



AMENDED BY BY-LAW 200-97
215-97

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 139-97

To authorize the entering into of a ground lease and certain agreements in connection with the development, operation and management of a municipal capital facility

WHEREAS Section 210.1(2) of the Municipal Act, R.S.O. 1990, c. M.45, as amended (the Municipal Act) provides that the Council of The Corporation of the City of Brampton (the City), may enter into agreements for the provision of municipal capital facilities by any person;

AND WHEREAS Section 210.1(3) of the Municipal Act provides that agreements entered into under Section 210.1(2) of the Municipal Act may allow for the lease, operation or maintenance of municipal capital facilities by any person and, despite any provision of the Municipal Act or any other Act permitting the City to sell or otherwise dispose of land or buildings when they are no longer required for the purposes of the City, for the sale or other disposition of municipal land or buildings that are still required for the purposes of the City;

AND WHEREAS Ontario Regulation 46/94 provides that municipal facilities used for cultural, recreational or tourist purposes, and ancillary parking facilities thereto, constitute two of the classes of municipal capital facilities for which a municipality may enter into an agreement under Section 210.1(2) of the Municipal Act;

AND WHEREAS the City deems it appropriate to enter into certain agreements pursuant to Section 210.1(2) of the Municipal Act for the development, operation and management of a mixed-use integrated cultural, recreational and/or tourist municipal capital facility as described in the attached Schedule A (the Facility), for the making of a non-revolving loan (the City Loan) to the Limited Partnership (defined below) in the principal amount of \$6,000,000.00 evidenced by the accounts and records maintained by the City, on an interest-free basis maturing on August 31, 2034 or earlier at the option of the Limited Partnership for the purpose of funding the pre-construction phase expenses relating to the Facility and the construction and development of the Facility and any improvements thereto, for the granting of a limited guarantee (the Guarantee) in favour of the Limited Partnership and/or the Project Lenders (defined below) in the principal amount of \$600,000 annually with respect to shortfall in payments due under the project loan, and for the leasing of a certain parcel or tract of lands underlying the Facility, as described in the attached Schedule B, (the Lands) (the Facility and the Lands are collectively referred to as the Project);

AND WHEREAS the City has received its annual debt and financial obligation limit for 1997 (the Limit) and the Treasurer of the City has calculated an updated Limit in accordance with Ontario Regulation 799/94, as amended (the Regulation) prior to the authorization of the Agreements (as defined below) and determined that the estimated annual amount payable in respect of the Agreements would not cause the City to exceed its updated Limit, and that the approval of the Agreements by the Ontario Municipal Board (OMB) pursuant to Section 65 of the Ontario Municipal Board Act in respect of the Regulation is not required;

AND WHEREAS the City has passed By-law Number 99-97 authorizing the execution of a master development agreement (the Master Development Agreement) dated as of May 30, 1997 with respect to the Facility;

AND NOW THEREFORE the Council of The Corporation of the City of Brampton enacts as follows:

1. That the City is hereby authorized to enter into, deliver and perform its obligations under all documents and agreements necessary to complete the transactions contemplated herein and by the Master Development Agreement, including, without limitation, the following agreements (collectively, the Agreements) for the provision of municipal capital facilities pursuant to Section 210.1(2) of the Municipal Act:

(a) a facility provision agreement (the Facility Provision Agreement) between the City and the Brampton Sports Centre Limited Partnership, a limited partnership created under the Limited Partnership Act (Ontario) (the Limited Partnership) to be entered into in June of 1997, in respect of the development and future operation of the Facility the lease of the Lands, the making of the City Loan, the granting of the Guarantee and all other related transactions contemplated in the Facility Provision Agreement;

(b) a loan and priorities agreement (the Loan and Priorities Agreement) between the City, the Limited Partnership and Real Ice Sports Facility Management Services Ltd. to be entered into in June of 1997, substantially in the form presented to the Council of the City, in respect of the making of the City Loan and the granting of the Guarantee;

(c) a ground lease (the Ground Lease) between the City and the Limited Partnership to be entered into in June of 1997, substantially in the form presented to the Council of the City, for the lease of the Lands;

(d) a side letter (the Side Letter) signed by the City and the Limited Partnership to be dated the same date as the Ground Lease to be entered into in June of 1997, in respect of amendments to the Ground Lease which may be required by Royal Bank of Canada and/or Royal Trust Corporation of Canada (the Project Lenders);

(e) a postponement and subordination agreement (the Postponement and Subordination Agreement) between the City and the Project Lenders to be entered into in June of 1997, in respect of the loan by the Project Lenders and all security therefor; and


(f) a maintenance agreement (the "Maintenance Agreement") signed by the City and the Limited Partnership to be entered into in June of 1997, for maintenance of a portion of the Lands.

2. Subject to paragraph 3 below, either (i) the head of council, being the Mayor, and the Clerk of the City, or (ii) the Commissioner of Legal Services and City Solicitor and the Commissioner of Community Services, are hereby authorized and directed on behalf of the City to do all things and to execute and deliver the Agreements on behalf of the City. Such authorized signing officers are hereby authorized and directed on behalf of the City to do all things and to execute and deliver on behalf of the City all other documents necessary to complete the transactions contemplated by the Master Development Agreement and the Agreements, provided that the Agreements and all such other documents necessary to complete the transactions contemplated by the Master Development Agreement and the Agreements shall be approved by the Commissioner of Legal Services and City Solicitor and the Commissioner of Community Services, with such changes to the Agreements as the Commissioner of Legal Services and City Solicitor and the Commissioner of Community Services may approve in their

discretion. The execution of the Agreements shall be conclusive evidence of such approval and the Clerk or the Commissioner of Legal Services and the City Solicitor is authorized to affix the seal of the City to all such documents.

3. That upon the passing of this By-law, the Clerk of the City shall give written notice of the passing of this By-law to the Minister of Education and Training pursuant to Section 210.1(6) of the Municipal Act.

READ a first, second and third time and finally passed, signed and sealed this 9th day of June, 1997.

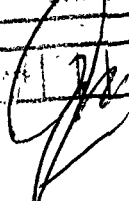


PETER ROBERTSON MAYOR



LEONARD J. MIKULICH CLERK

APPROVED
AS TO FORM
LAW DEPT
BRAMPTON



SCHEDULE "A" to By-law 139-97

Facility means the mixed-use integrated cultural, recreational and/or tourist Municipal Capital Facility, including:

- A. (a) a fully air-conditioned spectator facility capable of accommodating major Junior A hockey, figure skating championships, trade/consumer shows, conventions, concerts, theatrical shows, wrestling, speedskating, classical music performances, international tournaments, basketball, ice shows, circuses, boxing, community events, curling, college activities and community ice usage with spectator capacity (inclusive of all arena viewing seating) of approximately
- (1) 5,000 spectators for ice related events; and
 - (2) 6,000 spectators for all other events,
- including private suites and an exclusive club seat section;
- (b) three (3) additional ice pads; and
- (c) uses ancillary thereto, including:
- (1) a licensed bar and restaurant, together with support facilities;
 - (2) a retail sports store or stores and ancillary facilities;
 - (3) a 1,300 stall paved outdoor parking facility; and
 - (4) facilities to provide vehicular and pedestrian access to and from the improvements, driveways, lighting, landscaped areas and facilities for storage of garbage and other waste material, disposal of storm, surface and waste water, public utilities and the like.
- B. The baseball, rugby and model airplane flying facilities located on the Lands.

LEGAL DESCRIPTION OF LANDS

FIRSTLY:

Part of Lot 13, Concession 2, East of Hurontario Street
City of Brampton
Regional Municipality of Peel
(formerly the Geographic Township of Toronto)
Registry Division of Peel (No. 43)

More particularly described as follows:

Bearings are astronomic and are referred to the Southwest limit of Lot 13, Concession 2, East of Hurontario Street having a bearing of N44° 12' 05" W as shown on Reference Plan 43R-2995.

Commencing at an iron bar which may be located as follows:

Starting at the Southerly corner of the West half of Lot 13, Concession 2, East of Hurontario Street.

Thence N44° 12' 05" W along the Southwesterly limit of Lot 13, being also the Southwesterly limit of Part 6 on Reference Plan 43R-2995, 890.17 feet to an iron bar being the point of commencement.

Thence N39° 00' 25" E, 197.29 feet to an iron bar;

Thence N44° 08' 55" W, 110.00 feet to an iron bar in the limit between the Northerly and Southerly halves of the West half of Lot 13, Concession 2, East of Hurontario Street;

Thence S39° 17' 45" W along the said limit 197.51 feet to an iron bar in the Southwesterly limit of Lot 13, Concession 2, East of Hurontario Street.

Thence S44° 12' 55" W along the Southwesterly limit of the said Lot 13, 110.89 feet to the point of commencement.

Saving and Excepting thereout and therefrom that Part of Lot 13, Concession 2, East of Hurontario Street for road widening purposes more particularly described as follows:

Commencing at a standard iron bar marking the intersection of the line between the Northerly and Southerly halves of Lot 13, with the Southwesterly limit of the said Lot 13, point being the Southerly corner of Part 5 on the said Reference Plan 43R-2995;

Thence S44° 12' 05" E along the Southwesterly limit of the said Lot 13, a distance of 110.89 feet to an iron bar;

Thence N39° 00' 25" E, a distance of 27.19 feet more or less to a point being 27.00 feet measured at right angles to the Southwesterly limit of the said Lot 13;

Thence N44° 12' 05" W, a distance of 100.75 feet more or less to a point in the line between the Northerly and Southerly halves of the said Lot 13;

Thence S39° 00' 05" W, a distance along the line between the Northerly and Southerly halves of the said Lot 13, a distance of 27.17 feet more or less to the point of commencement;

As previously described in Instrument 106684 (Toronto Township).

SECONDLY:

Part of Lot 13, Concession 2, East of Hurontario Street
Shown as Part 6 on Reference Plan 43R-2995
City of Brampton
Regional Municipality of Peel
(formerly the Geographic Township of Toronto, County of Peel)

SAVE & EXCEPT that portion shown as Part 1 on Reference Plan 43R-4681

THIRDLY:

Part of Lot 13, Concession 2, East of Hurontario Street
Shown as Part 5 on Reference Plan 43R-2995
City of Brampton
Regional Municipality of Peel
(formerly the Geographic Township of Toronto, County of Peel)

SAVE & EXCEPT that portion shown as Part 2 on Reference Plan 43R-4681

FOURTHLY:

Part of Lot 14, Concession 2, East of Hurontario Street
Shown as Part 4 on Reference Plan 43R-2995
City of Brampton
Regional Municipality of Peel
(formerly the Geographic Township of Toronto, County of Peel)

SAVE & EXCEPT that portion shown as Part 3 on Reference Plan 43R-4681