

THE CORPORATION OF THE CITY OF ELLIOT LAKE

***B*Y-LAW NO. 14-51**

Being a by-law to authorize
the leasing of certain
municipal lands for the
purpose of establishing a
public pedestrian access ramp.

WHEREAS The Corporation of the City of Elliot Lake (hereafter called the "Corporation") is the owner of certain lands known as Saskatchewan Road in the City of Elliot Lake;


AND WHEREAS Elliot Lake Hearing Services Ltd. have constructed a barrier free access ramp on a portion of a sidewalk known as Saskatchewan Road sidewalk;

AND WHEREAS Section 11. of the Municipal Act authorizes municipalities to pass by-laws permitting persons to use and maintain a portion of a sidewalk;

NOW THEREFORE The Council of The Corporation of the City of Elliot Lake **ENACTS AS FOLLOWS:**

1. **THAT** the Corporation enter into an Agreement with Elliot Lake Hearing Services Ltd. providing for the use of a certain public pedestrian way, a copy of which Agreement is attached hereto as Schedule "A" and forms part of this by-law.
2. **THAT** the Mayor together with the City Clerk of the Corporation are hereby authorized and directed to execute the Agreement on behalf of the Corporation under the corporate seal.

PASSED this 11th day of August 2014.



MAYOR



CITY CLERK PRO TEMPORE

THIS AGREEMENT made in triplicate this 11th day of August 2014.

BETWEEN: THE CORPORATION OF THE CITY OF ELLIOT LAKE
(hereafter called the "City")

OF THE FIRST PART,

- and -

ELLIOT LAKE HEARING SERVICES LTD.

OF THE SECOND PART.

THAT, in consideration of the terms, provisions and covenants contained herein, the parties agree as follows:

1. Elliot Lake Hearing Services Ltd. shall have the privilege of using a portion of Saskatchewan Road sidewalk (hereafter called the subject lands) shaded by diagonal lines on Schedule "A" attached hereto and forming part of this Agreement and more particularly described as measuring 12feet by 6 feet of sidewalk located at 6 Saskatchewan Road and having an a72 square feet for the purpose of a barrier free access ramp subject to the terms and conditions contained herein.
2. The term of this Agreement shall be for a period of ten (10) years commencing on the 1st day of September 2014 and ending on the 30th day of August 2024 and renewable for ten year terms.
3. Elliot Lake Hearing Services Ltd. shall pay to the City in advance, the sum of Two hundred Dollars (\$177.00) per year plus applicable taxes on or before the first day of September in each year for which this Agreement is in effect.
4. Elliot Lake Hearing Services Ltd. shall maintain and keep the subject lands in a safe condition at all times and without limiting the generality of the foregoing, provide all snow and ice removal as required.
5. Elliot Lake Hearing Services Ltd. shall save the City harmless and indemnify the City and each of its officers, servants and agents of and from all claims, demands, losses, costs, charges, damages, liens and expenses of every kind which may be asserted against,

sustained or incurred by the City, its officers, servants or agents by reason of or on account of the CIBC's use and/or occupation of the subject lands or by execution of this Agreement.

6. Elliot Lake Hearing Services Ltd. shall provide proof of indemnity which will name the City as co-insured and as their interests may appear and the insurance may only be cancelled on ninety (90) days notice and proof of new or renewed insurance shall be filed with the City twenty (20) days before termination of the existing insurance.
7. Elliot Lake Hearing Services Ltd. shall have the right to make improvements without compensation to the subject lands provided that all such improvements do not contravene any municipal by-law and provided further, that such improvements have been approved by the Chief Building Official for the City.
8. This Agreement shall not be assigned without the consent in writing of the City to such assignment.
9. That any breach or non-performance of the covenant herein shall at the option of the City operate to render this Agreement null and void.

10. That either party may terminate this Agreement upon giving ninety (90) days written notice by personal service or prepaid first class postage in the case of the City to:

Mrs. L. Sprague, City Clerk
City of Elliot Lake
45 Hillside Drive North
Elliot Lake Ontario
P5A 1X5

And in the case of Elliot Lake Hearing Services Ltd. to:


Elliot Lake Hearing Services Ltd.
6 Saskatchewan Road
Elliot Lake, Ontario
P5A 1Z1

11. Elliot Lake Hearing Services Ltd. shall, immediately upon termination of this Agreement, remove all their fixtures and return the subject lands to its original condition or to a condition agreed upon by both parties.

12. That in the event of default hereunder or breach of any terms and covenants by Elliot Lake Hearing Services Ltd., the City shall have the right to charge all costs incurred to remedy a default or breach and such costs may be collected by distress.
13. That paragraph 12. shall survive any termination of the Agreement.
14. This Agreement supersedes any agreement, verbal or otherwise, between the City and Elliot Lake Hearing Services Ltd. with respect to the premises herein and shall ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

