

By-Law 2026-24 Schedule A



This Agreement made on this ____ day of _____ 2026.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WILMOT, hereinafter known as the "Township"

and

GARDEN WILMOT, hereinafter known as "GW" (legally known as the Wilmot Horticultural Society).

1) GW is an organization whose volunteers have historically provided support for beautification and horticultural maintenance on Township of Wilmot properties. The Civic Gardens Committee (The Committee) and Let's Tree Wilmot (LTW) are committees of GW. This agreement serves to formalize the relationship between the Township and GW for provision of these volunteer services.

2) Scope of Garden Bed Maintenance

- a) The Township shall be responsible for all aspects of maintenance to the garden beds and grounds of the Administration Complex, Castle Kilbride, and for the maintenance of all other garden beds on municipally owned property.
- b) The development of new garden beds to be maintained solely by the Township will not require consultation of GW.
- c) Where the Township seeks to develop one or more new garden beds to be maintained at least partly by GW, it will consult GW in advance.
- d) The following maintenance conditions apply to garden beds maintained at least partly by GW:
 - i) Maintenance of the garden beds shall include weeding, deadheading, mulching, edging, and watering of the beds;
 - ii) GW agrees to be responsible for the annual preparation and maintenance of the mutually agreed upon garden beds in spring and fall (mulching, amending, dividing perennials, etc.).
 - iii) Township staff shall be responsible for weeding and watering of the mutually agreed upon garden beds from May 1 to August 31 annually. This includes annual and newly planted perennial plants, shrubs, vines, and recently planted trees. If a volunteer of GW wishes to solely perform all duties related to the maintenance of a garden bed(s) for the entire season, they may do so provided that written notification from the Civic Gardens Committee Chairperson is given to The Township.

- iv) GW agrees to be responsible for the pruning and trimming of annual and perennial plants, shrubs, and vines, with the assistance of the Township's staff except those located at the Township Administrative Complex/Castle Kilbride and Livingston Square.
- v) GW agrees to be responsible for the design, selection and planting of perennials and annuals in the mutually agreed upon municipal garden beds. When required, GW agrees to work with Township staff to coordinate colour selections for special themes or activities.
- vi) GW agrees to provide a list of soil amendments (mulch, topsoil, triple mix, compost etc.) required annually to the Community Services Department by May 1 of each year.
- vii) The Township agrees to provide soil amendments, in an amount mutually agreed upon, to ensure the proper care and maintenance of garden beds on municipally owned property. The soil amendments shall be delivered to a central location in each of the settlement areas by June 1st or a mutually agreed upon time each year.
- viii) The Township agrees to replace dead or dying trees and shrubs as required. Requests to replace dead or dying trees or shrubs must be made by the Chairperson of The Committee.
- ix) The Township agrees to discuss the closure of existing garden beds that have been mutually maintained under the agreement with GW.

3) Tree Planting and Maintenance

- a) LTW and the Manager of Parks and Facilities shall agree upon planting location and species planting plan prior to planting.
- b) The Township shall be responsible for any relevant community consultation regarding tree planting locations prior to planting when necessary.
- c) The purchase of trees and supplies by the Township or LTW will be determined prior to planting projects, and as funding is available.
- d) LTW shall recruit and train volunteers to plant trees. The Township shall assist in promoting public planting events.
- e) The Township shall provide logistical support, such as preparing planting sites and transporting trees to location.
- f) LTW shall monitor plantings, watering, and caring for tree plantings for the first three years. Subsequently, the Township shall be responsible for tree monitoring and care thereafter.

4) Staffing and Volunteers

- a) The Township of Wilmot shall be responsible for the direct supervision of their staff. The Civic Gardens Chairman shall work with the Supervisor of Parks and Facilities to identify tasks for completion.
- b) In a situation where the Township is unable to fulfill the required staffing support outlined in this Agreement due to unforeseen causes, The Township and GW shall work together to determine an appropriate level of service for the upcoming season.
- c) GW agrees to provide a work list of duties requested of Township staff by March 1st annually.

- d) GW agrees to provide an updated list of the names and addresses of its member volunteers who provide service on municipally owned property to The Township annually at the beginning of the planting season

5) Indemnification

- a) GW shall indemnify and save harmless the Township, its elected officials, officers, employees, agents, and contractors from and against all claims, demands, losses, damages, costs, actions, or causes of action arising out of the acts or omissions of GW, its members, volunteers, officers, agents, contractors, invitees, or licensees, while carrying out activities on Township-owned lands, including municipally owned rights-of-way and road allowances.

Such indemnity shall include, without limitation, damage to property (including loss of use), injury to or death of any person, and all associated costs other than solicitor-and-client legal fees, to the extent caused by the acts or omissions described above.

- b) The Township shall indemnify and save harmless GW, its members, volunteers, officers, and agents, from and against all claims, demands, losses, damages, costs, actions, or causes of action but only to the extent arising from the negligent acts or omissions of the Township, its officers, employees, or agents in connection with this Agreement.

Such indemnity shall include damages to property (including loss of use), personal injury, or death, and all associated costs other than solicitor-and-client legal fees, but shall not extend to risks inherent to municipal property generally, conditions or hazards in road allowances or public rights-of-way not caused by Township negligence, or any loss arising from the acts or omissions of GW or its volunteers.

6) Insurance

- a) GW agrees to obtain and provide a copy of general liability insurance policy in the minimum amount of \$2,000,000 annually for the complete operations of GW. The said insurance policy must contain a clause naming the Township of Wilmot as additional insured but only with respect to GW's operations on municipally owned property.
- b) For the purposes of insurance, volunteers and activities undertaken on Township property, GW shall include the LTW program and its volunteers and activities until such time as LTW becomes an independent organization and a separate Agreement is finalized with the Township.
- c) The Township of Wilmot agrees to include GW, its members and agents, as additional insured under its insurance coverage but only with respect to GW's operations on behalf of the Township and only when on municipally owned property.
- d) GW agrees to provide notice to the Director of Community Services in the event a claim is presented in relation to work performed by GW or its members within 10 days of becoming aware of the incident.

7) Term and Termination

- a) This Agreement shall be in effect for five (5) years (2031) unless at any time either party gives Ninety (90) days' notice in writing to the other party of its intention to terminate or renegotiate this Agreement. An annual meeting will be held with The Township and GW to plan the coming season, review any issues, and renew the working relationship.
- b) This Agreement shall be binding upon both parties and their respective successors and assigns.

IN WITNESS WHEREOF the said Board has hereunder set his hand and seal and the Township has hereunto affixed its corporate seal under the hands of its Mayor and Clerk.

GARDEN WILMOT (WILMOT HORTICULATURAL SOCIETY)

PER: _____

NAME: _____

TITLE: _____

PER: _____

NAME: _____

TITLE: _____

WE HAVE THE AUTHORITY TO BIND GW.

THE CORPORATION OF THE TOWNSHIP OF WILMOT

PER: _____

NAME: NATASHA SALONEN

TITLE: MAYOR

PER: _____

NAME: AMELIA JAGGARD

TITLE: CLERK

WE HAVE THE AUTHORITY TO BIND THE TOWNSHIP