

**CORPORATION OF THE TOWN OF RENFREW**  
**BY-LAW NO. 6-2016**

Being a by-law to authorize the Mayor and Clerk to enter into a lease agreement with Tubman Marketing Inc. 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 a lease agreement, executed by By-Law 28-2011, with Tubman Marketing Inc. expired on December 31, 2015; and

WHEREAS the Council of the Corporation of the Town of Renfrew deems it desirable to renew an agreement with Tubman Marketing Inc. 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 Tubman Marketing Inc. (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 26<sup>th</sup> day of January, 2016.

Read a third and final time this 26<sup>th</sup> day of January, 2016.

  
\_\_\_\_\_  
Don Eady, Mayor

  
\_\_\_\_\_  
Kim R. Bulmer, Clerk

**LEASE AGREEMENT**  
**(Commercial)**

THIS AGREEMENT made in duplicate this 26<sup>th</sup> day of January 2016.

**BETWEEN:**

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

and

**TUBMAN MARKETING INC.**  
(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, being for all purposes of this Lease 474 square feet upon the terms and conditions herein contained.

**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 Three (3) years (the "Term") commencing on January 1<sup>st</sup>, 2016 and terminating on December 31<sup>st</sup>, 2018.

**3. RENT**

The Tenant hereby covenants to pay the Landlord as rent an amount as follows:

For the period commencing January 1<sup>st</sup>, 2016 and ending on December 31<sup>st</sup>, 2016, the sum of Six Thousand Three Hundred and Ninety-Nine Dollars (\$6,399.00) per annum, payable in equal monthly installments of Five Hundred and Thirty-Three Dollars and Twenty-Five Cents (\$533.25) in advance on the first day of each and every month. This amount is exclusive of all applicable taxes.

For the period commencing January 1<sup>st</sup>, 2017 and ending on December 31<sup>st</sup>, 2017, the sum payable in 2016 adjusted by a percentage amount equivalent to the change in the Consumer Price Index as reported by Statistics Canada for the previous twelve (12) month period.

For the period commencing January 1<sup>st</sup>, 2018 and ending on December 31<sup>st</sup>, 2018, the sum payable in 2017 adjusted by a percentage amount equivalent to the change in the Consumer Price Index as reported by Statistics Canada for the previous twelve (12) month period.

**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 uses 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 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. This shall include, but not be limited to, the Landlord's conveyance to each Tenant it's expectations relating to building lock-up responsibilities.

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 Repairs**

The 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.

#### **5. TENANTS 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, water and tempest excepted; and
- b) The Tenant will leave the Premises in good repair, reasonable wear and tear and damage by fire, lightning, water and tempest excepted.

#### **6. ASSIGNMENT**

The Tenant will not assign this lease or sublet the Premises without leave from the Landlord.

#### **7. PARKING**

The Landlord shall at all times during the Term of the Lease provide, free of any charges whatsoever, three (3) parking spaces with safe and convenient access between such parking spaces and the Premises, and with a clear vehicular access to and from such parking spaces. The parking spaces 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**

This Lease shall automatically renew for a further term of one (1) year, subject to the following terms and conditions:

- a) Either party may prevent automatic renewal by giving written notice to the other party at least ninety (90) days prior to expiration of the term of this Lease; and
- b) for the period commencing January 1<sup>st</sup>, 2019 and ending on December 31<sup>st</sup>, 2019, the rent shall be adjusted by a percentage amount equivalent to the change in the Consumer Price Index as reported by Statistics Canada for the previous twelve (12) month period.
- c) all of the terms and conditions of this Lease shall apply during the renewal term.

#### **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

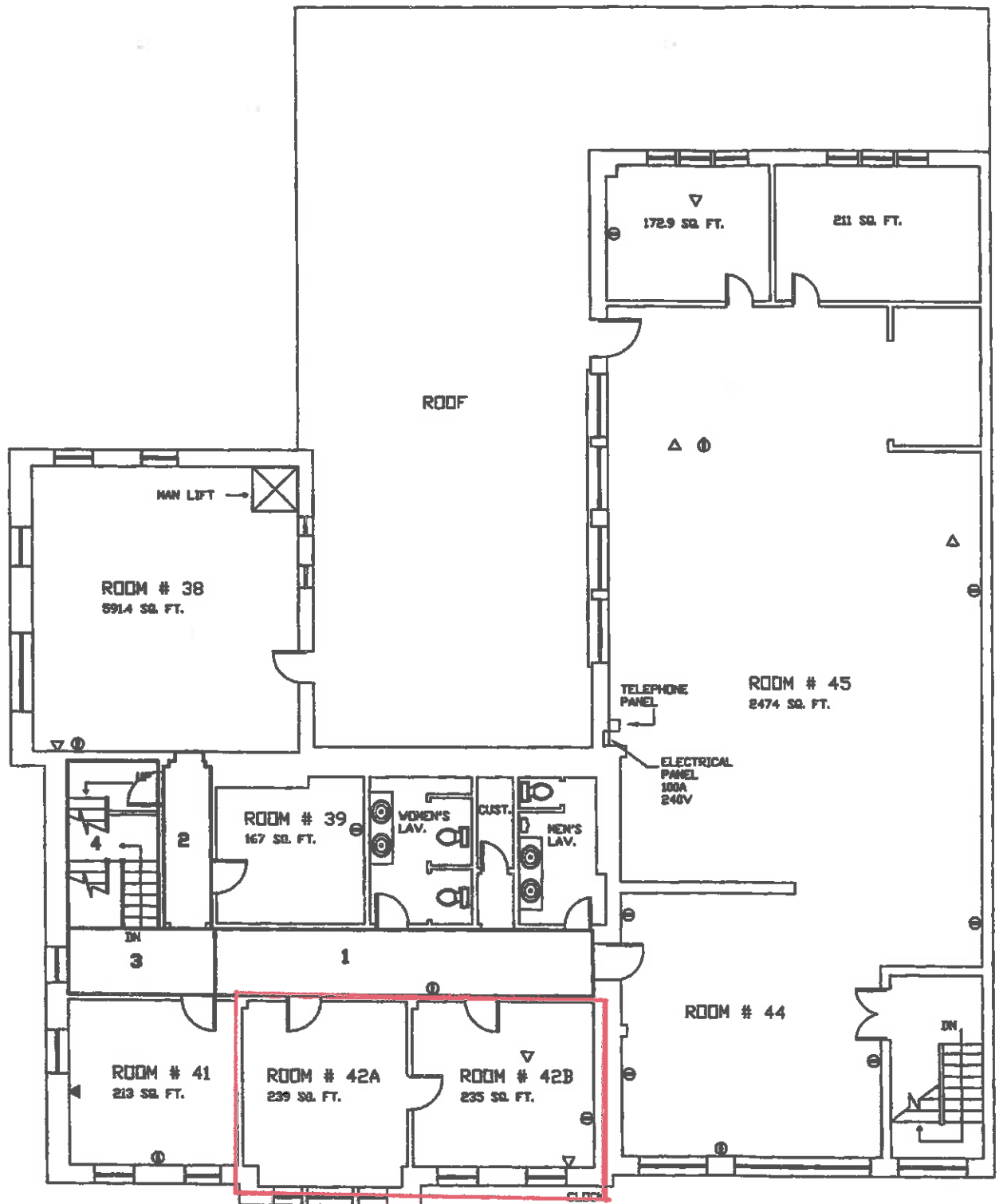
***To the Tenant at:***

249 Raglan Street South  
Renfrew, Ontario  
K7V 1R3



APPENDIX "A"

TOWN OF RENFREW



SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"