

THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. 5324-21

A BY-LAW TO AUTHORIZE THE LORD MAYOR AND TOWN CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND THE NIAGARA-ON-THE-LAKE PICKLEBALL CLUB INC. (Memorandum of Understanding)

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 17th day of May, 2021 between The Corporation of The Town of Niagara-on-the-Lake and The Niagara-on-the-Lake Pickleball Club Inc., 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 17TH DAY OF MAY 2021

LORD MAYOR BETTY DISERO

TOWN CLERK PETER TODD

THIS MEMORANDUM OF UNDERSTANDING (**MOU**) is entered into this 17th day of May, 2021

BETWEEN:

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

(Hereinafter called "Town")

- AND -

**THE NIAGARA-ON-THE-LAKE
PICKLEBALL CLUB INC.**

(Hereinafter called "Club")

RECITALS

WHEREAS, the Town of Niagara-on-the-Lake owns and maintains the Virgil Sports Park Community Pickleball Courts ("Facility") for the purpose of providing a venue for pickleball; and

WHEREAS, the facility is defined as six (6) pickleball courts, posts, nets, fencing, surrounding grass areas, light poles, electrical equipment, all parking lots; and

WHEREAS, the TOWN and the Club desire to enter into this MOU on the terms and conditions set forth herein.

1. The Club agrees to partner with the Town on all capital improvements required at the Facility.
2. The Town will be responsible for procuring all future major capital improvements in consultation with the Club.
3. The Club will be responsible for purchasing auxiliary items. Examples include – storage lockers, ball machines, wind screens, assorted pickleball equipment. The Town does not accept liability of these items left onsite.
4. The Club will make at minimum one court available during normal Club reserved time for the general public to play.
5. It is agreed that the Club may schedule Tournaments and other Special Events from time to time by providing the Town with one (1) month advance notice. The Town reserves the right to approve and/or deny any proposed tournaments or special events, if date and time conflict with other events. Approval of Tournaments and Special Events shall not be unreasonably withheld. There will not be any courts available for public use during Tournaments or learn to play events.
6. The Club agrees to assist the Town with the management of the gate codes at the facility. This includes maintaining a system for the general public and Club members to access the gate code to enter the facility. The Club will also be responsible for reprogramming the gate code when they decide it needs to be changed. It is at the discretion of the Club to the frequency the gate code is changed. The Town must always be notified of the current gate code.
7. The Club will remove all auxiliary items when the closure of the facility is enacted. This includes the removal of ball machines, wind screens, and all other associated pickleball equipment, with the exception of the storage locker.
8. The Club will remove the wind screens and the Town will store them when the closure of the facility is enacted.
9. The Town will remove and store the Clubs storage locker when the closure of the facility is enacted.

10. The Town will provide an annual maintenance program in early Spring to ensure courts are ready for play. If the Club requests additional maintenance, above regular maintenance, then a fee for service will be established. This would be paid for by the Club.
11. The Town will be responsible for all the court maintenance and hydro expenses.
12. The Town and the Club will agree upon reserved court times for the Club play throughout the week. This schedule will be agreed upon no later than April 1 of any given year and reviewed on a monthly basis. Court signage will be updated as required by the Town and approval, not to be unreasonably withheld, will be granted by the Manager of Parks and Recreation or their designate.
13. The Town will establish the specific dates for the courts to be opened and to be closed. This will be communicated to the Club by January 31st of the given year. When the nets are removed for the season, this will signal the closure of the courts. Court signage will be updated, and no access will be granted until opening of the following year.
14. The terms of this agreement shall be for a five (5) year period from the 1st day of May, 2021 to the 30th day of April, 2026 and at the end of the fourth year of this agreement, the Club shall have the option to extend the agreement for an addition five (5) years with the same terms and conditions.
15. Both parties may terminate the MOU hereto by 30 days written notice.

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

SIGNED, SEALED AND DELIVERED
in the presence of:

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

BETTY DISERO, LORD MAYOR

PETER TODD, TOWN CLERK

NIAGARA-ON-THE-LAKE
PICKLEBALL CLUB INC.
Per:

PRESIDENT

BOARD MEMBER