

**CORPORATION OF THE VILLAGE OF MERRICKVILLE - WOLFORD**

**BY-LAW No. 16 - 16**

BEING a By-Law to renew the Agreement with the Merrickville Agriculture Society for the use of the Merrickville Memorial Community Centre and lands abutting thereto.

WHEREAS section 25 of the Agriculture and Horticultural Organizations Act c.A.9 R.S.O. 1990, as amended, does provide that Agricultural Societies incorporated under the *Agricultural Societies Act*, chapter 14 of R.S.O. 1980 or a predecessor thereof continue;

AND WHEREAS the preamble to By-Law No. 20-88 of the former Village of Merrickville now the Merrickville Ward of the Village of Merrickville - Wolford does still apply – attached as Schedule “B” to By-Law zz-16;


AND WHEREAS Council and the Merrickville Agriculture Society do deem it expedient and prudent to renew the Agreement with amendments;


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 designate, 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 Merrickville Agriculture Society.
2. any and all previous Agreements are hereby rescinded and repealed.

READ a first and second time this 27<sup>th</sup> day of June 2016.

READ a third and final time and passed this 27<sup>th</sup> day of June 2016.

  
MAYOR

  
CLERK

Schedule A  
By-Law 16 - 16  
AGREEMENT

This agreement made in duplicate this 27<sup>th</sup> day of June 2016

BETWEEN  
THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD  
hereinafter called the "Village" of the first part

AND  
THE MERRICKVILLE AGRICULTURE SOCIETY  
as represented by their President and their Secretary-Treasurer  
hereinafter called the "Society" of the second part

WHEREAS the Village does own a Community Centre formally known as the Merrickville Memorial Community Centre being situate on Lots 4 and 5, Block 29, Plan 6 of the former Village of Merrickville now being the Village of Merrickville-Wolford and geographically located to the south and west of the intersections of Main Street West and Read Street;

WHICH was originally constructed by His Majesty the King in 1907 as a Drill Hall and Armory under the command of the District Officer Commanding Military District Number 3 with a contribution from the Merrickville Agriculture Society AND FURTHER in agreement between His Majesty the King, the Village and the Society dated 25 April 1935 AND WHEREIN the Society did surrender their rights to the building by the said 1935 agreement and by minutes of a committee of the Privy Council of Canada dated 04 May 1935;

AND ALSO through an agreement between the Village and Her Majesty the Queen as represented by Crown Assets Disposal Corporation dated 02 March 1955 WHEREIN Her Majesty did convey, sign and release to the Village all rights, title and interest in and to the building's structure and installations situate on the said demised lands AND WHERE the Village did discharge and indemnify and save harmless Her Majesty from and against all obligation, claim and demands of any nature;

AND WHEREAS the Village does own the grounds west of the Community Centre, known locally as the fairgrounds which includes the track and all the sport fields;

AND WHEREAS by the said agreement of 02 March 1955 the Corporation of the Village of Merrickville does own and hold to themselves the said Merrickville Memorial Community Centre and all lands pertaining thereto AND the Society has approached the Village to continue the use of the Memorial Community Centre and certain lands;

AND WHEREAS the Village and the Society desire to renew the Agreement made on the 27<sup>th</sup> day of June 2016 for a further period of ten (10) years with reviews on or about every five (5) years;

NOW THEREFOR the party of the First Part and the party of the Second Part do mutually covenant and agree that:

1. The Village shall:
  - a) provide to the Society exclusive use and access to the Community Centre, starting the Wednesday morning prior to the beginning of the Fair until Sunday evening (at the end of the Fair), in the month of August (normally the second week-end);
  - b) provide to the Society exclusive use and access of the fairgrounds (including all of the sports fields), starting the Monday morning prior to the beginning of the Fair until Wednesday noon (after the end of the Fair), in the month of August (normally the second week-end);
  - c) that no fee or rent shall be charged to the society for such use;
  - d) retain to itself the right of unobstructed and free access to the Community Centre and lands for its members, officers and servants;

- e) allow the Society use of the upper meeting room for general meetings and Board of Director meetings free from any charge;
- f) authorize for the rental of the Memorial Community Centre at the reduced fee applicable to all service groups (as set from time to time) for occasions other than above;
- g) allow the use of the equipment of the Merrickville Fire Department by the Merrickville Volunteer Firefighters Association as required and mutually agreed between the Association and the Society;
- h) not assume or provide any responsibility whatsoever for accidents, theft or any form of liability either corporately, severally or through their insurance companies during the annual Agricultural Fair as in 1(a) and 1(b) above;
- i) the Society shall be given up to two (2) "free" days to be used as fundraising days as required and mutually agreed between the Village and the Society.

