

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2018-40

**A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE.
(Lease Agreement – Vestibule, 10 Louisa Street)**

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and Her Majesty the Queen In Right of Ontario As Represented By The Minister of Infrastructure, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time this 13th day of September, 2018.



Paul Mills, Warden



Pam Hillock, Clerk



SECOND LEASE AMENDING AGREEMENT

THIS AGREEMENT made in triplicate as of June 1, 2018.

B E T W E E N:

CORPORATION OF THE COUNTY OF DUFFERIN

(the "Landlord")

OF THE FIRST PART

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF
INFRASTRUCTURE**

(the "Tenant")

OF THE SECOND PART

WHEREAS:

- A. By a lease dated January 1, 1988 (the "Original Lease"), the Landlord leased to Her Majesty, the Queen in right of Ontario as represented by Minister of Government Services ("MGS") the premises more particularly described as a portion of the Building, comprising a rentable area of approximately twenty-three thousand, eight hundred and seventy (23,870) square feet (the "Rentable Area of the Original Premises"), in the building municipally known as 10 Louisa Street (the "Building"), in the Town of Orangeville, in the Province of Ontario, as more particularly described in Schedule "A" attached thereto and outlined on the plan as Schedule "A" attached hereto (the "Original Premises") for a term of thirty-five (35) years, commencing on January 1, 1988 and expiring on December 31, 2022 (the "Term"), in addition to other terms and conditions as set out therein.
- B. By Order in Council No. 356/93, approved and ordered February 3, 1993, all the powers and duties assigned by law to the MGS were assigned and transferred to the Chair of the Management Board of Cabinet (the "Chair").
- C. By a lease amendment agreement dated January 1, 2004 (the "First Lease Amending Agreement") the Landlord and the Chair amended the Original Lease by replacing Schedule E - Operating Costs, in addition to other Terms and Conditions.
- D. By Order in Council No. 1487/2005, approved and ordered September 21, 2005, all of the powers and duties assigned by law to the Chair in respect of the acquisition and disposition of real property, or interests therein, by any means and the holding and management of real property, or interests therein, were assigned to the Minister of Public Infrastructure Renewal ("MPIR").
- E. By Order in Council No. 1617/2008, approved and ordered September 17, 2008, all of the powers and duties assigned by law to the MPIR in respect of infrastructure and any other matters were transferred and assigned to Minister of Energy and Infrastructure ("MEI").
- F. By Order in Council No. 1320/2010, approved and ordered September 15, 2010, all of the powers and duties assigned by law to the MEI under Order in Council No. 1617/2008 in respect of infrastructure matters, including but not limited to the powers, duties, functions and responsibilities of the MEI in respect of the Ministry of Government Services Act, R.S.O. 1990, c.M.25 in respect of real property matters, were transferred and assigned to the Minister of Infrastructure ("MOI").
- G. Ontario Infrastructure and Lands Corporation ("OILC") has been delegated MOI's authorities and responsibilities with respect to real property in the name of MOI subject to

certain conditions by Delegation of Authority of Ontario Infrastructure and Lands Corporation under the *Ministry of Infrastructure Act*, 2011 dated June 6, 2011.

- H. By Order in Council No. 1376/2011, approved and ordered July 19, 2011, the MOI shall exercise the powers and duties assigned by law to the MOI or that may otherwise be assigned to or undertaken by the MOI in respect of infrastructure and any other matters related to the MOI's portfolio.
- I. By Order in Council No. 219/2015, approved and ordered February 18, 2015, all of the powers and duties previously assigned and transferred to the MOI under Order in Council No. 1376/2011, save and except as set out in Order in Council No. 219/2015, were assigned and transferred to the Minister of Economic Development, Employment and Infrastructure ("MEDEI").
- J. By Order in Council No. 1342/2016, approved and ordered September 14, 2016, all of the powers and duties previously assigned and transferred to the Minister of Economic Development, Employment and Infrastructure under Order in Council No. 219/2015 in respect of infrastructure and other matters are assigned and transferred to MOI.
- K. The Landlord and the Tenant have now agreed to increase the Original Premises by a rentable area deemed to be three hundred and eighty-three (383) square feet (the "Rentable Area of the Expansion Premises"), known as the vestibule and located on the ground floor of the Building, as shown highlighted in blue on the plan attached as Schedule "A" hereto (the "Expansion Premises"), commencing on June 1, 2018 and expiring on December 31, 2022 (the "Expansion Term") so as to be co-terminus with the Term, in addition to other terms and conditions as set out therein.
- L. The Original Premises and the Expansion Premises shall have an aggregate rentable area of twenty-four thousand, two hundred and fifty-three (24,253) square feet and shall hereinafter be referred to as the "Premises".
- M. The Original Lease, the First Lease Amending Agreement and this lease amending agreement (the "Second Lease Amending Agreement") are hereinafter collectively referred to as the "Lease", except as specifically set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto agree as follows:

1. CONFIRMATION OF RECITALS

The parties hereto confirm that the foregoing recitals are true in substance and in fact.

2. LEASE OF EXPANSION PREMISES

- (a) The Landlord hereby leases to the Tenant the Expansion Premises for the Expansion Term on the same terms and conditions as the Original Lease, as extended and amended, save and except as otherwise set out herein.
- (b) The Landlord acknowledges and agrees that the Expansion Premises will be constructed by the Tenant and that the Landlord has and does give full authority to the Tenant to construct the Expansion Premises.

3. RENT FOR THE EXPANSION PREMISES

The Tenant shall continue to pay the annual operating costs for the Premises as set out in the Original Lease. Effective June 1, 2018, the Expansion Premises will become part of the operating costs in accordance with the Original Lease and Schedule E of the First Lease Amending Agreement.

4. AMENDMENT OF LEASE

The expansion contemplated in Section 2 of this Second Lease Amending Agreement is subject to all the covenants and conditions contained in the Original Lease, as amended, renewed and extended from time to time, save and except that:

(a) The Original Lease is amended as follows:

(i) Sections 44-47, Notices, shall be deleted in its entirety and replaced with the following:

**“Section 44
Notices**

(a) Landlord’s address:

Corporation of the County of Dufferin
51 Zina Street
Orangeville, Ontario L9W 1E5
Attention: Michael Giles
Telephone: (519) 941-2816, #2701
Fax: (519) 941-0194

(b) Tenant’s address:

Ontario Infrastructure and Lands Corporation
One Stone Road West, 4th Floor
Guelph, Ontario N1G 4Y2
Attention: Vice President, Asset Management
Fax: (519) 826-3330

With a copy to:

Ontario Infrastructure and Lands Corporation
777 Bay Street, Suite 900
Toronto, Ontario M5G 2C8
Attention: Director, Legal Services (Real Estate and Leasing)
Fax: (416) 326-2854

And an additional copy to:

CBRE Limited
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: Global Workplace Solutions - Director, Lease Administration –
OILC
Fax: (416) 775-3989

Any notice required or contemplated by any provision of this Lease shall be given in writing addressed to the appropriate party to the party’s respective address set out above, and delivered personally or by facsimile or mailed by either registered or signature mail and postage prepaid enclosed in a sealed envelope. The time of giving of notice by either registered or signature mail shall be conclusively deemed to be the fifth (5th) business day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery. The parties hereto acknowledge and agree that notwithstanding anything to the contrary in the *Electronic Commerce Act, 2000*, S.O. 2000, c.17, as amended from time to time, any notice, statement, demand, request or other instrument which may be or is required to be given under this Lease or at law may not be validly delivered by way of electronic communication, save as specifically provided in this Section 44.

Either party may at any time during the Term by giving notice to the other party (in the manner provided above) change the address of the party giving such notice, and thereafter the address as set out above, as the case may be, shall be deemed to be the address so changed.”

- (b) The Landlord agrees that upon the request of the Tenant, the Landlord, and any Person hired by the Landlord: (i) to do work on the Premises; or (ii) who requires access to the Premises to do any work, whether to the Premises or otherwise, shall undergo security screening checks in compliance with Ontario Government policies. The Landlord further agrees that any Person hired by the Landlord to supply janitorial services to the Building shall be reputable and all of its employees shall be bonded.
- (c) All sections, clauses or provisions of the Lease which obligate the Tenant to pay interest to the Landlord for any reason whatsoever are hereby amended to delete the obligation of the Tenant to pay interest to the Landlord, in order to conform with the Tenant’s obligation to comply with the *Financial Administration Act*, R.S.O. 1990, c.F.12, as amended.

5. GENERAL

- (a) The Landlord and the Tenant hereby mutually covenant and agree that during the Expansion Term they shall perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the Original Lease, as amended and extended hereby.
- (b) The Landlord acknowledges receipt of all required: (i) plans and drawings for the Expansion Premises from the Tenant; and (ii) permits from the project group.
- (c) The Landlord is satisfied the Expansion Premises tie into the current security system.
- (d) The Landlord confirms that the Expansion Premises shall meet current AODA requirements. “AODA” means the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, as amended from time to time.
- (e) The Landlord and Tenant acknowledge and agree that the extension rights granted in Section 18 of the Original Lease continues to exist.
- (f) The Landlord and any of its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, and representatives shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Tenant, with the Lease or the exercise of any of the rights or obligations of the Landlord hereunder. The Landlord shall disclose to the Tenant in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

For clarification, a “conflict of interest” means, in relation to the performance of its contractual obligations pursuant to the Lease, the Landlord’s other commitments, relationships or financial interests (a) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to the Lease.

- (g) The Lease shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the express restrictions contained therein.
- (h) Capitalized expressions used herein, unless separately defined herein, have the same meaning as defined in the Original Lease.
- (i) The provisions of this Second Lease Amending Agreement shall be interpreted and governed by the laws of the Province of Ontario.

(j) The Landlord acknowledges that this Lease and any information contained herein, may be required to be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 and the Open Data Directive as amended. This acknowledgement shall not be construed as a waiver of any right to object to the release of this Lease or of any information or documents.

“Open Data” means data that is required to be released to the public pursuant to the Open Data Directive.

“Open Data Directive” means the Management Board of Cabinet’s Open Data Directive, updated on April 29, 2016, as amended from time to time.

EXECUTED by each of the parties hereto under seal on the date written below.

**SIGNED, SEALED AND
DELIVERED**

Dated this ___ day of _____, 20__.

**CORPORATION OF THE COUNTY OF
DUFFERIN**

Per: _____
Name:
Title:

Authorized Signing Officer

Per: _____
Name:
Title:

Authorized Signing Officer

Dated this ___ day of _____, 20__.

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO AS REPRESENTED BY
THE MINISTER OF
INFRASTRUCTURE, AS
REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS
CORPORATION**

Per: _____
Name:
Title:

Authorized Signing Officer



SCHEDULE "A"

PLAN OF ORIGINAL AND EXPANSION PREMISES

The added vestibule is highlighted in blue.

