

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 13-1091

Being a by-law to authorize the Mayor and Chief Administrative Officer to execute a Letter of Understanding with the Friends of Parks and Rec for running the Canteen at the Temagami Community Centre for the 2012/13 arena season.

WHEREAS under Section 8 (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, 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 and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS under Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, 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 the Council of the Municipality of Temagami deems it desirable to enter into a Letter of Understanding with the Friends of Parks and Recreation for running the Canteen at the Temagami Arena;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the Mayor and Chief Administrative Officer are hereby authorized and directed to execute the Letter of Understanding attached hereto as Schedule "A" and forming part of this bylaw.
2. That this bylaw shall come into force and take effect upon final passing thereof.
3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

BE TAKEN AS READ A FIRST time on this 28th day of November, 2012.

READ A SECOND time on this 13th day of December, 2012.

READ A THIRD time and finally passed this 10th day of January, 2013.



Mayor

Clerk

Schedule "A" to By-law 13-1091

LETTER OF UNDERSTANDING

THIS LETTER OF UNDERSTANDING, made the 24th day of Jan, 2013.

BETWEEN: The Friends of Parks and Rec, having been recognized as a committee of Council for the purpose of this Agreement, (Hereinafter called the "Committee ")
OF THE FIRST PART

-AND-

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
(Hereinafter called the
"Municipality") OF THE SECOND
PART

IN CONSIDERATION of the compensation received and the covenants herein contained on the part of the Committee, the Municipality does hereby permit the Committee exclusive use of the canteen of the Temagami Community Centre situated at 100A Spruce Drive in the Municipality of Temagami.

TERM

The term of this Letter of Understanding shall be for a period of Four (4) months, commencing on the 1st day of December, 2012 and continuing uninterrupted until the end of the arena season.

COMPENSATION RATE

The Committee agrees to pay to the Municipality, in compensation for operating costs, a sum of Two Hundred (\$ 200 .00) dollars made payable to the Municipality of Temagami in advance of the execution of this Letter of Understanding. The Committee agrees to pay the sum to the Treasurer of the Municipality.

The compensation amount shall be inclusive of all taxes and basic utilities (heat & hydro)

COMMITTEE-COVENANTS

The Committee covenants and agrees:

- (a) to pay the compensation amount as specified in this agreement.
- (b) that the premises will be used only for the operation of a canteen by the Committee and for no other purposes without the prior written consent of the Municipality. The Municipality acknowledges and agrees that the Committee shall be fully responsible for the operation of the canteen, including determining the hours of operation and the food and beverages to be offered, with the exception that no alcoholic beverages shall be offered.
- (c) to not allow any other parties to use the premises or any part thereof without the prior

Schedule “A” to By-law 13-1091

written consent of the Municipality.

- (d) to comply with all by-laws, rules, regulations and provisions of any municipal, provincial or federal governments.
- (e) that any plans for alterations, renovations or refurbishing of the premises must first be approved by the Municipality and the necessary permits and applications obtained to ensure that the premises will not be defaced, rendered unsafe and in keeping with good standards of public office.
- (f) not to sell, dispose of or remove any goods, chattels, fixtures or equipment belonging to the Committee from the premises unless and until all charges provided for in this agreement are paid and satisfied in full.
- (g) not to construct, affix or expose any sign or signs on any exterior portion of the building or anywhere on the grounds of the premises without first obtaining the permission of the Municipality in writing.
- (h) to comply with the normal acceptable rules of the Municipality within the premises including no smoking, no unlawful assembly, no unlawful destruction of the facilities, etc.
- (i) to allow the Municipality and its officers and agents access to the premises to conduct inspections, view the state of the facilities and to repair the equipment, etc. Prior to accessing the premises, the Municipality shall give reasonable notice to the Committee who may be present at that time.
- (j) that the Municipality shall not be liable to the Committee for any loss or damages, unless it is a result of negligence by the Municipality.
- (k) that the Municipality shall not be responsible to make any repairs whatsoever if the need for making such repairs arises out of the willful act or negligence of the Committee or its employees or volunteers, and the Committee shall in such event be responsible for the making of such repairs.
- (l) that the Committee ensure that all of its employees or volunteers are fully aware and adhere to all Temiskaming Health Unit requirements that are related to the handling, preparation, and serving of food and beverages.
- (m) that the Committee shall provide, to the Municipality at the conclusion of the arena season a report stating the hours that the committee operated the canteen; the number of persons who were served by the canteen; the total revenues, total expenses and net proceeds of the concessions; and the purpose for which those proceeds will be used by the Committee.
- (n) that the Committee shall provide to the CAO or designate in writing any other persons joining the committee, in addition to the list of persons recognized by Council by resolution, who will be working and/or volunteering in the canteen, in order to be covered by the Municipality's liability coverage.

