Centre Wellington

Report to Committee of the Whole

To: Mayor Watters and Members of Council

Report: CS2023-21

Prepared By: Pat Newson, Managing Director of Community Services

Date: 14 Aug 2023

RE: Bissell Park Multi-use Pad Project Update

Recommendation:

THAT the Council of the Township of Centre Wellington rescind the Bissell Park Multi-Use Pad Project: Jack R MacDonald Grant Agreement, dated September 1, 2020 between the Township of Centre Wellington, James Keating Construction Ltd., and the Elora Lions Club;

AND THAT Council approves the allocation of $413,255.52 in existing funds to the Bissell Park Multi-Use Pad Project as outlined in report CS2023-21 dated August 14, 2023;

AND THAT Council directs staff to issue a Request for Proposal to hire a consultant for conceptual and detailed design, construction ready documents, and a Class A construction budget, to an upset limit of $100,000;

AND THAT Council authorizes the Managing Director of Community Services to enter into an agreement with the recipients of the Bissell Park Multi-Use Pad Project: Jack R MacDonald Grant, regarding the roles and responsibilities, the creation of the Ad-Hoc Working Group, and project scope.

Summary:

In 2018 the Elora Rocks and the Elora Lions Club were recipients of $350,000 toward a community project to replace the Bissell Park Multi Use Pad. The recipients are requesting a new model for moving forward to complete the project, and this report summarizes the plan moving forward for this project.

Report:

Background:

The Bissell Park Multi-Use Pad is a highly utilized recreation facility, a valuable municipal asset, that is at end of life. Traditionally in the winter, the pad has been used as an ice surface with volunteers building and maintaining natural ice. The dry pad is actively used for a variety of activities basketball, road hockey, lacrosse, fitness, dog training classes, and other activities. It is a drop-in recreation facility that is only reserved during special

events such as Riverfest. It is intended as a shared public park space and facility for drop in use. Weather trends have reduced the length of the outdoor natural ice season, and the Township has planned for an artificial outdoor ice pad at this location in the budget forecast.

The Council Strategic Plan 2023-2026 includes Council's goal to *Improve the activity, health and wellness of the community*. Revitalizing the Bissell Park Multi-Use pad is an initiative that supports the priority to provide excellent recreational facilities and programs to support this goal. The proximity of Bissell Park to downtown Elora also supports the priority to Make our downtowns vibrant, which supports the goal of *Creating the conditions for economic prosperity*.

In 2016, the Township of Centre Wellington received a very generous gift from Jack R. MacDonald for $3.436 M that was to be used for the long-term positive impact in the former Village of Elora. Jack R. MacDonald began donating to the Elora Arena Building Fund in memory of his late father. Jack R. MacDonald continued donating to the former Village of Elora. Mr. MacDonald passed away in September 2013.

Council allocated $1.509 M towards exciting projects/ideas proposed by the community. The 26 applications received for evaluation by the Community Services Advisory Committee (CSAC) totaled $6,029,591 in funds requested from the MacDonald Trust fund. The committee diligently worked on the evaluation and put forth a schedule to allocate $1,509,000 in funding to 8 projects/programs as submitted for evaluation. This was supported by Council. The Elora Rockers and Elora Lions Club submitted an application to replace the Bissell Park Multi-use pad. It was scored high in priority by CSAC and was awarded $350,000 of this funding toward the project. The original application submitted is attached to this report.

Each of the eight (8) grants awarded were required to enter into an Agreement with the Township to detail the terms of the use of the funds, timing of the funding, and scope of the project. Projects awarded that were to be built on Township property had greater detail and requirements for approvals throughout the project. The Bissell Park multi-use Pad Replacement Project Agreement was intended that the recipients would design and construct the project, using Keating Construction, community donations, and volunteer labour. The Agreement was structed and updated through the past few years to reflect this arrangement.

In 2021 the Bungalow 55 Project was unable to proceed as intended with their Jack R. MacDonald funded project, and Council redirected $21,195 originally awarded to Bungalow 55 to the Bissell Park Multi-Use Pad replacement project.

Current Status of Project:

COVID-19 resulted in a project delay for the Bissell Park project, and the desire to replace the Bissell Park Multi-use-pad continues to be a relevant project, however a five year delay has resulted in changes.

Staff have met with the project recipients, and attached to this report is a letter from the grant recipients. As outlined in that letter, Township staff support the request to rescind the Agreement, and that the project will be designed and constructed by the Township, and funds granted for the project will continue to be used for the project to replace the Bissell Park Multi-Use surface as intended by the grant application. The letter is addressed to Council and attached to this report. Below are the highlighted bullets from that letter:

- That the Township of Centre Wellington (TCW) will lead the design and completion of this recreational project for a facility that will be owned and operated by the TCW;
- That the legal agreement with the partners formed in 2018 by the TCW related to this project is now out of date and we support that it be rescinded.
- That the Elora Rockers and the Elora Lions volunteer to advise the TCW in the design and through to completion of this project through a proposed Ad-Hoc Advisory Working Group;
- That the MacDonald Fund and fundraising funds (totaling approximately $400k) from the undersigned be turned over to the TCW to be used towards the eventual total cost of the project;
- That most importantly, the vision and concept project detail of the successful MacDonald Trust Fund application for the Upgrade of Bissell Park Multiuse Recreational Surface be maintained as awarded.

Project Phases:

When the project was discussed in 2018 it was intended that the build out of the project would be in phases.

The grant recipients had proposed that the project would include the replacement of the pad and boards. The pad would be designed to eventually connect to a refrigeration system that would cool the pad for artificial ice. This was earmarked as a future project phase for the Township. The Township's refrigeration project has moved through the Capital forecast and was earmarked in the 2023 budget as a 2024 Capital Project.

The delay in the project will potentially allow for the project pad and refrigeration system to be constructed at the same time. This will require approval by Council for the project to proceed, and the required budget, however it saves costs in mobilization and demobilization of the site, and streamlines the design and construction process. The timing of the construction is pending Council's approval of budget and time required for consulting for design.

Project Scope of Work:

- The goal is to construct an outdoor refrigerated ice pad that will be slightly larger than the current one and the new pad will be at the same location as the current pad in Bissell Park

- The size of the pad has not been finalized, but based on concept drawings provided it will take up an area measuring approximately 90 feet by 170 feet
- The pad will need a garage and mechanical building to house refrigeration equipment, electrical, controls, etc. and an Ice Resurfacer and snow removal equipment.
- There is interest in having an ice surface separate from the space inside the boards for a skating loop. The feasibility/cost of having a skating only area is to be investigated during the design phase of the project.
- The facility will consider public accessibility in the design (Accessibility for Ontarians Act, AODA).
- There are advantages to covering the ice surface with a roof, and the feasibility/cost of adding a roof will need to be investigated during the design phase of the project.
- Other considerations such as electrical needs and lighting will be investigated during the design phase of the project.

Public Engagement

The Elora Rockers and Elora Lions Club have represented the community on this project. They have been planning and "dreaming" about this project for several years. As part of their request to turn the project over to the Township, they are interested in having members of their respective organizations make up an Ad-hoc Advisory Working Group for the project. Staff support this initiative so that the build out of the project matches the intent of the grant application, as long as budget permits. It will be this group that engages with other users of the pad to consider design needs. Groups include Riverfest, The Elora Farmer's Market, and the other stakeholders, users, and public.

Draft Project Timing

This is a draft project schedule based on what staff know now about the project, site restrictions, and proposed concept design. With the direction of Council, proposed in this report, the project timing is drafted as follows:

September 2023 - Prepare and sign Agreement with Ad-Hoc Advisory Working Group.

November 2023 – Release a Request for Proposal (RFP) to hire a consultant for concept and detailed design and a Class A construction budget.

January to August 2024 - Design phase for project. Ongoing updates to the Healthy Communities Advisory Committee.

September 2024 - Report to Council for project approval.

Fall 2024 - Budget approval for 2025 construction project.

2025 - Project Construction.

Corporate Strategic Plan:

1. Create the conditions for economic prosperity
2. Improve the activity, health & wellness of our community

Financial Implications:

The funds granted to the Elora Lions Club and the Elora Rockers, from the Jack R. MacDonald grant: $373,195.00.

Donations received by the Township: $17,500

The Township General Capital Reserves: $22,560.52 as part of this project.

With all sources combined, the total funds available for the Bissell Park Multi-Use Pad Replacement Project are $413,255.52.

Consulting for this project is estimated at $100,000.

A top up for the project can be considered by Council as part of the 2024 and/or 2025 budget.

Attachments:

- Letter from grant recipients to rescind agreement
- MacDonald Application Submission 2018
- MacDonald Trust Agreement - Bissell Park Rink - Signed

Approved By:

Adam McNabb, Managing Director of Corporate Services & Treasurer
Dan Wilson, Chief Administrative Officer

~~DRAFT~~

July 21, 2023

Township of Centre Wellington Council, Elora ON

c/o Pat Newson, Managing Director of Community Services

Subject: Upgrade of Bissell Park Multiuse Recreational Surface

Dear TCW Council,

With the proposed Upgrade of Bissell Park Multiuse Recreational Surface, the Elora Rockers Association and the Elora Lions successfully secured the highest level of support and funding from the Macdonald Fund Trust application process run by the Township of Centre Wellington (TCW) in 2018. The project volunteers worked on concept drawings, community meetings, a draft agreement of scope and timelines with the TCW, and conducted further fundraising until the momentum was derailed for 3 years by the pandemic. Community interest is still high and these two organizations are ready to rekindle this important community initiative.

To help this rekindled process, this letter of support from the Elora Rockers Association, the Elora Lions, and Keating Construction Ltd. asks TCW Council to consider the following:

- That the TCW will lead the design and completion of this recreational project for a facility that will be owned and operated by the TCW;
- That the legal agreement with the partners formed in 2018 by the TCW related to this project is now out of date and we support that it be rescinded.
- That the Elora Rockers and the Elora Lions volunteer to advise the TCW in the design and through to completion of this project through a proposed Ad-Hoc Advisory Working Group;
- That the MacDonald Fund and fundraising funds (totalling approximately $400k) from the undersigned be turned over to the TCW to be used towards the eventual total cost of the project;
- That most importantly, the vision and concept project detail of the successful MacDonald Trust Fund application for the Upgrade of Bissell Park Multiuse Recreational Surface be maintained as awarded.

Briefly some further background to this project. This idea builds on over 40 years of year-round mostly volunteer run recreation activity on the current Bissell Park asphalt rink surface. This surface and retaining structures are falling under significant disrepair and are unsafe. This center piece project in Bissell Park is for an upgraded recreational surface space, accessible year-round to a diverse group of participants to enjoy activities that are primarily unorganized freeplay.

The proposed design is for a level concrete pad that has an inner circle of removable safety boards and fencing to protect participants using an adjacent circular walking/stroller/skating path. The safety boards and fencing/netting mostly contain the basketballs, lacrosse balls, pucks, sticks, and other objects to the inner area while not restricting accessibility or visibility of all participants to the entire recreational space. This boards and path concept has gained wide support after the being approved and

ranked number one in the TCW run MacDonald Fund competition. The concrete surface is planned to have a refrigeration system to extend the ice-making season to approximately a four month period. Many municipalities have put a roof over similar outdoor recreation facilities to reduce maintenance, increase year-round safety, and extend winter activities. We understand the final completion of the TCW project will be subject to current funding, future sources of funds, space, timing and other factors under the consideration and approval by the TCW Council.

This recreational space at Bissell Park is centrally located in the heart of Elora and is a mecca of motion by many every day, often 24 hours a day. The project supports the future direction of "outdoor community recreation spaces for unorganized activity by all ages" as described in the TCW Recreation Master Plan 2019. And this project is directly in line with the second over-arching Goal of the new well-written TCW Strategic Plan 2023-2026 that speaks to Activity, Health, and Wellness.

Activities observed on the inner surface in warmer months include exercise classes, puppy classes, lacrosse, badminton, skate-boarding, pick-up basketball, soccer and many others. In the colder months the activities continue with ringette, sledge hockey (para hockey) run by local schools, broomball, free skating, and pick-up shinny hockey by all ages and abilities mixing together for low cost.

