



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 229-78

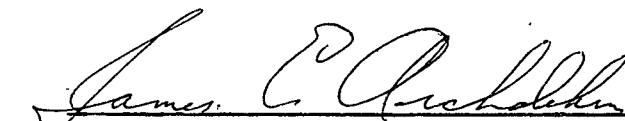
A By-law to authorize the execution  
of an Agreement between The Corporation  
of the City of Brampton and Eric Niskanen.

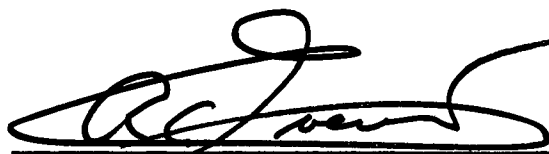
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The Council of The Corporation of the City of Brampton  
ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to  
execute an Agreement between The Corporation of the City of  
Brampton and Eric Niskanen, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council  
this 25th day of September, 1978.

  
James E. Archdekin, Mayor

  
R.A. Everett, Deputy Clerk

PASSED September 25 1978

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# BY-LAW

No. 229-78

SKATE SHARPENING CONCESSION AGREEMENT

THIS AGREEMENT made in duplicate this 1st day of August, 1978.

BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called 'the City'

AND

ERIC NISKANEN

hereinafter called 'the Operator'

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 Operator agrees:

- (1) to provide a skate sharpening service for at least 25 hours and no more than 60 hours per week in each arena set out in column 1 of Schedule 'A' attached hereto during the periods set out in column 2 of the said Schedule 'A';
- (2) to provide the service at each arena set out in column 1 of Schedule 'B' attached hereto on the days set out in column 2 of the said Schedule 'B' for the hours set out in column 3 of the said Schedule 'B';
- (3) to provide the service in the room and using the equipment and machinery provided by the Department of Parks and Recreation at each arena;
- (4) to maintain the room, equipment and machinery in each arena to the satisfaction of the Department of Parks and Recreation;
- (5) to arrange to have all the equipment and machinery used in providing the skate sharpening service at each arena overhauled by competent servicemen at the end of each season so as to leave the machinery and equipment in a state satisfactory to the Department of Parks and Recreation;
- (6) to erect in each arena a plywood sign, measuring two (2) feet by two (2) feet by one-quarter ( $\frac{1}{4}$ ) inch, painted white with black lettering, stating the hours of operation in that arena, as set out in Schedule 'B';
- (7) to provide identification for his staff and to ensure that this identification is worn by the staff while on duty;
- (8) to charge only the prices set out in columns 4, 5 and 6 in Schedule "A";
- (9) to sell related products, e.g. tape, sticks, laces, etc., at prices which are the same, with respect to similar products, as the prices of such products in the snack bar in that arena;

- (10) to obtain permission in writing from the Department of Parks and Recreation for the sale of any specialty items or for promotional activities;
  - (11) to pay a monthly fee in the amount set out in column 3 of Schedule 'A' for the use of the room and equipment in each arena;
  - (12) to deliver cheques in the amount of the monthly fee and payable to the Parks and Recreation Department of the City of Brampton to the manager of each arena before the beginning of the month for which the fee is payable; and
  - (13) to obtain insurance for public liability and property damage in an amount of at least Two Hundred Thousand Dollars (\$200,000.00) for each occurrence and to include in the policy clauses naming The Corporation of the City of Brampton as co-insured and stating that the City shall be given at least thirty (30) days notice prior to termination of the policy, and to provide the City with a copy of the policy.
  - (14) to indemnify and to save harmless the City from and against all claims, demands, actions and proceedings, by whomsoever made or brought, in respect of any costs, expenses, loss, damage or injury, including death, arising by reason of or in connection with the operation of a skate sharpening service in each arena.
2. The Department of Parks and Recreation of the City of Brampton agrees to provide a room and equipment and machinery in each arena in order to enable the Operator to provide the skate sharpening service.
3. It is agreed that:
- (1) the Department of Parks and Recreation may, at any time, and with or without the consent of the Operator, change anything set out in columns 2 and 3 of Schedule 'B' and shall immediately notify the Operator of the changes;
  - (2) the term of this agreement shall be from the first day of August, 1978 to the thirty-first day of July, 1979;
  - (3) the term of this agreement shall be automatically renewed from year to year on the same terms and conditions but may be terminated by either party during the first year or in any subsequent year by mailing to the other party, by prepaid registered post, a written notice of termination two (2) months prior to the stated date of termination;
  - (4) Notwithstanding subsections 3(2) and 3(3), the Commissioner of Parks and Recreation shall have the right to cancel this agreement, upon two (2) weeks prior written notice, if the Operator fails to provide satisfactory service, or fails to keep the room clean and equipment in good repair for the proper operation of the service, or for any other just cause.

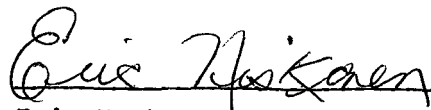
- (5) the address of the City for the purposes of notification shall be:

Commissioner of Parks and Recreation,  
City of Brampton,  
150 Central Park Drive,  
Bramalea, Ontario.  
L6T 2V1

- (6) The address of the Operator for the purposes of notification shall be:

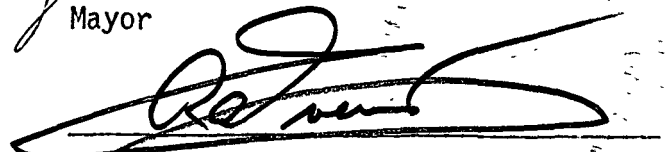
Eric Niskanen,  
International Stick Shop,  
8 Melanie Drive,  
Unit # 5,  
Malton, Ontario;

IN WITNESS WHEREOF the City has hereunto set its seal under the hands of its Mayor and Acting Clerk, and the Operator has hereunto set his hand.

  
Eric Niskanen

THE CORPORATION OF THE CITY OF BRAMPTON

  
Mayor

  
Acting Clerk

SCHEDULE 'A'

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Arena	Operating Period	Monthly Rental	Skate Sharpening (regular)	Sharpening Figure Skates	Skate Sharpening Stainless Steel Skates
Earnscliffe	Sept. 7/78 through April 8/79	\$125.00	\$1.00 pr	\$1.25 pr	\$1.50 pr
Memorial	* Oct. 1/78 through April 8/79	\$125.00	\$1.00 pr	\$1.25 pr	\$1.50 pr
Greenbriar	Sept. 3/78 through Apr. 8/79	\$150.00	\$1.00 pr	\$1.25 pr	\$1.50 pr
Century Gardens	Sept. 7/78 through Apr. 20/79	\$125.00	\$1.00 pr	\$1.25 pr	\$1.50 pr
Victoria Park	Sept. 23/78 through Apr. 8/79	\$ 30.00	\$1.00 pr	\$1.25 pr	\$1.50 pr
Rosalea	Sept. 20/78 through Apr. 8/79.	\$125.00	\$1.00 pr	\$1.25 pr	\$1.50 pr

\* Dates dependent on renovations being completed.

SCHEDULE 'B'

Column 1	Column 2	Column 3
EARNSCLIFFE ARENA	Monday - Friday Saturday Sunday	5.00 p.m. - 9.00 p.m. 8.00 a.m. - 6.00 p.m. 1.00 p.m. - 10.00 p.m.
GREENBRIAR ARENA	Monday - Friday Saturday Sunday	6.30 p.m. - 10.00 p.m. 9.00 a.m. - 9.00 p.m. 9.00 a.m. - 9.00 p.m.
MEMORIAL ARENA	Monday - Friday Saturday Sunday	5.00 p.m. - 9.00 p.m. 9.00 a.m. - 9.00 p.m. 9.00 a.m. - 9.00 p.m.
ROSALEA ARENA	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	5.00 p.m. - 10.00 p.m. 6.00 p.m. - 10.00 p.m. 6.00 p.m. - 10.00 p.m. 6.00 p.m. - 10.00 p.m. 7.00 p.m. - 9.00 p.m. 9.00 a.m. - 9.00 p.m. 9.00 a.m. - 9.00 p.m.
CENTURY GARDENS	Tuesday Thursday Friday Saturday	4.00 p.m. - 9.00 p.m. 6.15 p.m. - 9.30 p.m. 8.00 p.m. - 10.00 p.m. 7.00 a.m. - 10.00 p.m.
VICTORIA PARK ARENA	Wednesday Saturday Sunday	7.00 p.m. - 10.00 p.m. 9.00 a.m. - 9.00 p.m. 9.00 a.m. - 9.00 p.m.