

**CORPORATION OF THE TOWNSHIP
OF SOUTH ALGONQUIN**

By-Law No. 2012 – 436

**Being a By-Law to Authorize the Mayor and Clerk Sign the
Amendment to By-Law 2012-421 being the Lease Agreement Between
the Township of South Algonquin and District of Nipissing Social
Services Administration Board**

WHEREAS Section 20 of the *Municipal Act 2001 (as amended by Bill 130)* authorizes a municipality to enter into agreements, and

WHEREAS it is the desire of the Corporation of the Township of South Algonquin to enter into a rental agreement with the District of Nipissing Social Services Administration Board, and

NOW THEREFORE the Council of the Corporation of the Township of South Algonquin enacts as follows:

“ To authorize the Mayor and Clerk sign on behalf of the Corporation the Rental Lease Agreement, being an appendix to this by-law as Schedule “A”, between the Township of South Algonquin and the District of Nipissing Social Services Administration Board for the rental of the Resource Centre located in Whitney. This By-Law when passed and enacted repeals By-Law 2012-421,

READ A FIRST AND SECOND TIME this 6th, day of September 2012.

Jane Dumas, Mayor

Harold Luckasavitch, Clerk-Treasurer

READ A THIRD TIME AND PASSED AND ENACTED this 6th, day of September 2012.

Jane Dumas, Mayor

Harold Luckasavitch, Clerk-Treasurer

THIS LEASE made as of the 1st day of January, 2012.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

(hereinafter called the "**Landlord**")

OF THE FIRST PART

AND:

DISTRICT OF NIPISSING SOCIAL SERVICES ADMINISTRATION BOARD

(hereinafter called the "**Tenant**"),

OF THE SECOND PART

Land

ARTICLE 1

In consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Tenant, to be paid, observed and performed, the Landlord, being registered owner of that parcel of land of the Landlord located at the Township of South Algonquin and in the Province of Ontario and being composed of ALL THAT parcel of land legally described as Lot 4, Plan M-270, being part of Lots 7 & 8, Concessions 5 & 6, former Township of Airy, now in the Township of South Algonquin LEASES to the Tenant 630 square feet of the Township Hall located in Whitney, Ontario (hereinafter called "the leased premises"), subject to the following terms, covenants and conditions.

Term

ARTICLE 2.01

To have and to hold the leased premises for and during the term of One (1) year commencing on the 1st day of January, 2012 and ending on the 31st day of December, 2012 with two additional, one year options to renew (herein called the "term"). This lease may be terminated by either party upon three (3) months' notice in writing to the other party.

Subject to the Landlord's rights under this Lease, and as long as the Lease is in good standing the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.

Rent

ARTICLE 2.02

- (1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes Additional Rent.
- (2) The Tenant covenants to pay to the Landlord, during the Term of this Lease rent as follows:
 - (a) during the first one year of the Term, the sum of \$10,848.00 per annum, payable monthly in advance in equal installments of \$904.00 on the first, day of each and every month, commencing on the first day of the Term
 - (b) during the next two years of the Term, the sum of \$11,500.00 per annum, payable monthly in advance in equal installments of \$958,33 on the first day of each and every month, commencing on the first, day of January 2013 and ending on December 31st, 2014.

Overholding ARTICLE 2.03

If the Tenant shall, with the consent of the Landlord, continue in occupation following the expiration (but not other termination) of the term or any renewal term, this Lease shall continue from month to month as a monthly Lease, on the terms and conditions herein contained.

Use	ARTICLE 3 The leased premises shall be used and occupied by the Tenant, in a lawful manner, solely for use in connection with the use of the Tenant's Ontario Works Resource Centre (hereinafter called the "Centre").
Assignment	ARTICLE 4 The Tenant shall not assign this Lease in whole or in part, nor sublet all or any part of the leased premises, save and except for use in connection with a lease of the Tenant's Centre on the leased premises.
Taxes	ARTICLE 5 The Landlord shall pay all real property taxes attributable to the leased premises when due.
Tenant Not To Construct Without Landlord's Consent	ARTICLE 6 The Tenant shall not construct, erect or place, or cause to be constructed, erected or placed on the leased premises, including but not limited to, any building, structure, and any other work of a physical character (hereinafter referred to as "improvements"), without the written consent of the Landlord and if required by the Landlord, the Tenant shall submit to the Landlord all plans and specifications for the improvements. Any making of such improvements without the prior written consent of the Landlord shall constitute a breach of this covenant, in which event the Landlord may, in its sole discretion, immediately terminate this Lease, and the Landlord shall not be liable to the Tenant for any damages or compensation by reason of such termination.
Utilities	ARTICLE 7 The Landlord shall supply and pay for the cost of all heat, electricity, and yard maintenance, including sanding and salting with snowplowing. The Tenant shall pay for telephone costs.
Surrender of Premises	ARTICLE 8 On the expiry date or earlier termination of this Lease, the Tenant shall leave on the leased premises any fixtures located thereon and shall peaceably surrender and yield up to the Landlord the leased premises in a neat and clean condition, free and clear of all waste material, debris and rubbish, which the Landlord agrees to assume.
Compliance With Statutes and Regulations	ARTICLE 9 The Tenant shall, in the operation of any buildings or other improvements erected or to be erected on the leased premises, and in the use of the leased premises observe and fully comply with any and all applicable federal, provincial or municipal statutes, regulations, orders or by-laws now or hereafter in force.
Landlord May Perform Covenants	ARTICLE 1 If the Tenant fails to perform any of the covenants or obligations of the Tenant under this Lease, the Landlord in addition to its rights under this Lease may from time to time at its discretion perform or cause to be performed any of the covenants, or obligations, and for that purpose may do such things as may be requisite, including, without limitation, enter upon the leased premises on not less than five (5) days' prior notice to the Tenant or without notice in the case of an emergency and do such things upon or in respect of the leased premises as the Landlord may consider requisite or necessary. All expenses incurred and expenditures made by or on behalf of the Landlord under this Article plus ten per cent (10%) for overhead will be paid by the Tenant upon presentation of a bill therefore, as additional rent. The Landlord will have no liability to the Tenant for loss or damages resulting from such action by the Landlord.

