



LEASE

made effective the first (1st) day of January, 2025 in duplicate between

THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE

hereinafter called "The Counties"

OF THE FIRST PART

AND

MARCH OF DIMES CANADA

hereinafter called the "March of Dimes"

OF THE SECOND PART

WHEREAS the March of Dimes wishes to assist persons who require support services in the areas of health needs, personal care and essential homemaking services (hereinafter "Support Services"), and to obtain rental accommodation in premises which are suitable to special needs;

AND WHEREAS the Corporation of the United Counties of Leeds and Grenville is the owner of the subject housing units referred to in Subsection 1(b) of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the rents, covenants, obligations, and agreements contained herein, the parties hereby agree as follows:

1. INTERPRETATION

a. **Definitions under the Act and Regulations**

In this Agreement, unless there is something in the subject-matter or context inconsistent therewith, terms and expressions used in this Agreement that are defined terms and expressions under the *Act* or Regulations shall have the same meaning as in the *Act* or Regulations.

b. **Definitions under this Agreement**

"Act" means the *Arbitration Act, 1991*.

"Agreement" means this Service Agreement, as may be amended from time to time.

"Building" means 55 Reynolds Drive in Brockville, Ontario.

"CMHC" means the Canada Mortgage and Housing Corporation.

"Designated unit" means the one (1) one-bedroom unit located at Unit 212, 55 Reynolds Drive in Brockville, Ontario.

"FIPPA" means Freedom of Information and Protection of Privacy Act.

"Guidelines" means all written policies, procedures, guidelines and directives of The Corporation of the United Counties of Leeds and Grenville relating to this Agreement, as it may be established amended or replaced from time to time.

"Land" means the lands and premises described as 55 Reynolds Drive, Brockville, Ontario (Municipal Address); Block P, Plan 250 (Legal Description).

"Landlord" means The Corporation of the United Counties of Leeds and Grenville.

"March of Dimes" means the March of Dimes Canada.

"MFIPPA" means the *Municipal Freedom of Information and Protection Privacy Act*.

"MOH" means the Ministry of Housing.

"PIPEDA" means the Personal Information Protection and Electronics and Document Act, S.C. 2000.

"PIPEDA Protected Information" means any "personal information" or "personal health" information, as defined by PIPEDA.

"Premises" means the apartment municipally known as 55 Reynolds Drive, Unit 212, Brockville, Ontario and located on the Land.

"Project" means The Corporation of the United Counties of Leeds and Grenville public housing project, Brockville OH 2, consisting of forty-two (42) apartments, located on the Land.

"RTA" means the *Residential Tenancy Act, 1997*.

"Schedule A" is the schedule entitled "Schedule A" attached to and forming part of this Agreement, as amended from time to time by addendum duly signed by both parties.

"Tenant" means the March of Dimes Canada.

"Term" means the term of the Service Agreement.

"The Counties" means the Corporation of the United Counties of Leeds and Grenville.

c. **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.
 - v. All information that is provided to, collected or maintained by The Counties is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, ("MFIPPA").
 - vi. Any such notice, consent or approval, required or permitted to be given pursuant to this Agreement, shall be in writing and shall be delivered by personal service or ordinary mail, to the March of Dimes or The Counties, as the case may be, at such address as the parties may designate, in writing, from time to time.
 - vii. Any such notice, consent or approval, shall be deemed to have been delivered on the date of such personal service, or, if mailed, on the fifth (5th) day after the day on which it was mailed.
 - viii. Any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided herein.
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2. **AGREEMENT AND LIMITATIONS**

- a) The Landlord shall rent the Premises to the Tenant, for the Term, at the rent, subject to the terms and conditions, and in accordance with the covenants, obligations and agreements contained in this Agreement.

3. **TERM, TERMINATION AND RENEWAL**

- a. The term of this Agreement shall commence on the **1st day of January, 2025** and terminate the **31st day of December, 2027**.
- b. The Counties may terminate this Agreement, on a minimum of ninety (90) days prior written notice to the March of Dimes, in the event the March of Dimes is in breach of its obligation under this Agreement, and the breach is not remedied to the reasonable satisfaction of The Counties, within thirty (30) days of a written notice of the breach being delivered to the March of Dimes.
- c. The March of Dimes, at its option, may terminate this Agreement, on a minimum of ninety (90) days prior written notice to The Counties, in the event:
 - i. the building or the designated units are not maintained in a good state of repair, fit for habitation, and do not comply with health, safety, housing and maintenance standards; or
 - ii. the Ministry of Health, or its designate, discontinues funding for the Support Services provided to the tenants by the March of Dimes; or
 - iii. The Counties is in breach of its obligations under this Agreement, and the breach is not remedied to the reasonable satisfaction of the March of Dimes, within thirty (30) days of a written notice of the breach being delivered to The Counties; or
 - iv. the service contract with the Tenant(s) in the designation unit(s) is at an end.

