

Municipal Capital Facility Agreement

Between

The Corporation of the Town of South Bruce Peninsula,
hereinafter referred to as "South Bruce Peninsula",

and

The Corporation of the County of Bruce,
hereinafter referred to as "Tenant".

Whereas South Bruce Peninsula is the owner of the lands in the Town of South Bruce Peninsula (Former Amabel Township), in the County of Bruce, assessment roll number 41 02 540 010 00205 0000 and as described in Schedule A attached hereto, (hereinafter called "the lands");

And whereas Section 110 of the *Municipal Act S.O. 2001, c25*, as amended provides that a municipal Council may pass by-laws within the classes of lands described in Ontario Regulation 603/06 exempting property or a portion of it from taxation for municipal and school purposes on which Municipal Capital Facilities are or will be located;

And whereas the lands are known as the Sauble Beach Medical Centre Building;

And whereas Council adopted By-Law 27-2022 on April 19, 2022, designating the lands as Municipal Capital Facilities for the provision of social and health services (O.Reg 603/06,s.2 (1) .10);

And whereas Section 110 (1) of the *Municipal Act, S.O. 2001, c25*, as amended provides that the Council of a municipality may enter into agreements for the provision of Municipal Capital Facilities by any person;

And whereas Ontario Regulation 603/06 as amended by Ontario Regulation 88/10 provides that such an agreement can be entered into for a Municipal Capital Facility used for the provision of social and health services (O.Reg 603/06,s.2 (1) .10);

And whereas Tenant is the owner of a business operating on the lands and providing social and health services, as contemplated in O.Reg 603/06,s.2 (1) .10 and By-Law 27-2022;

And whereas South Bruce Peninsula and Tenant are desirous of entering into an agreement for the provision of a Municipal Capital Facility;

Now therefore in consideration of the terms and conditions contained herein and other good valuable consideration, the parties hereto agree as follows:

1. This is an agreement for the provision of a municipal capital facility by Tenant under Section 110 (1) of the *Municipal Act, S.O. 2001, c25*, as amended.
2. The Municipal Capital Facility covered under the provisions of this agreement provides social and health services to the public as contemplated in O.Reg 603/06,s.2 (1) .10 and more particularly, the business being operated by Tenant is an emergency medical services/ambulance facility, serving the public.
3. South Bruce Peninsula has caused its Clerk to give the necessary notice of the by-law permitting South Bruce Peninsula to enter into this agreement to the Minister of Finance as provided for in Section 110 (5) *Municipal Act, S.O. 2001, c25*, as amended.
4. South Bruce Peninsula has adopted By-Law 27-2022 under Section 110 (6) of the *Municipal Act, S.O. 2001, c25*, as amended exempting those portions of lands used for social and health services from taxation for municipal and school purposes.
5. The construction and use of any facilities on the lands for the provision and delivery of social and health services shall be exempt from the payment of any development charges that may otherwise be imposed by the municipality, if any, as otherwise so provided in Section 110 (7) of the *Municipal Act, S.O. 2001, c25*, as amended.
6. The parties hereto agree and acknowledge that this agreement shall in no way affect the zoning of the lands or the permitted uses of the lands under applicable laws.
7. Tenant shall maintain the lands under its tenancy in good repair as is appropriate for a Municipal Capital Facility for social and health service delivery.
8. Tenant shall continue to hold a tenancy or lease agreement with South Bruce Peninsula which outlines among other provisions, fees, insurance, indemnity and other terms and conditions associated with the tenancy or lease and it is hereby agreed that the tenancy or lease agreement shall be separate and distinct from this Municipal Capital Facility agreement, however, both agreements should be considered as having equal weight upon Tenant.
9. Tenant shall permit South Bruce Peninsula to undertake at least one (1) inspection of the lands to determine if the use continues to be in accordance with this agreement.
10. South Bruce Peninsula has filed By-Law 27-2022 with the Municipal Property Assessment Corporation, the Clerk of the County of Bruce and the secretary of any school board, if the area of jurisdiction of any such board includes that land that is exempted by the by-law, as required under Section 110 (8) of the *Municipal Act, S.O. 2001, c25*, as amended.

11. In the sole discretion of South Bruce Peninsula, if the lands are no longer used for the provision of social and health services, South Bruce Peninsula will remove the tax exemption status implemented pursuant to Paragraph 4 herein.
12. The term of this Agreement shall be for the period of the tenancy or lease agreement or for a period of ten years from the date of final execution of this Agreement by the parties hereto, whichever is greater, subject to the provisions contained herein and renewable at the discretion of both parties.
13. Each obligation expressed in this Agreement even though not expressed as a covenant, is considered to be a covenant for all purposes.
14. This Agreement together with any by-laws adopted by Council contains all the covenants, agreements and understandings between the parties concerning its subject matter - Municipal Capital Facility provision.
15. This agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.
16. Should any provision of this Agreement or the application of it to any person or circumstances be held to any extent invalid or unenforceable, the remainder of the Agreement or the application of the provisions to persons or circumstances other than those as to which it is held invalid or unenforceable is not affected.
17. Reference in this Agreement to the singular shall also mean and include the plural and reference in this Agreement to the masculine shall also mean and include the feminine and non-binary.
18. The parties shall do and execute all such further acts, deeds, instruments or things as may be necessary or desirable for the purpose of carrying out the intent of this Agreement.
19. This Agreement may be executed in counterparts and delivered by e-mail or facsimile transmission and each such counterpart, whether delivered executed in its original form or by e-mail or facsimile transmission, shall be and be deemed to be an original instrument by all such counterparts, when taken together, shall constitute one and the same document.

In witness whereof the parties hereto have duly executed this Agreement and have hereonto set their hands and seals.

The Corporation of the Town of South Bruce Peninsula

Per: _____

Name: Jay Kirkland

Title: Mayor

_____ Date

Per: _____

Name: Angela Cathrae

Title: Director of Legislative Services/Clerk

_____ Date

We have authority to bind the Corporation.

The Corporation of the County of Bruce

Per: _____

Name: Chris Peabody

Title: Warden

_____ Date

Per:.._____

Name: Linda White

Title: Clerk

_____ Date

I/We have authority to bind the Corporation.

**Municipal Capital Facility Agreement
Schedule "A"**

Municipally known as 672 Main Street, Town of South Bruce Peninsula, County of Bruce.

Legal Description of Lands as described in PIN 33161-0534 (LT)

Pt Lt 25 Con D Amabel, Pt 2 3R8503; South Bruce Peninsula

Tenant Lease Space - 1,850 sq ft plus the shared common areas and centre hallway on the interior of the building and the shared parking facilities on the exterior of the building.