



**Town of Arnprior**  
**Regular Meeting of Council Agenda**  
**Date: Tuesday, May 24, 2022**  
**Time: 6:30 p.m.**

**Location: Council Chambers – 105 Elgin Street West, Arnprior**

- 1. Call to Order**
- 2. Roll Call**
- 3. Land Acknowledgement Statement**
- 4. Adoption of Agenda (Additions/ Deletions)**
- 5. Disclosures of Pecuniary Interest**
- 6. Question Period**
- 7. Adoption of Minutes of Previous Meeting(s) (Except Minutes of Closed Session)**
  - a) **Regular Meeting of Council – May 9, 2022** (Page 1-7)
  - b) **Special Meeting of Council – May 17, 2022** (Page 8-10)
- 8. Awards/ Delegations/ Presentations**

**Presentations**

- a) **2021 Financial Statements, Serena Deschamps KPMG**  
(Page 11-41)
- b) **Recreation Passport**, Lucas Power, Programs and Events  
Coordinator (Page 42-52)

**Delegation**

- a) **Darrel O'Shaughnessy, Greater Arnprior Seniors Council (GASC)** (Page 53-57)

## **9. Public Meetings**

## **10. Matters Tabled/ Deferred/ Unfinished Business**

## **11. Staff Reports**

- i. **Library Expansion Tender PW-2022-06**, Patrick Foley, Engineering Officer Facilities and Assets, (Page 58-75)
- ii. **Request to Purchase Town-owned Lands & Sale and Declaration of Surplus Municipal Lands – Norma Street South**, Payton Hofstetter, Junior Planner (Page 76-82)
- iii. **Disconnecting from Work Policy HR-ES-08**, Jennifer Morawiec, GM Client Services, Treasurer (Page 83-86)
- iv. **Proclamation – Seniors Month**, Kaila Zamojski, Deputy Clerk (Page 87-89)
- v. **Proclamation – Parks and Recreation Month**, Kaila Zamojski, Deputy Clerk (Page 90-93)
- vi. **Proclamation – Pride Week**, Kaila Zamojski, Deputy Clerk (Page 94-96)
- vii. **Robert Simpson Park Canteen Rental Agreement**, Graeme Ivory, Director of Recreation

## **12. Committee Reports and Minutes**

- a) **Operations Advisory Committee Minutes - March 21, 2022**  
(Page 97-100)

## **13. Notice of Motion(s)**

## **14. County Councillor's Report from County Council**

## **15. Correspondence & Petitions**

### **a) Correspondence**

- i. Correspondence Package I-22-May-10
- ii. Correspondence Package A-22-May-06

## **16. By-laws & Resolutions**

### **a) By-laws**

- i. **By-law Number 7305-22** – Adopt the 2021 Consolidated Audited Financial Statements (Page 101-135)
- ii. **By-law Number 7306-22** – Adopt 2021 Surplus (Shortfall) Funds (Page 136-138)

- iii. **By-law Number 7307-22** – Adopt Policy HR-ES-08 Disconnecting from Work Policy (Page 139-144)
- iv. **By-law Number 7308-22** – Amend Policy HR-ES-06 Hours of Work Policy Appendix A Full-Time Administration Positions (Page 145-147)
- v. **By-law Number 7309-22 – Robert Simpson Park Canteen Rental Agreement**

## **17. Announcements**

## **18. Media Questions**

## **19. Closed Session**

**One (1)** matter pursuant to the Municipal Act, 2001 Section 239(2)(b) to discuss a personal matter about an identifiable individual, including municipal or local board employees **(Awards)**

## **20. Confirmatory By-law**

By-law No. **7310-22** to confirm the proceedings of Council

## **21. Adjournment**

Please note:. Please see the Town's [Website](#) to view the live stream. The meeting will be uploaded to YouTube for future viewing.

The agenda is made available in the Clerk's Office at the Town Hall, 105 Elgin Street West, Arnprior and on the Town's [Website](#). Persons wishing to receive a print item on the agenda by email, fax, or picked up by hand may request a copy by contacting the Clerk's Office at 613-623-4231 ext. 1818. The Agenda and Agenda items will be prepared in an accessible format upon request.

**Full Distribution:** Council, C.A.O., Managers and Town Administrative Staff

**E-mail to:** Metroland Media; Oldies 107.7/My Broadcasting Corporation; Valley Heritage Radio; Ottawa Valley Business



## **Town of Arnprior Staff Report**

**Subject:** Robert Simpson Park Canteen Rental Agreement

**Report Number:** 22-05-24-07

**Report Author and Position Title:** G. Ivory, Director of Recreation

**Department:** Recreation

**Meeting Date:** May 24, 2022

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### **Recommendations:**

**That** Council authorize the Mayor and Clerk to execute the Lease Agreement with Michelle Brennan, Alicia Ott and Matthew Ott on behalf of the Town of Arnprior for the Robert Simpson Park canteen with the terms as outlined within this report.

### **Background:**

In May 2016, the Town of Arnprior issued a Request for Proposal (RFP) for a lease for the operations of the canteen at Robert Simpson Park. As a result of that process, the Town entered into a lease agreement with Karen and Terry Mulvihill for a three-year term with two additional one-year renewal options.

The Mulvihill's successfully operated the canteen from 2016-2018 and exercised the first of two one-year renewal options for the summer of 2019.

Following delays to parks operations in 2020 due to COVID-19, the lease holders opted to exercise the second of the one-year renewal options with the terms of the lease reviewed to reflect both the public health requirements related to COVID-19 along with cost of rent with the Town unable to host the many in-person events it typically holds.

With uncertainty continuing again for the summer of 2021, the Mulvihill's did express operating the canteen within the restrictions they have operated under in 2020. The Town entered into a one-year lease agreement for that summer.

Year	Rental Amount
2016	\$1500.00
2017	\$1500.00
2018	\$1500.00
2019	\$1500.00
2020*	\$400.00 (two months only)
2021*	\$600.00

\*Town of Arnprior Summer events did not run these years

## Discussion:

As key public health indicators have improved and most restrictions lifted, the summer of 2022 promises a return of the traditional summer events calendar along with continued interest in Robert Simpson Park from visitors and residents alike as this crown jewel of parks is no longer a well-kept secret.

With the lease expired, staff returned to the Request for Proposal (RFP) approach for the operations of the Robert Simpson Park canteen for a two-year period encompassing June 1, 2022 – May 31, 2023 and June 1, 2023 – May 31, 2024.

Two proposals were submitted and staff have reviewed in detail and scored on a consensus basis. The review team recommends the award of the lease on the basis of most qualified personnel and “best overall value” to the Town.

Each proposal received was considered applying the following criteria:

- Experience in similar operation
- Proposed lease payments over the course of the agreement term
- Added value services

Submissions were accepted at the Clerks Office until 11:00 a.m. on Friday, May 20, 2022. Following the deadline, submissions were opened and reviewed by the Deputy Clerk and Director of Recreation.

Two RFP's were successfully submitted as follows:

Proponent	Experience in Similar Operation	Annual Lease Payment	Added Value
Karen Mulvihill	Yes	\$1500.00	Beach toys, kites
Michelle Brennan, Alicia Ott and Matthew Ott (Beach Bites)	Yes	\$3600.00	- All menu items using locally sourced ingredients whenever possible from a list of local farmers - Sell beach-life items such as beach toys, sunblock, after-sun, insect repellent, lip balms, frisbees, beach balls, kites, etc

After reviewing both submissions, it is recommended that the lease be awarded to Michelle Brennan, Alicia Ott and Matthew Ott. These three individuals have substantial experience in the food services industry with Michelle Brennan operating MJ Butcher Shop while Alicia and Matthew Ott operate both Bee Savvy Fine Foods and Cara & Mel's Candy Shoppe (as well as Steelheads and Strikes Bowling Lanes).

Their annual lease payment offer is the higher of the two proposals. Furthermore, their added value provides great options for visitors to the park and beach and also promotes the support local mentality.

The Proponent has outlined a Taste of Arnprior menu at the park with their new and exciting canteen – Beach Bites, with three successful downtown businesses coming together to create a culinary experience at Robert Simpson Park. In the RFP, the proponent provided a substantial rotating menu that includes, but is not limited to:

- Salads
- Sandwiches
- Pulled Pork
- Paninis
- Quesadillas
- Burgers / Grilled Cheese / Hot Dogs (Kosher/Halal)
- Brisket
- Yogurt Parfaits / Ice Cream Floats / Ice Cream Burritos / Scooped Ice Cream
- Cold Beverages
- Cotton Candy
- Mystery Candy Bags

## **Options:**

Council could choose to amend the lease terms to another timeframe or rental rate.

Council could choose to decline the opening of the canteen in its entirety.

Staff do not recommend either of these options as the proponent has successfully met all criteria and requirements outlined in the RFP and have demonstrated their ability to operate a successful business of this nature.

