

The Corporation of the City of Kenora

By-Law Number 16 - 2026

A By-law to Authorize the Execution of a License Agreement between the Corporation of the City of Kenora and Kenora District New Horizons Senior Centre to use certain parcels of land and infrastructure for the Operation and Maintenance of a Senior Centre in the City of Kenora

Whereas the Council of the Corporation of the City of Kenora deems it necessary to authorize the execution of an agreement between the Corporation of the City of Kenora and Kenora District New Horizons Senior Centre for the use of municipal lands; and

Whereas an agreement has been reached an agreement with Kenora District New Horizons Senior Centre for this purpose;

Now Therefore the Council of The Corporation of the City of Kenora hereby enacts as follows:-

1. That authorization is hereby given for the City of Kenora to enter into an agreement with Kenora District New Horizons Senior Centre for a License to use certain parcel of lands and infrastructure for the operation and maintenance of a senior centre in the City of Kenora.
2. That the Mayor and Clerk are hereby authorized to execute the agreement attached hereto and forming part of this By-law on behalf of the City of Kenora.
3. That this By-law shall come into force and be in effect from and after the final passing thereof.

By-law read a First and Second Time this 17th day of February, 2026

By-law read a Third and Final Time this 17th day of February, 2026

The Corporation of the City of Kenora:-

Andrew Poirier, Mayor

Heather Pihulak, City Clerk

By signing this bylaw on February 17, 2026, Mayor Andrew Poirier will not exercise the power to veto this bylaw.

LICENCE

THIS LICENCE made the 17th day of February, 2026

BETWEEN:

Corporation of the City of Kenora

(hereinafter called the "Licensor")

OF THE FIRST PART

- and -

Kenora District New Horizons Senior Centre

(hereinafter called the "Licencee")

OF THE SECOND PART

Now Therefore This Licence Witnesses in consideration of the licence fees to be paid and covenants and agreements hereinafter reserved and contained on the part of the Licencee, the Licensor agrees as follows:

1. ***Licence***

The Licensor agrees to permit the Licencee to use and enjoy a certain parcel of lands identified locally as the Moncrief Construction Sports Centre ("MCSC"), legally described as a portion of PIN: 421650082, being a portion of PCL 14571 SEC DKF; LT 2 PL M366; LT 3 PL M366; LT 4 PL M366 S/T LT133663 AMENDED BY LT269152; KENORA and more particularly described in Schedule "B" and "C" attached hereto (the "Premises") and subject to section 9 permitted uses within this agreement.

2. ***Licence Period***

The period of the Licence shall be for five (5) years, to be computed from the November 1, 2025 for the use of the District of Kenora New Horizons Senior Centre (the "Licence Period") and subject to earlier termination as herein provided in sections 6- Default and 13- Option to Terminate, provided that if the Licencee has complied with all terms, covenants and provisions herein contained, this Licence may be renewed for two (2) further five (5) year terms upon the same terms and conditions, subject again to the termination rights in sections 6 and 13.

3. ***Licence Fee***

The Licencee covenants to pay to the Licensor, during the term of this Agreement, as follows ("Licence Fee"):

- a) For use of the New Horizons Senior Centre and the adjacent storage space, the

fee is payable monthly in advance in equal installments plus HST on the 1st day of each month and every month, commencing the 1st day of the month following the date the License is executed.

Term	Annual	Monthly
November 1, 2025, to October 31, 2026	\$ 14,189.65	\$ 1,182.47
November 1, 2026, to October 31, 2027	\$ 14,473.44	\$ 1,206.12
November 1, 2027, to October 31, 2028	\$ 14,762.91	\$ 1,230.24
November 1, 2028, to October 31, 2029	\$ 15,058.17	\$ 1,254.85
November 1, 2029, to October 31, 3030	\$ 15,359.33	\$ 1,279.94

- b) As per Section – Use of Premise, The Licensee shall be permitted to utilize the Rotary Room and Multipurpose Room adjacent to the licensed premises from Monday to Friday, subject to availability. The Licensor reserves the right to give priority to previously scheduled paying bookings or internal municipal programs. The Licensor will make reasonable efforts to work collaboratively with the Licensee to accommodate programming requests; however, final scheduling decisions remain at the sole discretion of the Licensor:

Room	Mondy to Friday, Year-Round	Saturday and Sunday, Year-Round
Rotary Room	Fees - Waived	Per the Tariff of Fees By-law
Multi-Purpose Room	Fees - Waived	Per the Tariff of Fees By-law
<i>Room reservation required in advance, per the Moncrief Construction Sports Centre rental rates and policies</i>		

- c) The City of Kenora shall provide a Municipal Letter of Support, annually towards an application to the New Horizons for Seniors Program, a Federal grant and contributions program.

