

**The Corporation of the Town of Essex**

**By-Law Number 1947**

**Being a by-law to authorize the execution of a lease agreement between the Town of Essex and Project HOPE Windsor-Essex for property to operate a pantry adjacent to the Harrow and Colchester South Recreation Complex located at 243 McAfee Street, Harrow, Ontario**

**Whereas** the Town is the owner of the property and building located at 243 McAfee Street, Harrow, Ontario which has land for lease;

**And Whereas** the Project HOPE Windsor-Essex is desirous of leasing space to operate a pantry adjacent to the Harrow and Colchester South Recreation Complex located at 243 McAfee Street;

**And Whereas** the Town is desirous of entering into a Lease Agreement with Project HOPE Windsor-Essex for leasing property to operate a pantry as noted above;

**Now therefore** the Council of The Corporation of the Town of Essex hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute a Lease Agreement between The Corporation of the Town of Essex and Project HOPE Windsor-Essex to lease space to operate a pantry to be located adjacent to the Harrow and Colchester South Recreation Complex located at 243 McAfee Street, Harrow, Ontario, as designated in Appendix "A" to By-Law 1947 a copy of which is attached hereto.
2. That this by-law shall come into force and take effect upon the final passing thereof.

**Read a first, second, and third time and adopted on September 21, 2020.**

---

Mayor

---

Clerk

**This Agreement** made in duplicate this 21st day of September, 2020

**In Pursuance of the Short Forms of Lease Act**

**Between:**

**The Corporation of the Town of Essex**

**“Corporation”**

**And**

**Project HOPE Windsor-Essex**

**“Project HOPE”**

**Witnesseth:**

**Whereas** the Municipal Act, 2001, S.O. 2001, Chapter 25, provides the Municipality may, for its own purposes, exercise its powers under the culture, park, recreation and heritage sphere of jurisdiction in the Municipality;

**And Whereas** Section 11 provides that the Municipality may pass By-Laws respecting matters relating to culture, parks, recreation and heritage;

**And Whereas** the Corporation is the Owner of the building located at 243 McAfee Street, Harrow, Ontario;

**And Whereas** in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Project HOPE to be paid observed and performed, the said Corporation hath demised and leased and by these presents doth demise and Lease unto the said Project HOPE all that messuage and tenement located in the municipality of Essex and being more specifically described as follows:

**Harrow and Colchester South Recreation Complex  
243 McAfee Street  
Harrow, Ontario**

and being composed of the area as shown on Schedule “A” attached hereto (hereinafter called the “Project HOPE Leased Space”), **upon the following terms and conditions:**

**To have and to hold** the premises for a five (5) year term, to be computed from the first day of October, 2020 and ending on day 30 of September, 2025.

**By-Law Number 1947**

**Project HOPE covenants with the Corporation the following 11 items:**

1. To maintain the premises in a state of cleanliness and to repair any damage caused thereto by his own willful or negligent conduct or that of persons who are permitted on the premises.
2. To pay the Town five dollars (\$5) per annum for the right to lease property adjacent to the Harrow and Colchester South Recreation Complex.
3. Not to assign or sublet the property without the consent of the Corporation, such consent not to be arbitrarily or unreasonably withheld and Project HOPE shall pay the Corporation's reasonable expenses incurred thereby.
4. Not to carry on upon the premises any business that may be deemed a nuisance or by which the insurance on the premises will be increased.
5. To leave the premises in good repair, reasonable wear and tear and damage by fire lightning and tempest only excepted.
6. To undertake and agree to maintain the leased area adjacent to 243 McAfee Street, Harrow, in good condition and free from litter.
7. Will repair according to notice in writing, reasonable wear and tear and damage by fire lightning and tempest only excepted.
8. Shall throughout the term of this lease, at their own expense, keep in force for the benefit of the Corporation and Project HOPE Windsor-Essex, comprehensive general liability insurance in respect of injury to or death of one or more persons or property damage with limits of not less than Two Million Dollars (\$2,000,000) per occurrence covering the leased premises described herein. The Corporation of the Town of Essex shall be named as an additional insured in the policy of insurance and the policy shall contain a cross liability and separation clause. Such policy of insurance shall not be changed, cancelled or allowed to lapse without providing the Corporation with thirty (30) days' notice in writing. Project HOPE will provide a Certificate of Insurance for such comprehensive liability insurance upon entering into this Lease Agreement.
9. Shall throughout the term of this lease, at their own expense, keep in force insurance against loss or damage by fire on any equipment, inventory and supplies owned by Project HOPE Windsor-Essex and maintained on site.
10. Shall not make any alterations, additions or improvements to the leased premises without first submitting the plans and specifications (including materials to be used)

