



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 262-91

To authorize the execution
of agreements with users of
the Kennedy Sports Centre

WHEREAS The Corporation of the City of Brampton has entered into a lease with HER MAJESTY THE QUEEN in right of Ontario as represented by the Ministry of Government Services which permits the development of the Kennedy Sports Centre on part of Lots 12, 13 and 14, Concessions 1 and 2, East of Hurontario Street in the former Township of Toronto;

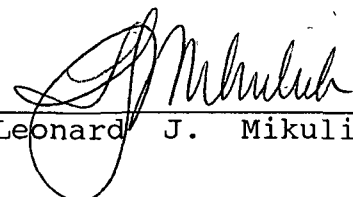
AND WHEREAS the Council of The Corporation of the City of Brampton believes that in order to properly develop and utilize the Kennedy Sports Centre, it is necessary and desirable to enter into agreements and subleases from time to time with proposed users of the Kennedy Sports Centre;

NOW THEREFORE the Council of The Corporation of the City of Brampton ENACTS AS FOLLOWS:

1. The Mayor and Clerk are hereby authorized to execute, in a form approved by the City Solicitor and the Commissioner of Community Services, agreements and subleases respecting the use and rental of the Kennedy Sports Centre.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 16th day of December, 1991.


Peter Robertson Mayor


Leonard J. Mikulich Clerk

APPROVED
AS TO FORM
LAW DEPT
BRAMPTON

WCC

DATE 12/16/91

AGREEMENT

THIS AGREEMENT made in triplicate this 15th day of March, 1991.

BETWEEN: THE CORPORATION OF THE CITY OF BRAMPTON
hereinafter referred to as the "City" OF THE FIRST PART.

and THE BRAMALEA RADIO CONTROL FLYERS INCORPORATED
hereinafter referred to as the "Club" OF THE SECOND PART.

WHEREAS the City is the tenant of certain lands located in the City of Brampton, being part of lots 12, 13 & 14, concessions 1 & 2, E.H.S. more particularly described and shown on Schedule "A" attached hereto, which are leased through HER MAJESTY THE QUEEN in right of ONTARIO as represented by the Ministry of Government Services, ("M.G.S.") hereinafter referred to as the "Kennedy Sports Centre";

AND WHEREAS the City has undertaken to construct a flying field on the said lands;

AND WHEREAS the Club is undertaking to construct a shelter on the said lands;

AND WHEREAS the City and the Club have agreed to finance this undertaking under the terms and conditions hereinafter specified;

AND WHEREAS the Club is presently a recognized group under the City of Brampton Parks and Recreation Department "Adult Sport Group Policy" and agrees to abide by the requirements of this policy during the terms of the Agreement and amendments thereto;

AND WHEREAS the Club is presently affiliated with the Model Aeronautics Association of Canada and is a charter club of said organization and agrees to abide by the Bylaws and Standing Resolutions of said organization during the terms of this Agreement and amendments thereto;

WITNESSETH that in consideration of the sum of \$2.00, receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties agree to enter into agreement for an area of the Kennedy Sports Centre of approximately twelve (12.0) acres of land, hereinafter referred to as the "Site".

1. The City agrees during the term of this Agreement:
 - (1) to permit the Club to enter upon and have exclusive use of:
 - a) the flying field on the Site, hereinafter called the "field", which is shown outlined on Schedule A hereto attached, for all the recreational purposes of the Club;
 - b) the granular parking area on the Site, hereinafter called the "parking lot", which is shown outlined on Schedule A hereto attached, to facilitate parking for all the recreational purposes of the Club;
 - c) the shelter, to be constructed on the Site at the expense of the Club, hereinafter called the "shelter", which is shown outlined on Schedule A hereto attached, for all recreational and social purposes of the Club;
 - (2) to grade and seed the field and all lands adjacent to the field, to provide access to the Site and to provide a granular parking area; it being understood and agreed that the field which is located on the Site is the property of the City;

- (3) to be responsible for any maintenance or repairs to the main access road, including snow removal, and other common areas located at the Kennedy Sports Centre;
- (4) that provided the Club is not in default of the provisions contained in the Agreement, and provided that the Club has given the City its written intention, not later than six months prior to the termination of the initial Term, the Club may renew this Agreement for a further period of up to four (4) re-occurring five (5) year options, hereinafter called the "Renewal Term". This Renewal Term will be under the terms and conditions the City deems desirable at that time and there will be no further right to renew this Agreement beyond the Renewal Term. The Renewal Term shall commence on that day immediately subsequent to the last day of the initial Term;
- (5) to design, with the Club's input regarding appropriate content, build and install a sign which identifies the Club as being situated on the Site, (at a cost to be borne by the Club) as well as providing appropriate signage near the entrance to the premises which will direct participants to the various sites and also acknowledge the assistance from the Province of Ontario in the development of the Kennedy Sports Centre;
- (6) to provide hydro services, water and sanitary facilities from a centrally designated location for use by the Club and other participating groups;
- (7) to repair any damages to the Site which are caused by City employees or sub-contractors hired by a City representative while employed on the Site;
- (8) to accept full responsibility arising by reason of or in connection with the use and operation of any facilities on the Site during agreed upon periods of use by the City. Furthermore the City shall exonerate the Club of any and

all responsibility during this period of use, excluding snow removal as defined in Clause 2 (17).

2. The Club agrees:

- (1) to be responsible for, and to pay, either directly or to the City, all costs incurred through business, realty, or land taxes, sodding, paving the parking lot, floodlighting, fencing, bleachers, irrigation, electrical, gas, water and sanitary services from a central access point, regular utility charges, (including hydro, water and sewers, telephone, gas or any other type of utility) facilities or equipment required for the use and operation of the field and other facilities or parking areas located on the Site during the period set out in Clause 4 (1). The Club is responsible to pay directly to its creditors all costs in accordance with the terms and conditions of each invoice. In the event that a City representative assists the Club in arranging any type of work or service for the Site, the Club is responsible to pay for such work or service in accordance with the terms and conditions of the invoice;
- (2) to release and discharge, and to indemnify and save harmless, the Corporation of the City of Brampton and HER MAJESTY THE QUEEN in right of Ontario as represented by the Minister of Government Services from and against all claims, demands, actions and proceedings, by whomsoever made or brought, in respect of any costs, expenses, losses, damage or injury, including death, arising by reason of or in connection with the use, and operation of the field and shelter on the Site by the group, the participants and the spectators;
- (3) It is understood and agreed that the Club shall obtain liability insurance acceptable to the City, all at its own expense, for public liability and property damage in an amount of not less than \$2,000,000.00 for each occurrence in connection with the use and operation of the field and shelter on the Site. This policy shall name

The Corporation of the City of Brampton and HER MAJESTY THE QUEEN in right of Ontario as represented by the Minister of Government Services as additional insureds. It is further understood and agreed that the Club is responsible for all other insurance in relation to theft, damage and fire for all equipment or furniture owned by the Club. The Club shall rebuild, repair, or replace at its expense, any facilities or equipment which are destroyed by fire or otherwise to a condition satisfactory to the City, or restore the Site to its condition prior to the commencement of construction of the shelter to the satisfaction of the City;

- (4) to make all payments by cheque in accordance with a "schedule of payments" to be arranged between the parties, payable to the 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) to submit a written request to the City when seeking permission to build/erect/install a shelter or any type of structure or signage on the Site. It is understood that all facilities must be constructed using specific materials approved by the City, and that such facilities be compatible with the overall concept of the Kennedy Sports Centre and that the Club must receive approval of all plans in writing from the City representative prior to any construction. All permits, or approvals for building permits, or requirements of any governmental agency and related costs thereof are the responsibility of the Club;
- (6) that the determination of a rental fee for the field or the shelter for any other group including the City would be the responsibility of the Club, however the applicable fees must be consistent with rates charged by the City for similar facilities. Such groups and fees must be approved by the Commissioner of Community Services for the Parks and Recreation Department of the City;

- (7) that the club shall operate as a non-profit organization only, and that the Club shall submit to the City an annual financial statement acceptable to the City;
- (8) that usage of the field or shelter shall be established in the following order of priority:
 1. Club activities
 2. City activities
 3. Other Community organizations;
- (9) not to effect any major structural construction changes or alterations on the Site, including the field, parking lot, shelter, or any other facilities, without first having obtained consent in writing from the Commissioner of Community Services for the Parks and Recreation Department of the City, which consent may not be unreasonably withheld;
- (10) not to sub-lease or assign this Agreement to any group without first having obtained consent in writing from the Commissioner of Community Services for the Parks and Recreation Department of the City;
- (11) to be responsible for the management, operation, maintenance and security of the Site including the field, shelter and its contents and the parking lot, during the period set out in clause 4(1), and to be responsible for all expenses associated herewith;
- (12) to operate as a "recognized" group in accordance with the City of Brampton, Parks and Recreation Department "Adult Sport Group Policy" and amendments thereto; it is acknowledged that this Agreement is to be deemed to be consistent with the deviations permissible under that policy;
- (13) that the City shall have the right to enter onto the Site at any reasonable time for purpose of inspection;

- (14) where the Commissioner or his delegate is not satisfied with the state of repairs of any facilities on the Site, he shall give the Club written notice to effect the necessary repairs within fourteen days, failing which the City may enter onto the Site and effect the repairs at the Club's expense;
- (15) to ensure quiet access and egress when entering and leaving the Site and to ensure quiet enjoyment and good public relations with others using the Kennedy Sports Centre and abutting property owners. The Club is responsible for the control of all spectators and participants associated with all events hosted on the Site;
- (16) to park all motorized vehicles in specific allocated spaces within the Club's parking lot located on Site. It is understood that in the event the Club is planning a major event and needs additional parking spaces in areas beyond their Site, the group must request and receive prior approval from the designated Parks and Recreation Department representative;
- (17) to be responsible for all snow removal from the parking lot during all Club activities on the Site to ensure that all maintenance and emergency vehicles have access to the Site at all times;
- (18) not to offer foodstuffs or other products for sale to the general public, other than to authorized guests or members. For any special event or function that invites the general public to the Site, the type of foodstuffs or other products for sale and the methods of dispensing the same will be subject to a mutual agreement of the two parties;
- (19) that floodlights, if they are to be installed, will only be permitted to be used between the hours of 3:00 pm and 11:00 pm each day;

- (20) that it shall not permit the use of snowmobiles and other types of off-road recreational vehicles by members of the Club or their guests on the Site;
- (21) to notify the Commissioner of Community Services for the Parks and Recreation Department of the City in writing of any and all maintenance requirements that the Club may request the City to perform. It is understood that all Site maintenance being performed by the City will be done at a pre-negotiated fee for services. It is also understood that the Club may contract maintenance requirements to another group or individual as it deems necessary;
- (22) to comply with the provisions of the Construction Lien Act, 1983 as amended, with respect to the construction of the shelter, or any other type of structure and in particular:
- a) at the Club's expense, to pay, discharge, vacate and obtain and register a release of, all charges, claims, liens, and all preserved or perfected liens, made, brought, or registered pursuant to the Act, within 10 days of receiving notice from the City to do so, and
 - b) to indemnify and hold harmless the City and HER MAJESTY THE QUEEN in right of Ontario as represented by the Minister of Government Services from all losses, damages, expenses, actions, causes of action, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Club to comply with the Act or by reason of any action brought against the City and HER MAJESTY THE QUEEN in right of Ontario as represented by the Minister of Government Services pursuant to the Act and arising out of the performance of this agreement by the Club and its servants, employees, agents and contractors;

- (23) that the City leases the Kennedy Sports Centre and the site from HER MAJESTY THE QUEEN in right of Ontario as represented by the Ministry of Government Services ("M.G.S."):

The Club acknowledges and agrees that in accordance with the Head Lease between the City and M.G.S., that M.G.S. shall have the right without limitation to grant easements and rights of way over the Site or parts thereof, for any purpose whatsoever and such right shall include the right to extend the limits of the rights of way reserved by M.G.S. for various transportation, communication and utility corridors. M.G.S. further reserves unto itself, its grantees and assignees an unrestricted easement over the Site for access to service the said transportation and utility rights of way;

- (24) and acknowledges that they will comply with the terms and conditions in the Head Lease dated November 1st, 1984 between Ministry of Government Services and the City of Brampton, as set out in Schedule "B" attached hereto.

3. Disposition of Assets;

It is agreed that:

- (1) in the event the Club constructs a shelter on Site, it is understood and agreed that the following will apply:
- a) during the term of this Agreement and in the event this Agreement is terminated by the City or the Club, or if the Club disbands or ceases to function as a recognized group under the City of Brampton Parks and Recreation Department "Adult Sport Group Policy", then the ownership of the shelter is automatically vested in the City, and
 - b) at the conclusion of the term of this Agreement or any renewal thereof the Club shall transfer ownership of the shelter to the City for a nominal fee of \$2.00;

(2) all other improvements and structures including floodlighting, bleachers and fencing shall, upon termination of this Agreement at any time and for any reason become the property of the City.

4. It is agreed that:

(1) the term of this Agreement shall be from the 15th day of March, 1991, to the 14th day of March, 2011;

(2) in the event of infringement by the Club of the terms herein, the City shall forthwith notify the Club in writing;

(3) if such a notice is given by the City pursuant to clause 4 (2), the Club shall have sixty (60) days from the date of the notice to comply with the terms of this Agreement, failing which, the City has the option of rectifying the breach or condition giving rise to the notice at the expense of the Club, or immediately terminating the Agreement. If the terms of this Agreement on the basis of which notice was given have been or are being complied with sixty (60) days from the date of the notice to cancel, such notice shall be null and void;

(4) notwithstanding clause 4 (2), in the event that the Club goes bankrupt or makes an assignment for the benefit of its creditors, then this Agreement shall be immediately terminated;

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

Commissioner of Community Services
Parks and Recreation Department
2 Wellington Street West
Brampton, Ontario
L6Y 4R2

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

Bramalea Radio Control Flyers Incorporated
Attention: Club Secretary
P.O. Box 2274
Brampton, Ontario
L6T 3S4

IN WITNESS WHEREOF the parties have hereunto set their hands and seals by their officers duly authorized on that behalf.

THE CORPORATION OF THE CITY OF BRAMPTON



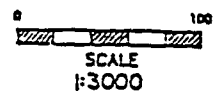
PER: *Peter Robertson*
Mayor - ~~Paul Beisel~~ Peter Robertson

PER: *L. Mikulich*
Clerk - Leonard J. Mikulich

BRAMALEA RADIO CONTROL FLYERS INCORPORATED

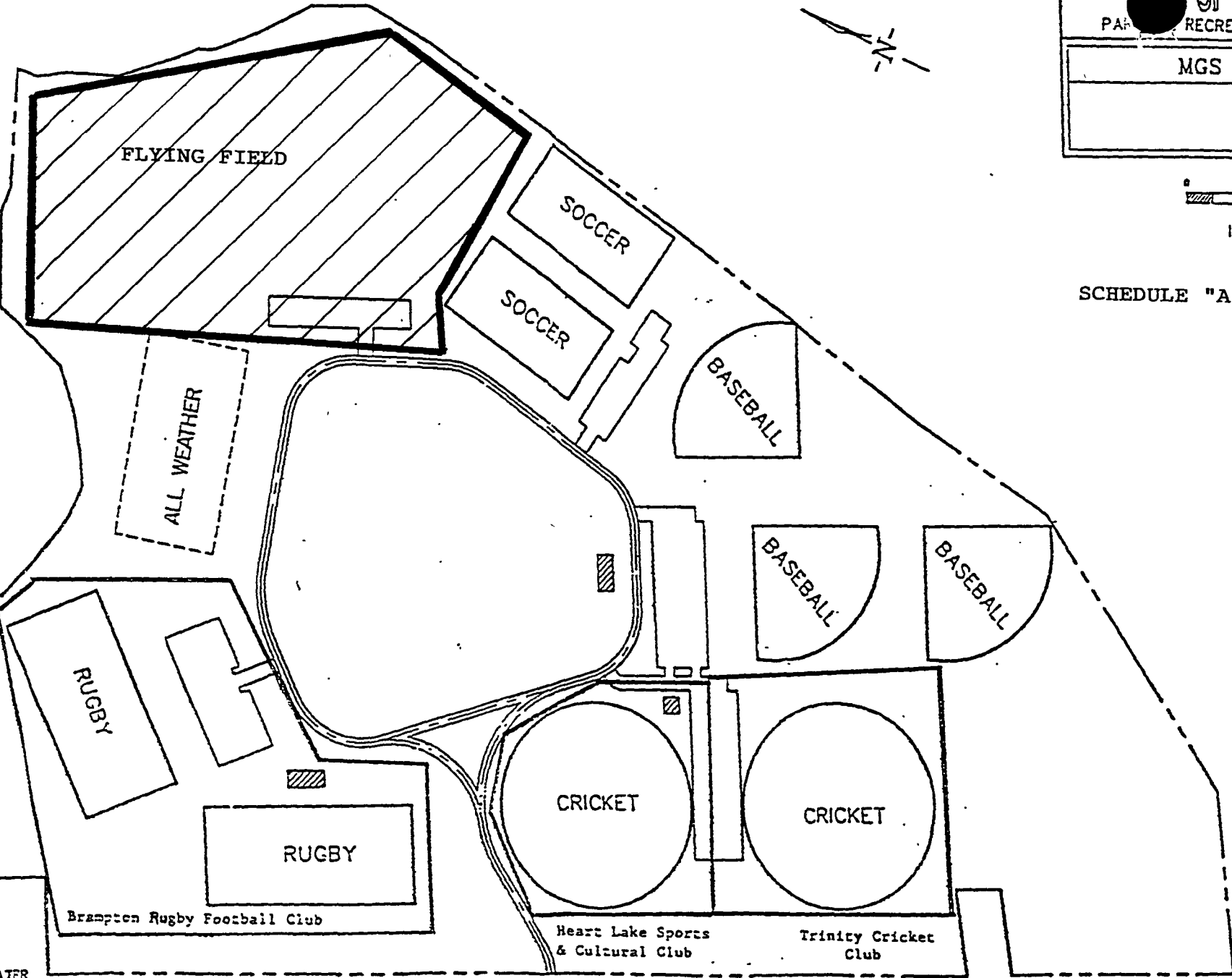
PER: *Murray Sparks*
President - Murray Sparks

PER: *Fred Messacar*
Secretary - Fred Messacar



SCHEDULE "A"

SUBJECT SITE →



EXIST. 150mm Ø WATER

KENNEDY ROAD