

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2001-06**

**A By-law authorizing a Lease Agreement between the Corporation of the Town of Amherstburg and The Essex Power Services Corporation for the use of a portion of the former Amherstburg Hydro Electric Commission Building, being Part of Lots 31 and 32, Plan 240.**

**WHEREAS** the Corporation of the Town of Amherstburg is desirous of leasing out a portion of the former Amherstburg Hydro Electric Commission Building, being Part of Lots 31 and 32, Plan 240 and more specifically, Part 1, Plan 12R-5410.

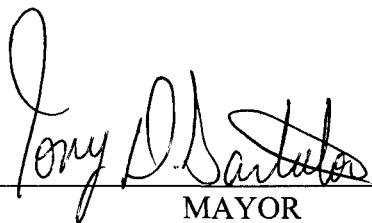
**WHEREAS** the Essex Power Services Corporation has made proposal to the Town of Amherstburg to lease the premises for the purpose of operating a works yard; and

**WHEREAS** the parties are desirous of entering into a lease agreement.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION**

**OF THE TOWN OF AMHERSTBURG ENACTS AS FOLLOWS:**

1. That the Corporation of the Town of Amherstburg enter into a lease agreement with The Essex Power Services Corporation which is attached as Schedule "A" to this by-law and forms part of this by-law.
2. That the Mayor and Clerk be authorized to sign the lease agreement between the Corporation of the Town of Amherstburg and The Essex Power Services Corporation.
3. That this by-law shall come into force and take effect on the final passing thereof.

  
MAYOR

  
CLERK

1<sup>st</sup> Reading: February 12, 2001

2<sup>nd</sup> Reading: February 12, 2001

3<sup>rd</sup> Reading: February 12, 2001

**THIS LEASE AGREEMENT** made

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

Hereinafter the "Landlord"

of the FIRST PART;

- and -

**THE ESSEX POWER SERVICES CORPORATION**

Hereinafter the "Tenant"

of the SECOND PART;

**WHEREAS** the Landlord is the owner of the building and lands at 211 Sandwich St. South, Amherstburg, Ontario (herein "the premises").

**AND WHEREAS** the Landlord has agreed to lease a portion of the premises to the Tenant on the terms contained herein.

**IN CONSIDERATION** of the sum of \$2.00 and other valuable consideration now paid by each Party to the other, the Parties agree as following:

**LEASED PREMISES**

1. The Landlord hereby leases to the Tenant a portion of the premises which is comprised of 6, 960 square feet of space as shown on the sketch attached as "Schedule A" to this agreement.

**TERM OF LEASE**

2. This lease agreement shall be in effect for a period of nineteen (19) months, commencing on the first day of June, 2000 and terminating on the 31<sup>st</sup> day of December, 2001.
3. Notwithstanding paragraph (2), either party may terminate this agreement at any time upon sixty (60) days written notice to the other party.

**RENT**

4. (1) The Tenant shall pay the Landlord an annual rent of \$44,683.20 for the premises. This amount is based upon a calculation of \$6.00 per square foot of leased area <sup>per square feet</sup> ~~\$41,760.00~~ <sup>6,960</sup> plus 7% Goods and Services Tax \$2,923.20.
- (2) The Tenant shall pay the Landlord \$26,065.20 upon the execution of this lease agreement for rent for the period June 1<sup>st</sup>, 2000 to December 31, 2000.
- (3) The annual rent thereafter shall be paid to the Landlord in advance in monthly installments on the first day of every month during the term of this lease agreement, commencing on January 1<sup>st</sup>, 2001. The monthly payments shall be \$3,723.60.
- (4) Any late payment of rent or outstanding amount owing to the Landlord shall bear interest at the rate of one percent (1%) per month.

**MAINTENANCE OF LEASED PREMISES**

5. The Tenant shall keep the premises clean and well maintained and shall assume all responsibility for the maintenance, repair, upkeep and snow removal of the premises.

**USE OF PREMISES**

6. The Tenant shall use the premises only for the purposes of its hydro electric utility operations and for no other purpose without the written consent of the Landlord.

