

Cosmo Senior Citizens' Centre

235 – 3rd Ave. N.E., Moose Jaw, Sk. S6H 1C9

Phone: (306)692-6072

Email: cosmo@sasktel.net



City of Moose Jaw
Parks & Recreation Department
228 Main St., N.
Moose Jaw, SK
S6H 3J8

November 18, 2019

RE: Special City Council Meeting – 2020 Budget Request Presentation

As our centre is facing growing financial difficulties we are requesting financial assistance from the City of Moose Jaw to aid in our providing the facilities and appropriate programs for the Senior Citizens of Moose Jaw and the surrounding districts. The aim of our activities is to provide our Seniors with the opportunity to enhance their well being with social, cultural and physical pursuits such as Cards(Canasta, Bridge, Whist & Cribbage), Floor Shuffleboard, Pool, a Monthly Social Dance and a weekly Jam Session which brings out Moose Jaw's best jammers, at times there are 15 jammers on the stage with participants dancing up a storm! Also we host 4 BBQ's a year, a Fowl & Christmas Supper, New Year's Eve celebration and a Craft and Trade show coordinated by one of our members who is 101 years old. She does this twice a year and sells out every event renting out 70 individual tables. All the events we host for our members are coordinated by our members who strive to increase attendance to all our programming. (See appendix "A")

We have 8 board members who are very active at the center. Driving by and seeing the walkway needs a shovelling they pull over and get it done. As well changing furnace filters, insuring the sound system works, attends the facility every time it is rented out to unlock for the event, check up while event is underway and returns after event is done to insure facility is left in sound condition and locked up. They fix toilet stall doors, pick up groceries for our cook and purchases and install anything required. They also bartend all events and set up and take down tables and chairs. Ron Anderson, son of J.B. Andy Anderson who was instrumental in building this facility dropped by the other day and shared what his dad's vision was for the Cosmo Senior Citizens' Centre. "To ensure seniors of Moose Jaw and surrounding area had a facility to come to in order to maintain a full life enhancing their well being with social, cultural and physical pursuits and that no person would ever be turned away because they couldn't afford the activities. Our 8 board members have upheld Mr. Anderson's vision in providing the best for our seniors and city! (See appendix "B")

We do provide a safe, warm and inviting facility along with nutrition for people around our facility as required. One individual that comes to mind we have aided for years finally resulting in her family moving her into a care facility as she was suffering with dementia. We also provide transportation for the (See Appendix "C") membership that require assistance to ensure they are not missing out on any programming or events we host. We continue to provide an avenue of (See Appendix "D") advertising for our community via posting their events at our facility in addition on our face book page and twitter. Our membership is \$40.00 annually and has not increased in 10 years even though this is a good source of revenue for us we strive to keep all costs to the community minimal. We are told that some facilities charge twice that amount. We support and promote Remembrance Day and Poppy distribution along with the Food Bank collection, the Samaritan's Purse Christmas Child Operation and the Scraps Calendar. We are very proud of partnering with all the listed organizations and continue to seek out needs of our community.

We continue to rent out our facilities for weddings, dances, baby showers, musical entertainment, children's dance school, retirements, blood donor clinics, camera club, scrabble, tops, theatre, anniversaries, Christmas and birthday celebrations along with the upcoming Municipal Election for their Polling Station on November 9, 2020. These events are currently attended by people from all over Canada and more recently, from the British Isles. We are currently booking into 2021!

In hosting these events, revenue is increased for the whole city. We are very pleased that we have contributed to the economy of our city via hotels, restaurants, gift shops, the mineral spa and other recreation facilities, etc.

We always use due diligence to maintain our facilities, unfortunately, very large unexpected expenses, replacement of our roof, along with the rising costs for utilities, building maintenance, garbage disposal, office supplies and salaries are depleting our reserves more quickly than anticipated. Just in the past month one of our furnaces gave out costing us \$911.93 to repair and just this past week 2 of our other furnaces needed to be repaired which we haven't received the invoice for as yet.

In the past 9 months we have had the following expenses; (See Appendix "E")

Auditor	\$ 2,080.00
Insurance	\$ 1,906.94
Building Maintenance	\$ 5,314.00
Garbage Disposal	\$ 1,063.00
Office Supplies	\$ 2,100.00

Salaries	\$41,720.37
Energy	\$ 4,455.00
Phone	\$ 1,097.81
Power	\$ 5,573.25
Water	<u>\$ 355.97</u>
	\$65,666.34

We do realize that the city has responsibilities in subsidizing other complexes such as Mosaic Place, Yara, Mae Wilson Theatre, the Library, etc., and all we ask is to be given the same consideration, financially, in an effort to stay viable and relevant for our seniors and continue doing our part in aiding the city's economy.

Respectfully,



William Smith, President
Cosmo Senior Citizens' Centre

Please see Appendix "F" - Financial Statements
"G" - Repair Quotes
"H" - Property Insurance Policy
"I" - Letters of Support

WEEKLY ACTIVITIES

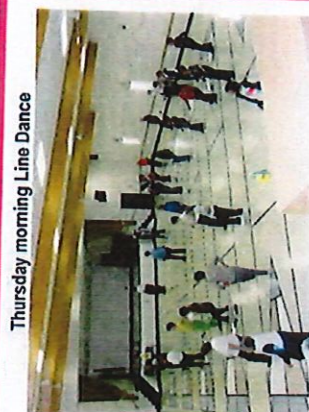
Monday:
1:00 Bridge
Floor Shuffleboard
7:00 Hand & Foot Canasta

Tuesday:
9:30 Jam Session
7:00 Friendship Bridge

Wednesday:
8:30 Tops
1:00 Bridge
Floor Shuffleboard

Thursday:
10:00 Line Dancing
7:00 Cribbage

Friday:
1:00 Scrabble



The Objective of the Cosmo Senior Citizens Centre

Our objective is to provide the facilities and appropriate programs for the Senior Citizens of Moose Jaw and the surrounding districts.

The aim of our activities is to provide our Seniors with the opportunity to enhance their well being with social, cultural and physical pursuits.

Tuesday mornings Jam Session

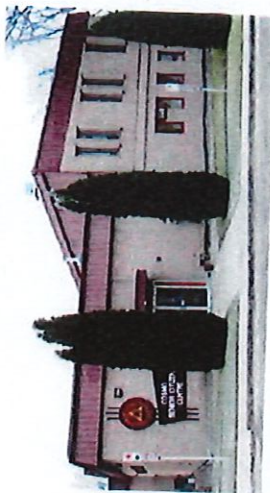


Come join us.

Our yearly membership fee is \$40.00 per person

Appendix "A"

**COSMO SENIOR
CITIZENS' CENTRE**
235 – 3RD AVE. N.E.
MOOSE JAW, SK



SCHEDULE FOR 2020

- B.B.Q'S
- CARD TOURNAMENTS
- DANCES

If you have any questions please contact the office.

EMAIL: cosmo@sasktel.net
PHONE: 306-692-6072

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MINI CARD TOURNAMENTS 2020

January	10	Canasta
	17	Bridge
February	28	Cribbage
	14	Canasta
	21	Bridge
March	25	Cribbage
	13	Canasta
	20	Bridge
	24	Cribbage
April	03	Canasta
	17	Bridge
May	28	Cribbage
	08	Canasta
	15	Bridge
	26	Cribbage
June	12	Canasta
	19	Bridge
	23	Cribbage
August	14	Canasta
	21	Bridge
September	25	Cribbage
	11	Canasta
	18	Bridge
	22	Cribbage
October	09	Canasta
	16	Bridge
November	27	Cribbage
	13	Canasta
	20	Bridge
	24	Cribbage
December	11	Canasta
	18	Bridge
	29	Cribbage

MAXI TOURNAMENTS 2020

MAXI BRIDGE

Saturday, February 01, 2020
 Saturday, May 09, 2020
 Saturday, September 05, 2020

MAXI CRIBBAGE

Friday, January 03, 2020
 Friday, May 01, 2020
 Friday, September 04, 2020

MILITARY WHIST

Friday, February 28, 2020
 Friday, April 24, 2020
 Friday, June 05, 2020
 Friday, August 28, 2020
 Friday, October 23, 2020

B.B.Q.'S for 2020

May 28, 2020
 June 25, 2020
 July 23, 2020
 August 20, 2020

CANADA DAY PANCAKE BREAKFAST
 WEDNESDAY, JULY 1, 2020



Appendix A

DATE BAND 2020

January 18 Dennis Ficor
 February 15 AI & Company
 March 21 Leon Ochs
 April 18 Len Gadica
 May 16 Len Gadica
 June 20 AI & Company
 August 15 Polka Fest
 Gadica & Ochs
 Sept 19 Dennis Ficor
 October 17 Octoberfest
 AI & Company
 November 21 Dennis Ficor
 December 19 Leon Ochs
 December 31 New Year's Eve
 AI & Company

ANNUAL FOWL SUPPER
 SUNDAY, OCTOBER 4, 2020



ADDITIONAL EVENTS TO CONSIDER

February 13th Valentine Luncheon
April 4th Craft & Trade Show
April 9th Easter Luncheon
October 31st Craft & Trade Show
December 3rd Christmas Banquet

CANADIAN BLOOD SERVICES CLINIC

Blood donor clinics will begin the 1st Tuesday of every month starting in April. We are really excited about partnering with them and hope our members will support this cause.

MOOSE JAW

COMMUNITY PLAYERS

Commence practicing for their 2020 performance on
November 27th & 28th
Dinner Theatre
Consider auditioning!

MOOSE JAW

CAMERA CLUB

Meet at the center the 1st Monday of every month. New members are always welcome

LIBERTE LIGHT DANCE

Meet twice a week at the center for the younger crowd. I'm sure there is always room for one more. With Lacey as the facilitator the children can't go wrong!

BOARD MEMBERS 2019

Appendix "B"

1	BILL SMITH	President
2	VAL MORRELL	Director
3	RON McINNIS	Director
4	ROBERT COBBE	Treasurer
5	HELEN ROBINSON	Director
6	JERROLD DELAHEY	Director
7	LARRY BEHM	Vice Presdient
8	BRYCE WARREN	Director

Appendix "C"

COSMO SENIOR CITIZENS' CENTRE

235-3rd.Ave. N.E., Moose Jaw, SK S6H 1C9

Phone: 306-692-6072

Email: cosmo@sasktel.net

BECAUSE WE CARE.....

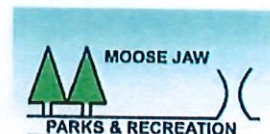
IF YOU ARE HAVING A DIFFICULT TIME MAKING AN EVENT OR ANY PROGRAMMING AT THE CENTRE, DUE TO TRANSPORTATION ISSUES, PLEASE SPEAK WITH THE OFFICE TO ENSURE YOU DO NOT MISS OUT ON ANYTHING AT OUR CENTRE THAT YOU WOULD LIKE TO ATTEND.

WE APPRECIATE YOUR PARTICIPATION AND ENJOY YOUR CONTRIBUTIONS TO OUR CENTRE.

Follow us on



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COSMO

DECEMBER

Cosmo Senior Citizens Centre
Christmas Barquet
 THURSDAY
 DECEMBER 3, 2019
 Time: 5:30 pm
 Cost: \$17.00 per person
 Reservations at 416-291-1111

Cosmo Senior Citizens Centre
Social Dance
 Saturday
 DECEMBER 11, 2019
 7:00 pm - 9:00 pm
 Cost: \$10.00 per person
 Reservations at 416-291-1111

DECEMBER BIRTHDAYS
 6th GLADYS BAKELVIC
 11th LUCAS MCKELOWN
 14th BOB COBBE
 17th SHIRLEY YOUNG
 23rd HERBERT SCHMIDT
 25th ERIN SCHUCK
 29th DON OLIVER

PICK UP YOUR MEMBERSHIP
 TODAY! ONLY \$50.00 FOR THE
 REMAINDER OF THIS YEAR AND
 ALL OF NEXT.
EXPIRES DECEMBER 31, 2020
 COSMO SENIOR CITIZENS CENTRE
 IS NOW ON FACEBOOK &
 TWITTER.
 ADD US AS A FRIEND,
 SHARE & LIKE US TO
 RECEIVE UP-TO-DATE
 INFORMATION AND
 CHANCES TO WIN!

Cosmo Senior Citizens Centre
BECAUSE WE CARE
 AT COSMO SENIOR CITIZENS CENTRE, we are committed to providing a safe, secure, and comfortable environment for our members. We offer a variety of programs and services to meet the needs of our members, including social activities, educational programs, and health services. We are dedicated to providing a high level of care and support to our members, and we are committed to ensuring that our members feel safe and secure in our facility.

Cosmo Senior Centre
MANI BROGGE TOURNAMENT
 FRIDAY DECEMBER 13, 2019
 10:00 am - 4:00 pm
 Cost: \$10.00 per person
 Reservations at 416-291-1111



Friends of the Library
Used Book Sale
 Fri. Nov. 15: 10:00 - 4:00 pm
 Sat. Nov. 16: 10:00 am - 3:00 pm
 Location: Friends of the Public Library

FOR SALE
 2 POOL TABLES &
 SHUFFLE BOARDS
 BEST OFFER WINS

2020 Calendar
 Available for purchase at the centre.

CineView Fall 2019 Season
 Movies: The Irishman, The Two Faces of January, The Day After Tomorrow

St. Joseph Parish and the Filipino Community Present Christmas in the Philippines
 December 9, 10 & 11
 Location: Zion

13th Carol Festival
 December 9, 10 & 11
 Location: Zion

COMMUNITY

ATTENTION
 POSTERS MUST
 BE APPROVED
 BY THE OFFICE
 BEFORE POSTING

COMING SOON

Appendix "E"

COSMO SENIOR CITIZENS' CENTRE PROPOSED BUDGET

	2017	2018	2020
Revenues			
Activities	\$19,448	\$18,877	\$18,322
Cosmo dances/bar	\$18,106	\$19,628	\$18,580
Donations	\$6,960	\$7,300	\$7,657
Grants	\$31,602	\$32,018	\$28,456
Rentals	\$36,869	\$33,161	\$34,156
Kitchen	\$37,594	\$31,995	\$31,278
Membership	\$5,570	\$4,881	\$5,369
Interest income	\$937	\$939	\$850
	<u>\$157,086</u>	<u>\$148,799</u>	<u>\$144,668</u>
Expenses			
Professional fees	\$1,485	\$1,515	\$2,080
Salaries & wages	\$50,705	\$52,148	\$55,627
Telephone	\$1,637	\$1,440	\$1,983
Utilities	\$13,365	\$14,269	\$17,480
Office	\$3,269	\$2,910	\$3,026
Miscellaneous	\$335	\$379	\$395
Advertising & promotion	\$94	\$574	\$603
Cosmo dances	\$11,229	\$10,703	\$11,060
Insurance	\$7,654	\$1,907	\$2,000
Kitchen	\$17,147	\$15,484	\$18,948
Rent-City of Moose Jaw	\$1	\$1	\$1
Rental refunds	\$4,675	\$4,662	\$4,781
Building repairs	\$87,479	\$30,197	\$10,700
Supplies	\$1,470	\$2,774	\$2,857
Interest and bank charges	\$832	\$1,000	\$900
	<u>\$201,377</u>	<u>\$139,963</u>	<u>\$132,441</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>-\$44,291</u>	<u>\$8,836</u>	<u>\$12,227</u>

COSMO SENIOR CITIZENS CENTRE INCORPORATED

Statement of Revenues and Expenditures

Year Ended December 31, 2018

(Unaudited)

	2018	2017
REVENUES		
Activities	\$ 18,877	\$ 19,448
Cosmo dances/bar	19,628	18,106
Donations	7,300	6,960
Grants	32,018	31,602
Rentals	33,161	36,869
Kitchen	31,995	37,594
Membership	4,881	5,570
Interest income	939	937
	<u>148,799</u>	<u>157,086</u>
EXPENSES		
Professional fees	1,515	1,485
Salaries and wages	52,148	50,705
Telephone	1,440	1,637
Utilities	14,269	13,365
Office	2,910	3,269
Miscellaneous	379	335
Advertising and promotion	574	94
Cosmo dances	10,703	11,229
Insurance	1,907	7,654
Kitchen	15,484	17,147
Rent - City of Moose Jaw	1	1
Rental refunds	4,662	4,675
Building repairs	30,197	87,479
Supplies	2,774	1,470
Interest and bank charges	1,000	832
	<u>139,963</u>	<u>201,377</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 8,836</u>	<u>\$ (44,291)</u>

See notes to financial statements

Appendix "F"

COSMO SENIOR CITIZENS CENTRE INCORPORATED

Statement of Financial Position

December 31, 2018

(Unaudited)

	2018	2017
ASSETS		
CURRENT		
Cash	\$ 7,580	\$ 13,062
Term deposits (Note 4)	64,823	69,136
	<u>\$ 72,403</u>	<u>\$ 82,198</u>
LIABILITIES AND NET ASSETS		
CURRENT		
Accounts payable	\$ 1	\$ 1
Short term debt (Note 5)	24,542	43,173
	<u>24,543</u>	<u>43,174</u>
NET ASSETS	<u>47,860</u>	<u>39,024</u>
	<u>\$ 72,403</u>	<u>\$ 82,198</u>

COSMO SENIOR CITIZENS CENTRE INCORPORATED

Statement of Changes in Net Assets

Year Ended December 31, 2018

(Unaudited)

	2018	2017
NET ASSETS - BEGINNING OF YEAR	\$ 39,024	\$ 83,315
EXCESS OF REVENUES OVER EXPENSES	8,836	(44,291)
NET ASSETS - END OF YEAR	<u>\$ 47,860</u>	<u>\$ 39,024</u>

ON BEHALF OF THE BOARD

[Signature] Director
[Signature] Director

See notes to financial statements

COSMO SENIOR CITIZENS CENTRE INCORPORATED

Statement of Cash Flow

Year Ended December 31, 2018

(Unaudited)

	2018	2017
OPERATING ACTIVITIES		
Excess (deficiency) of revenues over expenses	\$ 8,836	\$ (44,291)
Change in non-cash working capital:		
Accounts payable	(1)	1
Cash flow from (used by) operating activities	8,835	(44,290)
FINANCING ACTIVITY		
Short term debt	(18,630)	43,173
DECREASE IN CASH FLOW	(9,795)	(1,117)
Cash - beginning of year	82,198	83,315
CASH - END OF YEAR	\$ 72,403	\$ 82,198
CASH CONSISTS OF:		
Cash	\$ 7,580	\$ 13,062
Term deposits	64,823	69,136
	\$ 72,403	\$ 82,198

4. TERM DEPOSITS

Term deposits for the organization are as follows:

	2018	2017
3 Year Term Bonus Builder term deposit maturing March 11, 2018. The interest rate is 1.30% and is paid annually.	\$ -	\$ 5,118
3 Year Non - Redeemable term deposit maturing July 19, 2021. The interest rate is 3.30% and is paid annually.	12,119	11,982
3 Year Term Bonus Builder term deposit maturing October 18, 2019. The interest rate is 1.70% and is paid annually.	28,374	28,065
5 Year Term Bonus Builder term deposit maturing March 11, 2020. The interest rate is 1.35% and is paid annually.	24,330	23,971
	\$ 64,823	\$ 69,136

5. SHORT TERM DEBT

The organization has a \$50,000 revolving line of credit of which \$24,542 was used as at December 31, 2018. Bank advances on the credit line are payable on demand and bears interest at 5.20%.

6. COMPARATIVE FIGURES

Some of the comparative figures have been reclassified to conform to the current year's presentation.

See notes to financial statements

COSMO SENIOR CITIZENS CENTRE INCORPORATED

Statement of Financial Position

December 31, 2016

(Unaudited)

	2016	2015
ASSETS		
CURRENT		
Cash	\$ 14,965	\$ 10,801
Term deposits (Note 4)	68,350	67,079
	<u>\$ 83,315</u>	<u>\$ 77,880</u>
NET ASSETS	<u>\$ 83,315</u>	<u>\$ 77,880</u>

ON BEHALF OF THE BOARD

W. W. [Signature] Director

Robert [Signature] Director

See notes to financial statements

COSMO SENIOR CITIZENS CENTRE INCORPORATED

Statement of Revenues and Expenditures

For the Year Ended December 31, 2016

(Unaudited)

	2016	2015
REVENUES		
Activities		
Cosmo dances/bar	\$ 24,315	\$ 30,310
Kitchen	19,431	23,060
Donations	34,384	29,934
Membership	1,370	5,795
Rentals	5,060	5,880
Grants	34,488	30,719
Interest income	16,148	22,700
Expense recoveries	1,445	2,070
	<u>4,530</u>	<u>-</u>
	<u>141,171</u>	<u>150,468</u>
EXPENSES		
Professional fees	1,450	1,450
Salaries and wages	51,553	54,625
Telephone	1,618	1,561
Utilities	14,028	15,885
Office	6,276	4,925
Miscellaneous	898	2
Advertising and promotion	-	44
Cosmo dances	11,015	12,735
Insurance	6,729	6,380
Kitchen	17,232	22,541
Rent - City of Moose Jaw	1	1
Rental refunds	6,750	5,798
Building repairs	16,497	45,351
Supplies	1,401	2,679
Interest and bank charges	289	-
	<u>135,737</u>	<u>173,977</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 5,434</u>	<u>\$ (23,509)</u>

See notes to financial statements

COSMO SENIOR CITIZENS CENTRE INCORPORATED

Statement of Cash Flow

Year Ended December 31, 2016

(Unaudited)

	2016	2015
OPERATING ACTIVITY		
Excess (deficiency) of revenues over expenses	\$ 5,434	\$ (23,509)
INCREASE (DECREASE) IN CASH FLOW	5,434	(23,509)
Cash - beginning of year	77,881	101,390
CASH - END OF YEAR	<u>\$ 83,315</u>	<u>\$ 77,881</u>
CASH CONSISTS OF:		
Cash	\$ 14,965	\$ 10,801
Term deposits	68,350	67,080
	<u>\$ 83,315</u>	<u>\$ 77,881</u>

See notes to financial statements

Appendix "F"

COSMO SENIOR CITIZENS CENTRE INCORPORATED

Statement of Changes in Net Assets

Year Ended December 31, 2016

(Unaudited)

	2016	2015
NET ASSETS - BEGINNING OF YEAR		
Excess of revenues over expenses	\$ 77,881	\$ 101,389
	5,434	(23,509)
NET ASSETS - END OF YEAR	\$ 83,315	\$ 77,880

See notes to financial statements

COSMO SENIOR CITIZENS CENTRE INCORPORATED

Individual Revenue and Expense Account Summaries

Year Ended December 31, 2016

(Unaudited)

	2016	2015
Activities Revenue		
Bridge	\$ 2,270	\$ 2,767
Canasta	3,453	3,361
Cribbage	704	424
Jam Session	4,333	4,922
Miscellaneous	1,715	1,691
Billiards	915	1,073
Shuffleboard	3,307	3,947
Whist	1,897	765
Fundraising	2,647	8,084
Lottery	3,074	3,276
	<u>\$ 24,315</u>	<u>\$ 30,310</u>
Utilities		
Power and energy	\$ 12,894	\$ 13,870
Water	1,134	2,015
	<u>\$ 14,028</u>	<u>\$ 15,885</u>

See notes to financial statements

Appendix "C"
Proposal

Discount Plumbing & Heating (2018) Ltd.

219 Fairford St W

Moose Jaw, Sask. S6H 1V5

306-694-4100 306-691-0441 Fax GST 74459 1884RT0001

September 30, 2019

Reference #: 1776-120

Due Date: 10/15/19

Cosmo Senior Citizens

235 - 3rd Ave. N.E.

Moose Jaw, SK S6H 1C9

692-6072

Job Location

Cosmo Senior Citizens

235 - 3rd Ave. N.E.

Moose Jaw, SK S6H 1C9

692-6072

We Hereby Submit Specifications And Estimates For:

Information about the existing HVAC system in the building as follows:

The existing hall area is heated by 2 Lennox packaged heat/cool units on the ground at the back of the building. They are Lennox M#GCS16-953-200-3Y units that have a mfg date of 1990. These units are nearing their life expectancy. Cost to replace both units that will include gas piping, gas permits, wiring, crane rental, labour \$26,500.00 Taxes extra.

The furnace in the basement that heats the pool room in the basement is a Lennox G8Q3-80, date code of 1990. This furnace is also nearing its life expectancy, replace it with a Lennox high efficient furnace \$5500.00 Taxes extra.

The water heater in this same furnace room is a 40 USG gas GSW water heater, not sure of installation date.

The furnace and air conditioner at the front of the building is a Carrier mid efficient with a Carrier 5 ton air conditioner attached to it. The date code on these are 2004. They seem to be in good condition. The water heater in this furnace room is a Giant 40 USG gas water heater with an installation date of Aug 23/2016.

Hope this information is what you are needing.

Best Regards:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. We are not responsible for delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date. Interest rates will be charged on overdue accounts at a rate of 2% per month or 24% annually.

Authorized
Signature



Acceptance
Signature

Date



**PREMIUM FIRE PROTECTION LTD.
ON GUARD SECURITY**

Our Inspection is Your Protection

- Toll Free: 1-888-995-1260
- Calgary / Edmonton (403) 995-3473
- Moose Jaw (306) 693-3473
- Regina (306) 721-3473
- Yorkton (306) 783-3473
- Brandon / Winnipeg (204) 728-3473

Appendix "G."

QUOTATION

Date: Nov 05, 2019

Quote No.: 6591

QUOTATION VALID FOR 90 DAYS

Sold To:

Cosmo Senior Citizen's Centre
235 3 Ave NE
Moose Jaw, SK S6H 1C9

Service Address:

Cosmo Senior Citizen's Centre
235 3 Ave NE
Moose Jaw, SK S6H 1C9

SERVICE REQUIRED	Item No.	Quantity	Unit Price	Amount
QUOTATION FOR RECOMMENDATIONS AFTER THE 2019 ANNUAL INSPECTION.				
FIRE ALARM SYSTEM				
1- Smoke Detector requires Replacement: Device is older than 10 years,				
Smoke Detector, 24 V, System Sensor, Photoelectric	C2WBA	1	97.60	97.60
Labour, Fire Alarm	SAL	1	130.00	130.00
On Site Fee, Fire Alarm, Includes Truck Charge and Travel	SEOFFA	1	37.50	37.50
QT DD 11.07.19				
Subtotal:				265.10
SK - GST @ 5%; PST-SK @ 6%				
GST				13.26
PST-SK				15.91
PREMIUM FIRE PROTECTION LTD. GST: #85583 2309				
PREMIUM FIRE PROTECTION LTD. PST-SK: #0133108				
			TOTAL	294.27

WE THANK YOU FOR THIS OPPORTUNITY.

If you have any questions, please call our office at one of the numbers listed above.

If you would like to proceed with this quote, please reply to this email and we will schedule the work as soon as possible.

