

**CORPORATION OF THE TOWNSHIP  
OF SOUTH ALGONQUIN  
BY-LAW NO: 2022-716**

**Being a by-law to authorize the Mayor and CAO/Clerk-Treasurer  
to sign the Lease Agreement between the  
Township of South Algonquin  
and  
District of Nipissing Social Services Administration Board**

**WHEREAS the Township of South Algonquin, deems expedient to enter into an agreement with, District of Nipissing Social Services Administration Board for the purposes of providing facilities for land ambulance.**

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

1. **THAT** the Mayor and CAO is hereby authorized to execute the Agreement in the form attached to this By-Law and affix the Corporate Seal on behalf of the municipality.
2. **THAT** this By-Law will come into force and take effect on the date of the final passing thereof.

**READ A FIRST AND SECOND TIME THIS 7TH DAY OF SEPTEMBER, 2022.**

\_\_\_\_\_  
**Mayor – Jane A. E. Dumas**

\_\_\_\_\_  
**CAO/Clerk Treasurer-Bryan Martin**

**READ A THIRD TIME AND PASSED THIS 7TH DAY OF SEPTEMBER, 2022.**

\_\_\_\_\_  
**Mayor – Jane A. E. Dumas**

\_\_\_\_\_  
**CAO/Clerk Treasurer-Bryan Martin**

# LEASE

THIS LEASE made IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT, R.S.O. 1990, c. S.11 on this 16 September 2022 ("Effective Date")

B E T W E E N:

**THE TOWNSHIP OF SOUTH ALGONQUIN**

(hereinafter called "Landlord"),

- and -

**THE DISTRICT OF NIPISSING SOCIAL SERVICES ADMINISTRATION BOARD**

(hereinafter called "Tenant").

## WITNESSETH:

Landlord and Tenant covenant and agree as follows:

### Article I. BASIC LEASE TERMS

#### Section 1.01 Definitions

In this Lease and any Appendices forming part thereof, words and expressions parenthetically defined in this Lease shall have the meaning therein provided; however, all capitalized terms noted below shall have the following meanings regardless:

"Additional Rent" means a service charge, payable as Rent, determined by the Landlord, in the event that Tenant is in default of an obligation which the Landlord must assume payment for.

"Building" means the physical structure presently located on the Land.

"Business Day" means any day other than Saturday, Sunday or a Statutory Holiday under applicable provincial law or observed by the Tenant.

"Destruction" means any damage or destruction by fire, elements, or other risk or peril (includes environmental risks and perils such as mold, asbestos, etc.) in respect of which insurance is to be carried by the terms of this Lease or any other casualty or cause.

"Improvements" means any buildings and improvements now or hereafter erected on the Land.

"Include", "includes" and "including" denote that the subsequent list is not exhaustive.

"Land" means the Land described in APPENDIX A – LEGAL DESCRIPTION.

"Landlord" means the Township of South Algonquin and any subsequent owner of Landlord's estate hereunder, but any owner of Landlord's estate hereunder shall be relieved of all liability under this Lease after the date that it ceases to be the owner of Landlord's estate (except for any liability arising prior to such date) provided that the party succeeding to Landlord's estate shall have executed an agreement, satisfactory to Tenant, wherein it assumes and agrees to perform all of Landlord's obligations under this Lease from and after the date it acquires the Landlord's estate.

"Lease Interest Rate" means the interest rate charged by the Landlord on its overdue account which, currently is 1.25% per month.

"Lease Year" means a period of twelve (12) consecutive calendar months, during the term of this Lease, the first Lease Year being the period of twelve (12) consecutive calendar months commencing from the Commencement Date if the Commencement Date is the first day of a month or on the first day of the month immediately following the month in which the Commencement Date occurs if the Commencement Date is not the first day of a month, and ending on the day preceding the first anniversary of such date of commencement, and each succeeding Lease Year during the term of this Lease, being a period of twelve (12) consecutive calendar months commencing on the day following the expiration of the Lease Year preceding it.

"Leased Premise" means the specific area of the Building, Land and/or Improvements, collectively, being leased by the Tenant, the boundaries and location of which are shown outlined in APPENDIX B: PLAN OF LEASED PREMISES attached hereto.

"Party or Parties" means the Landlord or Tenant, as per the context.

"Real Estate Taxes" means only general municipal real estate taxes levied, rated or assessed against the real property comprising the Leased Premise.

### **Section 1.02 General Location of Leased Premise**

31 Hay Creek Rd, Whitney, ON K0J 2M0

### **Section 1.03 Parties Address**

#### **Landlord**

7 Third Ave., P.O. Box 217, Whitney, ON K0J 2M0  
Attention: CAO/Clerk-Treasurer  
Email: clerk@southalgonquin.ca

#### **Tenant**

200 McIntyre St E, North Bay, ON P1B 8V6  
Attention: Contract and Purchasing Specialist  
Email: dnssab.contracts@dnssab.ca

### **Section 1.04 Schedules and Appendices**

The Parties agree that the following Appendix shall be deemed to be incorporated herein by reference:

APPENDIX A: LEGAL DESCRIPTION

APPENDIX B: PLAN OF LEASED PREMISES

The Parties agree that to the extent if any terms or provisions of an Schedule and/or Appendix conflict with the terms and conditions of this Lease, the terms and conditions of this Lease shall control unless the Lease or the Schedule and/or Appendix expressly and specifically states an intent to supersede the Lease on a specific matter.

### **Article II. LANDLORD'S TITLE**

Landlord warrants and represents to the Tenant that it has the right and lawful authority to enter into this Lease for the term hereof and that Landlord is the owner of the Leased Premise.

### **Article III. DEMISE**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premise, and the improvements now or hereinafter erected on the Leased Premises, together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto.

### **Article IV. TERM**

The term of this Lease shall commence as of 1-October-2022 and end by 30-September-2027 unless previously terminated as in this Lease provided.

### **Article V. TERMINATION**

This Lease may be terminated by either Party with six (6) months' notice, without penalty or liability.

### **Article VI. RENT**

The Tenant covenants to pay to the Landlord as rent (the "Rent") an inclusive amount of \$24,000.00 per year, which equals \$2,000.00 per month, commencing 1-October-2022, and for the remaining term of this Lease, unless abated or diminished as hereinafter provided.

Tenant shall pay Rent to Landlord at the address of Landlord set forth in s. 1.03 (or such other address as Landlord may advise in writing) commencing on 1-October-2022 and thereafter in equal monthly installments in advance on the first day of each month.

### **Section 6.01 Utilities**

The Landlord shall pay for all utility expenses including water, sewer, grinder, garbage, electricity, fuel, used or consumed in the Leased Premise.

### **Section 6.02 Property Maintenance/Repairs**

The Landlord shall pay and is responsible for all property maintenance, including, but not limited to, structural and minor repairs, heat equipment and appliances (replacement of filters and regular inspection and maintenance), ventilating, replacements of plate glass, air conditioning system, plumbing, the electrical systems, landscaping/grass cutting, snow plowing, smoke and carbon monoxide detectors, pest control, etc.

Where repairs or maintenance are the result of the Tenants negligence. The cost of those repairs will be billed back to the tenant at cost plus a 15% administration fee.

### **Section 6.03 Taxes**

Landlord shall pay all Real Estate Taxes, capital taxes, GST, and/or any other taxes which may be levied or assessed by any lawful authority against the Leased Premise.

## **Article VII. TENANCY**

### **Section 7.01 Use and Occupancy**

The Leased Premise may be used as an emergency services/paramedic station base for paramedics and vehicles (i.e., ambulances), and as office space, as may be operated from time to time by the Tenant.

### **Section 7.02 Quiet Enjoyment**

Landlord covenants and agrees that Tenant shall peaceably and quietly have, hold and enjoy the Leased Premise and all rights, easements, appurtenances and privileges belonging or in any way appertaining thereto during the full term of this Lease and any extension thereof, subject to noise and normal disturbances caused by The Township of South Algonquin's Fire Services.

### **Section 7.03 Signs**

The Tenant shall have the right to place signs within or upon the Leased Premise.

### **Section 7.04 Parking**

The Tenant shall have, at minimum, four (4) parking spaces located on the Land. Tenant shall not park his or her car on any unauthorized part within the area surrounding the Leased Premise. If the Tenant does so, they may be charged with the cost of towing it away.

### **Section 7.05 Security/Locks**

The Tenant shall be responsible for installing and maintaining all security systems (includes fob, swipe cards, video surveillance) and/or locks in or on the internal and external doors and windows of the Leased Premise on the condition that the Landlord has a copy of the access keys, fobs, and/or cards and that the Tenant will not change until the Landlord is notified.

### **Section 7.06 Moving of Furniture**

No goods, chattels, fixtures or other items that might overload the floors of the Leased Premise shall be brought into the Leased Premise, nor shall such items be moved on, in or over the Leased Premise so as to damage same. The Tenant will be held responsible for any damage caused by movements of items in, out, or about the Leased Premise.

### **Section 7.07 Bulbs**

The Tenant's responsibility is to supply and replace electrical light bulbs within the Leased Premise. The Tenant shall use proper light bulbs.

### **Section 7.08 Nuisance (Noise)**

The Landlord acknowledges that the Tenant's use is not a nuisance nor will it be deemed to be a nuisance.

## **Article VIII. LICENSE AND SUBLETTING**

The Tenant may sublet all or any part of the Leased Premise or licence the use of any portion thereof only with the written consent of the Landlord, which shall not be unreasonably withheld.

