

The Corporation of the Municipality of Brockton



By-Law 2023-094

Being a By-Law to Authorize Entering into a Reciprocal Agreement with the Bruce Grey Catholic District School Board for the Purpose of Offering Community Recreation Programs and Educational Leisure Components

Whereas the *Municipal Act S.O. 2001, c 25, Section 5(3)*, as amended provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9, shall be exercised by By-Law;

And Whereas the Corporation of the Municipality of Brockton wishes to enter into a Reciprocal Agreement with the Bruce Grey Catholic District School Board for the Purpose of 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 authorizes entering into a Reciprocal Agreement with the Bruce Grey Catholic District School Board as contained in the attached Schedule "A" attached hereto and forming a part of this By-Law.
- 2.0 That the execution by the Mayor and Clerk of Reciprocal Agreement dated September 1, 2023 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 "Bruce Grey Catholic District School Board Reciprocal Agreement By-Law".

Read, Enacted, Signed and Sealed this 26th day of September, 2023.

Mayor – Chris Peabody

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

Memorandum of Agreement made this 1st day of September 2023

Between:

The Corporation of the Municipality of Brockton
(hereinafter after called the "Municipality")

AND

The Bruce Grey Catholic School Board
(hereinafter called the "BGCD SB")

The term of this agreement shall commence the 1st day of September 2023, and shall be completed on the 31st day of August 2026.

Whereas the Municipality and the BGCD SB 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:

The Municipality:

- a) shall make available its athletic fields, ball diamonds, arena floor, tennis courts, trails and ice surface to BGCD SB schools located in the Municipality for curriculum-based school activities held during the school day. The school day shall be considered to be 8:30 A.M. to 4:00 P.M.
- b) shall provide these facilities free of charge, except for any costs associated with custodial/maintenance, special equipment needs, instructional or materials incurred as a result of the BGCD SB use
 - i) No charge for ice time for team practices
 - ii) Ice time half youth rate (WMH WFSC) for games/tournaments
 - iii) Pool - classes charged half the commercial rate (additional charges - rentals requiring more than two lifeguards based on number of participants and grade of class).

The Bruce-Grey Catholic District School 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.
- b) shall provide these facilities free of charge except for any costs associated with custodial maintenance, special equipment needs, or instructional materials incurred as a result of the Municipality's use.

The Municipality and the Bruce-Grey Catholic District School Board:

- c) shall follow proper booking procedure to access each other's facilities
- d) shall ensure their activities are adequately supervised
- e) shall be responsible for any damage which occurs as a result of their use of the other's facility
- f) 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
- g) shall have access to equipment and storage for equipment for activities upon mutual agreement with the Catholic school principal.
- h) shall provide and keep in force general liability insurance in the 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.
- i) Upon renewal of this agreement a renewed certificate of insurance for each shall be provided.

Term

This agreement is for a three (3) year term. Review, renewal and modification of this agreement may occur with the written consensus of both parties annually.

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 Bruce-Grey Catholic District School Board and the Corporation of the Municipality of Brockton, their successors, administrators and assigns.

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

Per: _____
Mayor, Chris Peabody

Per: _____
Director of Legislative and Legal Services (Clerk), Fiona Hamilton

I/we have the ability to bind the Municipality

BRUCE-GREY CATHOLIC DISTRICT SCHOOL BOARD

Per: _____
Alecia Lantz, Business Superintendent & Treasurer

I have the ability to bind BGCDSB

SCHEDULE A
2023-2024 Projected Estimates and Rates
Corporation of the Municipality of Brockton

Municipal Property	Predicted Use	Value	BGCDSB Property	Predicted Use	Value
Arena - Ice No charge	Curriculum based	\$			\$
Arena - ice 50% off	Games	\$			\$
Centennial Park	Cross County	\$			\$
Tennis Courts		\$			\$
Trails		\$			\$
Ball Diamonds		\$			\$
Centennial Pool		\$			\$
Auditorium		\$44.24/hr			\$
Lobbies Park		\$			\$
Athletic Fields (Soccer)		\$			\$



Rate Schedule

To determine which category applies to your organization please visit our board website at
www.bgcdsb.org - Parent Community>Community Use of Schools

The rates listed below effective October 15, 2023

Weekly Hourly Rate				
Room	Group A	Group B		Group C
	School & Board Activities	Community Not-for-Profit Organizations		Commercial/ Business/Private For Profit
	Per Use Rate	Per Use Rate without Subsidy	Per Use Rate with Subsidy	Per Use Rate No Subsidy Available
Classroom, Small Meeting Room	Nil	\$50.00	\$25.00	\$50.00
Library	Nil	\$75.00	\$37.50	\$75.00
Innovation Lab, Computer Lab	Nil	\$100.00	\$50.00	\$100.00
Gymnasium (Elementary)	Nil	\$100.00	50.00	\$100.00
Gymnasium (Secondary)	Nil	\$100.00	\$50.00	\$100.00
Stage Performance	Nil	\$350.00	\$175.00	\$350.00
with chairs set up	Nil	\$350.00	\$175.00	\$350.00
Stage Rehearsal	Nil	\$50.00	\$25.00	\$50.00
Cafeteria – Secondary Schools Only	Nil	\$100.00	\$50.00	\$100.00
Artificial Turf (St. Joseph's, Port Elgin)	Nil	\$50.00	\$25.00	\$50.00
Weight Room	Nil	\$100.00	\$50.00	\$200.00
School Athletic Field	Nil	\$50.00	\$25.00	\$50.00
Use of washroom	Nil	\$50.00	\$25.00	\$50.00
Parking Lot	Nil	Nil	Nil	\$100.00
Custodial Hourly Rates – Applied when a custodian is not already scheduled to be at a school				
A paid custodian must be onsite for all Community Use activities (Charges will include 30 additional minutes to open and close facility)	Community Not-for-Profit Organizations			Commercial/ Business/Private For Profit
	Subsidy Not Available Additional Per Hour Charge			Subsidy Not Available Additional Per Hour Charge
Weekend/Holiday Per Hour Rate	\$60.00			\$60.00
Other Additional Charges that May be Applied to All Permits				
Permit Fee (non refundable fee required with each permit application)				\$10
Permit Cancellation Fee (if not cancelled within at least 48 hours of notice)				\$30
No Show Fee (applied to when a group does not show up for their scheduled booking)				\$50
False 911/Fire Alarms (applied when false call or alarm pull stations have been activated)				\$75

Prices quoted are on a per diem basis. Note: Group B (Not-For-Profit) fees are subsidized 50% while the Province of Ontario Community Use of Schools Program is in effect.