

## EMERGENCY MEDICAL SERVICES STATION LEASE

In pursuance of the *Short Forms of Leases Act*, R.S.O. 1990, c. S.11, and dated  
this \_\_\_\_ day of \_\_\_\_\_, 2019

### BETWEEN:

**THE CORPORATION OF THE TOWN OF LASALLE**

hereinafter called "the Town"

**OF THE FIRST PART**

-and-

**THE CORPORATION OF THE COUNTY OF ESSEX**

hereinafter called "the County"

**OF THE SECOND PART**

**WHEREAS** the Town is the owner of the lands municipally known as  
1902 Normandy St., LaSalle ON, N9H 1S4, together with all buildings and  
structures erected thereon;

**AND WHEREAS** the Town has agreed to lease the EMS station located  
at 1902 Normandy St., in the Town of LaSalle, to the County for use as an  
emergency medical services station on the terms and conditions hereinafter set  
out;

**IN CONSIDERATION OF** the rents, covenants and agreements reserved and contained on the part of the County to be paid, observed and performed, the Town and the County agree one with the other as follows:

**1. Premises**

(1) The Town will demise and lease to the County and the County will lease and take from the Town, that portion of the fire station located at 1902 Normandy St., in the Town of LaSalle, containing 3,916 square feet of usable floor area for the purpose of operating an emergency medical services station. The leased premises are shown in bold outline on a floor plan sketch of the said fire station attached hereto as ***Schedule "A"***.

(2) To have and to hold the demised premises for a term of five (5) years commencing on January 1, 2019 and terminating on December 31, 2023 subject to the right of termination as set out in clause 5.

**2. Rents**

(1) The County shall pay to the Town the sum as set out and attached hereto as ***Schedule "B"***, payable in equal, semi-annual installments on January 1 and July 1 in each year for the term of this Lease.

(2) The Town, throughout the term of this lease, is responsible for snow clearing, HVAC maintenance, overall building insurance and building maintenance, all which are calculated and included in the per square foot cost.

(3) The Town, throughout the term of this Lease, is responsible for utilities including water, gas, electric power or energy, and steam or hot water.

(4) As this Lease is being made retroactive to January 1, 2019, the County has agreed to pay to the Town the difference owing (if applicable) by the County in the amount of rent required to be paid herein over and above the amount of rent already paid by the County since January 1, 2018. The parties hereto acknowledge that this retroactive payment has already been paid by the County to the Town prior to the execution of this Lease.

**3. Other Facilities**

In the rare event that the need arises for the County's use of the training room located in the fire station, a request may be made to the Town of LaSalle's fire services department. The Town shall have sole discretion in determining if the request can be accommodated. Any permitted usage of the training room will be provided at no additional cost to the County.

**4. Overholding by the County**

In the event that the Town permits the County to remain in occupation of the premises without objection by the Town after the expiration of the term and any extension or extensions thereof, the County shall be deemed to be a tenant from month to month at a monthly rental rate equal to one-twelfth of the annual rental calculated in accordance with clause 2 and Schedule "B" of this Lease, and otherwise upon and subject to all covenants and agreements of this Lease applicable to a monthly tenancy.

**5. Right of Termination**

If either party wishes to terminate this Lease, then it shall have the right to so terminate this Lease upon giving the other party a minimum of at least 12 months written notice of its desire to do so.

**6. Parking**

The County shall be entitled to the use of ten (10) parking spaces on the lands upon which the demised premises are located, such spaces to be assigned by the Town to the County.

**7. Payment of Rent**

The County covenants with the Town to pay the rent.

**8. Quiet Enjoyment**

The Town covenants with the County for quiet enjoyment, notwithstanding the provisions of clauses 14(1) and 14(2), included herein.

**9. Assignment**

The Town and the County covenant and agree that the County shall not at any time assign this Lease or sublet any part or parts of the premises without the written consent of the Town, which consent shall not be unreasonably withheld, and in the event of any such assignment or subletting, the County agrees that it will provide the Town with a true copy of the instrument of assignment or subletting.

**10. County's Default**

This Lease confirms the right of re-entry by the Town for non-payment of rent or non-performance of covenants by the County.

**11. Liability and Indemnity**

(1) The Town and the County covenant and agree that the Town shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered or sustained by the County, or any employee, agent or invitee of the County, or any other persons who may be upon the lands and premises or for any loss, theft, damage or injury to any property upon the lands and premises however caused.

(2) The Town and the County covenant and agree that the County shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered or sustained by the Town, or any employee, agent or invitee of the Town, or any other persons who may be upon the lands and premises or for any loss, theft, damage or injury to any property upon the lands and premises however caused.

