

CORPORATION OF THE TOWNSHIP
OF SOUTH ALGONQUIN

By-Law No. 2012 – 421

**Being a By-Law to Authorize the Signing of 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 District of Nipissing Social Services Administration Board and the Corporation of the Township of South Algonquin for the rental of Human Resource Centre for the sum of \$904.00 per month”.

READ A FIRST AND SECOND TIME this 15th, day of March 2012.

Jane Dumas, Mayor

Harold Luckasavitch, Clerk-Treasurer

READ A THIRD TIME AND PASSED AND ENACTED this 15th, day of March 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 (herein called the "term"). This lease may be terminated by either party upon three (3) months' notice in writing to the other party.

Rental Payment

ARTICLE 2.02

The Tenant shall pay to the Landlord, its successors and assigns, without any deduction, setoff, or abatement whatsoever, monthly and every month during the term, Nine Hundred and Four Dollars (\$904.00) each in advance on the first day of each month during the term of the Lease, the first payment to be made on the 1st day of January, 2012.

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 snowplowing. The Tenant shall pay for telephone costs.

Surrender of **ARTICLE 8**

Premises

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 **ARTICLE 9**

**With Statutes
and
Regulations**

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 10

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 ARTICLE 13

Lien 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 alt renovations, maintenance and repairs required to provide habitable office space.

Time ARTICLE 18

Time shall be of the essence of this Lease.

Applicable Law 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.**