

## Informal Request For Quotation

**Request for Quotations for:**

**RFQ #Q01-15 Peterborough Agricultural Society Strategic Plan**

### **Closing Date and Time**

Thursday, October 22, 2015 before 3:00:00 p.m. local time

### **The Accessibility for Ontarians with Disabilities Act, as amended, or “AODA”**

AODA is meant to create accessibility for all Ontarians with disabilities by January 1, 2025. The Integrated Accessibility Standards, or “IAS”, were made law as Ontario Regulation 191/11. This bid solicitation document aims to communicate in a manner that is accessible to everyone by incorporating the following standards:

- a. Use minimum font size and appropriate font family: Arial 12;
- b. Use bold for emphasis, not italics and underlining;
- c. Use sentences written in a combination of upper and lower case letters;
- d. Align text to the left margin;
- e. Use standard date format, e.g. yyyy-mm-dd;
- f. Use page numbering - see header.

## Strategic Plan for Peterborough Agricultural Society

**Submit To:**

Peterborough Agricultural Society  
c/o Community Services Department  
500 George Street North  
Peterborough ON  
K9H 3R9

**Attention:**

**Name:** Jennifer Guerin

**Title:** Administrative Assistant (Project Secretary)

**Email:** [jguerin@Peterborough.ca](mailto:jguerin@Peterborough.ca)

**Telephone:** 705-742-7777 ext. 1822

**Fax:** 705-748-8824

**Submitted By:**

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**Company Name**

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**Address**

### Quotation Document Q01-15- Pricing Summary

Item	Description	Amount
1	Strategic Plan	\$
2	Disbursements	\$
3	HST	\$
4	<b>TOTAL</b>	\$

I/We Acknowledge that, having read **RFQ # Q-01-15 – Strategic Plan for Peterborough Agricultural Society**. I/We have satisfied ourselves as to the Terms, Conditions and Specifications and do hereby submit a Quotation.

**I/We Acknowledge** that \_\_\_\_\_ addenda have been issued for this RFQ and that I/We understand it is the Proponent's ultimate responsibility to ensure all addenda issued have been received. **NOTE:** failure to include the correct number of addenda in this Appendix may, at the discretion of the Society, result in disqualification of the Proposal submission.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Firm or Organization Name

\_\_\_\_\_  
Signing Authority

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Telephone and Fax Number

\_\_\_\_\_  
Email

## **Quotation Requirements**

### **1.1 Closing Time and Date**

Quotations will be received by the Peterborough Agricultural Society (“the Society”) c/o Jennifer Guerin, Administrative Assistant, Community Services Department, 500 George Street North, Peterborough ON K9H 3R9, not later than **3:00 p.m. on Thursday, October 22, 2015.**

### **1.2 Contact Person**

Questions related to the proposed work should only be directed to Jennifer Guerin, Administrative Assistant, Community Services Department, City of Peterborough (“the City”); at [jguerin@peterborough.ca](mailto:jguerin@peterborough.ca) Telephone: 705-742-7777 ext. 1822; or FAX 705-748-8824. Last date for questions is Wednesday, October 21, 2015.

### **1.3 Background**

The Society and the City have agreed to work together to develop a Strategic Plan and a special grant has been provided by the City to the Society to secure professional consulting services.

The intent of the parties is to develop a Strategic Plan for the advancement of the Society in Peterborough, Ontario, including but not limited to its future operation of the annual Peterborough Exhibition. It is intended that the Strategic Plan will shape the parties working relationship for the future.

### **1.4 Requirements of Project**

The Society is undertaking a Strategic Plan with the City of Peterborough as a result of Report CAO15-013, dated April 27th, 2015 (Appendix A). The intent of the plan is to accomplish the following:

- a) Development of a strategic plan for the advancement of the Society, its future role in Peterborough, its relationship with the City, and its future operations including but not limited to its future operation of the annual Peterborough Exhibition.
- b) Development of a Strategic Plan that is economically viable and that acknowledges that there will be no motorized events at the Peterborough Exhibition after the 2016 Exhibition.
- c) Undertaking a strategic planning process that is inclusive and includes consultations with the City, community members, and other stakeholders, with at least two public meetings held in the City of Peterborough.

