

# **THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**

**BY-LAW NO. 08-758**

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**Being a by-law to authorize the Mayor and Chief Administrative Officer/Clerk to execute an agreement with District of Nipissing social Service Administration Board (DNSSAB) for lease of 1,000 square feet of ground floor premises at the Welcome Centre, Temagami, for the period of January 1,2008 to December 31, 2010.**

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**AND WHEREAS** under Section 8. (1) (a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues.

**WHEREAS** under Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

**NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:**

1. That the Mayor and the Chief Administrative Officer are hereby authorized and directed to execute the agreement attached hereto as Schedule "A" to this bylaw.
2. This bylaw shall come into force and take effect upon final passing thereof.

BE TAKEN AS READ A FIRST time on this 10<sup>th</sup> day of January, 2008.

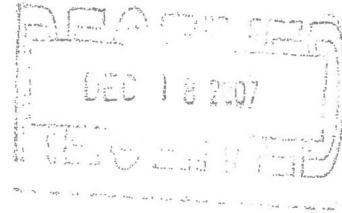
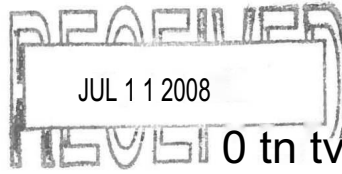
READ A SECOND AND THIRD time and finally passed this 10<sup>th</sup> day of January, 2008.



^AYOR



CAO/Clerk



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THIS INDENTURE made as of the 1<sup>st</sup> day of January, 2008.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF TEMAGAMI**

(Hereinafter called the "Lessor")

**OF THE FIRST PART**

- and -

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

(Hereinafter called the "Lessee")

**OF THE SECOND PART**

**PREMISES:**

**WITNESSETH** that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said Lessee, to be paid, observed and performed, the said Lessor has demised and leased and by these presents doth demise and lease unto the said Lessee;

**ALL THOSE CERTAIN PREMISES** excluding any part of the external walls known and described as: the Ground Floor of premises located at the Welcome Centre, Temagami, containing approximately 1,000 square feet, and more particularly described as follows:

Legal Description Here: *Strathy Plan M66 Pt Lot 416 to 419 RP36R 7058 Parts 2 to 5, 8 and 10, Pt Parts 1 and 6 Pt Rem Pels 26876 and 14137 N.P.*

The Lease shall include three (3) parking spaces to meet the requirements of the Lessee.

**TERM:**

**TO HAVE AND TO HOLD** the said demised premises for and during the term of three (3) years to be computed from the 1<sup>st</sup> day of January, 2008 and thenceforth ensuing and to be fully completed and ended on the 31<sup>st</sup> day of December, 2010, or such other date as when the Lessee is able to occupy the space.

This Agreement may be terminated by either party upon ninety (90) days written notice, with cause.

**RENTAL:**

**YIELDING AND PAYING THEREFOR** yearly and every year during the said term hereby granted, unto the said Lessor, the following amounts:

1. January 1, 2008 to December 31, 2008, the sum of \$6,120.00 + G.S.T. per annum, payable in equal monthly installments of \$510.00 + G.S.T. each in advance on the 1<sup>st</sup> day of each and every month during the said term, the first payment to be made on the 1<sup>st</sup> day of January, 2008 and the following amounts thereafter.
2. January 1, 2009 to December 31, 2009, the sum of \$6,242.40 + G.S.T. per annum payable in

equal monthly installments of \$520.20 + G.S.T. each in advance on the 1<sup>st</sup> day of each and every month during the said term, the first, payment to be made on the 1<sup>st</sup> day of January, 2009 and the following amounts thereafter.

3. January 1, 2010 to December 31, 2010, the sum of \$6,367.25 + G.S.T. per annum payable in equal monthly installments of \$530.60 + G.S.T. each in advance in the 1<sup>st</sup> day of each and every month during the said term, the first payment to be made on the 1<sup>st</sup> day of January, 2010 and the following amounts thereafter.