Right to Re-Enter	ARTICLE 11 If the Tenant fails to pay rent when due, or fails to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by the Tenant, or if re-entry is permitted under any other terms of this Lease, then the Landlord in addition to any other right or remedy it may have, will have the right of immediate re-entry.
Right of Entry	ARTICLE 12 The Landlord, its agents or servants, may at all times enter upon the leased premises, or enter any building or improvement situate thereon for the purpose of viewing the state of repair, conditions and use of the leased premises, or to perform any work or repair thereon, or to show the leased premises to prospective purchasers, mortgagees, or tenants or to exercise any of the rights or obligations of the Landlord under this Lease.
Construction Lien	ARTICLE 13 The Tenant shall not suffer or permit any construction lien or similar lien to be filed or registered against the leased premises.
Loss and Damage	ARTICLE 14 The Landlord shall not be liable for death or injury or damage to property of the Tenant or of others located on the leased premises, nor for the loss of or damage to any property of the Tenant or of others by theft or otherwise from any cause whatsoever except by the negligence of the Landlord or the Landlord's employees, agents or contractors, elected or appointed officials or volunteers.
Insurance	ARTICLE 15 The Tenant covenants that it shall keep in full force and effect throughout the term of this Lease comprehensive general liability insurance in respect to the leased premises and the operations of the Tenant thereon against claims for personal injury, death or property damage or loss, indemnifying and protecting the Landlord and the Tenant, their respective employees, servants, agents, invitees or licensees, to the inclusive limit of not less than ONE MILLION (\$1,000,000.00) DOLLARS or such other amount as the Landlord may from time to time determine.
Quiet Enjoyment	ARTICLE 16 The Landlord covenants with the Tenant for quiet enjoyment.
Maintenance	ARTICLE 17 The Landlord shall be responsible for all renovations, maintenance and repairs required to provide habitable office space.
Time	ARTICLE 18 Time shall be of the essence of this Lease.
Applicable Law Ontario.	ARTICLE 19 This Lease shall be construed pursuant to the laws of the Province of Ontario.
Successors and Assigns	ARTICLE 20 This Lease extends to and binds the respective heirs, executors, administrators, and successors of the parties hereto as the case may be. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one tenant, and to corporations, associations, partnerships or individuals, males or females, in all cases will be assumed as though in each case fully expressed.

Waiver **ARTICLE 21**
The waiver by the Landlord of a breach of a term, covenant or condition herein contained will not be deemed to be a waiver of the term, covenant or condition of a subsequent breach of the same or another term, covenant or condition herein contained.

Headings **ARTICLE 22**
The captions and headings are inserted only as a matter of convenience and for reference only.

Notice **ARTICLE 23**
Any notice required to be given by either party under this Lease and all rent, additional rent and or other sum payable hereunder by the Tenant to the Landlord shall be sufficiently given if mailed by registered letter, prepaid or delivered to the parties at their respective addresses as follows:

(a) **The Landlord:**
The Corporation of the Township of South Algonquin
7 Third Avenue
PO Box 217
Whitney, Ontario KOJ 2MO

Attention: Administrator / Clerk-Treasurer

(b) **The Tenant:**
District of Nipissing Social Services Administration Board
200 McIntyre Street East, PO Box 750
North Bay, Ontario P1B 8J8

Attention: Chief Administrative Officer

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

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH ALGONQUIN**

Date: _____

Mayor- Jane Dumas

Date: _____

Administrator/Clerk-Treasurer-
Harold Luckasavitch

**DISTRICT OF NIPISSING SOCIAL
SERVICES ADMINISTRATION
BOARD**

Date: _____

Chair-George Maroosis

Date: _____

Chief Administrative Officer- Leo DeLoyde

WE HAVE THE AUTHORITY TO BIND THE CORPORATION.