

The Corporation of the Township of Southgate

By-law Number 2021-175

being a by-law to authorize an agreement between South-East Grey Community Health Services and The Corporation of the Township of Southgate

Whereas the Municipal Act, S.O. 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into a lease agreement with South-East Grey Community Health Services,

Now therefore be it resolved that the Council of the Corporation of the Township of Southgate hereby enacts as follows:

1. **That** the Lease Agreement between South-East Grey Community Health Services and The Corporation of the Township of Southgate attached hereto as Schedule "A" (the "Agreement"), is hereby ratified and confirmed; and
2. **That** the Mayor and Clerk are hereby authorized and directed to sign the Agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

Read a first, second and third time and finally passed this 15th day of December, 2021.

John Woodbury – Mayor

Lindsey Green - Clerk

LAND LEASE AGREEMENT

“Lease”

THIS AGREEMENT DATED this 15th day of December , 2021

BETWEEN:

South-East Grey Community Health Centre
(hereinafter referred to as the “CHC” or the “Tenant”)

- and -

The Corporation of the Township of Southgate
(hereinafter referred to as the “Township” or the “Landlord”)

(collectively referred to as the “parties”)

WHEREAS the Township is the owner of certain vacant land in the Village of Dundalk and wishes to increase access to health care and social services in the community;

AND WHEREAS the Dundalk and area communities are living through access challenges to local health services, community growth and are anticipating many impactful changes.

AND WHEREAS the CHC is interested in continuing to increase capacity of the Rural Health and Social Services Dundalk Hub within the Township of Southgate area that will improve access to care and access to social services long term for the residents of the catchment area;

AND WHEREAS the signatories to this agreement offer to assist in the growth of the aforementioned Rural Health and Social Services Dundalk Hub;

AND WHEREAS the Township considers entering into this Agreement to be in the interests and benefit of the municipality, its residents and the broader community serve in the region;

NOW THEREFORE, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations, set forth herein, and for the mutual reliance of the parties hereto, the parties hereby agree on the following terms:

GENERAL

1. In consideration of the agreement referred to in the preceding paragraphs, the Tenant shall pay to the Landlord \$1.00 (one dollar) per year of the term of this Lease, with the size of the Property to be determined by the reference plan to be prepared by the Tenant pursuant to the terms of this Lease Agreement.

2. The Tenant, at its sole expense, and prior to the commencement of this Lease shall have a draft reference plan and site prepared for review by the Landlord depicting the Property and shall arrange for such approved plan to be deposited against the title of the Property prior to the start of the Lease Date.
3. **Lease Start Date** will begin on the later of the 1st day of January, 2022 or the day on which the reference plan showing the property has been deposited with the Land Registry Office (Grey Division), at which time access to the Property in "as is, where is" condition shall be given to the Tenant for their use as defined in this Lease

Lease Agreement Term and Planning Act Compliance: This Lease shall be for a twenty year period commencing from the Lease Start Date with automatic five (5) year extensions of this Lease thereafter unless terminated in accordance with the terms of this Lease. Notwithstanding the foregoing, this Lease is entered into subject to the express condition that the provisions of the Planning Act (Ontario) as amended and in force from time to time, shall be complied with. If any renewals or extensions will cause the parties to be in non-compliance with the Planning Act, the Lease shall terminate after the initial 20 year term and there shall be no automatic 5 year extensions.

4. **Council Approval** - This Lease is subject to compliance with the *Municipal Act, 2001* as amended and is conditional upon the approval of this Lease by the Council of The Corporation of the Township of Southgate in its sole and absolute discretion by by-law. Council approval shall be obtained on or before the Lease Start Date, or this Lease will be null and void.
5. **“As Is” Condition** – The Tenant acknowledges that they are assuming the Property in an “as is” condition in all respects, including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Tenant’s proposed use of the Property. The Tenant acknowledges that the Landlord shall not be responsible for any physical deficiencies of this Property or for any past, present or future environmental liabilities and hereby waives any claims against the Landlord in respect of any environmental or other liabilities on this Property.
6. **Use.** The Parties acknowledge that the current zoning bylaw allows Commercial uses for building the medical clinic on the Dundalk Street property (at the corner of Dundalk & Grey Streets) and Open Space uses for parking lot development on the Proton Street lands subject to the requirements of the Township of Southgate Zoning By-law, and other municipal by-laws and codes including but not limited to the Township’s Site Plan Control By-law. It is the Tenant’s responsibility to confirm the Tenant’s intended and actual use is compliant with all relevant laws and applicable by-laws at all times or if rezoning is necessary and any other compliance requirements.

