

The Corporation of the Municipality of Brockton



By-Law 2019-036

Being a By-Law to Authorize the Signing of an Agreement between G.R.O.W. rooted in love Maternity Home and the Corporation of the Municipality of Brockton for the Purpose of Leasing the Armoury Building.

Whereas The Council for the Corporation of the Municipality of Brockton deems it expedient to enter an agreement with G.R.O.W. rooted in love Maternity Home with respect to leasing the Armoury Building;

And Whereas the Corporation of the Municipality of Brockton is the owner of 215 Jane Street, former Town of Walkerton, Municipality of Brockton;

And Whereas G.R.O.W. rooted in love Maternity Home is desirous of leasing such premises under the Terms and Conditions outlined in Schedule "A" attached hereto;

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enters into a lease agreement with G.R.O.W. rooted in love Maternity Home which is attached as "Schedule A" and forms part of this By-Law;
- 2.0 The execution by the Mayor and Clerk of said agreement dated April 23, 2019, between the Corporation of the Municipality of Brockton and G.R.O.W. rooted in love Maternity Home is hereby authorized, ratified, and confirmed.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "G.R.O.W. Armoury Lease Agreement By-Law".

Read, Enacted, Signed and Sealed this 23rd day of April, 2019.

Mayor – Chris Peabody

Clerk – Fiona Hamilton

Schedule A to By-Law 2019-036

This Lease Agreement made in duplicate this 23rd day of April 2019.

In pursuance of the *Short Forms of Leases Act*, R.S.O 1990, c. s.11 as amended.

Between:

The Corporation of the Municipality Of Brockton
(Hereinafter called the "Lessor")

Of The First Part

And:

Bobbi-Jo Moran, personally, and on behalf of
G.R.O.W. rooted in love Maternity Home, an Unincorporated Association
with a charitable number of 785425091 RR0001
(Hereinafter called the "Lessee")

Of The Second Part

Premises

1. In consideration of the rents, covenants, conditions and agreement in this Lease, the Lessor hereby leases to the Lessee the building and the lands on which the building is situated on the property known municipally as 215 Jane Street, Walkerton, Ontario, known as the "Armoury Building", (the "Premises").

Term

2. The Lessee will have and hold the Premises, subject to the rents, covenants, conditions and agreements in this Lease, for a term of three (3) years, commencing on the 1st day of May, 2019, and ending on the 30th day of April, 2022 (the "Term"), unless terminated earlier in accordance with the terms of this Lease. Subject to the Lessor's rights under this Lease, and as long as the Lease is in good standing, the Lessor covenants that the Lessee shall have quiet enjoyment of the Premises during the Term of this Lease without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming through the Lessor.

Use

3. The Lessee will use the Premises for the purpose of a counselling and resource centre for single mothers and infants (and as more particularly described in the proposed Business Plan attached as Appendix "B") and for no other uses without the prior written consent of the Lessor, such consent to be in the sole and absolute discretion of the Lessor. The Lessee is specifically prohibited from using any portion of the Premises for residential purposes, whether temporary or permanent. The Lessee shall not do or permit to be done at the Premises anything which may constitute a nuisance, cause damage to the Premises, cause injury or annoyance to occupants of neighbouring premises, make void or voidable any insurance upon the Premises, constitute a breach of any by-law, statute, order or regulation of any municipal, provincial, or other competent authority relating to the Premises.

Rental

4. The Lessee will pay to the Lessor during the Term one (\$1.00) dollars plus all applicable taxes per annum (the "Rent") and such fee shall be paid to the Lessor without invoice, in advance without deduction, on or before the first day of the Term, and thereafter annually on the first day of each and every subsequent year of the Term.
5. The Rent provided to be paid to the Lessor under this Lease will be net to the Lessor and will yield to the Lessor the entire such rent during the Term without abatement for any cause whatsoever. Except as specifically provided in this Lease, all costs, expenses, and obligations of every kind and nature whatsoever relating to the Premises, whether or not referred to in the Lease and whether or not of a kind now existing or within the contemplation of the parties, shall be paid by the Lessee. The Lessor shall be responsible for all repairs, maintenance and replacement for all capital related costs (such as the heating system, windows, roof etc.).

6. The Lessor shall not, during the Term of this Lease, be required to make any payments in respect of the Premises aside from the capital related costs described above and as such, the Lessee agrees to pay:
 - a) All business taxes and licenses that may be applicable;
 - b) Utilities (including, but not limited to, natural gas, electricity, water, heat, air-conditioning, internet and telephone etc.)
 - c) Services supplied to the Premises, and the Lessee specifically agrees that this does not in any way oblige the Lessor to provide any services, unless otherwise agreed in this Lease;
 - d) Property taxes and rates, duties, levies and assessments;
 - e) Maintenance, including, grass cutting, snow removal and snow plowing;
 - f) All repairs to the Premises arising from reasonable wear and tear, with the Lessor to be responsible for any capital related repairs;
 - g) All insurance premiums;
 - h) All costs associated with an annual inspection of the Premises' fire alarm system (which shall be in good and proper order prior to transferring possession) and any maintenance fees in relation to this system, written confirmation of clear inspection to be provided by the Lessee to the Lessor on the anniversary date of this Lease or as soon as reasonably possible thereafter;
 - i) All costs associated with the annual inspection of the Premises' heating system, including but not limited to the Premises' boiler system, and will provide written confirmation of clear inspection to be provided by the Lessee to the Lessor on the anniversary date of this Lease or as soon as reasonably possible thereafter (which such system shall be in good and proper order when possession is transferred);
 - j) Sales tax, and any other taxes imposed on the Lessor respecting the Rent; and
 - k) All other charges, impositions, charges, costs and expenses of every nature and kind in relation to operating expenses of the facility, except for any of the Lessor's costs.

Termination Prior to Term

7. Any time during the Term referenced in Paragraph 2 above, either the Lessor or the Lessee may terminate this Lease by giving to the other **ninety (90) days'** notice in writing delivered to the Lessor or mailed to the Lessee and thereupon after expiration of such period of notification, this Lease shall be determined and ended, except for the Lessee's liability. Upon termination as aforesaid, the Rent and other payments, if applicable, and obligations hereunder shall be pro-rated, adjusted and paid forthwith upon termination.
8. The Lessee will permit the Lessor to exhibit the premises during the last three (3) months of the Term to any prospective tenant, and will permit all persons having written authority therefore to review the said premises at all reasonable hours.

Compliance with Laws

9. The Lessee shall at all times comply with all regulatory laws and by-laws, including but not limited to the provisions of the *Building Code Act 1992*, R.S.O 1992, c.23, Zoning By-Law 2013-26 as amended and any successor by-laws, and any property standards by-laws of the Municipality of Brockton regulating the appearance of the exterior of the Premises.
10. The Lessee shall arrange for the Premises to be inspected and approved in relation to fire safety, including but not limited to the fire alarm system, and provide written confirmation of such prior to occupancy of the Premises by the Lessee.

Conditional Updates

11. The Lessee shall provide reports to the Lessor, in the form and manner prescribed by the Lessor, within the first six (6) months of occupying the Premise, and at the end of the first full year of occupancy of the Premise by the Lessee, advising of its operation, including:
 - a) the amount raised by fundraising, donations or any other means; and
 - b) outlining the services providing to mothers and infants at the resource centre.

Indemnity

12. The Lessee will indemnify the Lessor from and against all manner of action or causes of action, claims, lawsuits, damages, losses, costs, tribunal claims, including legal costs, or expenses of any kind whatsoever (including, without limitation, legal fees on a solicitor and

own client basis) that the Lessor may sustain, incur or be put to by reason of or arising out of any act or omission of the Lessee or any persons for whom the Lessee is, at law, responsible, or from the use or occupation of the Premises, in whole or in part and, without limiting the generality of the foregoing, from the non-observance or non-performance by the Lessee, any persons for whom the Lessee is, at law, responsible, or any persons on the Premises for the purpose of doing business with the Lessee or otherwise dealing with the Lessee, or any of the obligations imposed under the provisions of any laws, ordinances, regulations, or requirements of any federal, provincial, municipal, or other authority, or any of the covenants, agreements, terms, conditions, and provisos contain in this Lease to be observed and performed by the Lessee. The liability of the Lessee, the limitation of liability of Lessor, and the indemnity provided by the Lessee to the Lessor contained in this paragraph and within this Agreement, shall survive any termination of this Lease and the expiry of the Term, anything in this Lease to the contrary notwithstanding.

Limitation of Liability of Lessor

13. The Lessor will not be liable for any personal injury, death or property loss or damage sustained by the Lessee or its officers, employees, agents, licensees, or those doing business with it on the Premises, no matter how caused, except to the extent caused by the negligence of the Lessor or those for whom the Lessor is, in law, responsible; and the Lessee:

- (i) will indemnify the Lessor against all actions or liabilities arising out of such personal injury, death, or property damage or loss, except to the extent caused by the negligence of the Lessee or those persons for whom the Lessee is, in law, responsible; and
- (ii) hereby releases the Lessor and its officers, employees, agents, successors and assigns from all claims for damages or other expenses arising out of such personal injury, death, or property loss or damage, except to the extent caused by the negligence of the Lessor or those persons for whom the Lessor is, in law, responsible.

14. Without limiting the foregoing, the Lessor will not be liable for any personal injury, death, or property loss or damage sustained by the Lessee or its officers, employees, agents, sublessees, licensees, or invitees on the Premises caused by theft or breakage or by steam, water, rain, snow, radioactive materials, microwaves, deleterious substances, gases, pollutants, or any other materials or substances that may leak into, or issue or flow from any neighbouring lands or adjacent premises, or from the water, steam or drainage pipes or plumbing works of the same or from any place, or any loss or damage caused by or attributable to the condition or arrangements of any electric or other wiring, or any damage caused or anything done or omitted to be done by any other Lessee or occupant of the Premises except to the extent caused by the negligence of the Lessor or by those persons for whom the Lessor is, in law, responsible; and the Lessee:

- (iii) will indemnify the Lessor against all actions or liabilities arising out of such personal injury, death, or property damage or loss except to the extent caused by the negligence of the Lessor or those persons for whom the Lessor is, in law, responsible; and
- (iv) hereby releases the Lessor and its officers, employees, agents, successors and assigns from all claims for damages or other expenses arising out of such personal injury, death, or property loss or damage, except to the extent caused by the negligence of the Lessor or those persons for whom the Lessor is, in law, responsible.

Insurance

15. The Lessee is responsible for insuring the Premises with liability insurance for the benefit of the Lessor and the Lessee.

16. The Lessee shall during the whole of the Term and during such other time as the Lessee occupies the Premises, take out and maintain the following insurance, at the Lessee's sole expense, in such form as used by solvent insurance companies in the Province of Ontario:
- a) Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use of the Building and occupation of the Premises, or the Lessee's business on or about the Premises; such insurance to be in the joint name of the Lessee and the Lessor so as to indemnify and protect both the Lessee and the Lessor and to contain a 'cross liability' and 'severability of interest' clause so that the Lessee and the Lessor may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than \$2,000,000.00 (two million dollars) combined single limit or such other amount as may be reasonably required by the Lessor;
 - b) All policies of insurance shall contain a waiver of subrogation clause in favour of the Lessor; and
 - c) The insurance policy shall contain provisions that such policy shall not be cancelled without the insurer providing the Lessor thirty (30) days written notice stating when such cancellation will be effective.
17. The Lessee shall not do, omit or permit to be done or omitted upon the Premises anything which will cause any rate of insurance upon the Premises or any part of the Premises to be increased or cause such insurance to be cancelled. If any such rate of insurance is increased, the Lessee shall pay to the Lessor the amount of the increase from time to time and as such increased insurance premiums become payable. If any insurance policy upon the Premises or any part of the Premises is cancelled or threatened to be cancelled by reason of the use or occupancy by the Lessee or any such act or omission, the Lessee shall immediately remedy or rectify such use, occupation, act or omission upon being requested to do so by the Lessor, and if the Lessee fails to so remedy or rectify, the Lessor may at its option terminate this Lease and the Lessee shall immediately deliver up possession of the Premises to the Lessor.
18. The Lessee further shall during the whole of the term maintain such other insurance in such amounts and in such sums as the Lessor may reasonably determine from time to time. Evidence satisfactory to the Lessor of all such policies of insurance shall be provided to the Lessor upon request.
19. The Lessee is hereby advised and understands that the personal property of the Lessee is not insured by the Lessor for either damage or loss, and the Lessor assumes no liability for any such loss.

Repair and Maintenance

20. At all times during the Term, and any other such time as the Lessee occupies the Premises, the Lessee shall use all available means, including but not limited to grants or funds derived from fundraising, to promptly repair, clean, renew and maintain the Premises in a safe and visually-acceptable condition, such determination to be within the sole opinion and discretion of the Lessor, including but not limited to all buildings, structures, facilities, landscaping, pavement, and fences, as additionally outlined in Appendix "A", excluding reasonable wear and tear.
21. The Lessee shall permit the Lessor and its duly authorized agents or nominees, and associated employees or workers, at all reasonable times to enter upon the Premises for the purpose of examining the state of repair, condition and use of such. The Lessee shall repair the Premises according to any notice in writing from the Lessor within thirty (30) days from the date of such notice being provided. If the Lessee refuses or neglects to repair the deficiency within the thirty (30) day, the Lessor may, but will not be obligated to, undertake such repairs without liability to the Lessee for any loss or damage that may occur to the Lessee's chattels, fixtures, or other property or to the Lessee's business for any reason, and

upon such completion, the Lessee shall pay, upon demand, the Lessor's cost of making such repairs.

Alterations and Additions

22. If the Lessee, during the Term of this Lease or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to: (1) erecting partitions, (2) attaching equipment, and (3) installing necessary furnishings or additional equipment for the Lessee's business, the Lessee may do so at its own expense, at any time and from time to time, and only if the following conditions are met:
- a) Before undertaking any alteration or addition the Lessee shall submit to the Lessor a plan showing the proposed alterations or additions and the Lessee shall not proceed to make any alteration or addition unless the Lessor has approved such plan;
 - b) Any and all alterations or additions to the Premises made by the Lessee must comply with all applicable building code standards, standards of any regulatory body, and all applicable by-laws of the Municipality of Brockton;
 - c) The Lessee shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises;
 - d) All alterations and additions to the Premises made by or on behalf of the Lessee, other than the Lessee's removable trade fixtures, shall immediately become the property of the Lessor without compensation to the Lessee;
 - e) The Lessee agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Lessor's property, including the Premise, in connection with any additions or alterations to the Premises made by the Lessee or in connection with any other activity of the Lessee;
 - f) If the Lessee has complied with the obligations provided within this Lease, the Lessee may remove its trade fixtures at the end of the Term or other termination of this Lease and the Lessee covenants that it shall make good and repair or replace as necessary any damage caused to the Premises by the removal of the Lessee's trade fixtures;
 - g) The Premises' fire alarm system shall be in good and proper working order prior to Lessee occupying the Premises and shall be maintained and annually inspected, with proof of such inspection shall be provided to the Lessor; and
 - h) A complete first safety plan, approved by the head of the fire services department or designated delegate, shall be provided to the Lessor prior to occupancy of the Premises by the Lessee.

Signs

23. The Lessee may erect, install and maintain, at its own expense, signage of a kind and size, all in accordance with municipal bylaws, the Lessor's design criteria for the Premises and as first approved in writing by the Lessor. The Lessee shall not erect, install or maintain any sign other than in accordance with this section.

Encumbrances

24. The Lessee will not permit any encroachment, right-of-way, easement, mortgage, or other encumbrance to be made or entered into, against, or upon the Premises, or any part of them.

Liens

25. The Lessee shall immediately upon demand by the Lessor remove or cause to be removed and afterwards institute and diligently prosecute any action pertinent to it, any builder's or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Lessor. Without limiting the foregoing obligations of the Lessee, the Lessor may cause the same to be removed, in which case the Lessor shall pay to the Lessor such cost including the Lessor's legal costs.

Registration

26. The Lessee shall not register this Lease.

Rules and Regulations

27. The Lessee covenants that the Lessee and its clients, employees, officers and agents will at all times during the occupancy of the Premises observe and conform to such reasonable rules and regulations as shall be made by the Lessor from time to time including the rules and regulations set forth in Appendix "A" hereto and of which the Lessee shall be notified, such rules and regulations being deemed to be incorporated in and form part of the provisions of this Lease.

Assignment

28. The Lessee shall not assign or sublet the whole or any part of the Premises to another party without written consent and approval from the Lessor. The Lessee hereby waives and renounces the benefit of any present or future act of the Legislature of Ontario which would allow the Lessee to assign or sublet this Lease without the written consent of the Lessor.

Change of Control

29. The Lessee covenants that during the Term hereby granted that the goods or chattels of the Lessee or any assignee shall be at any time seized or taken in execution or attachment, or if the Lessee shall make an assignment for the benefit of creditors or shall become bankrupt or insolvent, or make a proposal to its creditors, or being a company shall become subject to any legislative enactment relating to liquidation or winding up, either voluntary or compulsory, the said Term shall immediately become forfeited and void, and this Lease shall be immediately terminated.

Remodel of Premises

30. In the event of the Lessor chooses at any time during the Term, or any renewal thereof, to remodel the said Premises, or any part thereof, or to demolish the building or buildings located on the Premises, the Lessee shall, on receiving six (6) months' notice in writing, surrender this Lease and all the remainder of the Term, if any, then yet to come and unexpired, as from the day mentioned in such notice, and will, subject nevertheless to the provisions hereinbefore contained thereupon, vacate the Premises and yield up to the Lessor the complete and peaceful possession thereof.

Occupancy

31. It is agreed that in case the said Premises or any part thereof, become and remain vacant and unoccupied for the period of fifteen (15) days, or be used by any other person or persons, or for any other purpose than as above provided in this Lease, without the written consent of the Lessor, the Lease shall cease and become void, at the option of the Lessor, and the Term become expired and be at an end notwithstanding any other provision of this Lease. The proportionate part of the current Rent shall thereupon become immediately due and payable, and the Lessor may reenter and take possession of the Premises.

No Nuisance

32. The Lessee will not do or permit anything to be done on the said Premises or permit or keep anything therein which the Lessor may deem to be a nuisance. No machinery shall be used therein which shall cause any undue vibration in or to the said Premises. Upon receiving notice of such nuisance, the Lessee shall immediately abate such nuisance. The Lessee covenants not to obstruct or interfere with the rights of the Lessor or conflict with any of the rules and regulations of a Board of Health or with any statute or municipal bylaw.

Destruction of Premise

33. Provided that if during the Term herein, or any renewal thereof, the Premises shall be destroyed or damaged by fire or the elements, it be severely damaged as to be unfit for occupancy, and incapable of being repaired with reasonable diligence within one hundred and twenty (120) days of the happening of such injury, then the Term hereby granted shall cease and be at an end to all intents and purposes from the date of such damage or destruction. The Lessee shall immediately surrender and yield possession of the Premises to the Lessor. The Rent from the time of such surrender shall be apportioned, if applicable.

Abatement of Rent or Costs

34. There shall be no abatement from or reduction of the Rent due hereunder, nor shall the Lessee be entitled to damages, losses, costs or disbursements from the Lessor during the Term, and any other such time as the Lessee occupies the Premises, hereby created on, caused by or on account of fire, except as otherwise provided for in this Lease, water, sprinkler systems, partial or temporary failure or stoppage of heat, light, elevator, live steam or plumbing service in or to the said premises or building, whether due to acts of God, strikes, accidents, the making of alterations, repairs, renewals improvements, structural changes to the said premises or buildings or the equipment or systems supplying the said services, or from any cause whatsoever; provided that the said failure or stoppage be remedied within a reasonable time.

Notices

35. Any notice which either of the parties is required or permitted to give pursuant to any provision of this lease may, if intended for the Lessee, be given by a writing left at the premises or mailed by registered mail addressed to the Lessee at the premises, and if intended for the Lessor by a writing left at the premises of the Lessor at the Brockton Administration Office, 100 Scott Street, P.O. Box 68, Walkerton, Ontario, or mailed by registered mail addressed to the Lessor at the Lessor's said premises, and such notice shall be deemed to have been given at the time it was delivered or mailed, as the case may be.

Statutory Powers

36. It is acknowledged that nothing in this Lease derogates from, interferes with, or fetters the exercise by the Lessor of all of its rights and obligations as a municipality (whether discretionary or mandatory), or imposes any obligations on the Lessor in its role as a municipality, and the Lessor shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities, including its planning rights and responsibilities. Nothing in this Lease derogates from, interferes with, or fetters the exercise by the Lessor's officers, employees, agents, representatives or elected and appointed officials of all of their rights, or imposes any obligations on the Lessor's officers, employees, agents, representatives or elected and appointed officials, other than as expressly set out in this Lease.

Severability

37. If any provision of this Lease or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity or enforceability of such provisions in any other jurisdiction or its applications to other parties or circumstances.

Entire Agreement

38. This Lease and the Appendices attached hereto set forth the entire agreement between the Lessor and the Lessee governing the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent amendment to this Lease shall be binding upon the Lessor or the Lessee unless in writing and signed by each of them.

Enurement

39. It is hereby agreed by the parties hereto that every covenant, proviso, and agreement herein shall endure to the benefit of and be binding upon the parties hereto, and their heirs, executor, administrators, successors and assigns, and that all covenants herein shall be construed as being joint and several and that when the context so requires or permits, the singular number shall be read as is the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

Attornment

40. This Lease is governed by the laws in force in the Province of Ontario and Dominion of Canada, as applicable, and the parties hereto attorn to the jurisdiction of the court of Ontario.

No Waiver

41. No waiver of any provision of this Lease is binding unless it is in writing and signed by the party having rights under, or holding the benefit of, the provision being waived. No failure to exercise or delay in exercising any remedy under this Lease will be deemed to be a waiver of the right or remedy. No waiver of any breach of any provision of this Lease will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision. A termination of this Lease by the Lessor will not be deemed to be a waiver or satisfaction in whole or in part of any right, claim, or demand arising out of or connected with any breach of any covenant or agreement of the Lessee

Overholding

42. If the Lessee remains in possession of the Premises after the end of the Term, and the Lessor accepts Rent, this Lease becomes a tenancy from month to month subject to those conditions in this Lease applicable to a tenancy from month to month, and in addition the Lessee will be liable for all costs, expenses, losses and damages resulting or arising from the failure of the Lessee to deliver up vacant possession of the Premises to the Lessor.

Peaceful Surrender

43. The Lessee will at the expiration, sooner termination or any permitted period of overholding of this Lease immediately peaceably surrender and give up to the Lessor possession of the Premises including all Leasehold Improvements, without notice from the Lessor, any right to notice to quit or vacate being hereby expressly waived by the Lessee, despite any law or custom to the contrary, and the Premises and Leasehold Improvements at that time shall be in the state of repair required to be maintained by the Lessor under this Lease.

44. All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, excluding trade fixtures and equipment if the Lessee has complied with the obligations provided within this Lease, will remain upon and be surrendered with the Premises and will become the absolute property of the Lessor except to the extent that the Lessor requires removal of such items. If the Lessee abandons the Premises or if this Lease is terminated before the proper expiration of the term due to a default on the part of the Lessee then, in such event, as of the moment of default of the Lessee all equipment, trade fixtures and furnishings of the Lessee (whether or not attached in any manner to the Premises) shall, except to the extent the Lessor requires the removal of such items, become and be deemed to be the property of the Lessor without indemnity to the Lessee and as liquidated damages in respect of such default but without prejudice to any other right or remedy of the Lessor. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Lessor, the Lessee will immediately remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal of such fixtures, all at the Lessee's expense, should the Lessor so require by notice to the Lessee. If the Lessee, after receipt of such notice from the Lessor, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Lessor may enter into the Premises and remove from the Premises all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Lessee, which expense will immediately be paid by the Lessee to the Lessor. The Lessee's obligation to observe or perform the covenants contained in this Lease will survive the expiration or other termination of the term of this Lease.

Headings

45. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease.

Counterparts

46. This Lease may be executed in counterparts, no one copy of which need be executed by both Lessor and Lessee. A valid and binding contract shall arise if and when counterpart execution pages are executed and delivered by both Lessor and Lessee.

In Witness Whereof, the Municipality of Brockton has caused its Corporate Seal to be hereunder affixed and these presents duly attested by the hands of its Officers, and the Lessee has hereunto set its hand and seal, as of the date first stated above.

Bobbi-Jo Moran, personally, and on behalf of G.R.O.W rooted in love Maternity Home

(Witness)

Bobbi-Jo Moran

(Witness)

Corporation of the Municipality of Brockton

Chris Peabody, Mayor

Fiona Hamilton, Clerk

Appendix 'A'

Rules and Regulations Forming Part of the Within Lease

1. The sidewalks, entrances, stairways and corridors of the building shall not be obstructed for any other purpose than for ingress and egress to the Premises and no waste paper, dust, garbage, refuse or anything whatsoever that shall tend to make them appear unclean, untidy or filthy shall be placed in the entrances, stairways, corridors or around the exterior of the building.
2. The floors and windows that reflect or admit light into passageways or into any place in the said building shall not be covered or obstructed and no awnings shall be put over any window; the water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish, rags, ashes or other substance shall be thrown therein and any damage resulting to them from misuse shall be borne by the Lessee.
3. The Lessee will conform with all regulations, policies or by-law of the Lessor in relation to signs and the posting of signs on the Premises.
4. In order that the Premises are kept in a good state of preservation and cleanliness, the Lessee shall, during the continuance of its lease clean, or have cleaned, the Premises and the expense thereof shall be payable by the Lessee.
5. The Lessor shall have the right to enter the Premises at reasonable hours in the day to examine the same or to make such repairs and alterations as it shall deem necessary for the safety and preservation of the building and also during the three (3) months previous to the expiration of the Lease of the Premises, to exhibit the Premises to any prospective tenant.
6. Nothing shall be thrown by the Lessee, its clients or employees, out of the windows or doors or down the passages of the building.
7. No animals, aside from service animals being used at the time as service animals, shall be kept in or about the Premises.
8. No one shall use the Premises, or any part thereof, for sleeping apartments or residential purposes.
9. The Lessee and its employees shall not make or commit any improper noise in the building, or in any way interfere with or annoy other tenants or those having business with them.
10. The Lessee shall give to the Lessor prompt written notice of any accident or any defect in the water pipes, gas pipes, heating apparatus, telephone or electric light, or other wires in any part of said building.
11. No flammable oils or other flammable, dangerous or explosive materials shall be kept, or permitted to be kept, in the Premises.
12. No bicycles or other vehicles shall be brought within the building.
13. All glass, locks and trimmings in, upon, or around the doors or windows of the Premises shall be kept whole and whenever any part thereof shall become damaged due to the carelessness or negligence of the Lessee, it shall be immediately replaced or repaired under the direction and to the

satisfaction of the Lessor and such replacements outside of a regular replacement schedule shall be paid for by Lessee.

16. No heavy equipment of any kind shall be moved within the building without skids being placed under the same and without the consent of the Lessor in writing.
17. All garbage and refuse of the Lessee shall be kept inside a secured garbage container in a neat and orderly fashion to not cause undue odour or mess.
18. The Lessee shall at all times keep the Premises in a clean and sanitary condition.
19. The Lessee shall not permit any noise to emanate from the Premises that shall be a nuisance including the use of loudspeakers or radios.
20. The Lessee shall not overload the floors of the Premises beyond their weight bearing capabilities.
21. All glass in and the doors and windows of the Premises shall, if broken or defaced, be replaced or repaired at the Lessee's expense and to the satisfaction of the Lessor.
22. The Lessee, when closing the Premises for the day, shall see that all doors and windows are closed, thus avoiding possible damage from fire, storms, rain or freezing and shall assist in the security of the Premises.
23. The Lessee shall not permit any odours to emanate from the Premises that shall be a nuisance.
24. All waste, including, but not limited to, bio-hazard waste, syringes, discarded dressings, and all other medical related waste shall be disposed of in accordance with all applicable federal, provincial and local rules, regulations and guidelines. The Lessee will be responsible for the disposal of any waste that is not handled through the normal waste disposal process for the Premises as established by the Lessor from time to time and in its sole discretion. The Lessee will be responsible for all costs related to waste disposal for which it is responsible.
25. The Lessor shall not be liable for any damage to any property at any time on the premises, nor for the theft of any of the said property, nor shall it be liable for an escape or leakage of smoke, gas, water, rain or snow, howsoever caused, nor for any accident to the property of the Lessee.
26. The Lessee shall not use the portion of the property to the back of the Armoury Building, more specifically, the property south of the back portion of the Building when facing Jane Street and the property west of the back portion of the Building when facing Victoria Street, for any purpose and recognizes that this area shall be used and maintained by the Walkerton Lawn Bowling Club.
27. A complete first safety plan, approved by the head of the fire services department or designated delegate, shall be provided to the Lessor prior to occupancy of the Premises by the Lessee.
28. The Lessee shall ensure any area used for a vegetable or flower garden is maintained in a neat and orderly manner and its location shall not be adjacent to or in close proximity to the Walkerton Lawn Bowling Club. Such area shall be from the Walkway to the boundary of the property in an easterly direction.

Appendix "B"

The Tree House Business Plan

The Tree House - Walkerton

Vision and Mission

The Tree House vision Statement is “We envision a community where women are healed, empowered, and inspired. They are empowered to live life to their full potential and to boldly and confidently achieve their goals. A community where encouragement is spoken, restoration is promoted, and grace is given in order for their lives to be transformed.

It is the goal of The Tree House, to be able to offer a healthy family atmosphere for young women in need of a safe and nurturing environment an inclusive space where mothers ages 13+ are welcome to drop in to access support and a variety of services and programs that promote health and wellness physically, mentally, emotionally, socially and spiritually, not only during their pregnancy but in preparation for parenting and independent living. We promote the dignity and self-worth of all our moms and strive to improve their quality of life, promote healing, restoration, and independence all while further developing life skills.

Company Culture

Laid back, homey-type feel, relaxed, supportive, inclusive. Empowering and nurturing.

Core Values

You are not Alone; Empower, Support, For Mothers by Mothers inclusive, community; it takes a village (community) to raise a child;

What is the need?

Bruce Grey Child and Family Services, Service Data as of 2017

BGCFS finalized 14 adoptions
There are 150 approved Resource Homes as of March 31, 2017
BGCFS completed 1,298 investigations
BGCFS serves 430 Ongoing Families as of March 31, 2017
There were 103 children in care on March 31, 2017
BGCFS has 30 CCSY (Continued Care Service for Youth)
There were 67 New Admissions as of March 31, 2017
There were 60 Discharges as of March 31, 2017

Women of Childbearing Age

AGE GROUP	BRUCE COUNTY	GREY COUNTY	HURON COUNTY	WELLINGTON COUNTY
15-44 YRS OLD	10,285	13,955	9,350	42,965
Total				76,510

Demographics of Females - 2016 Census of Population

County	Total Female Population	Female of Working Age 16-64
Huron	29,940	17,970
Bruce	34,520	20,740
Grey	47,735	28,965
Wellington	113,185	74,540

We have identified that many of these low-income families are of single parents, specifically young and single mothers. We are aware of the correlation between lone-parents and financial poverty and stress; as well as the lack of emotional support, health and well-being that surrounds single motherhood.

This organization was created by mothers (some of us single, young; all of us at one time feeling alone, isolated, overwhelmed and in need of community support) for Mothers. We are inclusive to include young moms, single mothers, mother's who have fostered, adopted; mothers who have lost their children, and those mothers who wish to be mothers and are not able.

G.R.O.W. works from a Holistic Framework, wherein we believe that:

- (1) We are all connected, we are all one
- (2) It takes a village to raise a child
- (3) To be healthy and of well being we must have balance in all areas of our life (physical, mental, emotional, spiritual and social).
- (4) Being a mother is only a part of the Woman's whole self. To be healthy and able to give to another requires All aspects of a person (mental, emotional, spiritual, physical and social) are to be nurtured, supported and empowered.

It is with this approach that we are able to address:

- Poverty- offering daily breakfasts and healthy snacks throughout the day for mothers and their children.
- Lack of emotional support- creating a safe space for mothers to come and connect with other Mothers- to talk, to ask questions, seek guidance, and most importantly, to know that they are not alone.
- Young Mothers- lack of emotional support (especially from families, loss of peers- change in how lives are led now that they are mothers), lack skills for everyday life, and direction as to what the future has in store for them- G.R.O.W. is there for support, counsel, guidance; we offer classes and workshops that teach life skills (budgeting, meal planning, self care, etc.)
- Mental Health- having support, guidance and peer support for mothers from mothers. Providing respite, allowing mothers to have some time for errands, self care; offering classes and workshops that address self esteem, self worth, self care, mental health associated with pregnancy, birth, isolation and lack of emotional support- depression and anxiety and how to manage (yoga, meditation, art therapy, peer support).

Referrals and Documentation Supports Offered:

- Statement of Live Birth Certificate
- Child Tax Benefit
- Income Tax
- Day Care Application
- Custody & Support documents
- Social Assistance (Ontario Works)
- Health Care (mental health, substance abuse, midwife, doctor)
- Public Health services
- Legal Council (legal clinic, court support worker, lawyer)
- Residential Care programs
- Shelters
- Daycare
- Employment programs
- Provide support during appointments
- Independent Living Support
- Community Supports
- Community Resources
- Help finding housing
- Help finding employment
- Help with continue education
- Help with ages and stages
- Peer support, guidance and counselling
- Referrals, tutoring and education support
- Resources/referral- child care, babysitters, food, tutoring, completing school and going to college/university, financial support and mental health.
- Donation room of basic needs (clothing, toiletries, baby supplies...)

Classes and Workshops:

- Yoga
- Life Skills
- Chemical Free Cleaning
- Healthy Relationships
- Art therapy
- Doula Services and postnatal care
- Community Meals and Events

Services Provided/ Operational Plan

G.R.O.W. - The T.R.E.E. House (Armoury) - will be open:

Tuesday to Friday: 10-5 Saturday: 10-2

We will have staff, volunteers and students to assist in providing these services

Growth, Resources, Opportunities (for) Women

Love, Influence, Finances, Energy

1) My **G.R.O.W.**ing **L.I.F.E** is a 12-week program offered to where our moms will learn about:

Love: Healthy Relationships, self love, partners, family, friends, co-workers and children.

Influence: Sharpen our mind, and the ability we have to fill it with positive thoughts and valuable and useful knowledge. Emotional and relational well-being, Meditation, Mindfulness, Gratitude etc.

Finances: Entrepreneurship, goal planning, budgeting, income and financial security

Energy: How to be comfortable in our own skin, nutrition, supplements, exercise, movement and planning and preparing nutritious meals.

2) Aftercare Programs for our Maternity Home Residents: Our Aftercare Program will help new mothers retain what they have achieved during their time in the Residential Program and remain focused on their goals. Our support programs are not limited to residents only. We help with:

3) Highschool Studies: Classes offered through ILC - Retired teachers to help our moms who do not have a high school diploma.

4) Weekly Classes: 12-week Home with a Heart Curriculum:

Part 1: The Basics of Homemaking

- Organizing Your Household
- Finances & Paperwork
- Cooking Made Easy
- Recipes Made Easy

Part 2: Enriching the Family

- Time for Mom
- Hobbies
- Parenting

Part 3: Career Development

- Home Business & Job Search

5) Consignment Shopp: Will be a “work environment” where our moms will learn Soft Skills:

Communication	Teamwork	Adaptability	Problem-Solving
<ul style="list-style-type: none"> ● Clarity ● Confidence ● Respect ● Empathy ● Listening ● Verbal ● Non-verbal ● Written ● Constructive ● Feedback ● Friendliness 	<ul style="list-style-type: none"> ● Delegation ● Listening ● Active listening ● Collaboration ● Cooperation ● Coordination ● Idea exchange ● Mediation ● Negotiating ● Conflict Management 	<ul style="list-style-type: none"> ● Self-management ● Decision-making ● Calmness ● Optimism ● Open-mindedness ● Analysis ● Self-confidence ● Organization ● Self-motivation ● Curiosity 	<ul style="list-style-type: none"> ● Lateral thinking ● Logical reasoning ● Initiative ● Persistence ● Observation ● Persuasion ● Negotiation ● Brainstorming ● Decision Making ● Analysis

Creativity	Work Ethic	Interpersonal Skills	Time Management
<ul style="list-style-type: none"> ● Inspiration ● Imagination ● Reframing ● Mind mapping ● Insight ● Innovation ● Experimenting ● Questioning ● Design ● Divergent thinking 	<ul style="list-style-type: none"> ● Responsibility ● Discipline ● Initiative ● Dependability ● Commitment ● Self-motivated ● Professionalism ● Teamwork ● Time-management ● Integrity 	<ul style="list-style-type: none"> ● Humor ● Mentoring ● Networking ● Sensitivity ● Patience ● Tolerance ● Public speaking ● Positive reinforcement ● Diplomacy ● Empathy 	<ul style="list-style-type: none"> ● Prioritizing ● Self-starter ● Planning ● Decision making ● Focus ● Delegation ● Stress management ● Coping ● Organization ● Goal setting

Leadership	Attention to Detail
<ul style="list-style-type: none"> ● Selflessness ● Agility ● Listening ● Humility ● Cultural Intelligence ● Authenticity ● Versatility ● Generosity ● Trust ● Empathy 	<ul style="list-style-type: none"> ● Listening ● Organization ● Scheduling ● Analysis ● Introspection ● Memory ● Acuity ● Recall ● Questioning ● Critical Observation

6) Community Garden

- **Access to fresh Produce**
- **Education on starting a Gardening**
- **Sense of Community**
- **Therapeutic**
- **Healing Garden**

7) Once a Month

- **Mama's Night Out/In**
- **Kids Night / Bedtime Story/ Lego Club**
- **Community Dinner**

Evaluation and Maintenance

- Client intake- for evaluation and statistics
- Daily, weekly and monthly maintenance checklists
- Evaluation of staff, center, programs and services
 - Comments box, feedback survey from staff and clients
 - Weekly meetings with staff- what is working, what is not.
 - Roles and obligations of staff, volunteers, students
 - Policies and procedures
 - “rumble meets”- vulnerable, honest, supportive conversations

Team (Ideally)

- Supervisor- oversees the overall G.R.O.W., marketing, Promoting
- Manager- oversees and creates schedule, addresses concerns of all staff and clients, responsible for pay to staff. - biweekly
- Program Coordinator- responsible for programming schedule, budget for programming
- 2 full time Staff- Monday-Friday:-breakfast, client support, clean, groceries and maintenance of G.R.O.W.- \$15/hr
- Counselor (outsource to the community)- support for emotional and mental health that may require referral; programming - \$113/hr
- Part time staff- \$12-15/hr- 4 volunteers/staff- cover weekends and when needed for full time, events...
- Staff and volunteers- for classes, workshops, community meals, monthly activities

How does this benefit the Community?

The Tree House benefits the community in a variety of ways:

1. It offers a support network- emotional, mental, social for young and single mothers. Having this support decreases isolation, and stress of mothers, and instead provides mothers with a support network, opportunities to programs that teach and promote empowerment, life skills, self care, etc...- which then offers mothers the opportunity to be the best they can be- having their needs met- and therefore being able to meet the needs of their children- mentally, physically, emotionally, and spiritually.

2. It encourages a sense of community and community support, by recognizing that it takes a village to raise a child, and that as a community (students, volunteers, community partners, local businesses) we can all engage in supporting mothers and their children to become healthy citizens; whether it's our time, money, used clothing, our skills and gifts to offer as a class or workshop
3. It gives women, mothers, in our community the opportunity to seek out resources, support and the skills to better themselves as parents, and as individual women; to remind them that there is always a way to reach their personal goals and dreams.
4. Offers a safe space for women and their children to go for support and may decrease the chance of under age children staying at home alone.

What need does The Tree House Meet?

This Non- profit meets the emotional, mental, social needs of young and single mothers aged 13 and over.

There are 3 predominant factors that are associated with the health and well-being of single and young mothers and their children.

1. Financial-

As young and/or single mothers, a majority of these Mothers are below the poverty line and are unable to provide the basic needs for themselves and their children.

Although we are unable to meet the financial needs of all mothers and their children, we are able to take some off the strain off, by offering healthy breakfast, snacks, offering laundry services free of charge, FreeBee Community Closet for clothing, and other basic needs. We will also offer support for those in need of accessing financial assistance.

2. Emotional-

All mothers, especially young and single mothers, struggle with feeling isolated, alone, and unsupported emotionally. As a mother, the needs of our children come first, and this often leaves us as mothers, not dealing or having anyone to support our own emotional well-being. We often feel alone, and are unsure, as parents, if we are doing the best we can.

The Tree House offers a safe space where mothers have someone to talk to. Whether it's to sit and listen and hold space for them while they share their stories, or if they are in need of emotional support and guidance, or just want to have the company of another adult.

3. Mental Health

Postpartum depression is one of the many possible mental side effects of being a mother. Along with low self esteem, self worth other forms of mental health issues and concerns.

At The Tree House, we encourage mothers to join us for some adult conversation, we offer classes and workshops that support and empower women to build their self esteem and find their self worth as mothers, women and individuals. We also offer classes on healthy relationships, offer free doula and postpartum support for up to 6 weeks following the birth (Maternity Home moms). We offer a place where mothers know that they are not alone, in what they are thinking, feeling, experiencing. We offer tools, skills and resources to empower and support mothers.

Target Audience

- Young and/or single Mothers ages 13+
- Not aware of any competitors- (is there really competition in offering support) I believe that this is new for the community.
- Beneficiaries- clients, staff, students, community, families, volunteers
- Donors- community- clothing and other basic needs, local farmers-meals

Potential Partners

- CAS
- Keystone
- Public Health
- Grey Bruce Health Services
- Brockton/Grey Municipalities
- Early Years
- Violence Against Women Services
- Pregnancy clinic
- Midwives
- Doulas

Impact Plan

The Tree House is dedicated to Empowering young and Single Mothers. When a mother and her child's basic needs are met; then she has the energy, time, resources to be able to focus on meeting the emotional needs of their children, and possibly their own personal needs.

The Tree House offers a nurturing space where mothers can come and bring themselves, their children. You cannot give or expect from another what you cannot give or expect of yourself; whether it be food, clothing, a meal, clean laundry, a healthy relationship or emotional support and acknowledgement.

Specific and most meaningful Goals:

- Create a safe, nurturing, inclusive space for young and single mothers to connect with one another and other mothers.
- To remind mothers that they are not alone- and that there are other mothers like them with the same thoughts, concerns, issues and needs.
- Empower mothers to be the best they can be for themselves and for their children
- Support mothers where it is most needed- an individual holistic approach
- Mothers are not alone
- It takes a village to raise a child

*Show mothers that there is a future for themselves and their children

*Healthy relationships- self, children and others

*Support in whatever way we can

Marketing Plan

Outreach Activities:

- Community garden
- Have students from local high schools who need volunteer hours offer their time at G.R.O.W.
- Ask local businesses to donate
- Open house
- Fundraisers

Social Media

- FB page
- Instagram account
- Word of Mouth
- Local newspaper and radio station interview
- Brochures at schools, hospitals, mental health centers,

The Tree House**2019 Proposed Budget 12 Months**

Consignment Shopp	\$17,000
Donations - Community	\$10,000
Program Fees	\$5,000
Fundraising	\$5,000
Total Income	\$37,000
Expenses	
Advertising & Website	\$1,200
Utilities	\$8,400
Fundraising Banquet	\$2,000
Grocery/Food	\$8,000
Program Cost	\$9,000
Insurance	\$2,400
Office & General Supplies	\$1,000
Repair & Maintenance	\$2,000
Telephone, Cable, Internet	\$1,000
Travel Allowance	\$2,000
Total Expenses	\$37,000
Surplus (Deficit) For Year	\$0