

TOWNSHIP OF WHITEWATER REGION

By-Law # 03-08-127

Being a By-Law to authorize the Reeve and CAO to execute an Agreement with
FAMILY & CHILDREN'S SERVICES OF RENFREW COUNTY
&
RENFREW COUNTY CATHOLIC DISTRICT SCHOOL BOARD
with respect to the installation of a Digital wireless private communication
antenna on the Water Tower Located in Cobden

WHEREAS Section 11 (1) of the Municipal Act, 2001, S.O. 2001, c. 25 authorizes the Council of Whitewater Region to enter into agreements with Family & Children's Services of Renfrew County and Renfrew County Catholic District School Board with respect to the installation of a Digital wireless private communication antenna on the Water Tower Located in Cobden; and

WHEREAS the Council of the Corporation of the Township of Whitewater Region is able to partner with other organizations for there betterment and need;

WHEREAS the Council of the Corporation of the Township of Whitewater Region deems it desirable to enter into such an Agreement with the Family & Children's Services of Renfrew County and Renfrew County Catholic District School Board.

NOW THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts as follows:

1. **That** the Reeve and CAO be, and hereby are authorized to execute on behalf of the Corporation, the agreement between the Corporation of the Township of Whitewater Region, Family & Children's Services of Renfrew County and Renfrew County Catholic District School Board for the term as set out in the agreement attached hereto.
2. **That** the Reeve and CAO be, and hereby are authorized to do or to cause to be done all such manner of act or thing as may be required in order to give full force and effect to this By-Law.
3. **That** this By-Law shall take effect and come into force immediately upon the passing thereof.

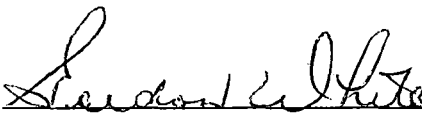
Read a First, Second and Finally Passed on the Third Reading this

August

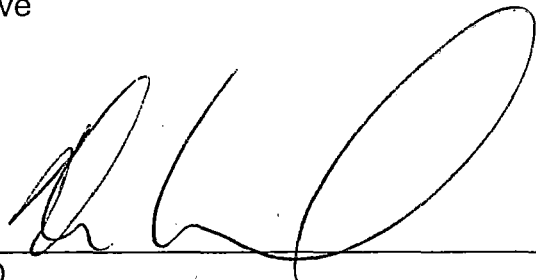
, 2003.

6th

day of



Reeve



CAO

THIS INDENTURE made the 1st day of August , Two Thousand and Three.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT BETWEEN:

THE TOWNSHIP OF WHITEWATER REGION

hereinafter called the "Lessor"

OF THE FIRST PART AND

**FAMILY & CHILDREN'S SERVICES OF RENFREW COUNTY&RENFREW COUNTY
CATHOLIC DISTRICT SCHOOL BOARD**

hereinafter called the "Lessee"

OF THE SECOND PART

WITNESSETH:

1. That in consideration of the rents, covenants, and agreements hereinafter reserve contained on the part of the Lessee to be paid, observed and performed, the Lessor doth demise and lease unto the Lessee Part of 44 Gould Street being composed of space on the water tower of the Lessor on the said lands for the installation of a Digital wireless private communication antenna, together with space on the said lands for the installation of Digital wireless equipment, hereinafter referred to as the "leased premises."

TERM:

2. TO HAVE AND TO HOLD the leased premises for and during the term of five (5) years to be computed from and inclusive of 1st day of August, 2003 and thenceforth next ensuing and fully to be completed and ended on 31st day of July, 2008.

RENT:

3. YIELDING AND PAYING unto the Lessor, its successors and assigns yearly and every year during the said term hereby granted, subject to the rent adjustment clause hereinafter provided, unto the Lessor the sum of Three Thousand (3,000) Dollars per

annum. Payable in advance, one installment of \$3000 each in August of each year during the said term, the first payment to be made immediately for the term of August 1 to July 31.

INSURANCE:

4. The Lessee agrees to provide to the Lessor a certificate of insurance, showing the Lessor as a named insured and in an amount no less than the \$2,000,000 to be adequately insured for all public liability and property damage;

COVENANTS OF THE LESSEE:

5. THE LESSEE COVENANTS WITH THE SAID LESSOR

- (a) to pay rent;
- (b) to prepare and submit to the Lessor for its approval, prior to erection, drawings and specifications pertaining to the antennas and associated equipment;
- (c) to pay for the cost of electrical power supplied to the leased premises required to power the Lessee's equipment;
- (d) not to assign or sublet without leave, provided that the consent of the Lessor shall not be unreasonably or arbitrarily withheld;
- (e) that the Lessee will, at the expiration, or other sooner termination of the said term peaceably surrender and yield up unto the Lessor and the leased premises;
- (f) to observe, abide and comply with all Federal and Provincial statutes, laws, orders and regulations, and all municipal by-laws, rules and regulations respecting the use and occupation of the leased premises, and to save harmless the Lessor from all costs, charges or damages to which the Lessor may be put off or suffer by reason of the breach by the Lessee of any statutes, laws, orders, regulations by-

laws and rules;

- (g) to pay all business taxes in respect of the business carried on by the Lessee in and upon and by reason of its occupancy of the leased premises.

