



The Corporation of the Town of LaSalle

Date	January 26, 2018	Report No:	CL-08-18
Directed To:	Mayor and Council	Attachments:	Letter from Lakeshore and Agreement
Department:	Council Services	Policy References:	
Prepared By:	Director Council Services/Clerk		
Subject:	Agreement for Lease of Dog Pound Facility		

RECOMMENDATION:

That the report of the Director Council Services/Clerk (CL-08-18) dated January 26, 2018 regarding the request from the Dog Pound Committee to enter into an agreement with the Essex Windsor Solid Waste Authority for the lease of the dog pound facility BE APPROVED and consideration BE GIVEN to the authorizing by-law on the agenda.

REPORT:

The purpose of this report is to transmit the request from the Dog Pound Committee for LaSalle's authorization to enter into an agreement with the Solid Waste Authority for the lease of the dog pound facility. The dog pound is located on lands owned by the Authority in Lakeshore. The Towns of Essex, Lakeshore, LaSalle and Tecumseh are participants and the lease extension is for 20 years. Approval is recommended.

Brenda Andreatta - Director of Council Services

Reviewed by:							
CAO	Finance	Council Services	Public Works	DSI	Culture & Rec	Fire	

TOWN OF LAKESHORE
ADMINISTRATION DEPARTMENT
CLERK'S DIVISION

TO: Mayor and Members of Council
FROM: Mary Masse, Clerk
DATE: January 17, 2018
SUBJECT: Dog Pound Facility Lease Agreement

RECOMMENDATION:

It is recommended that:

1. Council give three readings to By-law 7-2018 to authorize the Mayor and Clerk to execute an agreement with the County of Essex for the lease of property which forms part of the closed Landfill No. 3 located at 914 Puce Road in Lakeshore for the use of a Dog Pound Facility for a twenty (20) year term.

BACKGROUND:

In December of 1996, fourteen former municipalities that existed prior to amalgamation entered into an agreement with the County of Essex to lease property which forms part of the closed Landfill No. 3 to operate a regional dog pound. The agreement, which was for a twenty (20) year period has now expired.

The current users of the pound are the Town of Essex, Town of Lasalle, Town of Lakeshore and the Town of Tecumseh.

COMMENTS:

At their meeting held on September 7, 2016 the Dog Pound Committee recommended that an option to renew the lease for use of the dog pound facility be presented to the Essex Windsor Solid Waste Authority who operate and manage the closed landfill site.

A new draft agreement was prepared by the County of Essex who is the registered owner of the land and reviewed by administration for each respective municipality and legal counsel for the Town of Lakeshore.

A copy of the draft agreement was presented to the Dog Pound Committee on November 15, 2017 and the following was recommended:

Committee member Burns moved and Committee member Bondy seconded:

That the Dog Pound Committee recommends to the partnering municipalities the approval of the draft lease agreement with the County of Essex for use of the dog pound facility located at 914 Puce Road, Lakeshore.

The terms of the lease agreement is for a twenty year period with the ability by either party to terminate the lease with the provision of six months' notice. Similar to the expired lease the four municipalities are responsible for the utilities, maintenance of the facility and access road as well as the fence and gates on the lands shown on schedule "1" to the agreement.

A copy of the draft lease has been circulated to the participating municipalities for approval and signature.

The Dog Pound Committee have also expressed a desire to review the vision and mission for the dog pound with a focus on updating and renewing an operating agreement that will establish the terms of reference for the administration of the pound, the cost sharing formula and establish parameters for including additional partnering municipalities to the agreement. The name of the pound facility will also be given consideration. Recommendations for a draft operating agreement will be presented to each municipal council for approval at a later date.

OTHERS CONSULTED:

The Dog Pound Committee has been consulted and is in agreement with the draft lease. Administration for each municipality were given an opportunity to review the agreement. Solicitor Renick reviewed the draft lease.

FINANCIAL IMPACTS:

There are no financial impacts associated with this recommendation.

