

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 17-1333

Being a by-law to authorize the Mayor and Clerk to execute a lease with the Temagami and District Chamber of Commerce for Chamber of Commerce and Information Centre space.

WHEREAS under Section 8 of the Municipal Act, 2001, S.O.2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it 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 Corporation of the Municipality of Temagami entered into an agreement with the Temagami and District Chamber of Commerce ("the Chamber") in 2008 for space in the Welcome Centre for the Chamber and for the Chamber to run the Municipality's Information Centre, which agreement expired on the 31st day of December 2012 and has continued on a month to month basis;


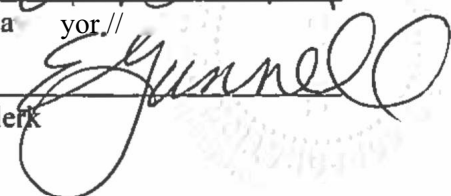
AND WHEREAS on the 23rd day of February 2017 Council received Memo 2017-M-028 and passed resolution 17-129 to confirm their intention to enter into a new lease agreement with the Chamber and to direct that a by-law be drafted to execute said lease,

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

- I. That the Mayor and Clerk are hereby authorized and directed to execute the agreement attached hereto as Schedule "A" to 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 16th day of March 2017.

READ A SECOND AND THIRD time and finally passed this 16th day of March 2017.


Ma yor//

Clerk

THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI
P.O. BOX 220
TEMAGAMI, ONTARIO POH 2H0
(705) 569-3421
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WEBSITE: www.temagami.ca



Lease Agreement


Between: The Municipality of Temagami
7 Lakeshore Dr., Box 220
Temagami, ON POH 2H0
Hereinafter
called the Owner

And

Temagami Chamber of Commerce
P.O. Box 57
Temagami, ON POH 2H0
Hereinafter
called the Lessee

1. The Owner agrees to lease to the Lessee approximately 1,000 square feet of building space in the Welcome Centre. Approximately 250 square feet of this may be used for administration purposes. 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 five years and will be from January 1, 2017 to December 31, 2022. In the absence of a new lease, this lease will continue on a month to month basis until a new lease is executed unless terminated by either party. The rate of rent for the lease will be \$9,600 per annum plus \$3,350 for one-eighth share of the utility costs.
3. In exchange for providing tourist and business information for all Temagami interests to visitors, the Owner will waive the above mentioned lease and utility costs.
4. The Lessee will perform any minor maintenance within the Information Centre as required and defined in Schedule A, which includes the washrooms on weekends. 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.

5. The Lessee will operate the Information Centre for a minimum of 40 hours a week in the summer season and a minimum of 6 hours a week during the off season and will rely on volunteers to operate additional hours on the weekends.
6. Prior to initiating any structural improvements by the Lessee within the Information Centre, 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.
7. In the event that the Owner must perform improvements to the building that will affect the operations of the Lessee, the Owner will provide a minimum of 30 days written notice prior to the work commencing.
8. The Lessee will not sublet any portion of the Information Centre without prior written approval of the Owner.
9. The Lessee shall provide a copy of its liability insurance in the amount of \$1,000,000 naming the Municipality of Temagami as being covered for any liability within the Information Centre. The Lessee will also provide proof of tenant insurance for the replacement cost of contents within the Information Centre.
10. This lease can be terminated by either party on 6 months written notice.
11. Failure to follow the terms of this agreement may cause the termination of said agreement upon 60 days written notice by either party.
12. Schedule A will form part of the lease.


Municipality of Temagami

March 3a Ao/7
Date


Chamber of Commerce

March 22/17
Date

Schedule A

1. The off season shall be defined as Labour Day, (1st Monday in September) to the Friday of the Victoria Day weekend in May.
2. Maintenance shall include dusting, vacuuming of carpeted areas, washing of windows, sweeping of hard surface floors and general tidying and clean up of the Information Centre and Chamber of Commerce Office.
3. Cleaning of the Information Centre washroom on weekends 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 cents per copy to cover toner costs. Large jobs are defined as 50 copies or more.