

CORPORATION OF THE VILLAGE OF MERRICKVILLE - WOLFORD

BY-LAW NO. 14 - 16

BEING a By-Law to authorize the execution of an agreement between the Corporation of the Village of Merrickville - Wolford hereinafter called "The Municipality" **AND** the Merrickville Lions Club / Community Garden Committee hereinafter called "the Garden Committee"

WHEREAS section 9(3) of the New Municipal Act, 2001 does authorize that the council of a local municipality may pass by-laws as part of its general municipal powers

WHEREAS the Council of the Corporation of the Village of Merrickville - Wolford does deem it expedient to enter into a Site License agreement with the Garden Committee for the purpose of a Community Garden on municipality owned property, vacant Lot 4, #0714 714 015 05001, located at the corner of Church Street and Lewis Street East next to the Merrickville Public School

AND WHEREAS the Council of the Corporation of the Village of Merrickville - Wolford and the Garden Committee have negotiated an agreement

NOW THEREFOR the Council of the Corporation of the Village of Merrickville - Wolford does enact as follows that:

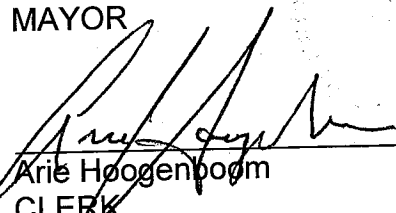
- 1) the Mayor and the Clerk and/or their designates on behalf of the Corporation of the Village of Merrickville - Wolford are hereby authorized to sign and execute the agreement - attached as Schedule 'A' - with the Garden Committee.

READ a first and second time this 9th day of May, 2016

READ a third and final time and passed this 9th day of May, 2016



David Nash
MAYOR



Arie Hoogenboom
CLERK

Schedule "A" to By-Law 14-16

Garden Site License Agreement

This license made this 9th day of may, 2016

Between:

The Village of Merrickville-Wolford (the "Licensor")

- and -

The Merrickville Lions Club / Community Garden Committee (the "Licensee")

Whereas:

- A. The Licensee intends to use the vacant **Lot# 4 Tax Roll #714 714 015 05001** at the Corner of Church St. and Lewis next to the Merrickville Public School as the site to plant vegetables herbs, fruits and flowers. (the "**Program**"); and
- B. The Licensor has agreed to permit the Licensee to use all of the property known municipally as Lot 4 (the "**Premises**") for the Program on the terms and conditions set out herein.

Now therefore the Parties agree to the following:

Grant of License

- 1.
 - 1) The Licensor hereby grants to the Licensee the non-exclusive right, subject to the restrictions contained herein, to enter onto the premises from May 1 to October 31, for the sole purpose of the Program.
 - 2) The Licensee shall have the right to use all or a portion of the Premises for the Program.

Application and Renewal

- 2. The Licensee shall be the primary contact with the Licensor, whether or not the other non-profit groups or individuals assume the role of preparation, planting or harvesting of any of the crops on the Premises, and the Licensee shall be solely responsible for making any application to the Licensor for the use of the Premises.

It is further agreed that this agreement shall terminate on the 31st of December, 2020. However this contract shall automatically be renewed from year to year following 2020 with the same terms and conditions unless and until either party gives the other (45) days notice in writing to terminate or renegotiate this agreement.

Compensation

- 3.
 - 1) On execution of this Agreement, the Licensee shall pay to the Licensor the amount of \$1.00, the receipt of which is acknowledged.

The Licensor shall not, in any event be responsible for any of the costs incurred by the Licensee's performance of the Agreement.

General Terms and Conditions

4.
 - 1) The Licensor shall confirm that the Premises meets an environmental standard that is at least equal to the residential property environmental standard but makes no representations or warranties concerning the arability of the Premises for the Licensee's intended purposes and the Licensee accepts the Premises "as is".
 - 2) The Licensee shall obtain all necessary approvals and permits in respect of its use of the Premises and shall comply with all laws, directions, rules and regulations of all governmental authorities having jurisdiction in respect thereof.
 - 3) The Licensee agrees to provide any security required to supervise and limit access to the Premises, if any, both during daylight times or otherwise. As well, the Licensee may erect on the Premises perimeter fencing, subject to General Terms 4.2.
 - 4) The Licensee shall make any arrangements required for washroom facilities for those that attend at the Premises as per General Terms 4.2.
 - 5) The Licensee may erect or place a small garden shed or storage locker(s) on the Premises by Oct. 31st.
 - 6) The Licensee shall be solely responsible for costs to prepare, plant and harvest crops on the Premises, including all costs with respect to the provision of water for the crops.
 - 7) The Licensee shall ensure that all crops or gardening activities or debris stay within the boundaries of the Premises and shall clean any adjacent sidewalk or street as necessary if debris spills onto the same.
 - 8) The Licensor makes no assurance that the Premises shall have a ready access point to a water supply.
 - 9) To maintain traffic safety, the Licensee shall not grow any crops within 10 feet of the corner of any intersection, unless such crops do not exceed 4 feet in height.
 - 10) The Licensee agrees that during the growing season the Premises shall be suitably maintained, and that once the crop has been harvested the Premises shall be left both reasonably level and free and clear of plant material or other rubbish.
 - 11) The Licensee shall ensure that restrictions are in place to control invasive species, illegal plants, herbicides and pesticides.

Liability and Risk

5.
 - 1) The Licensee shall save the Corporation of the Village of Merrickville-Wolford, its officers, servants and employees from any liability for bodily injury or property damage however caused. The Licensee shall accept full responsibility for any and all damages incurred during its occupancy of the facility from any claim arising out of use thereof.
 - 2) The Licensee shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Licensor and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide

coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

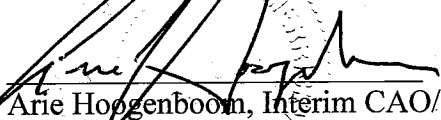
- a) A limit of liability of not less than \$1,000,000 occurrence with an aggregate of not less than \$2,000,000.
- b) Add the Licensor as an additional insured with respect to the operations of the Licensee.
- c) The policy shall contain a provision for cross liability & severability of interest in respect of the Licensee.
- d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage.
- e) Products and completed operations coverage.
- f) Broad Form Property Damage.
- g) Contractual Liability.
- h) The policy shall provide 30 days prior notice of cancellation

The Village of Merrickville-Wolford



Anne Barr, Deputy Mayor

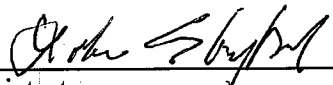
Date: 2016.05.11



Arie Hoogenboom, Interim CAO/Clerk


Date: 2016/05/11

Merrickville Lions Club / Community Garden Committee



Administrator

Date: 5/12/2016



Administrator

Date: 2016-05-12