

The Corporation of the Township of Huron-Kinloss



BY-LAW No. 2025 - 115

Being a By-Law to Authorize the Signing of a Lease Agreement with the
YMCA of Owen Sound Grey Bruce

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 an agreement with the YMCA of Owen Sound Grey Bruce with respect to leasing the Ripley Daycare Centre located at 18 Tain Street, Ripley as outlined in Report CS-2025-26;

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 approves and ratifies entering into an occupancy agreement with the YMCA of Owen Sound Grey Bruce 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, any contracts 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 "YMCA of Owen Sound Grey Bruce (Ripley Y Family Daycare Centre) Lease Agreement By-law".

READ a FIRST and SECOND TIME this 17th day of November, 2025.

READ a THIRD TIME and FINALLY PASSED this 17th day of November, 2025.

Mayor

Clerk

By signing this by-law on November 17th, 2025 Mayor Murray confirmed that they will not exercise the power to veto this by-law.

This Lease made in duplicate, as of the 1st day of June, 2025

BETWEEN:

The Corporation of the Township of Huron-Kinloss (Hereinafter called the "Lessor")

OF THE FIRST PART

-and-

YMCA of Owen Sound Grey Bruce (Hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor is the registered owner of the premises known for Municipal purposes as 18 Tain Street, Ripley, Ontario and legally described as Lot 175, Plan 177, Township of Huron Kinloss (former Village of Ripley), County of Bruce (the "**Property**").

AND WHEREAS the Lessor has agreed to lease to the Lessee and the Lessee has agreed to lease from the Lessor, the Demised Premises (as hereinafter defined).

NOW THIS INDENTURE WITNESSETH THAT in consideration of rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be respectively paid, observed and performed, the Lessor has demised and leased and by the present doth demise and lease unto the Lessee for the use and occupation by the Lessee as hereinafter set out, all those certain premises in the building located on the Property (the "**Building**") comprised of the lower level of the Building and the outdoor playground (the "**Demised Premises**") together with the right to use the common areas on the Property in common with all others entitled thereto including, the exclusive right to use four (4) designated parking spaces on the Property as well as shared use of the remaining parking spaces. Please note the main level of the Building is utilized as a medical centre and leased to medical professionals as authorized by the Lessor.

SUBJECT NEVERTHELESS to termination as herein provided:

1. TERM

To have and to hold the Demised Premises for and during the term of sixty months to be computed from the 1st day of June, 2025 to the 31st day of May, 2030 (the "**Term**").

2. RENT 1,825 square feet

a) Schedule of Rent Payments shall be as follows:

Term	Annual Rent	Due Date
June 1, 2025 – May 31, 2026	\$3,650 + HST	September 30, 2025
June 1, 2026 – May 31, 2027	\$7,300 + HST	September 30, 2026
June 1, 2027 – May 31, 2028	\$9,125 + HST	September 30, 2027
June 1, 2028 – May 31, 2029	\$10,950 + HST	September 30, 2028
June 1, 2029 – May 31, 2030	\$12,775 + HST	September 30, 2029

b) The Lessee shall not be required to pay any other costs, charges and expenses relating to the Property or the operation thereof save and except for the rent set out in Subsection 2 a) above and as otherwise expressly set out in this Lease.

c) At the expiration date of the tenure specified in this Lease, the Lessee shall have an option to renew for a further period up to five years upon the said terms and conditions as herein contained, save and except as to the rent that shall be negotiated between the Lessor and the Lessee. Provided that if the Lessor and Lessee cannot agree upon such renew rent then it shall be fixed by arbitration with reference to rent for similar premises in the County of Bruce.

d) The Lessor and/or the Lessee may terminate this Lease upon not less than six (6) months' prior written and registered letter notice to the other party.

