



**Special Council
Agenda**

Wednesday, July 19, 2017 1:00 PM

Council Chambers

- 1. Call to Order**
 - 1.07S.1 Call to Order
 - 1.07S.2 Additions, Deletions and Excused
- 2. Declaration of Pecuniary Interest**
- 3. Delegation/Presentation**
- 4. Facilities - Council Rep: Glenda McKay**
- 5. Public Works Department - Council Rep: Wayne Fraser**
- 6. Environmental Management Department - Council Rep: Wayne Fraser**
- 7. Planning Department - Council Rep: Brian Hunt**
- 8. Finance & Administration Department - Council Rep: Brian Hunt**
 - 8.07S.1 Pharmacy Lease
- 9. Protection Services Department - Council Reps: Brian Hunt and Glen MacPherson**
- 10. Economic Development & Technology Department - Council Rep: Wayne Fraser**
- 11. Community & Health Committee - Council Rep: Glenda McKay**
- 12. Community Parks, Recreation and Library - Council Reps: Wayne Fraser, Brian Hunt, Harold Murphy and Glen MacPherson**
- 13. Minutes**
- 14. Other**
- 15. Closed Session**



16. Open Session

17. By-Law (s)

17.07S.1 By-Law Approval

- 53-2017 To execute a lease agreement with Calabogie Pharmacy Ltd.
- 54-2017 Confirmatory

18. Adjournment

18.07S.1 Motion to Adjourn

Note: Any submissions received by the public, either orally or in writing may become part of the public record/package.



Report

To: Mayor & Council
From: Allison Holtzhauer
Date: July 17, 2017
Subject: Pharmacy Lease

Recommendation

That Council approves By-law 53-2017 being a by-Law to authorize the Mayor and Clerk to execute a lease agreement with Calabogie Pharmacy Ltd. and Khaled Hassan Darwish and Sherif Kamal Mo Hassan to lease space located at 1101 Francis Street.

Background

There have been significant discussions over the last number of months with individuals who would like to develop a pharmacy to be located at the old Township Office (1101 Francis Street).

After much discussion and back and forth attached is a draft lease agreement for the space.

Discussion

A few key components of the lease include:

- term of 5 years commencing August 1, 2017 with 2 options to renew at 5 years each.
- rent shall be waived for August 1 until October 31, 2017
- first year of rent shall be \$800 per month, 2nd year the rent shall be \$875 per month and years 3 to 5 the rent shall be \$950 per month
- there are caps placed on what rent shall be in the event that extensions options are exercised and agreed by both parties
- a \$50,000 letter of credit will be obtained prior to commencement of construction to the space. The Letter of Credit will be returned upon completion of the work
- a security deposit of \$2,000 will be retained

The two current tenants at 1101 Francis Street are Calabogie and Area Home Support and a Registered Massage Therapist. Home Support is going to relocate to some space in the Library. Staff is still working on finding an alternate location for the Registered Massage Therapist.

People Consulted

Township Solicitor

Financial Implications

July 19, 2017
Special Council

Revenue from rent year 1 is \$9,600, year 2 is \$10,500 and years 3 to 5 \$11,400 per year.

Respectfully Submitted,
Allison Holtzhauer

July 19, 2017
Special Council

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

BY-LAW NUMBER 53-2017

Being a By-Law to authorize the Mayor and Clerk to execute a lease agreement with Calabogie Pharmacy Ltd. and Khaled Hassan Darwish and Sherif Kamal Mo Hassan to lease space located at 1101 Francis Street

WHEREAS Section 11 of the Municipal Act, 2001, empowers the Corporation of the Township of Greater Madawaska to pass by-laws and to enter into agreements respecting matters of health, safety and well-being of persons;

AND WHEREAS the Township of Greater Madawaska is desirous to enter into a lease agreement with Calabogie Pharmacy Ltd. and Khaled Hassan Darwish and Sherif Kamal Mo Hassan to lease space located at 1101 Francis Street.

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA ENACTS AS FOLLOWS:

1. **THAT** the Agreement attached hereto as Schedule "A" and made part of this By-Law shall constitute a contract between Calabogie Pharmacy Ltd. and Khaled Hassan Darwish and Sherif Kamal Mo Hassan and the Corporation of the Township of Greater Madawaska.
2. **THAT** the Mayor and Clerk are hereby empowered to do and execute all things, papers and documents necessary to the execution of this By-law.
3. **THAT** this By-Law shall come into force and take effect immediately upon the passage thereof.

READ a first and second time this 19th day of July, 2017.

READ a third time and passed this 19th day of July, 2017.

Glenda McKay
Mayor

Allison Holtzhauer
CAO Clerk/Treasurer

**SCHEDULE A
BY-LAW 53-2017**

**CORPORATION OF THE
TOWNSHIP OF GREATER MADAWASKA**

THIS INDENTURE made July 19, 2017

B E T W E E N:

CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

hereinafter called the LANDLORD

and

**CALABOGIE PHARMACY LTD. and
KHALED HASSAN DARWISH and SHERIF KAMAL MO HASSAN, jointly and severally**

hereinafter called the TENANT

and

KHALED HASSAN DARWISH and SHERIF KAMAL MO HASSAN

hereinafter called the GUARANTOR

WITNESSETH:

IN consideration of the mutual terms, provisos and covenants of the parties, the parties hereto agree;

THE Landlord does demise unto the Tenant the Demised Premises to have and to hold, for and during the Term and yielding and paying unto the Landlord the Rent upon terms, provisos and covenants as hereinafter more particularly defined and set out;

ARTICLE I - DEFINITIONS

In this Lease and any Schedules attached hereto, the parties agree that:

1.01 Demised Premises means the premises demised by the Landlord to the Tenant, being part of the former Old Township Office, 1101 Francis Street, Calabogie, Ontario and more particularly described as Office No. 1, cross hatched upon a sketch attached hereto as Schedule A and being approximately **1,010 square feet**, more or less.