**ALTERATIONS**

7. The Tenant shall not make any alterations of any kind to the premises without the written consent of the Landlord.

**ASSIGNMENT**

8. The Tenant shall not transfer or assign this lease or sublet or part with the possession of all or part of the premises without the written consent of the Landlord.

**SIGNS**

9. The Tenant agrees that any signs will be erected on the premises at the sole expense of the Tenant and only after receiving the prior written approval of the Landlord. The Tenant further agrees at its sole expense to maintain any signs as may be approved by the Landlord in good condition and repair at all times.

**GARBAGE AND REFUSE**

10. The Tenant agrees that all garbage and refuse generated on the premises shall be contained and placed in the approved containers on the premises, and will be removed or disposed therefrom at the expense of the Landlord.

**UTILITIES**

11. The Tenant agrees to pay all electricity, water, gas and other utility rates and charges affecting the premises.

**PROPERTY TAXES**

12. The Tenant shall pay all property taxes assessed against the premises for the term of this lease.

**INDEMNIFICATION OF LANDLORD**

13. The Tenant shall indemnify the Landlord and save it harmless from and against any and all loss; claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property arising from any occurrence in, upon or at the premises or the occupancy or use by the Tenant of the premises or any part thereof, or occasioned wholly or part by any act or omission of the Tenant, its agents, contractors, employees, servants or invitees or by anyone permitted to be on the premises by the Tenant. In case the Landlord shall, without fault on its part be made a party to any litigation commenced by or against the Tenant, then the Tenant shall protect and hold the Landlord harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord in connection with such litigation.

**TENANT'S INSURANCE**

14. The Tenant shall during the entire term hereof at its sole cost and expense, obtain and keep in full force and effect the following:
- (1) Public liability insurance applying to all operations of the Tenant and which shall include insurance against personal injury, death, property damage, products liability, non-owned automobile liability and Tenant's legal liability with respect to the occupancy by the Tenant of the premises. Such policies shall be written on a comprehensive basis with limits of no less than five million (\$5,000,000.00) DOLLARS per occurrence.
  - (2) The Tenant agrees that all insurance policies shall name the Landlord as an additional named insured, shall contain a severability of interest clause or a cross liability clause, shall be in a form satisfactory to the Landlord, and shall be signed by the insurer(s). The Tenant further agrees to submit to the Landlord certified copies of each such insurance policy as soon as possible after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Landlord in writing not less than thirty (30) days prior to any material change, cancellation or other termination thereof.

**RIGHT TO RE-ENTER AND TERMINATE**

15. (1) In the event of any failure of the Tenant to pay rent or other sums due hereunder on the day or dates appointed for the payment thereof or in the event of any failure of the Tenant to perform any other of the terms, conditions or covenants of this lease to be observed or performed by the Tenant or if the Tenant or any agent of the Tenant shall falsify any report to be furnished to the Landlord pursuant to the terms of this lease, or if the Tenant shall become bankrupt or insolvent or take the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or file any proposal or make any assignment for the benefit of creditors if a receiver is appointed for all of or a portion of the Tenant's property or if the Tenant makes a sale in bulk or if the Tenant abandon or attempt to abandon the premises or to sell or dispose of the goods and chattels of the Tenant or to remove them from the premises so that there would not in the event such sale or disposal be sufficient goods on the premises subject to distress to satisfy all rent as are entitled to use them hereunder, or if the Tenant shall suffer this lease or any of its assets to be taken under any writ of execution or if re-entry is permitted under any other terms this lease, then the Landlord, besides any other rights or remedies it may have, pursuant to this lease or by-law, shall have, to the extent permitted by law, the immediate right of re-entry and may remove all persons from the premises and upon the re-entry this lease shall terminate, the alterations and the goods, merchandise, fixtures and property will become vested solely in the Landlord.
- (2) The Landlord shall not exercise its right of termination or its right of re-entry unless and until it shall have given written notice of the default complained of to the Tenant;
    - (a) In the case of default in the payment of rent or other charges, the same shall not have been paid within fifteen (15) days of the date of receipt of such notice by the Tenant; or:
    - (b) In every other case of default, if the Tenant has not remedied the default within thirty (30) days notice of the date of receipt of such notice by the Tenant.

