

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("this MOU") made this _____ day of _____, 2023.

BETWEEN:

THE CORPORATION OF HALDIMAND COUNTY
(hereinafter referred to as "Haldimand")

- and -

SPRINGVALE PARK COMMITTEE
(hereinafter referred to as the "Corporation/Group")

WHEREAS Haldimand is the owner of the lands, premises and amenities currently known as SPRINGVALE PARK, located at 2644 Haldimand Road 55, legally described as Walpole Concession 15 Part Lot 7 Reference Plan 18R1319 Part 1; and more particularly described in Schedule "A" attached hereto as Property and Amenities to this MOU;

AND WHEREAS Haldimand has a Fields and Parks Management Program Policy (Policy No. 2019-04), hereinafter referred to as the "Policy", governing the Fields and Parks Management Program;

AND WHEREAS the Corporation/Group is desirous of maintaining and operating said lands, premises and amenities (hereinafter referred to as the "Lands") for the purposes of offering cost effective sports, recreation space and activities, for the purposes of the municipality of Haldimand County and for a public use;

AND WHEREAS the maintenance and operations of the Lands shall be governed by the terms, conditions and covenants specified in this MOU;

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

Truth of Recitals

1. The parties hereto hereby confirm the truth of the recitals contained above.

Term

2. This MOU shall commence on the _____ day of _____, 2023 and run for a term of five (5) years, unless terminated earlier pursuant to the provisions of this MOU. Subject to agreement by both parties, this MOU may be renewed for two further terms of five (5) years each and Haldimand shall give the Corporation/Group written

notice of the intention to renew. Such written notice shall be provided no less than one hundred and twenty (120) days prior to the expiration of the MOU.

In the event either party wishes to terminate this MOU prior to the termination date, one hundred and eighty (180) days written notice is required.

Taxes

3. Haldimand shall pay all real property and other taxes, rates, duties and assessments, imposed charges or levies, that are levied, rated, charged or assessed against the Lands or any part thereof from time to time by any lawful taxing authority, whether federal provincial, municipal, school or otherwise.

Utilities, Maintenance and Operating Costs and Repair Costs

4. The Corporation/Group acknowledges that it has inspected the Lands in conjunction with Haldimand to its satisfaction and accepts the Lands as they exist as of the commencement date of this MOU, knowing fully the condition thereof and agrees and acknowledges that Haldimand has made no statements, representations, warranties, covenants, agreements or undertakings of any kind with respect thereto other than those specifically set out herein.
5. Except as otherwise expressly provided herein, the Corporation/Group shall pay all utilities, maintenance and operating costs and expenses of any nature or kind whatsoever relating to the Lands and the Corporation's/Group's use thereof during the Term, notwithstanding Article 3. Without limiting the generality of the foregoing, the Corporation/Group shall be solely responsible for and shall promptly pay all charges for water, gas, electricity, telephone, garbage and waste removal, and all other utilities used or consumed in or on the Lands. Except as a result of negligence or malfeasance on the part of Haldimand, Haldimand shall not be liable for, nor have any obligation with respect to, an interruption or cessation of, or a failure in the supply of any such utilities, services or systems, including without limitation the water and sewage systems, to the Lands whether or not supplied by Haldimand or others. The special provisions set out at the end of this MOU further detail the Corporation's/Group's obligations with respect to operating costs.
6. Haldimand shall perform and pay for matters related to legislation and public health and safety as applicable, including, but not limited to: annual fire extinguisher and emergency lighting inspections/repairs/replacement; semi-annual range hood fire suppression system inspections/cleaning/repair/replacement; cistern bi-annual maintenance/repairs/replacement; and, quarterly water testing, at the sole discretion of Haldimand. In compliance with the Parks By-law and related operating times for fields and parks, the Corporation/Group will complete: monthly fire extinguisher and emergency lighting inspections; weekly cistern system inspections as applicable and keep records of all required inspections as required by Haldimand.
7. The Corporation/Group, at its own expense, shall maintain and keep the Lands and every part thereof in good repair, order and safe condition and promptly make all needed repairs and replacements to the Lands using at all times new materials.

8. If the Corporation/Group refuses or neglects to repair and/or replace as required pursuant to this MOU and to the reasonable satisfaction of Haldimand within ten (10) days of receipt of written notice to the Corporation/Group, Haldimand may make such repairs without liability to the Corporation/Group for any loss or damage that may accrue to the Corporation's/Group's merchandise, fixtures, other property or business by reason thereof, and upon completion of such repairs, the Corporation/Group shall pay to Haldimand, upon presentation of bills therefore, Haldimand's cost for making such repairs.
9. The Corporation/Group and Haldimand will arrange for site visits to be conducted jointly at approximately six month intervals or as reasonably required by Haldimand, which shall be attended by representatives of the Corporation/Group and Haldimand, with a view to collaboratively identifying upcoming needs for repairs.
10. The Corporation/Group covenants that it shall be lawful for Haldimand and its agent(s) at all reasonable times during the Term to enter all areas of the Lands jointly with a Corporation/Group representative (if available) to inspect the condition thereof. (Haldimand will attempt to provide twenty-four (24) hours notice.) Where an inspection reveals that repairs are necessary, Haldimand shall give to the Corporation/Group notice in writing, and immediately thereafter the Corporation/Group will forthwith proceed to make all necessary repairs in a good and workmanlike manner, using at all times new materials, and to the satisfaction of Haldimand, so as to complete same within the reasonable time or times provided for in the notice delivered by Haldimand as aforesaid. The failure by Haldimand to give notice shall not relieve the Corporation/Group from any of its obligations to repair in accordance with the provisions hereof.
11. The Corporation/Group will, at the expiration or earlier termination of the Term or any renewals thereof, peaceably surrender and yield up to Haldimand the Lands with all improvements, erections and appurtenances, other than the Corporation's/Group's trade fixtures, which at any time or times during the Term shall be made, placed or erected therein or thereon, in good and substantial repair and condition, reasonable wear and tear and damage by fire, lightning and tempest only excepted, and the Corporation/Group shall surrender all keys for the Lands to Haldimand. The Corporation/Group shall, however, if requested by Haldimand, remove all improvements, erections, alterations, fixtures or other appurtenances made, placed or erected at any time or times during the Term in or on the Lands, at the sole cost and expense of the Corporation/Group, and shall repair all damage to the Lands caused by their installation and/or removal. The Corporation's/Group's obligation to observe and perform this covenant shall survive the expiration or sooner determination of the Term or any renewal thereof.

