



**THIS LEASE AGREEMENT**, IN DUPLICATE, in pursuance of the *Commercial Tenancies Act, 1990* between:

**BETWEEN**

**THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND  
GRENVILLE ("LANDLORD")**

OF THE FIRST PART

**AND**

**LEEDS, GRENVILLE AND LANARK DISTRICT  
HEALTH UNIT ("TENANT")**

**This Agreement made effective the 1<sup>st</sup> day of January, 2024**

**IN CONSIDERATION** of the rents reserved and the covenants contained in this Lease Agreement on the part of the Tenant, the Landlord hereby leases to the Tenant those premises situated at 375 William Street South, Gananoque, Ontario as detailed below.

## **1. INTERPRETATION**

### **a. Definitions under this Agreement**

"Agreement" means this Lease Agreement, including any Schedules and/or Amendments attached to and/or issued in the future, agreed to and duly signed by both parties.

"Landlord" means The Corporation of the United Counties of Leeds and Grenville, owner and operator of the building located at 375 William Street South, Gananoque.

"Tenant" means the Leeds Grenville and Lanark District Health Unit. "Term" means the period in which this Lease Agreement will be in effect.

### **b. Miscellaneous**

- i) The laws of the Province of Ontario shall apply to the interpretation of this Agreement and any reference to a statute in this Agreement includes any subsequent amendments or replacement and substitution of that statute.

- ii) Whenever used in this Agreement, the word "shall" shall be construed as mandatory and the word "may" shall be construed as permissive.
- iii) The titles in this Agreement have been inserted for convenience and for reference only and in no way define, limit or enlarge the scope or meaning of any provision of this Agreement.
- iv) Where the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine.

## **2. PROGRAM PARTICIPATION - LANDLORD**

The Landlord shall:

- a. covenant that the building is properly zoned for the use of the building by the Town of Gananoque.
- b. lease to the Tenant those premises located at 375 William Street South (Rooms 115, 126, 127, 128, 130 and 131), Gananoque, Ontario. This space comprises of 1,379.81 square feet of exclusive space and 625.29 square feet of common space (20.21% of total common space) for a total billable of 2,005.10 square feet.
- c. pay for all costs of maintenance of the building including snow and ice removal, landscaping, fire safety testing, alarms, extinguishers, gas/hydro, water, cleaning, building repairs as per the terms of this Agreement, building insurance and property taxes.
- d. make renovations and improvements in accordance with all municipal zoning by-laws, Building and Fire Codes and all other regulatory requirements for a building of this type of use.
- e. repair and keep in good condition the foundation and main walls, roof, floor, drains, driveway, plate glass windows (refer to Section 3e) and landlord-owned parking areas. The Landlord's obligation under this paragraph shall be limited to structural or capital repairs, minor maintenance and ongoing repairs of the plumbing and heating systems; saving such damage or disrepair which is caused by or results from the negligent acts or omissions of the Tenant, its agents and/or clients/customers.
- f. covenant with the tenant for quiet enjoyment.

## **3. PROGRAM PARTICIPATION - TENANT**

The Tenant shall:

- a. pay to the Landlord the annual sum of **twenty-three thousand, two hundred and eighty-five dollars and seventy-six cents (\$23,285.76)** (approx. \$11.61/square foot) plus HST, subject to adjustment contained later in this Agreement or in subsequent Schedules and/or Agreements. The aforementioned sum shall be payable in equal monthly installments of **one thousand, nine hundred and forty-eight cents (\$1,940.48)** plus HST in advance by the first (1<sup>st</sup>) day of each month during the term of this Agreement.

United Counties of Leeds and Grenville By-law 09-87 states that, *"all invoices will be subject to a late payment charge of 1.25% simple interest (15% annum) to be calculated based upon the balance owing after 30 days."*

