THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

BY-LAW NUMBER 89-2012

Being a By-Law to Authorize the Mayor and Clerk to
Sign a Memorandum of Understanding with the Sauble
Beach Chamber of Commerce

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 Sauble Beach Chamber of Commerce have previously operated
events at Sauble Beach and have approached the Town of South Bruce Peninsula for
monetary and in-kind support;

AND WHEREAS the Town of South Bruce Peninsula wishes to have the Sauble Beach
Chamber of Commerce operates specific events within Sauble Beach;

AND WHEREAS the Town of South Bruce Peninsula deems it expedient to provide
funds and outline the provision terms in a Memorandum of Understanding.

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 the Sauble Beach Chamber of Commerce.

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 19th day of June, 2012.

READ a THIRD time and FINALLY PASSED this 19th day of June, 2012.

[Signatures]

MAYOR

CLERK

[Signatures]

MAYOR

CLERK
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made this 19th day of June, 2012

BETWEEN

THE SAUBLE BEACH CHAMBER OF COMMERCE
(hereinafter referred to as the “Chamber” 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 Chamber has approached the Town with a request for monetary and in-kind assistance from the Town;

AND WHEREAS the Town deems it expedient and in the best interest of its inhabitants to make provisions to the Chamber and to outline the terms and conditions of said provisions in this Memorandum of Understanding to have the Chamber operate specific events as well as the Tourism Information Centre;

NOW THEREFORE in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Responsibility of the Chamber

1.1 It is hereby agreed that the Sauble Beach Chamber of Commerce shall be responsible for the events known as the Canada Day Celebration, the 24 Weeks of Summer and Winterfest.

1.2 It is also hereby agreed that the Sauble Beach Chamber of Commerce shall be responsible for the operation and staffing of the Sauble Beach Tourism Information Centre from no less than the beginning of June to the end of August of the current year.

1.3 Responsibility for the 24 Weeks of Summer shall include but not be limited to music nights, movie nights, Lobster ‘n Laughs, Volleyball Tournament, Sandfest and a fall event. The proposed Thanksgiving event shall be held in a sidewalk sale format and shall not take the form of a flea market.

1.4 Responsibility for the Canada Day Celebration shall include but not be limited to a fireworks celebration and other events as have been undertaken in the past with respect to this annual celebration.

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1.5 Responsibility for Winterfest shall include but not be limited to a parade, tree burning and other events as have been undertaken in the past with respect to this annual celebration.

1.6 Where the Chamber proposes to implement major changes which are not in keeping with past events, including cancellation of any event, the Chamber shall in a written format, give notice to the Town of such changes. Said notice shall be delivered to the Town not less than sixty (60) days prior to the event. The Town shall provide written approval or disapproval of the proposed changes within thirty (30) days of receipt of the written request.

1.7 The Chamber shall be solely responsible for obtaining all permits, licenses, and any other permission as shall be required for the events. The Chamber shall ensure strict compliance with all laws, by-laws, statutes, acts, regulations and policies.

1.8 Sauble Beach is subject to sensitive flora and fauna and is under the enforcement regulation known by the Town as the Dynamic Beach By-Law. This by-law will not automatically be waived for any event. The Chamber will request relief of this by-law through the Town’s Special Events Application.

1.9 The Chamber shall hold an insurance policy in a coverage amount of not less than two million dollars ($2,000,000) for each event and shall name the Town to be an additional insured on said insurance policy. A copy of the policy shall be furnished to the Town thirty (30) days prior to each event. The Chamber shall not make any change to or cancellation of the required insurance coverage without first providing notice to the Town.

1.11 Hydro usage will be metered and billed to the Chamber

2. Responsibility of the Town

2.1. The beach will be raked as part of the regular raking schedule to facilitate the Ontario Volleyball Tournament so long as it does not interfere with any Piping Plover habitat.

2.2. Barricades will be provided for approved road closures on roads under the jurisdiction of the Town. The Chamber must pick up the barricades on or before the business day prior to the event. Barricades must be returned to the Town in the same condition as when they were picked up. Barricades must be stored safely until they are returned to the Town within a timeframe acceptable to Town Memorandum of Understanding, Sauble Beach Chamber of Commerce 2012/13 Page 2 of 6
staff, in the same condition as when they were picked up. Barricades must be returned to the location as approved by the Town. The Town will not provide employees to drop off, set up, man, take down or transport the barricade.

3. Use of Facilities and other Products and Supplies

3.1. The Chamber shall book the facilities required to run the events by contacting the Recreation Programmer for the Town.

