

**THE CORPORATION OF  
THE TOWNSHIP OF BONNECHERE VALLEY**

**BY-LAW NUMBER 2008-58**

Being a by-law to authorize the execution of a Lease Agreement between the Township of Bonnechere Valley and Canada Post Corporation

**WHEREAS** the Council of the Corporation of the Township of Bonnechere Valley deems it expedient to enter into an agreement with Canada Post Corporation.

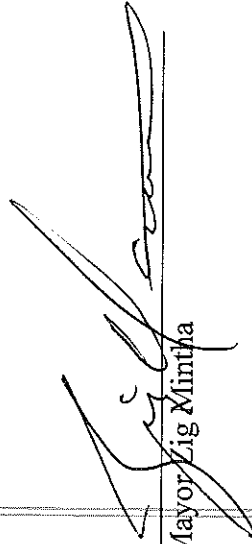
**NOW THEREFORE** the Corporation of the Township of Bonnechere Valley enacts as follows:

1. THAT the Mayor, or his or her designate, and the Chief Administrative Officer, or his or her designate, be and they are hereby authorized to sign on behalf of the Township of Bonnechere Valley the Lease Agreement attached hereto and marked as Schedule "A" to this By-Law.

2. THAT this by-law shall come into force and take effect upon the date of the final passing thereof.

BE READ A FIRST AND SECOND TIME THIS 3<sup>RD</sup> DAY OF JUNE 2008.

BE DEEMED READ A THIRD TIME AND PASSED THIS 3<sup>RD</sup> DAY OF JUNE, 2008.

  
Mayor Zig Minitka

  
CAG Bryan Martin

PARKING LICENSE

This Parking License is made on the 29<sup>th</sup> day of May, 2008.

BETWEEN: **CANADA POST CORPORATION**

hereinafter called the "Licensor"

AND:

**THE MUNICIPAL CORPORATION OF THE VILLAGE OF  
EGANVILLE**

hereinafter called the "Licensee"

The Licensor grants to the Licensee a License to use the area outlined in red on the attached Schedule "A" (herein called the "Parking Facility") to park vehicles of the Licensee, its servants, agents, invitees and licensees in the parking area of the Eganville, Ontario Post Office, situated at John Street, in Eganville, Ontario, subject to the following terms and conditions:

1. The Licensee shall pay to the Licensor as of August 1, 2008 a fee of \$300.00 per year, and as of August 1, 2013 a fee of \$400.00 per year (to which must be added the appropriate Sales Taxes, if applicable), on or before the first day of each year during the term of this license. The yearly fee shall be payable to the Licensor and mailed to:

Canada Post Corporation  
Payment Processing  
2701 Riverside Drive, Stn 680A  
Ottawa ON K1A 1L7

Any questions concerning the monthly fee can be addressed by contacting Canada Post Corporation at 1-800-267-7651.

2. (a) The term of this License shall be for Ten (10) years and commence on the 1<sup>st</sup> day of August, 2008, and shall terminate on 31<sup>st</sup> day of July, 2018 (herein called the "Term"). If at the expiration of the Term or sooner termination hereof, the Licensee shall continue to use the Parking Facility without any further written agreement, the Licensee shall be deemed to be continuing its use on a monthly basis only, and otherwise upon and subject to the same terms and conditions as herein contained.
3. If the Term commences other than on the first day of the month, the first payment of the fee shall be prorated at the rate of one-three hundred and sixty-fifth (1/365th) of the annual rent multiplied by the number of days remaining in that month.
4. Notwithstanding any and all terms and conditions of this Agreement, the Licensor and its servants, agents, contractors, customers and other invitees may use the Parking Facility at no cost to the Licensor.
5. The Licensee shall not assign, nor subcontract, its rights or obligations hereunder.
6. (a) The motor vehicles shall be parked only in the Parking Facility. Notwithstanding anything to the contrary, the Licensor may at any time and from time to time, upon notice to the Licensee, relocate all or a portion of the Designated Spaces.  
(b) Subject to clause 4 above the Licensor agrees to allow unimpeded use of the Parking Facility on a continuous and uninterrupted basis throughout the Term of this License and the Licensee shall have exclusive right to park in the Parking Facility.

7. Indemnification

The Licensee shall at all times indemnify and render harmless Canada Post Corporation, its directors, officers, employees and any others for whom it may be responsible in law, from and against all losses, costs (including legal costs), claims (including claims made by the Licensee's personnel under worker's compensation legislation), demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted in respect of loss of, damage to or destruction of property (including loss or damages sustained by the Licensee) or personal injury (including death), infringement or alleged infringement of any patent or invention or any other kind of intellectual property and from and against any and all loss of, damage to or destruction of property, expenses and costs (including legal fees and disbursements) suffered or incurred by Canada Post Corporation arising out of, attributable to or in any way connected with this Agreement and whether or not caused by the Licensee's negligence, except to the extent to which such loss or damage has arisen out of Canada Post Corporation's negligence.

8. Insurance

The Licensee shall, at its own expense, procure and maintain in force for the duration of this Agreement

Commercial General Liability insurance, with a minimum limit of two million dollars (\$2,000,000.00) inclusive for personal injury, bodily injury (including death) and property damage for any one occurrence or series of occurrences arising from one cause, no aggregate. The policy shall provide coverage for, but not be limited to, all premises and operations of the Licensee, liability for products and completed operations, broad form coverage, non-owned automobile, contractual liability and liability specifically assumed under this Agreement. Canada Post Corporation shall be added to the policy as an additional insured and the policy shall contain cross liability and severability of interest clauses. The coverage afforded to Canada Post Corporation as an additional insured shall include, but not be limited to, negligence on the part of Canada Post Corporation arising out of this Agreement.

Commercial Automobile Liability insurance, with a minimum limit of three million dollars (\$3,000,000.00) for bodily injury (including death) and property damage per occurrence.

9. Insurance certificates

The Licensee shall deliver to Canada Post Corporation, at the time of the signing of this Agreement, a certificate or certificates of insurance as evidence that the required coverages are in effect and that Canada Post Corporation shall be given sixty days prior written notice of cancellation or expiry of or material change to such coverages.

10. Acceptable insurers

The foregoing insurance provisions shall not limit the insurance required by municipal, provincial or federal law. The insurance coverages shall be underwritten by an insurer or insurers, licensed in the provinces in which the Licensee is conducting business under this Agreement, acceptable to Canada Post Corporation acting reasonably. It shall be the sole responsibility of the Licensee to determine what additional insurance coverages, if any, are necessary and advisable for its own protection or to fulfill its obligations under this Agreement. Any such additional insurance shall be provided and maintained by the Licensee at its own expense.

11. The Licensee covenants and agrees that at all times throughout the term of this License the Licensee will:

- (a) maintain access to and from the Parking Facility.
- (b) keep the Parking Facility free and clear of snow and ice.
- (c) will keep the Parking Facility in good repair.
- (d) pay any and all property taxes which may be levied with respect to the Parking Facility.

12. Either party may terminate this agreement by providing the other party with three (3) months prior written notice.

13. Any notice required to be given under this License shall be validly given if mailed by prepaid registered mail to the Licensor at:

Canada Post Corporation  
 Attention: Real Estate  
 2701 Riverside Drive, B323  
 Ottawa ON K1A 0B1

and to the Licensee at:

The Municipal Corporation of the  
 Village of Eganville  
 PO Box 249  
 Eganville ON K0J 1T0

IN WITNESS WHEREOF the parties hereto have executed this agreement.

**CANADA POST CORPORATION**

Date: June 9/08 Per: Mireille Chagnon  
 Mireille Chagnon, CLO  
 Officer, Contract Administration

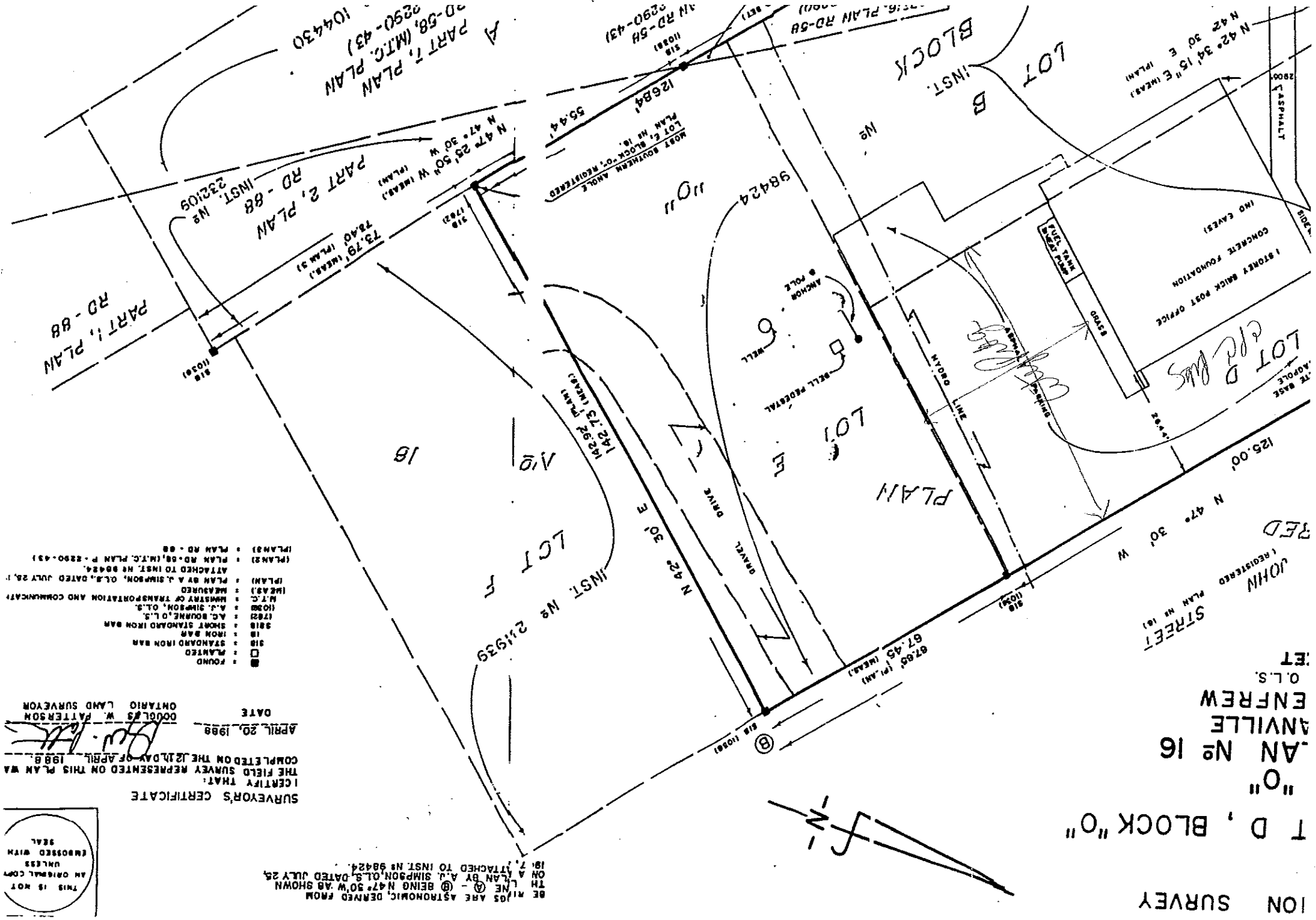
Witness: [Signature]

**THE MUNICIPAL CORPORATION OF THE VILLAGE OF EGANVILLE**

Date: June 5/08 Per: [Signature]

Witness: [Signature]

SCHEDULE A  
PLAN OF PARKING FACILITY



- FOUND
- PLANTED
- STANDARD IRON BARR
- SHORT STANDARD IRON BARR
- A.C. BOUNDING O.L.S.
- A.C. SIMPSON, O.L.S.
- M.T.C. MEASUREMENTS OF TRANSPORTATION AND COMMUNICATIONS
- MEASURED
- PLAN BY A.J. SIMPSON, O.L.S., DATED JULY 25, 1987
- ATTACHED TO INST. NO. 98424
- PLAN RD-88, (M.T.C. PLAN P-2390-43)
- (PLANS)
- PLAN RD-88

SURVEYOR'S CERTIFICATE  
 I CERTIFY THAT THE FIELD SURVEY REPRESENTED ON THIS PLAN WAS COMPLETED ON THE 12th DAY OF APRIL, 1988.  
 DOUGLAS W. PATTERSON  
 APRIL 20, 1988  
 ONTARIO LAND SURVEYOR



BE N 105 ARE ASTRONOMIC, DERIVED FROM  
 THE PLAN BY A.J. SIMPSON O.L.S. DATED JULY 25,  
 1987, ATTACHED TO INST. NO. 98424.

ION SURVEY  
 "O"  
 "O"  
 AN No 16  
 ANVILLE  
 ENFREW  
 O.L.S.  
 ET

STREET  
 JOHN  
 I REGISTERED PLAN No 161  
 125.00'  
 N 47° 30' W