

The Corporation of the Town of Essex

By-Law Number 2363

Being a by-law to authorize the execution of a lease agreement between The Corporation of the Town of Essex and Tim Stanley doing business as M&M Concessions for the Operation of Canteen Services for the Town concessions located in the Essex Centre Sports Complex, 60 Fairview Avenue West, Essex, Ontario and the Harrow & Colchester South Community Centre, located at 243 McAfee Street, Harrow, Ontario

Whereas The Corporation of the Town of Essex is the owner of the property and buildings located at 60 Fairview Avenue West, Essex, Ontario and 243 McAfee Street, Harrow, Ontario which have canteen space for lease on the main level of said buildings for Concession Services to the public,

And Whereas Tim Stanley doing business as M&M Concessions is desirous of leasing space for a canteen service and business located in the building of the Essex Centre Sports Complex, 60 Fairview Avenue West, Essex, Ontario and in the building of the Harrow & Colchester South Community Centre, 243 McAfee Street, Harrow, Ontario,

And Whereas The Corporation of the Town of Essex is desirous of entering into a Lease Agreement with Tim Stanley for the canteen services located 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 Tim Stanley doing business as M&M Concessions for leased space for the use of canteen services in the facility located at 60 Fairview Avenue West, Essex, Ontario, designated in Appendix "A" and further for leased space for the use of canteen services in the facility located at 243 McAfee Street, Harrow, Ontario, as designated in Appendix "B" to By-Law 2363, copies of which are attached hereto.
2. This by-law shall come into force and take effect upon the final passing thereof.
3. Read a first, a second and a third time and finally passed on.

Mayor

Clerk

Schedule "A" to By-Law Number 2363

This Lease Agreement made this 12th day of August, 2024

Between:

Tim Stanley doing business as M&M Concessions

(the "**Lessee**")

And

The Corporation of the Town of Essex

(the "**Lessor**")

Witnesseth:

Whereas the *Municipal Act, 2001*, provides a 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 of the *Municipal Act, 2001*, provides that a municipality may pass By-Laws respecting matters relating to culture, parks, recreation, and heritage.

And Whereas, the Lessor is the owner and operator of the building located at 60 Fairview Avenue West, Essex, Ontario and the building located at 243 McAfee Street, Harrow, Ontario.

And Whereas, that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said Lessee to be paid observed and performed, the said Lessor hath demised and leased and by these presents doth demise and lease unto the said Lessee all that messuage and tenement located in the Essex Centre Sports Complex and consisting of approximately 520 sq. ft. in the building located at 60 Fairview Avenue West, Essex, Ontario as shown on the Appendix "A" attached hereto, (the "**Essex Arena**"), as well as, located in the Harrow & Colchester South Community Centre and consisting of approximately 302 sq. ft. in the building located at 243 McAfee Street, Harrow, Ontario, (the "**Harrow Arena**") and being composed of the area as shown on Appendix "B" attached hereto (collectively, the "**Premises**"), upon the following terms and conditions:

To have and to hold the Premises for and during the term of three (3) hockey seasons (the "**Term**"), to be computed from September 1, 2024, and ending on August 31, 2027, at which time as mutually agreed upon, this Agreement may be extended for an additional (3) year term. During the initial Term and any extension thereof, the rental amount will be increased year over year in an amount equal to the annual Consumer Price Index as published by The Bank of Canada ("**CPI**").

Yielding and paying therefore as follows:

1. Rental at the Essex Arena for the Essex Arena concession shall be payable during the Term in eight (8) monthly payments commencing on September 1 and ending on April 1 of each year of the Term by way of eight (8) monthly post-dated cheques made payable to the Lessor and remitted annually on the initial contracted date. The rental amount for the first year of the Term, being September 1, 2024, through August 31, 2025, shall be the sum of Three Thousand Eight Hundred and Three Dollars and Twenty Eight Cents (\$3,803.28) per year plus Harmonized Sales Tax ("**H.S.T.**")

payable in eight (8) monthly payments of Four Hundred and Seventy Five Dollars and Forty One Cents (\$475.41) plus H.S.T.;

2. Rental at the Harrow Arena for the Harrow Arena concession shall be payable during the Term in seven (7) monthly payments commencing on September 1 and ending March 1 of each year of the Term by way of seven (7) monthly post-dated cheques made payable to the Lessor and remitted annually on the initial contracted date. The rental amount for the first year of the Term, being September 1, 2024, through August 31, 2025, shall be the sum of One Hundred and Forty Three Dollars and Seventy Eight Cents (\$143.78) per year plus H.S.T. payable in seven (7) monthly payments of Twenty Dollars and Fifty Four Cents (\$20.54) plus H.S.T.;
3. During the initial Term and any extension thereof, the annual rental amount will be increased year over year in an amount equal to the annual CPI, with such increase to be added to the previous year's rent. A statement noting such increase and new annual rent amount will be forwarded annually by the Lessor to the Lessee;
4. The Lessee agrees to deposit with the Lessor at the time of signing an agreement, cash, or certified funds equivalent to the sum of 1 and last months rent (the "**Deposit**") and further agrees to providing post-dated monthly cheques for the duration of the agreement Term herein;
5. In addition to the Deposit, the Lessee agrees to deposit with the Lessor the sum of one thousand (\$1,000.00) dollars as a damage deposit, (the "**Damage Deposit**") pending a full and final inspection of the inventoried equipment set out in Appendix "C" hereto (the "**Equipment**") and the Premises described in Appendix "A" and Appendix "B" hereto as performed by the lessor's Manager Parks and Facilities (the "**Manager**") or other authorized staff of the Lessor as appointed by the Lessor's Director, Community Services (the "**Director**") following the termination of this lease Agreement with such Damage Deposit being applied at the sole discretion of the lessor to any damage over-and-above of normal wear and tear to the Premises or Equipment or used to replace or repair any missing, damaged, broken, dysfunctional or unfunctional Equipment and will refund to the Lessee the remaining Damage Deposit following such deduction of any evaluated loss, damage or destruction to said Equipment or Premises;
6. The Lessee will comply with all applicable Federal, Provincial, Municipal, and local health unit (Windsor-Essex Health Unit) safety and licensing rules, laws, regulations, and provisions governing the food service industry including but not limited to, concession good sales;
7. The Lessee will immediately notify in writing to the Lessor's Manager of any problems, issues, concerns, repairs, or damage to the Equipment, or any other equipment, mechanical fixtures, utility services or structures of the Lessor requiring immediate attention;
8. The Lessee will ensure all stock, supplies, and service calls related to the business conducted at the Premises are made under the Lessee's name/business name and at no time shall the lessee represent that they are acting on behalf or providing authorization of the Lessor in any capacity;
9. The Lessee will ensure that absolutely no alcohol, tobacco or cannabis products of any nature, brand, or type will be sold or provided from the Premises or any

municipal facility at any time throughout the Term of this Lease Agreement;