**AND** that the Lessee shall, in addition, pay yearly and every year during the said term hereby granted, unto the said Lessor, the total sum of \$1,200.00 + G.S.T. per annum as payment for janitorial services, payable at par at Temagami in equal monthly installments of \$100.00 each in advance on the 1<sup>st</sup> day of each and every month during the said term, the first payment to be made in the 1<sup>st</sup> day of January, 2008

The said Lessee covenants with the said Lessor to pay rent.

**REPAIRS:**

**AND** to repair (reasonable wear and tear, and damage by fire, lightning and tempest only excepted);

**AND** that the said Lessor may enter and view state of repair;

**AND** that the said Lessee will repair according to notice in writing (reasonable wear and tear and damage by fire, lightning and tempest excepted);

**AND** that they will leave the premises in good repair (reasonable wear and tear and damage by fire, lightning and tempest only excepted).

**ASSIGNMENT:**

**AND** will not assign or sublet the whole or any part of the demised premises without leave, as noted in Schedule "A";

**AND** the said Lessee covenants with the said Lessor, its successors and assigns.

**TYPE OF BUSINESS:**

**THAT** the said demised premises will not, during the said term, be at any time used for any other purpose than that of public service or equivalent use.

**FIXTURES:**

**AND THAT** no fixtures, goods or chattels of any kind will, except in the ordinary course of business, be removed from the demised premises during the term hereby demised or at any time thereafter without the written consent of the Lessor, its successors or assigns, being first had and obtained, until all rent in arrears as well as all rent to become due during the remainder of the term hereby granted shall have been fully paid, or the payment thereof secured to the satisfaction of the Lessor or its assigns.

**PARTITIONS, ALTERATIONS:**

**THAT** if the Lessee shall during the construction of the building desire to affix or erect partitions, counters or fixtures in any part of the walls, floors or ceilings of the demised premises, the Lessor shall do so at its own expense at any time and from time to time provided that the Lessee's rights to

make such alterations to the demised premises shall be subject to the following conditions:

- (1) THAT before undertaking any further alterations, the Lessee shall submit to the Lessor a plan showing the proposed alterations and shall obtain the approval and consent of the Lessor to the same.
- (2) THAT all such alterations shall conform to all building by-laws, if any, then in force affecting the demised premises.
- (3) THAT such alterations will not be of such kind or extent as to in any manner weaken the structure of the building after the alterations are completed or reduce the value of the building.
- (4) THAT any such alterations are reasonably required for the performance of the Lessee's functions.

THAT, except as herein provided the Lessee will not erect or affix or remove or change the location or style of any permanent partitions or fixtures, without the written consent of the Lessor being first had and obtained.

#### **BANKRUPTCY OR INSOLVENCY:**

THAT, if the term hereby granted or the goods and chattels of the Lessee or any assignee or sub-tenant shall be at any time seized or taken in execution or attachment, or if the Lessee or any such assignee or sub-tenant shall make an assignment for the benefit of creditors or shall become bankrupt or insolvent, or make a proposal to its creditors, or without the consent of the Lessor being first obtained in writing, shall make a sale, under the *Bulk Sales Act*, in respect of goods on the premises, or being a company shall become subject to any legislative enactment relating to liquidation or winding up, either voluntary or compulsory, the said term shall immediately become forfeited and void, and an amount equivalent to the next ensuing three months' rent shall be at once due and payable.

#### **RULES AND REGULATIONS:**

THAT the Lessee and its clerks, servants and agents will at all times during the occupancy of the demised premises observe and conform to such reasonable rules and regulations as shall be made by the Lessor from time to time including the rules and regulations set forth hereto and of which the Lessee shall be notified, such rules and regulations being deemed to be incorporated in and form part of these presents.

#### **PROTECTIVE INSTALLATIONS:**

THE LESSEE agrees to pay the cost of any installations, additions, or alterations to the said premises that the Lessor may be required to make by any Municipal, Provincial or other governing authority, or requested by any private protective system used by the Lessee, for the security and protection of the Lessee and its employees and its or their effects including but not so as to limit the foregoing installations, additions and alterations for fire and theft protection and all such installations, additions, or alterations shall forthwith become the property of the Lessor.

