

# **The Corporation of the Town of Essex**

## **By-Law Number 1970**

**Being a by-law to authorize the execution of a lease agreement between the Town of Essex and the Harrow Early Immigrant Research Society for property to operate a research library inside of 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 Harrow Early Immigrant Research Society is desirous of leasing space to operate a historical research and ancestry library at 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 Harrow Early Immigrant Research Society for leasing property to operate a historical research and ancestry library 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 Harrow Early Immigrant Research Society to lease space to operate historical research and ancestry library located inside of the Harrow and Colchester South Recreation Complex located at 243 McAfee Street, Harrow, Ontario, upon the terms and conditions and in the form and manner designated in said Lease Agreement which is attached hereto as Appendix "A."
2. That the Mayor and Clerk are hereby authorized to give such other assurances as may be required to give effect to the Lease Agreement and By-law 1970.
3. That This by-law shall come into force and take effect upon the final passing thereof.

Read a first, second, and third time and finally adopted on December 7, 2020.

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Mayor

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Clerk

## **Appendix "A" to By-law 1970**

**This Agreement** made in duplicate this 7th day of December, 2020

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

**Between:**

**The Corporation of the Town of Essex**

**"Corporation"**

**And**

**Harrow Early Immigrant Research Society, a non-profit corporation  
incorporated pursuant to the laws of Ontario**

**"HEIRS"**

**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 HEIRS to be paid observed and performed, the said Corporation hath demised and leased and by these presents doth demise and Lease unto the said HEIRS

those certain premises 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 "HEIRS Leased Space"), **and upon the following terms and conditions:**

**To have and to hold** the premises for a ten (10) year term, to be computed from the first day of January, 2021 and ending on day 31 of December, 2031.

**Provided** that this lease is in good standing the Lessee shall have the right to renew this lease for a second 10 year term, to be computed from the 1<sup>st</sup> day of January, 2032 to December 31, 2042.

**HEIRS 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 the annual amount of \$1,200.00 plus Harmonised Sales Tax (H.S.T.) in year one and thereafter in each subsequent year, the previous year's base rent, plus the annual Consumer Price Index (CPI) which will formulate the current year's base rent, each and every month due and payable on the first day of each month thereof for the right to lease property within 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 HEIRS 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 within 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, maintain in good standing its status as a Non-profit Ontario Corporation and it keep in force for the benefit of the Corporation and Harrow Early Immigrant Research Society, 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. HEIRS 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 Harrow Early Immigrant Research Society 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. HEIRS shall be responsible for any and all applicable inspections, including but not limited to, the Town of Essex Fire and Building Departments, and

**The Corporation covenants with HEIRS:**

1. To provide HEIRS with quiet enjoyment of the premises,

**Provided** that HEIRS is not in breach of the terms of this Agreement, HEIRS may remove their facility, 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 sixty (60) days, it shall be presumed that HEIRS has abandoned the premises and the Corporation may re-enter and take immediate possession of the premises.

**Proviso** 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.

**Provided** HEIRS has not been in default during the term of this Lease and it is mutually agreeable between the Corporation and HEIRS shall have and is hereby granted, an option to extend the term of this Lease for an additional ten (10) year period at 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.

**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 HEIRS ninety (90) days prior to the cancellation of such Agreement.

**It is hereby** declared and agreed that the expressions "Corporation" and "Harrow Early Immigrant Research Society" 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 Harrow Early Immigrant Research Society for purposes of providing notice:

**Corporation:**

**The Corporation of the Town of Essex**

33 Talbot Street South,  
Essex, ON N8M 1A8  
Telephone: 519-776-7336

**HEIRS**

**Chris Carter, Vice President**

232 Maple Avenue  
P. O. Box 242  
Harrow, ON N0R 1G0  
**Telephone:** 519-738-1121  
**Bonnie Storey**  
201 – 10 Hillview Crescent  
Kingsville Ontario N9Y 1J6  
**Telephone:** 519-733-9259

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

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

**Harrow Early Immigrant Research  
Society**

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

\_\_\_\_\_  
Chris Carter, Vice President

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

\_\_\_\_\_  
Bonnie Storey, Treasurer

\_\_\_\_\_  
I/we 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.

**Harrow Early Immigrant Research Society:**

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Chris Carter, Vice President

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Bonnie Storey, Treasurer

Schedule "A" – Harrow Early Immigrant Research Society Leased Space

## HEIRS Leased Space