## **Policy Considerations:**

This report has been completed in accordance with the Town's Strategic Plan vision for embracing a Sustainable Financial Model and effective Service Delivery.

## **Financial Considerations:**

Entering into the recommended lease agreement for the canteen will provide an increase in revenues for Robert Simpson Park, more than doubling the projected revenues from the canteen lease for 2022.

## **Meeting Dates:**

N/A

## **Consultation:**

N/A

## **Documents:**

- [Schedule A: Draft Lease Agreement](#)

## **Signatures**

**Reviewed by Department Head:** Graeme Ivory

**Reviewed by General Manager, Client Services/Treasurer:**

**CAO Concurrence:** Robin Paquette

**Workflow Certified by Town Clerk:** Maureen Spratt

**The Corporation of the  
Town of Arnprior**

**By-Law Number 7309-10**

A by-law to authorize the execution of a lease agreement with Michelle Brennan, Alicia Ott and Matthew Ott.

**Whereas** the Council of the Corporation of the Town of Arnprior deems it expedient to authorize the execution of a lease agreement with Michelle Brennan, Alicia Ott and Matthew Ott for use of the premises known municipally as 400 John Street North, Arnprior, Ontario for the purposes of operating a concession stand located at Robert Simpson Park;

**Therefore** the Council of the Town of Arnprior enacts as follows:

1. **That** the Mayor and Clerk are authorized to execute the Lease Agreement with Michelle Brennan, Alicia Ott and Matthew Ott, attached as Schedule A, on behalf of the Town of Arnprior; and
2. **That** any other by-laws, resolutions and/or parts of by-laws or resolutions inconsistent with this By-law are hereby repealed in their entirety; and
3. **That** this By-law shall come into force and effect on the day of its passing.

**Enacted and Passed** this 24<sup>th</sup> day of May, 2022.

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Walter Stack, Mayor

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Maureen Spratt, Clerk



## **Schedule A: DRAFT Lease Agreement**

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### **CORPORATION TOWN OF ARNPRIOR**

This indenture made(insert date)

#### **BETWEEN:**

**CORPORATION OF THE TOWN OF ARNPRIOR  
(Landlord)**

**and**

**PROPONENT  
(Tenant)**

#### **WITNESSETH:**

In consideration of the mutual terms, provisos and covenants of the parties

hereto agree;

The Landlord does demise unto the Tenant, premises to have and to hold, for and during the term and yielding and paying unto the Landlord the Rent, all of which terms, provisos and covenants are hereinafter more particularly defined and set out;

### **ARTICLE I – DEFINITIONS**

In this Lease (including this Article and any Schedules attached hereto); the parties agree that:

**1.01 "Demised Premises"** means the premises demised by the Landlord to the Tenant being the Concession Stand presently situated in the Town of Arnprior at Robert Simpson Park to permit the Tenant to keep all reasonable and adequate stock for the said Concession Stand and more particularly described in Schedule "A" and attached hereto.

**1.02 "Rent"** means and includes the Rent provided for in Section 2.03 including "Annual Minimum Rent", "Harmonize Sales Tax".

**1.03 "Schedules"** means the Schedules attached to this Lease and comprising part hereto and are identified as follows:

Schedule "A" - Demised Premises – Robert Simpson Park

Schedule "B" – Regular Operating Schedule

**1.04 "Robert Simpson Park"** means the property known as Robert Simpson Park respectively and include collectively the lands and buildings, structures, facilities and other improvements erected.

**1.05 "Term"** means the initial (2) two-year term of this lease to be computed from June 1, 2022 to May 31, 2024.

## **ARTICLE II - DEMISE, TERM, RENT**

### **2.01 "Demise"**

The Landlord hereby demises and leases unto the Tenant for the Term, the Demised Premises together with the use, benefit and access in common with others entitled thereto of the Common Areas and Facilities of Robert Simpson Park as set out by the Landlord for the common use of tenants, such as parking areas, lobbies and walkways and the Landlord covenants with the Tenant for quiet enjoyment.

And the Landlord covenants with the Tenant, its agents, clerks, servants and persons transacting business with the Landlord, in common with other persons, entitled thereto, a right to enter the Demised Premises by means of the main entrance and free use of the passages from the street to the said Premises and the parking, at all reasonable times, subject to the Rules and Regulations in regard to the said building and parking as may be passed from time to time.

### **2.02 "Term"**

The Term of the Lease shall be for (2) two years as set out in Section 1.05.

