

The Corporation of the Municipality of Brockton



**By-Law 2019-008**

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**Being a By-Law to Authorize the Signing of an Agreement With the Bluewater District School Board for the Purpose of Offering Community Recreation Programs and Educational Leisure Components.**

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**Whereas** The Council for the Corporation of the Municipality of Brockton deems it expedient to enter an agreement with the Bluewater District School Board with respect to offering community recreation programs and educational leisure components;

**Now Therefore** the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enter into an agreement with the Bluewater District School Board which is attached as “Schedule A” and forms part of this By-Law;
- 2.0 The execution by the Mayor and Clerk of said agreement dated January 22, 2019, between the Corporation of the Municipality of Brockton and the Bluewater District School Board is hereby authorized, ratified, and confirmed.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the “Bluewater District School Board Agreement By-Law”.

**Read, Enacted, Signed and Sealed this 22nd day of January, 2019.**

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Mayor – Chris Peabody

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Clerk – Fiona Hamilton

Memorandum of Agreement made this \_\_\_\_\_ day of \_\_\_\_\_

Between:

**The Corporation of the Municipality of Brockton  
(hereinafter called the “Municipality”)**

**AND**

**Bluewater District School Board  
(hereinafter called the “Board”)**

The term of this agreement shall commence the 1<sup>st</sup> day of September, 2018 and shall be completed on the 31<sup>st</sup> day of August, 2021.

Whereas the Municipality and the Board are entering into this agreement for the purpose of offering community recreation programs and educational leisure components respectively;

And Whereas, the parties require access to facilities owned by the other to accomplish this goal;

And Whereas, it is hereby acknowledged the parties hereto agree as follows:

1. The Municipality:
  - a) shall make available its’ athletic fields, ball diamonds, arena floor, tennis courts, trails and ice surface to Board schools located in the Municipality for curriculum based school activities held during the school day. The school day shall be considered from 8:30 a.m. to 3:30 p.m.  
Note: the arena will open at 6:30a.m. to accommodate school hockey practices
  - b) shall provide these facilities free of charge excluding any costs associated with custodial/maintenance, special equipment needs, instructional or materials incurred as a result of the Board’s use.
    - No charge for ice time for team practices
    - Ice time ½ youth rate (WMH WFSC) for games/tournaments
    - Pool – classes will be charge cost recovery on pool bookings charged ½ commercial rate (additional charges – rentals required more than 2 guards based on number of participants and grade of class)
    - Soccer Field(s) ½ youth rate (WMS) for games/tournaments
2. The Board:
  - a) shall make available its athletic fields, ball diamonds, classrooms and elementary single gym located in Brockton to the Municipality during non-school hours when these facilities are not required for day school activities. These hours are generally Monday to Friday 6 p.m. – 10 p.m., weekends and holidays. The secondary/double gym hours will be

generally Monday to Friday 7 p.m. – 10 p.m., weekends and holidays with the exception of Wednesdays, which will be 5 p.m. – 10 p.m.

- b) shall provide these facilities free of charge excluding any costs associated with custodial / maintenance, special equipment needs or instructional materials incurred as a result of the Municipality's use.
  - c) shall allow Municipality of Brockton staff or volunteers to assume the role and responsibility of monitor subject to approval from the Outreach Coordinator and the school principal.
3. The Municipality and the Board:
- a) shall follow the proper booking procedure to access each other's facilities.
  - b) shall ensure their activities are adequately supervised.
  - c) shall be responsible for any damage which occurs as a result of their use of the other's facility.
  - d) shall keep an annual record of use and the cost savings as a result of no rental fees being applied, and mutually review this data annually.
  - e) shall provide and keep in force general liability insurance in an amount of not less than two million dollars per claim in respect to injury to or death of any person and injury to property and, on request, to provide each other with proof thereof.
  - f) shall have access to equipment and storage for equipment for activities upon mutual agreement with the school administration or the Supervisor of Parks, Recreation and Facilities or Recreation/Wellness Programmer.

This agreement is for a three (3) year term, commencing September 1, 2018. At such time, review, renewal and modification of this agreement may occur to the consensus of both parties.

This agreement may be terminated by either party by giving at least sixty (60) days written notice to the other party.

This agreement shall be binding on the Board and the Municipality, their successors administrators and assigns.

IN WITNESS WHEREOF the Board and the Municipality hereto have affixed their corporate seals attested by the hands of their duly authorized officers in that behalf.

THE CORPORATION OF THE MUNICIPALITY OF  
BROCKTON

Per: \_\_\_\_\_

Per: \_\_\_\_\_

BLUEWATER DISTRICT SCHOOL BOARD

Per: \_\_\_\_\_

**SCHEDULE "A"**  
2017-2018 Estimates

Municipal Property	Predicted Use	Value	Bluewater Property	Predicted Use	Value
Arena - ice No charge	Curriculum based/practices 20 hrs/yr	\$2800	WDCS-gym	Gymnastics	\$3300
Arena – ice 50% off	Games 20 hrs/yr	\$2800	WDCS-gym	Volleyball	\$1250
Centennial Park	Cross Country 5 days/yr	0	WDCS – gym	Wiggles & Giggles (2016/17)	\$800
Tennis Courts	50 hrs/yr	\$300	WDCS – classroom	Cooking	\$1950
Trails	10 hrs/yr	\$50	WDCS - halls	Walking	
Ball Diamond	20 hrs/yr	\$600	WDCS – gym	Dodgeball	\$3000
Centennial Pool	22.5	\$1125	WDCS – classroom	Self Care	\$250
Auditorium	@ \$44.24/hr				
Soccer Field(s)	25 hr	\$750			
	TOTAL	\$8425		TOTAL	\$10550