

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

**BY-LAW NO. 18 - 17**

**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** Fulford Preparatory College hereinafter called "the College"

**WHEREAS** section 9(3) of the New Municipal Act, 2001, as amended, 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 lease agreement with the College in order to secure space for public parking

**AND WHEREAS** the Council of the Corporation of the Village of Merrickville – Wolford and the College have negotiated an agreement

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

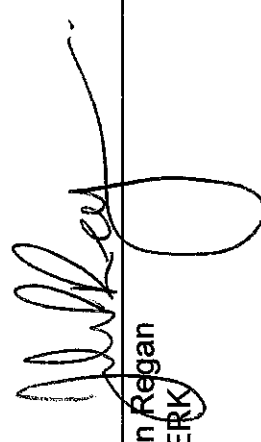
- 1) the Mayor and the Clerk and/or their designates on behalf of the Corporation of the Village of Merrickville - Wolford are hereby authorized to sign and execute the lease agreement – attached as Schedule 'A' – with the School.

**READ** a first and second time this 27<sup>th</sup> day of March, 2017

**READ** a third and final time and passed this 27<sup>th</sup> day of March, 2017

  
\_\_\_\_\_  
Anne Barr

DEPUTY MAYOR

  
\_\_\_\_\_  
John Regan  
CLERK

Schedule "A"  
By-Law 18-17  
Village of Merrickville-Wolford

THIS INDENTURE made the       day of       , 2017

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

**FULFORD PREPARATORY COLLEGE**

Hereinafter called the "Lessor"  
OF THE FIRST PART

and

**THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD**  
Hereinafter called the "Lessee"  
OF THE SECOND PART

WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the Lessor DOTH demise and lease unto the Lessee, its successors and assigns,

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Village of Merrickville-Wolford, in the United Counties of Leeds-Grenville, municipally known as Plan 6, Range 3, Lot 4, 714-714-015-10001, with a civic address known locally as 106 Wellington Street East.

TO HAVE AND TO HOLD the said demised premises for and during the terms of \_\_\_\_\_ Years, to be computed from the       day of       , 20       and thenceforth next ensuing and fully to be completed and ended. At the end of the said lease period, namely the       day of       , 20       , the parties hereto, by mutual consent, may renew the said Lease on a month to month basis.

The Lessee shall pay to the Lessor an annual sum equal to the municipal taxes assessed on the lands herein leased, which said amount shall be paid yearly, at the beginning of each year, and will be retained by the Lessee to apply on the taxes so assessed; the first of such payments to become due and be made on the       day of       , 20       , and the last payment to become due and to be paid in advance on the       day of       , 20       . Said sum for 2016 was \$1,292.94.

The Lessee has constructed or will construct a parking lot on the lands and the cost of such construction shall be borne by the Lessee. The Lessee covenants to maintain the lot and without limiting the generality of the foregoing to pay all costs of grading, plowing, leveling gravel, keeping the property clean and free of debris, making the lot accessible and safe, and other maintenance, etc.

The Lessee shall erect a sign at the street entrance of the property indicating the property is a public parking lot.

Upon the termination of this Lease (apart from termination prior to expiration as referred to above), the Lessee shall remove, at its expense, signs, bollards and other such structures and small constructions installed for the purpose of converting the said lands into a parking lot, and such shall be removed within ninety (90) days after notification had been given.

At the end of the agreement, the property shall be returned to Fulford Preparatory College in the same or better condition than when the agreement began, and any costs associated with maintaining or improving the property from the start of the agreement to the ending of the agreement is the sole responsibility of the Village of Merrickville-Wolford for which the Village of Merrickville-Wolford will not be reimbursed by Fulford Preparatory College.

The Lessee covenants with the said Lessor that it will have in place appropriate liability insurance for the parking lot use.

The Lessor reserves the right to have the Lessee provide at no cost a minimum of five (5) and no more than eight (8) parking spots to be reserved for its use.

This Lease shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the said Lessor has hereunto set his hand and seal, and the said Lessee has caused its corporate seal to be affixed hereto, attested by the hands of its proper officers in that behalf, the day and year first above written.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS LEASE  
FOR TENANCY, SIGNED, SEALED AND DELIVERED THIS \_\_\_\_ DAY OF

\_\_\_\_\_ 2017

FULFORD PREPARATORY COLLEGE

\_\_\_\_\_  
Kevin Farrell, Headmaster

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

\_\_\_\_\_  
Anne Barr, Deputy Mayor

\_\_\_\_\_  
John Regan, CAO/Clerk