

The Corporation of the Township of Huron-Kinloss



BY-LAW No.

2024-119

Being a By-Law to Authorize the Signing of an Occupancy Agreement with Dr. Shyu for use of the Ripley Medical Centre

WHEREAS Section 8(1) and 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under this or any other Act;

AND WHEREAS The Council for the Corporation of the Township of Huron-Kinloss deems it expedient to enter into an updated agreement with Dr. Shyu with respect to utilizing a portion of the Ripley Medical Centre to provide Chinese Medicine, Acupuncture and Tuina Services;

NOW THEREFORE the Council of The Corporation of the Township of Huron-Kinloss **ENACTS** as follows;

1. That The Corporation of the Township of Huron-Kinloss hereby enters into an occupancy agreement with Dr. Shyu which is attached as "Schedule A" and forms part of this By-law.
2. That the Mayor and Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Township of Huron-Kinloss the agreement and other documents required to authorize the agreement, and to affix the corporate seal of the Township of Huron-Kinloss..
3. That this by-law shall come into full force and effect upon its final passage.
4. That this by-law may be cited as the "Ripley Medical Centre Occupancy Agreement (Dr. Shyu) By-law".

READ a FIRST and SECOND TIME this 16th day of December, 2024.

READ a THIRD TIME and FINALLY PASSED this 16th day of December, 2024.

Mayor

Clerk

Schedule A
By-law No. 2024-119

OCCUPANCY AGREEMENT

THIS AGREEMENT (the "Agreement") made the 18th day of November 2024.

BETWEEN:

CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS
(THE "**TOWNSHIP**")

-and-

DR SHYU
(**"DR SHYU"**)

WHEREAS the Township is the registered owner of the premises and land known for municipal purposes as Lot 75, Plan 177, 18 Tain St., Ripley, Ontario.

AND WHEREAS, the Township and DR SHYU have agreed that the DR SHYU may use the portion of the premises shown on and more particularly described as the "**Medical Centre**" in Schedule "B" attached to this Agreement (the "**Premises**"), for the purpose, during the time period, and on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the sum of \$2.00, the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Premise

- a) The Township hereby grants DR SHYU permission to occupy and use the Premises on Saturday and/or Sunday, during the Term (as defined below) for the purpose of providing medical services.
- b) DR SHYU shall also be permitted to use the Staff Room identified on Appendix B in common with the first-floor tenant, which is currently, the "Ripley Family Y Childcare".

- c) DR SHYU hereby acknowledges that other medical service providers use the medical centre and that **only the exam rooms are available for use by Dr Shyu, and further that other offices including reception office are not to be used.**
- d) DR SHYU agrees to provide a schedule of the dates that they will be using the Premises ("**DR SHYU Schedule**") to the Township by e-mail to mmclinchey@huronkinloss.com.
- e) The Township acknowledges that DR SHYU Schedule is subject to reasonable changes due to weather, holidays and scheduling, etc. and will make an attempt to avoid scheduling conflicts for maintenance and other uses.

2. Term

- a) The term of this Agreement shall be One (1) year commencing on the 1st of January 2025 and terminating on the 31st of December 2025 (the "**Term**").
- b) DR SHYU shall have the right to extend the term of this Agreement (the "**Extension Option**") for a further period up to One (1) year upon the said terms and conditions as herein contained, save and except as to the rent that shall be negotiated between DR SHYU and the Township.

3. Rent

- a) DR SHYU shall pay to the Township a fixed annual fee of \$1000.00 (Plus \$130.00 HST) in equal monthly installments of \$94.17 (the "**Rent**"), in advance, commencing on the first day of each month during the Term. The rent is based on twenty (20) days per year. The rental payment may be paid in one lump sum of \$1130.00 HST included in January of each year.
- b) The Township and DR SHYU agree that HST is added to the Rent and included in the payment.

4. Insurance

- a) DR SHYU shall, at DR SHYU's sole cost and expense, obtain and keep in force during the Term of this Agreement a policy of commercial general liability insurance satisfactory to the Township acting reasonably and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for bodily injury, property damage, and personal injury and

shall include but is not limited to:

- I. A limit of liability of not less than \$5,000,000 per occurrence.
- II. Add the Township of Huron-Kinloss as additional insured with respect to the operations of the Named Insured.
- III. The policy shall contain a provision for cross-liability and severability of interest in respect of the Named Insured.
- IV. Non-owned automobile coverage with a limit of not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96).
- V. Products and completed operations coverage.
- VI. Broad form property damage.
- VII. Contractual liability.
- VIII. Work performed on behalf of the Named Insured by sub-contractors.
- IX. The policy shall provide 30 days prior notice of cancellation.

5. Utilities

- a) The Township is responsible for the supply of and payment for heating and air conditioning, electricity, water, and sewage expenses for the Premises.
- b) DR SHYU acknowledges that telephone and internet use is not permitted on the Premises.

6. Township's Obligations

- a) At its expense, and subject to any obligations of DR SHYU pursuant to this Agreement, the Township shall keep the Premises, building structure and systems, and the Property in good repair and condition.
- b) The Township covenants to provide at its own expense pest control and landscaping.
- c) The Township will provide snow removal for the sidewalks and parking lot. Snow removal for the entrance to the premises will be conducted once daily, before 9:00 AM.
- d) The Township of Huron-Kinloss Community Services Department shall provide cleaning services to the Premises on a once-per-week basis, consistent with the

standards applied to other municipal facilities. These services will utilize regular cleaning supplies and are not intended to meet any specific medical or healthcare sanitation requirements.

- e) DR SHYU acknowledges that any exam rooms used must be cleaned / sanitized at end of day, using supplies provided by Dr SHYU.
- f) The Township shall keep the Premises and stairways, corridors, entrances, washrooms, and other common areas of the building and the parking lot in a state of good repair and maintenance consistent with other Township facilities.
- g) The Township shall ensure all access doors are working properly.
- h) The Township shall be responsible for all capital expenditures in respect of the Premises as reasonably deemed necessary by the Township, including but not limited to, HVAC, flooring, exterior steel and doors.
- i) The Township shall respond to and repair all deficiencies in the Premises, building or property in a timely manner.
- j) The Township will maintain an inventory of equipment, furnishings and décor within the Premises that is owned by the Township of Huron-Kinloss (the "**Township Property**"). **DR SHYU is** responsible for the replacement of any such items as a result of damage or negligence by DR SHYU.
- k) The Township will obtain and keep in force during the Term of this Agreement a policy or policies of all risks property insurance in accordance with the Township's practice for other Township properties of a similar nature.
- l) The Township will ensure that DR SHYU, its employees and invitees shall have free parking on a first come first serve basis at the Premises.

7. DR SHYU's Obligations

DR SHYU agrees as follows:

- a) The Township endeavours to ensure suitability of the premise that it is leasing to DR SHYU. If a deficiency in the Premises, building or property comes to the attention of DR SHYU, then DR SHYU will notify the Township immediately in

order to enable the Township to rectify the deficiency. The parties agree that continued use by DR SHYU shall absolve the Township from any property damage or bodily injury which may occur as a direct result of its activities.

- b) DR SHYU covenants to provide, at its own expense, any additional snow removal or salting required for the entrance to the Premises during days that it is occupying the Premises, beyond what is provided by the Township in clause 6 (c), but in no event shall DR SHYU be liable to the Township, other occupants of the building, or visitors and invitees to the Premises, for same.
- c) DR SHYU shall at all times exercise due care and diligence in the use of the Township Property. Any items damaged by DR SHYU, beyond reasonable wear and tear, shall be replaced by DR SHYU with a product of similar size, quality and capability.
- d) DR SHYU hereby acknowledges that the Township shall not be held responsible, in any manner, for DR SHYU's equipment while being in the Premise; However, DR SHYU is not permitted to use any equipment without the consent of Kincardine Family Health Team KFHT and is responsible to exercise due care and diligence should permission be granted in writing by the KFHT.
- e) DR SHYU shall not do or suffer any waste or damage, disfiguration or injury to the Premises, nor permit or suffer any overloading of the floors, roof deck, walls or any other part of the Premises, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit and nuisance in at or on the Premises.
- f) DR SHYU covenants to keep the Premises in a clean and orderly state during its use, consistent with the general standards applicable to buildings of a similar nature in the vicinity of the Premises. **DR SHYU is responsible to remove any garbage, waste or recycling at the end of each day used.** The Township will make best efforts to ensure that Third Party Users of the Premises keep the Premises in a clean and orderly state during their use, and in no instance shall DR SHYU be responsible or liable for the actions or inactions of the Third-Party Users in this regard.

