THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

BY-LAW NUMBER 3-2012

A By-Law to Authorize the Mayor and Clerk to Sign an Agreement with Sauble Sandpipers Inc.

WHEREAS Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that Section 8 shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

AND WHEREAS Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Town deems it desirable to revise the existing agreement with the Sauble Sandpipers Inc. and enter into a new agreement.

NOW THEREFORE THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA ENACTS AS FOLLOWS:

1. THAT the Mayor and Clerk are hereby authorized to sign an agreement with Sauble Sandpipers Inc.

2. THAT the agreement referred to herein shall be attached hereto and form part of this by-law.

3. THAT this by-law shall become effective upon the date of its passage.

4. THAT any by-law inconsistent with this by-law is hereby rescinded.

READ a FIRST and SECOND time this 3rd day of January, 2012.

[Signatures]

READ a THIRD time and FINALLY PASSED this 3rd day of January, 2012.

[Signatures]
THIS AGREEMENT made this 3rd day of January, 2012

BETWEEN:

SAUBLE SANDPIPERS INC.

hereinafter called the “Club”

- and -

THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

hereinafter called the “Town”

WHEREAS the Club has actively participated in the establishment of the Sauble Beach Community Centre since its inception and this participation has included the exclusive use of certain portions of the facility for Club activities at pre-determined days and times in recognition of their rental fees as one of the major users of the facility.

AND WHEREAS the Town recognizes that this participation contributes towards a steady source of funds to defray operating costs and improves the accessibility of the public-at-large to the facility.

AND WHEREAS both parties feel it appropriate to enter this agreement to establish some of the basic principles of their working relationships. This agreement will supersede all previous agreements.

AND WHEREAS an addition was made to the Community Centre building in part through a contribution from the Club and the renovation of the major washrooms was 40-50% paid for by the Club which benefits all those who use the Community Centre.

The Parties hereto therefore mutually covenant, promise and agree with each other as follows.

1. That the reference herein to the Community Centre Rooms shall be referenced as Huron, Sauble, Bruce, Amabel, Kitchen, Coat, Games, Sandpiper office, Sandpiper storage and a pantry area in the kitchen for the Sandpipers to store their supplies.

2. a) That the Sauble and Huron Rooms, along with the kitchen be available Mondays from 9:00 a.m. to 11:00 p.m., Wednesdays and Fridays from 9:00 a.m. to 4:00 p.m., except if the kitchen is required for a rental.

b) That the Sauble Room be available the last Tuesday of each month including the kitchen for community charitable activities 8:00 a.m. to 1:00 p.m.

c) That the Bruce Room be available Monday from 9:00 a.m. to 11:00 p.m. and Wednesday’s from 9:00 a.m. to 4:00 p.m.
d) That the Amabel room be available every Monday from 9:00 a.m. to 6:00 p.m. and Wednesday from 9:00 a.m. to 4:00 p.m.

e) That the Games room be available every Monday and Wednesday from 9:00 a.m. to 4:00 p.m. and Friday from 1:00 p.m. to 4:00 p.m.

f) The Club, in the past has used the Amabel room for bid euchre, bridge and their Christmas party after 6:00 p.m. approximately six to eight times per year. The Town, for a number of years, has had a renter for line dancing between 7-10 p.m. on Monday evenings. The Club will be entitled to use of the Amabel room, to a maximum of 8 times per year, for these other events after 6:00 p.m. on Monday upon providing the Town with a summary of the events at the beginning of each year. The line dance renter will therefore be given notice of these events and will be offered Tuesday evenings in place of the specific days.

The Club will also be allowed the use of the Amabel Room, Kitchen and the Bar as required for the following:
1) The third Saturday of October (Bar & Kitchen)
2) The first Saturday of November (Kitchen)
3) The 31st day of December (Bar and Kitchen)

g) For July and August the Club will pay normal rental fees for the use of the Amabel room.

h) Uses by the Club for special occasions requiring time in excess of those set out above may be negotiated with the Town.

3. The Town may supersede the Club’s exclusive use of all rooms. To do so the Town shall advise the Club of the Rooms needed one month prior to the date of the proposed use of the Club’s time. A shorter period of notification may be approved subject to a mutual agreement of the parties hereto. The Town will attempt to cause the least interference with Sandpiper programming wherever possible.

4. The parties hereto, may by mutual consent, agree to uses occurring within the Club’s hours of uses as set out in Clause 2. However, in the event of a conflict between the parties as to which ought to use the facilities as set out in Number 2 and 3 above the Town shall have the final determination.

5. The use of the Kitchen facilities shall be available to the Club during the hours as set out in Number 2a above. That use however, may be superseded by the Town at any time should they have events occurring which require the availability of the kitchen. If possible the kitchen may be shared by both users.

6. The original purchase price and replacement costs of furnishings and capital equipment required exclusively by either party shall be paid for by the party requiring same
however; its future use shall be at the discretion of the Town.

The Town reserves the right to approve the future replacement or addition of furniture and capital equipment for the Community Centre rooms, subsequent to their establishment pursuant to this agreement. Each party shall have the right to not participate in future purchases of furnishings and capital equipment which are not a part of the facility as completed pursuant to this agreement.

7. Reports of vandalism, unusual occurrence or accidents resulting from the Club’s use of the facilities shall be filled out by a designated representative of the Club and submitted to the Community Centre Custodian within a reasonable time of such occurrence.

8. The Club shall indemnify the Town against any and all demand, claims, damages, and actions, or causes of actions with respect to third party liability which may arise out of the Club’s use of the lands or premises and shall name the Town as an additional insured on their insurance policy.

9. The Town and the Club shall each designate a person to carry out an annual review of the matters contained in this agreement and the operation pursuant to this agreement. Such review to be carried out on or prior to July 1st of each year and recommendations, if any, re proposed alterations to this agreement shall be made to the parties hereto.

Any alteration of the matters herein shall, in any event, require the approval of both parties hereto.

10. Subject to the review referred to in Clause 9, the club shall pay a monthly rental fee of $450.00 plus applicable taxes to the Town in recognition of the special arrangements herein, and their continued support of the Community Centre operation.

11. The Club is entitled to use of storage space in the storage facility as negotiated with the manager and in any event will not be less than an area equal to 16' by 16'.

12. Subletting of the space by the Club is strictly prohibited.

13. The Sauble Beach Community Centre is the Town’s Evacuation Centre and if required in the case of an emergency takes precedent over all other uses or leases.

14. That this agreement shall come into effect on the date it is duly executed by both parties. This agreement shall remain in full force and effect for a period of three (3) years from its effective date. Should either the Club or the Town wish a review of this agreement, they shall request same in writing at least two months prior to the anniversary date. The anniversary date being the date as set out in the first sentence of this Clause.

IN WITNESS WHEREOF the proper signing authorities of the parties hereto have hereunto set their hands and seals.
SIGNED, SEALED AND DELIVERED
in the presence of

Witness

PRESIDENT SAUBLE SANDPIPERS INC.

THE CORPORATION OF THE TOWN OF
SOUTH BRUCE PENINSULA

Per:

John Close (Mayor)

Witness

Angela Cathrae (Clerk)