Yours truly,

Quotation Department
PREMIUM FIRE PROTECTION
quotes@premiumfire.com

Windows & Renos

Doug Snyder
 646 Keith Cres.
 Moose Jaw, Sk S6H5P9
 306 684-9921/306 692-9921
 Oct. 7, 2019

Quote #10216 (revised)

C/O Diane
 Cosmo Center
 235 3rd Ave NE
 Moose Jaw, Sk
 692-6072

***Clay Beige**

<u>Qty2Window</u> b/m osm: 26 x 47 1/2"	6 1/2 jamb LHCasement TLEA	730.00ea	1460.00
<u>Qty2Window</u> b/m osm: 29 x 30 1/4"	6 1/2 jamb Fixed TLEA	400.00ea	800.00
<u>Qty1Window</u> b/m osm: 29 x 30 1/4"	6 1/2 jamb LHCasement TLEA		620.00
<u>Qty1Window</u> b/m osm: 26 x 47 1/8"	6 1/2 jamb LHCasement TLEA		720.00
<u>Qty1Window</u> b/m osm: 26 x 47 1/8"	6 1/2 jamb Fixed TLEA		480.00
<u>Qty1Window</u> b/m osm: 26 x 47 1/8"	6 1/2 jamb RHCasement TLEA		720.00
<u>Qty2Window</u> b/m osm: 26 x 47 1/2"	6 1/2 jamb RHCasement TLEA	730.00ea	1460.00
<u>Qty2Window</u> b/m osm: 26 x 47 1/2"	6 1/2 jamb Fixed TLEA	490.00ea	980.00
<u>Qty1Window</u> b/m osm: 18 x 72"	6 1/2 jamb Picture TLEA		<u>570.00</u>
			7810.00
	Pst		468.60
	Gst		<u>390.50</u>
			8669.10
Installation			3900.00
	Pst		234.00
	Gst		<u>195.00</u>
			4329.00
Total			12998.10

*Please call Doug Snyder to order 306 692-9921/684-9921
 A deposit of 50% is required when order is placed
 Thank you for considering Windows & Renos



Heritage Insurance

Appendix "A"

Cosmo Senior Citizens Centre - Property Policy

Statement of Values

Coverage Summary

Building
Contents
Limited Business Income
Crime
Cyber Liability
Data Breach Coverage
Commercial General Liability
Personal and Advertising Liability
Products-Completed Operations Aggregate
General Aggregate
Tenants Legal Liability
Medical Payments
Non-Owned Automobile
*Excluding Long-Term Leased Automobiles
Completed Operations Endorsement

Current Policy	Revised Policy
\$ 2,897,000	\$ 900,000
\$ 100,000	\$ 50,000
\$ 112,000	Removed
\$ 10,000	\$ 5,000
\$ 50,000	Removed
\$ 25,000	Removed
\$ 5,000,000	\$ 1,000,000
\$ 5,000,000	\$ 1,000,000
\$ 5,000,000	\$ 1,000,000
\$ 5,000,000	\$ 1,000,000
\$ 5,000,000	\$ 1,000,000
\$ 25,000	\$ 25,000
\$ 5,000,000	\$ 1,000,000
\$ -	\$ -
\$ 5,000,000	\$ 1,000,000
\$ 1,000	\$ 1,000
\$ 1,000	\$ 1,000
\$ 1,000	\$ 1,000
\$ 5,000	Coverage Removed
\$ 25,000	Coverage Removed
3% or 100,000	Coverage Removed
\$ 1,000	Coverage Removed
\$ 3,940	\$ 1,089
\$ 467	\$ 210
\$ 9,550	\$ 500
\$ 80	Coverage Removed
\$ 360	Coverage Removed
\$ 50	Inc.

Deductibles

Building
Contents
Crime
Sewer Back-Up
Flood
Earthquake
Equipment Breakdown

Premium Summary

Building
Contents
Commercial General Liability
Cyber Liability
Equipment Breakdown
Crime

Annual Premium	\$ 6,069.00	\$ 1,799.00
Total Payable Premium	\$ 6,433.14	\$ 1,906.94
Premium Financing Option	\$ 536.10	\$ 158.91

November 8, 2019

Cosmo Senior Citizens' Centre Line Dancing
235 – 3rd Ave., N.E.
Moose Jaw, SK
S6H 1C9

Dear Mayor Fraser Tolmie & City of Moose Jaw Councillors; Crystal Froese, Scott McMann, Brian Swanson, Chris Warren, Dawn Luhning & Heather Eby;

The Cosmo Senior Citizen's Centre has provided space for line dancing for many years. Our current group of dancers are scheduled every Thursday morning from 10:00a.m.-11:30a.m., from mid September to mid May. Participants attending, approximately 30, not only reside in Moose Jaw but also travel from surrounding areas.

The Cosmo offers a spacious and safe environment for seniors to benefit from this healthy activity. The opportunity for social connections, meeting new and old friends and the enjoyment of dancing allows our seniors to be a part of our community. Parking is also available for individuals who drive and accommodates all in need of this valuable space.

The Cosmo President, Office Manager and Kitchen Staff are always available to respond to any questions or assistance related to our Line Dancing program.

Over the years many seniors have participated in this wholesome program. On behalf of myself and our current dancers, we appreciate that the Cosmo continues to provide the opportunity to enhance personal health and community involvement.

Sincerely,

Donna Douglas

Program Facilitator

November 1, 2019

Cosmo Senior Citizens' Centre H & F Canasta League
235 - 3rd Ave., N.E.
Moose Jaw, SK
S6H 1C9

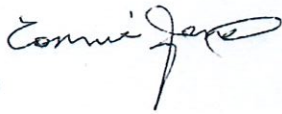
Dear Mayor Fraser Tolmie & City of Moose Jaw Councillors; Crystal Froese, Scott McMann,
Brian Swanson, Chris Warren, Dawn Luhnig & Heather Eby;

My name is Connie Jones and I am very proud to have been a member of the Cosmo Senior Citizens' Center for 13 years. After losing the coordinator of the Cosmo's H & F Canasta League I decided to step up and help the group out. We currently enjoy about 55 active members that play every Monday night and the second Friday of every month we host a Mini H & F Canasta Tournament that all attend. This is a time for laughs and fellowship with people of different ages and walks of life. The facility is used by some as a place to go to have positive interaction with others on a weekly basis. We have a couple families that have made the commitment to come in from Central Butte, SK.

We are very satisfied with the agreement we have with the Cosmo.

I sincerely hope the City of Moose Jaw's representatives will consider the proposal the Cosmo Senior Citizens' Centre have put forth and obtain the much needed funding required to maintain this facility for the citizens' of Moose Jaw along with maintaining the programming and events.

Sincerely,



Connie Jones
Coordinator

November 13, 2019

To Whom It May Concern,

The Moose Jaw Community Players have had an excellent partnership with the Cosmo Senior Citizen's Centre over the past ten years. The Cosmo Centre has provided us with a wonderful stage and the necessary supports to provide community theatre productions to the local community via dinner theatres and stand-alone productions. We use the Cosmo Centre regularly to rehearse for our productions and rent storage space for our sets and props.

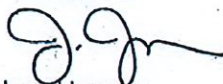
We would be hard pressed to find another facility to meet the needs of our community theatre organization. This is the only facility in Moose Jaw that can comfortably host a dinner and a theatre production. The Moose Jaw Multicultural Centre does not have the facilities to host a meal. A few places can host a meal, but do not have a stage.

We love the Cosmo Centre, and people enjoy coming to the Cosmo Centre to see our shows, as it is always well-maintained and there is plenty of parking for folks of all ages and needs. It is also clear to us that the Centre is being used regularly by Senior's organizations to host dances, play games and generally have a good time socializing together. We know this because we're often greeted by smiling faces in the middle of some activity as we walk into the main hall for rehearsal.

The Cosmo Senior Citizen's Centre genuinely offers its services to a wide variety of people and organizations around Moose Jaw outside its activities for seniors. When we try to book times for our rehearsals and shows, we are often working around weddings, football year-end parties, photography club meetings and others. Losing this facility would be a blow to the community. It would certainly limit our opportunity to fund raise for our non-profit organization, adding to the Arts and Culture scene in Moose Jaw.

We hope that the City of Moose Jaw would help to support the Cosmo Senior Citizen's Centre. It represents a reflection of the community of Moose Jaw that we enjoy living in.

Kind regards,



Jarrod Jeanson
President, MJCP
President, Theatre Saskatchewan

November 1, 2019

TOPS

c/o Cosmo Senior Citizens' Centre
235 - 3rd Ave., N.E.
Moose Jaw, SK
S6H 1C9

Dear Mayor Fraser Tolmie & City of Moose Jaw Councillors; Crystal Froese, Scott McMann,
Brian Swanson, Chris Warren, Dawn Lunning & Heather Eby;

We at "Tops" appreciate the availability of the Cosmo Senior Citizens' Centre who has facilitated our group for the past 25 years. We meet every Wednesday morning at 8:30a.m. in a location which is comfortable and private. Each member has a private weigh-in before the meeting. Meetings start with members sharing challenges, successes and/or goals. There's a brief program covering a variety of health and wellness topics.

We obviously are very satisfied with the rental agreement along with the services provided to our group. The Cosmo has prepared us a nutritious and economical breakfast for our 25 members every Tuesday morning at 9:00a.m., following our meeting.

"Tops" is a learning support group to encourage individuals to lose and maintain the loss of weight. As a member I am able to use this facility to exercise and prepare food demos. Our group appreciates the time we have together, especially in the winter, because we are mostly seniors and we do consider this an opportunity to socialize with our fellow members. We consider our time together as an outing.

We sincerely hope the City of Moose Jaw's representatives will consider the proposal the Cosmo Senior Citizens' Centre have put forth and obtain the much needed funding required to maintain this facility for the citizens' of Moose Jaw.

Sincerely,



Connie Jones
Facilitator

November 17, 2019

To Mayor Tolmie and City Councillors,

The Friendship Bridge Club is a well-established club that has been renting the Cosmo Center Hall on Tuesday evenings for approximately 20 years now. Currently, we have 45 members in our Club and new members and guests are always welcomed.

Our Club enjoys the many benefits that this facility provides:

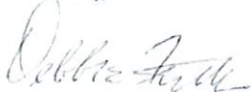
- safe and abundant parking,
- kitchen facilities for our tea, coffee and snacks,
- a spacious and comfortable environment,
- ample tables and chairs for playing bridge, and
- every year we hire the services of Cosmo kitchen staff and their volunteers who provide us with a wonderful Christmas dinner for our members and guests.

In addition to the monthly rent we pay to Cosmo, the Club has made donations to the center in the past and this is something we consider every year when discussing our financial situation at annual meetings.

The Cosmo Centre also hosts other bridge tournaments that our members enjoy, along with other bridge players that come from other communities across southern Saskatchewan.

Our Friendship Bridge Club would be hard pressed to find such an accessible facility that offers the many benefits the Cosmo Centre provides. Our Club and all seniors alike are very fortunate to have such a wonderful facility.

Sincerely,



Debbie Firth
Friendship Bridge Club

To Whom It May Concern,

My name is Lacey Johnson, I am the Owner/Director of Liberté Light Dance, School of Dance Inc. We teach dance lessons mostly to low income families who cannot afford lessons at other dance schools. My fees are affordable and I teach with enthusiasm and encouragement. However, in order to continue to provide dance lessons to low income families, it is important to keep my costs as low as possible. The Cosmo Senior Centre has been a huge support to myself and my 38 dance families of Moose Jaw. They provide a safe environment for all of my students, and have been willing to make special adjustments to ensure that my students with special needs feel secure. Also, they rent us a beautiful space at a very low cost, enabling us to continue teaching, and in turn 38 families get to experience the art of dance! The Cosmo Senior Centre makes a huge positive impact on our community and they have my full support. I hope you will approve their request for funding so we can continue our work there as well!

Sincerely,

Ms. Lacey Johnson
Director/Headmistress
Liberté Light Dance, School of Dance Inc.
www.libertelightdance.com
(306)990-0067

2011- Agreement

THIS AGREEMENT MADE THE DAY OF A.D. 2011.
BETWEEN:

THE MUNICIPAL CORPORATION OF
THE CITY OF MOOSE JAW

(hereinafter referred to as the "City")
OF THE FIRST PART

AND:

COSMO SENIOR CITIZENS' CENTRE INCORPORATED

(hereinafter referred to as "Cosmo")
OF THE SECOND PART

**LEASE AGREEMENT FOR THE USE, OPERATION, AND
MANAGEMENT OF THE COSMO SENIOR CITIZENS' CENTRE**

WHEREAS the City of Moose Jaw is a municipal corporation continued pursuant to the authority of The Cities Act;

WHEREAS the Cosmo is a non-profit charitable corporation in the Province of Saskatchewan that provides facilities, recreation, and other services to senior citizens in the City of Moose Jaw.

AND WHEREAS the City is owner of the following lands upon which the Cosmo Senior Citizens has constructed a Recreation Centre for Senior Citizens:

Firstly: Lot 1 Blk/Par 89 Plan No. Old 96, Extension 0
 As described on Certificate of Title 69MJ03349

Secondly: Lot 2 Blk/Par 89 Plan No. Old 96, Extension 0
 As described on Certificate of Title 69MJ03349

Thirdly: Lot 3 Blk/Par 89 Plan No. Old 96, Extension 0
 As described on Certificate of Title 69MJ03349

Fourthly: Blk/Par A, Plan No. 62MJ06543, Extension 0
 As described on Certificate of Title 62MJ06543

Civically described as: 235 – 3rd Avenue NE, Moose Jaw, Saskatchewan

(hereinafter referred to as the "Property");

AND WHEREAS the City and the Cosmo, entered into an Agreement dated the 2nd day of October, A.D. 1967, and which agreement was subsequently revised the 13th day of September, A.D. 1968; the 13th day of December, A.D. 1984, and the 1st day of January 1989 and which agreements concerned the operation of the Cosmo Senior Citizens' Centre in the City of Moose Jaw by the parties hereto;

AND WHEREAS the term of the January 1, 1989 Lease Agreement has expired, and the parties wish to enter into a new Agreement for the use, operation and management of the Cosmo Senior Citizens' Centre for senior citizens and to provide recreation services to senior residents of Moose Jaw and area;

NOW THEREFORE WITNESSETH:

THIS agreement supersedes and takes the place of the prior agreements dated the 2nd day of October, A.D. 1967; the 13th day of September, A.D. 1968; the 13th day of December, A.D. 1984, and the 1st day of January 1989 between the City and Cosmo and the said prior agreements are hereby cancelled and of no effect, and the within Agreement shall take effect in their place.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual covenants and Agreements herein contained, the parties agree as follows:

1. LEASE OF THE PROPERTY TO COSMO

- 1.1 Subject to the terms and conditions set forth herein, the City hereby demises and leases the Property, to COSMO to have and to hold the said Property, subject to Article 3.1(e), for the purposes of providing recreation services to senior residents of Moose Jaw and area for an initial term of twenty (20) years commencing (and retroactive to) January 1, 2005 and expiring on December 31, 2025 or until this Agreement is terminated pursuant to Part 10.

- 1.2 Upon expiration of the initial term, the Agreement shall remain in effect, thereafter, for successive five (5) year terms, until terminated as pursuant to Part 10.
- 1.3 COSMO undertakes and agrees not to conduct any commercial or other operations, for profit, other than that provided for in Article 1.1 and 1.4, without the express written consent of the City.
- 1.4 COSMO undertakes and agrees not to sublet the Property, or any part thereof, for any purpose whatsoever nor allow the use of the Property by any person for any purpose, whatsoever, save with the written consent of the City, PROVIDED, however, that this restriction shall not extend to the Cosmo permitting or allowing the use of the land and premises herein by other non-profit organizations of a public nature or renting the Property to any person for any recreational purpose including without restricting the generality of the foregoing, anniversary receptions, retirement parties, wedding receptions, birthday parties or family reunions.
- 1.5 COSMO undertakes and agrees not to enter into any contractual or other obligations involving the operation and maintenance of the Property for any period exceeding the unexpired term of this Agreement, without the express written consent of the City.

2. RENT

- 2.1 Cosmo undertakes and agrees to pay annual rent to the City in each and every year during the currency of this Agreement in the amount One Dollar (\$1.00) per year, payable on or before January 1st in each year.

3. CONVENANTS OF COSMO AS TENANT

- 3.1 Cosmo covenants with the City as follows:

(a) Rent:

- to pay the rent set forth in Part 2 in accordance with the terms set forth therein.

(b) Utilities:

- to pay any and all charges (including penalties and interest) for telephone, water, gas, electricity and other utilities supplied to the Property.

(c) Taxes and Assessments:

- to pay taxes (excluding property taxes), charges, rates, duties, and assessments levied in respect of Cosmos' occupancy of the Property or in respect of the person, property or business of the tenant on the Property as and when they become due.

(d) Operation and Maintenance:

- to control the use and management of the Property for the purpose of offering recreational programs appropriate to the members
- to maintain the said Property in a good state of repair, and to keep the Property in a neat and tidy condition, and free of all weeds.
- to operate and maintain Property and all improvements located thereon at its sole expense. (including capital improvements – i.e. roof, furnace, etc.)
- to maintain the Property in good order and clean condition, and promptly make all repairs and do all things necessary to carry out and effect the matters set forth in this Agreement.

(e) Parking

- to use the most northern portion of Parcel "A" Plan 62MJ06543 solely as a parking area for the recreation centre. The Cosmo further acknowledges that the City intends to subdivide the southern portion of Parcel "A" and subsequently consolidate same with Parcel "B", Plan 62MJ06543 for future sale and development.

(f) Additional Buildings

- to not erect any additional buildings on the Property, nor add to the existing building located on the said lands without submitting plans and specifications therefore to the City, and obtaining the approval of the City to such plans and specifications.

(g) Observance of Law:

- to comply with all applicable laws, regulations or rules otherwise of Federal, Provincial and Municipal Governments. Cosmo shall remit all applicable payments for taxes, licenses and permits in respect of its operations to the appropriate authorities in accordance with applicable laws and/or bylaws.

(h) Surrender of Property:

- at the expiration of the within lease, surrender and yield up unto the City, the owner of the Property, the buildings and other facilities hereby demised.

(i) Insurance:

- to maintain, at its expense, during the currency of the within lease, policies of insurance pursuant to Part 5.
- to promptly notify the City, in writing, of any accidents occurring on the Property.

(j) Entry by the City:

- to permit the City or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting the building, and Cosmo would not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby.

(k) Financial Statements:

- to submit and file with the City annually its Financial Statement.

(l) Appointment:

- to keep the City informed as to the names and addresses of the officers and the Executive of the Cosmo Senior Citizens' Centre.

(m) Encumbrances:

- to keep at all times the title of the City to the Property herein described clear and free of all encumbrances and will not suffer or permit anything by which the Title of the City to the Property herein described may be encumbered or charged or by which any liability whatsoever may accrue or be chargeable against the City.

4. COVENANTS OF THE CITY

4.1 CITY covenants with the Cosmo as follows:

(a) Quiet Enjoyment

- to permit Cosmo, as long as he/she pays rent and complies with the covenants contained herein and subject to the limitations set forth herein, to use the premises without interference from the City.

(b) Parking

- The City agrees to assist Cosmo with the maintenance of the parking area and facilities on Parcel "A" Plan 62MJ06543. The City's obligations to assist in the maintenance of the parking area and facilities shall be limited to assisting in snow removal, and grading and leveling from time to time, as well as any grading, leveling or repairs necessary arising from the City's drainage culvert buried under the said Parcel "A". Cosmo acknowledges and agrees that the City shall be under no obligation whatsoever to pave or otherwise improve the parking lot under the provisions of this paragraph.

(c) Technical Support

- The City agrees to assist Cosmo with technical support based on manpower, workload and Department priorities at the time of the request.

5. INSURANCE AND INDEMNIFICATIONS

- 5.1 Cosmo shall, throughout the term of this Agreement, provide and keep in force property insurance covering damage or destruction of property in and upon buildings and improvements occupied by Cosmo, including insurance on buildings and contents in an amount not less than the replacement cost of the property with an all risk coverage not greater than the amount specified, from time to time, by the City.
- 5.2 Cosmo shall also acquire and maintain personal injury and property damage liability insurance in an amount not less than Five Million dollars (\$5,000,000.00) per incident, commercial and non-owned automobile insurance with not less than Five Million dollars (\$5,000,000) coverage per incident; other insurance with coverage for contents, fidelity and crime, with a deductible not greater than the amount specified, from time to time, by the City.
- 5.3 Cosmo undertakes and agrees:
- (a) that the City shall be listed as an additional insured on the insurance policy or policies obtained by Cosmo pursuant to Articles 5.1 and 5.2 and that such policies shall provide that the City will be notified in writing of cancellation or changes to the said policies at least thirty (30) days prior to such cancellation or change; and
 - (b) to provide the City, upon request, with proof of the insurance in a form satisfactory to the City.
- 5.4 Cosmo agrees that the City shall not be liable to Cosmo for any claim, demand, damages or rights or causes of action whatsoever arising out of or incidental to or in any manner connected with the operation of the Cosmo Senior Citizens' Centre or any other activity conducted by Cosmo on the Property and Cosmo undertakes and agrees to indemnify the City against all claims, demands, damages or rights or causes of action made or asserted by anyone arising out of or incidental to Cosmo's use and occupation of the Property.

- 5.5 The City agrees that Cosmo shall not be liable to the City for any claim, demand, damages or rights or causes of action whatsoever arising out of or incidental to or in any manner connected with the maintenance of the parking lot or any other activity conducted by the City on the Property and the City undertakes and agrees to indemnify Cosmo against all claims, demands, damages or rights or causes of action made or asserted by anyone arising out of or incidental to the City's maintenance of the parking lot or any other activity conducted by the City on the Property.

6. DESTRUCTION OR DAMAGE TO COSMO SENIOR CITIZENS' CENTRE

- 6.1 In the event of a fire or other destruction of the building, Cosmo shall apply the proceeds of insurance maintained by them on the facilities and improvements and shall rebuild the facilities or repair the damage, as the case may be, as soon as reasonably possible to the former condition and in a like manner to the original.

7. IMPROVEMENTS TO THE PROPERTY

- 7.1 Subject to Article 7.2 and approval by the City, Cosmo shall have the right to make, at its own expense, alterations, additions or improvements to the Property or facilities located thereon, including the construction of buildings.
- 7.2 Before commencing any excavation or construction works on the Property, Cosmo shall:
- (a) submit to the City detailed plans and drawings in a form satisfactory to the City; and
 - (b) obtain all necessary and required building or development permits.
- 7.3 Cosmo agrees that the Property and all improvements to the Property, subject to Articles 8.1 and 8.2, shall at all times remain the property of the City.
- 7.4 Cosmo undertakes and agrees not to enter into any contractual obligations involving improvements to the Property for any period exceeding the unexpired term of this Agreement, without the express written consent of the City.

- 7.5 Cosmo shall indemnify and save harmless the City from and against all expenses, liens, claims or damages which may arise by reason of any alterations, additions or improvements to the Property undertaken by Cosmo.

8. EQUIPMENT

- 8.1 The City agrees that all equipment, tools, and supplies brought on the said lease lands by Cosmo from time to time, whether before or during the term hereby granted, shall be and remain the property of Cosmo, and on the termination of this Agreement for any cause whatsoever Cosmo may remove all such equipment, tools, and supplies and those not so removed within three (3) months after the termination of this Agreement, shall become and remain the absolute property of the City. All buildings and fixtures erected or constructed on the leased lands, are deemed to form part of the land and shall be the property of the City upon the termination or expiration of this Agreement.

- 8.2 It is understood and agreed that the equipment, tools, appliances, and supplies so mentioned above shall not include any utility lines, pipes, poles, or related materials constructed or laid in or on the said lands to service the leased lands.

9. ARBITRATION

- 9.1 Any dispute arising out of this Agreement shall be subject to arbitration pursuant to the provisions of The Arbitration Act, 1992 of Saskatchewan.

10. TERMINATION

- 10.1 If Cosmo defaults in or commits a breach of a substantial nature of any of the terms and conditions of this Agreement, the City may give notice in writing of the default or breach and Cosmo shall promptly attend to correct the default or breach. Failing prompt correction, the City may terminate this Agreement on thirty (30) days notice to Cosmo.
- 10.2 In addition to Article 10.1, the City may, at its option, terminate this Agreement on written notice if, prior to the completion of Cosmo obligations under this Agreement, Cosmo becomes bankrupt or insolvent or takes the benefit of any statute now or hereafter in force relating to bankrupt or insolvent debtors, or a receiving order is made against Cosmo or Cosmo makes an assignment for the general benefit of its creditors, or an order

is made or a resolution passed for the winding-up of Cosmo, or a receiver or liquidator of Cosmo business or property is appointed.

10.3 Either party may terminate this Agreement:

- (a) at the end of the initial term, by providing ninety (90) days notice to the other party prior to the end of that term; or
- (b) at the end of any successive term thereafter, by providing two year notice to the other party prior to the end of that term; or
- (c) by mutual agreement on ninety (90) days notice at any point during the lease agreement.

10.3.1 Should the City terminate this Agreement due to its requirement for the Property, for future use, the City agrees to make a concerted effort in providing the Cosmo with an alternate location for Recreation Centre for Senior Citizens.

11. MISCELLANEOUS

11.1 The headings and section numbers appearing in this Agreement are inserted as a matter of convenience only and in no way define, limit, construe or describe the scope or intent of such sections and such headings and section numbers shall not in any way other than for reference purposes affect the interpretation or construction of this Agreement.

11.2 This Agreement constitutes the whole Agreement and replaces any other Agreements between the parties.

11.3 The preamble forms an integral part of this Agreement.

11.4 This Agreement shall not be assigned by Cosmo without the prior written consent of the City, said consent not to be unreasonably withheld.

11.5 This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

- 11.6 If for any reason any term, covenant or condition of this Agreement, or the application thereof to any person or any circumstance, is to any extent held or rendered unenforceable or illegal then such term, covenant or condition:
- (a) is and is deemed to be independent of the remainder of the Agreement and to be severable and divisible there from and its unenforceability or illegality does not affect, impair or invalidate the remainder of the Agreement or any part thereof; and
 - (b) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstance other than those to whom it has been held or rendered unenforceable or illegal.
- 11.7 Neither party is obliged to enforce any term, covenant or condition in this Agreement against any person, if, or to the extent by doing so, such party is caused to be in breach of any laws, regulations or enactments from time to time in force.
- 11.8 No waiver shall be inferred or implied by any forbearance by a party hereto or anything done or omitted to be done by a party with respect to a default, breach or nonobservance save only an express waiver in writing and then only to the extent expressly stipulated and necessary to give effect to such express waiver. A waiver by a party of any breach of any term, covenant or condition herein contained shall not be and shall be deemed not to be a waiver of any continuing or subsequent breach of such term, covenant or condition (except as specifically expressed in writing to be so) or of a party's rights hereunder or of any other term, covenant or condition herein contained. Without limiting the generality of the foregoing the subsequent acceptance of payment by a party is not and is deemed not to be a waiver of any preceding breach or continuing breach by the other party of any term, covenant or condition of this Agreement, regardless of knowledge of any such preceding breach at the time of acceptance of such payment.
- 11.9 Any notice or demand required or permitted to be given to either party hereto pursuant to this Agreement shall be in writing and may be delivered to the Party in person (or to its authorized agent) or by sending it by prepaid registered mail, addressed:

In the case of the City to:

City of Moose Jaw
228 Main Street North
Moose Jaw, Saskatchewan
S6H 3J8
Attention: City Clerk/Solicitor

And in the case of Cosmo to:

Cosmo Senior Citizens' Centre Inc.
235 3rd Ave. N. E.
Moose Jaw, Saskatchewan
S6H 1C9
Attention: Board of Directors

or to such alternate address in Saskatchewan as either party may be notice from time to time advise, and if mailed as aforesaid shall be deemed to be given on the third business day after the date of such mailing.

IN WITNESS WHEREOF COSMO has hereunto affixed its corporate seal as attested to by the hands of its duly authorized officers this 30 day of may, 2011.

COSMO SENIOR CITIZENS' CENTRE INCORPORATED

Per: 

PRESIDENT

Per: 

VICE PRESIDENT

IN WITNESS WHEREOF the City has hereunto affixed its corporate seal as attested to by the hands of its duly authorized officers on the day and year first above written.

THE MUNICIPAL CORPORATION OF

THE CITY OF MOOSE JAW

