The Corporation of the Town of South Bruce Peninsula

By-Law Number 8-2016

Being a By-Law to Authorize the Mayor and Clerk to Sign a Facility Use Contract with the GMHL Hockey Franchise (Wiarton Redmen)

Whereas Section 8 of the Municipal Act, 2001, c.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, c.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 und this or any other Act;

And whereas the Town of South Bruce Peninsula is desirous of entering to an agreement with the GMHL Hockey Franchise (Wiarton Redmen) for the use of the Wiarton Arena & Community Centre.

Now therefore the Council of the Corporation of the Town of South Bruce Peninsula enacts as follows:

1. That the Mayor and Clerk be authorized to enter into an agreement with the GMHL Hockey Franchise (Wiarton Redmen) for the use of the Wiarton Arena & Community Centre.

2. That the agreement shall be attached hereto and form part of this by-law.

Read a first and second time this 19th day of January, 2016.

Mayor

Clerk

Read a third time and finally passed this 19th day of January, 2016.

Mayor

Clerk
Date: 19th January 2016

With: Tina & Joe Ziel o/a Wiarton Redmen GMHL Hockey Franchise
(herein the “Wiarton Redmen”)

Contact Information:

Wiarton Redmen Junior ‘A’ Hockey Franchise

c/o Tina Ziel,
Phone: (519) 636-0584
Email: tinajoje999@gmail.com

The Town of South Bruce Peninsula owns and operates the Wiarton Arena & Community Centre at 531 Scott Street, Wiarton, Ontario;

The Greater Metro Hockey League (GMHL) operates franchise teams in the Greater Toronto Area, Central Ontario, Northeastern Ontario and Quebec.

The GMHL Wiarton Redmen franchise is a member of the GMHL League, and privately owned and operated by Tina and Joe Ziel.

The GMHL Wiarton Redmen franchise wishes to operate the Junior ‘A’ franchise team in the Town of South Bruce Peninsula playing out of the Wiarton Arena and Community Centre for the period of time and for the purposes all as hereinafter set forth.

In consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Term of Contract

The term of the contract shall be for a period of three (3) calendar year commencing on September 1, 2016 and ending August 31, 2019 with an option to renew for an additional three (3) year term, provided the Wiarton Redmen are in good financial standing with the Municipality and there are no extenuating issues or circumstances for cause.

The Wiarton Redmen home ice hockey season of play at the Wiarton Arena & Community Centre shall commence the 1st October and shall end on/or before the 31st March annually.
Use of Facilities

The Wiarton Redmen shall be allocated and provided ice time to be used for team practices and ice training activities per the following schedule:

<table>
<thead>
<tr>
<th>DAY OF WEEK</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
<td>6:00 PM</td>
<td>9:00 PM</td>
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<tr>
<td>Monday</td>
<td>4:00 PM</td>
<td>6:00 PM</td>
</tr>
<tr>
<td>Tuesday</td>
<td>4:00 PM</td>
<td>6:00 PM</td>
</tr>
<tr>
<td>Wednesday</td>
<td>4:00 PM</td>
<td>6:00 PM</td>
</tr>
<tr>
<td>Thursday</td>
<td>4:00 PM</td>
<td>6:00 PM</td>
</tr>
<tr>
<td>Friday</td>
<td>7:30 PM</td>
<td>10:30 PM</td>
</tr>
<tr>
<td>Saturday</td>
<td>Game Night 7:30 to 10:30 pm</td>
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</table>

Wiarton Redmen Home Game Nights shall be scheduled on Saturday evenings from the hours of 7:30 pm to 10:30pm.

Friday evening (7:30pm to 10.30pm) and Sunday evening (6:00pm to 9.00pm) are available for make-up games and/or practice times should Wiarton Redmen schedule require. The Municipality shall make every effort to accommodate weekend ice time requests but shall be subject to prior tournament and special event pre-bookings.

Use of any municipally-owned audio equipment will be available to Wiarton Redmen executive on all home game nights to announce said games only.

The Wiarton Redmen shall be allocated:
- use of Change Room #5 during the designated hockey seasons (1st October 1 to 31st March).
- Use of storage room adjacent to Change Room #5 to be used as Team Office during the designated hockey seasons (1st October 1 to 31st March).

Use of Change Room shall be dedicated but not guaranteed to be exclusive. The Town of South Bruce Peninsula may allow access to Change Room #5 if so required to accommodate arena bookings. A minimum of seven days’ notice shall be provided to Wiarton Redmen if this becomes necessary.

Leasehold Improvements to Facilities

Proposed leasehold improvements shall be considered based on submitted written proposals by Wiarton Redmen and are subject to approval by the Municipality and applicable permits prior to proceeding with said leasehold improvements. All cost for leasehold improvements shall be borne exclusively by the Wiarton Redmen.

