

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 14-1197

Being a by-law to authorize the Mayor and Clerk to execute a lease agreement with the Temagami and District Chamber of Commerce for the south portion of the Temagami Train Station for the period of June 15, 2014 to October 14, 2014.

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;

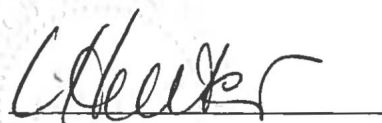
AND WHEREAS the Council of the Municipality of Temagami deems it desirable to enter into an agreement with the Temagami and District Chamber of Commerce to allow them to lease the south portion of the Temagami Train Station for the period of June 15, 2014 to October 14, 2014;

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

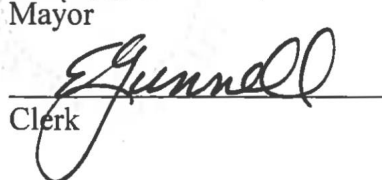
1. That the Mayor and Clerk are hereby authorized and directed to execute The agreement attached hereto as Schedule "A" and forming part of this bylaw.
2. That this bylaw shall come into force and take effect upon final passing thereof.
3. That the Clerk of the Municipality of Temagami is hereby authorized 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 26th day of June, 2014.

READ A SECOND AND THIRD time and finally passed this 17th day of July, 2014.



Mayor



Clerk

Lease Agreement

Between: The Corporation of the Municipality of Temagami
7 Lakeshore Dr, P.O. Box 220
Temagami, Ontario, POH 2H0

Hereinafter
called the Owner

and

The Temagami and District Chamber of Commerce
P.O. Box 57
Temagami, Ontario, POH 2H0

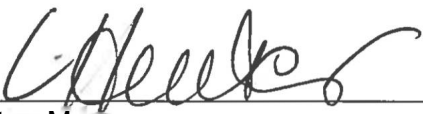
Hereinafter
called the Lessee

1. The Owner agrees to lease to the Lessee the bottom floor of the south end of building space in the Train Station. The Owner does not guarantee that the Lessee will occupy the same area for the term of the lease.
2. The term of the lease will be from June 15, 2014 to October 14, 2014. The rate of the rent for the lease will be \$200.00 per month which includes gas and hydro costs. Phone and internet expenses will be covered by the Lessee.
3. The Lessee will perform any minor maintenance within the Train Station as required and defined in Schedule A, which includes cleaning the washrooms. The Owner will provide tools, supplies, and equipment as required to carry out the maintenance. The Owner will provide training as needed to meet the requirements of the Occupational Health and Safety Act.
4. The Lessee will operate the Information Centre for a minimum of 40 hours per week in the summer season.
5. Prior to initiating any structural improvements by the Lessee within the Train Station, all plans and budget must be submitted to the Owner for approval. Proposed improvements cannot commence prior to receiving written approval from the Owner. All costs are the responsibility of the Lessee.
6. In the event that the Owner must perform improvements to the building that will affect the operations of the Lessee, the Owner will provide 30 days written notice prior to the work commencing.

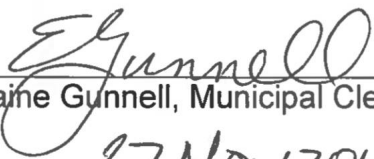
7. The Lessee will not sublet any portion of the Information Centre without prior written approval of the Owner.
8. The Lessee shall provide a copy of its liability insurance in the amount of at least \$1,000,000.00 naming the Municipality of Temagami as being covered for any liability within the Train Station. The Lessee will also provide proof of tenant insurance for the replacement cost of the contents within the Information Centre.
9. This lease can be terminated by either party with 60 days written notice.
10. Failure to follow the terms of this agreement may cause the termination of said agreement upon 60 days written notice by either party.
11. Schedule A will form part of the lease.

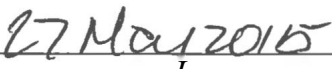
Signed by the duly authorized officers of:

The Corporation of the Municipality of Temagami



Lorie Hunter, Mayor



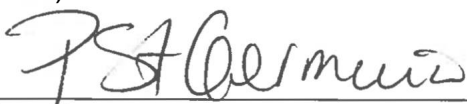
Elaine Gunnell, Municipal Clerk



Date 27 May 2015

The Temagami & District Chamber of Commerce



(Name)



(Name)


Date MAY 21 2015

Schedule A

1. The off season shall be defined as Thanksgiving Day to the Friday of the Victoria Day weekend in May.
2. Maintenance shall include dusting, washing of windows, sweeping of hard surface floors and general tidying and cleanup of the Information Centre and Chamber of Commerce Office.
3. Cleaning of the Information Centre washroom will include sweeping and washing of floors, wiping all counters and walls and mirrors, cleaning of sinks and water closets and replenishing of supplies such as paper towels, toilet tissue, soap etc. as and when required.
4. The Owner will supply cleaning products, tools, and supplies including soaps, detergents, paper products, rags, brooms, mops, buckets, vacuum cleaner etc. as required to perform the tasks noted above.
5. The Owner will permit the Lessee to utilize the photocopier and fax machine. The Lessee will supply its own paper for these purposes. For large photocopier jobs, the Lessee will pay \$1.25 per copy to cover toner costs. Large jobs are defined as 50 copies or more.
6. The Owner can use the train station as required for purposes including, but not limited to emergencies, election activities, etc. with notice as far in advance as possible subject to circumstances.
7. The vacant space in the Welcome Centre can also be used by the Owner and this space will be reserved for the Chamber of Commerce for use in the winter of 2014 and Spring of 2015.

Other:

The Chamber of Commerce will not be entitled to assign this lease.

The Chamber of Commerce will save harmless the Municipality of Temagami against any and all expenses, costs, damages, lawsuits, actions or claims arising from or growing out of any default or neglect by the Chamber of Commerce.

The Chamber of Commerce will provide the Municipality of Temagami with a copy of their financial statement(s) annually.

The Chamber of Commerce will provide the Municipality of Temagami with visitation statistics on an annual basis.

The Chamber of Commerce will openly share information with the Municipality of Temagami.