



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 135-78


A By-law to authorize the execution of an Agreement between The Corporation of the City of Brampton and The Peel Board of Education. (PEEL VILLAGE RECREATION CENTRE)

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 Corporation of the City of Brampton and The Peel Board of Education, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in
Open Council this 26th day of June, 1978.


James E. Archdekin, Mayor


R. David Tufts, Acting Clerk

THIS AGREEMENT made in duplicate this 19th day
of November, 1978.

B E T W E E N :

THE PEEL BOARD OF EDUCATION
hereinafter referred to as the 'Board'

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON
hereinafter referred to as the 'City'

OF THE SECOND PART

WHEREAS:

1. The Board is the Owner of lands and premises situate in the City of Brampton and known as Sir Wilfred Laurier School (herein called the 'School');
2. The Board has agreed to lease to the City on the terms and conditions herein set forth, that part of the School more particularly described in Schedule 'A' attached hereto (herein called the 'land') for the purpose of constructing a recreational facility thereon and therein consisting of an indoor (4) tennis court/arena facility together with the appropriate additions and renovations to the southerly portion of the School building for entrance lobby, dressing rooms, snack bar, office, machine and storage rooms, and parking area (all of which are herein collectively called the 'facilities'), and are shown on Schedules B1 and B2 attached hereto;
3. It is the intention that the facilities, together with the playing fields, gymnasium and other school areas referred to herein are to be used jointly by the Board and the City, and the parties hereto are desirous of entering into this agreement to provide for the lease of the land and the regulation of the said joint use.

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained herein, the parties hereto agree with each other as follows:

1. Subject to the provisions of this agreement, the Board doth demise and lease unto the City, its successors and assigns, the land, to have and to hold the land for and during the term of twenty-five (25) years to be computed from the 1st day of December, 1978, and thenceforth next ensuing and subject to the terms of this agreement to be completed and ended the 30th day of November, 2003.

Yielding and paying therefore yearly and every year during the said term unto the Board, its successors and assigns, payment as follows:

- (a) During the first ten (10) years of the term, the City shall pay to the Board the annual sum of Two Thousand Seven Hundred and Eighty-five Dollars and Ten Cents (\$2,785.10) payable in each year on the 1st day of December commencing the 1st day of December, 1978; and
- (b) During the balance of the term and any renewals thereof the annual sum of One Dollar (\$1.00) payable in each year on the 1st day of December.

2. Upon the expiration of the term set out in Paragraph 1 hereof, this agreement shall automatically renew itself indefinitely for further one-year terms unless one party serves the other party with written notice of termination no less than six months prior to the next renewal date.

3. In the event the Board determines at any time during the term of this agreement or any renewal thereof that the School is no longer required for its purposes and the school is sold to a party other than the City, such Purchaser shall be bound by the terms of this agreement and the Board shall obtain a covenant from the purchaser to that effect.

4. As soon as reasonably possible after the execution of this agreement, the City shall undertake the construction of the facilities and once construction is completed, the following provisions of this agreement shall relate to the joint use of them by the City and the Board.

5. The Board shall have the use of the tennis/arena facility and ancillary dressing rooms for a three-hour period each day from Monday to Friday inclusive during the normal annual elementary school term (September-June) excluding school holiday periods, at times agreeable to both parties and between the hours of 8:00 a.m. and 5:30 p.m. at no charge to the Board.

6. The City shall have the use of the gymnasium and adjacent washrooms and dressing rooms situate in the school for up to a four-hour period each day of the year except for a two-week gymnasium refurbishing program required by the Board prior to the school opening in September each year or other times as required by the Board. Such use by the City shall be after 5:30 p.m. on weekdays during the normal school term and at times agreeable to both parties on weekends and holidays or non-school days at no charge to the City.

Notwithstanding the foregoing, the City shall have use of the gymnasium washrooms at all times the tennis/arena facility is in operation and the Board may also agree to allow the City use of other school facilities if and when available in the opinion of the Board at no charge to the City.

7. As far as practically possible the times of use provided by the foregoing paragraphs 5 and 6 will be established in June of each year between the Board and the City and notwithstanding the provisions of the said clauses, both parties by mutual consent in writing may use the facilities as outlined at times prescribed for one other.

8. Maintenance, Caretaking and Security

All normal maintenance, caretaking and security including providing and maintaining the ice surface shall be the responsibility of the City for the facility shown on Schedules B1 and B2 and shall be the responsibility of the Board for the remaining school building being used for school purposes.

During such times as the City is using school facilities, the City shall be responsible for the supervision, cleanliness, maintenance and repairs resulting from this use.

