The Chief Administrative Officer approved the following recommendation:

CAO4366 AMENDMENT
AMENDMENT APPROVED – March 19, 2018

An amendment to the Insurance requirements in the recommendation has been requested.

I. THAT APPROVAL BE GIVEN for a license agreement between The Corporation of the City of Windsor and the Greater Essex County District School Board for the purpose of overflow parking in the parking lots adjacent to Hon. W. C. Kennedy Collegiate Institute, Talbot Trail Public School and Bellewood Public School, in accordance with the following terms:

BASIC TERMS:

a) Licensee
Greater Essex County District School Board

b) Licensee’s Address
451 Park Street West
P.O. Box 210
Windsor, ON N9A 6K1

c) Commencement Date
January 1, 2018

d) Term
Six (6) Months, from 7:30 am to 6:00 pm, Monday through Friday

e) Termination Date
June 29, 2018

f) Licensed Lands
(i) The parking lot south of the Field House in Jackson Park, known municipally as 2365 McDougall Avenue, as shown on the aerial diagram attached as Appendix B (the “Field House Lot”)

(ii) The parking lot in Captain John Wilson Park, known municipally as 3950 Ducharme Street, as shown on the aerial diagram attached as Appendix C (the “Wilson Park Lot”)

(iii) The parking lot located at the northeast limit of Bellewood Park, known municipally as 0 Youngstown Street, as shown on the aerial
CAO APPROVAL NOTICE

The Chief Administrative Officer approved the following recommendation:

- Diagram attached as Appendix D (the “Bellewood Lot”)

Hereinafter collectively the “Licensed Lands”

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>g) License Fee</td>
<td>Nil</td>
</tr>
<tr>
<td>h) Security Deposit</td>
<td>None</td>
</tr>
<tr>
<td>i) Land Taxes</td>
<td>Nil</td>
</tr>
<tr>
<td>j) Utilities</td>
<td>Nil</td>
</tr>
<tr>
<td>k) Permitted Use</td>
<td>Overflow Parking</td>
</tr>
<tr>
<td>l) Insurance</td>
<td>GECDSB will be required to provide the City with indemnification and proof of insurance with the following minimal coverage, satisfactory to the Manager of Risk and Insurance:</td>
</tr>
<tr>
<td></td>
<td>➢ $2,000,000 General Liability coverage</td>
</tr>
<tr>
<td></td>
<td>➢ “The Corporation of the City of Windsor” listed as Additional insured</td>
</tr>
<tr>
<td></td>
<td>➢ Cross liability coverage</td>
</tr>
<tr>
<td></td>
<td>➢ 30 days’ notice of cancellation</td>
</tr>
</tbody>
</table>

In the event that the GECDSB is self-insured, it covenants and agrees to provide a letter confirming that it is self-insured in the amount of at least Two Million Dollars ($2,000,000.00) per occurrence and that it will provide at least 30 days’ notice should the foregoing change.

m) Renewal | Upon two months’ written notice by Licensee of its intent to renew, and upon consent of Licensor, an option to renew for a further school year, from September 4, 2018 to June 28, 2019, from 7:30 am to 6:00 pm, Monday through Friday

n) Guarantor | None
The Chief Administrative Officer approved the following recommendation:

- **Special Provisions:**
  - Licensee acknowledges that Licensor makes no representations or warranties as to the suitability and security of the Licensed Lands for parking.
  - Licensee acknowledges that Licensor is not responsible for any loss or damage to vehicles and/or their contents on the Licensed Lands.
  - Licensee will be responsible for snow removal on the Licensed Lands from 6:00 am Mondays through 6:00 pm Fridays during the Term, exclusive of Board holidays and in accordance with the Licensee’s Snow Removal Guidelines, attached as Appendix E.
  - Licensor will be responsible for snow removal at all other times.
  - Licensee agrees that, upon termination of the agreement, any disturbance of the Licensed Lands resulting from its occupation thereof will be restored at its own costs to the satisfaction of the Corporate Leader of Parks, Recreation, Culture and Facilities or designate acting reasonably.

II. **AND THAT** the Chief Administrative Officer and City Clerk **BE AUTHORIZED** to sign a License Agreement, to be satisfactory to the City Solicitor in form and in financial content to the City Treasurer.

**CAO4366**
**APPROVED – February 13, 2018**

I. **THAT APPROVAL BE GIVEN** for a license agreement between The Corporation of the City of Windsor and the Greater Essex County District School Board for the purpose of overflow parking in the parking lots adjacent to Hon. W. C. Kennedy Collegiate Institute, Talbot Trail Public School and Bellewood Public School, in accordance with the following terms:

**BASIC TERMS:**

- **Licensee**
  - Greater Essex County District School Board
The Chief Administrative Officer approved the following recommendation:

b) Licensee’s Address
451 Park Street West
P.O. Box 210
Windsor, ON N9A 6K1

c) Commencement Date
January 1, 2018

d) Term
Six (6) Months, from 7:30 am to 6:00 pm, Monday through Friday

e) Termination Date
June 29, 2018

f) Licensed Lands
   (i) The parking lot south of the Field House in Jackson Park, known municipally as 2365 McDougall Avenue, as shown on the aerial diagram attached as Appendix B (the “Field House Lot”)

   (ii) The parking lot in Captain John Wilson Park, known municipally as 3950 Ducharme Street, as shown on the aerial diagram attached as Appendix C (the “Wilson Park Lot”)

   (iii) The parking lot located at the northeast limit of Bellewood Park, known municipally as 0 Youngstown Street, as shown on the aerial diagram attached as Appendix D (the “Bellewood Lot”)

   Hereinafter collectively the “Licensed Lands”

g) License Fee
Nil

h) Security Deposit
None

i) Land Taxes
Nil

j) Utilities
Nil

k) Permitted Use
Overflow Parking

l) Insurance
General Liability Insurance
The Chief Administrative Officer approved the following recommendation:

- Minimum Limit $2,000,000
- Licensee’s Legal Liability Insurance
- Minimum Limit $300,000.00
- The Corporation of the City of Windsor to be listed as Additional insured and 30 days notice of cancellation

m) Renewal

Upon two months’ written notice by Licensee of its intent to renew, and upon consent of Licensor, an option to renew for a further school year, from September 4, 2018 to June 28, 2019, from 7:30 am to 6:00 pm, Monday through Friday

n) Guarantor

None

o) Special Provisions:

Licensee acknowledges that Licensor makes no representations or warranties as to the suitability and security of the Licensed Lands for parking

Licensee acknowledges that Licensor is not responsible for any loss or damage to vehicles and/or their contents on the Licensed Lands

Licensee will be responsible for snow removal on the Licensed Lands from 6:00 am Mondays through 6:00 pm Fridays during the Term, exclusive of Board holidays and in accordance with the Licensee’s Snow Removal Guidelines, attached as Appendix E.

Licensor will be responsible for snow removal at all other times

Licensee agrees that, upon termination of the agreement, any disturbance of the Licensed Lands resulting from its occupation thereof will be restored at its own costs to the satisfaction of the Corporate Leader of Parks, Recreation, Culture and Facilities or designate acting reasonably

II. AND THAT the Chief Administrative Officer and City Clerk BE AUTHORIZED to sign a License Agreement, to be satisfactory to the City Solicitor in form and in financial content to the City Treasurer.
CAO APPROVAL NOTICE

The Chief Administrative Officer approved the following recommendation:

ST/13073

APPENDICES
Appendix A – Delegation of Authority By-Law Number 208-2008
Appendix B – Field House Lot
Appendix C – Wilson Park Lot
Appendix D – Bellewood Lot
Appendix E – GECDSB Snow Removal Guidelines

Internal Distribution
Lease Administrator
Manager of Real Estate Services
Corporate Leader of Parks, Recreation, Culture and Facilities
City Solicitor
City Treasurer
Chief Administrative Officer

External Distribution