

The Corporation of the Municipality of Brockton



By-Law 2025-077

Being a By-Law to Authorize the Signing of an Agreement between Walkerton Capitals Jr. C. Hockey Inc. and the Corporation of the Municipality of Brockton for the Purpose of Facility Use at the Walkerton Community Centre Arena.

Whereas The Council for the Corporation of the Municipality of Brockton deems it expedient to enter an agreement with the Walkerton Capitals Jr. C. Hockey Inc. with respect to accessing the Walkerton Community Centre Arena for community recreation programs.

And Whereas the Corporation of the Municipality of Brockton is the owner and operator of the Walkerton Community Centre located at 290 Durham Street West, Walkerton, ON N0G 2V0, known as the “Arena”;

And Whereas the Walkerton Capitals Jr. C. Hockey Inc. is a hockey club that competes in the Provincial Junior Hockey League as part of the Ontario Hockey Association;

And Whereas the Walkerton Capitals Jr. C. Hockey Inc. requires access to the Arena for the purposes of offering community recreation programs, including but not limited to hockey practices, games, and other related activities;

And Whereas the Corporation of the Municipality of Brockton agrees to permit the Walkerton Capitals Jr. C. Hockey Inc. to use the Permitted Areas within the Arena for the Programs under particular terms and conditions;

And Whereas the Corporation of the Municipality of Brockton desires to enter into an agreement with the Walkerton Capitals Jr. C. Hockey Inc. further outlining the permitted uses of the Arena for the Club’s community recreation programs;

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 Walkerton Capitals Jr. C. Hockey Inc., which is attached as “Schedule A” and forms part of this By-Law;
- 2.0 That the Mayor and Clerk be authorized to sign the attached tenancy agreement between the Corporation of the Municipality of Brockton and Walkerton Capitals Jr. C. Hockey Inc.
- 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 “Walkerton Capitals Jr. C. Hockey Inc. Facility Use Agreement By-Law”.

Read, Enacted, Signed and Sealed this 23rd day of September, 2025.

Mayor – Chris Peabody

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

MEMORANDUM OF AGREEMENT

THIS INDENTURE made the 23 day of September, 2025.

B E T W E E N:

WALKERTON CAPITALS JR. C. HOCKEY INC.
hereinafter called "Club"

and

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

WHEREAS the Municipality owns and operates the Walkerton Community Centre located at 290 Durham Street West, Walkerton, ON, N0G 2V0 (hereinafter referred to as the "Arena");

AND WHEREAS the Walkerton Capitals Jr. C. Hockey Inc. (the "Club") is a hockey club that competes in the Provincial Junior Hockey League as part of the Ontario Hockey Association.

AND WHEREAS the Club requires access to the Arena for the purposes of offering community recreation programs, including but not limited to hockey practices, games, and other related activities (hereinafter referred to as the "Programs");

AND WHEREAS, the Municipality agrees to permit the Club to use the Permitted Areas within the Arena for the Programs under the terms and conditions set forth in this agreement. The Permitted Areas are outlined further under Clause 2 & 3 of this agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. Agreement Term

- a) The term of this agreement shall be for a period of three years and commence the 23rd day of September 2025 and shall be completed on the 30th day of August 2028 (the "Term") unless terminated earlier in accordance with the provisions of this Agreement;
- b) The Municipality reserves the right, at its sole discretion, to shorten the Term of this Agreement, alter hours of access to the Permitted Areas or change the location of the office space or change room as may be necessary from time to time. The Municipality may cancel all or any portion of this permitted access to the facilities on short notice due to mechanical failures, weather conditions or emergencies;
- c) Either party herein shall have the right to terminate this Agreement, without penalty, upon giving the other party not less than sixty (60) days' notice in writing.

2. Permitted Areas – Non Exclusive Use

- a) The Club shall use the permitted areas only for the purpose of offering the Programs and for no other purpose without the prior written consent of the Municipality.
- b) The Municipality provides Dressing Room #5 and the Figure Skating Room/Walkerton Capitals Office at the Arena has been designated for non-exclusive but priority use by the Club during the term of this Agreement.

