**Agenda – Council – June 21, 2017**

**Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – June 6, 2017**

**Item No. 11 Lease Agreement to Allow for the Use of City-Owned Property at 3448 Pembina Highway for the purpose of a Day Care Centre (South Winnipeg - St. Norbert)**

STANDING COMMITTEE RECOMMENDATION:

On June 14, 2017, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development, Heritage and Downtown Development and submitted the following to Council:

1. That the City enter into, execute and deliver a lease agreement, based on the proposed terms and conditions attached as Schedule A, with the St. Norbert Children's Centre Inc. for the purpose of operating a day care centre at 3448 Pembina Hwy. (identified as "Daycare Centre: 680+m2 (7,320+ft2)" and "Outdoor Play Area" on Misc. Plan No. 8521/3, attached as Schedule B) and such other agreements as determined necessary by the City Solicitor/Director of Legal Services to implement the intent of the foregoing (the "Ancillary Agreements").

2. That for the time period equivalent to the term of the lease, for this and any subsequent lease agreements entered into for the premises defined as "Demised Premises" on Schedule A attached hereto, a monthly operating grant to the St. Norbert Community Centre (SNCC) be approved in an amount equivalent to the monthly operating cost for garbage collection and disposal, snow removal and maintenance of the parking lot collected subject to Recommendation 3 hereof.

3. That the City enter into a grant agreement with the SNCC that sets out the terms and conditions of the grant to be provided by the City pursuant to Recommendation 2 hereof including the authority for the SNCC to act as "agent" for the City in the collection and retention of the lease operating costs that form the subject matter of the grant, and such other terms and conditions deemed necessary by the City Solicitor / Director of Legal Services to protect the interests of the City

4. That authority be delegated to the Chief Administrative Officer to negotiate and approve the terms and conditions of the lease agreement and the Ancillary Agreements, in accordance with this report and such other terms and conditions deemed necessary by the City Solicitor / Director of Legal Services to protect the interests of the City.

5. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

**Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – June 6, 2017**

DECISION MAKING HISTORY:

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On June 14, 2017, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development, Heritage and Downtown Development and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On June 6, 2017, the Standing Policy Committee on Property and Development, Heritage and Downtown Development concurred in the recommendation of the Winnipeg Public Service and submitted the matter to the Executive Policy Committee and Council.

# ADMINISTRATIVE REPORT

**Title:** Lease Agreement to Allow for the Use of City-Owned Property at 3448 Pembina Hwy. for the purpose of a Day Care Centre.

**Critical Path:** Standing Policy Committee on Property and Development, Heritage and Downtown Development - Executive Policy Committee - Council

## AUTHORIZATION

| Author | Department Head | CFO | CAO |
|---|---|---|---|
| B. Erickson | J. Kiernan | M. Ruta | D. McNeil |

## EXECUTIVE SUMMARY

The St. Norbert Children's Centre Inc. (the Centre) has requested a renewed agreement to use City-owned land for the purpose of operating a day care facility. The St. Norbert Community Club (SNCC) has identified maintenance costs associated with the garbage collection and the parking lot for the property required by the Centre, and both parties have agreed to share these operating costs.

To facilitate this agreement, it is recommended that the City enter into a grant agreement that enables the SNCC to act as an agent of the City and collect the Centre's portion of operating costs.

The recommendations of this report are revenue neutral.

## RECOMMENDATIONS

1. That the City enter into, execute and deliver a lease agreement, based on the proposed terms and conditions attached as Schedule A, with the St. Norbert Children's Centre Inc. for the purpose of operating a day care centre at 3448 Pembina Hwy. (identified as "Daycare Centre: 680$\pm$m$^2$ (7,320$\pm$ft$^2$)" and "Outdoor Play Area" on Misc. Plan No. 8521/3, attached as Schedule B) and such other agreements as determined necessary by the City Solicitor/Director of Legal Services to implement the intent of the foregoing (the "Ancillary Agreements").

2. That for the time period equivalent to the term of the lease, for this and any subsequent lease agreements entered into for the premises defined as "Demised Premises" on Schedule A attached hereto, a monthly operating grant to the St. Norbert Community Centre (SNCC) be approved in an amount equivalent to the monthly operating cost for garbage collection and disposal, snow removal and maintenance of the parking lot collected subject to Recommendation 3 hereof.