**THE CORPORATION OF THE
CITY OF ELLIOT LAKE**




MAYOR

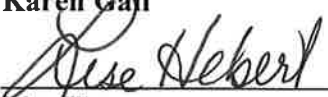


**CITY CLERK
PRO TEMPORE**

**ELLIOT LAKE HEARING SERVICES
LTD.**



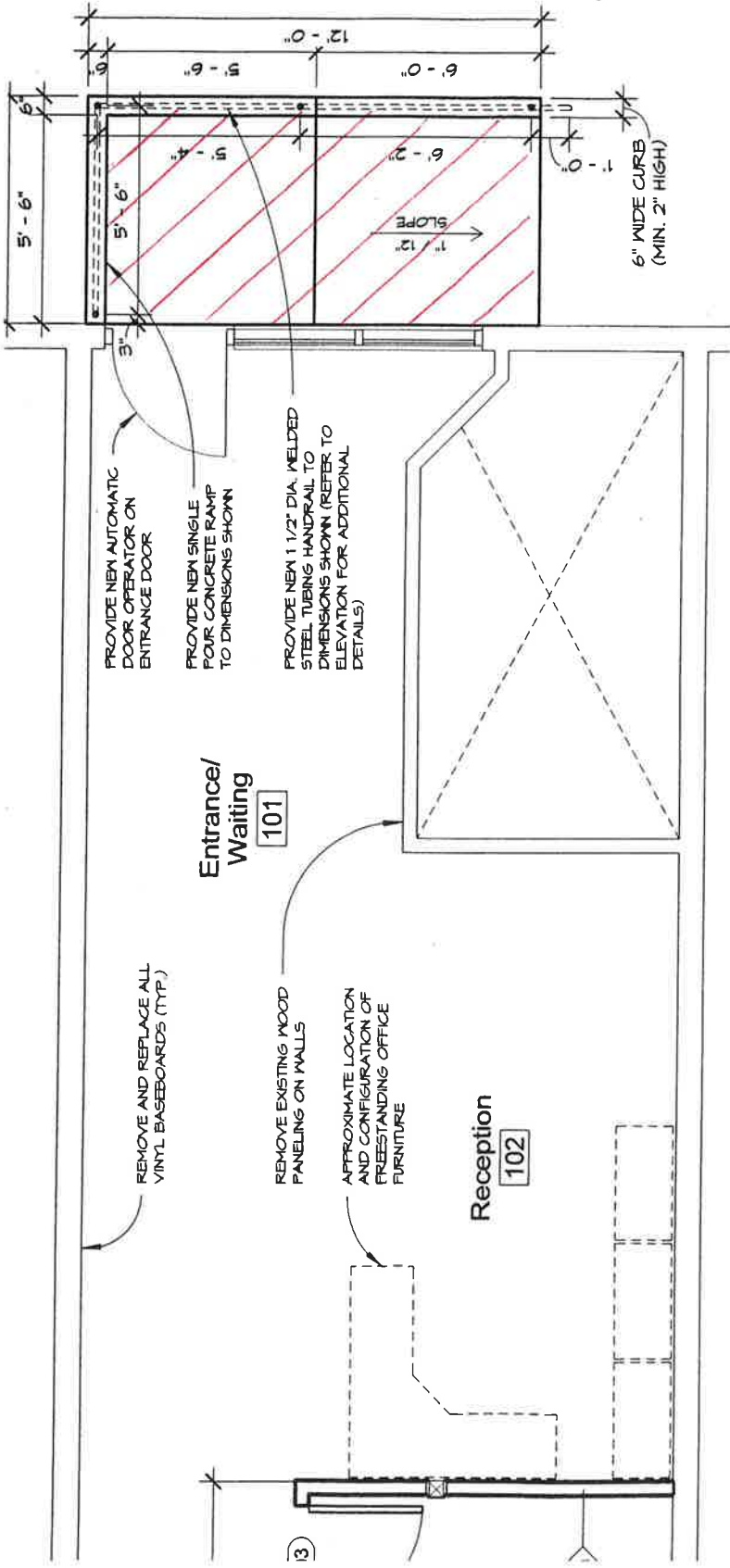
Karen Gall



Lise Hebert

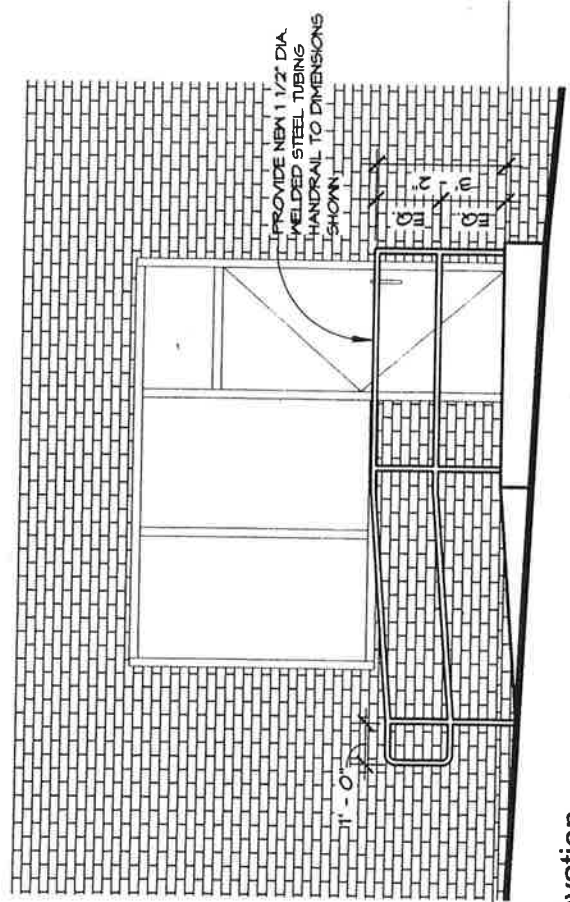
We have the authority to bind the Corporation

6 Saskatchewan Road.



PARTITION WALL TYPES	
SYM.	CONSTRUCTION
P1	1/2" GYPSUM BOARD 2"x4" WOOD STUDS @16" O/C 1/2" GYPSUM BOARD
P1a	*TYPICAL UNLESS NOTED OTHERWISE 1/2" GYPSUM BOARD 2"x6" WOOD STUDS @16" O/C R-14 ROXUL BATT INSULATION 1/2" GYPSUM BOARD

Schedule 'A' to Lease Agreement



Ground Floor
0'-0"

3 Southern Elevation
1/4" = 1'-0"