



"Accepting the Challenge"

## Facilities/Transportation Committee Minutes

Tuesday, July 5, 2011 – 11:00 a.m.  
Board Room, Administration Office

Present: D. Karnes, Chairperson, J. Murray, P. Bowslaugh, M. Clark,  
G. Barnes, G. Malazdrewicz

Regrets: G. Kruck

### 1. CALL TO ORDER:

The Facilities/Transportation Committee Meeting was called to order at 11:00 a.m. by the Chairperson, Trustee Karnes.

### 2. APPROVAL OF AGENDA

The following items were to be added to the agenda:

- Review and discussion of the proposed lease for the Neelin High School Off-Campus site.
- Information update regarding the Crocus Plains Regional Secondary School project and renovations to St. Augustine School.

The Facilities/Transportation Committee Agenda was approved as amended.

### 3. COMMITTEE GOVERNANCE GOAL ITEMS

NIL

### 4. OTHER COMMITTEE GOVERNANCE MATTERS

#### a) Five-Year Capital Plan

Secretary-Treasurer, Mr. Barnes, reviewed the five year capital plan with the Committee. It was noted the Division was requesting renovation of the existing gym into two classrooms at George Fitton School, together with staff washrooms; a new gymnasium with multi-purpose room and renovations to existing gym for library, multi-purpose room, and staff washrooms for Green Acres School; three classroom and staff washroom addition for Betty Gibson School; as well as upgrading of five science labs for Vincent Massey High School, under the Science Education Action Plan, for 2012-2013. Mr. Barnes confirmed that the Division has received nothing formal from the Government regarding the gyms at George Fitton School and Green Acres School, or the science labs at Neelin High School and Crocus Plains Regional Secondary School; only what has been announced in various media releases. Director of Facilities & Transportation, Mr. Clark, reported on a conversation he had with Mr. Lesage of the Public Schools Finance Board (PSFB) regarding these items. He noted the changes required by the PSFB regarding a Request for Proposal (RFP) prior to the selection of an architect. The Committee also reviewed the Division's requests and priorities with respect to roofing renovations; access requests; and mechanical requests. Discussions were held regarding the effect the new project guidelines will have on project timelines; the inclusion of day care facilities in all school renovations; repair of the chairlift at O'Kelly School; the future need for a new school in the south end of Brandon; the Division's land holdings; the need for the Government to financially address infrastructure issues in all school divisions; the need to look at the possibility of portable classrooms in the spring of 2012. The Committee agreed to recommend for submission the Five Year Capital Plan Update 2012-2017. (Appendix "A").

#### Recommendation:

That the Five Year Capital Plan Update 2012 – 2017 be approved for submission to The Public Schools Finance Board.

**b) Neelin High School Off-Campus Lease**

Mr. Barnes, Secretary-Treasurer, circulated a proposed 3 year agreement to lease both the main floor and second floor of 118 – 10<sup>th</sup> Street as the Neelin High School Off-Campus Site. It was noted the Lessor would not charge rent for the second floor until such time as the Division chose to occupy the space. Discussions were held regarding the cost to rent the property and the renovations which had already been provided when the Division previously rented the second floor. The Committee agreed to recommend the approval of the proposed agreement. (Appendix "B").

**Recommendation:**

That the lease agreement between Brandon School Division and Kelly Morris to rent the property commonly known as 118 – 10<sup>th</sup> Street for the period July 1, 2011 to June 30, 2014 for operation of the Alternative High School Program be approved subject to the approval of the Public Schools Finance Board; and the Chairperson and Secretary-Treasurer are hereby authorized to affix their signatures and the seal of the Division thereto.

**5. OPERATIONS INFORMATION**

- Secretary-Treasurer, Mr. Barnes, provided an update on the Crocus Plains Regional Secondary School project noting that three mechanical engineer names needed to be submitted to the PSFB.
- Mr. Barnes also noted that the St. Augustine Catholic School Board/St. Augustine Catholic Church owned the St. Augustine School building; therefore the Division was not responsible for the renovations to the school. The need to renovate the school to include more staff washrooms had been as a result of issues raised at the Workplace Safety and Health Committee and therefore Mr. Barnes would be addressing the matter further with the Catholic School Board.