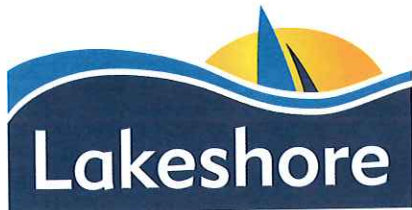
Prepared by:

Submitted by:

Mary Masse
Clerk

Tom Touralias, P. Eng, MBA
Chief Administrative Officer

Attachment(s): Draft agreement received from the Essex Windsor Solid Waste Authority



TOWN OF LAKESHORE

419 Notre Dame St.
Belle River, ON N0R 1A0

January 17, 2018

Town of LaSalle
5950 Malden Road
LaSalle, Ontario
N9H 1S4

Attention: Brenda Andreatta, Director of Council Services/Clerk

Dear Ms. Andreatta:

RE: ESSEX WINDSOR SOLID WASTE AUTHORITY – AGREEMENT FOR DOG POUND

At their meeting of November 15, 2017 the Dog Pound Committee reviewed the attached agreement prepared by the Essex Windsor Solid Waste Authority for the lease of the dog pound facility. At that meeting the following resolution was adopted.

Committee member Burns moved and Committee member Bondy seconded:

That:

The Dog Pound Committee recommends to the partnering municipalities the approval of the draft lease agreement with the Essex Windsor Solid Waste Authority for use of the dog pound facility located at 914 Puce Road, Lakeshore.

Motion Carried

Based upon the recommendation of the committee it will now be necessary to seek approval from the respective Council representing each municipality. Once I receive confirmation from each municipality that the agreement is approved. I will forward originals to you for signature.

Should you require further information regarding the above noted matter, please contact me.

Yours truly,

Mary Masse
Clerk

/km

THIS LEASE made this day of ,2018.

BETWEEN:

THE CORPORATION OF THE COUNTY OF ESSEX
(the "Lessor")

-and-

THE CORPORATION OF TOWN OF ESSEX
THE CORPORATION OF THE TOWN OF LAKESHORE
THE CORPORATION OF THE TOWN OF LASALLE
THE CORPORATION OF THE TOWN OF TECUMSEH
(the "Lessees")

WHEREAS the Lessor is the registered owner of the lands described as part of Lots 14 and 15, Concession 4, in the Town of Lakeshore (formerly the Township of Maidstone), known as the closed Landfill No. 3;

AND WHEREAS the Essex-Windsor Solid Waste Authority operated and now manages the closed Landfill No. 3 on behalf of the Lessor;

AND WHEREAS the Lessees have been operating a Dog Pound on a portion of the Lessor's property which forms part of the closed Landfill No. 3, pursuant to the provisions of the previous Lease Agreement dated December 18, 1996, and the Lessees have requested an extension of that Lease for a twenty {20} year term;

AND WHEREAS the Lessor deems it appropriate to grant this request;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the rents reserved and the covenants and agreements contained herein, and other good and valuable consideration, the parties covenant and agree one with the other as follows:

1. PREMISES

The Lessor hereby leases to the Lessees the buildings and land located on part of Lot 14, Concession 4, in the Town of Lakeshore (formerly the Township of Maidstone) as outlined in red on the Plan attached hereto as **Schedule 1** to this Lease (the "Premises").

2. **LESSEES' COVENANTS**

The Lessees covenant and agree with the Lessor:

(1) **Premises and Term**

(a) To pay rent for the said Premises of four dollars (\$4.00) per year, the first payment to be paid upon the commencement of this Lease, for the purposes of operating and maintaining the existing Dog Pound facility and the access thereto.

(b) This Lease shall come into effect on the date it is signed by the Lessor, and it shall remain in effect for twenty (20) years thereafter, subject to the terms and conditions contained herein.

(2) **Utilities**

To pay as they become due all charges for public utilities, including water, gas, electrical power, energy, steam and hot water used in the Premises, and for all work or services performed by any corporation or commission in connection with the public utilities.

(3) **Maintenance of Premises**

At their own expense to maintain the Premises, including the parking areas, walkways and grounds and every part of them, in good order and condition and promptly make all needed repairs and replacement (reasonable wear and tear excepted) and to keep the premises well-painted, clean and in good condition.

(4) **Access Road**

To maintain and repair the entrance road from Puce Road southerly and easterly to the Premises in a good state of repair, at their expense at all times, and not to install a hard surface on this access road without the prior written consent of the Lessor.

