

**CORPORATION OF THE TOWNSHIP
OF SOUTH ALGONQUIN**

By-Law No. 20-605

**Being a By-Law Authorizing a Lease Agreement with National
Structures 2011 Inc. for the rental of
Office Space within the Municipal Building**

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 authorize a rental agreement with National Structures 2011 Inc., for Office Space within the Municipal Building in Whitney for February 2020 to December 2020.

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

“To authorize the Mayor and CAO/Clerk Treasurer to sign on behalf of the Corporation the Rental Lease Agreement attached to this By-Law as Schedule “A” between the Township of South Algonquin and National Structures 2011 Inc. for rental of Office Space within the Municipal Building in Whitney for the year February 5, 2020 to December 31, 2020”.

READ A FIRST AND SECOND TIME this 5th, day of February 2020.

Jane A.E. Dumas, Mayor

Holly Hayes, CAO/Clerk Treasurer

READ A THIRD TIME PASSED AND ENACTED this 5th, day of February 2020.

Jane A.E. Dumas, Mayor

Holly Hayes, CAO/Clerk Treasurer

THIS LEASE made as of the 5th day of February 2020.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

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

OF THE FIRST PART

AND:

NATIONAL STRUCTURES 2011 INC. c/o Brad Wilson, General Superintendent

(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 in the Township of South Algonquin, in the District of Nipissing, in the Province of Ontario, being composed of **PART OF** the parcel of land legally described as CON 5 PT LOT 6 PLAN 36R-3698;PART 1 PCL 23700 NIP in the geographical Township of Airy, now in the Township of South Algonquin LEASES to the Tenant, office space consisting of approximately 440 square feet, located in the Municipal Office at 7 Third Avenue in Whitney (hereinafter called "the leased premises") and grants access to use the Council Chambers with teleconferencing capabilities when requested in advance 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, commencing on the 5th, day of February 2020 and ending on the 31st, day of December 2020 (herein called the "term"). This lease may be terminated by either party upon (1) one months' notice in writing to the other party.

Rental Payment

ARTICLE 2.02

The Tenant shall pay to the Landlord, its successors and assigns, monthly and during the term, Five Hundred (\$500.00), each in advance on the first day of each month during the term of the Lease. The first month rent to paid prior to staff moving in and on the 1st of the month or next regular business day for the length of the contract.

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 only, in a lawful manner, solely to be used as an **Office** for Sanchez Engineering. Per this contract one staff member will be present in the office, if there is

a need to additional staff the Landlord will be notified prior to and the contract may need to be revisited as a result.

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. This agreement also includes the use of the Council Chambers (when available) if teleconferencing capabilities are required.

Tenant Not to Construct without Landlords consent

ARTICLE 5

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 or 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 be liable to the Tenant for any damages or compensation by reason of such termination.

Utilities ARTICLE 6

The Tenant shall pay for cost of the telephone and internet service if required, including the connection cost and disconnect charge.

Surrender of Premises

ARTICLE 7

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.

Landlord may perform covenants

ARTICLE 8

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 9

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 to Entry

ARTICLE 10

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 tenants or to exercise any of the rights or obligations of the Landlord under this Lease.

Construction Lien

ARTICLE 11

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 12

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 13

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 TWO MILLION (\$2,000,000.00) DOLLARS or such other amount as the Landlord may from time to time determine.

Maintenance

ARTICLE 14

The Tenant shall be responsible for all renovations, any damages, maintenance or repairs required to provide habitable office space.

Applicable Law

ARTICLE 15

This Lease shall be construed pursuant to the laws of the Province of Ontario.

Successors and Assigns

ARTICLE 16

This Lease extends to and binds the respective heirs, executors' administrators, and successors of the parties hereto as the case may be.

Notice

ARTICLE 17

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, P.O. Box 217
Whitney, ON KOJ 2M0
Attention: Holly Hayes / CAO Clerk-Treasurer

(b) **The Tenant:**
National Structures 2011 Inc.
15 Kellwood Cres,
Napanee, ONK7R 4A1 Canada

Attention: Brad Wilson, General Superintendent National Structures 2011 Inc.

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 A.E. Dumas

Date: _____

CAO/Clerk-Treasurer – Holly Hayes

National Structures 2011 Inc.

Date: _____

Brad Wilson, General Superintendent

Date: _____

Witness

**WE HAVE THE AUTHORITY TO
BIND THE CORPORATION.**

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