4. **Licencee Covenants**

The Licencee covenants to keep the Premises, in a good state of condition, maintenance and repair, reasonable wear and tear excepted.

5. **Right of Entry**

The Licensor shall have the right at any time, and without prior notice, to enter and view the state of the Premises. The City may request any information on the use of the Premises, to ensure compliance with this Licence and all applicable laws.

6. **Default**

If and whenever

- a) any amount payable by the Licencee under this Licence shall be in arrears; or
- b) the Licencee shall have breached or failed to comply with any of its covenants and agreements contained in this Licence then the Licensor at its option may, without prejudice to any other recourse available hereunder at law, enter into and upon the Premises and terminate this Licence and all rights of the Licencee herein set forth.

7. Assignment

The Licencee shall not assign or transfer this Licence or transfer, sub-licence or enter into long-term rental agreements, for all or any part of this Licence or any privileges or interest hereby granted to it without the prior written consent of the Licensor. Short term rentals are permitted during operational hours. Failing to seek prior written notice, shall constitute a breach subject to section 6- Default of the Agreement.

8. Remediation

Upon expiration of the Licence Period or earlier termination of this Licence, the Licencee must give vacant possession of the Premises and, at its own expense, must restore the Premises to their original condition including, without limitation (a) removing any and all materials, machinery, equipment and debris thereon within the one hundred and twenty days (120) days following expiration or termination of the Licence unless otherwise directed in writing by the Licensor in which event any buildings or structures mentioned in the Licensor's notice and not removed shall become the property of the Licensor, and (b) removing any environmentally hazardous substances or conditions from the Premises, such as, without limitation, equipment, oil or propane drums or tanks and containers and any contaminated soil and cleaning up of the Premises, all in accordance with all applicable environmental and other laws.

9. Use of the Premises

The use of the premises is for the right to operate the Kenora New Horizons Senior Centre and adjacent storage room, providing a community senior centre, offering various recreational and educational programs and services including group dining, and as outlines within Schedule C of this Agreement.

All storage associated with the Licensee's activities shall be contained entirely within the designated area. No storage or placement of equipment, materials, or supplies shall be permitted elsewhere within or outside the facility without the prior written consent of the Licensor.

The Licencee covenants that it shall use the Premises during the Licence Period in compliance with all applicable laws and regulations, for the purposes identified within Section 9 and shall observe the Rules and Regulations as set out in Schedule "A".

No alteration, change or improvement to the Premises (including without limitation, repair, replacement or additions thereto) are permitted without the prior written consent of the Licensor which can be withheld for the interests of the City. The Licencee acknowledges that any future improvements to the Premises will become the property of the Licensor upon termination of this agreement or any renewal thereof, unless otherwise agreed to in writing by the Licensor.

The Licencee acknowledges the Licensor shall have access to the Premises at all times by its servants, employees, workmen, agents and independent contractors.

10. *Licensor Not Responsible*

The Licensor shall not be responsible in any way for any injury to any person (including death) or for any loss of or damage to any property belonging to the Licencee or to other persons from time to time attending at the Premises under authority of the Licencee while such person or property is on or about the Premises unless such injury, loss or damage is the result of the negligence of the Licensor or those for whom it is responsible at law.

11. *Indemnity and Insurance*

The Licencee and any of its renters shall release, protect, indemnify and save harmless each of the Licensor and its successors and assigns and its respective directors, officers, employees, agents, successors and assigns from and against any and all actions, causes of actions, claims and demands for damages, loss or injury (including death) or otherwise whatsoever which may be sustained as a consequence of any fact, matter arising out of:

- (a) any breach, violation or non-observance by the Licencee or its renters of any of its covenants and agreements contained in the Licence; and,
- (b) any fault or neglect by the Licencee or those for whom the Licencee is legally responsible, including any renters of portions of the Premises.

The Licencee shall obtain and maintain the following insurance coverage during the term of this Licence:

Primary Coverage

The Licencee's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

General Liability in respect of the use, including:

- minimum limit of \$ 5,000,000 inclusive.
- the City of Kenora added as an additional named insured.
- inclusion of a cross-liability clause.
- Insurance coverage to be effective immediately upon possession of the lands/facilities until such time is surrendered to the City.

Certificates of insurance are to be provided to the City of Kenora annually and upon renewal or change.

12. *Rules and Regulations*

The Licensee acknowledges that the Licensor may adopt and promulgate additional rules and regulations for the Premises to protect the Licensor and the public, as such rules and regulations shall form part of this Licence.

13. *Option to Terminate*

The Licensor may at its option, and in its sole discretion, before the expiration of the Licence Period or any renewals thereof, terminate the Licence by written notice to the Licensee and the Licensee hereby agrees to vacate the Premises within the thirty (30) days following such termination, with all infrastructure to be removed within one hundred eighty (180) days, or other time period agreed to by the parties in writing.