thereof to the Corporation and without first obtaining approval in writing of the Corporation, such approval may not be unreasonably withheld.

11. To promptly notify the Corporation of any repairs to be made by the Corporation, and upon giving prior notice in accordance with The Commercial Tenancies Act, the Corporation shall be permitted to enter and view the state of repair and to make any such repairs. Project HOPE shall be responsible for any and all applicable inspections, including but not limited to, the Town of Essex Fire and Building Departments.

**The Corporation covenants and agrees with Project HOPE as follows:**

1. To provide Project HOPE with quiet enjoyment of the premises.
2. **Provided** that Project HOPE is not in breach of the terms of this Agreement, Project HOPE may remove their facility, if such removal may be, and is done without injury to the premises.
3. **Provided** that in the event of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt.
4. **Provided** that, where the premises become vacant and so remain for a period of sixty (60) days, it shall be presumed that Project HOPE has abandoned the premises and the Corporation may re-enter and take immediate possession of the premises.
5. **Provided** for re-entry by the Corporation on non-payment of rent or non-performance of covenants, provided that such re-entry shall, at all times, be in accordance with the provisions of The Commercial Tenancies Act.
6. **Provided** Project HOPE has not been in default during the term of this Lease and it is mutually agreeable between the Corporation and Project HOPE shall have and is hereby granted, an option to extend the term of this Lease for an additional five (5) year period at a mutually agreeable conditions upon providing such notice is in writing to the Corporation ninety (90) days prior to the end of this Lease term, with such renewal to begin upon the expiration of the term of this Lease without any further right to renew.
7. **Provided** that the Corporation shall have the right to cancel this Lease Agreement at any time during the term of the Agreement, as a result determining another use for the building, upon providing notice in writing to Project HOPE ninety (90) days prior to the cancellation of such Agreement.

**It is hereby** declared and agreed that the expressions “Corporation” and “Project HOPE Windsor-Essex” wherever used in this Indenture, shall, when the context allows, include, be binding on and enure to the benefit of not only the parties hereto, but also their respective executors, administrators and assigns.

**And** it is further agreed between the parties hereto that wherever the singular and masculine are used throughout this Lease they shall be construed as if the plural or feminine had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered had been made.

The following addresses are provided for the Corporation and Project HOPE Windsor-Essex for purposes of providing notice:

<b>Corporation:</b>	The Corporation of the Town of Essex 33 Talbot Street South, Essex, ON N8M 1A8 Telephone: 519-776-7336
<b>Project HOPE</b>	Taylor Gorick, Chairperson 136 Lowes Side Road Amherstburg, ON N9V 1S2 Telephone: 519-996-7916 info@projecthopewindsorsex.com

**In Witness Whereof** the said parties hereto have duly executed this Agreement.

**Signed, Sealed and Delivered** in the presence of:

**Project HOPE Windsor-Essex**

\_\_\_\_\_  
Witness as to signature of

\_\_\_\_\_  
Taylor Gorick, Chairperson

I have authority to bind the corporation

**Signed, Sealed and Delivered** in the presence of:

**The Corporation of the Town of Essex**

\_\_\_\_\_  
Witness as to signature of

\_\_\_\_\_  
Mayor, Larry Snively

\_\_\_\_\_  
Witness as to signature of

\_\_\_\_\_  
Clerk, Robert Auger

We have authority to bind the Corporation

Receipt of Lease Agreement:

I hereby acknowledge receiving a duplicate original copy of the herein Lease Agreement.