Measurements of the Demised Premises are taken from the exterior face of exterior demising walls and from the centre plane of demising walls common with other tenants and in the case of any dispute, all measurements shall be made by the Landlord's Architect whose certificate shall be conclusive.

1.02 Schedules means the Schedules attached to this Lease and comprising part hereof and are identified as follows:

Schedule A: Sketch of Demised Premises
Schedule B: Site Plan
Schedule C: Rules and Regulations

1.03 Term means the initial five (5) year term of this Lease to be computed from August 1, 2017 and thenceforth and ensuing to be fully completed and ended on September 30, 2022.

1.04 Centre means the property known municipally as 1101 Frances Street, Calabogie, Ontario and collectively the lands and buildings, structures, facilities and other improvements erected or to be erected and outlined in red upon Schedule B attached hereto.

ARTICLE II - DEMISE, TERM AND RENT

2.01 Demise

The Landlord hereby demises and leases unto the Tenant for the Term, the Demised Premises together with the use, benefit and access in common with others entitled thereto, of the common areas and facilities of the Centre and the Landlord covenants with the Tenant for quiet enjoyment.

2.02 Term

The Term of the Lease will be for a period of five (5) years as set out Section 1.03 together with the following consecutive Extension Option Periods to which the Tenant shall be entitled when not in Default.

(a) **Extension Option 1**

Provided the Tenant has not been in default of any of its covenants or obligations provided for in this Lease, and provided the Tenant gives to the Landlord notice in writing of its intention to elect to extend this Lease, such notice to be delivered to the Landlord six (6) clear months in advance of the expiration of the Term provided for herein, the Tenant may extend the term of five (5) years this Lease for a further term of years upon the same terms and conditions as provided herein, with the exception of the Rent which shall be \$1,093.00 per month. Failing such exercise, this option and Extension Option 2 shall be null and void. Save and except as provided herein, there shall be no further option to extend.

(b) **Extension Option 2**

Provided the Tenant has not been in default of any of its covenants or obligations provided for in this Lease, and provided the Tenant gives to the Landlord notice in writing of its intention to elect to extend the term of this Lease, such notice to be delivered to the Landlord six (6) clear months in advance of the expiration of the Term provided for in Extension Option 1, the Tenant may extend this Lease for a further term of five (5) years upon the same terms and conditions as provided herein, with the exception of the Rent which shall be \$1,257.00 per month. Failing such exercise, this option shall be null and void. Save and except as provided herein, there shall be no further option to extend the term.

2.03 Rent

The Tenant covenants with the Landlord to pay Rent in advance, monthly, with the exception of the months of August, September & October, 2017, on the first day of each month, which includes utilities and municipal taxes but does not include the cost of any communications or security in consideration for the Term granted herein as follows:

- (a) For the months of August, September & October of 2017, the Tenant shall not be obliged to pay Rent.
- (b) From October 1, 2017 until September 30, 2019 the sum of \$800.00 per month;
- (c) From October 1, 2019 to September 30, 2020 of the Term the sum of \$875.00 per month; and
- (d) From October 1, 2020 to September 30, 2022 the sum of \$950.00 per month.

2.04 Harmonized Sales Tax

The Tenant shall pay to the Landlord an amount equal to any and all Harmonized Sales Tax (H.S.T.) with respect to Rent payable by the Tenant to the Landlord at the same time as the amounts to which such H.S.T. applies are payable.

2.05 Post-dated Cheques

At the commencement of Term and the first of the month in each year following, the Tenant shall provide twelve post-dated cheques to the Landlord for Rent and H.S.T.

2.06 Security

(a) Concurrent with the execution of this lease and as a condition of this Lease, the Tenant shall provide to the Landlord a Letter of Credit issued by a Chartered Canadian Bank automatically renewed from year to year and subject to the approval of the Landlord as to form and content in the amount of \$50,000.00 payable to the Landlord on the occurrence of any Default of this Lease as provided in Article 4.02 and with respect to the Tenant's Fit-Up provided for in article 3.12 of this Lease and the Tenant shall maintain the said Letter of Credit in good standing until completion of Fit-Up and written certification by a qualified architect that all work is compliant with the Building Code and all subtrades and suppliers have been paid. Upon satisfaction of the Tenant's obligations, the said Letter of Credit shall be returned by the Landlord. The Tenant may substitute a Bank Draft or Certified Cheque of the Letter to Credit and all of the same provisions shall otherwise apply "mutatis mutandis".

(b) Upon execution of this Agreement the Tenant shall provide the Landlord with a cheque payable to the Landlord in the amount of \$2,000.00 inclusive of HST to be applied without interest to first month's rent and the balance to any default or last month's rent.