14. *Successors and Assigns*

Subject to Clause 7 hereof, this Licence shall be binding upon and ensure the benefit of the parties hereto and their respective successors and assigns.

15. *Entire Agreement*

This Licence and the Schedule hereto and forming a part hereto sets forth all and supersedes any other covenants, promises, agreements, conditions and understandings between the Licensor and the Licensee concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them, other than as are herein set forth.

16. *Dispute Resolution*

Upon any dispute arising regarding the permissions or obligations of any party pursuant to this Licence, and subject to the rights in article 15, the parties agree to have senior staff or officers engage in a meeting to discuss and attempt to resolve the issue(s) within five (5) business days of notice of dispute being provided.

If no resolution is reached in that meeting or within any agreed upon extension of time, the Licensee will have an officer present its concerns to Council *in camera* at its next regularly scheduled meeting in a further attempt to reach a resolution.

Should no resolution of the dispute be reached at that meeting or within any agreed upon extension of time, the parties will engage an arbitrator familiar with the issue(s) within a further ten (10) business days to reach a final and binding resolution.

Each party will bear their own costs of the dispute, any advice sought in that regard and any arbitration that is held.

IN WITNESS WHEREOF the parties hereto have signed as of the date first above-mentioned.

LICENSOR:

Corporation of the City of Kenora:-

Per:

Name: Andrew Poirier
Title: Mayor

Per:

Name: Heather Pihulak
Title: City Clerk

LICENCEE:

Witness

Kenora District New Horizons Seniors Centre

Name:
Title:

I have authority to bind the corporation.

Schedule A

Schedule of Rules and Regulations Forming Part of This Licence

The Licensee shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the City as provided in this License):

1. *Use of Multi purpose room and Rotary Room*

The Licensee shall be permitted to utilize the Rotary Room and Multipurpose Room adjacent to the licensed premises from Monday to Friday, subject to availability. The Licensor reserves the right to give priority to previously scheduled paying bookings or internal municipal programs. The Licensor will make reasonable efforts to work collaboratively with the Licensee to accommodate programming requests; however, final scheduling decisions remain at the sole discretion of the Licensor.

2. *Approved Food Preparation Methods*

The Licensee's approved food preparation methods within the concession area shall include the use of crock pots, countertop griddles, and slushie machines, subject to compliance with all applicable fire, electrical, and public health regulations. Any additional cooking appliances or methods not expressly listed above shall require the prior written approval of the Licensor and the relevant inspection authorities.

The Licensee shall not assign, sublet, or otherwise grant any right or interest in the Kitchen space without the prior written consent of the Licensor, which consent shall not be unreasonably withheld.

3. The Licensee acknowledges that the City of Kenora may continue to permit various users within the facility, including but not limited to ice rentals, aquatic programming, and community events. The Licensee shall conduct its operations in a manner that does not unreasonably interfere with the use and enjoyment of the facility by other patrons, teams, or community groups.

4. The Licensee acknowledges that the lobby, concourses, parking areas, access roads, and exterior grounds are shared spaces under the control of the Licensor. The Licensor may undertake redevelopment, alterations, or improvements to these areas, or permit other users or events within them, provided that reasonable accommodation is made for the Licensee's operations. Should any essential services (e.g., electrical, water, or access) be interrupted as a result of such work, the Licensor shall remedy the interruption at its expense within a reasonable time.

5. The Licensee's right to storage is limited solely to the designated storage space provided within the Seniors Centre and adjacent space across the hallway, as approved by the Licensor. No additional storage rights, whether

within or outside the facility, shall be implied or permitted without the prior written consent of the Licensor.

All movable equipment, appliances, and fixtures installed by the Licensee for concession purposes shall remain the property of the Licensee. Upon termination of this License, the Licensee shall have one hundred twenty (120) days to remove such items, failing which they shall become the property of the Licensor. Any permanent improvements, alterations, or buildings affixed to the Premises by the Licensee shall, unless otherwise agreed to in writing, become the property of the Licensor upon termination of this Agreement or any renewal thereof. Alterations, changes, or improvements that do not affect the structure of the facility may be undertaken by the Licensee without prior written consent. Any structural modifications or new construction shall require the prior written consent of the Licensor, which consent shall not be unreasonably withheld.

6. *Garbage Disposal*

Any waste or garbage generated by the Licensee's operations, including food preparation scraps, packaging, or other operation-related materials, shall be the sole responsibility of the Licensee to collect, contain, and dispose of in accordance with applicable laws and facility rules. The Licensee shall ensure that its waste does not interfere with the operation of the facility or the enjoyment of other patrons.

