

**THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE**

BY-LAW NO. 45 - 2018

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF
A COMMUNITY PARTNERSHIP LEASE AGREEMENT WITH
BLUEWATER DISTRICT SCHOOL BOARD
(Paisley Central School)**

WHEREAS Section 9 of the Municipal Act 2001, S.O. 2001, c. 25, as amended, grants municipalities the rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

WHEREAS Section 11(3)1. of the Municipal Act 2001, S.O. 2001, c.25, as amended, authorizes municipalities to pass by-laws under public utilities sphere of jurisdiction; and

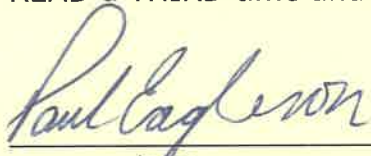
WHEREAS Council of the Corporation of the Municipality of Arran-Elderslie deems it expedient to enter into a Community Partnership Lease Agreement with Bluewater District School Board to lease space in the Paisley Central School;

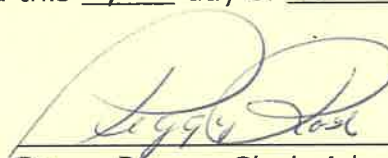
NOW THEREFORE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE HEREBY ENACTS AS FOLLOWS:

1. THAT this Council does hereby authorize the Mayor and Clerk to execute the Community Partnership Lease Agreement, in the form annexed hereto as Schedule "A; (the Community Partnership Lease Agreement), with Bluewater District School Board.
2. THAT Schedule "A", the Lease Agreements, forms part of this by-law.
3. THAT this By-law shall come into force and take effect upon receiving the final passing thereof.

READ a FIRST and SECOND time this 9th day of July, 2018.

READ a THIRD time and finally passed this 9th day of JULY, 2018.


Paul Eagleson, Mayor


Peggy Rouse, Clerk-Administrator

COMMUNITY PARTNERSHIP LEASE AGREEMENT

Schedule A to
By-law No. 45-2018

THIS INDENTURE made this 1st day of May, 2018.

BETWEEN:

BLUEWATER DISTRICT SCHOOL BOARD

Hereinafter called the "Landlord" of the First Part

And

MUNICIPALITY OF ARRAN-ELDERSLIE

Hereinafter called the "Tenant" of the Second Part

RECITALS

WHEREAS Landlord's primary purpose is to support student achievement and well-being. It further recognizes that cooperative and collaborative partnerships with community partners are part of the foundation of a strong, vibrant and sustainable publicly funded education system;

AND WHEREAS the Landlord has agreed to lease space in Paisley Central School to organizations, community partners and future potential viable partners to secure funding that offsets facility operations costs in accordance with the motions passed at the Board Meeting held at the Bluewater District School Board Education Centre on April 18th, 2017;

AND WHEREAS the Tenant has requested permission to lease space in the School for the purpose of community engagement and enhancing community health and well-being;

AND WHEREAS the Landlord owns and maintains a "School" known as:

Name: **Paisley Central School**

Address: 1182 Arnaud St., Paisley, ON NOG 2N0

Hereinafter called the "School"

NOW THEREFORE in consideration of the rents, mutual covenants and agreements herein contained, the Landlord and the Tenant agree as follows:

1.0 DEFINITIONS

In this Lease:

- (a) The Bluewater District School Board shall mean and be Referred to herein as both or either "Board" or "Landlord";
- (b) "Building" means the "School";
- (c) "Premises" means the area for the community partnership space as set out in **Schedule "A"**;
- (d) "Clear days" means days reckoned from one day to another with exclusion of both the first and the last day;
- (e) "Lease" means this Indenture Agreement;
- (f) "Persons" means the Tenant or any other person who is accessing as Authorized by the Tenant the school for use of the Leased space.

2.0 PREMISES

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord doth demise and lease unto the Tenant during those days and hours defined by **Schedule "A"** for the use and occupation of community programming and for no other purpose, Referred to in this Lease as the **"Premises"**.

3.0 PREMISES AS IS

It is acknowledged by the Parties that the Premises shall be accepted by the Tenant "as is".

4.0 INITIAL TERM

TO HAVE AND TO HOLD the said Premises, subject as hereinafter provided, for and during the term of five (5) years, to be computed from the 1st day of June, 2018, and to be completed and ended on the 31st day of August, 2023, (the "Term").

The Landlord covenants that the Tenant shall have quiet possession of the Premises during the Term of this Lease without any interruption or disturbance from the Board or any other person or persons lawfully claiming through the Board.

5.0 BASE RENT

- (a) Rent means the amounts payable by the Tenant to the Board pursuant to this Section. The Landlord shall pay custodial services, gas, and hydro, water, sewage, and heat and air conditioning utilities. Base rent shall also include for full payment of grass cutting and snow removal services completed in accordance with the accommodation review process and approved recommendations.

- (b) The Tenant covenants to pay to the Board, during the first year of the Term of this Lease, Rent in the combined sum of eight-teen thousand, seven hundred and twenty-five dollars and twenty-four cents (\$18,725.24) per annum. Rent is calculated based on \$10.03 per square foot for 756 square feet of Rented Floor Space in the sum of seven thousand, five hundred and eight-five dollars and twenty-four cents (\$7,585.24), plus HST, plus Grass Cutting Services currently in the sum of two thousand and forty dollars (\$2,040.00), plus HST, plus Snow Removal Services currently in the sum of nine thousand and one hundred dollars (\$9,100.00), plus HST. Current rent is payable monthly, in equal installments of one thousand five hundred and sixty dollars and forty-four cents (\$1,560.44), plus HST, due on the 1st day of each and every month, commencing on the first day of the Term. **Schedule "G"**.
- In the event that the annual budget deficit shall increase or the cost of snow removal or grass cutting shall increase, the tenant shall pay such increases as established on the anniversary dates of this lease, in monthly installments as set out above. Should the annual budget decrease, then rent shall be decreased as set out above.
- (c) The monthly Rent may increase each subsequent year of the Lease Term, beginning on June 1st, 2019. The change in Rent shall be equivalent to the prior school year deficit at Paisley Central School. If the rental rate of available space (one classroom) exceeds the prior year's deficit, then the calculated rent per square foot (ft²) shall be determined and applied to this agreement. Changes in Rent shall be calculated at the beginning of each calendar year and paid in twelve (12) equal monthly installments on the first day of each and every month, plus HST.