10. Lessee will provide a proposed staff shift schedule to the Manager including staff qualifications thereof, copies of all staff Safety/Food Handling certifications together with Lessor's proposed uniform, prior to the beginning of the Term and at any time thereafter immediately upon the reasonable request of the Lessor;
11. The Lessee agrees to only operate a canteen service business (the "**Business**") on the Premises and that the sales of items from such Business shall be restricted as set out in Appendix "D" attached hereto, and further, any changes to such items as set forth in Appendix "D" must be confirmed and approved, in writing, prior to by the Director;
12. The Lessor will post regular operating hours as defined in Appendix "E" hereto visible to the public and ensure that the Business remains open and accessible to the public during such posted hours for the Term. Any changes in structured and agreed upon hours must be agreed to in writing by the Director prior to implementation of such;
13. The Lessee agrees to provide communications with a qualified supervisor, to the satisfaction of the Lessor, acting reasonably, to direct the work being performed during the hours of operation during the Term including any extensions of this Lease Agreement (a "**Supervisor**"). The Supervisor is expected to address any complaints related to their operations, and further discussions may be required with the Lessor should the Supervisor not adequately address the issue;
14. The Lessee will provide, in writing, a listing of all equipment other than the Equipment whether owned or leased being utilized by the Lessee during the Term (the "**Additional Equipment**") and at the discretion of the Lessor provide full access to the Additional Equipment for assessment to ensure that to the satisfaction of the Lessor in its sole discretion, all Additional Equipment meets or exceeds, functionality, performance and compliance of utility draws of the Premises for duration of this Lease Agreement;
15. The Lessee is to ensure the public space outside the Premises including counters, ledges, shelves directly connected to the concession area are thoroughly cleaned and sanitized properly, and further ensure all internal garbage is properly disposed in the assigned dumpster area, all to the satisfaction of the Lessor in its sole discretion;
16. The Lessee to provide all cleaning supplies at its sole cost and expense in order to maintain cleanliness and sanitary conditions to the satisfaction of the Lessor in its sole discretion of the Premises, Equipment and Additional Equipment including but not Limited to removal, proper disposal of and replacement of fryer oils;
17. Subject to the *Commercial Tenancies Act*, the Lessor shall be able to apply any sum of monies so deposited by the Lessee with the Lessor pursuant to this Lease Agreement to remedy any default by the Lessee of the terms of this Lease Agreement; and
18. Subject to the *Commercial Tenancies Act*, if the Lessee abandons or vacates the Premises at any time prior to the expiration of the Term, the Lessor shall be permitted to retain absolutely any sum of monies so deposited with the Lessor

pursuant to this Lease Agreement.

The Lessee covenants with the Lessor:

1. To pay rent,
2. To pay any individually assessed utilities, telephone or cable costs contracted under the Lessee's ownership and assigned to the Premises during the Term.
3. During annual shutdown periods, all appliances, Equipment, and Additional Equipment that are not required to be powered shall be turned off and/or unplugged to ensure energy conservation.
4. To not make any improvements or renovations to the Premises without the prior approval in writing of the Lessor and to attend and pay for such approved improvements/renovations,
5. To maintain the Premises in a state of cleanliness and to repair any damage caused thereto by the act or neglect of the Lessee, its agents, servants, invitees or those for whom the Lessee is at law responsible,
6. Not to assign or sublet the Premises without the consent of the Lessor, such consent not to be arbitrarily or unreasonably withheld. The Lessee shall pay the Lessor's reasonable expenses incurred therefor,
7. 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,
8. The Lessee will leave the Premises in good repair, reasonable wear and tear to the satisfaction of the Lessor in its sole discretion and damage by fire, lightning and tempest only excepted,
9. That the Lessee will repair to the satisfaction of the Lessor in its sole discretion, according to notice in writing, reasonable wear and tear and damage by fire lightning and tempest only excepted,
10. The Lessee is to use environmentally friendly products and is not to use plastic straws. The distribution of single use plastics is prohibited.
11. The Lessor covenants during the Term of this Lease Agreement and any renewal thereof to make structural repairs to the roof, exterior walls, foundations, drains and sewers of the building caused by the structural defect or weakness unless caused by the act or neglect of the Lessee, its agents, servants, invitees or those for whom the Lessee is at law responsible in which event such repair shall be made by the Lessor at the expense of the Lessee, the cost of such repairs to be paid by the Lessee together with an administrative fee of fifteen percent (15%) of the costs of such repairs, as additional rent and upon demand,
12. That the Lessee shall throughout the Term of this Lease Agreement, at its own expense, keep in force for the benefit of the Lessor and the Lessee, 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 (\$2,000,000.00) dollars per occurrence and insurance against loss or damage by fire in respect thereof of the demised Premises and any and all improvements and equipment appurtenant thereto, to a value of two million (\$2,000,000.00) dollars under an all-risk policy and covering loss of rent by the Lessee during any reconstruction period, and further, the Lessor must be listed as additionally insured parties therein. The Lessee shall prior to the Term provide evidence of such insurance to the satisfaction to the Lessor in its sole discretion,
13. The Lessee shall not make any alteration, addition, or improvement without first submitting the plans and specifications (including materials to be used) thereof to the Lessor and without first obtaining the approval in writing thereof of the Lessor, such approval may not be unreasonably withheld,
14. The Lessee shall adhere to and follow all covenants as set forth in Request for Proposal CS-23-008, and