- c) Non-Exclusive Use Figure Skating and Capitals Office shall be shared with the Walkerton Figure Skating Club on a first-come-first-serve basis in alignment with the ice rental times reserved by each organization.

Laundry, Dressing Room #5, Figure Skating Room /Walkerton Capitals Office and Coaches Room

The following outlines the responsibilities of both parties:

Walkerton Capitals Jr. C. Hockey Inc. ("Club")

- a) Any development plans to further augment or alter this space shall be presented and approved by the Director of Community Services, and, if required, Council of the Municipality of Brockton prior to commencing room alterations;
- b) If this Agreement is terminated, any chattels belonging to the Club that can be removed without causing damage to this area's original interior may be removed including:
 - 1. 4 garbage cans
 - 2. 23 seat cushions
 - 3. 23 bottom cabinets
 - 4. 23 upper cabinets
 - 5. 6 inspirational signs
 - 6. 12 pictures
 - 7. 5 televisions
 - 8. 2 speakers and associated sound system equipment
 - 9. 1 exercise bike
 - 10. 1 Washer
 - 11. 1 Dryer
 - 12. 1 Refrigerator
 - 13. 1 Mini Refrigerator
 - 14. 1 Office desk and accessories
 - 15. 1 Office desk chair
 - 16. 2 office shelving units
 - 17. 1 internet service
 - 18. All Walkerton Capitals uniforms, memorabilia.
 - 19. 1 Standup desk used for announcer station
- c) The Club will be responsible for repairs resulting from the removal of these items, and for any damage or wear and tear to these resulting from normal use, abuse or vandalism.
- d) The Municipality acknowledges that fixtures, specifically two shower stalls, a toilet, steel roofing and 626 sq feet of rubber flooring, were installed in the Arena by the Club in 2023 with an approximate installation cost of \$8,000.00. The parties agree that, in the event this Agreement is terminated, Brockton shall pay the Club an amount for these amenities on a depreciating basis of \$2,000.00 each year from 2023 until the end of the Term of this Agreement. At the end of the Term of this Agreement these fixtures shall remain the sole property of the Municipality.
- e) The Club will be responsible for performing regular custodial within this area and shall keep the area in a state of reasonable cleanliness. The Club shall request cleaning duties, maintenance or repairs within these areas to be communicated to the Facility and Parks Supervisor.
- f) The Club will ensure after-hours laundry facility access for the purposes of completing laundry is done by Club executive members or team personnel only; and further that executive members or team personnel, when accessed after hours, ensure when vacating the area that it is secured;

- g) The Club executive members or team personnel will be provided access code to Walkerton Capitals Jr.C Equipment Storage Area, Storage and Office upon receiving signed Walkerton Capitals Keypad Acknowledgement Waiver.
- h) The Club will be responsible for securing and maintaining appropriate insurance for the chattels described above.
- i) The Permitted Areas shall be returned to the Municipality at the conclusion of this Agreement in the same condition. The Municipality reserves the right to complete an inspection report in respect of the Permitted Areas at the commencement and termination of this Agreement. The Club agrees to leave the facility in a clean and tidy condition acceptable to the Municipality in its sole and absolute discretion and the failure of the Club to do so shall result in the Club paying to the Municipality any costs which may be incurred in restoring the Permitted Areas

The Corporation of the Municipality of Brockton (“Municipality”)

- a) Maintain total value replacement fire and liability insurance;
- b) Pay all utilities (hydro, water, gas);
- c) Provide room security from unauthorized persons;
- d) Perform regular custodial and maintenance during times when Club removable property is not occupying space.

3. Ice Rental and Facility Use Terms

- a) All ice rentals must be in accordance with By-Law 2024-058 Ice Allocation Policy and the Facility Ice User Guide, or any successor or amended by-law enacted by Council of the Municipality of Brockton.
- b) All ice rental details or alterations must be completed through the Municipality’s designated staff person, with no time trading or bookings to occur between the Club and other user groups;
- c) Hours scheduled will be strictly adhered to in an effort to maintain a consistent and efficient ice-time operation; thus, the Club will be expected to vacate the ice surface at the scheduled time, regardless of encountered time delays. Should extenuating circumstances occur to cause a delayed ice schedule, the resulting rental completion time will be at the discretion of the Municipality;
- d) The Municipality, through personnel, reserves the right to stipulate to the Club the amount of ice time required for the game lengths stipulated by the Ontario Hockey Association;
- e) Rental cancellations by the Club shall be in accordance with By-Law 2024-058 Ice Allocation Policy, or any successor or amended by-law enacted by Council of the Municipality of Brockton.
- f) Club events resulting in additional staffing costs for the Municipality without increasing facility revenues, shall be subject to the said additional staff costs;
- g) Current season and special event ice requests shall be administered in the following manner:
 - I. Club requests must be submitted to the Municipality by the date indicated by the Facility Ice User Guide;
 - II. All available facility use dates shall be confirmed by the Municipality to the Club prior to August each year; the Club's ice rental permit shall be signed and returned to the Municipality by the Club prior to September each year,

to ensure the Club, of the ice-time indicated;

- III. Special event requests shall be governed by the Municipalities policies and standard booking procedures and will be defined as any event that is not a regular season game or playoff game including theme game day, party, dance, visits with players;
- h) The Municipality reserves the right to alter the Club's ice schedule throughout the season due to considerations such as play-off dates, major attractions, service interruptions due to repairs or maintenance or special events;
- i) The Club is responsible for spectators attending their events; including admission, conduct and control. The level of security required shall be determined by the Municipal Alcohol Policy following communication with the Club. All security costs incurred shall be the responsibility of the Club. In the event that a patron or spectator is alleged to be in contravention of the Municipality's RZone Policy, the Municipality shall be responsible for initiating and carrying out all procedures and enforcement actions in accordance with the provisions and procedures set out in said Policy.
- j) All requests for auxiliary facility services must be arranged well in advance of the event with the designated municipal staff person (i.e. tables, chairs, music, P.A. system, on ice ceremonies that require carpet for ice, etc.);
- k) All Parks and Recreation office areas are restricted from access and all lobby/foyer arrangements will be mutually approved by the Club and Municipality, (including admissions, souvenir sales, food/beverage services, draw tickets/lottery sales, sponsor recognition, etc.). The Municipality agrees to honour any existing arrangements or commitments for such sales or services that were validly established with the Club prior to the effective date of this Agreement
- l) The Club is advised that only facility liability insurance is provided under the municipal policy;
- m) In consideration of the safety regulations during operation of the ice re-surfacer, the Club agrees to remain off the ice until the entire re-surfacing has been completed and ice re-surfacer access doors are closed. This includes games and practice bookings;
- n) All ice re-surfacing (floods) will be solely at the discretion of the Municipality through personnel, not the Club. This policy will be in effect for both practice times and games. The club can request flood scheduling changes prior to rental communicated to t Facility and Parks Supervisor;
- o) The Club shall rent facilities from the Municipality in accordance with the following schedule:
 - I. Exhibition, Regular Season & Playoffs prior to April 01 Annually
 - a. Ice time at the adult rate per hour ice rate for games and practices. Less applicable Council approved discounts;
 - b. Auditorium Room for the purpose of Blueline Club operation for Exhibition, Regular Season game or Playoff game at Blueline Club- 1 hour prior to game time and two hours after game time Ice and Auditorium Rental Rate.
 - c. Rates are exclusive of applicable taxes and subject to change in accordance with Municipal Fee's and Rates Bylaws;
 - d. Blueline Club events to be hosted in the auditorium room for

regular season game dates must be confirmed by August 1st. When notice of intent to cancel auditorium room booking is received by the Municipal designated staff with 60 days or more notice, no financial responsibilities shall exist excluding any cancellations due to weather or league cancellations.

- e. Blueline Club events to be hosted in the auditorium room for playoff game dates may be booked upon confirmation of the Club's playoff schedule;
- f. Auditorium Room use for all other events will be subject to regular rates as of the date of the event;
- g. The Municipality reserves the rights to all food and beverage sales, excluding items restricted to the Blueline Club, at the discretion of the Municipality. Food and beverage menu items to be approved by Facility and Parks Coordinator prior to start of Season.

II. Playoffs

- a. Ice time at adult ice rate for both games and practices; spring ice rates apply April 1st
- b. Auditorium Room for the purpose of Blueline Club operation for game at Blueline Club- 1 hour prior to game time and two hours after game time Ice and Auditorium Rental Rate, comply with Municipal Alcohol Policy including determining security requirements;
- c. Blueline Club events to be hosted in the auditorium room for Playoff game dates may be booked upon confirmation of the Club's playoff schedule;
- d. Auditorium Room use for all other events will be subject to regular rates as of the date of the event;
- e. The Municipality reserves the rights to all food and beverage sales, excluding items restricted to the Blueline Club, at the discretion of the Municipality. Food and beverage menu items to be approved by Facility and Parks Coordinator prior to April 1;
- f. Playoff ice surface requirements beyond May 1st shall be subject to further agreement negotiations, prior to April 1st of the respective playoff season.

4. Facility Advertising Terms

The Club shall:

- a) Any development plans to further augment or install sponsorship signage is to be presented and approved by the Director of Community Services prior to entering into third party sponsorship agreements;
- b) Be responsible for event advertising;
- c) Comply with the Municipality of Brockton's Sponsorship Guidelines and Procedures.

The Municipality shall be responsible for wall panel sponsorship and installation.

5. Insurance Requirements

The Club shall obtain, at the Club's expense, liability insurance covering the Corporation and the Club with limits of not less than Five Million Dollars (\$5,000,000.00) inclusive, for injuries to or death of persons or damage to the property. The Club shall provide the Municipality with a certificate of insurance confirming that the insurance required by this paragraph is in place prior to ice use commencing.

6. Liquor Liability

- a) If the Club will be supplying alcoholic beverages, the Club's liability insurance shall include host liquor liability coverage;
- b) If the Club intends to sell alcohol, the Club must have and comply with a valid liquor license and maintain alcohol liability insurance covering the sale of alcohol;
- c) The Club must abide by the Municipal Alcohol Policy and all that it outlines and entails as requirements.

7. Indemnity to the Municipality

The Club agrees to indemnify the Municipality from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Municipality shall or may become liable or suffer by reason or any breach, violation or non-performance by the Club or any covenant of proviso hereof, or by reason of any injury or death occasioned to or suffered by any person or persons or any property through any act, neglect or default by the Club or any of its agents or employees; such indemnification in respect of any such breach, violation, or non-performance, damage to property, injury or death occurring during the term of this agreement, shall survive any termination of this agreement, anything in this lease to the contrary notwithstanding.

8. Code of Conduct

- a) The Club is responsible for the discipline of its club, group members, invitees' guests, volunteers, employees, and players. The Club will not permit any activity which will or may cause a nuisance, annoyance, inconvenience or damage to the Arena or the Municipality's reputation;
- b) The Club and its respective members shall abide by the R-Zone Policy adopted by the Municipality.

9. General Terms

- a) The Municipality shall communicate with the Club regarding playoff date arrangements and the Club shall have first refusal privileges for Friday nights, from February 1st to end of season. Should the Club wish to hold a specific date for a potential playoff game, the Club shall be deemed to have booked the said date and be subject to all rental fees whether utilized or not;
- b) Regular season game time minimums shall be 2.5 hours, including warm up time. Actual time used for all playoff games shall be invoiced;
- c) The Club's failure to abide by the agreed stipulations included within this Agreement, as verified by the following signees may result in forfeiting current and/or future rentals at the Arena;
- d) If any provisions of this Agreement is found to be invalid or unenforceable, the

remaining provisions shall continue in full force and effect.

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IN WITNESS WHEREOF THE MUNICIPALITY AND THE CLUB HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 2025.

WALKERTON CAPITALS JR. C. HOCKEY INC.

Per:

Name:

Title:

Name:

Title:

We have the authority to bind the corporation.

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

Per:

Name: Chris Peabody

Title: Mayor

Name: Fiona Hamilton

Title: Director of Legislative and Legal Services (Clerk)

We have the authority to bind the corporation.