5.1 AGREED DEMISED AREA

It is agreed for purposes of calculating Rent payable hereunder that the Premises is comprised of seven hundred and fifty-six (756) square feet. **Schedule "A"**.

5.2 SHARED FACILITIES

The Tenant shall have the right without payment of any further or Additional Rent to share those facilities described in **Schedule "B"** with the other members of the School community on the terms and basis, days and hours as defined.

5.3 TAXES

It is recognized that the Landlord is exempt from payment of municipal taxes on School buildings, but in the event that by reason of the circumstances or particular use being made of these Premises by the Tenant taxes are levied on the Premises, the Tenant will not be made to pay such taxes and rates, municipal, parliamentary or otherwise.

5.4 SALES, GOODS AND SERVICES TAXES

Notwithstanding any other provisions in this Lease, the Tenant shall pay to whomever the applicable legislation shall require, an amount equal to any and all taxes levied or imposed on the Landlord or the Tenant with respect to Base Rent payable by the Tenant to the Landlord under this Lease, whether any such tax is characterized as a goods and services tax, a sales tax, a value added tax, a business transfer tax, or otherwise (herein collectively called "Sales Taxes"). If the applicable legislation requires that any Sales Taxes are to be paid by the Tenant directly to the Landlord, the amount of the Sale Taxes so payable by the Tenant shall be calculated by the Landlord and paid to the Landlord pursuant to the provisions of this Lease. The Tenant's HST number is 872427158 RT0001.

6.0 LAST SIX MONTHS OF TENANCY

PROVIDED that during the last six (6) months of the tenancy hereby created unless the Tenant has theretofore renewed this Lease, the Landlord shall have the right at reasonable times and upon prior notice to the Tenant, to enter and show the Premises to prospective tenants.

7.0 TERMINATION RIGHTS

- (a) Notwithstanding the express Term in this Lease, the Landlord reserves the right to terminate this Lease upon non-payment of Rent in accordance with Section 6.0 or upon breach of any other covenant or provision in this Lease provided such breach or failure is not remedied within thirty (30) days of the service of a written demand on the Tenant defining in reasonable detail the breach and the curative action required. In such cases, vacant possession shall be delivered up forthwith. Such notice shall also require the Tenant to make compensation in money for the breach.
- (b) It is clearly understood and agreed that this Lease may only continue so long as the Landlord continues to have the legislative and ministerial authority to lease the subject Premises. In the event there are legislative or ministerial changes to the authority of the Landlord, then this Lease may be terminated by the Landlord on one hundred and eighty (180) days' written notice.
- (c) Notwithstanding the express Term of this Lease or any other provision herein, the Tenant may terminate this Lease effective on June 30th in any given year, providing at least ninety (90) days clear prior notice in writing has been given by the Tenant to the Landlord.

- (d) Notwithstanding the express Term of this Lease or any other provision herein, the Landlord may terminate this Lease effective at any time, providing at least one hundred and eighty (180) days clear prior notice in writing to the Tenant.
- (e) It is understood that, in addition to the rights in Section 12.4, the Landlord has the right to terminate this Lease for the Tenant's continued failure to comply with health, building code or fire code rules and regulations and/or failure to comply with the rules and regulations as set out in this Lease and/or failure to comply with any applicable by-laws of the local municipal authorities and/or failure to comply with the rules and regulations of the Public Health Act.
- (d) It is understood that, in addition to the rights in Section 12.4, the Landlord has the right to terminate this Lease if the Premises are expropriated or condemned by any competent authority.
- (e) The parties may by mutual agreement, terminate or modify this lease upon thirty (30) days notice should the Landlord require the classroom to accommodate increased enrolment.

8.0 OCCUPANCY AFTER TERM – OVERHOLDING

PROVIDED always that in the event of the Tenant holding over beyond the Term hereby granted without the consent of the Landlord and without any further written agreement, the tenancy resulting shall be a monthly tenancy only at the monthly rental equivalent to the monthly payment herein mentioned and subject to termination at the election of the Landlord or the Tenant upon one month's notice in writing, and subject also to the terms, conditions and covenants herein set out, except as to the length of tenancy, it being understood that the acceptance of Rent or any implied condition in no way renews this Lease as a yearly tenancy.

9.0 FIRE CLAUSE

- (a) PROVIDED and it is hereby agreed that if during the Term hereby demised, the Premises or other part of the building of which the said Premises forms a part shall be destroyed or damaged by fire, lightning or tempest or by or as a result of structural defects, war, acts of God, or the Queen's enemies, civil commotion, the elements, riot, explosion, or insurrection or other casualty, then and in every such event, if, as a result of such destruction or damage, the Premises are rendered wholly unfit for occupancy or wholly inaccessible and such destruction or damage is incapable of being repaired with reasonable diligence within one hundred and twenty (120) days of the happening of such destruction or damage, then the Term hereby granted shall cease and be at an end to all intents and purposes from the date of such destruction or damage and the Tenant shall immediately surrender the same and yield up possession of the Premises to the Landlord and the Rent from time to time of such surrender shall be forgiven.
- (b) If, during the Term hereby demised the Premises or other part of the building of which the said Premises forms a part shall be destroyed or damaged by fire, lightning or tempest, or other casualty against which the Landlord is insured, or as a result of structural defects, then and in every such event, the following provisions shall have effect:
 - (i) If such destruction or damage shall be capable with reasonable diligence of being repaired within one hundred and twenty (120) days from the happening of such destruction or damage, but the destruction or damage is such as to wholly prevent use of the Premises, then the Rent hereby reserved shall not run or accrue after such damage or while the process of repair is going on and the Landlord shall repair the same with reasonable speed and the Rent shall recommence immediately after such repairs shall have been completed.
 - (ii) If such destruction or damage can be repaired within one hundred and twenty (120) days as aforesaid and if the destruction or damage is such that part of the Premises are capable of being used for the purposes of the Tenant, then until such destruction or damage shall have been repaired, the Rent shall abate in part only to the extent to which the Premises are so rendered incapable or unfit for use or occupancy by the Tenant, which abatement shall be directly proportioned to the extent of the Premises damaged or prevented from being used.
- (c) All decisions as to whether damages are capable of being repaired within one hundred and twenty (120) days of their happening shall be made by the Landlord at its absolute discretion. The Tenant shall be notified in writing of any such decision and if the Tenant disagrees, the Tenant shall have ten (10) business days to elect in writing to terminate the lease forthwith – which it may do without penalty. If no such written notice is served on the Landlord within this time, the Tenant shall be deemed to have accepted the Landlord's decision and will be bound by it.

10.0 RENOVATION CHATTELS

The Tenant will not require any renovations to the Premises as provided in **Schedule "F"**. For clarity, furniture, equipment or supplies purchased after possession of the Premises shall be deemed to be, and thereby shall be, the property of the Tenant and the Tenant shall be entitled to remove such equipment, furniture and supplies at the expiration of this Lease, however that shall be caused. It is further agreed and understood between the Parties that the Tenant shall maintain a log of outdoor play equipment, furniture, equipment and supplies purchased after the possession of the Premises and shall provide an updated list yearly with the renewed Insurance policy to the Landlord's Lease Coordinator.

11.0 COVENANTS OF THE LANDLORD

The Landlord covenants with the Tenant as follows:

11.1 HEATING & COOLING

The Landlord covenants with the Tenant to heat or cool the said Premises in such manner as to keep the Premises at a reasonable temperature for the reasonable use thereof by the Tenant, except Saturdays or Sundays, public holidays, during the making of repairs, and weekdays between the hours of 8:00 p.m. and 6:00 a.m. the following morning. In the event that the boilers, engines, furnace, pipes or other apparatuses shall at any time become incapable of heating or cooling the said Premises as aforesaid, the Board shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness except for any damages arising from any default or negligence of the Board, its directors, employees, agents or assigns in respect of the aforesaid matters.

11.2 SPECIAL OCCASION SPACES

The Board shall allow the Tenant to have "special occasion" use of other School areas, such as the gymnasium, as arranged separately from this Lease, through the Community Education Policy and Procedures. **Schedule "B"**.

11.3 ENFORCE WARRANTIES

To enforce, as far as shall be reasonably necessary, all warranties on any equipment installed in the building by the Landlord including, without limiting the generality of the foregoing, all mechanical, electrical, air conditioning and heating equipment, all electric motors, hardware, lighting tubes, ballasts and filter media to the extent that "Additional Rent" as herein defined shall be minimized.

11.4 ACCESS TO PREMISES

To allow the Tenant, its agents, clerks, servants, employees and other persons transacting business with it in common with other persons entitled thereto, to enter the Premises by the appropriate entrance and to use the passages and other shared facilities included with this Lease and as defined in **Schedule "A"** thereto at all times, subject to reasonable and proper security arrangements being made by the Tenant, satisfactory to the Landlord, governing access to the said building.

11.5 CARETAKING

To provide the Custodial Services and cleaning defined by **Schedule "C"** attached to and forming part of this Lease. All cleaning, waxing, etc., required beyond **Schedule "C"** and the Double Cleaning Referred to in Section 13.9 shall be done by the Landlord's forces but at the Tenant's expense after consultation with and approval by the Tenant. Costs for such approved services shall thereafter be invoiced to the Tenant.

11.6 REPAIRS AT EXPENSE OF LANDLORD

The Landlord covenants and agrees to repair and maintain the Premises to School standards on the basis and understanding that the Landlord is responsible for all repairs and maintenance of a structural nature together with major electrical, major mechanical, major plumbing and major heating systems and all other repairs.

11.7 LANDLORD TO INSURE

The Landlord shall carry appropriate insurance coverage on the building structure but the Tenant shall be responsible to place insurance coverage on the Tenant's equipment, supplies, etc., and on its liabilities arising from its occupation, operations and negligence.

11.8 QUIET POSSESSION

The Landlord covenants with the Tenant that upon the Tenant paying the Rent hereby reserved and performing the covenants herein on its part contained, the Tenant shall and may peaceably possess and enjoy the said Premises for the Term hereby granted without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under it.

12.0 COVENANTS OF THE TENANT

The Tenant covenants with the Landlord as follows:

12.1 PAY RENT

That the Tenant shall and will well and truly during the said Term pay or cause to be paid unto the Landlord the "Base Rent" hereby reserved in the manner hereinbefore mentioned without any deduction whatsoever.