The concept of an upgraded safe and larger surface is also complementary and supported by major community groups such as Riverfest (e.g. a letter of support from Riverfest accompanied the MacDonald Fund application in 2018). The surface would continue to be used as a secondary stage for the 3 day music festival. The Elora Farmers Market may also use this new space to improve their popular summer Saturday market activities in Bissell Park.

The Elora Rockers and The Elora Lions are looking forward to completing this project as envisioned and awarded by the MacDonald Trust Fund process. These two groups are volunteering to advise the TCW through the proposed Ad-Hoc Advisory Working Group and hopefully use their broad community connection and expertise to capture input from members of the community and experiences of other municipal projects for consideration by the TCW to complete this recreational upgrade. The completed space will be owned and operated by the TCW. Although the details are to be determined, volunteers are willing to assist the operation of the upgraded recreational space under the direction of the TCW.

The proposed upgrade to the multi-use recreational space in beautiful Bissell Park will build on the active history of diverse unorganized activity in the Park, and build on previous work at this site by the Elora Lions (e,g, covered gazebo, boardwalk), and complement other major events like Riverfest in the heart of Elora.

If there are any questions regarding this letter or the proposed project to upgrade the TCW recreational space at Bissell Park, please contact the undersigned.

Sincerely,

Tom Keating

Elora Rockers / Keating Constructors

(add phone and email?)

ELORA LIONS CLUB

per John Morris

JOHN MORRIS chairperson for Bissell Park new ice surface

General Information

Name of Individual/Organization

Elora Rockers Association & Elora Lions Club

Contact Person | Primary Telephone | Cell Phone

Tom Keating

tkeating@keatinghomes.ca | 519-993-4339

Email

25 Sophra St Elora

Mailing Address

Funding Request

Amount of Funding Request?

$350,000

Proposed Project Description

Multi-use recreational surface located @ Brssell Park. See attached proposal

Proposed Budget for the Project
(Including all other forms of funding, volunteer time, materials, etc.)

See attached

How does the project/idea meet all of the objectives as set out by Township Council?

See attached

Proposed Location of the Project in Elora

See attached

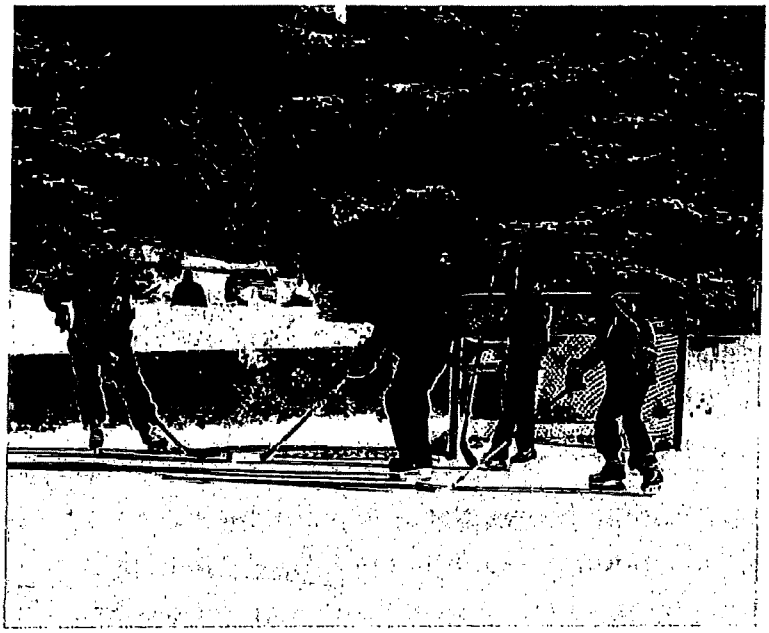
If on private property please provide owners acknowledgement of application?
Owner's Name and signature:

Applicant Signature	Date
TOM KEATING ROCKERS JIM KEATING ELORA LIONS Jim Keating	Jan. 28/18

By signing this application, you are indicating all the information entered within this document is correct, and all future correspondence is to be conducted with the email or phone number indicated on this form.

Please submit completed original application to:

Township of Centre Wellington
1 MacDonald Square
Elora, Ontario, N0B 1S0
Attention: Managing Director of Community Services
macdonaldtrust@centrewellington.ca



A proposal for an upgrade to the multi-use recreational surface located at Bissell Park in the heart of the Village of Elora

Submitted to the Township of Centre Wellington by The Elora Rockers Association and The Elora Lions Club for consideration in application to the MacDonald Trust Fund

January 30, 2018

Introduction

The MacDonald Family have been relentless supporters of the Elora Community Centre and all that our arena facility represents towards active living and community. This proposal from The Elora Rockers Association and The Elora Lions Club would continue that legacy.

The Elora Rockers and the Elora Lions are coming together with this proposal to build on the success and support in previous years towards Bissell Park. The Elora Lions have been strong supporters of Bissell Park with the construction of both the picnic pavilion and the boardwalk. And The Elora Rockers began fundraising towards the Bissell Park Transformation Project in 2016 and made a presentation and donation to the Township in 2017. This common interest in Bissell Park has brought the two groups together with a collaborative joint proposal.

For over 30 years volunteers have essentially provided and maintained a recreational surface in Bissell Park in Elora for year round informal community activities accessible to all citizens. The formula of free informal multi-use year round activity accessible 24 hours a day continues to be successful. This approach enhances the quality of life for citizens of Elora, the Township of Centre Wellington (TCW) and many friends and visitors to the area. This multi-use facility is currently perched on the foundational ruins of the T.E. Bissell implement factory buildings from 1930.

Due to its year round heavy use, this recreational area currently requires refurbishing and renewal to remain a visible crown jewel in the center of Elora. A broad community based legacy piece for the MacDonald Trust Fund to potentially support – along with direct and in kind funding from local contractors and supporters.

For consideration by TCW Council, this application proposes a reasonable facilities upgrade for the recreational surface in Bissell Park. This facility is a working vision that has already proven its merit for our community year after year.

Qualification 1.1.1 – Based in the Village, and accessible to all TCW residents

The proposed upgrade would continue to be centered in the heart of the village, be accessible under the AODA and easily accessible to residents of Centre Wellington and area of all ages and genders and capabilities, at all times.

The renewed recreational surface in Bissell Park location will be a widely visible source of pride and all year round use by citizens of the former Village of Elora. All people driving in Elora on County Road 18 (aka Mill St East) will notice the recreational surface in Bissell Park.

All people who walk through Bissell Park (about 150 people per day) will see and hear the activities on and around the recreational surface. And from volunteer records over a million participants have directly benefitted from centrally located single slab of asphalt to date. Through these multiple exposures this facility touches everyone in the Village of Elora and area. Many visitors to the area take part in year round activities on this surface.

An updated surface as specified in the detailed proposal will only build on the success to date. A new foundation and walkways and lighting and improved design will make it more accessible, safe, and efficient.

There is also the economic impact of maintaining house resale prices when access to open informal recreation is easily available. The location of the surface is central to the village.

Observations by volunteers for the past 25 years confirm the accessibility by walker, wheelchair, four wheel moped, walking, bicycle and car. Parents and guardians routinely drop off all ages of surface users in all weather and easily make arrangements to return for pick-up. Often the users just stay longer and they find their own way home as the activities run on into the late hours of the day or night. There is ample parking and vehicle accessibility provided by existing upgrades and foresight by the Township.

There are no curbs or ledges or not at height obstacles planned in the upgrade proposal that would block access to the entrance to the surface from the main Bissell Park area. The leadership committee have access to accessibility professionals that will vet the proposal and advise the construction.

In **Appendix 1** are a sampling of the local activities that have taken place on the recreational surface. This not "just another ice rink". Appendix 1 demonstrates a diverse impact to the Township, continues to build economic impact, and shows a sense of pride and improve the quality of life in the village and township. These activities have occurred over the last few years on the recreational and leisure surface at Bissell Park based on **direct observations** from the Bissell Park recreational surface volunteers. There are many more not listed.

How to measure the impact of the recreational surface facility? Volunteers are present every day of the year at the Bissell Park surface. Observing the benefit in calories burned, friendship, diversity, and joy. These are daily occurrences – and occur year-round.

The volunteers keep track of compliments from participants on the suitability of the ice surface, rink cleanliness and maintenance of the facility. There have been over 100 compliments and constructive suggestions this winter season alone – from young children, teenagers, and adults.

The Bissell Rink Facebook page has had many friends and hits. Every single day in the late fall and winter the volunteers get asked – "How's the ice at Bissell?". The surface has truly become a positive phenomenon in the village and surrounding area.

With an updated facility all of the activities and more would be safer, have reduced liability risk, be easier to conduct and have broader seasons of use. Hence more potential for interaction of an even more diverse group of citizens.

Informal mixing of gender orientations, skill levels, broad diverse backgrounds and ages leads to more tolerance and confidence. This has been observed many, many times over by surface volunteers. This is where people just get along without rules or supervision. Disagreements occur, however they don't last long and solutions are worked out by all ages. Only a low level of technology is needed for all the informal recreational surface activities. Physical exercise and movement in all types of weather is the norm. Motion is lotion, especially with no rules or worries.

A larger, safer, more accessible, and with tried-and-true professional construction will expand the use of the facility, add more visible pride, build the

interaction of users, and improve the safety and quality of the fitness and leisure experience to our citizens.

One may certainly ask, "The surface has pretty much worked for over 30 years – why change?"

A few reasons:

Safety. The broken cement piers that edge out into the playing surface from the T.E Bissell factory ruins pose a safety hazard. Volunteers have tended to many children and adults over the years with cuts and concussions from impact with these piers. There have been five minor incidents so far this 2017-18 season. Consideration is needed for a facility with fencing to stop pucks and other items from striking people watching or preparing to play (e.g. putting shoes or skates or other equipment on). The boards are poorly constructed and are a hazard to users as the metal strapping has sharp and damaged edges that can catch on skin or clothing. And children are getting splinters from the deteriorating plywood. Three unexpected falls have been caused in the 2018 skating season due to the strapping – observed by volunteers. The lighting of the facility would be modestly upgraded to meet the needs of the entire surface. These items reduce liability and risk.

Accessibility. The surface and entrances are wearing out. Uneven, and broken down asphalt is not an easy surface to access, to play on, land on, lie down on, or to roll wheels on. Accessibility for mobility impaired citizens can be markedly improved. Flatter entrances, walkways to the surface, protected areas in the design, less steep inclines, and accessible entrances and resting areas are required. Currently there is no accessibility between the gazebo, surface and the new washrooms.

Volunteers are becoming discouraged. Maintaining a deteriorating uneven surface with poorly constructed loose boards with square corners, unwanted drainage from the ice, and the poor resiliency of warm asphalt to weather change – is difficult and more and more time consuming.

Volunteers work daily in the very early hours. With the condition of the surface, removing snow and debris and cleaning of the surface is difficult with a loader or blower or shovel. The deteriorating surface and boards catch and abruptly stop a

front end loader and snow blower and shovel. The boards were poorly constructed with exposed metal strapping that stops loaders and shovels abruptly from cleaning the edges of the surface. Hence the surface edges cannot be maintained.

A level larger smooth concrete surface with round corners and smooth boards would be maintained in less time than the current old surface. Equipment can navigate a larger surface more safely and efficiently. Given the demand on this centrally located public facility an upgrade to the surface and boards needs to be considered.

Modern dasher boards would be more efficient to be taken down and put back into place - if necessary for special events.

All ages need to participate at the same time. Due to the popularity and the numbers of people using the surface, all ages are having difficulty in participating together with different activities. A complementary area to provide safe use by very young or very old needs to be considered.

A relatively inexpensive outer ring to the surface is proposed. This would provide a safe walking and skating area outside the enclosed area (see proposed diagram). This would provide a type of inexpensive skating path concept.

A concrete surface, not black hot asphalt. It needs to be larger for broader use, and level and more at grade for drainage and freezing and heaving foundation issues. This will require removal of the old asphalt surface and cement ruins, and some excavation and levelling.

The ice surface season used to be longer (126 days on average in the 1990's). The average since 2005 has been 91 days of good ice. The shoulder seasons where the temperatures hover around freezing are currently not well utilized. This could be extended with the addition of coolant piping in an upgraded white-washed concrete surface. Consideration for passive cooling by just adding coolant material alone to the concrete surface piping (no compressor) would extend the ice season.

