



# The Municipal Corporation of the Town of Fort Erie

## By-law No. 161-2019

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### Being a By-law to Authorize the Entry into a Lease and Municipal Capital Facility Agreement with the Boys & Girls Club of Niagara (1555 Garrison Road)

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**Whereas** the entry into a Lease and Municipal Capital Facility Agreement with the Boys & Girls Club of Niagara for the operation of the E.J. Freeland Community Centre located at 1555 Garrison Road, in the Town of Fort Erie, was considered and approved at the Closed Session Special Meeting of Council held on December 16, 2019; and

**Whereas** the leased premises will be used as a Municipal Capital Facility for the purpose of the municipality and for public use pursuant to section 110(6) of the *Municipal Act, 2001*, as amended; and

**Whereas** subsection 110(1) of the *Municipal Act, 2001*, as amended, permits the municipality to enter into Agreements for the provision of Municipal Capital Facilities; and

**Whereas** it is deemed desirable to enter into a Lease and Municipal Capital Facility Agreement with the Boys & Girls Club of Niagara;

**Now therefore** the Municipal Council of The Corporation of the Town of Fort Erie enacts as follows:

1. **That** the entry into a Lease and Municipal Capital Facility Agreement with the Boys & Girls Club of Niagara for the operation of the E.J. Freeland Community Centre located at 1555 Garrison Road, Fort Erie, in the form of Schedule "A" attached to and forming part of this by-law, is authorized and approved.
2. **That** the Mayor and Clerk are authorized and directed to execute the Lease and Municipal Capital Facility Agreement, in a form satisfactory to the Town Solicitor, and to affix the corporate seal thereto.
3. **That** the Clerk of the Town is authorized to effect any minor modifications, corrections or omissions, solely of an administrative, numerical, grammatical, semantical or descriptive nature to this by-law or its schedules after the passage of this by-law.

**Read a first, second and third time and finally passed this 19<sup>th</sup> day of December, 2019.**

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Mayor

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Clerk

## **THIS LEASE AND MUNICIPAL CAPITAL FACILITY AGREEMENT**

dated as of the     day of     December, 2019

made in pursuance of the *Short Forms of Leases Act*

### **BETWEEN:**

**BOYS & GIRLS CLUB OF NIAGARA**  
hereinafter called the "B&GCN"

**-and-**

**THE CORPORATION OF THE TOWN OF FORT ERIE**  
hereinafter called the "Town"

### **WHEREAS:**

1. The Town is the registered owner of certain lands known municipally as 1555 Garrison Road, Fort Erie, commonly referred to as the E.J. Freeland Community Centre (the "Community Centre"), more particularly described in Schedule "A" attached hereto;
2. The B&GCN has requested permission to lease the building (the "Demised Premises") as outlined in red and shown on Schedule "B" attached hereto, for the purpose of a municipal community centre providing recreational programming and community services for all ages.
3. By-law No. 161-2019 was passed by the Municipal Council of the Corporation of the Town of Fort Erie on December 19, 2019, authorizing the entry into a Lease and Municipal Capital Facility Agreement (the "Lease") with the B&GCN of the Demised Premises;
4. The B&GCN is a non-profit corporation duly incorporated pursuant to the laws of the Province of Ontario and has properly authorized the entering into of this Lease.

**NOW THEREFORE, IN CONSIDERATION** of the rents, covenants and agreements herein reserved and contained on the part of the B&GCN, the Town demises and leases unto the B&GCN, its successors, administrators and assigns the Demised Premises;

### **1 TERM**

- 1.1. The Town leases and demises the Demised Premises for a term of Ten (10) years commencing the 1st day of April, 2020 (the "Lease Commencement Date") and fully ended on the 31st day of March, 2030 (the "Term"), subject to the provision that the B&GCN shall have the option to renew this Lease for a further term of Ten (10) years, provided:
  - a) written notice of the B&GCN's wish to renew this Lease for a further Term is given within six (6) months of the expiration of the Term of this Lease, and

- b) the terms, conditions and term of such renewal are mutually agreeable to both parties, and
- c) the B&GCN is in compliance with all terms and conditions of this Lease, and
- d) the renewal is subject to the approval of the Municipal Council of The Corporation of the Town of Fort Erie.

## **2 LEASE FEE**

- 2.1** The B&GCN shall pay to the Town annual rent for each year of the Term of this Lease at a rate of One Dollar (\$1.00) plus applicable taxes (Provincial Sales Tax, Goods & Services Tax and/or Harmonized Sales Tax) per year, payable in advance on the first day of the annual Term.
- 2.2** All sums, for rent or otherwise, remaining unpaid over ninety (90) days from the due date or date of invoice, payable to the Town under this Lease, shall bear interest at the rate of 1.25% per month.

## **3 USE, OCCUPANCY & OPERATION OF DEMISED PREMISES**

- 3.1** The B&GCN shall use, maintain and improve the Demised Premises for the benefit of the residents of the Town of Fort Erie and to promote the use of the community centre for activities, cultural events and programs, athletic, sports and recreational activities for all ages.
- 3.2** The B&GCN shall operate the Community Centre on average a minimum of 60 hours per week. Programming will be provided for all age groups at the discretion of the B&GCN and will include fitness, use of pool, change rooms and common areas. Hours of operation, programming provided and attendance numbers shall be presented to the Municipal Council of The Corporation of the Town of Fort Erie annually.
- 3.3** The B&GCN accepts the Demised Premises in the condition existing at the Lease Commencement Date.
- 3.4** The B&GCN covenants to occupy the Demised Premises from and after the Lease Commencement Date and to conduct the use continuously, actively and diligently in a reputable manner, and in accordance with this Lease.
- 3.5** The B&GCN shall have the use of all existing Town improvements, fixtures, equipment and furnishings in the Demised Premises, throughout the Term and any extension or renewal thereof, and shall be solely responsible for the maintenance, repair and/or replacement of same based on general standards appropriate thereto, when and if required, as identified in Schedule "C". The equipment and furnishings are detailed in Schedule "D" attached hereto and shall remain the property of the Town at all times.

- 3.6** Upon termination of this Lease by expiry or otherwise, the B&GCN shall not be entitled to reimbursement by the Town of any costs incurred by the B&GCN relating to any alterations, improvements, replacements or works it may undertake either by virtue of the terms of this Lease or of its own initiative.
- 3.7** The Town shall be responsible for, and have sole authority over, any major capital requirements and regular maintenance listed in Schedule "C" attached hereto. For greater clarity, the B&GCN shall not have any right, interest or authority to undertake any capital requirements identified in Schedule "C", nor shall the B&GCN have any right to be consulted with by the Town with respect to any alterations, improvements or works which the Town may contemplate or undertake. Notwithstanding the above, the Town will provide B&GCN with reasonable notice of alterations and improvements that would affect the regular operations of the B&GCN. As well, notwithstanding the above, the B&GCN shall cooperate with and support the Town in any application it makes to secure funding for major capital requirements and regular maintenance and where applicable shall make such applications for these purposes.

#### **4 MUNICIPAL CAPITAL FACILITY**

- 4.1** For the purposes of Section 110 of the *Municipal Act, 2001*, as amended, this Lease is deemed to be a Municipal Capital Facility Agreement, and the Demised Premises a municipal capital facility to be used for the purposes of the municipality and for public use.
- 4.2** Notwithstanding any other term or provision in this Lease regarding the payment of realty taxes by the B&GCN, the parties acknowledge and agree that the Demised Premises constitutes a "municipal capital facility" as defined by Section 110 of the *Municipal Act, 2001*, as amended. In the event a municipal by-law is enacted by The Corporation of the Town of Fort Erie in accordance with Section 110 of the *Municipal Act, 2001*, as amended, exempting the Demised Premises from taxation for municipal and school purposes, and the Demised Premises are thus exempt from taxation in accordance with the said by-law, then the B&GCN shall not be liable for the payment of any municipal taxes whatsoever in respect of the Demised Premises for the duration of the Term and any renewal. It is understood that once the by-law is enacted in accordance with Section 110 of the *Municipal Act, 2001*, as amended, the Demised Premises shall be exempt from taxes and the B&GCN shall not be liable for payment of any municipal taxes.

