



## **SPECIAL MEETING OF COUNCIL**

### **AGENDA**

**Thursday July 6, 2017 at 1:00 p.m.  
Council Chambers**

- 1. CALL TO ORDER**
- 2. DISCLOSURE OF PECUNIARY INTEREST**
- 3. BY-LAWS AND CONFIRMATORY BY-LAW**
  - a) 2017-64 A By-law to authorize the execution of a Lease Agreement between the Town of Wasaga Beach and 9406069 Canada Inc. at 13 First Street.
  - b) 2017-67 A By-law to confirm the proceedings of the Council of the Corporation of the Town of Wasaga Beach at its Special Council Meeting held Thursday, July 6, 2017.
- 4. ADJOURNMENT**

## **Explanatory Note**

**To**

**By-Law No. 2017-\_\_\_**

The purpose of this By-law is to authorize the Town to enter into a five year Lease with 9406069 CANADA INC. (Vince Piacente and Jean Paul Piacente) for the Dardanella Establishment at 13 1<sup>st</sup> Street.

The effect of this by-law is to permit 9406069 CANADA INC. to operate the Dardanella as a restaurant, bar and night club for a five year period concluding September 15, 2022, with an option for a further five years. The enclosed lease is essentially the Town's standard lease with the following significant changes as agreed to by both parties.

1. Paragraph 3 (a), the Town is responsible for all structural maintenance of the roof, HVAC and window frames. Tenant is responsible for the plate glass
2. Paragraph 3 (b), the Town is responsible for the repair of electrical or plumbing, where it is determined that the fault existed prior to the commencement of the lease
3. Paragraph 7, confirms that there is no exclusivity granted for any product being sold.
4. Paragraph 13, the Town is responsible for the awning frame over the main entrance. The tenant is responsible for the awning.
5. Paragraph 20, the standard demolition clause has been made more specific in how the Town is to pay for any lease hold improvements made to the premises. This clause was always in the leases, but this provided greater clarity in how the clause works.
6. Paragraph 29, provides clarity to both parties at the end of the lease if an extension to the lease is being worked on.
8. Schedule "D" has been included which provides an inventory list of chattels that remain in the ownership of the Town.

Subject to Council approval the tenant proposes to open the Dardanella by the third week of July.

**THE CORPORATION OF THE TOWN OF WASAGA BEACH**

**BY-LAW 2017-64**

**A By-law to authorize the execution of a Lease Agreement between the  
Town of Wasaga Beach and 9406069 Canada Inc. at 13 First Street**

**WHEREAS** pursuant to section 9 of the *Municipal Act*, 2001, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**AND WHEREAS** pursuant to section 8. (1) of the *Municipal Act*, 2001, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate to enhance the municipality's ability to respond to municipal issues;

**AND WHEREAS** the Council of the Corporation of the Town of Wasaga Beach deems it advisable and expedient to enter into a Lease Agreement with 9406069 Canada Inc. to utilize Town lands, known as 13 First Street;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF  
WASAGA BEACH HEREBY ENACTS AS FOLLOWS:**

1. That Schedule "A" attached hereto forms part of this by-law being a Lease Agreement with 9406069 Canada Inc. to utilize Town lands, known as 13 First Street for the operation of a restaurant and nightclub establishment.
2. That the Mayor and Clerk are hereby authorized to execute the said Agreement on behalf of the Corporation and to affix the Corporate Seal thereto.
3. That the Mayor's and the Clerk's authority and direction to execute the above noted Agreements and Documents extends to any renewal agreements or administrative amendments to the Agreements and Documents.
4. That this By-Law shall come into force and effect on the final passage thereof.

**BY-LAW READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS  
6<sup>TH</sup> DAY OF JULY, 2017.**

**THE CORPORATION OF THE TOWN OF WASAGA BEACH**

\_\_\_\_\_  
Brian Smith, Mayor

\_\_\_\_\_  
Andrea Fay  
Director, Legislative Services and Clerk

**OFFER TO LEASE**

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF WASAGA BEACH**

("Landlord")

and

**9406069 CANADA INC.**

("Tenant")

**1. Premises**

The Tenant hereby offers to lease from the Landlord certain space (the "Leased Premises") described in Schedule "A" attached hereto and forming part hereof.

**2. Basic Terms of Lease**

The Tenant hereby offers to lease the Leased Premises on the following terms and conditions:

- (a) Term: Five (5) years
- (b) Commencement Date: July 7, 2017
- (c) Gross Area of the Premises: Approximately 9,907 sq. ft.

The gross area is the Landlord's own estimate, and no representation or warranty is given with respect to such measurement. In no event shall either the Landlord or the Tenant be entitled to any adjustment with respect to base rent or additional rent if the true measurement differs from the said estimate.

- (d) Base Rent (these amounts do not include HST, utilities, operating costs and insurance, all of which remain the responsibility of the Tenant as additional rent):

The Tenant covenants to pay to the Landlord, during the term, base rent plus HST as follows:

- (i) during the first year of the term commencing on the Commencement Date up to and including July 7<sup>th</sup>, 2018, the sum of \$40,000 plus HST per annum, payable in installments as follows:

Aug. 10, 2017	\$20,000plus HST
Sept. 10, 2017	\$20,000plus HST

- (ii) during the second year of the term, the sum of 75,000.00 plus HST per annum, payable in Installments as follows:

July 10, 2018	\$20,000, plus HST
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Aug. 10, 2018	\$25,000, plus HST
Sept. 10, 2018	\$30,000, plus HST

- (iii) during the third year of the term, the sum of \$75,000.00 plus HST per annum, payable in Installments as follows:

July 10, 2019	\$20,000, plus HST
Aug. 10, 2019	\$25,000, plus HST
Sept. 10, 2019	\$30,000, plus HST

- (iv) during the 4th year of the term, the sum of \$80,000.00 plus HST per annum, payable in installments as follows:

July 10, 2020	\$20,000, plus HST
August 10, 2020	\$30,000, plus HST
Sept. 10, 2020	\$30,000, plus HST

- (v) during the 5th year of the term up and including September 15, 2022, the sum of \$80,000.00 plus HST per annum, payable in installments as follows:

July 10, 2021	\$20,000, plus HST
Aug. 10, 2021	\$30,000, plus HST
Sept. 10, 2021	\$30,000, plus HST

- (e) Cost of Living Increase

- (i) in addition to those increases as established pursuant to Section 2(d) of this Offer to Lease, during the second year and every following year of this lease, the base rent shall also increase by the same percentage as the Consumer Price Index (all items) for Canada has increased in the previous year

- (f) Additional Rent:

In addition to base rent and additional rent as provided hereunder, the Tenant shall pay to the Landlord an amount equal to one percent of the base rent then in effect for the purpose of supporting the Landlord in its efforts to promote marketing and event programming in Beach Areas One and Two. Notwithstanding the aforesaid intention, the said payment shall be made as rent and nothing shall obligate the Landlord to provide any specific service or accounting to the Tenant on account thereof.