## **Article IX. REQUIREMENTS OF LAW**

Tenant shall comply with and shall from time to time conform the Leased Premise, at its own expense, to the requirement of every applicable lawful statute, law, by-law, ordinance, regulation and order and with every reasonable regulation and order of all federal, provincial, municipal, local and other governmental and quasi-

governmental authorities, departments, commissions and boards having jurisdiction, affecting the operation, condition, maintenance, use or occupation of the Leased Premise or be required on account of any particular use to which the Leased Premise may be put, but only insofar as the necessity therefor shall arise solely out of the manner or method of use of the Leased Premise. Provided, however, that the foregoing shall not require Tenant to make any structural alterations, installations or repairs at any time. Landlord shall comply with all of such requirements except to the extent that the Tenant is obligated to comply therewith. Tenant shall have the right upon giving notice to Landlord to contest any obligations imposed upon Tenant pursuant to the provisions of this article and defer compliance during the pendency of such contest if the failure of Tenant to so comply will not subject Landlord to criminal or other penalty or cost. Landlord shall cooperate with the Tenant in such a contest and shall execute any documents reasonably required in furtherance of such purpose.

## **Article X. INSURANCE AND INDEMNITY**

### **Section 10.01 Tenant's Insurance**

The Tenant shall effect and maintain during the Term at its sole cost and expense:

- a) "All risks" insurance upon all property owned by the Tenant or by others and for which property the Tenant is responsible located in the Leased Premises including equipment, furniture, fixtures and Leasehold Improvements in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, all such items.
- b) Commercial general liability insurance on an occurrence basis, against claims for bodily injury, personal injury, economic loss and property damage arising from occurrences in or about the Leased Premises or arising from or in any way relating to the Tenant's use or occupancy of the Leased Premises, contractual liability (including coverage of the indemnities provided for in this Lease), non-owned automobile liability and owner and contractors' protective liability, in amounts which are from time to time acceptable to a prudent tenant in the community in which the Leased Premises is located (as determined by the Landlord), but not less than \$5,000,000.00 in respect of each occurrence.

Should the Tenant fail to maintain any of the insurance required pursuant to this s. 10.01 and should such default continue for ten (10) Business Days after Notice to the Tenant, then in addition to any other rights and remedies, the Landlord may, but shall have no obligation to, elect to obtain the required insurance and the Tenant shall, upon demand, pay to the Landlord, as Additional Rent, the Landlord's cost of obtaining such insurance.

### **Section 10.02 Form of Tenant Policies**

Each policy required pursuant to s. 10.01 shall be in a form and with insurers acceptable to the Landlord, acting reasonably, having reasonable deductibles, and:

- a) the insurance described in ss. 10.01(a) and any other property damage insurance shall include, as additional named insureds (but without liability for premiums) as its interests may appear the Landlord;
- b) the insurance described in s. 10.01(b) shall include as additional named insureds (but without liability for premiums) the Landlord and any property manager or facilities manager retained by the Landlord in respect of the Leased Premise;
- c) all property damage and liability insurance shall contain provisions for cross-liability and severability of interests among the Landlord, the other insureds and the Tenant;
- d) all property damage insurance shall contain a waiver of any rights of subrogation which the insurer may have against the Landlord and those for whom the Landlord is in law responsible whether the damage is caused by the act, omission or negligence of the Landlord or such other Persons; and
- e) shall contain a provision that the Tenant's insurance shall be primary and shall not call into contribution any other insurance available to the Landlord.

### **Section 10.03 Certified Copies and Notice to Landlord**

The Tenant shall provide to the Landlord, prior to the Commencement Date, certified copies or other evidence satisfactory to the Landlord that the Tenant has obtained all insurance policies required by this Lease and shall provide written evidence of the continuation of such policies not less than ten days prior to their respective expiry dates.

Each policy required pursuant to s. 10.01 shall provide that:

- a) the insurer must notify the Landlord in writing at least 30 days prior to any material change detrimental to the Landlord or the cancellation of any such policy;
- b) the policy shall not be invalidated in respect of the interests of the Landlord by reason of any breach or violation of any warranties, representations, declarations or conditions contained in such policy.

#### **Section 10.04 Landlord's Insurance**

The Landlord shall effect and maintain during the Term:

- a) liability insurance;
- b) "all risks" property insurance;
- c) boiler and machinery insurance; and
- d) such other insurance on the Land and Building and all property and interest of the Landlord in the Land and Building as determined by the Landlord, in each case, to the extent, with coverage and in amounts as determined by the Landlord from time to time.

The Tenant agrees that it shall not have any insurable interest in, or any right to recover any proceeds under any of the Landlord's insurance policies.

#### **Section 10.05 Insurance Risks**

The Tenant shall not do, omit to do, or permit to be done or omitted to be done upon the Leased Premises anything that may contravene or be prohibited by any of the Landlord's insurance policies in force from time to time covering or relevant to any part of the Land or which would prevent the Landlord from procuring such policies with companies acceptable to the Landlord.

### **Article XI. INDEMNIFICATION**

#### **Section 11.01 Indemnification of the Landlord**

Despite anything else in this Lease, from and after the Commencement Date, the Tenant will indemnify the Landlord and save it harmless from and against any and all loss (including loss of any rent payable by the Tenant under this Agreement or the Lease) and any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), charges, assessments, fines, and penalties of any kind (including consultant and expert expenses, court costs, and attorney fees actually incurred) ("Claims"), save and except due to the negligence or willful misconduct of the Landlord or those for whom the Landlord is in law responsible, arising from or to the extent contributed to by any breach, violation or non-observance by the Tenant of any of its obligations under this Lease and in connection with loss of life, injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by Tenant of the Leased Premises, or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant, its contractors, its employees or by anyone permitted to be on the Leased Premises by the Tenant. If the Landlord, without fault on its part, is made a party to any litigation commenced by or against the Tenant, then the Tenant will protect, indemnify and hold the Landlord harmless and will pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord in connection with that litigation.

