



County of
Essex

Corporation of the County of Essex

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Office of the Director of Council Services/Clerk

Mary S. Brennan

December 22, 2016

Jennifer Astrologo
Clerk
Town of Kingsville
2021 Division Road North
Kingsville, Ontario
N9Y 2Y9

Dear Ms. Astrologo:

Re: Amendment Agreement

Attached is a certified copy of By-law 58-2016 and two executed copies of the Agreement Amending the Emergency Medical Services Station Lease Agreement between the County of Essex and the Town of Kingsville which was passed by County Council at the December 21, 2016 meeting.

Please sign both copies of the agreement where indicated, retain one copy for your files and return the second original fully executed copy to my attention at the address above.

Yours truly,

A handwritten signature in blue ink that reads "Mary Brennan".

Mary S. Brennan, BA, CMO
Director of Council Services/Clerk

Attachment



The Corporation of the County of Essex

By-Law Number 58-2016

A By-law to Authorize the Execution of an Agreement Amending the Emergency Medical Services Station Lease Agreement between the Corporation of the Town of Kingsville and the Corporation of the County of Essex

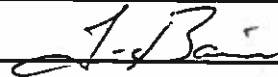
Whereas The Corporation of the County of Essex entered into a Lease Agreement for the period January 1, 2005 to December 31, 2016 for the use of a portion of the fire station located at 1720 Division Road North, in the Town of Kingsville, for an Emergency Medical Services Station, which lease was authorized by By-law #23-2009;

And Whereas the parties wish to amend Subsection 2(1) of the Lease, to reflect an increase in the quarterly lease installment from \$2,800 to \$3,100 per quarter (plus applicable taxes), commencing on January 1, 2017 to December 31, 2017.

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) That the Warden and the Clerk be and they are hereby authorized to execute the Amending Agreement between the Corporation of the County of Essex and the Corporation of the Town of Kingsville, a copy of which is attached hereto and affix the Corporate Seal thereto.
- 2) This By-law shall come into force and take effect after the final passing.

Read a first, second and third time and Finally Passed this 21st, day of December, 2016.



Tom Bain, Warden



Mary S. Brennan, Clerk

Clerk's Certificate

I, Mary S. Brennan, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, in PDF format, of **By-law Number 58-2016** passed by the Council of the said Corporation on the **21st**, day of **December, 2016**.



Mary S. Brennan, Clerk
Corporation of the County of Essex

EMERGENCY MEDICAL SERVICES STATION LEASE

In pursuance of the Short Forms of Leases Act, R.S.O. 1990, c. S.11, and dated this day
21st of December, 2016.

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE
hereinafter called "the Town"

OF THE FIRST PART

- and -

THE CORPORATION OF THE COUNTY OF ESSEX
hereinafter called "the County"

OF THE SECOND PART

WHEREAS the Town is the owner of the lands municipally known as 1720 Division Road North, in the Town of Kingsville, together with all buildings and structures erected thereon;

AND WHEREAS the Town has agreed to lease a portion of the fire station located at 1720 Division Road North, in the Town of Kingsville, to the County for use as an emergency medical services station on the terms and conditions hereinafter set out;

IN CONSIDERATION OF the rents, covenants and agreements reserved and contained on the part of the County to be paid, observed and performed, the Town and the County agree one with the other as follows:

1. Premises

(1) The Town doth demise and lease unto the County and the County doth lease and take from the Town, that portion of the fire station located at 1720 Division Road North, Kingsville, containing 1,290 square feet of usable floor area for the purpose operating an emergency medical services station. The leased premises are shown in bold outline on a floor plan sketch of the said fire station attached hereto as Schedule "A".

(2) To have and to hold the demised premises for a term of one (1) years commencing on January 1, 2017 and terminating on December 31 , 2017 subject to the right of termination as set out in clause 5.

2. Rents

(1) Yielding and paying for the each year of the term unto the Town the sum of \$3,100.00 (inclusive of HST) per quarter, payable on March 31, June 30, September 30 and December 15, 2017..

