

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 172/2026

Approved: Thursday, September 10, 2026

I. THAT **APPROVAL BE GIVEN** to enter into a License Renewal Agreement with Cavaliers Cricket Club of Windsor 2020, Inc for exclusive use of part of Jackson Park for the existing batting cage in accordance with the following terms:

BASIC TERMS:

- | | |
|------------------------------------|--|
| a) Licensee | Cavaliers Cricket Club of Windsor 2020, Inc |
| b) Commencement Date | September 1, 2026 |
| c) License Term | Five (5) years |
| d) License Termination Date | August 31, 2031 |
| e) Permitted Use | Use of the existing batting cage |
| f) Licensed Land | An approximately 1,980 square foot area within Jackson Park, as shown on the aerial diagram attached as Appendix A |
| g) Operating Season | Licensee acknowledges that Parks Operating Season runs from May 1 st to October 31 st each year. Licensee further acknowledges that between Parks Non-Operating Season of November 1 st through April 30 th , Parks' staff may not conduct regular Parks maintenance, including snow removal |
| h) Annual License Fee | \$1.00, plus HST |
| i) Security Deposit | \$1,500 (see Special Provisions) |

Phone: (519)255-6211

CITY HALL
WINDSOR, ONTARIO
N9A 6S1

Fax: (519)255-6868

E-mail: clerks@citywindsor.ca

WEBSITE: www.citywindsor.ca

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, 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

l) Insurance

General Liability Insurance

Minimum Limit \$5,000,000 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

m) Renewal

A five (5) year option to renew 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) Licensor may not arbitrarily or unreasonably withhold consent, failing which, the option is void;

(iii) 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 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

The term recommended herein represents the renewal period

n) Guarantor

None

Phone: (519)255-6211

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

Fax: (519)255-6868

E-mail: clerks@citywindsor.ca

WEBSITE: www.citywindsor.ca

o) Special Provisions

Licensee can access the Licensed Land during the regular operational hours of Jackson Park, in accordance with City By-law No. 131-2019

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 pitch and Licensed Land to a third party

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

Licensee agrees to deliver to the Executive Director of Parks, Recreation and Facilities 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 has paid a security deposit of \$1,500.00, which will continue to be held for the License Term 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, Recreation and Facilities or designate. In the event that Licensee abandons the Licensed Land, the

CITY HALL
WINDSOR, ONTARIO
N9A 6S1

Phone: (519)255-6211

Fax: (519)255-6868

E-mail: clerks@citywindsor.ca

WEBSITE: www.citywindsor.ca

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, Recreation and Facilities, or designate, acting reasonably

Licensor grants Licensee the right to modify, repair and/or replace the existing batting cage on the Licensed Lands, at its own cost, provided that Licensee obtains written consent of the Executive Director of Parks, Recreation and Facilities, or designate, to all plans and specifications for the proposed modifications, repairs and/or replacement

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 Space; and,

II. THAT the Chief Administrative Officer and City Clerk **EXECUTE** a License Renewal 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 172/2026
Clerk's File: APM/15083

Anna Ciacelli

Deputy City Clerk / Supervisor of Council Services
September 10, 2026



OFFICE OF THE CITY CLERK COUNCIL SERVICES

Phone: (519)255-6211

CITY HALL
WINDSOR, ONTARIO
N9A 6S1

Fax: (519)255-6868

E-mail: clerks@citywindsor.ca

WEBSITE: www.citywindsor.ca

Department Distribution

Lease Administrator
Manager of Real Estate Services
City Solicitor
Acting Executive Director of Parks, Recreation and Facilities
Commissioner, Community Services
Manager of Strategic Operating Budget Development and Control
On behalf of Commissioner, Finance / City Treasurer
Chief Administrative Officer