- b. comply with all rules, regulations and policies governing the management, maintenance and administration of the building.
- c. maintain the premises in a state of cleanliness and to repair any damage caused thereto by its own willful or negligent conduct or that of any persons who are permitted on the premises by it.
- d. arrange and pay for the installation of telephone, computer equipment and service and internet service and shall pay the ongoing costs related to such for the duration of this Agreement.
- e. if desired, upon prior written consent by the Landlord, purchase and attach signage to the front of the building or entrance door that it considers necessary in the proper conduct of its business. The Tenant shall remove all signs from the leased premises at the end of the term of this Agreement and the Tenant shall compensate the Landlord for any damage caused to the leased premises by the removal of the signs. In the event the Landlord is required to replace the plate glass due to any reason, the Tenant shall be responsible for replacing any signage appended to the plate glass at Tenant's own cost.
- f. not carry on or permit to be carried on any business upon the premises that shall be deemed a nuisance or by which the premises shall be injured or damaged and shall use and occupy the premises for the operation of business of the Health Unit and for no other purpose.
- g. not assign, sublet, part with or share possession of the leased premises or any portion thereof without prior written approval of the Landlord.
- h. notify the Landlord, in writing, immediately of any accidents that may occur within and/or on the leased premises of the building.
- i. permit the Landlord and its agents to enter the leased premises at all reasonable times and with prior notice to examine the leased premises and to enter at such times to make repairs, amendments and alterations necessitated by damage caused under the terms and conditions of this Agreement and/or to exhibit the premises to any prospective tenant during the two (2) months previous to the expiration of the Tenant's occupancy of the premises.
- j. obtain and keep in force and effect during the term of this Agreement, a policy of Comprehensive General Liability insurance with respect to the leased premises in which limits shall not be less than two million dollars (\$2,000,000) per occurrence. The Landlord shall be added as an additional insured with a cross-liability clause on each policy of comprehensive insurance listed above with an undertaking from the insurance company that such insurance shall not be cancelled or reduced in coverage without thirty (30) days' notice prior to any change. The Tenant shall provide a copy of the insurance certificate to the Landlord prior to the start of this Agreement and/or at any time at the request of the Landlord.

- k. maintain in good standing their Workplace Safety and Insurance Board (WSIB) account, if applicable, for the duration of this Agreement. The clearance certificate shall be supplied prior to the start date of this Agreement and/or at any time at the request of the Landlord.
- l. not make or permit any major alterations, additions or modifications to the premises without prior written approval of the Landlord. Any alteration/modification, addition or improvement made by the Tenant pursuant to this Agreement shall become and remain the property of the Landlord upon termination of this Agreement. In respect to such alterations/modifications, a separate agreement shall be drawn up designating responsibilities of each party, however, the Tenant, upon the request of the Landlord on or before the end of the term, shall return the premises to the state in which they were before any such alterations were made.
- m. not permit any construction lien or other liens of work, labour, services and/or materials ordered by it or for the cost of which it may be in any way obligated to attach to or be registered against the Landlord's property. Whenever and so often as a lien shall attach or be registered or claim shall be filed, the Tenant shall, within thirty (30) days of receipt of claim, procure the discharge of the lien by payment or by giving security or in such other manner as is or may be required or permitted by law. The Tenant further covenants

that whenever and so often as certification of action is registered relating to any lien, the Tenant shall within thirty (30) days have it vacated and provide proof of registrations to the Landlord.

#### **4. TERM AND TERMINATION**

- a. The term of this Agreement shall be for **one (1) year, commencing the first (1<sup>st</sup>) day of January, 2024, and terminating the thirty-first (31<sup>st</sup>) day of December 2024.**
  - b. This Agreement may be extended for a further twelve (12) month period if both parties agree, in writing, sixty (60) days prior to the Agreement expiry date under the same terms and conditions of the Agreement subject to renegotiation of the rental amount in section 3a) and any extension may be subject to Counties Council approval.
  - c. Either party may terminate this Agreement by providing written notice of no less than ninety (90) days.
  - d. Should the Tenant make an assignment for the benefit of creditors or become bankrupt or insolvent, the Tenant shall take the benefit of any act that may be in force for the benefit of bankrupt or insolvent debtors, or if receiving order in bankruptcy shall be made against the Tenant or if the terms granted by this Agreement be at any time seized or taken in execution of in attachment, then if the Landlord decides this Agreement shall cease and the term created by it be at an end, anything herein to the contrary withstanding and the full amount of the rent for the current month and the next ensuing three (3) months shall immediately become due and payable to the Landlord and the Landlord may re-enter and take possession of the premises.
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e. Destruction or Damage to Premises:

- i. If during the continuance of this Agreement, the premises are totally destroyed by fire or the elements or are partially destroyed so as to render them wholly unfit for occupancy or if they shall be so badly damaged that they cannot be repaired with reasonable diligence within sixty (60) days of the happening of the damage then this Agreement shall terminate from the date of the damage and the Tenant shall immediately surrender the premises and all interest in them to the Landlord and the Tenant shall pay rent until the time of the damages and the Landlord may re-enter or re-possess the premises discharged of this Agreement and may remove all persons from them.
- ii. If the premises are partially destroyed by fire or the elements, and can be repaired with reasonable diligence within sixty (60) days from the happening of the damage, but if the damage is such as meanwhile to render the premises wholly unfit for the carrying on in them of the Tenant's business, then the Landlord shall repair the premises with all reasonable speed and rent shall not accrue while the repairs are being made and if the Landlord shall not have completed the repairs so as to make the premises available for resumption of the Tenant's business within sixty (60) days from the date when the premises were made available by the Tenant to the Landlord to proceed with the repairs, the Tenant may if it chooses surrender the premises to the Landlord and this Agreement shall terminate from the date of the surrender.

