

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 15-1263

Being a by-law to authorize the Mayor and Chief Administrative Officer to execute an agreement with District School Board Ontario North East for reciprocal use of the Community Centre/Arena and the Temagami Public School.

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 on the 16th day of July 2015, Council passed Resolution 15-392 to receive Memo 2015-M-052 and to approve an agreement with District School Board Ontario North East for reciprocal use of the Community Centre/Arena and the Temagami Public School;


AND WHEREAS the proposed agreement is for a period of five (5) years from September 1, 2015 to August 31, 2015;

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

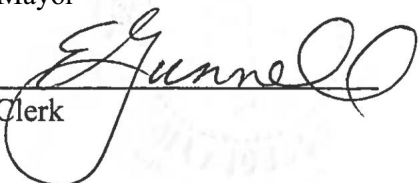
1. That the Mayor and the Chief Administrative Officer are hereby authorized and directed to execute the Agreement attached hereto as Schedule "A" and forming part of this bylaw.
2. That the Mayor and the Chief Administrative Officer are hereby authorized to execute any subsequent extensions to this same agreement.
3. This bylaw shall come into force and take effect upon final passing thereof.
4. 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 17th day of September 2015;

READ A SECOND AND THIRD time and finally passed this 17th day of September 2015.



Mayor



Clerk



JOINT RENTAL AGREEMENT

THIS AGREEMENT made in duplicate this 3rd day of September, 2015.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
(hereinafter called "the Municipality")

AND

DISTRICT SCHOOL BOARD ONTARIO NORTH EAST
(hereinafter called "the Board")

Both parties agree to the joint use of the following facilities at no cost to one another:

Temagami Community Centre/Arena

Temagami Public School

AND WHEREAS it is necessary to establish certain guidelines and rules for the purpose of the joint use of the aforesaid premises';

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual terms and covenants hereinafter contained, the parties hereby agree as follows:

1. The Municipality and the Board agree to rent one another their facilities stated above from September 1, 2015 to August 31, 2020 subject to availability of dates.
2. There will be no charge to either party for the use of the facilities listed above.
3. The Board agrees to cover any and all damages that may occur while using a facility owned by the Municipality.
4. The Municipality agrees to cover any and all damages that may occur while using a facility owned by the Board.
5. The Municipality acknowledges that the Board properties are smoke free as per the Smoke-Free Ontario Act. An exception may be made to accommodate the ritual of "Smudging" as part of a First Nations activity.

6. The Municipality acknowledges no alcoholic beverages (except by Special Permission from the Board) or illegal substances will be allowed or consumed on Board property.
7. When permitted, the parties hereby undertake and agree to comply with all necessary requirements under the Municipal Alcohol Policy and the Liquor License Act, all amendments thereto and all regulations there under.
8. If permitted, each party is responsible for obtaining their own Special Occasion Permit, and must provide a copy to the other party a minimum of two weeks before each event. LCBO regulations must be adhered to.
9. The parties acknowledge and agree that agents and employees of the facility owner shall have access to the premises during the function for the purpose of inspection and ensuring that all regulations hereunder are complied with.
10. Each party shall be responsible for their own set up and clean up and the building shall be left in the same condition as received.
11. Each party is required to obtain their own liability insurance covering the activities while using the facilities. An insurance certificate must be obtained naming each facility owner as an "additional insured".
12. All personal items must be removed at the end of each event (i.e. liquor, empty bottles, food, etc...), except by special permission granted by either party.
13. Each party hereby acknowledges receipt of a copy of this contract, the Municipal Facilities Rental Policy and the Board's Regulations and Conditions for Use of Schools and agrees to abide by all the conditions contained therein.
14. The Damage/Cleaning Deposit form, Facility Rental Checklist/Questionnaire and, where necessary, the Agreement Form for Special Occasion Permit Holder, shall be completed.
15. Each party is responsible for supervising and will be held accountable for all persons attending the event.
16. Supervision of persons will not be provided by the facility owner or their employees or agents.
17. This contract will be reviewed annually and may be terminated by either party at any time.

The Municipality of Temagami
7 Lakeshore Drive
P.O. Box 220
Temagami, Ontario
POH 2H0

District School Board Ontario North East
P.O Box 1020
Timmins, Ontario
P4N 7H7

“IN WITNESS WHEREOF the duly authorized representatives of Temagami Public School and the Corporation of the Municipality of Temagami have duly executed this Agreement.”

SIGNED, SEALED AND DELIVERED

In the presence of

Darlene Cyr yT / Z? >

Witness (Print & Sign)

SCHOOL BOARD ONTARIO NORTH EAST

Pearl Fong-West (f)
Superintendent of Business/Finance & Treasurer
I am legally authorized to bind
District School Board
Ontario North East

SIGNED SEALED AND DELIVERED

In the presence of

Witness (Print & Sign)

Elaine Gunnell

THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI

Patrick Cormier
Chief Administrative Officer

Witness (Print & Sign)

Elaine Guenne

Lone Hunter
Mayor