ARTICLE III - OPERATING PROVISIONS

A. TENANT'S COVENANTS

3.01 Use

The Tenant covenants to use the Demised Premises for the purpose of a pharmacy lawfully authorized and compliant with the laws of the Province of Ontario and for no other purpose. The Tenant will not do anything upon the Demised Premises that will constitute a nuisance or obstruction to the Landlord or to any other tenant of the building and, without limiting the generality of the foregoing the Tenant will not, without the Landlord's consent in writing, permit the Demised Premises to be used for the purposes of the following:

- (a) a private auction or a fire, bulk, going out of business or bankruptcy sale or auction, other than a bulk sale to an assignee or subtenant pursuant to an Assignment or sublease which was consented to;
- (b) a special sale other than one incidental to the normal routine of the Tenant's business upon the Demised Premises with its regular customers;
- (c) a store for the sale of second-hand goods or surplus articles, insurance salvage stock, fire-sale or bankruptcy stock;
- (d) wholesale merchandising;
- (e) a business which, because of the merchandising methods likely to be used, would tend to lower the character of the Centre;
- (f) a mail order business or business for the sale of goods the majority of which sales are the result of orders from catalogues or an order office;

- (g) an operation in any line of merchandise which makes a practice of unethical or deceptive advertising or selling procedures;
- (h) sleeping apartments or lodging rooms;
- (i) a purpose in contravention of any municipal, provincial or federal statutes, regulations or by-laws;
- (j) any use which would result in a material increase in insurance costs for the centre;
- (k) or, an unlawful purpose.

3.02 Insurance

- (a) The Tenant shall obtain and maintain in force a policy or policies of insurance in form, amount and with insurers all acceptable to the Landlord for the Term herein provided covering the Landlord, as its interest may appear, and covering the Tenant with respect to the following:
 - (i) All risks direct damage insurance upon its merchandise, stock-in-trade, furniture, plate glass, fixtures and improvements to the full replacement value;
 - (ii) Comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising out of all operations upon the Demised Premises and indemnifying the Landlord to a limit of three million (\$3,000,000.00) dollars per occurrence, inclusive;
 - (iii) Workplace Safety coverage or similar insurance affording statutory coverage and containing statutory limits, when the Tenant is statutorily so obliged.
- (b) Each insurance policy referred to above shall name the Landlord or anyone designated by the Landlord as an additional insured, as their interests may appear and will contain, as appropriate, a waiver of rights of subrogation against the Landlord or others designated by the Landlord, against claims by the Tenant as if the Landlord and Tenant were separately insured.
- (c) Each insurance policy will provide that the policy will not be cancelled by the insurer or the insured without first giving the Landlord thirty (30) days notice in writing.
- (d) A certified copy of each policy of insurance will be provided to the Landlord, first on the commencement of the Term herein provided, and next on each anniversary of the said date until the Term has expired and the Tenant has vacated the Demised Premises.
- (e) If an insurance policy is not obtained or maintained by the Tenant as herein provided, the Landlord may do so and the costs of same plus fifteen per cent (15%) overhead shall be Additional Rent, as provided in Section 2.03 (d), immediately due and payable on the first day of the month next following payment by the Landlord.
- (f) The Landlord shall not be responsible for any personal injuries which shall be sustained by the Tenant or any employee, customer, or other person who may be upon the Demised Premises, all risks of such injury being assumed by the Tenant, who shall hold the Landlord harmless.
- (g) the Landlord shall not be responsible for any damage to plate glass, windows or doors resulting from the negligence or intentional acts of the Tenant, its employees, agents, invitees, or any third parties. In the event of any such damage, the Tenant shall bear the cost of repair and replacement to the Landlord's standard.

- (h) The Tenant covenants with the said Landlord that its said business to be so carried on in the said building will not be of such a nature as to increase the insurance risk on the Demised Premises or cause the Landlord to pay an increased rate of insurance premiums on the said Demised Premises by reason thereof and it is distinctly understood that in case said business so carried on by the Tenant is or becomes of such a nature to increase the insurance risk, or causes the Landlord and/or other occupants of the building to pay an increased rate of insurance premiums, that the Tenant will from time to time pay to the Landlord the increased amount of insurance premiums which the said Landlord and other occupants of the said building have to pay in consequence thereof; provided that the Tenant covenants that it will not carry on or permit to be carried on any business in the said building which may make void or voidable any insurance held by the Landlord of the other occupants of the said building.

3.03 Repair

The Tenant shall maintain and repair the Demised Premises, including external plate glass and doors and including painting and flooring, and permit the Landlord to enter and view the state of repair, according to notice in writing, and leave the Demised Premises in good repair, all of the foregoing subject to reasonable wear and tear and damage by fire, lightning and tempest excepted. The state of repair shall, at the Landlord's option, be that state of repair of the Demised Premises which existed at the commencement of the Lease and as provided to the Tenant by the Landlord, or a state of repair which renders the Demised Premises leaseable to another tenant by the Landlord. Without limiting the generality of the foregoing, the Tenant shall repair and replace any damage or loss occasioned to plate glass in exterior windows and doors.

