

THE CORPORATION OF THE
T O W N O F P E L H A M

BY-LAW #366A(1976)

Being a by-law to authorize the Mayor and Clerk to execute an agreement with the Pelham Senior Citizens Club for use of the Town Hall to be known as the "Pelham Senior Citizens Drop-In Centre."

WHEREAS Council deems it desirable to enter into an agreement with the Pelham Senior Citizens Club for use of the Town Hall, to be known as the "Pelham Senior Citizens Drop-In Centre";

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

(1) THAT the agreement attached hereto be made part of this by-law between the Corporation of the Town of Pelham and the Pelham Senior Citizens Club 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 to execute the said agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.

(3) THIS By-law shall come into effect on the date of passing of this by-law.

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
16th. DAY OF August, 1976 A.D.

ACTING MAYOR

E. P. Bergenstein

CLERK

A. Cheaney, Deputy

THIS AGREEMENT made in triplicate this 13th day of JAN, 1976 A.D.
BETWEEN:
THE CORPORATION OF THE TOWN OF PELHAM,

Hereinafter called the "Town"
of the FIRST PART.

- and -

THE PELHAM SENIOR CITIZENS CLUB,

Hereinafter called the "Club"
of the SECOND PART.

1. DEFINITIONS in this Agreement:

(a) "CLUB" shall mean the Pelham Senior Citizens Association Club.

(b) "TOWN CLERK" shall mean the Clerk of the Corporation of the
Town of Pelham.

(c) "COUNCIL" shall mean the Council of the Corporation of the
Town of Pelham.

(d) "TOWN" where referred to in this agreement, shall mean the
Corporation of the Town of Pelham.

2. WHEREAS the Town is the Owner of lands being Part of Lot 9, Concession
9 in the Town of Pelham, in the Regional Municipality of Niagara, or which
is situated a building known as "the Town Hall and Former Recreation
Offices," said centre being used for public purposes;

AND WHEREAS the Club is desirous of having use of certain portions
of the Town Hall and former Recreation Offices for their meetings, for
their general purposes of their Club, as well as continuing to have
the auditorium portion of the building for use by the general public;

AND WHEREAS this Agreement is entered into for the purpose of
permitting the Club to have use of certain areas of the building and
supervision of the auditorium for public rentals, subject to the
following conditions and agreements set out herein;

NOW THEREFORE in consideration of mutual covenants and agreements
herein contained, the Parties hereto agree as follows:

(1) That in consideration of the Town approving the said proposed
pleasure licence and consideration of the sum of One Dollar (\$1.00)
of lawful money of Canada, now paid by the Party of the Second Part
to the Party of the First Part (the receipt whereof is hereby acknow-
ledged), the Parties mutually covenant and agree as follows:

(A) The Party of the First Part agrees: ✓

(1) the Club be granted use of the following areas in the building:
namely the areas formally occupied by the Pelham Recreation Department
and the area known formally as the Council Chambers, said area to be
known as the Pelham Senior Citizens Drop-in Centre.

(2) to place fire insurance on all buildings and property with the
sums to be determined by Council.

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- (3) to grant complete use of the area to be known as the Drop-in Centre to the Senior Citizens Club according to the conditions agreed upon in this Agreement.
- (4) that the Town may terminate this pleasure licence immediately upon failure of the Party of the Second Part to pay any of its accounts or to live up to its portion of the Agreement.
- (5) provide at its own cost, all the necessary outside maintenance, grass cutting, payment of all utility bills, said utility bills including water, hydro and gas and the general repairs of the building.
- (6) that if the Town wishes to terminate this pleasure licence agreement, the Town must give six months written notice to the Club.
- (7) that the Town shall approve any renovations to the interior of that portion of the building defined as the Drop-in Centre before any work is done by the Club.
- (8) the Town shall provide normal snow plowing services to the parking area.
- (9) the Town shall maintain the parking area to reasonable standards.
- (10) the main auditorium of the building and kitchen shall remain available to the public and to the ratepayers of the Town of Pelham.
- (11) that use of the main auditorium shall be in accordance with policies established on a mutual basis between the Club and the Town, with the Town establishing all final rental figures.
- (12) that the Club will retain all revenues from rental of the main auditorium and kitchen, said rentals to be used by the Club to assist them in the custodian responsibilities of the building.
- (13) the Town of Pelham, Parks, Recreation & Community Centres Committee will continue to use the main auditorium for its recreation programs, subject, of course, to arranging the appropriate reservation for the booking to avoid duplication.
- (B) The Party of the Second Part agrees:
- (1) that the use of the drop-in centre will be controlled and governed by the Club and which shall be responsible in total for this area of the building.
- (2) that for the sole use of the area designated as the drop-in centre, the Club will handle the custodianship of the building, said custodianship to include cleaning of the hall, including cleaning and waxing floors, emptying of trash containers, cleaning of windows and blinds, supply of necessary cleaning materials, such as wax, soap and washroom toiletries.
- (3) the Club shall appoint one of their representatives to manage the total building and in particular, the booking of the main auditorium with said fees received for use of the auditorium to be retained by the Club.
- (4) the Club shall determine any fees or payment that they may wish to make to the person designated by them to handle the bookings, or to pay any fees that they deem necessary for custodianship with the knowledge that such payments are the sole responsibility of the

Cliff.

(5) Club to provide the necessary liability insurance, in order to protect the Town from any claims that may arise from use by them of the drop-in centre area of the building.

(5) to carry content insurance sufficient to cover the contents in the ownership of the Club.

(7) understands that this is a pleasure licence and is renewable on a year to year basis, as determined by Council.

(3) understands that the Town may terminate the agreement upon six months written notice.

(9) understands that the Club shall establish its own rules and regulations with respect to the operation of their drop-in centre.

(10) to enter into a hold harmless agreement with the Town.

(11) that the Club may terminate this Agreement upon six months written notice.

IN WITNESS WHEREOF the Party of the Second Part hereunto set its hand and seal and the Town has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk.

SIGNED, SEALED AND DELIVERED

- In the Presence of -

THE CORPORATION OF THE TOWN OF PELHAM

MAYOR

CLERK

FELHAM SENIOR CITIZENS ASSOCIATION CLUB

PRESIDENT

SECRETARY