIGNAGE**

- 1) The Owner shall be responsible to provide property signage such as parking, and property related signage as required.
- 2) The Lessee shall be responsible to provide signage on the exterior of the building that provides emergency contact information for authorized users. All signage must be approved by the Owner prior to installation.

## **9. LESSEE'S INDEMNITY**

- 1) The Lessee shall, during and after the termination of this Agreement, promptly indemnify and save the Owner, and those for whom the Owner is in law responsible, completely free and harmless from any and all damages (incidental, direct, indirect, special, consequential or otherwise) or injuries to persons or property, or claims, demands, actions, obligations, liabilities, costs, expenses and fees by reason of any cause whatsoever if the Lessee has not carried out the provisions of this Agreement or if caused as a result of negligence, breach, omission, fault or default of the Lessee or those for whom the Lessee is in law responsible, and in any event the Lessee shall be liable to the Owner, and those for whom the Owner is in law responsible, for all legal fees (on a substantial indemnity basis) and expenses incurred by on behalf of the Owner with respect thereto. The indemnity contained in this section shall not be prejudiced by and shall survive, the termination of this Agreement.



## 10. TERMINATION

- 1) Either party may terminate this Building Lease Agreement at any time by providing written notice to the other party 60 (sixty) days prior to the date of termination. Notwithstanding the foregoing, the Owner shall require "Just Cause" to terminate the contract. For the purposes of this Agreement, "Just Cause", shall include:
  - i. breach of this contract by the Lessee;
  - ii. illegal activity by Lessee and or Lessee affiliates;
  - iii. environmental damage to the Building or the land surrounding the Building;
  - iv. unauthorized alterations to land or Building.
- b) The Lessee shall ensure all equipment and supplies owned and/or held by the Lessee are removed from the Building prior to the date of termination.

## 11. ARBITRATION AND MEDIATION

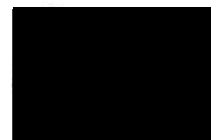
- 1) In the event of any dispute arising out of or relating to any provision of this Agreement the parties shall attempt to settle such dispute amicably between themselves in good faith. In the event the parties cannot so settle a dispute the parties shall arrange for a mediator to assist in the resolution of the dispute. If the use of the mediator does not resolve the dispute, either party may submit the dispute to arbitration pursuant to the *Arbitration Act, 1992 (Saskatchewan)*. The arbitration will be by a single arbitrator if the arbitrator can be agreed upon by the parties. In the absence of such agreement, submission to arbitration shall be to a panel of three arbitrators, one of which shall be appointed by each of the parties and the third of which shall be chosen by the two arbitrators so appointed. Unless otherwise agreed, the arbitration shall take place in the city of Lloydminster, Saskatchewan. Each party will bear its own costs of the arbitration. The costs of the arbitrator and related costs of the arbitration shall be apportioned equally between the parties and determined by the arbitrator. The decision of the arbitrator shall be final and binding upon the parties.

## 12. COMPLIANCE WITH LAW

- 1) The Lessee agrees that it shall at all times maintain itself in good standing with Rowing Canada and the Saskatchewan Rowing Association.

## 13. NOTICES

- 1) Any notices required to be given by either party to the other shall be sufficiently given if:
  - a) Sent by facsimile transmission, or delivered;
  - b) Mailed by prepaid registered post addressed to the Owner and to the Lessee at the addresses listed above; or



- c) Sent by electronic mail ("email") to the Owner and Lessee.
- 2) Any such notices shall be conclusively deemed to have been given and received at:
  - a) The time of its facsimile transmission, or
  - b) At the time of its delivery by one part to the address of the other or, in the event of service by registered mail, on the fifth business day after the day of such mailing, or
  - c) On the date such email is sent
- 3) Either party may by notice in writing to the other designate another address to which notices mailed more than 10 (ten) days after the giving of notice of change of address shall be addressed. If the postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall only be sent by facsimile transmission, email or courier delivery
- 4) Each party shall, immediately upon execution of this Agreement, provide the other party with the fax number and email addresses to be used for the purposes of notices pursuant to this section.

#### **14. ENUREMENT**

- 1) This Agreement shall enure to the benefit of and be binding on the parties hereto, their respective heirs, executors, administrators, successors and assigns as the case may be.

#### **15. ASSIGNMENT**

- 1) The Lessee shall not transfer, assign or sublet the Building or any part thereof or otherwise by any act deed procure the Building or any part thereof to be transferred or sublet, or assign their interest in this lease without the prior written consent of the Owner, which consent may be unreasonably withheld.

#### **16. ENTIRE AGREEMENT**

- 1) This Agreement embodies the entire Agreement of the parties with regard to the matters contained herein, and no other Agreement shall be deemed to exist except as entered into in writing by both parties to this Agreement.

#### **17. JURISDICTION**

- 1) It is the intention of the parties that this Agreement and the performance under it be construed in accordance with and under and pursuant to the laws of the Province of Saskatchewan and that in any action or other proceeding arising out of, in connection with, or by reason of this Agreement, the laws of the Province of Saskatchewan shall be applicable and shall govern to the exclusion of the law of any forum without regard to the jurisdiction in which any action may be instituted.

#### **18. PARTIAL SEVERABILITY**

- 1) If any part of this Agreement is held or rendered invalid or illegal, the remainder of this Agreement continues to apply.:



**19. TIME OF ESSENCE**

- 1) Time is of the essence of this Agreement and all provisions of it.

**20. HEADINGS**

- 1) The headings contained in this Agreement are for convenience of reference only and are not intended to define, limit or describe, the scope or intent of any provision of this Agreement.

**21. GOVERNING LAW**

- 1) This Agreement shall be constructed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein and shall be interpreted in all respects as a Saskatchewan contract.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first written above.

**The Rural Municipality of Britannia No. 502:**

Per: 

John Light, Reeve

Per: 

Bryson Leganchuk, Administrator



**Lloydminster Rowing Club**

Per: 

Kent Weir

Per: 

Michelle Lopez

### EXHIBIT "B"

