

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

BY-LAW #332 (1975)

Being a by-law to authorize the execution of a pleasure licence agreement with the Fonthill & District Kinsmen Club for the use and operation of the community centre known as "Davis Hall" and the property.

WHEREAS the Fonthill & District Kinsmen Club has requested use of the municipal property known as Part Block K, Plan 25 of the former Village of Fonthill, now in the Town of Pelham, known as "Davis Hall";

AND WHEREAS for such purposes it is deemed expedient to authorize an agreement with the said Fonthill & District Kinsmen Club;

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

- (1) THAT for the purpose aforesaid, the Mayor and Clerk be and they are hereby authorized to execute on behalf of the Corporation of the Town of Pelham and to affix the Corporate Seal thereto, an agreement dated August 18th., 1975 made between the Corporation of the Town of Pelham and the Fonthill & District Kinsmen Club, a copy of which is attached hereto and shown as Schedule "A" to this by-law.
- (2) THAT this by-law shall come into force and take effect on the day on which it is finally passed.

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
18th. DAY OF August, 1975 A.D.


MAYOR


CLERK

THIS AGREEMENT MADE IN TRIPLICATE THIS 18TH. DAY OF AUGUST, 1975 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF
PELHAM,

Hereinafter called the "Town"
of the FIRST PART,

- and -

THE FONTHILL & DISTRICT KINSMEN
CLUB,

Hereinafter called the "Club"
of the SECOND PART.

1. DEFINITIONS in this agreement:

- (a) "Club" shall mean the Fonthill & District Kinsmen 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.

2. WHEREAS the Town of Pelham is the Owner of lands being Part Block K, Plan 25 in the former Village of Fonthill, now in the Town of Pelham, Regional Municipality of Niagara, on which is situated a building and accessory buildings thereto known as "Davis Hall Community Centre" which centre is being used for public purposes,

AND WHEREAS the Club is desirous of having use of certain portions of the Davis Hall Community Centre for their meetings and for the general purposes of the Club, as well as continuing to have the community centre used by the general public;

AND WHEREAS this agreement is entered into for the purpose of permitting the Club to have use of certain buildings and grounds and to maintain the said buildings and grounds in a satisfactory condition;

NOW THEREFORE in consideration of the 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 in consideration of the sum of One (\$1.00) Dollar 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 acknowledged) the Parties mutually covenant and agree as follows:

(a) The Party of the First Part agrees:

(i) that the Club be granted use of the following areas namely the main building known as "Davis Hall Community Centre" and the accessory building, which is now being used as a Club room by a car club and the grounds surrounding these buildings

con't.....

but excluding the wading pool and nursery school play area, and the accessory building known as a storage shed located on the property,

(ii) to place fire insurance on all buildings on the properties, with the sums to be determined by Council

(iii) to grant complete use of the facilities described in the licence according to the conditions agreed upon in this agreement, with the understanding that the Town may use the building for municipal elections as required

(iv) that the Town may terminate this pleasure licence immediately upon failure of the Party of the Second Part to pay any of its accounts for utility purposes

(v) to provide at its own cost, the necessary sanitary sewer lateral connection to the sewer system

(vi) that if the Town wishes to terminate this pleasure licence agreement, the Town must give six (6) ² months written notice to the Club.

(vii) that the Town shall approve any renovations to the building or property or any construction on the land by the Club

(viii) that the Town shall provide normal snow plowing services to the community centre

(ix) to maintain the driveway into the community centre and the parking lot to reasonable standards

(b) The Party of the Second Part agrees:

(i) that the use of the Centre by the Club is limited to the main hall and the small building presently used as a car club room and the immediately adjacent lands and excludes the area known as the wading pool, nursery school play area and the building known as the storage shed.

(ii) to pay all costs of any necessary renovations to put the building in a satisfactory state of repair for use by the Club and private individuals at large. ²

(iii) to pay all hydro, heating, telephone and water bills, as well as any tax bills generated by the imposition of special area and/or local improvement charges.

(iv) to provide the necessary liability insurance, in order to protect the Town from any claims that may arise, and further agrees to deposit a copy of the policy with the Clerk of the Town of Pelham.

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

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

(vii) understands that the Party of the First Part may terminate the agreement upon twelve months written notice by the Town

(viii) to maintain and operate the centre as a community centre, and make same available to the ratepayers of the municipality

(ix) understands that the Club shall establish its own rules and regulations with respect to the operation of the centre and the renting of same to ratepayers and private groups

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

(xi) that the Club may terminate this agreement upon a six months written notice delivered to the Party of the First Part.

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

) Geoffrey K. Gaultlett
) MAYOR

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) [Signature]
) CLERK

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) THE FONTHILL & DISTRICT KINSMEN
) CLUB

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) James W. Genter
) PRESIDENT

)
) Donald M. Walker
) SECRETARY

THIS AGREEMENT MADE IN TRIPLICATE THIS 19TH. DAY OF AUGUST, 1975.A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF
PELHAM,

Hereinafter called the "Town"
of the FIRST PART,

- and -

THE FONTHILL & DISTRICT KINSMEN
CLUB,

Hereinafter called the "Club"
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1. DEFINITIONS in this agreement:

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(iii) to grant complete ~~and~~ of the facilities described in the licence according to the conditions agreed upon in this agreement, with the understanding that the Town may use the building for municipal elections as required

(iv) that the Town may terminate this pleasure licence immediately upon failure of the Party of the Second Part to pay any of its accounts for utility purposes

(v) to provide at its own cost, the necessary sanitary ~~sewer~~ lateral connection to the ~~sewer~~ system

(vi) that if the Town ~~wishes~~ to terminate this pleasure licence agreement, the Town must give six (6) ~~to~~ months written notice to the Club.

(vii) that the Town shall approve any renovations to the building or property or any construction on the land by the Club

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(ii) ~~agrees~~ all costs of any necessary renovations to put the building in a satisfactory state of repair for use by the Club and private individuals at large. ~~to~~

(iii) to pay all hydro, heating, telephone and water bills, as well as any tax bills generated by the imposition of special area and/or local improvement charges.

(iv) to provide the necessary liability insurance, in order to protect the Town from any claims that may arise, and further agrees to deposit a copy of the policy with the Clerk of the Town of Pelham.

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

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SIGNED, SEALED AND DELIVERED

- In the presence of -

) THE CORPORATION OF THE TOWN OF

) PELHAM

)

) Anthony K. Gendron

) MAYOR

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) Elizabeth D.

) CLERK

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) THE Fonthill & District Kinsmen

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) James W. Genter

) PRESIDENT

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) SECRETARY