Assignment and Subletting

12. The Corporation/Group shall not assign this MOU or any part hereof or any of the rights or benefits conferred hereunder to any other person or party, notwithstanding the automatic assignment of subsequent Boards of Executives forming part of the Corporation/Group.
13. The Corporation/Group shall not sublet the Lands or any part thereof to any other person or party without the prior written consent of Haldimand, which consent may be unreasonably withheld.

Use of Lands and Amenities by the Corporation/Group

14. The Corporation/Group hereby agrees that it shall, from the commencement date of this MOU, and throughout the Term, use, provide, operate and maintain the Lands primarily for the purposes of local sports and recreation use, for the purposes of Haldimand and its citizens and for a public use.
15. The Corporation/Group will provide to Haldimand and keep current a list of Executive and Board Members, as well as all volunteers who will be involved with the Park or Field on an annual basis.
16. The Corporation/Group hereby represents and warrants to Haldimand that it has the authority to and is solely responsible for determining whether a rental of the Lands may pose a potential risk to public safety or may not be in the best interests of the community or Haldimand. In such instances, the Corporation/Group has sole discretion with respect to granting such a rental notwithstanding Articles 16 and 20.
17. The Corporation/Group shall promptly comply with all requirements of all applicable statutes, laws, by-laws, rules, regulations, ordinances and orders from time to time in force during the Term hereof, whether municipal, parliamentary or otherwise, including all lawful requirements of the local board of health, police and fire departments and municipal authorities and with every applicable regulation, order and requirement of any liability or fire insurance company by which Haldimand and the Corporation/Group or either of them may be insured with at any time during the Term hereof.

Insurance Provisions

18. Throughout the Term, and provided that the Corporation/Group is not in breach or default under any of the terms and conditions of this MOU, Haldimand shall be responsible for the cost and maintenance of fire, peril, damage and liability insurance in relation to the Lands. It is the responsibility of the Corporation/Group to report any damage or personal injury incidents that occur on the Lands, to Haldimand immediately upon discovery.
19. Throughout the Term, the Corporation/Group shall be responsible to pay for and maintain a contents and equipment insurance policy for all contents and equipment owned by the Corporation/Group. Haldimand shall not be responsible for insurance for the Corporation's/Group's equipment and/or contents and shall not be responsible for any damage or theft of any property or equipment owned by the Corporation/Group. It is the responsibility of the Corporation/Group to provide to Haldimand any keys to any locks installed on the Lands. The Corporation/Group covenants that it shall be lawful for Haldimand and its agent(s) at all reasonable times during the Term to enter all areas of the Lands jointly with a Corporation/Group representative (if available) to inspect the condition thereof.
20. The Corporation/Group hereby warrants and represents that it will, throughout the Term, keep in place and abide by a policy (Schedule "B") pursuant to which the Corporation/Group will only rent the Lands to any person, group or entity which intends to use or uses the Lands for a function involving the use, sale or service of alcoholic beverages of any kind, if such person, group or entity, prior to its rental of the Lands, provides to the Corporation/Group written confirmation that the event is in keeping with Alcohol and Gaming Commission of Ontario (ACGO) regulations and that a valid policy

of liability insurance is in place in relation to the event with coverage, including liquor liability, in the minimum amount of two million dollars (\$2,000,000.00) per occurrence with Haldimand County being listed as an Additional Insured. Furthermore, the Corporation/Group hereby warrants and represents that it will not rent the Lands to any person, group or entity which does not provide written confirmation respecting AGCO compliance and insurance in the manner outlined above. This requirement shall not apply to any person, group or entity, which intends to rent the Lands for a function not involving the use, sale or service of alcoholic beverages.

Damage or Destruction

21. Whenever during the Term, the Lands or any part thereof shall be destroyed or damaged by fire, lightning or tempest, or any of the perils insured against under the provisions of Haldimand insurance policies, the County will solely determine the future of the facility (e.g. replace, not replace, modify and replace etc.). Then the parties hereto shall agree in writing as to the Corporation's/Group's continued occupancy of the Lands and the continuation of this MOU.

Events of Default and Termination of MOU

22. As applicable, in the event that:
- (a) the Corporation/Group fails to pay annual rent or any other payments required to be made by it hereunder, either to Haldimand or to any other party, at the time such payments become due; or
 - (b) the Corporation/Group fails to observe or perform any of the terms, covenants or conditions contained in this MOU to be observed or performed by the Corporation/Group; or
 - (c) the Corporation/Group becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or files any proposal or makes any assignment for the benefit of creditors or any arrangement or comprise; or
 - (d) a receiver or a receiver and manager is appointed for all or a portion of the Corporation's/Group's property; or
 - (e) any steps are taken or any action or proceedings are instituted by the Corporation/Group or by any other party including without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding-up or liquidation of the Corporation/Group or its assets; or
 - (f) the Corporation/Group loses its corporate status or its corporate charter is revoked; or
 - (g) the Corporation/Group abandons or attempts to abandon the Lands; or
 - (h) the Corporation/Group assigns, transfers, encumbers, sublets or permits the occupation or use or the parting with or sharing possession of all or any part of the Lands by anyone except in a manner permitted by this MOU; or
 - (i) the Corporation/Group alters, amends or otherwise changes, through application for supplementary letters patent or in any other manner, its incorporating documents, its objects or the special provisions applicable to the Corporation/Group, without prior written approval of Haldimand to any such alteration, amendment or change (except the election of different or other directors for the Corporation/Group); or

- (j) the Corporation/Group is in default under or in breach of any term of a loan agreement or other financial commitments between the Corporation/Group as borrower and Haldimand as lender;

then Haldimand has, in addition to any other rights or remedies it has pursuant to this MOU or by law, to the extent permitted by law, the immediate right of re-entry in the name of the whole, upon and in the Lands or any part thereof and may expel all persons and remove all property from the Lands and such property may be removed and sold or disposed of by Haldimand as it deems advisable or may be stored in a public warehouse or elsewhere at the cost and for the account of the Corporation/Group, all without Haldimand being considered guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Upon such re-entry, Haldimand shall be entitled to have again, repossess and enjoy, as of its former estate, the Lands.