3.04 Assignment and Subletting

The Tenant shall not assign or sublet all or part of the Demised Premises without leave of the Landlord, which leave shall not unreasonably be withheld; provided however, that such leave to any assignment or sublease shall not relieve the Tenant or the Guarantor from the obligations for the observance and performance of the covenants, terms and conditions of this Lease.

Provided further that:

- (a) If at any time the Tenant proposes to assign or sublet the Demised Premises, it shall send to the Landlord a notice setting forth the name and address of the proposed assignee or subtenant and such information as to the nature of its business and its financial responsibility as the Landlord may reasonably require, together with all the terms and conditions of the proposed Assignment or Sublease.
- (b) The Tenant shall pay to the Landlord the sum of \$1,000.00 plus HST as an administrative fee within seven (7) days of the Landlord granting leave to the proposed Assignment or Sublease, and preparation of necessary documentation otherwise such leave will be void and without effect.
- (c) No such Assignment or Sublease shall be valid unless within seven (7) days after the execution thereof, the Tenant shall deliver to the Landlord:
- (i) a duplicate original of such Sublease duly executed by the Tenant and subtenant; and
 - (ii) in the case of any Assignment, an instrument duly executed by the Assignee, in a form satisfactory to the Landlord, wherein such Assignee shall assume the Tenant's obligations for the observance and performance of the covenants, terms and conditions of this Lease.
- (d) The Tenant hereby waives and renounces the benefit of any present or future act of the Legislature of Ontario which would allow the Tenant to assign or sublet this Lease without further leave of the Landlord.

- (e) If the Tenant receives consent under Section 3.06 herein, and if any part of the Rent reserved herein shall be computed as a percentage of sales, the Landlord's consent shall be subject to the condition that all Rents payable by the assignee or subtenant to the Landlord thereafter shall not be less than an amount equal to the average annual combined Rents paid by the Tenant during the two (2) full years immediately preceding any such Assignment or Sublease, or the highest Rents since the Lease commencement date, if the Tenant, at the time of the Assignment or Sublease, has been occupying the Demised Premises for less than two (2) full Lease years.
- (f) Any sale of the majority of shares of the Tenant or any substantial sale of the Tenant's assets shall be deemed to be an Assignment of this Lease, and the provisions of Section 3.06 shall apply.
- (g) Notwithstanding the foregoing, the Landlord shall have no obligation to consent to an assignment or sub-let of the Demised Premises or any part thereof if the proposed use is materially different from that provided for in Article 3.01 or if the proposed use would in any way result in any charge, cost or expense being assigned to the Landlord or other tenants of the Centre.

3.05 Fixtures

The Tenant covenants that no fixtures, goods or chattels of any kind will, except in the ordinary course of business, be removed from the Demised Premises during the Term hereby demised or at any time thereafter without the written consent of the Landlord, its successors or assigns, being first had and obtained, until all Rent in arrears as well as all Rent to become due during the remainder of the Term hereby granted shall have been fully paid, or the payment thereof secured to the satisfaction of the Landlord or its assigns.

The Tenant further covenants, at the expiration of the Term hereby granted, or any extension thereof, all fixtures shall remain upon the Demised Premises unless specifically excepted herein and if specifically excepted, they may then be taken down by the Tenant at the Tenant's expense, provided that the Tenant shall make good all damage occasioned to the Demised Premises by the taking down or removal thereof.

3.06 Alterations, Partitions, etc.

The Tenant covenants that if the Tenant shall, during the said Term, desire to affix or erect partitions, counters or fixtures in any part of the walls, floors or ceilings of the Demised Premises, it may do so at its own expense at any time and from time to time provided that the Tenant's rights to make such alterations to the Demised Premises shall be subject to the following conditions:

- (a) Before undertaking any such alterations, the Tenant shall submit to the Landlord a plan showing the proposed alterations and shall obtain the approval and consent of the Landlord to the same.
- (b) All such alterations shall conform to all provincial, municipal and building by-laws and codes, then in force affecting the Demised Premises. Before construction, the Tenant shall provide to the Landlord a copy of the building permit and plans approved by the building authority. All inspection reports made by the building authority shall be promptly provided to the Landlord. No improvements may be occupied without provision to the Landlord of the building authority's Occupancy Permit.
- (c) That such alterations will not be of such kind or extent as to, in any manner, weaken the structure of the building after the alterations are completed or reduce the value of the building.
- (d) The Tenant shall comply with the provisions of the *Construction Lien Act*, R.S.O. 1990, Chapter c.30, and save the Landlord harmless from any liability imposed upon the Landlord by this said Act. Before commencing construction and as a condition of the Landlord's approval, the Tenant shall provide to the Landlord in a form acceptable to the Landlord, an irrevocable Letter of Credit from a federally chartered bank equal to the sum of fifteen percent (15%) of the total contract price as certified by the Landlord's Architect. The Letter of Credit

shall provide that the Landlord may draw upon same to satisfy any liability imposed upon the Landlord under the said Act.

- (e) The Tenant shall obtain a performance bond from the contractor to ensure due and satisfactory performance of the contractor's obligations to construct, in a form acceptable to the Landlord. The Tenant shall provide a copy of same to the Landlord as a condition of the Landlord's approval.
- (f) As a condition of the Landlord's approval, the Tenant shall provide a certificate of insurance in addition to that required pursuant to Section 3.04 and specific to the works to be performed, which certificate will provide for a third-party liability in the amount of three million dollars (\$3,000,000.00) per occurrence, and the Landlord as a named insured and as its interests may appear.
- (g) Notwithstanding the provisions of sub-paragraphs (d) and (e), provided the Landlord's estimate, acting reasonably of the cost of construction does not exceed \$20,000.00, no Letter of Credit or Performance Bond shall be required.

