



OFFICE OF THE CITY CLERK COUNCIL SERVICES

Phone: (519)255-6211

CITY HALL
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E-mail: clerks@citywindsor.ca

WEBSITE: www.citywindsor.ca

CAO APPROVAL

The (Acting) Chief Administrative Officer approved the following recommendation:

Report Number: CAO 175/2022

Approved: July 14, 2022

I. That **APPROVAL BE GIVEN** to enter into a License Agreement with Debanjan Banik, Devinder Kular, Vikram Dahiya and Sanam Mehta, representatives of the Vulcans Cricket Club, a member of the Windsor Essex Cricket League, for exclusive use of part of Optimist Memorial Park for the existing batting cage in accordance with the following terms:

BASIC TERMS:

- | | |
|------------------------------------|--|
| a) Licensee | Debanjan Banik, Devinder Kular, Vikram Dahiya and Sanam Mehta, each in their personal capacity and on behalf of the individual members of the Vulcans Cricket Club, an unincorporated association in the Province of Ontario |
| b) Commencement Date | June 1, 2022 |
| c) License Term | Five (5) years |
| d) License Termination Date | May 31, 2027 |
| e) Permitted Use | Use of the existing batting cage by the Licensee |
| f) Licensed Land | An approximately 2,500 square foot area within Optimist Memorial Park, as shown on the aerial diagram attached as Appendix B |
| g) Operating Season | Licensee acknowledges that Parks Operating Season runs May 1 st to October 31 st each year. Licensee further acknowledges that between |



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Parks Non-Operating Season of November 1st through April 30th, Parks' staff may not conduct regular Parks maintenance, including snow removal and the Licensed Land may be inaccessible

- h) Annual License Fee** \$1.00, plus HST
- i) Security Deposit** \$1,500 (see Special Provisions)
- j) Land Taxes** N/A
- k) 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 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
- l) 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
- m) Renewal**

A five (5) year option to renew upon mutual consent on the following conditions:

 - (i) Licensee provides written notice of its intent to exercise the renewal option no later than three (3) months' prior to the expiration of the original Term;
 - (ii) Any renewal will be on the same terms and conditions herein, save and except the security deposit, which will be negotiated and mutually agreed upon by the parties within



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the thirty day period following provision of notice of the Licensee's intent to exercise its option, failing such mutual agreement, the option is void

p) Guarantor

None

q) Special Provisions:

Licensee shall comply with the most up-to-date regulations in place under the *Emergency Management and Civil Protection Act*, as amended from time to time, regardless of the frequency of such amendments. Licensee shall also comply with any guidelines and best practices issued by the Province of Ontario or any other governing body in relation to limiting the spread of COVID-19

Licensee acknowledges and assumes responsibility for complying with the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020*, S.O. 2020, c. 17, as may be amended from time to time, and all regulations, rules, and orders issued thereunder, including, without limitation, any masking requirements, physical distancing requirements, capacity limits, and proof of vaccination requirements (the "**COVID Rules**"). Licensee further agrees to indemnify and hold harmless The Corporation of the City of Windsor from any and all liability, fines, loss, claims, demands, costs and expenses arising in any way from any failure to comply with the COVID Rules

Licensee can access the Licensed Land during the regular operational hours of Optimist Memorial Park, being between 5:00 am and 11:00 pm, in accordance with City By-law No. 131-2019

Licensee is granted a non-exclusive license through Optimist Memorial Park during the Term,



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strictly for the purpose of accessing the Licensed Land

All batting cage maintenance and repair costs, and costs for maintenance of the Licensed Land, will be borne by the Licensee

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 batting cage, as may be advanced by any party, including third parties

Licensee consents to the use of the batting cage and Licensed Land by third parties, in the event Licensee is not using same and the City has rented the adjacent cricket pitch to a third party

Licensee acknowledges that it is required to inspect and maintain the batting cage to ensure same is reasonably safe for users of the batting cage and surrounding Licensed Land

Licensee agrees to deliver to the Manager of Parks Operations, or designate, two (2) sets of keys for the batting cage. Licensee acknowledges that City staff may enter the Licensed Land upon 24 hours' notice to Licensee for the purpose of conducting inspections

Licensee will pay a security deposit of \$1,500.00, to be held for the duration of the License Term and any renewals thereof in the Deposits account 001-1250. The security deposit will be used to rectify any deficiencies related to the Licensed Land noted by Parks' staff that the Licensee fails to remedy within the timeline prescribed by the Executive Director of Parks and Facilities, or



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designate. In the event that Licensee abandons the Licensed Land, the cost of removal of the batting cage and restoration of the Licensed Land will be paid from the security deposit

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

II. That the Chief Administrative Officer and City Clerk **BE AUTHORIZED** to sign 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 and Facilities, and satisfactory in financial content to the City Treasurer.

Report Number: CAO 175/2022

Clerk's File: APM/14441

Anna Ciacelli

Deputy City Clerk/Supervisor of Council Services
July 15, 2022

Department Distribution

Lease Administrator
Manager of Real Estate Services
Commissioner, Legal & Legislative Services
Executive Director of Recreation & Culture
Executive Director of Parks & Facilities
Commissioner, Community Services
Deputy Treasurer – Taxation, Treasury & Financial Projects
Commissioner, Corporate Services / Chief Financial Officer / City Treasurer
(Acting) Chief Administrative Officer



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