

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW NO. 3-2011

Being a By-law authorizing the Mayor and Clerk to enter into an Agreement with John Ivanisko and Steve Ivanisko to extend the Lease of O.P.P. Cottam location, 116 County Road 34

WHEREAS Section 8 of the *Municipal Act, 2001*, S.O. c. 25 confers natural person powers on municipalities which include the power to enter into agreements with individuals and corporations.

WHEREAS the Council of The Corporation of the Town of Kingsville passed By-law No. 20-2001 authorizing the entering into of a Lease Agreement with John Ivanisko and Steve Ivanisko for the premises known municipally as 116 County Road 34, in the Town of Kingsville.

AND WHEREAS the parties have agreed to extend the Lease Agreement for a term of three years to December 31, 2014.

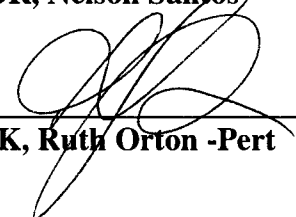
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. **THAT** the Municipality enters into and executes with John Ivanisko and Steve Ivanisko an Agreement shown as Schedule "A" attached to this By-law;
2. **THAT** the Mayor and Clerk are hereby authorized and directed to execute the Agreement hereto attached as Schedule "A" on behalf of The Corporation of the Town of Kingsville.
3. **THAT** where the provisions of any other by-law 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 ENACTED THIS 17th DAY OF JANUARY, 2011.



MAYOR, Nelson Santos



CLERK, Ruth Orton -Pert

Schedule "A" to By-law 3-2011 of The Corporation
of the Town of Kingsville

THIS AGREEMENT effective as of the 1st day of January, 2011.

B E T W E E N:

JOHN IVANISKO AND STEVE IVANISKO

(together the "Landlord")

-AND-

THE CORPORATION OF THE TOWN OF KINGSVILLE

(the "Tenant")

WHEREAS:

1. The Landlords leased to the Tenant certain premises located at 116 County Road 34, Cottam, Ontario pursuant to a Lease Agreement dated the 1st day of January, 2001 and extensions thereto (collectively the "Lease Agreement"), a copy of which is attached hereto as Schedule A and the term was to expire on December 31, 2010.
2. The parties have agreed to extend the terms, covenants and conditions of the Lease Agreement on the terms set out in this Agreement.

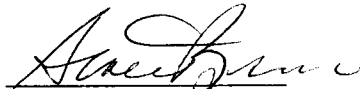
NOW THEREFORE WITNESSETH THAT in consideration of the mutual covenants and obligations set forth and of the payment of Two (\$2.00) Dollars, the one to the other (the sufficiency and receipt of which is hereby acknowledged), the parties hereto covenant and agree as follows:

1. The recitals as set out above are true in substance and in fact.
2. The Lease Agreement is extended for a further term of three (3) years commencing January 1, 2011 and ending on December 31st, 2014.
3. The Tenant shall pay to the Landlord the sum of Five Hundred Dollars (\$500.00) per month in advance commencing on the first day of January 2011 and continuing

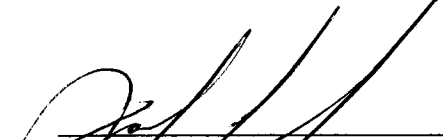
monthly thereafter until the expiration of the term. The aforesaid monthly payments are inclusive of all applicable taxes, including HST, and utilities except telephone.


4. The parties confirm that in all other respects the terms, covenants and conditions of the Lease Agreement remain unchanged and in full force and effect, except as modified by this Agreement. It is understood and agreed that all terms and expressions when used in this Agreement shall, unless a contrary intention is expressed herein, have the same meanings as ascribed to them in the Lease Agreement.
5. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, successors and permitted assigns as the case may be.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the 17 day of January 2011.



Witness


Witness


John Ivanisko


Steve Ivanisko

**THE CORPORATION OF THE TOWN
OF KINGSVILLE**

Per: 
Mayor, Nelson Santos

Per: 
Clerk, Ruth Orton-Pert

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 76- 2007

*Being a by-law to Amend By-law 20-2001
authorizing the Mayor and Clerk
to enter into a Commercial Lease
Agreement with John Ivanisko and Steve
Ivanisko
(OPP Cottam Location, 116 County Rd. 34)*

WHEREAS the Council of The Corporation of the Town of Kingsville passed By-law 20-2001 to enter into a Commercial Lease Agreement with John Ivanisko and Steve Ivanisko for the premises known municipally as 116 County Road 34, in the Town of Kingsville;

AND WHEREAS the Council of The Corporation of the Town of Kingsville has agreed to renew the existing lease arrangement of the Cottam O.P.P. sub-station with the same terms and conditions, save and except the monthly rent payable and the term of the Lease;

AND WHEREAS this location will be used as the store front for the O.P.P. substation.

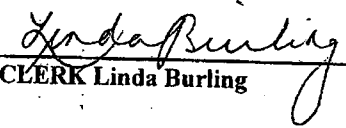
NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. **THAT** the Commercial Lease Agreement shown as Schedule "A" to By-law 20-2001 be amended to change the monthly rent payable by the Municipality to Four Hundred and Seventy-five (\$475.00) Dollars.
2. **THAT** the Commercial Lease Agreement shown as Schedule "A" to By-law 20-2001 be amended to change the term of the lease from August 1, 2007 until December 1, 2010.
3. **THAT** all other terms set out in By-law 20-2001 and any amendments thereto for The Corporation of the Town of Kingsville shall remain in full force and effect;
4. **THAT** this By-law shall come into force and effect upon third reading and being finally passed.

READ a FIRST and SECOND time this 13th day of August, 2007.

READ a THIRD time and FINALLY PASSED this 13th day of August, 2007.


MAYOR Nelson Santos


CLERK Linda Burling

**AMENDED BY
BY-LAW 76-2007**

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 20 - 2001

*Being a by-law authorizing the
Mayor and Clerk
to enter into a lease agreement with
John Ivanisko and Steve Ivanisko
(OPP Cottam Location, 116 Talbot)*

WHEREAS the Corporation of the Town of Kingsville deems it expedient for the Mayor and Clerk enter into a lease agreement with John Ivanisko and Steve Ivanisko from January 1, 2001 until December 31, 2003 unless the Town extends the renewal;

AND WHEREAS as this lease agreement will grant the Town the premises known as 116 Talbot (County Road 34), in the Town of Kingsville, consisting of five rooms;

AND WHEREAS this location will be used as the storefront for the Ontario Provincial Police's substation.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. **THAT** the Municipality enters into and executes with the John Ivanisko and Steve Ivanisko a lease agreement shown as Schedule "A" attached to this By-law.
2. **THAT** the Mayor and the Clerk are hereby authorized and directed to execute this agreement hereto attached as Schedule "A" on behalf of the Corporation of the Town of Kingsville.
3. **THAT** this by-law shall come into force and effect upon third reading and being finally passed.

READ a FIRST and SECOND time this 29th day of January 2001.

READ a THIRD and FINALLY PASSED this 29th day of January 2001.

**THE CORPORATION OF THE
TOWN OF KINGSVILLE**


MAYOR Patrick M. O'Neil

CLERK Victoria Sim

THIS INDENTURE made the 1st day of January, 2001

In Pursuance of the Short Forms of Leases Act

B E T W E E N:

**JOHN IVANISKO AND STEVE IVANISKO
(Hereinafter called the "Landlords")
OF THE FIRST PART**

-AND-

**THE CORPORATION OF THE TOWN OF KINGSVILLE
(Hereinafter called the "Tenant")
OF THE SECOND PART**

The Landlords and Tenant hereby agree as follows:

1. The Landlords grant to the Tenant a Lease of the premises known municipally as 116 Talbot (County Road 34), in the Town of Kingsville consisting of five rooms (front office area and back kitchen area).
2. The term of this Lease commences on the 1st day of January, 2001 and ends on the 31st day of December, 2003.

If the Tenant continues in occupation of the premises with the consent of the Landlords after expiry of the term of this Lease, the Tenant shall be deemed to be leasing the premises on a month to month basis, but otherwise on the same terms as set out in this Lease.

3. The Tenant may use the premises for a storefront police substation and for no other purpose.
4. (a) The Tenant shall pay to the Landlords in lawful money of Canada, the sum of Four Hundred (\$400.00) Dollars per month in advance commencing on the first day of January, 2001 and continuing monthly thereafter until the expiration of the term. The last monthly payment in the term will be December 1st, 2003. The aforesaid monthly payments are inclusive of all applicable taxes and utilities except telephone.

(b) If not in default under this Lease, the Tenant shall have the right to renew this Lease for a further term of three (3) years exercisable by giving written notice of renewal to the Landlords in the six month period immediately before the expiry of

the original fixed term of this Lease. The renewed Lease is granted on the same terms as set out in this Lease except as to base rent.

- (c) The Landlords covenant with the Tenant that so long as the Tenant complies with the terms of this Lease, the Tenant may occupy and enjoy the premises without any interruption from the Landlords.

- 5 (a) The Landlords shall, at their expense, be responsible for all interior renovations to the rented premises to the satisfaction of the Tenant and/or the Kingsville O.P.P. as may be required by the Kingsville O.P.P. to be in a position to operate a storefront police substation therefrom. The Landlords shall then be responsible to provide the continued maintenance and repair of the said interior renovations as may be deemed to be required from time to time by the Tenant and/or the Kingsville O.P.P.

