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By-law
2016-098

This Indenture made in triplicate this 13th day of December, 2017.

In Pursuance of the Short Forms of Leases Act

Between:

The Corporation of the Township of Selwyn

Hereinafter called the “**Lessor**”

And

Community Care Peterborough

Hereinafter called the “**Lessee**”

And

Selwyn Public Library Board

Hereinafter called the “**Lessee**”

Whereas the Lessor and Lessee operated under a Memorandum of Understanding during a trial period of one year from May 15th, 2010 to May 15th, 2011 and an extension period to December 31st, 2011 under the same terms and conditions; and

Whereas the Lessor and the Lessee deemed it advisable to enter into a lease agreement for the benefit of the Lessee and the community at large, for the operation the Causeway Treasure Trove thrift store, to whom the activities and information of the Lessee are available; and

Whereas the Lessor and the Lessee entered into a lease agreement for a five year period from January 1, 2012 to December 31, 2016 and all parties have agreed to renew the lease agreement for a further five year period.

Now Therefore the Parties Hereto Agree as Follows:

1. Space Subject to Lease

1. In consideration of the rent, covenants, and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor doth demise and lease unto the said Lessee space located at 826 Ward Street, Bridgenorth in the Township of Selwyn, consisting of exclusive use of the centre section of the building on the main level. The Lessee will also have the use of the main level entrance/exit on the east side (front) of the building in conjunction with other tenants at 826 Ward St. hereinafter referred to as the “premises”.
2. The parking lot will be available for use, in common with the other tenants of the building, by the Lessee’s staff, customers and volunteers.
3. The pedestal sign at the corner of Ward St. and Wilcox St. is available for use in common with other tenants at 826 Ward St.

2. Term and Termination Provisions

1. The term of this agreement shall be for a five-year period commencing January 1, 2017.
2. The Lessee and Lessor agree that notwithstanding item 2.1 that this agreement will be automatically extended year after year unless either party provides written notice to the other, of their desire not to extend the said term one year in advance of the end of the original term or of any subsequent automatic extension terms.

3. In the event that the Lessee resolves to dissolve and/or discontinue operations in this location, it will give three months written notice to the Lessor that operations shall cease and the Lease shall be at an end three months from the date of the said written notice.
4. In the event that the Lessor resolves to dispose of or make alternate use of the demised premises, the Lessor shall give three months written notice to the Lessee and the lease shall be at an end three months from the date of the said written notice.

3. Payment

1. The lease amount shall be \$1060.00 per annum in 2017 and shall increase at a rate of 3% annually thereafter. See attached Schedule "A" that is a table of payment amounts.
2. All lease payments are subject to HST. See Schedule "A" for calculations.
3. The lease amount shall be payable in two equal payments due on May 15th and October 15th in each year of the lease.

4. Lessee's Rights and Responsibilities

1. The lessee covenants and agrees as follows:
 - a) To maintain the premises in a state of cleanliness.
 - b) To repair any damage caused to the building through the wilful and negligent conduct of representatives of the Lessee or that of persons who are permitted on the premises by the Lessee.
 - c) To leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
 - d) To repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
 - e) To pay all operation costs and without limiting the generality of the foregoing, to include, maintenance and operating costs, all perils replacement cost insurance, and public liability insurance.
 - f) To pay its proportionate share of water and septic systems maintenance calculated based on the percentage of building occupancy.
 - g) To pay its proportionate share of heat and hydro costs as calculated based on the percentage of building occupancy.
 - h) To provide for its own building, fixtures, and appliances maintenance.
 - i) To carry out any work and/or renovations required by the Lessee to the demised premises, including the placement of signage, in a good and workmanlike manner, at the sole and only expense of the Lessee, subject to receipt of prior approval of said renovations being received in writing from the Lessor.
 - j) To maintain open and timely communication with the Lessor and its staff and/or other tenants, agents and members of the public with respect to the use of areas in common with others.

