

THE CORPORATION OF THE  
TOWN OF PELHAM  
BY-LAW #2289 (2001)

Being a by-law to authorize the Mayor & Clerk to enter into various Lease Agreements with respect to the provision of a Shuttle Bus Service on Canada Day - July 1st., 2001.

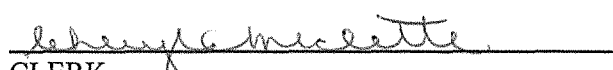
WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable to enter into a Lease Agreement with Concordia Lutheran Church, 105 Welland Road; Pelham Evangelical Church, 940 Haist Street and G. J. Berkhout, 1027 Pelham Street with respect to the provision of parking and a shuttle bus service on Canada Day - July 1st., 2001;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

- (1) THAT the Lease Agreements attached hereto and made part of this by-law between the Corporation of the Town of Pelham and Concordia Lutheran Church, Pelham Evangelical Church and G. J. Berkhout be and the same is hereby approved.
- (2) THAT the Mayor and Clerk be and each of them is hereby authorized and instructed on behalf of the Corporation of the Town of Pelham to execute the said Lease Agreements and the Clerk is hereby authorized to affix the Corporate Seal thereto.

READ A FIRST, SECOND AND THIRD TIME  
AND FINALLY PASSED BY COUNCIL THIS  
22<sup>nd</sup>. DAY OF MAY, 2001 A.D.

  
MAYOR

  
CLERK

THIS AGREEMENT made in triplicate this 18<sup>th</sup> day of June, 2001 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF  
PELHAM

Hereinafter called the "Lessee"

OF THE FIRST PART

-and-

CONCORDIA LUTHERAN CHURCH

Hereinafter called the "Lessor"

OF THE SECOND PART

WHEREAS the Lessor is the owner of certain lands known as <sup>105</sup>~~#1027~~  
~~Pelham Street~~; WELLAND ROAD;

AND WHEREAS the Lessee is desirous of leasing a certain portion of the subject lands ( hereinafter referred to as the "Premises" and shown outlined in red on the sketch in Schedule "B" attached hereto and forming part of this agreement) on which to provide parking facilities as a pickup and drop-off area for the Canada Day Shuttle Bus Services;

AND WHEREAS the Council of the Town of Pelham has recommended that this leasing arrangement be approved because this service has been deemed to be necessary and advisable to minimize the traffic congestion associated with the Canada Day activities;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter set out, the parties hereto hereby agree as follows:

- (1) The Lessor shall lease the Premises to the Lessee for a term of One (1) day with such term commencing and ending on the first day of July, 2001 (hereinafter referred to as the "Start Date".)
- (2) (a) In consideration of the lease the Premises, the Lessee shall pay to the Lessor during the term of this agreement the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the Party of the Second Part of the Party of the First Part (the receipt whereof is hereby acknowledged).
  - (i) The Lessor agrees to maintain the driveway and parking lot to a reasonable standard.

2.

- (3) The Lessee shall not allow any refuse, garbage or other loose or objectionable material to accumulate in or about the lands subject to this agreement.
- (4) (a) The Lessee shall, at all times during the term of this agreement, provide and keep in full force and effect at its own expense a comprehensive general liability insurance policy in an amount not less than One Million (\$1,000,000.00) Dollars providing coverage for the premises and for all use of same for damages for personal injury, including death, and for property damage. The Lessor shall be named, as an additional insured in this insurance policy and said policy shall be satisfactory to the Lessor in respect of form and issuer.  
(b) Upon execution of this agreement, the Lessee shall furnish to the Lessor a copy of this policy. Any policy shall state that it will not be changed or cancelled without thirty (30) day's prior written notice to the Lessor. The Lessee shall forward duly signed certificates of insurance as proof of sufficient compliance with the insurance requests.
- (5) As part of the consideration for the Lessor providing the above noted premises to the Lessee, the Lessee agrees to release and discharge, and to indemnify and save harmless, the Lessor from and against all claims and proceedings, by whomsoever made or brought, in respect of any costs, losses, damages or injury arising by reason of the Lessee's use of the mentioned premises.
- (6) If the Lessee shall be in default in the performance of any covenant on its part herein contained, except the covenant to pay money, the Lessor may advise the Lessee and then perform such covenants for the account of the Lessee and shall not be liable for any loss or damage to the Lessee or to the persons and property of its agents, invitees or licensees, caused by the acts of the Lessor and so remedying in default of the Lessee save such as are due to the negligence of the Lessor. If the Lessor is at any time compelled or elects to pay any sum of money, by reason of the failure of the Lessee to comply with the provisions of this agreement, or if the Lessor is compelled or elects to incur any expense, including legal fees, any sum so paid by the Lessor shall be paid by the Lessee to the Lessor upon demand.

3.

- (7) Any notice, demand, acceptance or request provided for in this agreement be in writing and shall be deemed to be sufficient given if personally delivered by registered mail (postage prepaid) as follows:-

To the Lessor at:

Concordia Lutheran Church  
c/o Fonthill Board of Trustees  
R.R. # 1  
Ridgeville, Ontario, LOS 1MO

or any other such address that the Lessee may from time to time designate in writing and every such notice shall be deemed to have been given upon the day it was so delivered or on the fifth day after the date upon which is it mailed by registered mail.

- (8) This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and there are no other written or verbal agreements or representations between the parties hereto pertaining to the subject matter hereof. Any amendments to this agreement shall be in writing signed by all parties hereto.
- (9) Both parties agree that each of them shall and will, upon reasonable request of the other party, make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices and assurance whatsoever for the further and more perfect and absolute perfection of the terms, conditions and covenants of this agreement.
- (10) It is agreed that this agreement shall be read with all changes of gender and number as the context may require and all schedules referred to form part of this agreement with each provision of a schedule to be read with and form part of this agreement as fully and for all purposes as embodies and written within the body of this agreement in full.
- (11) If any term, clause or provision of this agreement shall be adjudged to be invalid, the validity of any other term, clause or provision shall not be affected, and such invalid term, clause, or provision shall be deleted from this agreement.
- (12) This agreement shall be governed by and construed in accordance with the law of the Province of Ontario.

- (13) This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors and administrators, successors, transferees and permitted assigns.

IN WITNESS WHEREOF the Lessor has hereunto affixed its Corporate Seal attested by the hands of its duly authorized officer and the Lessee has hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

- In the Presence of -

(THE CORPORATION OF THE  
(TOWN OF PELHAM (Lessee)

(  
( Ralph Brown  
( MAYOR

(  
( Sheryl M. Mallette  
( CLERK

(  
( CONCORDIA LUTHERAN  
( CHURCH (Lessor)

( HANS HUBERT  
( Sam Lee

(  
( [Signature]  
(  
( [Signature]

[Signature]

Witness

[Signature]

Witness

SCHEDULE "B"  
SKETCH OF PROPERTY

THIS AGREEMENT made in triplicate this 18<sup>th</sup> day of June, 2001 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF  
PELHAM

Hereinafter called the "Lessee"

OF THE FIRST PART

-and-

PELHAM EVANGELICAL FRIENDS CHURCH

Hereinafter called the "Lessor"

OF THE SECOND PART

WHEREAS the Lessor is the owner of certain lands known as #1027

~~Pelham Street;~~ 940 Haist St. (m/c)

AND WHEREAS the Lessee is desirous of leasing a certain portion of the subject lands ( hereinafter referred to as the "Premises" and shown outlined in red on the sketch in Schedule "B" attached hereto and forming part of this agreement) on which to provide parking facilities as a pickup and drop-off area for the Canada Day Shuttle Bus Services;

AND WHEREAS the Council of the Town of Pelham has recommended that this leasing arrangement be approved because this service has been deemed to be necessary and advisable to minimize the traffic congestion associated with the Canada Day activities;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter set out, the parties hereto hereby agree as follows:

- (1) The Lessor shall lease the Premises to the Lessee for a term of One (1) day with such term commencing and ending on the first day of July, 2001 (hereinafter referred to as the "Start Date".)
- (2) (a) In consideration of the lease the Premises, the Lessee shall pay to the Lessor during the term of this agreement the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the Party of the Second Part of the Party of the First Part (the receipt whereof is hereby acknowledged).
  - (i) The Lessor agrees to maintain the driveway and parking lot to a reasonable standard.

- (3) The Lessee shall not allow any refuse, garbage or other loose or objectionable material to accumulate in or about the lands subject to this agreement.
- (4) (a) The Lessee shall, at all times during the term of this agreement, provide and keep in full force and effect at its own expense a comprehensive general liability insurance policy in an amount not less than One Million (\$1,000,000.00) Dollars providing coverage for the premises and for all use of same for damages for personal injury, including death, and for property damage. The Lessor shall be named, as an additional insured in this insurance policy and said policy shall be satisfactory to the Lessor in respect of form and issuer.  
(b) Upon execution of this agreement, the Lessee shall furnish to the Lessor a copy of this policy. Any policy shall state that it will not be changed or cancelled without thirty (30) day's prior written notice to the Lessor. The Lessee shall forward duly signed certificates of insurance as proof of sufficient compliance with the insurance requests.
- (5) As part of the consideration for the Lessor providing the above noted premises to the Lessee, the Lessee agrees to release and discharge, and to indemnify and save harmless, the Lessor from and against all claims and proceedings, by whomsoever made or brought, in respect of any costs, losses, damages or injury arising by reason of the Lessee's use of the mentioned premises.
- (6) If the Lessee shall be in default in the performance of any covenant on its part herein contained, except the covenant to pay money, the Lessor may advise the Lessee and then perform such covenants for the account of the Lessee and shall not be liable for any loss or damage to the Lessee or to the persons and property of its agents, invitees or licensees, caused by the acts of the Lessor and so remedying in default of the Lessee save such as are due to the negligence of the Lessor. If the Lessor is at any time compelled or elects to pay any sum of money, by reason of the failure of the Lessee to comply with the provisions of this agreement, or if the Lessor is compelled or elects to incur any expense, including legal fees, any sum so paid by the Lessor shall be paid by the Lessee to the Lessor upon demand.



3.

- (7) Any notice, demand, acceptance or request provided for in this agreement be in writing and shall be deemed to be sufficient given if personally delivered by registered mail (postage prepaid) as follows:-

To the Lessor at:

Pelham Evangelical Friends Church  
940 Haist Street  
Fonthill, Ontario, L0S 1E4

or any other such address that the Lessee may from time to time designate in writing and every such notice shall be deemed to have been given upon the day it was so delivered or on the fifth day after the date upon which is it mailed by registered mail.

- (8) This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and there are no other written or verbal agreements or representations between the parties hereto pertaining to the subject matter hereof. Any amendments to this agreement shall be in writing signed by all parties hereto.
- (9) Both parties agree that each of them shall and will, upon reasonable request of the other party, make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices and assurance whatsoever for the further and more perfect and absolute perfection of the terms, conditions and covenants of this agreement.
- (10) It is agreed that this agreement shall be read with all changes of gender and number as the context may require and all schedules referred to form part of this agreement with each provision of a schedule to be read with and form part of this agreement as fully and for all purposes as embodies and written within the body of this agreement in full.
- (11) If any term, clause or provision of this agreement shall be adjudged to be invalid, the validity of any other term, clause or provision shall not be affected, and such invalid term, clause, or provision shall be deleted from this agreement.
- (12) This agreement shall be governed by and construed in accordance with the law of the Province of Ontario.

4.

- (13) This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors and administrators, successors, transferees and permitted assigns.

IN WITNESS WHEREOF the Lessor has hereunto affixed its Corporate Seal attested by the hands of its duly authorized officer and the Lessee has hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

- In the Presence of -

(THE CORPORATION OF THE  
(TOWN OF PELHAM (Lessee)

( Ralph Brown  
(MAYOR

( Sheryl Missette  
(CLERK

(  
(PELHAM EVANGELICAL  
(FRIENDS CHURCH (Lessor)

(  
(

Witness

Cynthia A. Russell

Witness

(  
(  
( Matthew J. Chesnes  
( Pastor

SCHEDULE "B"  
SKETCH OF PROPERTY