- d) Assessment of current strengths, weakness, opportunities and constraints (threats) of the Society and its annual exhibition;
- e) Development of a shared vision, long term goals and objectives, and short-term action items required to realize and implement selected goals and objectives, including an assessment of economic viability.

It is intended that the Strategic Plan serve as the foundation for negotiation of a new agreement between the Society and the City to replace the existing Morrow Park Transfer Agreement. (Appendix B).

In this RFQ, the successful Proponent shall be referred to as the "Consultant".

### 1.5 Project Scope

The specific requirements of the project and Services provided by the Consultant will include:

- a) An environmental scan on the current state of Agricultural Societies and Agricultural Fairs/ Exhibitions, across Ontario, with specific attention to those offered in Lindsay, Norwood, Millbrook, Campbellford, Roseneath, Fenelon Falls and Orono;
- b) Community and Stakeholder Consultation, which may include: the City and the Society; users of Morrow Park including: Peterborough Petes, Senior Lakers Lacrosse, Peterborough Farmers' Market, and Kawartha Gymnastics Club; 3 ball leagues including Peterborough Slowpitch Association, Peterborough Baseball Association, and the G.E. League; rural and agricultural organizations such as: Cattlemen's Association; Peterborough County Holstein Club, 4H, Junior Farmers, Peterborough Soil Crops, and Lang Pioneer Village; neighbouring residents and business owners; and others as may be identified.
- c) Key informant interviews, which may include: Ryan Moore, President of the Society; two members of Society Board to be identified; local OMAFRA rep; Mayor Daryl Bennett; Warden J. Murray Jones; M.P.P./ Minister of Agriculture Jeff Leal; federal M.P. (as elected); Jim Glen; John Stewart; Darryl Drain; Jamey Coughlin, Peterborough Economic Development; and City staff rep to be identified.
- d) A broad range of consultation tools should be included such as but not limited to: key informant interviews, focus groups, public information sessions, and surveys.
- e) An assessment of the current strengths, weakness, opportunities and

- constraints (or threats) facing the Society and the Exhibition;
- f) Development of a shared vision, goals and objectives for a desired future and short term action items to realize those goals and objectives for both the long term (up to 10 years) and the short term (2016-2018), including an assessment of their economic viability;
- g) Seeking input, feedback and/or direction from the Project Steering Committee at key milestones; and each of the following during the process: the Society's Board of Directors (direction and approval); the City's Arenas Parks and Recreation Advisory Committee (input/ feedback, and endorsement); and City Council (input/ feedback, and receipt of final document).

## **1.6 Project Support**

### **a) Project Steering Committee**

The successful Proponent will work with a Steering Committee. The Steering Committee will oversee the Project to ensure key objectives are met, review outcomes and provide guidance to the successful Proponent. The Steering Committee includes representatives from the Society's Board (Board Chair and two members) and the City (Arena Division Manager, Director of Community Services, and Administrative support).

### **b) Project Lead**

The Steering Committee is led by Ken Doherty, Director of Community Services. All communications, draft reports and consultation will be directed and/or reviewed through the Project Lead.

### **c) Steering Committee Support**

The Steering Committee will provide support to the successful Proponent by identifying key stakeholders, undertaking mailings, and arranging facilities and presentation equipment for community meetings.

While Society representatives and City Staff participate, the successful Proponent will be responsible for undertaking all research and analysis, paying for advertisements announcing public meetings, arranging suitable human resources for recording, interpreting, and synthesizing all community and stakeholder input.

## **1.7 Timeline to Complete the Scope of Work**

The successful Proponent will be required to complete the Scope of Work within 16 weeks of executing the Contract referenced in **Item 1.8**.

## 1.8 Timetable

The following chart shows the timetable for the RFQ:

<b>Event or Action</b>	<b>Date/Time</b>
RFQ Approved for release	September 30, 2015
RFQ Released	October 1, 2015
Closing Date	Thurs (3:00 pm) – October 22, 2015 (3 weeks after release)
Evaluation	2 weeks following close of RFP
Award of Contract	November 13, 2015
Contract Finalized and Signed	Within 2 weeks of award
Successful Proponent Begins Delivering Service	Upon contract execution
Completion Deadline	March 31, 2016

## 1.9 Background Information

A copy of Report CAO15-013, dated April 27, 2015 can be found in Appendix A.

