

This sponsorship agreement ("**Agreement**") is made this day of March 2024

BETWEEN:

The Corporation of the City of Welland (the "City")

- and -

Board of Management of the North Welland Improvement Area (the "Sponsor")

WHEREAS the Sponsor wishes to make, and the City wishes to accept, a donation of funds (the "Gift") to allow for the construction of a pavilion (the "Pavilion") on the location as shown in the attached Schedule "A" (the "Site");

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Definitions. When used in this Agreement, the following terms shall have the meaning ascribed to them below unless there is something in the subject matter or context inconsistent therewith:

- a. "**Agreement**" means this sponsorship agreement, including any schedules and all amendments made hereto in accordance with the provisions hereof;
- b. "**Event of Default**" has the meaning given to in in Section 13.
- c. "**Gift**" means the gift made by the Sponsor to the City in the amount of \$61,539.80 Canadian currency subject to the provisions of this Agreement;

2. The Sponsor agrees to make the Gift to the City for the purpose of construction of the Pavilion in accordance with the proposal, a copy of which is attached hereto as Schedule "B" (the "Proposal").

3. Payment of Gift. Upon the execution of this Agreement, the Sponsor shall deliver to the City a cheque or money order, which is payable to The Corporation of the City of Welland, in the amount of the Gift.

4. Purpose of Gift. The City shall use the Gift for the sole purpose of the Pavilion. Construction of the Pavilion shall be in accordance with the Proposal.

5. Sponsor Indemnification. The Sponsor shall indemnify and hold harmless the City (including its elected officials, officers, representatives, agents, employees, volunteers, and affiliates) against all claims, demands, losses, suits, damages (including indirect, special, consequential, remote, and economic damages), fees, fines, royalties, liability, and expenses (including reasonable lawyer's fees) arising out of any suit, claim or action relating to the Sponsor's duties or obligations pursuant to this Agreement, including any breach of any representation or warranty.

6. Recognition. The City acknowledges that the Sponsor has requested a form of recognition for the Gift. In this regard, the City agrees that the Pavilion shall be named [insert name here]. The Sponsor shall be permitted to install a plaque on the Pavilion after it is constructed provided that all wording and other features on the plaque have been approved by the City. The requirement for the name of the sponsor and/or the plaque shall not extend beyond the term of this agreement or to any pavilion or other structure that replaces the Pavilion. The name shall remain until the earlier of twenty (20) years from the date of this Agreement or the demolition and/or removal of this Pavilion from the site. The City shall have the option to change the name in the event the Sponsor shall cease to exist or is in default pursuant to the terms of this Agreement.

7. Release of Information. The Sponsor acknowledges that the City is bound by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario). Notwithstanding section 7, the Sponsor understands that the City may be compelled by law to release the name of the Sponsor, and the quantum of the Gift, and the provisions of this Agreement.

8. Sponsor's Ability to Publicize Gift. The Sponsor shall obtain the City's written authorization before participating in, distributing, or allowing the distribution of any announcement, press release, interview, article, story, appearance, marketing material or advertisement, whether in print, radio, television, or any other medium or media, regarding its Gift, the Pavilion, or this Agreement.

9. City has Exclusive Control. The City shall retain exclusive control of the construction and installation of the Pavilion and the subsequent use of the Pavilion, including the design, installation, maintenance, repair, replacement, removal or demolition of the Pavilion. All decisions regarding the Pavilion shall be made by the City in accordance

with its standards, as amended from time to time. In the event that the Pavilion shall be destroyed, damaged or fall into such a state that, in the sole discretion of the City, it cannot be repaired without requiring substantial costs, the City may demolish the Pavilion and remove same.

10. Ownership. The Sponsor acknowledges and agrees that the Pavilion, and related materials, will be owned by the City and the Sponsor has no title, interest or right in or to it. The City shall maintain, repair, or replace the Pavilion in such manner as it shall determine in its sole discretion.

11. Timing for Completion. Dates for the commencement and completion of the construction of the Pavilion are subject to change as determined by the City.

12. Term. The term of this Agreement, unless terminated earlier as hereinafter provided, commences on the date first above written and ends on the date that the City, at its own discretion, makes the decision to cease the use of the Pavilion.

13. Event of Default. Each and every one of the following events is an "Event of Default":

- a. the Sponsor fails to make the payment of the Gift;
- b. any of the Sponsor's representations and warranties or statements made to the City by the Sponsor are false, misleading or inaccurate; or
- c. the Sponsor engages in or permits any conduct or act which in the opinion of the City is improper or offends community standards of tolerance.
- d. the Sponsor ceases to exist.

14. Waiver. The City may, at any time, waive any Event of Default which may have occurred, provided that no such waiver will extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver will be deemed to constitute a waiver of such Event of Default unless such waiver is in writing from the City.

15. City's Remedies on Default. Where the Sponsor is in default of this Agreement, the City at its sole option, can do any of the following:

- a. take steps to disassociate itself from the Sponsor, including issuing communications to the public;
- b. terminate this Agreement;
- c. remove the Pavilion; and
- d. avail itself of any of its legal remedies it may deem appropriate.

16. Sponsor's Obligations on Default. Where the Sponsor is in default of this Agreement, the Sponsor shall immediately take steps to disassociate itself from the City and the Sponsor shall not directly or indirectly at any time or in any manner whatsoever identify or associate itself with the Gift, or the Pavilion.

17. Notice. All written notices, consents and approvals permitted or required to be given hereunder shall be deemed to be sufficiently and fully given if delivered personally to the Sponsor or if sent by ordinary mail to the Sponsor at:

Board of Management of the North Welland Improvement Area

c/o Seaway Mall Management Office
800 Niagara Street, Unit GG1
Welland, ON L3C 5Z4

if delivered personally to the City or if sent by ordinary mail to the City at:

The Corporation of the City of Welland
Attn: Tara Stephens, City Clerk
2nd Floor, 60 East Main Street
Welland, ON L3B 3X4

Any notice so given shall be deemed to have been given or made and received on the date of personal delivery or on the third business day following the date of mailing as the case may be.

18. Time of the Essence. In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

19. Successors. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and successors.

20. Survival. The terms and conditions of this Agreement that by their nature are intended to survive the expiry or termination of this Agreement for any reason will survive this Agreement's expiry or termination.

21. Severability. The validity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof and such invalid or unenforceable provisions shall be deemed to be severable.

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

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.

24. No Assignment. The Sponsor shall not assign this Agreement.

25. No Amendment. This Agreement shall not be varied, except by a document in writing, dated and signed by the City and the Sponsor.

26. City and Sponsor Independent. Nothing in this Agreement shall be deemed to constitute the Sponsor an employee, servant, agent, partner of, or in joint venture with the City for any purpose whatsoever.

27. Independent Legal Advice. The parties acknowledge receiving independent legal advice prior to the execution of this Agreement.





Proposal

D&R Landscape Group Inc.

Client Name: City of Welland

Project Name: Canal Lands Pavilion Project

Jobsite Address: Welland, Ontario L3B 3P2

Billing Address: 99 Federal Road Welland, Ontario L3B 3P2

Estimate ID: EST4092153

Drawing #: Revision 2

Date: Aug 13, 2023

D&R Landscape Group is a company that crafts and cares for beautiful outdoor spaces so they can be enjoyed for many years. Serving homeowners, contractors, and commercial clients in the Niagara region, D&R works hard, paying attention to every detail through to the end - no matter what. Precision and dedication means a landscape that endures, and a stress-free process. D&R takes care of everything, so you don't have to.

Supply and Install 1 16'x16' Coverworx Gable Pavilion

\$45,000.00

- Supply all engineering and building permit
- Excavate removing organic and topsoil to a depth of 12"
- Supply and install 8" of granular 'A' gravel compacting it to 98% SPD
- Auger 4 24" footings to a depth of 4'
- Supply and install 24" Sono tubes with rebar
- Pour 4 24" concrete footings with 32 Mpa concrete and set supplied mounting hardware in concrete
- Supply and install 16'x16' Coverworx gable roof steel pavilion with railing on one side
- Form 16'x16" concrete pad
- Form concrete walkway as required
- Supply and install rebar and mesh in concrete pad
- Pour 5" thick concrete pad / walkway and finish with brush finish
- Control cut pad and walkway once cured
- Remove formwork
- Backfill and seed around pad