#### **Section 11.02 Indemnification of the Tenant**

Despite anything else in this Lease, from and after the Commencement Date, the Landlord will indemnify the Tenant and save it harmless from and against any and all loss and Claims, save and except due to the negligence or willful misconduct of the Tenant or those for whom the Tenant is in law responsible, arising from or to the extent contributed to by any breach, violation or non-observance by the Landlord of any of its obligations under this Lease and in connection with loss of life, injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises, or any part thereof, or occasioned wholly or in part by any act or omission of the Landlord, its contractors, its employees or by anyone permitted to be on the Leased Premises by the Landlord. The Landlord will also indemnify the Tenant and save it harmless from and against any and all loss and Claims whatsoever due to, arising from or to the extent contributed to from and in respect of work or services or for liens or deficiencies in holdbacks required to be retained under the Construction Act (Ontario) and successor legislation thereto affecting the Lands with respect to work, maintenances, repairs, and/or services connected to the landlord's work and obligations. If the Tenant, without fault on its part, is made a party to any litigation commenced by or against the Landlord, then the Landlord will protect, indemnify and hold the Tenant harmless and will pay all costs, expenses and reasonable legal fees incurred or paid by the Tenant in connection with that litigation.

#### **Section 11.03 Liability Limits**

The Landlord shall not, in any event whatsoever, be liable or responsible in any way for:

- a) any damages to or loss of any property left in or on the Leased Premise or the Leased Premise including, without limitation, the garage, if any, or any surface parking area subsequent to the Tenant giving up possession of the Leased Premise whether or not said delivery of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other person; or

- b) any damage to or loss of property incurred by the Tenant as a result of an "Act of God," including but not limited to the following: severe storm; lightning; flood; infestation of vermin; and insects.

#### **Article XII. TENANT'S PROPERTY**

All personal property, furniture, fixtures and equipment whether owned by Tenant or leased by Tenant from a lessor/owner (the "Equipment Lessor") within or installed in the Leased Premise by Tenant regardless of the manner or mode of attachment, shall be and remain the property of Tenant or any such Equipment Lessor and may be removed by Tenant or any such Equipment Lessor at any time.

In no event (including a default under this Lease) shall Landlord have any liens, rights or claims to Tenant's and/or Equipment Lessor's personal property, furniture, fixtures and equipment, and Landlord agrees to execute and deliver to Tenant and Equipment Lessor, within ten (10) days after request therefor, any document required by Tenant or Equipment Lessor in order to evidence the foregoing.

#### **Article XIII. ALTERATIONS**

The Tenant may at its own expense from time to time, during the term hereof, make such alterations, replacements, improvements and changes, structural or otherwise including enlargements to the Leased Premise and the construction of new structures, utilities and other services (hereinafter called "Alterations"), in and to the Leased Premise which it may deem necessary or desirable, provided such Alterations shall not reduce the value of the Leased Premise and any such alterations are completed in a first-class manner.

Provided further, the Tenant shall not make any structural changes or additions without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. In making any Alterations, Tenant shall comply with all applicable laws, orders, and regulations of federal, provincial, district, and municipal authorities, with any direction given by a public officer pursuant to law.

Tenant shall obtain or cause to be obtained all building permits, licences, temporary and permanent certificates of occupancy and other governmental approvals which may be required in connection with the making of Alterations. Landlord shall cooperate with Tenant in the obtaining thereof and shall execute any documents required in furtherance of such purpose.

It is understood and agreed that the Tenant shall not be required to restore the Leased Premise to its original state upon the expiration or termination of the Lease however if the Tenant removes its Alterations it shall repairs any damage caused thereby.

#### **Article XIV. ACCESS TO LEASED PREMISE**

Tenant shall permit Landlord to enter upon the Leased Premise, at all reasonable times, as approved by Tenant, provided that Landlord shall not unreasonably interfere with the conduct of Tenant's business therein, as follows:

- a) to make repairs, changes, replacements and restorations to the Leased Premise which are required to be made by Landlord, and
- b) to inspect for suspected or actual pest and vermin infestations, and
- c) During the six (6) month period preceding the date of expiration of the term of this Lease to exhibit the Leased Premise to prospective tenants.

#### **Article XV. UNAVOIDABLE DELAYS ("Force Majeure")**

The Parties agree that if a Force Majeure Event occurs which prevents or delays a Party from punctually performing any obligation or satisfying any condition under this Lease, except for Rent and Additional Rent payments, the Party affected by such Force Majeure Event (the "Affected Party") must immediately give the other Party written notice of:

- (i) the Force Majeure Event including its nature and likely duration;
- (ii) a description of which obligations have been prevented or delayed; and
- (iii) the nature and extent of the effects of the Force Majeure Event on such obligations.

