

**CITY HALL
WINDSOR, ONTARIO
N9A 6S1**

Phone: (519)255-6211

Fax: (519)255-6868

E-mail: clerks@citywindsor.ca

WEBSITE: www.citywindsor.ca

CAO APPROVAL

The Chief Administrative Officer approved the following recommendation:

Report Number: CAO 25/2025

Approved: Wednesday, March 5, 2025

I. THAT **APPROVAL BE GIVEN** to enter into a License Agreement with College Boréal d'Arts Appliqués et de Technologie for part of the volleyball court within Derwent Park in accordance with the following terms:

BASIC TERMS:

- | | |
|----------------------------------|--|
| a) Licensee | College Boréal D'Arts Appliqués et de Technologie |
| b) Commencement Date | February 1, 2025 |
| c) Termination Date | January 31, 2030 |
| d) License Term | Five (5) years |
| e) Licensed Space | Volleyball court within part of Derwent Park as shown as Part 5 on 12R-29790, attached as Appendix B |
| f) Area of Licensed Space | 15,978 square feet |
| g) Annual License Fee | \$1.00, plus HST |
| h) Security Deposit | None |
| i) Land Taxes | N/A |

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j) Utilities

In the event the Licensee requires hydro or other utility services, the locations of which are to be pre-approved by the Executive Director of Parks, Recreation and Facilities or designate, the costs for all such installations by a licensed electrician and associated permit costs, as well as monthly charges therefor, are to be borne solely by the Licensee

k) Insurance

General Liability Insurance

Minimum Limit \$2,000,000.00 per occurrence

The Corporation of the City of Windsor to be listed as additional insured and 30 days' notice of cancellation. The policy shall contain a cross-liability/separation clause

l) Renewal

Upon mutual consent, the Licensee has the option to renew the agreement on the same terms and conditions, for two (2) additional, five (5) year terms, provided they provide the City with written notice at least three (3) months prior to the Termination Date.

The City reserves the right to decline renewal for an additional term by providing written notice to the Licensee at least three (3) months prior to the Termination Date

n) Guarantor

None

o) Special Provisions:

All maintenance and repair costs of the Licensed Space will be borne by the Licensee

Licensee acknowledges that it is required to inspect and maintain the Volleyball Court to ensure same is reasonably safe for users

Licensee acknowledges that City staff may enter the Licensed Land upon 24 hours' notice to



OFFICE OF THE CITY CLERK COUNCIL SERVICES

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Licensee for the purpose of conducting inspections

Licensee shall pay promptly, when due, all costs incurred in connection with such repair, replacement or renovation, whether for work, services or materials, at the Licensee's own cost and expense, keep the interest of the City and the Licensed Space free of liens, charges and encumbrances of any nature and shall defend, indemnify and save harmless the City against all cost of the work and all liens arising therefrom and to forthwith discharge and/or vacate any construction liens and/or certificates of action which may affect any portion of the Licensed Space

Licensee agrees to indemnify and hold the City harmless against any and all claims, demands, liabilities, actions or causes of action, or fines which may arise from the existence or use of the Licensed Space, as may be advanced by any party, including third parties

Licensee shall be responsible for maintenance of the volleyball court. Licensee shall not make any improvements to the volleyball court, including infrastructure, without prior written approval of the City's Executive Director of Parks, Recreation and Facilities or designate. If approved, any such improvements will be at the Licensee's sole cost

Licensee acknowledges that, upon termination of the license agreement, Licensee will deliver up and surrender possession of the Licensed Space, to be restored at the Licensee's own cost to the satisfaction of the Executive Director of Parks, Recreation and Facilities, or designate, acting reasonably

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This license is granted for nominal consideration in exchange for College Boréal D'Arts Appliqués et de Technologie and Conseil Scolaire Catholique Providence granting a gratuitous access easement in favour of the Licensor through their parking lot to Derwent Park and the Children's Safety Village

The Licensee acknowledges its obligations in accordance with City By-law No. 131-2019 and City By-law No. 113-2006, and specifically that it shall not possess, consume, serve or sell alcohol, or engage in smoking any lighted or heated equipment used to smoke or vaporize any tobacco or non-tobacco product, within the Licensed Land; and,

- II.** THAT the Chief Administrative Officer and City Clerk **EXECUTE** a License Agreement, to be satisfactory in form to the City Solicitor, satisfactory in content to the Lease Administrator and the Executive Director of Parks, Recreation and Facilities, and satisfactory in financial content to the City Treasurer.

Report Number: CAO 25/2025
Clerk's File: APM/14908

Anna Ciacelli

Deputy City Clerk / Supervisor of Council Services
March 5, 2025

Department Distribution

Acting Lease Administrator
Manager, Real Estate Services
City Solicitor
Acting Senior Executive Director, Corporate Services
Executive Director, Parks, Recreation &



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Facilities
Manager, Strategic Operating Budget Development & Control
Acting Senior Executive Director, Community Services
Commissioner, Community & Corporate Services
Deputy Treasurer Taxation, Treasury & Financial Planning
Commissioner, Finance / City Treasurer
Chief Administrative Officer