### **2.03 "Rent"**

The Tenant covenants with the Landlord to pay the following rents and amounts as rents during the Term set out and in a manner hereinafter set out as follows:

#### **(a) Annual Minimum Rent**

- i. A Minimum Rent of \$\_\_\_\_\_ including taxes for the Term of June 1, 2022 until May 31, 2023 payable in three equal monthly instalments beginning June 1, 2022 of \$\_\_\_\_\_.
- ii. A Minimum Rent of \$\_\_\_\_\_ including taxes for the Term of June 1, 2023 until May 31, 2024 payable in three equal monthly instalments beginning June 1, 2023 of \$\_\_\_\_\_.

## ARTICLE III - OPERATING PROVISIONS

### Tenant Covenants

#### 3.01 Use

The Tenant covenants to use the Demised Premises for the purposes of a **Concession Stand** at Robert Simpson Park, for the retail sale of refreshments and related services and products as have been established by the custom to the date hereto, and for no other purpose. Without limiting the generality of the foregoing, the Tenant will not do anything upon the Demised Premises that will constitute a nuisance or obstruction to the Landlord or any other Tenant of Robert Simpson Park and will not without the Landlord's consent in writing, permit the Demised Premises to be used for the purposes of the following:

- (a) Present equipment composed of a fridge, stove, deep freeze and coolers shall remain on the Demised Premises for use by the Tenant and any other equipment shall remain provided owners of said equipment consent.
- (b) The facilities will remain open as per a regular schedule attached hereto as Schedule "B" to this Lease. Any adjustments to this Schedule must be agreed to, in writing, by both parties.
- (c) The Tenant shall not sell cigarettes out of the Robert Simpson Park Concession Stand.
- (d) The Tenant will maintain the Landlord's Equipment with a preventative maintenance program to ensure the equipment is kept in good operating order. The Tenant shall not install any new equipment without the Landlord's approval.
- (e) The Tenant shall have the exclusive right to sell refreshments, food and drink in the Robert Simpson Park Concession Stand except as follows:
- (f) No organization that rents or sponsors an event at Robert Simpson Park shall be allowed to serve or sell to the general public, refreshments or food items of the same nature as those provided by the Tenant, except as follows:
  - i. Sponsor hand-outs to participants of Special Events, players, coaches, judges, etc. that do not compete with Tenant;
  - ii. Events that require catering or other refreshment or food items not provided by the Tenant;
  - iii. During Special Events where more than one Vendor will be needed to handle the attendance, every effort will be made to ensure that the Tenant will have no direct competition for business with similar food product;

- iv. Organizations that rent Robert Simpson Park shall have the right to serve food and refreshments of the same nature to those provided by the Tenant, subject to the Tenant's right of first refusal to serve such food and refreshment. This right of first refusal shall not extend to weddings, receptions, family gatherings and charitable events. This right of refusal shall in no way interfere with the renting out of Robert Simpson Park;
  - v. Where agreed to in writing by the Landlord and Tenant
  - vi. Special Events operated by the Town of Arnprior that include but are not limited to Priorpalooza, Canada Day and the Dragon Boat Festival
- (g) The Tenant will keep the Concession Stand in a standard of cleanliness acceptable to the Landlord and will fulfill all requirements relating to health, fire and safety regulations in force.
  - (h) The Concession Stand shall be used for selling food stuffs only.
  - (i) It shall be the Tenant's responsibility to ensure the presence of the Tenant or the Tenant's agent to accept deliveries from suppliers.
  - (j) In the case of a special event or tournament, the Concession Stand is to be open one (1) hour in advance of the starting time and shall remain open for one half (1/2) hour after the conclusion of the event. This will be at the discretion of the Director of Recreation Services.
  - (k) The Tenant will display an appropriate commercial license.
  - (l) The Tenant must respect any Contracts that have been made with suppliers.

AND the Tenant covenants not to obstruct or interfere with the rights of the Landlord or other occupants of Robert Simpson Park or in any way injure or annoy them or conflict with any of the rules and regulations of the Board of Health or any Statute or Municipal By-law.

### **3.02 Taxes**

The Tenant shall pay all taxes in respect of the business carried on by the Tenant in and upon or by reason of its occupancy of the Demised Premises.

### **3.03 Insurance**

- (a) The Tenant shall obtain and maintain in force during the term of the Agreement a policy or policies of insurance in form, amount and with insurers satisfactory to the Landlord and underwritten by an insurer licensed to conduct business in the Province of Ontario, for the term herein provided covering the Landlord, as its interest may appear, and covering the Tenant with respect to the following:

- i. Commercial General Liability insurance to a limit of liability not less than two million (\$2,000,000.00) dollars per occurrence, inclusive with an aggregate of not less than five million (\$5,000,000.00); The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:
    - o Non-owned automobile coverage with a limit not less than two million (\$2,000,000.00) and shall include contractual non-owned coverage (SEF 96);
    - o Products and completed operations coverage;
    - o Broad form Property Damage; and
    - o Contractual Liability
  - ii. Insurance for all contents for the full replacement costs on a broad form basis, including all risks direct damage insurance upon its merchandise, stock-in-trade, furniture, plate glass, fixtures and improvements to the full replacement value;
  - iii. Workers' Compensation or similar insurance affording statutory coverage and containing statutory limits, when the Tenant is statutorily so obliged.
- (b) Each insurance policy referred to above shall name the Landlord or anyone designated by the Landlord as additional named insureds, as their interests may appear and will contain, as appropriate, a waiver of rights of subrogation against the Landlord or others designated by the Landlord, against claims by the Tenant as if the Landlord and Tenant were separately insured.
- (c) Each insurance policy will provide that the policy will not be cancelled by the insurer or the insured without first giving the Landlord thirty (30) days notice in writing.
- (d) A certified copy of each policy of insurance will be provided to the Landlord, first on the commencement of the Term herein provided, and next on each anniversary of the said date until the Term has expired and the Tenant has vacated the Demised Premises.
- (e) The Tenant covenants with the said Landlord that its said business to be so carried on in the said building will not be of such a nature as to increase the insurance risk on the Demised Premises or cause the Landlord to pay an increased rate of insurance premiums on the said Demised Premises by reason thereof and it is distinctly understood that in case said business so carried on by the Tenant is or becomes of such a nature to increase the insurance risk, or causes the Landlord and/or other occupants of the buildings to pay an increased rate of insurance premiums, that the Tenant will from time to time pay to the Landlord the increase amount of insurance premiums which the said Landlord and other occupants of the said building have to pay in consequence thereof, provided that the Tenant covenants that it will not carry on or permit to be carried on any business in the said building which may make void or voidable any insurance held by the Landlord or the other occupants of the said building.

### **3.04 Indemnification**

- (a) The Landlord and Tenant covenant and agree that the Landlord shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered or sustained by the Tenant, or any employee, agent or invitee of the Tenant, or any other persons who may be upon the lands and premises or for any loss, theft, damage or injury to any property upon the lands and premises however caused.
- (b) Except for claims arising as a result of the Landlord's negligence or failure to fulfil its obligations set out in this agreement, the Tenant covenants to indemnify the Landlord against all claims including construction lien claims by any person arising from any want of maintenance of the demised lands and premises or anything done or admitted on or in the vicinity of the demised lands and premises or any other thing whatsoever, whether arising from any breach or default or from any negligence by the Tenant, its agents, contractors, employees, invitees or licensees, or from any accident, injury or damage or any other cause whatsoever. This indemnity shall extend to all costs, counsel fees, expenses and liabilities which the Landlord may incur with respect to any such claim.

### **3.05 Repair**

The Tenant shall maintain and repair the Demised Premises, including doors, painting and flooring, and permit the Landlord to enter and view the state of repair, according to notice in writing, and leave the premises in good repair (reasonable wear and tear and damage by fire, lightning and tempest excepted). The state of repair shall, at the Landlord's option, be that state of repair of the Demised Premises which existed at the commencement of the Lease and as provided to the Tenant by the Landlord, or a state of repair which renders the Demised Premises leasable to another tenant by the Landlord. Without limiting the generality of the foregoing, the Tenant shall repair and replace any damage or loss.

### **3.06 Assignment and Subletting**

The Tenant shall not assign or sublet all or part of the Demised Premises without leave of the Landlord, which leave shall not unreasonably be withheld, provided however, that such leave to any assignment or sublease shall not relieve the Tenant from its obligations for the observance and performance of the covenants, terms and conditions of this Lease.

