

**THE CORPORATION OF THE TOWN OF GEORGINA****REPORT NO. RC-2019-0016****FOR THE CONSIDERATION OF  
COUNCIL****October 23, 2019****SUBJECT: THE LINK LICENCE AGREEMENT BETWEEN THE TOWN OF  
GEORGINA AND COMMUNITY LIVING GEORGINA**

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**1. RECOMMENDATION:**

1. That Council receive Report No. RC-2019-0016 prepared by the Recreation and Culture Department dated October 23, 2019, respecting The Link Licence Agreement between the Town and Community Living Georgina.
2. That Council approve the applicable by-law to authorize the Mayor and Clerk to enter into a Licence Agreement between the Town and Community Living Georgina.
3. That Council authorize the Mayor and Clerk to enter into a Licence Agreement between the Town and Community Living Georgina for the fit out and occupancy of The Link Spaces J, K, L, M and N within Phase 2 Development, subject to the terms and conditions reflected in the attached Lease Agreement – Schedule A for a five year term, with two consecutive optional five year renewals on mutual consent subject to any minor revisions as may be required by the Town Solicitor.

**2. PURPOSE:**

The purpose of this report is to seek Council's approval to enter into a licence agreement with Community Living Georgina.

**3. BACKGROUND:**

At their September 9<sup>th</sup>, 2015 meeting Council passed the following resolution:

**“RESOLUTION NO. C-2015-0617**

1. That Council receive Report No. RC-2015-0022, prepared by the Recreation and Culture Department dated September 9, 2015, respecting The Link Business Plan – Council Approval. September 9, 2015 M 15 2015-09-09.
2. That Council approve The Link Business Plan.”

In response to Council's resolution from September 9, 2019, staff have secured and prepared final licence agreements between the Town and the Georgina Chamber of Commerce, Hospice Georgina (HG), Georgina Community Food Pantry (GCFP), Georgina Trades Training Inc. (GTTI) and Jericho Youth Services.

As the Town prepares to move forward with the development of Phase 2 and Phase 3 construction at the Link, staff has continued to work diligently to initiate licence agreements with tenants for Phase 2 and Phase 3.

#### 4. **ANALYSIS:**

Staff has been in negotiations with Community Living Georgina for spaces J, K, L, M & N within Phase 3 Development of The Link (3,010 sq. ft.).

Highlights of the licence agreement include:

- That Community Living Georgina will be responsible to pay a monthly fee which includes their proportionate share of maintenance and insurance.
- That Community Living Georgina will be permitted ten (10) hours of cost-free use of a programming/meeting room at The Link each month during their licence period.
- Any additional space requirements by Community Living Georgina over and above the ten hours per month will be subject to the fees as set out in The Link's fees schedule of the Town's fees by-law.
- That Community Living Georgina will be eligible to an optional five year renewal of their licence provided they are not in default.

Community Living Georgina has expressed a commitment to lease Spaces J, K, L, M and NV in Phase 3 (totalling 3,010 sq. ft.)

Staff anticipate the Community Living Georgina to commence fixturing of their respective space at the commencement of the first quarter of 2019 (January 1, 2020). The anticipated date for occupancy is July 1, 2020.

This report is seeking Council's authorization and endorsement to proceed with finalization of a Licence Agreement between the Town and Community Living Georgina.

Please refer to attached Schedule A for specific details of licence Agreement with Community Living Georgina.

#### 5. **FINANCIAL AND BUDGETARY IMPACT:**

The total anticipated licensee revenue the Town would receive from the Community Living Georgina is provided in the table below (next page):

*Link Revenues associated with Community Living Georgina spaces:*

| YEAR | Rate Per Square Foot | Estimated Revenues (exclusive of applicable HST) |
|------|----------------------|--|
| 2020 | \$21.33              | \$64,203.30                                      |
| 2021 | \$21.76              | \$65,497.60                                      |
| 2022 | \$22.20              | \$66,822.00                                      |
| 2023 | \$22.64              | \$68,146.40                                      |
| 2024 | \$23.09              | \$69,500.90                                      |

Please refer to attached Schedule A Licence Agreement for terms and conditions and specific financials.

**6. RELATIONSHIP TO STRATEGIC PLAN:**

This report addresses the following strategic goals:

GOAL 2: "Promote a High Quality of Life"

GOAL 3: "Engage Our Community & Build Partnerships"

GOAL 4: "Deliver Exceptional Service"

**7. PUBLIC CONSULTATION AND NOTICE REQUIREMENTS:**

Since the recommendations in this report are related to a routine licence agreement with a community organization, there has been no specific related public consultation. This report is available on the Town's website and upon request from the Town Clerk. Any related financial implications will be detailed in the Town's publicly advertised budget.

**8. CONCLUSION:**

Staff are recommending Council authorize the Mayor and Clerk to enter into a licence agreement between Community Living Georgina for Spaces J, K, L, M, and N within Phase 3 Development at The Link for a five-year term commencing January 1, 2020 to December 2024 renewal on mutual consent, as outlined in Attachment 1 and pass the applicable by-law.