OBLIGATIONS OF THE PARTIES

7. Scope of Clinical Practice(s)

7.1 The CHC will at all times, use reasonable efforts to do the following:

- a) create timely access to primary care, mental health services, social services, and homecare services by coordinating care between the parties and through other health and social services agencies;
- b) coordinate with area hospitals to ensure post discharge patients in a timely manner;
- c) work with the area Health Links partners to ensure a consistent approach to patient care;
- d) coordinate community services in a manner that exceeds residents' and users' expectations; and
- e) ensure that all services are delivered in an efficient and effective manner.

8. Services Provided by CHC:

8.1 The CHC shall:

- a) Provide CHC Board approval for a Community Health Clinic construction project for a 12,000 to 15,000 square foot Medical Centre in Dundalk;
- b) Apply to the Ministry of Health for capital funding for the Community Health Clinic construction project in Dundalk;
- c) Apply to the Local Health Integration Network (LHIN) for Clinic operation dollars as a Medical Centre/Health Clinic as a Primary Care Facility;
- d) Fundraise for the required Medical Centre/Health Clinic equipment required for the facility as a primary health care facility;
- e) Manage the day-to-day operations of the facility and be responsible for financial commitments, management and public reporting through their Board of Directors;
- f) Offer primary care services through physicians, nurse practitioners and various allied health professionals;
- g) Offer an array of community programs to seniors and youth as may be established in another agreement;
- h) Seek out opportunities that may arise for non-signatories to this agreement to further expand and align their services in a manner that improves the quality and scope of services being offered;
- i) Be responsible for managing the snow removal, grass cutting and cleaning of the site property related to property maintenance; and
- j) Ensure that this agreement does not require organizations to integrate in any manner that may affect their identity, integrity or service mandate.

9. Leased Lands to be provided by Township:

9.1 The Township of Southgate shall:

- a) Provide vacant property at the south-east corner of Dundalk and Grey Streets in the Village of Dundalk for the purposes of the CHC using the property to construct a Medical Centre/Health Clinic as a primary health care facility for the community at a rental amount of \$1.00 per year during the Term of this Agreement. Description of Leased Lands are described in Schedule “A” of this Lease.
- b) Provide vacant property at the south-west corner of Dundalk and Proton Streets in the Village of Dundalk for the purposes of the CHC using the property as parking area adjacent to primary health care facility for the community at a rental amount of \$1.00 per year during the Term of this Agreement. Description of Leased Lands are described in Schedule “A” of this agreement (with all such lands as described in this paragraph 9.1 and the subparagraphs a) and b) being referred to collectively as the “Leased Lands” and/or the “Property” in this Lease)

9.2 The CHC is responsible for all costs relating to the clinic and the parking lot, including site preparation, servicing connections, off site rail trail development between Grey and Holland Streets, the cost of constructing the business, landscaping, and all other capital, property taxes, building/property maintenance and operational costs. Without limiting the foregoing, the CHC shall be required to pay the electricity costs, water services, natural gas and other utility costs for the Clinic which will be separately metered by the service provider. Prior to the commencement of the Term, CHC shall set up an account for the utility services with the local distributors in its own name. Further, CHC shall be responsible for setting up accounts for telephone and internet in its own name and shall be responsible to pay for same as the intent is that this is a triple net lease and all costs relating to the Leased Lands being borne by the Tenant.

9.3 The CHC may install in, upon or about the Clinic any signs and advertising material which shall remain the property of the CHC, which the CHC shall remove upon the expiration of the Agreement. All signs and locations of same are to be approved beforehand in writing by the Township, which consent not to be unreasonably withheld, and must conform with all applicable governmental bylaws and codes.