Provided further that:

- (a) If at any time the Tenant proposes to assign or sublet the Demised Premises, it shall send to the Landlord a notice setting forth the name and address of the proposed subtenant and such information as to the nature of its business and its financial responsibility as the Landlord may reasonably require, together with all the terms and conditions of the proposed Assignment or Sublease.
- (b) The Tenant shall pay to the Landlord the sum of \$350.00 as an administrative fee within seven (7) days of the Landlord granting leave to the proposed Assignment or Sublease, otherwise such leave will be void and without effect.
- (c) No such Assignment or Sublease shall be valid unless within seven (7) days after the execution thereof, the Tenant shall deliver to the Landlord:
  - i. a duplicate original of such Sublease duly executed by the Tenant and subtenant; and
  - ii. in the case of any Assignment, an instrument duly executed by the Assignee, in a form satisfactory to the Landlord, wherein such Assignee shall assume the Tenant's obligations for the observance and performance of the covenants, terms and conditions of this Lease.
- (d) The Tenant hereby waives and renounces the benefit of any present or future act of the Legislature of Ontario which would allow the Tenant to assign or sublet this Lease without further leave of the Landlord.

### **3.07 Fixtures**

The Tenant covenants that no fixtures, goods or chattels of any kind will, except in the ordinary course of business, be removed from the Demised Premises during the term hereby demised or at any time thereafter without the written consent of the Landlord, its successors or assigns, being first had and obtained, until all rent in arrears as well as all rent to become due during the remainder of the term hereby granted shall have been fully paid, or the payment thereof secured to the satisfaction of the Landlord or its assigns.

The Tenant further covenants, at the expiration of the term hereby granted, or any renewal thereof, all fixtures shall remain upon the Demised Premises unless specifically excepted herein, and if specifically excepted, they may then be taken down by the Tenant at the Tenant's expense, provided that the Tenant shall make good all damage occasioned to the Demised Premises by the taking down or removal thereof.

### **3.08 Alterations, Partitions, etc.**

The Tenant covenants that if the Tenant shall, during the said term, desire to affix or erect partitions, counters or fixtures in any part of the walls, floors or ceilings of the Demised 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 Demised Premises shall be subject to the following conditions:

- (a) Before undertaking any such alterations, the Tenant shall submit to the Landlord a plan showing the proposed alterations and shall obtain the approval and consent of the Landlord to the same.
- (b) All such alterations shall conform to all Municipal and Building By-laws, if any, then in force affecting the Demised Premises.
- (c) 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.

Except as provided herein, the Tenant will not erect or affix or remove or change the location or style of any partitions or fixtures, without the written consent of the Landlord being first had and obtained.

### **3.09 Rules and Regulations**

The Tenant covenants that the Tenant and its clerks, servants and agents will, at all times during the occupancy of the Demised Premises, observe and conform to such reasonable rules and regulations as shall be made by the Landlord from time to time of which the Tenant shall be notified, such rules and regulations being deemed to be incorporated in and form part of these presents.

### **3.10 Parking**

The Tenant covenants not to permit its employees or agents to park automobiles in the front of the building for extended periods of time so as to reduce the parking space available to customers and invitees of Robert Simpson Park.

### **3.11 Signs**

The Tenant shall, at its own expense, erect and maintain a sign, the description and location of which shall be subject to the approval of the Landlord. No other advertising or identification shall be placed on or in the Demised Premises without the written approval of the Landlord.



## **Landlord Covenants**

### **3.12 Repair**

The Landlord covenants during the term provided for herein, it shall maintain in good order and condition and in a good state of repair, the Common Areas and Facilities of Robert Simpson Park in accordance with first-class practices and standards, having regard to the type and location of Robert Simpson Park as a prudent owner and operator.

### **3.13 Utilities**

The Landlord covenants to equip the Demised Premises with heating and lighting and to provide for all necessary utilities, light, heat and water, as appropriate.

## **ARTICLE IV - DEFAULT, REMEDIES, NOTICE AND TERMINATION**

### **4.01 Force Majeure**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labour troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or doing acts required under the terms of this Lease, then performance of any such act shall be extended for a period equivalent to the period of the delay. The provisions for this clause shall not entitle either party hereto to compensate for any inconvenience, nuisance or discomfort thereby occasioned.

