

# The Corporation of the Municipality of Brockton



## By-Law 2019-155

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Being a By-Law to Authorize the Signing of a Grant Contract Agreement between Saugeen Mobility and Regional Transit Corporation and the Corporation of the Municipality of Brockton for the Purpose of Leasing the former Township of Brant Municipal Office

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**Whereas** The Council for the Corporation of the Municipality of Brockton deems it expedient to enter an agreement with Saugeen Mobility and Regional Transit Corporation ("SMART") with respect to leasing the former Township of Brant Municipal Office located at 603 Bruce Road 19;

**And Whereas** the Corporation of the Municipality of Brockton is the owner of 603 Bruce Road 19, former Town of Walkerton, Municipality of Brockton;

**And Whereas** Saugeen Mobility and Regional Transit Corporation is desirous of leasing such premises under the Terms and Conditions outlined in Schedule "A" attached hereto;

**Now Therefore** the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enters into a tenancy agreement with Saugeen Mobility and Regional Transit Corporation which is attached as "Schedule A" and forms part of this By-Law;
- 2.0 The execution by the Mayor and Clerk of said agreement dated December 3, 2019, between the Corporation of the Municipality of Brockton and Saugeen Mobility and Regional Transit Corporation is hereby authorized, ratified, and confirmed.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "Saugeen Mobility and Regional Transit Tenancy Agreement By-Law".

**Read, Enacted, Signed and Sealed this 3rd day of December, 2019.**

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Mayor – Chris Peabody

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Clerk – Fiona Hamilton

## Schedule "A" to By-Law 2019-155

### This Indenture

made in duplicate, the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

In pursuance of the *Short Forms of Leases Act, R.S.O. 1990, c. S.11*

#### Between

The Corporation of the Municipality of Brockton

hereinafter called the Lessor of the First Part;

Saugeen Mobility and Regional Transit Corporation

hereinafter called the Lessee of the Second Part.

#### 1. Promises

Witnesseth that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee the Lessor doth demise and lease unto the said Lessee the lands and premises known as the general office portion and common use areas of the former Township of Brant Municipal Office located at 603 Bruce Road # 19, as shown on Schedule "A" attached and as hereinafter agreed for use and occupation only as office facilities and for no other purpose.

#### 2. Term

To have and hold the said demised premises for a period of three (3) years from the First (1<sup>st</sup>) day of January, 2020.

#### 3. Rent

Yielding and paying therefore unto the said Lessor the sum of Thirteen Thousand Six Hundred and Eighty Nine Dollars and Eight Four Cents (\$13,689.84) per year payable in equal quarterly installments of Three Thousand Four Hundred and Twenty Two Dollars and Forty Six Cents (\$3422.46) on the First (1<sup>st</sup>) day of January, April, July and October of each year, at the Brockton Municipal office at 100 Scott Street, Walkerton Ontario, the first of such payments to be made on the First (1<sup>st</sup>) day of January 2020 and the said term of this lease shall expire on the 31<sup>st</sup> day of December, 2022. The payments under this agreement shall be subject to a cost of living increase on an annual basis that shall be applied as of January 1<sup>st</sup> of each year the agreement is in force and effect. The cost of living increase shall be equal to the All - Items Consumer Price Index (CPI) as set by Statistics Canada for the month of July and the Index to be used for this purpose shall be the 12 month change in the All - Items CPI from the corresponding month of the previous year. The resultant cost of living increase which is expressed as a percentage shall be applied to the total annual lease payment for the current year to yield a new total lease amount for the subsequent year.

#### 4. Lessee's Covenants

That the said Lessee covenants with the said Lessor to pay rent,

The Lessee covenants with the Lessor:

1. To maintain the premises in a state of cleanliness, and to repair any damage caused thereto by his own willful or negligent conduct or that of persons who are permitted on the premises by him.
2. Not to cut down timber.
3. Not to assign or sublet without the consent of the Lessor, such consent not to be arbitrarily or unreasonably withheld. The Lessee shall pay the Lessor's reasonable expenses incurred thereby.
4. Not to carry on upon the premises any business that may be deemed a nuisance or by which the insurance on the premises will be increased.
5. That he will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
6. That the Lessee will repair according to notice in writing, reasonable wear and tear and damage by fire lightning and tempest only excepted.
7. To promptly notify the Lessor of any repairs to be made by the Lessor, and upon giving prior notice in accordance with The Tenant Protection Act, the Lessor shall be permitted to enter and view the state of repair and to make any such repairs.

## **5. Fixturing**

Provided that the Lessee may remove his fixtures, if such removal may be, and is, done without injury to the premises.

## **6. Force Majeure**

Provided that in the event of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt.

## **7. Abandonment**

Provided that, where the premises become vacant and so remain for a period of 30 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.

## **8. Tax**

Provided that if the Lessee be assessed as a Separate School Supporter, he will pay to the Lessor a sum sufficient to cover the excess of the Separate School tax, over the public school tax, if any, for a full calendar year.

Proviso for re-entry by the Lessor on non-payment of rent or non-performance of covenants, provided that such re-entry shall, at all times, be in accordance with the provisions of The Tenant Protection Act.

Provided 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 Tenant Protection Act, as amended.

## **9. Lessor's Covenants**

The Lessor shall maintain the premises in a good state of repair and fit for habitation during the herein lease in order that the premises comply with health and safety standards required by law.

The Lessor covenants with the said Lessee for quiet enjoyment subject to the rights of access to the vault and rest of the building by the Lessor as agreed.

The Lessee covenants with the Lessor to permit the said Lessor during the last month of the currency of this lease, to put up upon the said premises, notice of his intention to lease the same; and also to permit during the same time, such person or persons as he may be desirous of leasing the said premises at the expiration of this lease to visit and inspect the same on written notice to the Lessee, given at least twenty-four hours before the time of entry, which shall be during daylight hours and specified in the notice.

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 rents 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.

## **10. The Board Room**

It is hereby agreed that in addition to the General Office premises, the lessee shall have the use of the Board Room, shown as "Council Chambers" on Schedule "A" for its regular monthly board of directors meetings and regular use.

## **11. The General Use Areas**

The lessee shall be allowed access to the Front entry Hall, Kitchenette and both washrooms as shown on Schedule "A" for its use in common with the other users of the building and the Lessee's covenants shall apply to these areas.

## **12. The Vault**

The Vault as shown on Schedule "A" is part of the leased premises and it is agreed that the lessee shall retain total use and control of the vault.

13. Outside Maintenance and Snow Removal

The lessor agrees to provide snow removal from the parking area in front of and on the south side of the building. The lessor will also maintain the outside of the premises on the east and south side of the building in a tidy and presentable manner.

14. Access

The Lessee shall be provided with a key for the “Front Door” access to the office area and a key for the controlled access door to the Kitchenette area. The Lessee agrees that access to the Kitchenette is only for the personal use of the lessee’s staff and the access door shall remain locked at all times when not in use. At no time shall the Lessee or its agents, employees or anyone associated with it be allowed access to the rest of the building

15. Insurance

The lessee covenants with the lessor to maintain throughout the term of this lease **adequate third party liability insurance coverage** with the lessor as a named insured, and content insurance and to provide proof of insurance coverage to the lessor on demand.

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 and assigns.

And it is further 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 party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered had been made.

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

**The Corporation of the Municipality Of Brockton**

We have authority to bind the corporation

Authorized by By-Law 2019-\_\_

Mayor – Chris Peabody

Clerk – Fiona Hamilton

**Saugeen Mobility and Regional Transit Corporation**

We have authority to bind the corporation

Chair Person – John Woodbury

Manager of Transit Services - Roger Cook

16. Receipt of Tenancy Agreement:

I/We hereby acknowledge receiving a duplicate original copy of the herein lease this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Saugeen Mobility and Regional Transit Corporation**

Lessee (Tenant) Chair Person

Lessee (Tenant) Manager