3.2. Rental contracts must be completed and executed by the Town and the Chamber for each facility required.

3.3. The Town will not waive the rental fee for any facility and as such, the Chamber will be invoiced in accordance with Town policies and such rentals will be subject to the requisite rental fee.

3.4. The use of other products and supplies, including but not being limited to hydro, the Town washroom trailer, tables or chairs will be subject to availability. The Chamber shall be invoiced at the regular rates as set out in the Town Fees By-Law.

3.5. The Chamber shall ensure that the event site(s) shall be returned to the Town in the same condition as found prior to the event.

4. Monetary Consideration

4.1. During the term of this Memorandum of Understanding, the Town will give to the Chamber, an amount of money not to exceed fifty thousand dollars ($50,000) in Canadian Funds to operate the events as specified in clause 1.1 and 1.2 of this agreement.

4.2. A holdback in an amount not to exceed five percent (5%) of the total funds will be held by the Town.

4.3. The funds, minus the holdback, will be disbursed on a monthly basis after submission of an expense report showing expenses (actuals to budget) have occurred in accordance with this agreement.

4.4. In the circumstance that the event(s) are cancelled or if funds have not been spent according to this agreement, the holdback will not be disbursed to the Chamber and funds disbursed to that date may be at risk of being recovered by the Town.

5. Reporting

5.1. The Chamber will provide to the Town a final report at the completion of each event. The report shall clearly outline details of the event, objectives met, benefits
to the community and a financial breakdown, including budget to actual comparisons. This report shall be received by the Town no later than thirty (30) days following the event.

5.2 Where reports are not received by the deadline, the Chamber will forfeit the release of the holdback.

5.3 The Town and Chamber will agree to discuss the report no later than thirty (30) days after the receipt of the report.

6. Release of Holdback

6.1 It is hereby agreed that the holdback amount shall be two thousand, five hundred dollars ($2,500).

6.2 The release of the holdback shall be subject to an inspection of the event sites by a representative of the Chamber and the Facilities Co-ordinator for the Town. The Chamber shall contact the Town not later than forty eight (48) hours following the event to conduct the site visit. Deficiencies shall be noted by both parties.

6.3 Until such time as all deficiencies are addressed and mutually agreed upon by both parties to be satisfied, the holdback shall be maintained by the Town.

6.4 If deficiencies remain unsatisfied and/or mutual agreement by both parties cannot be achieved within ninety (90) days of the event, the Chamber shall forfeit the holdback amount to the Town in any amount which shall be deemed sufficient to remedy the deficiency.

6.5 Where the holdback amount is of a value which is insufficient to satisfy the deficiency, the Town shall invoice the Chamber for any monetary shortfall.

6.6 Where all deficiencies have been remedied, the Manager of Financial Services shall release the holdback amount to the Chamber in accordance with the terms of this agreement.

7. Term

7.1 This Memorandum of Understanding shall remain in force and effect for one (1) year and shall have an effective date of June 19, 2012 and shall have a termination date of June 18, 2013.

7.2 It shall be understood that the Town wishes and expects that the Chamber will endeavor to run and provide events which are self-sustaining. This Memorandum of Understanding does not in any way bind the Town to any future monetary or in-kind gifts or grants nor does it commit the Town to provide in future years the level of grant funds provided herein.
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7.3. Notwithstanding the provisions contained herein, future requests by the Chamber for money or in-kind grants or donations must be communicated to the Town in accordance with the Town Grants and Donation Program.

7.4. Cancellation of this Memorandum of Understanding with cause shall be deemed to be immediate. Sufficient evidence of cause shall be required and may be called into question by a court of law. Misrepresentation of assets, liabilities, misuse of Town property, blatant disregard for public and private safety, acts contrary to law and gross negligence shall constitute reasons for termination with cause.

7.5. The Chamber 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.

8. Notices

8.1. 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:

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

The Sauble Beach Chamber of Commerce
President
Sauble Beach Chamber of Commerce
672 Main St, GD
Sauble Beach ON N0H 2G0

8.2. 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.

SAUBLE BEACH CHAMBER OF COMMERCE

Trevor Dykstra
Printed Name of Authorized Signing Officer
Signature of Authorized Signing Officer

Ann Casemore
Printed Name of Witness

Dale Robinson
Printed Name of Authorized Signing Officer
Signature of Authorized Signing Officer

Ann Casemore
Printed Name of Witness

I/we have the power to bind the corporation.

THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

John T. Close
Printed Name of Authorized Signing Officer
Signature of Authorized Signing Officer

Chris Thomas
Printed Name of Witness

Cherry Uprice
Printed Name of Authorized Signing Officer

Chris Thomas
Printed Name of Witness

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