Provided the Force Majeure Event is not caused or contributed to by the Affected Party; provided the Affected Party uses reasonable commercial efforts to remove or lessen the effects of the Force Majeure Event, the obligations of the Affected Party shall be suspended, to the extent that they are affected by the Force Majeure Event, from the date the Affected Party gives the written notice until the cessation of the Force Majeure Event.

The Affected Party shall report to the other Party in writing (regularly) of its steps to remove or lessen the effect of that Force Majeure Event.

On the cessation of such Force Majeure Event, the Affected Party shall:

- a) immediately give notice to the other Party of the cessation of the Force Majeure Event; and
- b) resume performance of the obligations suspended due to the Force Majeure Event.

For this Lease, Force Majeure Event means events that are beyond the reasonable control of a Party, which prevent the Party from performing any of its obligations under this Lease, including but not limited to: change in law, war (whether declared or not), revolution, riots, insurrection, civil commotion, invasion, armed conflict, a hostile act of a foreign enemy, acts of terrorism, sabotage, explosions, fires, radiation contamination, chemical contamination, acts of God, plague or other serious epidemics, electricity supply interruptions and/or power failures.

## **Article XVI. LANDLORD'S DEFAULT**

### **Section 16.01 Event of Default**

If Landlord shall be in default in the observance or performance of any covenant or obligation herein to be observed or performed by it ("Landlord's Default"), the Tenant shall:

- a) Notify the Landlord in writing with the particulars of the Landlord's Default;
- b) Provide the Landlord with a reasonable opportunity to remedy the Landlord's Default;
- c) Notify the Landlord of the period of time within which the Landlord is required to remedy the breach (the "Landlord's Notice Period").

### **Section 16.02 Actions**

If the Landlord does not remedy the Landlord's Default within the Landlord's Notice Period and it becomes apparent to the Tenant that the Landlord cannot completely cure the Landlord's Default within the Notice Period or the Landlord is not proceeding to remedy the Event of Default in a way that is satisfactory to the Tenant; the Tenant may:

- a) Extend the Notice Period, or
- b) Terminate this Lease immediately by Notice; or
- c) Notify the Landlord that the Tenant intends to cure such default or without notice, if in Tenant's reasonable judgment an emergency shall exist, cure such default, and Landlord shall pay to Tenant, upon demand, the reasonable cost thereof. Tenant shall not, except in an emergency, commence to cure any default of such a nature that said a default could not reasonably be cured within such period of ten (10) days if Landlord promptly commences and thereafter proceeds with due diligence and in good faith to cure such default; or
- d) If the Landlord is unable to cure the Landlord's Default upon conclusion of the Notice Period, and said defaults limits Tenant's access to the Leased Premises, then the Landlord agrees to provide a rent abatement against future Rent payable in the amount based on the following calculation:  
 $\$24,000.00 \text{ year} / 365 \text{ days} = \$65.75 / \text{day} + 15\% \text{ admin fee} = \$75.61 \text{ per day}$  for each day from the date of notification of Landlord's Default until the date when the Landlord's Default is cured (the "Rent Abatement").

### **Section 16.03 Additional Expenses**

In the case where a suit shall be brought by the Tenant due to the Landlord's Default and such suit shall be successful the Landlord shall pay to the Tenant all expenses incurred, therefore, including a reasonable solicitor's fee.

### **Section 16.04 Remedies Cumulative**

The Tenant may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Landlord, either by any provision of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Tenant by statute or the general law.

## **Article XVII. TENANT'S DEFAULT**

### **Section 17.01 Remedying by Landlord**

In addition to all rights and remedies of the Landlord available to it by any provision of this Lease or by statute or the general law, in the event of any default hereunder by the Tenant, the Landlord shall have the right at all times to remedy or attempt to remedy any default of the Tenant, and in so doing may make any payments due or alleged to be due by the Tenant to third parties and may enter upon the Leased Premises



to do any work or other things therein on not less than five (5) business days notice to the Tenant or without notice in the event of an emergency; all expenses of the Landlord in remedying or attempting to remedy such default shall be payable by the Tenant to the Landlord as Additional Rent forthwith upon demand; the Landlord will not be responsible to the Tenant for loss or damage resulting from any such action by the Landlord under any circumstances.

#### **Section 17.02 Right to Re-Enter**

In the event of any failure of the Tenant to pay any Rent due hereunder or any part thereof within fifteen (15) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by the Tenant then the Landlord, besides any other rights or remedies may re-enter the Leased Premises upon reasonable notice and may remove all persons and property from the Leased Premises and any such property may be removed and stored in a public warehouse, at Tenant's expense.

#### **Section 17.03 Right to Relet**

Should the Landlord elect to re-enter, as herein provided under s.17.02 it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as the Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by the Landlord from such reletting shall be applied as follows:

- i. first, to the payment of any indebtedness other than Rent due hereunder from the Tenant to the Landlord;
- ii. second, to the payment of any costs and expenses of such reletting including brokerage fees and solicitor's fees and costs of such alterations and repairs;
- iii. third, to the payment of Rent due and unpaid hereunder; and
- iv. the residue, if any, shall be held by the Landlord and applied in payment of future Rent as the same may become due and payable hereunder.

Should such rentals received from such reletting during any month be less than that to be paid during that month by the Tenant hereunder, the Tenant shall pay any such deficiency to the Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by the Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to the Tenant. Notwithstanding any such reletting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

#### **Section 17.04 Payments**

In any of the events referred to in s. 17.02 and s. 17.03 hereof, the full amount of the current month's Rent and Additional Rent and the next three (3) months' Rent and Additional Rent shall immediately become due and payable.

#### **Section 17.05 Additional Expenses**

In the case where a suit shall be brought by the Landlord for recovery of possession of the Leased Premises, for the recovery of Rent, or any other amount due under the provisions of this Lease and such suit shall be successful the Tenant shall pay to the Landlord all expenses incurred, therefore, including a reasonable solicitor's fee.

#### **Section 17.06 Remedies Cumulative**

The Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or the general law.

#### **Section 17.07 Abandoned Rented Premise**

Without limiting the meaning of abandonment, the Landlord and Tenant agree that the Leased Premise may be deemed abandoned where the Leased Premise is substantially barren of the Tenant's personal property, and the Rent is unpaid after the date that it is due. The Landlord and the Tenant agree that if the Leased Premise is abandoned, the Landlord may re-enter the Leased Premise and, in addition to any additional rights the Landlord may have, the Landlord may relet the Leased Premise. In that event, such re-entry

may be made without notice to the Tenant and without liability for damage or prosecution.

In the event of abandonment of the Leased Premise, the Tenant acknowledges that the Landlord will incur costs to store and dispose of the Tenant's personal property and relet the Leased Premise. The Tenant shall be liable to the Landlord for the Landlord's costs of storage, advertising, administration, commission, cleaning, legal fees on a solicitor and client scale, damages to the Leased Premise and arrears of Rent.

#### **Article XVIII. END OF TERM**

Upon expiration or termination of this Lease, Tenant shall peaceably and quietly quit and surrender the Leased Premise in good order and condition, reasonable wear and tear and damage by fire, the elements, or any other risk or peril in respect of which insurance is to be carried by the terms of this Lease or other casualty or causes beyond Tenant's control, and repairs which are provided to be the responsibility of the Landlord by the terms of this Lease, excepted.

#### **Section 18.01 Keys**

The Tenant shall deliver to the Landlord all keys for the Leased Premise on termination of the tenancy.

#### **Section 18.02 Holding Over**

Except as otherwise set forth in this Lease, should Tenant hold over in possession after the expiration of the term of this Lease or any extension thereof without renewal, such holding over shall not be deemed to extend the term or renew this Lease, but the tenancy thereafter shall continue as a tenancy from month to month upon the terms and conditions herein contained and at the Rent in effect immediately preceding such expiration.

#### **Article XIX. DAMAGE OR DESTRUCTION**

If the Leased Premise is damaged or destroyed by fire or other casualty and rendered unfit for occupancy, the Rent hereby reserved shall be suspended until the Leased Premises has been rebuilt and/or repaired or restored up to the limits of the insurance maintained by the Landlord.

If the Leased Premises is incapable of being rebuilt and/or repaired or restored with reasonable diligence within one hundred and eighty (180) days of the happening of such destruction or damage, upon the sole opinion of the Landlord, then the Landlord may at its option terminate this Lease by notice to the Tenant wherein this Lease shall cease and the lease shall become null and void from the date of such destruction or damage.

If the Leased Premises shall be capable, with reasonable diligence, of being rebuilt and/or restored within one hundred and eighty (180) days of the happening of such destruction or damage, upon the sole opinion of the Landlord, then the Landlord shall rebuild and/or restore or repair the Leased Premises with all speed within the aforesaid one hundred and eighty (180) days but only to the extent of insurance proceeds received.

#### **Article XX. EXPROPRIATION**

In the event of expropriation of all or part of the Leased Premise, neither the Landlord nor the Tenant shall have a claim against the other for the shortening of the term, nor the reduction or alteration of the Leased Premise.

The Landlord and the Tenant shall each look only to the expropriating authority for compensation. The Landlord and the Tenant agree to cooperate so that each is able to obtain the maximum compensation from the expropriating authority as may be permitted in law in relation to their respective interests in the Leased Premise.

Nothing herein contained shall be deemed or construed to prevent the Landlord or Tenant from enforcing and prosecuting a claim for the value of their respective interests in any expropriation proceedings.

#### **Article XXI. LANDLORD'S PAYMENTS**

All obligations secured by a mortgage or other lien upon the Leased Premise shall be paid by the Landlord when due. In addition to any other rights, Tenant may perform, acquire or satisfy any lien, encumbrance, mortgage or agreement of Landlord which may threaten Tenant's enjoyment of the Leased Premise, and if

Tenant does so, it shall be subrogated to all rights of the obligee against Landlord, and/or the Leased Premise and shall be reimbursed by Landlord for resulting expenses and disbursements, together with interest at the Lease Interest Rate, and no merger shall be construed which would defeat such subrogation.

**Article XXII. INVALIDITY OF CERTAIN PROVISIONS**

If any provision of this Lease shall be invalid or unenforceable, the remainder of the provisions of this Lease shall not be affected thereby, and each and every provision of this Lease shall be enforceable to the fullest extent permitted by law.

**Article XXIII. CHOICE OF LAW**

This Lease and the rights and obligations of the Parties hereto shall be interpreted and construed in accordance with the laws of the Province of Ontario (Canada).

**Article XXIV. ESTOPPEL CERTIFICATES**

Upon the request of either Party, at any time or from time to time, Landlord and Tenant agree to execute, acknowledge and deliver to the other, within thirty (30) days after such request, a written instrument, duly executed and acknowledged:

- a) Certifying that this Lease has not been modified and is in full force and effect or, if there has been a modification of this Lease, that this Lease is in full force and effect as modified, stating such modifications,
- b) Specifying the dates to which the Rent and Additional Rent have been paid,
- c) Stating whether or not, to the knowledge of the Party executing such instrument, the other Party hereto is in default and, if such Party is in default, stating the nature of such default.

**Article XXV. NOTICES**

Any notices, consents, approvals, submissions or demands given under this Lease or pursuant to any law or governmental regulation, by Landlord to Tenant or by Tenant to Landlord shall be in writing. Unless otherwise required by law, or governmental regulation, any such notice, consent, approval, submission or demand shall be deemed given if sent by mail or email addressed as specified in s. 1.03, or such other address or facsimile as the Landlord or Tenant, as the case may be, designates to the other.

If any such notice or other communication is sent (in the case of email/facsimile) or delivered (in the case of mail) on or before 3:45 p.m., it shall be deemed to have been received on such day if such day is a Business Day, failing which such notice or other communication shall be deemed to have been received on the next Business Day.

If Tenant shall be in doubt as to Landlord's address, Tenant may send any communication to Landlord at the address to which Rent was last sent.

**Article XXVI. NO WAIVER**

The failure of either Party to seek redress for violation of, or to insist upon the strict performance of, any term, covenant or condition contained in this Lease shall not prevent a similar subsequent act from constituting a default under this Lease.

**Article XXVII. ENTIRE AGREEMENT**

This Lease contains the entire agreement between the Parties and cannot be changed, modified or amended unless such change, modification or amendment is in writing and executed by the Party against which the enforcement of the change, modification or amendment is sought.

**Article XXVIII. CONSTRUCTION LIENS**

Neither Tenant nor Landlord shall permit any construction lien against the Leased Premise in connection with any labour, materials or services furnished or claimed to have been furnished.

If any such lien shall be filed against the Leased Premise, the Party charged with causing the lien will cause the same to be discharged by payment into court or otherwise within fifteen (15) days of notice from the other Party or within such shorter time as may be necessary if the funding or financing is delayed pending such discharge, failing which the said other Party may cause said lien to be discharged at the cost of the Party charged with causing the lien.

**Article XXIX. CAPTIONS**

The captions preceding the articles of this Lease are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.

**Article XXX. SUCCESSORS AND ASSIGNS**

The covenants and agreements contained in this Lease shall bind and enure to the benefit of the Landlord and its successors and assigns and Tenant and its successors and assigns.

No successor to Landlord's interest in the Leased Premise shall be entitled to receive rent payments until fifteen (15) days after Tenant's receipt of a proper notice of such change together with a copy of the executed document or documents evidencing such change from the grantor, assignor or party entitled to receive the Rent immediately preceding such change. Until such receipt, Tenant shall continue to pay the Rent and other amounts due hereunder to the Party to which, and in the manner in which, the last preceding instalment of Rent was paid.

**Article XXXI. TIME OF ESSENCE**

The Parties agree that time will be of the essence in all respects.

**IN WITNESS WHEREOF** this Lease has been duly executed in quadruplicate under seal as of the day and year first above written.

