



**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 3737-2024**

**A BY-LAW TO AUTHORIZE THE CORPORATION OF THE TOWNSHIP OF
AUGUSTA TO ENTER INTO AN AGREEMENT WITH THE MAITLAND
EDUCATIONAL AND RECREATION CENTER ASSOCIATION**

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

AND WHEREAS at its meeting held on September 9, 2024, Council of the Corporation of the Township of Augusta was presented with a Recreation Lease, Responsibilities and Processes Agreement for Approval;

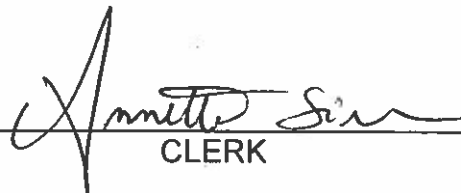
AND WHEREAS the Council of the Corporation of the Township of Augusta deems it desirable and necessary to enter into a Lease Agreement for a five (5) year term, with the Maitland Education and Recreation Center Association;

NOW THEREFORE the Council of the Corporation of the Township of Augusta hereby enacts as follows :

1. **THAT** the Mayor and the Clerk are hereby authorized to sign this agreement on behalf of the Township.
2. **THAT** Schedule A shall form part of this By-Law;
3. **THAT** this By-Law shall take force and effect on date of passing.

Read a first, second, and third time and finally passed this 15th day of October, 2024.


MAYOR


CLERK

THE TOWNSHIP OF AUGUSTA

THIS INDENTURE made as of the 15 day of October, 2024.

B E T W E E N:

Maitland Education and Recreation Centre

(hereinafter referred to as the "Association"),

a corporation incorporated

under the laws of the Province of Ontario

OF THE FIRST PART

-and-

Corporation of the Township of Augusta

(hereinafter called the "Township" or the "Landlord")

OF THE SECOND PART

WHEREAS THE TOWNSHIP leased to the Association a piece of land and the building thereupon comprising of those portions of Lot **CON 1, PT LOT 31, REG. PLAN 9 PT UNNUMBERED BLK S GRAND, TRUCK RAILWAY N SARAH ST** in Concession of the Township of Augusta, the County of Grenville, as more particularly described in PIN **68183-0505** (the "Land") for the purpose of a community centre.

AND WHEREAS the Association is a non-share capital corporation incorporated under the laws of the Province of Ontario on July 9, 1992, and operates the community centre to provide various programs to residents;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Township does hereby lease the premises to the Association upon the terms and conditions herein.

TERM OF LEASE

1.0 The Term of this lease shall be for five (5) years, renewal to be at the Township's discretion (the "Term").

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RENT & UTILITIES

- 2.0 The Association shall pay to the Township during the currency of the lease rent in the sum of One Dollar (\$1.00) per year.
- 2.1 The lease shall be a net and carefree lease to the Township.
- 2.2 The Landlord shall be responsible for the supply and payment of all services and equipment related to utilities, telephones, internet, and security alarms to be used in the leased Premises.

LEASEHOLD IMPROVEMENTS

- 3.0 The Landlord shall be responsible, at its sole expense, for the installation and maintenance of any equipment used in the course of business required for business operation.
- 3.1 The Association will not make, erect, install or alter any leasehold improvements or trade fixtures in the leased Premises without having requested and obtained the Landlord's prior written approval, which the Landlord shall not unreasonably withhold. Provided that in making, erecting, installing, or altering such leasehold improvements or trade fixtures in the leased Premises the Association shall comply with all laws or regulations of any governmental authority.
- 3.2 Upon termination of this lease, the Association may remove any equipment or fixtures that were installed by the Association or on its behalf, provided that the Association shall repair walls, floors, ceilings, etc. due to the removal of the said items.

THE ASSOCIATION'S COVENANTS

The Association covenants with the Township as follows:

- ④ Lessee Repair. The Landlord shall repair the leased Premises, including without limiting the generality of the foregoing, all interior partitions, fixtures and leasehold improvements in the leased Premises and all electrical and telephone outlets and conduits and any fixtures and shelving, and all mechanical and electrical equipment, damage resulting from structural defect, by fire, lightning and tempest and other casualty excepted; and the Township may enter and view the state of repair and the Landlord will repair as reasonably required according to notice in writing, subject only to the foregoing exceptions. The Association shall be responsible for cleaning the leased Premises, at its cost.

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41. Assignment and Subletting. The Association may not assign, set over, transfer, sub-let or sub-lease, hypothecate, encumber or in any way deal with the whole or any part of the Subleased Premises to anyone, for or during the whole or any part of the term, without written consent first being obtained from the Landlord, which consent shall not be unreasonably withheld.
42. Use of Leased Premises. The leased Premises are to be used only for the purpose of operating a community centre and may not be used for any other purpose without the consent of the Landlord, which consent may be unreasonably withheld.
43. Lessee's Insurance. The Association shall take out and keep in force at all time during the term, at its expense, insurance for comprehensive general liability in a minimum amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** per occurrence for personal injury to any one person, together with appropriate insurance coverage for the leasehold improvements, fixtures and equipment of the Association in respect of property damage. The Township shall be an additional named insured in such policies and the Association shall, if requested in writing by the Township, furnish the Township with a certificate issued by the insurance carrier evidencing same.