- 23. Haldimand may at any time after such re-entry or simultaneous with such re-entry elect to terminate this MOU for such previous breach. In such event Haldimand may recover from the Corporation all costs, expenses and damages it incurs by reason of such breach including the amount of all unpaid utilities, operating and maintenance costs, the cost of recovering the Lands and solicitor's fees (on a solicitor and his client basis), all of which amounts shall be immediately due and payable by the Corporation/Group to Haldimand.
- 24. If legal action is brought by Haldimand for recovery of possession of the Lands or for the recovery of any other amount due under this Agreement or because of the breach of any other terms, covenants or conditions herein contained on the part of the Corporation/Group to be kept or performed and a breach is established, the Corporation/Group shall pay to Haldimand all expenses incurred therefore, including legal fees (on a solicitor and his client basis).

Improvements and Alterations by Corporation

- 25. If the Corporation/Group shall, during the Term, desire to effect any improvements or alterations in or to any part of the Lands, it may do so at its own expense at any time and from time to time, provided that the Corporation/Group has obtained the written consent of Haldimand prior to the commencement of such alterations or improvements, which consent will not be unreasonably withheld. It is agreed that Haldimand will deal with any such request promptly.

Financial Support for the Corporation/Group and the Lands

- 26. The Corporation/Group hereby acknowledges that Haldimand provides an annual grant to support the operations and maintenance of the Lands, the purchase of equipment related to the operations of the Lands and related insurance. The Corporation/Group hereby agrees that it shall, prior to purchasing any new equipment, obtain Haldimand County's written consent to the use of such funds.
- 27. Capital enhancements to the Lands must be approved by Haldimand through the Community Partnership Program (CPP). The Corporation/Group agrees that it shall, prior to the commencement of any capital improvements to the Land using funds obtained from Haldimand or from any other grant or source, obtain Haldimand's written consent through the CPP for such capital or other improvements.

28. Should any grant of funds become available to Haldimand, pursuant to any legislation or otherwise, in connection with the Lands or any maintenance, renovations or improvements of or to the Lands contemplated by the Corporation/Group, Haldimand may, but shall not be obliged to, pay any such grant funds received by it to the Corporation/Group at such time, in such a manner and subject to such terms as Haldimand may in its sole discretion determine.

Obligations of Corporation/Group re: Rental of Lands

29. The Corporation/Group shall be responsible for entering into signed Facility Rental Agreements (hereinafter referred to as the "Rental Agreements", Schedule "C") in relation to any rental of the Lands. Such Rental Agreements shall be standardized and issued by Haldimand and used by the Corporation/Group in every instance that the Corporation/Group rents the Lands, unless otherwise agreed upon in writing between Haldimand and the Corporation/Group.
30. The Corporation/Group shall collect and be responsible for the collection of all rental fees relating to any rental of the Lands by the Corporation/Group. Such rental fees will be determined by the Corporation/Group.
31. The Corporation/Group shall comply with any and all policies, regulations and by-laws applicable to the Lands which are established by Haldimand from time to time, which policies, regulations and by-laws shall be provided by Haldimand to the Corporation/Group in writing.

Financial Matters

32. The Corporation/Group shall keep detailed financial records of all revenue generated by the operation of the Lands and of all operating and capital expenses in connection therewith and of the costs of all renovations or improvements thereto. The Corporation/Group shall provide to Haldimand, on an annual basis, a detailed financial statement in the form of the Fields/Parks Management Financial Report Form, which form shall be provided by Haldimand to the Corporation/Group for such purpose.
33. The Corporation/Group shall keep all revenue from the operation of the Lands in one or more Canadian chartered bank or credit union accounts. All books and statements in connection with such accounts, and all other financial books and statements in connection with the operation of the Lands, shall be provided for inspection by the auditors, employees, servants and agents of Haldimand upon five (5) days written notice given by Haldimand to the Corporation/Group of Haldimand's intent to inspect such documents.
34. The Corporation/Group shall be responsible for keeping its corporate, tax and other filings up-to-date, at the Corporation's/Group's own expense.

Acknowledgement

35. The Corporation/Group hereby acknowledges and agrees that Haldimand does not provide coverage through the Workplace Safety and Insurance Board for personal injuries that may occur to the volunteers/members of the Corporation/Group. Similarly, the Corporation/Group further acknowledges and agrees that loss or damage to a

volunteer's/member's personal property is not covered by Haldimand. The Corporation/Group will ensure the personal safety of its volunteers/members through provision of appropriate personal protective equipment where required and ensure the appropriate instruction and training is provided to and for its volunteers/members.

General Provisions

36. The division of this MOU into articles, sections, paragraphs, subparagraphs and clauses and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this MOU.
37. The Schedules which are attached to this MOU are incorporated into this MOU by reference and are deemed to be part hereof.
38. In this MOU, any reference to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.
39. In this MOU, unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
40. Each party hereby covenants and agrees that at any time, and from time to time, it will, upon the request of the other, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, documents and assurances as may be required for the better carrying out and performance of the terms of this MOU.
41. This MOU and the schedules referred to herein constitute the entire MOU between the parties and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.
42. Each provision of this MOU is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.
43. Any party which is entitled to the benefits of this MOU may, and has the right to, waive any term or condition hereof at any time on or prior to the time when such term or condition is required to be fulfilled under this MOU; provided, however, that such waiver shall be evidenced by written instrument duly executed on behalf of such party. The waiver by a party of any term or condition hereof shall not operate as a waiver of that party's rights under this MOU in respect of any other term and condition (whether of the same or any other nature).
44. No modification, supplement, termination, waiver or amendment to this MOU may be made unless agreed to by the parties hereto in writing.
45. This MOU shall be binding upon and enure to the benefit of the parties and their respective heirs, administrators, executors, successors and permitted assigns.
46. This MOU shall be governed by and construed in accordance with the laws of the Province of Ontario and shall be treated, in all respects, as an Ontario contract.

47. Time shall be of the essence of this MOU.

Notice

All notices and demands provided for in this MOU shall be in writing and shall be served personally, by email or mailed to either party as follows:

Haldimand: The Corporation of Haldimand County
 53 Thorburn Street South
 Cayuga, ON N0A 1E0
 Attn: Sheryl Sawyer, Senior Community Partnership Liaison
 Phone: 905-318-5932
 Email: partnerships@haldimandcounty.on.ca

Corporation/Group: Springvale Park Committee
 C/O Nicole Carpenter, Chair
 592 Concession 14
 Hagersville, ON N0A 1H0
 Phone: 289-244-0590
 Email: bennvilleacresfarm@gmail.com

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the date first written above.

)
)
) **THE CORPORATION OF HALDIMAND COUNTY**
) Per:
)
)
) _____
) Shelley Ann Bentley, Mayor
)
)
) _____
) Evelyn Eichenbaum, Clerk
)
) I/We have authority to bind the corporation.
)
)
)
)
) **SPRINGVALE PARK COMMITTEE**
) Per:
)
)
) _____
) _____, President
)
) _____
) _____, Secretary

SCHEDULE "A"
DESCRIPTION OF PROPERTY AND AMENITIES

Legal Description: WAL CON 15 PT LOT 7 RP
18R1319 PART 1

Location Map - Springvale Park

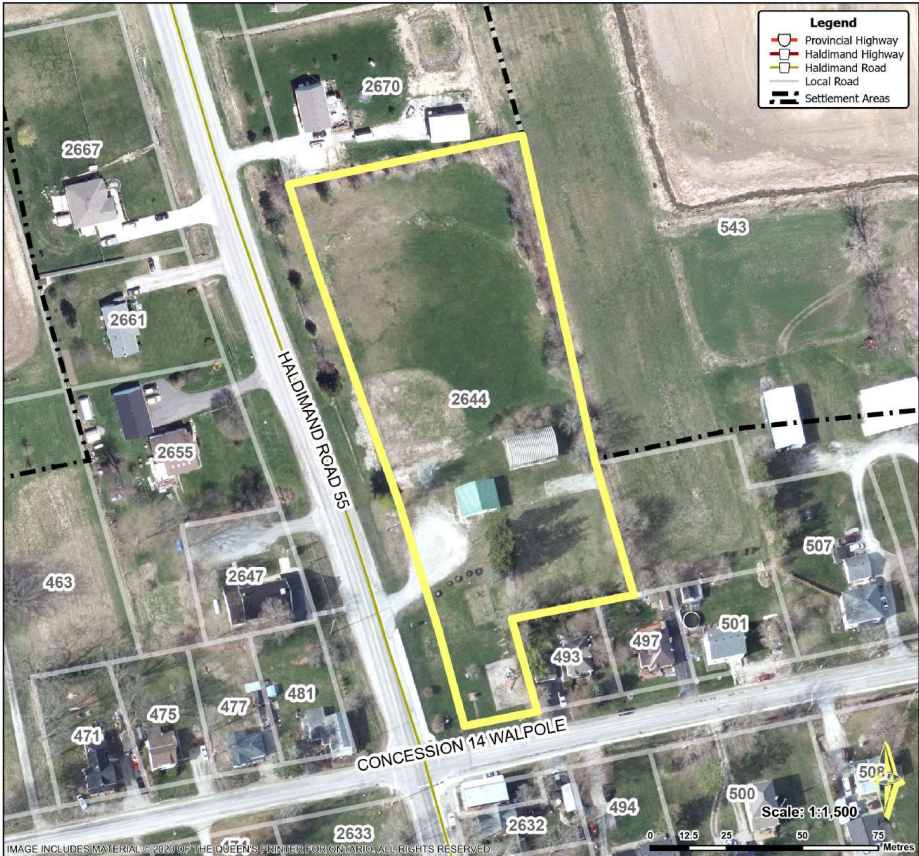


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PREPARED BY HALDIMAND COUNTY PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT,
GIS & GRAPHICS SECTION, Feb 2023



Location:
2644 HALDIMAND ROAD 55
GEOGRAPHIC TOWNSHIP OF WALPOLE
WARD 1

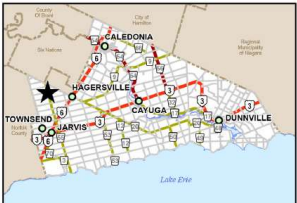
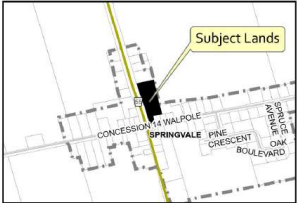
Legal Description:
WAL CON 15 PT LOT 7 RP 18R1319 PART 1

Property Assessment Number:
2810 332 006 11010 0000

Size:
3.07 Acres

Zoning:
IR (Rural Institutional)

HALDIMAND COUNTY, ITS EMPLOYEES, OFFICERS AND AGENTS ARE NOT RESPONSIBLE FOR ANY ERRORS, OMISSIONS OR INACCURACIES WHETHER DUE TO THEIR OWN NEGLIGENCE OR OTHERWISE. DO NOT USE FOR OPERATING MAP OR DESIGN PURPOSES. ALL INFORMATION TO BE VERIFIED.



Path: P:\REQUEST\GIS\Tickets\Ticket128\SpringvalePark\SpringvalePark.aprx

SCHEDULE "B"

FIELD MANAGEMENT POLICY AND PROCEDURES



POLICY No. 2019-04 Fields and Parks Management Program

Originating Department CDP-01-2019

SMT Approval: 2018-05-16

Council in Committee: 2019-02-26

Recommendation #: 14

Council Approval: 2019-03-04

Resolution #: 46-19

Revision History:

[Click here for revision history](#)

1. PURPOSE

To provide a comprehensive partnership model for Haldimand County's Field and Parks Management Groups which operate and maintain the municipality's fields, parks and recreational amenities for the benefit of residents and visitors. The policy will ensure a fair, clear and consistent approach to identifying and evaluating partnership opportunities and address process related to both operating and capital matters. It is the intent of Haldimand County to encourage, support and maximize these partnership opportunities through the implementation of this policy.

Among the principles to be considered in determining a partnership and related funding:

- Equity:** Organizations will be treated in a fair, clear and consistent manner. Funding levels for operating assistance will be applied according to the size of the field, park and/or amenities which are being maintained.
- Efficiency:** Haldimand County appreciates the importance of community groups as partners in the efficient delivery of service to residents, families and visitors. The County will address matters related to the delivery of service at fields and parks managed by community partners in a time-sensitive and coordinated manner to ensure the health, safety and enjoyment of those assets.
- Relevance:** In order to ensure the policy continues to meet the above-noted principles and remains in line with related legislation, it will be reviewed and/or updated every three years.

2. POLICY

Background

Through corporate restructuring in 2010, the groups with which Haldimand County partners to deliver Fields and Parks Management services were moved from the Leisure Services Division (now known as Facilities, Parks, Cemeteries & Forestry Operations) to the newly-created Community Development & Partnerships Division (CDP). CDP was created in recognition of the important role played by community volunteers and community groups in the delivery of services and programs to residents and visitors.

As part of Haldimand County's new commitment to proactive community engagement, CDP developed the Community Partnership Program (CPP), the means by which the municipality assesses potential partnership relationships and projects taking place on public property in a fair and equitable manner to maximize resources and support community-driven desires while meeting County and legislated objectives.