10. Ongoing Review

10.1 The parties agree to review this Agreement at least every two years, upon request by any one party, to ensure the terms contained herein continue to be relevant and accurate.

11. Insurance.

11.1 The CHC will maintain comprehensive insurance and will indemnify and save harmless the Township who is acting as a landowner only. For greater certainty, the CHC shall take out and maintain, at its cost and in the names of the CHC and the Township, its own:

- (a) “All Risks” insurance on all of its property on a one hundred percent (100%) replacement value basis;

- (b) General liability and property damage insurance with a policy limit of not less than five million dollars (\$5,000,000) per occurrence;
- (c) Medical malpractice insurance;
- (d) Professional liability if there are accounting and professional administration duties being performed at the Clinic;
- (e) Cyber liability if medical records will be stored/shared electronically at the Clinic; and
- (f) All physicians, nurse practitioners and health professionals shall be required to show proof of medical malpractice insurance. and
- (g) such other insurance as reasonably required by the Township from time to time.

11.2 Notwithstanding any other provision of this Agreement, the CHC shall indemnify the Township and save it harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Agreement, or any occurrence in, upon, or at the clinic or the occupancy or use by the CHC of the clinic or any part thereof, or occasioned wholly or in part by any act or omission of the CHC or by anyone permitted to be at the clinic or its lands by the CHC. If the Township shall be made a party to any legal action commenced by or against the CHC, the CHC shall indemnify and hold the Township harmless and pay all costs, expenses and reasonable legal fees incurred or paid by the Township in connection with the same. The CHC shall also pay all costs, expenses and legal fees (on a solicitor and client basis) that may be incurred or paid by the Township in enforcing the provisions of this Agreement, the contents of this section shall survive the termination or surrender of this Agreement.

11.3 The CHC will complete the attached "Schedule B" document titled "CHC Annual Proof of Insurance Report" as part of this Agreement on an annual basis to identify and provide the Township proof of the insurance they shall carry to comply with this Agreement upon request.

12. Extensions and/or Renewals of Agreement:

12.1 This Agreement is for a twenty (20) year term, subject to extensions or renewals, or otherwise when this Agreement has been terminated pursuant to the terms herein.

12.2 Notwithstanding section 6.1., this agreement may be dissolved by any of the parties to this Agreement upon six (6) months written notice and the Agreement shall then be terminated contemporaneously at the end of the said notice period.

12.4 In the event that the CHC breaches the terms of this Agreement, and same is not cured within thirty (30) calendar days from the date notice is given by the Township, the Township may thereafter terminate this Agreement and the CHC shall give vacant possession of the clinic building to the Township.

13. Dispute Resolution

13.1 The parties to this agreement state and expressly agree that if any dispute arises out of, or relates to, this agreement, or the breach, termination, validity or subject-matter thereof, they will endeavour, in good faith, to settle the dispute by mediation before having recourse to arbitration.

13.2 If the parties are unable to mediate a settlement of a dispute between them, the parties shall refer all matters in difference between the parties in relation to this Agreement to the arbitration of a single arbitrator agreed upon by a majority of the parties. The award and determination of this arbitrator is binding upon the parties and their respective heirs, executors, administrators, and assigns.

14. General Terms

14.1 *Independent Contractors.* Nothing contained in this Agreement shall be regarded or construed as creating any other relationship (whether by way of employer/employee, agency, association, or partnership) between the parties other than as Landlord and Tenant. No party has the authority to contractually bind the other party (whether as partner, agent or otherwise) or deal with any property belonging to the other party except as set out in this Agreement. No party shall be vicariously liable for the torts committed by the other.

14.2 *Governing Law.* This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

14.3 *Assignment.* No party may assign this Agreement, c, without the other party's written consent, which consent may not be unreasonably withheld. Furthermore, The CHC shall not assign this Agreement in whole or in part, sublet the whole or any part of the clinic, grant any license or right otherwise to occupy or use the clinic, or part with or share possession or control of the clinic with any other person or party, or mortgage or otherwise encumber this clinic, without the prior written consent of the Township which shall not be unreasonably withheld.

14.4 *Enurement.* This Agreement shall enure to the benefit of the parties' heirs, successors, estate trustees and permitted assigns.

