

**CORPORATION OF THE TOWNSHIP  
OF SOUTH ALGONQUIN**

**By-Law No. 2013 – 439**

**Being a By-Law Authorizing the Township of South Algonquin to  
Enter into a Lease Agreement with G.D. Jewell Engineering Inc. for  
Office Space at the Lester Smith 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 enter into a rental agreement with G.D. Jewell Engineering, for Office Space at the Lester Smith Recreation Building in Whitney,

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

**“ To authorize the Mayor and Clerk 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 the G.D. Jewell Engineering Inc. for the rental of Office Space at the Lester Smith Recreation Building in Whitney”.**

**READ A FIRST AND SECOND TIME this 21<sup>st</sup>, day of March 2013.**

\_\_\_\_\_  
**Jane Dumas, Mayor**

\_\_\_\_\_  
**Harold Luckasavitch, Clerk-Treasurer**

**READ A THIRD TIME PASSED AND ENACTED this 21<sup>st</sup>, day of March 2013.**

\_\_\_\_\_  
**Jane Dumas, Mayor**

\_\_\_\_\_  
**Harold Luckasavitch, Clerk-Treasurer**

THIS LEASE made as of the 22<sup>nd</sup> day of March 2013 .

**BETWEEN:**

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

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

OF THE FIRST PART

**AND:**

**G.D. JEWELL ENGINEERING INC.  
c/o John Foster**

(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 Part Lot 7, in Concessions 5 in the geographical Township of Airy, now in the Township of South Algonquin LEASES to the Tenant, office space consisting of 402 square feet, located in the Lester Smith Recreation Centre in Whitney (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 (12) twelve months, commencing on the 22<sup>nd</sup>, day of March 2013 and ending on the 22<sup>nd</sup>, day of January 2014 (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, Seven Hundred and Seventy Five Dollars (\$775.00), each in advance on the first day of each month during the term of the Lease. The first and last month rent to paid by April 1<sup>st</sup>, 2013.

**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 **G.D. Jewell Inc.** being the Tenant.

<b>Assignment</b>	<b>ARTICLE 4</b> The Tenant shall not assign this Lease in whole or in part, nor sublet all or any part of the leased premises.
<b>Tenant Not To Construct Without Landlords Consent</b>	<b>ARTICLE 5</b> 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.
<b>Utilities</b>	<b>ARTICLE 6</b> The Tenant shall pay for cost of the telephone service, internet service if required, including the connection cost and disconnect charge. The Tenant shall also pay the heat and electricity monthly cost.
<b>Surrender of Premises</b>	<b>ARTICLE 7</b> 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.
<b>Landlord may Perform Covenants</b>	<b>ARTICLE 8</b> 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.
<b>Right to Re-Enter</b>	<b>ARTICLE 9</b> 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.
<b>Right to Entry</b>	<b>ARTICLE 10</b> 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 ARTICLE 11**

**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 12**

**Damage** 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 ONE MILLION (\$1,000,000.00) 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**

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

**Successors And Assigns ARTICLE 16**

**And Assigns** 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, Ontario  
K0J 2M0

**Attention: Administrator / Clerk-Treasurer**

(b) **The Tenant:**  
G.D. Jewell Engineering Inc.  
1-71 Millennium Pkwy.  
Belleville, Ontario  
K8N 4Z5

**Attention: John Foster, C.E.T. / Owner/Manager**

**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: \_\_\_\_\_

\_\_\_\_\_  
Clerk-Treasurer - Harold Luckasavitch

**G.D. Jewell Engineering Inc.**

Date: \_\_\_\_\_

\_\_\_\_\_  
John Foster C.E.T.  
Owner/Manager

Date \_\_\_\_\_

\_\_\_\_\_  
Witness

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