



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 259-78

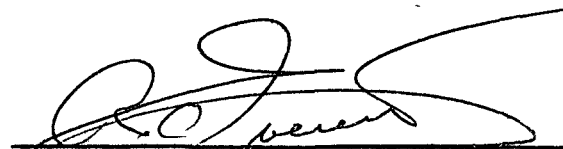
To authorize execution of a lease  
between the Regional Municipality  
of Peel, The Corporation of the  
City of Brampton and the BRAMPTON  
HYDRO-ELECTRIC COMMISSION

The Council of the Corporation of the City of Brampton  
ENACTS as follows:

1. That the Mayor and the Clerk are hereby authorized to execute a lease between the Regional Municipality of Peel, the Corporation of the City of Brampton and Brampton Hydro-Electric Commission, attached hereto as Schedule "A".
2. This by-law shall not come into force and effect until approved by the Ontario Municipal Board.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 23rd day of October, 1978.

  
James E. Archdekin, Mayor

  
R. A. Everett, Acting Clerk

THIS INDENTURE made the 5th day of February, 1978.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the LESSOR

OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF BRAMPTON AND  
BRAMPTON HYDRO-ELECTRIC COMMISSION

hereinafter called the LESSEE

OF THE SECOND PART

WITNESSETH that in consideration of rents, covenants and agreements hereinafter respectively reserved and contained on the part of the said Lessee to be respectively paid, observed and performed, the said Lessor has demised and leased and by these presents DOth demise and LEASE unto the said Lessee ALL THAT messuage or tenement situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton and the County of Peel), and being municipally known as: 50 Main Street South (part of the upper floor area) the leased area being initially 5,500 square feet plus the use of certain commonspace as set out hereinafter.

TO HAVE AND TO HOLD the said demised premises for and during a term of ten (10) years to be computed from the 1st day of October, one thousand nine hundred and seventy-eight, and from thenceforth next ensuing and fully to be completed.

YIELDING AND PAYING therefor yearly and every year during the said term unto the Lessor an annual rental to be calculated as follows and to be paid in advance without deduction in twelve equal monthly instalments on the 1st day of each month in each year during the said term:

The area rented for the Lessee's exclusive use in 50 Main Street South shall be a rental rate of \$2.85 per square foot per annum. The area utilized by the Lessee in common with others shall be a rental rate of \$2.85 per square foot per annum and shall be calculated as follows:

$$\frac{1200 \text{ (total commonspace)}}{15000 \text{ (total rentable space)}} \times \text{exclusive area rented}$$

In addition, the Lessee shall pay an Annual Operating Cost. Each year's operating cost shall be estimated on the basis of the previous year and when the actual cost is calculated at year end, any necessary adjustments shall then be made.

The Annual Operating Cost shall be calculated and paid as follows:

The area rented for the Lessee's exclusive use plus the area utilized by the Lessee in common with others as calculated above initially at \$3.15 per square foot per annum provided that the said cost shall be adjusted annually in the event and to the extent that the Annual Operating Cost to the Lessor of the complex, the floor area rented by the Lessee, the floor area of the complex or the 1200 square feet commonspace within the building varies. Payment of the Annual Operating Cost shall be made in twelve estimated monthly instalments in advance.

It is understood that the complex is the cluster of buildings located at the southeasterly corner of Wellington and Main Streets in the City of Brampton owned by the Lessor.

Commonspace shall mean those areas within the said premises to which each tenant has equal access and/or equal use and shall include common hallways, stairwells, public washrooms, janitorial space, utilities spaces, etc. The Lessee agrees to pay a percentage of the per square foot rent and operating cost of commonspace within the building as aforementioned to be determined annually in accordance with the floor area occupied by the Lessee that year.

For the purpose of the lease "Annual Operating Cost" shall mean the annual cost to the Lessor of providing heat, light, electricity, management staff, air conditioning, insurance, janitorial services, maintenance to the grounds, repairs, decoration, security and supervision to the complex. The anticipated 1978 annual operating cost is appended as Schedule "A" hereto. Should municipal taxes become payable by the Region at any time during the term of this lease, the said taxes shall be included as an additional amount in the operating cost. The Lessor agrees to providing a full statement, with supporting records if requested, showing the calculation of the operating cost for each year.

THE SAID Lessee CONVENANTS with the said Lessor to pay rent AND will not assign or sublet without leave.

AND that it will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

PROVIDED that the Lessee may remove its fixtures.

PROVIDED that the Lessee shall have the right from time to time to request alterations and changes in the interior of the premises as it may find necessary to carry on its business as set out herein and at its own expense, including but without limiting the generality of the foregoing the erection of partitions and installation of lighting fixtures, provided consent of Lessor is first obtained which consent may not be unreasonably or arbitrarily withheld, and provided that such alterations do not cause irreparable damage to the premises and that such alterations shall be done and made in a good and workmanlike manner.

PROVIDED that the Lessor grants to the Lessee the exclusive option during the term of this lease, to rent from time to time all or any part of the remaining space on the said second floor on the same terms and conditions herein subject to 90 days notice.

PROVIDED that in the event of fire, lightning or tempest, rent shall cease until the premises are rebuilt. The Lessor agrees to carry normal insurance.

PROVIDED that the Lessee shall have the right to install and maintain a computer but that the electrical service and climate control related thereto shall be its expense and responsibility. Removal of same at the termination of the lease shall be done in a good and workmanlike manner.

PROVIDED that the Lessee shall have the right to five free parking spaces on the rear lot plus an additional five free spaces by the end of 1980 and to whatever additional parking spaces that can be provided over the period of the lease with rates to be negotiated at that time if deemed appropriate.

PROVIDED that the Lessee shall have the option to renew this lease for a further term of five (5) years on the understanding that unless notice is given otherwise by the Lessee to the Lessor by the 30th day of September, 1988, this lease shall automatically be extended under the above noted option to 30th day of September, 1993.

PROVIDED that the rent and operating cost shall include what furniture and fixtures were in and on the premises on the first day of October, 1978.

PROVIDED that should the Lessee hold over after the expiration of this lease and any renewals, the over holding shall be on the basis of tenancy from month to month subject in all other respects to the terms and conditions of this lease.

PROVISO for re-entry by the said Lessor on non-payment of rent, or non-performance of covenants.

THE said Lessor COVENANTS with the said Lessee for quiet enjoyment.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND )  
DELIVERED in the )  
presence of )

THE REGIONAL MUNICIPALITY OF PEEL

*L.H. Parsons*

CHAIRMAN

*Richard [unclear]*

CLERK

THE CORPORATION OF THE CITY OF BRAMPTON

BRAMPTON HYDRO-ELECTRIC COMMISSION

*Peter Robertson*  
of Mayor

*[Signature]*  
Chairman

*[Signature]*  
of Clerk

*[Signature]*  
Manager

AUTHORIZATION BY-LAW  
NUMBER.....*149-74*.....  
PASSED BY THE REGIONAL  
COUNCIL ON THE.....*10*.....  
DAY OF *October*..... 19*74*....

SCHEDULE "A"

Estimated Per Square Foot Annual Operating Cost (1978)

Salaries/Wages/Supervision	\$1.93
Water	\$ .03
Hydro	\$ .20
Fuel	\$ .23
Property Maintenance	\$ .10
Insurance	\$ .21
Building Maintenance and Contribution to Equipment Reserve Fund	\$ .39
Supplies, Storage, Travelling, Telephone, etc.	<u>\$ .07</u>
	\$3.16

PASSED October 23 1978

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ELECTRIC COMMISSION