3. That the City enter into a grant agreement with the SNCC that sets out the terms and conditions of the grant to be provided by the City pursuant to Recommendation 2 hereof including the authority for the SNCC to act as “agent” for the City in the collection and retention of the lease operating costs that form the subject matter of the grant, and such other terms and conditions deemed necessary by the City Solicitor / Director of Legal Services to protect the interests of the City

4. That authority be delegated to the Chief Administrative Officer to negotiate and approve the terms and conditions of the lease agreement and the Ancillary Agreements, in accordance with this report and such other terms and conditions deemed necessary by the City Solicitor / Director of Legal Services to protect the interests of the City.

5. That the proper officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

## REASON FOR THE REPORT

In accordance with the Council Order of July 18, 1979, the Standing Policy Committee on Property and Development (now the Standing Policy Committee on Property and Development, Heritage and Downtown Development) shall authorize the leasing or rental of City property for which the Director of Planning, Property and Development has no authority.

On October 31, 1990, Council approved a policy on the lease of City-owned Lands for non-profit use, and for which non-profit organizations must meet all six (6) criteria to be eligible for a non-monetary grant. The proposed grant/lease will require SPC-PDHDD to approve such non-monetary grant.

Council approval is required for the grant agreement for the monthly operating grant to SNCC.

## IMPLICATIONS OF THE RECOMMENDATIONS

The Department has determined that there is no general, policy, regulatory, environmental or human resource implications to entering into a lease agreement as set out in the proposed terms and conditions, attached as Schedule A.

## HISTORY/DISCUSSION

On January 28, 1992, the then Committee on Finance and Administration approved a lease of a portion of the St. Norbert Community Club (SNCC) located at 3450 Pembina Hwy., to the St. Norbert Children’s Centre Inc. (the Centre) for the purpose of constructing an addition for use as a Child Care facility.

The Centre is an incorporated non-profit daycare that provides care for children aged three (3) months to twelve (12) year olds, and is economically dependent on funding through provincial operating grants and parental fees which represents the majority of its total revenue. The Centre has been leasing the subject property since 1992 and is considered to be a tenant in good standing.

A request was received from the Centre to enter into a new agreement for the use of a portion of City-owned property shown as “Daycare Centre” on the attached Misc. Plan No. 8521/3 for the purpose of operating a daycare facility. The proposed lease is for an initial term of five (5) years with an option to extend for a further two (2) five (5) year terms.

SNCC identified maintenance costs associated with the garbage collection and parking lot for the subject property, which has been incorporated in the signed terms and conditions. The proportionate share for the operating costs was formulated and SNCC and the Centre are both in agreement with the rate.

The Centre will be responsible for all costs associated with the operation and maintenance of the subject property and for the proportionate costs of garbage collection and disposal, snow removal and maintenance of the parking lot.

The SNCC, acting as an agent of the City through a grant agreement, will collect a monthly payment from the Centre for garbage collection and disposal, snow removal and parking lot maintenance to help offset operating costs.

The Ward Councillor has been consulted and is supportive of the lease with the day care.

The application was circulated to applicable City departments and public utilities for consideration and comments. All comments and concerns have been incorporated into the signed terms and conditions.

The Risk Management Division of Corporate Finance reviewed the insurance requirements for this proposed lease and their comments have been incorporated into the terms and conditions.

The Planning, Property and Development Department has assessed and negotiated the proposed terms and conditions of a lease agreement in favour of the Centre, and the Centre has met the six (6) non-monetary grant criteria attached herein as Schedule C.

This report seeks approval of the proposed lease agreement as negotiated.

**FINANCIAL IMPACT**

## Financial Impact Statement

**Date:** April 3, 2017

**Project Name:**

**First Year of Program** **2017**

Proposed Lease Agreement to Allow for the Use of City-Owned Property at 3448 Pembina Hwy. for the purpose of a Day Care Centre

| | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|
| **Capital** | | | | | |
| Capital Expenditures Required | $ - | $ - | $ - | $ - | $ - |
| Less: Existing Budgeted Costs | - | - | - | - | - |
| Additional Capital Budget Required | $ - | $ - | $ - | $ - | $ - |
| **Funding Sources:** | | | | | |
| Debt - Internal | $ - | $ - | $ - | $ - | $ - |
| Debt - External | - | - | - | - | - |
| Grants (Enter Description Here) | - | - | - | - | - |
| Reserves, Equity, Surplus | - | - | - | - | - |
| Other - Enter Description Here | - | - | - | - | - |
| Total Funding | $ - | $ - | $ - | $ - | $ - |
| Total Additional Capital Budget Required | $ - | | | | |
| Total Additional Debt Required | $ - | | | | |
| **Current Expenditures/Revenues** | | | | | |
| Direct Costs | $ 2,318 | $ 3,090 | $ 3,090 | $ 3,090 | $ 3,090 |
| Less: Incremental Revenue/Recovery | 2,569 | 3,341 | 3,341 | 3,341 | 3,341 |
| Net Cost/(Benefit) | $ (251) | $ (251) | $ (251) | $ (251) | $ (251) |
| Less: Existing Budget Amounts | (251) | (251) | (251) | (251) | (251) |
| Net Budget Adjustment Required | $ - | $ - | $ - | $ - | $ - |

**Additional Comments:** Revenues consist of the annual fee payable by St. Norbert Children's Centre Inc. ("the Centre") to offset their proportionate share of operating costs for the leased premises, which are assumed to remain constant at $257.50/month, plus nominal rent of $1/annum and a lease admin fee of $250/annum. Direct costs represent a grant to the SNCC equivalent to the annual fee payable by the Day Care. The Day Care is responsible for payment of its proportionate share of realty taxes, the amount of which is not material and has been excluded from this analysis.

*"Original signed by"*
Mike McGinn, CPA, CA
Manager of Finance

## CONSULTATION

This Report has been prepared in consultation with:

Legal Services Department (as to legal issues)
Risk Management, Corporate Finance
Parks and Open Space Division, Public Works Department
Community Services Department
Ward Councillor

## OURWINNIPEG POLICY ALIGNMENT

**Section 01-1 City Building – Create Complete Communities:** Provide and Support Daily Necessities of Life by Providing Options for Accessing Services, Amenities, Schools, and Day Care Centres.

## SUBMITTED BY

| | |
|---|---|
| Department: | Planning, Property and Development |
| Division: | Municipal Accommodations |
| Prepared by: | Charles Osondu, Property Administrator |
| Date: | April 6, 2017 |
| File No.: | 4280-1-V2 |

Attachments: Schedules A. B, & C

O:\Reports Directive\Municipal Accommodations\Leases\2017\MA2017-053 - Lease Agreement to Allow for the Use of City-Owned Property at 3448 Pembina Hwy. for the purpose of a Day Care Centre.docx

## SCHEDULE A

## PROPOSED TERMS AND CONDITONS
## 3448 PEMBINA HWY

| | |
|---|---|
| Owner: | 1. The City of Winnipeg (the "City") |
| Tenant: | 2. St. Norbert Children's Centre Inc. (the "Tenant") |
| Demised Premises: | 3. The Tenant shall have exclusive use of the areas identified as **"Daycare Centre"** and **"Outdoor Play Area"** on Misc. Plan No. 8521/3, attached hereto as Schedule "B" ("Exclusive Use Areas"). The Tenant shall also have joint use of the common area identified as **"Parking Area"** ("Joint Use Area"). |
| Primary Use: | 4. For the purpose of conducting the business of a **Day Care Centre** only and not for any other purpose except with the prior written consent of the City. |
| Initial Term: | 5. Five (5) year term commencing April 15, 2017 and expiring April 14, 2021. |
| Rent: | 6. One Dollar ($1.00) plus GST per annum. |
| Non-Profit Lease: | 7. The Tenant has provided eligibility information required to apply for a Non-Monetary Real Estate Grant to Non-Profit Organizations and hereby represents and warrants that the information attached herein as Schedule "C" is true and accurate to the best of the Tenant's knowledge |
| Extension Option: | 8. Two (2), Five (5) year options to extend at the same terms and conditions |
| Admin Fee: | 9. Annual fee of $250.00 plus GST. |
| Document Processing Fee: | 10. A one-time Document Preparation Fee in the amount of $4,411.00 plus GST payable within 30 days of the approval of these terms and conditions and only payable in the event that the Tenant does not meet the criteria set out in the Non-Monetary Grant Policy attached as Schedule "C". |
| Municipal Taxes: | 11. The Tenant shall pay to the local taxing authority all municipal taxes, which shall be billed directly to the tenant. |

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12. The Tenant is entitled to make an application to the City pursuant to the provisions of *The Municipal Assessment Act* of Manitoba and City of Winnipeg *Community Groups Occupying City-Owned Facilities By-law No. 89/2005*. If the application is granted and the resulting amendment to the By-law is approved, the Demised Premises will be exempt from real property taxes and school taxes as of the date of such By-law approval. In the event that the Tenant loses its exemption, the Tenant shall, in accordance with the provisions of the above paragraph, pay all applicable real property tax and/or school tax.

