

**The Corporation of the Township of Southgate**

**By-law Number 2021-147**

**being a by-law to authorize a lease amending agreement between  
Bell Mobility Inc. and The Corporation of the Township of Southgate**

**Whereas** the Municipal Act, 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

**Whereas** Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

**Whereas** Section 9 of the Municipal Act, 2001, Chapter 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** it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into an amending agreement with Bell Mobility Inc.,

**Now therefore be it resolved that** the Council of the Corporation of the Township of Southgate enacts as follows:

1. **That** the amending agreement between Bell Mobility Inc. and The Corporation of the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the Chief Administrative Officer is authorized to sign the agreement on behalf of the Township of Southgate; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**Read a first, second and third time and finally passed this 6<sup>th</sup> day of  
October, 2021.**

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John Woodbury – Mayor

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Lindsey Green – Clerk

**LEASE AMENDING AGREEMENT W3858**

**THIS AGREEMENT** is made as of the 15th, day of September 2021

**B E T W E E N:**

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**

(hereinafter called the "Landlord")

OF THE FIRST PART

- and -

**BELL MOBILITY INC.**

(hereinafter called the "Tenant")

OF THE SECOND PART

**RECITALS**

- A. The Landlord and Bell Mobility Inc., (the "Tenant"), entered into a Lease Agreement dated the 1<sup>st</sup> day of November 2011, (the "Original Lease"), with respect to certain real property known as 85 Dundalk Street, Dunhalk, Ontario (the "Property"), all as more particularly described in the Lease, commencing July 1, 2012, and ending June 30, 2017;
- B. The Original Lease, this First Lease Amendment shall hereinafter be referred to collectively as the "Lease";
- C. By way of an automatic Renewal, the Tenant exercised the First Option, and the Lease was extended for a further term of five (5) years commencing on July 1, 2017 and ending on June 30, 2022;
- D. By way of a Lease Renewal Notice, dated August 16, 2021, the Tenant exercised the Second Option, and the Lease is extended for a further term of five (5) years commencing on July 1, 2022 and ending on June 30, 2027.
- E. By way of a Lease Confirming and Amending agreement dated January 24<sup>th</sup>, 2013, the Landlord and

**NOW THEREFORE** in consideration of the covenants, terms and conditions contained herein the Tenant and the Landlord agree the Lease is hereby amended as follows:

- 1 The Parties hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and fact.

2 From and after the execution of this agreement, the Lease shall be amended as follows:

- a) Schedule "B" of the Lease is removed and replaced with Schedule "B1" attached herein;
  - b) For the Tenants right to expand the leased premises, as per Schedule "B1" the Tenant will pay the Landlord an increase in rent in the amount of One Thousand Dollars (\$1,000.00), paid annually until the end of the Lease. The increase in rent will commence upon the start of construction.
3. Except where inconsistent with the foregoing provisions of this Agreement, all of the provisions of the Lease shall apply, mutatis mutandis, to this Agreement. The parties hereto acknowledge, confirm and agree that in all other respects the terms and conditions of the Lease remain in full force and effect, unchanged and unmodified, except in accordance with this Agreement.
  4. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective successors and their permitted assigns.
  5. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
  6. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.

**IN WITNESS WHEREOF** the parties have duly executed this Agreement as of the date written above.

**THE CORPORATION OF THE TOWNSHIP OF  
SOUTHGARE**

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

**BELL MOBILITY INC.**

Per: \_\_\_\_\_  
Name:  
Title:

I have authority to bind the corporation.

TOR01: 53397

SCHEDULE “B1”

1	NEW SHELTER AND COMPOUND EXTENSION	2021-09-14	MN
0	ISSUED FOR CONSTRUCTION	2021-06-17	MN
REV.	DESCRIPTION	DATE	BY
SITE: DUNDALK, ONTARIO		SCALE:	
DATE: 2021-06-17		DRAWN BY:	
CODE: W3858		CHECKED BY:	SA
DRAWING TITLE: LIST OF DRAWINGS		PROJECT:	21C-2075
		DRAWING No:	W3858-0