#### **DISTRESS:**

AND the Lessee further covenants, promises and agrees with the Lessor that notwithstanding any present or future Act of the Legislature of the Province of Ontario, none of the goods or chattels of the Lessee at any time during the continuance of the term hereby created on the said demised

premises shall be exempt from levy by distress for rent in arrears by the Lessee as provided for by the said Section of said Act, and that upon any claim being made for such exemption by the Lessee or on distress being made by the Lessor, this covenant and agreement may be pleaded as an estoppel against the Lessee in any action brought to test the right to the levying upon any such goods as are named exempted in the said Section, the Lessee waiving as he hereby does all and every benefit that could or might have accrued to him under and by virtue of the said section of the said act but for the above covenant.

**THE** Lessor covenants with the Lessee for quiet enjoyment.

**THE LESSOR** further covenants with the Lessee as follows:

**TAXES AND RATES:**

**TO** pay all taxes and rates, municipal, parliamentary or otherwise, including water rates for the normal supply of cold water to the said premises, assessed against the demised premises of the Lessor or Lessee on account thereof saving and excepting any taxes upon personal property or income of the Lessee, license fees, or other taxes imposed upon the income of the Lessee.

**HEATING:**

To heat the said premises between the 30<sup>th</sup> day of September and the 1<sup>st</sup> day of June next ensuing in each year in such manner as to keep the said premises at a reasonable temperature for the reasonable use thereof by the Lessee during reasonable business hours except during the making or repairs, and in case the boiler, engines, pipes, or other apparatus or any of them used in effecting the heating of the said demised premises shall at any time become incapable of heating said premises, as aforesaid, or be damaged or destroyed, to repair said damage or replace the said boilers, engines, pipes or apparatus or any of them or (at the option of the Lessor) substitute other heating apparatus therefor within a reasonable time, provided, however, that the Lessor shall not be liable for indirect or consequential damages for personal discomfort or illness arising from any default of the Lessor.

**ACCESS:**

**TO** give the Lessee, his agents, clerks, servants and all persons transacting business with the Lessee, in common with other persons, the right to enter the demised premises, including wheelchair access by means of ground level southeast corner entrance at all reasonable times, subject to rules and regulations in regard to the said building as may be passed from time to time.

**PROVISO** for re-entry by the said Lessor on non-payment of rent or non-performance of covenants.

**WATER AND GAS DAMAGE:**

**AND IT IS FURTHER DECLARED AND AGREED THAT** the Lessor shall not be liable for any damage to any property at any time upon the demised premises arising from gas, steam, water, rain or snow, which may leak into, issue or flow from any part of the said building, or from the gas, water, steam or draining pipes or plumbing works of the same or from any other place or quarter or for any damage caused by or attributable to the condition or arrangement of any electric or other wires in the said building;

The Lessee shall be liable for any damage done by reason of water being left running from the taps in the demised premises or from gas permitted to escape therein.

**RISKS OF INJURY:**

AND the Lessor shall not be responsible for an}' personal injury which shall be sustained by the Lessee or any employee, customer, or other person who may be upon the demised premises or in the said building or the entrances or appurtenances thereto. All risks c: any such injury being assumed by the Lessee, who shall hold the Lessor harmless and indemnified therefrom.

**NOTICE OF ACCIDENT:**

**THE** Lessee shall give the Lessor prompt written notice of any accident or other defect in the sprinkler system, water pipes, gas pipes or heating apparatus, telephone, electric or other wires on any part of the premises.

**INSURANCE:**

**THE** Lessee covenants with the said Lessor that his said business to be so carried on in the said building will not be of such a nature as to increase the insurance risk on the said premises or cause the Lessor to pay an increased rate of insurance premiums on the said premises by reason thereof and it is distinctly understood that in case said business so carried on by the Lessee is or becomes of such a nature to increase the insurance risk or causes the Lessor and/or other occupants of the said building to pay an increased rate of insurance premiums, that the Lessee will from time to time pay to the Lessor the increased amount of insurance premiums which the said Lessor and other occupants of the said building have to pay in consequence thereof, provided that the Lessee covenants that he will not carry on or permit to be carried on any business in the said building which may make void or voidable any insurance held by the Lessor or the other occupants of the said building.