- (g) Manner of Payment of Rent:

All base rent, additional rent and other payments payable to the Landlord by the Tenant hereunder shall be subject to H.S.T., as applicable.

On or before June 1<sup>st</sup> in each year of the term, the Tenant will provide the Landlord with post-dated cheques for the rent due during the term.

All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense

incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus ten (10) per cent.

The Tenant acknowledges and agrees that, in the event that Rent fails to be deposited into the Landlord's bank account due to insufficient funds in the Tenant's bank account or for any other reason (the "Rent Failure"), the Tenant will pay the Landlord in each and every month in which a Rent Failure occurs: (i) an administration fee of Two Hundred Dollars (\$200.00) for the first occurrence of a Rent Failure; and (ii) an additional fee of One Hundred Dollars (\$100.00) for each additional Rent Failure in the same month.

(h) Security Deposit:

The Tenant shall deliver the sum of \$10,000.00 upon acceptance of the within offer. Provided the Tenant is not in default, upon the expiry of 30 days after the term, the Landlord shall return such security deposit to the Tenant. No interest shall accrue or be paid on the said security deposit.

(i) No Deductions:

All Rent shall be paid without any set-off, abatement or deduction whatsoever.

(j) Termination Date

The lease shall terminate on September 15, 2022.

3. **Repairs and Maintenance**

(a) The Tenant shall, at its sole cost and expense, at all times during the term of the Offer or any Lease and any renewal(s) thereof, perform or cause to be performed all maintenance, repairs and replacements required to keep the Premises and all contents thereof and all services, equipment and systems located in or primarily serving the Leased Premises at all times in first class appearance and condition and in accordance with all laws and regulations applicable to the Leased Premises and the Landlord's reasonable requirements. The Tenant shall, at its own expense, maintain and keep the Leased Premises and every part thereof in good order and condition and the Tenant shall promptly make all needed repairs and replacements to the Leased Premises, including without limitation, repairs to the interior and exterior of the Leased Premises as well as the electrical and plumbing systems which are part of the Leased Premises. If the Leased Premises are unoccupied during the winter months, the tenant shall ensure that all water systems are properly winterized and the premises are properly secured and monitored during the off-season. The Landlord is responsible for all structural maintenance and repairs, and the maintenance, repair and replacement of the roof, HVAC systems and doors, and the structural maintenance and repairs of windows. Such responsibility of the Landlord shall not extend to plate glass maintenance or repairs, or any leasehold improvements as carried out by the Tenant.

(b) The Tenant shall not be responsible for the repair of electrical and plumbing systems where it is determined that the fault existed prior to the commencement of this lease.

(c) The Landlord and its agents shall have the right at all reasonable times during the term of this Lease or any renewal thereof, to enter the Leased Premises to examine the condition thereof and in the event the Landlord determines that any repairs are required to the Leased Premises that are the obligation of the Tenant, the Landlord shall give written notice of same to the Tenant who shall attend to the repairs

within 20 days of receiving written notice of same, and failing which, the Landlord may attend upon the Leased Premises, complete the repairs and add the costs of same to the next month's rent. The Tenant shall not interfere with the attendance of the Landlord to do any repairs to the Leased Premises.

4. **Realty Taxes and Operating Costs**

The Landlord shall be solely responsible for all realty taxes and local improvements with respect to the Leased Premises, which are due and payable during the Term. The Tenant shall be responsible for all other costs, charges and expenses in connection with the Leased Premises and the operation of Tenant's business in the Leased Premises. Such additional costs shall be paid by the Tenant within 10 days of receipt by the Tenant of the Landlord's statement of amounts due. Failure to pay the said amounts due by the Tenant shall constitute a default under this Offer or any Lease.

5. **Utilities**

The Tenant shall be solely responsible for and shall promptly pay all charges for water, gas, electricity, telephone and other public and private utilities and services used or consumed in respect of the Leased Premises and shall be responsible for setting up accounts with the local utility companies to ensure that the Tenant is directly billed for such utilities. The Tenant shall be responsible for any costs incurred by the Landlord to provide separate utility metering to the Leased Premises and shall be required to pay any such costs incurred within 10 days of receipt by the Tenant of the Landlord's statement of amounts due. Failure to pay the said amounts due by the Tenant shall constitute a default under this Offer or any Lease.

6. **Insurance**

The Tenant shall take out and keep in force during the entire term of this agreement coverage that may be reasonable required by Landlord from to time including but not limited to 'all risks' property coverage, boiler & machinery coverage, business interruption and commercial general liability with minimum limits of \$5,000,000. Liability to include Landlord as an 'additional insured' with respect to liability arising out of the use, occupancy or operations of the tenant and such coverage shall include blanket contractual liability, property damage and bodily injury, products and completed operations, cross liability and severability of interest clause and owner's contractors protective liability. Evidence shall be provided on a certificate format acceptable to the Landlord and/or certified copies of policies should certificate not be on a format acceptable to Landlord. Policies shall be endorsed to provide the landlord with 30 days minimum written notice except where statutory conditions apply. Coverage must be in effect prior to possession of unit. Coverages shall be written with insurers licensed to do business in the province of Ontario and of an acceptable industry and financial rating.

7. **Permitted Use**

The Premises shall be used for the purposes of a licensed bar, dining establishment and night club and for no other purpose other than that approved by the Town acting reasonably, provided that the Premises shall at all times be used and maintained by the Tenant in compliance with all applicable laws. The Tenant shall be responsible at its sole cost and expense for obtaining any permits and/or licenses required or associated with its use and occupancy of the Premises. The Tenant shall operate its business as aforesaid in the Premises in an active, continuous and diligent manner, subject to compliance with all applicable laws. For greater certainty and the avoidance of any doubt, the Tenant shall ***not*** have any exclusivity for any product that it is selling or any service that it is providing.

In the conduct of the Tenant's business, the Tenant shall conduct its business in the Leased Premises during the hours and on the days that the Landlord requires or permits from time to time and at no other

time but the Tenant is not required to carry on business when prohibited by a governmental law or by law regulating the hours of business. In the event the Tenant fails to open or re-open the Leased Premises for business for a period exceeding ten (10) consecutive days, or to carry on business at all times in accordance with this Lease, the Tenant agrees that the Landlord may in addition to other rights or remedies available to the Landlord, terminate this Lease. This requirement of continuous operation shall not apply to the winter season extending from the conclusion of the Labour Day weekend until the commencement of the Victoria Day weekend in each year.

8. **Assignment and Subletting**

The Landlord may assign this Offer or the Lease to any transferee of the Leased Premises at any time on seven (7) days' notice to the Tenant. The Tenant shall not assign this Offer or the Lease or sublet all or part of the Leased Premises without having first obtained the prior written consent of the Landlord, which consent may not be unreasonably withheld. Notwithstanding the foregoing, the Landlord may, at its sole option, elect to terminate the Lease in preference to giving consent. If the Landlord shall consent to an assignment or subletting or license by the Tenant, then the Landlord, or its solicitors, may at its option prepare the required documentation, the Tenant to bear all costs of the preparation of such documentation (including the Landlord's legal fees with respect thereto, which as at the date hereof are Seven Hundred Fifty Dollars (\$750.00) plus H.S.T.) and the Tenant shall pay the Landlord an administrative fee of Seven Hundred Fifty Dollars (\$750.00) plus H.S.T. for processing the Tenant's Application for Consent. Notwithstanding any such assignment or subletting, the Tenant shall not be released from and shall continue to be responsible for all of its obligations under the Lease.

9. **Alterations/Improvements by Tenant**

The Tenant shall not make any repairs, alterations, replacements or improvements to any part of the Leased Premises without first obtaining the Landlord's written approval, which approval shall not be unreasonably withheld, provided that the Landlord is satisfied that the Tenant is using reputable contractors to perform the foregoing.

The Tenant shall be obliged to deliver to the Landlord, within 30 days of the completion of such work, a comprehensive summary of the work performed and the costs incurred by the Tenant in connection with such work.

It is agreed and understood that no openings may be made in the floors, walls and roof of the Leased Premises without the prior written consent of the landlord. Should the Landlord consent to such work, it shall be done and maintained in a professional manner, at the sole cost of the Tenant.

10. **Environmental**

The Tenant's use of the premises is to comply with all requirements of the municipal zoning bylaws, the requirements of the Ministry of the Environment and the rules and regulations of the *Environmental Protection Act* and any amendments thereto.

The Tenant agrees to indemnify and hold harmless the Landlord from and against any claims, demands, losses, costs, damages, actions, suits or proceedings which may be brought or commenced by anyone or any group including any environmental agency or group as a result of the Tenant's use of the premises or any breach by the Tenant of any rules, bylaws, and regulations.



The Tenant warrants that no noxious or environmentally unfriendly chemicals or products shall be allowed to enter the drains throughout the lease term, and upon vacating the premises, no such chemicals or products shall be left on the premises.

11. **Fixtures and Improvements at End of Term**

Except as otherwise provided for in this Offer or any Lease, all alterations, additions and improvements made by the Tenant or made by the Landlord on the Tenant's behalf (other than the Tenant's trade fixtures) shall immediately become the property of the Landlord without compensation therefor to the Tenant. Such alterations, decorations, additions or improvements shall not be removed from the Leased Premises either during or at the expiration of the Term or sooner determination of the Lease except that:

- (a) the Tenant may at the end of the Term, if not in default, remove its trade fixtures; and
- (b) the Tenant shall, at the end of the Term, at its own cost remove such of its leasehold improvements and fixtures as the Landlord may require to be removed;

provided that the Tenant shall, in the case of every such removal either during or at the end of the Term, make good any damage caused to the Leased Premises by the installation and removal of any such alteration, addition, removal, or improvement. Without limiting the foregoing the Landlord and Tenant agree that the Landlord owns the inventory attached hereto and forming part hereof as Schedule D, all of which shall be returned to the landlord at the end of the term in the same condition as at the commencement of this Lease, reasonable wear and tear excepted.

12. **Subordination**

This Offer and the Lease shall be deemed to be subordinate to any charge or charges from time to time created or granted by the Landlord with respect to the Leased Premises and the Tenant agrees to execute whatever documentation is reasonably required by a lender in connection therewith.

13. **Signage**

The Tenant shall be permitted, at its sole cost and expense, to erect its signage on the Leased Premises, including the patio awning, such sign(s) to be of such size and type and in such location as shall conform with all municipal by-laws and as shall be reasonably approved by the Landlord. The Landlord agrees to complete repairs to the existing frame for the patio awning.

14. **Parking**

During the term the Tenant shall have the exclusive use of 6 (six) standard parking spaces which shall be determined by the Landlord within the area as outlined in a diagram attached hereto as Schedule "B". The use of such spaces shall be for the Tenant or its staff only, and the tenant may not sublet, assign, license or otherwise permit the use of its designated parking spots in the parking lot at the rear of the premises.

15. **Garbage Collection**

The Tenant shall be responsible for all costs associated with the Landlord's collection of garbage and recycling from the Leased Premises, all of which shall be stored in bins to be provided by the Landlord or its agent and in accordance with the Landlord's standard rules and regulations.

16. **Inspection**

It shall be lawful for the Landlord and its agents at all reasonable times during the term, to enter the Leased Premises to inspect the condition thereof; where an inspection reveals repairs are necessary and required by the lease to be done by the Tenant, Landlord shall give Tenant notice in writing, and thereupon Tenant will, within twenty (20) days from delivery of the notice, make, or commence making and diligently proceed to complete, the necessary repairs in a good and workmanlike manner. The Landlord shall provide the Tenant with 24 hours prior written notice of inspection except in the case of an emergency when no notice shall be required.

17. **Right to Show Premises**

During the last six months of the term of this lease and any extension thereof, as the case may be, the Landlord or its agents and employees shall have the right at any time during business hours of the Tenant to enter upon the Leased Premises for the purpose of exhibiting same provided that the exercise of such rights shall not unreasonably interfere with the Tenant's business.

18. **Liens**

The Tenant shall indemnify and hold the Landlord harmless from and against the liability, claim, damages or expense (including legal expenses) due to or arising from any claim made against the Leased Premises or the building for all liens related to work done by or on behalf of the Tenant and all work which the Tenant is obliged to do and any such liability, claims, damages or expenses incurred by the Landlord shall be paid by the Tenant to the Landlord forthwith upon demand; and the Tenant shall cause all registration of claims for mechanics' liens and/or certificates of action under the Construction Lien Act and relating to any such work done by or on behalf of the Tenant, and all work which the Tenant is obliged to do, to be discharged or vacated as the case may be within fifteen (15) days of such registration or within five (5) days after notice from the Landlord.

19. **Net-Net Lease**

Save as otherwise provided in this lease, this is a "care free" lease and it is the mutual intention of the parties hereto that rent as herein provided to be paid shall be net to Landlord and clear of all taxes (except Landlord's income taxes, including capital tax and municipal property tax), costs and charges arising from or relating to the Leased Premises and that Tenant shall bear all costs of and be responsible for all matters in relation to the operation, maintenance and repair of the Leased Premises except as otherwise provided for herein, and shall pay all charges, impositions and expenses of every nature and kind relating to the Leased Premises and Tenant covenants with Landlord accordingly.

20. **Demolition/Re-Development**

At any time should the Landlord require the Leased Premises or any part thereof for purposes of full or partial demolition, or for other re-development or re-sale, then upon 12 full calendar months written notice from the Landlord to the Tenant (the "Re-Development Notice"), the Tenant agrees to vacate the premises, and surrender the unexpired portion of the term, at the expiry of the above notice period. Upon surrender of the premises, the Landlord shall pay to the Tenant by way of compensation for previously agreed upon leasehold improvements an amount standing in the same proportion to the cost to the Tenant of said leasehold improvements made by the Tenant pursuant to the provisions of the Lease or with the consent of the Landlord as the unexpired

portion of the term stands to the period of time from the Tenant's payment of such cost to the end of the unexpired portion of the term. The obligation of the Landlord to pay such compensation shall only apply to those leasehold improvements:

- a) to which the Landlord consented, in writing; and
- b) for which the Tenant provided a comprehensive summary and cost incurred within 30 days of the substantial completion of same.

For clarity, and to ensure proper understanding of the Tenant's right of recovery from the Landlord hereunder, The Landlord and Tenant agree that they will, in writing, agree to the amount for the cost of the leasehold improvements no later than thirty (30) days prior to any work being commenced. An amount equivalent to the cost of the leasehold improvements would be paid to the Tenant on a proportionate basis as compensation if the Landlord exercises its rights pursuant to this paragraph. For example, if the cost for the leasehold improvements is \$150,000.00 inclusive of HST, and there are 18 months remaining in the initial term after surrender of the Leased Premises pursuant to the Re-Development Notice, the Landlord would pay the sum of \$45,000.00, inclusive of HST, to the Tenant as compensation.

Furthermore the obligation of the Landlord to pay such compensation applies only if the Re-Development Notice is given during the initial term, and not any extension or renewals thereof.

21. **Damage to Building by Tenant**

The Tenant shall reimburse the Landlord for costs incurred by the Landlord in making good any damage caused to the Leased Premises or any part thereof including the furnishings and amenities thereof as a result of the negligence or wilful act of the Tenant, its clients, patrons, invitees, licensees, agents, servants or other persons from time to time in or about the Leased Premises.

22. **Notice of Accidents, Defects**

The Tenant shall give the Landlord prompt written notice of any damage to or defect in the heating and air conditioning apparatus, water pipes, gas pipes, telephone lines, electric light or other wires or casualty.

23. **Indemnity to Landlord**

The Tenant shall indemnify and save harmless the Landlord from any and all liabilities, damages, costs, claims, suits or other actions growing out of:

- (a) any breach, violation, or non-performance of any covenant, condition, or agreement in this Lease set forth and contained on the part of the Tenant, to be fulfilled, kept, observed and performed;
- (b) any damage to property while said property be in or about the Leased Premises and/or Leased Premises; and
- (c) any injury to any client, patron, licensee, invitee, agent or employee of the Tenant including death resulting at any time therefrom, occurring in or about the Leased Premises,

and this indemnity shall survive the expiry or sooner determination of the Lease. Provided that such cause of damage or injury occurred prior to such expiry or determination; however, this indemnity shall

not include any such damage or injury caused by the act of negligence of the Landlord, its servants or agents.

24. **Plate Glass**

The Tenant will be responsible for the period of the Lease and during occupancy for the full value of all plate glass windows on the Leased Premises, and will forthwith replace same if damaged.

25. **Goods, Chattels Not To Be Removed**

The Tenant agrees that all goods, chattels and fixtures when moved into the Leased Premises shall not, except in the normal course of business, be removed from the Leased Premises until all rent due or to become due during the term of this Lease and all utility charges are fully paid.

26. **Key**

The Tenant shall provide the Landlord with a key to the Leased Premises and the Landlord or its authorized agent may, in the event of an emergency or possible damage to the Leased Premises, enter the Leased Premises for the protection of same.

27. **Rules and Regulations**

The Tenant and its officers, directors, servants, agents, and all persons visiting or doing business with it shall be bound by and shall observe the rules and regulations attached to this lease as Schedule C and any further and other reasonable rules and regulations hereafter made by the Landlord of which notice shall be given to the Tenant, and all such rules and regulations shall be deemed to be incorporated into and form part of this lease.

28. **Peaceful Surrender**

The Tenant shall, at the expiration or sooner determination of this Lease, peaceably surrender and yield up unto the Landlord the Leased Premises with the appurtenances, together with all fixtures or erections save and except for the Tenant's fixtures, which at any time during the said term shall be made therein or thereon in good and substantial repair and condition, and in a condition to allow the Landlord to re-lease the Leased Premises and shall deliver to the Landlord all keys to the Leased Premises which the Tenant has in its possession.

The Tenant covenants that the Tenant will not upon expiration of the said Lease or sooner determination leave upon the Leased Premises any rubbish or waste material and will leave the Leased Premises in a clean and tidy condition.

29. **Overholding**

If at the expiration of the term of this Lease, the Tenant or any assignee or subtenant shall hold over the tenancy of the Tenant, thereafter this Lease shall, in the absence of written agreement to the contrary, be from month to month only at a rental per month equal to one-twelfth of the rental payable for the year immediately preceding such expiration, (being the minimum and additional rent) payable monthly in advance on the first day of each overholding month and shall be subject to all other terms and conditions of this Lease.

30. **No Representations by Landlord**

There is no promise, representation, or undertaking by or binding upon the Landlord with respect to any alteration, remodeling or decorating of or installation of equipment or fixtures in the Leased Premises except such, if any, as is expressly set forth in this Lease, or schedules attached and this Lease contains all the agreements and conditions made between the parties hereto.

31. **Lease Form**

If requested by the Landlord, the Tenant agrees to execute a lease in the Landlord's standard form, incorporating the terms of this Offer and containing such other non-monetary amendments as the Landlord and Tenant mutually agree upon (the "Lease"), within thirty (30) business days of receiving same. If the parties fail to agree to the form of Lease within the thirty (30) business day period aforesaid, then the Landlord may, at its sole option, exercised by five (5) days written notice to the Tenant, terminate this Offer without prejudice to any other rights of the Landlord. The Tenant shall not have possession of the Leased Premises for any purpose prior to the execution of the Lease by the Landlord and Tenant, if requested by the Landlord.

The parties acknowledge and agree that the Lease may deal in greater detail than this Offer in that certain clauses in the Offer may be expanded upon in the Lease and contains clauses in addition to those in this Offer. Terms not otherwise defined in this Offer are used with the same meanings as set out in the Lease. If there is any conflict between this Offer and the Lease, the latter shall govern.

Until and unless a further Lease is executed in accordance with the foregoing, this Offer shall constitute the entire lease agreement between the parties.

32. **Entire Agreement**

The parties acknowledge and agree that this Offer contains all the covenants, promises, agreements, conditions, understandings and arrangements between the Landlord and the Tenant concerning the Leased Premises and supercedes and replaces any and all previous covenants, promises, agreements, conditions, understandings and arrangements between the parties (save and except with respect to any unpaid previous arrears which may be owing by the Tenant to the Landlord as set out herein), and there are no covenants, promises, agreements, conditions, understandings, warranties or representations, either oral or written, between them or relied upon by the Tenant to induce it to enter into this Offer, other than are herein set forth.

33. **Condition of Premises**

The Tenant acknowledges and agrees that the Tenant is accepting the Leased Premises in "as is, where is" condition, subject to the landlord undertaking repairs to bring the premises to a state ready for occupancy as determined in the sole discretion of the Chief Building Official for the Town of Wasaga Beach. The Landlord makes no representation or warranty whatsoever as to, and has no obligation or responsibility in respect of, the condition of the Leased Premises and/or the suitability thereof for the Tenant's intended use. The Tenant shall complete, at its sole expense, in compliance with all applicable laws, and in accordance with plans and specifications to be provided to the Landlord and approved by the Landlord in writing, all work, fixtures, improvements, and equipment which may be required to be completed in, on or to the Leased Premises (subject to the provisions of this Offer or any Lease) in order for the Tenant to occupy, use and enjoy the Leased Premises and conduct its business therefrom. For greater certainty, the Landlord shall not be responsible for any repairs required to the Leased Premises whatsoever, beyond what is described earlier in this paragraph and the Tenant agrees that it shall have no

claim or recourse whatsoever against the Landlord for any damage caused to the Leased Premises. The Tenant further acknowledges that in the event that damage occurs to the Leased Premises it will look to its own insurance and/or resources to undertake the required repairs.

34. **Force Majeure**

In the event that the Landlord shall be delayed or hindered or prevented from performing any of its obligations hereunder by reason of any strike, lock-out, labour trouble, shortage of materials, failure of power, riots, insurrection, war, act of God, or for any other reason beyond its reasonable control, then performance of such obligations shall be excused for the period of all such delays and the period for the performance of any such obligations shall be extended for a period equivalent to the period of all such delays.

35. **Default and Termination**

Despite anything contained in any present or future laws, statutory or otherwise, to the contrary, if and whenever during the Term hereof:

- (a) the Tenant fails to pay any rent, taxes, utilities and/or costs incurred/paid for by the Landlord (on the Tenant's behalf) or any other amounts due to the Landlord by the Tenant, on the date or dates appointed for the payment thereof and such failure continues for a period of seven (7) days following notice by the Landlord (and the Tenant hereby waives the benefit of s. 19 (2) of the *Commercial Tenancies Act*, as may be amended (the "Act")); or
- (b) the Tenant fails to observe or perform any other of the terms, covenants or conditions of this Offer or any Lease Agreement to be observed or performed by the Tenant and such failure continues for a period of seven (7) days following notice by the Landlord (and the Tenant hereby waives the benefit of s. 19 (2) of the *Commercial Tenancies Act*, as may be amended (the "Act")); or
- (c) the Tenant or any covenantor of this Offer or any Lease or any other person occupying the Leased Premises or any part thereof or any franchisee carrying on business in the Leased Premises becomes bankrupt or insolvent or takes the benefit of any statute now or hereafter in force for bankrupt or insolvent debtors or files any proposal or makes any assignment for the benefit of creditors or any arrangement or compromise; or
- (d) a receiver, interim receiver, receiver and manager, custodian or liquidator is appointed for the business, property, affairs or revenues of the Tenant or of any covenantor of this Offer or any Lease, or of any transferee, occupant or franchisee of the Leased Premises; or
- (e) any steps are taken or any action or proceedings are instituted by the Tenant or by any other person, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Tenant or its assets; or
- (f) the Tenant makes or attempts to make a sale in bulk of any of its assets, wherever situated (other than a bulk sale made to a transferee permitted under this Offer or any Lease); or

- (g) the Tenant sells or disposes of the goods, trade fixtures, equipment or chattels of the Tenant or removes or commences, attempts or threatens to remove them from the Leased Premises so that in the Landlord's opinion there would not in the event of such sale, disposal or removal, be sufficient goods of the Tenant on the Leased Premises subject to distress to satisfy all rent due or accruing hereunder for a period of at least twelve (12) months; or
- (h) the Tenant vacates or abandons or attempts to vacate or abandon the Leased Premises or any part thereof, or the Landlord has reasonable cause to believe that the Tenant intends to vacate or abandon or attempts to vacate or abandon the Leased Premises or any part thereof, and without restricting the generality of the foregoing, the Tenant's absence from the Leased Premises for any period of ten (10) consecutive days shall be deemed abandonment of same; or
- (i) the Leased Premises or any part thereof are used by any persons other than those as are entitled to use them under the terms of this Offer or any Lease; or
- (j) the Tenant effects or attempts to effect a transfer or a change in the effective voting control of the Tenant that is not permitted by this Offer or the Lease; or
- (k) this Offer or any Lease or any of the Tenant's assets on the Leased Premises are taken under any writ of execution, chattel mortgage, charge, debenture or other security instrument;
- (l) re-entry is permitted under any other terms of this Offer or the Lease or otherwise at law; or
- (m) the Tenant violates any of the Rules and/or Regulations forming part of the within Lease,

then and in every such case at the option of the Landlord, the Tenant shall be in default and, in addition to any other rights or remedies it has pursuant to this Offer or any Lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- (1) to terminate this Offer or any Lease by notice to the Tenant;
- (2) to enter the Leased Premises as agent of the Tenant and to relet the Leased Premises for whatever term, and on such terms as the Landlord in its discretion may determine and to receive the rent therefor and as agent of the Tenant to take possession of any property of the Tenant on the Leased Premises, to store such property at the expense and risk of the Tenant or to sell or otherwise dispose of such property in such manner as the Landlord may see fit without notice to the Tenant;
- (3) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter upon the Leased Premises for such purposes. No notice of the Landlord's intention to perform such covenants need be given the Tenant unless expressly required by this Offer or any Lease. The Landlord shall not be liable to the Tenant for any loss or damage caused by acts of the Landlord in remedying or attempting to remedy such default and the Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection with remedying or attempting to

remedy such default;

- (4) to recover from the Tenant all damages and expenses incurred by the Landlord as a result of any breach by the Tenant including, if the Landlord terminates this Offer or any Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Leased Premises;
- (5) to recover from the Tenant the full amount of the current month's rent together with the next three (3) months' instalments of rent, all of which shall immediately become due and payable as accelerated rent; and
- (6) to enter the Leased Premises and to take possession of any goods or chattels whatsoever in the Leased Premises, and to sell the same at public or private sale without notice and apply the proceeds of such sale on account of Rent or in satisfaction of the breach of any covenant, obligation or agreement herein contained and the Tenant shall remain liable for the deficiency, if any. The Landlord may use any keys in his possession or may enter the Leased Premises by breaking the locks or otherwise forcing the doors or windows of the Leased Premises and this shall constitute the Landlord's irrevocable licence for so doing and that Landlord shall not be liable for any prosecution therefor. Notwithstanding anything contained in the Commercial Tenancies Act (Ontario) or any successor legislation or other statute which may hereafter be passed or take the place of the said act or to amend the same, none of the goods and chattels of the Tenant at any time during the continuance of the Term shall be exempt from levy by distress for rent; and that upon any claim being made for such exemption by the Tenant, or on distress being made by the Landlord, this provisions may be pleaded as an estoppel against the Tenant in any action brought to test the right of the levying upon any such goods as are names as exempted in the said Act, the Tenant waiving as it hereby does all and every benefit that it would or might have with regard thereto.

36. **Landlord's Conditions**

This Offer to Lease and any Lease arising herefrom shall be conditional upon the completion of the following, on or before the Lease Commencement Date:

- (i) delivery of satisfactory evidence of insurance as provided for herein;
- (ii) delivery of satisfactory evidence that the Tenant has set up accounts with the local utility companies in its name;
- (iii) delivery of security deposit and post-dated rent cheques; and
- (iv) delivery of an operations plan for the Leased Premises, including contact information for senior management staff assigned to manage the Leased Premises.

failing which the Landlord may terminate this Offer or any Lease arising herefrom by notice in writing delivered to the Tenant. The above conditions have been inserted for the sole benefit of the Landlord and may be waived in whole or in part by it at any time on or before the Commencement Date.



The Tenant shall deliver such financial and other information as the Landlord may reasonably require (the "Tenant's Information"), within three (3) business days of request therefor. This Offer to Lease and the Lease arising herefrom shall be further conditional for a period of five (5) business days following the date of receipt of the Tenant's Information (the "Financial Conditional Date"), upon approval of the financial strength of the Tenant by the Landlord, in its sole and absolute discretion, failing which the Landlord may terminate this Offer or any Lease arising herefrom by notice in writing delivered to the Tenant. This condition has been inserted for the sole benefit of the Landlord and may be waived in whole or in part by it at any time on or before the Financial Conditional Date.

37. **Successors and Assigns**

This Agreement resulting from the acceptance of this Offer to Lease shall be binding upon and ensure to the benefit of the Landlord and Tenant and their respective successors, administrators and assigns.

38. **Confidentiality**

The Tenant hereby covenants and agrees that the contents, terms and conditions of this Agreement and the Lease to be executed shall be kept confidential. It is understood that the Tenant will not, without written permission of the Landlord, discuss or reveal the terms of this Agreement with other Parties including, but not limited to other tenants, prospective tenants, real estate agents, suppliers or customers, save and except for the legal and financial advisors of the Tenant.

39. **Time of essence**

Time shall be of the essence herein.

40. **Law of Ontario**

This Agreement shall be construed in accordance with the laws of the Province of Ontario, and the parties agree to attorn to the jurisdiction of any court of competent jurisdiction in Barrie, Ontario.

41. **Notices**

Any notice herein provided, permitted, or required to be given shall be in writing and shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address to the party to whom it is addressed. Any such notice shall be deemed to have been received by the party to whom it is addressed if delivered by hand, on the date of such delivery and if transmitted by facsimile or email, on the date on which confirmation of receipt of such facsimile or email was received:

To the Landlord at:

Town of Wasaga Beach  
30 Lewis Street,  
Wasaga Beach, ON  
L9Z 1A1  
Fax: 705 – 429-6732

To the Tenant and the Covenantor at:

9406069 CANADA INC.  
74 Woburn Drive  
Woodbridge, ON  
L4L 7G3

42. **Irrevocable Date**

This Offer is irrevocable by the Tenant and shall remain open for acceptance until 11:59 p.m. on, July 7, 2018 after which this Offer shall become null and void.

43. **Conditions Precedent**

This Offer is conditional upon the approval of the terms hereof by the Council for the Corporation of the Town of Wasaga Beach. Unless the Landlord gives notice in writing delivered to the Tenant personally or in accordance with any other provisions for the delivery of notice in this Agreement to Lease or any Schedule thereto not later than 6:00 p.m. on the 6<sup>th</sup> day of July, 2018, that this condition is fulfilled, this Offer shall be null and void and any deposit shall be returned to the Tenant in full without deduction.

These conditions are included for the benefit of the Landlord and may be waived at the Landlord's sole option by notice in writing to the Tenant as aforesaid within the time period stated herein.

44. **Option to Extend Term**

If the Tenant duly and regularly pays the rent and performs all of the provisos and agreements contained herein on the part of the Tenant to be performed, and the Tenant has not at any time been in or committed any breach of any term of the Lease whether such breach has been waived by the Landlord or not, the Landlord shall, at the expiration of the term hereof, upon written request of the Tenant, grant to the Tenant a renewal and extension of this Lease for a further period of five (5) years upon the same terms and conditions as contained herein except as to rent and a further right of renewal, provided always that the Tenant shall have given to the Landlord six (6) months' notice, in accordance with the manner of delivery of notice(s) as provided in Section 42 hereof, before the expiration of the term hereof, of its desire to have such extension and renewal, and provided further that the rent for the renewal term shall be negotiated and agreed upon between the parties based on the fair market value at the time of the renewal or failing agreement within three (3) months prior to the termination of the term, then the rent shall be determined by arbitration in accordance with the requirements and terms of the *Arbitrations Act* (Ontario).

The Tenant represents and warrants that the undersigned have authority to bind the Tenant to the terms of the within Offer.

SIGNED AND DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
**Tenant**  
(I have the authority to bind the Corporation)

The Landlord hereby accepts this Offer to Lease and agrees to be bound by the terms and conditions contained herein.

SIGNED AND DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**THE CORPORATION OF THE TOWN OF WASAGA BEACH**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the Corporation.

**SCHEDULE "A"**

**Leased Premises:**

**THAT PART OF**

**13 1<sup>ST</sup> Street North, Wasaga Beach, Ontario L9Z 2K2**

**Being Part Lots 39 & 40 Plan 1458, Lot 89 s/s Wasaga Avenue Plan 525 Sunnidale,  
Pt Georgina Ave Plan 525 Sunnidale closed by RO8819334 RO19301; Pt Wasaga Ave  
Plan 525 Sunnidale closed by RO359966 Parts 1, 2, 3, 4 & 5 51R13838; Wasaga Beach  
(PIN 58328-0034 LT)**

**AS DELINEATED ON THE ATTACHED DIAGRAMS WHICH FORM PART OF THIS  
SCHEDULE "A"**

**SCHEDULE "B"**

**Six parking space in the rear of the property**

**SCHEDULE "C"**  
**RULES AND REGULATIONS**

1. The Tenant shall use its best efforts to ensure that no unauthorized persons shall enter at any time other than during normal business hours.
2. The Tenant shall at all times keep the interior and exterior of the Leased Premises, and all stairways and entrances and exits leading to and from the Leased Premises (the "building") in a safe and clean condition. In this regard, the Tenant agrees to follow all reasonable directions from the Landlord and to clean, maintain and repair the building immediately upon receipt of such directions. Should it fail to do so, the Landlord may do so at the Tenant's expense and add the cost of same to the Tenant's rent.
3. The Tenant shall ensure that it follows good and proper business practices, and that it observes and adheres to all municipal, provincial, and federal laws and regulations in connection with its use of the Leased Premises. In observing all such laws, the Tenant shall give priority to the care and safety to all of its customers, staff, patrons, and other visitors.
4. Without restricting the generality of the preceding sections, the sidewalks, entries, passages, and staircases shall not be obstructed or used by the Tenant, his agents, servants contractors, invitees or employees for any purpose other than ingress to an egress from the Leased Premises. The Landlord reserves entire control of all parts of the building employed for the common benefit of the tenants including, without restricting the generality of the foregoing, the sidewalks, entries, corridors and passages not within the Leased Premises, washrooms, lavatories, air conditioning closets, fan rooms, janitor's closets, electrical closets and other closets, stairs, flues, stacks, pipe shafts and ducts and shall have the right to place such signs and appliances therein, as it may deem advisable, provided that ingress to an egress from the Leased Premises is not unduly impaired thereby.
5. The Tenant, his agents, servants, contractors, invitees or employees, shall not bring in or take out, position, construct, install or move any safe, business machine or other heavy office equipment without first obtaining the consent in writing of the Landlord. In giving such consent, the Landlord shall have the right in its sole discretion, to prescribe the weight permitted and the position thereof, and the use and design of planks, skids, or platforms to distribute the weight thereof. All damage done to the building by moving or using any such heavy equipment or other office equipment or furniture shall be repaired at the expense of the Tenant. The moving of all heavy equipment or other office equipment or furniture in or out of the building shall take place only at such times and using such entrances as shall be approved in writing by the Landlord. No freight or bulky matter of any description will be received into the building except during hours approved by the Landlord.
6. The Tenant shall not place or cause to be placed any additional locks upon doors of the Leased Premises without the approval of the Landlord. Additional locks must be obtained from the Landlord at the cost of the Tenant.
7. 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 substances shall be thrown therein or in the passages. Any damage resulting from misuse shall be borne by the Tenant by whom or by whose agents, servants, or employees the same is caused. The Tenant shall not let the water run unless it is in actual use. The tenant shall be responsible for proper

decommissioning of all water and sewage pipes and apparatus at the end of Term or upon any discontinuation of the use of the Leased Premises.

8. The Tenant shall not deface or mark any part of the building or drive any nails, spikes, hooks or screws into the walls, ceilings or floors thereof except with the prior written consent (not to be unreasonably withheld) of the Landlord and as it may direct. If the Tenant desires telegraphic or telephonic connections the Landlord will direct the electricians as to where and how the wires are to be introduced, and without such directions no boring or cutting for wires will be permitted. No gas pipe or electric wire will be permitted which has not been ordered or authorized in writing by the Landlord.
9. The Tenant shall not install or permit the installation or use of any machine dispensing goods for sale in the Leased Premises or the building without the written consent of the Landlord.
10. The Tenant has no right of access to the rear portion of the premises for any purpose
11. No one shall use the Leased Premises for sleeping apartments or residential purposes, or for the storage of personal effects or articles other than those required for business purposes.
12. No animals shall be brought into the Leased Premises, except guide animals.
13. Canvassing, soliciting and peddling in the building are prohibited.
14. No bicycles or other vehicles shall be brought within the building. Any hand trucks, carryalls, or similar appliances used in the building shall be equipped with rubber tires, side guards and other safeguards as the Landlord shall require.
15. Save for in compliance with all applicable laws, no inflammable oils or other flammable, dangerous or explosive materials shall be kept or permitted to be kept in the Leased Premises.
16. All deliveries to the Leased Premises of bulky goods shall be made during such hours and by using such entrance, hallways, and corridors as the Landlord may from time to time prescribe for such purposes.
17. The Tenant shall ensure that the use of the Leased Premises does not create any nuisance to any neighbouring properties, or any persons in or near the Leased Premises, and the Tenant shall not create or contribute to any noise or disturbance which offends the noise by-law for the Town of Wasaga Beach.
18. The Tenant shall not be permitted to be open for business between the hours of 2:30 am and 6:00 am.
19. The Tenant shall keep the Leased Premises open for business, seven days per week, between 11:00 am and 11:00 pm from the Victoria Day Long weekend to the Labour Day long weekend. During periods of inclement weather the Tenant may close the business at its discretion.

## SCHEDULE "D"

### **The Dard** **13 1<sup>st</sup> St., Wasaga Beach, On** ***Inventory List***

#### Tables

Wooden Square	-	16
Round Tables	-	11
Square Tables	-	30
Wicker Tables	-	4

#### Chairs

Wooden Chairs	-	90
Plastic Chairs	-	12
High Metal Chairs	-	7

#### Bar By Washrooms

Coolers / Stainless Steel Sink	-	2
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#### Main Bar Area

Large Coolers	-	2
Large Sinks	-	3

#### Kitchen

Large Cooler	-	1
Stainless Steel Table	-	2
Stainless Steel Cooler	-	1
Built In Coolers	-	2

Variety of Coolers behind the Bar.



# THE CORPORATION OF THE TOWN OF WASAGA BEACH

## BY-LAW 2017- 67

A By-law to confirm the proceedings of the Council of the Corporation of the Town of Wasaga Beach at its Special Council meeting held Thursday, July 6, 2017

**WHEREAS** Section 5(1) of the *Municipal Act*, 2001, provides that the powers of a municipality shall be exercised by its council;

**AND WHEREAS** Section 5(3) of the *Municipal Act*, 2001, provides that municipal power, including a municipality's capacity, rights, powers and privileges under Section 9 of the *Municipal Act*, 2001, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS** in many cases, action which is taken or authorized to be taken by the council does not lend itself to the passage of an individual by-law;

**AND WHEREAS** the Council of The Corporation of the Town of Wasaga Beach adopted By-Law 2016-101, as amended, establishing rules of order and procedures for the Council;

**AND WHEREAS** provision was made in By-Law 2016-101, as amended, for enactment of a Confirmatory By-Law at the end of each Regular or Special Council Meeting to confirm recommendations and actions approved at that meeting;

**AND WHEREAS** the Council of the Town of Wasaga Beach deems it advisable and expedient that the proceedings of this meeting be confirmed and adopted by by-law;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF WASAGA BEACH HEREBY ENACTS AS FOLLOWS:**

1. That the actions of the Council of the Corporation of the Town of Wasaga Beach, at its meeting held on the date listed above in respect of every report, motion, resolution, declaration or other action passed, taken or adopted by Council at this meeting, including the exercise of natural person powers, except where approval of another authority is required by law or where implementation is subject to other legislation, are hereby adopted, ratified, and confirmed as if each report, motion, resolution or other action was adopted, ratified, and confirmed by a separate by-law.

2. That where no individual by-law has been or is passed with respect to the taking of any action authorized in or by the above-mentioned minutes or with respect to the exercise of any powers by the Town of Wasaga Beach in the above-mentioned minutes, then this By-Law shall be deemed for all purposes to be the by-law required for approving and authorizing and taking of any action authorized therein and thereby or required for the exercise of any powers therein by the Town of Wasaga Beach.
3. That any a member of Council who dissented from any action or proceeding or has abstained from discussion and voting thereon shall be deemed to have dissented or abstained, as the case may be, in respect to this By-Law as it applies to such action or proceeding.
4. That the Mayor or designate and the proper officials of the Town of Wasaga Beach are hereby authorized and directed to do all things necessary to give effect to the said actions or to obtain approvals where required and are to execute all documents as may be necessary in that behalf, and the Clerk or designate is hereby authorized and directed to affix the Corporate Seal to all such documents.
5. That this By-Law shall come into force and effect on the final passage thereof.

**BY-LAW READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 6<sup>TH</sup> DAY OF JULY, 2017.**

**THE CORPORATION OF THE TOWN OF WASAGA BEACH**

\_\_\_\_\_  
Brian Smith, Mayor

\_\_\_\_\_  
Andrea Fay, Clerk