A copy of the Morrow Park Transfer Agreement can be found in Appendix B.

Background information on the Morrow Park Master Plan can be found at [http://www.peterborough.ca/Business/Studies/Morrow\\_Park\\_Master\\_Plan.htm](http://www.peterborough.ca/Business/Studies/Morrow_Park_Master_Plan.htm)

Background information on the Society and its annual exhibition can be found at <http://www.peterboroughex.ca/index.html>

### 1.10 Deliverables

The Consultant shall provide one draft electronic copy of the Strategic Plan to the Society and to the City for review prior to finalization of the Strategic Plan. Upon satisfactory review by the Society and the City, the Consultant shall provide both parties with three (3) hard copies of the Strategic Plan and one PDF file.

The deadline for completion is March 31st, 2016.

### 1.11 Project Upset Limit

The Society has an upset budget of \$25,000 (including HST) which includes all fees, disbursements and deliverables. Submissions should be at or below this amount.

## 1.12 Relationship of the Parties

The Consultant expressly acknowledges that they are an independent Consultant and no agency, partnership nor employer-employee relationship with the Society or the City is intended or created by the resulting Contract.

The Consultant shall be solely responsible for all matters, if applicable, relating to statutory deduction of all taxes, employment insurance and Canada Pension and all licences and permits which may be or become required to perform all Services.

The Consultant shall be solely responsible for all their personnel matters, if applicable, relating to hiring, firing, discipline, leave, remuneration, WSIB and insurance premiums.

The Consultant fully acknowledges and accepts their responsibility as Consultant as defined under the **Occupational Health and Safety Act**.

## 1.13 Confidentiality

The Consultant recognizes that they may, by the nature of the goods or services being provided for the Society and the City, have access to confidential information. It is understood and agreed that the Consultant, their employees, sub-consultants, agents, representatives and officers, (the "Consultant ") shall hold all information, whether confidential or not, in the strictest confidence. The Consultant shall not disclose, nor permit by any act or failure to act, the disclosure of any information to any third party at any time during or after the term of their Contract with the Society or the City. Nor will the Consultant use any information however obtained as a result of performing duties for the Society or the City for their own commercial, financial or personal advantage. The Consultant also acknowledges that they may be held both criminally and civilly responsible for any breach of confidentiality.

It is hereby agreed that the following information is not considered to be confidential under the Contract entered into between the Society and Consultant:

- a. Information already in the public domain;
- b. Information disclosed to the Consultant by a third party who is not under a confidentiality obligation;
- c. Information developed by or in the custody of the Consultant before entering into this Contract;
- d. Information developed by the Consultant through their work with other clients; and
- e. Information required to be disclosed by law or regulation, including, but

not limited to, subpoena, court order or administrative order.

#### **1.14 Conflict of Interest**

The Consultant covenants that the Services will be undertaken without a conflict of interest and that during the course of the Services, the Consultant shall not undertake any work for any other client, which would result in a conflict of interest, without the prior written consent of the Society.

The Consultant shall disclose to the Society prior to accepting an assignment, any potential conflict of interest. If such a conflict of interest does exist, the Society may, at its discretion, withhold the assignment from the Consultant until the matter is suitably resolved, and further, that if during the conduct of the Contract the Consultant is retained by another client giving rise to a potential conflict of interest, the Consultant shall so inform the Society. If a conflict of interest is deemed to exist, then the Consultant shall refuse the new assignment or shall take such steps as are necessary to remove the conflict of interest to the satisfaction of the Society.

Subsequent to the award of the Contract, should the Consultant fail to disclose any conflict of interest that arise thereafter, fail to cure any conflict, or otherwise fail to comply with the conflict of provisions as set out by the Society, the Society shall be entitled to terminate the Contract immediately and any monies due and payable may be withheld by the Society as liquidated damages.