2. The Society shall:

- a) acknowledge and agree that all previous agreements either written or verbal are from the date of this agreement null and void;
- b) publicly acknowledge that the free use of the Merrickville Memorial Community Centre and the surrounding lands, including utilities and regular use of the Upper Meeting Room, constitute a full and sufficient donation from the Village of Merrickville – Wolford;
- c) allow free and unfettered access to the kitchen and meeting room in the Memorial Community Centre at the time of 1(a) above when there is a programme of recreation being conducted if required;
- d) arrange for insurance coverage sufficient to meet all contingencies or liabilities as determined by the Village AND shall notify the Village of any changes;
- e) indemnify and save the Village, its officers, servants and employees from any liability for bodily injury or property damage howsoever caused, AND accept full responsibility for any and all damages incurred during the occupancy of the Community Centre and fairgrounds from any claim arising out of the use thereof;
- f) provide all necessary fencing and control to the grounds surrounding the Community Centre during the three days of the fair;
- g) ensure that parking in and around the fair is in conformity with the parking by-laws of the Village and shall ensure that no parking is allowed along the west side of Read Street;
- h) notwithstanding 1(a) and 1(b) above, allow unimpeded public access to the community public beach AND to the Library for their purposes, and to their employees;
- i) ensure that all exhibits and displays are removed from the Community Centre following the fair on the Sunday thereof and that the Community Centre is clean and returned to the condition that it was accepted on the Friday;
- j) ensure that the Soccer field(s) and Ball diamond are returned to 'playing condition' no later than the evening of the Tuesday following the fair AND that there shall be a joint onsite inspection of the soccer field(s) and ball diamond by one Member of the Fair Board and one Member of the Recreation Committee no later than 12 o'clock noon on the Wednesday following the fair;
- k) ensure that those persons or companies engaged to operate the amusements and the rides do not occupy the fairgrounds prior to the Monday preceding the opening of the Annual Fair;

- l) ensure that all keys are returned to the Village Office by 12.0' clock noon on the Wednesday following the fair;
- m) pay to the Village the rent as set from time to time for any other use of the hall as in 1(f) above;
- n) make private arrangements as necessary or required by themselves with the Merrickville Volunteer Firefighters Association and acknowledge that arrangements with the Firefighters Association is separate from the Village or the Merrickville Fire Department;
- o) observe all municipal, provincial and federal legislations and regulations, such as "no smoking".

IT IS FURTHER AGREED that this agreement shall run for a period of ten (10) years terminating on the 27<sup>th</sup> day of June 2026 AND FURTHER this agreement does hereby provide for an option of a further period of ten (10) years.

AND IT IS FURTHER AGREED that this agreement does provide that there shall be a review of this agreement by both parties on or about the anniversary date every five (5) years commencing in 2012.

HOWEVER this agreement shall automatically be renewed from year to year following or any other ten (10) year period with the same terms and conditions unless and until either party gives the other ninety (90) days notice in writing to renegotiate this agreement.

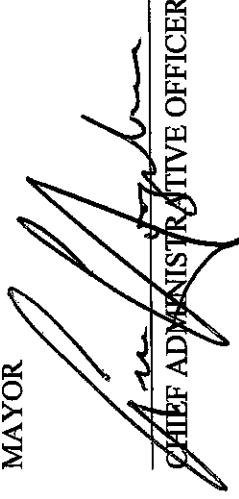
IN WITNESS WHEREOF the Mayor and the Chief Administrative Officer / Clerk, and/or their designate, on behalf of the Corporation of the Village of Merrickville-Wolford, and the President and the Secretary-Treasurer, on behalf of the Merrickville Agriculture Society, have hereunder set their hands.

SIGNED, SEALED AND DELIVERED

FOR THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

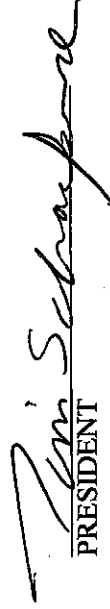


MAYOR



CHIEF ADMINISTRATIVE OFFICER / CLERK

FOR THE MERRICKVILLE AGRICULTURE SOCIETY



PRESIDENT



SECRETARY-TREASURER

## Schedule B

### Bylaw 16 16

#### CORPORATION OF THE VILLAGE OF MERRICKVILLE

BY-LAW NO. 20 -88

BEING a by-law to enter into agreement with the Merrickville Agriculture Society for the use of the Merrickville Memorial Community Centre and certain lands abutting thereto

WHEREAS section 27(3) of the Agricultural Society's Act, Chapter 14 R.S.O. 1980 as amended does allow any such municipality owning land or buildings for public purposes may make agreements on such terms and for such periods as it considers expedient with any company formed under chapter 196 of the Revised Statutes of Ontario, 1897, or under any enactment that may be substituted therefor, or with any agricultural society for the use of such land or buildings, or either of them, or for the privilege of erecting upon such land, subject to such terms as may be agreed upon, such buildings as it may require for agricultural and industrial shows, and to give the company the power of renting such land and buildings, when owned by the company, to any agricultural society formed under this Act for the purposes of the annual show of the society, and to grant to such company or society the power to collect during such show, or at other times, as may be agreed, from any person wishing to go into or upon any such land or buildings, or for any privilege thereon, or for any carriage, wagon or other vehicle, or for any horse or other animal that may be taken thereon, such entrance fee or other charge as the company or society considers necessary or expedient.

AND WHEREAS application has been made to the Council for the use of the Merrickville Memorial Community Centre and certain lands abutting thereto

AND WHEREAS such lands have historically been used and shared under previous agreements between the Merrickville Agriculture Society, Her Majesty the Queen and the Corporation of the Village of Merrickville dating back to 1902

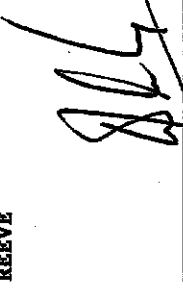
NOW THEREFORE the Council of the Corporation of the Village of Merrickville enacts as follows:

- (1) That the Reeve and the Clerk - Treasurer are hereby authorized to enter into a lease agreement and extensions with the Merrickville Agriculture Society as represented by their president and secretary - treasurer on behalf of the Corporation of the Village of Merrickville.
- (2) That any and all previous agreements written or implied are hereby repealed.

READ a first and second time this 12<sup>th</sup> day of June 1988.

READ a third and final time and passed this 13<sup>th</sup> day of June 1988.

  
REEVE

  
CLERK - TREASURER