Prepared & Recommended by:



Dan Buttineau

Director of Recreation and Culture

Approved by:



Dave Reddon

Chief Administrative Officer

*Attachment 1 - Licence Agreement with Community Living Georgina.*



THIS LICENCE AGREEMENT dated as of **1<sup>st</sup> day of January, 2020**

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF GEORGINA  
(the "Licensor")**

**OF THE FIRST PART**

**- AND -**

**COMMUNITY LIVING GEORGINA  
(the "Licensee")**

**OF THE SECOND PART**

**WHEREAS** the Licensor is the owner of the lands known municipally as 20849 Dalton Rd. in Sutton, Ontario (the "lands"), which containing a community connection centre known as The Link ("**the Building**");

**AND WHEREAS** the Licensor has agreed to grant a licence to the Licensee to use and occupy certain space in the Building as described in Schedule "A" and as shown on Schedule "B" attached hereto;

**AND WHEREAS** the Licensor may grant a licence for any portion of the Lands or the Building;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements between the parties, the parties hereby agree as follows:

#### **1. DEFINITIONS**

In this Licence and in the Schedules attached to this Licence (unless otherwise defined therein):

- (a) "**Business Day**" means each day of the week that is not a Saturday or Sunday and is not a statutory holiday in the province of Ontario.
- (b) "**Commencement Date**" has the meaning ascribed thereto in Schedule "A".
- (c) "**Common Areas**" means the areas, facilities, utilities, improvements, equipment and installations in the Building or upon the Lands which are not licensed to licensees of the Building, and which serve or are for the benefit of the Building and are located within the Building or upon the Lands, or are designated from time to time as Common Areas by the Licensor. The Common Areas include, but are not limited to, access roads, driveways,



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loading docks, sidewalks, landscaped or planted areas, hallways, vestibules, corridors, ground floor washrooms and the community lobby.

- (d) **"Common Program Space"** means the shared community spaces in the Building designated from time to time by the Licensor for use on a non-exclusive basis by the Licensee and as outlined on Schedule "B".
- (e) **"Damage"** means damage (including but not limited to, smoke and water damage) that results from a peril against which the Licensor insures and receives sufficient insurance proceeds for the necessary repairs, rebuilding or restoration; and **"Damaged"** is the occurrence of Damage.
- (f) **"Deposit"** means the sum set out in Schedule "A".
- (g) **"Fee"** means the sum set out in Schedule "A".
- (h) **"Fixturing Period"** has the meaning ascribed thereto in Article 2(e) of this Licence.
- (i) **"Improvements"** means the alterations, fixtures and improvements in or serving the Licensed Space made from time to time by or on behalf of the Licensee or any prior occupant of the Licenced Space with the exception only of furniture and equipment not in the nature of fixtures.
- (j) **"Lands"** has the meaning ascribed thereto in Article 1.12 hereof.
- (k) **"Licensable Area"** means the total of the areas in the Building licensed to occupants of the Building or set aside by the Licensor for such purpose, including the Licenced Space and including the area in the Building occupied exclusively by the Licensor, but not including the Common Areas, Common Program Space or Staff Space.
- (l) **"Licence Period"** means the period as set out in Schedule "A".
- (m) **"Licence Year"** means a period of twelve (12) consecutive full calendar months, the first Licence year beginning on the Commencement Date if such date is the first day of a calendar month; and if not, then the first Licence Year shall commence upon the first day of the calendar month following the month in which the Commencement Date occurs. Each succeeding Licence year shall commence upon the anniversary date of the first Licence Year.
- (n) **"Licenced Space"** has the meaning ascribed thereto in Schedule "A".
- (o) **"Licensor's Work"** has the meaning ascribed thereto in Schedule "D".
- (p) **"Operating Costs"** means the costs of the Licensor, without duplication or profit, for operating, maintaining, repairing and insuring the Building and the Lands, including, but not limited to, the costs of the following: (i) insurance on the Lands, Building, improvements, equipment and other property upon the Lands as required hereunder or otherwise; (ii) cleaning, snow removal, garbage and waste collection and disposal, and landscaping; (iii) lighting, electricity, water, gas, public utilities and all other utilities, facilities and systems used

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in or serving the Building and the Lands, including heating, air conditioning and ventilation costs; (iv) salaries of on-site personnel engaged solely in the operation, maintenance, repair and insurance of the Building and the Lands and other improvements thereon (and if not solely engaged in the operation, maintenance, repair and insurance of the Building and the Lands and other improvements thereon, then that portion of such personnel's salary as is reasonably attributable to such function), including security services; (v) repairs (including major repairs) and replacements to and maintenance and operation of the Building and the Lands and other improvements thereon, such repairs, replacement and rebuilding expenditures to be amortized over their useful life if not fully expensed in the year in which they occur in accordance with generally accepted accounting principles; (vi) the total costs of operating, maintaining, and repairing the HVAC system serving the Building; (vii) depreciation or amortization of all capital expenditures, over the useful life of such item, including capital repairs and replacement of the maintenance, cleaning and operating equipment and all other fixtures, equipment and facilities that are part of the Building and Lands (including the HVAC system), unless they are charged fully in the Licence Year in which they are incurred, all in accordance with generally accepted accounting principles; (viii) Property Taxes payable by the Licensor with respect to the Building and the Lands; and (ix) the commercially reasonable management fee or administrative charges of the management company for the Building and Lands (if any, retained by the Licensor) not to exceed 15% of the Operating Costs, excluding Property Taxes. Operating Costs shall exclude or have deducted from them as the case may be: (i) net recoveries from other Licensees or occupants of the Building in respect of and to the extent (but only to the extent) of costs which have been charged as Operating Costs, other than recoveries from the Licensee pursuant to the Operating Costs charging provisions in this Licence and from other Licensees or occupants pursuant to similar charging provisions; (ii) net insurance proceeds received to the extent (but only to the extent) that such proceeds reimburse the Licensor for costs of repair and replacement which have been previously charged as Operating Costs; (iii) net recoveries in respect of warranties or guarantees relating to the construction of the Building to the extent (but only to the extent) that the repair costs in respect of the work covered by such warranties or guarantees have been previously charged as Operating Costs; (iv) net recoveries from the parking facilities forming part of the Common Areas in respect of and to the extent (but only to the extent) of costs which have been previously charged as Operating Costs; and (v) the costs incurred by the Licensor in respect of any vacancies in the Building during the Licence Period or any renewal thereof.