Other Fees, Licenses, Taxes etc.:

13. All license fees, realty and business tax, etc. which may be charged in respect of the use and occupation of the Demised Premises.

Insurance:

14. The Tenant shall provide and maintain the following insurance coverage at all times during the duration of the contract.

    a. Commercial general liability insurance including but not limited to protection for claims of bodily injury and property damage, personal and advertising injury liability and product and completed operations liability in the inclusive amount of at least two million dollars ($2,000,000.00) per occurrence with a minimum five million dollars ($5,000,000) general aggregate. The City of Winnipeg shall be included as an additional insured. Such liability policy must also contain a cross-liability or severability of interest clause, contractual liability, employees as additional insured, tenant's legal liability for a limit commensurate with the space occupied and shall not contain any special limitations on the scope of coverage afforded the City, its officers, officials, employees, agents or volunteers.

    b. A broad form property insurance policy, for the full replacement cost insuring the building, all contents, mobile equipment and tenant's improvements; Policy to include the City's interest

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as a Loss Payable;

c. An equipment breakdown insurance policy, for the full replacement cost of the facility including all boilers, pressure vessels (fired and unfired), air-conditioning equipment, mechanical and electrical equipment, transformers, electrical switch gears, motors, compressors, refrigeration equipment and miscellaneous electrical apparatus owned or operated by the Landlord; Policy to include the City's interest as a Loss Payable.

15. If required, Automobile liability insurance for owned and non-owned automobiles used for or in connection with the Lease in the amount of at least two million dollars ($2,000,000.00) to remain in place at all times during the full term of the Lease Agreement; such insurance may be met through the commercial general liability cover where applicable;

16. All property policies written on behalf of the Tenant shall contain a waiver of any subrogation right which the Tenant's insurers may have against the City and against those for whom the City is, in law, responsible, whether any such damage is caused by the act, omission or fault of the City or by those for whom the City, is, in law, responsible;

17. All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba;

18. All applicable deductibles shall be borne by the Tenant;

19. The Tenant shall not cancel, or cause any such policy or policies to lapse without a minimum of thirty (30) days' prior written notice to the City;

20. The Tenant shall provide written notice to the City of Winnipeg of any material changes to their policies within thirty (30) days of the change taking effect;

21. The Tenant shall file with the City an annual Certificate of Insurance in a form satisfactory to the City's

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Supervisor of Insurance;

22. The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance to this Lease Agreement and for any subsequent renewals thereof, provided that the City shall give the Tenant reasonable notice and shall request reasonable change.

23. Should the Tenant, during the term of this Lease Agreement, apply to the City's Director of Planning, Property and Development (herein called the "Director") and receive approval for an addition and/or renovations to the existing structure they are required to provide and maintain or ensure that all contractors provide and maintain the following insurance until total performance of the project:

    a. Builder's Risk insurance in an amount of 100% of the total project cost with the Tenant and City added as a Named Insured;

    b. Wrap up liability in an amount of no less than two million dollars $2,000,000 inclusive per occurrence limit for bodily injury, property damage, damage to existing structure and products and completed operations. The policy shall name the contractor, subcontractors, Tenant and City as named insureds;

Cancellation:

24. 180 days' written notice by either party, or immediately upon the tenant being in default of the proposed terms and conditions of the Lease Agreement.

Conditions:

25. The tenant takes the Demised Premises on an "as is" basis.

26. The Tenant is to comply with all laws, by-laws and regulations of any federal, provincial or municipal or other applicable authority.

27. The Tenant shall maintain at its own expense the Exclusive Use Areas in a safe, clean and tidy condition to the satisfaction of the Director.

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28. Unless otherwise specified herein, the Tenant is to pay all operating costs for the Demised Premises, including but not limited to, utilities, janitorial service, security, and general maintenance of the Demised Premises and operating equipment.

29. Unless otherwise specified herein, the Tenant is to pay its proportionate share of the operating costs for garbage collection and disposal for the Demised Premises and snow removal and parking lot maintenance of the Joint Use Area in accordance with the following calculations:

    a. In Year 1 of the Lease Term, commencing April 15, 2017 to May 4, 2018, the Tenant will pay monthly the sum of $257.50;

    b. In each subsequent year of the Term, the Tenant will pay monthly, in advance, the sum of:

        i. $1/12^{th}$ of fifty percent (50%) of the expenses incurred by St. Norbert Community Centre for garbage collection and disposal; and
        ii. $1/12^{th}$ of forty percent (40%) of the expenses incurred by St. Norbert Community Centre for snow removal and parking lot maintenance.

    with such expenses to be determined by the City's reasonable estimate of the Tenant's proportionate share of operating costs for the current lease year (based on the Tenant's proportionate share of operating costs from the previous lease year). Within ninety (90) days after the end of any lease year occurring during the Term and within ninety (90) days after the termination of this lease, the City shall deliver to the Tenant a statement of the Tenant's proportionate share of the operating costs for such lease year, and the Tenant shall, within fifteen (15) days after receiving such statement, forthwith pay to the City the Tenant's proportionate share of the operating costs for such lease year less the payments made by the

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Tenant to the City during such lease year, or if the Tenant has overpaid the Tenant's proportionate share of the operating costs, such excess shall, at the City's discretion, be refunded to the Tenant or applied against the next installment of the Tenant's proportionate share of operating costs provided that if a lease year is less than twelve consecutive months, the Tenant's proportionate share of the operating costs for such lease year shall be proportionate.

30. The Tenant shall be fully responsible for the snow removal, ice and sand and/or salt of all pedestrian walkways and entryways to the Exclusive Use Areas in a safe manner at all times.

31. The Tenant acknowledges and agrees that the City has made no representation, warranties or guarantees of any nature or kind whatsoever as to the quality, conditions or suitability of the Demised Premises for any use or purpose, nor as to any environmental conditions which may exist.

32. The Tenant shall indemnify and save the City harmless from and against any and all claims for damages or injuries, including death that may arise from the use of the Demised Premises by the Tenant. This provision shall survive any termination or expiration of this Agreement.

33. If in the future the City determines that the Demised Premises is surplus to its needs and available for sale, the Tenant will be so advised.

34. The Tenant shall provide, on an annual basis on the anniversary of the commencement date of the lease, copies of all relevant inspections/reports/etc. (i.e. furnace inspection certificates, estimated expenditures, audit/financial statements).

35. The Tenant shall be responsible for the evacuation of all volunteers, staff and invitees during any emergency.

36. The Tenant shall not place any non-sponsorship or commercial signage or advertising without prior written

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approval of the Director.

37. All fees may be reviewed by the City at any time, and may be subject to change as directed by Council or its Delegated Authority.

38. The Tenant shall not file any caveat or other encumbrance against the Demised Premises.

39. The Tenant shall not release into the environment, or deposit, discharge, place or dispose of, at, on or near the premises and/or adjoining City land, any dangerous goods as that term is defined in *The Dangerous Goods Handling and Transportation Act*, C.C.S.M. c. D12, as amended, replaced or substituted from time to time.

40. Notwithstanding anything to the contrary contained in this Agreement, if either party hereto is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of a force majeure event, including, but not limited to: strikes; walkouts; labour troubles; industrial disturbances; inability to procure materials or services; failures, fluctuations or non-availability of electric power, heat, light, ventilation or air-conditioning; governmental laws, regulations or controls; riots; civil commotions; insurrections; sabotage; terrorism; invasion; rebellion; military or usurped power; war or warlike operations; blockades; epidemics; washouts; nuclear and radiation activity or fallout; explosions; natural disasters; acts of God; or other reason whether of a similar nature or not which is not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such term, covenant or act shall be excused for the period of the delay and the party so delayed shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay. The provisions of this section shall not operate to excuse Tenant from the payment of Rent/Fees in the amounts and at the times specified in this Agreement nor shall they apply so as to extend the period of time for the Tenant to complete tenant's work or to extend the fixturing period, if any, nor shall they entitle the Tenant

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to compensation for any inconvenience, nuisance or discomfort thereby occasioned. The parties agree that the party claiming the benefit of a force majeure event shall inform the other party in writing promptly on learning of such delay and shall, where possible, use commercially reasonable efforts to mitigate the effect of such delay.

