

BY-LAW NUMBER 17-94

OF

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

Being a by-law to enter into an agreement between the Township of Clearview and The Stayner Granite Club to lease the Stayner Granite Club building located at 255 Oak St., Stayner

WHEREAS Section 8 (1) of the Municipal Act, 2001, S.O. c. 25, as amended provides that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate;

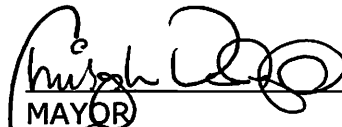
AND WHEREAS pursuant to the said Municipal Act, Section 9 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Corporation of the Township of Clearview deems it expedient to enter into a lease agreement with The Stayner Granite Club for the use of the Stayner Granite Club building, located at 255 Oak St., Stayner;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW HEREBY ENACTS AS FOLLOWS:

1. That Council of the Corporation of the Township of Clearview hereby enters into a Lease Agreement with The Stayner Curling Club and that the lease agreement forms part of this by-law as Schedule "A".
2. That the Mayor and Clerk are hereby authorized, on behalf of the Corporation of the Township of Clearview to execute the lease attached as Schedule "A".
3. That this by-law shall come into force and effect on the date of final passing thereof.

By-law Number 17-94 read a first, second and third time and finally passed this 16th day of October, 2017.


MAYOR


DIRECTOR OF LEGISLATIVE SERVICES/CLERK

TOWNSHIP OF CLEARVIEW

STAYNER GRANITE CLUB LEASE AGREEMENT

THIS AGREEMENT is dated and effective as of October 16th, 2017.

BETWEEN:

THE TOWNSHIP OF CLEARVIEW

(hereinafter referred to as "**Clearview**")

and

THE STAYNER GRANITE CLUB

(hereinafter referred to as the "**Club**")

WHEREAS:

- A. Clearview currently own the lands and building known as the Stayner Granite Building in which a curling rink and club house are located;
- B. The Club has rented the curling rink, club house and parking facilities for many years;
- C. Clearview wishes to enter into a lease agreement with the Club for the use of the facilities; and
- D. The Club wishes to enter into a lease agreement with Clearview for the use of the facilities;

THEREFORE, in consideration of the making of this Agreement and the mutual covenants contained herein, the parties undertake, covenant and agree as follows:

- 1. In return for rental payments set out below and in Appendix A, Clearview shall lease to the Club, the Stayner Granite Building which is located at 255 Oak St. in Stayner.
- 2. That the Club shall pay no annual rent to Clearview.
- 3. Clearview shall assume the following operating costs:
 - a) Property Insurance (Building & Plant),
 - b) Snow Removal,
 - c) Garbage removal

4. That all costs of interior maintenance to the building used by the Club shall be borne by the Club.
5. That a separate agreement shall be negotiated for any special projects/capital expenses that benefit only the Club.
6. That the present building shall be maintained and kept in a state of good repair by Clearview as long as is reasonable and economically feasible.
7. That the Club will provide and pay its own caretaker.
8. The Club shall maintain a minimum of \$2 million in liability insurance and provide Clearview with a certificate of insurance as a third party insured by September 15th of each year.

The name on the certificate shall be "Corporation of the Township of Clearview" with the address: PO Box 200, 217 Gideon Street, Stayner, Ontario, L0M 1S0.

9. The Club shall provide to Clearview documentation on an annual basis to show that they meet and maintain all applicable Health and Safety regulations including but not limited to the Province of Ontario's Health and Safety regulations.
10. The Club shall not store any flammable or hazardous materials in the premises without prior written permission from Clearview.
11. Any notices to be given under the terms of this Agreement shall be in writing and shall be given to the applicable party by regular mail at the address as follows:

To Clearview: The Corporation of the Township of Clearview
 PO Box 200
 217 Gideon Street
 Stayner, ON L0M 1S0
 Attention: The Clerk

To the Club: Stayner Granite Club
 PO Box 609,
 Stayner, ON L0M 1S0
 Attn: The President

provided that, where mailed, it shall be deemed to be received on the fifth Business Day following the date of mailing.


12. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13. Each obligation expressed in this Agreement, even though not expressed as a covenant, is considered to be a covenant for all purposes.

14. This agreement shall be effective October 16th, 2017 and shall remain in effect for a period of 10 years until October 16th, 2027.

In witness whereof the parties hereto have hereunto executed this Agreement and the other parties have hereunto set their hands and seals as of the day, month and year first above written.

Stayner Granite Club,

Per:  _____

Name: CHARLES CHRISTIE

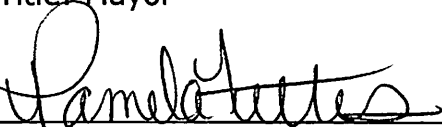
Title: PRESIDENT

I have the authority to bind the organization.

The Corporation of the Township of Clearview,

Per:  _____
Name: Chris Vanderkruys

Title: Mayor

Per:  _____

Name: Pamela Fettes

Title: Director of Legislative Services/Clerk

We have the authority to bind the organization.