(5) **Fence and Gates**

To maintain, repair and/or replace the existing fence and main gate on the Premises.

(6) Methane Gas Detection

To take whatever steps, at their expense, the Lessees deem appropriate to prevent the infiltration of any methane gas from closed Landfill No. 3 into the buildings located on the Premises.

(7) Heating

To heat the Premises in a reasonable manner at their own expense.

(8) Internet Use

To continue to facilitate, at their own expense, the use of the Lessees' internet connection and power supply from the Premises by the Essex-Windsor Solid Waste Authority for the operation of its weather station currently located on the Premises.

(9) Condition of Premises

To keep the Premises and every part of them in a clean and tidy condition and not to permit garbage, ashes, waste or objectionable material to accumulate on them, and at their own expense to keep the access road, driveways, walkways, grounds, sidewalks and curbs forming part of or adjoining the Premises clean and free from snow and ice.

(10) Inspection and Repair

To permit the Lessor at all reasonable times to enter the Premises to inspect the condition thereof and when such inspection reveals that repairs are necessary, to repair in a good and workmanlike manner, within three (3) calendar months from the date of delivery of a notice from the Lessor setting out the required repairs.

(11) Compliance with Laws

At their expense to comply with the requirements of every applicable by-law, statute, law or ordinance, and with every applicable regulation or order, including the Environmental Compliance Approval issued to the Essex-Windsor Solid Waste Authority by the Ministry of the Environment and Climate Change, and any rules or regulations of the Essex-Windsor Solid Waste Authority with regard to the maintenance of closed Landfill No. 3, and with respect to the condition, equipment, use and occupation of the Premises.

(12) Nuisance or Interference

Not to do or omit to do or permit to be done or omitted anything on or in respect of the Premises, the doing or omission of which shall be or result in a nuisance or shall interfere with the activities being carried out on the adjacent properties which form part of the closed Landfill No. 3 property.

(13) Fire Insurance

To keep the Premises insured during the term of this Lease against loss or damage by fire, lighting, explosion, leakage and standard supplementary perils. The insurance to be carried in an amount of not less than ninety percent (90%) of the replacement value of the Premises with companies acceptable to the Lessor. Premiums for all insurance shall be payable by the Lessees and all loss thereunder shall be payable to the Essex-Windsor Solid Waste Authority.

(14) Liability Insurance

To provide the Lessor with a Certificate of Public Liability Insurance covering the occupation and use of the Premises by the Lessees to the extent of not less than two million dollars (\$2,000,000.00) for all injuries or death to persons or damage to property arising from any one occurrence, with the Lessor and the Essex-Windsor Solid Waste Authority being named as Additional Insureds in the said policy.

(15) Indemnity

To indemnify the Lessor and the Essex-Windsor Solid Waste Authority from liabilities, damages, costs, claims, suits or actions resulting from:

- (a) a breach, violation or non-performance of any covenant or proviso of this Lease on the part of the Lessees; or
- (b) damage to property or injury to any person, including death, resulting from or occasioned by the use or occupation of the Premises, or from being located adjacent to a closed Landfill.

(16) Assignment

3. LESSOR'S COVENANTS

The Lessor covenants with the Lessees:

(1) Quiet Enjoyment

For quiet enjoyment.

(2) Alterations by the Lessees

To permit the Lessees to make, with the consent of the Lessor, such consent not to be unreasonably withheld, alterations, additions and improvements to the Premises that will, in the opinion of the Lessees, better adapt the Premises to the uses for which the Premises are being put by the Lessees; provided, however, that the alterations, additions and improvements shall not impair the structural integrity of the building. All fixtures, improvements, erections or alterations made to the Premises by the Lessees shall be made at their own expense and shall remain the property of the Lessees and upon, or at any time before the termination of this Lease, shall be removed from the Premises by the Lessees; provided further that if any injury or damage is caused to the Premises by removal of the fixtures, the Lessees shall forthwith cause the injury or damage to be repaired at their expense, and if the Lessees do not make the repairs or cause them to be made promptly, they may be made by the Lessor, and the costs thereof may be recovered from the Lessee.