Applicable Rental Fees and Charges Structure

The rental rates and fees for applicable ice time usage shall be based on the current, agreed ice time usage schedule and rental rates as established through by-law by the Council of the Town of South Bruce Peninsula, except that afternoon weekday practice sessions from 4:00 pm to 6:00 pm shall be billed at the non-prime ice time rate.
Please reference Appendix A - excerpt from By-Law 112-2015 outlining the current fees and charges for the Wiarton Arena & Community Centre.

The Municipality will invoice the Wiarton Redmen on a monthly basis for ice time usage. Based on ice rental contract the first payment for October 2016 ice time shall become due on/or before 30th November 2016. Payments are expected monthly thereafter payable on or before the last day of each respective month.

All scheduled ice booking times following the official end of season (either through defeat or victory) shall be cancelled with no additional charges or penalties to the Wiarton Redmen Franchise.

Team Identification Signage

The Wiarton Redmen Franchise logo may be displayed on the exterior of the Wiarton Arena & Community Centre as: “Home of the Wiarton Redmen”. Cost to produce signage shall be borne by the Wiarton Redmen.

The Wiarton Redmen Franchise logo may also be displayed on the interior of the Wiarton Arena & Community Centre ~ Change Room #5 door. Cost to produce signage shall be borne by the Wiarton Redmen.

The Wiarton Redmen Franchise logo may be incorporated as an in-ice logo displayed on the ice for the season of play. Wiarton Redmen will supply in-ice logo to the Municipality two (2) weeks prior to arena ice production.

Cost to produce in-ice logo shall be borne by the Wiarton Redmen. The Municipality will be responsible for the installation as part of the ice making process (time sensitive).

Non-permanent Wiarton Redmen logo with slogan(s) may be temporarily displayed on the interior of the Wiarton Arena & Community Centre – lobby and/or rink area during actual home game times.

The size, appearance and installation of all logos, signage and/or non-permanent, temporary logos and slogans must be approved by the Municipality and in compliance with applicable municipal sign bylaw and/or guidelines.

Marketing and Promotion of Team

All marketing and promotion of the Wiarton Redmen and activities shall be the sole responsibility of the Wiarton Redmen.

Wall space adjacent to the Wiarton Redmen Team Room shall be made available by the Municipality for the Wiarton Redmen Franchise to erect a bulletin board to promote team standings, events and special promotions. The size, appearance and installation of the bulletin board must be approved by the Municipality and in compliance with applicable municipal facility guidelines.
Insurance

As a condition of this facility rental contract, **Wiarton Redmen** will maintain in force throughout the term of the contract comprehensive general public liability insurance in an amount not less than five million ($5,000,000.00) dollars, including bodily injury, death and property damage, on an occurrence basis against claims for personal injury, death or property damage suffered by others arising with respect to the use of the Wiarton Arena & Community Centre and **Wiarton Redmen** use and occupation thereof, listing the Municipality as 3rd party insured on said policy, indemnifying and protecting the Municipality, **Wiarton Redmen** and their respective agents, representatives, employees and/or affiliates.

A copy of the policy and/or certificate of clearance thereof must be provided to the Municipality.

Indemnification

**Wiarton Redmen** agrees that the general terms and conditions of all facility rental contracts attached as Appendix ‘B’ form part of this rental contract.

Termination of Contract

Upon expiration of the term of the contract, the **Wiarton Redmen** shall remove all or any part of the improvements as may be required by the Municipality and shall make good any damage caused by reason of the installation and removal of such improvements.

On the expiration of the contract all improvements made, constructed, erected or installed in the arena and not required by the Municipality to be removed shall be deemed to have become the property of the Municipality.

**Wiarton Redmen** and/or at the request of the Municipality shall, remove from the arena all its moveable trade fixtures not affixed to the arena. On expiration of the term of contract, all such moveable trade fixtures, furniture and equipment not so removed shall be deemed to have become the property of the Municipality.

Notwithstanding any of the above statements, either party (Tina or Joe Ziel, o/a **Wiarton Redmen** or Town of South Bruce Peninsula) may terminate this agreement for no reason or cause upon providing sixty (60) days written notification to the other party.

In witness whereof, **Wiarton Redmen** understands and agrees to the terms and conditions as set forth in this contract.
Wiarton Redmen

X
Tina Ziel
Having authority to bind Wiarton Redmen

X
Joe Ziel Head Coach and Director of Hockey Operations
Having authority to bind Wiarton Redmen

Town of South Bruce Peninsula

Janice Jackson, Mayor
Having authority to bind Town of South Bruce Peninsula

Jan 19, 2016

Angela Cathrae, Manager of Legislative Services/Clerk
Having authority to bind Town of South Bruce Peninsula

Jan 19, 2016
Excerpt from By-Law 112-2015 - Municipal Fees and Charges
(subject to periodic review)

Wiarton Arena & Community Centre

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<th>Description</th>
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<tr>
<td>Auditorium Meeting</td>
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<tr>
<td>- hourly</td>
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<tr>
<td>Ice Rental</td>
<td>119.47</td>
<td>15.53</td>
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<td>- preferred, per hour</td>
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<tr>
<td>- Monday to Friday 4pm-11pm</td>
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<tr>
<td>- Saturday and Sunday all hours</td>
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<tr>
<td>Ice Rental</td>
<td>79.65</td>
<td>10.35</td>
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<td>- non preferred, per hour</td>
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<tr>
<td>- Monday to Friday 8am-4pm</td>
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Appendix ‘B’

Town of South Bruce Peninsula
Ice Rental Contract for Wiarton Redmen

Town of South Bruce Peninsula
P.O. Box 310, 315 George Street, Wiarton, ON N0H 2T0
Phone (519) 534-1400 Fax (519) 534-4976

Ice Rental Contract
Wiarton Arena, 531 Scott Street, Wiarton ON N0H 2T0, 519-534-2891

Date(s) of Event:__________________________
Start Time:__________________________ End Time:__________________________
Type of Function:__________________________ Permit # (attached):__________________________
Team/Group:__________________________ Contact Person:__________________________
Mailing Address:__________________________
City:__________________________ Postal Code:__________________________
Home Phone:__________________________ Work Phone:__________________________
Cell Phone:__________________________ Fax:__________________________
Email:__________________________

The Renter hereby agrees to the conditions listed below:

Date__________________________ Signature of Renter__________________________ Municipal Approval__________________________

Terms and Conditions of Contract

1. The length of the rental is indicated on the signed Rental Contract.
2. **No smoking** is permitted in the facility as per County of Bruce By-Law No. 3938 and Town Policy D.6.1.
3. All exit doors and fire routes must be kept clear and accessible in the case of emergencies.
4. It is the responsibility of the Renter to ensure that the facility capacities posted at the facility are not exceeded at their event. Exceeding the posted capacities could result in the cancellation of the event.
5. The Renter is responsible for leaving the facility, including the kitchen, clean and tidy.
6. A person entering into a contract with the Town of South Bruce Peninsula for rental must be 18 years of age or older, and must be present at the function.
7. Where the building is used for spectator events, it is the Renter’s responsibility to supervise the spectators to insure orderly conduct of all patrons.
8. The music/sound room is authorized for use by **Wiarton Redmen** during scheduled game times.
9. All other requests for P.A. system, National Anthem, scoreboard, etc. are to be made in advance of the event.

10. The Renter will be required to pay an additional fee regulated by S.O.C.A.N. (Society of Composers, Authors & Music Publishers of Canada) if music is played at your event. A Renter providing proof of a current and valid S.O.C.A.N. license will be exempt from this charge.

11. No person is permitted on the ice during ice resurfacing and may not be on the ice until the engine room doors are closed.

12. The Town of South Bruce Peninsula makes every effort to maintain a top quality ice surface, but accepts no responsibility for mechanical break-downs, weather, etc.

13. Financial liability for cancellation is as follows:
   a) Notice of cancellation received within 3-7 days of event – no charge.
   b) Notice of cancellation received within 0-2 days of event – the full rate will be charged.
   c) There will be no charge imposed for ice time that has been cancelled and/or rescheduled by The Town of South Bruce Peninsula or by an act of God (snowstorm, power outage, equipment failure, etc.).

14. In consideration of special events (play-offs, figure skating test days, carnivals, etc.) every effort will be made by The Town of South Bruce Peninsula to accommodate the needs of the Renters. Users may be asked to cooperate by altering their programs, time requirements, etc.

15. Damage to the arena facilities/equipment will be invoiced to the Renter. It will be the responsibility of the Renter to obtain restitution from any visiting organization/club. Accidental damage will be at the discretion of the municipality.

16. The rental hours, as specified, will be strictly adhered to in an effort to maintain an efficient schedule. Where a user is scheduled to follow a given time period, the finishing time of the earlier rental will be firm regardless of circumstances.

17. The Municipality will invoice the Wiarton Redmen on a monthly basis for ice time usage. Payments are expected monthly thereafter payable on or before the last day of each respective month. No person will be permitted on the ice surface if account is in arrears by more than 30 days.

18. The Renter hereby agrees to indemnify and save harmless the Town of South Bruce Peninsula, its servant or agents, against any or all liability, loss, damages, costs and expenses which it may hereafter incur, suffer or be required to pay by reason of the use of Town property by the Renter.

19. Users agree to leave dressing rooms in a tidy condition after each use.

20. No intoxicating substance is permitted on the premise except as permitted under the provisions of a special occasion permit. Regulations of the municipal alcohol risk management policy will be strictly enforced.

21. The Renter shall be responsible for the enforcement of the rules and regulations as outlined herein.

*Please note: fees are subject to change without notice*

Don Crain, Facilities Coordinator
Cell 519-374-9490
facilities@bmts.com

Karen Neerhof, Recreation Programmer
519-534-1400 ext. 132
tsbpprogrammer@bmts.com