9. Supervision

(i) All Board classes or groups using the City recreation facilities under this agreement shall be under proper supervision of a fully qualified supervisor to be provided by the Board.

(ii) All City programs or community groups using school facilities as indicated in this agreement shall be under proper supervision of a fully qualified supervisor to be provided by the City.

10. Furnishings and Equipment

The normal furnishings and equipment found in each of the areas to be used under this agreement will be made available to the user at no cost except in the case of minor equipment, such as balls, racquets, pucks, etc., which shall be provided by each user. Tumbling mats shall be provided to the City at a cost of Fifty Dollars (\$50.00) per year.

11. Keys

Where it may be necessary or advantageous to both parties, keys may be issued to the Principal of the School and the Manager of the Recreation Centre for access to one another's areas at the times agreed upon or for emergency purposes, but no other person shall have the use of such keys unless previously agreed to in writing by both parties.

12. Outdoor Parking

Parking areas as defined and provided by the Board and the City shall be used exclusively by each party except as follows:

- (i) Where and when the School or the Recreation Centre is normally not operational each may, with notification, use the other's parking area.
- (ii) Where, by mutual agreement, one may use the other's parking area.

13. Snowclearing and Sanding of Internal Service Roads and Parking Areas

The Board shall, under its normal tendering process for snowclearing, obtain prices for both Elementary School and Recreation Centre areas and have the work carried out. The City shall contribute to the cost of this service on an ownership percentage basis of the area to be serviced. The contractor shall invoice each party separately for the percentage of work agreed upon.

14. Service Road and Parking Maintenance and Repairs

Each party shall be responsible for their own maintenance and repairs to service roads and parking areas which they exclusively occupy and use.

15. Maintenance of Fields and Outdoor Recreation Facilities

The City shall provide all normal ongoing maintenance which which would include remedial sodding of all land on the Sir Wilfred Laurier site including playing fields, landscaped areas, playground equipment and ball screens, but excluding parking areas and driveways as previously noted.

16. Use of Fields and Outdoor Recreation Facilities

- (i) The Board shall have the exclusive use of all fields and outdoor recreational facilities during all normal school days up to 5:30 p.m. on each of the said days.
- (ii) The City shall have the exclusive use either directly or indirectly through use by affiliated organizations of all fields and outdoor recreational facilities at all times other than specified in (i) above.
- (iii) Under prior mutual agreement in writing or by permit, either party may have the use of fields and outdoor recreational facilities during times allocated for each other.

17. Capital Improvements or Repairs

The City shall be responsible for payment and carrying out of all capital improvements or repairs on buildings or outdoor facilities shown on Schedules B1 and B2.

18. Insurance

Each party shall provide their own insurance in respect of their properties.

19. Utilities

Each party shall be responsible for their own utilities and charges thereof in respect of their properties. In the event one party is required to use utilities of the other, then a pro-rata rate acceptable to both parties shall be established.

20. Liability

Any claims by third parties for damages arising out of the use of the facilities and other areas referred to in this agreement shall be as between the Board and the City the full responsibility of

- (a) The Board, where the occurrence out of which the claim arose occurs during the Board's use of the facilities and other areas referred to in this agreement.
 - (b) The City, where the occurrence out of which the claim arose occurs during the City's use of the facilities and other areas referred to in this agreement.
 - (c) That each party hereto will keep themselves fully insured against any liability of the third parties as may be found arising from their respective use of these premises.
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In the event that one of the parties hereto is found liable or settles a claim for damages, which liability or claim is, according to this paragraph, the liability of the other party hereto, then the former shall indemnify the latter to the full extent of such liability or settlement as the case may be, including court costs and legal fees provided that no party may claim indemnification from the other party upon settlement of claim with a third party unless the party claiming the indemnification obtains the written consent of the other party of the terms of the settlement.

21. Taxes

It is understood and agreed that any or all of the taxes applicable to the facilities will be the responsibility of the City.

22. In the case of any dispute between the Board and the City during the term hereof and any renewal as to any matter arising hereunder with the exception of the term of this agreement and the payment provided in paragraph 1, either party hereto shall be entitled to give the other party notice of such dispute and demand arbitration thereof, and, after giving notice and demand, each party shall at once appoint an arbitrator, and such appointees shall jointly appoint a third. The decision of any two of the three arbitrators so appointed shall be final and binding upon the parties hereto, who covenant with one another that their dispute shall be so decided by arbitration alone, and not by recourse to any court by action at law.

23.

This agreement is conditional upon the City receiving the approval of the Ontario Municipal Board for the expenditure of funds required to construct the facilities, failing which the City may, at its option, declare this agreement to be null and void. In the event the approval of the Municipal Board is not received by the 1st day of December, 1978 the parties agree to adjust the date of commencement and all other dates set out herein to a date after the said approval is obtained satisfactory to the parties.

24. Successors and Assigns

This agreement shall enure the benefit of and be binding upon the successors and assigns of the parties hereto.

WITNESSETH the corporate seals of The Peel Board of Education and The Corporation of the City of Brampton hereto affixed as attested by the hands of thier proper signing officers in that behalf.

THE PEEL BOARD OF EDUCATION

Clayton Johnson
Director of Education
Robert Laugesen
Chairman of the Board

THE CORPORATION OF THE CITY OF BRAMPTON

Robert J. Albright *at City*
Al Owen *at City*

SCHEDULE "A"

LANDS TO BE LEASED



Reference

[Handwritten signature]

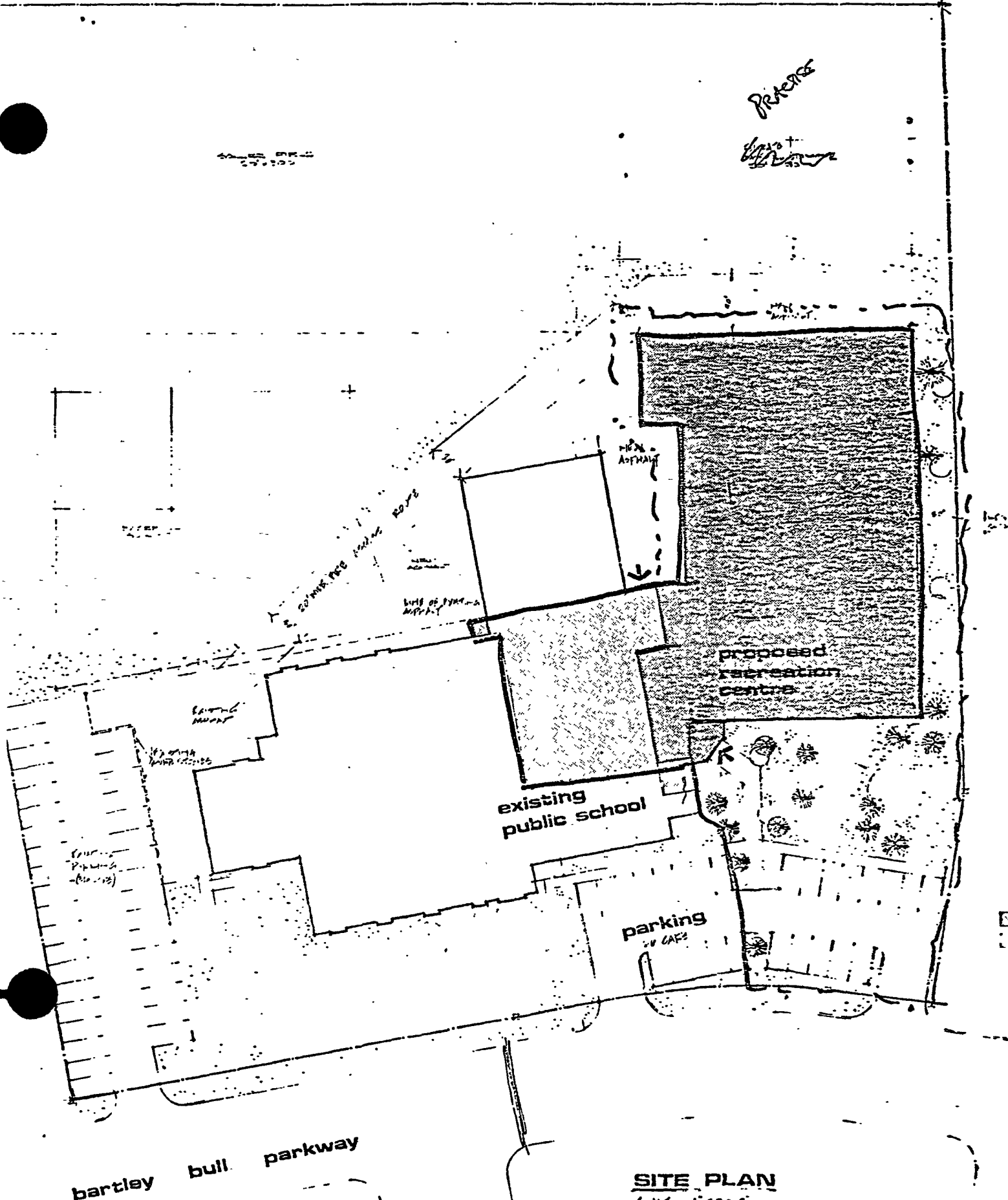
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bartley bull parkway

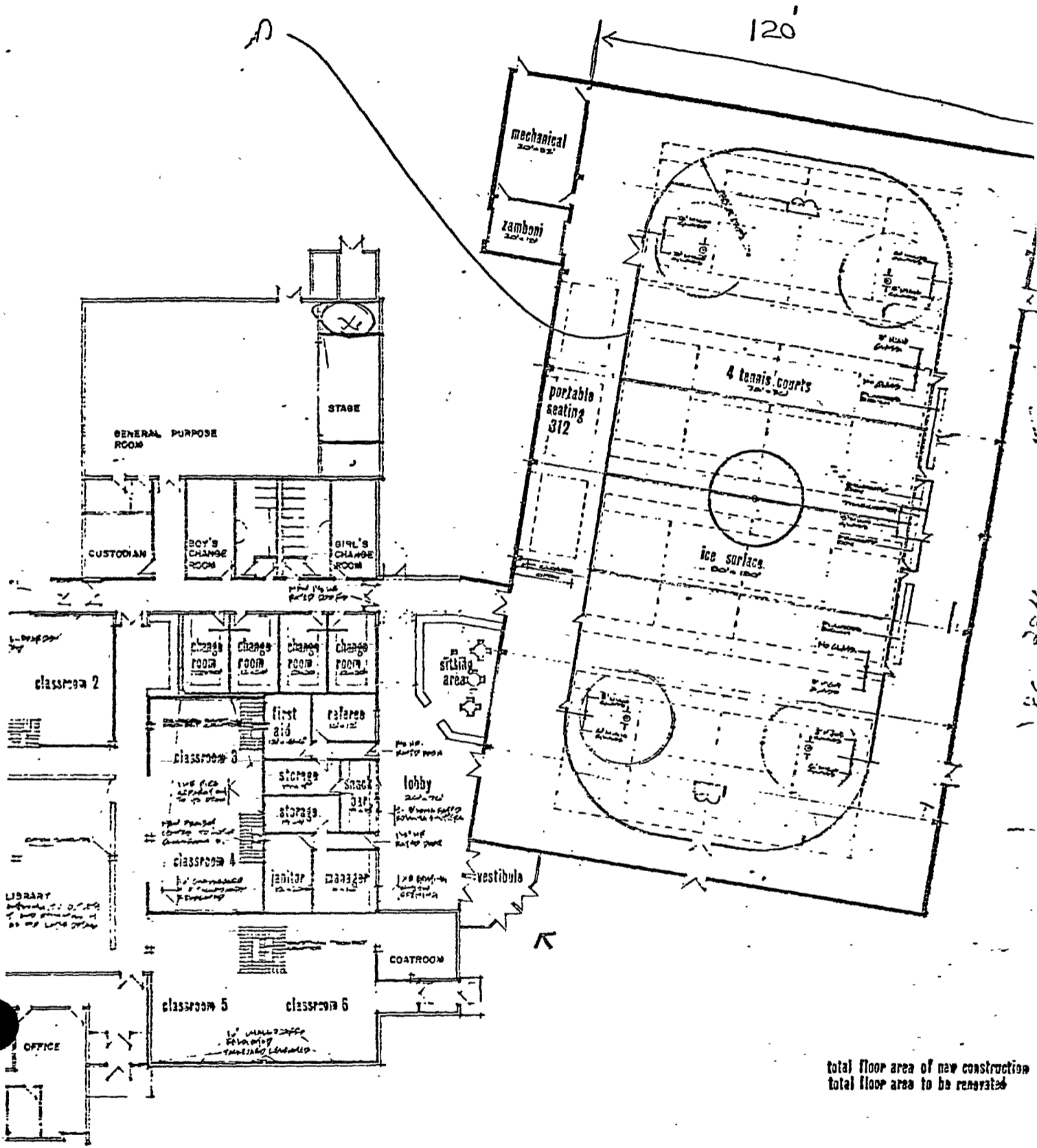
SITE PLAN
CLASS 1/2000

SCHEDULE B (1)



SITE PLAN
SCALE 1" = 20'-0"

SCHEDULE 3 (2)



total floor area of new construction
total floor area to be renovated

GROUND FLOOR PLAN

DATED:

THE PEEL BOARD OF EDUCATION

AND

THE CORPORATION OF THE CITY
OF BRAMPTON

A G R E E M E N T

JOHN G. METRAS
CITY SOLICITOR
CITY OF BRAMPTON
24 QUEEN STREET EAST
BRAMPTON, ONTARIO L6V 1A4