15. To promptly notify the Lessor of any repairs to be made by the Lessor, and upon the Lessor giving prior notice in accordance with the *Commercial Tenancies Act*, the Lessor shall be permitted to enter and view the state of repair and to make any such repairs.

The following addresses are provided for the purposes of providing notice:

Lessor: The Corporation of the Town of Essex
33 Talbot Street South, Essex, Ontario N8M 1A8
Telephone: 519-776-7336

Lessee: Tim Stanley doing business as M&M Concessions
260 Millbrook Court, Kingsville, ON N9Y 4A3
Telephone: 519-282-6645
Email: mmconcessions@hotmail.com

Provided that the Lessee may remove their fixtures, if such removal may be, and is, done without injury to the Premises;

Provided that in the event of damage to the Premises by fire, lightning or tempest, rent shall cease until the Premises are rebuilt;

Provided that, where the Premises become vacant and so remain for a period of thirty (30) days, it shall be presumed that the Lessee has abandoned the Premises and the Lessor may re-enter and take immediate possession of the Premises;

Provided for re-entry by the Lessor 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*;

Provided that, if the Term hereby granted shall be at any time seized or taken in execution or attachment, by any creditor of the Lessee, or if the Lessee shall make an assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current rent, together with the rent for three (3) months thereafter, (calculated on the average of the rental paid during the previous six (6) months of the term), shall immediately become due and payable, all subject to the provisions of the *Commercial Tenancies Act*, as amended;

The Lessor shall maintain the Premises in a good state of repair and fit for habitation during the herein lease in order the Premises comply with health and safety standards required by law;

The Lessor covenants with the Lessee for quiet enjoyment;

It is hereby agreed between the parties hereto that if, upon the determination of the lease by effluxion of time, the Lessor permits the Lessee to remain in possession of the Premises and accepts rents in respect thereto, a tenancy from year to year shall not be created by implication of law, but the Lessee shall be deemed to be a monthly tenant only;

It is hereby declared and agreed that the expressions "Lessor" and "Lessee" wherever used in this Indenture, shall, when the context allows, include, be binding on and ensure to the benefit of not only the parties hereto, but also their respective executors, administrators, assigns, and those who the parties are at law responsible;

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;

In the event that the Lessee has not exercised their option to extend the Term hereof, the Lessee covenants with the Lessor to permit the said Lessor during the last three months of currency of this lease, and any renewal thereof, to put up upon the said Premises, notice of its intention to lease the same; and also to permit during the same time, such person or persons as it may be desirous of leasing the said Premises at the expiration of this lease to visit and inspect the same on written notice to the Lessee, given at least twenty-four hours before the time of entry, which shall be during daylight hours and specified in the notice.

In Witness Whereof, the said parties hereto have set their hands and seals on the date first set out above.

Signed, Sealed, and Delivered in the presence of:

TIM STANLEY – D.B.A. M&M CONCESSIONS

Witness as to signature of
Tim Stanley

Tim Stanley

Signed, Sealed and Delivered in the presence of:

THE CORPORATION OF THE TOWN OF ESSEX

Mayor, Sherry Bondy

Clerk

We have authority to bind the Corporation

Receipt of Lease Agreement:

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

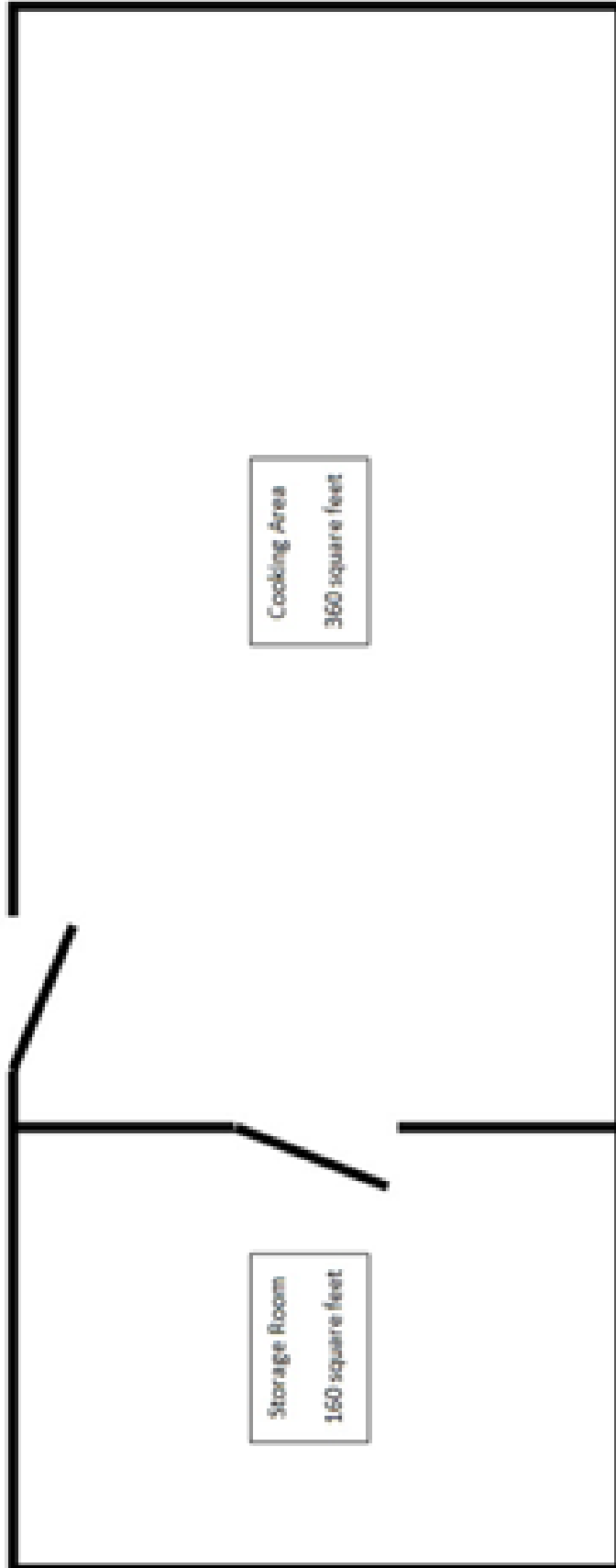
this _____ day of _____, 2024.