4. FORFEITURE OF LEASE

It is agreed between the parties that, if, without the written consent of the Lessor, the Premises remains vacant or not used for a period thirty (30) days, the Lease shall terminate and the term shall immediately become forfeited, in which event the Lessor may re- enter and take possession of the Premises as though the Lessees or any occupant or occupants of the Premises was or were holding over after the expiration of the term without any right.

5. NON-LIABILITY OF LESSOR

Neither the Lessor nor the Essex-Windsor Solid Waste Authority shall not be liable or responsible in any way for personal injury or death suffered by the Lessees or any employee of the Lessees or any other person who may be upon the Premises, or for any loss of or damage or injury to property belonging to the Lessees or their employees or to any other

person resulting from the use or occupation of the Premises, or from being located adjacent to a closed landfill, provided however, that this paragraph shall not apply to injuries, damages or death caused directly by the negligent, reckless or willful conduct of the Lessor or the Essex-Windsor Solid Waste Authority, their respective employees, agents or representatives.

6. LESSOR'S RIGHT TO PAY LESSEES' OBLIGATIONS

If the Lessees fail to pay any rates, premiums or charges which it has covenanted to pay in this Lease, the Lessor may pay them and charge the sums paid to the Lessees who shall pay them forthwith on demand; and the Lessor, in addition to other rights, shall have the same remedies and may take the same steps for the recovery of all such sums as if they were rent in arrears. All arrears of rent and monies paid by the Lessor under this Lease shall bear interest at the rate of 1.5% per month from the time the sums become due until paid to the Lessor.

7. BUILDINGS

Subject to the provisions regarding "Alterations by the Lessees", any building placed or erected upon the Premises shall not be removed and shall be subject to all the provisions of this Lease, and no new building shall be erected upon the Premises without prior written consent from the Lessor.

8. STRUCTURES

Whenever in this Lease reference is made to the Premises it shall include all structures, improvements and erections in or upon the Premises or any part of them from time to time.

9. WAIVER OF BREACHES

The failure of the Lessor to insist upon a strict performance of any of the covenants and provisos shall not be deemed a waiver of any rights or remedies that the Lessor may have, or a waiver of any subsequent breach or default.

10. TERMINATION

This Lease may be terminated upon either Party providing the other with six (6) months' notice of termination. Such termination is to take effect on a day that is six (6) months after the date upon which notice was delivered to the Lessor, or in the case of the Lessees, on a date that is six (6) months after the date upon which notice is delivered to the last of the Lessees.

11. NOTICES

Any notice, request or demand provided for in the Lease shall be sufficiently given or made if mailed by registered mail, postage prepaid, addressed to the parties at their respective municipal offices, to the attention of the Clerk.

12. INTERPRETATION

Words importing the singular number only shall include the plural and vice versa. Words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations.

13. BINDING EFFECT

This Lease, and everything contained in it, shall extend to, bind and enure to the benefit of the successors and assigns of each of the Parties to it, subject to the consent of the Lessor being obtained, as provided in this Lease, to any assignment or sub-lease by the Lessees. All covenants contained in this Lease shall be deemed joint and several and all rights and powers reserved to the Lessor may be exercised by either the Lessor or its agents or representatives.

14. COUNTERPARTS

This Lease may be signed in counterparts, and each counterpart shall be deemed to be an original. Together, all counterparts form one single document. Facsimile reproductions of signatures shall be deemed to be original.

IN WITNESS WHEREOF the parties hereto have set their corporate seals under the hands of the appropriate officers.

**THE CORPORATION OF
THE COUNTY OF ESSEX**

WARDEN - T. BAIN

CLERK - M. BIRCH

**THE CORPORATION OF
THE TOWN OF ESSEX**

MAYOR - R. McDERMOTT

CLERK - R. AUGER

THE CORPORATION OF
THE TOWN OF LAKESHORE

MAYOR- T. BAIN

CLERK- M. MASSE

THE CORPORATION OF
THE TOWN OF TECUMSEH

MAYOR - G. McNAMARA

CLERK - L. MOY

THE CORPORATION OF
THE TOWN OF LASALLE

MAYOR- K. ANTAYA

CLERK - B. ANDREATTA

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SCHEDULE 1 - DRAFT

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