

Municipal Corporation of the Township of Killaloe, Hagarty and Richards

By-Law # 06-2013

Being a By-Law to authorize the Mayor and the CAO/Clerk-Treasurer to sign a Tenant Agreement with Mosquitoes Burritos;

WHEREAS the Township of Killaloe, Hagarty and Richards has agreed to enter into a Tenant Agreement with Mosquitoes Burritos;

NOW THEREFORE BE IT ENACTED THAT the Council for the Municipal Corporation of the Township of Killaloe, Hagarty and Richards authorizes the Mayor and the CAO/Clerk-Treasurer to sign the Tenant Agreement, attached hereto as Schedule "A".

Read a first and second time this 5th day of February, 2013.

Read a third time and finally passed this 5th day of February, 2013.

Janice Wisnestie
Mayor

Jana Shudler
CAO/Clerk-Treasurer

Schedule "A" to By-Law #06-2013

Tenant Agreement

WHEREAS Mosquitoes Burritos has requested permission to utilize property owned by the Municipal Corporation of the Township of Killaloe, Hagarty and Richards for the purposes of operating a food service concession;

AND WHEREAS the Municipal Corporation of the Township of Killaloe, Hagarty and Richards (hereinafter referred to as "Township") has agreed to enter into a tenant agreement (hereinafter referred to as "Agreement") with Mosquitoes Burritos (hereinafter referred to as "Tenant") to install a food service concession on property owned by the township on Part of Lot 5, Concession 6, part of the property occupied by the Tourist Information Booth located at 177 Queen Street, former Municipality of the Village of Killaloe, now the Municipal Corporation of the Township of Killaloe, Hagarty and Richards (hereinafter referred to as "Property");

Now thereby be it resolved that:

1. The term of this agreement shall be from May 1, 2013 up to and including October 31, 2013. Any items placed on the property by the Tenant must be removed from the property on or before October 31, 2013.
2. Prior to the installation of a food service concession on the property, The Tenant shall obtain a "Transient Traders Licence" pursuant to the provisions of the township's Transient Traders By-law #09-2012, and in addition, shall pay \$100/month in rental fees for the public property on which the food service concession is situated. The rental fee may be paid either as a lump sum payment of \$600, or in increments of \$100 per month, payable on the first day of each month, May 1, 2013 and ending October 1, 2013.
3. The Tenant shall keep the property around the food service concession in a clean and tidy condition, shall keep the grass cut and shall install debris receptacles sufficient to ensure that debris generated by the facility is properly disposed of.
4. The Tenant shall be responsible for ensuring that the debris collected in the debris receptacles referred to in #3 above is properly bagged, that an approved township waste disposal tag(s) is attached to it and that the debris is properly disposed of at the approved waste disposal site in the township, and that appropriate steps are taken to divert organics and recyclable material.
5. The Tenant shall be responsible for timely payment of all utility bills relating to the operation of the food service concession, and shall be responsible for payment of the connection and disconnection fees for the hydro utility. The Tenant shall ensure that the municipality is notified a minimum of one (1) week prior to the date that the utility billing is to be transferred to the Tenant's name, and such transfer must be completed prior to the start of operations of the aforementioned food service concession. The Township shall notify the utility of the requested date of connect and disconnect, and the Tenant shall be responsible for payment of all monies owing to the utility for the connection and disconnection fees, and the utility billing, from the date that the utility service is transferred to the Tenant's name, up to and including the date that the utility service is transferred back to the Township.
6. The Tenant shall not be allowed to install a generator or other source of electrical power on the property.
7. The Tenant may install a "Y" connector to the tap at the Tourist Information Booth to ensure that his/her use of the water line does not interfere with the ability of the public to use the tap. In so doing, the Tenant shall ensure that the water line connecting the food service concession to the water system at the Tourist Information Booth is kept in good working order, and the Tenant shall be

responsible for any and all repairs to the "Y" connector and the water line referred to in this section.

8. The Tenant shall not dispose of any effluent containing grease, soap, cleaning solution or any other wastewater into the catch basin, nor shall the Tenant dispose of such effluent by dumping it on the ground.
9. The tenant shall ensure that vehicles utilizing the food service concession do not park in such a way as to impede traffic on municipal or county roadways, nor interfere with parking at the Tourist Information Booth or businesses adjacent to the property.
10. Failure on the part of the tenant to comply with any of the provisions of this agreement shall result in immediate termination of the agreement and no compensation for any costs incurred by the Tenant in regard to this agreement shall be paid by the Township, and no refund of the Transient Traders Licence fee, rental fee, or any other costs incurred by the Tenant in regard to the construction, placement or operation of the food service concession, shall be given to the Tenant by the Township.
11. By entering into this agreement the Township is in no way implying that the activities of the Tenant on the property, his/her customers/patrons or the Tenant himself/herself, are covered under the provisions of the municipal insurance policy.

Signed this 12 day of February, 2013.

Nicole Zimmach
Tenant(s)

[Signature]
Witness

Janie Wisniewski
Mayor

[Signature]
CAO/Clerk-Treasurer