12.2 ACCESS TO PREMISES

(a) During regular hours of school operation, all persons accessing the leased space must enter the building through the main entrance and sign in at the Office. Prior to leaving the building, each person

must sign out at the Office as the Principal must be aware of all persons within the building at all times. The Tenant and all other persons accessing the leased spaces provided, shall not have access to any other areas without written consent from the Principal. All Tenants shall use washroom WR9 only as shown on the attached floor plan. **Schedule "F"**.

(b) The Tenant shall be responsible for securing the Premises at the close of each day of use and otherwise when appropriate in accordance with **Schedule "E"**. In the event that the Tenant shall fail to properly secure the Premises and the Board's security service, if any, as a consequence thereof, is called, the Tenant shall forthwith reimburse the Board for its invoice costs (and applicable taxes) of such service call and any work required to secure the Premises resulting from same.

(c) The Tenant shall not without the express written consent of the Board, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefore; but shall use only additional keys obtained from the Board, at the expense of the Tenant, and shall surrender to the Board on the termination of the Lease all keys of the Premises.

(d) The Tenant must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the Building. The Tenant neglecting this rule will be responsible for any damage caused to the property of other tenants or to the property of the Board by such negligence. The Tenant, when closing the Premises, shall close all windows and lock all doors. Reimbursement for any additional heating or cooling of the space caused by the omission of the Tenant to adhere to the conditions as set out herein may be collected by the Board at the Board's discretion.

12.3 REPAIRS

The Tenant shall compensate the Landlord for any damage caused to the Premises by the Tenant, its servants, agents, or invitees.

12.4 HEALTH, BUILDING AND FIRE CODE AND MUNICIPAL BY-LAW COMPLIANCE

(a) The Tenant shall meet all requirements pertaining to health, fire and building codes and all other appropriate legislation with respect to the use and occupancy of the Premises, its contents including compliance with all by-laws of the local municipal authorities and rules and regulations of the Public Health Act.

(b) The Tenant will not require any alterations to the Rented Premises.

12.5 PARTITIONS AND ALTERATIONS

(a) Conditions for Partitions and Alterations:

If the Tenant shall, during the said Term, desire to affix, erect, remove or demolish any partitions, counters or fixtures in any part of the walls, floors or ceilings of the Premises, it may do so at its own expense at any time and from time to time provided that the Tenant's rights to make such alterations to the Premises shall be subject to the following conditions:

- (i) That before undertaking any alterations, the Tenant shall submit to the Landlord appropriate working drawings and specifications showing the proposed alterations and shall obtain the approval and consent of the Landlord to the same, which consent will not be unreasonably withheld or unduly delayed;
- (ii) That all such alterations shall conform to all building by-laws, if any, then in force affecting the Premises;
- (iii) That such alterations will not be of such kind or extent as to in any manner weaken the structure of the building after the alterations are completed or reduce the value of the building;
- (iv) Notwithstanding the foregoing, it is clearly understood and agreed that any out-of-pocket expenses incurred by the Board in reviewing the proposed alteration plans shall be payable to the Tenant within ten (10) days of invoicing.
- (v) All work to be performed in the Premises to complete such alterations shall be performed by competent contractors and subcontractors who have been approved in writing by the Board. It is clearly understood and agreed that the Board may require that the Board's contractors and subcontractors be engaged for any mechanical, electrical, internet, telephone connections and other wiring or works to be performed in connection with such alterations and no such work may be done without the prior consultation with the appropriate staff of the Board.
- (vi) All such work shall be completed in accordance with the Board's administrative policies then in force and shall be subject to inspection by and the reasonable supervision of the Board and performed in accordance with the reasonable conditions or regulations of the Board and completed in a good and workmanlike manner.

(b) No Spikes, Nails, Screws:

Notwithstanding the generality of this provision, no spikes, hooks, screws or nails or other devices shall be put into the walls, woodwork, floors or ceilings of the Premises without the express written consent of the Landlord.

(c) **Television or Radio Antennae:**

The Tenant covenants and agrees with the Landlord that it will not, without the written consent of the Landlord, erect or cause to be erected on the Building or any part thereof any television or radio antennae or any other device or apparatus whatsoever, and if any such television or radio antennae, device or apparatus is erected without such written consent, the Tenant shall immediately remove same upon request of the Landlord. The Tenant further agrees that if any such television or radio antennae, device or apparatus is erected on the Building, the Tenant will at its own expense repair any damage done to the Building or the Premises by reason of the erection, maintenance or removal thereof and will indemnify and save harmless the Landlord from all liability for damage to persons or property as a result of the erection, maintenance or removal thereof.

(d) **Wifi:**

The Tenant is permitted to provide Wi-Fi within the Premises, however, the bank width shall be limited to 5 ghz. Any changes to the Wi-Fi system must first be approved by the Board prior to proceeding. In the event that the Tenant's Wi-Fi system beings to interfere with the Board's Wi-Fi system, the Landlord shall be provided access to the Premises to investigate and provide instruction to rectify any issues, if required.

12.6 FURNITURE, EQUIPMENT AND SUPPLIES

The Tenant shall be responsible, at its expense, for the provision of all furniture and equipment as required.

12.7 SIGNS

The Tenant shall not inscribe, paint or affix any sign on any part of the outside or inside of the Premises or the building of which it forms a part without the written approval of the Landlord. Signage shall be of a color, size and style approved by the Board and in compliance with all relevant zoning by-laws and regulations and shall only be permitted in such place or places as approved in writing by the Board.

12.8 GLASS

In the event that any plate or other glass in the window or doors of the Premises is broken or damaged and such breakage or damage has been caused by the negligence of the Tenant or of someone permitted by the

Tenant to be upon the Premises, the Tenant will, notwithstanding any other provision herein, forthwith on demand pay to the Landlord the cost of replacing the broken or damaged glass.

