



OFFICE OF THE CITY CLERK COUNCIL SERVICES

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CITY HALL
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CAO APPROVAL

The Chief Administrative Officer approved the following recommendation:

Report Number: CAO 106/2024

Approved: Wednesday, May 15, 2024

I. THAT **APPROVAL BE GIVEN** for a lease agreement between The Corporation of the City of Windsor and George Durocher and Sons Inc. for the lease of part of 4365 Sandwich Street and part of 0 GN Booth, in accordance with the following terms:

BASIC TERMS:

- | | |
|-----------------------------|--|
| a) Tenant | George Durocher and Sons Inc. |
| b) Commencement Date | May 1, 2024 |
| c) Termination Date | April 30, 2025 |
| d) Leased Lands | Approximately seven (7) acres of land along the eastern boundary of 4365 Sandwich Street and 0 G N Booth |
| e) Annual Basic Rent | \$2,000.11, plus HST |
| f) Security Deposit | None |
| g) Land Taxes | Payable by Tenant |
| h) Utilities | Not applicable |
| i) Permitted Use | Farming |
| j) Insurance | General Liability Insurance, including sudden and accidental pollution coverage |



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Minimum Limit \$2,000,000

Tenant's Legal Liability Insurance

Minimum Limit \$300,000

The Corporation of the City of Windsor to be listed as an additional insured, include cross liability and 30 days' notice of cancellation

k) Renewal

One (1) year option to renew upon mutual consent and on the same terms and conditions, save and except rent. The term recommended represents the renewal period

l) Guarantor

None

m) Special Provisions:

Tenant acknowledges that the Landlord makes no representations that the Leased Lands are suitable for farming. Tenant acknowledges the Leased Lands are located adjacent to the Windsor Biosolids Processing Facility and Tenant agrees to assume any risks associated with farming such Leased Lands. Tenant further agrees to indemnify and hold the Landlord harmless from any claims of third parties arising from the use, sale, or consumption of any crops grown by the Tenant on the Leased Lands.

Tenant covenants with the City that throughout the Term it shall:

(i) Cultivate, seed and harvest the said Leased Premises only in a manner consistent with the practice of a prudent farmer so as to not impoverish or waste the Leased Lands

(ii) Use the Leased Lands for the purpose of crop production only.



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(iii) Not change the natural course of any waterways on the said Leased Lands or cut down trees growing thereon, nor permit any other person to do so.

(iv) Keep the Leased Lands free of any noxious weeds

II. THAT the Chief Administrative Officer and City Clerk **EXECUTE** a Lease Agreement, to be satisfactory in form to the City Solicitor, in content to the Lease Administrator and the Executive Director, Pollution Control / Deputy City Engineer, and in financial content to the City Treasurer.

Report Number: CAO 106/2024
Clerk's File: APM/14708

Anna Ciacelli

Deputy City Clerk / Supervisor of Council Services
May 16, 2024

Department Distribution

Lease Administrator
Manager, Real Estate Services
Acting City Solicitor
Acting Commissioner, Corporate Services
Executive Director, Pollution Control / Deputy City Engineer
Acting Commissioner, Infrastructure Services
Commissioner, Finance / City Treasurer
Chief Administrative Officer

External Distribution