

**THE CORPORATION OF THE CITY OF KENORA**

**BY-LAW NUMBER 24-2003**

**A BY-LAW TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF KENORA AND MURRAY AFFLECK, CARRYING ON BUSINESS AS QUADSON DEVELOPMENTS, FOR THE OPERATION AND MAINTENANCE OF ANICINABE PARK**

**WHEREAS** The Corporation of the City of Kenora is the owner of Anicinabe Park in the City of Kenora and requires a Contractor to supply services for the operation and maintenance of Anicinabe Park;

**AND WHEREAS** Murray Affleck, carrying on business as Quadson Developments wishes to provide services for the operation and maintenance of Anicinabe Park;

**AND WHEREAS** The Municipal Act, 2001, S.O. 2001, Chapter C.25, s.94 and 110, provide that by-laws may be passed by Council of Municipalities for entering into agreements for maintaining, operating or managing parks, recreational areas or playgrounds;

**NOW THEREFORE** The Corporation of the City of Kenora enacts as follows:

1. **THAT** The Corporation of the City of Kenora enter into an Agreement with Murray Affleck, carrying on business as Quadson Developments, for the operation and maintenance of Anicinabe Park, on the terms and conditions as contained in the said Agreement, a copy of which is annexed to this By-law, to be effective the 28<sup>th</sup> day of January, 2003.
2. **THAT** the land known as Anicinabe Park be exempt from taxation for municipal and school purposes, from this date until December 31, 2008
3. **THAT** the Mayor and Clerk be hereby authorized to execute all documents related to this Agreement on behalf of The Corporation of the City of Kenora.
4. **THAT** By-law Number 65-99 is hereby repealed.

**BY-LAW READ A FIRST & SECOND TIME THIS 27<sup>th</sup> DAY OF JANUARY 2003.**

**BY-LAW READ A THIRD & FINAL TIME THIS 27<sup>th</sup> DAY OF JANUARY 2003.**

**THE CORPORATION OF THE CITY OF KENORA: -**

per: \_\_\_\_\_ A/MAYOR

per: \_\_\_\_\_ CITY CLERK



**THIS AGREEMENT** made this 28<sup>th</sup> day of January, 2003

B E T W E E N:

**THE CORPORATION OF THE CITY OF KENORA**  
(hereinafter called "the City")

OF THE FIRST PART

**MURRAY AFFLECK, carrying on business as  
QUADSON DEVELOPMENTS**  
(herein after called "Affleck")

OF THE SECOND PART

**WHEREAS** the City is the owner of Anicinabe park in the City of Kenora and requires a Contractor to supply services for the operation and maintenance of Anicinabe Park;

**AND WHEREAS** Affleck wishes to provide services for the operation and maintenance of Anicinabe Park;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises, and the covenants and conditions hereinafter contained, the parties hereto covenant and agree as follows:

**1. Scope of the Service**

- a. Affleck shall provide all supplies, materials, equipment and staff required to maintain and operate those facilities in Anicinabe Park as outlined in the Operations Standards Policy attached hereto as Schedule "A", including the attached appendixes A - F.
- b. Affleck shall provide and staff a local telephone information line for inquiries and requests for information during regular hours of operation a listing in the blue pages of the local directory of the Kenora Telephone Directory will be provided by the City of Kenora.

**2. Term of the Agreement**

- a. This Agreement shall come into force and effect commencing the 28<sup>th</sup> day of January 2003.
- b. Either party may terminate this Agreement by providing prior written notice by registered mail of sixty (60) days of they Party's intent to terminate;
- c. The City may terminate this Agreement with no notice in the event that Affleck is in breach of this Agreement.

**3. Municipal Responsibilities**

- a. The City shall approve applicable rates to users of camping, parking and other facilities relating to Anicinabe Park activities.
- b. The City shall maintain park roads and parking lots in accordance with Schedule "A".
- c. The City shall be responsible for maintenance costs in excess of \$100.00 associated with the Anicinabe Park operations in accordance with Schedule "A", provided that the City must approve the costs prior to the expense being incurred.

**4. Capital Improvements**

- a. Prior to undertaking any capital improvements, approval must be obtained, in writing, from the City.
- b. All capital improvements shall become the property of the City.

## 5. Insurance

- a. Affleck shall, at his own cost and expense, place, maintain and keep in force, general public liability insurance in a company or companies satisfactory to the City in the joint names of the City and Affleck, against claims for personal injury or death occurring upon, in, or about Anicinabe Park, such insurance to afford protection in respect to injury or death and in respect to property damage in such amounts as may from time to time be reasonably required by the City and Affleck shall furnish to the City during the continuance of this Agreement, evidence satisfactory to the City that such insurance is in full force and effect. Evidence of renewal or replacement of such policy shall be delivered to the City at least thirty (30) days before the expiration of each such policy. The amount of insurance for the first year and thereafter until Affleck is advised to the contrary shall be in the inclusive amount of not less than two million dollars (\$2,000,000.00).
- b. Affleck covenants to keep the City indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by or arising from the act, default, or negligence of Affleck, his agents, servants, employees, contractors, customers, invitees or licensees:
  - i. And Affleck agrees that the foregoing indemnity shall survive the termination of this Agreement notwithstanding the provisions of this Agreement to the contrary.
- c. Affleck shall carry insurance in his own name insuring against the risk of damage to Affleck's property within Anicinabe Park caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect Affleck's equipment, decorations and improvements.
- d. And Affleck shall provide the City with a certified copy of the policies.
- e. Affleck shall be required to produce a Workplace Safety and Insurance Board Certificate at the commencement of the Agreement and from time to time as may be required by the City.

## 6. Financial

- a. Affleck shall pay to the City, the fees set forth as follows:
  - i. \$10,000.00 plus GST, for 2002 payable by January 31, 2003
  - ii. \$15,000.00 per annum, plus GST, per year for each of the years 2003 – 2008.
- b. The annual fees shall be payable to the City of Kenora in two equal payments, as follows:
  - i. July 31
  - ii. September 30
- c. Affleck shall retain all fees and charges associated with the Anicinabe Park operation during the term of this Agreement.
  - i. Affleck shall keep accurate books and records of all funds received and disbursed in accordance with accepted accounting standards and deliver a copy to the City by November 30th of each year relating to the campground, docks and parking lot operations.
  - ii. Affleck shall provide the City with an annual report related to the operations identified in the above section (i).
  - iii. The City must approve the fee schedule for changes and any changes thereto, to park users.