(2) The parties acknowledge that it was the intention of the County to repay the Town for the approximate capital costs incurred by the Town (without interest) in the construction of this emergency medical services station as an addition to the fire station. It is further acknowledged by the Town that upon completion of the payment of the approximate capital cost over a term of twelve (12) years (ending in December of 2017), the capital costs for the construction of this emergency medical services station shall be considered to have been repaid in full. As a result, at the end of the term of this Lease, the parties agree to negotiate a reduction in the rental rate for the demised premises that will be satisfactory to both parties at that time.

(3) The Town agrees to provide, throughout the term of this Lease, such utilities as the County may reasonably require including water, gas, electric power or energy, steam or hot water; but the Town shall not be liable for the failure to provide such utilities when such failure is beyond the Town's control. The Town acknowledges that the costs of these services shall be included in the rental rate as a set out in clause (1) above.

3. Other Facilities

(1) The Town acknowledges that there is only one washroom and shower facility located within the demised premises. In the event the County deems it necessary or appropriate to provide a second washroom and/or shower facility for its employees, servants or agents, the Town shall permit access for such purposes to a second such facility within the remaining portion of fire station, at no additional cost to the County.

(2) The Town hereby agrees that the training room located in the fire station may be used by the County, its employees, servants and agents, at no additional cost to the

County. However, it is understood and agreed by the County that the employees of the fire department of the Town shall have the first right of access to this training room. In the event any difficulties arise in sharing the use of this training room, the Town reserves the right to restrict the use of the room by the County to specifically scheduled times, or to revoke all permission to use the room.

4. Overholding by the County

In the event that the Town permits the County to remain in occupation of the premises without objection by the Town after the expiration of the term and any extension or extensions thereof, the County shall be deemed to be a tenant from month to month at a monthly rental rate equal to one-twelfth of the annual rental calculated in accordance with clause 2, and otherwise upon and subject to all covenants and agreements of this Lease applicable to a monthly tenancy.

5. Right of Termination

If either party wishes to terminate this Lease, then it shall have the right to so terminate this Lease upon giving the other party at least 12 months written notice of its desire to do so.

6. Parking

The County shall be entitled to the use of four (4) parking spaces on the lands upon which the demised premises are located, such spaces to be assigned by the Town to the County.

7. Payment of Rent

The County covenants with the Town to pay the rent.

8. Quiet Enjoyment

The Town covenants with the County for quiet enjoyment.

9. Assignment

The Town and the County covenant and agree that the County shall not at any time assign this Lease or sublet any part or parts of the premises without the written consent of the Town, which consent shall not be unreasonably withheld, and in the event of any such assignment or subletting, the County agrees that it will provide the Town with a true copy of the instrument of assignment or subletting.

10. County's Default

This Lease confirms the right of re-entry by the Town on non-payment of rent or non-performance of covenants by the County.

11. Liability and Indemnity

(1) The Town and the County covenant and agree that the Town 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 County, or any employee, agent or invitee of the County, 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.

(2) The Town and the County covenant and agree that the County 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 Town, or any employee, agent or invitee of the Town, 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.

(3) With the exception of claims arising as a result of the Town's negligence or arising as a result of the Town's failure to fulfil its obligations set out in this Lease, the County covenants to indemnify the Town against all claims, including construction lien claims, by any person arising from any want of maintenance thereof 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 County, its agents, contractors, employees, invitees or licensees, or from any accident, injury or damage or any other cause whatsoever, and such indemnity shall extend to all costs, expenses and liabilities which the Town may incur with respect to any such claim.

12. Insurance

(1) The Town shall insure the building and premises against insurable risks.

(2) The County shall be responsible for placing insurance upon the contents of the demised premises.

(3) The County agrees to provide by way of comprehensive public liability insurance pertaining to the demised premises in a minimum amount of \$2,000,000.00, with the Town as an additional named insured and a provision for cross-liability under the

insurance policy and to furnish the Town with an updated certificate of insurance throughout the term.

13. Repairs by the County

(1) The County covenants with the Town:

- (a) to repair the premises (reasonable wear and tear, and damage by fire, lightning and tempest only excepted);
- (b) that the Town may enter the premises and view the state of repair on reasonable written notice and during business hours;
- (c) that the County will repair the premises according to notice in writing from the Town (reasonable wear and tear and damage by fire, lightning and tempest only excepted), and
- (d) that the County will leave the premises in good repair (reasonable wear and tear and damage by fire, lightning and tempest only excepted).