### **4.02 Nonpayment of Rent, Non-performance of Covenants**

In the case of nonpayment of rent or non-performance of covenants of the Tenant for a period of thirty-five (35) days, or in case of the Demised Premises or any part thereof becoming and remaining vacant and unoccupied for a period of thirty-five (35) days, or being used by any other person or persons, or for any other purpose than as provided herein, or cease to be continuously used as provided in this Lease, without the written consent of the Landlord, this Lease shall, at the option of the Landlord, cease and be void and the term hereby created expire and be at an end, anything hereinbefore to the contrary notwithstanding and all Rents shall thereupon become immediately due and payable, and the Landlord may re-enter and take possession of the Demised Premises as though the Tenant or other occupant or occupants of the Demised Premises, were holding over after the expiration of the Term, or in such case, instead of determining this Lease as aforesaid and re-entering upon the Demised Premises, the Landlord may take possession of the Demised Premises, or any part or parts thereof, ad let and manage the same and grant any lease or leases thereof upon such terms as to the Landlord or its assigns may appear to be reasonable, and demand, collect, receive and distrain for all rental which shall become payable in respect thereof, and apply the said rentals after deducting all expenses incurred in connection with the Demised Premises and in the collection of the said Rent, including reasonable commission for the collection thereof, and the management of the Demised premises, to the rent hereby reserved, and the Landlord and its assigns and every such agent acting as aforesaid from time to time, shall in so acting, be the agents of the Tenant,

who alone shall be responsible for their acts, and the Landlord and its assigns shall not be accountable for any monies except those actually received, notwithstanding any act, omission or any default or any such agent acting aforesaid.

#### **4.03 Distress**

Notwithstanding any present or future Act of the Legislature of the Province of Ontario, none of the goods or chattels of the Tenant at any time during the continuance of the Term hereby created, upon the said Demised Premises, shall be exempt from levy by distress for rent in arrears by the Tenant, provided for by the said Section of the said Act, and that upon any claim being made for such exemption by the Tenant or on distress being made by the Landlord, this covenant and the agreement may be pleaded as an estoppel against the Tenant in any action brought to test the right to levying upon any such goods as are named exempted in the said Section, the Tenant waiving as it hereby does, all and every benefit that could or might have accrued to it under and by virtue of the said Section of the said Act for the above covenant.

#### **4.04 Fire**

If during the Term herein or any renewal thereof, the Demised Premises shall be destroyed or damaged by fire or the elements, then the following provisions shall apply:

- (a) If the Demised Premises shall be so badly injured as to be unfit for occupancy, and as to be incapable of being repaired with reasonable diligence within ninety (90) days of the happening of such injury, then the term hereby granted shall cease and be at an end to all intents and purposes from the date of such damage or destruction, and the Tenant shall immediately surrender the same, and yield up possession of the Demised Premises to the Landlord, and the Rent to the time of such surrender shall be apportioned.
- (b) If the Demised Premises shall be capable, with reasonable diligence, of being repaired and rendered fit for occupancy within ninety (90) days of the happening of such injury as aforesaid, and so that at least two (2) months of the Term of this Lease shall remain, and if the damage as such as to render the Demised Premises wholly unfit for occupancy, then the rent hereby reserved shall not run or accrue after such injury, or while the process of repair is going on, and the Landlord shall repair the same with all reasonable speed, and the rent shall recommence immediately after such repairs shall be completed.
- (c) If the Demised Premises shall be capable of being repaired, with reasonable diligence, within ninety (90) days as aforesaid, and if the damage is such that the Demised Premises are capable of being partially used, then until such damage shall have been repaired, the Rent shall abate in the proportion that the part of the Demised Premises rendered unfit for occupancy, bears to the whole of the Demised Premises.

- (d) If the Demised Premises is damaged and there is reasonable doubt as to whether the same can be repaired or rebuilt within ninety (90) days or by two (2) months before the end of the Term, or as to whether the Demised Premises is rendered not reasonably capable of use by the Tenant for the conduct of such use, the doubt shall be settled by the Landlord's Architect and his certificate shall be conclusive.

#### **4.05 Abatement of Rent**

There shall be no abatement from or reduction of Rent due hereunder, nor shall the Tenant be entitled to damages, losses, costs or disbursements from the Landlord during the term hereby created, caused by or on account of fire or the elements (except as above), water, sprinkler systems, partial or temporary failure or stoppage of electricity, power, heat, light, electricity or plumbing service in or to the Demised Premises or building, or by acts of God, strikes, accidents, the making of alterations, repairs, renewals, improvements, failure of supply or equipment, structural changes to the said buildings or the equipment or systems supplying the said services, or from any cause whatsoever, provided that the said failure or stoppage be remedied within a reasonable time. Save as provided hereinbefore, there shall be no abatement.

