

**COUNTY OF RENFREW**

**BY-LAW NUMBER 15-08**

**A BY-LAW TO ENTER INTO A LEASE WITH  
CHILD CARE AT 450 O'BRIEN ROAD, RENFREW, ONTARIO**

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WHEREAS the Municipal Act, 2001, Sections 8, 9 and 10, authorizes Council to enter into agreements for the purpose of leasing;

WHEREAS the County of Renfrew deems it desirable to enter into a lease agreement with the County of Renfrew Community Services Department for the lease of office space for Child Care located at 450 O'Brien Road, Renfrew, Ontario;

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. The lease agreement marked as Schedule "A" attached to and made part of this by-law shall constitute an agreement between the Corporation of the County of Renfrew, Lessee and County of Renfrew Community Services Department, Lessor.
2. That the Warden and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this by-law.
3. That this by-law shall come into force and take effect upon the final passing thereof.

READ a first time this 30<sup>th</sup> day of January, 2008.

READ a second time this 30<sup>th</sup> day of January, 2008.

READ a third time and finally passed this 30<sup>th</sup> day of January, 2008.

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JANICE VISNESKIE, WARDEN

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NORM LEMKE, CLERK

Schedule "A"

**THIS LEASE** made in sextuplicate as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

IN PURSUANCE OF THE SHORT FORMS (modified) OF LEASES ACT

**B E T W E E N:**

**THE CORPORATION OF THE COUNTY OF RENFREW**

(herein called the "Landlord")

- and -

**THE CORPORATION OF THE COUNTY OF RENFREW  
CHILD CARE COMMUNITY SERVICES DEPARTMENT**

(herein called the "Tenant")

**DEFINITIONS**

In this Lease and in the schedules to this Lease, the following words or phrases have the following meanings:

**"Building"** means the building and structures located at 450 O'Brien Road in Renfrew, Ontario, as shown on Schedule "A", erected on the Lands, from and including the lowest floor or level of the Building to and including the roof of the Building, the Common Areas and Facilities, the Parking Areas and the areas and facilities exclusively serving the Building, which areas and facilities may include, without limitation, lobbies, foyers and vestibules, sidewalks, storage and mechanical areas, Mechanical and Electrical Services, janitor rooms, mail rooms, telephone rooms, rooms for the Mechanical and Electrical Services, stairways, escalators, elevators, truck and receiving areas, driveways, loading docks and corridors.

**"Business Day"** means any day which is normally considered a regular day of business for the County Of Renfrew.

**"Commencement Date"** means the date set out in Article 2 of this Lease for the beginning of the Term.

**"Common Areas and Facilities"** means those areas, facilities, utilities, improvements, equipment and installations in the Building, as outlined on Schedule "A", and which serve or are for the benefit of the Building and are located within the Building or on the Lands, including all areas, facilities, utilities, improvements, equipment and installations which are provided by the Landlord for the use or benefit of all the tenants, their employees, customers and other invitees in common with others entitled to the use and benefit thereof in the manner and for the purposes permitted by this Lease.

**"Contemplated Use"** means the use set out in Section 1.2 of this Lease.

**"Landlord"** means the Landlord and its duly authorized representatives.

**"Lease"** means this agreement and all the terms, covenants and conditions set out herein.

**"Maintenance (Maintain)"** includes, but is not limited to, ongoing repair and upkeep of all mechanical, electrical, drainage, lighting, ventilation, air-conditioning, heating, pumping, alarm, plumbing and other mechanical and electrical systems installed in or used in the operation of the Building and the Lands. This shall entail preventive maintenance and reactive maintenance as required to validate warranties, regulatory requirements and applicable laws, rules and regulations.

**"Mechanical and Electrical Services"** include, but are not limited to, all mechanical, electrical, drainage, lighting, ventilation, air-conditioning, elevating, heating, pumping, sprinkling, alarm, plumbing and other mechanical and electrical systems installed in or used in the operation of the Building and the Lands.

**"Normal Business Hours"** means those hours and days considered by the County Of Renfrew to be its normal business hours.

**"Occupant"** means Child Care Community Service Department of the County Of Renfrew.

**"Parking Areas"** means the improvements constructed from time to time, in or as part of the Building and the Lands for use as parking facilities for the tenants of the Building and their employees, servants and invitees, and the areas and facilities that are appurtenant solely to those improvements, said parking shall be shared with other Tenants of the Building in proportion to the square footage occupied by other Tenants of the Building or as otherwise determined by the Landlord. The Landlord shall designate the minimum number of the parking spaces comprising the Parking Areas prescribed by the relevant Authority for the sole and exclusive use of the disabled and the Landlord shall have the right to grant "exclusive use" or "reserved parking" to a tenant or tenants occupying the Building.