Development and Maintenance:

41. All Tenant improvements, development, construction and maintenance of the Demised Premises will be performed at the sole cost, expense and effort of the Tenant, including, but not limited to, obtaining all permits required to develop, occupy and utilize the Demised Premises for its intended use. All improvements, development and construction are subject to the prior written approval of the Director.

Repairs:

42. St. Norbert Community Centre shall be responsible to maintain and repair the Joint Use Area.

43. All maintenance and repair costs associated with the use and operation of the Exclusive Use Areas shall be the sole responsibility of the Tenant, including, but not limited to: structural repairs to the building located on the Exclusive Use Areas including but not limited to repairs to the roof, exterior walls, and replacement of heating, plumbing and electrical systems as required.

44. The Tenant shall comply with any written notice from the City to repair the Demised Premises at the Tenant's sole cost, expense and effort within thirty (30) days of receiving such notice.

Buildings:

45. The Tenant will not erect or permit the erection of any building or structure whatsoever on the Demised Premises, nor make any excavation therein or improvement thereon, without the written authority of the Director.

46. The Tenant is advised that no permanent structures are permitted above the Public Utilities.

City's Access:

47. The City shall have the right of access to the Demised Premises upon giving twenty-four (24) hours' notice, unless under emergency conditions, in which case no

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notice shall be required by its employees or other persons acting with authorization, with or without equipment for any purpose whatsoever, including, but not limited to, those purposes related to viewing the state of repair, safety, protection, preservation or improvement of the Demised Premises, and for doing any work to maintain, operate, repair, inspect or rehabilitate its existing water mains, sewer lines and appurtenances in or near to the Demised Premises, without being responsible for any damage occasioned thereby.

48. The City reserves the right for MTS Inc. and The Manitoba Hydro-Electric Board or other public utilities (hereinafter referred to as "Public Utilities") to enter upon the Demised Premises for maintenance and/or repair of their utilities without the City and/or the Public Utilities being responsible for any damage occasioned thereby.

Assignment or Sub-let:

49. The Tenant is not to assign or sub-let or part with possession of all or any part of the Demised Premises without the Tenant first obtaining the prior written consent of the Director. In such event, the City in its sole discretion may cancel this Agreement and enter into a new Agreement;

50. And further the Tenant acknowledges and agrees that, upon its making application for such consent by the City, the Tenant shall pay to the City a non-refundable administrative fee of **Two Hundred and Fifty dollars ($250.00),** plus applicable Goods and Services Tax, or such amount as may from time to time be determined by the City in its sole discretion acting reasonably.

Termination:

51. Upon termination or cancellation of the Lease the Tenant shall remove its property from the Demised Premises and leave same in a condition satisfactory to the City. Should the Tenant default in so doing the City may remove the Tenant's property and restore the Demised Premises at the sole risk and expense of the Tenant.

52. Notwithstanding the forfeiture or termination of this

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Agreement in any manner herein provided for, the Tenant shall be and remain liable to the City for all payments due and obligations and liabilities incurred hereunder up to the date of such forfeitures or termination and for the fulfillment of all obligations on the part of the Tenant to be observed and performed upon after the said termination.

Total or Partial Destruction

53. In the event of total destruction or partial destruction of the Demised Premises and any Leasehold Improvements located thereon, as determined in accordance with the insurance section, by fire, explosion, lightning, flood, windstorm or hail or act of God, then in that event this Agreement shall terminate at the option of the City with effect from the date upon which such total destruction or partial destruction occurs. Thereupon, the Tenant shall immediately surrender the Demised Premises and all its interest therein to the City and the Tenant shall pay Rent/Fees only to the time of such total destruction or partial destruction and the City may re-enter and repossess the Demised Premises discharged of this Agreement. Upon such termination the Tenant shall remain liable to the City for all sums accrued and due to the City pursuant to the terms hereof to the date of such total destruction or partial destruction.

54. In the event of partial destruction of the Demised Premises and any Leasehold Improvements located thereon, as determined in accordance with the insurance section, by fire, explosion, lightning, flood, windstorm or hail or act of God, and if the City does not opt to terminate this Agreement in accordance with the insurance section, then in that event, the Demised Premises may be partially used for the operation as set out herein, while the repairs are being made, if safe to do so in the opinion of the City.

55. The City's Chief Financial Officer, or delegate in writing, shall, in his sole discretion determine whether the extent of damage to the Demised Premises and any Leasehold Improvements located thereon is deemed to be total destruction or partial destruction. The City shall make the determination based on inspections and advice from certified professionals, including without

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limitation, City of Winnipeg engineers and adjusters. The Tenant shall be notified, in writing, by the City as to the determination of total destruction or partial destruction and as to whether the City will be exercising the option to terminate this Agreement as set out in the termination section, within forty-five (45) days of the date that the damage occurred.

Other:

56. The Tenant shall enter into a formal agreement with the City embodying the foregoing Proposed Terms and Conditions and such other Terms and Conditions as the Director of Legal Services deems necessary and in a form satisfactory to the Director of Legal Services.

57. All terms and conditions contained herein, are subject to the approval of Council, or its delegated authority, and are not binding until such time as that approval is obtained

I/We, AVRIL M. COUTOU, **being** duly
(Please print)

Authorized to act on behalf of **St. Norbert Children's Centre Inc.,** hereby agree to enter into a lease agreement with the City of Winnipeg for the use of the property identified as **"Daycare Centre"** on the attached Misc. Plan No. 8521/3 and in accordance with the terms and conditions as outlined herein on this Offer to Lease.

Per: AVRIL M. COUTOU
Name:
Title: EXECUTIVE DIRECTOR

I am authorized to bind the Corporation

March 27/17.
**Date**

Per: Bosede Megbi
Name:

| Initials |
| --- |
| |

Title: ECE II

I am authorized to bind the Corporation

March 27, 2017
**Date**

Please provide the following tenant contact information:

Contact Person:

Daytime: Anna M. Coutou Phone No.: 204-261-4114

After Hours: " " Phone No.: 204-261-4952

E-mail Address: sncc@mymts.net

V:\Charles Osondu\4280-1-3448-3450 Pembina Hwy - St. Norbert Children's Centre Inc\Proposed Terms and Conditions.docx

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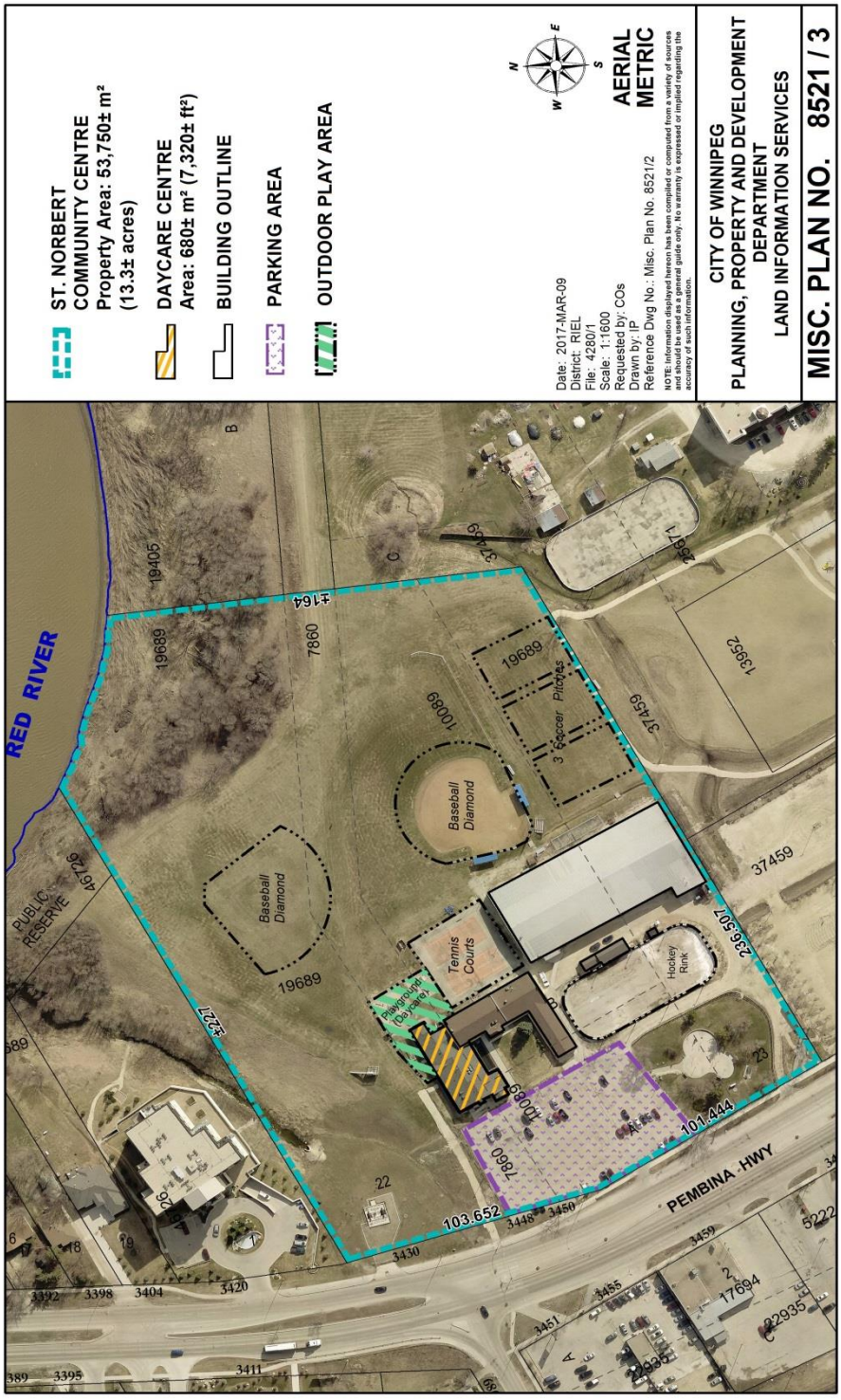
**SCHEDULE B**


ST. NORBERT
COMMUNITY CENTRE
Property Area: 53,750± m²
(13.3± acres)
DAYCARE CENTRE
Area: 680± m² (7,320± ft²)
BUILDING OUTLINE
PARKING AREA
OUTDOOR PLAY AREA
Date: 2017-MAR-09
District: RIEL
File: 4280/1
Scale: 1:1600
Requested by: COs
Drawn by: IP
Reference Dwg No.: Misc. Plan No. 8521/2
AERIAL
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT
DEPARTMENT
LAND INFORMATION SERVICES
MISC. PLAN NO. 8521 / 3
RED RIVER
PUBLIC RESERVE
Baseball Diamond
Baseball Diamond
3 Soccer Pitches
Tennis Courts
Playground (Daycare)
Hockey Rink
PEMBINA HWY
103.652
101.444
236.507
±164
±227

## SCHEDULE C

## Non-Monetary Grant Criteria Report

| Criteria | Pass | Fail | Comments |
|---|---|---|---|
| 1. The organization must provide a facility operated in its entirety by a non-profit organization for non-profit uses. | ✓ | | The applicant is a registered non-profit daycare. |
| 2. The organization must provide for activities which are compatible with City's needs. | ✓ | | The organization runs a Child Care Service which meets the needs of the community |
| 3. The organization must provide facilities for which there is a current and projected need in that location. | ✓ | | The Centre has been in existence since 1974 and currently maintains a waiting list of parents who require this service |
| 4. The organization must provide reasonable access to all Winnipeg residents without discrimination. | ✓ | | The Child Care provides care to all residents without discrimination. |
| 5. The organization must provide access without the charging of initiation fees, membership fees or other costs which are incompatible with like facilities or organizations. | ✓ | | The Daycare Center charges daily fees in accordance with the Child Care Provincial Government guidelines. Subsidy is also available to parents to supplement fees, if they qualify based on income level. |
| 6. The organizations must provide evidence of available funding and commitment to complete the project and assurance that no ongoing operating subsidies from the City will be required over the life of the development. | ✓ | | The Center receives an annual "Operating Grant" from the Province which is received quarterly and approved annually; hence, will not require any subsidy from the City |
| **General Comments:** The Property Management Branch has concluded that St. Norbert Children's Centre Inc. satisfies the 6 criteria required to receive a non-monetary grant from the City of Winnipeg. | | | |