4. **RENT, TAXES, UTILITIES, PARKING AND OTHER SERVICES**

- a) The Counties shall make available the one (1) one-bedroom unit (the "designated units") at its location at 55 Reynolds Drive in Brockville, Ontario (the "building"), Unit 212, exclusively to the March of Dimes for office space. All rents with respect to this unit shall be calculated and administered by The Counties in accordance with the guidelines established by The Counties. The Tenant covenants to pay rent as per Schedule "A".
 - b) The Landlord and the Tenant agree that the Market Rent as set out in Schedule "A" shall constitute the lawful rent for the Premises pursuant to the *Residential Tenancy Act* as at the commencement of the term of the Agreement. Notwithstanding the agreement in Schedule "A", the Landlord shall be entitled to increase the Market Rent payable by the guidelines determined under Section 129 of the *RTA* or the regulations made thereunder. Effective as of the date of each such increase, the amount payable by the Tenant to the Landlord shall be the Market Rent as so increased.
 - c) The Landlord shall pay the utility charges as per Schedule "A".
 - d) The Landlord shall provide, operate and maintain:
 - i) a heating system sufficient to maintain a reasonable temperature (20 to 23 degrees Celsius) in the Premises during the heating season (September 15 to May 15), and at any other time of the year, if required for comfortable occupancy.
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- ii) a water system capable of supplying hot and cold water to the washrooms servicing the Premises
- e) The Landlord shall permit the Tenant to effect the installation of telephone and inter-communication equipment in the Premises.
- f) The Landlord shall permit the Tenant's employees access to parking as per Schedule "A".

5. USE AND MAINTENANCE OF THE PREMISES

- a) The Tenant shall use the Premises for the purpose outlined in the *Supportive Housing Program Proposal – Support Services for Disabled Adults and Seniors* (November 1999). No other use of the Premises shall be permitted without prior written consent of the Landlord. The Premises are to be a satellite office for the Tenant. The Tenant's main office is located at 6 Glenwood Place, Unit 6, Brockville, Ontario.
 - b) The Tenant shall maintain the Premises in good order, condition and repair, during the Term, including the lighting, heating, ventilation, wiring, and plumbing fixtures and equipment in the Premises, except for:
 - i) reasonable wear and tear.
 - ii) damage by lightning, tempest or other peril normally insured against by a prudent owner.
 - iii) structural damage to the Premises, including the roof, roof membrane, foundation bearing walls, exterior walls and other structural elements of the Premises.
 - c) The Tenant shall not assign this Agreement, nor sub-let, nor part with possession of the whole or any part of the Premises, except with the prior written consent of the Landlord, which consent may not be unreasonably withheld.
 - d) If the Landlord performs the Tenant's maintenance and makes the Tenant's repairs, pursuant to Paragraph 5(i), the Tenant shall pay to the Landlord the cost of performing the maintenance and making the repairs, as additional rent, within thirty (30) days of presentation of a bill.
 - e) The Tenant shall perform any maintenance and make any repairs it is required to do pursuant to Paragraph 5(b) and for which it has received the Landlord's permission, in a good and workmanlike manner, using materials of and so that the workmanship conforms to the type and quality which exists in the rest of the Premises.
 - f) The Tenant shall notify the Landlord immediately of any accident to or defect in the lighting, heating or ventilation system or any other systems as part of the Premises.
 - g) The Tenant shall provide competent janitorial and cleaning services and shall keep and maintain the Premises in a neat, clean, sanitary and attractive condition and shall not permit refuse, garbage, waste or other loose or objectionable material to accumulate on or about the Premises.
 - h) If the Project, or any part thereof, is damaged or destroyed, through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees, invitees or licensees, the Tenant shall pay to the Landlord, promptly on demand, the expense of any necessary repairs, replacements, restorations, reconstructions or alterations.
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- i) If, at any time during the Term, the Premises are wholly or partially destroyed or damaged by any cause, the Landlord shall repair, replace, reconstruct or restore the Premises to their condition prior to the occurrence of the damage or destruction. If the Premises are so badly damaged that they cannot be restored to tenable condition within one hundred and twenty (120) days, then the Landlord or the Tenant may terminate this tenancy, within thirty (30) days of such damage or destruction, upon written notice to the other party. If the Landlord does not begin to restore the Premises within thirty (30) days of the occurrence of damage or having commenced the restoration of the Premises, does not proceed to complete it with reasonable dispatch, the Tenant may terminate this tenancy upon fourteen (14) days written notice to the landlord.
- j) Nothing in Paragraph 5(i) releases the Tenant of his obligations under Paragraph 5(d) to pay for repairs to the Premises.
- k) The Tenant shall release to the Landlord, any insurance proceeds payable under the policy of Insurance required to be maintained by the Tenant pursuant to Paragraph 6(h) of this Agreement, which may be payable as the result of any damage or destruction of the Premises.
- l) The Tenant shall not do or suffer any waste, damage, disfiguration or injury to the Premises or the fixtures and equipment, or permit any overloading of the floors.
- m) The Tenant shall not keep any inflammable liquids or materials within or adjacent to the Premises, except for small quantities, in proper containers, of items required for normal cleaning, nor shall the Tenant allow any activity or permit any condition to exist on the Premises that may create a fire hazard.
- n) The Tenant shall comply with the provisions of all laws, including, without limitation, all federal and provincial or municipal regulations which relate to the use and occupation of the Premises or to the making of any repairs, replacements, additions, alterations, decorations, changes, substitutions or improvements, of or to the Premises.