**"Premises"** means the premises containing a rentable area, which, as of the Commencement Date, shall be 120 square feet of administrative office area on the first floor of the Building plus a proportionate share of secure common area. The location of the Premises is outlined in red on the plan attached hereto as Schedule "A".

	<u>Sq. Ft.</u>	<u>\$/Sq. Ft.</u>	<u>TOTAL</u>
Office Space	120	\$16.00	\$1,920.00
Secure Common Share 30 of 1865	30	\$16.00	480.00
Building Common Share	120	\$2.47	<u>296.40</u>
<b>FIRST YEAR LEASE RATE</b>			<b>\$2,696.40</b>

**"Rent"** means the rent payable by the Tenant to the Landlord during the Term in accordance with Article 3 of this Lease.

**"Term"** means the term of this Lease set out in Article 2 of this Lease.

**"Utilities"** means all gas, electricity, water, sewer, power, signal equipment and other utilities used in or for the Building or the Premises, as the case may be.

## **ARTICLE 1 – PREMISES**

### **1.1 Lease of Premises**

In consideration of the rents reserved and the covenants and agreements herein contained to be paid, observed and performed by the Tenant, the Landlord hereby leases to the Tenant the Premises for the Term, together with the non-exclusive right to use the Common Areas and Facilities and Parking Areas together with all others entitled thereto.

### **1.2 Use of Premises**

To use the Premises for the County of Renfrew Child Care Community Service Department and all other uses ancillary thereto only, in accordance with all laws, regulations, by-laws, policies or procedures of any authority having jurisdiction.

### **1.3 Facilitate Cleaning**

The Tenant covenants to leave the Premises in a reasonably tidy state at the end of each Business Day to facilitate the Landlord's daily janitorial services.

## **ARTICLE 2 – TERM**

### **2.1 Term**

TO HAVE AND TO HOLD the Premises for and during the Term of five (5) years, commencing on September 1, 2007 (the "Commencement Date") and ending on August 31, 2012, unless previously terminated.

## **ARTICLE 3 – RENT**

### **3.1 Rent**

The Tenant covenants to pay the Landlord during the Term and without set off, Rent as follows:

- (a) For the period commencing on September 1, 2007 and ending on August 31, 2012, the sum of Two Thousand Six Hundred and Ninety Six Dollars and Forty Cents (\$2,696.40) per annum, payable in equal monthly installments of Two Hundred and Twenty Four Dollars and Seventy Cents (\$224.70) in advance on the first day of each and every month;

- (b) In addition, the Tenant acknowledges and agrees that the sum payable on account of the Rent in the immediately preceding paragraph shall be increased annually by three percent (3%) to cover the on-going increases in yearly operating costs. The first increase shall be effective on September 1, 2008 and yearly thereafter with the increase being applied to the sum payable on account of the Rent for the previous annual period of the Term. The monthly installments of Rent shall be adjusted accordingly.

## **ARTICLE 4 – LANDLORD’S COVENANTS**

### **4.1 Quiet Enjoyment**

The Landlord covenants with the Tenant for quiet enjoyment.

### **4.2. Services and Facilities**

The Landlord shall provide and operate the following services and facilities for the Premises as expressed below, at the Landlord's expense, and Maintain at the Landlord's expense, such services and facilities in good repair (and, if necessary, replace same) during the Term:

#### **(a) Utility Systems**

All utility systems and facilities including water, fuel and electricity, and satisfy all charges for Utilities used or consumed by the Tenant within the Premises.

#### **(b) Electrical Systems/Lenses, Bulbs and Related Equipment**

An electrical system which is reasonable and satisfactory for the Tenant's purposes including fixtures and outlets together with the initial installation and ongoing replacement of bulbs, fluorescent tubes and ballasts during the Term, and all maintenance and parts thereof.

#### **(c) Thermal Conditions and Air Quality**

A heating, ventilation, exhaust and air-conditioning system, which is reasonable and satisfactory for the Tenant's purposes.

#### **(d) Water System**

A water system capable of supplying hot and cold water to the Premises and the washrooms serving the Premises.

#### **(e) Washrooms**

Fully equipped washroom facilities for male and female employees of the Tenant in accordance with the requirements established by the Occupational Health and Safety Act, R.S.O. 1990, c.0.1, as amended, and the regulations made thereunder, or any successor legislation, a handicapped accessible male and female washroom installed in accordance with the requirements of the Ontario Building Code and any other applicable requirements of any relevant Authority, and the provision of all washroom equipment and supplies reasonably necessary, in the opinion of the Tenant, for the use and operation of

such washroom facilities, including, without limitation, a sink, vanity, toilet bowl, paper towel dispenser, garbage pail, soap dish and toilet paper dispenser.

(f) **Exterior, Common Areas**

Maintenance of the exterior of the Building, the landscaped grounds of the Lands, the Parking Areas and walkways of the Building and the Common Areas and Facilities of the Building in good repair and first-class condition and the prompt removal of snow and ice.

