THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

BY-LAW NUMBER 49-2012

Being a By-Law to Authorize the Mayor and Clerk to Sign a Memorandum of Understanding with Gateway Haven (County of Bruce) for the Use of Town Facilities as Interim Staging Sites

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 of South Bruce Peninsula owns and operates the Wiarton & District Arena and Sauble Beach Community Centre;

AND WHEREAS Gateway Haven requires the use of Town facilities in the event that an emergency occurs at their facility;

AND WHEREAS the Town deems it expedient to enter into a Memorandum of Understanding with Gateway Haven (County of Bruce) to use the Town facilities as interim staging sites.

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

1) THAT the Mayor and Clerk are hereby authorized to sign the Memorandum of Understanding with Gateway Haven (County of Bruce) for use of Town facilities as interim staging sites.

2) THAT the Memorandum of Understanding as referred to herein shall be attached hereto and form part of this by-law.
READ a FIRST and SECOND time this 3rd day of April, 2012.

[Signature]

MAYOR

[Signature]

CLERK

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

[Signature]

MAYOR

[Signature]

CLERK
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made this 3rd day of April, 2012

BETWEEN

GATEWAY HAVEN (THE COUNTY OF BRUCE)
hereinafter referred to as “Gateway Haven” of the first part

and

THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA
(hereinafter referred to as the “Town” of the second part)

WHEREAS the Town owns and operates the facility known as the Wiarton & District Arena, located at 526 Taylor Street, Wiarton, Town of South Bruce Peninsula;

AND WHEREAS the Town owns and operates the facilities known as the Sauble Beach Community Centre, located at 33 Community Centre Drive, Sauble Beach, Town of South Bruce Peninsula;

AND WHEREAS Gateway Haven is a long term care facility owned and operated by the County of Bruce and located at 671 Frank Street, Wiarton, Town of South Bruce Peninsula;

AND WHEREAS in the event of an emergency as outlined in the Emergency Response Plan for Gateway Haven, a facility is required to serve as an interim staging site;

AND WHEREAS Gateway Haven desires to use the facilities owned and operated by the Town on the terms and conditions set forth herein;

NOW THEREFORE in consideration of the covenants set forth herein, the parties agree as follows:

1. Use of Facilities

1.1 During the term of this Memorandum of Understanding, Gateway Haven may ask the Town to allow Gateway Haven to use the facilities owned and operated by the Town for an undetermined period of time to be used as an interim staging site for residents of Gateway Haven. The Town agrees to consider Gateway Haven’s request.

1.2 If the Town determines that the facilities are suitable to satisfy Gateway Haven’s request, the Town shall allow Gateway Haven to use the facilities at those times and for those purposes agreed to in writing by the Town and Gateway Haven as more fully described in Section 6 hereof. The Town will dispense of the usual rental fees and Gateway Haven may use the facilities at no cost.

Memorandum of Understanding, Gateway Haven (County of Bruce)
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1.3 It is hereby agreed by the parties hereto that the Town reserves the right to deny the request of Gateway Haven to use the facilities if the facilities are previously committed (pre-scheduled rentals) or if the facilities are undergoing maintenance, inspections or construction. Where the Town must deny the request to use the facilities, it is agreed that Gateway Haven will save the Town harmless from any responsibility or liability. The Town will not be responsible for providing or locating suitable accommodations for Gateway Haven.

2. **Control and Maintenance of the Facilities**

2.1 At all times, the facilities shall remain under the control of the Town. At the conclusion of the period of use by Gateway Haven, Gateway Haven shall return the facilities to the same condition they were in prior to use by Gateway Haven.

2.2 Gateway Haven will provide staffing and volunteers as appropriate to care for the residents which are relocated to the Town facilities. Gateway Haven will make arrangements for food, water, cots, blankets, health care and any other items which may be required by the residents. At all times, Gateway Haven will attend to the needs of the residents relocated to the facilities.

2.3 Coordination and operation of the facilities by Gateway Haven shall not be considered as control of the facilities as outlined in clause 2.1 above.

3. **Liability**

3.1 Gateway Haven shall be responsible for any damages to the facilities and losses arising from Gateway Haven’s actions or inactions at the facilities except as may be imposed by applicable law.

3.2 It is agreed that all workers and or employees who represent Gateway Haven, the County of Bruce, and the Town of South Bruce Peninsula shall be deemed to be employees of the respective organizations and shall be so covered for the purposes of compensation, wages, Occupational Health and Safety and WSIB and other applicable legislated regulations, as the case may be.

4. **Term**

4.1 This Memorandum of Understanding shall remain in force for five (5) years from the date of execution of all parties and as set forth herein.

4.2 Cancellation of this agreement shall be communicated in writing one party to the other by giving sixty (60) days prior notice.

4.3 Gateway Haven and the Town agree that all covenants and conditions contained in this Memorandum of Understanding shall be severable, and that should any covenant or condition be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Memorandum of Understanding shall remain valid and not terminate thereby.
5. **Specific Use of Facilities**

5.1 The facilities may be used in the event of an emergency at Gateway Haven. The use shall be for an interim staging site.

5.2 Gateway Haven shall have full use of the available rooms and areas at the facilities.

5.3 Dependant upon the situation, the facilities may be required for use as a warming center, a dining center, an interim relocation centre or a refuge center. All of these functions will be considered to be “interim staging”. It is not possible to know the period of time that the facilities would be required however, once permission has been given by the Town to Gateway Haven for the use of the facilities, the facilities shall remain in use until such time as it is determined by Gateway Haven that the facilities are no longer required for use as an interim staging site.

5.4 When requested, the Town shall furnish to Gateway Haven any information regarding compliance with Building Code, Fire Code or any other applicable acts or laws. It shall be the sole responsibility of the Town to ensure compliance with applicable laws.

5.5 With the exception of items which are permanent fixtures of the facilities, Gateway Haven acknowledges that any items required to operate the facilities as an interim staging site will be provided by Gateway Haven or its agents or assigns.

6. **Notices**

Any notice required or permitted to be given pursuant to this Memorandum of Understanding shall be in writing and delivered to the following persons at the indicated addresses:

6.1 The Town of South Bruce Peninsula

    CAO  
    Town of South Bruce Peninsula  
    315 George Street, PO Box 310  
    Wiarton ON N0H 2T0

6.2 Gateway Haven

    Administrator  
    Gateway Haven  
    671 Frank Street, PO Box 10  
    Wiarton ON N0H 2T0
6.3 Either party may at any time, designate by written notice to the other party in accordance with the provisions of this Memorandum of Understanding a change in the above address or addresses, but such change shall be binding upon the party to whom it is sent only from and after the date of receipt by such party.

IN WITNESS WHEREOF the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives.

GATEWAY HAVEN (COUNTY OF BRUCE)

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I/we have the power to bind the corporation.

THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

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<th>John Close</th>
<th>Annette Robsen</th>
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