**6. NEXT REGULAR MEETING: 10:30 a.m., Thursday, August 18, 2011, Board Room.**

The meeting adjourned at 12:05 p.m.

Respectfully submitted,

\_\_\_\_\_  
D. Karnes, Chair

\_\_\_\_\_  
G. Kruck

\_\_\_\_\_  
J. Murray

\_\_\_\_\_  
P. Bowslaugh (Alternate)

**THE PUBLIC SCHOOLS FINANCE BOARD**  
**FIVE-YEAR CAPITAL PLAN UPDATE**  
**(2012-2013 ONLY)**  
**SUMMARY OF CAPITAL REQUESTS**

**Appendix A**

**(DO NOT INCLUDE ACCESS, ROOFING, STRUCTURAL AND SYSTEMS REQUESTS IN THIS SUMMARY)**

**SUBMIT IN DUPLICATE BY AUGUST 1, 2011**

SCHOOL DIVISION/ DISTRICT	SCHOOL	PROJECT REQUESTS FOR 2012-2013 ONLY	CAPITAL SUPPORT PROGRAM		
			YEAR OF APPROVAL REQUESTED	SECTION A & B ONLY	DIVISION'S/DISTRICT'S PRIORITIES
Brandon	George Fitton	Renovation of existing gym into two classrooms, staff washrooms.	2012-13	B	1
Brandon	Green Acres	New gymnasium with multi-purpose room and renovations to existing gym for library, multi-purpose room, and staff washrooms.	2012-13	A & B	2
Brandon	Betty Gibson	Three classrooms and staff washroom addition.	2012-13	A	3
Brandon	Vincent Massey	Science Education Action Plan, upgrading 5 labs	2012-13	B	1 a

Approved by:  
 Secretary-Treasurer:

\_\_\_\_\_  
 Signature

Approved by  
 Superintendent:

\_\_\_\_\_  
 Signature

Date:

\_\_\_\_\_

**THE PUBLIC SCHOOLS FINANCE BOARD**  
**FIVE-YEAR CAPITAL PLAN UPDATE**  
**(2012-2013 to 2016-2017)**  
**SUMMARY OF CAPITAL REQUESTS**

**(DO NOT INCLUDE ACCESS, ROOFING, STRUCTURAL AND SYSTEMS REQUESTS IN THIS SUMMARY)**

**SUBMIT IN DUPLICATE BY AUGUST 1, 2011**

SCHOOL DIVISION/ DISTRICT	SCHOOL	PROJECT REQUESTS FOR 5 YEARS IN CHRONOLOGICAL ORDER	CAPITAL SUPPORT PROGRAM		
			YEAR OF APPROVAL REQUESTED	SECTION A & B ONLY	DIVISION'S/DISTRICT'S PRIORITIES
Brandon	George Fitton	Gym renovations for classrooms	2012-13	B	1
Brandon	Green Acres	New gym and renovations	2012-13	A & B	2
Brandon	Betty Gibson	Three classrooms & staff washroom addition	2012-13	A	3
Brandon	Valleyview	New gym and renovations	2013-14	A & B	4
Brandon	Waverly Park	Two classroom addition	2013-14	A	5
Brandon	Riverview	New gym and renovations	2013-14	A & B	6
Brandon	Vincent Massey High School	Student multi-purpose area	2014-15	B	7
Brandon	Crocus Plains RSS	Welding & electronics shop addition	2014-15	A	8
Brandon	South Brandon	New school	2015-16	A	9
Brandon	Neelin High School	Performing Arts Facility/Student multi-purpose area	2016-17	A & B	10
Brandon	Vincent Massey High School	Science Education Action Plan	2012-13	B	1 a

Approved by:

Secretary-Treasurer: \_\_\_\_\_

Signature

Approved by

Superintendent: \_\_\_\_\_

Signature

Date: \_\_\_\_\_

# THE PUBLIC SCHOOLS FINANCE BOARD

## 2012-2013 to 2016-2017 CAPITAL REQUESTS

### ROOFS

THIS FORM IS TO BE SUBMITTED IN DUPLICATE  
BY AUGUST 1, 2011

SUBMIT ALL ROOFS YOU ANTICIPATE REPLACING  
IN THE NEXT FIVE BUDGET YEARS  
2012-2013 TO 2016-2017

If you need more space, please make additional copies of this page.

Use more than one line per school if required.

If you are using more than one page, this is page \_\_\_\_ of \_\_\_\_.

SUBMIT ROOF INSPECTION LOG and RECORD OF REPAIR EXPENSES  
for each roof to be considered for replacement in summer 2012.

SCHOOL DIVISION/DISTRICT:

Brandon School Division

School	Size of Area Requested (sq. metres)	Total Area of School Roof (sq. metres)	Age (e.g. 1963)	Type (BUR, Shingle, etc.)	Problem (e.g. leaks, splits, edges, ridges, worn, blisters, etc.)	Year to Replace (e.g. 2012, 2013, etc.) IN ORDER OF PRIORITY for each year
Betty Gibson	Area A (921) Area E (829)	2824	1974	BUR	Splits, leaks, blisters, felt deterioration	2012
Harrison	Area M1 (276) Area A1 (230) Area L1 (207)	3690	1979	BUR	Splits, leaks, blisters	2012
Riverview	Area D2 (218)	2429	1965	BUR	Splits, leaks, blisters	2012
Please see the attached list for the remainder of the 5 Year Plan.						

If possible, please submit a small roof plan of each school indicating the area of concern.

SUBMIT ROOF INSPECTION LOG and RECORD OF REPAIR EXPENSES  
for each roof to be considered for replacement in summer 2012.

DATE: July 4, 2011

**SYSTEMS REPLACEMENT PROJECTS**  
**2012-2013 to 2016-2017**

**SUMMARY SHEET – 2012**

**THIS FORM TO BE SUBMITTED IN DUPLICATE  
BY AUGUST 1, 2011**

- 1) List all systems replacement projects in order of priorities.

SCHOOL DIVISION/DISTRICT: Brandon School Division

PRIORITY	SCHOOL	PROJECT TITLE	NEW REQUEST (YES OR NO)
1	New Era	Steam to hot water conversion	Yes
2	Vincent Massey	Steam to hot water conversion	Yes
3	Harrison	Steam to hot water conversion	Yes
4	Plus requests from previous years.		
5			
6			
7			
8			
9			
10			

**Note: Submit justification and equipment data sheets for all new requests.**  
**Requests submitted in previous years do not have to be re-submitted.**

**Maintenance Supervisor:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Superintendent Approval:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**THE PUBLIC SCHOOLS FINANCE BOARD  
2012-2013 to 2016-2017 CAPITAL REQUESTS**

**STRUCTURAL**

**THIS FORM IS TO BE SUBMITTED IN DUPLICATE  
BY AUGUST 1, 2011**

**SUBMIT ALL STRUCTURAL PROJECTS YOU ANTICIPATE  
IN THE NEXT FIVE BUDGET YEARS  
2012-2013 TO 2016-2017**

If you need more space, please make additional copies of this page.

Use more than one line per school if required.

If you are using more than one page, this is page \_\_\_\_ of \_\_\_\_.

**SCHOOL DIVISION/DISTRICT:**

Brandon School Division

School	Nature of Problem (i.e. cracks, damages, settlement, deterioration, masonry wall failure, etc.)	Priority Code: RED, YELLOW, ORANGE	Project Year (e.g. 2012, 2013) IN PRIORITY ORDER	Age(s) of Buildings) (e.g. 1963)
Vincent Massey High School	Gym wall masonry and vapour barrier replacement. Background information previously forwarded.	Yellow	2013	1968

**PRIORITY CODE: (record in column four above):**

**RED**      0-1 year timeline:      Projects where an imminent risk exists affecting life safety or causing aggressive building deterioration or where there is an unconfirmed potential risk.

**YELLOW**      2-3 year timeline:      Projects that require remediation however can be deferred in the short term without compromising life safety or causing aggressive building deterioration

**ORANGE**      4-6 year timeline:      Projects that require remediation however can be deferred 4-6 years without compromising life safety or causing aggressive building deterioration

**PLEASE SUBMIT any additional background information you consider relevant, such as photographs, small plan(s) showing location(s), history or the problems, architectural or engineering inspections or reports not funded by PSFB or previously submitted to PSFB.**



**THE PUBLIC SCHOOLS FINANCE BOARD (PSFB)**

**VACANT LAND HOLDINGS/ACQUISITION ANNUAL REPORT**

<b>NAME OF SCHOOL DIVISION:</b>	Brandon School Division
<b>DATE SUBMITTED TO PSFB:</b>	July ____, 2011
<b>INFORMATION CONFIRMED BY: SUPERINTENDENT OR SECRETARY-TREASURER</b>	G. F. Barnes, Secretary-Treasurer

**INFORMATION**

<b>LEGAL DESCRIPTION OF VACANT LAND HOLDING(S):  (EXCLUDING ACTIVE PUBLIC SCHOOLS PROPERTY, BUS, MAINTENANCE AND ADMINISTRATIVE BUILDINGS)</b>	<b>SIZE OF PROPERTY</b>	<b>DATE OF ACQUISITION OF PROPERTY</b>	<b>PURPOSE OF ACQUISITION OF THIS PROPERTY</b>	<b>CURRENT USE OF THIS PROPERTY:</b>	<b>COST OF PROPERTY</b>	<b>NAME OF VENDOR</b>	<b>ANNUAL REVENUE GENERATED FROM PROPERTY (IF APPLICABLE)</b>	<b>OTHER</b>
Lots 1 - 50, Block 3, Plan 300 Lots 1 - 50, Block 4, Plan 300 Lots 1 - 50, Block 5, Plan 300	14-15 Acres	1980 & 1998	Future school site	Vacant	\$4,000 for purchase of 5 lots, balance by land development dedication (\$3)	Crang Estate and Land Developer Dedication	NIL	
Lot 3, Block 1, Plan 34717	10 Acres	1998	Future school site	Vacant	Land Development Dedication	City of Brandon	NIL	
Lot 11 & north 1/2 of 12, Block 4, Plan 2	9,000 sq. ft.	Unknown	Unknown	Staff parking lot	N/A	N/A	NIL	
Lot 1 & 2, Block 31, Plan 2	12,000 sq. ft.	1963 or earlier	Unknown	Vacant	N/A	N/A	NIL	
Lot 27 - 32, Block 28, Plan 16	18,000 sq. ft.	Unknown	Unknown	Vacant	N/A	N/A	NIL	

**PLEASE SUBMIT IN DUPLICATE BY AUGUST 1, 2011 TO PSFB  
402 - 258 Portage Avenue, Winnipeg, MB R3C 0B6**



**THE PUBLIC SCHOOLS FINANCE BOARD**  
**FIVE-YEAR CAPITAL PLAN UPDATE**  
**2012-13 to 2016-17**

**EARLY LEARNING AND CHILD CARE IN SCHOOLS**

**SUBMIT IN DUPLICATE BY AUGUST 1, 2011**

SCHOOL DIVISION	SCHOOL	CHILD CARE ESTABLISHMENT OR EXPANSION OPPORTUNITIES	CHILD CARE ORGANIZATION/ CURRENT OR POTENTIAL PARTNER	ESTIMATE OF SPACE AVAILABLE OR REQUIRED
Brandon	George Fitton	Child care establishment	Not identified	2,500 sq.ft.
Brandon	Valleyview	Child care establishment	Not identified	2,500 sq.ft.
Brandon	Riverview	Child care establishment	Not identified	2,500 sq.ft.
(to be undertaken with gym additions)				
Brandon	South Brandon	Child care establishment	Not identified	2,500 sq.ft.

Approved by:  
 Secretary-Treasurer:

\_\_\_\_\_  
 Signature

Approved by  
 Superintendent:

\_\_\_\_\_  
 Signature

Date:

\_\_\_\_\_

**THE PUBLIC SCHOOLS FINANCE BOARD**  
**FIVE-YEAR CAPITAL PLAN UPDATE**  
**2012-13 to 2016-17**

**DIVISION-FUNDED CAPITAL B OR C PROJECTS**

**SUBMIT IN DUPLICATE BY AUGUST 1, 2011**

SCHOOL DIVISION	SCHOOL	DIVISION-FUNDED CAPITAL B OR C PROJECTS	FISCAL YEAR COMPLETED OR PLANNED	ESTIMATE OF CAPITAL COST
Brandon	J. R. Reid	Staff washroom installation	2011-12	\$2,850
Brandon	Linden Lanes	Staff washroom installation	2011-12	\$12,200
Brandon	Meadows	Staff washroom installation	2011-12	\$11,000
Brandon	St. Augustine	Staff washroom installation	2011-12	\$7,700
Brandon	Linden Lanes	Window replacement	2011-12	\$15,500
Brandon	Linden Lanes	Entrance replacement	2011-12	\$10,300

Approved by:  
 Secretary-Treasurer:

\_\_\_\_\_  
 Signature

Approved by  
 Superintendent:

\_\_\_\_\_  
 Signature

Date:

\_\_\_\_\_

## Appendix B

THIS INDENTURE made in duplicate this       day of       ,2011,

In pursuance of the Act respecting Short Forms of Indentures:

BETWEEN

**KELLY MORRIS,**

(hereinafter called the "Lessor")  
of the FIRST PART

-and-

**BRANDON SCHOOL DIVISION,**

(hereinafter called the "Lessee")  
of the SECOND PART

### OFFICE LEASE

Witneseth that in consideration of the rents, covenants and agreements hereinafter reserved and contained by the Lessee to be respectively paid, observed and performed, the Lessor DOTH DEMISE and LEASE unto the Lessee all that messuage and tenement situate, lying and being in the city of Brandon in Manitoba, forming part of the office building known as **118 – 10<sup>th</sup> Street, Brandon, Manitoba** and compromising **3,000 sq. ft. of the main floor** (excluding external walls) and **3,000 sq. ft. of the second floor** (excluding external walls).

TO HAVE AND TO HOLD the said demised premises unto the Lessee for and during the term of **three (3) years** commencing on the **1<sup>st</sup> day of July, 2011** and from henceforth next ensuing and fully to be completed and ended on the **30<sup>th</sup> day of June, 2014** yielding and paying therefor monthly in every month during the said term hereby granted unto the Lessor as rent, the sum of **\$1500 plus GST, for the main floor and \$1200 plus GST, for the second floor**, payable monthly, beginning with the first day thereof in advance, on the 1<sup>st</sup> day of each month of said term to the Lessor. Second floor rent payment will begin once second floor occupancy has begun.

1. IT IS UNDERSTOOD that wherever in the covenants contained in this lease there shall be inconsistency with statutory covenants, the covenants contained herein shall govern.

2. THE LESSEE, hereby covenants with the Lessor as follows:

- (1) To Pay rent.
- (2) To pay 100% of the cost of all utilities consumed in the building.
- (3) AND to keep the sidewalks free of ice and snow.
- (4) AND to keep the security alarm system for the portion of the premises it occupies in working order.

- (5) AND to repair, PROVIDED that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted to be destroyed or damaged by fire, lightning or tempest so as to render the same unfit for the purposes of the Lessee, then and so often as the same shall happen the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injury sustained, and all remedies for recovering the same, shall be suspended and abated until the said premises have been rebuilt or made fit for the purposes of the Lessee, provided, however, that in the event of partial or total destruction of the premises from the aforesaid causes the Lessor may terminate the term hereby granted by mailing a notice to the effect addressed to the Lessee at **1031- 6<sup>th</sup> Street, Brandon, Manitoba**, postage prepaid; whereupon the rent shall be payable up to the time of such destruction and this lease shall thereupon be thereby cancelled and at an end; in no event shall the Lessee have the right to repair or rebuild the said demised premises, in the event of such destruction or consent of the Lessor.

AND that the Lessor may enter and view the state of repair.

- (6) AND that the Lessee will leave the premises in good repair.
- (7) AND that the Lessee will not assign or sublet without leave.
- (8) AND that the Lessee will not carry on in the said premises any business or occupation that shall be deemed a nuisance or which may be offensive or annoying to the Lessor or to any other tenant, or by which the insurance rates on said building shall be increased or injuriously affected, or that will conflict with the laws relating to fire or with any regulations of the fire department and/ or the Canadian Fire Underwriters' Association, or conflict with any of the by-laws and regulations of the municipal government having authority or with any government statute, and that the Lessee will occupy the same for educational instructional purposes and associated activities.
- (9) AND that the Lessee will not move, take out or otherwise interfere with the heating radiators in said premises.
- (10) AND that the Lessee will give the Lessor immediate written notice of any accident or defect in water pipes, gas pipes, heating apparatus, telephone, electric light and wiring.
- (11) AND that no fixtures, goods or chattels of any kind will, except in the ordinary course of business, be removed from the demised premises during the term hereby granted or at any time thereafter without the written consent of the Lessor being first had and obtained until all rent due or to become due under this lease shall have been fully paid, or the payment thereof secured to the satisfaction of the Lessor.
- (12) AND that the Lessee and his employees, servants and agents will comply with and conform to all reasonable rules and regulations that the Lessor may make and communicate to the Lessee for the safety, care and cleanliness of the building, or the safety, general welfare, comfort and convenience of his tenants, and the preservation of good order in the building; it being expressly understood and agreed that in case of a violation of these rules and regulations, or any of them, by the Lessee or his employees, servants or agents, the Lessor may forthwith terminate this lease and declare same at an

end, and enter upon the premises without any notice or demand and without prejudice to his rights to recover the rental to the date when the same is thus cancelled, and the damages resultant from such violation.

- (13) AND that the Lessee will not permit the washrooms, sinks and waste pipes provided for the use of the tenants in the said building to become stopped up by grease, paper, dirt or refuse of any kind, so far as use of the same by himself and his employees is concerned, and that in the event of such stoppage or damage to plumbing attributable to such usage, the Lessor may have the necessary repairs made and may add the cost thereof to the rent next accruing due and may distrain for and collect the same in the same manner as for rent hereby reserved.
- (14) AND that the Lessee will not in any way alter the partitions, doors, divisions, or fixtures or wiring in the demised premises and will not erect or place any fixtures therein or make any fresh divisions or telegraphic or telephonic connections, or otherwise alter the said premises without first obtaining the consent of the Lessor in writing, the Lessor directing the electricians as to where and how the wires will be permitted.
- (15) AND that the Lessor, his agents or employees shall at all times during the currency of the lease or any renewal thereof have access to the demised premises for the purpose of making repairs or alterations in any of the water, electrical, gas, sprinkler, plumbing, heating, or other services in the building.
- (16) AND that the Lessee will not allow any refuse, garbage or other loose or objectionable material to accumulate in or about the demised premises, or the halls and passageways of said building. And that he will at all times keep the said premises in a clean and wholesome condition; and that the Lessee will not permit any part of the plumbing, sinks and waste pipes in the demised premises to become stopped up or damaged from any cause whatever. In the event of such stoppage or damage to plumbing the Lessee will remedy such stoppage and repair and make good the damage forthwith, and in case of failure to do so immediately, the Lessor shall have the right to have the work done and to add the cost thereof to the rent next accruing due and to distrain for and collect the same as and for increased rent, or to take any other means necessary for the enforcement of the requirements of this clause or the recovery of said cost.
- (17) AND that the Lessee shall not place signs or lettering on or in the aforesaid building without the prior consent of the Lessor, except for flat lettering on the windows and doors of the offices occupied by the Lessee.
- (18) AND that if the Lessee shall abandon the said premises or leave them vacant for a period of seven days without the consent of the Lessor, excluding normal school breaks, such as Christmas break, Spring break and summer vacation, the same may be re-let by the Lessor for such rent and on such terms as the Lessor may see fit, and if a sufficient sum shall not be thus realized after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, the Lessee agrees to satisfy and pay all deficiency, and these covenants are express conditions of this demise.