3. TERMS AND CONDITIONS

The Lessee covenants and agrees with the Lessor:

- a) To provide child care services in the manner of and consistent with the expectations and regulations of the Early Learning Division, Ministry of Education.
- b) To observe and obey all regulations and directions of the Grey Bruce Health Unit.
- c) To exercise proper maintenance and janitorial care of the Demised Premises and the furnishings and equipment of the Lessor situate therein, subject to usual and ordinary wear and tear, and to repair all damage to any equipment and to replace any equipment that is damaged beyond repair, in each case due to the negligence of the employees of the Lessee provided the Lessee shall not be responsible for damage and loss caused by fire.
- d) To keep all garbage and refuse in covered containers and to place these containers in a designated location for removal by the Lessor.
- e) To observe and adhere to all regulations of the building, including the proper conduct of staff and children while accessing and utilizing the shared use areas.
- f) To not hold itself out as a servant of the Lessor or to pledge credit of the Lessor in anyway. To pay all business taxes, license fees or other assessments or levies that may be made in respect to the operation of the said child care and abide by all applicable legislation.
- g) To provide all communications equipment and service fees for the use of the child care.
- h) To covenant with, agree to and with the Lessor not to assign this Lease or benefit thereunder without the prior written consent of the Lessor.
- i) To place or utilize no equipment other than that located in the enclosed outdoor play space forming part of the Demised Premises, without the written consent of the Lessor. If approved the cost of insurance, maintenance etc. shall be the responsibility of the Lessee.
- j) To permit the Lessor, at all times upon not less than twenty-four (24) hours prior written notice, to enter upon and view the state of the repair of the Demised Premises and to comply with all reasonable requirements of the Lessor with regard to the care, maintenance and repair thereof and to promptly comply with any and all demands for repair, given in writing by the Lessor; subject to Clause 3.c above.
- k) To properly store all inventory of any nature in such a manner as to conform to the underwriter's standards and to be compatible with local fire regulations.
- l) If using the Lessee's equipment in the common areas of the Property staff are to ensure the equipment is not impeding entrance ways of the passage of individuals using the shared space. Any large equipment used in the common areas of the Property must be stored neatly after each use. All small equipment or program supplies owned by the Lessee must be stored in the primary area.
- m) To not use the Demised Premises during the said term for any other purpose than that of a licensed child care facility and other incidental operations which may be necessary for the operation of a child care.

4. INSURANCE

The Lessee will maintain, at its cost and expense, the insurance described below throughout the Term and any period when it is in possession of the Demised Premises, and the liability policy in (b) below will include the Lessor as an additional Insured. The insurance which the Lessee is required to maintain is as follows:

- a) All risks (including flood and earthquake) policy insurance in an amount equal to one hundred percent (100%) of the full replacement cost, insuring 1. all property owned by the Lessee, or for which the Lessee is legally liable, or installed by or on behalf of the Lessee, and located within the Demised Premises including, but not limited to, fittings, installations, alterations, additions, partitions, and all other leasehold improvements installed by or on behalf of the Lessee; and 2. The Lessee's inventory, furniture and moveable equipment;
- b) Public liability and property damage insurance including personal injury liability, contractual liability, non-owned automobile liability and employers liability; with respect to the Demised Premises and the Lessee's use of the common elements, with coverage including the activities and operations conducted by the Lessee and any other person on the Demised Premises and by the Lessee and any other person performing work on behalf of the Lessee and those for whom the Lessee is in law responsible, on any other part of the Property. These policies will 1. Be written on a comprehensive basis with inclusive limits of at least five million dollars (\$5,000,000.00) per occurrence for bodily injury for any one or more persons, or property damage; (but the Lessor, acting reasonably, may require higher limits from

- time to time);
- c) Tenant's legal liability insurance for the full replacement cost of the Demised Premises; and
 - d) Any other form of insurance and with whatever higher limits the Lessee and or the Lessor, acting reasonably, requires from time to time, in form, in amounts and for risks against which a prudent Lessee would insure.

