



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

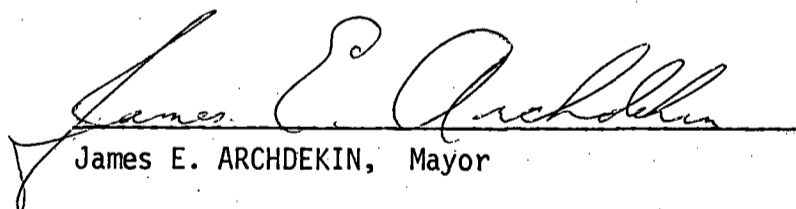
Number 141-80

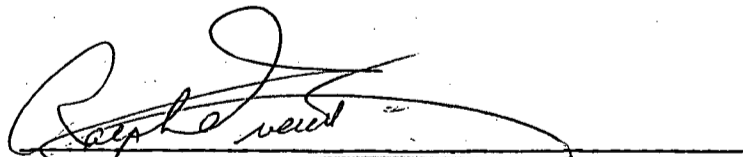
To authorize the execution of an Agreement between The City of Brampton and Bramalea Tennis Club.

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 Corporation of the City of Brampton and Bramalea Tennis Club, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 26th day of May, 1980.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

THIS AGREEMENT made in duplicate this 1st day of May,
1980

BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON,

hereinafter called the "City",

AND

BRAMALEA TENNIS CLUB,

hereinafter called the "Club",

WITNESSES that in consideration of the mutual covenants and agreements herein contained and, subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. The City agrees:

(1) to permit the Club to enter upon and have exclusive use of

(a) the tennis clubhouse in Chinguacousy Park, hereinafter called the "clubhouse", which is shown outlined on Schedule A hereto attached, for all recreational and social purposes of the Club, from the 3rd day of May to the 14th day of October in each year during the term of this agreement, and

(b) the four most easterly tennis courts in Chinguacousy Park, hereinafter called the "courts", which are shown outlined on Schedule A hereto attached, for all the recreational purposes of the Club, from the 3rd day of May to the 14th day of October each year during the term of this agreement;

- (2) to pay for 50% of the cost of any approved capital improvements to the clubhouse or the courts;
- (3) to be responsible for any maintenance, repairs, or security required in respect of the clubhouse, its contents, and the courts, as a result of their use by the City for its programmes;
- (4) that, after the expiration of the term of this agreement, the Club shall have the first right of refusal to a further agreement with the City for the use of the clubhouse and the courts under the terms and conditions the City deems desirable at that time.

2. The Club agrees:

- (1) to pay to the City, in respect of the capital costs of the clubhouse, a total of \$17,452.06, over a three year period, by making payments of \$5,817.35, \$5,817.35, and \$5,817.36, prior to the 1st day of June in each of 1980, 1981, and 1982, respectively;
- (2) to pay to the City, in each year from 1980 to 1994, (both inclusive), in respect of the capital cost of the courts, an amount for each year, as set out in Schedule B hereto attached;
- (3) to be responsible for, and to pay, either directly or to the City, all costs, including business or realty taxes, incurred in the use and operation of the courts and the clubhouse during the period set out in clause 1(1);

- (4) to make all payments by cheque, payable to The Corporation of the City of Brampton, and delivered to the Supervisor of Administrative Services for the Parks and Recreation Department of the City;
- (5) not to make any structural changes or alterations to the courts or clubhouse without first having obtained consent in writing from the Director of Facilities and Programme Services for the Parks and Recreation Department of the City;
- (6) to pay for 50% of the cost of any approved capital improvements to the clubhouse or the courts;
- (7) to be responsible for the management, operation and maintenance of the courts, the clubhouse and its contents, during the period set out in clause 1(1), and for all expenses associated therewith;
- (8) to maintain the clubhouse and the courts in a state of reasonable repair and cleanliness, to the satisfaction of the Director of Facilities and Programme Services for the Parks and Recreation Department of the City, and to be responsible for all repairs required as a result of the use of the clubhouse and the courts by the Club;
- (9) to provide any furniture and appliances required for the clubhouse at no cost to the City, and to permit the use of such furniture and appliances by the City for its programmes during the time the City has use of the clubhouse;

- (10) that the City shall have the right to do any maintenance or to make any improvements to the clubhouse or to the courts which may be deemed necessary or advisable by the City, and for this purpose the City shall have the right to enter in and upon the clubhouse and the courts at any time to do or inspect such work;
- (11) to operate in accordance with the City policies for affiliated organizations and to continue to be an organization affiliated with the City;
- (12) to make the courts and clubhouse available free of charge to the City, for its programmes, for three (3) afternoons each week during the months of July and August each year, between the hours of 1:00 p.m. and 4:30 p.m., if requested to do so by the City;
- (13) that the two (2) courts adjoining the courts and clubhouse used by the Club shall remain under the control of the City at all times, and to use its best efforts to discourage the use of these courts by Club members; and
- (14) not to operate or allow any of its members to operate the floodlights after midnight of each day.

3. It is agreed that:

- (1) the term of this agreement shall be from the 1st day of May 1980, to the 30th day of April, 1995;
- (2) subject to clause 3(3), both the City and the Club

shall have the right to cancel this agreement, upon sixty (60) days prior written notice, if the other party does not comply with the terms of this agreement;

- (3) if a notice is given by either party pursuant to clause 3(2), the other party shall have twenty (20) days from the date of the notice to comply with the terms of the agreement, and, if the terms of the agreement on the basis of which notice was given have been or are being complied with within twenty (20) days from the date of the notice to cancel, such notice shall be null and void;
- (4) the address of the City for the purpose of notification shall be:

Director, Facilities and Programme Services,
Parks and Recreation Department
150 Central Park Drive
Brampton, Ontario. L6T 2T9

- (5) the address of the Club for the purpose of notification shall be:

431 Hansen Road N.,
Brampton, Ontario.
L6V 3T6

- (6) upon the execution of this agreement, the agreement between the City and the Club, dated 6 October 1975, is superseded and is declared null and void.

IN WITNESS WHEREOF the officers of the Club duly authorized in that behalf have set their hands hereunder and the City has hereunto

set its seal under the hands of its Mayor and Clerk.

BRAMALEA TENNIS CLUB

P. Taylor (PRESIDENT)

Ita P. Moyall (Secretary/Treasurer)

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW	
NUMBER	141-80
PASSED BY CITY	
COUNCIL ON THE	26 th
DAY OF	MAY 19 80

James E. Archdekin
James E. Archdekin, Mayor

Ralph A. Everett
Ralph A. Everett, Clerk

SCHEDULE B

Agreement between City and Bramalea Tennis Club

Schedule of Payments for Court Construction

<u>Year</u>	<u>Principal</u>	<u>Semi Annual Interest</u>	<u>Total Payment</u>
1975	270.00	877.27 877.28	2,024.55
1976	331.37	951.98 951.98	2,235.33
1977	374.66	934.59 934.58	2,243.83
1978	412.30	914.92 914.91	2,242.13
1979	452.32	893.27 893.28	2,238.86
1980	502.77	869.52 869.52	2,241.81
1981	555.68	843.13 843.12	2,241.93
1982	611.11	813.95 813.95	2,239.01
1983	675.10	781.87 781.87	2,238.84
1984	747.73	746.42 746.43	2,240.58
1985	827.05	707.17 707.17	2,241.39
1986	911.14	663.75 663.75	2,238.64
1987	1,008.08	615.92 615.91	2,239.91
1988	1,113.96	562.99 562.99	2,239.94
1989	1,228.87	504.51 504.51	2,237.89
1990	1,358.93	439.99 440.00	2,238.92
1991	1,502.47	368.54 368.56	2,239.56
1992	1,659.22	289.67 289.66	2,238.55
1993	1,833.52	202.56 202.55	2,238.63
1994	<u>2,027.53</u>	106.29 106.30	<u>2,240.12</u>
	<u>18,403.81</u>	<u>26,176.61</u>	<u>44,580.42</u>

PASSED May 26th, 1980



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