

## **FIRE STATION # 1 FONTHILL**

THIS LICENSE made this 16th day of May, 2001,

BETWEEN:

### **THE CORPORATION OF THE TOWN OF PELHAM**

Hereinafter called the "Licensor"

OF THE FIRST PART

- and -

### **THE REGIONAL MUNICIPALITY OF NIAGARA**

Hereinafter called the "Licensee"

OF THE SECOND PART

WHEREAS the Licensor owns and operates the Fire Hall located at 177 Regional Road 20 in the Town of Pelham.

AND WHEREAS the Licensor has agreed to the joint use of the lands and premises more particularly shown shaded in Schedule "A" attached hereto and hereinafter referred to as the "premises" for the purpose of a station for land ambulance services.

NOW THEREFORE this license witnesses as follows:

1. In consideration of the fees, covenants and agreements hereinafter respectively reserved and contained on the part of the Licensee to be respectively paid, observed and performed, the Licensor does give the Licensee permission to occupy the premises for the purpose of a station for land ambulance services.
2. (a) To have and to hold the premises for and during the term of one (1) year to be computed from the 1<sup>st</sup> day of March, 2001, and terminating the 28th day of February, 2002.  
  
(b) Provided that if the Licensee shall pay the fee when due and perform and observe the covenants, provisos and agreements herein contained, the Licensee shall have the option to renew this license upon mutual agreement of both parties on the same covenants, provisos and agreements, for a further term of up to 8 months on a month to month basis, to be computed from the 1<sup>st</sup> day of March, 2002, and terminating the 31st day of October, 2002.
3. Yielding and paying during the said term unto the Licensor the sum of SIX THOUSAND DOLLARS (\$6,000.00) of lawful money of Canada, in equal monthly payments of FIVE HUNDRED DOLLARS (\$500.00) to be paid on the first day of each month.
4. The Licensee covenants with the Licensor to pay the fee.
5. Proviso for re-entry by the Licensor on non-payment of fee or non-performance of covenants.
6. The Licensor shall provide janitorial, cleaning, maintenance and repairs for the interior and exterior of the premises, including but not limited to snow removal and utilities, and the Licensee shall pay its portion for any and all such costs directly attributed to the use of the ambulance station as identified by the Licensor. The proportionate share of the costs shall be calculated according to the percentage use of the building as shown on Schedule "A", which may be adjusted by mutual consent from time to time, and the previous year's expenditures as shown on Schedule "B", which will be adjusted annually and in accordance with Schedule "A".

7. The Licensee covenants with the Licensor:

- (a) to maintain and leave the premises in a good state of repair, with the exception of any reasonable wear and tear or damage by fire, lightening or tempest;
- (b) at the termination of the license to remove its fixtures;
- (c) to obtain and maintain throughout the entire term of this license public liability insurance in an amount of at least Ten Million Dollars; and
- (d) to indemnify and save harmless the Licensor against any and all claims made against the Licensor or the Licensor's officers, directors, employees, servants or agents of any nature whatsoever and from whatever source arising, for damages to property or injury to or death of any person or persons arising from, caused by or resulting from the occupation or use of the premises.

8. This license shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Parties have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

SIGNED SEALED AND DELIVERED

) THE CORPORATION OF THE TOWN OF PELHAM

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) (Ralph Beamer, Mayor)

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APPROVED FOR EXECUTION

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LEGAL SERVICES

) THE REGIONAL MUNICIPALITY OF NIAGARA

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) (Debbie M. Zimmerman, Regional Chair)

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) (Thomas R. Hollick, Regional Clerk) 2001.10.29

SCHEDULE "A"