(3) With the exception of claims arising as a result of the Town's negligence or arising as a result of the Town's failure to fulfill its obligations set out in this Lease, the County covenants to indemnify the Town against all claims, including construction lien claims, by any person arising from any want of maintenance thereof or anything done or admitted on or in the vicinity of the demised lands and premises or any other thing whatsoever, whether arising from any breach or default or from any negligence by the County, its agents, contractors, employees, invitees or licensees, or from any accident, injury or damage or any other

cause whatsoever, and such indemnity shall extend to all costs, expenses and liabilities which the Town may incur with respect to any such claim.

**12. Insurance**

- (1) The Town shall insure the building and premises against insurable risks.
- (2) The County shall be responsible for placing insurance upon the contents of the demised premises.
- (3) The County agrees to provide by way of comprehensive public liability insurance pertaining to the demised premises in a minimum amount of \$2,000,000.00, with the Town as an additional named insured and a provision for cross-liability under the insurance policy and to furnish the Town with an updated certificate of insurance annually throughout the term.
- (4) Insurance cannot be cancelled by either party without 30 days written notice.

**13. Repairs by the County**

- (1) The County covenants with the Town:
  - (a) to repair the premises (reasonable wear and tear, and damage by fire, lightning and tempest only excepted);
  - (b) that the Town may enter the premises and view the state of repair on reasonable written notice and during business hours;
  - (c) that the County will repair the premises according to notice in writing from the Town (reasonable wear and tear and damage by fire, lightning and tempest only excepted), and

- (d) that the County will leave the premises in good repair (reasonable wear and tear and damage by fire, lightning and tempest only excepted).

#### **14. Maintenance and Repair by the Town**

- (1) The Town shall be responsible to maintain and repair the exterior of the demised premises and any common internal areas.
- (2) It is understood that from time-to-time, the Town may require access to the leased premises without notice, particularly in the case of emergencies or essential repairs.
- (3) It is understood and agreed that, notwithstanding the other provisions of this Lease, if the building is damaged or destroyed by fire, lightning or tempest or by other casualty against which the Town is insured, so as to render the demised premises unfit for the purpose of the County or incapable of access, the rent hereby reserved or a proportionate part thereof, according to the nature of the damage to the demised premises, shall abate until the demised premises are rebuilt. The Town agrees that it will with reasonable diligence repair the demised premises and make the same capable of access, unless this Lease is terminated as hereinafter provided. If the demised premises are damaged or destroyed by any cause whatsoever such that in the opinion of the architects of the Town the demised premises cannot be rebuilt or made fit for the purposes of the County within 180 days of the damage or destruction, the Town instead of making the demised premises fit for the County may at its option terminate this Lease by giving notice of termination to the County within 90 days after such damage or destruction. Thereupon the rent and any other payment for which the County is liable under this Lease shall be apportioned and paid to the

date of such damage and the County shall immediately deliver up possession of the demised premises to the Town.

**15. Alterations, Partitions, Improvements**

(1) If the County during the term of this Lease or any renewal thereof desires to affix or erect partitions, counters or fixtures in any part of the walls, floors or ceilings of the demised premises, it may do so at its own expense at any time and from time to time provided that the County's rights to make such alterations to the demised premises shall be subject to the conditions contained herein.

(2) Before undertaking any such alterations, the County shall submit to the Town a plan showing the proposed alterations and shall obtain the written approval and consent of the Town, with such consent not to be unreasonably withheld.

(3) All such alterations shall conform to all building regulations then in force affecting the demised premises.

(4) Such alterations will not be of such kind or extent so as to in any manner weaken the structure of the building after the alterations are completed or reduce the value of the building or interfere with the use and enjoyment of the demised premises by the Town.

(5) Except as provided in this clause, the County will not erect or remove or change the location or style of any partitions or fixtures without the written consent of the Town being first obtained.



(6) At the expiration of the term hereby granted or any renewal thereof, the County shall have the right to remove its fixtures (but not the leasehold or structure improvements which shall remain the property of the Town), provided the County restores the demised premises to its condition prior to the installation of the said fixtures.

## **16. Termination**

It is mutually agreed that if the County defaults in any payment of rent when due or in performing any of the terms, covenants or provisions of this Lease, the Town may forward notice in writing of such default to the County. Failure of the County to cure such default to the satisfaction of the Town within 60 days after the date of receipt of such notice shall, at the option of the Town, work as a forfeiture of the Lease and shall give the Town the right, at its option, to treat this Lease as cancelled and terminated. The term and estate vested in the County, as well as all other rights of the County under this Lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this Lease had expired, and the Town may enter in and take possession of the demised premises.