#### **5 B&GCN'S COVENANTS**

- 5.1** The B&GCN covenants and agrees with the Town as follows:
- (a) to pay rent as and when due;

- (b) to assume full responsibility for the operation of the Demised Premises;
- (c) **Utilities and Demised Premises Systems**
  - (i) to pay all charges (including penalties and interest which may accrue) for electricity, gas, water and sewer, and all other services and utilities supplied to the Demised Premises, as invoiced to the B&GCN by the Town or directly by the utility;
  - (ii) not to install any equipment which would exceed or overload the capacity of the utility facilities in the Demised Premises or the electrical wiring and services in the Demised Premises, and agrees that if any equipment installed by the B&GCN shall require additional utility facilities, such facilities shall be installed, if available, and subject to the Town's prior approval, at the B&GCN's sole cost and expense in accordance with plans and specifications to be approved in advance by the Town;
  - (iii) that in no event shall the Town be liable for any injury to the B&GCN, its employees, agents or invitees, or to the Demised Premises, or to any property of the B&GCN or anyone else, for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of whatsoever kind arising from any interruption or failure in the supply of any utility or service to the Demised Premises, except if the injury is caused by the negligence or willful conduct of the Town;
  - (iv) to, throughout the Term, operate and regulate the HVAC Systems and all other systems, services, installations and facilities within the Demised Premises, including but not limited to the elevators, escalators, plumbing, sprinkler, drainage, sewage, electrical, life safety (including fire prevention, communications, security and surveillance) and computer, in such a manner as to maintain reasonable conditions of temperature and humidity within the Demised Premises and so as to maintain all of the Demised Premises' systems and utilities in a good and working order.
- (d) to provide, at its own expense, any and all furniture, tools, utensils, or appliances as may be required for the use of the Demised Premises;
- (e) to comply with the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005 c.11 and Regulations made thereunder, as amended or replaced from time to time;

- (f) to obtain the approval of the Director of Infrastructure Services or designate, which shall not be unreasonably withheld, prior to undertaking any works, renovations, alterations and/or improvements which require the issuance of a building permit(s);
- (g) not to make changes in surfacing, grade or landscaping, at or on the Community Centre, nor erect any signs, buildings or other structures on the Community Centre, or make any structural additions to the existing Community Centre building, not to paint the exterior of the Community Centre building without the written consent of the Director of Infrastructure Services or designate, which consent may not be unreasonably withheld;
- (h) not to assign the Demised Premises, in whole or in part, without the prior approval of the Municipal Council of the Town, which approval may not be unreasonably withheld;
- (i) to be responsible for and undertake all cleaning, maintenance, and repair costs relative to the operation of the Demised Premises, and capital improvement and maintenance costs for the Demised Premises as set forth in Schedule "C", which represents the current allocation of costs between the parties, it being understood that Schedule "C" may change over time upon mutual agreement;
- (j) to be solely responsible for, and undertake the emptying and transporting of waste emanating from the Demised Premises;
- (k) to keep the Demised Premises in a clean and well-ordered condition, and not to permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate in or on the Demised Premises, all to the satisfaction of the Director of Infrastructure Services or designate;
- (l) not to store flammable or explosive substances at or on the Demised Premises, except as may be required for the day to day operation of the pool/spa, stored in an appropriate enclosure;
- (m) to ensure that nothing is done or kept at or on the Demised Premises which is or may be a nuisance, or which causes damage to or interference with normal usage of the Community Centre;
- (n) to comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Demised Premises, and to save the Town harmless from any liability or cost suffered by it as a result of failure of the B&GCN to do so;
- (o) to take at its own expense all measures necessary to ensure to the satisfaction of the Director of Infrastructure Services or designate that the plant of any municipal service or public utility, and appurtenances thereto, now or in the future on, under or adjacent to

the Demised Premises, is adequately protected against damage, impairment, destruction or loss;

- (p) upon termination of this Lease, at its own risk and expense, to remove from the Demised Premises within thirty (30) days, any fixtures and chattels belonging to the B&GCN, with all damage, if any, caused by such removal made good by it, and to leave the Demised Premises neat, clean, level and free of all waste material, debris and rubbish, all to the satisfaction of the Director of Infrastructure Services or designate;
- (q) to comply with all requirements under the Liquor Licence Act, R.S.O., c.L.19 and the Town's Municipal Alcohol Policy;
- (r) not to hold or permit to be held, any event involving the consumption of alcohol outside the Community Centre unless otherwise approved by the Town;
- (s) to be responsible for the safeguarding and security of the Demised Premises;
- (t) to maintain insurance coverage in accordance with Section 16, at its sole expense;
- (u) to cover exterior costs for snow removal from sidewalks and exit doors/routes; and
- (v) upon failure by the B&GCN to comply with any covenant(s) incumbent upon it under this Lease within thirty (30) days after written notice requiring such compliance is given by the Town to the B&GCN, the Town may enter the Demised Premises and fulfill such covenant(s) at the sole expense of the B&GCN, which shall forthwith upon being invoiced therefore reimburse the Town, and in default of such reimburse, the Town may collect same as rent owing and in arrears.

## **6 THE TOWN'S COVENANTS**

### **6.1 The Town covenants:**

- (a) with the B&GCN for quiet enjoyment, subject to the Town's right to inspect the Demised Premises at any time during the Term and any renewal of this Lease;
- (b) to be responsible for maintenance of and improvements to the Community Centre excluding the Demised Premises, as identified in Schedule "C", consistent with the Municipal Community Park standard, including the cutting of grass, litter pickup resulting from Community Centre use and other activities as deemed necessary

by the Town to ensure safe use of the Community Centre excluding the Demised Premises by the public;

- (c) to cover capital improvement and maintenance costs for the Demised Premises as set forth in Schedule "C", which represents the current allocation of costs between the parties, it being understood that Schedule "C" may change over time, as determined from time to time, subject to Council approval and as mutually agreed upon;
- (d) to cover exterior costs for snow removal and sanding from the parking lot;
- (e) to maintain comprehensive building, property and public liability insurance for the Community Centre including the Demised Premises;
- (f) to maintain fire insurance coverage on the Community Centre with the Town's insurer; and
- (g) to grant the B&GCN the reasonable use of the Community Centre exterior lands, from time to time, subject to availability and booking with the Director of Infrastructure Services or designate.

## **7 CO-OPERATION**

- 7.1** The parties agree to work in a co-operative spirit to ensure the most beneficial use and operation of the Community Centre for the community.

## **8 ALTERATIONS**

- 8.1** The B&GCN shall not alter the Demised Premises without the prior written approval of the Town, which approval may not be unreasonably withheld, and subject to the following:

- (a) That before undertaking any such alterations, the B&GCN shall submit to the Town a plan showing the proposed alterations;
- (b) That all such alterations shall conform to all building by-laws, if any, then in force affecting the Demised Premises;
- (c) That all such alterations will not be of such kind or extent as to in any manner weaken the structure of the building after the alterations are completed or reduce the value of the building.

## **9 FIXTURES**

- 9.1** The B&GCN shall not remove any fixtures from the Demised Premises during the Term without the prior written approval of the Town, which approval may not be unreasonably withheld. At the expiration of the Term



hereby granted, or any renewal thereof, all fixtures belonging to the B&GCN shall be removed forthwith by the B&GCN. If the removal of fixtures causes any damage to the Demised Premises, the B&GCN shall be responsible for the prompt repair of same.

## **10 SIGNS**

**10.1** It is agreed by the Town and the B&GCN that no sign, advertisement or notice shall be inscribed, painted or affixed by B&GCN on any part of the outside or inside of the Community Centre whatsoever, unless of such manner, colour, size and style and in such places upon or in the Community Centre as shall be first designated by the Town, which designation may not be unreasonably refused, and, furthermore, B&GCN, on ceasing to be the lessee of the Demised Premises, will, before removing the B&GCN's goods and fixtures from the Community Centre cause any sign as aforesaid to be removed or obliterated at its own expense and in a workmanlike manner to the satisfaction of the Town.

## **11 CONSTRUCTION LIENS**

**11.1** If any construction or other lien or order for the payment of money shall be filed against the Demised Premises by reason of or arising out of any labour or material furnished to the B&GCN or to anyone claiming through the B&GCN, the B&GCN, within five (5) days after receipt of notice of the filing thereof, shall cause the same to be discharged by bonding, deposit, payment, court order or otherwise. The B&GCN shall defend all suits to enforce such liens or orders against the B&GCN at the B&GCN's sole expense. The B&GCN indemnifies the Town against any expense or damage incurred as a result of such liens or orders.

