

**THE CORPORATION  
OF THE  
TOWN OF NIAGARA-ON-THE-LAKE  
BY-LAW NO. 4879A-21**

A BY-LAW TO AUTHORIZE THE LORD MAYOR AND TOWN CLERK TO EXECUTE AN EXTENSION TO A LEASE AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND THE NIAGARA-ON-THE-LAKE LAWN BOWLING CLUB (Community Centre Lawn Bowling Court 2021- 2026)

**BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:**

1. THAT the agreement dated the 30th day of August, 2021 between The Corporation of The Town of Niagara-on-the-Lake and The Niagara-on-the-Lake Lawn Bowling Club for the use of the Community Centre lawn bowling court for 2021- 2026, be and the same is hereby approved; and
2. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal; and
3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 30TH DAY OF AUGUST 2021**

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LORD MAYOR BETTY DISERO

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ACTING TOWN CLERK COLLEEN HUTT

AN AGREEMENT BETWEEN:

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE  
(Hereinafter called the "Town")

AND

THE NIAGARA-ON-THE-LAKE LAWN BOWLING CLUB  
(Hereinafter called the "Club")

1. The Club is responsible to collect annual membership fees from their members and provide to the Town a sum of \$4029.88.
  - The sum of funds provided to the Town will increase each year of the agreement based on the lesser of 3% or the increase of the Non-Residential Building Construction Price Index (NRBCPI), third quarter.
  - Increases will be made on January 1st of each year beginning in 2022 based on the NRBCPI, third quarter index.
  - The Town will be responsible for all court maintenance costs and hydro expenses.
2. The Town will assume all maintenance of the court, including sweeping of the carpet once every two weeks and washing the carpet 3 times a year. This maintenance plan will be reviewed with the Club executive annually, if required. If an increase of maintenance is required the Club will be responsible for the extra costs payable to the Town.
3. Courts will be available to members as needed. The Club will have exclusive access to the Mori Room and Locker Room at the Community Centre. A Schedule must be submitted to the Town by December 1<sup>st</sup> each year, for scheduling of the following year.
4. The terms of this agreement shall be for a five (5) year period from the 1<sup>st</sup> day of April 2016 to the 31<sup>st</sup> day of March 2021 and at the end of the fourth year of this agreement, the Club, with a written request submitted to the Town, shall have the option to extend the agreement for an additional five (5) years with the same terms and conditions.

Dated this 30th day of August 2021.

NIAGARA-ON-THE-LAKE  
LAWN BOWLING CLUB

THE CORPORATION OF THE TOWN  
OF NIAGARA-ON-THE-LAKE

\_\_\_\_\_  
President

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Lord Mayor Betty Disero

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Secretary

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Acting Town Clerk Colleen Hutt

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Witness