The Society shall have the right to judge, at its sole discretion, whether or not the declared situations do constitute an actual or potential conflict of interest.

In the event the Society informs the Consultant that it is satisfied that a conflict of interest exists, the Consultant shall expeditiously take reasonable steps to resolve such conflict of interest, in the event the Society, acting reasonably, is not satisfied that the conflict has been resolved it may thereafter suspend or terminate this Contract in accordance with the terms of the Contract.

#### **1.15 Ownership**

All information, data, policies, plans, and documents collected and/or prepared by the Consultant shall be deemed to be the property of the Society and the City. The Consultant shall deliver all information, data, policies, plans, and documents to the Society and the City immediately upon completion or abandonment of the Work. Any re-use of documents by the Society and the City for other work/projects beyond the scope of this Project shall be at the Society and City's sole risk, save and except Clause 1.19.

#### **1.16 Costs Incurred**

The Society and the City shall not, under any circumstances, be responsible for

any costs incurred by the Proponent in the preparation of the submission, including costs to attend meetings or provide any interview.

### **1.17 Sub-Consultants**

No sub-consulting of any part of the Contract shall be permitted without the written authorization of the Society. Where the Society approves sub-consulting, the Consultant shall be held fully responsible to the Society for the acts and omissions of their sub-consultants and of persons directly or indirectly employed by them.

In view of this responsibility for the acts and omissions of their sub-consultants, the Consultant shall not be obliged to employ, as a sub-consultant, any person or firm to whom they object. The Consultant agrees to bind every sub-consultant by all the terms of the Contract as far as is applicable to the Work.

The Consultant shall include all provisions of this Contract in any contract with sub-consultant(s) and shall hold all sub-consultants equally responsible for safe work performance.

### **1.18 Publication**

The Consultant shall obtain the consent in writing of the Society and the City before publishing or issuing any information regarding this Project.

### **1.19 Pricing and Taxes**

The Submission amount shall be quoted in Canadian dollars and include all applicable excise taxes, customs, freight, exchange and all other charges, FOB site. HST shall be extra.

The Society requires a lump sum fee from the Proponents responding to this RFQ for all fees, services and disbursements in accordance with the requirements of the RFQ.

Disbursements shall include, but not be limited to, accommodation, travel, photocopying, printing, courier and mail cost, long distance charges, as an example. The Society will not reimburse Consultant disbursements for alcohol or entertaining expenses. Copies of all claimed disbursements must be included in the progress invoices.

The Proponent must complete **Page 3 “Pricing Summary”**.

Pricing shall be firm for a period of ninety (60) sixty days from the RFQ Closing.

## 2.0 Submission Requirements and Evaluation

### 2.1 Quotation Submission Requirements

- a) Pages 2 & 3 of the Quotation form must be submitted.
- b) Sample of a Strategic Plan created for another client on a similar project.
- c) Team Members – brief resumes that include experience and credentials of staff who will be completing and reviewing the work.
- d) Proposed Work Plan Outline, i.e., How the Proponent will approach this work? What steps will they undertake? Who will they consult? Who from their team will undertake these tasks?
- e) Schedule, leading up to the expected date of final report.
- f) Past Project/Client References (minimum 3). The references shall be for similar work completed in the past five years. (Appendix C)

All Quotation documents must be typed or written in ink and must be legible. An electronic submission sent in PDF format is acceptable. No other forms, terms or conditions will be acceptable. Quotations which are incomplete, unbalanced, conditional or obscure, or which contain erasures or alterations not properly initialled, or irregularities of any kind, may be rejected as informal or void.

### 2.2 Evaluation Criteria

This is a Request for Quotation, which shall be awarded based on evaluation of the following criteria:

<b>Component</b>	<b>Score</b>
1. Completeness of Quotation	5
2. Proposed Schedule	5
3. Work Plan Outline	30
3. Experience of Firm (references may help to determine the scoring in this section): a. Staff assigned to this project b. Previous past experience with similar work	40
4. Fee Quotation (Page 3 of this document) Proponent with lowest cost will be given full percentage rating for these criteria. Next lowest and all others submitted will be given rating based on percentage difference to lowest cost	20
<b>TOTAL SCORE</b>	<b>100</b>

**NOTE:** The complete Quotation will be rejected should the reference(s) check result in an inference of poor past performance.

As part of the evaluation process, the Steering Committee may undertake an interview process with a short-list of Proponent(s). Should this be required, a date will be determined following the Closing of the RFQ. Proponent(s) selected for an interview will be required to make a presentation on one past project that is relevant to this current Work and answer questions on their submission and presentation. The identified Project Lead shall lead the presentation and interview. After the presentation, the Steering Committee may amend their initial ratings, based on the results of the presentation.

### **2.3 Clarification and References**

The Society reserves the right to contact any Proponent to seek clarification of the contents of their Proposal.

Some scores assigned to the various categories may be determined through reference checks.

The reference checks will be completed for the highest scoring Proponent. The purpose of reference checks is to confirm the elements contained in the RFP submission and to verify the success of the Proponent with past projects. Should the highest scoring candidate receive one or more negative reference(s), the Society, at its discretion, may remove the Proponent and proceed to the next highest candidate.

The Society may investigate as it deems necessary to determine the ability of the Proponent to provide the Services, and the Proponent shall furnish the Society all such information and data for this purpose as the Society may request.

The Society reserves the right to contact any or all of the supplied references and may disqualify Proponents who have been given negative performance/service and/or quality ratings by supplied references or other references contacted.

Reference checks initiated by the Society may not be limited to contacting those references provided by the Proponent. The Society may consider all available information, including prior performance on other City projects, information concerning other projects, and information provided by other clients contacted by the City as a reference. The Society will limit its investigations to the same five year time period stated in **section 2.1 f)**, which provides requirements for references for completion of **Appendix C**.

The Society reserves the right to reject any Proposal if the information submitted by the Proponent or investigation carried out by the Society fails to satisfy the Society that the Proponent is qualified to fulfill the obligations of the Agreement.

## **2.4 Notification of Award**

Proponents will be notified by November 13, 2015 of the award of this RFQ.

Recommendation for award of this Proposal will be based on the Proponent's overall total score. By responding to this RFQ, the Proponent agrees to accept the recommendation of the Steering Committee as final and binding. The decision of the Society will be final.

The Consultant shall not make any claims for additional costs, or expenses, due to the delay in, or cancellation of, the award of this RFQ due to the approval process.

## **2.5 Requirements on Acceptance of Award**

The Consultant will be required to submit, within 10 business days of notification of award of the RFQ, with the required copies of the signed Contract, as identified in **Item 1.7** and prior to start of Work, the following:

- a) Certificate of Insurance -
- b) Proof of a valid and current Clearance Certificate or proof of exemption from the WSIB

## **Appendices:**

**Appendix A** Report CAO15-013, dated April 27th, 2015

**Appendix B** Morrow Park Transfer Agreement.

**Appendix C** Reference Form



City of  
**Peterborough**

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**To: Members of the Committee of the Whole**

**From: Brian W. Horton, Chief Administrative**

**Officer Meeting Date: April 27, 2015**

**Subject: Report CAO15-013  
Agricultural Society / City Interim Agreement re the Morrow  
Park Transfer Agreement**

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## **Purpose**

A report to recommend approval of an Interim Agreement between the City and the Peterborough Agricultural Society regarding the Morrow Park Transfer Agreement.

## **Recommendations**

That Council approve the recommendations outlined in Report CAO15-013 dated April 27, 2015 of the Chief Administrative Officer, as follows:

- a) That the Interim Agreement between the City of Peterborough and the Peterborough Agricultural Society, appended to report CAO15-013 as Appendix A, re the Morrow Park Transfer Agreement be approved and that the Mayor and Clerk be authorized to execute the Interim Agreement.
- b) That the total \$105,000 grant payable to the Agricultural Society in 2015, as set out in the Interim Agreement, be charged to the 2015 General Contingency.

## **Budget and Financial Implications**

The 2015 General Contingency provision will have a \$491,147 uncommitted balance after the \$105,000 transfer. If certain conditions, as set out in the Interim Agreement, are met by the Agricultural Society, the City will provide \$50,000 to the Agricultural Society to support the 2016 Exhibition.