FIRE STATION # 1 FONTHILL

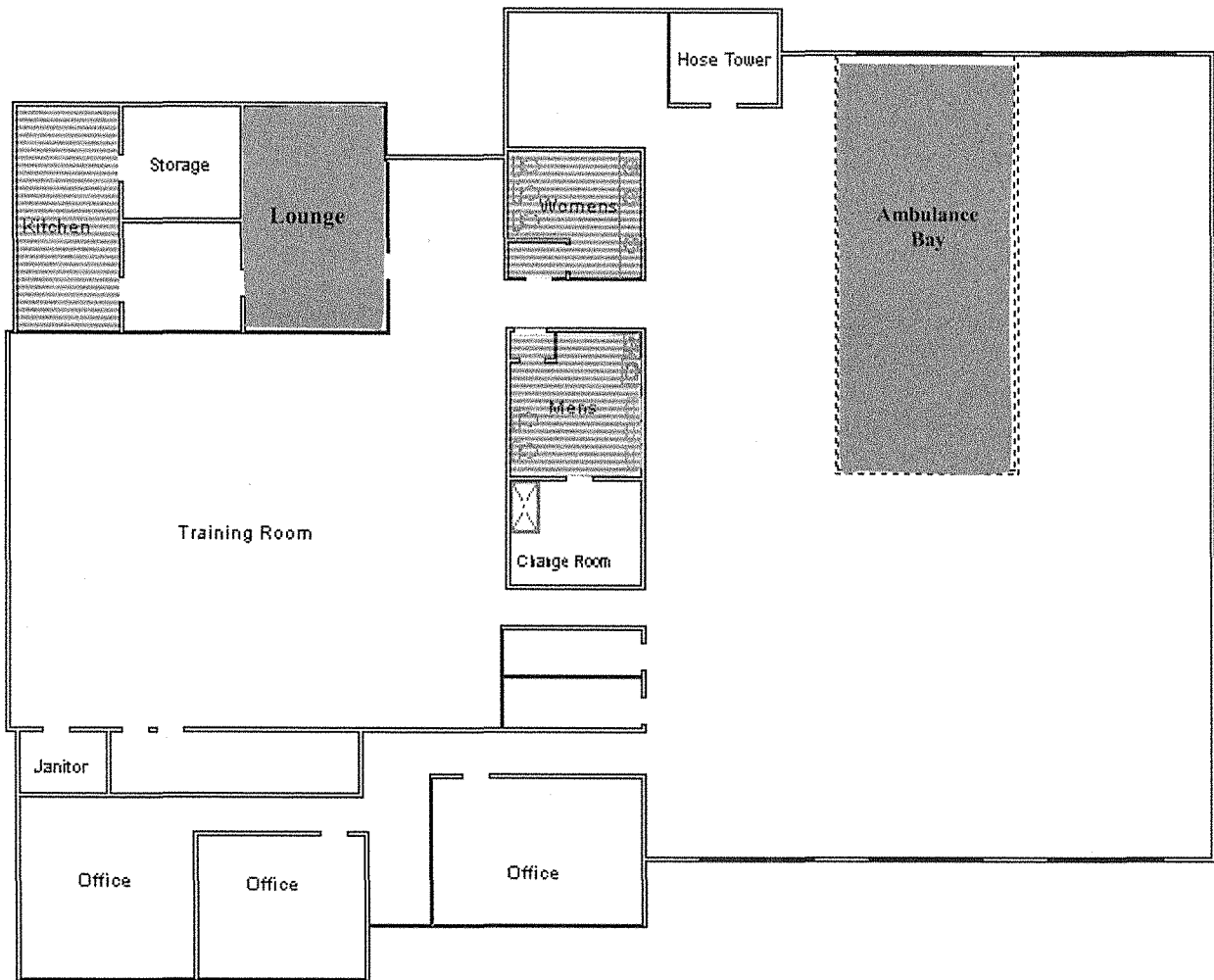
CALCULATION OF PROPORTIONATE SHARE OF SPACE

	Dimensions	Square Feet	Percentage of Use	Proportionate Area
Bay Area	16' x 36.75'	588.00	100%	616.00
Kitchen	21.33' X 10.17'	216.93	25%	54.23
Lounge	14 x 21.33'	298.62	100%	298.62
Washrooms	(11.33'x 12.57)+(11.33' x 12')	278.38	50%	139.19
<b>Total Proportionate Area:</b>				<b>1108.04</b>

Total Fire Station building area = 9039.8± square feet; therefore, the proportionate use is

$$\frac{1108.04 \text{ square feet}}{9039.8 \text{ square feet}} \times 100 = 12.25 \%$$

The Region portion of the expenses is 12.25% on a proportionate basis.



**SCHEDULE "B"**

**FIRE STATION # 1 FONTHILL**

**PROJECTED ANNUAL OPERATIONAL COSTS FOR FIRE STATION  
FOR THE YEAR 2001**

	<i>Total Annual Expenditures</i>	<i>Ambulance Portion (based on 12.25%)</i>
Heating	4000.00	490.00
Hydro	7000.00	857.50
Grounds Maintenance	700.00	85.75
Water	300.00	36.75
Snow removal	1500.00	183.75
Janitorial	500.00	61.25
Building Supplies/Services	4000.00	490.00
<b>TOTAL:</b>	<b>\$18000.00</b>	<b>\$2205.00</b>

**THE REGION PORTION OF COSTS FOR  
FIRE STATION # 1 FONTHILL**

RENT	500.00	
OPERATIONS	170.13	
<b>TOTAL:</b>	<b>\$670.13</b>	<b>monthly</b>

**Aon Reed Stenhouse Inc.**20 Bay Street  
Toronto, Canada M5J 2N9  
Tel: (416) 868-5500 Fax: (416) 868-5580**Memorandum of Insurance**

No. M8 /01-02

**To: The Corporation of the Town of Pelham**  
Attn: Cheryl Mcliette, Town Clerk  
P.O. Box 400  
Fonthill, ON L0S 1E0**Re:** Evidence of insurance for lease of 177  
Regional Road 20, Town of Pelham  
(Fire Station # 1, Fonthill)**Facsimile:** 905-892-5055

*Insurance as described herein has been arranged on behalf of the insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.*

**Insured:** **The Regional Municipality of Niagara**  
2201 St. David's Road, P.O. Box 1042  
Thorold, ON L2V 4T7**Coverage:****Commercial General  
Liability**

Insurer	Policy No.	Policy Eff.Date	Policy Exp.Date	Limit(s) of Liability not less than/ Perils Insured
St. Paul Fire & Marine Insurance	ON GEN22316	July 1/01	July 1/02	\$10,000,000 INCLUSIVE Bodily Injury and Property Damage subject to aggregate where applicable

*This memorandum constitutes a statement of the facts as of the date of issuance and are so represented and warranted only to the insured; other persons relying on this memorandum do so at their own risk.*

**Aon Reed Stenhouse Inc.**

Dated October 30, 2001, at Toronto, Ontario

Mary Smith, Supervisor  
Technical Services Department  
Direct Line: 416-868-5637

**THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE  
OR, IN THE CASE OF AUTOMOBILE INSURANCE,  
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE**