



**The Municipal Corporation of the
Town of Fort Erie**

BY-LAW NO. 203-98

**BEING A BY-LAW TO AMEND BY-LAW NO. 31-97, BEING THE LEASE
AGREEMENT WITH THE CRYSTAL RIDGE COMMUNITY CENTRE
AT THE WEST END ARENA (L07.103.05)**

WHEREAS By-law No. 100-98 (repealing By-law No. 181-97) authorizes the entry into an agreement with Crystal Ridge Community Centre for the design and construction of a Community Centre addition at the West End Arena, and

WHEREAS By-law No. 31-97 authorizes the entry into a lease agreement with the Crystal Ridge Community Centre for the leasing of the Community Centre at the West End Arena, and

WHEREAS under the lease agreement the Crystal Ridge Community Centre is responsible for arranging and paying for insurance coverage, and

WHEREAS upon the advice of the Town's insurance broker, it is deemed prudent to include the insurance coverage for the facility in the Town's policy with the cost charged back to the Crystal Ridge Community Centre, and

WHEREAS at the Council-in-Committee meeting of December 7, 1998, Report No. F-55-98 was approved which provides interalia that the lease agreement with the Crystal Ridge Community Centre be amended to reflect the Town obtaining property and boiler insurance coverage with the premium to be charged back to the Crystal Ridge Community Centre, and

WHEREAS it is deemed necessary to amend the lease agreement to reflect this change in insurance arrangements;

NOW THEREFORE the Municipal Council of The Corporation of the Town of Fort Erie hereby enacts as follows:

- (1) **THAT** the entry into Lease Addendum No. 2 with the Crystal Ridge Community Centre for the leasing of the Community Centre at the West End Arena in the form of Schedule "A" annexed hereto to this by-law be and it is hereby approved and authorized.

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- (2) **THAT** the Mayor and Clerk be and they are hereby authorized and directed to execute Lease Addendum No. 2 annexed hereto as Schedule "A" to this by-law and to affix the Corporate Seal thereto.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 14TH DAY OF DECEMBER, 1998.

MAYOR

CLERK

I, the Clerk, Carolyn J. Booth, of The Corporation of the Town of Fort Erie hereby certify the foregoing to be a true certified copy of By-law No. 203-98 of the said Town. Given under my hand and the seal of the said Corporation this day of , 19 .

SCHEDULE "A" TO BY-LAW NO. 203-98

LEASE ADDENDUM NO. 2

Made this day of , 1998.

BETWEEN:

CRYSTAL RIDGE COMMUNITY CENTRE

non-profit corporation duly incorporated by Letters -
Patent granted by the Province of Ontario
hereinafter called the "Lessee" OF THE FIRST PART;

-AND-

THE CORPORATION OF THE TOWN OF FORT ERIE

hereinafter called the "Lessor" OF THE SECOND PART;

WHEREAS the parties entered into a Lease Agreement on the 22nd day of July, 1998 to lease the Community Centre at the West End Arena, and

WHEREAS it is deemed desirable by the parties to effect certain amendments to the Lease Agreement affecting insurance coverage;

WITNESSETH that in consideration of the rents, covenants and agreements reserved in the Lease Agreement between the Lessee and the Lessor dated the 22nd day of July, 1998, (hereinafter called the "Lease Agreement"), the parties hereby agree to amend said Lease Agreement as follows:

1. THAT Clause 13 of the Lease Agreement be and it is hereby amended by deleting Section 1 thereof and inserting in lieu thereof the following:

13(1) (a) The Lessor shall at all times during the term of this lease agreement and any renewal thereof, maintain and enforce property insurance coverage and the Lessor shall charge back the cost of this insurance coverage to the Crystal Ridge Community Centre who shall immediately remit the funds to the Lessor.

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- (b) The Lessee shall furnish the Lessor with a certified copy of an insurance policy covering Public Liability, in a minimum amount of Five Million Dollars (\$5,000,000.00) and such policy shall contain:
- (i) a cross-liability clause or endorsement;
 - (ii) an endorsement certifying that the Town is included as an additional insured, and;
 - (iii) an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days advance written notice of the Lessor.

IN WITNESS THEREOF the Mayor and Clerk of the Corporation of the Town of Fort Erie have hereunto set their hands and affixed the Corporate Seal and the Lessee has hereunto set its corporate seal duly attested to by the hands of its proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

THE CORPORATION OF THE
TOWN OF FORT ERIE:

Mayor

Clerk

CRYSTAL RIDGE
COMMUNITY CENTRE: