

The Corporation of the Municipality of Brockton

By-Law 2016-042

Being A By-Law To Authorize A Memorandum Of Understanding With Twice The Ice.


Whereas the Municipality of Brockton is the owner of ice maintenance equipment, known as the Zamboni.

And Whereas the Twice the Ice Volunteer Committee require the use of the Zamboni to be used for the maintenance of the ice pad created and maintained under their supervision and outlined in Schedule "A" attached hereto.

Now Therefore The Council Of The Corporation Of The Municipality Of Brockton Enacts As Follows:

1. That the Corporation of the Municipality of Brockton enters into a Memorandum of Understanding with Twice the Ice as outlined in Schedule "A" attached hereto and forming part of this by-law.
2. That the Mayor and CAO/Clerk are hereby authorized on behalf of the Corporation to execute this agreement as well as any other related documents.

Read, Enacted, Signed and Sealed this 20th Day of June, 2016.



Mayor – David Inglis



CAO/Clerk – Debra Roth

Memorandum of Understanding made this 20 day of June, 2016

Between

The Corporation of the Municipality of Brockton
(hereinafter referred to as the Corporation)

AND

Twice the Ice

The term of this Memorandum of Understanding (MOU) agreement shall commence the 1st day of April 2016 and shall be completed on the last day of March, 2019

Whereas the Corporation and Twice the Ice are entering into this MOU for the purpose of providing equipment (Zamboni) owned by the Corporation to be used for ice maintenance of the ice pad created and maintained under the mandate and supervision of the Twice the Ice Volunteer Committee located at the Walkerton Agricultural Building # 3 from 1st day of April 2016 to the last day of March, 2019

And whereas, it is hereby acknowledged the parties hereto agree as follows:

1. The Corporation shall

- a. Make available the existing 2002, Model 440 Zamboni Ice resurfacing equipment in current condition for use only for ice located in building # 3 owned by the Walkerton Agricultural Society
- b. Provide assistance and guidance to Twice the Ice volunteers and staff as to the necessary daily and monthly maintenance requirements of the equipment
- c. Provide the aforementioned equipment for a fee of \$1.00 excluding any costs associated with any necessary remedial or maintenance requirements, or fuel associated with the use of the equipment
- d. Provide propane for the Zamboni to be billed back to Twice the Ice as required
- e. Provide hydro to be billed back to Twice the Ice

2. The Twice the Ice Committee shall

- a. Provide proof of Third party Liability and Accident insurance in an amount no less than \$ 2,000,000.00 naming the Corporation as co-insured

- b. Provide the Corporation with availability and use of the Zamboni for use at the Walkerton Community center in the case of emergency or if requested otherwise
- c. Not sub-lease, lend out, or provide for the use of the Zamboni to any third parties
- d. Be responsible for scheduled maintenance and repairs to ensure the equipment in a state of good repair, including but not limited to costs for parts, labour and fuel, blade sharpening or replacement
- e. Ensure operators are efficiently trained with demonstrated competency in the operation of the Zamboni
- f. Provide off season storage facilities for the Zamboni at the expense of Twice the Ice
- g. Understand that all available ice at the Walkerton Community Center is utilized and exhausted at the discretion of the Director of Recreation and Facilities prior to ice being rented or used at the Walkerton Horse Palace
- h. Adhere to all municipal, provincial, or federal by-laws and regulations including but not limited to the Occupational Health and Safety Act and Ministry of Labour with regard to the operation of the Zamboni

This MOU shall be binding on Twice the Ice and Walkerton Community Center their successor's administrators and assigns.

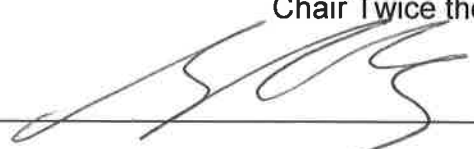
THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

Per: 
Mayor, David Inglis

Per: 
CAO/Clerk, Debra Roth

We have the Authority to bind the Corporation

Glenn Lang,
Chair Twice the Ice

Per: 
I have the authority to bind the Committee