12.9 DOUBLE CLEANING MATERIALS

Double Cleaning in this Lease shall mean cleaning over and above the cleaning to be provided by the Landlord's custodial staff in accordance with the provisions of **Schedule "C"**.

The Tenant covenants and agrees that all cleaning material used by the Tenant must fall within the Board's approved cleaning materials lists. All cleaning materials, liquids, detergents and solvents shall be approved by the Board prior to using.

12.10 TENANT- CONTACT PERSONS

The Tenant agrees to supply to the Board and keep current the names and addresses of all contact persons for billing, emergencies and maintenance together with the names and addresses of all members of the Board of Directors of the Corporation together with an indication of which of the directors are officers of the Corporation and where appropriate, which are parent users of the child care facility. The Tenant further agrees to notify the appropriate official of the Board forthwith whenever changes are made in the Board of Directors or contact persons. **Schedule "D"**

12.11 LIABILITY INSURANCE

The Tenant shall take out and keep in force public liability insurance coverage naming the Landlord as an additional named insured in an amount not less than Five Million----(\$5,000,000.00) and shall provide the Landlord with proof of coverage and payment for same.

The Landlord shall carry appropriate insurance coverage on the building structure and owned equipment and furnishings but the Tenant shall be responsible to place insurance coverage on the Tenant's equipment, supplies etc., as well as to carry sufficient liability insurance to cover itself against the risks and perils that may arise from its occupation, operations and negligence.

12.12 NO SUBLETTING

It shall **not be** lawful for the Tenant to assign or sublet all or any portion(s) of the Premises at any time unto any person or persons whomsoever without the consent in writing of the Landlord, which consent may be arbitrarily withheld, but if granted, shall be subject to the following terms:

- (a) Such assignment shall be for the same uses as set out herein or uses which are in compliance with Municipal zoning by-laws.
- (b) The Tenant shall not be released from its covenants hereunder; and
- (c) The proposed Sub Tenant shall sign a specific Adherence Agreement to which this Lease shall form an Exhibit and provide such other information and covenants as the Landlord may require.

12.13 NOTICE OF ACCIDENT OR DEFECT

The Tenant will give the Landlord prompt written notice of any accident to or defect in the heating apparatus, electric lights or other wires or of any fire on the said Premises, but, unless otherwise herein provided, there shall be no obligation on the part of the Landlord to repair or make good any such matters.

13.0 LANDLORD'S NON-LIABILITY

Except for loss, damage or injury caused by the negligence of the Landlord or its servants, or those for whom the Landlord is in law responsible, the Landlord shall not be liable or responsible in any way for any injury to any person or for any loss or damage to any property at any time in or upon the Premises or the building of which the Premises form part howsoever the same shall be caused, including, in respect of damage to property, but without limiting the generality of the foregoing, damage by electricity, gas, fire, steam, water, rain, ice or snow. With respect to any injury, loss or damage to the person or any property of the Tenant or any employees, invitees or licensees of the Tenant, the Tenant hereby covenants to indemnify the Landlord of and from all, in each case only direct loss, costs, claims or damages in respect of such injury, loss or damage. Notwithstanding the foregoing, in the event the Landlord should otherwise be liable at law, the Landlord shall not be exempted from liability for damage to such property or persons caused by those risks against which the Landlord is insured under its comprehensive general liability insurance policy.

14.0 ACCIDENTAL STOPPAGE OF HEAT OR ELECTRIC LIGHT

Except for loss, damage or injury caused by the negligence of the Landlord or its servants, or those for whom the Landlord is in law responsible, the Landlord shall not be responsible for any damage which may be caused, nor shall it be responsible for any act of omission or commission on the part of the person or persons employed to perform caretaking and maintenance work, nor shall the Tenant be entitled to claim diminution of Rent should said heating apparatus be temporarily stopped or cease working for the purpose of effecting repairs or improvements to it, or for any other reason whatever, nor by reason of the failure of electric or other power or otherwise, nor for the failure in the supply of electric light in the corridors, passages or stairways, nor for the failure to keep the same lighted. Notwithstanding the foregoing, in the event the Landlord should otherwise be liable at law, this paragraph shall not be deemed to exempt the Landlord from liability for those damages caused by those risks against which the Landlord has insurance coverage.

15.0 INDEMNITY

- (a) The Tenant shall indemnify and hold the Board, its elected officials, officers, employees and agents (each an "Indemnatee") harmless from and against all actions, causes of action, liabilities (whether accrued, actual, contingent or otherwise), claims, judgments (including legal fees on a solicitor/client basis and all other costs of defense thereof) and demands made by any person including the Tenant's own employees arising out of activities under this Lease by the Tenant, its agents, servants, employees, or invitees, or arising from or in connection with the Tenant's action or failure to take action with respect to any matters which are the subject of this Lease existing or incurred as at or subsequent to the date of this Lease.
- (b) The Landlord shall be responsible for latent defects in the demised premises and shall be responsible for its own negligence or that of its servants or other persons for whom the Landlord is in law responsible and the Landlord shall indemnify and save harmless the Tenant from any claims to that effect.
- (c) An Indemnatee shall give the Tenant notice of any action, cause of action, liability, claim or demand for which the Tenant may be liable within ten (10) days of such action, cause of action, liability, claim or demand coming to the Indemnatee's attention. Each Indemnatee shall permit the Tenant, at its expense, to participate in any negotiations, to assume the defence of any action or proceeding and to settle any claim in respect of which indemnification is sought under this Lease.

16.0 REPRESENTATIONS

The Tenant agrees that no representations or promises with respect to the Premises or the said Building have been made by the Landlord nor by any agent or other person on its behalf except as are herein expressly set forth, and that the entering into possession by the Tenant shall be conclusive evidence as against the Tenant that the said Premises and the said Building of which the same form part were in good and satisfactory condition at such time that possession was so taken.

17.0 CONDONING

Any condoning, excusing or overlooking by one party to this Lease of any default, breach or non-observance by the other party to this Lease at any time or times, in respect of any covenant, proviso or condition herein contained shall not operate as a waiver or such party's rights hereunder in respect of any subsequent default, breach or non-observance.

18.0 SUPPLY OF SERVICES AND INABILITY TO REPAIR

It is understood and agreed that whenever and to the extent that the Landlord or the Tenant, as the case may be, without any unreasonable fault, negligence or omission on such party's part or that of such party's employees or others for whom such party is responsible at law, shall be unable to fulfil, or shall be delayed or

restricted in the fulfillment of any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work or the making of any repairs by reason of being unable to obtain the materials, goods, equipment, service, utility or labour required to enable such party to fulfil such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any governmental department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond such party's control whether of the foregoing character or not, the Landlord or the Tenant, as the case may be shall be relieved from the fulfillment of such obligation and the other party to this Lease, as the case may be, shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

Notwithstanding any of the foregoing and without limiting the generality of the foregoing, in the event that the Landlord or the Tenant, as the case may be, can provide the required material or services without infringing on any of the governmental regulations in force, the Landlord or the Tenant, as the case may be, shall avail itself of such materials or services in order to do any work or make any repairs as hereinbefore provided.

19.0 LOSS OF OR DAMAGE TO FURNITURE, ETC.

It is agreed between the Landlord and the Tenant that except for loss, damage or injury caused by the negligence of the Landlord or its servants or others for whom the Landlord is responsible at law, the Landlord shall not be responsible for any loss of property upon the Premises, however occurring, or for any damage done to the furniture, goods, or other effects of the Tenant. Notwithstanding the foregoing, in the event that

the Landlord should otherwise be liable at law, this paragraph shall not be deemed to exempt the Landlord from liability for those damages which may be covered by the Landlord's liability insurance coverage.

20.0 PERSONAL INJURY

Subject to provisions of Section 16.0 of this Lease under the heading of "Landlord's Non-Liability", the Landlord shall not be liable nor responsible in any way for any personal injury that may be suffered or sustained by the Tenant or any employee of the Tenant or any other person who may be upon the Premises or in or about the said Building of which the Premises form part or for any loss of or damage or injury to any property belonging to or in the possession of the Tenant or any employee of the Tenant or any other person whether such property is on the Premises or in or about the said Building and, in particular, (but without limiting the generality of the foregoing) the Landlord shall not be liable for any injury, loss or damage to any person or property caused by smoke, steam, water, rain, snow, or fumes which may leak, issue or flow into the Premises from any part of the said Building or from the water, steam, sprinkler, drainage or smoke pipes or plumbing equipment of the same or from any other place or quarter or caused by or attributable to the condition or arrangement of any electrical or other wiring or of the air conditioning equipment or caused by anything done or omitted to be done by the Tenant or any other tenant, or occupant of the said Building. Notwithstanding any of the foregoing, this paragraph shall not be deemed to exempt the Landlord from liability for these damages which may be covered by the Landlord's liability insurance coverage.

21.0 INSTALLATION OR REPAIR OF SERVICES

The Landlord and any person authorized by the Landlord shall have the right to install, maintain and/or repair pipes, wires, ducts or other installations in, under or through the Premises for or in connection with the supply of any services to the Premises or the said Building in which the Premises are situate, or any part thereof, provided all such work shall be carried on with reasonable prior notice to the Tenant and with minimum interference to the Tenant's use of the Premises. Such services shall include, but not be limited to, telephone and intercommunication systems. Notwithstanding the foregoing, the Tenant shall have the right to install telephone equipment, wires, lines, conducts and other telephone services to the said Premises subject to the consent of the Landlord, which consent will not be unreasonably withheld nor delayed, and provided that no substantial damage or alteration is effected thereby.

22.0 DAMAGE TO EQUIPMENT

If the heating or the air-conditioning equipment or the water pipes or drainage pipes or electric lighting or other equipment of the said Building of which the Premises forms a part become impaired, injured, damaged, destroyed or stopped up through the carelessness, misuse or neglect of the Tenant or of any employee of the Tenant or of any person permitted by the Tenant to be upon the Premises, the expense of the necessary repairs and replacements shall be borne by the Tenant who shall pay the same to the Landlord forthwith on demand.

23.0 BOARD RULES AND REGULATIONS

The Landlord shall have the right from time to time to make reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Premises and for preservation of good order therein and the same shall be kept and observed by the Tenant who shall insist that all persons being in the Premises by reason of the use of the Premises by the Tenant shall observe and comply with the said rules and regulations in accordance with **Schedule "E"**. The Parties agree that any changes to the Rules and Regulations after the signing of this Lease shall be upon mutual agreement of both parties.

24.0 CONSULTATIONS WITH SCHOOL PRINCIPAL

The Tenant acknowledges that cooperation and communication between the Tenant and the Principal of the School will be advantageous for both parties. In particular the Tenant shall inform the Principal of the School of any substantial changes in the direction of the Tenant's programs and consult with the Principal on decisions which will affect the School community in accordance with **"Schedule "E"**.

25.0 ENTIRE AGREEMENT

This Lease contains all the representations, warranties, covenants, agreements, conditions and understandings between the Landlord and the Tenant concerning the Premises or the subject matter of this Lease.

26.0 LAWS OF ONTARIO

This Agreement shall be deemed to have been made in and governed in accordance with the laws of the Province of Ontario;

27.0 NOTICES

Any notice or notices required to be given hereunder to any party shall effectively be given if delivered personally or sent by prepaid registered mail, mailed in the Province of Ontario, or by email to the Parties respectively as follows:

Landlord: **BLUEWATER DISTRICT SCHOOL BOARD**
Attention: Jayme Bastarache, Supervisor Project Development
Plant Department, 351 1st Avenue North, Chesley, ON N0G 1L0
E: jayme_bastarache@bwdsb.on.ca

And

Tenant: **MUNICIPALITY OF ARRAN-ELDERSLIE**
Peggy Rouse, Clerk
1925 Bruce Road 10, Chesley, ON N0G 1L0
E: clerk@arran-elderslie.ca

Or such other address of which the one party has notified the other party, in writing.

(3) Notice delivered by registered mail shall be deemed to have been received on the fifth (5th) business day following the date of such mailing.

(4) Notice delivered by personal delivery or courier shall be deemed to have been received on the date the recipient acknowledges receipt on the notice or a copy of it with a signature and date of acceptance.

(5) Emergency Contact information is provided in **Schedule "D"**.

28.0 ENUREMENT

This Indenture shall enure to the benefit of and be binding upon the Parties hereto, their respective successors and permitted assigns.

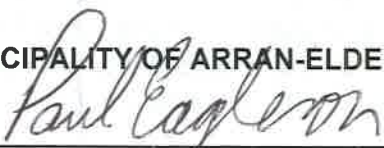
IN WITNESS WHEREOF each of the Parties has executed this Lease attested to by the hands of the proper officers of the Parties authorized in that behalf.


BLUEWATER DISTRICT SCHOOL BOARD (Landlord)

Per: 
Rob Cummings, Superintendent of Business Services
BLUEWATER DISTRICT SCHOOL BOARD

I have authority to bind the Corporation.

MUNICIPALITY OF ARRAN-ELDERSLIE

Per: 
Paul Eagleson, Mayor
MUNICIPALITY OF ARRAN-ELDERSLIE

Per: 
Peggy Rouse, Clerk
MUNICIPALITY OF ARRAN-ELDERSLIE

We have authority to bind the Corporation

Schedules:

Schedule "A"	Leased Area
Schedule "B"	Other Shared Facilities
Schedule "C"	Custodial
Schedule "D"	Emergency Contacts
Schedule "E"	Rules and Regulations
Schedule "F"	Floor Plan
Schedule "G"	Lease Calculation Schedule

SCHEDULE 'A'

TO

**COMMUNITY PARTNERSHIP LEASE AGREEMENT
LEASED AREA – MUNICIPALITY OF ARRAN-ELDERSLIE
(Referred to in Sections 1.0, 2.0, 5.1 and 12.2)**

BETWEEN: **BLUEWATER DISTRICT SCHOOL BOARD**
as Landlord

and **MUNICIPALITY OF ARRAN-ELDERSLIE**
as Tenant

Dated: June 01, 2018

Complete description of the Leased areas:

Classroom 9 and non-exclusive use of washrooms WR 5 and WR 6 within Paisley Central School and being 756 square feet of rented space.

Normal Hours of Operation:

Monday to Friday, during regular School Board calendar days as provided yearly.

Hours: 9:00 am to 6:00 pm

SCHEDULE 'B'

TO

**COMMUNITY PARTNERSHIP LEASE AGREEMENT
OTHER SHARED FACILITIES – MUNICIPALITY OF ARRAN-ELDERSLIE
(Referred to in Sections 5.2 and 11.2)**

BETWEEN: **BLUEWATER DISTRICT SCHOOL BOARD**
as Landlord

and **MUNICIPALITY OF ARRAN-ELDERSLIE**
as Tenant

Dated: June 01, 2018

Complete a description of the other School facilities which the Tenant is entitled to share and some detail as to the sharing arrangements.

Washrooms WR 5 and WR6.

Special Occasion permits may be issued by Community Education for spaces such as the General Purpose Room.

SCHEDULE 'C'

TO

**COMMUNITY PARTNERSHIP LEASE AGREEMENT
CUSTODIAL – MUNICIPALITY OF ARRAN-ELDERSLIE**
(Referred to in Sections 11.5 and 12.9)

BETWEEN: **BLUEWATER DISTRICT SCHOOL BOARD**
as Landlord

and **MUNICIPALITY OF ARRAN-ELDERSLIE**
as Tenant

Dated: June 01, 2018

CLEANING PROCEDURES

Daily Procedures:

- Prepare all-purpose disinfectant, and cleaner solutions and equipment (Dilute chemicals as per manufacturer's specifications).
- Empty waste receptacles, Replace liners, if necessary.
- Dust mop or sweep all hard floor surfaces.
- Spot mop all floor surfaces with cleaning solution. Ensure that Wet Floor Signs are displayed.
- Vacuum all carpets and rug areas
- Clean entrance doors and frames
- Spot clean walls
- Damp wipe or dust horizontal surfaces: desks, chairs, telephones, filing cabinets, shelving, and window edge.
- Clean sinks, counters and spot clean furniture and cabinets using a disinfectant solution
- Replenish supplies – soap, tissue, towels, etc.
- Washrooms: wash with germicidal detergent: toilets; inside and out, sinks; inside and out
- Check the room and make any required repairs to lights, light fixture covers, ceiling tiles, etc. Follow the appropriate procedures for and repairs requiring a work order.
- Close and secure windows and window coverings.
- Check setting of thermostat, shut off lights and lock door.

Cycle Cleaning: Weekly

- Dust all areas (i.e. shelving, ledges, window sills, door frames, etc.).
- Detail vacuuming (including under radiators, convectors, fixtures; in corners; along baseboards).
- Damp mop all hard floor surfaces. Ensure that Wet Floor Signs are displayed.
- Clean all furniture and counters.
- Spot clean all walls and doors using the all-purpose solution.

