

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

BY-LAW NO. 84/2022

Being a By-law to enter into a Lease Agreement Between Trinity College School and the Municipality of Port Hope for Use of Lands, municipally known as Parts 11, 12, 13, 14 and 15, Plan 39R-7949

WHEREAS the Municipal Act, 2001, Section 9 provides in part that a Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipality of Port Hope has a long established agreement to use lands owned by Trinity College School (TCS) south of the Town Park Recreation Centre, known as the lower soccer fields;

AND WHEREAS Council considered Report PRC-16-22 at the Committee of the Whole Meeting of December 6, 2022;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE ENACTS AS FOLLOWS:

1. SHORT TITLE

This By-law short titled "Lease Agreement – Trinity College School".

2. AGREEMENT

- 2.1 That the said Lease Agreement between the Corporation of the Municipality of Port Hope and Trinity College School with the terms and conditions as set out in Appendix "A" attached hereto comprising part of this By-law is hereby authorized and approved.
- 2.2 That the Mayor and Municipal Clerk are hereby authorized and directed to sign the said Agreement and any related documentation to carry out the purpose of this By-law.

READ a FIRST, SECOND and THIRD time and finally passed in Open Council this 20th day of December, 2022.

Olena Hankivsky, Mayor

Brian Gilmer, Clerk

Appendix "A" to By-law 84/2022

This Agreement made in triplicate this day of , 2022.

B E T W E E N:

THE CORPORATION OF TRINITY COLLEGE SCHOOL
(“hereinafter referred to as “TCS”)
OF THE FIRST PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE
(“hereinafter referred to as “The Municipality”)
OF THE SECOND PART

WHEREAS TCS owns certain lands on the south side of Ward Street in the Municipality of Port Hope more particularly described as parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Plan 39R 7949;

AND WHEREAS TCS and the Municipality have entered into negotiations with respect to the mutual advantageous uses of a portion of the said lands being parts 11, 12, 13, 14 and 15, Plan 39R 7949, including the annual Fall Fair;

NOW THEREFORE this agreement witnesseth that, in consideration of the mutual covenants herein contained, the Municipality and TCS (“the Parties”) hereto agree as follows:

1. LEASE AND FEE

In consideration of the sum of Ten (\$10.00) dollars paid annually by the Municipality to TCS, TCS grants to the Municipality an agreement to use Parts 11, 12, 13, 14 and 15, Plan 39R 7949 for such purposes and during such period as follows:

- 1.1 During the month of September in each year during the term of the agreement, the Municipality shall have sole use of Parts 11, 12, 13, 14 and 15, Plan 39R 7949 to facilitate the annual Fall Fair as a location for possible midway use, livestock corrals and for overflow parking and other activity related to the fair;
- 1.2 During the remainder of each year during the term of the agreement, TCS and the Municipality shall share the use of Parts 11, 12, 13, 14 and 15, Plan 39R 7949 as may be mutually agreed.

2. TERM

The term of the agreement shall be from the date hereof to the 31st day of December 2025.

3. USE

It is agreed that the Municipality shall return the lands to their previously existing condition insofar as possible, without costs to TCS upon the termination of this agreement and that the Municipality shall maintain access to TCS’s harrier course at all times except during the fall fair and for one week before and after the Fall Fair.

It is further agreed that the Municipality shall consult TCS in respect of significant site plan alterations or improvements to municipal parkland adjacent to TCS's lands south of Ward Street;

It is further agreed that the access from Francis Street will be secured to prevent vehicular traffic to the lower fields with the exception of during the annual Fall Fair inclusive of one week before and after to permit access and parking. It is further agreed that the Municipality will be responsible for any repairs to the Harrier Trail immediately after the Fall Fair;

It is further agreed that no permanent structures shall be erected by the Municipality on Parts 11, 12, 13, 14 and 15, Plan 39R 7949 apart from temporary paddock fencing;

It is further agreed that the Municipality shall save TCS harmless from all consequences arising from the Municipality's use of Parts 11, 12, 13, 14 and 15, Plan 39R 7949 whatsoever;

It is further agreed that the Municipality has no claim in respect of Parts 11, 12, 13, 14 and 15, Plan 39R 7949 other than as herein provided.

4. TERMINATION

TCS may at any time terminate this agreement by giving the Municipality six (6) months written notice of termination and the annual payment for the agreement shall be apportioned as of the date of termination.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

In the presence of

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THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

Olena Hankivsky, Mayor

Brian Gilmer, Clerk

"I have the authority to bind the Corporation"

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Name, Title
TRINITY COLLEGE SCHOOL

"I have the authority to bind the Corporation"