**BUSINESS NOT TO BE A NUISANCE:**

**PROVIDED** that the Lessee will not do or permit anything to be done on the said premises or permit or keep anything therein which may be annoying to the Lessor or other occupants of the said building or which the said Lessor may deem to be a nuisance and that no machinery shall be used therein which shall cause any undue vibration in or to the said premises and that in case of the Lessor or any other occupants of the said building reasonably complaining that any machinery or operation or process is a nuisance to it or them or which causes any undue vibration or noise in the said premises, that upon receiving notice thereof, the said Lessee will immediately abate such nuisance. The said Lessee covenants not to obstruct or interfere with the rights of the Lessor or other occupants of the said building or in any way injure or annoy them or conflict with any of the rule and regulations of the Board of Health or with any Statute or municipal by-law.

**SIGN:**

**AND IT IS HEREBY FURTHER AGREED** by and between the said Lessor and the said Lessee that no sign, advertisement or notice shall be inscribed, painted or affixed by the said Lessee on any part of the outside or inside of the building whatever, unless of such manner, color, size and style and in such places upon or in said building as shall be first designated by the Lessor, and, furthermore, the Lessee, on ceasing to be Lessee of the demised premises, will, before removing his goods and fixtures from the said premises, cause any sign as aforesaid to be removed or obliterated at his own expense and in a workmanlike manner to the satisfaction of the Lessor.

**WATER:**

THE Lessor agrees to pay for normal water, electricity, gas and any other utility consumed on the said premises.

**FIRE:**

PROVIDED that if during the term herein or any renewal thereof the premises shall be destroyed or damaged by fire or the elements then the following provisions shall apply:

- (a) If the demised premises shall be so badly injured as to be unfit for occupancy, and as to be incapable of being repaired with reasonable diligence within one hundred and twenty (120) days of the happening of such injury, then the term hereby granted shall cease and be at an end to all intents and purposes from the date of such damage or destruction, and the Lessee shall immediately surrender the same, and yield up possession of the demised premises to the Lessor, and the rent from the time of such surrender shall be apportioned;
- (b) If the demised premises shall be capable, with reasonable diligence, of being repaired and rendered fit for occupancy within one hundred and twenty (120) days from the happening of such injury as aforesaid, but if the damage is such as to render the demised premises wholly unfit for occupancy, then the rent hereby reserved shall not run or accrue after such injury, or while the process of repair is going on, and the Lessor shall repair the same with all reasonable speed, and the rent shall recommence immediately after such repairs shall be completed.
- (c) If the demised premises shall be repaired within one hundred and twenty (120) days as aforesaid, and if the damage is such that the said premises are capable of being partially used, then until such damage shall have been repaired, the rent shall abate in the proportion that the part of the demised premises rendered unfit for occupancy bears to the whole of the demised premises.

**NO ABATEMENT OF RENT:**

**THERE** shall be no abatement from or reduction of the rent due hereunder, nor shall the Lessee be entitled to damages, losses, costs or disbursements from the Lessor during the term hereby created on, caused by or on account of fire, (except as above), water, sprinkler systems, partial or temporary failure or stoppage of heat, light, elevator, live steam or plumbing service in or to the said premises or building, whether due to acts of God, strikes, accidents, the making of alterations, repairs, renewals, improvements, structural changes to the said premises or buildings or the equipment or systems supplying the said services, or from any cause whatsoever; provided that the said failure or stoppage be remedied within a reasonable time.

**RIGHT TO SHOW PREMISES - NOTICES:**

**THAT** the Lessee will permit the Lessor to exhibit the demised premises during the last three months of the term to any prospective tenant and will permit all persons having written authority therefor to view the said premises at all reasonable hours.

