

**THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. 4691A-19**

A BY-LAW TO AUTHORIZE THE LORD MAYOR AND TOWN
CLERK TO EXECUTE AN AGREEMENT BETWEEN THE
CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
AND SWEETS AND SWIRLS CAFÉ (Community Centre Lease
Agreement Extension)

**BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE as follows:**

1. THAT the agreement dated the 11th day of March, 2019 between The Corporation of the Town of Niagara-on-the-Lake and Sweets and Swirls Cafe be and the same is hereby approved.
2. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal.
3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 11th DAY
OF MARCH 2019**


LORD MAYOR BETTY DISERO


TOWN CLERK PETER TODD

By-law 4691A-19

THIS LEASE made this 11TH day of MARCH 2019.

B E T W E E N:

THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE
Hereinafter called the "Town"

OF THE FIRST PART

-and-

SWEETS AND SWIRLS CAFE
Hereinafter called the "Lessee"

OF THE SECOND PART

WITNESSETH THAT:

WHEREAS the Town is the owner of the premises known as the Niagara-on-the-Lake Community Centre, 14 Anderson Lane in Niagara-on-the-Lake, in the Regional Municipality of Niagara.

The Lessee has requested and the Town has agreed, to lease the kiosk at the Niagara- on-the-Lake Community Centre for the purpose of operating a cafe.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN
CONSIDERATION OF THE PREMISE THE PARTIES HERETO DO HEREBY
AGREE AS FOLLOWS:

1. Use of the Premises

The Lessee acknowledges that the premises will be used solely for the purposes of food & beverage production, sales and service. The Lessee shall operate under the name Sweets and Swirls Cafe. The Town and Lessee agree that the use as a café includes but is not limited to, the sale of hot & cold beverages, a range of snacks, hors d'oeuvre platters, meals, and sweets in accordance with the demands of its clientele, for on and off premises consumption.

2. Length of Lease

The Term shall commence on January 1, 2019 and shall run for a period of five (5) years unless terminated earlier pursuant to the provisions of this Lease.

3. Renewal Option

The Lessee shall have the first right of refusal to renew the Lease for an additional five (5) year term on the same terms and conditions as this lease based on negotiations of the then fair market rent for premises of similar size, age, location, and use.

4. Rent

The Lessee shall deliver the monthly fee to the Tenant, on or before the twelfth day of each month during the Term commencing on January 1, 2019.

The Lessee covenants and agrees to pay, to the Town the total of \$7382.00 per year (\$615.17 per month which includes utilities and HST, \$544.40 + \$70.77 HST). The rent will increase by 2% after the first year. Year two, three, four and five years the rate will be increased at the lesser of 3% or the Statistics Quarterly, Consumer Price Index.

The Lessee covenants and agrees to pay, to the Town the total of property taxes \$3797.85 per year. This amount includes the property taxes required for the space rented within the building. This amount is based on assessment from Municipal Property Assessment Corporation (MPAC). Upon receiving new assessment, the Lessee will be notified of the increase.

Property taxes will be phased in over three years and increased at a rate of 1/3 of total property taxes in each calendar year.

If the Lessee fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of fifteen percent (15%) per annum, such interest to be calculated from the time such Rent becomes due until paid by the Lessee.

The Lessee may appeal the property tax assessed from MPAC, in whole or in part, directly with MPAC, and seek adjustment to assessed amounts from Municipal or Regional Councils.

5. Leasehold Improvements and Fixtures

The Lessee shall be responsible for the installation, maintenance and replacement of all trade fixtures and leasehold improvements with the space identified in Schedule "A".

Modifications and improvements made by the Lessee to the building, which are fixed to the building, remain the property of the Town. All leasehold improvements, renovations or redecorating shall be subject to prior written approval by the Town, with written request to the Director of Operations or designate.

6. Maintenance

The Lessee will be responsible for cleaning and clearing of the tables in the common area during their regular business hours. The Town shall be responsible for cleaning the common area each day after normal business hours.

7. Other Space

The Lessee shall have right to use, on a non-exclusive basis, in common with the patrons of the Community Centre, the Patio Area. The Lessee shall be responsible for clearing and cleaning the tables in the Patio Area during Normal Business Hours and the Town shall be responsible for cleaning the Patio Area each day after Normal Business Hours.

The Lessee shall have the right to use the garbage enclosure constructed by the Town for the use of the Lessee and the Community Centre. The Lessee shall not pay any Rent for the use of the garbage enclosure. The Town shall be responsible for the removal of garbage and all maintenance associated with the garbage enclosure.

8. Insurance

The Lessee shall provide at their own expense Liability Insurance with a limit of not less than \$2,000,000.00 for bodily injury, property damage, personal injury and with a limit not less than \$1,000,000.00 for tenants legal liability. The Town shall be additionally named under the policy and a copy of the insurance shall be deposited with the Town annually.

9. Signs

The Lessee shall be permitted to install exterior signage on the two-sided roadway sign at the Premises, and also interior signage at the Premises. All signage must be approved by the Town in advance, and shall comply with the provisions of the sign by-law for the Town of Niagara-on-the-Lake. The Lessee will be permitted to advertise on the roadway sign four (4) times per month.

10. Provincial Regulations

The Lessee agrees not to contravene any statutes or regulations of the Province of Ontario or the Dominion of Canada, or any By-law of the Town of Niagara-on-the-Lake or the Regional Municipality of Niagara.

11. Termination Clause

The parties understand that if the Sweets and Swirls Cafe ceases to operate, or the terms of this lease are not met, or in the event payment is not made, the lease will be terminated on thirty (30) days notice and the operation of the room will revert to the Town without penalty to the Town and the Lessee and the Lessee will have thirty days to remove equipment and belongings.

12. Schedules forming part of this

lease Schedule "A" Cafe Plan

Schedule "B" Legal Description

IN WITNESS WHEREOF the parties hereto affix their hands and seals or the hands of their properly authorized signing officers in such behalf:

DATED at the Town of Niagara-on-the-Lake, this 11TH day of MARCH 2019.

IN WITNESS WHEREOF the Parties hereto have signed, sealed and executed these presents under the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of:

THE CORPORATION OF THE TOWN
NIAGARA-ON-THE-LAKE

Per:



LORD MAYOR BETTY DISERO



TOWN CLERK PETER TODD

We have the authority to bind the corporation

SWEETS AND SWIRLS CAFE

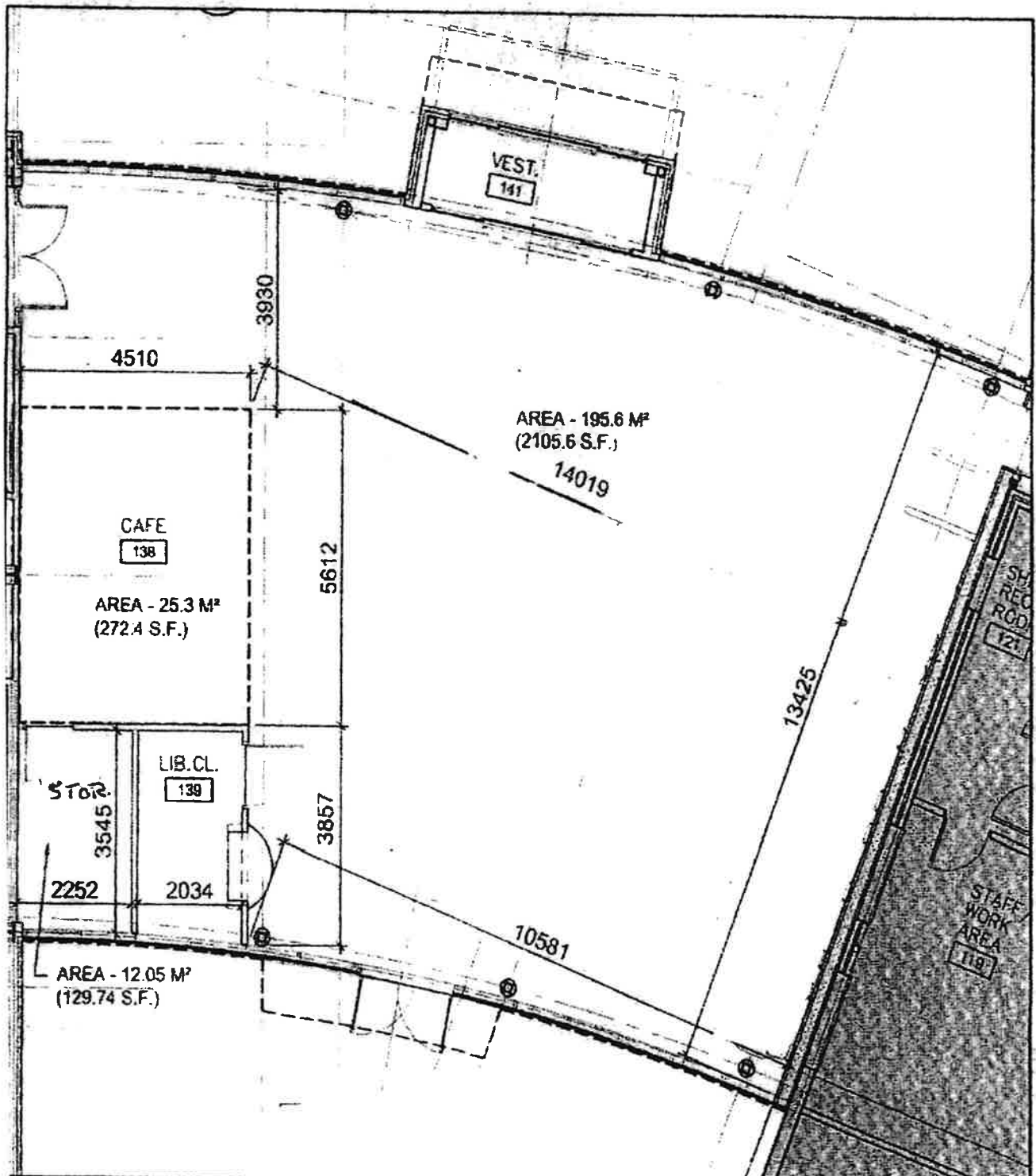
Per:



I, Erinn Lockard, have the authority to bind the
corporation

SCHEDULE "A"

CAFÉ PLAN



SCHEDULE "B"

LEGAL DESCRIPTION

PIN 46402-0137 (LT)

PARCEL 217-1 SECTION M-11

Lot 217 Plan M-11

T/W Lot 214 Plan M-11 as NTP4974

**T/W Part Lot 218 Plan M-11 Part 2 30R-6105 as confirmed by Plan 30BA179 as in
LT99185 (S/T LT3269, LT63814,LT76074 & LT876911)**

Plan M-11 is not a plan of subdivision within the meaning of the Planning Act

**S/T Easement in favour of the Regional Municipality of Niagara over Part 1 30R-11122
as in NR32473**

Niagara-on-the-Lake