

THE CORPORATION OF THE  
TOWN OF PELHAM  
BY-LAW #2831 (2006)

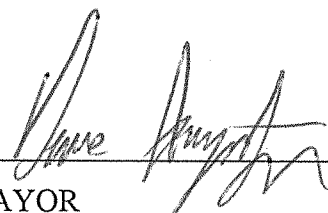
Being a by-law to authorize the Mayor and Clerk to enter into an  
Agreement with the Pelham Tennis Association.

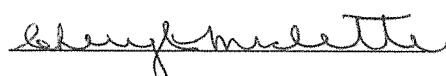
WHEREAS the Council of the Corporation of the Town of Pelham deems  
it desirable to enter into an Agreement with the Pelham Tennis Association regarding a  
cost sharing arrangement to resurface the existing tennis courts, upgrade court lights to  
those of tournament level, reconstruct the existing multi purpose court as a tennis practice  
court, and re-install all play lines to maximize the use of the Centennial Park tennis  
courts;

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 Tennis Association 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  
Contract 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  
18<sup>th</sup> DAY OF DECEMBER, 2006.

  
MAYOR

  
CLERK

**THIS AGREEMENT made in triplicate, this 18<sup>th</sup> day of December, 2006.**

**BETWEEN:**

**PELHAM TENNIS ASSOCIATION**  
(Hereinafter referred to as the "Association")

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 Centennial Park;

**AND WHEREAS** the Town and the Association wish to enter into a cost sharing arrangement to resurface the existing tennis courts, upgrade court lights to those of tournament level, reconstruct the existing multi purpose court as a tennis practice court, and re-install all play lines to maximize the use of the Centennial Park tennis courts;

**AND WHEREAS** the total cost of the improvements is Thirty Nine Thousand, Six Hundred and Three Dollars and Twenty Two Cents (\$39,603.22).

**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 Association agrees to contribute the payment of either \$19,000. in full or 47% of the costs of the tennis court improvements at Centennial Park.
2. The contribution of the Association shall be the sum of EIGHTEEN THOUSAND, SIX HUNDRED AND THIRTEEN DOLLARS AND FIFTY TWO CENTS (\$18,613.52)
3. The amount of the Association's contribution shall be paid in annual installments. The first payment shall be made by the Association to the Town on December 31<sup>st</sup>, 2006 and shall be in the amount of \$3,722.21. Payments thereafter shall be made on the 1<sup>st</sup> day of October in the years, 2007, 2008, 2009, in the same amount and the final payment October 1<sup>st</sup>, 2010 shall be in the amount of \$3,724.68, unless otherwise mutually agreed upon.

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4. In the event that the Association 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 Association's use of the Centennial Park tennis courts may be terminated until such time as the Association 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 Association, in writing, with such notification sufficiently given if personally delivered or sent by registered mail to the Association c/o Yann Marais, President,:

64 Sandra Drive,  
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 Association 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

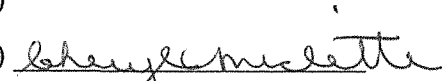
) THE TOWN OF PELHAM

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)   
MAYOR

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)   
CLERK

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) PELHAM TENNIS ASSOCIATION

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)   
PRESIDENT

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TREASURER