Except as provided herein, the Tenant will not erect or affix or remove or change the location or style of any partitions or fixtures, without the written consent of the Landlord being first had and obtained.

3.07 Rules and Regulations

The Tenant covenants that the Tenant and its clerks, servants and agents will, at all times during the occupancy of the Demised Premises, observe and conform to such reasonable rules and regulations as shall be made by the Landlord from time to time including the rules and regulations set forth in Schedule B attached hereto and of which the Tenant shall be notified, such rules and regulations being deemed to be incorporated in and form part of these presents.

3.08 Signs

No advertising or identification shall be placed on the exterior of the building or the Demised Premises, without the written approval of the Landlord. The Landlord shall provide a sign at the entrance to the Demised Premises and on the Directory in the front lobby at the commencement of the Lease but any change to the signage thereafter shall be at the Tenant's sole expense.

B. LANDLORD'S COVENANTS

3.09 Repair

The Landlord covenants during the Term provided for herein, it shall maintain in good order and condition and in a good state of repair, the common areas and facilities of the building in accordance with first-class building practices and standards, having regard to the type and location of the building as a prudent owner and operator.

3.10 Heating and Air-conditioning

Subject to the provisions of Article 4.01, Force Majeure, the Landlord covenants to equip the Demised Premises with heating and air-conditioning in good working order, capable of maintaining therein a minimum temperature of sixty-five (65°) degrees Fahrenheit during the winter months and a maximum temperature of seventy-five (75°) degrees Fahrenheit during the summer months, under normal retail or office use.

The Tenant shall pay promptly and directly to the supplier for any and all heating and air-conditioning costs which are billed and/or charged by the supplier to the Tenant and for any and all costs associated with heating, air-conditioning and ventilation billed and/or charged by the supplier to the Landlord for the use of the Demised Premises.

3.11 Parking

If parking spaces are set aside by the Landlord for the Tenant or its employees, only such spaces shall be used by them.

3.12 Fit-up

The Tenant acknowledges that the Demised Premises are provided on an as is basis and the Landlord shall have no obligation to fit-up the Demised Premises.

The Tenant acknowledges that it shall be solely responsible for any communications, security or any equipment, appliances, furniture or fixtures required to conduct his business at its own cost.

Any other works or improvements to the Demised Premises to enable the Tenant to use the Demised Premises as contemplated in Article 3.01 shall be performed by the Tenant at the Tenant's sole expense subject to the approval of the Landlord acting reasonably and all such work shall comply with existing building codes and any necessary permits shall be obtained by the Tenant and shall be promptly provided to the Landlord including any inspection reports and occupancy permits.

ARTICLE IV - PERFORMANCE, DEFAULT, REMEDIES, NOTICE AND TERMINATION

4.01 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labour troubles, inability to procure materials, failure of power, inability to obtain a building permit, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of the delay. The provisions for this clause shall not entitle either party hereto to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

4.02 Default and Landlord's Remedies

(1) The Tenant shall be in Default and deemed to be in Default when:

(a) The Tenant has failed to pay Rent including any interest accrued or administrative fee charged for a period of 7 consecutive days, regardless of whether demand for payment has been made or not;

(b) The Tenant has breached a covenant(s) or failed to perform any obligation(s) under this Lease; and:

(i) the Landlord has given written notice specifying the nature of the default and the steps required to correct it; and

(ii) the Tenant has failed to correct the default as required by the notice within five (5) business days of the notice;

(c) The Tenant has:

(i) become bankrupt or insolvent or made an assignment for the benefit of Creditors;

(ii) had his property seized or attached in satisfaction of a judgment;

(iii) had a receiver appointed;

- (iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property;
 - (v) without the consent of the Landlord, made or entered into an agreement to make a sale of his assets to which the Bulk Sales Act applies;
 - (vi) taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation.
- (d) Any insurance policy is cancelled or not renewed by reason of the use or occupation of the Demised Premises, or by reason of non-payment of premiums;
- (e) the Demised Premises:
- (i) become vacant or remain unoccupied for a period of 30 consecutive days; or
 - (ii) are not open for business on more than thirty (30) business days in any twelve (12) month period or on any twelve (12) consecutive business days;
 - (iii) are used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord.
- (2) When Default on the part of the Tenant has occurred:
- (a) the current month's Rent together with the next three months' Rent shall become due and payable immediately; and
 - (b) the Landlord shall have the right to terminate this Lease and to re-enter the Demised Premises and deal with them as he may choose.
- (3) If, because Default has occurred, the Landlord exercises his right to terminate this Lease and re-enter the Demised Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease until the Landlord has re-let the Demised Premises or otherwise dealt with the Demised Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord, and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new tenant pays to the Landlord.
- (4) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the Term of this Lease shall not be exempt from levy by distress for Rent in arrears and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:
- (i) the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement; and
 - (ii) the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.
- (5) If, when a Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Demised Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (6) If, when a Default has occurred, the Landlord chooses to waive his right to exercise the remedies available to him under this Lease or at law the waiver shall not constitute condonation of the Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising his remedies with respect to a subsequent Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

4.03 Damage to Demised Premises

If during the Term herein or any extension thereof, the Demised Premises shall be destroyed or damaged by fire or other cause, then the following provisions shall apply:

- (a) If the damage or destruction renders the Demised Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 180 clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Demised Premises to the Landlord, and the Rent from the time of the surrender shall abate;
- (b) If the Demised Premises can with reasonable diligence be repaired and rendered fit for occupancy within 180 days from the happening of the damage or destruction, but the damage renders the Demised Premises wholly unfit for occupancy, then the Rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Demised Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;
- (c) If the Demised Premises can be repaired within 180 days as aforesaid, but the damage is such that the Demised Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.

Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.

4.04 Abatement of Rent

Save and except as provided in Article 4.03, there shall be no abatement from or reduction of Rent due hereunder, nor shall the Tenant be entitled to damages, losses, costs or disbursements from the Landlord during the Term hereby created, caused by or on account of fire or the elements (except as above), water, sprinkler systems, partial or temporary failure or stoppage of electricity, power, heat, light, electricity or plumbing service in or to the Demised Premises or building, or by acts of God, strikes, accidents, the making of alterations, repairs, renewals, improvements, failure of supply or equipment, structural changes to the said 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. Save as provided hereinbefore, there shall be no abatement.

4.05 Sale

In the event of a sale of the Demised Premises or if the said premises are expropriated or condemned by any Department of the Federal, Provincial or Municipal Governments, the Landlord shall have the right to terminate this Lease upon giving twelve (12) months notice in writing to the Tenant of its intentions so to do, or by paying the Tenant a bonus of twelve (12) months Rent, in which latter event, the Tenant undertakes to vacate the Demised Premises at the expiration of sixty (60) days from delivery of such notice. In addition hereto, in the event that the Landlord elects to terminate the Lease, the Landlord shall pay to the Tenant, the Tenant's undepreciated capital cost of leasehold improvements as of the date upon which the Tenant vacates the Demised Premises, which sum shall be certified as and in accordance with generally accepted accounting principles by accountants designated by the Landlord.

4.06 Bankruptcy or Insolvency

If the Term hereby granted or the goods and chattels of the Tenant, or any Assignee or Subtenant shall be at any time seized or taken in execution or attachment, or if the Tenant or any such Assignee or Subtenant shall make an assignment for the benefit of creditors or shall become bankrupt or insolvent, or make a proposal to its creditors, or without the consent of the Landlord being first obtained in writing, shall make a sale, under *The Bulk Sales Act*, in respect of goods on the Demised Premises, or being a company shall become subject to any order relating to liquidation or winding up, either voluntary or compulsory, the said Term shall

immediately become forfeited and void, and an amount equivalent to the next ensuing three (3) months Rent shall be at once due and payable, and the Landlord may re-enter and take possession of the Demised Premises as though the Tenant or other occupant or occupants of the Demised Premises was or were holding over after the expiration of the Term without any right whatever.

4.07 Guarantor

The Guarantors, in consideration of the demise to the Tenant and other valuable consideration, hereby directly and unconditionally guarantees to and covenants with the Landlord that the Tenant will duly perform, observe and keep each and every covenant, proviso, condition and agreement in this Lease on the part of the Tenant to be performed, observed and kept, including the payment of Rent and all other sums and payments agreed to be paid or payable under this Lease on the days and at the times and in the manner herein specified, and that if any default shall be made by the Tenant, whether in payment of any Rent or other sums from time to time falling due hereunder as and when the same become due and payable or in the performance, observance or keeping of any of the said covenants, provisos, conditions or agreements which, under the terms of this Lease are to be performed, observed or kept by the Tenant, the Guarantors will forthwith pay to the Landlord on demand the said Rent and other sums in respect of which such default shall have occurred and all damages that may arise in consequence of the nonobservance or nonperformance of any of the said covenants, provisos, conditions or agreements.

The Guarantors covenant with the Landlord that the Guarantors are jointly and severally bound with the Tenant for the fulfilment of all obligations of the Tenant under this Lease. In the enforcement of its rights hereunder, the Landlord may proceed against the Guarantors as if the Guarantors were named Tenant hereunder.

The Guarantors hereby waive any rights to require the Landlord to proceed against the Tenant or to proceed against or to exhaust any security held from the Tenant or to pursue any other remedy whatsoever which may be available to the Landlord before proceeding against the Guarantors.

No neglect or forbearance of the Landlord in endeavouring to obtain payment of the Rent reserved herein or other payments required to be made under the provisions of this Lease as and when the same became due, no delay of the Landlord in taking any steps to enforce performance or observance of the several covenants, provisos or conditions contained in this Lease to be performed, observed or kept by the Tenant, no extension or extensions of time which may be given by the Landlord from time to time to the Tenant, and no other act or failure to act of or by the Landlord shall release, discharge or in any way reduce the obligations of the Guarantors under the guarantee contained in this Section 4.07.

