

THIS AGREEMENT made in duplicate this 4th day of August, 1977.

B E T W E E N:

THE REGIONAL MUNICIPALITY OF NIAGARA,  
hereinafter called the REGION

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM,  
hereinafter called the TOWN

OF THE SECOND PART

WITNESSETH THAT:

WHEREAS the Region is the owner of the Shoalts Drive Reservoir in the Town of Pelham,

WHEREAS the surface of the reservoir property has been sodded and is suitable for organized recreational usage,

AND WHEREAS at the request of the Town the Region has agreed to permit the Town to use the said property for recreational purposes subject to the conditions contained herein,

NOW THEREFORE it is agreed by and between the parties hereto as follows:

1. The Region hereby grants permission to the Town to use the said reservoir property for recreational purposes subject always to the overriding right of the employees of the Region to perform whatever duties may be required for the operation of the reservoir and the maintenance of the grounds thereof.
2. Normal scheduled maintenance of the grounds shall be undertaken by the Region. If the standard of grass maintenance is not adequate for the recreational uses of the Town, then the said Town is to either undertake such additional maintenance on its own initiative or reimburse the Region for such additional maintenance.
3. The Town shall repair any damage to the sod and/or

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plantings on the said grounds or, at the option of the Region, shall reimburse the Region for any such remedial work.

4. Subject to the approval of the Region, the Town shall be permitted to affix and install recreational apparatus on the grounds provided that upon termination of this agreement all such apparatus shall be removed forthwith at the expense of the Town subject to the provisions of paragraph 3 hereof.
5. The Town agrees that the use of the grounds for recreational purposes as aforesaid shall be under the supervision or control of the staff of the Town.
6. The Town shall indemnify the Region against and shall save the Region harmless from all claims, costs or charges arising directly or indirectly out of the use of the said grounds by the Town pursuant to this agreement.
7. This agreement may be terminated by the Region at any time by notice in writing delivered to the Town.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

THE CORPORATION OF THE TOWN OF PELHAM

J. T. Weldon  
(Mayor)

[Signature]  
(Clerk)

THE REGIONAL MUNICIPALITY OF NIAGARA

John Campbell  
(Chairman)

[Signature]  
(Clerk)

DATED August 4th 1977.

THE REGIONAL MUNICIPALITY  
OF NIAGARA

- and -

THE CORPORATION OF THE  
TOWN OF PELHAM

A G R E E M E N T

FRANK L. WALSH, Q.C.,  
Regional Solicitor,  
150 Berryman Ave., Box 3025,  
St. Catharines, Ontario.  
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