

The Corporation of the Town of Essex

By-Law Number 2514

Being a by-law to authorize the execution of a lease agreement between The Corporation of the Town of Essex and Harrow Health Centre Inc for office space at the McGregor Community Centre located at 9571 Walker Road, McGregor, Ontario

Whereas by By-Law Number 1605, passed on May 15, 2017, The Corporation of the Town of Essex (the "**Town**") and Harrow Health Centre Inc ("**Harrow Health**") did enter into a lease agreement (the "**Lease Agreement**") for office space at the McGregor Community Centre located at 9571 Walker Road, McGregor, Ontario (the "**Premises**");

And Whereas, by By-Law Number 2424, the Town and Harrow Health amended the Lease Agreement to provide for community room access;

And Whereas, the Lease Agreement expires on March 31, 2026;

And Whereas the Town and Harrow Health are desirous of entering into a new lease agreement for the Premises on substantially the same terms.

Now Therefore be it resolved that 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 Health Centre Inc, as attached hereto as Schedule "A".
2. **That** this By-Law shall come into full force and effect upon the final passing thereof.

Read a first and second time and provisionally passed on the 2nd day of March, 2026.

Mayor

Clerk

Read a third time and finally passed on March 16, 2026.

Mayor

Clerk

Schedule "A" to By-Law Number 2514

This Lease Agreement made this 1st day of April, 2026.

Between:

Harrow Health Centre Inc
(the "**Lessee**")

And

The Corporation of the Town of Essex
(the "**Lessor**")

Witnesseth:

Whereas the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that 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 premises located at the McGregor Community Centre, 9571 Walker Road, McGregor, Ontario (the "**Community Centre**"); 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 office area of the Community Centre consisting of approximately 578 square feet, as shown on Appendix "A" attached hereto, (the "**Premises**"), upon the following terms and conditions:

To have and to hold the Premises for a five (5) year term (the "**Initial Term**"), to be computed from April 1, 2026, and ending on March 31, 2031, at which time, if mutually agreed upon by the parties in writing, this Lease may be extended for two additional terms of five (5) years each to be computed from April 1, 2031 to March 31, 2036 and then again from April 1, 2036 to March 31, 2041. During the Initial Term and any extension thereof, the rental amount will be increased year over year by the rate of the annual Consumer Price Index as published by The Bank of Canada ("**CPI**").

Yielding and paying therefore as follows:

1. Rental for the Premises payable for the first year of the Initial Term shall be sum of Two-thousand, five-hundred and ninety dollars and sixty-eight cents (\$2,590.68) including Harmonized Sales Tax ("**H.S.T.**") payable in twelve (12) monthly payments of two-hundred and fifteen dollars and eighty-nine cents (\$215.89), including H.S.T. (the "**Rental Amount**") due on the first day of each month of the Initial Term, by way of twelve (12) monthly post-dated cheques made payable to the Lessor and remitted on the execution of this Lease Agreement,
2. This Lease may be extended on its terms and conditions by notice in writing provided by the Lessee and agreed to by the Lessor, at least sixty (60) days prior to the expiry of each term, for two additional terms of five (5) years each to be computed from April 1, 2031 to March 31, 2036 and then again from April 1, 2036 to March 31, 2041.
3. The Rental Amount payable during the Initial Term and any renewal term (collectively, the "**Term**") 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 Rental Amount. A statement noting such increase and new annual Rental 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 this Lease Agreement, cash, or certified funds equivalent to the sum of the first and last months' rent,
5. The Lessee will immediately notify in writing to the Manager of Parks and Facilities of any problems, issues, concerns, repairs, or damage to equipment, or any other mechanical fixtures, utility services or structures of the Lessor requiring immediate attention,
6. 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 Lessee is acting on behalf of or providing authorization of the Lessor in any capacity,

7. The Lessee agrees to only operate a satellite medical centre on the Premises and that any variance or change of services must be confirmed and approved, in writing, prior to any variance or change of service by the Director, Community Services,
8. The Lessee agrees to provide the Lessor with the name and contact information of a qualified supervisor, to the satisfaction of the Lessor, acting reasonably (a "**Supervisor**"). The Supervisor is expected to address any concerns by the Lessor related to the operations of the Lessee at the Premises. If such concerns are unaddressed by the Supervisor, Lessor shall be provided with direct contact with the Lessee in order to address such concerns,
9. The Lessee is to ensure that the public space outside the Premises area is 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,
10. 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 and any equipment located therein,
11. The Lessor to cover all assessed utilities, including gas and electrical, on the Premises during the Term,
12. 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,
13. 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, and
14. Where availability allows it, the Lessor will provide to the Lessee two (2) one (1) hour time slots per week to use the community room at the McGregor Community Centre for the Lessee's sessional recreational programming. The booking of such time slots is to be coordinated with the Lessor, based on availability, and may be amended from time to time by either party to this Lease Agreement prior to each session or with reasonable notice in extraordinary circumstances. The Lessee will be responsible for all setup, takedown, and cleanliness of the community room during such time slots.

The Lessee covenants with the Lessor:

1. To pay rent,
2. To not make any improvements or renovations to the Premises without prior approval in writing of the Lessor and to attend to and pay for such approved improvements/renovations,
3. 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,
4. Not to assign or sublet the Premises without the consent of the Lessor, in the Lessor's sole discretion. The Lessee shall pay the Lessor's reasonable expenses incurred therefor,
5. Not to carry on upon the Premises any business that may be deemed a nuisance or by which the insurance of the Lessor will be increased,
6. 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,
7. 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,
8. 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,
9. 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 five million (\$5,000,000.00) dollars per occurrence and insurance against loss or damage by fire in respect thereof of the demised Premises and any and all improvements, inventory, supplies 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 an additionally

insured party therein. The Lessee shall prior to the Term and on January 1 of each year of the Term provide evidence of such insurance to the satisfaction to the Lessor in its sole discretion,

10. 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, in the sole discretion of the Lessor,
11. 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, and
12. To permit the Lessor and its agents to areas of the building that only can be accessed through the Premises, upon providing reasonable notice to the Lessee.

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

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

Lessee: The Harrow Health Centre
1480 Erie Road South, Harrow, ON N0R 1G0
Telephone: 519-738-2000

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 the covenants of this Lease Agreement, 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 Term in order the Premises to 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 Lease Agreement, 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, 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, and

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 Agreement, 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 Agreement to visit and inspect the same on written notice to the Lessee, given at least twenty-four (24) hours before the time of entry, which shall be during daylight hours and specified in such notice.

-Remainder of page intentionally left blank. Signature blocks to follow-

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

THE CORPORATION OF THE TOWN OF ESSEX

By: _____

Name: Sherry Bondy

Title: Mayor

By: _____

Name: Joe Malandrucolo

Title: Clerk

We have authority to bind the corporation.

HARROW HEALTH CENTRE INC

By: _____

Name: Elise Harding-Davis

I have authority to bind the corporation.

Appendix "A" – Leased Area

Premises indicated in green below.