The Lessor will maintain, at its cost and expense, the insurance described below throughout the Term, and the liability policy in (b) below will include the Lessee as an additional Insured. The insurance which the Lessor is required to maintain is as follows:

- a) All risks (including flood and earthquake) policy insurance in an amount equal to one hundred percent (100%) of the full replacement cost of the Building; and
- b) Public liability and property damage insurance including personal injury liability, contractual liability, non-owned automobile liability and employers liability; with respect to the Lessor's operations at the Property, with coverage including the activities and operations conducted by the Lessor and any other person on the Property and by the Lessee and any other person performing work on behalf of the Lessor and those for whom the Lessor is in law responsible. These policies will 1. Be written on a comprehensive basis with inclusive limits of at least ten million dollars (\$10,000,000.00) per occurrence for bodily injury for any one or more persons, or property damage; (but the Lessor, acting reasonably, may require higher limits from time to time).

5. QUIET ENJOYMENT

The Lessor covenants with the Lessee as follows:

- a) For quiet enjoyment;
- b) To, at its cost and expense, supply, repair and maintain all systems of fire protections, electrical, water, sewage, air conditioning, light, forced air gas heat, exhaust, roofing and structural systems to the Building, including the Demised Premises, sufficient to accommodate the necessary and usual operations of the child care in the Demised Premises and to keep and maintain same in a state of good repair and condition, as would a prudent owner of the Property, and in compliance with all applicable laws;
- c) To allow the Lessee the exclusive right to use four (4) designated parking spaces on the Property as well as shared use of the remaining parking spaces; and
- d) To provide parking lot snow removal.

6. LESSEE'S SIGNAGE

The Lessee shall be permitted to erect, put up and/or install a suitable identification sign based on the Township of Huron-Kinloss signage policies, prepared by a professional sign designer, painter or supplier. The appropriate sign location on the face of the Building shall be determined in co-operation with the Lessor. Such installations must be in accordance with local Municipal by-laws or ordinances of Federal or Provincial Statutes, complement other facility signage plus receive pre-approval by the Community Services Department. Such approval will not be unreasonably or arbitrarily withheld. The Lessee acknowledges that the Lessor has approved the Lessee's existing signage on the Building.

7. LESSOR'S COVENANT RE: STATE OF PREMISES

The Lessor agrees that the possession of the Demised Premises will be delivered to the Lessee upon the commencement of the term of this Lease in good condition, free from all tenancies and occupancies, and free from all ordinances, orders or directives made or given by and federal, provincial or municipal government, department, commission, board or officer or by the Canadian Fire Underwriters Association or any other body exercising similar functions. If any such ordinance, order or directive be made or given as aforesaid during the tenure hereof, or during the term of any renewal or extension hereof the Lessor covenants to comply with any such ordinance, order or directive, or fail to cause such ordinance, order or directive to be vacated, discharged, or rescinded within a reasonable time after written notice from the Lessee, the Lessee, insofar as it may be law entitled so to do, may comply with such ordinance, order or directive and deduct its costs and expenses with respect to such compliance from the rent reserved hereunder, or, at its option the Lessee may terminate the written lease without further notice to the Lessor. The entry into possession by Lessee shall be deemed to be a waiver of any of the aforesaid covenants.

8. LESSOR'S RIGHT OF RE-ENTRY

Provides always and it is hereby agreed between the parties as follows:

- a) If the Demised Premises shall become vacant or shall not be used for the above purpose for a period of thirty (30) days, or shall be used by any person, persons, or corporation, without the Lessor's written consent for any purpose except that for which they are leased, this Lease shall, if the Lessor notifies the Lessee in writing, forthwith cease and determine and the Lessor may re-enter and take possession of the Demised Premises;
- b) All equipment and machinery being installed on the Demised Premises shall be installed and maintained in such a manner as to conform with the requirements of the local health, fire and safety departments and all local ordinances and Provincial and Federal Statues;
- c) If the Lessee remains in possession of the Demised Premises after the expiration of the term of this Lease without having renewed the same, it shall be deemed to be a tenant from month to month and to be subject to the provisions of this Lease insofar as they apply;
- d) The Lessor may re-enter the Demised Premises on non-payment of rent or and/or on non-performance of the covenants of the Lessee herein contained if such non-payment or such non-performance is not remedied within thirty (30) days after the Lessee receives written notice from the Lessor of such non-payment or non-performance;
- e) In the case of non-payment of the rent except as herein provided or other charges as herein provided, for thirty (30) days after receipt of notice that they have become due, or non-performance of the covenants herein, this Lease shall, at the option of the Lessor cease and be void, and the term hereby created be at an end, anything herein forth contained to the contrary notwithstanding, the Term had it not been terminated, reduced by rental value of the Demised Premises for the same period, established by the terms and conditions upon which the Lessor re-lets them, if such re-letting is accomplished within a reasonable period of time after termination and otherwise established by reference to all market and other relevant circumstances.

9. DAMAGE BY FIRE, LIGHTNING AND TEMPEST

If during the term hereof the Demised Premises shall be damaged by fire, lightning, tempest, impact or aircraft, acts of God or terrorism, or the King's enemies, riots, insurrections or explosions or other cause, the following provisions shall have effect;

- a) If the Demised Premises are rendered partially unfit for occupancy by decision of the Lessee, the rent hereby reserved shall abate in part only in the proportion that the part of demised premises, until the Demised Premises have been repaired or restored at the expense of the Lessor and the Lessor shall repair and restore the same with all diligence forthwith thereafter;
- b) If the Demised Premises are rendered wholly unfit for occupancy by decision of the Lessee, the rent hereby reserved shall be suspended until the Demised Premises have been repaired or restored at the expense of the Lessor and the Lessor shall repair and restore the same with all diligence forthwith thereafter;
- c) Notwithstanding the provisions herein forth made, if the Demised Premises shall be incapable of being repaired or restored, with reasonable diligence within ninety (90) days of the happening of the damage, then either the Lessor or the Lessee may at its option terminate this Lease by notice in writing to the other given within ninety (90) days of the date of the damage, and if such notice is given, this Lease shall cease and become null and void from the date of the damage, and the Lessee shall immediately surrender the Demised Premises and all its interests therein to the Lessor and the rent shall be apportioned and shall be payable by the Lessee only to the date of such damage and the Lessor may re-enter and repossess the Demised Premises discharged of this Lease, but if within the said period of ninety (90) days, neither the Lessee or the Lessor shall give notice terminating this Lease as aforesaid, or if within the said period the Lessor and the Lessee shall agree not to give such notice, then upon the expiration of the said ninety (90) days or upon the Lessor and the Lessee agreeing as aforesaid, whatever shall be sooner, the Lessor shall with reasonable promptness repair or restore the Demised Premises as aforesaid; and
- d) In the absence of the Lessor's negligence or willful misconduct or the negligence or willful misconduct of those for whom the Lessor is responsible in law, the Lessor shall not be responsible in any way for any injury to any person or for any loss of or damage to any property belonging to the Lessee or to any employees, invitees, or licenses of the Lessee while such person or property is in or about the Property, or

any truck ways, platforms or corridors in connection therewith, including, without limiting the foregoing, any loss of or damage to any property caused by theft or breakage, or by steam, water, rain, or, snow, which may leak into, issue or flow from any part of the said buildings, or adjacent or neighbouring lands, or from the water, drainage pipes or plumbing works thereof, or from any other place or for any loss or damage caused by or attributable to the condition or arrangements of any electric or other wiring, or for any other loss whatsoever of the Lessee with respect to the Demised Premises, and business of the Lessee carried on therein.