(g) **Life Safety**

Establishment of a workable emergency evacuation program (in consultation with the Tenant).

(h) **Glass Replacement**

Prompt replacement in case of breakage, of all plate glass and other glazing materials of the Building, including without limitation, that which demises the Premises, with material of the same kind and quality as that which may be damaged or broken, save where such damage or breakage has been occasioned by the Tenant, its servants or agents; provided however that the Tenant shall be responsible for and shall reimburse the Landlord for the cost of replacing or repairing the plate glass and/or glazing material should the damage or breakage result from the negligence of the Tenant or those for whom the Tenant is responsible for at law be responsible.

(i) **Building Security**

The provision of Building security in accordance with the Landlord's standard practice, as would a reasonably prudent landlord of a similar building.

(j) **Housekeeping Services**

Housekeeping service for the Premises as would a reasonably prudent owner of a similar building, including the provision of waste removal services and all cleaning materials and washroom supplies.

### **4.3 Repairs**

Landlord shall maintain the Premises, including the Leasehold Improvements, the Building and the Structure in good repair and tenantable condition during the Term and make good any defect or want of repair and/or replacement promptly upon notice thereof with a minimum of disruption to the Tenant's business; provided however that the Tenant shall be responsible for and shall reimburse the Landlord for the cost of maintaining and/or repairing the Premises including the Leasehold Improvements therein and the Building, Structure and Common Areas and Facilities should the damage result from the negligence of the Tenant or those for whom the Tenant is responsible for at law be responsible.

## **ARTICLE 5 – RE-ENTRY**

### **5.1 Re-Entry**

Proviso for re-entry by the Landlord on non payment of Rent or non-performance of Tenant's covenants.

## **ARTICLE 6 – FIRE AND DAMAGE**

### **6.1 Fire and Damage**

Provided that in the event of fire, lightning or tempest, the Rent shall cease until the Premises are rebuilt.

## **ARTICLE 7 – ASSIGNMENT**

### **7.1 Assignment**

The Tenant will not assign this lease or sublet the Premises with leave from the Landlord.

## **ARTICLE 8 –TENANT'S COVENANTS**

### **8.1 Tenant's Covenants**

The Tenant covenants and agrees as follows:

- (a) That the Landlord may enter and view the state of repair and that the Tenant will repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest excepted; and
- (b) The Tenant will leave the Premises in good repair, reasonable wear and tear and damage by fire, lighting and tempest excepted.

### **8.2 Leasehold Improvements**

The Tenant covenants and agrees as follows:

- 1) If the Tenant, during the term of the lease or any renewal of it, desires to make any substantial alteration or additions to the premises, the Tenant may do so at its own expense, at any time and from time to time, if the following conditions are met:
  - a) before undertaking any substantial alterations or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold its approval;
  - i) any items included in the plan which are regarded by the Tenant as trade fixtures shall be designated as such on the plan;

- b) any and all substantial alteration or additions to the premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the premises are located.
- 2) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, be it municipal, provincial or otherwise, may require to be made in or to the premises;
- 3) All alterations and additions to the premises made by or on behalf of the Tenant, other than the Tenant's trade fixtures, shall immediately become the property of the Landlord without compensation to the Tenant;
- 4) If the Tenant has complied with its obligations according to the provisions of this lease, the Tenant may remove its trade fixtures at the end of the term or other termination of this lease;
- 5) Other than was provided herein in the agreement, the Tenant shall not, during the term of this lease or any time thereafter, remove from the premises any trade fixtures or other goods and chattels of the Tenant except in the following circumstances:
  - a) the removal is in the ordinary course of business;
  - b) the trade fixtures have become unnecessary for the Tenant's business or is being replaced by a new or similar trade fixture;

but in any case the Tenant shall make good any damage caused to the premises by the installation or removal of any trade fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the premises by the Tenant.

- 6) Without limiting the generality of the foregoing, the Tenant may elect to remove special equipment fixtures and furniture deemed essential to the operation of the Tenant at the Tenant's expense, upon termination of the Lease.

## **ARTICLE 9 –OPTION TO RENEW**

### **9.1 Option to Renew**

- (a) If, during the Term, the Tenant has not been in default of the performance of its material covenants and obligations under this Lease beyond the cure period provided in this Lease and is not then so in default, the Tenant has the right to renew this Lease for a further period of five (5) years (the "First Renewal Term"). If the Tenant exercises its renewal right for the First Renewal Term and, during the First Renewal Term, has not been in default of the performance of its material covenants and obligations under this Lease beyond the cure period provided in this Lease and is not then so in default, the Tenant has the right to renew this Lease for another period of five (5) years (the "Second Renewal Term"). Each Renewal Term is on the same terms and conditions as set out in this Lease except that:

