Schedule "A" to By-Law 2021-056

Lease Agreement dated this 27th day of April, 2021.

Between:

The Corporation of The Municipality Of Brockton
(Hereinafter referred to as the "Municipality")

Of The First Part

-and-

The Walkerton Lawn Bowling Club
(Hereinafter referred to as the "Club")

Of The Second Part

Whereas The Corporation of the Municipality of Brockton is the owner of the lands located at the Walkerton Lawn Bowling Greens, at its own cost at 207 Jane Street, Part Park Lot 1, West side of Victoria Street, Plan 7, in the Municipality of Brockton (formerly the Town of Walkerton), County of Bruce, known as Walkerton Lawn Bowling Greens;

And Whereas the Walkerton Lawn Bowling club is willing to operate the Walkerton Lawn Bowling Greens facility as a municipal facility for the use of the public;

And Whereas it is the intent and agreement of, and between, the parties hereto, that the Walkerton Lawn Bowling Greens shall be operated by the Club as a municipal capital facility for the benefit of the citizens of the Municipality and the surrounding community, and that the said Walkerton Lawn Bowling Greens facility shall be available for the use of the public.

Now Therefore The Parties hereto agree as follows:

1. **Definitions**

Approved by the Municipality shall mean confirmed by resolution duly passed by the Council of the Corporation of the Municipality of Brockton.

Capital Expenditure is defined as any significant expenditure incurred to acquire or improve land, building, engineering structures, machinery and equipment used in providing municipal services. This expenditure normally confers benefit lasting beyond one year and results in the acquisition, or extends the life of a fixed asset. The method of financing a transaction does not determine whether the expenditure is a capital expenditure.

Designated Officer shall mean the fully elected officer for the Club who shall be appointed by the Club to be the sole contact with the Municipality for the purpose of making any, and all, arrangements that may be necessary, from time to time, with the Municipality. The club shall notify the Municipality immediately upon this appointment being made, or of any change in this appointment, in writing.

Maintenance Expenditure is designed to maintain an asset in its original state and includes regular cleaning.

Operate shall mean the daily operation and maintenance of the Walkerton Lawn Bowling Greens facility as approved by the Municipality.

Walkerton Lawn Bowling Greens Facility shall mean those facilities provided on the lands located at

the Walkerton Lawn Bowling Greens, at its own cost at Part Park Lot 1, West side of Victoria Street, Plan 7, in the Municipality of Brockton (formerly the Town of Walkerton), County of Bruce, known as Walkerton Lawn Bowling Greens;

2. Ownership

2.1 The Municipality is the absolute owner of the Walkerton Lawn Bowling Greens and the lands upon which is situated.

3. Club's Construction and Maintenance of the Walkerton Lawn Bowling Greens Facility

3.1 The Club has constructed and maintained the Walkerton Lawn Bowling Greens, at its own cost at 207 Jane Street, Part Park Lot 1, West side of Victoria Street, Plan 7, in the Municipality of Brockton (formerly the Town of Walkerton), County of Bruce, known as Walkerton Lawn Bowling Greens;

3.2 The Club shall be responsible for the continued maintenance of the Walkerton Lawn Bowling Greens, at its own cost.

3.3 The Club shall name a Designated Officer.

4. Access

4.1 Access to the Walkerton Lawn Bowling Greens facility shall be open to all citizens, or groups of citizens, in the Municipality and surrounding area, and there will be no restrictions on use other than compliance with the rules, regulations and by-laws of the Municipality and of the Club, provided that said rules do not exclude any person by reason of prohibited grounds of discrimination pursuant to the Ontario Human Rights Code.

5. Encumbrances

5.1 The club shall not in any way encumber the Walkerton Lawn Bowling Greens facility. In the event that the Club shall cease to exist or cease to be a non-profit organization or during the term hereof shall make any assignment for the benefit of creditors or upon becoming bankrupt or insolvent, shall take the benefit of any act for bankruptcy or insolvent debtors of if the term shall be at any time served or taken in execution or in attachment by any creditor of the club, this agreement shall be at an end and void.

6. Insurance

6.1 The Club shall insure itself for all perils in its construction and operation of the Walkerton Lawn Bowling Greens facility. The Club shall obtain its own liability insurance coverage in a minimum amount of $2,000,000 liability coverage and, showing the Club and the Municipality as insured parties under the policy. The Club shall provide the Municipality proof of such insurance within two weeks hereof, and annually for the forthcoming years, at least two weeks prior to the expiry of renewal date of the policy in force from time to time. The club will at all times indemnify the Municipality, and its staff, against all claims and demands which may be brought against or made upon it and against all loss, liabilities, judgments, costs, damages or expenses which the Municipality may suffer resulting from or incidental to the club's use, or arising out of the Club's involvement with the Walkerton Lawn Bowling Greens facility, or from any act or omission to act on the part of the Club or its servants or employees.

6.2 The Club shall be responsible for maintaining property insurance to cover any of its own property, from time to time stored or situated at the Walkerton Lawn Bowling Greens facility.

6.3 The Municipality shall be responsible to maintain property insurance and liability insurance on the Walkerton Lawn Bowling Greens facility and its contents, if any, to cover its own operations.

7. Utilities and Taxes

7.1 The cost of all utilities, including hydro, water, sewer and garbage pickup service shall be paid for by the Club.

7.2 Notwithstanding that, under *Ontario Regulation 603/06: Municipal and School Capital Facilities - Agreements and Tax Exemptions* made under the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, the Municipality has declared, by resolution, that the Walkerton Lawn Bowling Greens facility is a municipal capital facility for the purposes of the Municipality and is for a public use and has granted a tax exemption for it, the Club shall be responsible for all municipal taxes, if any, levied against the Walkerton Lawn Bowling Greens facility due to any future legislative changes which may occur.

8. Maintenance

8.1 The Walkerton Lawn Bowling Greens facility shall be maintained in a safe condition by the Club, at its expense, for use by members of the general public.

8.2 The Club shall present plans for any proposed construction, renovations and/or maintenance to be approved by the Municipality prior to any work-taking place.

9. Capital Expenditures

9.1 The Club shall make recommendations to the Municipality for any capital expenditures it deems necessary to the Walkerton Lawn Bowling Greens facility.

9.2 The club shall not undertake any capital expenditure unless the Municipality has approved it.

10. Notice

10.1 The Designated Officer shall notify the Municipality of any, and all, matters, which affect the Municipality's ownership of the Walkerton Lawn Bowling Greens facility.

10.2 Notice of any breach of the provisions of this agreement shall be deemed to be given by the club if delivered personally, or by registered or certified mail to:

Municipality of Brockton
100 Scott Street, P.O. Box 68
Walkerton, ON N0G 2V0

10.3 The Director of Community Services, or designate shall notify the Club of any, and all, matters, which affect the club's operations.

10.4 Notice of any breach of the provisions of this agreement shall be deemed to be given by the Municipality if delivered personally or by registered or certified mail to:

Walkerton Lawn Bowling Club
215 Jane Street, P.O. Box 2084
Walkerton, ON N0G 2V0

10.5 The Club shall notify the Municipality of the appropriate address for notice on or before July 1st of each year if any change of address has occurred.

11. Club Logo

11.1 The Club may display its logo at the Walkerton Lawn Bowling Greens facility.

12. Municipal Assistance with Grants

12.1 The Club may call upon the Municipality for assistance in sourcing, applying for and securing grants to contribute to the operation of the Walkerton Lawn Bowling Greens facility.

13. Municipality Operations and Maintenance of Walkerton Lawn Bowling Greens Facility

13.1 The Municipality reserves the right to enter the Walkerton Lawn Bowling Greens facility, without notice in the event of an emergency, and install, construct, maintain, open, inspect and to alter, repair, remove, replace, relocate, reconstruct and operate any municipal service(s) on or in the Walkerton Lawn Bowling Greens facility, free of charge.

14. Annual Inspection Meeting

14.1 Annual inspection tours of the Walkerton Lawn Bowling Greens facility are to be carried out by the Director of Community Services, or designate and the Club's Designated Officer in the fall and the spring, or as otherwise required, to assess the condition of the Walkerton Lawn Bowling Greens facility and to review the operations between the club and the Municipality.

15. Indemnification

By Club

15.1 By this agreement, the club indemnifies the Municipality and saves it harmless from all liability, all manner of actions, causes of action, suits, claims, demands and costs, whatsoever, arising from any actions of the Club, its personnel, employees, representatives or agents, done in pursuance of the agreement.

By Municipality

15.2 By this agreement, the Municipality indemnifies the Club and saves it harmless from all liability, all manner of actions, causes of action, suits, claims, demands and costs, whatsoever, arising from any actions of the Municipality, its personnel, employees, representatives or agents, done in pursuance of the agreement.

16. Terms and Review of Lease Agreement and Dispute Resolution

16.1 Length of Term

16.1.1 This agreement shall come into force and effect on the 27th of April, 2021 and shall continue in force until the 31st day of December, 2026.

16.2 Review of Lease Agreement

16.2.1 The Parties shall meet to discuss the terms of this agreement, as a minimum, every three (3) years with either Party giving notice to the other to arrange the meeting. Either Party may request a meeting earlier than three (3) years.

16.3 Third Party Resolution

16.3.1 In the event of a dispute between the club and another party or parties (other than the Municipality) concerning the Walkerton Lawn Bowling Greens facility, the Club agrees to submit such dispute to arbitration by a panel of three persons appointed by the Municipality, and if the other party to the dispute agrees to such arbitration as

well, the dispute shall be resolved by such arbitrators acting under the provisions of the *Arbitration Act, 1991, S.O. 1991, c. 17* as amended.

16.4 Dispute Resolution Between Parties by Arbitration

16.4.2 Such arbitration shall be conducted by a single arbitrator mutually acceptable to both Parties, or if the parties cannot agree on an arbitrator, by a panel of three arbitrators, one selected by each party, and the third selected by the other two arbitrators.

16.4.3 Such arbitration shall be conducted in accordance with the *Arbitration Act, 1991, S.O. 1991, c. 17* as amended, save that the Parties agree that the Municipality shall be presumed to be correct in its position taken at arbitration unless the club, having at all times the onus to establish its case to the contrary, can establish its position to the contrary on clear and convincing grounds.

17. Municipality's Rights Regarding Defaults

17.1 It is provided always and mutually agreed that any excusing, condoning or overlooking by the Municipality of any default, breach or non-observance by the Club, at any time, of any covenant, provision, condition or regulation in this agreement shall not operate as a waiver of the Municipality's rights hereunder in respect of any subsequent default, breach or non-observance of terms of this agreement and shall not defeat or affect in anyway the Municipality's rights in respect of any such subsequent default or breach.

18. Contacts

Municipality of Brockton
Mark Coleman, Director of Community Services
mcoleman@brockton.ca
519-881-0625 Ext. 202

Walkerton Lawn Bowling Club
Ken Schlorff, President
kedesa@wightman.ca

19. Cancellation of Previous Lease

19.1 It is acknowledged and agreed that any previous lease between the Municipality and the club is hereby terminated effective April 27, 2021 with no further rights or liability arising to either party pursuant to the said lease.

In Witness Whereof the parties hereto have hereunto affixed their signatures and Corporate Seals attested to by the hands of their proper officers, duly authorized in that behalf.

The Corporation of the Municipality of Brockton

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Mayor – Chris Peabody

_____
Clerk – Fiona Hamilton

The Walkerton Lawn Bowling Club

_____
President – Ken Schlorff

_____
Vice President – Colin Dunkley

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Treasurer - Cate Diebold