8. Inspection and Repair on Notice

- a) The Township, its servants, agents and contractors shall be entitled to enter upon

the Premises at anytime, without notice, for the purpose of making emergency repairs, and during normal business hours on reasonable prior written notice, for the purpose of having access to under floor ducts or to the access panels to mechanical shafts (which DR SHYU agrees not to obstruct). The Township, its servants, agents and contractors may, at any time, and from time to time, on reasonable prior written notice, enter upon the Premises to remove any article or remedy any condition which, in the opinion of the Township, would likely lead to the cancellation of any policy of insurance.

- b) The Township will take reasonable precautions and attempt to schedule such work outside of DR SHYU Schedule so as not to unreasonably interfere with the operation of DR SHYU's business and to minimize interference with DR SHYU's use and enjoyment of the Premises.

9. Alterations

- a) DR SHYU will not make or erect in or to the Premises any installations, alterations, additions or partitions without first submitting drawings and specifications to the Township and obtaining the Township's prior written consent which the Township will not unreasonably withhold.

10. Mutual Indemnification

- a) DR SHYU and the Township shall indemnify and hold harmless the other, from the date of this Agreement, against all liabilities, costs, fines, suits, claims, demands or actions of any kind for which the other may become liable for any reason, including any breach, violation or non-performance by the other party of their obligations in this Agreement, or any injury, death or damage to property, occasioned to or suffered by any person or any property from any act, negligence, or default by the other party or its employees, subcontractors, invitees or agents on the Premises, including any environmental matters that arise as a result of the other party's occupation and use of the Premise.
- b) The Township shall not, in any way, be responsible for any liabilities, costs, fines, suits, claims, demands or actions of any kind with respect to the use of the Premises by DR SHYU, except for matters arising from the Township's own negligence or misconduct.
- c) DR SHYU shall not, in any way, be responsible for any liabilities, costs, fines, suits, claims, demands or actions of any kind with respect to the use of the Premises by

the Third-Party Users, except for matters arising from DR SHYU's own negligence or misconduct.

11. Early Termination

- a) Both the Township and DR SHYU shall each have unilateral right and option (in each of their sole discretion) to terminate this Agreement for any reason whatsoever upon giving notice to the other party in writing of its intentions to terminate at least six (6) months prior to the date upon which such termination is to take effect.
- b) In the event this Agreement is terminated the rent hereby reserved shall be apportioned and paid only to the date of termination and no allowance, compensation or payment shall be allowed or made to one party by the other in respect of any improvements, repairs, fixtures and/or alterations made in, to or upon the Premises.

12. General

- a) All notices that may be or are required to be given pursuant to this Agreement shall be in writing and can be sent by email in addition to personal delivery, by facsimile transmission or by mail.
- b) Any notice, delivery, payment or tender of money or document to the parties hereunder delivered personally by facsimile or sent by prepaid registered or certified mail or prepaid courier shall be addressed as follows:

To the Township: Township of Huron-Kinloss
Attn: Clerk

21 Queen St. PO Box 130
Ripley NOG 2R0

Email:clerk@huronkinloss.com

To DR SHYU: Dr Shyu
220 Duncan Mill Road Suite #508
North York, ON
M3B 3J5

Email:
Telephone:
Fax:

- c) Any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received upon delivery of the same if delivered personally or on the fifth (5) business day following the mailing, couriering or faxing of same, as the case may be.
- d) This Agreement may be executed by electronic signatures and in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.
- e) Governing law is that of the province of Ontario and the laws of Canada applicable therein.
- f) No failure or delay by a party hereto in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege hereunder.
- g) If any provision of this Agreement is wholly or partially unenforceable for any reason, all other provision of this agreement will continue in full force and effect.

[Signature Page Follows]

In Witness of the foregoing covenants the parties have executed this Agreement.

TOWNSHIP OF HURON-KINLOSS

Per: _____

Name:

Title:

I/we have the authority to bind the corporation

TOWNSHIP OF HURON-KINLOSS

Per: _____

Name:

Title:

I/we have the authority to bind the corporation

DR SHYU

Per: _____

Name:

Title:

I have the authority to bind the corporation

Appendix A

List of Equipment and Furnishings Owned by the Township of Huron-Kinloss.

(To be completed when construction is finished, and the building is furnished).

Appendix B

The Premises