- (q) **"Parking Facilities"** means those parking spaces on the Lands designated by the Licensor for the exclusive use by the clients of the Licensee, the Licensor, other occupants of the Building and those persons or organizations permitted by the Licensor to use the Common Areas from time to time.
- (r) **"Possession Date"** means the day that is **XXX** days prior to the Commencement Date.
- (s) **"Proportionate Share"** means the fraction which has as its numerator the gross square footage of the Licenced Space and as its denominator the gross square footage of the Licensable Area of the Building. For clarity, there shall be no gross-up for any vacant space of Licensable Area in the Building.

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- (t) **"Property Taxes"** means all taxes, levies, charges, school and local improvement rates and assessments whatsoever (including municipal and other property taxes) assessed or charged against the Lands or any part thereof or against the Licensor on account of its ownership of the Lands or relating to its use and occupancy of the Lands, by any lawful taxing authority including any amounts assessed or charged in substitution for or in lieu of any such taxes, but excluding taxes personal to the Licensor such as capital gains, corporate, income, capital, profit or excess profit taxes except to the extent such taxes are levied in lieu of any of Property Taxes.
- (u) **"Rules and Regulations"** has the meaning ascribed thereto in Section 2(s) of this Licence.
- (v) **"Staff Space"** means the staff space designated from time to time by the Licensor in the Building for use on a non-exclusive basis by the staff and agents of the Licensee and of the Licensor, as outlined in Schedule "B".
- (w) **"Use"** means the use of the Licenced Space by the Licensee as set out in Schedule "A".

## 2. LICENCE

Licensor hereby licences the Licenced Space to Licensee for the Licence Period on the following terms and conditions:

- (a) **Net Licence** – This Licence is a completely carefree net licence to the Licensor, except as expressly set out herein.
- (b) **Fee** – Licensee shall pay the Fee to the Licensor in advance and on the first day of each month during the Licence Period, plus any applicable goods and services, sales, value added or harmonized taxes, without deduction, abatement, or set-off whatsoever. The Fee for any part of a month shall be pro-rated on a daily basis based on the number of days in the month plus any applicable taxes.
- (c) **Deposit** – Licensee shall pay the Deposit to the Licensor by certified cheque or bank draft upon the execution of this Licence by the Licensee. The Deposit will be held by the Licensor, without interest, during the Licence Period and any renewals thereof, and upon surrender of the Licenced Space by the Licensee at the expiry of the Licence Period or upon earlier termination of this Licence the Licensor shall use the Deposit to return the Licenced Space to the condition in which it was first licenced to the Licensee. Any balance remaining after such application by the Licensor shall be returned to the Licensee within fifteen (15) days of the expiry or earlier termination of the Licence Period.
- (d) **Fixturing Period** – from the Possession Date to the Commencement Date (the **"Fixturing Period"**), the Licensee shall be permitted access to the Licenced Space for the purpose of installing its fixtures and otherwise preparing the Licenced Space for the intended Use. During the Fixturing Period, the Licensee shall be required to pay its Proportionate Share of Operating Costs but shall not be required to pay any other portion of the Fee.
- (e) **Use** – The Licenced Space shall be used only for the Use set out in this Licence.

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- (f) **Condition of Licenced Space** – Licensee agrees to accept the Licenced Space on an "as is" basis upon completion of the Licensor's Work. All routine maintenance and cleaning of the Licenced Space shall be the responsibility of Licensor, and the cost of such maintenance and cleaning shall be included in Operating Costs. Licensee shall keep the Licenced Space and maintain it in a clean and tidy manner and in good order and condition and shall make all needed routine repairs to the Licenced Space, including without limitation, all fixtures and improvements installed in it by the Licensee. Licensee shall be fully responsible for complying with all applicable building codes and Building Rules and Regulations set out in this Licence, as such Building Rules and Regulations may pertain to the Licensee's use of Licenced Space and any work or alterations to the Licenced Space conducted by the Licensee, provided that the Licensee shall not be responsible to rectify or remedy any non-compliance of the Licenced Space with applicable building codes and/or Building Rules and Regulations, which non-compliance pre-dates the Licensee's use of the Licenced Space.
- (g) **Repairs and Alterations** – Licensee shall not make any repairs, alterations, replacements or improvements to any part of the Licenced Space without first obtaining Licensor's prior written approval, which approval may be withheld in the sole discretion of the Licensor. Any repairs, alterations, replacements or improvements made by Licensee without Licensor's prior written approval shall, if required by Licensor, be promptly removed by Licensee at its sole cost and expense and the Licenced Space shall be restored to its previous condition. The Licensor has the option, in its sole discretion, to undertake and complete, on behalf of the Licensee and at the sole cost of the Licensee, any repairs, replacements, alterations or improvements requested by the Licensee.
- (h) **Insurance and Risk** – Licensee acknowledges that the Licensor assumes no risk in connection with any property of the Licensee situated from time to time in the Licenced Space or in connection with the Licensee's use and occupancy of the Licenced Space and use of the Common Areas, and accordingly:
- (i) The Licensee will obtain and maintain at all times during the Licence Period comprehensive public liability and property damage insurance coverage on an occurrence basis with respect to the Licenced Space and the Licensee's use of the Building and Lands. This insurance shall have inclusive limits of not less than \$2,000,000 for each occurrence or such higher limits as the Licensor requires from time to time, and shall: (i) contain a waiver of any subrogation rights which the Licensee's insurers have against the Licensor and against those for whom the Licensor is in law responsible; (ii) contain a severability of interests and a cross liability clause; (iii) name the Licensor as an additional insured; (iv) contain an undertaking by the insurers to notify the Licensor in writing not less than thirty (30) days prior to the effect of any material change, cancellation or termination of the insurance coverage; and (v) contain personal injury, products liability and contract liability coverage. The Licensee will provide the Licensor, upon demand, with proof of such insurance coverage in form satisfactory to the Licensor.
  - (ii) All property kept in the Licenced Space shall be kept at the risk of the Licensee. The Licensee releases the Licensor from every claim it has or might have in connection with anything that has occurred or might occur on or



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in connection with the Licenced Space except claims arising from the gross negligence or wilful misconduct of the Licensor or those for whom the Licensor is responsible at law. The Licensee hereby indemnifies the Licensor and shall save the Licensor harmless from any and all loss (including loss of the Fee and other amounts payable by Licensee under this Licence), 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 out of this Licence, or any occurrence, in or upon or at the Licenced Space, or the occupancy or use by Licensee of the Licenced Space and Common Areas, provided that the Licensee shall not be required to indemnify the Licensor for any loss, claims, actions, damages, liability and expense that are the direct result of the gross negligence or wilful acts of the Licensor or those for whom the Licensor is responsible at law. If the Licensor shall, without fault on its part thereof, be made a party to any litigation commenced by or against Licensee, Licensee shall protect, indemnify and hold the Licensor harmless and shall pay all costs and expenses, and legal fees incurred or paid by Licensor in connection with such litigation.