14.5 *Notices.* Notices hereunder shall be in writing and will be sufficiently given if delivered personally or by registered mail to following addresses:

To the Township:

Name: Township of Southgate
Address: 185641 Grey Road #9 – RR#1
Dundalk, Ontario N0C 1B0
Contact Person: CAO
Phone #: 519-923-2110
Email: dmilliner@southgate.ca

To the CHC: Name: South East Grey Community Health Centre

Address: 55 Victoria St,
Markdale, Ontario N0C 1H0
Contact Person: Executive Director
Phone #: 519-986-2222
Email: alex.hector@segchc.ca

Notice may also be delivered by facsimile, electronic mail or other electronic transmission if the sending party has written evidence that the notice was in fact delivered. Such evidence may include (without restricting the generality of the foregoing) a fax confirmation, an automated e-mail delivery receipt confirmation or a message sent by the receiving party confirming receipt of the notice.

IN WITNESS WHEREOF the parties identified herein, have affixed their corporate seals attested by the hands of their duly authorized officers in that behalf.

**SOUTH EAST GREY COMMUNITY
HEALTH CENTRE**

Date: _____ Per: _____
Alex Hector,
Executive Director
I have authority to bind the Corporation.

TOWNSHIP OF SOUTHGATE

Date: _____ Per: _____
John Woodbury,
Mayor,
I have authority to bind the Corporation.

Date: _____ Per: _____
Lindsey Green,
Clerk,
I have authority to bind the Corporation.

Schedule A

**Description of Property
owned by the Township of Southgate
and
proposed to be Leased to
South East Grey Community Health Centre**

All and singular that certain parcel of land located within the Province of Ontario, County of Grey, Township of Southgate

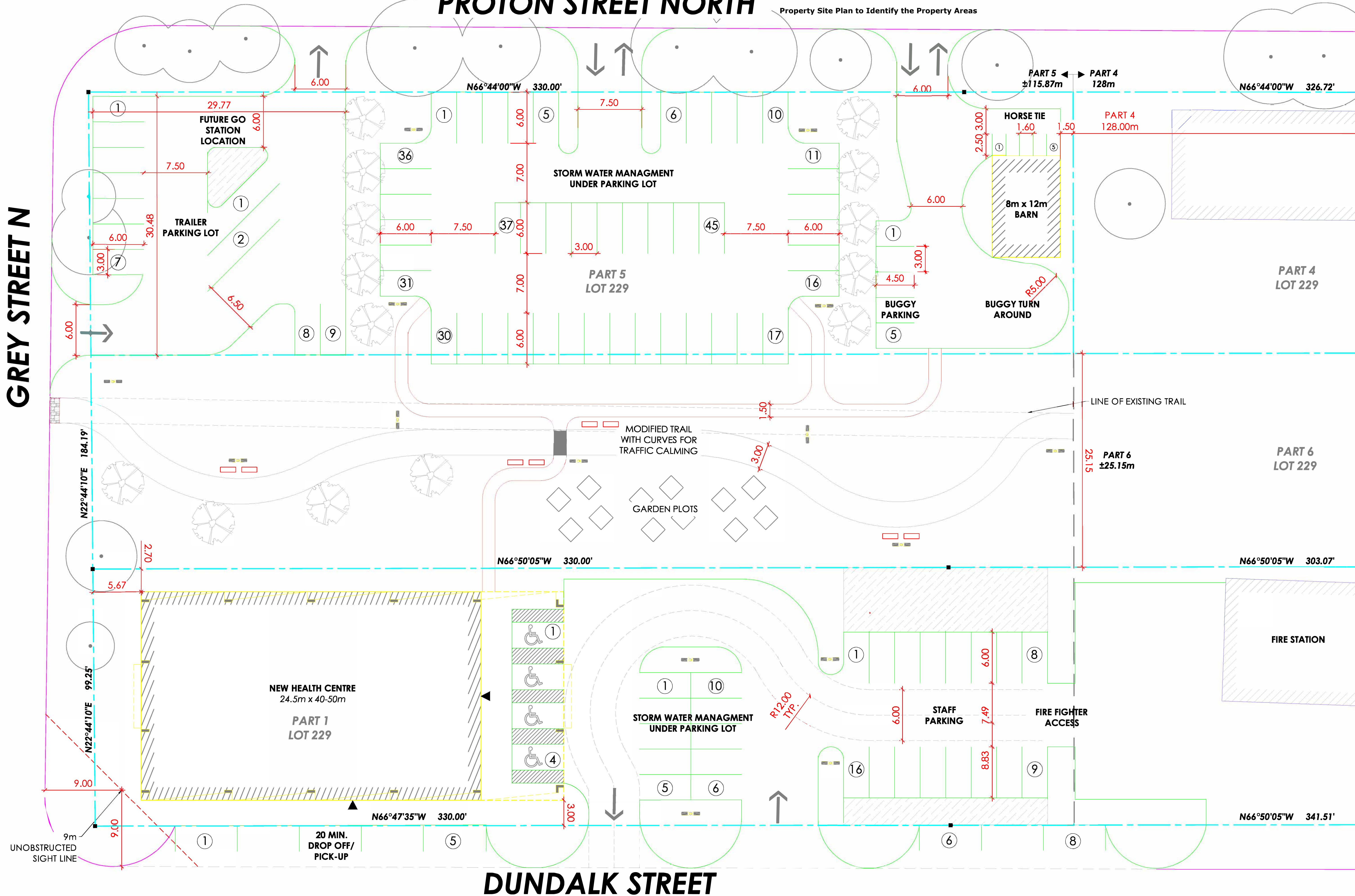
Firstly: Part of Lot 229 Concession 2 Southwest of the Toronto-Sydenham Road, Former geographic are Township of Proton, Township of Southgate, being Part 2 of the Reference Plan, being part of the lands bearing PIN 37315-0136 (LT) (Clinic Parking lands)

