

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 150-74

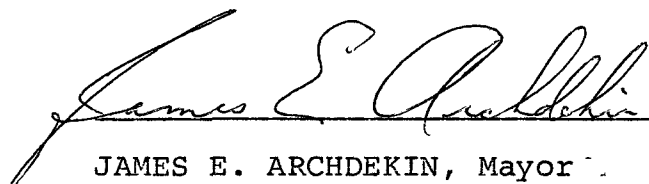
A By-law to authorize the execution
of an agreement with The Peel Board
of Education. (Huttonville School)


WHEREAS it is deemed expedient to enter into and execute an
agreement with The Peel Board of Education;

NOW THEREFORE the Council of the Corporation of the City of
Brampton ENACTS as follows:

1. That the City of Brampton enter into and execute
an agreement, attached hereto as Schedule "A",
with The Peel Board of Education.
2. That the Mayor and the Clerk are hereby authorized
to affix their signatures to the said agreement,
attached hereto as Schedule "A", with The Peel
Board of Education.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council
this 9th day of December , 1974.


JAMES E. ARCHDEKIN, Mayor


KENNETH R. RICHARDSON, Clerk

T H I S A G R E E M E N T made in duplicate this
9th day of December, 1974

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 the parties hereto are desirous of entering into an agreement whereby the Board permits the City to construct an addition to Huttonville Public School, comprising a double gymnasium, dressing and washrooms, craft and class rooms and kitchen, along with certain outside recreational and parking facilities. A drawing of the existing school building along with the addition is annexed hereto as Schedule "A".

AND WHEREAS the Board will be constructing new softball and soccer facilities.

AND WHEREAS the parties hereto are desirous of regulating the joint use of the aforesaid facilities.

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein, the parties hereto mutually agree as follows:

TIMES

1. The Board shall have full and exclusive use of the gymnasium and dressing rooms during the following times:
Monday to Friday inclusive, from 4th September to 30th June inclusive, during the hours 9:00 a.m. to 5:30 p.m. in each school year with the exception of school holidays or professional development days.

2. The Board shall have full and exclusive use of the outside recreational and parking facilities situated on this Board property during the same hours described in Item 1 with the exception of school holidays or professional development days.
3. The City shall have the right to use the said gymnasium and dressing rooms, craft and class rooms and kitchen, and outside recreational and parking facilities during all times not reserved to the Board under Items 1 and 2.
4. (a) Where the Board does not have the full and exclusive right to any or all of the facilities under Items 1 and 2, during a certain period, the City may nevertheless consent in writing to the Board's using the said facility or facilities during such a period and this consent may be extended to include the craft room and the kitchen.

(b) Where the City does not have full and exclusive right to any or all of the facilities contained in this agreement during certain periods, the Board may nevertheless consent in writing to the City's using the said facilities during such periods and this consent may be extended to include all the facilities contained in this agreement.

TERMS

5. This agreement shall be in force for a period of one year from the 1st day of November, 1974, and shall automatically renew itself indefinitely for further one year terms with the appropriate changes in dates in Item 1, unless:
 - (a) the parties agree to any amendments, or
 - (b) one party serves the other party with written notice of termination no less than thirty (30) days prior to the next renewal date. The parties agree that in the event that this agreement is terminated for any reason,

the Board shall within three (3) months purchase from the City the addition at the then current value as determined by appraisal by a qualified appraiser satisfactory to both of the parties and in the event that the parties cannot agree on the selection of an appraiser, each of the parties shall obtain an appraisal at their own expense and in the event that such appraisals differ and the parties cannot agree on a value, then the value of the addition will be determined by arbitration.

MAINTENANCE AND SUPERVISION

6. The City shall supply the Board with keys necessary to open all locks incorporated into the addition herein described.
7. The Board shall supply caretaking services to the total addition herein described at a cost to the City of Three Thousand Five Hundred and Fifteen (\$3,515.00) Dollars per annum as illustrated in schedule of comparative operational costs which is annexed hereto as Schedule "B" and based on a fifty-fifty (50-50) sharing of additional costs. These costs and the fifty-fifty (50-50) basis of sharing to be reassessed on an annual basis and adjusted by agreement of the parties hereto.
8. Maintenance of the area of the addition shall be carried out by the Board as and when required after evaluation and agreement on costs in writing from the City. The cost of such maintenance shall be borne equally by the Board and the City.
9. The Board shall supply and pay for heat, light and water to the herein described addition, and the parties hereto shall pay their share of such costs pro-rated on the basis of use by each party; PROVIDED THAT in the event of any renewal of this agreement, rates may be adjusted by the Board in line with actual costs.

LIABILITY AND FIRE INSURANCE

10. The Board as owner of the land on which the building is located agrees to carry comprehensive liability insurance against any claims for damages by third parties and the City

agrees to carry comprehensive liability insurance to cover claims for damages by third parties resulting from the City's use of any of the facilities or the City's failure to perform any obligations under this agreement.

- 11. The Board shall be responsible for providing fire insurance for the school building and the City shall be responsible for providing fire insurance for the addition.
- 12. In the event that the regulations of any federal, provincial, municipal or other government require additional capital expenditure with respect to safety, it is agreed that the City shall make such capital expenditures as are required.

WITNESSETH the Corporate Seal of the Peel Board of Education and the Corporation of the City of Brampton hereto affixed as attested by the hands of their proper signing officers in that behalf.

THE PEEL BOARD OF EDUCATION

Per: *Dave Gurney*

Per: *J. H. ...*

THE CORPORATION OF THE CITY OF BRAMPTON

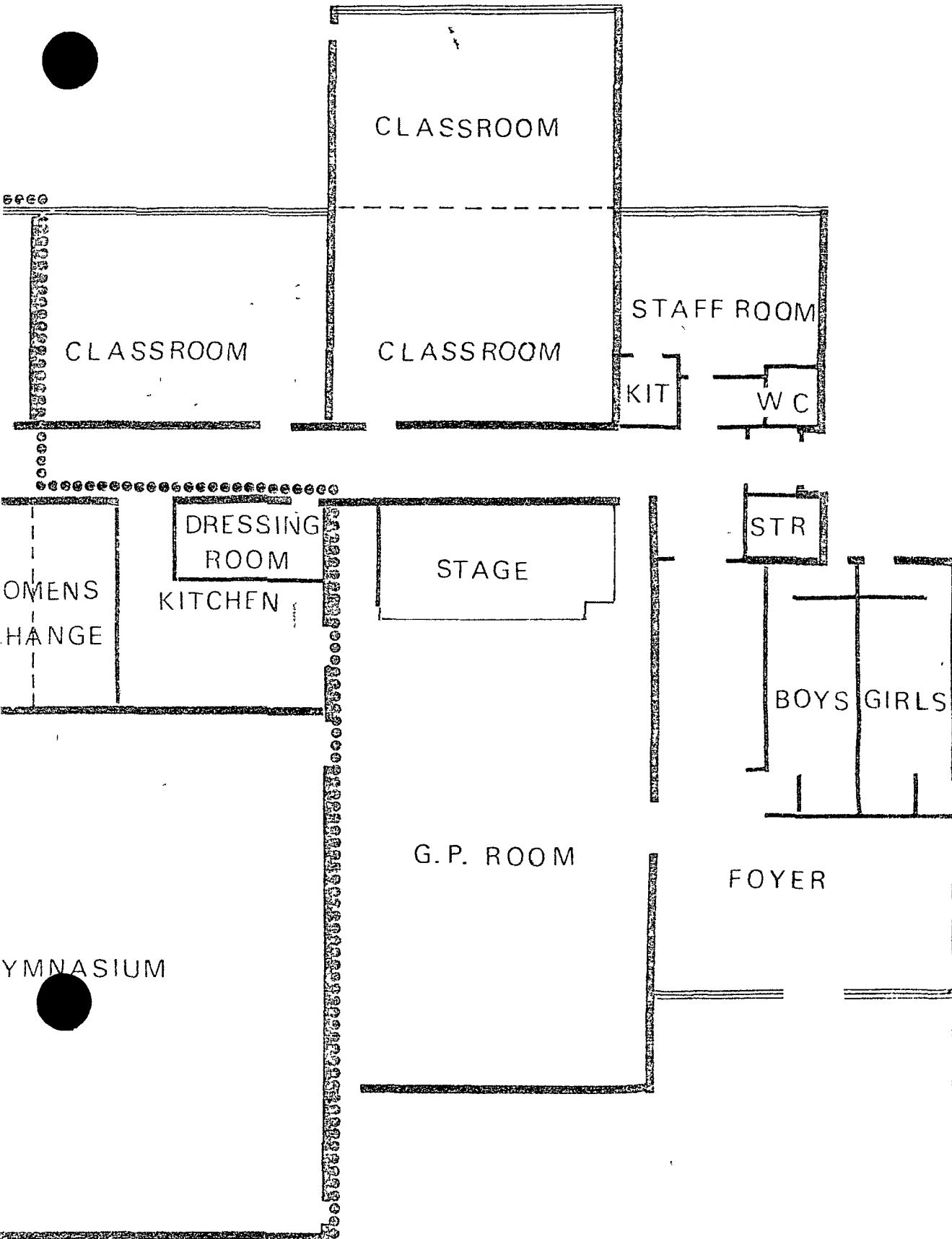
Per: *James E. ...* MAYOR

Per: *Kenneth Richardson* CLERK

BRAMPTON

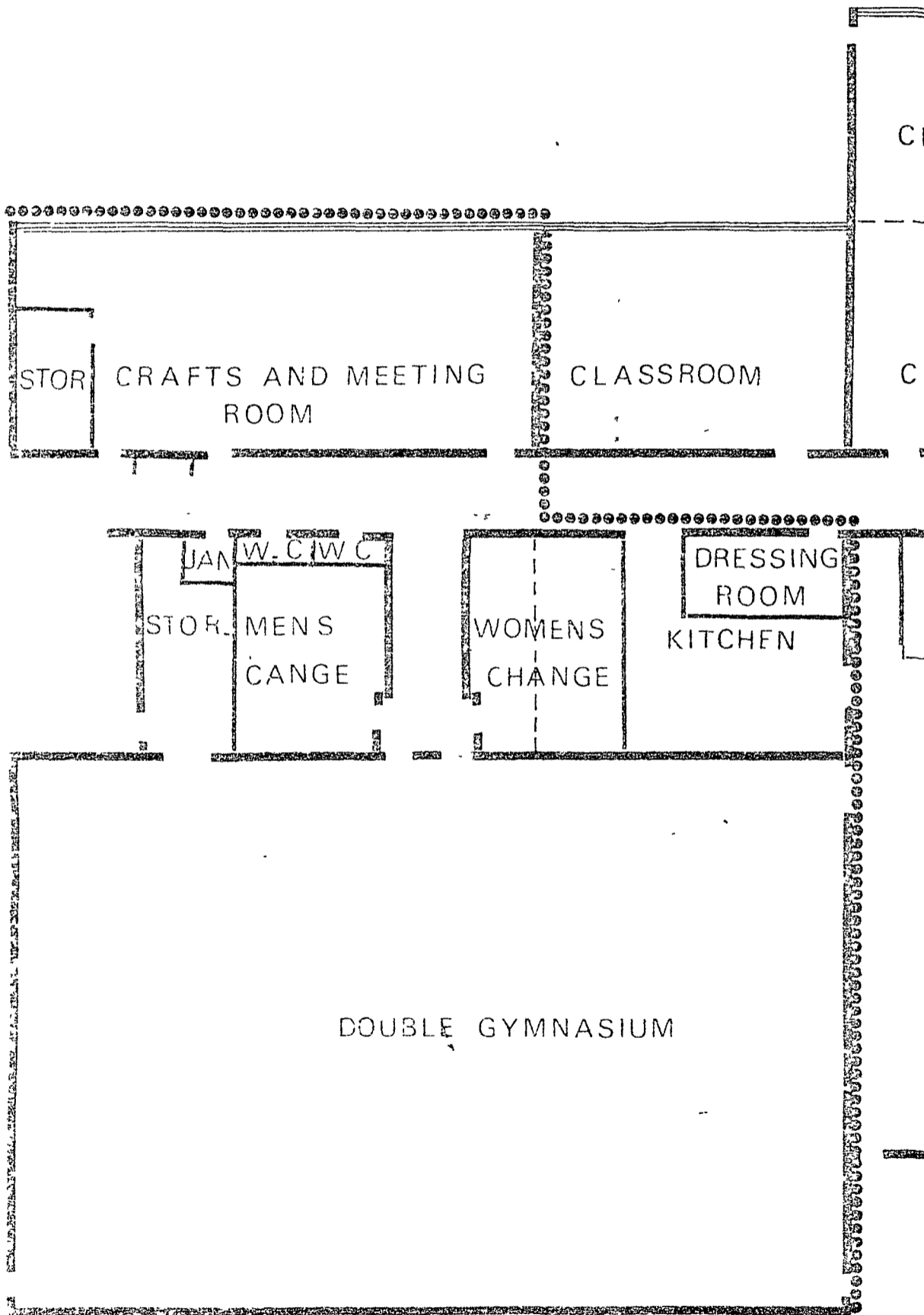
COMMUNITY

REATION CENTRE



CITY OF BRAMPTON

HUTTONVILLE COMMUNITY
SCHOOL - RECREATION CENTRE



SCHEDULE OF COMPARATIVE OPERATIONAL COSTS

OPERATIONAL COSTS

| <u>HUTTONVILLE P.S.</u> | <u>23,771 sq.ft.</u> |
|-------------------------------------|----------------------|
| 1. 1 Head Caretaker | \$ 9,220.00 |
| 2. Fringe B enefits - 7% of #1 | 645.40 |
| 3. Floater Costs - 2% of #1 & 2 | 197.30 |
| 4. 2 Cleaning Ladies | 4,700.00 |
| 5. Fringe Benefits - 3% of #4 | 141.00 |
| 6. Dry Cleaning (14 rooms) | 420.00 |
| 7. Material Costs (4½¢ per sq. ft.) | 1,069.69 |
| 8. Administration (1¢ per sq.ft.) | 237.71 |
| | <hr/> |
| <u>T O T A L</u> | <u>\$ 16,631.10</u> |

COSTS FOR SCHOOL AFTER NEW ADDITION

| <u>HUTTONVILLE P.S.</u> | <u>33,544 sq.ft.</u> |
|------------------------------------|----------------------|
| 1. 1 Head Caretaker | \$ 9,220.00 |
| 2. 1 Assistant Caretaker | 8,551.00 |
| 3. Fringe Benefits - 7% of #1 & 2 | 1,243.97 |
| 4. Floater Costs - 2% of #1, 2, 3 | 380.29 |
| 5. 1 Cleaning Lady | 2,350.00 |
| 6. Fringe Benefits - 3% of #5 | 70.50 |
| 7. Material Costs (4½¢ per sq.ft.) | 1,509.48 |
| 8. Administration (1¢ per sq.ft.) | 335.44 |
| | <hr/> |
| <u>T O T A L</u> | <u>\$ 23,660.68</u> |