## **12 SECURITY AND KEYS**

**12.1** It is agreed and understood that the Town is not responsible for providing security to the Demised Premises. B&GCN shall provide to the Town, a key to the Demised Premises and hereby authorizes the Director of Infrastructure Services, or designate, to enter the Demised Premises in the event of an emergency.

## **13 PARKING**

**13.1** The B&GCN shall have shared access and use of the parking area in the Community Centre, along with members of the general public using the Community Centre facilities.

- 13.2** At no time, shall the B&GCN store, or permit to be stored, any materials, equipment or vehicles of any kind on the parking area, without the prior written approval of the Director of Infrastructure Services, or designate, which approval may not be unreasonably withheld.

#### **14 NOTICE OF ACCIDENT**

- 14.1** The B&GCN shall give the Town prompt written notice of any accident on the Demised Premises or other defect in the sprinkler system, water pipes, gas pipes or heating apparatus, electric or other wires or any part of the Demises Premises.

#### **15 INDEMNIFICATION OF THE TOWN**

- 15.1** The B&GCN shall at all times indemnify and save harmless the Town and its servants, agents and employees from and against any and all manner of claims, demands, losses, costs, charges, actions, causes of action, damages and other proceedings whatsoever, made or brought against, suffered by or imposed on the Town or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, contractors, agents and property of the Town and the B&GCN) which may arise directly or indirectly arising out of, resulting from or sustained as a result of the B&GCN's occupation or use of, or any operation of the Demised Premises which may occur within, on or upon the Demised Premises or any fixtures or chattels therein, unless such action is caused by the negligence, nuisance, action, errors or omissions of the Town or on the part of those for whom the Town is responsible.
- 15.2** The B&GCN shall indemnify and keep indemnified and save harmless the Town and each of its officers, servants and agents, from and against all actions, suits, claims, executions and demands, which may be brought or made upon the B&GCN, its officers, agents or servants, as a direct or indirect result of the sue of the Demised Premises, except if the injury is caused by the negligence or willful conduct of the Town.

#### **16 INSURANCE**

- 16.1** The B&GCN shall, at all times during the currency of the Term and any renewal thereof, at its own expense, maintain in full force and effect, Commercial General Liability and Property Damage Insurance and Alcohol Liability Insurance (when alcoholic beverages are being served), covering Tenant Assets, Theft, Public Liability, Bodily Injury, and Tenant's Legal Liability, in a minimum amount of Five Million Dollars (\$5,000,000.00) inclusive. Such policy or policies shall contain:
- (a) a cross-liability clause or endorsement,
  - (b) an endorsement certifying that the Town of Fort Erie is included as an additional insured, and

- (c) an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to expire without thirty (30) days advance written notice to the Town,

in a form satisfactory to the Town.

- 16.2** The B&GCN shall, at all times during the currency of the Term and any renewal thereof, at its own expense, maintain in full force and effect, insurance coverage for its contents.
- 16.3** All of the foregoing policies shall contain a waiver of any right of subrogation or recourse by the B&GCN's insurer against the Town or the Town's mortgagees, their contractors, agents and employees, whether or not any loss is caused by the act, omission or negligence of the Town, its mortgagees, their contractors, agents or employees. The B&GCN shall furnish to the Town, certificates of all such policies.
- 16.4** The B&GCN agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Town shall have the right to take out such insurance and pay the premium therefor and, in such event, the B&GCN shall pay to the Town the amount paid as premium plus fifteen percent (15%), which payment shall be payable on the first day of the next month following payment by the Town.
- 16.5** The Town shall secure adequate building, property and fire insurance coverage for the Community Centre (exclusive of contents) under its municipal policy, for the B&GCN.
- 16.6** If the occupancy of the Demised Premises, the conduct of business in the Demised Premises, or any acts or omissions of the B&GCN in the Demised Premises or any part thereof, causes or results in any increase in premiums for the insurance carried from time to time by the Town with respect to the Demised Premises, the B&GCN shall pay any such increase in premiums forthwith after invoices for such additional premiums are rendered by the Town. In determining whether increased premiums are caused by or result from the use and occupancy of the Demised Premises, a schedule issued by the organization computing the insurance rate on the Demised Premises showing the various components of such rate shall be conclusive evidence of the several items and charges which make up such rate. The B&GCN shall comply promptly with all requirements and recommendations of the Insurer's Advisory Organization of Canada (or any successor thereof), or of any insurer now or hereafter in effect, pertaining to or affecting the Demised Premises.
- 16.7** The Town assumes no responsibility for damage by fire, theft or otherwise whatsoever, to the goods, chattels, fixtures and improvements of the B&GCN or of any other person except to the extent caused by the negligence of the Town or any person(s) for whom the Town is at law responsible.

- 16.8** The provisions of Subsection 16.7 will continue to apply, notwithstanding cessation of the tenancy created by this Lease, throughout the period(s) during which activities take place pursuant to paragraph (p) of Subsection 5.1 of this Lease.

## **17 FIRE OR DAMAGE**

- 17.1** If during the Term herein, or any renewal thereof, the premises shall be destroyed or damaged by fire or the elements, the following provision shall apply:

- (a) If the Demised Premises shall be so badly damaged as to be unfit for occupancy, the Town shall have the option to rebuild the Community Centre, utilizing the proceeds of fire insurance available as a result of the damage to the Demised Premises. In the event the Town determines within ninety (90) days of the destruction of the Community Centre not to rebuild it, the proceeds of the fire insurance shall be paid to the parties hereto in accordance with their interests in the insurable property and this Lease shall be terminated.
- (b) If the Demised Premises shall be capable, with reasonable diligence, of being repaired and rendered fit for occupancy within one hundred and eighty days from the happening of such damage as aforesaid, the Town shall repair the same with all reasonable speed with the use of the proceeds of fire insurance payable, and the term shall recommence immediately after such repairs have been completed and operation of the Community Centre recommences.
- (c) If the Demised Premises shall be repaired within one hundred and eighty days as aforesaid, and if the damage is such that the said premises are capable of being partially used, then until such damage shall have been repaired, only that part of the Demised Premises still fit for occupancy shall be utilized by the B&GCN and the Term of this Lease shall be unaffected.
- (d) Any decisions regarding the extent to which the Demised Premises has become unfit for use shall be made by an architect or professional engineer appointed by the Town, whose decision shall be final and binding on the parties.
- (e) In performing any of the reconstruction or repair, the Town may effect changes to the Demised Premises and its equipment and systems. The Town shall have no obligation to grant to the B&GCN any allowances to which it may have been entitled at the beginning of the Term, and shall have no obligation to repair any damage to any of the B&GCN's improvements or fixtures.

- 17.2** Except as is otherwise provided in this Lease, the B&GCN shall not be entitled to damages, losses, costs or disbursements from the Town during the Term hereby created on, caused by or on account of fire, water, sewer, gas, electrical systems, sprinkler systems, partial or temporary failure or stoppage of heat, light, elevator, live steam or plumbing service in or to the said premises or building, whether due to acts of God, strikes, accidents, the making of alterations, repairs, renewals, improvements, structural changes to the said premises or buildings or the equipment or systems supplying the said services, or from any cause whatsoever, provided that the said failure or stoppage is remedied within a reasonable time.

## **18 TERMINATION**

- 18.1** Subject to Subsection 3.4, this Lease may be terminated by either party at any time on giving the other party one (1) year written notice of termination. Upon such termination, the B&GCN shall promptly remove its fixtures and chattels it may have installed or placed in or upon the Demised Premises and shall repair any damage to the Demised Premises resulting from such removal.
- 18.2** At the expiration or earlier termination of this Lease, the B&GCN shall peaceably surrender and give up to the Town vacant possession of the Demised Premises in the same condition and state of repair as the B&GCN is required to maintain the Demised Premises throughout the Term and in accordance with its obligations in Section 18.1.

