

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

BY-LAW NO. 41/2022

Being a By-law to Authorize Execution of an Agreement between the Port Hope Racquet Club and the Municipality of Port Hope regarding Tennis Facilities at 62 McCaul Street

WHEREAS the Municipal Act, 2001, Section 9 provides in part that a Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE ENACTS AS FOLLOWS:

1. THAT the Mayor and Municipal Clerk are hereby authorized to execute on behalf of the Corporation an Agreement with the Port Hope Racquet Club and the Corporation of the Municipality of Port Hope with terms and conditions as set out in Schedule "A" attached hereto comprising part of this By-law.
2. THAT By-law 13/2017 is hereby repealed.
3. THAT this By-law shall come into full force and effect on June 1, 2022.

READ a FIRST, SECOND and THIRD time and finally passed in Open Council this 7th day of June, 2022.

Bob Sanderson, Mayor

Brian Gilmer, Clerk

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

This Agreement made in triplicate as of the 1st day of June, 2022.

BETWEEN:

PORT HOPE RACQUET CLUB

(hereinafter called the "**CLUB**")

and

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

(hereinafter called the "**MUNICIPALITY**")

WHEREAS the Municipality has agreed to permit the Club to operate the tennis facilities in the Town Agricultural Park located at 62 McCaul Street in the Municipality of Port Hope and may, on the terms to be agreed at certain designated times, use the multi-purpose area of the Town Park Recreation Centre for the purposes of conducting a badminton and tennis program; AND WHEREAS the Club has agreed to certain conditions and provisions;

NOW THEREFORE, in consideration of the obligations herein, the Municipality and the Club hereby covenant and agree to carry out all of the provisions of this Agreement, for the term of five years, from the 1st day of June 2022 to the 31st day of March 2027.

CONDITIONS AND PROVISIONS

1. The Municipality and the Club agree to the conditions of operation as set out in Schedule "A" attached.
2. The terms of this Agreement will be reviewed annually by representatives of the Parties. If either party feels amendments are required, they will advise the other, but to be effective both parties must agree to the changes in writing. If changes cannot be resolved by the parties, then either party may terminate this Agreement on 12 months' written notice.
3. If the Club ceases to exist or fails to fulfill its obligations under this Agreement, the Municipality, at its option, may terminate the lease without notice. For the purposes of this Agreement a Club will constitute a minimum of 30 members.
4. The Club will not complete any capital construction, other than what is specified in Schedule "A", except with the Agreement of the Municipality.
5. The President of the Club and the Director of Parks, Recreation and Culture shall be the contacts for each party respectively. Each party will submit, on an annual basis, the name and address of their representative.

IN WITNESS WHEREOF the Parties have duly executed this Agreement under seal.

Port Hope Racquet Club

**The Corporation of the
Municipality of Port Hope**

President

Bob Sanderson, Mayor

Secretary

Brian Gilmer, Clerk

SCHEDULE "A"

TO AGREEMENT WITH PORT HOPE RACQUET CLUB

PROPOSED CONDITIONS OF OPERATION

1. ORGANIZATION

The Club is a Non-Profit corporation without share capital with a constitution similar to other organizations of its type. The Club will be operated through a Board of Directors elected annually by the voting members. The officers currently consist of a President, Secretary, Treasurer, Membership Director//Junior Development Director, Communications Director, Social Convenor, Court Manager, Tournament Director and League Play Co-ordinator. The Director of Parks, Recreation and Culture or their designate will be an ex officio member of the Executive Committee for the purpose of maintaining direct liaison with the Club.

2. MEMBERSHIP

Membership of the Club shall be open to all citizens of Port Hope and surrounding communities. Membership is subject to paying the appropriate fees as set by the Executive and abiding by the Club rules.

3. HOURS OF PLAY – TENNIS COURTS

Court time reserved for members is as follows:

Monday to Friday	4:00 p.m. to 11:00 p.m.
Thursday (or another mutually convenient morning)	9:00 a.m. to 12:00 noon
Saturday	8:00 a.m. to 11:00 p.m.
Sunday	10:00 a.m. to 6:00 p.m.

Non-members may play at all other times unless either the Club or the Municipality has booked the courts for special events, clinics, tournaments, etc. Non-members may play during Club times if the courts are available. If a member arrives during Club time a non-member must allow the member access.

4. HOURS OF PLAY – BADMINTON

In that the Club has established a viable badminton program, the Club, on behalf of the membership, will be given priority consideration for gymnasium use, especially as it pertains to new group requests or existing group requests for altering of their schedules. The Municipality reserves the right to assign times on terms to be settled by the parties and based on policies established by the Municipality.

6. PICKLEBALL

In that the Municipality continues to experience high demand for pickleball court use, pickleball lines will be added to one tennis court. Pickleball play on the public court will be available outside of designated Racquet Club times.

5. CLUB PROGRAMMES

The Club will organize activities that will include in-house tournaments, round robins, competitive events, provide the availability of lessons for all members, provide a separate programme for juniors, organize social events, and other events that are deemed appropriate to the operation of the Club.

Junior programmes may operate outside the Club's reserved hours.

6. THE CLUB'S OBLIGATIONS TO THE MUNICIPALITY

The Club agrees to provide the following to the Municipality:

- An annual sum of money in each year of operation of the Club, as a contribution to the capital cost of the facility. This money will be calculated on the basis of ½ of all tennis membership revenues for each operating year (after deduction of any liability insurance purchased by the Club).
- The Club hereby covenants and agrees to provide and maintain Comprehensive General Liability Insurance in the minimum amount of Five Million Dollars (\$5,000,000.00) with respect to its use of the Premises during the full term of this Agreement and any extension thereof, naming the Municipality as an additional insured, and will provide a Certificate evidencing same prior to the execution of this Agreement and as thereafter required by the Municipality. Without limiting the generality of the foregoing, such public liability insurance shall contain provisions for cross-liability, severability of interest and no cancellation or alterations without the prior consent of the Municipality. The parties further agree that the Municipality may require a higher policy limit in the subsequent years of this Agreement, in which case the Municipality shall advise the Club, in writing, of the additional requirement on or before April 1st of each year during the term of this Agreement.
- An annual sum of \$1,000, to be used for repairs and operation of the courts.
- An annual financial statement and a membership list.
- A copy of the minutes of the annual General Meeting of the Club.

In addition, the Club agrees to:

- Establish a plan to provide a junior programme, including tennis instruction.
- Provide and continue to maintain all back screens, squeegees, brooms, benches, etc. for use at the courts.
- Manage the courts during Club hours to promote the game and encourage good sportsmanship.
- Review and put forward recommendations for site improvements for approval by staff or Council as required.

7. USE OF COURT SPACE – TENNIS

Courts shall be used exclusively for tennis and pickleball. They shall not be used for skateboarding, scooters, inline skates, hockey, or any other non-tennis activity. Approved soft-soled shoes only shall be worn while on the courts. These rules are in force to protect the integrity of the court surface.

The Club and the Municipality will use reasonable efforts to ensure that the courts are used in the foregoing manner, but neither party shall have any liability to the other should third parties fail to comply with this section 7.

8. THE MUNICIPALITY WILL PROVIDE AND ASSIST THE CLUB WITH THE FOLLOWING:

- Provide support with administrative duties such as paying utility costs, invoices associated with upkeep and maintenance.
- Provide maintenance support in major areas of operation such as light replacement, fence repair, replacing nets, posts, etc.
- Support, when possible, any agreed upon capital projects related to the tennis facility.
- Provide, as requested, any assistance possible with developing new programs especially those related to children and youth.
- Provide, as required, safe seasonal storage of nets, balls and similar equipment in the vicinity of the tennis facility.
- Permit the members of the Club access to and reasonable use of the Town Park Recreation Centre as per policies of the Municipality (e.g. washroom facilities free access, program areas at predetermined costs).

9. GOVERNING LAW

This Agreement is governed by and to be construed in accordance with the laws of the Province of Ontario.

10. SUCCESSORS

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors, but it is not assignable.

11. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not be used in construing the provisions of this Agreement.