

The Corporation of the Municipality of Brockton



By-Law 2025-087

Being a By-Law to Authorize the Signing of a Memorandum of Understanding Agreement With Walkerton Agricultural Society and Walkerton Minor Hockey Association for the Purposes of Providing Community Minor Hockey Programming.

Whereas the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its council;

And Whereas the *Municipal Act, 2001, 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, the Walkerton Agricultural Society and the Walkerton Minor Hockey Association wish to cooperate in the provision of community minor hockey programming ;

And Whereas the Walkerton Minor Hockey Association require the use of facilities owned by the Corporation of the Municipality of Brockton and the Walkerton Agricultural Society;

And Whereas the Council of the Corporation of the Municipality of Brockton deems it expedient to enter into an agreement for this purpose;

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 a memorandum of understanding with the Walkerton Agricultural Society and the Walkerton Minor Hockey Association, 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 between the Corporation of the Municipality of Brockton and the Walkerton Agricultural Society and the Walkerton Minor Hockey Association 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 "Walkerton Agricultural Society and Walkerton Minor Hockey Ice Surface Agreement By-Law".

Read, Enacted, Signed and Sealed this 4th day of November, 2025.

Mayor – Chris Peabody

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

Memorandum of Understanding

Made this ___ day of _____, 2025

Between:

The Corporation of the Municipality of Brockton (the "Municipality")

And:

Walkerton Agricultural Society (the "Ag. Society")

And:

Walkerton Minor Hockey Association (the "WMHA")

Term

The term of this Agreement shall commence upon execution and shall terminate on April 30, 2026, unless otherwise extended or renewed by the Parties in writing.

Recitals

Whereas the Municipality, the Ag. Society, and the WMHA wish to cooperate in the provision of community minor hockey programming;

And Whereas WMHA requires the use of facilities owned by the Municipality and the Ag. Society;

Now Therefore, the Parties agree as follows:

1. Municipality Obligations

- a) Shall perform flooding and edging of the ice surface for up to twenty-five (25) hours per week, at the sole and absolute discretion of the Municipality and to a standard that the Municipality, in its sole discretion, deems appropriate.
- b) Shall operate the WMHA owned Ice Resurfacer at the cost to the WMHA for floods to be done approximately three (3) times per day, or as appropriate in the sole and absolute discretion of the Municipality.
- c) Shall refrain from flooding, edging, or otherwise operating the ice resurfacer if, in the Municipality's sole discretion, the equipment provided by WMHA is not in good working order or is unsafe for operation.
- d) Shall have no responsibility or liability for the repair, maintenance, or upkeep of WMHA equipment, which shall remain the sole obligation of the WMHA.

- e) Shall submit invoices to the WMHA for propane use, snow removal, hydro costs, and blade sharpening, all of which shall be payable by WMHA within thirty (30) days of invoice.
- f) Shall only provide services under this Agreement to the extent municipal resources allow and in a manner consistent with the Municipality's operational and strategic priorities.
- g) Shall provide general custodial duties including garbage removal, sweeping floors and washroom cleaning as routine and in the normal course for the Municipality and to a standard deemed appropriate in the sole and absolute discretion of the Municipality.
- h) Shall provide snow removal from the sidewalks of the entrances and exits only to the building owned by the Ag. Society.
- i) The Municipality shall complete an inspection of the ice surface prior to completing any ice resurfacing and reserve and retains the right to refrain from completing a flood or operating the ice resurfacer if conditions are not favourable.

2. Walkerton Agricultural Society Obligations

The Ag. Society shall make available Agricultural Building 3 ("Horse Palace") for WMHA ice rentals at a rate to be negotiated between the Ag. Society and WMHA and shall expressly permit and authorize the Municipality's employees to enter onto the premises for the purpose of the actions described in Section 1 above.

3. WMHA Obligations

- a) Shall be solely responsible for all upkeep, repair, and safe operation of all equipment provided by WMHA, including the ice resurfacer and associated equipment.
- b) Shall provide to the Municipality's Parks and Recreation Supervisor a complete schedule of requested staff hours and ice times by November 1 of each year.
- c) Shall pay for the cost of all the Municipality's staff time at the rate established under By-Law 2024-070 (currently \$45.86/hour) and all other invoiced costs as described in Section 1(d).
- d) Shall be solely responsible for all repairs and maintenance of the ice and associated equipment, except as expressly provided herein.
- e) Shall adopt and obey all advice and guidelines provided by the Municipality to the WMHA related to ice refrigeration systems to ensure safety for all parties involved.
- f) Shall follow all booking procedures of the Ag. Society and the Municipality as may be required from time to time.

- g) Shall ensure all activities are adequately and properly supervised by qualified representatives to ensure that all necessary health and safety precautions have been adopted and maintained;
- h) Shall be responsible to the Ag. Society for any damage that may occur to the Horse Palace.

4. Insurance and Indemnity

- a) Each Party shall maintain insurance coverage for its respective property, operations, and activities, with minimum general liability limits of not less than \$5,000,000 per occurrence.
- b) The WMHA and the Ag. Society shall indemnify, defend, and hold harmless the Municipality, its officers, councillors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, or expenses (including legal fees) arising from or related to their operations, use of the Facility, or this Agreement.
- c) The Municipality shall not be held liable or responsible for any reason or cause whatsoever, including but not limited to equipment malfunction, scheduling, cancellation, facility conditions, or any other matter arising from the performance or non-performance of this Agreement.

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5. General Provisions

- 1) This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same Agreement.
- 2) If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 3) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF, the Parties have executed this Agreement under the hands of their duly authorized officers.

The Corporation of the Municipality of Brockton

Per: _____

Chris Peabody, Mayor

Per: _____

Fiona Hamilton, Clerk

Walkerton Agricultural Society

Per: _____

Walkerton Minor Hockey Association

Per: _____