The Corporation of

THE TOWNSHIP OF TE4AGAMI

BY-LAW NO. 78-23

Being a by-law to authorize the signing of an agreement with the Governmen: of Ontario

WHEREAS the Corporation of The Township of Temagami wishes to enter into agreement with :he Crown for the management of a Provincial Mobile Home Par , located within the Township of Temagami.

BE IT THEREFORE ENACTED that the Reeve and Clerk-Treasurer be and they are hereby authorized to execute an agreement under the seal of the Corporation of The Township of Temagami with Her Majesty the Queen in right of Ontario as represented by the Minister of Northern Affairs, a copy of which is attached as a Schedule tc this by-law which provides among other things that the Corporation shall act as the agent of the Province with respect to the management of the Provincially-constructed mobile tome park for an indefinite period and may be terminated at ;ny time by either party.

Read a First, Second and Third time

this 1 3th day of * Jun 1978

Reeve

CI 1 T

14.23

MINISTRY OF NORTHERN AFFAIRS

AGREEMENT

This Agreement made In triplicate this

day of

, 1978.

BETWEEN:

HER MAJESTY THE QUEEN 1n right of the Province of Ontario as represented by the Minister of Northern Affairs hereinafter referred to as the "Province",

OF THE FIRST PART,

AND:

THE CORPORATION OF THE TOWNSHIP OF TENAGAMI as represented by the Reeve of the Township, hereinafter referred to as the "Township",

OF THE SECOND PART.

WHEREAS the Province has developed a mobile home park on Crown land within the Township;

AND WHEREAS the Province wishes to appoint the Township as Its agent to manage the mobile home park;

AND WHEREAS the Township by By-law No.11 has duly passed the I'5^{<x} day of ***•=" A,D; 1978, has authorized the Reeve and the Secretary-Treasurer of the said Township to execute this Agreement on behalf of the Township;

NOW THEREFORE WITNESSETH that 1n consideration of the premises and covenants contained herein the parties agree as follows:

- 1. The Township shall act as the agent of the Province with respect to the management of the mobile home park.
- 2. The Township 1s hereby authorized to levy a monthly rental fee of Fifty Dollars (\$50.00 Including water and sewer rates) directly upon the occupier of each mobile home within the park.
- 3. The Township shall retain 5% of the rental payment referred to 1n paragraph 2, as payment for its administrative costs incurred 1n the management of the mobile home park.
- 4. The Township shall forward to the Province quarter-yearly, the balance of funds on hand representing rental payments received less the Township's management fee plus costs of minor repairs.

It 1s understood and agreed however, that the costs of all normal municipal maintenance, for example, snowplowing, road grading, ditch cleaning, shall be borne by the Township.

- 5. The Province authorizes the Township to make all repu necessary for the proper maintenance of the mobile home park provided that where the costs of repairs exceeds Five Hundred Dollars (\$500.00), the Township undertakes to obtain the prlbr approval of the Province, whenever possible.
- 6. The Township agrees that the Province or 1t\$ representative shall be permitted the right of Inspection at all reasonable times for the purpose of verifying Invoices, progress reports or obtaining any Information which the Province may require.
- 7. Either the Province or the Township may at any time by notice 1n writing to the other suspend or terminate the whole or any part of this Agreement.
- 8. Any notice herein provided for or given hereunder 1f given by the Province to the Township shall be sufficiently given 1f mailed to the Township by prepaid registered |post addressed to:

Mr. W. Spooner Reeve Township of Temagaml Box 218, Lakeshore Road TEHA6AMI. Ontario POH 2H0

 Any notice herein provided for or given hereunder 1f mailed by the Township to the Province shall be sufficiently given 1f mailed to the Province by prepaid registered post addressed to:

Mr. Tom Campbell
Deputy Minister
Ministry of Northern Affairs
10th Floor, 10 Wellesley St. E.
TORONTO, Ontario
M4Y 1G2

10. This Agreement shall be deemed to have come into effect on the day of , 1978.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Province by the Minister of Northern Affairs and on behalf of the Township by the Reeve and Secretary-Treasurer.

SIGNED. SEALED AND DELIVERED)

In the presence of:

X. Co Donner

eeve, Immship

Secretary-Treasurer, Township of

Temagami