THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

BY-LAW NUMBER 36-2013

Being a By-Law to Authorize the Mayor and Clerk to Sign a Memorandum of Understanding with the Allenford Curling Club for Use of Their Facility as an Evacuation Center

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 Allenford Curling Club owns and operates the facility located at 10 Alice Street, Village of Allenford, Town of South Bruce Peninsula;

AND WHEREAS the Allenford Curling Club has offered its facility for use by the Town in the event of an impending or declared emergency situation;

AND WHEREAS the Town deems it expedient to enter into a Memorandum of Understanding with the Allenford Curling Club to use the facility as an evacuation center.

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 Memorandum of Understanding with the Allenford Curling Club for use of their facility as an evacuation center.

2) THAT the Memorandum of Understanding as 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4) THAT any by-law inconsistent with this by-law is hereby repealed and replaced.

READ a FIRST and SECOND time this 2nd day of April, 2013

[Signatures]

MAYOR

CLERK
READ a THIRD time and FINALLY PASSED this 2nd day of April, 2013

MAYOR

CLERK
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made this 2nd day of April, 2013

BETWEEN

THE ALLENFORD CURLING CLUB
(hereinafter referred to as the “Curling Club” 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 Curling Club owns and operates the facility known as the Allenford Curling Club, located at 10 Alice Street, in the Village of Allenford, in the Town of South Bruce Peninsula;

AND WHEREAS in the event of an impending emergency or declared emergency, the Town requires facilities which may be used for evacuation centers for residents;

AND WHEREAS the Town desires to use the facility owned and operated by the Curling Club upon the terms and conditions set forth herein;

AND WHEREAS, the Curling Club desires to make available to the Town, the facility located at 10 Alice Street on the terms and conditions set forth herein.

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. Use of Facilities

1.1 During the term of this Memorandum of Understanding, the Town may ask the Curling Club to allow the Town to use the facility owned and operated by the Curling Club for an undetermined period of time to be used as an evacuation center for residents of the Town of South Bruce Peninsula. The Curling Club agrees to consider the Town’s request.

1.2 If the Curling Club determines that the facility is suitable to satisfy the Town’s request and the Curling Club determines that it would be of benefit to the citizens of the Town of South Bruce Peninsula to make the facility available to the Town, the Curling Club shall allow the Town to use the facility at those times and for those purposes agreed to in writing by the Town and the Curling Club as more fully described in Section 6 hereof. The Town may use the facility at no cost to the Town.

1.3 A floor plan of the facility will be furnished to the Town by the Curling Club.
2. **Control and Maintenance of the Facility**

2.1 At all times, the facility shall remain under the control of the Curling Club. The Town shall not be responsible for any maintenance or repairs of the facility. At the conclusion of the period of use by the Town, the Town shall return the facility to the same condition it was in prior to use by the Town.

2.2 In accordance with the Town of South Bruce Peninsula Emergency Plan, it may be required that the County of Bruce in partnership with the Canadian Red Cross operate the evacuation center including but not being limited to the registration of residents, the setup and placement of cots and blankets and other care supplies and the collection and distribution of food and water.

2.3 Coordination and operation of the facility by the County of Bruce or the Canadian Red Cross shall not be considered as control of the facility as outlined in clause 2.1 above.

2.4 Any persons wishing to volunteer at the facility to aid in the emergency evacuation center process must be registered with the Town in accordance with the provisions of the Town of South Bruce Peninsula Emergency Plan.

3. **Liability**

3.1 The Town shall not be responsible for any damages to the facility or losses arising from the Town's actions or inactions at the facility except as may be imposed by applicable law.

3.2 It is agreed that all workers and or employees who represent the Curling Club shall be deemed to be employees of the Curling Club for the purposes of compensation, wages, Occupational Health and Safety and WSIB and other applicable legislated regulations, as the case may be.

3.3 It is agreed that all workers and or employees who represent the County of Bruce, the Canadian Red Cross 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.

3.4 As outlined in the Town of South Bruce Peninsula Emergency Plan, volunteers must be registered by the Town. Registration of volunteers will ensure that the said volunteers are covered by Town insurance policies.

4. **Insurance**

4.1 At all times during the term of this Memorandum of Understanding, the Town shall ensure that they hold adequate insurance coverage in an amount of not less than five million dollars ($5,000,000) and shall name the Allenford Curling Club as an additional insured.
4.2 At all times during the term of this Memorandum of Understand, the Curling Club shall keep the facility insured at an adequate amount which is not less than two million ($2,000,000) - insurance coverage in the amount of five million ($5,000,000) would be preferable. Said insurance policy shall name the Town as an additional insured.

4.3 Any changes in insurance including but not being limited to policy updates, changes in insurer and changes in coverage by either party must be communicated in writing one party to the other within fifteen (15) days of the change.

5. Term

5.1 This Memorandum of Understanding shall remain in force until cancelled by either party as outlined herein.

5.2 Cancellation of this agreement without cause shall be communicated in writing one party to the other by giving thirty (30) days prior notice.

5.3 Cancellation of this agreement with cause shall be deemed to be immediately. Sufficient evidence of cause shall be required and may be called into question by a court of law.

5.4 The Curling Club 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.

6. Specific Use of Facilities

6.1 The facility may be used in the event of an impending emergency or a declared emergency. The use shall be for an evacuation center.

6.2 The Town shall have full use of the facility including the change rooms, kitchen, washrooms, meeting hall and curling floor where applicable.

6.3 Use of the facility will be on an as required basis. Direction from the Municipal Emergency Control Group or a member thereof will be given to open and operate the facility as an evacuation center.

6.4 Direction from the Municipal Emergency Control Group or a member thereof will be given to close the operation of the facility as an evacuation center.

6.5 Dependant upon the situation, the facility may be required for use as a warming center, a drop in center, a place to obtain potable drinking water or a refuge center. It is not possible to know the period of time that the facility would be required however, once permission has been given by the Curling Club to the Memorandum of Understanding, Allenford Curling Club
Town for the use of the facility, the facility shall remain in use until such time as it is determined by the Municipal Emergency Control Group that the facility is no longer required for use as an evacuation center.

6.6 If required, the Curling Club shall furnish to the Town on an annual basis, a summary of water testing results. The Town shall only use the facility if there is a supply of potable water.

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

6.8 With the exception of items which are permanent fixtures of the Curling Club, the Town acknowledges that any items required to operate the facility as an evacuation center will be provided by the Town or its agents or assigns.

6.9 The Curling Club agrees to keep in its care and control, supplies as may be assigned from time to time by the Town. Said supplies shall be kept in a safe and confidential location and shall be available for viewing by the Town from time to time.

6.10 The Curling Club agrees to cooperate in facility inspections as may be required from time to time. These inspections may be required to determine suitability of the facility to function as an evacuation center.

7. Notices

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

7.1 The Town of South Bruce Peninsula

Town of South Bruce Peninsula
315 George Street
PO Box 310
Wiarton ON N0H 2T0
519-534-1400
1-877-534-1400

7.2 The Allenford Curling Club

Board of Directors
Allenford Curling Club
PO Box 29
Allenford ON N0H 1A0
519-934-2802
7.3 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.

8. Appendices

8.1 Appendix A shall be the Bruce County Interactive Map for the property known as 10 Alice Street, Village of Allenford, Town of South Bruce Peninsula.

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

ALLENFORD CURLING CLUB

THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

I/we have the power to bind the corporation.

Memorandum of Understanding, Allenford Curling Club
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