- (b) The Landlords shall, at their expense, be responsible for the continued maintenance and repair of any and all aspects of the exterior of the subject premises.

- (c) The Landlords shall take the necessary steps to insure, at their expense, the subject building and appurtenances thereto against any and all loss from any cause whatsoever, and without limiting the generality of the foregoing, shall include a loss of fire, the elements or explosion, for its full insurable value.

- (d) The Landlords shall be responsible for the cost of all utilities consumed in the subject building except telephone but including hydro, water, and gas supplied to the rented premises.

6. The following services and expenses are the sole responsibility and expense of the Tenant:

- (a) The Tenant shall be responsible for the cost of installing its telephone and any telephone charges in connection therewith.
- (b) The Tenant shall provide, at its expense any janitorial services and supplies that may be required for the appropriate upkeep and maintenance of the interior of the rented premises.
- (c) The Tenant shall take the necessary steps to obtain insurance coverage, at its expense, on the contents of the storefront police substation, and for the public liability with regard to the use of the rented premises.

7. The Tenant may not assign or sublet the premises, in whole or in part, or allow the premises to be used by any other person or entity without the written consent of the Landlords, which consent may not be unreasonably withheld.
8. The Tenant shall keep the premises in a reasonable state of repair and cleanliness and shall not make improvements or alterations to the premises without the written consent of the Landlords, which consent shall not be unreasonably withheld.
9. At the end of the Lease, the Tenant shall deliver vacant possession to the Landlords of the premises in the same condition as at the commencement of the Lease, reasonable wear and tear excepted and except that the Landlords may, in the Landlords' sole discretion, elect to keep any of the Tenant's improvements, alterations, or fixtures.
10. Any written notice required or permitted to be given by this Lease is sufficiently given if sent in proper form by ordinary mail to the last known address of the party for whom the notice is intended. Any written notice sent by ordinary mail in accordance with this paragraph is deemed, for the purposes of this Lease, received by the addressee on the seventh (7th) day after mailing unless actually received before. Nothing in this paragraph prevents giving written notice in any other manner recognized by law.
11. This Agreement may be amended with regard to any one or more of the terms herein in writing duly executed by both parties.
12. The Landlords may terminate this Lease for any one of the following causes:
 - (a) sixty (60) days' arrears of rent provided that whether written notice of any arrears is given to the Tenant in a timely fashion;
 - (b) the bankruptcy or insolvency of the Tenant;
 - (c) a material change in the use of the premises by the Tenant, and in particular (without limiting the generality of this provision), any changes that affect the Landlords' building insurance or that constitute a nuisance;
 - (d) any unauthorized assignment or subletting of this lease by the Tenant;
13. In this Lease, words importing the singular include the plural, and vice versa, and words importing the masculine gender include the feminine, and words importing an

individual include a corporation and vice versa. This Lease binds and benefits the parties and their respective heirs, administrators, successors and permitted assigns.

14. Additional provisions are herewith attached as Schedule "A" and form part of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed these presents.

SIGNED, SEAL AND DELIVERED
In the presence of

Witness

Witness

John Avramis

(the Landlords)

THE CORPORATION OF THE
TOWN OF KINGSVILLE

Per: _____

Per: *21* _____

(the Tenant)

We have authority to bind the
Corporation.

SCHEDULE 'A' TO COMMERCIAL LEASE

ADDITIONAL PROVISIONS

In addition to any other provisions of this Lease, the parties hereto agree as follows:

1. It is expressly agreed that if, during the term hereof, the premises shall be damaged by fire, lightning, tempest, impact of aircraft, Acts of God, riots, insurrections, explosives or similar cause(s), the following provisions shall have effect:
 - (a) If the premises are rendered partially unfit for occupancy by the Tenant, the rent hereby reserved shall abate in part only in the proportion of the part of the premises so rendered unfit is of the whole of the premises until the premises have been repaired or restored.
 - (b) If the premises are rendered wholly unfit for occupancy by the Tenant, the rent hereby reserved shall be suspended until the premises have been repaired or restored.
 - (c) Notwithstanding the provisions of clause (a) of this proviso, if the premises shall be incapable of being repaired or restored with reasonable diligence within sixty (60) days of the happening of the damage, the Landlords or the Tenant may at their/its option, terminate this Lease by notice in writing to the other given within thirty (30) days of the date of the damage, and if such notice is given, this Lease shall cease and become null and void from the date of the damage, and the Tenant shall immediately surrender the premises and all its interest therein to the Landlords and the rent shall be apportioned and shall be payable by the Tenant only to the date of such damage, and the Landlords may enter and repossess the premises.
 - (d) If the premises are capable with reasonable diligence of being repaired or restored within 60 days of the happening of such damage, then the Landlords shall restore or repair the premises with all speed within said sixty (60) day timeframe.