

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number <u>185-76</u>

A By-law to authorize the execution of an Agreement between The Peel Board of Education and The Corporation of the City of Brampton. (Recreation Facility CASTLEMORE PUBLIC SCHOOL)

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'.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 23rd day of August, 1976.

Archdekin, James E Mayor

Kenneth R. Richardson, Clerk

AGREEMENT dated this 16th day of August, A.D. 1976,

BETWEEN:

- a n d -

THE PEEL BOARD OF EDUCATION, Hereinafter called the "Board"

OF THE FIRST PART

THE CORPORATION OF THE CITY OF BRAMPTON

Hereinafter called the "City"

OF THE SECOND PART

WHEREAS the City is going to construct a facility approximately 110 x 120 feet in size to use for hockey and public skating in the winter and tennis courts in the summer on lands owned by The Peel Board of Education as shown on the attached sketches and located on the grounds of Castlemore Public School.

NOW WITNESSETH THAT THE PEEL BOARD OF EDUCATION AND THE CORPORATION OF THE CITY OF BRAMPTON _ AGREE AS FOLLOWS .: _

1. The Peel Board of Education grants permission to the City to construct the facility PROVIDED that there shall be no costs whatsoever to The Peel Board of Education arising therefrom.

2. The City and The Peel Board of Education agree that the facility shall remain in location for a period of ten (10) years and thereafter if The Peel Board of Education wishes it moved the City will move it or remove it as the Board wishes on one (1) years notice.

3. The Peel Board of Education will make available the use of the school and equipment therein necessary for the public use of the facility subject to termination if such use interferes with the normal school use of the premises.

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4. The City shall have the general control of the use of the facility and will maintain it and will maintain the ten (10) feet driveway to it PROVIDED always that the maintenance shall be in conformity with The Peel Board's standards.

5. The City and the Board agree that the Board shall have the use of the facility for its students without costs to it during usual school hours.

6. The City will save harmless the Peel Board of Education from any public liability claims that may arise from the City's use of the facilities and access thereto.

WITNESS the Corporate Seals of the parties hereto duly attested to by the authorised officers in that behalf.

THE PEEL EDUCATION Per: ---c/s Dir Per:--c/s Chairman of the Board

THE CORPORATION OF THE CITY OF **BRAMPTON** Ayor c/s Per

BLOCK 'A' 1.100oc. 0 Ð \odot (A)0 110' 0" 56' 0" 54'0" × 120'0" × 120'0" × 120'0" PROPOSED AREA HOCKEY RINK PLEASURE RINK 38'**0**" TENNIS COURTS x 78'0" . ÷ Ç LIN.TH Live .

CISTLEMONE PUBLIC SCHOOL

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THE PEEL COUNTY BOARD OF L'DUCATION

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	BETWEEN:	-	
• •	THE PEEL BOARD OF EDUCATION		
	OF THE FIRST PART		
	- and -		
	THE CORPORATION OF THE CITY OF BRAMPTON		
	OF THE SECOND PART		
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	AGREEMENT		
! 	PALLETT & PALLETT BARRISTERS AND SOLICITORS, 34 LAKESHORE ROAD EAST, MISSISSAUGA, ONTARIO. (JCP:1a)		1

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