

# The Corporation of the Municipality of Brockton



## By-Law 2021-057

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### Being a By-Law to Authorize the Signing of a Memorandum of Understanding Between the Corporation of the Municipality of Brockton and the Walkerton Agricultural Society for the Purpose of Offering Community Programs and Storage Areas

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**Whereas** The Council for the Corporation of the Municipality of Brockton deems it expedient to enter into an Memorandum of Understanding with the Walkerton Agricultural Society for the purpose of offering community programs and storage areas respectively;

**And Whereas** the parties require access to facilities owned by the other to accomplish this goal;

**And Whereas** the Municipality of Brockton and the Walkerton Agricultural Society wish to enter in to an agreement outlining the responsibilities of each party as outlined in Schedule "A" attached hereto.

**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 enters into a Memorandum of Understanding with the Walkerton Agricultural Society as outlined in "Schedule A" attached hereto and forming part of this By-Law;
- 2.0 That the Mayor and Clerk are hereby authorized on behalf of the Corporation of the Municipality of Brockton to sign the Memorandum of Understanding as well as any other related documents.
- 3.0 That By-Law 2017-040 be hereby rescinded.
- 4.0 This By-Law shall come into full force and effect upon final passage.
- 5.0 This By-Law may be cited as the "Walkerton Agricultural Society Memorandum of Understanding By-Law".

**Read, Enacted, Signed and Sealed this 27th day of April, 2021.**

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Mayor – Chris Peabody

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Clerk – Fiona Hamilton

**Schedule "A" to By-Law 2021-057**

**Memorandum of Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**Between:**

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

**And**

**Walkerton Agricultural Society (hereinafter called the "Ag Society")**

The term of this agreement shall commence as of the 1<sup>st</sup> day of January 2021 and shall be completed on the 31<sup>st</sup> day of December 2024.

Whereas the Municipality and the Ag Society are entering into this agreement for the purpose of offering community programs and storage areas 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' ball diamonds, community centre auditorium and surrounding parking lot surface located at the Walkerton Community Centre to the Ag Society for the weekend of the Walkerton Little Royal Fair. The Ag Society will provide the Municipality with the date of the Walkerton Little Royal Fair at least four (4) months in advance to avoid other large events being booked at that time.
- b) Shall provide the surrounding parking lot and ball diamonds for functions organized by the Ag Society during the summer, example the annual car show, provided these areas were not previously rented by other parties.
- c) Shall accommodate the Ag Society when the Ag Society buildings are rented by removing items, etc. to allow for the events to occur unimpeded.
- d) 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 the Ag Society use.
- e) Shall provide tables and chairs to the Ag Society on request free of charge.
- f) Shall rent and pay the rate at the time of rental, for space used for winter storage. The rental fee to be charged shall be \$160.00 for 16 ft minimum in length of storage (with \$10.00 per foot thereafter) taxes included, for the months of December to April, to be amended from Ag Society from time to time with prior notice to the Municipality.

**2. The Ag Society:**

- a) Shall provide Building #3 (1<sup>st</sup> building east of the Community Centre/Arena) free of charge excluding any costs associated with custodial/maintenance, hydro costs for fixed yearly summer agreed period, special equipment needs or instructional materials incurred as a result of the Municipality's use.

**3. The Municipality and the Ag Society.**

- 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 meet annually to review this agreement.
- e) Shall provide and keep in force general liability insurance in an amount of not less than two (2) 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.

This agreement shall be binding on the Ag Society and the Municipality of Brockton, their successors, administrators and assigns.

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

**The Corporation of the Municipality of Brockton**

Per: \_\_\_\_\_  
*Mayor – Chris Peabody*

Per: \_\_\_\_\_  
*Clerk – Fiona Hamilton*

Date: \_\_\_\_\_

**Walkerton Agricultural Society**

President: \_\_\_\_\_  
*Sandy Droefke*

Secretary: \_\_\_\_\_  
*Marg Dennie*

Date: \_\_\_\_\_