In the event of a determination or termination of this Lease other than by a surrender accepted by the Landlord, or in the event of the bankruptcy or insolvency of the Tenant, or in the event of a disclaimer or repudiation of this Lease pursuant to any statute, the Guarantors agree to pay to the Landlord all Rents or other amounts payable hereunder for the full Term of this Lease notwithstanding any such disclaimer, repudiation, bankruptcy, insolvency, or limitation and the Guarantors shall execute a new Lease for the Demised Premises between the Landlord as Landlord and the Guarantors as Tenant for a term equal in duration to the residue of the Term remaining unexpired at the date of such termination of such disclaimer. Such Lease shall contain the like Landlord's and Tenant's obligations respectively and the like covenants, provisos, agreements and conditions in all respects (including the proviso for re-entry) as are contained in this Lease.

The Guarantors hereby submit to the jurisdiction of the Courts of the Province of Ontario in any action or proceeding whatsoever by the Landlord to enforce its rights hereunder.

The Guarantors acknowledge that they have the right and opportunity to independent legal advice, but have not exercised and waives the right. The Guarantors acknowledge that they executed this Lease fully aware of his rights and liabilities, voluntarily and without duress or undue influence.

4.08 Notice to Vacate and Overholding

Should the Tenant overhold after the expiration of the Term of this Lease, and should the Landlord accept Rent for the Demised Premises, the Tenant shall pay to the Landlord the then current Rent at double the rate for the Demises Premises and the Tenant shall hold the said Demised Premises as a monthly tenant only of the Landlord but subject in all other respects to the terms and conditions of this Lease.

4.09 Exhibiting Premises

The Tenant covenants to permit the Landlord or its agents or servants to enter and show the Demised Premises, during normal business hours, to prospective purchasers of the building and may after notice of termination of this Lease has been given or within the last six (6) months of the Term, enter and show the Demised Premises to prospective tenants and erect signs stating that the premises are To Let. The Landlord shall provide to the Tenant 24 hours' notice that it intends to exhibit the Demised Premises.

4.10 Notices

Any notice which either of the parties is required or permitted to give to the other pursuant to any provision of this Lease shall be in writing and may be delivered by hand or by registered mail or a nationally recognized courier service to the parties addressed as set out below:

Landlord: Township of Greater Madawaska
P.O. Box 180, 19 Parnell Street
Calabogie, Ontario K0J 1H0

Tenant: Calabogie Pharmacy Ltd.
143 Westover Crescent
Ottawa, Ontario K2T 0K6

Tenant /Guarantor:	Khaled Hassan Darwish 143 Westover Crescent Ottawa, Ontario K2T 0K6	Sherif Kamal Mo Hassan 31 Loyal Blue Crescent Richmond Hill, Ont L4S 1A3
--------------------	---	--

ARTICLE V - GENERAL PROVISIONS

5.01 Subordination

- (a) Subject to Section 5.01(c), this Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Demised Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or refinancing, including extensions, renewals or replacements of the Landlord's interest in the property and any prior and existing leases granting rights of use
- (b) Upon the request of the Landlord, the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.
- (c) No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Demised Premises by the Tenant as long as the Tenant performs his obligations under this Lease.
- (d) The Tenant' shall not register this Lease or Notice of Lease in the Registry Office or Land Titles Office.
- (e) Upon request, the Tenant shall within five (5) days provide on a written form to the Landlord an Estoppel Certificate confirming the basic terms of tenancy and the status of the same.

5.02 Interpretation

- (a) The words importing singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (b) Unless the context otherwise requires, the word Landlord and the word Tenant, wherever used herein, shall be construed to include and shall mean the executors, administrators, successors and/or assigns of the said Landlord and Tenant, respectively, and when there are two (2) or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.
- (c) The provision of this Lease shall be binding upon the parties, heirs, executors, administrators, successors and assigns as the case may be.
- (d) Words which have been defined in Article 1.01 or elsewhere in this Lease or any schedule attached hereto shall have that defined meaning when the said words, singular or plural are used elsewhere in this Lease or any schedule attached hereto.

5.03 Entire Agreement

This Lease and the Schedules, if any, attached together set forth all covenants, promises, agreements, conditions and understandings between the Landlord and the Tenant concerning the Demised Premises and there are no other covenants, promises, agreements, conditions or understandings, either oral or written, between them. No alteration or amendment to this Lease will be binding upon the Landlord or the Tenant unless in writing and signed by the Tenant and by an authorized representative of the Landlord.

IN WITNESS WHEREOF the parties hereto have executed these presents.

Signed, Sealed and Delivered	)	TOWNSHIP OF GREATER MADAWASKA
)	
)	
)	
	)	Per: _____
_____)	
Witness	)	I have authority to bind the corporation
)	
	)	CALABOGIE PHARMACY LTD.
)	
)	
	)	Per: _____
_____)	
Witness	)	I have authority to bind the corporation
)	
)	
_____)	_____
Witness	)	Khaled Hassan Darwish as Tenant
)	
)	
_____)	_____
Witness	)	Sherif Kamal Mo Hassan as Tenant
)	
)	
_____)	_____
Witness Guarantor	)	KHALED HASSAN DARWISH as Guarantor
)	
)	
_____)	_____
Witness Guarantor	)	SHERIF KAMAL MO HASSAN as Guarantor