- k) To pay rent;
- l) To provide and keep in force for the benefit of the Lessor and Lessee naming both as insured parties, general liability insurance in an amount of not less than Two Million (\$2,000,000.00) Dollars in respect of injury to or death of any persons or property damage. All insurance shall be effected with insurers upon terms and conditions satisfactory to the Lessor. The Lessee shall promptly furnish to the Lessor copies of insurance policies or other evidence satisfactory to the Lessor of such insurance and any renewals of it. If the Lessee fails to insure as required in this paragraph, or fails to promptly furnish to the Lessor satisfactory evidence of insurance, the Lessor may effect the insurance for the benefit of the Lessee and Lessor for a period not exceeding one (1) year and a premium paid by the Lessor shall be recoverable from the Lessee on demand as additional rent.
- m) To allow the Lessor to enter upon the said premises at any time to inspect same.
- n) To utilize the premises solely for the purpose of a thrift shop.
- o) Not to carry on or permit to be carried on any business or activity which may constitute a nuisance, cause damage to the premises, cause injury or annoyance to the occupants of the neighbouring premises or make void or voidable any insurance on the premises or to do any act which may constitute a breach of any bylaw, statute, order or regulation of any municipal, provincial or other competent authority relating to the premises.
- p) Not to assign or sublet the demised premises without the consent of the Lessor save and except as provided for herein.
- q) To promptly report all structural building maintenance issues to the Township, to the attention of the Facilities Maintenance / Special Projects Coordinator.
- r) Notwithstanding the Lessor's responsibilities under Section 5.1(d), the Lessee shall monitor the walkways and entrances/exits, and clear snow and apply salt as required, in order to prevent slip/fall hazards and thereby limit the potential liability on the part of both the Lessee and the Lessor.
- s) To pay any applicable taxes and/or licenses.

5. Lessor's Rights and Responsibilities

1. The lessor covenants and agrees as follows:
 - a) To provide the Lessee with quiet enjoyment.
 - b) To provide its own insurance coverage for the structure located on the premises;
 - c) To provide as required ongoing preventative maintenance of the structure and property other than that as set out in Section 4 herein.
 - d) To provide winter maintenance of the parking lot, at the same level of service as provided for by the Lessor at its facilities.
 - e) To supply additional sand and/or salt for the walkways and exits with respect to Section 4.1 (r).
2. The lessor covenants and agrees to the following additional responsibilities:
 - a) To accept reconciled proceeds from the Lessee's operation on a monthly basis, and recording and banking of same.
 - b) To provide a distribution of proceeds to the Lessees on a monthly basis.

- c) To prepare and provide to the Lessees an annual Statement of Operations for the Treasure Trove thrift shop venture in a form and content to be agreed upon between the parties, with openness and transparency as the key elements of the statement format.
- d) To make initial payments to suppliers for hydro, heat, water, septic and building maintenance expenses for the premises. To then calculate the proportionate share of these expenses due from the Lessees and bill for same.

6. Indemnification of the Lessor

The Lessee hereby covenants and agrees to indemnify the Lessor against all manner of claims, made by any person, firm, or corporation, as well as damages, loss, costs and charges suffered by the Lessor or its property, either directly or indirectly, in respect of any matter or thing arising from the Lessee's occupancy or use of the premises or of any operation in connection therewith, including the conduct of, work by, or through any act of negligence of the Lessee or any assignee, sub-tenant, agent, contractor, servant, employee or licensee of the Lessee. The Lessee's covenants for indemnity contained in this lease shall extend to all damage and claims for damages by reason of erection or installation of structures now or hereafter to be erected or installed on or in the premises or in connection with them by the Lessee, its servants or agents, whether they have been approved by the Lessor as agents or servants or not.

7. Notice Provisions

Any notice given or required to be given may be given by mail addressed to the other party at its principal place of business and shall be effective as of the date of deposit thereof in the Post Office.

