

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 65-2016

Being a by-law to authorize the Mayor and Clerk to enter into a lease agreement with Birthplace NHA/NHL Museum for a portion of the property known municipally as 249 Raglan Street South.

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

WHEREAS the Council of the Corporation of the Town of Renfrew deems it desirable to enter into a lease agreement with Birthplace NHA/NHL Museum for the lease of office space at 249 Raglan Street South, Renfrew, Ontario.

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


- 1) THAT the Lease Agreement marked Schedule "A" attached hereto and made part of this by-law shall constitute an agreement between the Corporation of the Town of Renfrew (the Landlord) and Birthplace NHA/NHL Museum (the Tenant).
- 2) THAT the Mayor 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 immediately upon the passage thereof.

Read a first and second time this 27th day of September, 2016.

Read a third and final time this 27th day of September, 2016.



Don Eady, Mayor



Kim R. Bulmer, Clerk

SCHEDULE "A" TO BY-LAW 65-2016

LEASE AGREEMENT
(Commercial)

THIS AGREEMENT made in duplicate this 27th day of SEPTEMBER 2016.

BETWEEN:

THE CORPORATION OF THE TOWN OF RENFREW
(the "Landlord")

and

BIRTHPLACE NHA/NHL MUSEUM
(the "Tenant")

In consideration of the rents, covenants and obligations stipulated herein, the Landlord and the Tenant have agreed to enter into a Lease of a portion of the property known municipally as the **Renfrew Post Office, 249 Raglan Street South** (the "Premises").

The Landlord has agreed to lease to the Tenant part of the Premises as outlined in red on Appendix "A" attached hereto, upon the terms and conditions contained herein.

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 Parking Areas (as defined in Clause No. 7) together with all others entitled thereto.

2. TERM

The Landlord shall lease the Premises to the Tenant for a term of One (1) year (the "Term") commencing on January 1st, 2017 and terminating on December 31st, 2017.

3. RENT

The Tenant hereby covenants to pay the Landlord as rent an amount of one (1) dollar per annum.

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, operate and maintain 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 system which is reasonable and satisfactory for the Tenant's purposes. The air conditioning system is not functional in this space and windows will be made to open.

d) **Water System**

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

e) **Washrooms**

Fully equipped washroom facilities 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 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 of 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 Common Areas only 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 Upgrades/Repairs

It is understood that the Tenant shall be responsible for the cost of all upgrades/repairs within the leasable area unless negotiated otherwise with the Landlord outside the terms of this agreement. Prior to commencement of any such upgrades/repairs, the Tenant shall first provide the Landlord with a clear written indication of the planned work schedule and obtain any necessary approvals.

The Landlord shall maintain the building in good repair 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 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.

4.4 Alterations and Additions

- a) Due to the age of the Premises, the absence of hazardous materials cannot be guaranteed. Caution will require that it is assumed that hazardous materials are present. Tenants and workers cannot be exposed to hazardous levels of designated substances, therefore no alterations of the Premises are permitted without the involvement of the Landlord.
- b) Designated substances could include, but are not limited to, lead paint, mercury (may be present in thermostats and fluorescent light tubes), silica (may be present in plaster and masonry products), PCB (may be present in pre-1980 fluorescent light ballasts), mould, asbestos (may be present in wiring, pipe and duct insulation), etc.
- c) With Landlord approval obtained in advance, the Tenant may make alterations to the Premises, at his own expense and all alterations must comply with all applicable building code standards and by-laws of the municipality.
- d) The Landlord shall provide the Tenant with copies of all environmental information, reports, analysis, etc. related to hazardous substances in respect to the Premises once finalized and in its possession.

5. 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, lightning and tempest excepted.

6. ASSIGNMENT

The Tenant will not assign this lease or sublet the Premises.

7. PARKING

The Landlord shall at all times during the Term of the Lease provide, free of any charges whatsoever, one (1) parking space with safe and convenient access between such parking space and the Premises, and with a clear vehicular access to and from such parking space. The parking space shall be located at 249 Raglan St. S., Renfrew, and shall be solely allocated to the Tenant's employees, servants and agents on a continuous 24-hour basis throughout the Term.

8. RIGHT TO RENEW

There shall be no right to renew. Any renewal term will require the implicit approval of the Landlord.

9. NOTICE/TERMINATION

This lease agreement may be terminated by either the Landlord or the Tenant provided that ninety (90) days written notice is given to the other party.

Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given

To the Landlord at:

127 Raglan Street South
Renfrew, Ontario
K7V 1P8

To the Tenant at:

249 Raglan Street South
Renfrew, Ontario
K7V 1R3

IN WITNESS WHEREOF the parties hereto have execute this Lease effective as of the date first above written.