Tim Stanley

Schedule "A" to By-Law Number 2363

Appendix "A" – Leased Area – Essex Centre Sports Complex

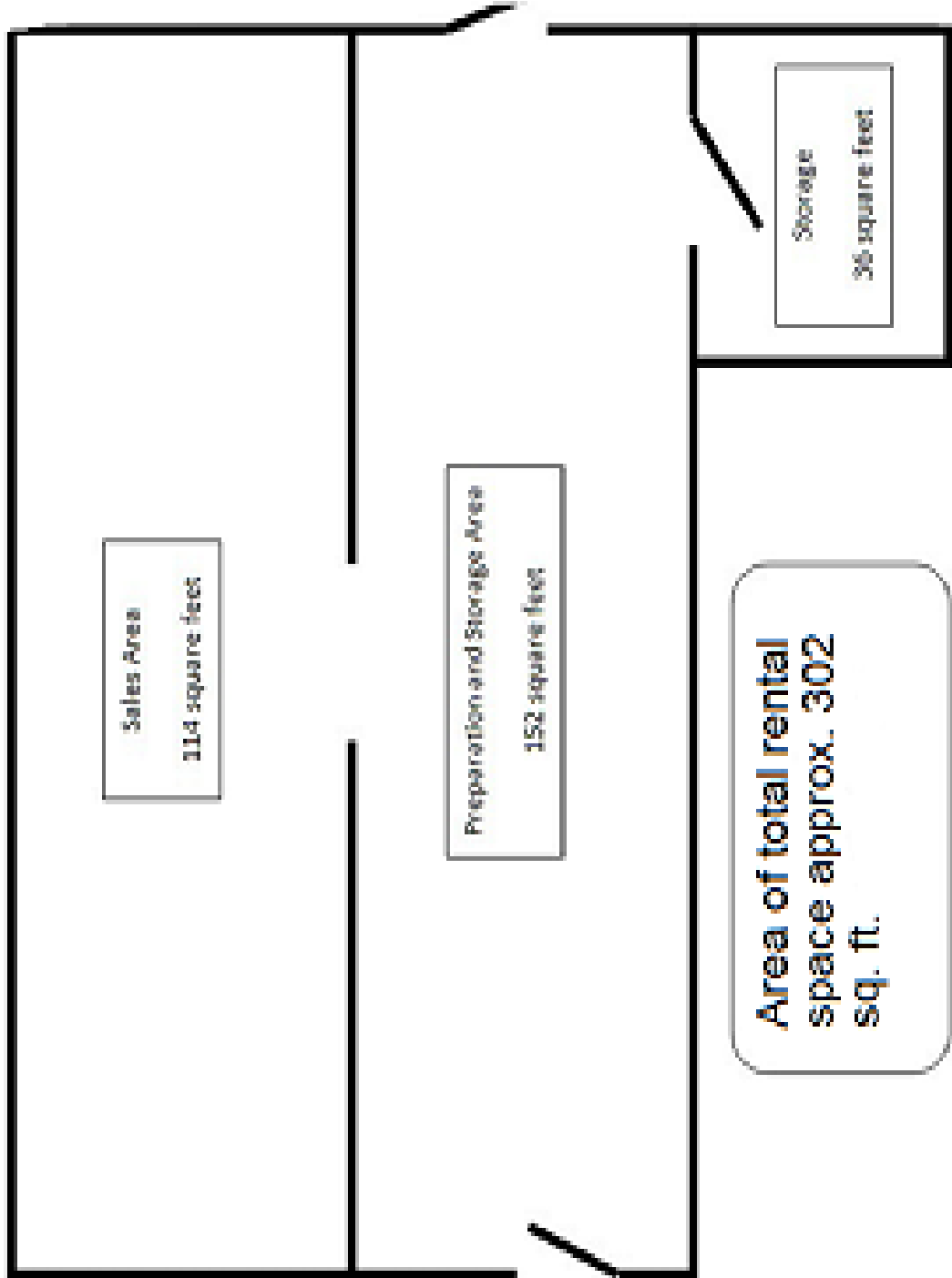
Essex-Canteen



Schedule "A" to By-Law Number 2363

Appendix "B" – Leased Area – Harrow & Colchester South Community Centre

Harrow Canteen



Schedule "A" to By-Law Number 2363

Appendix "C" – Equipment Inventory at Essex and Harrow Canteens

Essex Arena Canteen Inventory	
1 x	Flat Top Gas Grill - Ultra Max 3 burner
2 x	Pitco Double Basket Deep Fryer (4 baskets) - Gas
1x	Bl Whirlpool Microwave
1x	Frigidaire Stand up Freezer
1x	Double Sink
3x	Industrial Pepsi Coolers (Pepsi owned) 2 x 2way sliding doors, 1w/3 sliding doors
1x	Exhaust fan
1x	Paper towel dispenser
1x	Hand soap dispenser
1x	Fire Extinguisher
1 x	Phoenix Server Hot Dog Roller - not used by Lessee
1x	Popcorn Machine - not used by lessee
1 x	Adanac Security - drop-front safe
1 x	Coffee (Braun) - top shelf - not used
1 x	Crock Pot - top shelf - not used
1 x	Casio Computer / Cash Register - top shelf - not used
Lessee owned or leased equipment	
1 x	2 Food warmer (w/shelves)
2 x	Crockpots
1x	Nescafe - Multi Unit (coffee/tea/latte) dispenser
2 x	Slushie Machines
1 x	Cash Drawer / Debit Machine
1 x	Sentry Portable Safe
4 x	Chest Freezers
1 x	Small Stand-up Freezer

