



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

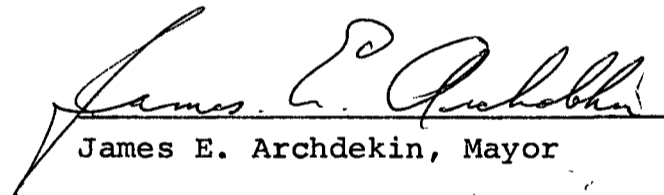
Number 8-78

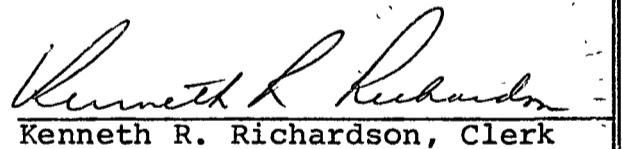
A By-law to authorize the execution of an Agreement between The Brampton Tennis Club and The Corporation of the City of Brampton.

The Council of The Corporation of the City of Brampton  
ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute an Agreement between The Brampton Tennis Club and The Corporation of the City of Brampton, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 9th day of January, 1978.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

THIS AGREEMENT dated the 30th day of November,  
1977.

B E T W E E N :

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the 'City'

OF THE FIRST PART

A N D

THE BRAMPTON TENNIS CLUB

hereinafter called the 'Club'

OF THE SECOND PART

WHEREAS the City is undertaking to construct two new flood-lit all-weather tennis courts adjacent to the existing clay courts in Rosalea Park, fencing for all courts, extension of the clay courts to regulation size and the construction of a new tennis club-house;

AND WHEREAS the City and the Club have agreed to jointly finance this undertaking under the terms and conditions hereinafter specified;

AND WHEREAS the Club is, and will continue to be, an affiliated organization with the City;

NOW THEREFORE the parties agree as follows:

1. The City shall finance the necessary capital expenditure up to an amount of Eighty Thousand Dollars (\$80,000.00); it being understood and agreed that all tennis and club-house facilities excepting Chattels which are located on City owned lands are the property of the City.

2. The City hereby agrees to permit the Club to use the tennis facilities for a twenty (20) year period subject to the terms and conditions of this agreement and on condition that the Club pays to the City fifty per cent (50%) of the capital cost of the improvements recited above up to an amount of Forty Thousand Dollars (\$40,000.00), plus fifty per cent (50%) of all

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debt servicing charges related thereto, in twenty consecutive annual payments as set out on the attached schedule to be made not later than the 1st day of June each year of the agreement.

3. The Club shall have exclusive use of the Rosalea Park tennis facilities in each year from the 1st day of April to the 15th day of November inclusive during the term of this agreement. The Club may book the club-house facilities at other times during each year for the purpose of membership meetings at no charge through the City as required and when available.

4. The Club, during the period of exclusive use, shall be responsible for the complete management, maintenance and operational expenses of the tennis facilities including preparation of clay courts, all utility charges and equipment provision and maintenance and the Club agrees to maintain the facilities in a state of reasonable repair and cleanliness to the satisfaction of the Director of Parks and Recreation of the City.

5. During the term of this agreement, the Club shall maintain liability and fire insurance coverage in an amount and form and with an insurance company to be approved by the City and a certified copy of the insurance policy shall be filed with the City. The insurance policy shall provide that the City is covered as a named insured and that the policy cannot be cancelled except on thirty (30) days written notice to the City.

The Club shall make four courts and ancillary equipment available free of charge to the Parks and Recreation Department of the City between the hours of 1 p.m. and 4:30 p.m. for three afternoons per week during the months of July and August each year for the purpose of providing a public tennis lesson program.

7. The Club shall provide any furniture and appliances deemed necessary to the Club for the club-house and tennis court facilities at no cost to the City and these shall be available if required for City use during the period that the Club does not have exclusive usage of the facilities.

The City shall have the right to do any maintenance, repairs or improvement work to the club-house or any of the other facilities deemed necessary by the City and for this purpose the City shall have the right at any time to enter on to any or all portions of the tennis facilities to inspect or to do work. It is understood and agreed between the parties hereto that the City shall not have any obligation to do any maintenance, repairs or improvements other than as set out in paragraph 9 of this agreement.

9. The Club shall be responsible for any service maintenance or repairs to the tennis facilities or club-house which are caused or result from the Club's usage during its period of occupancy and the City shall be responsible for any service maintenance or repairs to the tennis facilities or club-house which are caused or result from the City's usage during its period of occupancy.

10. The Club shall be responsible for any and all business or Realty Taxes charged against the Club or the City as a result of the Club's use of the facilities. But the Club shall not be responsible for any taxes resulting from the City's use or from any other use authorized by the City.

The Club shall not make any structural changes or alterations to the tennis facilities without first having obtained written permission from the City Director of Parks and Recreation to do so.

12. The Club agrees to operate as an organization affiliated with the City Parks and Recreation Department and to abide by the City policies for affiliated organizations.

13. The Club hereby undertakes and agrees to hold the City harmless from all claims or suits for loss, damage or personal injuries arising from the Club's use of the tennis facilities.
14. The Club may terminate this agreement on sixty (60) days written notice to the City for non-compliance with any of the terms hereof.
- The City may terminate this agreement on sixty (60) days written notice to the Club for non-compliance with the terms hereof. In the event that the City requires the land on which the tennis facilities are located for any other purpose, the City may terminate this agreement providing that acceptable alternative tennis facilities are made available to the Club.
16. In the event that notice is given by either party pursuant to the terms of paragraphs 14 or 15 of this agreement, the other party shall have fifteen (15) days in which to comply with the terms of the agreement and if compliance is made within fifteen (15) days then the notice to terminate shall be null and void. If, however, the agreement is not complied with within a period of fifteen (15) days from receipt of the notice, then the notice shall be effective at the end of the sixty (60) days period.
17. It is mutually understood and agreed that the Club shall have first right to enter into a further agreement with the City at the end of this agreement under terms and conditions acceptable to both parties.
- The parties to this agreement may alter any of the terms, covenants or conditions of this agreement during the term hereof by mutual written agreement by them.
19. In addition to all payments provided for in this agreement and attached schedule, the Club shall also pay to the City fifty per cent (50%) of the cost of all capital improvements in excess of the originally estimated total cost of

Eighty Thousand Dollars (\$80,000.00) plus interest at ten per cent (10%) on the portion of the excess to be paid by the Club, in twenty (20) consecutive annual payments, to be paid not later than the 1st day of June in each year of the agreement.

20.

It is mutually understood and agreed that this agreement replaces all previous agreements between the parties.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals by the hands of their officers duly authorized in that behalf.

DATED at BRAMPTON this 9th day of January, 1978.

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin  
JAMES E. ARCHDEKIN MAYOR

Kenneth R. Richardson  
KENNETH R. RICHARDSON CLERK

THE BRAMPTON TENNIS CLUB

Linda Reid Sec.

Kathy Butler Sec.

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\$80,000.00  
CITY OF BRAMPTON  
10½% Debentures.  
1-20 Years.

<u>YEAR</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL PAYMENT</u>
1.	\$1,000.00	\$8,400.00	\$ 9,400.00
2.	1,000.00	8,295.00	9,295.00
3.	2,000.00	8,190.00	10,190.00
4.	2,000.00	7,980.00	9,980.00
5.	2,000.00	7,770.00	9,770.00
6.	2,000.00	7,560.00	9,560.00
7.	2,000.00	7,350.00	9,350.00
8.	3,000.00	7,140.00	10,140.00
9.	3,000.00	6,825.00	9,825.00
10.	3,000.00	6,510.00	9,510.00
11.	4,000.00	6,195.00	10,195.00
12.	4,000.00	5,775.00	9,775.00
13.	4,000.00	5,355.00	9,355.00
14.	5,000.00	4,935.00	9,935.00
15.	5,000.00	4,410.00	9,410.00
16.	6,000.00	3,885.00	9,885.00
17.	7,000.00	3,255.00	10,255.00
18.	7,000.00	2,520.00	9,520.00
19.	8,000.00	1,785.00	9,785.00
20.	9,000.00	945.00	9,945.00
	<u>\$80,000.00</u>	<u>\$115,080.00</u>	<u>\$195,080.00</u>

September 1975.

PASSED January 9 19 78

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# BY-LAW

No. 8-78

A By-law to authorize the execution  
of an Agreement between The Brampton  
Tennis Club and The Corporation of the  
City of Brampton.