- (iii) The Licensee agrees that the Licensor shall not be liable for and the Licensee hereby releases the Licensor from (i) any death or injury arising from any occurrence in, upon, at, or relating to the Licenced Space, the Building or the Lands, provided same is not the direct result of the gross negligence or wilful acts of the Licensor or those for whom the Licensor is responsible at law; (ii) any loss of or damage to, or loss of use of, property of the Licensee or others which is located in the Licenced Space or on any other part of the Building or Lands, provided same is not the direct result of the gross negligence or wilful acts of the Licensor; and (iii) any act or omission (including theft, malfeasance or negligence) on the part of any agent, contractor or person from time to time engaged by the Licensor to perform janitorial services, security services, supervision or any other work of any kind whatsoever in, on or about the Licenced Space or the Building, except to the extent that such agent, contractor or person is liable to the Licensor for such act or omission and in that case only to the extent of the indemnification received or recovered from the agent, contractor or person. Further, without limiting the generality of the foregoing, the Licensor shall not be liable for damage caused by other Licensees, tenants, occupants or persons in the Building or on the Lands or by occupants of property adjacent to the Lands, or the public, or caused by construction or by any other private, public, or quasi-public work.

- (iv) "**Licensor**" in this paragraph means the Licensor as well as Licensor's officers, directors, employees and agents and any mortgagees or property manager of the Licensor.

- (i) **Parking** - The Licensee shall be entitled to use parking space(s) within the Parking Facilities based on availability. The clients of the Licensee shall have the right to use the Parking Facilities in common with the clients of the other occupants of the Building and with the clients of the persons or organizations permitted by the Licensor to use the Building and Common Areas. The Licensor may, acting reasonably, implement a fee for any excessive

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use of the Parking Facilities by the clients of the Licensee. Any such fee implemented by the Licensors shall be in addition to the Fee. The Licensee, its staff, agents and its clients shall not use the parking spaces designated by the Licensors for the exclusive use of the Licensors and other occupants of the Building.

- (j) **Common Areas** – In addition to the Licenced Space, the Licensors grants the Licensee the right to use the Common Areas (e.g. meeting & event space, universal and public washrooms, public square, outdoor spaces, etc.) in common with the other occupants of the Building, subject to the conditions imposed by the Licensors from time to time as outlined in the Rules and Regulations contained in Schedule "D" hereto. The Licensee acknowledges that the Licensors, in its sole discretion, may permit non-occupants of the Building to use the Common Areas.
- (k) **Common Program Space** – The Common Program Space may be used by the Licensee on a non-exclusive basis in common with others, by booking the Common Program Space through the Licensors, subject to availability and only during the hours as determined by the Licensors. The Common Program Space is to be shared by the Licensors, Licensee, other Licensees of the Building and other community agencies and local residents as determined by the Licensors. Accordingly, from time to time, the Common Program Space might not be available for use by the Licensee. The Licensors reserves the right, acting reasonably, to limit usage of the Common Program Space depending on internal or external requests for usage of the Common Program Space. Notwithstanding the above, the Licensee shall be granted ten (10) hours per month (non-cumulative if unused) to book a Common Program Space (the Commercial Kitchen, the Event Hall, Meeting Room 1, Meeting Room 2) based on availability and only if booked within a 30 day window of the requested date(s). The Licensors may, acting reasonably, implement a fee for use of Common Program Space by the Licensee over and above the 10 hours per month. Any such fee implemented by the Licensors shall be in addition to the Fee.
- (l) **Staff Space** – The Staff Space shall be used only by the staff and agents of the Licensee assigned to work in the Licenced Space on a non-exclusive basis in common with the staff and agents of the other Licensees and the other persons or organizations permitted by the Licensors to use the Staff Space of the Building, subject to availability and only during the hours specified by the Licensors, acting reasonably.
- (m) **Payment of Taxes:**
  - (i) Licensee shall pay its own personal taxes (including business taxes, if any) and any taxes on its own property or income.
  - (ii) Notwithstanding the fact that Property Taxes are included in Operating Costs, the Licensors acknowledges that the Licensee may be entitled to apply to the taxing authority to grant back the Property Taxes due on the Licensee's interest in the Licenced Space, in full or part. As and when required, and at the Licensee's sole cost and expense, the Licensors shall assist the Licensee in its application for such grant, subject always to the Licensors's administrative capacity for such assistance. Upon receiving any rebate, refund or credit in



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connection therewith, the Licensor shall pay the Licensee an amount equal to such rebate, refund or credit.

- (n) **Transfers** - Licensee shall not permit any Transfer without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed. The Licensee further agrees that it shall be reasonable for the Licensor to deny its consent to any Transfer if: (i) in the Licensor's opinion, the financial background, business history and capabilities of the proposed transferee are not satisfactory; (ii) in the Licensor's opinion, such Transfer is of a nature which may negatively impact or conflict with the operating principles of the The Link or of any organization that provides funding for the operation of the Lands and Building; (iii) the Licensor has withheld its consent to such Transfer; or (iv) it is for only part of the Licenced Space (except if to another Licensee already occupying the Building).
- (o) **Relocation** – Prior to the Possession Date, the Licensor may, at no cost, request of the Licensee that the Licenced Space be re-located to a comparable space in the Building, and all such decisions for relocation shall be negotiated in a timely manner between the Licensor and Licensee, both acting reasonably. After the Possession Date, the Licensor or Licensee may make a re-location request of the other. Upon receipt of such a re-location request, the non-requesting party is obliged to either consent to or reject the re-location request within twenty-one (21) days of the request being made. Should the request be granted, the requesting party shall pay for all costs and expenses to affect the re-location in a timely and efficient manner. Should a re-location of the Licenced Space occur either before or after the Possession Date, Schedule "A" hereto will be amended accordingly.
- (p) **Damage and Destruction** – The Licensor and Licensee agree that the following terms shall apply upon damage or destruction to the Licenced Space or to the Building:
  - (i) If the Licenced Space is Damaged and is rendered not tenantable, in whole or in part, but is capable of being rebuilt or repaired within one hundred and twenty (120) days of the date on which the Licenced Space was Damaged, as determined by an architect or other consultant retained by the Licensor, then the Licensor shall proceed to rebuild or repair the Licenced Space. The Fee shall abate from the date the damage occurred to the date the Licenced Space is deemed by the Licensor's architect or other consultant to be fit for re-occupation, provided that if only a portion of the Licenced Space is rendered not tenantable the Fee shall not abate for the portion that remains capable of occupation by the Licensee;
  - (ii) If the Licenced Space is Damaged to the extent that it is incapable of being rebuilt or repaired within one hundred and twenty (120) days of the date on which the Licenced Space was Damaged, as determined by an architect or other consultant retained by the Licensor, then either party may, by written notice to the other party, within thirty (30) days of the date the Licenced Space was Damaged, terminate this Licence, effective thirty (30) days after the giving of notice. If no such notice is given, the Licensor shall proceed to repair and rebuild the Licenced Space with reasonable promptness. The Fee shall abate from the date the damage occurred to the date the Licenced Space is

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deemed by the Licensor's architect or other consultant to be fit for re-occupation; and

- (iii) If the Building is Damaged and twenty-five percent (25%) or more of the Building is rendered wholly unfit for occupancy or impossible or unsafe for use and occupancy as determined by an architect retained by the Licensor, the Licensor may, at its option, terminate this Licence by giving the Licensee notice in writing of such termination, within thirty (30) days of the date the Building was Damaged, to be effective thirty (30) days after the giving of notice. If no such notice is given, the Licensor shall proceed to repair and rebuild the damaged aspects of the Building with reasonable promptness. The Fee shall abate from the date the damage occurred to the date the Licenced Space is deemed by the Licensor's architect or other consultant to be fit for re-occupation.

- (q) **Rules and Regulations** - Licensor, from time to time, may make rules and regulations with respect to the Licenced Space and the Common Areas (the "**Rules and Regulations**") and Licensee shall comply with and observe them if it receives notice of them. The Rules and Regulations shall not conflict with the terms of this Licence. The current Rules and Regulations for the Licenced Space and the Common Areas are attached as Schedule "D" hereto.
- (r) **Inspection** - The Licensor and its agents may at all reasonable times on 24 hours' prior notice (except in the case of an emergency, in which case no notice shall be required) during the Licence Period and any renewal thereof enter the Licenced Space to inspect the condition of the Licenced Space.
- (s) **Dispute Resolution** - The Licensor and Licensee agree that when an issue arises between them as to the terms of this Licence or the occupation and use of the Licenced Premises and the Common Areas, they will make every reasonable effort to try to resolve the concern and seek a mutually-satisfactory resolution in an amicable and co-operative fashion, and such reasonable efforts shall include, but are not limited to, the following actions by the Licensor and Licensee:
  - (i) exchange of statements of the perception of the issue or problem;
  - (ii) exchange of statements of how the issue or problem affects the Building in general and the party in particular; and
  - (iii) delivery of a clear request for an adjustment in the situation which attempts to satisfy all parties involved.

In the event that the Licensor and Licensee are unable to resolve the issue amongst themselves, the Licensor and Licensee agree that prior to taking any further action they shall seek a mutually-acceptable arbitrator to determine an appropriate resolution to the dispute.

- (t) **Notices** - All notices required to be given under this Licence shall be given in writing as follows:





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to the Licensor:

Town of Georgina  
26557 Civic Centre Road  
Keswick, ON L4P 3G1

Attention: Manager of Cultural Services

and to the Licensee:

At the premises

A notice is conclusively deemed to have been given or made on the day upon which it is personally delivered or if sent by fax on the next day following confirmed fax transmission. If the notice is sent by mail, then the notice shall be deemed to have been received on the third Business Day following deposit of the notice with the post office. The parties to this Licence confirm that any notice given by electronic means (such as, by way of example, e-mail) will be considered to have been given in writing if a reply confirming receipt of the notice is received by the party giving notice.

### **3. NATURE OF LICENCE**

Licensee acknowledges that its rights under this Licence are a mere licence and that it has no leasehold or other property interest in respect of the Licenced Space, the Building or the Common Areas. Licensee will not register any notice or other document pertaining to this Licence on title to the Lands.

If the Licensee remains in possession of the Licenced Premises after the end of the Licence Period and all renewal and extension periods thereof, to the extent exercised, without having signed a new Licence Agreement, there is no tacit renewal of this Licence or the Licence Period, and the Licensee will be deemed to be occupying the Licenced Premises on a month-to-month basis at a monthly fee equal to twice the monthly fee payable during the last month of the Licence Period and otherwise, upon the same terms, covenants and conditions as set forth in this Licence.

### **4. RENEWAL OPTIONS**

The Licensor covenants with the Licensee that if the Licensee duly and regularly pays the Fee, as outlined in Schedule A, is actively operating from the Licenced Space and performs all of the covenants and agreements on the part of the Licensee to be paid and performed under this Licence, and provided the Licensee is not then in material default under the terms of this Licence, the Licensor, upon the Licensee's written request delivered to the Licensor in accordance with this Licence and at least six (6) months prior to the expiration of the Licence Period, shall grant the Licensee an extension of the Licence Period for the Licenced Space in an "as is" condition and upon the same terms and conditions under this Licence (the "**Renewal Option**") for an additional period or periods as outlined in Schedule "A" hereto, except that there shall be no further right to renew after the Renewal Option has been exercised.



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## 5. RIGHTS OF LICENSOR

If and whenever:

- (a) the Licensee fails to pay the Fee or other amounts due under this Licence on the day or dates appointed for payment and such default continues for a period of five (5) Business Days following the giving of written notice of default; or
- (b) the Licensee fails to perform or observe any of the terms, obligations or conditions of this Licence to be observed or performed by it, or is otherwise deemed to be in default hereunder, which non-monetary breach or non-performance is not cured within fifteen (15) Business Days of notice thereof from the Licensor, or if such breach cannot be remedied within fifteen (15) Business Days the Licensee fails to commence to remedy the breach after notice thereof from the Licensor and thereafter fails to proceed diligently to remedy the breach,

then the Licensor shall have all of the remedies (which are cumulative and not alternative) available to Licensor under the Licence for any breach or non-compliance of the Licence agreement, including, but not limited to, the right to terminate this Licence.

The Licensor acknowledges that the Licensee intends to use the Licenced Space to store confidential client records and files. Notwithstanding the foregoing, in the event of a default as described in (a) and (b) above, and in the course of exercising any rights under this Licence, the Licensor shall not distrain such records and files, and shall take reasonable measures to ensure that the confidentiality of such records and files are protected in accordance with applicable law.

## 6. RIGHTS ON TERMINATION

On expiration or termination of this Licence, the Licensee shall deliver to the Licensor all keys, combinations, or other security facilities pertaining to the Licenced Space and shall ensure that the Licenced Space is left in a clean and orderly condition and in accordance with the other requirements set out in this Licence.

On or before the expiration or termination of this Licence, Licensee shall, at its sole cost and expense remove all Improvements, and restore the Licenced Space to its previous condition to the whole satisfaction of Licensor. All personal property of the Licensee remaining in the Licenced Space upon the expiration or termination of this Licence shall at the option of Licensor become its property, and may be appropriated, sold, removed, destroyed or otherwise disposed of by Licensor without notice or obligation to compensate Licensee or to account to Licensee, and Licensee shall pay to Licensor on demand all costs incurred by Licensor in connection therewith, plus an administration fee of fifteen percent (15%) of the costs.

## 7. FURTHER ASSURANCES

Licensee shall, at its expense, promptly execute such further documentation to give effect to this Licence as Licensor reasonably requires from time to time.

## 8. GENERAL



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- (a) Time shall be of the essence of this Licence.
- (b) The parties agree that this Licence shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
- (c) This Licence constitutes the entire Licence between the parties with respect to the subject matter hereof. Licensee acknowledges and agrees that it has not relied upon any statement, representation, licence or warranty except as set out in this Licence.
- (d) No alteration or amendment to this Licence will be binding upon the Licensor or the Licensee unless signed in writing by the Licensor and the Licensee.
- (e) This Licence shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, trustees, administrators, successors and assigns, as the case may be. The obligations of the Licensee in this Licence are joint and severable.
- (f) This Licence may be executed in counterparts by each party, and the executed counterparts shall together form one agreement. Furthermore, delivery of this Licence by either of the parties by facsimile or electronic transmission shall constitute valid and effective delivery, but the party that delivers in this manner shall be required to deliver to the other party an originally executed copy of this Licence within a reasonable time thereafter.

***[Remainder of page intentionally left blank]***



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**IN WITNESS WHEREOF** the parties have signed this Licence as of the date first noted above.

**LICENSOR:**

**THE CORPORATION OF THE TOWN OF  
GEORGINA**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

I/We have authority to bind the Licensor

**LICENSEE:**

**COMMUNITY LIVING GEORGINA**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

I/We have the authority to bind the Licensee





### **SCHEDULE "A"**

|                               |  |
|-------------------------------|--|
| <b>Commencement Date:</b>     | This licence agreement shall commence on the 1 <sup>st</sup> day of January, 2020.   |
| <b>Fee:</b>                   | <p>The sum of \$5,350.28+ applicable taxes per per month over a twelve (12) month period (each Licence Year as outlined in Schedule E), inclusive of the Licensee's Proportionate Share of the Operating Costs, excluding photocopier usage, shall be due and payable by the Licensee to the Licensor on the 1<sup>st</sup> day of each month. The sum noted above may be amended at the start of each successive Licence Year by the Licensor to reflect the actual Operating Costs in accordance with the terms of this Agreement.</p> <p>The Proportionate Share of the Operating Costs, which includes, but is not limited to, repairs and maintenance, cleaning services, internet services, utility, property tax and insurance costs, are to be estimated by the Licensor at the beginning of each Licence Year. Any adjustment to the Licensee's Proportionate Share of these costs shall be made forthwith following the determination by the Licensor of the actual Proportionate Share of the Operating Costs of the Building and Lands for the Licence Year.</p> |
| <b>Deposit:</b>               | The sum of \$5,350.28 + HST, being the Fee for one (1) month of the first (1 <sup>st</sup> ) year of the Licence Period and applied in accordance with Article 2(c) of this Licence.   |
| <b>Parking:</b>               | The Licensee shall be entitled to use parking space(s) within the Parking Facilities based on availability. There shall be no specially designated parking space(s) for the Licensee.  |
| <b>Licensed Space:</b>        | Approximately 3,010 square feet as shown in the floor plan attached as Schedule "B" hereto and identified as 'Spaces J, K, L, M, N'.   |
| <b>Use of Licenced Space:</b> | (Licensee) will utilize their space as an office/service/program provision centre and will offer high-quality, personalized supports to community members with diverse abilities in their pursuit of personal life vision, through advocacy, education, partnerships and choices.  |
| <b>Use of Photocopier:</b>    | <p>A photocopier access code will be assigned to the licensee for use of the photocopier at the following rates:</p> <p>\$0.0060 per black &amp; white copy or printed sheet<br/>\$0.058 per colour copy or printed sheet</p>  |



A photocopier usage report and invoice will be supplied to the licensee on a quarterly basis commencing in January of each year.

**Licence Period:**

The period commencing on the date the Building and Common Areas are substantially complete and fit for use by the Licensee and its clients, as declared by the Licensor upon thirty (30) days prior notice to the Licensee (the "**Commencement Date**").

**Renewal Options**

Provided that it is not in default hereunder, the Licensee shall have the right to renew the Licence Period for two (2) additional licence periods of five (5) years each.

### Diagram of Licensed Space and Ground Floor of Building





## **SCHEDULE "C"**

### **Rules and Regulations**

1. Licensees are expected to do their best to ensure the shared security of the Building.
2. Licensees are expected to be committed to providing all members of the public and their employees an environment of inclusive design and integration through ongoing policy development in their services, products and facilities. All Licensees are expected to adhere to the Accessibility for Ontarians with Disabilities Act.
3. Licensees, together with the Licensor, will leave Common Areas and Program areas they use, as clean as or cleaner than they found them. It is expected that all Licensees cooperate and contribute to keep Common Areas clean and orderly.
4. The sidewalk, entry passages, fire escapes, corridors, hallways, elevator and stairways, if any, shall not be obstructed by any of the Licensees, or used by them for any purpose other than ingress to and egress from their respective Licenced Space. Tenants will not place or allow to be placed in the building, corridors or public stairways, if any, waste paper, dust, garbage, refuse or anything whatever that would tend to make them unclean or untidy.
5. The windows that reflect or admit light into passages and common areas of the building, if any, shall not be covered or obstructed by any of the tenants and awnings shall not be put up without the written consent of the Licensor. No printed material or other items may be posted or affixed to any windows in the licensed space.
6. The Licensor shall have the right to enter the Licenced Space at reasonable notice to examine the space or to make such repairs and alterations as it shall deem necessary for the safety and preservation of the Building. In the case of an emergency, the Licensor shall have the right to enter the Licenced Space without notice.
7. If the Licensee desires telephone or private signal connections, the Licensor reserves the right to direct the electrician or other workers as to where and how the wires are to be introduced and without such directions no boring or cutting for wires shall take place. No other wires of any kind shall be introduced without the consent of the Licensor.
8. No Licensee shall be permitted to cook or to operate a cooking apparatus except in a portion of the Building rented for those purposes save and except for a microwave oven that may be used to heat food in the common staff area.
9. No Licensee shall do or permit anything to be done in the Licenced Space, or bring or keep anything therein which will in any way increase the risk of fire or obstruct or interfere with the rights of other tenants or violate or act at variance with the laws relating to fires or with the regulations of the Fire Department or Board of Health.





10. Licensees and their staff shall not interfere with other Licensees or those having business with them.
11. Nothing shall be thrown by the Licensees or their staff out of windows or doors or down the passages of the building.
12. No animals shall be kept in or about the Licenced premises with the exception of people with disabilities using their service animals to access and/or work in the premises and those animals required for pet therapy programing, if any. Tenants shall not operate or permit to be operated a musical or sound producing instrument or device inside or outside the building which may be heard outside the building, unless previously approved by the Licensor.
13. No one shall use the Licenced Space for sleeping apartments or residential purposes or for the storage of personal effects or articles other than those required for business purposes.
14. All Licensees must observe strict care not to allow their windows or doors to remain open so as to admit rain or snow or so as to interfere with the heating of the building. Any injury or damage caused to the building or its appointments, furnishing, heating and other appliances or to any other Licensee by reason of windows or doors being left open so as to admit rain or snow or by interferences with or neglect of the heating appliances or by reason of the Licensee or other person, subject to it, shall be made good by the Licensee in whose premises the neglect, interference or misconduct occurred.
15. It shall be the duty of the respective Licensees to assist and cooperate with the Licensor in preventing injury to the premises demised to them respectively.
16. No flammable oils or other flammable, dangerous or explosive materials shall be kept or permitted to be kept in the Licenced Space. Nothing shall be placed on the outside window sills or projections.
17. No bicycles or other vehicles shall be brought within the building except in the parking lot.
18. Licensees shall not place any additional lock upon any door of the Building without the written consent of the Licensor.
19. Licensees shall give the Licensor prompt notice of any accident to or any defect in the plumbing, HVAC, mechanical or electrical apparatus or any other part of the Building.
20. The parking of cars in the parking lot shall be subject to the reasonable regulations of the Licensor. The Licensor has the right to designate and charge Licensees for a specified number of parking spaces at a figure determined in accordance with the Licensee's Proportionate Share of space in the Building.



21. Licensees shall not mark, paint, drill into or in any way deface the walls, ceiling, partitions, floors or other parts of the Licenced Space and Building except with the prior written consent of the Licensor and as it may direct.
22. The Licensor shall have the right to develop a policy guiding the use, booking and charges for use of the various programing space, meeting space, commercial kitchen, counselling space, hoteling space, staff space, event space. Room bookings will be administered by the Licensor in accordance with terms outlined in the Space Use Policy.
23. The Licensor shall have the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needful for the safety, care, cleanliness and appearance of the Building and for the preservation of good order therein, and the same shall be kept and observed by the Licensee and their staff. The Licensor shall provide the Licensee with reasonable notice of such changes and amendments.
24. Licensees agree to the foregoing Rules and Regulations, which are hereby made a part of this Licence Agreement, and agrees that for such persistent infraction of them or any of them, as may in the opinion of the Licensor, be calculated to annoy or disturb the quiet enjoyment of any other tenants, or anyone under it, the Licensor may declare forfeiture and cancellation of the accompanying Licence Agreement and may demand possession of the Licenced Space upon fifteen (15) days' notice.



## **SCHEDULE "D"**

### **Licensor's Work and Licensee's Work**

#### **Licensor's Work**

The Base Building (are those requirements that include the building's primary structure, building envelope, public circulation (e.g. corridors), primary mechanical and supply systems (e.g. electricity, heating and air conditioning, telephone cabling, water supply, drainage, gas, etc.) up to the point of contact with individual tenant spaces) includes the completion of the following upgrades:

- Mechanical
- Electrical
- Communication infrastructure
- Security
- Window coverings (not windows)
- Removal/clearance of all existing items, fixtures and features (boards, cabinets, plumbing, etc.)
- Common area flooring
- Common area framing/drywall and painting (as necessary)
- Accessibility compliance (as necessary)
- Any other visible structural issues/damages to the building
- Roof repair/replacement as necessary
- Common washroom upgrades

#### **Licensee's Work**

The following list describes the items that will be the responsibility of the Licensee as part of their Leasehold Improvements:

- Internal duct distribution
- Customized electrical
- Internal flooring
- All other communication requirements
- Millwork and finished carpentry
- Internal space framing and drywalls
- Internal space painting
- Doors and hardware, if required
- Acoustic/drop ceilings, if required
- Internal space plumbing, if required
- Sprinkler head relocation, if required
- Permit drawings and application to the Town of Georgina Building Services Division

**SCHEDULE "E"****Licensee's Fees**

| <b>YEAR 1 (Jan. 1, 2020-Dec. 31,2024)</b> |                     |                         |
|---|---------------------|-------------------------|
| <b>DESCRIPTION</b>                        | <b>2020 sf rate</b> | <b>Community Living</b> |
| <b>Total sq.ft.:</b>                      | <b>\$ 21.33</b>     | <b>3,010</b>            |
|   |                     |                         |
|   |                     |                         |
| <b>SUBTOTAL EXPENSE</b>                   |                     | <b>64,203.30</b>        |
| <b>HST - 13%</b>                          |                     | <b>8,346.43</b>         |
| <b>TOTAL LICENSEE EXPENSE INCL. HST</b>   |                     | <b>72,549.73</b>        |
| <b>TOTAL LICENSEE EXPENSE PER MONTH</b>   |                     | <b>6,045.80</b>         |

| <b>YEAR 2 (Jan. 1, 2020-Dec. 31,2024)</b> |                     |                            |
|---|---------------------|----------------------------|
| <b>DESCRIPTION</b>                        | <b>2021 sf rate</b> | <b>Community Living sf</b> |
| <b>Total sq.ft.:</b>                      | <b>\$ 21.76</b>     | <b>3,010</b>               |
|   |                     |                            |
|   |                     |                            |
| <b>SUBTOTAL EXPENSE</b>                   |                     | <b>65,497.60</b>           |
| <b>HST - 13%</b>                          |                     | <b>8,514.69</b>            |
| <b>TOTAL LICENSEE EXPENSE INCL. HST</b>   |                     | <b>74,012.29</b>           |
| <b>TOTAL LICENSEE EXPENSE PER MONTH</b>   |                     | <b>6,167.69</b>            |





| YEAR 3 (Jan. 1, 2020-Dec. 31,2024)      |                 |                     |
|---|-----------------|---------------------|
| DESCRIPTION                             | 2022 sf rate    | Community Living sf |
| <b>Total sq.ft.:</b>                    | <b>\$ 22.20</b> | <b>3,010</b>        |
|   |                 |                     |
|   |                 |                     |
| <b>SUBTOTAL EXPENSE</b>                 |                 | <b>66,822.00</b>    |
| <b>HST - 13%</b>                        |                 | <b>8,686.86</b>     |
| <b>TOTAL LICENSEE EXPENSE INCL. HST</b> |                 | <b>75,508.86</b>    |
| <b>TOTAL LICENSEE EXPENSE PER MONTH</b> |                 | <b>6,292.41</b>     |

| YEAR 4 (Jan. 1, 2020-Dec. 31,2024)      |                 |                     |
|---|-----------------|---------------------|
| DESCRIPTION                             | 2023 sf rate    | Community Living sf |
| <b>Total sf</b>                         | <b>\$ 22.64</b> | <b>3,010</b>        |
|   |                 |                     |
|   |                 |                     |
| <b>SUBTOTAL EXPENSE</b>                 |                 | <b>68,146.40</b>    |
| <b>HST - 13%</b>                        |                 | <b>8,859.03</b>     |
| <b>TOTAL LICENSEE EXPENSE INCL. HST</b> |                 | <b>77,005.43</b>    |
| <b>TOTAL LICENSEE EXPENSE PER MONTH</b> |                 | <b>6,417.12</b>     |

| YEAR 5 (Jan. 1, 2020-Dec. 31,2024)      |                 |                     |
|---|-----------------|---------------------|
| DESCRIPTION                             | 2024 sf rate    | Community Living sf |
| <b>Total sf.:</b>                       | <b>\$ 23.09</b> | <b>3,010</b>        |
|   |                 |                     |
|   |                 |                     |
| <b>SUBTOTAL EXPENSE</b>                 |                 | <b>69,500.90</b>    |
| <b>HST - 13%</b>                        |                 | <b>9,035.12</b>     |
| <b>TOTAL LICENSEE EXPENSE INCL. HST</b> |                 | <b>78,536.02</b>    |
| <b>TOTAL LICENSEE EXPENSE PER MONTH</b> |                 | <b>6,544.67</b>     |