COVENANTS OF THE LESSOR

6. THE LESSOR COVENANTS WITH THE LESSEE

- (a) for quiet enjoyment
- (b) that the Lessee may, at its own expense, erect and install, operate and maintain equipment together with antennas with associated cables, necessary for the transmission and receipt of signals, provided, however, that all such fixtures, erections and equipment installed and erected by the Lessee shall not become the property of the Lessor and the Lessee shall remove such fixtures, erections and equipment upon vacating the leased premises and shall make good any damages occasioned thereby at its own expense;
- (c) that the Lessee shall have the right to select a contractor or contractors of its choice to perform the work of erecting, installing and maintaining its fixtures, erections, and equipment, in, on and upon the said lands during the term of this Lease;
- (d) the Lessee, its servants, agents and employees, shall have the right of access, depending on availability of the Lessor personnel time, to its fixtures, erections and equipment 24 hours per day, 7 days per week throughout the entire term of this lease excepting when the leased premises are inaccessible due to acts of God, acts of the Queen's enemies, riot, military or usurped power, sabotage, vandalism, wanton or negligent acts or accidents on the part of persons not under, or by

causes beyond, the control of the Lessor;

- (e) to allow the Lessee access to connect the equipment on the leased premises to the cables or lines of the Lessee of any party with whom the Lessee has an agreement.

PROVISIO:

7. PROVIDED AND IT IS HEREBY EXPRESSLY AGREED by and between the parties that:

- (a) in the case of the water tower of the Lessor or any part thereof shall, at any time during the said term, be damaged so as to render the same unfit for the purpose of the said Lessee, then this lease shall terminate;
- (b) if the Lessee duly and regularly pays the rent and performs all covenants, provisos and agreements contained herein on the part of the Lessee to be performed, the Lessor shall, at the expiration of the term hereof, on a written request of the Lessee six months prior to the termination of this Lease, grant to the Lessee, an extension of this Lease for a further period of 5 (five) years, upon the same terms as contained in this Lease save the right to a further extension and save for the rent which shall be adjusted for the period of extension. **In the event that the Lessee wishes to renew, then the rent at the time of such renewal shall be in accordance with the fair market rate prevailing at the time of renewal. In the event that the parties are unable to agree on the fair market rate, the parties shall seek the professional opinion of an arbitrator**
- (c) proviso for re-entry by the said Lessor on non-payment of rent or non-performance of covenants;

(d) the Lessee will indemnify and save harmless the Lessor from all liabilities, fines, suits, claims, demands, or actions of any kind or nature for which the Lessor shall or may become liable by reason of breach, violation or non-performance by the Lessee of any covenants, terms or provisions of this lease or by reason of any injury or death resulting therefrom, occasioned to or suffered by any person or persons or any property by reason of any act, neglect, or default on the part of the Lessee or any other servants, agents or employees; such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease shall survive any termination of the Lease;

(e) The Lessor will indemnify and save harmless the Lessee from all liabilities, fines, suits, claims, demands or actions of any kind or nature which the Lessee shall become liable for by reason of breach, violation, or non-performance by the Lessor of any covenants, terms or conditions of this agreement, or by reason of any injury or death resulting there from, occasioned to or suffered by any person or persons or any property by reason of any act, neglect or default on the part of the Lessor or any other servants, agents or employees; such indemnification in respect of any breach, violation, non-performance, damage to property, injury or death occurring during the term of the Lease shall survive the termination of the Lease.

(f.1) In the event of any dispute or disagreement between the parties hereto as to the meaning or interpretation of anything herein contained or as to the performance or non-performance by either of such parties of any of the provisions hereof or as to

the respective rights and obligations of the parties hereto hereunder, or if the parties are unable to agree on an adjustment of the rate (7b), either of such parties may refer such dispute or disagreement to arbitration under the provisions of subparagraph 2.

- (f.2) Whenever the Municipal Arbitration's Act (R.S.O. 1990, c.M.47) shall extend and apply to the Township of Whitewater Region, any reference to arbitration pursuant to the provisions of subparagraph (1) hereof shall be to the Official Arbitrator appointed under the Act and shall be governed by the provisions of that Act. At any other time the procedure upon an arbitration pursuant to the provisions of the said subparagraph shall be as follows:

Within twenty (20) days after the written request of either of the parties hereto for arbitration, each of them shall appoint one arbitrator and two so appointed, shall within twenty (20) days after the expiring of such twenty-day period select a third.

In case either of the parties hereto fail to name an arbitrator within twenty (20) days after the expiry of the first twenty-day period above mentioned, application shall be made as soon as reasonably possible to a Senior Judge of the County Court of the Judicial District of Renfrew County for the appointment of such third arbitrator. The arbitrator or arbitrators so appointed shall have the powers accorded arbitrators by The Arbitration Act (R.S.O. 1990, c.A.23) as from time to time amended or any Act in substitution therefore. The decision of the said arbitrator or arbitrators (or of a majority of such arbitrators) shall be final and binding on the parties hereto.

THIS INDENTURE and everything herein contained shall extend to and bind and ensure the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their seals under the hands of their duly authorized signing officers in that regard.

SIGNED, SEALED AND DELIVERED

)
)
)
)
)
)
)
)
)
)