Secondly: Part of Lot 229 Concession 2 Southwest of the Toronto-Sydenham Road, Former geographic are Township of Proton, Township of Southgate, being Part 17 and 18 of the Reference Plan, being part of the lands bearing PIN 37315-0135 (LT) (Clinic Building Site lands)

PROTON STREET NORTH

Schedule A con't.
Property Site Plan to Identify the Property Areas

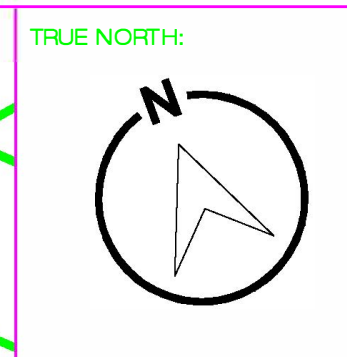
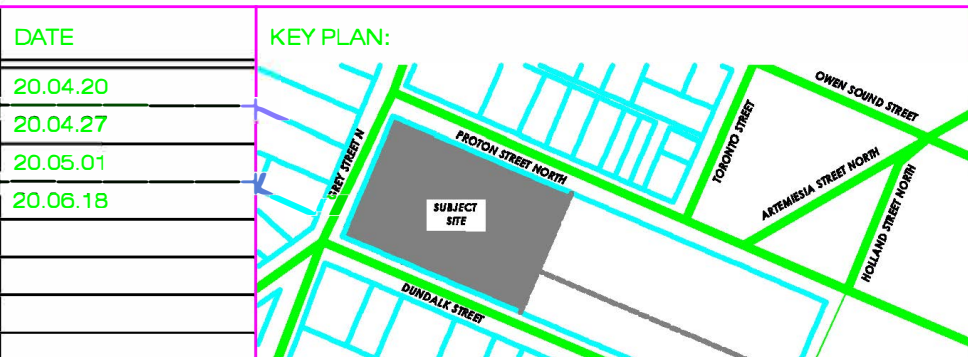
GREY STREET N



DRAWING NOTES:

- This drawing is the exclusive property of Lloyd Hunt, Architect and the reproduction of any part without prior written consent of this office is strictly prohibited.
- The contractor shall verify all dimensions, levels, and datum on site and report any discrepancies or omissions to this office prior to construction.
- This drawing is to be read and understood in conjunction with all other plans and documents applicable to this project.
- Do not scale the drawings.