SIGNED, SEALED & DELIVERED

**THE CORPORATION OF THE
TOWN OF RENFREW ("Landlord")**

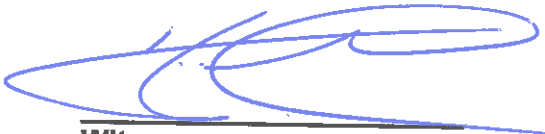
Per: 
Mayor

Per: 
Clerk

**BIRTHPLACE NHA/NHL MUSEUM
("Tenant")**

Per: 

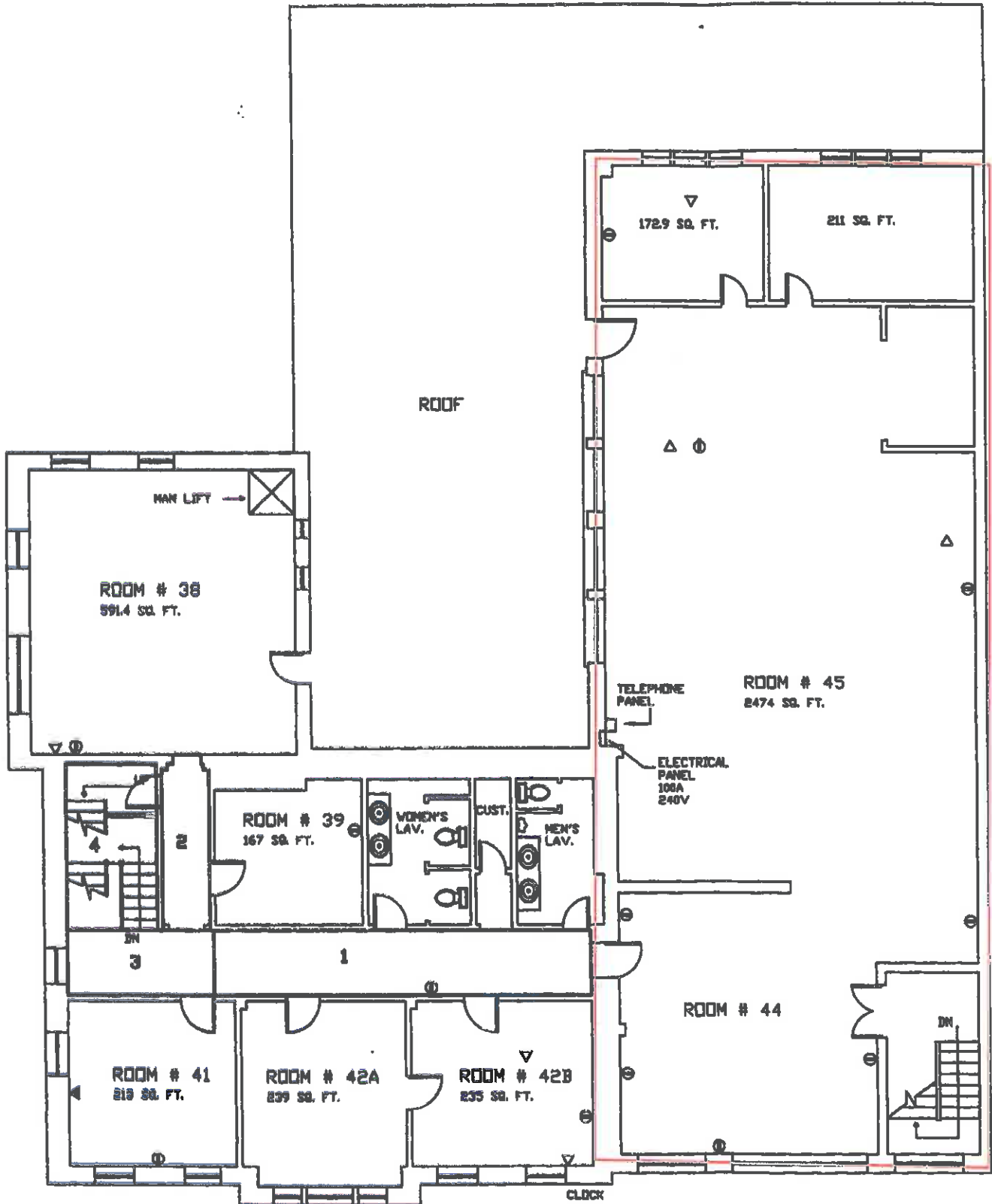
Per: _____


Witness

Witness

TOWN OF RENFREW

APPENDIX "A" - Birthplace NHA/NHL Museum



SECOND FLOOR PLAN

SCALE: $\frac{1}{8}'' = 1'-0''$