



The Municipal Corporation of the Town of Fort Erie

By-law No. 55-2020

Being a By-law to Authorize the Entry into an Extension Agreement with 5017018 Ontario Inc. (John Krzysz) o/a Garrison Square Plaza (Units 1 & 2, 660 Garrison Road)

Whereas The Corporation of the Town of Fort Erie entered into an Assignment of Lease and Acknowledgement of Consent with the Fort Erie Economic Development & Tourism Corporation and 5017018 Ontario Inc. o/a Garrison Square Plaza (the "Landlord") on January 1, 2020, for Units 1 and 2, Garrison Square Plaza, 660 Garrison Road in Fort Erie, which terminates on July 31, 2020; and

Whereas the COVID-19 Pandemic has stalled the planned renovations required to bring the Economic Development and Tourism Services staff in-house at Town Hall; and

Whereas the Town and the Landlord have agreed to extend the term of the lease for the purposes of continuing to house the Economic Development and Tourism Services staff to November 30, 2020; and

Whereas it is deemed desirable to enter into an Extension Agreement with 5017018 Ontario Inc. o/a Garrison Square Plaza;

Now therefore the Municipal Council of The Corporation of the Town of Fort Erie enacts as follows:

1. **That** the entry into an Extension Agreement with 5017018 Ontario Inc. o/a Garrison Square Plaza commencing on August 1, 2020 and expiring on November 30, 2020, substantially in the form of Schedule "A" attached to and forming part of this by-law, is authorized and approved.
2. **That** the Mayor and Clerk are authorized and directed to execute the Extension Agreement and to affix the corporate seal thereto.
3. **That** the Clerk of the Town is authorized to effect any minor modifications, corrections or omissions, solely of an administrative, numerical, grammatical, semantical or descriptive nature to this by-law or its schedules after the passage of this by-law.

Read a first, second and third time and finally passed this 15th day of June, 2020.

Mayor

Clerk

I, Carol Schofield, the Clerk, of The Corporation of the Town of Fort Erie certifies the foregoing to be a true copy of By-law No. 55-2020 of the said Town. Given under my hand and the seal of the said Corporation, this _____ day of _____, 20____

THIS EXTENSION AGREEMENT is made as of the day of June, 2020

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT ERIE

(the "Town")

and

5017018 ONTARIO INC. o/a GARRISON SQUARE PLAZA

(the "Landlord")

WHEREAS:

1. The Town and 5017018 Ontario Inc. o/a Garrison Square Plaza entered into an Assignment of Lease and Acknowledgement of Consent dated November 20, 2019, wherein the lease between Fort Erie Economic Development & Tourism Corporation and the Landlord, of Units 1 and 2, Garrison Square Plaza, 660 Garrison Road, Fort Erie, Ontario (the "Premises"), was assigned to the Town as more particularly described in the said Assignment of Lease and Acknowledgement of Consent (the "Lease"); and
2. The term of the Lease will expire on July 31, 2020 and the Town has expressed its desire to exercise its Lease Renewal Option and extend the term of the Lease to November 30, 2020; and
3. The Municipal Council of the Town passed By-law No. 55-2020 on June 15, 2020 to authorize the entry into an Extension Agreement with the Landlord to extend the term of the Lease to November 30, 2020;

NOW THEREFORE in consideration of the mutual covenants contained in the Agreement, and other good and valuable consideration, the parties covenant and agree as follows:

1. LEASE RENEWAL TERMS

Renewal Term:	4 Months
Lease Renewal Date:	August 1, 2020
Lease Expiration Date:	November 30, 2020

2. MONTHLY BASE RENT

Monthly Base Rent will be in the amount of \$2,813.07 per month plus HST. This is equal to \$15.07 per square foot base rent (approximately 2228 square feet of rentable area). In addition the Town will continue to pay a per square foot charge for property taxes, common area and management fees ("CAM"). The monthly CAM fee will be in the amount of \$1,420.35 per month plus HST. Monthly Base Rent will be payable on the first day of each month.

3. SECURITY DEPOSIT

The Landlord acknowledges that it is holding the sum of \$3,244.66, including HST, which is held as a security deposit. This security deposit is not to be applied as last month's rent.

4. EXTENSION RIGHTS

The Landlord hereby grants to the Town the option to extend the term of the Lease on terms and conditions to be agreed upon by the Town and the Landlord not less than sixty (60) days prior to the Lease Expiration Date set forth in Paragraph 1.

5. GENERAL PROVISIONS

- a) The Town shall use the Premises only for the purposes of Business Offices.
- b) The Town shall carry on business in the Premises throughout the term of the Lease under the name and style of The Corporation of the Town of Fort Erie.
- c) All notices required or permitted to be given hereunder shall be in writing and delivered or sent by prepaid registered mail to the address of the intended recipient set forth below or at such other address as the parties may from time to time notify of in writing.

To the Town at: The Corporation of the Town of Fort Erie
1 Municipal Centre Drive
Fort Erie, ON L2A 2S6

To the Landlord at: 5017018 Ontario Inc. o/a Garrison Square Plaza
Attention: John Krzysz
P.O.Box 94, Virgil, ON L0S 1T0

- d) The parties shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Extending Agreement that the other party hereto may reasonably require for the purpose of giving effect to this Extending Agreement and carrying out its provisions and completing the transactions contemplated by this Extending Agreement.
- e) Unless the context otherwise requires, words importing the singular in number only shall include the plural and vice versa, words importing the use of gender shall include the masculine, feminine and neuter genders, and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.
- f) The rights and liabilities of the parties shall enure to the benefit of their respective legal representative, heirs, executors, administrators, successors and assigns, as the case may be.
- g) All other terms and conditions of the Lease to remain the same mutatis mutandis.

IN WITNESS WHEREOF the parties have affixed their corporate seals, attested by the hand of their duly authorized officers.

**5017018 ONTARIO INC. o/a
GARRISON SQUARE PLAZA**

Per: John W. Kuzys
Name: _____
Title: Landlord

I have authority to bind the Corporation.

**THE CORPORATION OF THE
TOWN OF FORT ERIE**

Per: _____
Wayne H. Redekop, Mayor

Per: _____
Carol Schofield, Clerk

We have authority to bind the corporation.