Supply and Install Site Furnishings

\$9,460.00

- Supply and install 1 Maglin 500 series cluster seating table

-Supply and install 2 Maglin 300 Series park benches

Subtotal	\$54,460.00
Taxes	\$7,079.80
Estimate Total	\$61,539.80

Please see D&R Landscape Group Inc. Landscape Installation Terms and Conditions

If you have any questions or concerns regarding this estimate please feel free to contact me

Andrew Petheram,
Project Manager

Estimate authorized by: APetheram
Company Representative
Signature Date: August 13, 2023

Estimate approved by: 
Customer Representative
Signature Date: Sept 7/23

Model: Steelworx Gable Shelter, 16' x 16'
Model # GA-1616-SW-RA

Manufacturing Mission: To provide all prefabricated components and installation instructions for a 16' wide (measured from eave to eave) by 16' long free standing bolt together, tubular steel constructed shelter kit.

Design Criteria: Structure shall be designed to meet site specific snow and wind load design criteria using most current applicable building codes. All structural members are ASTM A-500 U.S. grade B steel. Welded connection plates shall be ASTM A-36 hot rolled steel. All fabrication performed to latest AISC standards by AWS Certified welders. All framing connections are done using A325 grade bolts within concealed access openings from above and will later be concealed by the roofing. All roof framing shall be flush against the roof decking to eliminate the possibility of bird nesting.

Tubular Steel Columns and Beams: Standard column dimension shall be 5" x 5" x 3/16" tubular steel welded to 5/8" base plates for surface mounting. Main support beams are 7" x 5" x 3/16" and purlins are 6" x 4" x 1/8". Steel sizes are preliminary and may change due to ongoing review and final engineering.

Roofing: 24 Ga. pre-cut steel Multi-Rib panels with Kynar 500 finish in a variety of colors with white underside. Standard roof slope is a 4/12 pitch with a eave height of 7'-6". Attached to structural frame with exposed screws painted to match roof color. Matching 24 Ga. trim included.

Frame Finish: All steel framework will receive a corrosion protective TGIC Polyester powder coat, electro-statically applied and cured at 400°F. A large selection of standard colors are available.

Foundation: All columns need to be anchored to concrete footings (footing design provided separately). Columns can be surface mounted to footings with anchor bolts at or below finish slab elevation or they can be embedded directly into the footing without base plates upon request. Anchor bolts and bracing templates are included. Optional base plate covers are available at an additional cost.

Hardware: All structural hardware and roofing fasteners shall be provided.

Warranty: 10 years against manufacturer defects.

Not Included: Concrete work of any kind, unloading of product and installation.

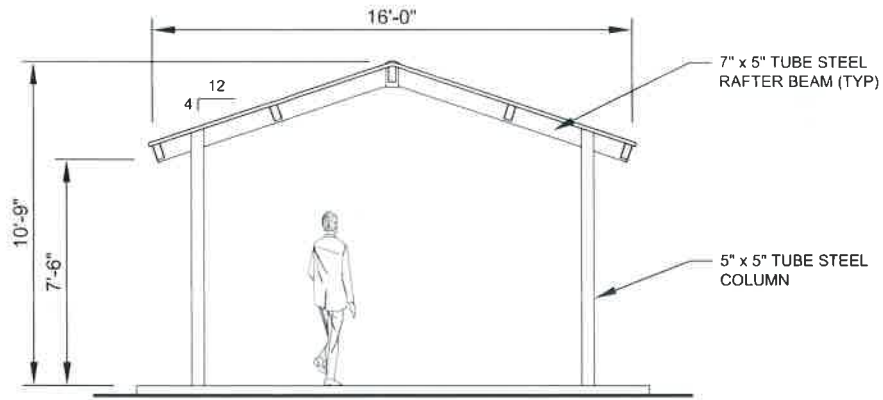


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Warren, MI 48089
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www.CoverWorx.com

Steelworx Gable Shelter - 16' x 16'

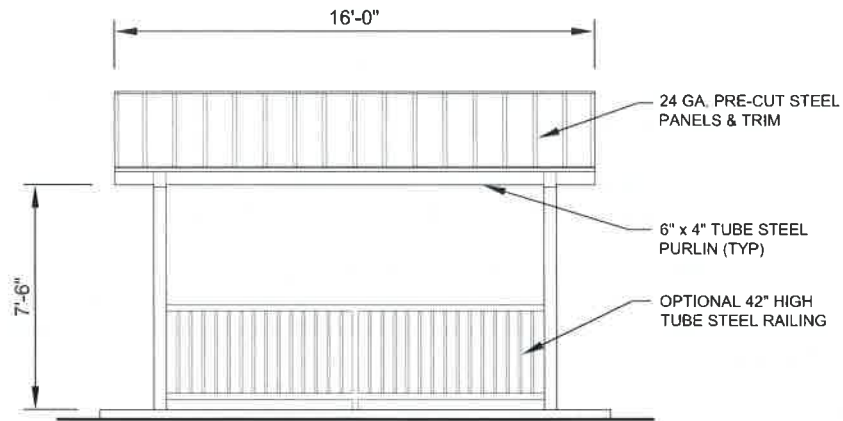
Model: GA-1616-SW-RA

DESIGN SPECIFICATIONS



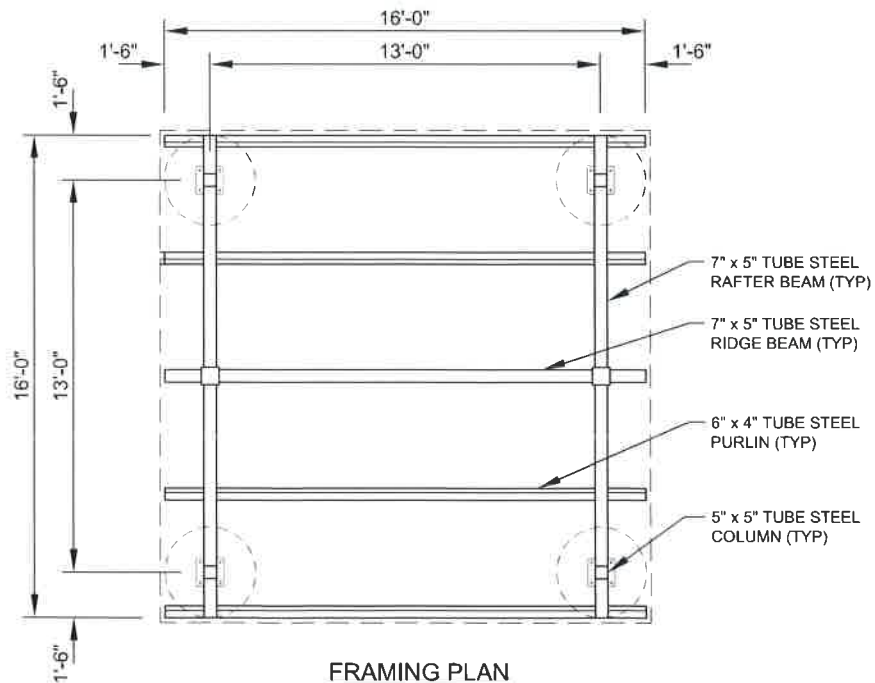
FRONT ELEVATION

SCALE: NTS



SIDE ELEVATION

SCALE: NTS



FRAMING PLAN

SCALE: NTS



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Steelworx Gable Shelter - 16' x 16'

Model: GA-1616-SW-RA

DESIGN SPECIFICATIONS

300 SERIES

MBE-0300-00014

Legacy # MLB300-M



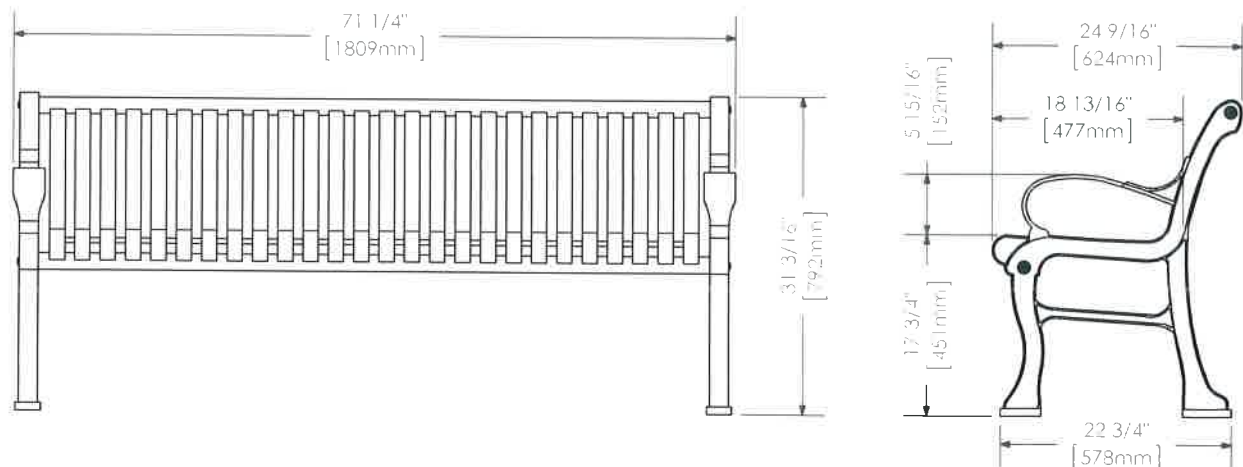
- MATERIALS:** Bench ends are made from solid cast aluminum. The seat employs flat bar straps and H.S. steel tube.
- FINISH:** All steel components are protected with E-Coat rust proofing. The Maglin Powdercoat System provides a durable finish on all metal surfaces.
- INSTALLATION:** The bench is delivered pre-assembled. Holes (0.5") are provided in each foot for securing to base.
- TO SPECIFY:** Select MBE-0300-00014
Choose:
- Powdercoat Color

HEIGHT: 31.19" (79.2cm)

LENGTH: 71.25" (180.9cm)

DEPTH: 24.56" (62.4cm)

WEIGHT: 130.3 lbs (59.1kg)



T 800 716 5506
F 877 260 9393
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sales@maglin.com

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500 SERIES

MTB-0510-00001

Legacy #MLPT510-S



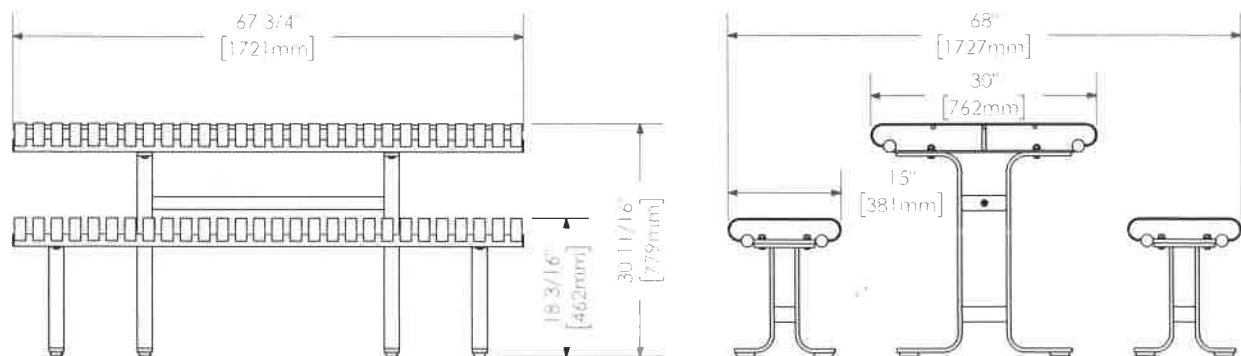
MATERIALS: Table top and seats are made from solid steel flat bar and H.S. steel tube. Table end is wheelchair accessible.

FINISH: All steel components are protected with E-Coat rust proofing. The Maglin Powdercoat System provides a durable finish on all metal surfaces.

INSTALLATION: The table is delivered pre-assembled.

TO SPECIFY: Select MTB-0510-00001
Choose:
- Powdercoat Color

TABLE HEIGHT: 30.69" (77.9cm) TABLE LENGTH: 67.75" (172.1) TOTAL WIDTH: 68" (172.7cm) WEIGHT: 372.23lbs (169kg)



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