

THE CORPORATION OF THE
TOWN OF PELHAM
BY-LAW #2990 (2008)

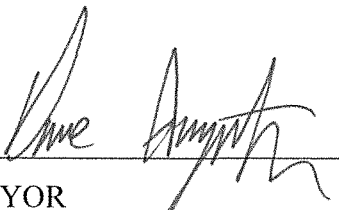
Being a by-law to authorize the Mayor and Clerk to enter into an Agreement with the Pelham Farmers Market.

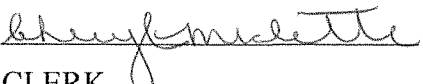
WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable to enter into an Agreement with the Pelham Farmers Market regarding a cost sharing arrangement for the installation of hydro and power plugs to maximize the use of the area for the Farmers Market;

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

- (1) THAT the Agreement attached hereto and made part of this by-law between the Corporation of the Town of Pelham and the Pelham Farmers Market 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 Agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PAST BY COUNCIL THIS
6th DAY OF OCTOBER, 2008.


MAYOR


CLERK

THIS AGREEMENT made in triplicate, this day of , 2008.

BETWEEN:

PELHAM FARMERS MARKET
(Hereinafter referred to as the "Market")

of the FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM
(Hereinafter referred to as the "Town")

of the SECOND PART

WHEREAS the Town is the owner of certain lands known as North Municipal Parking Lot on Pelham Town Square;

AND WHEREAS the Town and the Market wish to enter into a cost sharing arrangement for the installation of hydro and power plugs to service the Pelham Farmers Market;

AND WHEREAS the total cost of the improvements is Sixteen Thousand, One Hundred and Twenty Dollars and Two Cents (\$16,120.02).

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants herein contained the parties hereto covenant, promise and agree as follows:

1. The Market agrees to contribute the payment of \$16,120.02 in full for the costs of installation of hydro and power plugs at the market site located at the North Municipal Parking Lot on Pelham Town Square.
2. The Market shall pay the sum of SIXTEEN THOUSAND, ONE HUNDRED AND TWENTY DOLLARS AND FIFTY TWO CENTS (\$16,120.02)
3. The amount of the Market's contribution shall be paid in annual installments. The first payment shall be made by the Market to the Town on December 1st, 2008 and shall be in the amount of \$2,302.86. Payments thereafter shall be made on the 1st day of December for a period of 6 years in the same amount and the final payment to be December 1st, 2014, unless otherwise mutually agreed upon.

4. In the event that the Market fails to make any payment on the required date and such payment remains in arrears and unpaid for a period of thirty (30) days after it shall become due then, if the Town so elects:
- (a) the amount outstanding as of the date of default shall become immediately due and payable with interest at the rate of 8% per annum calculated from the date of default; and,
 - (b) the Market's use of the North Municipal Parking Lot on Pelham Town Square, or any other Town owned site, shall be terminated until such time as the Market has made arrangements satisfactory to the Town for repayment of any amount in arrears.

If the Town wishes to exercise such option it shall notify the Market, in writing, with such notification sufficiently given if personally delivered or sent by registered mail to the Market c/o Tom Ball, Chairman:

3714 Canboro Road,
Fenwick, Ontario
LOS 1CO

and such notice shall be deemed to have been given upon the day it was so delivered or on the third day after the date upon which it was sent by registered mail. And condoning, excusing or waiver of any payment by the Market on the required date does not operate as a waiver of the Town's right herein in respect of any subsequent default.

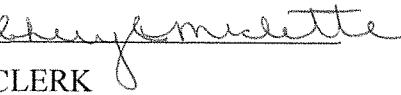
IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals duly attested to by their proper officers authorized in that regard.


SIGNED, SEALED AND DELIVERED

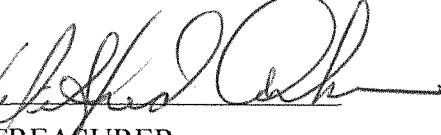
in the presence of

) THE CORPORATION OF
) THE TOWN OF PELHAM

)
) 
) MAYOR

)
) 
) CLERK

)
) PELHAM FARMERS MARKET
) 
) CHAIRMAN

)
) 
) TREASURER