## **17. Notice**

Any notice to be given pursuant to this Lease shall be sufficiently given if served personally upon the party or an officer of the party for whom it is intended, or mailed, prepaid and registered, in the case of the Town addressed to it in care of the Clerk of the Town at **5950 Malden Road, LaSalle Ontario, N9H 1S4**, and, in the case of the County addressed to it in care of the Clerk of the County at **360 Fairview Avenue West, Suite**

202, Essex, Ontario NBM 1Y6, or such other address as the parties may designate by notice in writing. The date of receipt of any such notice shall be deemed to be the date of delivery, if such notice is served personally or, if mailed, 3 days after such mailing.

**18. Time of Essence**

Time shall be of the essence, save as otherwise provided in this Lease.

**IN WITNESS WHEREOF** the parties have affixed their respective corporate seals attested to by the hands of their respective officers duly authorized in that behalf.

**THE CORPORATION OF THE TOWN OF LASALLE**

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MAYOR – M. BONDY

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CLERK – A. ROBERTSON

**THE CORPORATION OF THE COUNTY OF ESSEX**

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WARDEN – G. MCNAMARA

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CLERK – M. BIRCH

## SCHEDULE "A"

### Essex Windsor EMS LaSalle Station

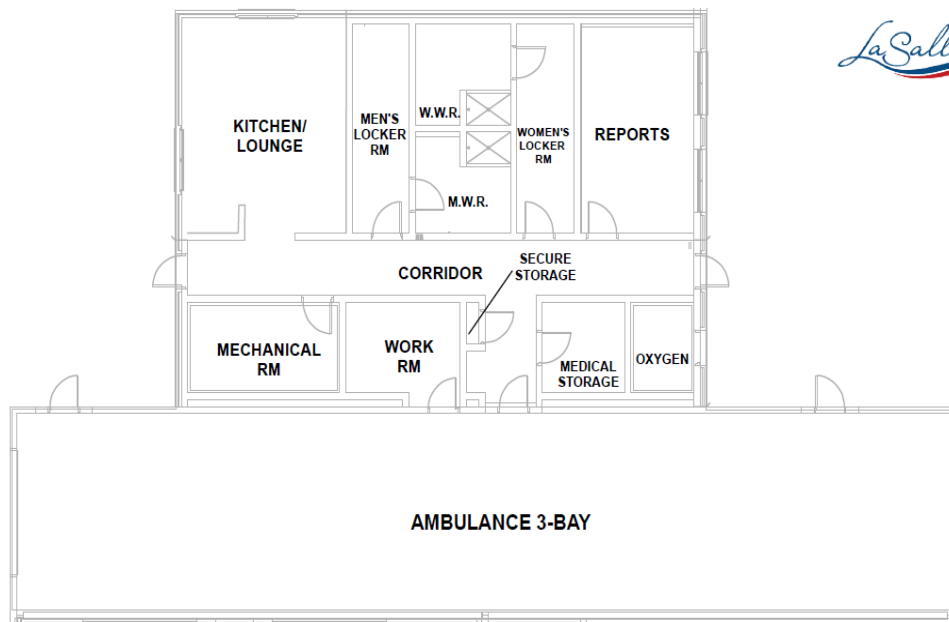
This is an attached facility to the LaSalle Fire Service facility. Access to the property is gained through an automated controlled access and EMS station has parking for a minimum of ten (10) staff vehicles.

Descriptions:

**Ambulance 3- Bay** – 19' X 100' with an area to house 3 ambulances. Automatic garage doors are on the east and west walls. Square footage = 1,900 square feet

**Crew lounge and office space**- 56' X 38" this area is composed of men's and women's locker and washroom areas, kitchen lounge area, report room, mechanical room, clean up room, oxygen storage and medical storage. HVAC is self-contained within the EMS facility. Square footage = 2,128.

Total square footage = 4,028 sq ft.



## **SCHEDULE "B"**

Pursuant to clause 2 of the agreement, rents shall be paid in accordance with the following schedule.

<b>YEAR</b>	<b>BASE RATE PER SQ.FT</b>	<b>UTILITY RATE PER SQ.FT</b>	<b>TOTAL RATE PER SQ. FT</b>
2019	\$10.00	\$1.70	\$11.70
2020	\$10.15	\$1.73	\$11.88
2021	\$10.30	\$1.75	\$12.05
2022	\$10.45	\$1.78	\$12.23
2023	\$10.60	\$1.80	\$12.40

NOTE: Annual increases set at 1.5 %, and said increases shall continue even in the event of overholding as described in clause 4 of this Agreement.