- e) The Lessee agrees to save harmless and to indemnify the Lessor and its successors and assigns of and from any and all claims, suits, demands, actions, causes of action arising in connection with damage to property or an injury to a person arising from this Lease, or any occurrence in, on, or at the Demised Premises, or from the occupancy or use by the Lessee of the Demised Premises, or any part of them, or occasioned wholly or in part by an act or omission of the Lessee or by anyone permitted to be on the Demised Premises by the Lessee save and except if and to the extent that such damage to property or injury to any person is caused or contributed by Lessor's negligence or willful misconduct or the negligence or willful misconduct of those for whom the Lessor is responsible in law.

10. FAILURE BY LESSEE TO PERFORM

If the Lessee shall fail to perform any of the covenants or obligations of the Lessee under this Lease within ten (10) days after the Lessee's receipt of written notice from the Lessor of the Lessee's failure to perform any of the covenants or obligations of the Lessee under this Lease, the Lessor may from time to time, in its discretion perform or procure performance of any such covenants or obligations, and for such purposes may enter the Demised Premises and carry out such work upon the Demised Premises as the Lessor may consider requisite or necessary, and the Lessee may be charged for the same as if rent.

11. INSPECTION BY LESSEE

- a) The Lessee shall have examined the Demised Premises before taking possession and shall have accepted the Demised Premises and found them to be in good order and satisfactory condition for the purposes intended herein, subject to any items of repair, alteration, remodeling or redecoration to be particularized by the parties, hereto prior to the date of possession and subject to the Lessor's covenant contained in Clause 7 above. Any deficiencies concerning the examination of the Demised Premises shall be noted in writing to the Lessor before the Lessee takes possession of the Demised Premises.
- b) The Lessee may at the expiration of the term hereof or any renewal, or any early termination as herein agreed, if it shall not then be in default hereunder, remove from the Demised Premises all trade fixtures and other personal property of the Lessee, which may include additions to the hydro electric system which is supplied and used by the Lessee in the conduct of his business and then installed in the Demised Premises and if damage is caused to the Demised Premises as a result of such removal, the Lessee shall promptly make good any damage which may be occasioned by such removal and restore the same to the condition prior to such removal subject to reasonable wear and tear.

12. LESSOR'S RIGHT TO RE-LET PREMISES

The Lessor shall have the right within three (3) months from the termination of the term hereof to place upon the Demised Premises a notice of reasonable dimensions and reasonably placed so as not to interfere with the business of the Lessee stating that the Demised Premises are for rent.

13. NOTICE TO LESSOR

Any notice, request or demand herein provided for or given hereunder if given by the Lessee to the Lessor shall be sufficiently given if mailed by registered mail, postage prepaid, addressed to the Lessor at:

**The Corporation of the Township of Huron-Kinloss
c/o Community Services Department
21 Queen St. Box 130
Ripley, ON, N0G 2R0**

14. NOTICE TO LESSEE

Any notice provided for or given hereunder if given by the Lessor to the Lessee shall be sufficiently given if mailed as aforesaid addressed to the Lessee at:

**YMCA of Owen Sound Grey Bruce
c/o Child Care Services
290 9th Street East
Owen Sound, ON, N4K 1N7**

Any notice mailed as aforesaid shall be conclusively deemed to have been given on the third business day following the day which such a notice is mailed as aforesaid. Either the Lessor or the Lessee, may at any time give notice in writing to the other or others of any change of address of the party giving such notice from and after the giving of such notice to the address therein specified shall be deemed to be the address of such party for the giving of such notices thereafter.

SIGNED, SEALED AND DELIVERED
in the presence of

)
) **THE CORPORATION OF THE**
) **TOWNSHIP OF HURON-KINLOSS**
)
)
) _____
) Mayor – Don Murray
)
)
) _____
) Clerk –Jennifer White
)
) We have the authority to bind the
) Corporation
)
) **YMCA OF OWEN SOUND GREY BRUCE**
)
) _____
) Chief Executive Officer, Sarah Cowley
)
) _____
) Director of Child Care, Cyndy Jefferson
)
) We have the authority to bind the
) Corporation