**Project HOPE Windsor-Essex:**

\_\_\_\_\_  
Taylor Gorick, Chairperson

Schedule "A" – Project HOPE Windsor-Essex Leased Space

**Project Hope Windsor-Essex Leased Space (9x12 = 96 sq ft)**



Project HOPE Windsor-Essex Design Concept

**By-Law Number 1947**



# Project Hope-Pantry Pilot Project

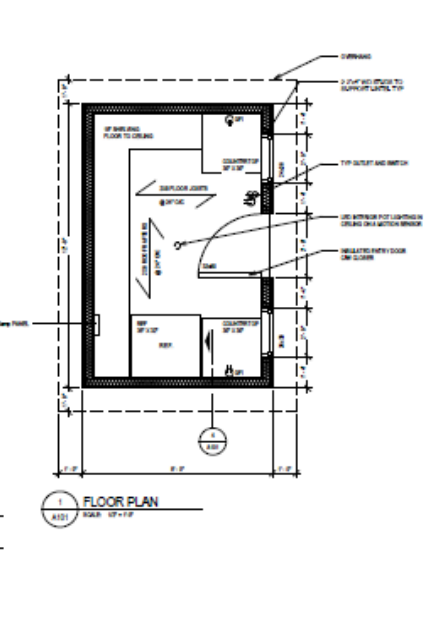
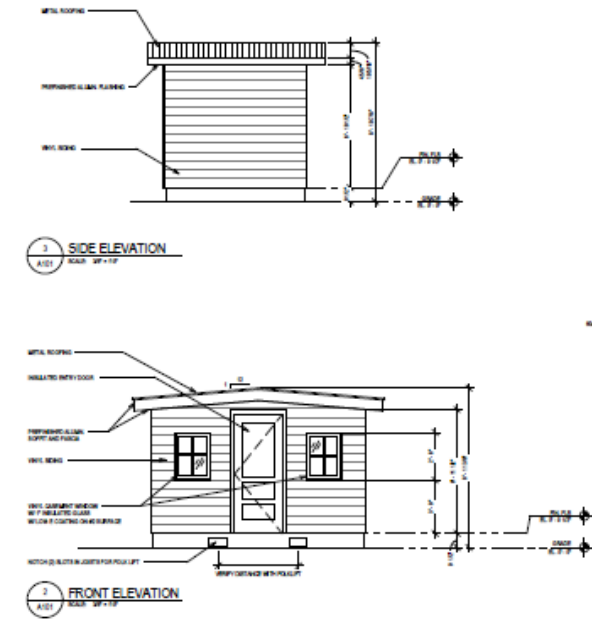
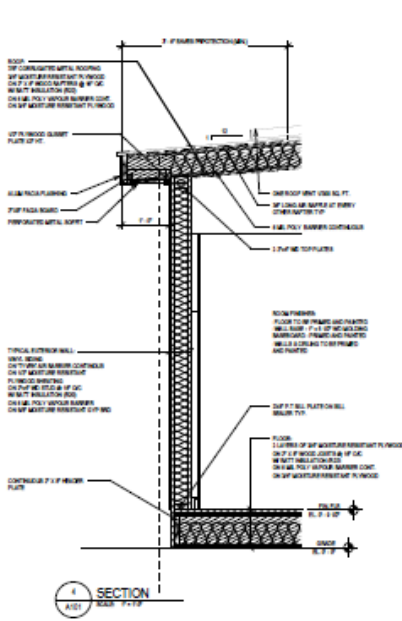
Harrow Arena 243  
243 McAfee St,  
Harrow, ON

OWNER Project HOPE  
ARCHITECT BRADLEY SMITH ARCHITECT  
2142 MOY AVE,  
WINDSOR, ON  
519.890.5773  
brad@bradleysmitharchitect.ca