Harrow Arena Canteen Inventory	
1 x	Wyott Flat Top Gas Grill
1 x	Garland Double Basket Deep Fryer w/2 baskets - Gas
1 x	Diggity 1000 watt - Hot Dog Roller
1 x	Popcorn Machine
1 x	Panasonic Microwave
1 x	Wood's 17 cu ft. upright refrigerator
1 x	10 cu ft. chest freezer
1 x	Wood's 17 cu ft. upright freezer
1 x	Triple Sink with industrial sprayer
1 x	Paper towel dispenser
1 x	Hand soap dispenser
1 x	Fire Extinguisher
1 x	Upright Pepsi Fridge - owned by Pepsi
1x	Exhaust hood system
1 x	Waste Cooking Oil container - owned by Rothsay Recycles
Lessee owned/or leased equipment	
1x	GE - 3 Unit sauce warmer pots w/lids unit
1x	turquoise pot w/lid and a Salton convection warmer
1 x	Small chest freezer - Energy 7
1x	RPN3 small portable safe
1x	Slush Puppie - 3 unit dispenser - leased by Lessee
1x	Nescafe - Multi Unit (coffee/tea/latte) dispenser - Leased by Lessee
1x	Small Pepsi counter top fridge - Leased by Lessee from Pepsi

Schedule "A" to By-Law Number 2363

Appendix "D" – Food and Beverage List

Note: All items listed below are at both canteens/concessions

Food and Beverage Listing for Concession

Food	Fries	Pretzel
	Gravy	Nacho Cheese
	Cheese	Poutine
	Macaroni Bites	Deep Fried Pickles
	Cup Noodle Soup	Mozzarella Sticks
	Funnel Cake Fries	Hot Dog
	Onion Rings	Chicken Strips (3)
Snacks	Popcorn	Jumbo Muffins
	Cookies	Nuts
	Chips	Oreo Ritz Bits
Drinks	Coffee	Chocolate Milk
	Tea	Juice
	Hot Chocolate	Water
	Mocha	Slushies (S,M,L)
	Gatorade	
Candy	Sour Keys	Push Pops
	Airheads	Rockets
	Tootsie Rolls	Chocolate Bars
	Jolly Rancher Sucker	Baby Bottles
	Fizz	Nerds
	Pop Rocks	Halls
	Soda pops	Skittles
	Ring pops	Twizzlers
	Mike & Ike	

Additional: Food /Beverages exclusive to Essex Concession only + all above menu:

Food	Chili Fries	Pizza Bites
	Chili Cheese Fries	Hamburgers
	Chili Cheese Dog	Cheeseburgers
	Chili Dog	Mushroom Caps
	Chicken Fries	Potato Wedges
	Create a combo	
Drinks	Flavoured Chocolate Milk	

Schedule "A" to By-Law Number 2363

Appendix "E" – Hours of Operation

**M & M Concession
Essex Location**

Hours of Operation

Monday	5pm - 8pm *
Tuesday	5pm - 8pm *
Wednesday	5pm - 8pm *
Thursday	5pm - 8pm *
Friday	4pm- 8pm *
Saturday	9am - 9pm *
Sunday	9am - 9pm *

*Hours subject to change pending
minor hockey schedule

**M & M Concession
Harrow Location**

Hours of Operation

Monday	5pm - 9pm *
Tuesday	5pm - 9pm *
Wednesday	5pm - 9pm *
Thursday	5pm - 9pm *
Friday	4pm - 9pm *
Saturday	9am - 9pm *
Sunday	12pm - 6pm *

*Hours subject to change pending
minor hockey schedule