The addresses of the parties for notice are as follows:

Lessor

The Corporation of the Township of Selwyn
P.O. Box 270
Bridgenorth, ON
K0L 1H0
Attention: Clerk

Lessee

Community Care Peterborough
185 Hunter Street East
Peterborough, ON
K9H 0H1
Attention: Executive Director

Lessee

Selwyn Public Library Board
PO Box 270
Bridgenorth, Ontario
K0L 1H0
Attention: Library Board CEO

8. Dispute Resolution

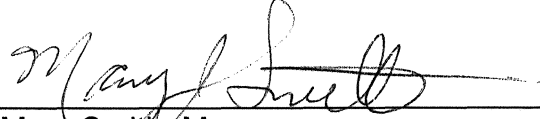
In the event of any dispute pertaining to any item in this Lease, the same shall be referred to a single arbitrator for a final and binding decision pursuant to the provisions of the Arbitrations Act (Ontario). All costs of arbitration shall be shared equally.

9. General Provisions

- a) In the event of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt, if in the opinion of the Lessor a rebuild is in its sole and best interest. The Lessor shall not be responsible for the providing of alternate accommodations until the premises are rebuilt.
- b) In the event the premises become vacant and so remain for a period of thirty days, it shall be presumed that the Lessee has abandoned the premises and the Lessor may re-enter and take immediate possession of the premises.
- c) If the Lessee has complied with its obligations under this agreement the Lessee may remove its fixtures at the end of the term or other termination of this agreement provided it will make good and repair or replace as necessary the damage caused to the premises by the removal of the Lessee's fixtures. The Lessee acknowledges and agrees that any walls constructed within the premises shall not be removed upon termination of the lease.
- d) It is hereby agreed between the parties hereto that if, upon the determination of the Lease by effluxion of time, the Lessor permits the Lessee to remain in possession of the premises and accepts the terms and conditions of this lease in respect thereto, a tenancy from year to year shall not be created by implication of law, but the Lessee shall be deemed to be a monthly tenant only.
- e) It is hereby agreed between the parties that this shall be deemed a Commercial lease and further that for re-entry by the Lessor on non-payment or non-performance of the covenants provided that such re-entry shall at all times be in accordance with the Commercial Tenancies Act.
- f) It is hereby agreed that if the term hereby granted shall be at any time seized or taken in execution or attachment, by any creditor of the Lessee, or if the Lessee shall make an assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current rent, together with the rent for three months thereafter shall immediately become due and payable, all subject to the provisions of the Commercial Tenancies Act, as amended.
- g) It is hereby declared and agreed that the expressions "Lessor", and "Lessee", wherever used in this indenture, shall, when the context allows, include, be binding on and enure to the benefit of not only the parties hereto, but also their respective executors, administrators, assigns, and successors.
- h) It is hereby declared and agreed between the parties hereto that wherever the singular and masculine are used throughout this lease they shall be construed as if the plural or feminine had been used, where the context or the part or parties hereto so require, and the rest of the sentence shall be construed as of the grammatical and terminological changes thereby rendered had been made.

In Witness Whereof the parties have set their hands and seals.

The Corporation of the
Township of Selwyn



Mary Smith, Mayor

Corporate Seal



Angela Chittick, Clerk

Community Care Peterborough

Name:

Witness

Name:

Selwyn Public Library Board

Name:

Witness

Name:

Schedule "A"

Attached to and forming part of the lease agreement between
The Township of Selwyn as Lessor and
Community Care Peterborough and
Selwyn Public Library Board as Lessees

Year	Term	Annual Rent	HST	Total
1	January 1, 2017 to December 31, 2017	\$1,060.00	\$137.80	\$1,197.80
2	January 1, 2018 to December 31, 2018	\$1,091.80	\$141.93	\$1,233.73
3	January 1, 2019 to December 31, 2019	\$1,124.55	\$146.19	\$1,270.75
4	January 1, 2020 to December 31, 2020	\$1,158.29	\$150.58	\$1,308.87
5	January 1, 2021 to December 31, 2021	\$1,193.04	\$155.10	\$1,348.13