Cycle Cleaning: Annually

- Wash walls, doors, light fixtures, and vents. Remove all staples, nails and tape.
- Wash all windows.
- Wash all Board issued furniture including book shelves, if cleared off.
- Clean sinks, counters and cupboards.
- Scrub and refinish hard floor surfaces (or strip, seal and finish as required.)
- Extract all carpeted areas.

Water Flushing:

Is the responsibility of the Board – logs are required to be filled out on a **weekly** basis as per the Safe Water Drinking Act 2002 - 0.Reg. 243/07.

Annual Sampling and Lead Testing:

It is the responsibility of the Board to sample once in each calendar year, and provide a copy to the Tenant and to keep a record as per the Safe Water Drinking Act 2002 - 0 Reg. 243/07, as amended. Typically, the sample will be taken in June or July.

SCHEDULE 'D'

TO

**COMMUNITY PARTNERSHIP LEASE AGREEMENT
EMERGENCY CONTACTS – MUNICIPALITY OF ARRAN-ELDERSLIE**
(Referred to in Sections 12.0 and 27.0)

BETWEEN: **BLUEWATER DISTRICT SCHOOL BOARD**
as Landlord

and **MUNICIPALITY OF ARRAN-ELDERSLIE**
as Tenant

Dated: June 01, 2018

Tenant Contact Information:

Municipal Clerk
1925 Bruce Road 10, Chesley, ON N0G 1L0
E: clerk@arran-elderslie.ca
T: 519-363-3039 ext 118

Board Contact Information:

Lease Coordinator:

Supervisor Project Development
351 1st Avenue, North, Chesley, ON N0G 1L0
E: jayme_bastarache@bwdsb.on.ca
519-363-2014 ext.2125

Emergency Maintenance Contact:

Plant Services Assistant	Plant Services Secretary
Plant Services	Plant Services
519-363-2014 ext. 2058	519-363-2014 ext. 2003

After hours emergency South pager number: 519-374-2441 in accordance with Administrative Procedure AP 3305-D.

SCHEDULE 'E'

TO

COMMUNITY PARTNERSHIP LEASE AGREEMENT

RULES AND REGULATIONS – MUNICIPALITY OF ARRAN-ELDERSLIE

(Referred to in Sections 12.2, 23.0 and 24.0)

BETWEEN: **BLUEWATER DISTRICT SCHOOL BOARD**
as Landlord

and **MUNICIPALITY OF ARRAN-ELDERSLIE**
as Tenant

Dated: June 01, 2018

1. The sidewalks, entrances, and corridors of the Premises shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than access to and from the premises.
2. All Fire Routes at the Premises shall remain free, clear and accessible at all times.
3. The Tenant shall not perform any acts or carry on any activity which may damage the Premises or the common areas or be a nuisance to the Board or any other tenant.
4. No animals or birds shall be brought into the Building in which the Premises are located, or kept in the Premises without the written approval of the School Administrator
5. The Tenant shall not mark, drill into, bore, cut or in any way damage or deface the walls, ceilings or floors of the Premises without written approval of the Board. No wires, pipes or conduits shall be installed in the Premises without prior written approval of the Board. No broadloom or carpeting shall be affixed to the Premises by means of a non- soluble adhesive or similar product.
6. No one shall use the Premises for sleeping apartments or residential purpose, for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.
7. No toxic, dangerous, explosive or other inflammable materials, including oils, shall be kept or permitted to be kept in or on the Premises.
8. Canvassing, soliciting and peddling in the Premises is prohibited.
9. The Tenant shall first obtain in writing the consent of the Board for the placement by the Tenant of any garbage containers or receptacles outside the Premises.
10. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, toys, diapers, wet wipes or any other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employees, agents, servants, contractors or invitees the damage was caused.
11. The Tenant shall not use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, public address systems, sound amplifiers, radio, broadcast or television apparatuses within the Building which is in any manner audible or visible outside of the Premises.
12. The moving of all heavy equipment and office equipment or furniture shall occur at a time consented to by the Board and the persons employed to move the same in and out of the Building must be acceptable to the Board. Safes and other heavy equipment shall be moved through the Premises and common areas only upon steel bearing plates.
13. The Board shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgement may from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein and the same shall be kept and observed by the Tenant, its employees, agents, servants, contractors or invitees. The Board may from time to time waive any of such rules and regulations as applied to particular tenants and is not liable to the Tenant for breaches thereof by other tenants as long as it does not breach the Tenant's regulatory rights.

Bluewater District School Board
Lease Calculation Schedule for Arran Elderslie Lease at Paisley Central School
31-Dec-17

Paisley Central School	# of Schools	ADE	OTG	Utilization	Total Revenue	Operations Costs (OC)	Net Position
2015-16	1	138	245	56%	\$ 210,517	\$ 236,398	\$ (25,881)
2016-17	1	143	245	58%	\$ 222,198	\$ 252,302	\$ (30,105)

Item/Description	ft ²	2016-17
Total Operating Costs		\$ 252,302
Less: Snow and Grass		\$ (11,140)
Base OC		\$ 241,162
\$/ft ² Calculation		
Applicable OC		\$ 241,162
Total ft ²	24,036	
Total \$/ft ²		\$ 10.03
Total ft ² Calculation		
Classroom 9 Total ft ²	756	
Lease Cost for ft ²	756	\$ 7,585.24
Add: Grass Cutting		\$ 2,040.00
Add: Snow Removal		\$ 9,100.00
2017-18 Annual Lease		\$ 18,725.24
Total/Month		\$ 1,560.44