14. Maintenance and Repair by the Town

(1) The Town shall be responsible to maintain and repair the exterior of the demised premises and any common internal areas.

(2) It is understood and agreed that, notwithstanding the other provisions of this Lease, if the building is damaged or destroyed by fire, lightning or tempest or by other casualty against which the Town is insured, so as to render the demised premises unfit for the purpose of the County or incapable of access, the rent hereby reserved or a proportionate part thereof, according to the nature of the damage to the demised premises, shall abate until the demised premises are rebuilt. The Town agrees that it will with reasonable diligence repair the demised premises and make the same capable of access, unless this Lease is terminated as hereinafter provided. If the demised premises are damaged or destroyed by any cause whatsoever such that in the opinion of the architects of the Town the demised premises cannot be rebuilt or made fit for the purposes of the County within 180 days of the damage or destruction, the Town instead of making the demised premises fit for the County may at its option terminate this Lease by giving notice of termination to the County within 90 days after such damage or destruction. Thereupon the rent and any other payment for which the County is liable under this Lease shall be apportioned and paid to the date of such damage and the County shall immediately deliver up possession of the demised premises to the Town.

15. Alterations, Partitions, Improvements

(1) If the County during the term of this Lease or any renewal thereof desires 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 County's rights to make such alterations to the demised premises shall be subject to the conditions contained herein.

(2) Before undertaking any such alterations, the County shall submit to the Town a plan showing the proposed alterations and shall obtain the written approval and consent of the Town.

(3) All such alterations shall conform to all building regulations then in force affecting the demised premises.

(4) Such alterations will not be of such kind or extent so as to in any manner weaken the structure of the building after the alterations are completed or reduce the value of the building or interfere with the use and enjoyment of the demised premises by the Town.

(5) Except as provided in this clause, the County will not erect or remove or change the location or style of any partitions or fixtures without the written consent of the Town being first had and obtained.

(6) At the expiration of the term hereby granted or any renewal thereof, the County shall have the right to remove its fixtures (but not the leasehold or structure improvements which shall remain the property of the Town) provided the County makes good all damage occasioned to the demised premises by the taking down or removal thereof.

(7) In the event the County requires additional space to operate the emergency medical services station, the Town agrees to review those requirements with the County and to consider negotiating the terms of either leasing additional space to the County or to constructing an addition onto the demised premises in consultation with the County.

16. Termination

It is mutually agreed that if the County defaults in any payment of rent when due or in performing any of the terms, covenants or provisions of this Lease, the Town may forward notice in writing of such default to the County. Failure of the County to cure such default to the satisfaction of the Town within 60 days after the date of receipt of such notice shall, at the

option of the Town, work as a forfeiture of the Lease and shall give the Town the right, at its option, to treat this Lease as cancelled and terminated. The term and estate vested in the County, as well as all other rights of the County under this Lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this Lease had expired, and the Town may enter in and take possession of the demised premises.

17. Notice

Any notice to be given pursuant to this Lease shall be sufficiently given if served personally upon the party or an officer of the party for whom it is intended, or mailed, prepaid and registered, in the case of the Town addressed to it in care of the Director of Corporate Services of the Town at 2021 Division Road North, Kingsville, Ontario N9Y 2Y9, and, in the case of the County addressed to it in care of the Clerk of the County at 360 Fairview Avenue West, Suite 202, Essex, Ontario N8M 1Y6, or such other address as the parties may designate by notice in writing. The date of receipt of any such notice shall be deemed to be the date of delivery, if such notice is served personally or, if mailed, 3 days after such mailing.

18. Time of Essence

Time shall be of the essence, save as otherwise provided in this Lease.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested to by the hands of their respective officers duly authorized in that behalf.

THE CORPORATION OF THE TOWN OF KINGSVILLE

MAYOR – NELSON SANTOS

CLERK – JENNIFER ASTROLOGO

THE CORPORATION OF THE COUNTY OF ESSEX



WARDEN – TOM BAIN - COUNTY OF ESSEX



CLERK – MARY BRENNAN - COUNTY OF ESSEX

SCHEDULE "A"

KINGSVILLE E.M.S. BASE
1720 DIVISION RD. N

DISTANCES ARE ACTUAL
INTEGRAL WALL
MEASURE

DRAWING NOT TO SCALE

