

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2023-22

### **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 ORWILL ALLERGY PRODUCTS LIMITED. (Lease Agreement – Mel Lloyd Centre)**

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 Orwill Allergy Products Limited, 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 ratify such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 13<sup>th</sup> day of April, 2023.

*Original signed by:*

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Wade Mills, Warden



Michelle Dunne, Clerk

**THIS LEASE** made the 1st day of April 2023.

BETWEEN:

**CORPORATION OF THE COUNTY OF DUFFERIN**

(the "Landlord")

AND

Orwill Allergy Products Limited

(the "Tenant")

**ARTICLE 1 - BASIC TERMS AND DEFINITIONS**

**1.1 Basic Terms**

- |     |                            |   |
|-----|----------------------------|---|
| (a) | Landlord:                  | Corporation of the County of Dufferin                         |
|     | Address:                   | 30 Centre Street, Orangeville, ON                             |
| (b) | Tenant:                    | Orwill Allergy Products Limited                               |
|     | Address:                   | PO Box 176, Shelburne<br>ON L9V 3L9                           |
| (c) | Indemnifier:               | Not applicable  |
| (d) | Building:                  | Mel Lloyd Centre, 167 Centre Street,<br>Shelburne, ON L9V 3R8 |
| (e) | Premises:                  | Suite # as described in Section 1.2 (m)                       |
| (f) | Rentable Area of Premises: | 312 square feet, subject to Section 2.2                       |
| (g) | Term:                      | Three years subject to Section 2.3                            |

Commencement Date: April 1, 2023, subject to Section 2.4

End of Term: March 31, 2026, subject to Sections 2.3 and 2.4

(h) Basic Gross Rent (Section 3.2): \$18.73 (+ 3% yearly increase) + HST

Period	Per Sq. Ft/year	Per year	Per Month
April 1, 2023 to March 31, 2024	\$20.21	\$6,306.81 +HST	\$525.56 +HST
April 1, 2023 to March 31, 2025	\$20.82	\$6,496.01 +HST	\$541.33 +HST
April 1, 2023 to March 31, 2026	\$21.44	\$6,689.28 +HST	\$557.44 +HST

(i) Permitted Use: Administrative and business offices of the Tenant

(j) Deposit: Not applicable

(k) Rent Deposit: Not applicable

(l) Security Deposit: Not applicable

(m) Lease Year: Lease Year ends on March 31 of each year

Schedules forming part of this Lease:

- i. Schedule "A" Legal Description
- ii. Schedule "B" Floor Plan
- iii. Schedule "C" Rules and Regulations