Schedule "A" to By-law 13-1091

The undersigned hereby agrees that failure to abide by all conditions relating to the operation of the canteen may result in the forfeiture of the concession rights and all monies paid.

MUNICIPALITY'S COVENANTS

The Municipality covenants and agrees:

- (a) to provide the canteen at 100A Spruce Drive at the Temagami Community Center to the Committee for the period stated above.
- (b) to cover all "Friends of Parks and Rec" volunteers that have been recognized by the Municipality with the Municipality's liability coverage while working in the Canteen as set out in this agreement.
- (c) to enter the premises of the Committee at reasonable times and with prior notice during business hours to make repair in accordance with this Agreement, without interrupting the Committee's business any more than is reasonably necessary.

DAMAGE TO THE PREMISES

Any question as to the degree of damage or destruction, or the period of time required to repair or rebuild, shall be determined by a professional retained by the Municipality.

The Committee agrees to indemnify the Municipality against all damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities provided according to this Agreement, from any cause whatsoever.

Provided that the damages hereinafter referred to are not the result of any action or inaction on the part of the Municipality, its employees, agents or servants, the Municipality shall not be liable for any damages to any property of the Committee arising from steam, water, rain or snow which may lead into, issue or flow from any part of the said building, or from the gas, water, steam or drainage pipes or plumbing works of the same or from any other place or quarters or for damage caused by or attributable to the conditions or arrangement of any electric or other wires in the building.

TERMINATION

The Municipality and Committee agree that either party may terminate the lease upon not less than Thirty (30) days written notice to the other party at the address provided herein.

NOTICES

Any written notices of information provided for in this Lease Agreement shall be given by mail addressed to the Municipality as follows:

Patrick Cormier, CAO
The Municipality of Temagami
P.O. Box 220
Temagami, Ontario
POH 2H0

Schedule "A" to By-law 13-1091

and addressed to the Committee as follows:

Wendell Gustavson
P.O. Box
Temagami, Ontario
POH 2H0

PERFORMANCE WAIVER

The failure of the Municipality to insist upon a strict performance of any of the agreements, terms and conditions hereof shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions.


The words importing the singular number only shall include the plural and vice versa, and the words importing person, firms, workers, and corporations whenever deemed appropriate and necessary.

SIGNED, SEALED AND DELIVERED

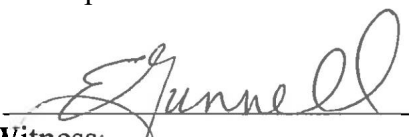
The 07th day of February, 2012 *veg.*


) THE CORPORATION OF THE
) MUNICIPALITY OF TEMAGAMI
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) 
) John Hodgson, Mayor

) 
) Patrick Cormier, CAO
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in the presence of


Witness,
(Print) Elaine Gunnell

) 
) Committee Representative
(Print)

TEMAGAMI PARKS RECREATION/PA
C/O BECKY MULUN, PO BOX 281
TEMAGAMI ONTARIO P0H2H0

GAIN PLAN

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DATE 51 01 2013
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ORDER OF

Municipality of Temagami

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TEMAGAMI
6730 HIGHWAY 11 N.
TEMAGAMI, ONTARIO P0H 2H0

MEMO

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Wendy Suter
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