SCHEDULE C - RULES AND REGULATIONS

1. No means of ingress to or egress from the Demised Premises or the buildings shall be obstructed.
2. The doors and windows of the Demised Premises which reflect or admit light into any part of the building shall not be covered or otherwise obstructed and no shades, screens, blinds or awnings shall be put up, on or over any door or window except as shall be provided by the Landlord or approved by it in writing.
3. The Landlord reserves the right to limit the weight and to prescribe the position in the Demised Premises of all metal safes, furniture, equipment and machinery and stock of merchandise. No such articles which while being moved might damage the building shall be brought on to or removed from or relocated in the Demised Premises except at such hours and in such manner and subject to such conditions and precautions as the Landlord may prescribe. Any damage thereby occasioned by the Tenant or any person subject to the Tenant shall be made good at expense of the Tenant.
4. Nothing shall be thrown out of any door, window, or on to any balcony, corridor or stairway or down any window area and no window sill, balcony, railing, fire escape or ramp shall be encumbered with any article or thing. Water closets and plumbing fixtures shall be used only for the purposes for which they were provided.
5. All garbage must be properly wrapped and placed in proper sanitary receptacles and no garbage receptacle therefore shall be placed outside the Demised Premises except at such hours as the Landlord or the municipal authorities may prescribe. The Tenant shall be responsible for disposal of all its garbage from the main building. If the Landlord supplies or is required to supply any such receptacle, the cost thereof shall be paid by and recoverable from the Tenant as Rent in arrears. If the Landlord provides separate receptacles for recycling, the Tenant shall be required to separate its garbage and recyclables and to use the separation receptacles for recycling.
6. No wires or pipes shall be introduced into the building and no spikes, hooks, screws or nails shall be put into the walls, ceiling or woodwork of the building without the prior written consent of the Landlord and no telephone, communication or security system shall be installed in the Demised Premises unless and until the method of installation has been approved in writing by the Landlord.
7. No animal, bird or vehicle shall be kept on the Demised Premises or brought into the building.
8. No one shall use the Demised Premises as a sleeping apartment.
9. Windows or doors must not be left open so as to admit rain or snow or so as to interfere with the heating of the building.
10. No radio, satellite dish, communication device, television aerial or antenna shall be affixed to any part of the building without the written consent of the Landlord which consent may be arbitrarily withheld or, if given, may be withdrawn without cause stated.
11. No musical instrument or audio equipment shall be played or used in the Demised Premises without the express written consent of the Landlord which may be withdrawn by the Landlord in the event that the same interferes with the use of any other Tenant as adjudged by the Landlord in its sole discretion.
12. No additional lock shall be placed on any door and no door keys shall be cut or used unless approved by the Landlord. If additional or duplicate keys are required, the same will be supplied by the Landlord at the Tenant's expense. Upon the expiration or prior determination of this Lease, the Tenant shall surrender all keys of the Demised Premises or the building and shall reimburse the Landlord for the cost of replacing any such keys which the Tenant fails to surrender.
13. All wheeled vehicles used within the building shall be equipped with rubber wheels or like material and be constructed so as not to damage the building.

DATED: July 19, 2017

BETWEEN:

TOWNSHIP OF GREATER MADAWASKA

AND:

CALABOGIE PHARMACY LTD.,
KHALED HASSAN DARWISH and SHERIF KAMAL MO HASSAN

AND:

KHALED HASSAN DARWISH and SHERIF KAMAL MO HASSAN

L E A S E

Mirsky Pascoe
Barristers and Solicitors
300 - 2039 Robertson Road
Ottawa, Ontario K2H 8R2
PSM/sf

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

BY-LAW 54-2017

Being a By-Law to confirm the proceedings of
The Council of The Corporation of The Township of Greater Madawaska

WHEREAS Section 8 of the Municipal Act, 2001, as amended, provides that a municipality has the capacity, rights and powers of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Subsection 5(1) of the Municipal Act, 2001, as amended, provides that the powers of a municipality shall be exercised by its Council;

AND WHEREAS Subsection 5(3) of the Municipal Act, 2001, as amended, provides that a municipal power, including the municipality's capacity, rights, powers and privileges under Section 8 of the Municipal Act 2001, as amended, 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 Township of Greater Madawaska adopted By-Law No. 79-2016 on November 28, 2016, establishing the rules of order and procedures for the Council;

AND WHEREAS provision was made in By-Law No. 79-2016 for enactment of a Confirmatory By-Law at the end of each Regular Meeting to confirm recommendations and actions approved at that meeting;

AND WHEREAS the Council of the Corporation of the Township of Greater Madawaska 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 TOWNSHIP OF GREATER MADAWASKA ENACTS AS FOLLOWS:

- 1) THAT the actions of the Council of the Corporation of the Township of Greater Madawaska at its Regular or Special meeting(s) held on the date(s) listed below in respect of every report, motion, resolution, or other action passed and taken by Council, 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.

DATE OF MEETING(S)

July 19, 2017 Special Council Meeting

- 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 Township of Greater Madawaska 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 Township of Greater Madawaska.

- 3) THAT any 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 Township of Greater Madawaska are hereby authorized and directed to do all things necessary to give effect to the said actions or to obtain approvals where required, are to execute all documents as may be necessary in that behalf, and the CAO or his/her designate is hereby authorized and directed to affix the Corporate Seal to all such documents.

READ a first and second time this 19th of July, 2017

READ a third time and passed this 19th of July, 2017

Glenda McKay
Mayor

Allison Holtzhauer
CAO Clerk/Treasurer