



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

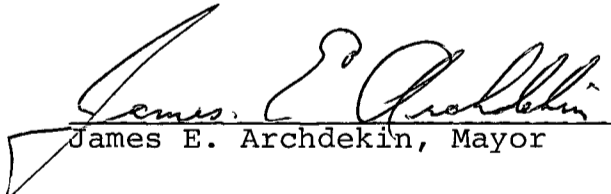
Number 349-79

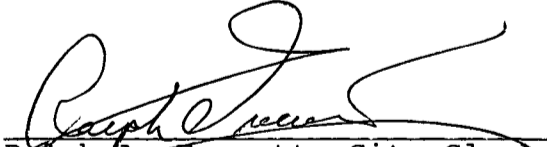
To authorize the execution of an Agreement between The Peel Board of Education and The Corporation of the City of Brampton

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 Peel Board of Education and The Corporation of the City of Brampton, attached hereto as Schedule "A" and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 10th day of December, 1979.


James E. Archdekin, Mayor


Ralph A. Everett, City Clerk

THIS AGREEMENT made in duplicate
this date of DEC 10 1979 1979

BETWEEN:

THE PEEL BOARD OF EDUCATION

hereinafter referred to as the "Board"
of the First Part

AND

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter referred to as the "City"
of the Second Part

WHEREAS the parties hereto have agreed to locate the North Peel Secondary School and the Terry Miller Recreation Centre adjacent to one another

and whereas the parties hereto are desirous of entering into an agreement for the joint usage of the aforesaid facilities owned by the Board and the City.

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

1. Peel Board of Education - Usage of Recreation Centre

During the normal school term excluding in-term holidays:

(average: September 4 to June 29 - 41 weeks x 5 days = 205 days)

Usage of recreation centre including arena and dressing rooms,

4 squash courts and other rooms as mutually agreed upon.

4 hours per school day (as scheduled and agreed upon)

ABOVE NOTED FREE OF CHARGE

2. City of Brampton - Usage of Vocational School

(a) During the year on an annual daily average of 4 hours per day (evenings and weekends) for 360 days per year.

Usage of vocational school including gymnasium, exercise room and dressing rooms, washrooms, staffroom and Spec.Ed. Rooms.

Additionally, the use of the cafeteria (excluding kitchen and P.A. system) where required will be made available free of charge under conditions acceptable to both parties.

(b) During the weekdays of the year for 50 weeks on an average of 2½ hours per day during the daytime hours where available if the school programme permits excluding 2 weeks in August and Statutory Holidays (as scheduled and agreed upon)

Use of the exercise room and dressing rooms.

ABOVE NOTED FREE OF CHARGE

3. As practical as possible such times of usage in 1 and 2 above by both parties shall be established by May 15th of each year between the Board and the City.
4. Notwithstanding clauses 1 and 2 above, both parties by mutual consent in writing may use facilities as outlined, at times prescribed for one another.
5. Maintenance, Caretaking and Security - Buildings
All normal maintenance, caretaking and security is the responsibility of the Board for school property and the City for City property regardless of usage arrangements. It will be the responsibility of the City or the Board when using a joint use facility to perform (as necessary) light caretaking duties when finished. However, damage or breakage directly attributable to either the Board or the City of one another's property shall be repaired by the owner and paid by the user.
6. Supervision
 - (i) All Board classes or groups using the City Recreation Centre under this agreement shall be under proper supervision by a competent person to be provided by the Board.
 - (ii) All programmes or community groups using the Vocational School under this agreement shall be under proper supervision by a competent person to be provided by the City.
7. Furnishings and Equipment
The normal furnishings and equipment found in each of the facilities 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.
8. Keys
Where it may be necessary or advantageous to both parties, keys may be issued to the Principal and his designate of the school and the Manager of the recreation centre and his designate for access to one another's facility at the times agreed upon but no other person shall have the use of such keys unless previously agreed to in writing by both parties.
9. 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 others parking area.
 - (ii) Where, by mutual agreement, one may use the others parking area.

10. Internal Service Roads and Parking Areas - Maintenance and Repairs, Snowclearing and Sanding

Each party shall be responsible for their own maintenance and repairs, snowclearing and sanding of their respective service roads and parking areas. On the jointly owned access entrance all repairs are to be agreed upon and carried out on a 50/50% cost sharing basis.

11. Outside Grounds Maintenance

Each party shall be responsible for their own outside grounds maintenance.

12. Capital Improvements or Repairs

Capital improvements or repairs on buildings or outdoor facilities shall be the responsibility of the respective parties owning the properties.

13. Usage of Fields and Outdoor Recreation Facilities

(i) The Board has the exclusive use of all fields and outdoor recreational facilities during all normal school days up to 6.00 p.m. on each of the said days.

(ii) The City has the exclusive use either directly or indirectly through usage by affiliated organizations of all fields and outdoor recreational facilities at all times other than specified in 13 (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.

14. Review of Agreement

Staff of the Board and the City will review the terms of this agreement annually and in the event amendments or termination is desirable then such shall be placed before the Peel Board of Education and the Council of the City of Brampton for consideration. Notification of termination to be made in writing 60 days prior.

15. Insurance

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

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.

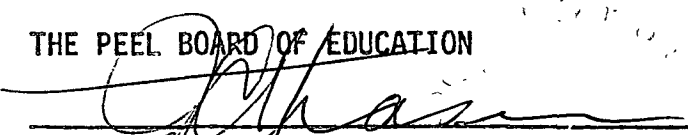
16. Utilities

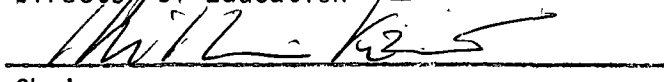
Each party is responsible for their own utilities and charges thereof in respect of their properties. In the event one party

is required to use the utilities of the other then a pro-rate rate acceptable to both parties shall be established and the party using utilities of the other agrees to pay such rate.

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


Director of Education


Chairman

THE CORPORATION OF THE CITY OF BRAMPTON


James E. Archdekin, Mayor


Ralph A. Everett, Clerk

PASSED December 10th 19 79



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