**FOR THE LANDLORD**

**THE TOWNSHIP OF SOUTH ALGONQUIN**

\_\_\_\_\_  
Name: Bryan Martin  
Title: CAO/Clerk-Treasurer

*I have authority to bind the Corporation*

**FOR THE TENANT**

**DISTRICT OF NIPISSING SOCIAL SERVICES ADMINISTRATION BOARD**

\_\_\_\_\_  
Name: Catherine Matheson  
Title: Chief Administration Officer

\_\_\_\_\_  
Name: Mark King  
Title: Board Chair

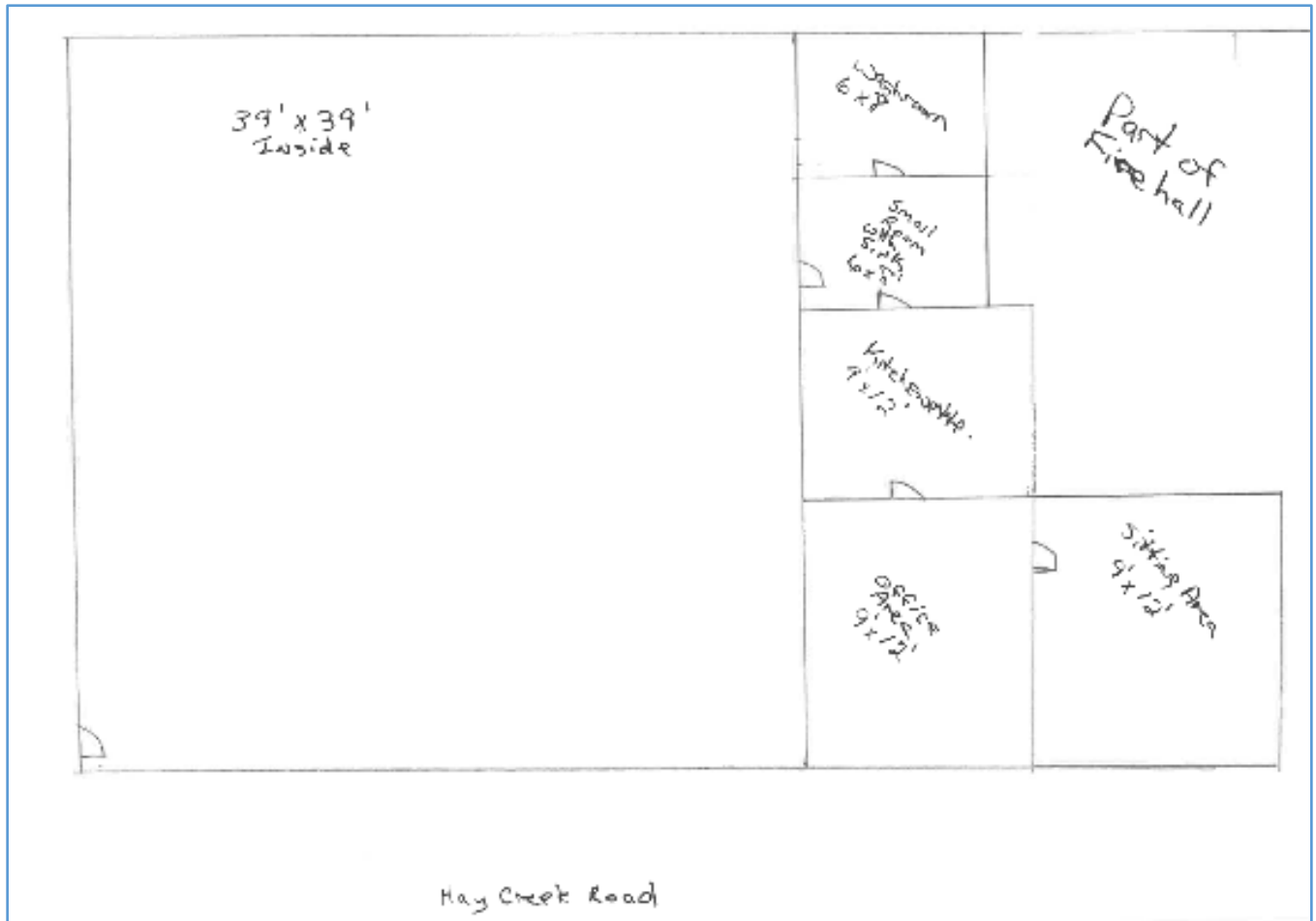
*We have the authority to bind the Corporation*

**APPENDIX A – LEGAL DESCRIPTION**

**ADDRESS:** 31 Hay Creek Road

**PROPERTY DESCRIPTION:** CON 5 PT LOT 7 PT PCL 16680; NIP

APPENDIX B: PLAN OF LEASED PREMISES



**CORPORATION OF THE TOWNSHIP  
OF SOUTH ALGONQUIN  
BY-LAW NO: 2022-716**

**Being a by-law to authorize the Mayor and CAO/Clerk-Treasurer  
to sign the Lease Agreement between the  
Township of South Algonquin  
and  
District of Nipissing Social Services Administration Board**

**WHEREAS the Township of South Algonquin, deems expedient to enter into an agreement with, District of Nipissing Social Services Administration Board for the purposes of providing facilities for land ambulance.**

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

1. **THAT** the Mayor and CAO is hereby authorized to execute the Agreement in the form attached to this By-Law and affix the Corporate Seal on behalf of the municipality.
2. **THAT** this By-Law will come into force and take effect on the date of the final passing thereof.

**READ A FIRST AND SECOND TIME THIS 7TH DAY OF SEPTEMBER, 2022.**

\_\_\_\_\_  
**Mayor – Jane A. E. Dumas**

\_\_\_\_\_  
**CAO/Clerk Treasurer-Bryan Martin**

**READ A THIRD TIME AND PASSED THIS 7TH DAY OF SEPTEMBER, 2022.**

\_\_\_\_\_  
**Mayor – Jane A. E. Dumas**

\_\_\_\_\_  
**CAO/Clerk Treasurer-Bryan Martin**