The needs of the community continue to change. More people need more informal open air places to gather without time constraints. As the downtown of Elora goes through significant changes there may be more visitors and residents

looking for quick – on demand casual exercise opportunities that a larger more appealing and safe facility in Bissell Park would provide.

The Township would likely be faced with upgrading the facility in the future - this proposal moves this idea from a strict TCW capital cost to more of a community initiative.

Efficiency. The upgrade would use less water, take less time to maintain, provide more use opportunities and be safer and even more accessible to participants and organizations. The proposal complements the existing TCW investments in Bissell Park and the philosophy of the TCW Community Initiated Projects Policy 2015.

The gazebo would not need to be flooded and maintained as a "kiddy rink" surface. It was not designed as such and will wear out sooner with continued water and ice around its support posts.

Overall in many respects, the new surface would provide overall more efficiency for township staff and volunteers.

Better use of township and volunteer investments. The Lions gazebo could be better lighted and connected (walkway) to the upgraded surface. This would make better use and accessibility of the gazebo for a preparation area and gathering and rest areas for participants.

A walkway to the new washroom and utility building from the gazebo and surface area would make the building more useful and accessible to participants and volunteers.

And access to the boardwalk and path would be improved and accessible. The Farmers Market could have an additional area to work from and in future, potentially an outdoor covered site away from adverse elements. The Lions boardwalk, and the footbridge investments are all complemented by this proposal.

Opportunities for community service. These would be significant as informal recreational activities grow and become more diverse. Students can attain community volunteer hours associated with the facility (as they do to a limited extent now). The focus for the foreseeable future is to have the facility run and maintained by volunteers and local business as it has done for over 25 years.

For example: Deboers Equipment has donated over 2700 days of new equipment rental free of charge for snow removal for the winter rink surface at Bissell Park. There would be additional opportunities for local business to be involved in equipment and facility, logistics, and maintenance donations (e.g. shovels, edging equipment, bleachers, lighting, fencing, painting, railings, signage, and ramps etc.).

Merit and achievement opportunities. These would be numerous given the number of activities that would occur at the facility. Local volunteers are many and they can relive many pressures on township staff and resources. Local and relatively unorganized leagues and competitions will only increase at a visible appealing, safe and accessible upgraded facility.

Qualification 1.1.4 – Sustainable operating, and capital costs

Proposed Project and Budget

Overview

The leadership committee for this facility proposal have experience managing and administrating multi-million dollar capital projects, businesses, and grants in both government and non-government settings. This experience is reflected in a fair and reasonable proposal.

Project statement of proposed scope, cost and timing

This proposal is for an upgraded outdoor recreation and leisure facility located at the current site of the Bissell Park recreational surface in Bissell Park in the heart of the village of Elora. The focus of the facility would be for open air, informal recreational and leisure activities, unsupervised, with minimal time constraints, that are as diverse as they are multi-aged and accessible.

The project cost would require a $350k allotment from the MacDonald trust fund, as well as $125k from other sources of donation, fundraising, and in-kind contributions – for a total estimated capital project cost of $475k.

It is anticipated that the project would have a 2 year time frame to full completion. Construction could be conducted in a Sept-December period. If optimal weather and project trade co-ordination occurs, there may only minimal interruption in the winter/summer uses for the basic surface.

Operating costs would be minimal. These would follow the pattern already established over the past years between the Bissell Rink volunteers and local businesses, and the TCW. This model has proven sustainable for the past 25 years for this facility and the upgraded facility as proposed would be no different. It is being planned and designed with that precise goal in mind – to not over reach on the vision – create a practical, resilient, and proven facility model – and be financially sustainable.

Many small communities in Ontario have an outdoor rink surface exactly similar to the one in this proposal (e.g. MacDougall Township, Tay Township, Carling Township, Parry Sound, and Conestogo for a few examples).

Qualification 1.1.2 – Serving needs not already addressed in the Township

The focus of this facility would be open air, no cost informal recreational and leisure activities, unsupervised, with minimal time constraints, that are as diverse as they are multi-aged and accessible. All occurring in a safe enclosed area. As such, this type of centrally located open air activity is not available elsewhere around the village of Elora.

This is a formula that is already being proven as successful at the Bissell Park surface for over 30 years. Bissell Park itself is a mecca of motion and activity by the majestic Grand River. This upgraded facility would only add to the beauty, and pride in Elora and the use of Bissell Park overall.

The list in **Appendix 1** indicates the diversity of activities that have been held on the surface at Bissell Park. There are very limited, if any similar areas for these to occur elsewhere in Elora. People of all ages need informal, unscheduled, on their own time, opportunities to be active. The surface at Bissell Park provides just that at no direct cost and without being tied to any digital technology.

Qualification 1.1.3 – Documented support

In **Appendix 4** are notes of support.

The Elora Rockers are providing leadership to this proposal and have many community connections including: community leaders, sports, volunteers, organizations, and a network of local contractors. Contractors who can rally to partially offset the costs of this project. Many members of the Elora Rockers are also members in the Centre Wellington Contractors Association who is another valuable supporter of this project.

Also of note are the Elora Lions who have already invested in Bissell Park. The Elora Lions gazebo will be integral to this project as a shelter for preparation and recovery from activities on the recreation surface. Down the road this gazebo could be converted to a warming area for participants in recreational activities in colder months. The Elora Lions are also invested in Bissell Park as they have constructed a widely used board walk through out the Park. The Elora Lions are also putting a cash donation for the facility in this proposal.

The project would be overseen and administrated by an implementation team with leadership from the Elora Rockers and the Elora Lions organizations and proposed membership from the TCW. A description of the lead organizations of this proposal is in **Appendix 2.**

The implementation team would also oversee the appropriate communications related to this project – fully respecting the needs of the TCW. A communications plan would be developed by the implementation team. Community concerns and suggestions would be promptly responded to directly with the appropriate follow-up actions taken.

The implementation team would also complete the appropriate notes, signage, and ceremony of appreciation and thanks to acknowledge and thank the donations and contributions to the completion of this project.

Facility description

See **Appendix 3** for a draft sketch of the facility.

Proposed features

(Note: the proposed design details may need to be adjusted by the advice of the implementation team and the degree of success of the application process)

- A total footprint site of 105ft wide by 190 ft. long - running in the same orientation and centered in the same location as the existing asphalt ruins site;

- A finished concrete surface on new footings – to be white-washed periodically;

- Coolant piping installed for immediate passive use. Down the road if warranted some active periodic use with a renewable energy compressor could be considered if operating costs were feasible. (Consultation with two other townships revealed that they made a mistake by not having the foresight to install piping in their outdoor rinks);

- Capped dasher boards (clear see-through or standard construction as in the Elora Arena and many other small community outdoor surfaces. Details will be determined by the implementation team.)

– An inner recreational surface with dimensions of 85'x170' (smaller than the current Elora Arena surface)

- An 8 foot wide extension of the concrete surface outside of hockey boards around the full oval for free skating, elder skating, strollers, walkers, wheelchairs, walking and running (an inexpensive "skate-path" concept). This would have a safety railing;

- New 6 to 8 foot protective fencing at each end and corners of the interior surface;

- The existing high-quality basketball nets would be re-oriented to the sides of surface to reduce the damage they are currently receiving from pucks, balls, rings, snow removal equipment, and vandalism. This would allow a larger playing surface for 2-court basketball;

- Double doors to allow machinery and vehicles if needed. These double doors at the south/east corner of the facility would be designed for year-round access and durability;

-Participant door at north/east corner area that is accessible and durable and safe;

- New lighting for the free skate rim, the new paths, and the gazebo;

- New walkways to washroom building and gazebo from the upgraded surface. These would be durable enough for clearing with a snow blower;

- Completed repairs to the Elora Lions Gazebo;

- Landscaping will improve grades for accessibility and any tree removed in the construction will be replaced by 5 new trees.

- The proposal is not in the flood plain of the Grand River.

Detailed Budget

The proposal would call for a local construction process to include design and engineering as well as construction. This would utilize services routinely used within these contractors. The implementation team would oversee and ensure the requirements of the TCW (such as registration, contractor of record, liability etc.).

Capital costs **Total = $475k**

Details

Removal and disposal of old ruins and surface	$20k
Excavation of upgraded site and walkways	$30k
Foundation and concrete new surface and drainage	$185k
New dasher boards and fencing installed	$165k
Railings and free skate dasher hardware	$10k
Electrical services and lighting installed	$40k
Gazebo repair	$5k
Landscaping	$20k

current 70x140

****

Assets **Total = 476k**

Details

Sources of donations **$26k**

Rockers Association	$10k
Lions Association	$16k

In Kind **$100k**

Primarily by contractor labour and material savings.

MacDonald Trust Fund **$350k**

Operating cost per year

Details

TCW Parks and Rec budget **$3500**

Repair of snow removal equipment

Fuel for snow removal equipment

Lease for snow removal equipment

Snow shovels

LED Light bulbs

Miscellaneous facility damage repair

White wash material

Volunteers - 300 hr/year volunteers **(in kind)**

Surface related operations:

raking leaves – debris removal

snow removal

white-washing

ice-making and patching, fire hose repair and storage

garbage pick-up

Facebook updates, signage

The volunteer labour is over and above existing general TCW operational maintenance (e.g. grass cutting, garbage removal, clearing of walkways, and de-icing salt, township webpage etc.).

Appendix 1 – Sampling of recreational surface activities observed by volunteers

Spring/Summer/ Fall

Early morning outdoor yoga

Open air Zumba exercise

Tai chi sessions

Lacrosse pickup games and informal skills training

Spontaneous pick up Ball hockey games involving all ages and family events

Soccer skills practice and games with an enclosed outdoor area

Bicycle riding safety training

Informal puppy and dog training in an outdoor enclosed area

Pickup basketball games and working on skills across all ages and families

A secondary stage and gathering area for Riverfest

Informal music group sessions

Drum circles

Roller blading and skateboarding and BMX bike riding

Open air Square dance practice

Mixed ages open air volleyball

Dodgeball

Kick the can informal multi-age sessions

Winter

Ringette pickup games and spontaneous skills practice

Free skating by all ages and skills

Informal open air figure skating

Sledge hockey practice in the open air with no constraints or rules

Pick up hockey mixing all ages and genders spontaneously - at all times of the day and night

Tobogganing

Appendix 2 – Description of leading organizations

Elora Rockers

The Elora Rockers began as an old timer hockey club in 1978. The group of 20 hockey players from Elora entered tournaments and did a small degree of fundraising which supported the team. The fundraising grew to a level where a local designated group or project was selected each year to receive a donation of about $2k, as well as smaller donations to the local food bank, Make-a-Wish foundation, and other small community projects in need. The Elora Rockers has since grown to over 75 alumni and players. From the last two years they have ear marked the Bissell Park multi-use surface upgrade to receive $10k. Tom Keating is the current Elora Rocker President and contact for this project.

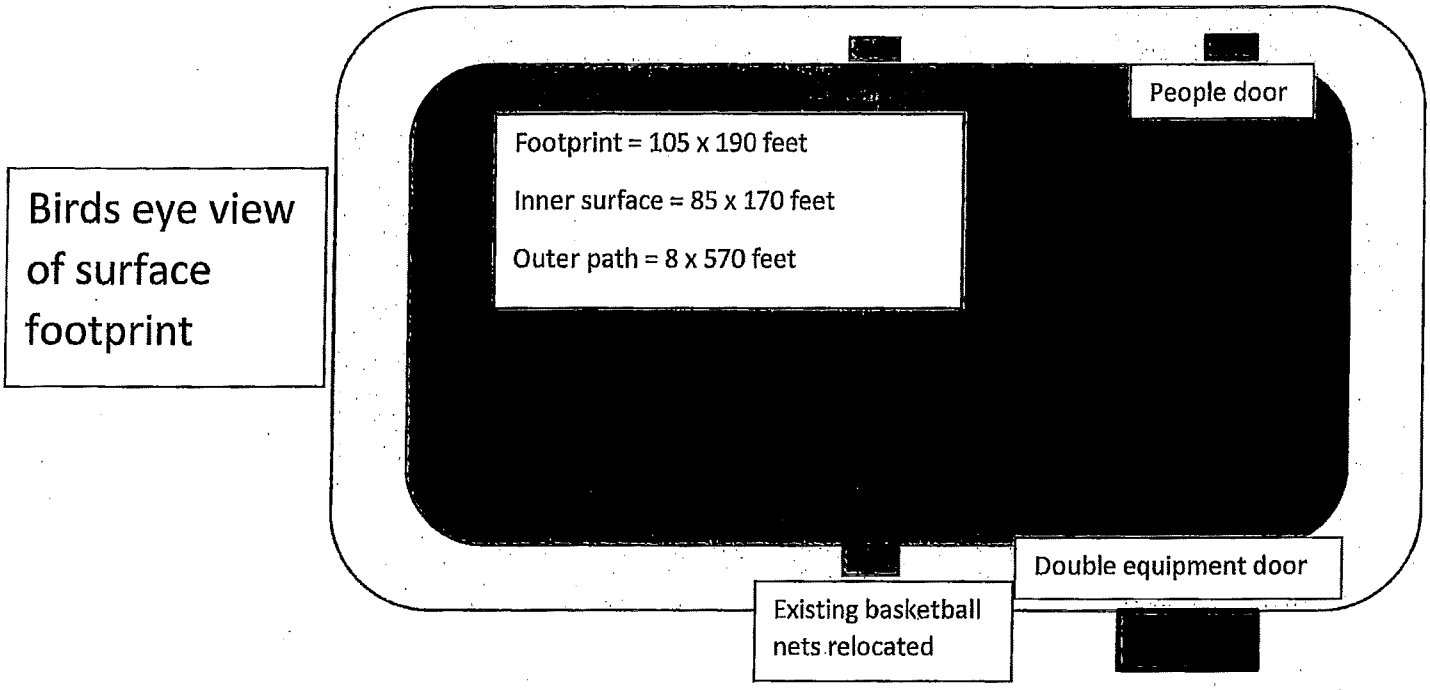
Elora Lions Club

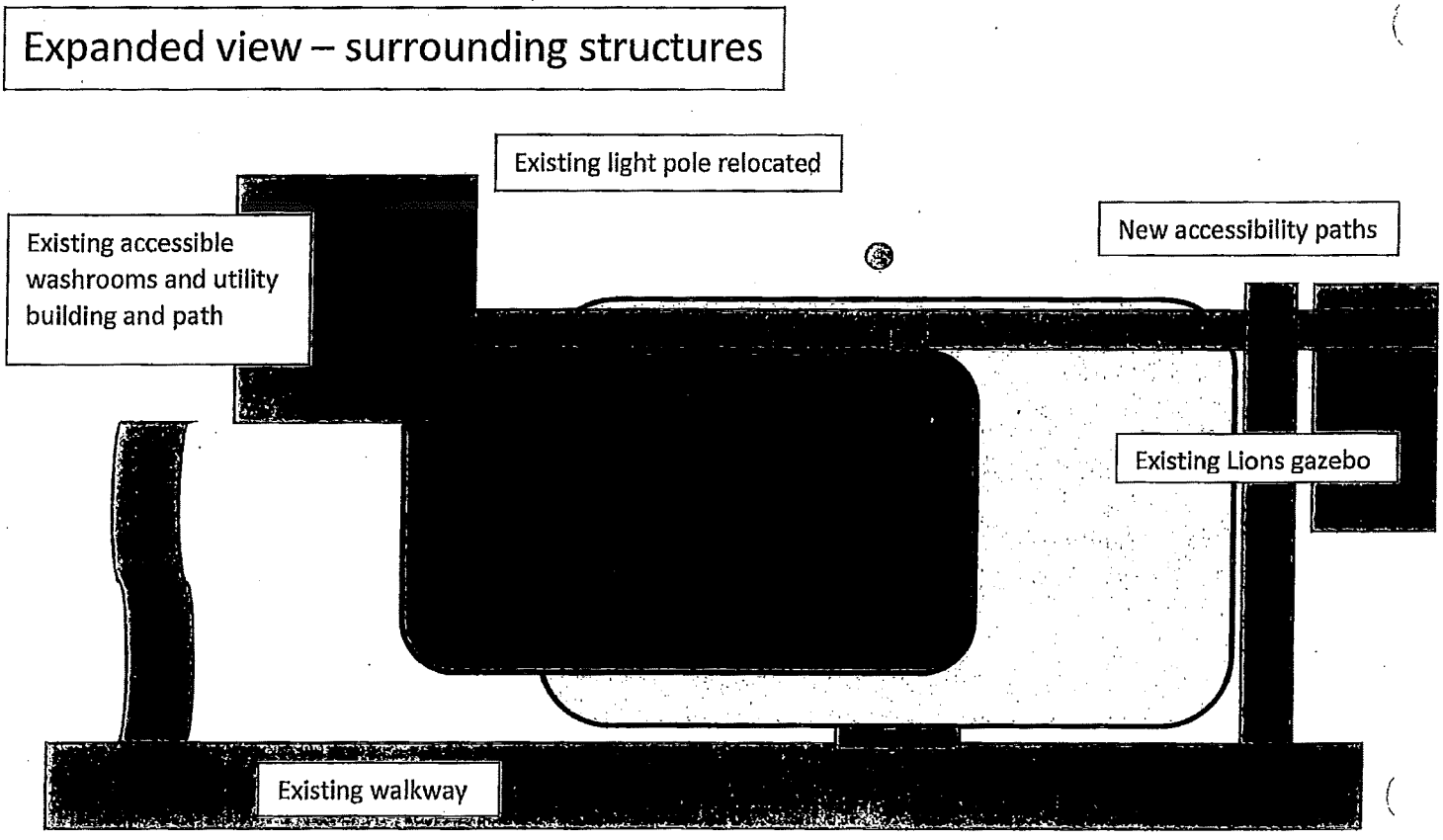
The Elora Lions Club has been active in Elora since 1947 providing the community with annual family events and other enriching activities of volunteerism, financial support in the form of donations and sponsorship, and enhancing the parks and playgrounds of Elora. Our membership consists of community members from all walks of life and adults of various ages with the common goal of serving the community through various avenues.

With the support of Lions Clubs International, which has the Mission Statement of "empowering volunteers to serve their communities, meet humanitarian needs, encourage peace and promote international understanding through Lions clubs", we are able to affect our wider community through sight related aid; assisting youth in different capacities; contributing to the aid in major catastrophes along with many other aspects of humanitarian service.

The Elora Lions are ear-marking a $16k cash donation towards the multi-use surface upgrade at Bissell Park. Jim Keating is the contact to the Elora Lions.

Appendix 3 - Proposed draft sketch of Bissell multi-use surface upgrade





Appendix 4 – Notes from sources of support

January 23 2018

Township of Centre Wellington

Bissell Park Multi-use Recreational Surface Upgrade - MacDonald Trust Fund Application

Dear TCW,

This is a note of support for the proposed upgrade to the recreational surface at Bissell Park in Elora. This is a proposal for an upgraded facility that would be used year-round, be accessible to all citizens in Elora and area, nicely complement existing township facilities, and build on an existing successful model of recreation and leisure in Bissell Park.

Riverfest has been a very successful cultural festival in Elora and will be celebrating its 10th anniversary. The proposed upgrade to the recreational surface in Bissell Park would be an excellent improvement for a 2nd stage area for the festival. This would help build the community benefits of Riverfest in the heart of Elora and area.

Riverfest Elora will continue to support the activities that enhance Bissell Park. We look forward to working with Dave Alves and the group toward this wonderful goal.

Sincerely,

DMA per S.W.

Shawn Watters

Riverfest Elora

January 30 2018

Township of Centre Wellington – Council and the Community Services Advisory Committee

Bissell Park Multi-use Recreational Surface Upgrade - MacDonald Trust Fund Application

Dear Community Services Advisory Committee,

This is a note of support for the proposed upgrade to the recreational surface at Bissell Park in Elora.

My wife Barb and I and family have lived in Elora for 38 years and we have maintained the Bissell Park rink for the past 26 years. We were Citizens of the Year for volunteerism in the community, minor sports, school council, and the work with the Bissell Park Rink in 1997. It is always wonderful to be thanked as a volunteer – there are of course many others who have dedicated much more volunteer time than us in our wonderful community.

Many hours are spent watching and talking to the diversity of participants in Bissell Park. It has become a real centerpiece to the Village.

However now it could use some renewal. The proposed upgrade looks to be a reasonable and creative idea for a year-round, accessible, efficient, used by all facility, and a perfect complement the wonderful existing township facilities in Bissell Park. It would build on everyone's success at Bissell Park to date. This includes the Township, the Riverfest festival, the work of the Elora Lions and many many other year-round groups, and participants.

In the past two years I have had the dedicated assistance of long time Elora resident Tim Grier. Tim is a retired writer for the CBC. Young Tim Anderson – who is currently maintaining the Beatty Park rink – has also helped at Bissell Park. As long as our bodies are good to go - we are committed to continuing our work at Bissell Park.

Sincerely,

David Alves

82 Mill St East

Elora ON

Jan 30 2018

The Centre Wellington Contractors Association

Re: Bissell Park Multi-use Recreational Surface Upgrade - MacDonald Trust Fund Application

Dear Council - Township of Centre Wellington,

This is a note of support for the proposed upgrade to the recreational surface upgrade at Bissell Park in Elora. This is a proposal for an upgraded facility that would be used year-round, be accessible to all citizens in Elora and area, nicely complement existing township facilities, and build on an existing successful model of recreation and leisure in Bissell Park.

The community is very appreciative of the opportunity for applications to the MacDonald Trust Fund. However we recognize that with the breadth of contractor expertise resident in the Elora area, there may be a further opportunity to contribute to the Bissell multi-use surface upgrade. If the Bissell Park multi-use surface upgrade proposal is successful, our organization would commit to working with the implementation team for the project to explore ways to offset the project costs either through providing volunteer labour or approaching our supplier members for support on materials.

The Bissell Park multi-use surface upgrade is a worthwhile community project for the TCW to support with the MacDonald Trust Fund.

Sincerely,

Centre Wellington Contractors Association

MACDONALD GRANT AGREEMENT

THIS GRANT AGREEMENT made this 1st **day of** September **, 2020**

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF CENTRE WELLINGTON
(herein after called "the Township")

PARTY OF THE FIRST PART

-and-

JAMES KEATING CONSTRUCTION LTD.
(hereinafter called "Keating")

PARTY OF THE SECOND PART

-and-

ELORA LIONS CLUB
(hereinafter called the "Elora Lions Club")

PARTY OF THE THIRD PART

The Part of the Second and Third Parts collectively referred to as the "Recipient"

W H E R E A S:

A. The Recipient has submitted a proposal to Centre Wellington for a grant from the MacDonald Trust Fund for the construction of a multi-use surface in Bissell Park;

B. The Township has accepted the Recipient's application and has approved a grant in the amount of three hundred fifty thousand dollars ($350,000.00) (the "**Grant**") for the construction of a multi-use surface (the "**Project**");

C. The Parties wish that the form of this Project will be substantially similar to the concept design prepared by the engineer of this Project, as attached hereto as Schedule "A" (the "**Concept Design**");

D. The Township is the owner of Bissell Park, and has agreed to permit the Recipient to construct the Project on its property;

E. The Township is authorized to grant this money to the Recipient;

F. The Township has agreed to make a grant subject to the terms and conditions of this Agreement;

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

ARTICLE 1 - INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise specifies or requires, the following terms shall have the respective meanings specified or referred to below and grammatical variations of such terms shall have corresponding meanings:

(a) **"Active Stop Work Order"** means the order defined in Article 3.2c);

(b) **"Agreement"** means this agreement and all schedules thereto and any documents incorporated herein by reference;

(c) **"Applicable Law"** means any and all applicable federal, provincial and municipal laws, including environmental laws, health and safety laws, statutes, codes and by-laws (of general application) and any written agreements between the Township and the Recipient;

(d) **"Authorized Representative"** means such persons as are identified in Article 1.5;

(e) **"Bissell Park"** means the property known municipally as 127 East Mill Street, Centre Wellington ON, N0B 1S0;

(f) **"Change Work Order"** means the order defined in Article 3.2f);

(g) **"Concept Design"** means the design defined in Recital C.;

(h) **"Contractor"** means Keating and includes subcontractors, workers, suppliers and material persons;

(i) **"Default"** means such default as defined in Article 1.12(a);

(j) **"Effective Date"** means the date defined in Article 6.1;

(k) **"Employees"** means

(i) with respect to the Recipient, any official, officer, employee, volunteer, contractor or authorized agent of the Recipient;

(ii) with respect to the Township, any official, officer, employee, authorized agent or contractor of the Township but specifically excludes the Recipient and the Recipient's contractors; and

(iii) with respect to the contractors of the Township or the Recipient, any officer, employee or agent of the contractor;

(d) **"Final Inspection"** means the inspection defined in Article 3.4 and Schedule "D";

(e) **"Grant"** means the $350,000.00 that the Township has agreed to provide to the Recipient from the MacDonald Trust Fund, on the terms and conditions as set out herein;

(f) **"Indemnifiable Matters"** means such matters as defined in Article 1.12;

(g) **"Indemnifying Party"** means such Party as defined in Article 1.12(a);

(h) **"Initial Inspection"** means the inspection defined in Article 3.4 and Schedule "D".;

(i) **"Land"** means the specified portion of Bissell Park on which the Project will be constructed;

(j) **"Laws"** means all Applicable Laws;

(k) **"Liability Waiver"** means the Waiver defined in Article 4.4(b);

(l) **"MacDonald Trust Fund"** means the funds that the Council of Centre Wellington has resolved to distribute to community groups in the former village of Elora by specific bequest from Jack R. MacDonald;

(m) **"Multi-Use Surface"** means the to-be-constructed area for year-round community activities in Bissell Park;

(n) **"Parties"** means the Township, Keating, and the Elora Lions Club, and "Party" means one of the parties;

(o) **"Permitted Construction Hours"** means the hours of work defined in Article 4.2(a);

(p) **"Phase"** means the Phase defined in Article 3.2a), and Phase I, Phase II, and so on has the corresponding singular meaning;

(q) **"Private Donations"** means the donation defined in Article 4.1(a);

(r) **"Project"** refers to the construction of a multi-use surface in a form substantially similar to the drawings and specifications attached hereto as Schedule "A", as may be modified with advanced, written approval by the Township.

(s) **"Resolved Stop Work Order"** means the order defined in Article 3.2(d)(3);

(t) **"Temporary Closure"** means the closure defined in Article 4.7(d); and

(u) **"Work Schedule"** means the schedule defined in Article 3.2b).

1.2 Section and Headings

The division of this Agreement into articles, sections, subsections, paragraphs and clauses and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

1.3 Number, Gender and Persons

In this Agreement, words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include all Persons.

1.4 Governing Law

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the Laws of the Province of Ontario and the federal Laws of Canada applicable herein, and each party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

1.5 Authorized Representative

Each of the Township, Keating, and Elora Lions Club hereby appoints an authorized representative, and such person shall be the primary point of contact for such Party and agrees to be bound by the statements and actions of its Authorized Representative. The Authorized Representatives are as follows, and may be changed by written notice to the other Parties:

(a) Township:	
Execution of documents	Dan Wilson, Managing Director of Corporate Services
Design, Construction, and Payments	Pat Newson, Managing Director of Community Services
(b) Keating	Tom Keating
(c) Elora Lions Club	Brad Wittick

1.6 Entire Agreement

This Agreement and the attached Schedules constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, whether written or oral between the parties. Except as provided in this Agreement, there are no conditions, covenants, agreements, representations, warranties, acknowledgements or other provisions, express or implied, collateral, statutory or otherwise, that form part or affect this Agreement. The execution of this Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any conditions, covenants, agreements, representations, warranties, acknowledgements, or other provisions not expressly made in this Agreement.

1.7 Amendments and Waivers

No amendments or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party's Authorized Representative. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless expressly provided.

1.8 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, and the deletion of such provision would not constitute a material amendment to this Agreement, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct in accordance with the foregoing.

1.9 Currency

Unless otherwise indicated, all dollar amounts in this Agreement are expressed in Canadian funds.

1.10 Independent Contractors

The relationship of the Recipient and the Township established by this Agreement is that of independent contractors, and nothing in this Agreement shall be construed:

(a) to give either party the power to direct or control the day-to-day activities of the other;

(b) to constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or

(c) to allow either party to create or assume any obligations on behalf of the other party for any purpose whatsoever.

1.11 Reasonable Performance of Obligations

Each party shall act reasonably in the performance of its obligations and the exercise of its rights under this Agreement.

1.12 Indemnification

(a) The Recipient (the "**Indemnifying Party**") shall hold harmless the Township and its respective directors, officers, employees, agents, representatives, successors and permitted assigns (collectively, the "**Indemnified Party**") from all actions, causes of actions, suits, claims, demands, fines, costs (including legal costs), expenses, interest or damages of every nature and kind whatsoever (the "**Indemnifiable Matters**") which may arise directly or indirectly from the Indemnified Party's obligations under the terms and conditions of this Agreement, or from the obligations of the Indemnifying Party under the terms and conditions of this Agreement (the "**Default**").

(b) Without limiting the generality of Article 1.12 (a), Keating shall have the sole and absolute obligation to hold harmless the Indemnified Party in respect of these Indemnifiable Matters:

a. Construction lien actions;

b. WSIB-related matters;

c. OHSA-related matters; and

d. Damage to utility lines.

ARTICLE 2 – APPLICATION OF THE AGREEMENT

2.1 Application of Agreement

The Parties agree that this Agreement shall apply to the entire Phase 1 construction process of the planned Project on the Land owned by the Township.

ARTICLE 3 – GENERAL CONDITIONS

3.1 Recipient Relationship and Liability

Pursuant to the Joint Venture between Keating, the Elora Lions Club, and the Elora Rockers, attached hereto as Schedule "B", Keating shall be primarily responsible for the construction of the Project. Elora Lions Club shall be primarily responsible assisting with volunteer recruitment. Notwithstanding the foregoing, Elora Rockers shall have no responsibility under this Agreement.

3.2 Township Oversight of Project Schedule

a) The Township shall have total control of when work shall commence on the Project, and work shall not commence on each phase of the Project until the Township approves, in its sole and absolute discretion, the Plans in respect of the entirety of that Phase of the Project (these phases, "**Phase I**", "**Phase II**", and so on).

b) Work shall commence on the Project in strict conformance with the work schedule, attached hereto as Schedule "C" (the "**Work Schedule**").

c) When work is commenced on the Project without the approval under Article 3.2 a), the Township may by written notice to the Recipient issue a stop work order (the "**Active Stop Work Order**").

d) Upon receipt of the Active Stop Work Order(s) the Recipient shall:

(1) Immediately terminate the work covered by the terms and conditions of the Active Stop Work Order(s);

(2) Take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the Active Stop Work Order(s) during the period of the work stoppage; and

(3) Provide by written notice to the Township that the work covered by the Active Stop Work Order(s) has been resolved (the "**Resolved Stop Work Order**").

e) The Township shall cancel any Active Stop Work Order(s) in respect of any work on the Project if, in its sole and absolute discretion, it is satisfied that the Recipient has by written notice indicated that it has complied with the terms and conditions of any Resolved Stop Work Order(s).

f) The Township may modify the work schedule, the payment schedule, and other such terms and conditions in this Agreement if, in its sole and absolute discretion, there is a material increase or decrease in the amount of time required for, or in the Recipient's costs properly allocable to the performance of any part of this Agreement (the "**Change Work Order**").

g) The Township and the Recipient shall mutually agree on the form of the Stop Work Order(s) and Change Work Order(s).

h) Notwithstanding anything to the contrary in this Agreement, if the Recipient's work exposes any items that may indicate an archeological find, such as building remains, hardware, accumulation of bones, pottery, or arrowheads, the Recipient shall immediately notify the Township and suspend work within the area identified by the Township. Notification may be verbal provided that such notice is confirmed in writing within 2 days. Work shall remain suspended within that area until otherwise directed by the Township in writing.

(1) Any delay in the completion of the Agreement that is caused by such a suspension of work shall not be the fault of the Recipient.

(2) The Recipient shall take all reasonable action to minimize additional costs that may accrue as a result of any work stoppage.

3.3 Location of the Land

The Township shall have unilateral authority to alter the location of the Land for the Project, taking into consideration the multiple users of Bissell Park, the potential future growth of the Multi-Use Surface components, and complimentary recreation design for the site and Bissell Park as a whole.

3.4 Inspection by Municipality

The Township, its employees, agents and contractors or any other authorized person may inspect the construction under this Agreement, but such inspection shall in no way relieve the Recipient from its sole obligation to oversee and inspect the construction of the Project. At a minimum, Keating shall provide notice of readiness for inspections at the constructions milestones as more particularly set out in Schedule "D". If the construction of the Project is not, in the opinion of the Township, being carried out in accordance with the provisions of this Agreement or in accordance with good engineering practices, the Township may instruct the contractor(s) to cease work forthwith and shall issue instructions to the Recipient to take such steps as may be deemed necessary to procure compliance with the provisions of this Agreement, pursuant to Article 3.2.

3.5 Ownership Vests in the Township

a) Upon completion of the Project, and subject to this Article 3.5 (b), the Recipient shall vest all components of the Project to the Township.

b) The Township shall assume all components of the Project on the condition that:

a. The Township has approved the Plans in respect of each Phase of Work pursuant to Article 3.2;

b. The Township has not issued any Active Stop Work Order(s) or the Recipient has complied with any Resolved Stop Work Order(s) pursuant to Article 3.2;

c. The Recipient and Keating, as the case may be, have complied with all their/its obligations pursuant to Article 4;

d. The Township has inspected the construction of the Project, pursuant to Article 3.4 and the Recipient or Keating (as the case may be) have complied with Schedule D; and,

e. The Township, in its reasonable discretion, determines that the Recipient has cooperated with it in all matters reasonably necessary for the Township to have enough information to discharge the conditions of this Article 3.5 (b).

ARTICLE 4 – RECIPIENT OBLIGATIONS

4.1 Recipient Obligations – General

(a) Upon execution of this Agreement, the Recipient shall provide to the Township all private donations funds secured to-date for the Project (the "**Private Donations**").

(b) The Recipient shall provide to the Township any additional Private Donations it secures for the Project after the execution of this Agreement.

(c) The Recipient shall commence and substantially complete construction on the Project in strict conformance with the terms and conditions of the Work Schedule.

4.2 Recipient Obligations – Construction Requirements

(a) Subject to the Recipient complying with the provisions of By-Law No. 5001-05, as amended, the Recipient shall have the discretion to complete work on the Project between the hours of 7:00 a.m. and 10:00 p.m., from Monday to Sunday (the "**Permitted Construction Hours**").

(b) Notwithstanding Article 4.2 (a), the Township's Authorized Representative or their designate shall be entitled to restrict or modify the Permitted Construction Hours in consideration of weather conditions, community events, or other factors as deemed necessary by the Township.

(c) The Recipient shall ensure that a competent and qualified foreperson is on site at all times during construction.

(d) The Recipient shall ensure that proper safety signage, fencing and cautions are in place for the duration of the Project.

(e) Any promotional signage relating to the Project must be approved by the Township as to size, colour, contents and location, at the Township's sole discretion and which approval may be unreasonably withheld.

(f) The Recipient shall be responsible for obtaining all requisite permits and approvals (with the exception of GRCA permit(s) which will be acquired by the Township) prior to commencement of any construction on the Project.

(g) The Recipient shall construct all elements of the Multi-Use Surface in a good and workpersonlike manner in compliance with all applicable law to industry standards.

(h) The Recipient shall use only fully trained and qualified Employees on the Land for construction of the Project.

4.3 Shared Obligations – Donations

(a) All Private Donations shall be made to the Township and must specify the use for which the donation shall be used. Only Private Donations restricting their use for the Bissell Park Multi-Use Surface shall be included in the monies for funding the Project.

(b) The Township shall issue donation receipts for donations in excess of twenty dollars ($20.00) that are made to the Township.

4.4 Recipient Obligations – Volunteers

(a) The Township acknowledges that it is the intention of the Recipient to utilize volunteers in addition to paid staff for the construction of the Project and for fundraising monies to supplement the Grant. The Township's acceptance of this condition is expressly conditional upon the applicable terms and conditions in Article 4 being complied with. The Township shall have the right, but not the obligation, to inspect the Recipient's records and the Land to ensure compliance with Article 4, but no such inspection shall in any way relieve the Recipient of its obligations hereunder.

(b) The Recipient shall ensure that all volunteers sign a liability waiver in the form attached hereto as Schedule "E" (the "**Liability Waiver**").

(c) The Recipient shall ensure that all volunteers are adequately trained and wearing all necessary personal protective equipment when participating in the Project.

4.5 Keating Obligations – Construction

(a) Keating shall be responsible and liable for all construction activities on the Project.

(b) Keating shall ensure that no work is commenced on the Project without first reporting to the Township.

(c) Keating shall proceed diligently and continuously to complete the Project within the timelines specified herein.

(d) Keating shall be responsible for ensuring that all equipment used for the Project meets federal, provincial and Township standards and regulations, and that only competent and qualified Employees operate such equipment.

(e) Keating shall be responsible for obtaining utility stakeouts prior to commencing construction and shall be responsible for the immediate repair of any damage caused to any utilities.

(f) Keating shall be responsible for the work and payment of all subcontractors.

(g) Keating shall transfer the warranties that it, or its respective directors, officers, employees, agents, representatives, successors and permitted assigns, hold from its subcontractors in respect of this Agreement to the Township, and the Township shall accept these warranties, provided that:

a. Keating shall cause these warranties to have a term of no less than two (2) years and enure to the benefit of the Township and its respective directors, officers, employees, agents, representatives, successors and permitted assigns.

b. Without limiting the generality of Article 3.4, the Township shall conduct an inspection of the Project before this two (2) year warranty term is deemed to commence (the "**Initial Inspection**"). If the Township is satisfied, in its reasonable discretion, that this Initial Inspection reveals that no corrective actions are required, the two (2) year warranty period shall commence.

c. Without limiting the generality of Article 3.4, the Township shall conduct an additional inspection of the Project at the termination of the two (2) year Warranty term (the "**Final Inspection**"). If the Town is satisfied, in its reasonable discretion, that this Final Inspection reveals that no corrective actions are required, the Town shall assume the Project, including any additional special warranties thereto.

(h) Keating shall protect trees and not remove any trees in contravention of any applicable law, including without limitation, the Township's Public Forest Policy (dated January 30, 2018), the Draft Urban Design Guidelines (dated April 2015), and the Draft Development Manual (dated March 2018).

(i) The Recipient shall be responsible for complying with all responsibilities under the *Workplace Safety and Insurance Act*, as amended, and any successor legislation.

4.6 Keating Obligations – Occupational Health and Safety Act

a) For the Purposes of the Ontario *Occupational Health and Safety Act* (OHSA), Keating shall be designated as the constructor for this Project and shall assume all of the responsibilities of the constructor as set out in the OHSA and its regulations.

b) Keating shall be responsible for providing the Ministry of Labour with notice of project.

c) Prior to the start of any work on the Project, Keating shall provide to the Township a detailed health and safety program as required under the OHSA, outlining safe operating procedures, hazard awareness, safety rules, reporting of deviants and to whom, and personal protective equipment requirements.

d) Keating acknowledges that it has read and understood the OHSA.

e) Keating shall observe strictly and faithfully the provisions of the OHSA and all regulations and rules promulgated thereunder.

f) Keating shall assume full responsibility for the enforcement of the OHSA to ensure compliance therewith.

g) Keating shall establish and maintain at the Land, in a manner easily available to all Employees, a copy of all relevant Material Safety Data Sheets.

h) Keating shall allow access to the Work site on demand to representatives of the Township to inspect Work sites to ensure compliance with the OHSA.

i) Keating shall not use hazardous materials, physical agents and/or designated substances in the performance of the Project without the prior written authorization of the Township and shall ensure that the requirements of the OHSA and associated regulations are complied with for their use.

4.7 Public Use of Bissell Park

The Recipient agrees:

(a) That Bissell Park shall be kept in a good and usable condition during the construction period and, if damaged by the Recipient or parties employed by or volunteering with the Recipient in construction of the Project will be repaired or restored immediately.

(b) Not to foul the public roads leading to the Land, and further agrees to provide the necessary persons and equipment to be available on reasonable notice at all times to keep such roads clean and that all trucks making deliveries to or taking materials from the Project shall be adequately covered and reasonably loaded so as not to scatter refuse, rubbish or debris on the abutting streets.

(c) That the Recipient shall take all reasonable precautions necessary to ensure the safety of Employees and the general public, including but not limited to children who may play in or around the Land.

(d) That safe and convenient public access to Bissell Park shall be maintained at all times, except when the Recipient, in its reasonable discretion, believes that a temporary closure of Bissell Park is necessary to ensure public safety (the "**Temporary Closure**"). The Recipient shall notify the public of a Temporary Closure of Bissell Park by the reasonable use of signage and barricades.

4.8 Township Rights

(a) Without limiting the generality of Article 3.2, the Township reserves the right to require Keating to take immediate corrective action where a representative of the Township requests compliance with the terms set out herein, the OHSA and other relevant health and safety regulations, the Environmental Protection Act, associated regulations or any other applicable legislation. Where Keating fails to comply with the Township's request, to the satisfaction of the Township, the Township may:

i. Require that all work on the project stop immediately and that work not recommence until such time as the corrective action has been taken to the satisfaction of the Township pursuant to Article 3.2; and/or

ii. Terminate the Agreement for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

4.9 Insurance requirements

a) The Recipient shall, at its own expense, obtain and maintain Commercial General Liability Insurance for third party bodily injury and property damage, to an inclusive limit of not less than five million dollars ($5,000,000) per occurrence (no aggregates permitted). This policy is to include the Township as an additional insured. Proof of insurance will be submitted by way of an executed Certificate of Insurance. It shall be the sole responsibility of the Recipient to determine what additional insurance coverage, if any, is necessary and advisable for its own protection and/or to fulfill its obligation under this Agreement. Any such additional insurance shall be maintained and provided at the sole expense of the recipient.

b) Keating shall, at its own expense, obtain and maintain Standard Automobile Liability Insurance that complies with all applicable law of the Province of Ontario, to an inclusive limit of not less than two million dollars ($2,000,000) per occurrence for third party liability, in respect of any use and operation of vehicles owned, operated or leased by Keating.

ARTICLE 5 – BUDGET AND PAYMENT SCHEDULE

5.1 Payments to Recipient

(a) Subject to Article 3.2, payments will be made from the Township to Keating as set out in the Work Schedule, and such payments shall constitute payment in full for the Recipient's performance in respect of the Project.

(b) The Township shall make payments to Keating in the following order of priority:

1. Grant monies; and then

2. Private Donations secured by the Recipient or the Township for funding the Project.

5.2 Final Payment

Prior to release of the final payment for Phase I of the Project and acceptance by the Township of the Multi-Use Surface, the Recipient shall provide the following documentation to the Township:

(a) Statutory declaration under the construction act;

(b) Worker's compensation clearance;

(c) Proof of expiration of any applicable construction lien period; and

(d) As built drawings.

5.3 Budget

(a) The Work shall commence on the Project in strict conformance with the Work Schedule.

(b) The Recipient will promptly notify the Township of any material cost overruns in the Project, as compared to the approved budget set out in the Work Schedule.

(c) Notwithstanding anything to the contrary in this Agreement, the Township's obligation to make payment to the Recipient is subject to the availability of funds from the Grant, and the Township's Grant payments to the Recipient in respect of this Project shall not exceed the amount of three hundred fifty thousand dollars ($350,000.00) in any circumstances.

ARTICLE 6 – THE AGREEMENT

6.1 Effective Date of This Agreement

This Agreement shall become effective on the date of the execution of this Agreement by the Township and the Recipient (the "**Effective Date**").

6.2 Amendments Only in Writing

No modification, variation, amendment or termination by mutual consent of this Agreement, and no waiver of the performance of any of the responsibilities of the Parties shall be effective unless such action is taken in writing by instrument or document executed by the Parties, excepting that the foregoing shall not apply where an express provision of this Agreement permits such modification, variation, amendment or termination pursuant to any other means, and in such instance the said provision shall apply. All representations and understandings of the Parties with respect to the Project and the subject matter of this Agreement are contained in this Agreement, and there are no other representations or understandings between the Parties. This Agreement supersedes any and all prior agreements and understandings between the Parties with respect to the subject matter of this Agreement.

6.3 Further Assurances

The Parties shall from time to time and at all times do such further acts and things, and execute all such further documents and instruments, as may be reasonably required to carry out and implement the true intent and meaning of this Agreement.

6.4 Independent Legal Advice

Keating and the Elora Lions Club each acknowledges having been given the opportunity to obtain independent legal advice and being advised to do so by the Township's solicitor, SmithValeriote Law Firm LLP, with respect to the terms of this Agreement prior to its execution and each of Keating and the Elora Lions Club further acknowledges and agrees that it understands the terms, and its rights and obligations under this Agreement. All parties acknowledge and understand that SmithValeriote Law Firm LLP is acting solely on behalf of the Township with respect to this Agreement, and that it has not provided legal advice to any other party and represents only the Township's interests.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed by their respective officers which are duly authorized, as of the date first above written.

This page has been left intentionally blank. The next page is the Signature Page.

THE CORPORATION OF THE TOWNSHIP OF CENTRE WELLINGTON
Per:

Name: Dan Wilson
Position: Managing Director of Corporate Services

I have authority to bind the Corporation

JAMES KEATING CONSTRUCTION LTD.
Per:

Name:
Position:

I have authority to bind the Organization

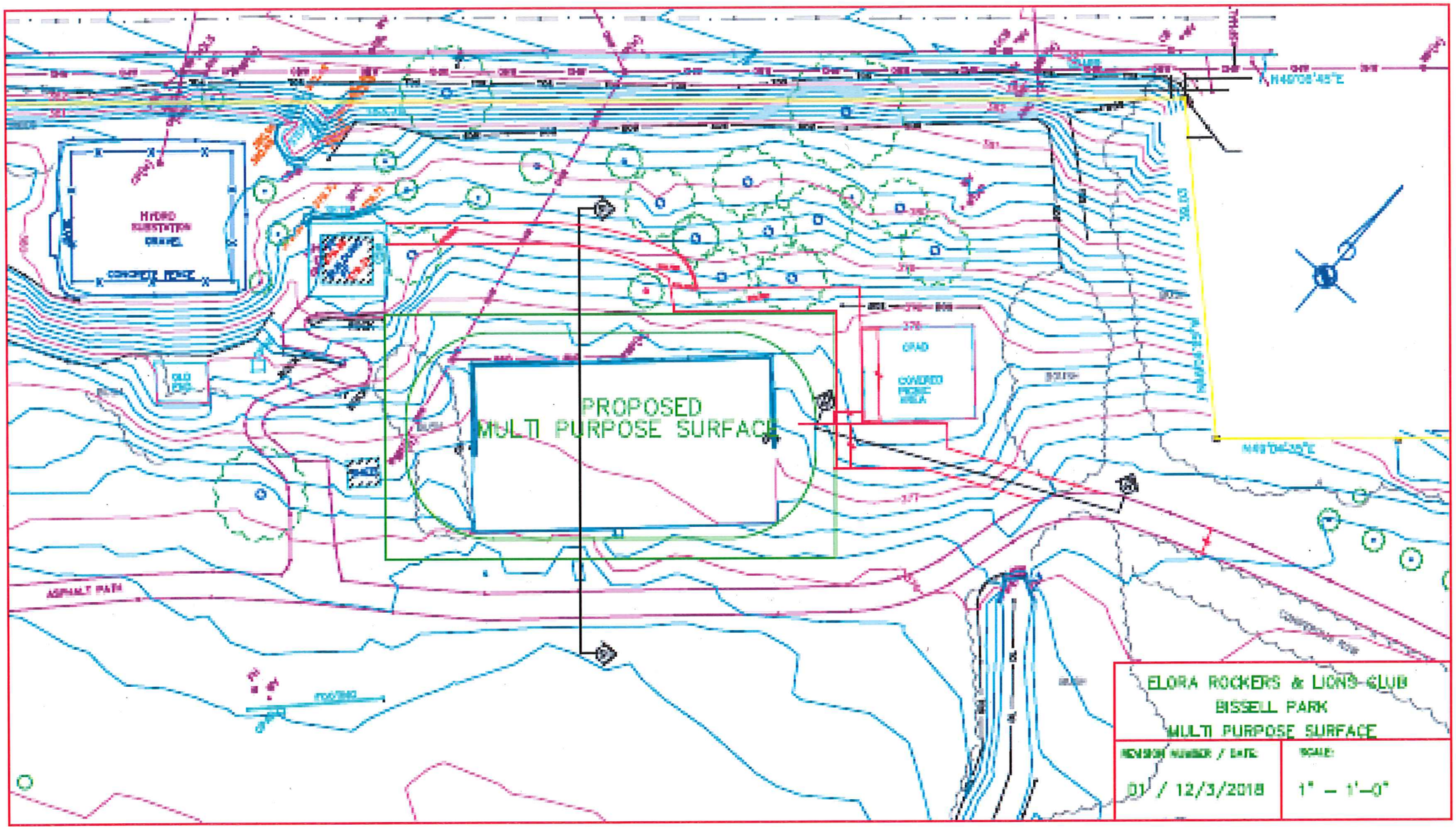
THE ELORA LIONS CLUB
Per:

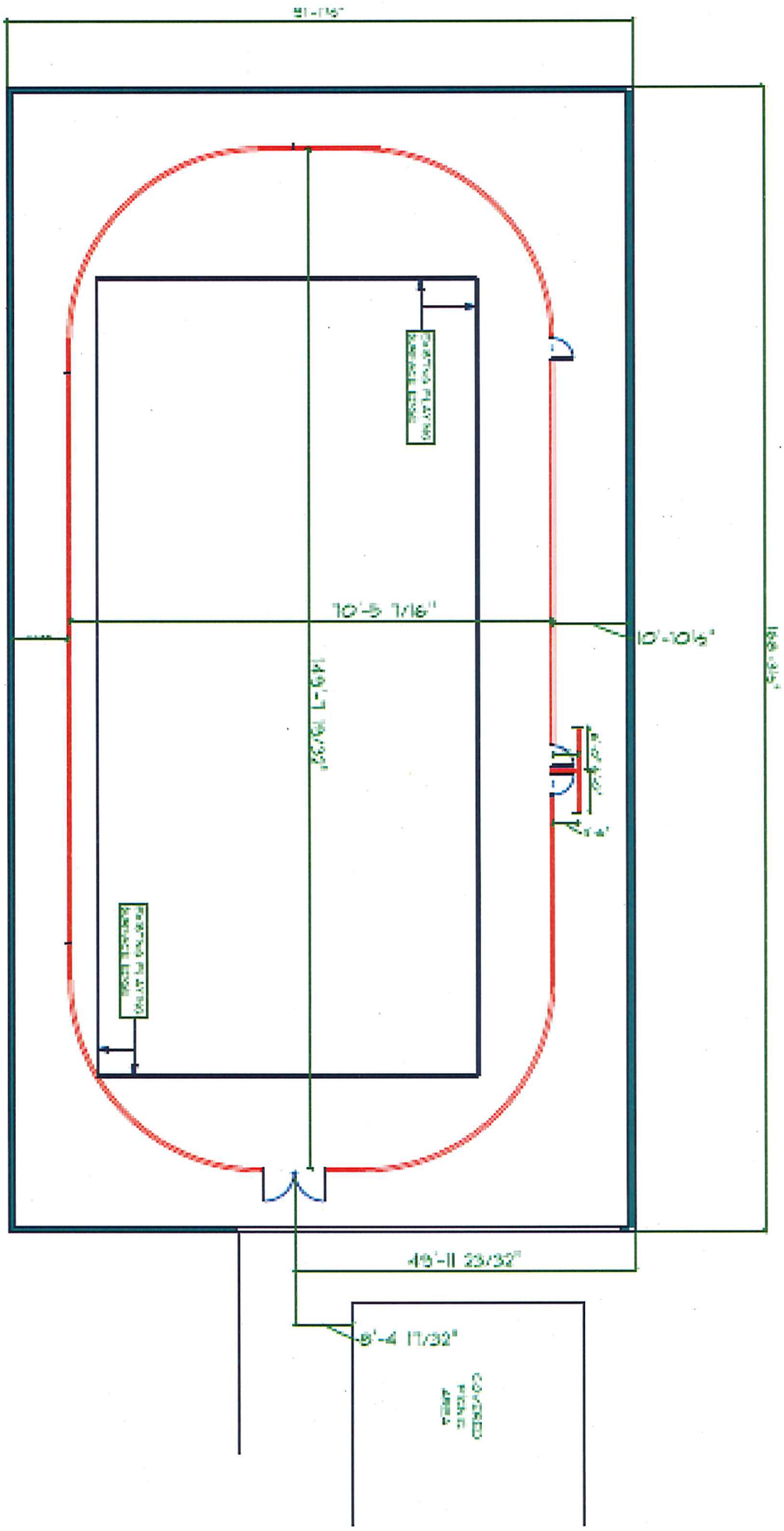
Name:
Position:

I have authority to bind the Corporation

Schedules

Schedule "A"
Concept Design


HYDRO SUBSTATION GRAVEL
CONCRETE BASE
PROPOSED
MULTI PURPOSE SURFACE
PAD
COVERED PICNIC AREA
ASPHALT PATH
N48°08'45"E
ELORA ROCKERS & LIONS CLUB
BISSELL PARK
MULTI PURPOSE SURFACE
REVISION NUMBER / DATE:
01 / 12/3/2018
SCALE:
1" = 1'-0"


10'-5 7/16"
10'-10¼"
45'-1 19/32"
49'-11 23/32"
8'-4 17/32"

Schedule "B"

Joint Venture Agreement

Joint Venture Agreement

THIS AGREEMENT made effective as of the 27 day of August, 2019,

BETWEEN:

JAMES KEATING CONSTRUCTION LIMITED
(hereinafter called "Keating") Incorporated

-and-

ELORA LIONS CLUB
(hereinafter called the "Elora Lions Club") Incorporated

-and-

ELORA ROCKERS SPORTS ASSOCIATION
(hereinafter called "Elora Rockers") Unincorporated

1. **Interpretation**

(a) "**Authorized Representative**" means the individuals identified in section 2(d) herein.

(b) "**Joint Venture**" means the joint venture created by this agreement; "**Joint Venturers**" means Keating, Elora Lions Club and Elora Rockers; "**Joint Venturer**" means any one of them.

(c) "**Lands**" means the property legally described as LT 8 E/S MELVILLE ST PL 181 ELORA; LT 9 E/S MELVILLE ST PL 181 ELORA; LT 10 E/S MELVILLE ST PL 181 ELDRA; LT 11 E/S MELVILLE ST PL 181 ELORA; LT 10 W/S CHALMERS ST PL 181 ELORA; LT 12 W/S CHALMERS ST PL 181 ELORA; LT 13 W/S CHALMERS ST PL 181 ELORA; LT 14 E/S CHALMERS ST PL 181 ELORA; LT 15 E/S CHALMERS ST PL 181 ELORA; LT 16 E/S CHALMERS ST PL 181 ELORA; LT 14 W/S N QUEEN ST PL 181 ELORA; LT 15 W/S N QUEEN ST PL 181 ELORA; LT 14 E/S N QUEEN ST PL 181 ELORA; LT 15 E/S N QUEEN ST PL 181 ELORA; LT 16 E/S N QUEEN ST PL 181 ELORA; PT LT 12 W/S N QUEEN ST PL 181 ELORA; PT LT 13 W/S N QUEEN ST PL 181 ELORA; PT LT 13 E/S N QUEEN ST PL 181 ELORA; PT CHALMERS ST PL 181 ELORA CLOSED BY RS6096, RS6112 AS IN MS45920 (PARCEL 1); PT TANNERY LT W/S UNION ST PL 181 ELORA AS IN MS45920 (PARCEL 1), ROS569696; PT UNION ST PL 181 ELORA CLOSED BY RS712 AS IN MS120009 (THIRDLY); PT MILL PROPERTY E/S UNION ST N GRAND RIVER PL 181 ELORA AS IN MS120009 (THIRDLY) S OF UNION ST; LT 16 W/S N QUEEN ST PL 181 ELORA; LT 17 E/S N QUEEN ST PL 181 ELORA; PT N QUEEN ST PL 181 ELORA CLOSED BY RS6096, RS6112 AS IN MS45920 (THIRDLY) EXCEPT PT 1, 61R8075; S/T RO812080; CENTRE WELLINGTON (PIN 71411-0222 LT), and known municipally as 127 E Mill St., Centre Wellington.

(d) "**Project**" means the construction of a multi-use surface at Bissell Park in accordance with the proposal submitted to the Township.

2. **Background**

(a) *Interest:* Keating, Elora Rockers and Elora Lions Club are all invested in the construction of a multi-use surface at Bissell Park for the improvement of community space in Elora.

(b) *Effective Date:* The Joint Venturers acknowledge that a joint venture exists with respect to the Project effective as of the date first written above.

(c) *No Partnership:* No partnership is created by this agreement. Nothing contained in this agreement shall or shall be deemed to constitute the Joint Venturers either as partners or as agent of the other or any other relationship whereby either could be held liable for any act or omission of the other. Neither Joint Venturer shall have any authority to act for the other or to incur any obligation on behalf of the other or of the Joint Venture save as specifically provided by this agreement. Each Joint Venturer covenants to indemnify the other from all claims, losses, costs, charges, fees, expenses, damages, obligations and responsibilities incurred by a Joint Venturer by reason of any action or omission of the other outside the scope of the authority specifically provided by this agreement.

(d) *Authorized Representative.* Each of Keating, Elora Rockers and Elora Lions Club hereby appoints an authorized representative, and such person shall have the authority to enter into contracts on behalf of its Joint Venturer and bind its Joint Venturer, and shall be the primary point of contact for such Joint Venturer. The Authorized Representatives are as follows:

(i)	Keating	THOMAS KEATING
(ii)	Elora Lions Club	BRADLEY WITTICH
(iii)	Elora Rockers	DAVID ALVES

(e) *Other Endeavours:* Nothing in this agreement shall prevent any Joint Venturer from carrying on its regular activities.

(f) *Name:* The Joint Venture shall be carried on under the name or names as the Joint Venturers shall agree.

(g) *Purpose:* The purpose of the Joint Venture is to construct a multi-use surface at Bissell Park in accordance with the MacDonald Grant approved by the Township and to raise any additional funds required to complete the Project.

(h) *Management:* Keating shall be responsible for the construction activities, and Elora Lions Club and Elora Rockers shall be responsible for fundraising additional funds for the Project, and shall assist with recruitment of volunteers for construction. All Joint Venturers must agree to the terms of the Agreement with the Township for the MacDonald Grant, and any amendments thereto.

(i) *Expenses.* Unless otherwise set out in this Agreement, expenses payable or paid, and losses, costs, damages and liabilities incurred by the Joint Venture shall be, unless otherwise required by the Township, first paid for using the MacDonald Grant Fund, secondly paid by donations, and thirdly paid for by the Joint Venturers.

(j) *Stages.* All Joint Venturers must agree on the financing/funding commitment for each stage of the project. If no agreement is reached on the financing/funding commitment for each stage of the project, then the joint venture terminates at the stage approved for this project and the Joint Venturers are each liable for the stage of the project approved. The first stage of the project will be under the terms of the agreement with the Township for the MacDonald Grant.

(k) No Joint Venturer is liable for more than they have committed to.

3. Project Funds and Donations.

This Joint Venture is not commenced for the purpose of profit or monetary gain. All funds raised for the Project shall be invested in the Project, and any excess funds shall be held by the Township for further stages of improvement at Bissell Park.

4. General Agreements

(a) *Arbitration* –Subject to the terms of this Agreement, if at any time during the continuance of this Agreement or after the termination hereof, any dispute, difference, or question shall arise between the parties concerning the construction, meaning or effect of this Agreement or anything herein or the rights or liabilities of the parties under this Agreement, then every such dispute, difference or question shall be referred to an independent arbitrator chosen by the parties, and if the parties cannot so agree within ten (10) days after written request for arbitration by any party hereto to the other parties, any party may apply to the Court for the appointment of an arbitrator under the provisions of the Arbitrations Act of Ontario. The provisions of the Arbitrations Act of Ontario shall govern the arbitration. The award and determination which shall be made by the said arbitrator shall be final and binding upon the parties hereto and their heirs, executors, personal representatives, successors, administrators or permitted assigns.

(b) *Severability.* Each provision of this agreement is intended to be severable and if any provision is found to be illegal, invalid or unenforceable, the finding shall not affect the validity of the other provisions.

(c) *Amendments.* No amendment to or modification of this Agreement is effective unless it is in writing and signed by an Authorized Representative of each Joint Venturer.

(d) *Cumulative Remedies.* The rights and remedies provided by this agreement are cumulative, are given in addition to any other rights and remedies available by law, statute, ordinance, in equity or otherwise and the use of any one right or remedy shall not preclude the use of others.

(e) *Notice.* Any notice required or permitted under this agreement shall be in writing. Unless a particular provision of this agreement requires delivery in a specified manner, any notice shall be given by prepaid mail, or delivered personally or by electronic transmission to:

Keating	70 Malhieson Street, Elora, ON N0B 1S0
	ATTN: Thomas Keating
	Email:tkealing@kealinghomes.ca
Elora Lions Club	149 Geddes Street, Elora, ON N0B 1S0
	ATTN: John Morris
	Email: john@morris-shannon.ca
Elora Rockers	82 Mill Street East, Elora ON N0B 1S0
	ATTN: David Alves
	Email: davidalves6020@gmail.com

Where given by prepaid mail, any notice shall be deemed to have been given on the third postal delivery day next following mailing. During any period of disruption of postal service, notices shall be delivered personally or by electronic transmission.

(f) *Governing Law.* This agreement shall be governed by and construed according to the laws of the Province of Ontario and the laws of Canada applicable therein.

(g) *Successors and Assigns.* This agreement shall enure to the benefit of and be binding on the parties to it and their respective successors and permitted assigns.

(h) *Counterparts and Transmission.* This agreement may be executed in several counterparts, and/or by facsimile or e-mail transmission of Portable Document Format ("PDF"), each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Any party executing this Agreement by fax or PDF file shall, immediately following a request by any other party, provide an originally executed counterpart of this Agreement provided, however, that any failure to so provide shall not constitute a breach of this Agreement except to the extent that such electronic execution is not otherwise permitted under the *Electronic Commerce Act*, 2000 (Ontario).

(i) *Independent Legal Advice.* Each of the Joint Venturers acknowledges having obtained independent legal advice from its respective solicitor with respect to the terms of this Agreement prior to its execution, and each of the Joint Venturers further acknowledges and agrees that each of them understands the terms, and its rights and obligations under this Agreement.

IN WITNESS WHEREOF or by proper signing authority the parties have executed this agreement the day, month and year first written above.

SIGNED, SEALED and DELIVERED

JAMES KEATING CONSTRUCTION LIMITED

Per: _____
Name: Thomas Keating
Title: President
I have authority to bind the corporation

SIGNED, SEALED and DELIVERED

ELORA LIONS CLUB

Per: _____
Name: Bradley Willich
Title: President
I have authority to bind the corporation

ELORA ROCKERS SPORTS ASSOCIATION, BY ITS MEMBERS

_____
Name: David Alves

_____
Name: Mark Wilson

_____
Name: Mark Martin

_____
Name: Thomas Keating

_____
Name: Brian Morrison

_____
Name:

_____
Name:

_____
Name:

Schedule "C"

Work Schedule

1. The Work Schedule of this Project is dependent upon the Township securing funds approved from both the Grant and Private Donations for the separate phases of the Project as per the estimated budget at Schedule "F" of this Agreement.

2. The Township has approved funds totaling three hundred fifty thousand ($350,000.00) from the Grant to complete Phase I of the Project.

3. Phase I of the Project shall involve the Recipient constructing the Bissell Park Multi-Use Surface according to the Concept Design as described in Schedule "A". The Township requires Phase I of the Project to be completed before July 17, 2020 in order to ensure that Bissell Park can host Riverfest in accordance with its contractual commitments. In the event of unforeseen delays or the Township is of the opinion that work will not be completed on time, it may require the Recipient to pause work and to demobilize from the Land, in the Township's sole discretion. Should this occur, the Recipient shall remove any hazards and shall ensure that protective fencing is in place to prevent public access to any work area that remains unfinished.

4. Before the Recipient commences work on Phase I of the Project, or any other Phases of the Project, the Recipient shall provide the Township with the following documents:

    a. Detailed drawings, specifications, and proof of all required permits for final approval by the Township (the "Drawings").

    b. A written record of all Private Donations received in respect of each Phase of the for final approval by the Township.

    If the Township approves the Drawings and Private Donations, the Township shall provide the Recipient with the approval to commence work on that Phase of the Project, pursuant to Article 1.5 of this Agreement. The Recipient shall not commence work on any Phase of the Project without the Township's approval in respect of Drawings or Private Donations.

5. The Township shall make subsequent drawdown payments to Keating on request by written notice from Keating, less all statutory holdbacks.

6. The amount of these drawdown payments is subject to the satisfaction of the Township that Keating has provided reasonable evidence to the Township that it has incurred eligible costs in respect of the Project and requires additional drawdown payment(s) in such an amount to continue to work on the Project.

7. The Township agrees to pay an advance payment to Keating for the project for funds paid by the recipient for a deposit to Custom Ice Rinks (to a maximum of 50% of the Custom Ice Rinks contract value). The amount to be determined once the contract with Custom Ice is finalized and a copy is supplied to the Township as proof of required advance payment.

8. If the Township is satisfied that the Recipient is in material breach of any terms and conditions of this Agreement upon its inspection of the Project, the Township shall have the sole and absolute discretion to withhold any drawdown payments.

9. The Township has yet to receive funds in respect of Phase II of the Project. The Township may amend this Work Schedule with the mutual agreement of the Recipient to commence Phase II of the Project when it obtains seventy thousand ($70,000.00) in approved funds from Private Donations.

10. Phase II of this Project is anticipated to involve the installation of an arena boards system for the Bissell Park Multi-Use Surface including boards, glass and fencing. The Parties acknowledge that the contemplated work in respect of Phase II of this Project is unsettled and subject to further discussions and negotiations.

11. The Parties acknowledge that the Township has yet to receive or authorize funds in respect of Phase III of the Project which includes the work to install an artificial refrigeration system and required storage and ancillary equipment. The Township may amend this Work Schedule in its discretion to commence Phase III of the Project when it obtains $350,000 of approved funds from a future budget.

12. The Township and the Recipient agree that Phase III of this Project is anticipated to involve a future contractor and subcontractor(s) and the contemplated work in respect of Phase III of this project is unsettled and subject to further discussions and negotiations. The Parties do not yet anticipate when Phase III of the Project will be completed.

13. Phases I and II of the project must be designed to allow for Phase III of the project to proceed in the future. Detailed drawings for Phase I and II must demonstrate how Phase III will be implemented and

fit and be configured on the approved lands, including how the pipes installed by Custom Ice in Phase I will be connected to the proposed artificial refrigeration system (Phase III), and where the future refrigeration system will be located in relation to the Multi-Use Surface.

Schedule "D"

Inspection Schedule and Requirements

1. Keating will contact and retain a Surveyor to develop a Lot Grading and Drainage Plan that will be approved by the Township.
2. This project requires a Building Permit. The Township will pay the cost of the permit, and Keating will be responsible for applying for and administering the permit.
3. The Township will retain and pay for the services of a Structural Engineer (the "Township Engineer"). The Township Engineer will provide review of the project construction drawings and specifications to ensure they meet the requirements of the project. The Township Engineer will also be responsible for providing stamped wall construction drawings and associated site inspections based on the specifications provided by Keating for the retaining wall and railing.
4. Keating will be responsible for coordinating project testing (i.e. concrete testing, compaction testing, etc.) which will be reviewed and approved by the Township Engineer on behalf of the Township. The details of required testing will be included in the work plan provided by Keating as part of the construction drawings and specifications.
5. Tree removal shall be shown on the Lot Grading and Drainage Plan. The Township will provide tree removal approvals, and signage on trees that must be taken down for this project in accordance with the Township Public Tree Policy.
6. Once the Lot Grading and Drainage Plan is approved, the Township will apply for the GRCA permit. The Township will pay for the GRCA permit fees.
7. Keating will provide construction hoarding which will serve as tree protection fencing.
8. Acceptance means the date upon which the maintenance period for the Park Services has commenced, pending the completion of all requirements of the project, acceptance will require final inspection and sign off by Tacoma Engineering, Managing Director of Community Services, and the Township Building Department. The park Maintenance Period is the time between Acceptance and Assumption of the project pursuant to section 3.5. Upon Acceptance, during the Maintenance Period, the park will be open to the public and the Township shall have responsibility for the following activities.
    a. Grass cutting within the park
    b. Grass watering
    c. Removal of graffiti
    d. Waste removal
    e. General maintenance of the Park and repairs required to use of the Park by the public

9. Park Assumption means the date when all Project Services required by this agreement have been completed, the park Maintenance Period has expired, Section 3.5 has been complied with and no other obligations pursuant to this Agreement remain outstanding with respect to the Park Services, other than as may be specified on the date of Assumption. For final Assumption, the following will be completed:
    a. Keating will provide confirmation to the Township that any deficiencies identified during the inspections (as part of Acceptance) have been remedied to the Township's satisfaction;
    b. A statutory declaration from Keating that all subcontractors associated with the construction of the Project have been paid and that there is no liability owing to anyone under any circumstances related to the park and/or Project;
    c. All "as constructed" drawings of the Project have been delivered to the Managing Director of Community Services;
    d. Confirmation that all supplier/manufacturer warranties have been transferred to the name of the Township.

SCHEDULE E
Liability Waiver Agreement

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

PLEASE READ THIS DOCUMENT CAREFULLY!

In consideration of James Keating Construction Ltd., a corporation incorporated pursuant to the laws of Ontario ("the **Company**") permitting the individual named below ("**I**" or "**me**") to participate in the development of Bissell Park (the "Work") on lands owned by the Township of Centre Wellington (**the "Township")**, and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

ASSUMPTION OF RISKS

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I hereby expressly waive and release any and all claims which I have or may in the future have against the Company and the Township, and their respective affiliates, directors, officers, employees, agents, representatives, shareholders, successors and assigns (collectively, "**Releasees**"), on account of injury, death or property damage arising out of or attributable to my participation in the Work, due to any cause whatsoever, including without limitation the negligence of the Company, the Township, or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the Company, the Township, or any other Releasee, and forever release and discharge the Company, the Township, and all other Releasees from liability under such claims.

This Agreement constitutes the entire agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and the Company and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.

Volunteer Name: _____ Signature:_____

Date: _____ Address: _____

Witness Name: _____ Witness Signature:_____

Schedule "F"

Draft Project Budget

519-846-9704 | James KEATING CONSTRUCTION LTD. Award Winning Homes Since 1957 | 1-800-881-3787

Category		Phase 1	Phase 2
REMOVAL OF EXISTING		$5,000.00	
DRAWINGS		$3,000.00	
EXCAVATION / HAUL FILL		$33,000.00	
RAILING		$8,000.00	
CONCRETE AND PLACING OF CONCRETE		$48,600.00	
CUSTOM ICE QUOTE (no refrigeration)		$212,300.00	
4 labours for 10 days		$14,000.00	
BOARDS			$70,000.00
POURED CONCRETE WALLS			
Labour, forms and pump		$26,000.00	
32m footing concrete at $110		$3,520.00	
60m wall concrete at $130		$7,800.00	
9000lbs rebar $.80		$5,200.00	
LIGHT ALLOWANCE			$20,000.00
LANDSCAPING (SOD OR SEED)		$4,000.00	$7,000.00
CONTINGENCY 5%		$18,000.00	$4,850.00
SUBTOTAL		$388,420.00	$101,850.00
HST @ 2%		$7,768.40	$2,037.00
TOTAL PROJECT BUDGET		$396,188.40	$103,887.00
DONATIONS	McDonald Fund	$350,000.00	
	Rockers Sports Association	$7,000.00	
	Lions Club	$10,000.00	over two years
	Greenwood	$10,000.00	
	Wrighthaven		
	CW Hydro	$30,000.00	over two years
	Elora Mill	$5,000.00	
		$412,000.00	

This is a draft project budget, and a detailed final budget must be submitted with the detailed construction drawings to confirm that the funding available for each Phase has been received by the Township, as per section 3.2 of the Agreement and Schedule C of the Agreement.