

Municipal Corporation of the Township of Killaloe, Hagarty and Richards

By-Law # 15-2009

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

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

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 21st day of April, 2009.

Read a third time and finally passed this 21st day of April, 2009.

Mayor

CAO/Clerk-Treasurer

SCHEDULE "A"
To By-Law #15-2009

Tenant Agreement – Kim Barnes

WHEREAS Kim Barnes 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 portable seasonal take-out restaurant;

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 Kim Barnes (hereinafter referred to as "Tenant") to install a portable seasonal take-out restaurant 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 April 27, 2009 up to and including October 31, 2009. Any items placed on the property by Ms. Barnes must be removed from the property on or before October 31, 2009.
2. The tenant shall obtain a "Transient Traders Licence" pursuant to the provisions of township by-law #12-2005, prior to the installation of a portable seasonal take-out restaurant on the property.
3. The tenant shall keep the property around the portable seasonal take-out restaurant, 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 is attached to it and that the debris is properly disposed of at the approved waste disposal site in the township.
5. The tenant shall be responsible for timely payment of all utility bills relating to the operation of the portable seasonal take-out restaurant, 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 her name, and such transfer must be completed prior to the start of operations of the aforementioned restaurant. The Township shall notify Ottawa River Power Generation of the requested date of connect and disconnect, and the tenant shall be responsible for payment of all monies owing to Ottawa River Power Generation for the connection and disconnection fees, and the utility billing, from the date that the utility service is transferred to her 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 shall 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. The tenant shall ensure that the water line connecting the portable seasonal take-out restaurant 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 catchbasin, nor shall the tenant dispose of such effluent by dumping it on the ground.
9. The tenant shall ensure that vehicles utilizing the chip truck 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 this 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 or any other costs incurred by the tenant in regard to the construction, placement or operation of the portable seasonal take-out restaurant, 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 day of , 2009.

Kim Barnes

Witness

Mayor

CAO/Clerk-Treasurer