All policies required to be written on behalf of the Association pursuant to this lease shall contain a waiver of any subrogation rights which the Association's insurers may have against the Township and against those for whom the Township is, in law, responsible, whether any such damage is caused by the act, omission or negligence of the Township or by those for whom the Township, is in law, responsible.

44. Observance. The Association shall comply with all provisions of law including without limitation, federal and provincial legislative enactments, building by-laws, and any other governmental or municipal regulations which relate to the operation and use of the leased Premises, and to making of any repairs, replacements, alterations, additions, changes, substitutions, or improvements of or to the leased Premises. And the Association shall comply with all police, fire and sanitary regulations imposed by any federal, provincial, or municipal authorities, or made by insurance underwriters, and to observe and obey all governmental and municipal regulations and other requirements governing the conduct of any business conducted in the leased Premises.
45. Entry by Township. The Association shall permit the Township, their servants, or agents to enter upon the leased Premises at any time and from time to time for the purpose of inspecting and of making repairs or improvements to the leased Premises or to the building. The Township, their servants or agents may at any time and from time to time enter upon the leased Premises to remove any article or remedy any condition which in the opinion of the Township, reasonably arrived at, would be likely to lead to cancellation of any policy of insurance, and such entry by the Township shall not be deemed to be re-entry. The Township shall have the right to enter the leased Premises in order to check,

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calibrate, adjust and balance controls and other parts of the heating, ventilating and climate control system during normal business hours upon reasonable notice. Provided that the Township shall proceed hereunder in such a manner as to minimize interference with the Association's use and enjoyment of the leased Premises.

46 Indemnification of Township. The Association shall indemnify the Township and save them harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property arising from any occurrence in, upon or at the leased Premises, or the occupancy or use by the Association of the leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of the Association, its agents, contractors, employees, servants, licensees, or invitees or by anyone permitted to be on the leased Premises by the Association. In case the Township shall, without fault on their part, be made a party to any litigation commenced by or against the Association, then the Association shall protect and hold the Township harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Township in connection with such litigation.

47 To Pay Rent and Perform Covenants. The Association shall pay to the Township in the manner specified herein, all amounts which are collectible by the Township. The Association shall observe and perform all terms and provisions of this lease on its part to be observed and performed and shall not do or suffer to be done anything contrary to any term or provision hereof. The Association shall pay, as additional rent, all costs, expenses, and legal fees that may be incurred or paid by or on behalf of the Township in enforcing the covenants and provisions of this lease.

TOWNSHIP'S COVENANTS:

The Township covenants with the Association as follows:

50 Quiet Enjoyment. The Township covenants with the Association for quiet enjoyment of the Subleased Premises.

51 Payment of Expenses. The Association covenants to pay expenses to the Township pursuant to the terms of the Lease.

DEFAULT

6.0 If and whenever in the case of breach or non-observance of any of the covenants, agreements, provisos, or conditions on the part of the Association to be kept, observed or performed or in case the leased Premises shall be vacant or remain unoccupied for thirty (30) days or in case the term shall be taken in execution or attachment for any cause whatsoever, and the Association shall not have remedied such breach within twenty (20) days from notice by the Township, then in every such case it shall be lawful for the Township thereafter to enter into and upon the leased Premises or any part thereof in the

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name of the whole and the same to have again, repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding.

LOSS AND DAMAGE

- 7.0 The Township shall not be liable or responsible in any way for any death or injury arising from or out of any occurrence in, upon or at the building or for damage to property of the Association or others located on the leased Premises, nor shall it be responsible in the event of damage to any property of the Association or others from any cause whatsoever, whether or not such damage, loss, injury or death results from the negligence of the Township, its agents, servants or employees or others for whom it may be responsible. Without limiting the generality of the foregoing, the Township shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the leased Premises or from the pipes, equipment, or plumbing works, roof, street, sub-surface of any floor or ceiling or from any other place or because of dampness or climate conditions from any other cause of whatsoever nature. All property of the Association kept or stored on the leased Premises shall be so kept or stored at the risk of the Association only.

REMEDYING OF DEFAULT

- 8.0 In addition to all rights and remedies of the Township available to it in the event of any default hereunder by the Association either by any other provision of this lease or by statute or the general law, the Township:
- (a) shall have the right at all times to remedy or attempt to remedy any default of the Association and in so doing may make any payments due or alleged to be due by the Association to third parties and may enter upon the leased Premises to do any work or other things herein, and in such event all expenses of the Township in remedying or attempting to remedy such default shall be payable by the Association to the Township forthwith upon demand.
- 8.1 The Township may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Association, either by any provision of this lease or any statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Township by statute or the general law.

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RELIEF FROM FORFEITURE

- 9.0 This lease shall not contain any waiver of the Association's right to relief from forfeiture otherwise available to the Association by law, nor is any such waiver to be implied by the terms of this lease, the conduct of the parties, or otherwise.