#### **4.06 Bankruptcy or Insolvency**

If the term hereby granted or the goods and chattels of the Tenant, or any Assignee or Subtenant shall be at any time seized or taken in execution or attachment, or if the Tenant or any such Assignee or Subtenant shall make an assignment for the benefit of creditors or shall become bankrupt or insolvent, or make a proposal to its creditors, or without the consent of the Landlord being first obtained in writing, shall make a sale, under The Bulk Sales Act, in respect of goods on the Demised Premises, or being a company shall become subject to any order relating to the liquidation or winding up, either voluntary or compulsory, the said Term shall immediately become forfeited and void, and an amount equivalent to the next ensuing three (3) months rent shall be at once due and payable, and the Landlord may re-enter and take possession of the Demised Premises as through the Tenant or other occupant or occupants of the Demised Premises was or were holding over after the expiration of the Term without any right whatever.

#### **4.07 Notice to Vacate and Overholding**

Should the Tenant intend to vacate the Demised Premises at the expiration of the Term provided herein or should the Tenant intend to vacate the Demised Premises upon an overholding, the Tenant shall provide the Landlord with six (6) months notice in writing of its intention to vacate, failing which the Tenant shall provide the Landlord with an additional six (6) months Rent and the Tenant hereby expressly waives the provisions of Section 28 of the Landlord and Tenant Act, R.S.O. 1990, Chapter L7 and its amendments thereto. Provided further, that should the Tenant overhold after the expiration of the Term of this Lease and the Landlord thereafter accepts rent for the Demised Premises, the Tenant shall hold the said Premises as a monthly tenant only of the Landlord but subject in all other respects to the terms and conditions of this Lease.

## **4.08 Notices**

Any notice which either of the parties is required or permitted to give to the other pursuant to any provision of this Lease may be delivered by hand or by registered mail to the parties addressed as set out below:

Landlord: Corporation of the Town of Arnprior  
105 Elgin Street West  
Arnprior, Ontario  
K7S 0A8

Tenant: TBD

## **ARTICLE V - GENERAL PROVISIONS**

### **5.01 Subordination**

This Lease is subject and subordinate to all ground or underlying Leases and to all Mortgages (including any Deed of trust and Mortgage securing bonds and all indentures supplemental thereto) which may now or hereafter affect such Lease and the parcel of leasehold land constituted thereby, and to all renewals, modifications, consolidations, replacements and extensions thereof. The Tenant agrees to execute promptly any certificate in confirmation of such subordination as the Landlord may request and hereby constitutes the Landlord, the agent, or attorney of the Tenant for the purpose of executing any such certificate and of making application at any time and from time to time to register postponements of this Lease in favour of any such Mortgage in order to give effect to the foregoing provision of this paragraph. The Tenant further covenants and agrees with the Landlord that the Tenant will not register this Lease in this form in the Registry Office or the Land Titles Office.

### **Interpretation**

- (a) The words importing singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (b) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein, shall be construed to include and shall mean the executors, administrators, successors and/or assigns of the said Landlord and Tenant, respectively, and when there are two (2) or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.
- (c) The provisions of this Lease shall be binding upon the parties, heirs, executors, administrators, successors and assigns as the case may be.

IN WITNESS WHEREOF the parties hereto have executed these presents

**Signed, Sealed and Delivered  
ARNPRIOR**

**CORPORATION OF THE TOWN OF**

**Witness**

**I have authority to bind the Corporation**

**PROPONENT**

**Witness**

**Proponent Signature**

**SCHEDULE "A"**  
**DEMISED PREMISES –**



## SCHEDULE "B"

### REGULAR OPERATING SCHEDULE

1. The **Concession Stand** at Robert Simpson Park shall be open to provide services to the public at minimum between the hours of 12:00 (Noon) to 6:00 p.m. Monday through Sunday beginning June 1st until at least the last day of August, in the year of operation. At the Tenant's discretion the Tenant may provide services beyond these minimum timeframes. Any changes to this schedule shall be subject to approval of the Director of Recreation.
2. In the case of a Special Event, the Concession Stand will be open one (1) hour in advance of the starting time and shall remain open for one half (1/2) hour after the conclusion of the Event. This will be at the discretion of the Director of Recreation.
3. The hours of operation of the **Concession Stand** will be subject to approval of the Landlord. Any changes to this schedule shall be subject to approval of the Landlord.
4. The **Concession Stand** may be closed during slow periods or beach closures subject to approval of the Landlord, which approval will not be unduly withheld.
5. Robert Simpson Park schedules will be copied to the Tenant each month with special event schedules as soon as possible.
6. It is understood that the Tenant is representing the Landlord's interests and shall therefore provide customers and invitees a level of service including but not limited to courtesy and respect customarily provided by a public and municipal corporation.