**THAT** any notice which either of the parties is required or permitted to give pursuant to any provision of this lease may, if intended for the Lessee, be given by a writing left at the demised premises or mailed by registered mail addressed to the Lessee at the demised premises, and if intended for the Lessor by a writing left at the premises of the Lessor at the Welcome Centre, or mailed by registered mail addressed to the Lessor at the Lessor's said premises, and such notice shall be deemed to have been given at the time it was delivered or mailed, as the case may be.

OVER HOLDING:

PROVIDED further and it is hereby agreed that should the Lessee hold over after the expiration of this lease and the Lessors thereafter accept rent for the said premises, the Lessee shall hold the said premises as a monthly tenant only of the Lessors but subject in all other respects to the terms and conditions of this lease.

The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

Unless the context otherwise required, the word "Lessor" and the word "Lessee" wherever used herein shall be construed to include and shall mean the executors, administrators, successors and/or assigns of the said Lessor and Lessee, respectively, and when there are two or more Lessees bound by the same covenants herein contained, their obligations shall be joint and several.

Schedule "A" attached hereto are additional provisions forming part of the Lease.

The District of Nipissing Social Service Administration Board, as original Lessee, hereby covenants, agrees and guarantees payment and performance of the Lease pursuant to its terms and conditions regardless of any assignments and/or subletting of this lease to one or more parties during its term. The Lessee covenants and agrees to pay Goods and Services Tax (G.S.T.) as applicable by Statute and Law in addition to the monthly lease payments.

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

THE CORPORATION OF THE  
TOWNSHIP OF TEMAGAMI

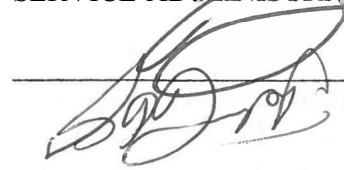


MAYOR



CHIEF ADMINISTRATIVE OFFICER

THE DISTRICT OF NIPISSING SOCIAL  
SERVICE ADMINISTRATION BOARD



CAO - WILLIAM WHITE

CHAK-George Jupp



## **SCHEDULE "A"**

### **ADDITIONAL PROVISIONS FORMING PART OF THE LEASE**

1. All utilities including heating, air conditioning and water rates shall be provided at the expense of the Lessor.
2. The Lessee shall have unlimited access to five (5) parking spaces appurtenant to the said premises and the Lessor shall be responsible for the snow removal in the said parking lot and entrances to the building.
3. The Lessor and the Lessee mutually agree that the Lessee shall have the right to sublet a portion of its leased premises to other sub-tenants provided that the Lessor has approved the sub-tenants, and such approval shall not be unreasonably withheld.
4. All janitorial services will be provided by the Lessor, including garbage, cleaning, lightbulb replacement, and washroom supplies.
5. The parties acknowledge the intention of the Lessee to sublet space to an Employment Resource Centre, in partnership with Human Resources Development Canada, the Volunteer Centre and Yes! Employment Service.
6. The Lessor shall provide HVAC according to specifications approved by the Lessee, or to the ongoing satisfaction of the Lessee.
7. The Lessor shall provide an automatic fire alarm and building security system to the satisfaction of the Lessee.
8. The Lessor shall provide the following:
  - (i) an adequate dedicated power supply of the suitable voltages with transformation and conforming to Hydro supply authority requirements;
  - (ii) capacity to accommodate the immediate connected load and provide 20% space capacity for future additional load;
  - (iii) transformers must be sized to suit non-linear loads from the wide use of PC's and LAN's computer equipment in the modern office environment;
  - (iv) lighting and power panels to be circuit breaker type and readily accessible (if not located within the leased premises, they must not be located within another tenant's space);
  - (v) panels to have doors and locks and must be kept locked at all times;
  - (vi) typewritten directory cards showing which load each breaker supplies shall be mounted inside the cabinet door;
  - (vii) an empty conduit system for voice and data communication systems directly from the main building communications room or the building communication riser room on the same tenant floor to be communications room in the leased space to suit the Lessee's needs;

- (viii) where exposed plenum cable system, is to be installed for voice and data communications systems in the ceiling space, the Lessor shall ensure that these cables are properly supported from the structural ceiling slab and not laid on top of ceiling ties.