



## Memorandum of Understanding

This document represents an Agreement between:

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City of Greater  
Sudbury  
Ville du Grand  
Sudbury

### The City of Greater Sudbury

PO BOX 5000 STN A  
200 BRADY STREET  
SUDBURY ON P3A 5P3

and

### The Northern Water Sports Centre

CP 5000 SUCC A  
200 RUE BRADY  
SUDBURY ON P3A 5P3

705.674.4455

[www.greatersudbury.ca](http://www.greatersudbury.ca)  
[www.grandsudbury.ca](http://www.grandsudbury.ca)

#### Description of Collaborating Organizations

The City of Greater Sudbury (CGS) is a municipality upon whose lands the new water sports centre will be built and who will be the owner of said lands and associated buildings.

The Northern Water Sports Centre (NWSC) is a non-profit organization. The new water sports centre facilities will support the programs of the Sudbury Canoe Club, the Sudbury Rowing Club and the annual Sudbury Dragon Boat Festival. The water sports centre will include the construction of two fully accessible buildings on a fully accessible site with a courtyard and large, hard surfaced apron to facilitate wheelchair access to the docks and beach.

#### Objectives and Scope:

One of the two buildings to be constructed will be used exclusively for the storage of boats, and the other, which will be the main building, will be used for boat storage and year-round programming. The main building will include a 1,038 square foot training and gathering space with kitchen facilities, an adjoining outdoor deck, a 240 square foot meeting room and barrier-free washrooms. Community groups as well as the NWSC will be able to book space in these areas via the City's facility booking system, with fees based on the User Fee By-law. A minimum of 35% of the facility booking schedule will be available for community usage, after the NWSC has had an opportunity to book the space for its programming needs. There will also be public access to decks and exterior washroom facilities during regular municipal park hours and access to the internal change rooms, washrooms and public spaces of the building during regular facility hours, if open to the public. Should the city be opening the facility to the public or renting the space to a non-NWSC club member, then 48 hours notice will be given to the NWSC. A number of docks will be constructed to provide access to the water sports programs.

#### The Purpose and Terms of the Memorandum of Understanding (MOU)

The purpose of this MOU is to set out interim Terms and Conditions for construction of the Phase 1 project that, once completed, will be formalized and incorporated within the final lease document between the CGS and the NWSC.



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**Terms and Conditions that will form part of the Lease:**

1. The lease term will be for 5 years with the option of 3 extensions of 5 years each, to a maximum of 20 years.
2. There will be no annual lease fees payable to the CGS.
3. The operating costs will be split based upon the agreed formula in Appendix A: approximately 65% NWSC and 35% CGS.
4. Revenue generated will also be split 65/35 NWSC and CGS.
5. The Great Room will be available for rent by the public a minimum of 35% of the time. If the room is not booked 2 weeks prior, it can be booked by the clubs.
6. The CGS will be responsible for interior and exterior repairs unless damage was caused by the clubs' use of the facility.
7. NWSC will be responsible for any and all taxes should they become payable.
8. The CGS building on McNaughton (currently used by the Sudbury Canoe Club, Sudbury Rowing Club and Sudbury Dragon Boat Festival) will be fully vacated once the new buildings are completed and occupied. It is understood that the NWSC and its club partners will continue to use the dock facilities at the McNaughton site, for its on-water events involving the NWSC race course.
9. The NWSC must comply with all CGS by-laws, with some exceptions, pertaining to parks hours and usage (this may be subject to limitations depending on circumstances).
10. Insurance for the building and property is to be obtained by the City of Greater Sudbury. Insurance for the operations and contents will be the responsibility of each of the partners, NWSC, CGS, Sudbury Rowing Club, Sudbury Dragon Boat Festival and Sudbury Canoe Club.


**Terms and Conditions during Construction:**

1. The construction of the buildings will be managed by CGS staff; Frank Taylor of Parks Services will be the main contact and Bruce Drake of Quality, Administrative and Financial Services will be the contact for financial issues.
2. All contemplated Change Orders (and costs) are to be approved by Catherine Matheson, General Manager, Community Development. The NWSC Project Manager will be consulted on all contemplated changes that are initiated by the city or the contractor.
3. The NWSC Project Manager will be notified, in advance, of funds being released as Project Expenditures (all contracted amounts and possible extra costs), to facilitate the NWSC Board's tracking of project expenditures.
4. Funding collected to date for the NWSC's share of the estimated Phase 1 construction cost, will be turned over to the CGS for the administration of the construction contract.
5. Reconciliation of funds raised and expenses will be provided to City staff.
6. If there are any excess funds once the construction is complete and all levels of government funding have accepted the finalized and reconciled construction cost, the excess funds will be reviewed with the NWSC Board, held in trust by the City, and applied to the mutually agreed-upon, best use of those funds.
7. Construction costs cannot exceed funding currently available, ~~either~~ <sup>CGS CB TJSU</sup> in the bank or committed via <sup>Acct CS TJSU</sup> funding partners.

Effective as of August 26, 2013

  
Catherine Matheson, General Manager, Community Development  
Signed on behalf of The City of Greater Sudbury

Date Sept. 13/13



Dr. Thomas Merritt, Chair, Northern Water Sports Centre  
Signed on behalf of the Northern Water Sports Centre

Date August 27, 2013