THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

BY-LAW NUMBER 22-2013

Being a By-Law to Authorize Mayor and Clerk to Sign
a Reciprocal Agreement with Bluewater District School Board.

WHEREAS the Municipal Act, 2001 Section 9, as may be amended from time to time, confers 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 Council for the Town of South Bruce Peninsula did execute a reciprocal agreement with the Bluewater Board of Education in 2012 for the use of their athletic fields, ball diamonds, classrooms and gymnasium in Peninsula Shores District School and Hepworth Central Public School in return for the use of the Town’s athletic fields, ball diamonds, arena floor, tennis courts, trails, aquatic facilities, pavilions and ice surface;

AND WHEREAS the Corporation of the Town of South Bruce Peninsula is desirous of executing a new reciprocal agreement for a five-year period.

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 a reciprocal agreement with Bluewater Board of Education.

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

3. THAT this by-law shall come into full force and effect upon the final passing thereof.

4. THAT any by-law inconsistent with this by-law shall be hereby repealed.

READ a FIRST and SECOND time this 5th day of March, 2013.

[Signatures of Mayor and Clerk]

READ a THIRD time and FINALLY PASSED this 5th day of March, 2013.

[Signatures of Mayor and Clerk]
Memorandum of Agreement made this ___ day of _______, 2013

Between:

The Corporation of the The Town of South Bruce Peninsula  
(hereinafter called the “Municipality”)

AND

Bluewater District School Board  
(hereinafter called the “Board”)

The term of this agreement shall commence the ___ day of _______, 2013 and shall be completed on the 31st day of August, 2017.

Whereas the Municipality and the Board are entering into this agreement for the purpose of offering community recreation programs and educational leisure components 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’ athletic fields, ball diamonds, arena floor, tennis courts, trails, aquatic facilities, pavilions and ice surface to Board schools located in the Municipality for school sponsored activities held during the school day, as per availability. The school day shall be considered from 8:30 a.m. to 3:30 p.m. Use of facilities outside these hours is at the sole discretion of the Municipality.

   b) 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 Board’s use.

2. The Board:
   a) shall make available its athletic fields, ball diamond, classrooms and gymnasium located in Peninsula Shores District School and Hepworth Central Public School to the Municipality during non-school hours when these facilities are not required for day school activities. These hours are generally Monday to Friday 6 p.m. – 10 p.m.

   b) shall make available use of Peninsula Shores District School and/or Hepworth Central Public School during school holidays (summer, Christmas and March breaks) subject to Board scheduled maintenance and limited to a maximum of 15 days annually.

   c) shall provide these facilities free of charge excluding any costs associated with custodial / maintenance, monitor, special equipment needs or instructional materials incurred as a result of the Municipality’s use.
d) shall allow The Town of South Bruce Peninsula staff to assume the role and responsibility of monitor subject to approval from the Community Outreach Coordinator and the school principal.

3. The Municipality and the Board:

a) shall follow the proper booking procedure to access each other’s facilities.

b) shall ensure their activities are adequately supervised.

c) shall have access to equipment for activities upon mutual agreement with the school administration and the facilities supervisor for the Municipality.

d) shall be responsible for any damage which occurs as a result of their use of the other’s facility.

e) shall keep an annual record of use and the cost savings as a result of no rental fees being applied, and mutually review this data annually.

f) shall provide and keep in force general liability insurance in an amount of not less than two 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 is for a five (5) year term, retroactive to September 1, 2012. At such time, review, renewal and modification of this agreement may occur to the consensus of both parties.

This agreement may be terminated by either party by giving at least sixty (60) days written notice to the other party.

This agreement shall be binding on the Board and the Municipality, their successors administrators and assigns.

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

THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

Per: __________________________ Per: __________________________

[Signature]
Mayor, Town of South Bruce Peninsula

[Signature]
Clerk, Town of South Bruce Peninsula

Date: March 19, 2013

BLUEWATER DISTRICT SCHOOL BOARD

Per: __________________________ Date: __________________________

Brenda Booth, Superintendent of Business