

NOTE TO BY-LAW FILE

The agreement between the Corporation of the Town of Pelham and Michael Brady re Erosion Control and Slope Stabilization Program administered by the N.P.C.A. was never signed by Michael Brady and therefore was not signed and sealed by the Corporation.

THIS AGREEMENT made in duplicate this day of JULY, 1990 A.D.
BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

HEREINAFTER CALLED "THE TOWN"
OF THE FIRST PART

- and -

MICHAEL BRADY

HEREINAFTER CALLED "THE OWNER"
OF THE SECOND PART

WHEREAS Brady is the Owner of the lands and premises known as 54 Roland Road in the Town of Pelham ("the lands") and is desirous of obtaining assistance with respect to an erosion control and slope stabilization program administered by the Niagara Peninsula Conservation Authority and the Ministry of Natural Resources for Ontario;

AND WHEREAS the Town is prepared to assume a liaison role in order to obtain such assistance on the understanding that any and all costs incurred by or on behalf of the Town shall be paid forthwith upon demand by the Owner;

NOW THEREFORE the parties hereto in consideration of the covenants and conditions herein contained and to be observed and performed by them and each of them do hereby covenant and agree with each other as follows: -

(1) The Town shall apply to the Niagara Peninsula Conservation Authority for assistance under the current land erosion control, slope stabilization program for such technical, financial and other assistance as may be available thereunder with respect to the lands of the Owner.

(2) The Owner agrees to indemnify and save harmless the town from and against all expenses, including legal expense, charges, losses or damages incurred or suffered by the Town by reason of or in connection with applying for and obtaining any assistance available under the said land erosion control, slope stabilization program contemplated by this agreement or for any expenses, losses or damages directly or indirectly arising or resulting from any land erosion or stabilization works carried out upon the lands.

(3) The Owner further covenants and agrees that upon execution of this agreement, the Owner will deposit with Messrs. Brooks, Macfarlane & Bielby, Solicitors for the Town, the sum of Fifteen Thousand Dollars (\$15,000.00) to be held in an interest bearing trust account, such funds with any accrued interest to be utilized to pay accounts rendered to the Town from time to time for the services rendered under the said program and contemplated by this agreement.

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(4) The Owner further covenants and agrees that upon request of the Town, such trust account shall be funded with additional monies from time to time to the effect that adequate funds shall be continuously retained on deposit to cover the actual or estimated costs as the case may be of all or any work completed or in progress for which the Town may be liable under the said land erosion and land stabilization program.

(5) The Owner further covenants and agrees to provide the Town with an unconditional letter of credit or guarantee from a Canadian chartered bank as security for the payments provided for by this Agreement.

(6) The Owner further covenants and agrees, (it being understood that it is a condition of participation by the Town in the program and this agreement relating thereto), that the Owner releases and does hereby release the Town from all claims, manner of actions, or claims for loss, costs, charges, damages, injuries, expenses or any liability directly or indirectly whatsoever in respect of any land subsidence or land erosion conditions which have occurred or now exist in or about the lands.

(7) It is hereby agreed that this agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns respectively.

IN WITNESS WHEREOF the party of the first part has hereunto affixed its corporate seal by the hands of its proper officers duly authorized in that behalf and the party of the second part has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED

- In the Presence Of -

) THE CORPORATION OF THE

) TOWN OF PELHAM

) _____

) MAYOR

) _____

) CLERK

)

) MICHAEL BRADY

) _____

)

)

Witness