Partnerships are an effective strategy to achieve the County's goals, such as:

- Developing meaningful relationships and engagement with community groups;
- Maximizing municipal resources; and,
- Meeting strategic objectives to the benefit of residents and visitors.

As such, the CPP provides standardized approach to partnership development which assists the County in identifying and prioritizing appropriate projects where partnerships are suitable, a mechanism to fairly and equitably assess potential and existing partnerships and a means to make decisions related to partnering with outside interests.

The intent of the Fields and Parks Management Policy is to create a framework to address the following:

- Tools to assess when Haldimand County would like to enter into a Fields and Parks Management partnership with a community group;
- Roles and responsibilities of Haldimand County Staff and the Fields and Parks Management Groups in the ongoing operations of the County's fields, parks and other recreational amenities;
- Funding parameters to support the activities of the Fields and Parks Management Groups including ongoing operations and maintenance as well as capital projects (Appendix A);
- Risk management, including volunteer health and safety, insurance, inspections, training, operating standards and public conduct and rentals.

3. DEFINITIONS

3.1. Partner/Community Group

A community-based volunteer Group on behalf of a not-for-profit, incorporated group or organization or an established community association or group.

3.2. Active Sports Fields

An active sports field is a park/field asset which is maintained to be used for a specific sport or activity on a regular basis, likely by multiple users.

3.2.1. Softball/Baseball Complex

A softball/baseball complex is considered to be an active field with at least one ball field and may include other passive park amenities.

3.2.2. Soccer Complex

A soccer complex is considered to be an active facility with at least one full soccer pitch and may include other half or mini-pitches.

3.3. Passive Sports Fields, Parks and Trails

A passive sports field or park is one which is maintained to a standard equal to that of a County-maintained passive park. There are no formal booking arrangements required and the field/park promotes general leisure, active play and recreational activities. Inspections of field/park assets will be undertaken by the Fields and Parks Management Group and County staff, in collaboration, in early spring and fall for potential repairs or major maintenance work. Trail is one which is maintained to a standard equal to that of

a County-maintained trail. Promoted for general walking and cycling uses by residents and tourists.

3.4. Operating Grants

Operating grants refer to the approved funding levels for Fields and Parks Management activities conducted on County-owned land. There are two parts to the grant amount: (i) funding to support *operating* costs such as labour, utilities, gas, diesel, etc.; and, (ii) funding to support *equipment* costs related to the purchase, insurance, maintenance, repair and replacement of capital equipment for the appropriate care of the field/park.

The operating grant is based upon 35% of the cost for the County to operate and maintain the assets and amenities at the Field/Park (during a 26-week season) and 35% of the actual utility costs (based upon the previous year's actual costs). The equipment funding is based upon an annualized percentage of the lifecycle and replacement cost of that piece of equipment. The grant calculation is approved annually by Council.

3.5. Capital Funding

Haldimand County uses the definition of Tangible Capital Assets from the Public Sector Accounting Board. As well, the County utilizes principles to determine when an item should be deemed a capital asset for financial reporting purposes.

3.6. Capital Funding for Maintenance Equipment

Grant funding for capital equipment to maintain the Fields/Parks is based upon the replacement cost of that item divided by its anticipated lifecycle.

3.7. Capital Funding for Structural Integrity

Haldimand County will be 100% responsible for the inspections, maintenance, repairs and replacement of items related to the structural integrity (e.g. foundations, roofs, HVAC, windows, etc.) of any field or park facility/asset as well as any legislated items (small drinking water systems, fire safety and suppression, etc.).

3.8. Capital Enhancements

Capital enhancements are assets or services which are not considered to be part of an operating standard or currently provided by Haldimand County. Fields and Parks Management Groups may apply for support for capital enhancements through the County's Community Partnership Program (Policy 2011-01).

3.9. Insurance

Insurance is a contract—represented by a policy—in which an individual or entity receives, from an insurance company, financial protection or reimbursement against losses. Insurance policies are a 'hedge' against the risk of financial losses that may result from damage to the insured and/or their property or from liability for damage or injury caused to a third party. There are many types of insurance, including property, general liability, contents, etc.

3.10. Inspection and Maintenance Documentation

This is a key activity to assist in the management of County assets. Inspections ensure assets continue to comply with various Provincial legal codes and County standards (e.g. fire code, water quality, etc.). Maintenance is a more general term and can include inspection and work to keep assets in normal operating condition outside of strict code compliance requirements.

3.11. Partnership Parameters

The guiding principles by which Haldimand County determines eligibility of potential partners.

3.12. Partnership Criteria

The details by which Haldimand County assesses potential partners and their proposals.

3.13. Project Need or Benefit

Wide Scope of Interest: An initiative or asset which affects more than one user group or has identified value for tourism and/or economic development. This project would have a positive effect to the community-at-large or the County as a whole.

Narrow Scope of Interest: An initiative or asset which affects only the user group or proponent, or a specific segment of the community.

3.14. Project Proposal

A detailed outline of the proposed initiative or asset, including all required resources (financial and human, including volunteer time and equipment), timelines, implementation, sustainability and reconciliation. The Proposal should further address the community need or benefit in implementing the initiative/asset.

3.15. Project Review & Implementation:

Projects will be reviewed by the Community Partnership Program Staff Review Team with a view to helping the proponent group—as much as possible—succeed with its vision. While the County will use a rigorous evaluation and pre-consultation process to ensure the need, benefit and viability of the project, it will also help community groups identify and source relevant financial and other supports to maximize the success of the project.

3.16. Reporting/Reconciliation

All community groups which receive funding of any kind from Haldimand County (operating or capital) are required to provide financial reporting information related to the funding in a timely manner.

3.17. Appeals Process

The process through which community groups have an opportunity to appeal a decision recommended by County staff.

4. RESPONSIBILITIES**4.1. Scope**

This policy applies to partnerships with the Fields and Parks Management Groups including service agreements and grant funding for operations, maintenance and capital matters such as equipment and facility enhancements.

4.2. Partnership Principles – Determining Appropriate Partners

This policy aligns with the Community Partnership Program principles, including:

- (1) That all potential partnership proposals are assessed through one entry point and process in the County;
- (2) That partnership opportunities take place on County/municipal property;
- (3) That the County only partners when the proposed project and/or agreement is in alignment with Council's strategic objectives and one or more of the strategic plans and priorities for the County;
- (4) The project responds to a demonstrated community need and/or is supported by a well-researched and sound financial plan;

- (5) That all potential partners are able to demonstrate a positive impact (short- and long-term) of the project in terms of measuring outcomes, benefit and/or value added in the community and methods of evaluation;
- (6) That all potential partners (public and private) must demonstrate capacity to fulfill the roles and obligations outlined in the project agreement including organizational capacity, functional capacities and financial accountability (short- and long-term).

4.3. County and Fields and Parks Management Group Roles and Responsibilities

Haldimand County is committed to developing meaningful and strong partnership relationships with community groups, including the Fields and Parks Management Groups. As such, it is important for both the County and Fields and Parks Management Groups to be clear about their roles and responsibilities within the partnership.

Capital Repairs/Replacements:

County: The County is responsible for capital inspections, maintenance, repairs and replacement related to structural integrity, health and safety and other legislated matters. This includes playground equipment, pavilions, concession kitchens, fire extinguishers, range hoods, cisterns and water testing, gating systems, culverts and bridges etc.

The County is also 100% responsible for the replacement of amenities core to service delivery within that field, park or trail such as back stops, fences, bleachers, players benches, lights, playground equipment, etc. as long as the conditions giving rise to the repairs did not result from default or neglect by the operator.

Group: Groups are responsible for—within their funding envelope—minor repairs and maintenance related to capital assets considered core to their service delivery, e.g. fencing, back-stops, batting cages, bleachers, players benches, pitches, tennis and multi-use courts, skate parks, concessions, picnic tables, scoreboards, etc.

Capital Enhancements:

Requests for *new* capital enhancements will be assessed through the County's Community Partnership Program/Capital Projects.

Replacement of capital assets which are *not considered 'core'* to the activities of the field/park—and not the responsibility of Haldimand County—will also be assessed through the CPP and, if approved, funded at up to 35%. These projects include, but are not limited to, batting cages, scoreboards, etc.

Requests for *new* capital assets which *are not considered 'core'* to the activities of the field/park (e.g. batting cages, scoreboards) or relate to the delivery of service by a user group (e.g. breakaway bases, ice dividers) are 100% the responsibility of the Fields and Parks Management Group, although the purchase/installation of these items must first be approved by Haldimand County.

Ongoing Operating:

County: The County is responsible for site inspections in the spring (to determine capital work required before the season start) and fall (to determine potential projects related to the County's Capital and Operating budgets for the following year).

Commercial general liability insurance coverage for third-party liability is provided to Fields and Parks Management Groups—as volunteers—through the County's general policy. As well, the County—as the property owner—is responsible for insurance related to the property, including

buildings and structures. The County does not provide insurance for equipment or contents as this is the responsibility of the Groups.

Rental/user agreements are provided to the Fields and Parks Management Groups by the County to ensure consistent contracts and relationships.

Where there are no permanent washrooms, the County will provide seasonal portable washrooms.

Group: The Group is responsible for all ongoing operating and maintenance costs such as utilities, grass cutting, grooming, snow plowing (where applicable), garbage pick-up, parking lot maintenance, washrooms, etc.

The Group is responsible for securing insurance for equipment and contents.

The Group is responsible for and will manage all rentals and uses of the fields and parks in accordance with all related municipal, provincial and federal by-laws and legislation, and will use the County-provided Rental Agreements for each rental/use.

4.4. Funding Parameters

Haldimand County provides an annual grant to Fields and Parks Management Groups to support the management and operations of the field or park in question. There are two parts to the grant: (i) funding to support operating costs such as utilities, gas, diesel, etc.; and, (ii) funding to support all costs related to the purchase, maintenance, repair and replacement of capital equipment for the appropriate maintenance of the field/park. The operating grant is based upon 35% of the cost for the County to operate and maintain the assets and amenities at the Field/Park. The capital equipment funding is based upon an annualized percentage of the lifecycle and replacement cost of that piece of equipment. The grant, which forms part of Haldimand County's Tax Supported Operating Budget, is reviewed annually, adjusted in line with the Consumer Price Index and approved by Council.

4.5. Risk Management

Fields and Parks Management Groups are required to comply with all County policies and procedures related to risk management, including completing required inspections and training related to the management of the related field/park. Haldimand County will provide Fields and Parks Management Groups with standards of maintenance and care in order to ensure the safety and longevity of assets; inspection reports must be provided to County staff upon completion along with documentation that any maintenance or repair required as a result of the inspection has been completed.

5. REFERENCES

- 5.1. Haldimand County Accessible Customer Service Policy (2009-02)
- 5.2. Haldimand County Community Baby Friendly Policy (2014-07)
- 5.3. Haldimand County Community Partnership Program Policy (2011-01)
- 5.4. Haldimand County Community Partnership Program – Community Beautification Policy (2011-03)
- 5.5. Haldimand County External Advertising and Marketing in County Facilities and Properties Policy (2011-04)
- 5.6. Haldimand County Facility Booking and Ice Allocation Policy (2007-01)
- 5.7. Haldimand County Festival and Event Policy (2015-02)

- 5.8. Filming in Haldimand County Policy (2007-04)
- 5.9. Haldimand County Flag Protocol Policy (2004-05)
- 5.10. Haldimand County Integrated Accessibility Standards Policy (2013-04)
- 5.11. Haldimand County Naming of Corporate Assets Policy (2010-02)
- 5.12. Haldimand County Parks By-law
- 5.13. Haldimand County Parks & Recreation Service Plan (*in development*)
- 5.14. Public Conduct on Haldimand County Property (Policy 2014-02)

5.16.

Appendix A**SUMMARY OF ROLES & RESPONSIBILITIES – FIELDS AND PARKS MANAGEMENT CAPITAL PROGRAM**

CATEGORY	DESCRIPTION	EXAMPLES	FUNDING	NOTES
1. Structural Integrity and Public Safety/ Legislated Matters	<ul style="list-style-type: none"> • Capital Repairs or Replacements to major fields and parks assets, building systems and elements that relate to public safety or which are required by legislation (building code, fire code, water safety, etc.). 	<ul style="list-style-type: none"> • Foundations, Load-Bearing Walls • Roofs, Eaves Troughs, Windows • HVAC Systems • Water Quality Matters (e.g. cisterns, septic systems, sewers, wells, water pumps) • Fire Safety Matters (e.g. extinguishers, range hoods, fire suppression/alarm systems) 	100% County	<p>Includes:</p> <ul style="list-style-type: none"> • Systems and elements identified through the County's capital planning program (planned works), as well as, • Emergency repairs – where major components have failed in advance of their planned repair/replacement and adversely impact the safe and proper functioning of the field/park.
2. Capital Maintenance	<ul style="list-style-type: none"> • Repairs and Replacements of systems or elements which are not part of Category 1; • Comprises both Major and Minor Maintenance. 	<p><i>Major Repairs:</i></p> <ul style="list-style-type: none"> • Exterior façade, front entrance • Replacement of appliances or kitchen and bathroom fixtures • Parking lot maintenance/repairs 	100% FPM Group	<p><i>Major Repairs</i> have to be discussed and reviewed by the County prior to the Fields/Parks Management (FPM) Group undertaking the work as these may have long-term implications for the County's capital asset management.</p> <p>Groups may request—through Council—an interest-free loan to complete work if it is necessary to support operations/safety.</p>

		<i>Minor Repairs:</i> <ul style="list-style-type: none"> • HVAC maintenance (replacing filters, annual servicing) • Fixing leaking faucets/toilets, replacing light fixtures or bulbs • Flooring repairs • Painting, Cosmetic Improvements 		<i>Minor Repairs</i> can be undertaken without County approval; however, FPM Group is asked to communicate plans to County staff.
3. Capital Enhancement	<ul style="list-style-type: none"> • Enhancements or the addition of new systems or elements that create a new level of service. 	<ul style="list-style-type: none"> • Accessibility to/inside the Field/Park or related buildings (parking spaces, ramps, doors with actuators, washroom or meeting area accessibility) • Energy efficiency upgrades (e.g. windows and doors) • Planned capital work the FPM Group wants to accelerate 	65% FPM Group; 35% County	Such requests must be made through the County's Community Partnership Program and be approved by Council.

REVISION HISTORY					
REPORT	CIC		COUNCIL		DETAILS
	Date	Rec#	Date	Res#	
	Date	Rec#	Date	Res#	
	Date	Rec#	Date	Res#	
	Date	Rec#	Date	Res#	
	Date	Rec#	Date	Res#	
	Date	Rec#	Date	Res#	

SCHEDULE "C"
FACILITY RENTAL AGREEMENT

This Agreement Constitutes an Invoice

The Applicant must pay the fees, charges and deposits in accordance herewith.

Community Centre Rental Agreement

Facility Name: _____

Name of Rental Applicant: _____

Name Of Rental Organization, If Applicable: _____

Check box if applicable: ☐ If applying in the name of a Group or Organization, I/we have the authority to bind the Group or Organization

Applicant Mailing Address: _____

Applicant Email: _____

Applicant Telephone(s): _____

☐ mobile ☐ other

☐ mobile ☐ other

I/We hereby apply to rent the above-named Facility for the purpose of: (state purpose of the rental)

on the following date(s) and time(s):

Date: _____

Time: _____

If long-term or multiple rentals, specify dates or days: _____

I/We agree to pay for the following fees, charges, and deposits: (Parts (i) to (iv)):

(i) Facility Rental

\$ _____

(ii) Kitchen Facilities

\$ _____

or ☐ included in (i)

(iii) Other: _____

\$ _____

or ☐ included in (i) or (ii)

(iv) Clean-Up and Damage Deposit

\$ _____

Payable on _____ (date)

Subtotal

\$ _____

Subtotal (i) to (iv)

(v) Taxes (if applicable)

\$ _____

Total fees, charges, and deposits

\$ _____

Total (i) to (v)

Less down payment

\$ _____

Paid on _____ (date)

Total owing**

\$ _____

**Note: the balance of all fees, charges and deposits must be paid by: _____ (date)

Deposits

Deposits will be returned, without interest, to the Applicant after the rental and after inspection of the premises and it is found that the premises and its contents have not been damaged, defaced, misappropriated, or altered and that the premises, complete with its contents, are being returned in the same state of condition as when found by the Applicant.

NOTE: If any of the premises or part thereof or any of its contents have been damaged, destroyed, defaced, altered, or removed, the Facility Operator may, at their discretion, use the Clean-Up and Damage Deposit to recover the cost of repair or replacement.

- (vi) Any costs in excess of the Clean-Up and Damage Deposit for repair or replacement of the premises or its contents resulting from damage, destruction, defacing, alteration, or removal which results during the rental period as set out herein will be billed to the Applicant.
- (vii) When the Facility Operator deems necessary, I/we agree to procure insurance in accordance with section 23 of the attached Terms and Conditions.

These Terms and Conditions Form an Integral Part of the Rental Agreement

This Agreement is subject to the following terms and conditions, which are agreed to by the Applicant:

1. All groups or individuals renting the Facility must be in possession of a Facility Rental Agreement authorized by the Facility Operator.
2. All individuals or groups who have made special arrangements to pay their rentals via invoice, and who fall into arrears in their payments, will forfeit all present and future rentals pending payment of fees in full.
3. The premises will be provided in a clean condition to the standards ordinarily maintained and will include such supply of water, gas, electricity, light, and heat as is normally available on the premises.
4. It is the responsibility of the Applicant to set up and remove any decorations and materials during the rental period. No decorations shall be hung from the ceiling unless authorized by the Facility Operator. Any items that the Applicant brings into the Facility, such as dishes, liquor, etc., must be removed on the final day or time of rental as set out in the Rental Agreement. The Applicant shall not remove any dishes, equipment, etc., belonging to the Facility.
5. The Applicant shall bear in the responsibility of providing, at his/her/their own cost:
 - a. All advertising and promotion of the event, if any, including tickets and ticket sales;
 - b. All personnel required to organize, supervise, and carry on their event;
 - c. All personnel to clean the premises or otherwise return the premises and its contents to the state of condition when initially rented.
6. The Applicant agrees to observe, keep, and enforce all rules, regulations, and by-laws of the Facility Operator and Haldimand County, its Police and Fire Departments, and of any other Department of the County, Provincial or Federal Government including, but not limited to, matters affecting sanitation, health, fire prevention, safety, noise, and crowd control. The Applicant must ensure that obstructions are not placed in front of fire exits.
7. The Applicant agrees to not in any way damage or deface the premises or any of its contents, and to not cause or allow anything to be done which would damage or deface the premises or any of its contents. The Applicant shall leave the premises in the state of use and condition of cleanliness which existed prior to the Applicant's use. If the premises or any of its contents are damaged, altered, or defaced as a direct result of any act, neglect, or default of the Applicant either willfully or otherwise, or if the premises are left in a state of uncleanliness, the Applicant shall pay to the Facility Operator, upon demand, such sum as shall be necessary to restore the premises and/or its contents to its pre-event or otherwise original condition and the Facility Operator has the right to use the Applicant's deposit to restore the premises and/or its contents to its pre-event original condition.
8. The Applicant agrees to assume full responsibility for the character, acts, and conduct of all persons admitted to the premises. No person shall be allowed in any part of the building other than the area contracted in this Agreement.
9. The Applicant agrees that any event taking place in the Facility must be terminated by 1:30 a.m. and the premises vacated directly thereafter. Additional charges may be incurred by failing to vacate the premises at agreed-upon times.
10. The Applicant agrees to take all reasonable steps to ensure that the event is carried on in a safe and peaceful manner, and to ensure the safety of the personnel working at the event, and of any persons attending the event.
11. The Applicant agrees to not assign the Agreement or allow any other party to use the premises.
12. The Applicant agrees to not permit anyone to cook or barbecue inside the Facility, except in the kitchen area on the appropriate appliances, if so rented.
13. The Applicant agrees that no confetti shall be thrown in or around the Facility or on the grounds.
14. The Applicant agrees to provide and pay for police or security officers, if required by the Facility Operator, in such numbers and with such identification as is acceptable to the Facility Operator.
15. The Applicant agrees that the Facility Operator is not responsible for lost, stolen, or damaged property of individuals or groups who use or rent the Facility.
16. The Applicant agrees that the Facility Operator reserves the right to cancel this Agreement at any time for violation of any of these terms and conditions.

These Terms and Conditions Form an Integral Part of the Rental Agreement

Special terms and conditions if beer, wine, or spirits are being served or provided

- Alcoholic beverages (beer, wine, spirits):
- ☐ will be served or otherwise provided. The following documents must be provided to the Facility Operator prior to the commencement of the event and upon request at any time thereafter until the permit has expired:

☐ Certification of Insurance (\$2 million dollars liability)

☐ Smart Serve Certification (or equivalent, if applicable)

☐ Copy of Special Occasion Permit

☐ The Applicant agrees to abide by the health and fire regulations, therefore prohibiting more than _____ persons on the premises (Hall Area) if under the authority of a Special Occasion Permit.

☐ will not be served or otherwise provided

17. Alcoholic beverages of any type may only be made available when a proper license is obtained from the Alcohol and Gaming Commission of Ontario (AGCO).
18. When alcoholic beverages are being served under a Special Occasion Permit (SOP), the Applicant hereby covenants to follow and abide by the conditions pertaining to liquor licensed events as outlined in this Agreement.
19. Alcohol service and enforcement under the regulations of the AGCO are the responsibility of the Special Occasion Permit holder. No liquor shall be served past 12:45 a.m. and the premises must be clean and vacated by 1:30 a.m.
20. The Applicant must obtain a proper license (Special Occasion Permit) from the AGCO to provide and deliver all liquor and equipment necessary for the sale and consumption thereof, to supervise the sale and consumption of liquor, to enforce and abide by all regulations governing the sale and consumption of liquor, to remove all remaining liquor and equipment provided immediately following the function and to bear all costs relating to the above. The Applicant shall provide a copy of the Special Occasion Permit to the Facility Operator prior to the commencement of the event. Failure to provide a proper liquor license to the Facility Operator, prior to the rental of the Facility or the holding of the event, shall constitute a cancellation of this Agreement and the Applicant, his/her servants, agents, groups represented by, or any other person affected shall not hold the Facility Operator responsible and further agrees that any claims whatsoever made against the Facility Operator shall be the sole responsibility of the Applicant.
21. Consumption of alcoholic beverages will not be permitted anywhere except as provided for in the license and in this Agreement. No beverage is to be served in glass containers, unless permission is granted by the Facility Operator for a "Closed Function" (e.g. wedding reception where a sit-down meal is served).
22. The Facility Operator strongly recommends that the holder of the Special Occasion Permit help to reduce the incidence of drinking and driving through the following:

a. Instituting a designated driver program; and

b. Posting drinking/driving information and local taxi/drive-share options in the licensed area; and

c. Ensuring that all persons serving alcohol are adequately trained to do so (e.g. Ontario Smart Serve Certification or equivalent) and are instructed to take all reasonable steps to ensure the safety of the patrons of the event and any persons or property with which they may come in contact.
23. The Applicant agrees to take out, with an insurer licensed to carry on business in Ontario, at the expense of the Applicant, a Commercial General Liability Policy acceptable to the Facility Operator and to Haldimand County, providing insurance coverage in respect of any one accident to the minimum limit of Two Million Dollars (\$2,000,000) against loss or damage resulting from bodily injury to, or death of, one or more persons, and loss or, or damage to, property arising in connection with the function as a result of any act or omission of the Applicant or Group named hereon, their members, officers, employees, agents, or contractors; such policy shall name the Facility Operator and Haldimand County as an additional insured and contain a cross-liability clause providing for thirty (30) days' notice of cancellation. Liquor liability must also be included in the insurance and shown on the certificate. The Applicant shall provide a Certificate of Insurance to the Facility Operator at least 14 (fourteen) days prior to the date of the function and upon request at any time thereafter until the permit has expired.

Acknowledgement and Waiver of Liability

I/We acknowledge and I/we shall be responsible for any actions of all those allowed or invited to the Facility while we are entitled to use it, and I/we shall hereby protect, defend, indemnify, and save harmless the Facility Operator and/or Haldimand County, their agents and employees from all claims, actions and proceedings, suits, losses, damages, or injuries, including any costs and expenses incurred by the Facility Operator and/or Haldimand County as a result of any act or omission of the Applicant or Applicant group, its members, officers or employees, agents or contractors, invitees or any person who attends the function and I/we also hereby protect, defend, indemnify and save harmless the Facility Operator and/or Haldimand County for any loss, damage, or injury (including death) to any person(s) or property arising in connection with the function as a result of any act, omission or otherwise or me/us or our agents, employees, officers, members, contractors, invitees, or any person who attends the function.

I/We have read the above and hereby covenant and agree to the terms and conditions as set out in this Facility Rental Agreement and, in particular, hereby covenant and agree that I/we am personally responsible and obligated to pay all fees to the Facility Operator in accordance with the stated conditions. I/We further acknowledge and agree that any breach of the terms and conditions for rental may result in the termination of my/our right to use the premises at the discretion of the Facility Operator.

NOTE: The Terms and Conditions (pages 2 and 3) form an integral part of the Community Hall Rental Agreement

Applicant Signature:

Date

Position (if signing on behalf of an organization):

Facility Operator Signature:

Date