Schedule "A" to By-law No. 24of the Corporation of the City of Elliot Lake

THIS AGREEMENT made in triplicate this th day of 2024.

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 12 feet by 6 feet of sidewalk located at 6 Saskatchewan Road and having an a 72 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 2024 and ending on the 30th day of August 2034 and renewable for ten year terms.
- The tenant shall pay the City a nominal fee of Two Dollars (\$2.00) as per the Requests to Lease Municipal Property Policy for the calculation of lease rates and access ramps.
- 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.
 - 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.
- 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:

Ms. Natalie Bray, Director of Clerks and Planning Services 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.

CITY OF ELLIOT LA
MAY
CITY CLE

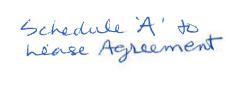
THE CORPORATION OF THE

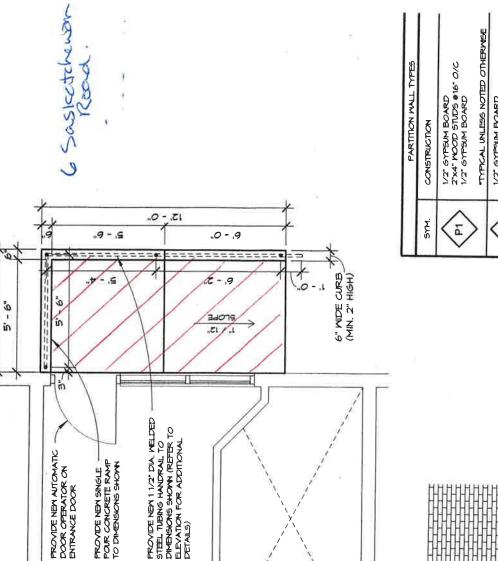
ELLIOT LAKE HEARING SERVICES LTD.

Karen Gall
Karen Gall
Maren Gall

Lise Hebert

We have the authority to bind the Corporation.





Entrance/ Waiting 101

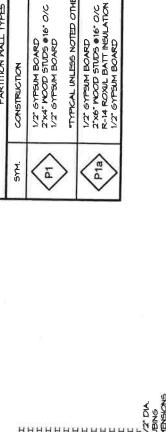
- APPROXIMATE LOCATION AND CONFIGURATION OF FREESTANDING OFFICE FURNITURE

Reception 102

REMOVE EXISTING WOOD PANELING ON WALLS

<u>@</u>

REMOVE AND REPLACE ALL VINYL BASEBOARDS (TYP.)



HROVIDE NEW 11/2 DA.
HWELDED STEEL TUBING
HANDRALL TO DIMENSIONS
SHOWN Ground Floor

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

The undersigned has reviewed and takes responsibility for the