7. *Alcohol Sales*

The Licensee covenants that the sale, service, or distribution of alcohol on the Premises is prohibited, except where expressly authorized under a valid Special Occasion Permit or Caterer's Endorsement Agreement issued by the Corporation of The City of Kenora.

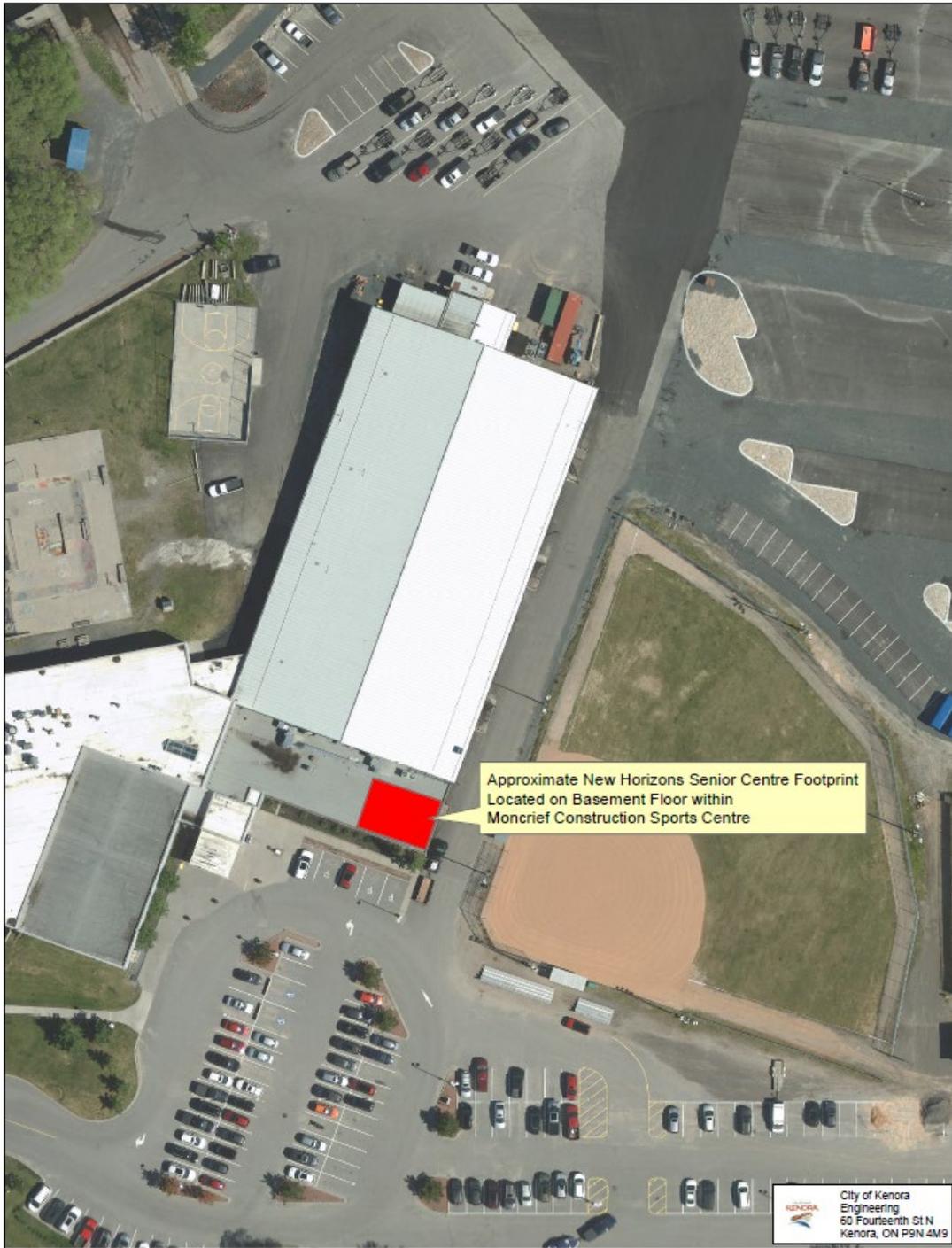
Any event involving alcohol shall comply with:

- a) The Municipal Alcohol Policy of the City of Kenora, as amended from time to time;
- b) All applicable requirements of the AGCO and provincial legislation; and
- c) Any additional conditions imposed by the Licensor.

The Licensee shall be responsible for obtaining the required Special Occasion Permit or Caterer's Endorsement Agreement, ensuring that all staff or volunteers involved in the service of alcohol are Smart Serve certified, and complying with all permit conditions.

The Licensor reserves the right to withhold or revoke approval for alcohol service at its sole discretion.

Schedule B
Subject lands, Kenora GIS, 2024- Aerial Photo



Schedule C

Floor plan, Kenora Moncrief Construction Sports Centre