NO.	ISSUE / REVISION	DATE
1	PRELIMINARY SITE PLAN 'SCHEME A'	20.04.20
2	PRELIMINARY SITE PLAN 'SCHEME B'	20.04.27
3	UPDATED WITH LEGAL INFORMATION	20.05.01
4	SITE PLAN REVISIONS	20.06.19



PARKING SUMMARY

PARKING DESIGNATION	NUMBER OF PARKING SPACES
PUBLIC PARKING LOT	45 SPACES
TRAILER PARKING LOT	9 SPACES
BUGGY PARKING LOT	5 SPACES
STAFF PARKING LOT	26 SPACES
ROAD SIDE PARKING	8 SPACES
BARRIER FREE PARKING	4 SPACES
TOTAL:	97 SPACES

LLOYD HUNT ARCHITECT
21 STATION STREET
GLEN HURON, ONTARIO L0M 1L0
705 466 3111

DUNDALK COMMUNITY HEALTH CENTRE
PROTON STREET
DUNDALK, Ontario

Drawing Title: SITE PLAN

Drawn By: E.B.	Checked By: L.H.	Drawing No.:
Scale: 1:200	Project No. 20.587	SP-01

Schedule B

SEGCHC Annual Proof of Insurance Report

Facility: Dundalk Medical Centre/Health Clinic Primary Care Facility

Address: Dundalk Street North, Dundalk, Ontario

Reporting Year: _____

Insurance Coverage Requirements Checklist:

- Indemnification and Hold Harmless Insurance
- General Liability Insurance
- Medical Malpractice Insurance
- Professional Liability Insurance confirmation by the CHC for the following Practitioners:

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

- Data Liability Insurance

Note: The insurance coverage required above shall provide the associated clause and compliance listed below.

1. Indemnification and Hold Harmless Clause

The South East Grey Community Health Centre shall defend, indemnify and save harmless the Township of Southgate its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees,

agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by South East Grey Community Health Centre in accordance with this Contract, and shall survive this Contract.

The South East Grey Community Health Centre agrees to defend, indemnify and save harmless the Township of Southgate from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the South East Grey Community Health Centre's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by South East Grey Community Health Centre in accordance with this Contract, and shall survive this Contract.

2. General Liability Insurance Clause

General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$ _____. The policy shall be endorsed to include each party to the agreement as an additional insured. The policy shall further be endorsed to include:

- (a) cross-liability,
- (b) contractual liability,
- (c) personal injury, and
- (d) Non-owned Automobile Coverage with a limit of not less than \$ _____ and shall include contractual non-owned coverage.

3. Medical Malpractice Insurance Clause

Medical Malpractice with a limit of not less than \$ _____. The coverage can be provided as a stand-alone policy or included in the coverage afforded by the General Liability Policy referenced above.

4. Professional Liability Insurance Clause

The (Professional) shall take out and keep in force Professional Liability insurance in the amount of \$ _____ providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to South East Grey Community Health Centre and the Township of Southgate. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Township. The Township has the right to request that an Extended Reporting Endorsement be purchased by the (Professional) at the (Professional's) sole expense.

5. Data Liability Insurance Clause

Data liability/Network Security coverage, underwritten by an insurer licensed to conduct business in the Province of Ontario and in an amount not less than \$ _____. Coverage is to respond to but not be limited to the following occurrences:

- i. Privacy violations as a result of but not limited to unauthorized access to or dissemination of private information; failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use and accuracy. Coverage shall extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy.
- ii. Network Security to protect against incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within the Contractor’s computer network or other third party computer information systems and will further include expenses related to third party computer forensics.
- iii. Data Breach Expenses including crisis management and credit monitoring expenses related to electronic and non-electronic breaches.

The policy shall be maintained continuously during the term of this Agreement and for an additional (two) years after the termination or expiration of the Agreement. If coverage is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Township. The Township has the right to request an Extended Reporting Endorsement be purchased by the CHC at the CHC’s sole expense. The term of the Extended Reporting Endorsement will be decided by the Township and CHC.

Report is for the 12 month period of _____ to _____.
month day month day

SEGCHC Report Approval:

Date: