

# The Corporation of the Municipality of Brockton



## By-Law 2023-095

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### Being a By-Law to Authorize Entering into a Reciprocal 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 *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 Bluewater 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 Bluewater 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 "Bluewater District School Board Reciprocal Agreement By-Law".

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

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Mayor – Chris Peabody

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

# MEMORANDUM OF AGREEMENT

**THIS INDENTURE** made this 1<sup>st</sup> day of September, 2023

B E T W E E N:

**BLUEWATER DISTRICT SCHOOL BOARD**  
hereinafter called "BWDSB"

and

**THE CORPORATION OF THE MUNICIPALITY OF BROCKTON**  
hereinafter called the "Municipality"

The term of this agreement shall be for a period of three years and commence the 1<sup>st</sup> day of September, 2023 and shall be completed on the 31<sup>st</sup> day of August, 2026.

WHEREAS the Municipality and BWDSB 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, pool, gym and ice surface to Board schools located in the Municipality for school sponsored 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) summer use may be discussed and agreed upon
- c) 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 BWDSB's use.
  - No charge for ice time for team practices
  - Ice time ½ youth rate (WMH WFSC) for games/tournaments
  - Pool – classes will be charged 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. BWDSB:

- a) shall make available its athletic fields, ball diamonds, classrooms,

cafetorium 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

- b) Times outside of these hours can be made available with the approval of the School Administrator and at the discretion of the Community Use of Schools Supervisor
- c) 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
- d) shall allow Municipality of Brockton staff or volunteers to assume the role and responsibility of monitor subject to approval from the Community Use Coordinator and the school principal

3. The Municipality and BWDSB:

- 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/reduced 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 five (5) 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, 2023. 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 BWDSB and the Municipality, their

successors administrators and assigns.

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

**BLUEWATER DISTRICT SCHOOL BOARD**

Per: \_\_\_\_\_  
Rob Cummings, Superintendent of Business

I have authority to bind the Corporation

**THE COPORATION OF THE MUNICIPALITY OF BROCKTON**

Per: \_\_\_\_\_  
Chris Peabody, Mayor

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

We have authority to bind the Corporation