**3. THE PARTIES HERETO COVENANT AND AGREE each with the other as follows:**

- (1) THAT if default is made in payment of the rent hereby reserved, or if the term hereby granted or any of the goods or chattels on said premises shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or shall be seized or distrained for taxes, or under a bill or sale or chattel mortgage, or if the Lessee shall make any assignment for the benefit of creditors or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or shall not observe, perform and keep all and every of the covenants, provisions, stipulations and conditions herein contained for a period of thirty (30) days after having received

notice to comply with the lease, or if at any time during the tenancy hereby created, the said Lessee, or any other person, shall remove or attempt to remove any goods or chattels from off the said demised premises without the consent in writing of the said Lessor first had and obtained or in case said premises shall be used for any other purpose than as herein provided without the written consent of the Lessor, then the current's month rent together with rent for the three months then next ensuing shall immediately become due and payable and this lease shall at the option of the Lessor cease and be void, and the term hereby granted expire and be at an end, anything herein contained to the contrary notwithstanding; and the Lessor shall have the right to re-enter and re-lease said premises if he so desires, and the Lessor shall have the right to distrain for such rent; and the payment of such rent shall not give the Lessee the right to continued occupancy of the premises.

- (2) AND that if, at the expiration of the said term or any renewal therefor, the Lessee shall remain in occupation of the said demised premises such occupation shall not, in the absence of further and other agreement in writing between the parties hereto, or by the acceptance or non-acceptance of rent by the Lessor, constitute the lessee other than a tenant from month to month, terminable by said tenant on thirty days' notice, provided however, that the Lessor may on his part terminate said occupation at any time on thirty days' notice in writing; and upon such notice the Lessee shall forthwith deliver up possession of the premises to the Lessor in accordance therewith, and shall pay for the said time he is in occupation rent at the rate previously stated, or such rent as may have been stipulated by the Lessor prior to the expiration of the term hereby demised, or any renewal thereof; on demand, such rent shall immediately become due and payable, and the said lessor shall have the right to distrain for the same.
- (3) AND that the Lessor reserves to himself the right at any time during the term of this lease to enter the demised premises and place in and through the same pipes or equipment for heat, water, gas, compressed air, electricity, or for any other purpose, and to maintain same and repair such therein and the Lessee covenants with the Lessor that the Lessor shall have such right at any time with such action not to unduly affect the daily operations of the Lessee.
- (4) AND that whensoever the Lessor shall be entitled to re-enter on and re-take possession of the said demised premises he may do so.
- (5) AND the servants of the Lessee shall have the use, in common with other tenants of the said building, of the halls and other public passages.
- (6) AND that the Lessor shall have the right to place upon the said premises at any time within two months from the termination of the said lease, a notice that the said premises are to let, and the Lessee shall not remove such notice or permit the same to be removed. Provided further that during the last month of the term hereby created any stranger or strangers may inspect the said premises and all parts thereof on producing a written order to that effect signed by the Lessor or his agent.
- (7) AND the Lessor will at times as may be reasonably required during the said term keep the demised premises properly and sufficiently heated for the comfortable occupation thereof by the Lessee; provided, however, and it is hereby agreed that in case the heating apparatus and the pipes connected therewith is or are injured or destroyed by frost, accident, oversight or negligence or unskillfulness of servants of the Lessor, or any other person or persons, or from any other cause whatsoever (wear and tear included) the Lessor will repair or replace the same with reasonable despatch, having reference to the season in which such injury happens, other than where such damage is caused by the Lessee or his servants or agents as is hereby provided; but the Lessor will

not be responsible for any inconvenience or loss or damage in respect thereto sustained by the Lessee or any other person nor will the Lessor be responsible for any inconvenience, loss or damage sustained by the Lessee or any other person in the event of failure of the supply of water or electric current or gas for the use of the building or of the premises hereby demised, or by reason of the wiring or apparatus in the building becoming out of order, nor for any inconvenience, loss or damage sustained by the Lessee or any other person in the event of any injury to, or destruction of, or failure to work of any of the water, drainage or waste pipes in the building, nor for any inconvenience, loss or damage caused by water from the roof of the building of which the premises are a part, or caused by any act, matter or thing done or suffered to be done by any other tenant of the building or any servant, employee, agent, client, or customer of his.

- (8) AND that in the covenants to repair herein set forth is included any and all damage caused by unskillfulness of the Lessee or his servants to any part of the premises demised, or any part of the building in which such demised premises are situate.
- (9) AND that no motor or machinery of any nature shall be installed in the premises by the Lessee other than normal and usual office equipment and educational instructional equipment.
- (10) AND that the Lessor retains the right to prescribe the weight and position of exceptionally heavy articles, and that all damage done to the building by taking in and out of such articles shall be repaired by the Lessor and the cost charged to the Lessee, and the Lessee hereby covenants to pay the said costs of same.
- (11) AND that any notice herein provided or permitted to be given by either party to the other shall be deemed to have been effectively given if mailed by registered post, postage prepaid, addressed to such other party respectfully as follow:

**KELLY MORRIS**  
**702-1661 Portage Ave**  
**Winnipeg MB R3J 3T7**

And

**BRANDON SCHOOL DIVISION**  
**1031 6<sup>th</sup> Street**  
**Brandon MB R7A 4K5**

Any such notice mailed as aforesaid shall be conclusively deemed to have been given on the day on which the same is mailed.

- (12) AND that, notwithstanding anything hereinbefore contained, the Lessor's right or re- entry hereunder for non-payment of rent or non-performance of covenants shall become exercisable immediately upon such default being made.
- (13) AND that removal of existing current fixtures on the premises as of the date of this lease will be completed by the Lessor.

(14) AND the cosmetic leasehold improvements may be undertaken at the discretion and cost of the Lessee.

(15) AND the lessor reserves the right to renegotiate the terms of the lease, for the 2<sup>nd</sup> floor only, at any point during the lease.

4. PROVISIO for re-entry by the Lessor on non-payment of rent whether lawfully demanded or not or breach or non-performance of covenant or seizure or forfeiture of the said term for any of the causes herein mentioned.

5. THE said Lessor covenants with the Lessee for quiet enjoyment.

6. IT IS FUTHER AGREED that the covenants and agreements herein contained shall be binding upon and endure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns, that the term "Lessor" when applicable includes the agent of the Lessor, and that wherever the singular or masculine are used throughout this Lease the same shall be constructed as meaning the plural or the feminine or neuter where the context or the parties hereto so require.

IN WITNESS WHEREOF the Lessor has signed and Lessee has caused their corporate seal to be hereunto affixed attested by the hands of their proper officers in that behalf, the day and year first above written.

**KELLY MORRIS**

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**BRANDON SCHOOL DIVISION**

PER: \_\_\_\_\_

President

PER: \_\_\_\_\_

Secretary