## **19 ASSIGNMENT & SUBLETTING**

- 19.1** the B&GCN shall not assign, sublet, or part with possession of the Demised Premises or any part thereof, without the prior written consent of the Town, which consent may not be unreasonably withheld. No consent to any assignment or sublet shall relieve the B&GCN from its obligations and performance of covenants, terms and conditions herein contained.
- 19.2** the B&GCN will not permit any business to be operated in or from the Demised Premises by any concessionaire, franchisee, licensee, or others without the prior written consent of the Town in each instance first hand and obtained, which consent may not be unreasonably withheld.
- 19.3** in the event that the B&GCN desires to assign, sublet or part with possession of the Demised Premises or any part thereof, then and so often as such event shall occur, the B&GCN shall make its request to the Town in writing. The B&GCN's request shall contain the information required by Section 19.4 of this Lease. The Town shall, within thirty (30) days after receipt of such request, notify the B&GCN in writing that either:
- (a) the Town consents or does not consent, as the case may be; or
  - (b) the Town elects to cancel and terminate this Lease if the request is

to assign the Lease or to sublet or otherwise transfer all of the Demised Premises or, if the request is to sublet or otherwise transfer a portion of the Demised Premises only, to cancel and terminate this Lease with respect to such portion. If the Town elects to cancel this Lease as aforesaid and so advises the B&GCN in writing, the B&GCN shall then notify the Town in writing within fifteen (15) days thereafter of the B&GCN's intention either to refrain from such transfer or to accept the cancellation of the Lease (in whole or in part as the case may be). Failure of the B&GCN to deliver notice to the Town within such fifteen (15) day period advising of the B&GCN's desire to refrain from such transfer shall be deemed to be an acceptance by the B&GCN of the Town's cancellation of this Lease (in whole or in part, as the case may be). Any cancellation of this Lease pursuant to this Section shall be effective on the later of the date originally proposed by the B&GCN as being the effective date of the transfer and the last day of the month sixty (60) days following the date of the Town's notice to cancel this Lease.

**19.4** requests by the B&GCN for the Town's consent to an assignment, sublet or other transfer shall be in writing and shall be accompanied by the name, address, telephone numbers, business experience, credit and financial information and banking references of the transferee, and shall include a true copy of the document evidencing the proposed assignment or sublet, and any agreement relating thereto. The B&GCN shall also provide such additional information pertaining to the transferee as the Town may reasonably require. The Town's consent shall be conditional upon the following:

- (a) approval of the Municipal Council of the Town of Fort Erie;
- (b) the B&GCN remaining fully liable to pay rent and perform all of the covenants, terms and conditions herein contained;
- (c) the Town being satisfied, acting reasonably, with the financial ability and good credit rating and standing of the transferee and the ability of the transferee to carry on the permitted use;
- (d) the B&GCN having regularly and duly paid rent and performed all the covenants contained in this Lease;
- (e) the transferee having entered into an agreement with the Town agreeing to be bound by all of the terms, covenants and conditions of this Lease;
- (f) the B&GCN paying to the Town, prior to receiving such consent, an administrative fee and all reasonable legal fees and disbursements incurred by the Town in connection with the assignment or sublet; and

- (g) the B&GCN paying to the Town, any excess rent and other profit earned by the B&GCN in respect of the assignment or sublet.

**19.5** the B&GCN shall not advertise that the whole or any part of the Demised Premises is available for assignment or sublease, and shall not permit any broker or other person to do so unless the text and format of such advertisement is approved in writing by the Town. No such advertisement shall contain any reference to the rental rate of the Demised Premises.

**19.6** in the event of the sale or lease by the Town of its interest in the Demised Premises or any part or parts thereof, and in conjunction therewith the assignment by the Town of this Lease or any interest of the Town herein, the Town shall be relieved of any liability under this Lease in respect of matters arising from and after such assignment.

## **20 BANKRUPTCY & INSOLVENCY**

**20.1** If the B&GCN or any assignee or subtenant makes an assignment for the benefit of creditors, or becomes insolvent or commits an act of bankruptcy as defined by the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, or any successor legislation, or if the leasehold interest created by this Lease is at any time seized or taken in execution or in attachment, or if the B&GCN or any corporate assignee or subtenant is subjected to voluntary or compulsory liquidation or winding-up, or if the Demised Premises becomes abandoned, then, at the option of the Town, the leasehold shall cease, and the Term shall be at an end.

## **21 DEFAULT**

**21.1** Failure to comply with any of the terms and conditions of this Lease shall be just cause for the termination of this Lease. If either party defaults in performing any of its obligations under this Lease, the non-defaulting party shall give written notice to the defaulting party of such default giving thirty (30) days to remedy such default, failing which the non-defaulting party may terminate this Lease by written notice.

**21.2** The Town may re-enter and take possession of the Demised Premises in the event that the B&GCN defaults in performing any of its obligations under this Lease and fails to rectify the breach within thirty (30) days of receipt of written notice to rectify the breach.

**21.3** Upon termination of this Lease, the B&GCN shall remove from the Demised Premises within thirty (30) days any fixtures and chattels which belong to the B&GCN, with all damage, if any, caused by such removal repaired by the B&GCN, and to leave the Demised Premises neat, clean and free of all waste material, debris and rubbish.

## **22 OVERHOLDING**

**22.1** In the event that the B&GCN remains in possession of the Demised Premises after the end of the Term or any renewal thereof, or after earlier termination as provided for in this Lease:

- (a) with the consent of the Town and without the execution and delivery of a new Lease or renewal; or
- (b) without the written consent of the Town,

there shall be no tacit renewal of this Lease notwithstanding any statutory provision to the contrary and the B&GCN shall be deemed to be occupying the Demised Premises as a monthly tenant if the Town did consent in writing to the overholding, and such tenancy may be terminated by either the Town or the B&GCN on 30 days' notice to the other; and otherwise on the same terms as herein contained. Nothing herein shall limit the liability of the B&GCN in damages or otherwise for any overholding and the B&GCN shall forthwith indemnify and hold harmless the Town from and against any and all claims incurred by the Town as a result of the B&GCN overholding after the expiry of the Term or after earlier termination as provided for in this Lease. Any acceptance of Lease Fees by the Town shall not imply consent to any overholding by the B&GCN.

## **23 LIABILITY FOLLOWING TERMINATION**

**23.1** The termination of this Lease by expiry or otherwise shall not affect the liability of either party to this Lease to the other with respect to any obligation under this Lease which has accrued up to the date of such termination but has not been properly satisfied or discharged.

## **24 GENERAL**

**24.1** In case of any dispute between the Town and B&GCN during the Term, and any renewal, as to any matter arising under this Lease, either party may give the other written notice of the nature of the dispute and demand arbitration thereof and, after giving such notice, the parties shall agree upon an arbitrator within seven (7) days, failing which each party shall within the seven (7) days appoint an arbitrator and the arbitrators so appointed shall jointly appoint a third arbitrator immediately. The dispute shall be arbitrated without delay and the decision of the sole arbitrator or, in the case of three arbitrators, of any two of the arbitrators, shall be final and binding upon the parties hereto.

### **24.2 Entry**

- (a) Provided that the B&GCN has not exercised any option to extend this Lease as provided herein, the Town shall be entitled at any time during the last two (2) months of the Term:



- (i) without notice to or consent by the B&GCN, to place on the exterior of the Demised Premises the Town's notice that the Demised Premises are for rent or for sale; and
  - (ii) on reasonable prior notice, to enter on the Demised Premises during normal business hours for the purpose of exhibiting same to perspective tenants.
- (b) The Town may enter the Demised Premises at any time during the Term, on reasonable notice, for the purpose of exhibiting the Demised Premises to prospective mortgagees and/or purchasers, or for the purpose of inspecting the Demised Premises. The Town shall have the right to place on the Demised Premises a "for sale" sign of reasonable dimensions.

**24.3** Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and vice versa. The division of this Lease into Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Lease.

## **25 NOTICE**

**25.1** All communications and notices required or contemplated by this Lease shall be in writing and shall be considered to have been validly given when delivered by hand, or deposited for mailing by Canada Post, Registered Mail service, to the address of the party to whom such notice is directed (as set forth below), or sent by facsimile transmission or e-mail or other means of written communication that effectively conveys the message to the party to whom such notice is directed, as follows:

If to the B&GCN: Boys & Girls Club of Niagara  
8800 McLeod Road  
Niagara Falls, ON L2H 0Y8  
Attn: Executive Director

If to the Town: Town of Fort Erie  
1 Municipal Centre Drive, Fort Erie, ON, L2A 2S6  
Attention: Kelly Walsh, Director of Infrastructure Services  
Facsimile: (905) 871-6100  
E-mail: [kwash@forterie.ca](mailto:kwash@forterie.ca)

or such other address of which either party has notified the other, in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of the Lease.

**26 NO WARRANTY OR REPRESENTATION BY TOWN**

**26.1** The B&GCN acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease other than as set out in this Lease, which constitutes the entire agreement between the parties concerning the Demised Premises and which may be modified only by further written agreement under seal.

**27 NON-WAIVER**

**27.1** No condonation, excusing or forbearance by the Town of any default, breach or non-observance of any of the B&GCN's obligations under this Lease at any time or times shall affect the Town's remedies or rights with respect to any subsequent (even by way of continuation) default, breach or non-observance.

**28 AUTHORITY TO ENTER INTO LEASE**

**28.1** The B&GCN represents and warrants to the Town as follows:

- (a) the B&GCN is a corporation validly subsisting under the laws of Ontario and has full corporate power and capacity to enter into this Lease and any documents arising from this Lease; and
- (b) all necessary corporate action has been taken by the B&GCN to authorize the execution and delivery of this Lease.

**29 SUBORDINATION AND NON-DISTURBANCE**

**29.1** This Lease and all of the rights of the B&GCN hereunder are, and shall at all times, be subject and subordinate to any and all Mortgages and any renewals or extensions thereof now or hereinafter in force against the Demised Premises. Upon the request of the Town, the B&GCN shall promptly subordinate this Lease and all its rights hereunder in such form or forms as the Town may require to any such Mortgage or Mortgages, and to all advances made or hereinafter to be made on the security thereof and will, if required, attorn to the holder thereof. No subordination by the B&GCN shall have the effect of permitting a Mortgagee to disturb the occupation and possession by the B&GCN of the Demised Premises or of affecting the rights of the B&GCN pursuant to the terms of this Lease, provided that the B&GCN performs all of its covenants, agreements and conditions contained in this Lease and contemporaneously executes a document of attornment as required by the Mortgagee.

**30 SEVERABILITY**

**30.1** If any term or provision of this Lease or the application thereof to any persons or circumstances shall to any extent or for any reason be held invalid or unenforceable, the remainder of this Lease and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

**31 AMENDMENTS TO LEASE**

**31.1** Each of the Sections and attached Schedule(s) shall remain in effect throughout the Term of this Lease and any renewal, unless the parties agree, in a written document signed by both parties to amend, add or delete a Section or Schedule. This Lease contains all the agreements of the parties, superseding any prior agreements in writing and may not be changed other than by an agreement in writing, signed by the parties.

**32 GOVERNING LAW**

**32.1** This Lease and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario.

**33 ENUREMENT**

**33.1** The provisions of this Lease shall be binding upon, and enure to the benefit of, the parties and their respective successors and (where applicable), permitted assigns.

**34 SCHEDULES**

**34.1** the following Schedules hereto attached form part of this Lease:

Schedule "A" – Plan

Schedule "B" – Legal Description

Schedule "C" – Capital Improvement and Maintenance Costs

Schedule "D" – Equipment and Furnishings

**35 CONDITION**

**35.1** The parties agree that this Lease will not take effect unless and until the Town is the registered owner of 1555 Garrison Road, Fort Erie, more particularly described on Schedule "A" attached.

**IN WITNESS WHEREOF** the parties have signed and affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

**THE CORPORATION OF THE  
TOWN OF FORT ERIE**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

**BOYS & GIRLS CLUB OF NIAGARA**

\_\_\_\_\_  
Name & Title:

\_\_\_\_\_  
Name & Title:

Date: \_\_\_\_\_

I/We have authority to bind the B&GCN

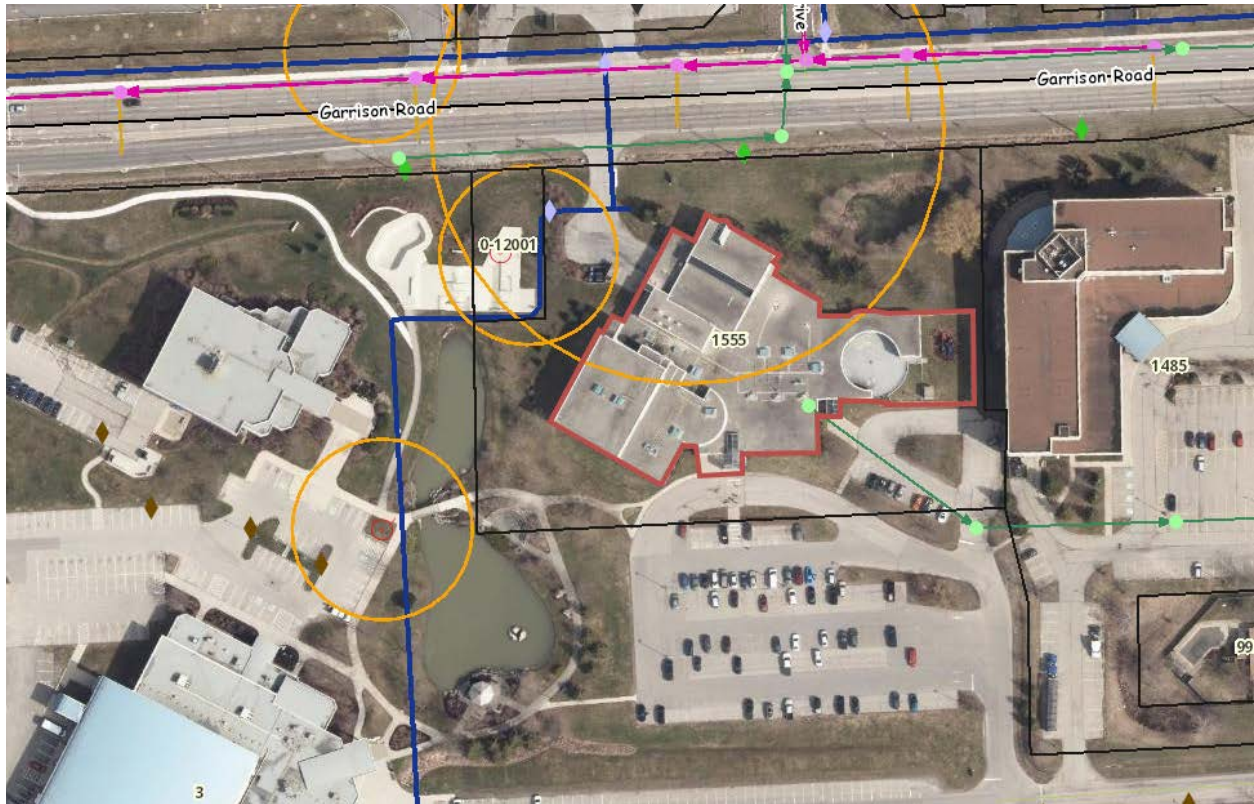
**SCHEDULE "A"**

**LEGAL DESCRIPTION**

PART OF LOT 7, CONCESSION 3, LAKE ERIE, BERTIE, 59R-5645 EXCEPT PART 1, 59R-8660 AND PART 1, 59R-9391, PART 1, 59R-14264; TOWN OF FORT ERIE

BEING ALL OF PIN 64203-0093 (LT)

**SCHEDULE "B"**  
**"DEMISED PREMISES"**



**SCHEDULE “C”**

Summary of Information –Address: 1555 Garrison Road – EJ FREELAND COMMUNITY CENTRE				
Property Rights – Land	Owned	Tenant Information		
Property Rights – Building	Owned	Tenant Name	Boys & Girls Club of Niagara	
Year Built		Lease Contact		
Area/Area Occupied				
Parking Space		Maintenance Contact		
Occupancy Date				
Lease Expiry Date		Emergency Contact	See Call Out List Below	
Building Company/Owner Name	The Corporation of the Town of Fort Erie			
Owner's Address	1 Municipal Centre Drive, Fort Erie, ON L2A 2S6	Comments/Change Factors:		
Owner's Phone Number		Note: Building Rules and Regulations are attached to the Lease		
Landlord Contact for Emergencies	See Call Out List Below			
Contact for Consultation				
Annual Basic Rent	\$2.00			
Common Area Maintenance CAM				
Additional Rent				
Recapture of Buildout or Improvements				
Total Rent (Not Including H.S.T.)		Colour Legend		
Cost Centre		Owner	Joint	Tenant
Request for Work:				
SLA Reviewed By:				
Date of Last Review				

**Repairs & Maintenance - Grounds**

Acct	Services	Category	Sub Category	Description	Responsible for requesting work	Responsible for completing or monitoring work	Billed to	Level of Service or Comments
		Grass Cutting			Owner	Owner	Owner	As required
		Landscaping Gardens, Lawn, Cleanup, etc.			Owner	Owner	Owner	As required
		Tree Removal			Owner	Owner	Owner	As required
		Tree Trimming			Owner	Owner	Owner	As required
		Fences – Maintenance and repair			Tenant	Tenant	Tenant	As required
		Fences – Replacement			Tenant	Tenant	Tenant	As required
		Lawn Sprinkler System			n/a	n/a	n/a	
		Curb and Sidewalk Repair			Owner	Owner	Owner	As required
		Curb and Sidewalk Replacement			Owner	Owner	Owner	As required
		Parking Lot Maintenance		Line painting, cleaning, repairs, pothole repairs, sealant	Owner	Owner	Owner	As required
		Parking Lot Rehabilitation		Replacement	Owner	Owner	Owner	As required
		Parking Lot Catch Basin Maintenance			Owner	Owner	Owner	As required
		Parking Lot Catch Basin Replacement			Owner	Owner	Owner	As required
		Snow Removal Parking Lot			Owner	Owner	Owner	As required
		Snow Removal Sidewalks			Tenant	Tenant	Tenant	As required
		Making, Installing & Maintenance of Parking Lot Signs			Owner	Owner	Owner	As required
		Making, Installing & Maintenance of Ground Signs			Tenant	Tenant	Tenant	Requires approval of the Town for signs
		Pest Control Exterior			Owner	Owner	Owner	As required
		Survey Available			Owner	Owner	Owner	

**Repairs & Maintenance - Buildings**

Acct	Services	Category	Sub Category	Description	Responsible for requesting work	Responsible for completing or monitoring work	Billed to	Level of Service or Comments
		1.0 Architectural & Structural						
			1.1 Foundations					
				Footings & Foundations	Owner	Owner	Owner	As required
				Parging	Owner	Owner	Owner	As required
			1.2 Superstructures					
				Structural Maintenance	Owner	Owner	Owner	As required
				Chimney Repair	Owner	Owner	Owner	As required
				Chimney Replacement	Owner	Owner	Owner	As required
			1.3 Exterior Closures					
				Walls	Owner	Owner	Owner	As required

Acct	Services	Category	Sub Category	Description	Responsible for requesting work	Responsible for completing or monitoring work	Billed to	Level of Service or Comments
				Doors – Maintenance, Weather Stripping	Tenant	Tenant	Tenant	As required
				Doors – Replacement	Owner	Owner	Owner	As required
				Electronic Accessibility Doors	Tenant	Tenant	Tenant	As required
				Exterior Door Security Systems	Tenant	Tenant	Tenant	As required
				Stairs, Ramps and Fire Escapes – clear access – Daily Maintenance	Tenant	Tenant	Tenant	As required
				Windows – Exterior Cleaning	Tenant	Tenant	Tenant	As required
				Windows – Exterior Maintenance	Tenant	Tenant	Tenant	As required
				Windows – Replacement	Owner	Owner	Owner	As required
				Waste Bin Services Dumpster	Tenant	Tenant	Tenant	Tenant uses Modern Waste
				Exterior Painting	Owner	Owner	Owner	As required
			1.4 Roofing					
				Roof Maintenance	Owner	Owner	Owner	As required
				Roof Replacement	Owner	Owner	Owner	As required
				Flashing Repairs	Owner	Owner	Owner	As required
				Eaves Trough, Downspout & Roof Drain Maintenance	Owner	Owner	Owner	As required
				Eaves Trough & Downspouts – Replacement	Owner	Owner	Owner	As required
				Fall Arrest Systems – Installation Replacement, Repair	Owner	Owner	Owner	As required
				Fall Arrest Systems - Inspection	Owner	Owner	Owner	As required
			1.5 Interior Construction					
				Partitions, Millwork, Fittings & Equipment	Tenant	Tenant	Tenant	As required/ *with Consultation
				Interior Doors, Door Maintenance, Security Doors	Tenant	Tenant	Tenant	As required/ *with Consultation
				Door Closers	Tenant	Tenant	Tenant	As required
				Interior Electronic Accessible Doors	Tenant	Tenant	Tenant	As required
				Interior Walls – Painting, Cleaning	Tenant	Tenant	Tenant	As required
				Floor Finishes – Carpet Cleaning, Covering, Repair, Stripping & Waxing	Tenant	Tenant	Tenant	As required
				Ceiling Finishes – Ceiling Maintenance (ceiling tiles)	Tenant	Tenant	Tenant	As required/ *with Consultation
				Windows Maintenance – Sealing, Cleaning, Replacement	Tenant	Tenant	Tenant/ proportionate	As required
				Window Coverings	Tenant	Tenant	Tenant	As required
				Washroom Accessories & Supplies	Tenant	Tenant	Tenant	As required
				Interior Stairs & Railings- Maintenance	Tenant	Tenant	Tenant	As required/ *with Consultation
				Interior Stairs & Railings – replacement or up-grades	Tenant	Tenant	Tenant	As required
				Making, Installing & Maintenance of Signs	Tenant	Tenant	Tenant	As required/ *with Consultation
				Moving Furniture	Tenant	Tenant	Tenant	As required
				Caretaking Supplies	Tenant	Tenant	Tenant	As required
				Janitorial Services	Tenant	Tenant	Tenant	As required
				Mail Services	Tenant	Tenant	Tenant	
				Pest Control – Interior	Tenant	Tenant	Tenant	As required



Acct	Services	Category	Sub Category	Description	Responsible for requesting work	Responsible for completing or monitoring work	Billed to	Level of Service or Comments
				Recycling Containers, Disposal	Tenant	Tenant	Tenant	Compatible with Town
				Misc. Maintenance Services	Tenant	Tenant	Tenant	As required
				Asbestos Management	Owner	Owner	Owner	As required
				Asbestos Management – Preparing and Maintaining Documentation	Owner	Owner	Owner	As required
				Asbestos management – Training Staff	Tenant	Tenant	Tenant	*With consultation
		2.0 Conveying Systems						
			2.1 Vertical Movement					
				Elevator Replacement & Major Repair	Owner	Owner	Owner	As required
				Elevator Maintenance & Inspections	Tenant	Tenant	Tenant	As required
				Elevator License	Tenant	Tenant	Tenant	As required
		3.0 Mechanical						
			3.1 HVAC					
			Cooling	A/C Replacement	Owner	Owner	Owner	As required
				A/C Maintenance (replacing filters and minor repairs)	Owner	Owner	Owner	As required
				Maintenance Plan and Contract	Owner	Owner	Owner	As required
				HVAC (Fans, Humidifiers, Etc.)	Owner	Owner	Owner	As required
			Heating	Heating Replacement Electric	Owner	Owner	Owner	As required
				Heating Maintenance Electric – Plan and Contract	Owner	Owner	Owner	As required
				Heating Replacement Boiler	Owner	Owner	Owner	As required
				Heating Maintenance Plan and Contract – Boiler	Owner	Owner	Owner	As required
			System	Controls, Building Automation System Monitoring	Owner	Owner	Owner	As required
				Controls, Building Automation Monitoring	Owner	Owner	Owner	As required
				Gas Fireplace	n/a	n/a	n/a	
				Controls, Building Automation System – Replacement	Owner	Owner	Owner	As required
			3.2 Plumbing					
				Plumbing Maintenance	Tenant	Tenant	Tenant	As required
				Fixture Replacement	Tenant	Tenant	Tenant	As required
				Cabinets – Millwork	Tenant	Tenant	Tenant	As required
				Water Heaters Maintenance	Owner	Owner	Owner	As required
				Water Heaters Replacement	Owner	Owner	Owner	As required
				Pumps	Owner	Owner	Owner	As required
				Piping Systems – Interior	Owner	Owner	Owner	As required
				Water Storage Tanks	Owner	Owner	Owner	As required
				Water Softener System	n/a	n/a	n/a	
				Laterals	Owner	Owner	Owner	As required
			3.3 Accessibility					
				Emergency Procedure Development and Documentation	Tenant	Tenant	Tenant	
				Facility Accessibility Renovations	Tenant	Tenant	Tenant	
			3.4 Fire Protection					
				Fire Escape Plan Drawings	Tenant	Tenant	Tenant	As required
				Fire Safety Plan Documentation	Tenant	Tenant	Tenant	As required * provide Town with a copy annually
				Monitoring of Fire Alarm	Owner	Owner	Owner	As required
				Alarm Responders	Owner	Owner	Owner	Notify each other through call out list
				Fire Alarm System – Testing, Repair	Owner	Owner	Owner	As required

Acct	Services	Category	Sub Category	Description	Responsible for requesting work	Responsible for completing or monitoring work	Billed to	Level of Service or Comments
				Fire Alarm System – Replacement or up-grade	Owner	Owner	Owner	As required
				Sprinkler System – Testing, Maintenance	Owner	Owner	Owner	
				Sprinkler System – Installation, Replacement & Up-grades	Owner	Owner	Owner	
				Fire Extinguishers Purchased	Tenant	Tenant	Tenant	
				Fire Extinguishers Inspection	Tenant	Tenant	Tenant	Monthly Inspections
			3.5 Security System					
				Monitoring of Security Alarm – For Building	Tenant	Tenant	Tenant	Tenant has own security system with Night Watch
				Responders to Security Alarm	Tenant	Tenant	Tenant	
				Replacement of Security System – For Building	Tenant	Tenant	Tenant	As required
				Monitoring of Security Alarm – for Unit	Tenant	Tenant	Tenant	
				Cameras and card access	Tenant	Tenant	Tenant	*with consultation
				Replacement of Security System – for Unit	Tenant	Tenant	Tenant	
				Security System Maintenance (Equipment and code and swipe cards)	Tenant	Tenant	Tenant	
				Panic Button	Tenant	Tenant	Tenant	
		4.0 Electrical						
			4.1 Primary Electrical					
				Primary Switchgear	Owner	Owner	Owner	As required
				Primary Transformer	Owner	Owner	Owner	As required
			4.2 Secondary Electrical					
				Electrical Maintenance	Owner	Owner	Owner	As required
				Electrical Panel	Owner	Owner	Owner	As required
				Electrical Circuits and Adding Outlets	Tenant	Owner	Tenant	As required
				Electrical Power Meter	Owner	Owner	Owner	As required
				Inverters	Owner	Owner	Owner	As required
				Rectifiers	Owner	Owner	Owner	As required
				Cabling, Raceways, Bus Ducts	Owner	Owner	Owner	As required
				Capacitors	Owner	Owner	Owner	As required
			4.3 Electrical Service Ground					
				Grounding Systems	Owner	Owner	Owner	As required
			4.4 Lighting Fixtures					
				Lighting Maintenance (Light Fixture Cleaning, Relamping)	Tenant	Tenant to maintain	Tenant	
				Ballest & Fixture Replacement	Tenant	Tenant to maintain	Tenant	As required
				Exit Lighting	Tenant	Tenant to maintain	Tenant	As required
				Emergency Lighting	Tenant	Tenant to maintain	Tenant	As required
				Emergency & Exit Lighting Testing and Repair Documentation	Tenant	Tenant to maintain	Tenant	As required
				Emergency Power System Generator Maintenance	n/a	n/a	n/a	
				Communication Systems – PA and Speaker (does not include Telephone Systems)	Tenant	Tenant	Tenant	As required
			4.5 Special Systems					
				Clock System	Tenant	Tenant	Tenant	
		5.0 Others						
			5.1 Miscellaneous					
				Security Gates	Tenant	Tenant	Tenant	
				Security Cameras	Tenant	Tenant	Tenant	

Acct	Services	Category	Sub Category	Description	Responsible for requesting work	Responsible for completing or monitoring work	Billed to	Level of Service or Comments
				Condition Assessment Reports	Owner	Owner	Owner	
			5.2 Gymnasium					
				Scoreboard - Maintenance, Repair & Replacement	Tenant	Tenant	Tenant	As required
			5.3 Pool					
				Pumps – Maintenance, Repair & Replacement	Owner	Owner	Owner	As required
				Filter – Maintenance, Repair & Replacement	Owner	Owner	Owner	As required
				Slide – Maintenance, Repair & Replacement	Tenant	Tenant	Tenant	As required
				Hot Tub – Maintenance Repair & Replacement	Tenant	Tenant	Tenant	As required
				Chlorine system – Maintenance, Repair & Replacement	Tenant	Tenant	Tenant	As required
				Heater – Maintenance, Repair & Replacement	Owner	Owner	Owner	As required
				Buoys – Maintenance, Repair & Replacement	Tenant	Tenant	Tenant	As required
				Pool Operation – staffing/Lifeguards, signage, equipment, cleaning, etc.)	Tenant	Tenant	Tenant	As required
				Pool/Spa chemicals – Purchase, storage and application	Tenant	Tenant	Tenant	As required
				Public Health Inspections	Tenant	Tenant	Tenant	As required
				Water Quality Testing	Tenant	Tenant	Tenant	As required
			5.4 Fitness Room					
				Weights – Maintenance, Repair & Replacement	Tenant	Tenant	Tenant	As required
				Stationary Bicycles, Spinning Bicycles – Maintenance, Repair & Replacement	Tenant	Tenant	Tenant	As required
				Exercise Equipment and Machines – Maintenance, Repair & Replacement	Tenant	Tenant	Tenant	As required
			5.5 Change Rooms					
				Lockers – Maintenance, Repair & Replacement	Tenant	Tenant	Tenant	As required
				Sauna – Maintenance, Repair & Replacement	Tenant	Tenant	Tenant	As required
				Showers – Maintenance, Repair & Replacement	Tenant	Tenant	Tenant	As required
			5.6 Kitchen					
				All Appliances – Maintenance, Repair & Replacement	Tenant	Tenant	Tenant	As required
				Stove Hood – Maintenance, Repair & Replacement	Tenant	Tenant	Tenant	As required
			5.7 Exterior Playground					
				All Equipment – Maintenance, Repair & Replacement	Tenant	Tenant	Tenant	As required
				Fence – Maintenance, Repair & Replacement	Tenant	Tenant	Tenant	As required
				All Surfaces – Maintenance, Repair & Replacements	Tenant	Tenant	Tenant	As required

	Lease	Basic Rent			Tenant	Tenant	Tenant	Monthly
				Commercial General Liability Insurance - \$5,000,000.00	Tenant	Tenant	Tenant	
				Contents Insurance	Tenant	Tenant	Tenant	
				Plate Glass Insurance	Tenant	Tenant	Tenant	
				Building Insurance	Owner	Owner	Owner	
				Event (PAL) Insurance	Tenant	Tenant	Tenant	
				Boiler Insurance	Owner	Owner	Owner	
	Utilities	Hydro			Tenant	Tenant	Tenant	
		Gas			Tenant	Tenant	Tenant	
		Water			Tenant	Tenant	Tenant	½ Res Flat Rate
		Tenant Insurance			Tenant	Tenant	Tenant	
	Miscellaneous	Building Condition			Tenant	Tenant	Tenant	
		Building Renovations			Tenant	Tenant	Tenant	
	Labour	Labour for In-House Services			Tenant	Tenant	Tenant	

CALL OUT LIST

DAYTIME HOURS			
TOWN		TENANT	
Director, Infrastructure Services	905-871-1600 ext. 2400		
Manager of Facilities	905-871-1600 ext. 2430		
AFTER HOURS EMERGENCY			
TOWN		TENANT	
On Call Supervisor	905-871-1600 ext. 9099		

Leasehold Equipment	Type	Description	Responsible for	Responsible for	Owned By	Leased By	Leased From

Other Equipment and Furnishings

Equipment Description	Owned By	Maintained By	Age	Condition	Replacement	Comments

## SCHEDULE "D" EQUIPMENT AND FURNISHINGS

### MISCELLANEOUS

<i>Item/description by room</i>	<i>Quantity</i>
<b>Upstairs</b>	
podium	1
water cooler	1
wood park bench	1
Wii's	2
Play Stations	2
<b>Track</b>	
rower	1
upright LifeCycle	1
recumbant LifeCycle	1
signage/charts	multi
<b>Courts</b>	
water cooler	1
<b>Lobby</b>	
tables - silver	8
chairs - silver	28
bulletin boards	
computer desk	1
<b>Other</b>	
garbag cans - secured to walls	
clocks - throughout building	
Blinds	
permanent fountains	
<b>Changeroom - Womens</b>	
couch	1
end table	1
Stairmaster Upright bike	1
Large wood/glass display cabinet	1
bulletin boards	2
fan	1
<b>Membership Desk</b>	
chairs	2
<b>Changeroom - Men's</b>	
couch	1
chairs	2
shower chair	1
safety equipment - board, pole, ring 1ea	1
<b>Tables and Chairs</b>	
sturdy chairs	57
folding chairs	27
non folding tables (2half moon and 4rectengle)	6
<b>Membership Cafe</b>	

fridge - large	1
fridge - small	1
microwave	1
Cash register	1
CM office	
desk (L shaped)	1
chairs - soft seat and back	4
filing cabinet	1
wood cabinet	1
LC shared office	
table (wood base)	1
book shelf - grey	1
filing cabinet - grey	2
small black filing cabinets	7
Safe	1
Back office	
desks	1
chairs	2
filing cabinet	1
storage cabinet	1

## FACILITY

<i>Item/description by room</i>	<i>Quantity</i>
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**Receiving Room**

Steel work table/ grinder bench - on castors	1 unit
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**Receiving Room - under stairs to Mechanical penthouse**

Wall glazed tile	19 boxes
VCT tile - various colors matches	4 boxes
Pool tile - white - 1x1"	2 boxes
Pool deck tile - 2X2" mottled white and gray	16 boxes
lobby floor tile	16 boxes
Various size and color tile	4 boxes

**Mechanical Penthouse**

Hydronic gross particle filters	1 box
wood core doors with vent holes	2 each
urinal	1 each
hair dryer - wall hung style	1 each
Ceiling mounted exhaust fan	1 each
2 X 4 light fixture frames and one 2 x 4 fixture incomplete	14 each
210 pail of lane rope floats and spindles	1 pail

**Janitors closet off pool**

Resin rack - 5 shelf - 18" X 36" X 6'	1 unit
spine board	1 unit

**Main Filter room**

24 X 36 X 6' steel cabinet - contains chlorine jugs	1 each
24 X 36 X 6' wood cabinet - contains drop cloths	1 each
set of DE filter media covers	1 set
spare DE filter media frames	5 each
Universal spill kit	1 unit
18" X 36" resin rack - 3 shelf	1 unit
Pool vacuum hose and 2 vac heads	1 group
60 Gal salt storage bins with lockable lids - one by front entrance	2 each

**Main lobby janitors closet**

Resin racks - 18" X 36" - total of 19 shelves in various configuration	19 shelves
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**Laundry room**

Commercial Washer	1 unit
Commercial dryer	1 unit

steel nickel plated rack - 4 shelf	1 unit
Shed	
Assortment of gardening tools, shovel, rake, brooms etc.	Assortment
Maintenance office and Misc.	
4 shelf wooden book shelf - 1'X3'X4'	1 unit
4 drawer metal file cabinet	1 unit
Desk and Chair	1 ensemble
water hog Walkoff mats - 45" wide and mostly 8, 10 and 12' lengths	16 each



**ADULT**

<b><i>Item/description by room</i></b>	<b><i>Quantity</i></b>
<b>Studio 1</b>	
cabinets - attached to wall	2
Lrg exercise ball rack on wheels	1
cabinet - attached to wall	1
storage cabinets (1 cream, 1 fake wood)	2
Speakers	2
plastic shelf (beige)	1
<b>Wellness Centre</b>	
Treadmill	10
Upright bikes	3
Arc trainers	6
Rowers	2
Cross trainers	6
Recumbant bikes	5
Squat Rack	1
Olympic Bar	2
Smith Machine	1
Plated Leg Press	1
2 sets of 5,10, 15, 20, 25, 30, 35, 40 dumbbells	2
1 set of 50, 55, 60, 65, 70, 75, 80, 85, 90, 95 dumbbells	1
100 lb dumbbells	3
Flat benches	2
adjustable benches	2
preacher curl	1
sitting bench	1
35lb bar bell	1
decline bench	1
<b>Plates:</b>	
45 lbs	20
35lbs	7
25lbs	12
10lbs	7
5lbs	6
2.5lbs	2
cable attachments	14
racks for dumbbells	3
safety clip sets	3
<b>Cybex - selectorized:</b>	
Chest press	1
Seated row	1
bicep crul	1
tricep extention	1
abdominals	1

back extension		1
leg press		1
seated leg curl		1
lying leg curl		1
leg extension		1
chin dip assist		1
tower cable machine		1
cable multi (2 handles)		1
rear delt chest fly		1
lat pull down		1
calf raise		1
ab/adductor		1
glute		1
half plate 6.25lbs		5
cow mats- under free weights	multi	
exertion chart		1
magazine racks		1

**CHILD, YOUTH, CHILDCARE**

<b><i>Item/description by room</i></b>	<b><i>Quantity</i></b>
<b>Child care room</b>	
cubies wood - white	2
bulletin board	1
built in shelving	
<b>Youth Program room</b>	
wood cubies - white	2
wood shelves - white	2
wood divider- whote	1
2 bulletin boards	
storage cabinet -press board white	1
wood toy/book shelf - no wheels	1
<b>Storage closet</b>	
toy storage rack with bins	
storage cabinets - attached to walls	2
plastic storage bins	2
<b>Preschool Room</b>	
bulletin board	2
carpet - fish	1
1 kids wooden book shelf on wheels	1
kids chalk boards (2) on shelf	1
3 piece wooden kitchen set	1
kids small reading couch	1
Misc toys, books, craft supplies	
<b>Childcare back rooms</b>	
fan	1
radio	2
white wooden cubies	3
metal rolling shelf	1
bulletin board	1
kids wood tables	12
kids small chairs	88
art drying rack wood 2 big 1 small	3
wood cubie	1
white cupboard	1
microwave	1
<b>Childminding</b>	
baby gate	1
baby swing	1
rocking chair	1
playpen	1
permanent attached to wall shelving	
large moveable shelves	2
small movable shelf	1

small kids reading book shelf	1
kids small chairs	2
table	1
exercosors	2
5 wooden chairs	5
kitchen set	1
tool set	1
baby seat	1
stroller	1
misc toys (lots)	
carpets	2
radio	1

**POOL & GYMNASIUM**

<b><i>Item/description by room</i></b>	<b><i>Quantity</i></b>
<b>Pool Deck</b>	
lane ropes	
spinal board	
clock	
chair	
signage	
rings	
net/brush	
reach pole	
bulletin board	
stereo	
cupboards -plastoc storgae with dors	2
bulletin boards	2
<b>Pool Storage</b>	
1 wheel chair	1
diving platform	1
small round floating aids - green, blue, yellow	29
small red turtle floating aids	12
bricks	3
bags of actars	4
lifejackets, misc sizes	30
1 large wood storage shelf	1
plastic storage shelves	2
plasticwith wheels storage carts (for noodles)	2
flutter boards	20
pool vacuum	1
<b>Gymnasium</b>	
afixed bball nets	6
<b>Gym Storage</b>	
bucket of bean bags	
wood book shelf	1
plastic shelf	1
large bulletin board	1
wooden ball bins	2
misc balls	100
hua hops	15
pilons - kids	25
misc all sizes gym mats	45
toddler basket ball net	1
plastic hockey nets	2
misc toys	
parachute	1
hockey sticks	24

racquets misc	8
bowling pin game - bag	
sport pinnies	30
volley ball net and poles	1
scooter boards	10
large set hockey nets	1

**KITCHEN**

<i><b>Item/description by room</b></i>	<i><b>Quantity</b></i>
<b>Kitchen</b>	
stove	1
fridge	1
freezer	1
hood	1
metal cart on wheels	1
dishwasher	1
coffee pot - industrial	1
pot, pans, cookware, serving dishes	multi
blender	1
dishes, mugs	multi
<b>cups, bowls</b>	multi
preping utensils	multi