RIGHT OF TERMINATION

- 10.0 The Association further covenants and agrees that on the Township's becoming entitled to re-enter upon the leased Premises under any of the provisions of this lease, or upon the breach by the Association of the requirements as set out herein, the Township in addition to all other rights, shall have the right to determine forthwith this lease and the term by giving notice in writing addressed to the Association of its intention so to do, and thereupon rent shall be computed, apportioned and paid in full to the date of such determination of this lease, and any other payments for which the Association is liable under this lease shall be paid and the Association shall forthwith deliver upon possession of the leased Premises to the Township and the Township may re-enter and take possession of the same.

NOTICES

- 11.0 Any notice, request, statement, or other writing pursuant to this lease may be delivered in person to an officer, director or person in charge of the Association, as the case may be, as follows:

To the Township:

Township of Augusta
3560 County Road 26
Prescott, Ontario K0E 1T0
Attn: Clerk

And to the Association:

LEASE ENTIRE AGREEMENT

- 12.0 The Association acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this lease constitutes the entire agreement between the Township and the Association and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality hereto executed by the Township and the Association.

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BINDING EFFECT

- 13.0 This Indenture shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

INTERPRETATION

- 14.0 Unless the context otherwise requires, the word "Township" wherever it is used herein shall be construed to include and shall mean the Township, its successors and/or assigns, and the word "Association" shall be construed to include and shall mean the Association, its successors and/or assigns. Time shall be of the essence in all respect hereunder.

SEVERABLE

- 15.0 The Township and the Association agree that all of the provisions of this lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this lease be illegal or not enforceable it or they shall be considered separate and severable from this lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

RESPONSIBILITIES AND PROCESSES

- 16.0 See Attachment "A"

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IN WITNESS WHEREOF the parties hereto have executed this lease as of the date first above stated.

Per: 

**Shawn Lockett, President
Maitland Education & Recreation Centre**

I have authority to bind the Corporation

THE CORPORATION OF THE TOWNSHIP OF AUGUSTA

Per: 
Jeff Shaver, Mayor

Per: 
Annette Simonian, Clerk

We have the authority to bind the Corporation

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SCHEDULE A Leased Premises

Recreation Responsibilities/Processes

To provide consistent processes and responsibilities for Recreation Committees under the umbrella of the Township of Augusta, the following will act as guidelines in conjunction with the Volunteer Recreation Committee handbook.

Meeting Agenda

The agenda must be directed to the Manager, Parks, Recreation & Facilities five (5) working days prior to the meeting. This is to allow the agenda to be posted on the Township of Augusta website for the purpose of public viewing.

Minutes

Minutes of each meeting must be submitted to the Manager, Parks, Recreation & Facilities ten (10) working days after the committee meeting. This is to allow the minutes to be posted on the Township of Augusta website for the purpose of public viewing.

Recreation Meetings are open to the public, there is to be no drinking of alcoholic beverages.

Financial

a. Purchases/Remedial Work

All purchases and remedial work for facilities must be directed to the Manager, Parks, Recreation and Facilities. In case of emergency, approval shall be received by the Manager, Parks, Recreation and Facilities by contacting (613) 925-4231, ext. 302. Unauthorized purchases/remedial work made outside this arrangement will not be reimbursed.

b. Financial Statements

Financial statements must be submitted to the Manager Parks, Recreation & Facilities each fiscal year end.

c. Grants

Grants will be sourced through the Township of Augusta for all Recreation Committees. In the event Project Management is required, the Township of Augusta will provide this service. Recreation Committees will not assign a Board or Committee member to Project Manage any facility projects.

Events

Recreation Committee's will keep the Manager, Parks, Recreation and Facilities, apprised of all events and conditions of baseball diamonds, rinks, etc. to enable the Township to support Recreation Committee's by advertising on the Township website and Facebook.

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Health & Safety

Health & Safety Boards will be posted at each recreation site and will be maintained by the Recreation Committee and the Manager, Parks, Recreation & Facilities. Health & Safety Inspections are to be conducted monthly by the Recreation Committee and submitted to the Manager, Parks, Recreation & Facilities and posted on the Health & Safety Board.

Committee Structure

Each calendar year Recreation Committee's must provide an updated list of volunteers, email addresses and positions held on the committee to the Manager, Parks, Recreation and Facilities.

Accessibility

Recreation Committee's will provide keys to electrical, furnace, water, main door, etc. for facility access to the Manager, Parks, Recreation and Facilities. Committees are also to provide access codes to facilities should security systems be in place. In the event keys and access codes are changed, the Manager, Parks, Recreation and Facilities is to be notified immediately. Facilities reserve the right to enter buildings for inspection with 24 hours' notice or in the case of emergency.

Event Insurance

Proof of insurance may be required by the group/individuals, who are booking the event. Where insurance is required, a copy of the insurance must be forwarded to the Township. Notwithstanding the insurance obligation, all events/uses must be tracked and reported to the Township quarterly.