**5. INDEMNIFICATION**

Except to the extent that the loss of life, personal injury or damage to property is caused by the negligence of the Landlord or another person for whose negligence the Landlord is responsible in law, the Tenant shall indemnify the Landlord, its Directors, officers, contractors, employees and agents and save harmless from and against any and all claims, actions, damages, liability and expenses in connection with the loss of life, personal injury or damage to property arising from any occurrence on the leased premises or the occupancy or use of the lease premises or occasioned wholly or in part by an act or omission of the Tenant, its officers, employees, customers, contractors or other invitees or by anyone permitted by the Tenant to be on the leased premises.

**6. ARBITRATION**

- a. In the event of a dispute between the parties with respect to the interpretation of this Agreement or their obligations thereunder, the parties shall make good faith efforts to resolve the dispute by negotiation.
  - b. Either party may, at any time, give written notice of a dispute to the other. No later than ten (10) days after the delivery of a notice of a dispute, the parties shall meet and attempt, in good faith, to resolve the dispute.
  - c. In the event the parties are unable to resolve a dispute, difference of opinion or questions relating to this Agreement, despite their best efforts at negotiations in good faith, the parties shall submit the matter to arbitration by a single arbitrator, pursuant to the *Arbitration Act, 1991*. The arbitration award shall be final and binding on the parties and shall not be subject to appeal. Each party shall pay its own costs and one-half (1/2) of the fees and expenses of the arbitrator.
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## **7. GENERAL**

### **a. Notice**

Any notice required or permitted to be given under this Agreement to either party shall be sufficiently given if it is in writing and delivered by hand, fax, or mailed to the parties at the address indicated below, or to any other address as either may stipulate by notice in writing to the other party:

#### **LEEDS, GRENVILLE AND LANARK DISTRICT HEALTH UNIT**

**Attention:** Sofia Wang, Finance & Property Manager  
458 Laurier Boulevard  
Brockville, Ontario K6V 7A3  
Telephone: 613-345-5685  
Facsimile: 613-345-2879

#### **THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE**

**Attention: Robert Smith, Asset and Facilities Supervisor**  
Corporate Services Division  
25 Central Avenue West, Suite  
100 Brockville, ON K6V 4N6  
Facsimile: 613-345-4102 (confidential)

If any notice so given, it shall be deemed to have been received on the date of delivery if delivered by hand, on the next business day if transmitted by fax, and on the fifth (5<sup>th</sup>) business day following the date of mailing. Any party may from time to time by notice given as provided above, change its address for the purposes of this section. In the event of an actual or threatened postal disruption, notice hereunder shall not be given by mail but shall be given by fax or personal delivery. Notice with respect to matters dealing with PIPEDA Protected Information may not be given by fax.

### **b. Amendments**

No modification or amendment to this Agreement shall be made unless agreed to by the parties in writing.

### **c. Successors / Change of Ownership**

The terms of this Agreement shall constitute part of any agreement whereby the ownership of the building would change and that the terms in any offer to purchase the building shall include assumption of this Agreement and all associated responsibilities by the new owners.

### **d. Assignment**

The Tenant shall not transfer title to any unit which is subject to this Agreement without first obtaining the written acknowledgment of the transferee to be bound by the terms hereof.

**e. Further Assurances**

The Tenant shall execute and deliver all such further documents and do such further acts and things as the Landlord may reasonably request from time to time to give full effect to this Agreement.

**f. Waivers and Consents**

No term or provision of this Agreement shall be deemed waived and no breach consented to, unless such waiver or consent shall be in writing and signed by an authorized member or staff of the party claimed to have waived or consented. No consent by a part to, or waiver of, a breach under this Agreement shall constitute consent to, waiver of, or excuse for any other, different or subsequent breach.

**g. Invalidity**

If any part of this Agreement is held or rendered invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement continues to apply.

**h. Time**

Time shall be of the essence of this Agreement.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement under seal.

**For: Leeds Grenville and Lanark District Health Unit**

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Name and Title of Authorized Signing Officer  
**(Please Print)**

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Name and Title of Authorized Signing Officer  
**(Please Print)**

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**For: The Corporation of the United Counties of Leeds and Grenville**

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Name and Title of Authorized Signing Officer  
**(Please Print)**

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Name and Title of Authorized Signing Officer  
**(Please Print)**

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

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Date