



TO: GENERAL COMMITTEE

SUBJECT: ROTARY CLUB OF BARRIE COVID-19 HEROES AND MEMORIAL GARDEN IN SUNNIDALE PARK

WARD: 4

PREPARED BY AND KEY CONTACT: K. BRADLEY, BA, MLA, MANAGER OF PARKS PLANNING, EXT. 4825

SUBMITTED BY: M. BANFIELD, RPP, DIRECTOR OF DEVELOPMENT SERVICES

GENERAL MANAGER APPROVAL: B. ARANIYASUNDARAN, P. ENG., PMP, GENERAL MANAGER OF INFRASTRUCTURE AND DEVELOPMENT

CHIEF ADMINISTRATIVE OFFICER APPROVAL: M. PROWSE, CHIEF ADMINISTRATIVE OFFICER

RECOMMENDED MOTION

1. That the Rotary Club of Barrie ('The Club') be permitted to finance and construct the Rotary Club of Barrie COVID-19 Heroes and Memorial Garden ('The Garden') in Sunnidale Park as per the drawings in Appendix "B" and the renderings in Appendix "C" of Staff Report DEV020-23.
2. That the Rotary Club of Barrie COVID-19 Heroes and Memorial Garden become the property of the City of Barrie upon completion.
3. That the Mayor and City Clerk be authorized to enter into an Access Agreement with the Rotary Club of Barrie substantially in the form as attached in Appendix "D" of the Staff report DEV020-23 to the satisfaction of the Director of Legal Services.
4. That regular maintenance be undertaken by the Parks and Forestry Operations Branch.
5. That staff in the Parks and Forestry Operations Branch include \$3,500 in the 2024 operating budget to offset the increased annual expenditures related to the cost of utilities and maintenance for The Garden.

PURPOSE & BACKGROUND

6. The purpose of this Staff Report is to seek final Council approval of a proposal from the Rotary Club of Barrie to design and construct a COVID-19 Heroes and Memorial Garden in Sunnidale Park.
7. The Rotary Club of Barrie has been a strong community partner with the City of Barrie assisting with the development of many community projects including park pavilions, fountains, trails, and reforestation projects.
8. On April 12, 2021, Council approved motion 21-G-073 RECOGNITION OF COVID-19 VICTIMS as follows:

"That in order to properly recognize the victims of COVID-19, all requests or recommendations for memorials be referred to the City Clerk to maintain the list until the COVID-19 pandemic is declared over, at which time the City Clerk will review the requests with the Municipal Naming Working Group or the appropriate departments for evaluation and response through a report back to General Committee."

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9. On April 13, 2021, The Club presented its proposal to the City Building Committee to create a COVID-19 Pandemic Heroes Garden within Sunnidale Park (Please refer to the memorandum attached as Appendix "A" to this Report).
 10. On April 26, 2021, Council approved motion 21-G-082 ROTARY CLUB OF BARRIE - COVID-19 HEROES GARDEN as follows:
 - "1. That the COVID-19 Heroes Garden as presented by the Rotary Club of Barrie to recognize the pandemic response efforts of local health and frontline workers located in Sunnidale Park and the accompanying memo from Development Services staff be referred to the City Clerk according to motion 21-G-073 related to the recognition of COVID-19 Victims memorials.
 2. That staff in Development Services Department continue to work with The Club to finalize the proposed concept.
 11. Staff in Development Services continued to support The Club with the development of the project through 2022. Upon The Club being awarded grant funding from Community Foundations of Canada in the amount of \$54,175 in 2022, and the pandemic being declared over, the next step was to apply to The Municipal Naming Working Group for review and endorsement of the project as per motion 21-G-073.
 12. On August 18, 2022, the Municipal Naming Working Group met to discuss the Rotary Club of Barrie's request to construct the garden in Sunnidale Park to commemorate those impacted by the COVID pandemic. The Working Group was supportive and provided the following recommendations:
 1. The Working Group recommended that the area be named "COVID Heroes and Memorial Garden."
 2. It was further recommended that a plaque or other form of recognition, not list specific individual names, as the impacts of COVID are still being felt and could be for the foreseeable future. However, specific individuals could be verbally recognized at the time of the unveiling.

ANALYSIS

13. Although The Club initiative is not specifically noted within the Council approved Sunnidale Park Master Plan, this project does support the strategic directions and goals of the Master Plan by providing a new passive recreational opportunity and rehabilitating an abandoned area of the park for free public enjoyment and reflection.
14. The proposed site for The Garden as illustrated in the staff memorandum attached in Appendix "A" is the site of the demolished park playground that was reconstructed in 2015 adjacent to the Dorian Parker Community Centre. The proposed site was recommended to The Club by staff and was well-received by the members of the City Building Committee in the spring of 2021.
15. The Garden is designed (please refer to the renderings in Appendix "C") as an immersive, symbolic, and reflective memorial and public space to recognize the broader impacts of the COVID-19 pandemic on the community without any specific references to individuals, timelines, or events.
16. Upon Council approval, Legal Services will prepare the agreement for execution with The Club, allowing The Club, its contractors and designates to enter the park to construct The Garden on City property.

17. The Club plans to commence the construction of The Garden in May 2023 with its completion scheduled for September 2023.
18. At the time of the initial concept development an irrigation system was not contemplated. However, through discussions with The Club and City staff it was decided it would be of benefit to the long-term success of The Garden and reduce the overall long-term maintenance costs associated with the landscape feature. Staff in the Operations Department indicate they can absorb the pro-rated reduced costs for utilities and maintenance of The Garden in the fourth quarter of 2023 but would require additional funding as part of the 2024 Business Plan to support a full year of maintenance and utility costs.

ENVIRONMENTAL AND CLIMATE CHANGE IMPACT MATTERS

19. **Increasing Native Species:** Prioritizing native species in the plant palette creates both habitat and food for local insects, birds (migratory songbirds), and small terrestrial mammals leading to a more biodiverse ecosystem. Native species have adapted to local conditions over millennia and have greater resilience in response to extreme climate change events, thus providing less disruption to the local ecosystem and faster recovery. Using native species also creates opportunities for new maintenance practices such as leaving seed heads on plants to overwinter to provide off-season pollinator habitat.
20. **Biological Carbon Sequestration & Heat Sinks Offsets:** Consideration has been given to the role of parkland to offset urban heat islands with added shade and to increase carbon sequestration through increased planting beds and tree planting within the park. Carbon sequestration is the process of capturing, securing, and storing carbon dioxide from the atmosphere in plants through the process of photosynthesis. Soil can also store carbon as carbonates. Native ornamental grasses sequester most of their carbon underground, leaving carbon fixed in the ground even after trimming.
21. **Phosphorus Reduction:** Using natives plant species promotes soil ecology and reduces dependence on artificial fertilizers.
22. **Improved Water Efficiency:** The irrigation system will include scheduling and quantity controls to allow staff to effectively manage the overall water consumption versus hand-watering.

ALTERNATIVES

23. The following alternative is available for consideration by General Committee:

Alternative #1 General Committee could elect not to approve the recommendation for the installation of The Garden, its location and design.

This Alternative is not recommended due to The Garden aligning with the goals of the approved Sunnidale Park Master Plan by providing an additional passive recreational opportunity, it rehabilitates an abandoned area within the park, and the City has previously worked with and benefited from partnerships with the Rotary Club of Barrie.

FINANCIAL

24. There are no capital costs to the City associated with the recommendations. The capital cost of The Garden, which is estimated at \$87,810 excluding HST, is being fully financed by the Rotary Club of Barrie through The Club's internal fundraising, donations in-kind from The Club members, and from a \$57,175 grant awarded to The Club specifically for this project.

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25. Staff estimate that an additional \$3,500 is required in the 2024 Parks & Forestry Operations branch operating budget to cover the expense of utilities and annual maintenance.
 26. Other than the aforementioned minor operating costs and staff time to help facilitate the legal agreement, there are no financial implications for the City resulting from the proposed recommendation.
 27. This project is not included in the City's capital plan as it is fully funded by The Club. Staff resources in the Development Services Department required to provide oversight to the project are included in the 2023 base operating budget.

LINKAGE TO 2022-2026 STRATEGIC PLAN

28. The recommendation(s) included in this Staff Report support the following goals identified in the 2022-2026 Strategic Plan:
 - Thriving Communities
29. The implementation of The Garden supports "Thriving Communities" by providing an enhanced park user experience and a free recreational opportunity within Sunnidale Park as well as providing a tranquil public space for individuals to reflect and engage with nature.

Attachments: Appendix "A" - Memo to City Building Committee (April 13, 2021) – Request from Rotary Club of Barrie to Design and Construct a COVID-19 Pandemic Heroes Garden in Sunnidale Park
Appendix "B" - Rotary Club of Barrie COVID-19 Heroes and Memorial Garden Drawings
Appendix "C" - Rotary Club of Barrie COVID-19 Heroes and Memorial Garden Renderings
Appendix "D" - Access Agreement Between The City of Barrie and the Rotary Club of Barrie to Construct the Rotary Club of Barrie COVID-19 Heroes and Memorial Garden in Sunnidale Park

APPENDIX "A"

Memo to City Building Committee (April 13, 2021) – Request from Rotary Club of Barrie to Design and Construct a COVID-19 Pandemic Heroes Garden in Sunnidale Park



**DEVELOPMENT SERVICES DEPARTMENT
MEMORANDUM**

TO: MEMBERS OF CITY BUILDING COMMITTEE

FROM: K. BRADLEY, BA, MLA, MANAGER OF PARKS PLANNING (EXT. 4825)

NOTED: M. BANFIELD, RPP
DIRECTOR OF DEVELOPMENT SERVICES

A. MILLER, RPP
GENERAL MANAGER OF INFRASTRUCTURE AND GROWTH MANAGEMENT

M. PROWSE, CHIEF ADMINISTRATIVE OFFICER

WARD: 4

RE: REQUEST FROM THE ROTARY CLUB OF BARRIE TO DESIGN AND CONSTRUCT
A COVID-19 PANDEMIC HEROES GARDEN IN SUNNIDALE PARK

DATE: APRIL 13, 2021

The purpose of this Memorandum is to provide members of the City Building Committee with information concerning the request from the Rotary Club of Barrie ("Club") to finance, design and construct a COVID-19 Heroes Garden in Sunnidale Park in 2021.

The intent of the project is to symbolically recognize in a high-profile City park the sacrifices and efforts of local healthcare and frontline workers in responding to the COVID-19 pandemic.

Staff received an initial proposal from the Club in January, 2021 to construct the Heroes Garden on the south shore between the Kiwanis Pavilion and the Southshore Community Centre. The requested location is the site of another community partner sponsored project that the City is actively working on. Staff suggested a list of alternative sites to the Club's representatives for their consideration that included: Sunnidale Park, Sam Cancilla Park, and the Royal Victoria Hospital campus. The Club decided the Sunnidale Park location provided the best opportunity for their project (See Figures 1 and 2) and wish to obtain Council authorization to proceed at this location.

The Club is proposing to fund the design and construction of the Heroes Garden through a combination of their own funds, a grant from the Canada Healthy Communities Initiative (award notice expected in April 2021) and in-kind donations from their membership. It is staff's understanding, from discussions with the Club, that the grant must be fully spent by the end of June, 2022.

The project is consistent with the 2009 approved Sunnidale Park Master Plan and would not negatively impact any existing uses or passive programming. Staff have been exploring ideas to repurpose this area since the playground was removed and reconstructed to be closer to the Dorian Parker Community Centre.

All future requests for similar projects to recognize the response efforts and/or memorialize the impacts due to the COVID-19 pandemic should be officially addressed by Council for approval.



**DEVELOPMENT SERVICES DEPARTMENT
MEMORANDUM**

If the City Building Committee supports the proposal from the Rotary Club of Barrie to design and construct the COVID-19 Heroes Garden in Sunnisdale Park, the following wording for a motion is recommended for consideration:

- "1. That the COVID-19 Heroes Garden as presented by the Rotary Club of Barrie to recognize the pandemic response efforts of local health and frontline workers located in Sunnisdale Park, be approved in principle.
2. That staff in the Development Services Department report back to General Committee with project details on the final design, capital, and operating costs for consideration prior to implementation.
3. That all future requests for similar projects to recognize the response efforts and/or memorialize the impacts due to the COVID-19 pandemic be officially addressed by Council for approval."

Figure 1: Aerial image of Sunnisdale Park illustrating the proposed COVID-19 Heroes Garden location.





DEVELOPMENT SERVICES DEPARTMENT
MEMORANDUM

Figure 2: Close-up aerial image of the abandoned Sunnidale Park playground area proposed to be repurposed to the COVID-19 Heroes Garden.

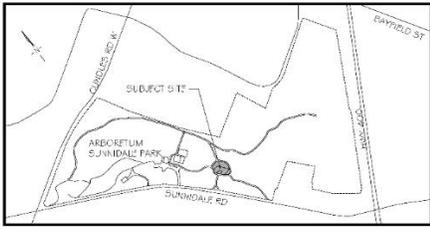


APPENDIX "B"

Rotary Club of Barrie COVID-19 Heroes and Memorial Garden Drawings

ROTARY - COVID-19 Heroes & Memorial Garden,
BARRIE, ON
MUNICIPAL FILE:

LANDMARK ENVIRONMENTAL GROUP LTD. PROJECT NO. LA 533-21



KEY PLAN N.T.S.

DRAWING LIST:

- EX-1 EXISTING CONDITIONS
- C-1 LANDSCAPE CONCEPT PLAN
- E-1 LANDSCAPE ENLARGEMENT
- D-1 DETAILS
- D-2 DETAILS
- RR-1 REGULATION PLAN

CLIENT:



THE ROTARY CLUB OF BARRIE /
CITY OF BARRIE
70 COLLIER STREET, P.O. BOX 400,
BARRIE, ON
N4H 4T3

MUNICIPALITY:



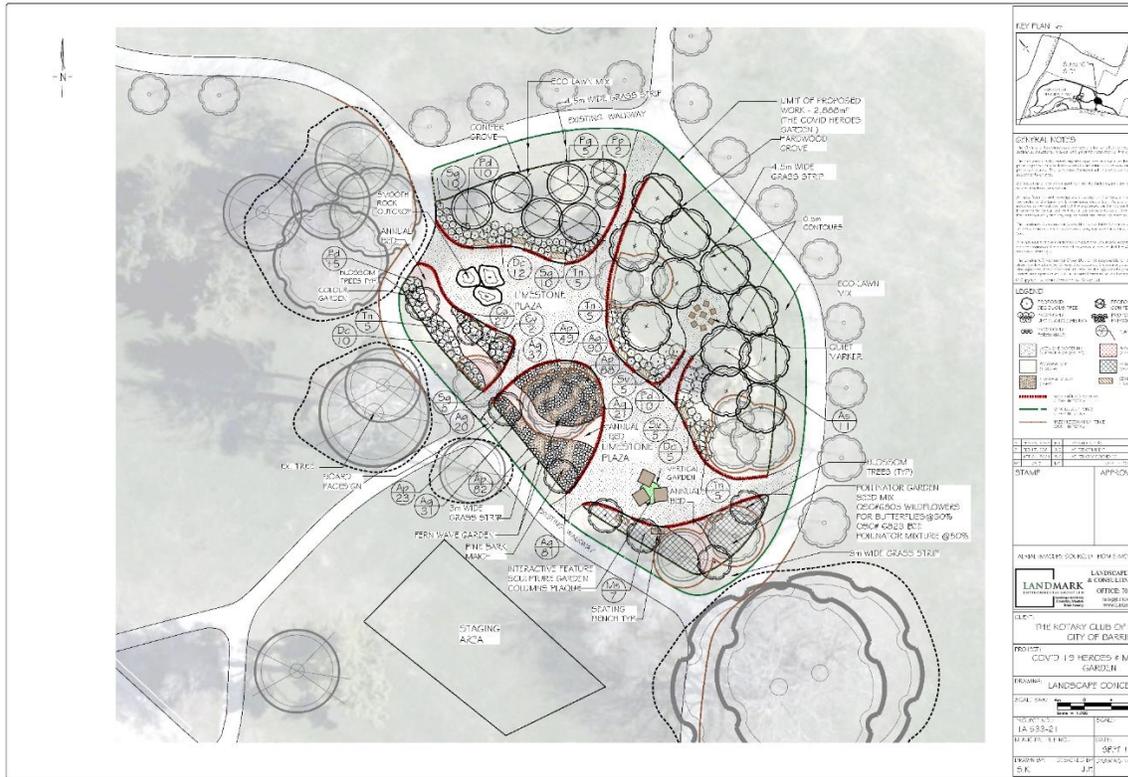
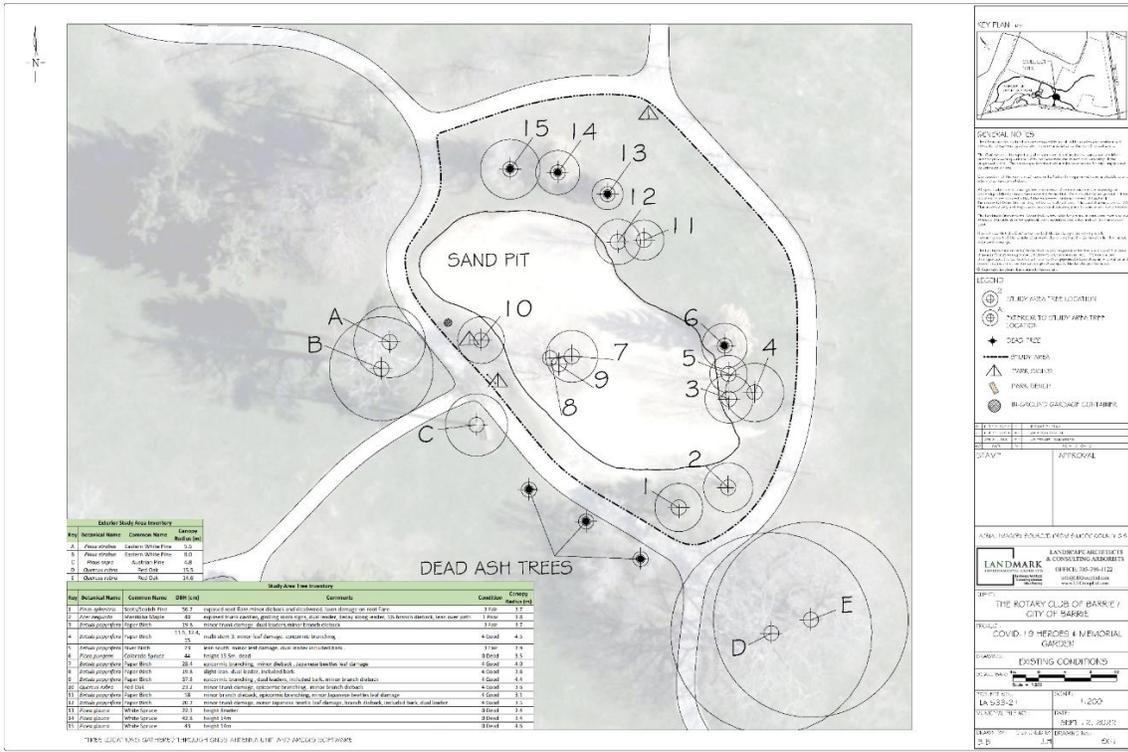
CITY OF BARRIE
70 COLLIER STREET, P.O. BOX 400,
BARRIE, ON
N4H 4T3

LANDSCAPE ARCHITECT:



LANDMARK
ENVIRONMENTAL GROUP LTD
Landscape Architects
Consulting Arborists
One Team

LANDSCAPE ARCHITECTS
& CONSULTING ARBORISTS
OFFICE: 705-796-1122
info@LEGroupltd.com
www.LEGroupLtd.com



<p>CONFIFEROUS TREE PLANTING DETAIL</p> <p>APPROVED on 05/05/23 BSP/LL</p> <p>4 BSP/LL</p> <p>THE CITY OF BARRIE ENGINEERING DEPARTMENT</p>	<p>DECIDUOUS TREE PLANTING DETAIL</p> <p>APPROVED on 05/05/23 BSP/LL</p> <p>4 BSP/LL</p> <p>THE CITY OF BARRIE ENGINEERING DEPARTMENT</p>	<p>CONTAINER GROWN SHRUB PLANTING DETAIL</p> <p>APPROVED on 05/05/23 BSP/LL</p> <p>4 BSP/LL</p> <p>THE CITY OF BARRIE ENGINEERING DEPARTMENT</p>	<p>PLANTING NOTES</p> <ol style="list-style-type: none"> The Contractor to provide all materials, labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. <p>GENERAL NOTES</p> <ol style="list-style-type: none"> The Contractor to provide all materials, labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. <p>FIGURE</p> <p>LANDMARK</p>	<p>NOT PLAN</p> <p>GENERAL NOTES</p> <ol style="list-style-type: none"> The Contractor to provide all materials, labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. The Contractor to provide all labour and equipment for the planting of the trees and shrubs. <p>FIGURE</p>					
<p>TREE PRESERVATION FENCING</p> <p>APPROVED on 05/05/23 BSP/LL</p> <p>1 BSP/LL</p> <p>THE CITY OF BARRIE ENGINEERING DEPARTMENT</p>	<p>SITE IDENTIFICATION SIGN</p> <p>APPROVED on 05/05/23 BSP/LL</p> <p>1 BSP/LL</p> <p>THE CITY OF BARRIE ENGINEERING DEPARTMENT</p>	<p>LIMESTONE SCREENING DETAIL</p> <p>APPROVED on 05/05/23 BSP/LL</p> <p>1 BSP/LL</p> <p>THE CITY OF BARRIE ENGINEERING DEPARTMENT</p>	<p>FIGURE</p> <p>LANDMARK</p> <p>LANDMARK ARCHITECTS & CONSULTING ENGINEERS OFFICE 405-766-1122 405-766-1122 405-766-1122</p> <p>CLIENT: THE ROTARY CLUB OF BARRIE / CITY OF BARRIE</p> <p>PROJECT: COVID-19 HEROES & MEMORIAL GARDEN</p> <p>SCALE: DETAILS</p> <p>DATE: 05/05/23</p> <p>REVISIONS:</p> <table border="1"> <tr> <td>NO.</td> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td>1</td> <td>05/05/23</td> <td>ISSUED FOR PERMIT</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	05/05/23	ISSUED FOR PERMIT
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BENCH SPECIFICATIONS REV# 2
BC1350 17/01/18

TOP

74.00 (6ft Bench)

23.75

35.37

74.75

9.37

14.97

18.87

22.28

Foot drop board 3.75" x 1.34" 2.58" of flat surface on board
Bull nosed board 3.75" x 1.34" 3.00" of flat surface on board
Square board 2.28" x 1.34"

CONSTRUCTION MATERIALS
SUNSHINE
SUNSHINE
SUNSHINE
SUNSHINE

ALL DIMENSIONS ARE SHOWN IN INCHES

BASALT COLUMNS FOUNTAINS

RIVER ROCK BLOCK BENCHES

SIZE	DEPTH	LENGTH	WEIGHT
24"	12"	36"	150 LBS
24"	12"	48"	200 LBS
24"	12"	60"	250 LBS

GENERAL NOTES

1. ALL DIMENSIONS ARE SHOWN IN INCHES UNLESS OTHERWISE NOTED.

2. ALL MATERIALS SHALL BE AS SPECIFIED IN THE MATERIALS LIST.

3. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

4. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BARRIE STANDARD SPECIFICATIONS.

5. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BARRIE STANDARD SPECIFICATIONS.

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10. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BARRIE STANDARD SPECIFICATIONS.

LEGEND

NO.	DESCRIPTION
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9	
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LANDMARK ARCHITECTS & INTERIORS
OFFICE: 705-796-1132
400 BAYVIEW AVE. SUITE 200
SCARBOROUGH, ONTARIO M1S 1B7

CLIENT: THE ROTARY CLUB OF BARRIE / CITY OF BARRIE

PROJECT: COVID-19 HEROES + MEMORIAL GARDEN

SCALE: DETAILS

REVISION NO.: LA 523-21
DATE: MAY 10, 2023

REVISION NO.: N 7.5
DATE: SEPT 12, 2022

DESIGNED BY: JTB (JTB) (JTB)
DRAWN BY: JTB (JTB) (JTB)

APPENDIX "C"

Rotary Club of Barrie COVID-19 Heroes and Memorial Garden Renderings





APPENDIX "D"

Access Agreement Between the City of Barrie and the Rotary Club of Barrie to Construct the Rotary Club of Barrie COVID-19 Heroes and Memorial Garden in Sunnidale Park

ACCESS AGREEMENT

This Access Agreement is dated the _____ day of _____, 2023

Between:

THE CORPORATION OF THE CITY OF BARRIE
("Barrie")

and

THE ROTARY CLUB OF BARRIE
("Rotary")

PROPERTY DESCRIPTION AND AGREEMENT FOR ACCESS

1. Barrie represents that it is the registered owner of lands described in Schedule A (the "Properties").
2. Rotary requires access to the Property in order to construct a COVID-19 Heroes and Memorial Garden (the "Works") in accordance with the design drawings approved by the City of Barrie Development Services Department, attached as Schedule B.
3. Barrie agrees to give Rotary, its contractors, subcontractors, agents, servants and employees access to the Property to complete the Works in accordance with the terms and conditions contained within this Access Agreement.

SCOPE OF ACCESS AGREEMENT

4. Barrie authorizes the Contractors and gives Rotary and the Contractors the right, acting through persons authorized by them, to enter on to the Property and to use the Property for the duration of this Access Agreement in order to complete the Works, in accordance with the agreed upon work plan ("Work Plan"), attached as Schedule C.
5. The proposed location for the Works shall be confined to those specified in the Work Plan.

DURATION OF ACCESS AGREEMENT

6. This Access Agreement shall take effect upon the earlier of May 1, 2023 or written notice by Rotary to Barrie indicating an earlier start date ("Start Date"). A Start Date indicated by written notice is void unless approved by Barrie.
7. This Access Agreement shall remain in effect until September 29th, 2024 (the anticipated end of the warranty period for the Works), or until as otherwise agreed by the parties in writing, acting reasonably ("End Date").

PRIOR TO CONSTRUCTION

8. Rotary acknowledges it will complete a pre-construction survey with Barrie staff prior to any construction to document the existing site conditions and will be responsible to make good any damages to The Property resulting from The Works.
9. Rotary acknowledges it has acquired a Right of way Activity Permit for the Property prior to signing this Access Agreement, attached as Schedule D.

COMPLETION OF WORKS

10. Rotary will ensure that, in using the Property for the completion of the Works, its contractors, subcontractors, agents, servants and employees will exercise all reasonable care and will exercise reasonable commercial efforts to minimize inconvenience to Barrie, occupiers, agents, servants and/or invitees of the Property and disturbance to the Property.
11. Rotary will ensure its contractors, subcontractors, agents, servants and employees comply with the provisions of this Access Agreement.
12. The following principles shall be observed by Rotary, its contractors, subcontractors, agents, servants and employees, during the completion of the Works pursuant to this Access Agreement:
 - (a) Barrie will allow for access to the Property from the Start Date to the End Date, Barrie and the Contractors acting reasonably;
 - (b) Barrie, or a representative of Barrie, shall have the option of being present to observe the construction of the Works upon the Property;
 - (c) Rotary and the Contractors will comply with any reasonable rules and practices relating to construction on the Property provided by Barrie including, but not limited to, the requirements for a Right-of-Way Activity Permit;
 - (d) All Works conducted pursuant to this Access Agreement shall be at the expense of Rotary;
 - (e) Barrie is not responsible for any equipment or materials left on the Property during the duration of this Access Agreement;
 - (f) All of the Contractors' agents, servants or employees shall be provided with adequate identification for security purposes, and shall produce and show such identification to Barrie upon request;
 - (g) Within five (5) days after the expiry of this Access Agreement the Contractors will remove all vehicles, equipment, machinery or materials from the Property. Barrie agrees that the Contractors and their agents, servants and employees, shall have the right to enter upon the Property for reasonable site restoration purposes at such times as approved by Barrie in writing.
13. Upon completion of the Works and prior to the End Date, Rotary agrees to restore any and all portions of the Properties that were damaged or otherwise altered for and/or by the Works, to the condition they were in immediately prior to the start date. Where Rotary fails to repair the Properties per this section, Barrie will conduct the repairs and Rotary agrees to fully compensate Barrie for the cost of repairs.

OWNERSHIP OF WORKS

14. The parties agree that for the duration of this Access Agreement, Rotary will be solely responsible for the Works, the Properties, the Contractors and the Subcontractors.
15. Rotary acknowledges it will be a Constructor under the Ontario Health and Safety Act RSO 1990, c O1 (OHSA). Rotary agrees to abide by the provisions of the OHSA and acknowledges that Barrie is free from any and all requirements of a Constructor under OHSA.
16. The parties agree that on completion of the Works, Barrie will have the sole right, title and ownership of the Works. This ownership does not supercede the requirement by the Rotary to maintain its obligation for a 1-year warranty coverage period on the COVID-19 Heroes and Memorial Garden.
17. In consideration of Rotary constructing and installing the Works at its cost, for the use and ownership of Barrie, Barrie agrees that it will register against title to the Property, a restrictive covenant that no uses are permitted on the Property that derogate from the use of the Property for the Rotary Club of Barrie COVID-19 Heroes and Memorial Garden, without the consent of Rotary, which consent will not be unreasonably withheld.

WARRANTY

18. Rotary agrees to maintain a 1-year warranty coverage period for all plant materials.
19. The parties acknowledge the warranty includes the replacement of any dead or diseased plant materials to the satisfaction of Barrie prior to the end of the warranty period.
20. The parties agree this Agreement shall remain in effect for the duration of the warranty period.
21. Where Rotary fails to replace the plant material under warranty, Barrie will conduct the replacements and Rotary agrees to fully compensate Barrie for all associated costs.

DISCHARGE ALL LIENS

22. Rotary shall pay all Contractors, subcontractors, labourers, suppliers and workers and all charges incurred by or in behalf of Rotary for any work, materials or services which are provided in connection with the Works. Rotary shall ensure that no lien, encumbrance charge or caveat (a "Lien") is registered against the Property. If any such Lien is made, filed or registered, Rotary shall discharge it or cause it to be discharged immediately at Rotary's expense.

INSURANCE AND INDEMNIFICATION

23. Rotary shall provide and maintain a Commercial General Liability Policy which shall include occupier's liability insurance provision for the entire duration of this Access Agreement for the Property, in an amount not less than two (2) million dollars (\$2,000,000.00) per occurrence. Rotary's General Liability Policy will cover and respond to all incidents whereby Rotary or its Contractors are found to be negligent or responsible. Rotary agrees to provide Barrie a Certificate of Insurance concurrent with the signing of this Access Agreement. All such policies shall be in the name of Rotary, with Barrie added as an additional named insured and shall contain a waiver of subrogation in favor of Barrie. The Licensee hereby undertakes to notify Barrie, in writing, not less than five (5) days prior to any material change, cancellation, failure to renew or termination of such policies.
24. Rotary will indemnify and save harmless Barrie from any kind of liability, suit, claim, demand, fine, action, or proceeding of any kind for which Barrie may become liable or suffer by reason of the use of Barrie's Lands by Rotary, the Contractors or those for whom it is in law responsible including any breach of or non-performance by Rotary of any provision of this Agreement saving and excepting therefrom any negligence by Barrie, its officers, employees, contractors, or invitees.

GENERAL PROVISIONS

25. This Access Agreement constitutes a license and does not give rise to or create a tenancy between Barrie, the Contractors and/or Rotary.
26. Rotary shall, on demand, compensate Barrie and/or any tenants or occupiers of the Property for any and all damage to the Property or to anything on the Property belonging to Barrie and/or any tenants or occupiers of the Property if such damage was caused by Rotary and/or the Contractors or their respective agents, servants and employees, in the exercise of rights under this Access Agreement.
27. This Access Agreement shall be binding upon and shall benefit Barrie and Barrie's heirs, executors, administrators, successors and assigns as the case may be.



28. Any written notice given pursuant to this Access Agreement is sufficiently given if delivered in person, sent successfully by facsimile transmission, or sent by ordinary prepaid mail addressed as follows:

(a) In the case of Barrie, to:

70 Collier St. PO Box 400
Barrie, ON L4M 4T5
Attention: City Clerk
Tel: (705)739-4204
Fax: (705)739-4243
Email: cityclerks@barrie.ca

(b) In the case of Rotary, to:

Rotary Club of Barrie
PO Box 272
Barrie, ON
Canada L4M 4T2
Attention: Club President
Email: secretary@barrierotary.com

Or such other address as either party may advise the other in the same manner as provided in this paragraph.

29. If any notice or payment required by this Access Agreement is sent by ordinary prepaid mail, addressed as above, the time of giving such notice shall be deemed to be the third business day after the date of mailing.

30. Words importing the singular number in this Access Agreement shall include the plural and vice versa, and words importing persons shall include firms and corporations and vice versa.

31. This Access Agreement and the attached Schedules constitute the entire agreement between Barrie and Rotary and no other agreement, written or verbal respecting the subject matter of this Access Agreement shall be deemed to exist or bind either party.

32. By their signatures below, Barrie and Rotary hereby acknowledge that they have read, understand and agree to the terms and conditions set out in this Access Agreement.

THE ROTARY CLUB OF BARRIE

THE CORPORATON OF THE CITY OF BARRIE

Per: _____
Name:
Title:

A. Nuttall, Mayor

Per: _____
Name:
Title:

Wendy Cooke, City Clerk

We have the authority to bind the corporation.

We have the authority to bind the corporation.



SCHEDULE A

Description of the Lands

Property A:

CON 5 VESPRA W PT LOT 21 PLAN 135 LOT 2 TO PT LOT 8 PLAN 1159 BLK A BLK B

SCHEDULE C

Work Plan

Proposed DRAFT Construction/Installation Schedule for COVID GARDEN-LEGroup

April 15-30	May 1-15	May 15-30	June 1-15	June 15-30	July 1-15	July 15-30
City (Parks) Internal staff report preparation	Staff Report forwarded to General Committee (May 10-23)	Staff Report forwarded to Council for review, proceed w. installation if approved	Preparation of bed areas by removing existing soil, deposit on Hardwood Grove	Install smooth Rock Outcrop	Supply trees, shrubs and perennials secure Install irrigation components-controllers, valvebox	Install vertical garden basalt columns and river rock base
		Protection of existing trees to remain with fencing at dipline	Re-contour sandy soil Hardwood Grove	Rent ditch witch, Supply irrigation lines to site from existing bib and supply to each bed	Install trees then shrubs, then perennials	Install City benches
		Erection of security Modulock fencing + secure staging area	Re-contour sand soil on Conifer Grove area	Install limestone screenings in Plaza and Quiet Area-compact screenings	Install hydroseed and pollinator garden, set up irrigation lines and test controllers/valves	
		Stake out planting beds, limestone plaza	Install topsoil and mulch on garden areas, keeping soil away from tree trunks	Install ammonstone boulders in quiet area		
			Prepare Limestone Plaza base			

August 1-15	August 15-31	September 1-15	September 15-30	October 1-15	October 15-31	November 1-15
Establish plant material	Remove Modulock fencing, remove tree preservation fencing	Opening, Dedication by City Officials and Rotary Club executive		Blow out irrigation lines-yearly maintenance		
Prepare City Signage for the COVID GARDEN						

Components are dependant on weather, Rotary volunteer availability and material supply



Schedule D
Right-of-way Activity Permit
(Left Intentionally Blank)