6. ALTERATIONS, ADDITIONS, IMPROVEMENTS

- a) The Tenant shall not make or cause to be made, any alteration, addition or improvement to the Premises, without prior written consent of the Landlord. The Tenant shall submit to the Landlord, the plans and specifications of any proposed alteration, addition, improvement or any request for consent.
 - b) The Tenant shall cause all work in connection with any alteration, addition or improvement to be done promptly and in a good and workmanlike manner, and in accordance with the plans and specifications approved by the Landlord.
 - c) Any alteration, addition, or improvement made by the Tenant pursuant to this Agreement, shall become and remain property of the Landlord upon termination of this Agreement or any renewal, provided that the Tenant shall, if requested by the Landlord, remove all alterations, additions or improvements and restore the Premises to the condition they were in before the alterations, additions or improvements were made, or pay the Landlord the cost of removal and restoration.
 - d) The Tenant may, with the prior written consent of the Landlord, which consent shall not be unreasonably withheld, shall, at any time during the Term, remove any fixtures installed by the Tenant in the Premises, and the Tenant shall compensate the Landlord for any damage caused to the Premises by the removal.
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- e) The Tenant may, with prior written consent of the Landlord, may erect any signs on the Premises it considers necessary for the proper conduct of its business. All signs shall be removed from the Premises at the end of the Term, and the Tenant shall compensate the Landlord for any damage caused to the Premises by the removal of the signs.
 - f) The Tenant shall not suffer or permit any construction lien or other liens for work, labour, services 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 Land, the Premises or the Project. Whenever and so often as a lien shall attach or be registered or claim shall be filed, the Tenant shall, within thirty (30) days after the Tenant has notice of the claim or lien, 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 a certificate of action is registered relating to any lien, the Tenant shall, within thirty (30) days after the Tenant has been given notice of the registration of a certificate of action, have it vacated.
 - g) The Tenant shall not alter the locking system on any door giving entry to the Premises or cause the locking system to be altered during the Tenant's occupancy of the Premises, without the prior written consent of the Landlord.
 - h) The tenant shall during the currency of this Agreement and renewals thereof, maintain and ensure that the March of Dimes and any contractor engaged by it to act on its behalf, obtains and maintains in full force and effect a policy of Comprehensive General Liability Insurance, in which the limits of liability shall not be less than two million dollars (\$2,000,000) per occurrence. The policy shall name Her Majesty the Queen in Right of Ontario, and the Corporation of the United Counties of Leeds and Grenville as additional insured and shall contain a cross-liability clause endorsement, as well as a clause that the March of Dimes shall not cancel the Insurance without giving thirty (30) days prior written notice. The March of Dimes shall deliver a Certificate of Insurance to The Counties on execution of this Agreement, and thereafter, from time to time, upon request.
 - i) The tenant shall indemnify and save harmless Her Majesty the Queen in Right of Ontario, as represented by the MOH for the Province of Ontario, The Counties, their respective officers, employees and agents, under their respective successors and assigns, from and against any and all claims, including, without limiting the generality of the foregoing, all claims for bodily injury or property damage arising from, or out of, or incidental to any occurrence in, upon or at the premises of The Counties or the designated units or the conduct of any work or by or to any act or omission of the March of Dimes or any assignee, agent, contractor, servant, employees, invitees or licensees of the March of Dimes and from and against all costs, counsel fees, expenses and liabilities incurred in or about any claim, action or proceeding.
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7. LIMITATIONS OF THE LANDLORD'S LIABILITIES

- a) Except to the extent provided in this Agreement, the Landlord shall be liable or responsible in any way for any loss, damage or injury, that may be suffered or sustained to any persons or property, and in particular, without limiting the generality of the foregoing, the Landlord shall not be liable for any loss, damage or injury, to any person or property:
 - i) resulting from any defect in the Premises.
 - ii) resulting from the condition or arrangement or from the interruption or breakdown of any mechanical or electrical equipment or of any water, gas, sewage, electrical power or other utility in the Premises.
 - iii) by reason of failure to supply adequate drainage.
 - iv) by reason of steam, water, snow or other substances leaking, issuing, flowing or escaping into any part of the Premises.
 - v) resulting from anything done or omitted to be done by the Landlord, its servants, employees, agents, contractors, invitees or licensees, by other tenants of the Project, persons in the Premises, occupants of adjacent property or the public.

8. ACCESS

- a) The Landlord shall permit the Tenant, its servants, agents, employees, licensees and invitees, in common with other persons, to have access, during normal business hours, to the entrance of the Project, and the stairways and passages within the Project, for the purpose or ingress and egress from the Premises.
- b) The Tenant shall permit the Landlord to enter the Premises, at any reasonable time, on twenty-four (24) hours prior written notice, except in cases of emergency, for the purpose of inspecting the Premises and making necessary repairs to the Premises. In cases of emergency, of which the Landlord shall be the sole judge, the Landlord may enter the Premises, at any time, without notice to the Tenant.

9. LANDLORD'S REMEDIES

- a) If:
 - i) all or part of the rent shall be in arrears; or
 - ii) the Premises are not used for the purposes for which they were rented, or
 - iii) the Tenant is in default in the observance or performance of any of the Tenant's covenants or agreements

then the Landlord may give the Tenant written notice requiring the Tenant to pay the arrears or remedy the default within fourteen (14) days of receipt of the notice. If the Tenant fails to pay the arrears or remedy the default within that period, the Landlord may terminate this tenancy by giving the Tenant written notice thirty (30) days prior to the date the tenancy is to terminate, and the Landlord may re-enter the Premises and take possession of the Premises on that date, and the Term shall be terminated.

10. GENERAL PROVISIONS

- a) In the event that Landlord shall be delayed or hindered in or prevented from the performance of any act required to the Landlord in this Agreement, by reason of strikes, lockouts, labour trouble, civil commotion, riots, insurrection, war, inability to procure labour, materials or services, acts of God, weather, power failure, restrictive laws or regulations, or any other reason beyond the reasonable control of the Landlord, then performance of the act shall be excused for the period of the delay and the time allotted for performance of the act shall be extended for the period of time equal to the period of the delay.
- b) The Landlord covenants with the Tenant for quiet enjoyment.
- c) All of the provisions of this Agreement shall be construed as covenants and agreements, as though the words importing such covenants and agreements were used in each paragraph. There are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Agreement, except as are expressly set out in this Agreement, and this Agreement constitutes the entire agreement between the Landlord and the Tenant and may not be modified, except as provided or except by subsequent written agreement, of equal formality to this Agreement, executed by the Landlord and the Tenant.
- d) No condoning, excusing or over-holding by either party of any default, breach or non-observance by the other party, at any time or times, in respect of any covenant, proviso or condition contained in this Agreement, shall operate as a waiver at that party's rights under this Agreement, in respect of any continuing or subsequent default, breach or non-observance, so as to defeat or affect in any way, the rights of that party, and no waiver shall be inferred from or implied by anything done or omitted by that party, except an express written waiver. All rights and remedies of the Landlord contained in this Agreement shall be cumulative and not alternative.
- e) Where the Landlord's consent is required by this Agreement to any act of the Tenant, the consent, if given, shall be communicated to the Tenant within thirty (30) days of receiving the request for the consent.

11. ARBITRATION

- a. In the event the parties are unable to resolve a dispute, difference of opinion or question relating to this Agreement within ninety (90) days, despite their best efforts at negotiations in good faith, the parties shall submit the matter to arbitration by a single arbitrator, chosen by the parties, who shall be a member in good standing of the Law Society of Upper Canada.
 - b. The provisions of the *Arbitration Act, 1991, S.O. 1991, c.17*, shall apply to the arbitration and the award of the arbitrator shall be final and binding upon the parties.
 - c. Each party shall pay its own costs and one-half (1/2) of the fees and expenses of the arbitrator.
 - d. Except as otherwise provided for in this section, the arbitration shall proceed in accordance with the *Arbitration Act, 1991*
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12. GENERAL

d. 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 or mailed to the parties at the address:

March of Dimes Canada

Attention: Claire Macgregor, Associate Director of Corporate Services
10 Overlea Blvd.
Toronto, ON M4H 1A4
Telephone: 1-800-263-3463

The Corporation of the United Counties of Leeds and Grenville

Attention: Chris Morrison, Housing Manager
Community and Social Services
200 – 25 Central Avenue West
Brockville, ON K6V 4N6
Telephone: 613-342-3840

If any notice so given, it shall be deemed to have been received on the date of delivery if delivered by hand, or on the fifth (5th) 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 March of Dimes shall not transfer title to any unit which is subject to the Program without first obtaining the written acknowledgment of the transferee to be bound by the terms hereof.

e. Further Assurances

The March of Dimes shall execute and deliver all such further documents and do such further acts and things as The Counties 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: March of Dimes Canada

Name and Title of Authorized Signing Officer
(Please Print)

Name and Title of Authorized Signing Officer
(Please Print)

Signature of Authorized Signing Officer

Signature of Authorized Signing Officer

Date

Date

SIGNED, SEALED, AND DELIVERED
in the presence of:

SIGNED, SEALED, AND DELIVERED
in the presence of:

Name and Title of Witness
(Please Print)

Name and Title of Witness
(Please Print)

Signature of Witness

Signature of Witness

Date

Date

FOR: THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE

**Geoff Clarke, Interim County Clerk and Manager
of Legislative Services**

The United Counties of Leeds and Grenville

Name and Title of Authorized Signing Officer

Signature of Authorized Signing Officer

Date

Nancy Peckford, Warden

The United Counties of Leeds and Grenville

Name and Title of Authorized Signing Officer

Signature of Authorized Signing Officer

Date



Schedule "A"

Tenant: March of Dimes Canada
6 Glenwood Place, Unit 6
Brockville, ON K6V 3T3

Contact Person: Claire Macgregor
Associate Director of
Corporate Services
10 Overlea Blvd.
Toronto, ON M4H 1A4

The Tenant covenants to pay to the Landlord, its successors and assigns, payable in equal monthly instalments, on or before the first day of each month during the Term of the Agreement, in lawful money of Canada, without deduction, abatement or set-off, rent in the amount(s) as follows:

Agreed to Full Monthly Rents – January 2025				
Building Address	Unit	Initial Payment Date	Full Monthly Rent	End Date
55 Reynolds Drive Brockville, Ontario	212	January 1, 2025	\$993.00	December 31, 2027*

* Rent will increase annually by the allowable rate under the *Residential Tenancies Act (RTA)*.

The Tenant shall pay all business taxes, rates, and license fees, with respect to the Premises, when due, to the appropriate authorities.

The Landlord shall pay all charges for fuel for heating, water and hot water supplied to the Premises.

The Landlord shall permit the Tenant or the Tenant’s employees one (1) non-designated space to park one (1) properly licensed and roadworthy passenger vehicle.

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

FOR: March of Dimes Canada

Name and Title of Authorized Signing Officer
(Please Print)

Name and Title of Authorized Signing Officer
(Please Print)

Signature of Authorized Signing Officer

Signature of Authorized Signing Officer

Date

Date

SIGNED, SEALED, AND DELIVERED
in the presence of:

SIGNED, SEALED, AND DELIVERED
in the presence of:

Name and Title of Witness
(Please Print)

Name and Title of Witness
(Please Print)

Signature of Witness

Signature of Witness

Date

Date

FOR: THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE

**Geoff Clarke, Interim County Clerk and Manager
of Legislative Services**

The United Counties of Leeds and Grenville

Name and Title of Authorized Signing Officer

Signature of Authorized Signing Officer

Date

Nancy Peckford, Warden

The United Counties of Leeds and Grenville

Name and Title of Authorized Signing Officer

Signature of Authorized Signing Officer

Date