

The Corporation of the Municipality of Brockton



By-Law 2022-171

Being a By-Law to Authorize the Signing of an Agreement between the Cargill District Community Foundation and the Corporation of the Municipality of Brockton for the Purpose of Supporting Activities that Benefit the Residents of Brockton.

Whereas The Council for the Corporation of the Municipality of Brockton deems it expedient to enter an agreement with the Cargill District Community Foundation ("the Foundation") with respect to supporting activities that benefit the residents of Brockton;

And Whereas the Foundation was a Committee of Council formed in 1977 and known as the Cargill and District Community Fund; working continuously to fundraise for operational costs, business planning, strategic planning, capital costs and projects associated with the Cargill Community Centre;

And Whereas the Foundation organized supporting and fundraising events such activities as breakfasts, reunions, Pickin' by the Pond and Homecomings that have enriched Brockton's culture;

And Whereas the Foundation was officially incorporated as a registered charity on March 29, 2022, bearing Ontario Corporation Number 1000162104 with an expanded mandate to support projects and initiatives throughout the community of Cargill and surrounding areas;

And Whereas the Corporation of the Municipality of Brockton is the owner of the Cargill Community Centre and its associated storage buildings located at 999 Greenock-Brant Line, Cargill, Ontario;

And Whereas it is the intent and agreement of, and between, the parties hereto, that the Foundation shall have access to the Cargill Community Centre as set out in this agreement for the purpose of supporting activities that benefit the residents of Brockton;

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 enters into an agreement with the Cargill District Community Foundation effective December 1, 2022, 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 November 29, 2022, between the Corporation of the Municipality of Brockton and the Cargill District Community Foundation 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 "Cargill District Community Foundation (CDCF) Agreement By-Law".

Read, Enacted, Signed and Sealed this 29th day of November, 2022.

Mayor – Chris Peabody

Director of Legislative and Legal Services (Clerk)
– Fiona Hamilton

Schedule A to By-Law 2022-

AGREEMENT

Made as of the *** day of ***, 20**

B E T W E E N

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON
(hereinafter referred to as “Brockton”)

-AND-

THE CARGILL DISTRICT COMMUNITY FOUNDATION
(hereinafter referred to as “the Foundation”)

WHEREAS the Foundation was a Committee of Council formed in 1977 and known as the Cargill and District Community Fund; working continuously to fundraise for operational costs, business planning, strategic planning, capital costs and projects associated with the Cargill Community Centre;

AND WHEREAS the Foundation organized supporting and fundraising events such activities as breakfasts, reunions, Pickin’ by the Pond and Homecomings that have enriched Brockton’s culture;

AND WHEREAS the Foundation was officially incorporated as a registered charity on March 29, 2022, bearing Ontario Corporation Number 1000162104 with an expanded mandate to support projects and initiatives throughout the community of Cargill and surrounding areas;

AND WHEREAS Brockton is the owner of the Cargill Community Centre and its associated storage buildings located at 999 Greenock-Brant Line, Cargill, Ontario;

AND WHEREAS it is the intent and agreement of, and between, the parties hereto, that the Foundation shall have access to the Cargill Community Centre as set out in this agreement for the purpose of supporting activities that benefit the residents of Brockton.

NOW THEREFORE:

1. The term of this AGREEMENT shall commence on December 1, 2022 and terminate on December 31, 2027.
2. The Foundation shall have access to the Cargill Community Centre and shall be responsible for all cost recovery fees associated with any Brockton staff set-up time, potential security costs, bartenders, etc. at the rates outlined in the annual Fees and Charges By-law enacted by Council of the Municipality of Brockton from time to time. Brockton shall waive the hall rental fee in the Fees and Charges By-law throughout the Term of this Agreement.
3. Subject to Section 2. above, The Cargill Community Centre shall be made available to the Foundation completely free of charge if the event being held is to fundraise directly for the Cargill Community Centre or the Municipality of Brockton parks and facilities.
4. The Foundation shall provide Brockton with an annual list of events to ensure that the Cargill Community Centre is reserved in advance. The list shall be provided to Brockton at its request for the upcoming calendar year.
5. The Foundation shall follow the booking procedure put in place by Brockton at the time of booking to access the Cargill Community Centre and shall follow and abide by all applicable Brockton policies, including the Municipal Alcohol Policy, all such policies to be amended from time to time at Brockton’s sole and absolute discretion.
6. Brockton shall provide the Foundation with an interest-free loan in the amount of \$20,000.00 for costs related to organizing the Cargill Homecoming 2024 event to be held August 1-5, 2024 at the Cargill Community Centre and park grounds (the “Event”), such as deposits for a tent, children’s activities, rentals, parade bands and weekend entertainment. The loan shall be provided interest free and shall be due within sixty (60) days of the conclusion of the Event on October 4, 2022. The Foundation hereby acknowledges and agrees that it will communicate and consult with Brockton’s Director of Community Services and/or Director of Fire and Emergency Services or Chief Building Official as may be applicable throughout the planning and hosting of the Event.
7. Brockton may consider additional support to the Foundation for set-up and clean-up days on an individual event basis at Brockton’s sole and absolute discretion.
8. The Foundation shall obtain and maintain its own liability insurance coverage in a minimum aggregate of \$2,000,000.00 and, showing Brockton as insured parties under the agreement.

The Foundation shall provide Brockton proof of such insurance within two weeks of execution of this Agreement, and annually for the forthcoming years. The Foundation will at all times indemnify Brockton, and its staff, against all claims and demands which may be brought against or made upon it and against all loss, liabilities, judgments, costs, damages or expenses which Brockton may suffer resulting from or incidental to the Cargill Community Centre use, or arising out of the Foundation's involvement with the Cargill Community Centre, or from any act or omission to act on the part of the Foundation or its volunteers or employees.

- 9. The Foundation shall be responsible for maintaining property insurance to cover any of its own property stored or situated at the Cargill Community Centre and its associated storage facilities.
- 10. The Foundation, at the time of this Agreement, owns several “totes” of Christmas décor and extension cords which are stored at the Cargill Community Centre Equipment-Maintenance Shed. The Foundation shall be responsible for maintaining property insurance over these items as per sec. 9 of this Agreement.
- 11. Any additional property stored at the Cargill Community Centre by the Foundation must be approved by Brockton in its sole and absolute discretion and subject to the insurance requirements of this Agreement. The Foundation equipment currently authorized to be stored is listed in the attached Schedule “A” to this Agreement.
- 12. Brockton hereby gifts and conveys the 48-foot highway trailer, historically used as a stage trailer, (hereinafter referred to as “the trailer”) to the Foundation, for its own use absolutely. The Foundation may, from time to time, store the trailer on the property of the Cargill Community Centre. The duration of storage, and the location that the trailer will be stored, will be at the discretion of Brockton’s Parks and Recreation Department Head or designate.
- 13. Either party may terminate this Agreement unilaterally for any reason providing that the party wishing to terminate provides not less than 60 days’ written notice to the other party of its intent to terminate this Agreement.
- 14. This Agreement shall be governed by and construed in accordance with the law of Canada and the law of the Province of Ontario applicable therein.
- 15. This Agreement and everything contained herein shall ensure to the benefit of and be binding upon the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF:

SIGNED AND DELIVERED:

In the presence of:

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

Dated_____

Mayor: Chris Peabody

Clerk: Fiona Hamilton

THE CARGILL DISTRICT COMMUNITY FOUNDATION

Dated_____

Brian Dales, President

I have authority to bind this corporation

Schedule "A"

Quantity	Item Description	Storage Location	Ownership	Contact Info
1	45 ft. transport trailer stage	Cargill CC grounds rear of property	Dirt Pigs Foundation	Brian Dales and John Beadle
2	4 ft chest freezers	Cargill CC Equipmen- Maintenance Shed	Kinsmen Club	
1	Stand up pop cooler	Cargill CC Equipmen- Maintenance Shed	Dirt Pigs Foundation	Brian Dales and John Beadle
6	Grey wooden bar counters	Cargill CC Equipmen- Maintenance Shed	Dirt Pigs Foundation	Brian Dales and John Beadle
3	10x10 popup tents	Cargill CC Equipmen- Maintenance Shed	Dirt Pigs Foundation	Brian Dales and John Beadle
2	10x20 white pole tents	Cargill CC Equipmen- Maintenance Shed	Dirt Pigs Foundation	Brian Dales and John Beadle
12	Events security vests	Cargill CC Equipmen- Maintenance Shed	Dirt Pigs Foundation	Brian Dales and John Beadle
1	Metal draw drum	Cargill CC Equipmen- Maintenance Shed	Dirt Pigs Foundation	Brian Dales and John Beadle
11	Large blue Coleman coolers	Cargill CC Equipmen- Maintenance Shed	Dirt Pigs Foundation	Brian Dales and John Beadle
9	Mediuem blue and red Coleman coolers	Cargill CC Equipmen- Maintenance Shed	Dirt Pigs Foundation	Brian Dales and John Beadle
7	Small red Coleman coolers	Cargill CC Equipmen- Maintenance Shed	Dirt Pigs Foundation	Brian Dales and John Beadle
30	8ft barrier fence sections galvanized	Cargill CC Equipmen- Maintenance Shed	Dirt Pigs Foundation	Brian Dales and John Beadle
10	Yellow brute garbage cans with lid with lids	Cargill CC Equipmen- Maintenance Shed	Dirt Pigs Foundation	Brian Dales and John Beadle
11	Blue Brute garbage cans	Cargill CC Equipmen- Maintenance Shed	Dirt Pigs Foundation	Brian Dales and John Beadle
24	Small black garbage bins	Cargill CC Equipmen- Maintenance Shed	Dirt Pigs Foundation	Brian Dales and John Beadle
6	A-frame signs	Cargill CC Equipmen- Maintenance Shed	Dirt Pigs Foundation	Brian Dales and John Beadle
30	Assortment of coreplast event signage	Cargill CC Equipmen- Maintenance Shed	Dirt Pigs Foundation	Brian Dales and John Beadle
3	Totes of christmas décor, extension cords	Cargill CC Equipmen- Maintenance Shed	CDCF	Brian Dales and Pennie Whilhelm

All equipment and items stored inside Cargill CC belong to municipality.

**CDCF notes we are welcome to use any of this equipment onsite outside of events