



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 15-77


Being a By-law to authorize the execution of a Lease between The Corporation of the City of Brampton and the Regional Municipality of Peel. (Howden Day Care 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 a lease between the Corporation of the City of Brampton and the Regional Municipality of Peel in the form annexed hereto.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 24th day of January, 1977.


Frederick R. Dalzell, Acting Mayor


K. R. Richardson, Clerk

THIS INDENTURE made this *25th* day of *January*
One Thousand Nine Hundred and Seventy-*Seven*

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

B E T W E E N:

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the Lessor, OF THE FIRST PART

A N D

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the Lessee, OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter respectively reserved and contained on the part of the said Lessee, its successors, administrators and assigns, to be respectively paid, observed and performed, the said Lessor has demised and leased and by these presents DOTH demise and LEASE unto the said Lessee its successors, administrators and assigns,

ALL THAT messuage or tenement situate, lying and being in the City of Brampton, in the Regional Municipality of Peel, and situated on parcel of land known as Block "N" according to a plan registered in the Registry Office for the Registry Division of Peel (No. 43) as Plan Number 857.

WITHIN which said parcel of land the aforesaid day nursery area shall be that structure as delineated in red on Schedule "A" annexed hereto. (Commonly known as the Howden Day Care Centre)

TO HAVE AND TO HOLD the said demised day nursery area for and during the term of twenty (20) years to be computed from the First day of January, 1976, and from thence forth next ensuing and from year to year thereafter.

YIELDING AND PAYING therefore yearly and every year during the said term unto the said Lessor, its successors, administrators or assigns, a yearly rental of one dollar (\$1.00). It is understood and agreed that the Lessee:

- (1) Shall pay to the Lessor the pro-rata amount of the annual payments on the existing debenture, calculated pro-rata for the day nursery space (less Provincial Government grant), such debentures being for a twenty (20) year period, the sum of five thousand, six hundred & forty-eight dollars and fifty-six cents (\$5,648.56) per year payable in advance each January 1st in respect of the finished aforementioned structure, the associated playground, the lands and grounds on which the aforesaid day nursery area is situated and the lands and grounds as necessary for reasonable ingress and egress of children, parents, staff and supplies of the aforesaid day nursery;
- (2) Shall pay the sum of three dollars and fifty cents (\$3.50) per square foot in the first year times the four thousand, eight hundred and sixty-four (4,864) square feet comprising the day nursery area, to be payable in equal quarterly installments in advance on the 1st days of January, April, July and October, being payments for items (a) to (g) inclusive on page 3 based on the Lessor's anticipated costs in the first year with respect to the said items;
- (3) In each and every year after the first year in the said term the sum per square foot as renegotiated annually to reimburse the Lessor for its actual escalated costs with respect to the said items in each such year, payable in the aggregate on the same terms and conditions as set out in clause (2) aforesaid.

THE LESSOR AND LESSEE mutually covenant that at the end of each and every year commencing with the first year, they shall forthwith settle accounts with the Lessee being guaranteed audit rights and any surplus or deficit balance, as the case may be, between the Lessor's anticipated and actual costs for the preceding year with respect to the said items shall, at the option of the Lessor, be reconciled at that time or reflected in the payments for the next succeeding year.

IN RESPECT of the aforesaid payments, the said Lessor covenants to provide for the said Lessee for the period of this lease:

- (a) the right, in common with all other persons entitled thereto, to park motor vehicles of staff and visitors in the existing parking area;
- (b) maintenance and repair involving reasonable wear and tear; damage by fire, lightening and tempest only excepted; and
- (c) the daily cleaning of the day nursery area to a reasonable standard so that the said area will always be suitable for the use as a day nursery as required by section 6(a) and (b) of Reg. 160 of R.R.O. 1970, viz:

"(a) is kept in a clean and sanitary condition;

(b) is swept and dusted at times when the rooms are not occupied by the children"

and

- (d) for the daily removal of refuse and garbage from the day nursery area; and
- (e) reasonable and appropriate maintenance and upkeep of grounds and lands including snow and ice removal from the walkways; and
- (f) water, heat and electricity, and taxes and local improvement charges if applicable; and
- (g) reasonable and appropriate security arrangements consistent with the overall security program to be utilized on the entire premises.

IT IS AGREED between the parties hereto:

THAT the said Lessee shall not assign or sublet or terminate the lease herein and THAT the Lessor shall not consent to or seek any assignment, subletting or termination of the lease without the prior consent in writing of the Minister of Community and Social Services and the Lessee;

AND that the Lessee covenants to pay as aforesaid;

AND that the said Lessor may enter and view state of repair;

AND that the said Lessee will use the day nursery area only for the purpose of a day care centre and provide adequate insurance coverage therefore;

AND that the Lessee will not undertake any structural changes to the day nursery area without first obtaining the written permission of the Lessor;

AND that the said Lessee will leave the day nursery area in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;

AND that the Lessee may remove its fixtures, provided that it repairs any damage as a result of such removal;

AND in the event of fire, lightning or tempest, payments shall cease until such time as the day nursery area is rebuilt to the same standards as the present day nursery area or, in the event that the Lessor decides not to rebuild immediately or to rebuild to different specifications, the Lessee shall be given notice and this lease shall be automatically terminated as of the date of the fire, lightning or tempest;

PROVISO for re-entry by the said Lessor on non-payment of payments or non-performance of covenants.

THE SAID LESSOR COVENANTS with the said Lessee for quiet enjoyment.

THE OPERATION AND PROGRAMMING of the day care centre shall be within the responsibility, control and supervision of the Social Services Department of the Region of Peel.

IT IS further expressly agreed that this lease shall be subject to:

- (i) the lessee applying for and receiving cost sharing approval from the Ministry of Community and Social Services, and
- (ii) the approval of the Ontario Municipal Board on behalf of itself and the Lessor.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

THE CORPORATION OF THE CITY OF BRAMPTON

Frederick R. Dalzell

 JAMES E. ARCHDEKIN Acting MAYOR
 FREDERICK R. DALZELL

Kenneth R. Richardson

 KENNETH R. RICHARDSON CLERK

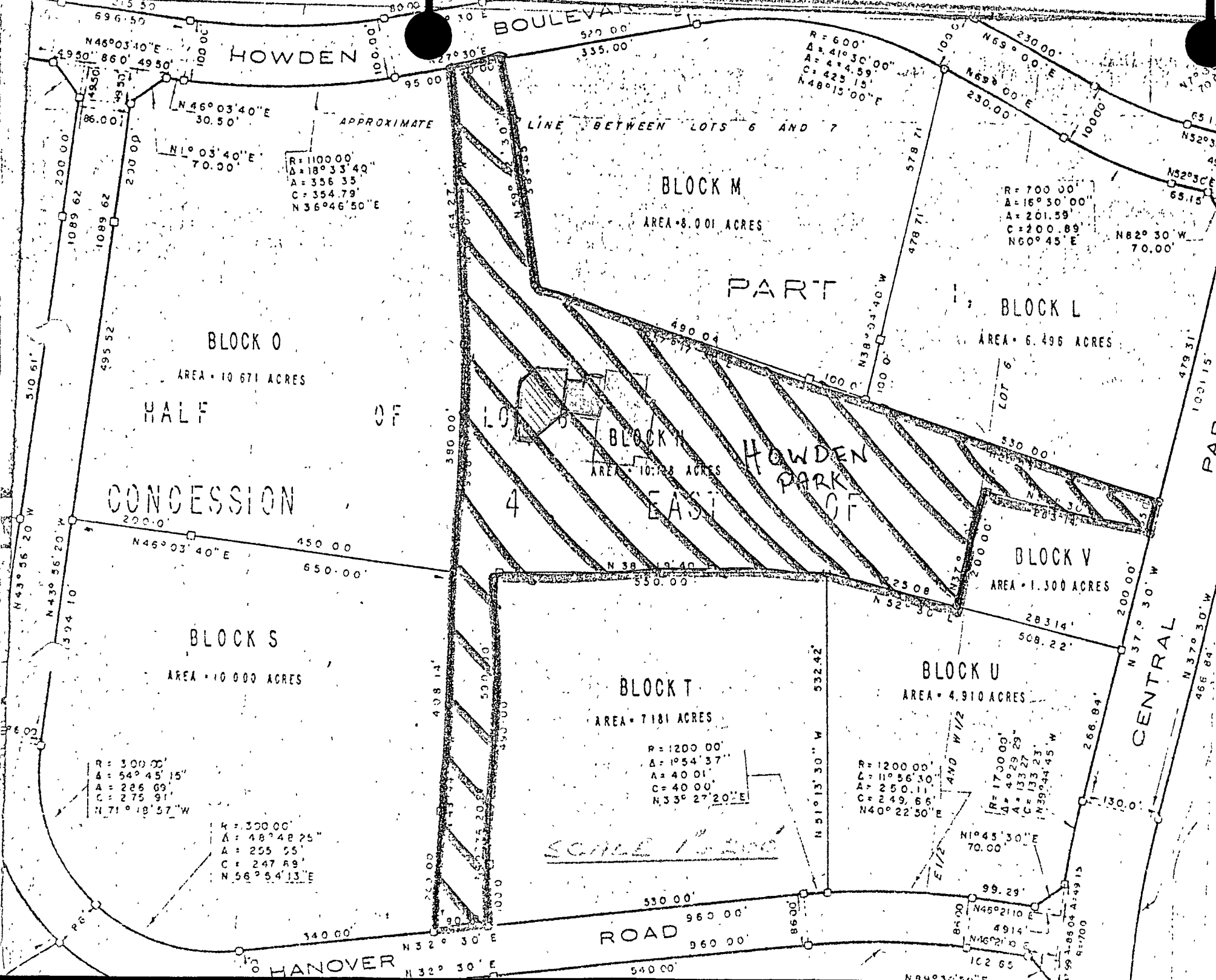
THE REGIONAL MUNICIPALITY OF PEEL


AUTHORIZATION BY-LAW
 NUMBER 149-74
 PASSED BY THE REGIONAL
 COUNCIL ON THE 10
 DAY OF October, 1974


L.V. Parnis

 Chairman
Richard H. Frost

 Clerk



 Day Care Centre portion of Howden Recreation Centre

 Day Care Outdoor play area

Sketch to illustrate description of part of Block N Registered Plan 857
 City of Brampton
 Regional Municipality of Peel
 Scale 1 inch = 200 feet
 Surveyors - John D. Barnes



RESOLVED January 24, 1976



BY-LAW

No. 15-77

Being a By-law to authorize the execution of a Lease between The Corporation of the City of Brampton and the Regional Municipality of Peel. (Howden Day Care Centre)