



## OFFICE OF THE CITY CLERK COUNCIL SERVICES

Phone: (519)255-6211

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### CAO APPROVAL

The (Acting) Chief Administrative Officer approved the following recommendation:

**Report Number: CAO 147/2022**

**Approved: June 20, 2022**

I. That **APPROVAL BE GIVEN** to a license renewal agreement between The Corporation of the City of Windsor and Vanessa Shields for the exclusive use of the Stable Yard located at the Coach House within Willistead Park (1899 Niagara Street) in accordance with the following terms:

#### **BASIC TERMS:**

- |                              |  |
|------------------------------|--|
| a) Licensee                  | Vanessa Shields  |
| b) Commencement Date         | August 1, 2022   |
| c) Term                      | One (1) year   |
| d) Termination Date          | July 31, 2023  |
| e) Licensed Premises         | The Stable Yard at the Coach House<br>Willistead Park, 1899 Niagara Street<br>Windsor, Ontario N8Y 1K3 |
| f) Area of Licensed Premises | 578 square feet (Licensed area) approximately  |
| g) Annual License Fee        | \$5,746.59, plus HST   |
| h) Monthly License Fee       | \$ 478.88, plus HST  |
| i) Security Deposit          | None   |
| j) Land Taxes                | Included in license fee  |



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- k) Utilities** Included in license fee
- l) Permitted Use** Office Space / Artists' Space
- m) Insurance** General Liability Insurance  
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 additional insured and 30 days' notice of cancellation
- n) Renewal** Upon mutual consent of the Licensee and Licensor, a one (1) year option to renew on the same terms and conditions herein, save and except the license fee, which is to be negotiated. The term recommended herein represents the renewal term
- o) Guarantor** None
- p) Special Provisions:** Licensee shall comply with the most up-to-date regulations in place under the *Emergency Management and Civil Protection Act*, as amended from time to time, regardless of the frequency of such amendments. Licensee shall also comply with any guidelines and best practices issued by the Province of Ontario or any other governing body in relation to limiting the spread of COVID-19
- Licensee acknowledges and assumes responsibility for complying with the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020*, S.O. 2020, c. 17, as may be amended from time to time, and all regulations, rules, and orders issued thereunder, including, without limitation, any masking requirements, physical distancing requirements, capacity



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limits, and proof of vaccination requirements (the “**COVID Rules**”). Licensee further agrees to indemnify and hold harmless The Corporation of the City of Windsor from any and all liability, fines, loss, claims, demands, costs and expenses arising in any way from any failure to comply with the COVID Rules

Licensor is currently responsible for housekeeping at the Licensed Premises. In the event that Licensee does not wish to have the Willistead Manor Custodian enter the Licensed Premises for the purpose of housekeeping, then Licensee shall be solely responsible for the conduct and costs of housekeeping at the Licensed Premises and must ensure that same are maintained to the satisfaction of the Executive Director of Recreation & Culture, or designate, acting reasonably. There will be no reduction in the license fee if the Licensee chooses to be responsible for housekeeping at the Licensed Premises

Access to the Licensed Premises will be between normal operating hours of 8:30 am to 4:30 pm, Monday to Friday. Should the Licensee require access to the Licensed Premises outside of the normal operating hours, the Licensee must advise the Supervisor and / or Custodian of Willistead Manor one week prior to the date of the access being sought, so that arrangements can be made to disarm the alarm at the Licensed Premises

Licensee shall not alter the Licensed Premises without prior written consent from the



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Executive Director of Recreation & Culture, or  
designate, acting reasonably

Licensee can terminate the License Agreement  
upon one month's written notice to Licensor;

and,

II. That the Chief Administrative Officer and City Clerk **BE AUTHORIZED** to sign a License Renewal Agreement, to be satisfactory in a form to the City Solicitor, in content to the Lease Administrator and Executive Director of Recreation & Culture and in financial content to the City Treasurer.

Report Number: CAO 147/2022

Clerk's File: SR2022

*Anna Ciacelli*

Deputy City Clerk/Supervisor of Council Services

June 21, 2022

### Department Distribution

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| Lease Administrator  |
| Manager of Real Estate Services  |
| (Acting) Commissioner, Legal &<br>Legislative Services                         |
| Executive Director of Recreation & Culture                                     |
| Commissioner, Community Services   |
| Commissioner, Corporate Services / Chief<br>Financial Officer / City Treasurer |
| (Acting) Chief Administrative Officer  |

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