NOTES:  
1. ALL MATERIALS SHALL BE SUPPLIED TO BE PROVIDED AND EQUIPPED WITH SUFFICIENT BACK-UP AND PROTECT AGAINST WEATHER DAMAGE.  
2. FLOOR JOISTS TO BE SIZED FOR MAXIMUM SPAN OF 12'-0".  
3. ALL EXTERIOR WALLS ARE NOMINAL 4" BRICK.  
4. CONTRACTOR TO PROVIDE PROTECTIVE MEASURES DURING CONSTRUCTION TO PREVENT SOIL FROM BEING BLOWN INTO THE UNIT OR FROM BEING BLOWN INTO THE UNIT FROM THE EXTERIOR.  
5. CONTRACTOR TO PROVIDE PROTECTIVE MEASURES DURING CONSTRUCTION TO PREVENT SOIL FROM BEING BLOWN INTO THE UNIT OR FROM BEING BLOWN INTO THE UNIT FROM THE EXTERIOR.

NOTES TO CONTRACTORS AND OWNERS:  
1. ALL EXTERIOR WALLS SHALL BE SUPPLIED TO BE PROVIDED AND EQUIPPED WITH SUFFICIENT BACK-UP AND PROTECT AGAINST WEATHER DAMAGE.  
2. FLOOR JOISTS TO BE SIZED FOR MAXIMUM SPAN OF 12'-0".  
3. ALL EXTERIOR WALLS ARE NOMINAL 4" BRICK.  
4. CONTRACTOR TO PROVIDE PROTECTIVE MEASURES DURING CONSTRUCTION TO PREVENT SOIL FROM BEING BLOWN INTO THE UNIT OR FROM BEING BLOWN INTO THE UNIT FROM THE EXTERIOR.  
5. CONTRACTOR TO PROVIDE PROTECTIVE MEASURES DURING CONSTRUCTION TO PREVENT SOIL FROM BEING BLOWN INTO THE UNIT OR FROM BEING BLOWN INTO THE UNIT FROM THE EXTERIOR.

CLASH SPAN	LIMITS, SIZE
12'-0" TO 12'-0"	2'-0" x 2'-0"
12'-0" TO 12'-0"	2'-0" x 2'-0"
12'-0" TO 12'-0"	2'-0" x 2'-0"
12'-0" TO 12'-0"	2'-0" x 2'-0"
12'-0" TO 12'-0"	2'-0" x 2'-0"
12'-0" TO 12'-0"	2'-0" x 2'-0"



**Bradley Smith Architect**  
2142 Moy Ave,  
Windsor, Ontario N8W 2M5  
519.890.5773  
www.bradleysmitharchitect.ca

**Hope-Pantry Pilot Project**  
Harrow Arena 243  
McAfee St, Harrow, ON

- GENERAL NOTES:**
1. ALL MATERIALS SHOWN IN THIS DRAWING ARE TO BE PROVIDED BY THE CONTRACTOR.
  2. ALL PLUMBING SHALL BE INSTALLED TO THE SATISFACTION OF THE ARCHITECT.
  3. THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO ANY CONSTRUCTION.
  4. THESE DRAWINGS ARE NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.
  5. ALL DIMENSIONS AND SPECIFICATIONS ARE THE PROPERTY OF BRADLEY SMITH ARCHITECT. BRADLEY SMITH ARCHITECT SHALL BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND SPECIFICATIONS PRIOR TO CONSTRUCTION.
  6. THIS CONTRACTOR IS NOT RESPONSIBLE FOR THE ACCURACY OF SURVEY AND THE OTHER DISCIPLINES INFORMATION PROVIDED ON THIS DRAWING. REFER TO THE APPROPRIATE CONSULTANTS WITH THE WORK.
  7. THE CONTRACTOR SHALL COMPLY TO ALL APPLICABLE CODES AND REGULATIONS OF ALL APPLICABLE JURISDICTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.



**Legend:**

- Preliminary
- Complete
- Revised
- Deleted

**Author:** B. SMITH

**Checker:** B. SMITH

**Date:** 20-23

**Title:** PLANS, ELEVATIONS, & SECTION

**Scale:** A101

By-Law Number 1947