## **Background**

### **Arbitration process initiated during 2014 re Morrow Park Transfer Agreement**

The City is the owner of Morrow Park (“the Property”) under the terms of an agreement dated August 15, 1983 (“the Transfer Agreement”).

Under that Transfer Agreement, the Agricultural Society (“the Society”) and the City have various rights and obligations with respect to the Property.

The City and the Society have for many years disagreed on the interpretation or application of certain parts of the Transfer Agreement. During 2014, an arbitration proceeding was initiated to finally resolve their differences.

### **Society requested a meeting to discuss how to avoid arbitration**

In late November of 2014, some Society members requested a meeting with the Mayor and Chief Administrative Officer to discuss the issues and how arbitration could be avoided.

The meeting was held December 9, 2014. At that meeting, it was decided that the City and the Society should endeavor to put the past behind and hold the arbitration process in abeyance, to allow the Society to undertake a strategic planning process to determine how best to advance the Society’s objectives under its statutory mandate, and to work towards developing a New Agreement to replace the Transfer Agreement.

The CAO agreed to develop a document that captured the intent of the December 9, 2014 discussions.

### **Interim Agreement Reached**

Since the December 9, 2014 meeting, ongoing written and verbal communications have occurred between the parties. It was determined early in the discussions that for the sake of expediency, it would be best to develop an Interim Agreement whereby the City commits to providing transitional funding to the Society to support its 2015 and 2016 Exhibitions, clear up

the Society's payables and to allow the Society to undertake a strategic planning process during 2015. In exchange, the Society commits to work toward developing a new, final agreement by May 31, 2016 to replace the existing Transfer Agreement (failing which the parties will proceed with the arbitration process) and the Society provides further commitments that will be binding on the parties whether or not a New Agreement is ultimately signed by them and whether or not the arbitration proceeds.

The resulting recommended Interim Agreement is attached to this report as Appendix A.

The Society provided written confirmation on April 20, 2015 that it will sign the Interim Agreement.

Under the Interim Agreement, the City will provide the Society with \$21,666 upon signing to clear up the Society's payables outstanding from 2014, and \$58,334 (payable in two instalments) to support the 2015 Exhibition. In addition, the Agreement stipulates the City will provide a special \$25,000 grant to the Society to assist it in developing a Strategic Plan with the assistance of City staff. That Plan must be completed no later than February 28, 2016. If a number of further conditions are met, the City will provide a further \$50,000 grant to the Society to support the 2016 Exhibition.

In exchange for the monetary contributions, the Interim Agreement includes the following provisions that are binding on the parties, regardless of whether a New Agreement is negotiated and signed by the parties:

- There will be no motorized events at the Property starting in 2017.
- Part II of the Transfer Agreement and Schedule "C" to the Transfer Agreement (the Site Plan) and all references to Schedule "C" in the Transfer Agreement will have no further force and effect.
- The City will be free to use and develop 60% of that portion of the Property located west of Roger Neilson Way for parks and recreation purposes for the benefit of the general community. (The City has committed to keep the remaining 40% of that portion of the Property as open space, subject to what might be negotiated and included in the New Agreement.)

### **Committee Recommendations to be approved at April 27, 2015 Council meeting**

Given the Society's need to clear up its 2014 payables and to finalize the 2015 Exhibition plans, the Committee of the Whole Recommendations stemming from this report will be placed on the April 27, 2015 Council agenda for final approval.

Society representatives will be attending the Committee of the Whole and Council meetings.

Submitted by,

Brian W. Horton  
Chief Administrative Officer

Contact:  
Brian W. Horton  
Chief Administrative Officer  
Phone – 705-742-7777 ext.  
1810  
Fax – 705-749-6687  
Email – [cao@peterborough.ca](mailto:cao@peterborough.ca)

Appendix A – Interim Agreement

INTERIM AGREEMENT

Between:

The Corporation of the City of Peterborough (“the City”)

and

The Peterborough Agricultural Society (“the Society”)

## Background

1. The City is the owner of certain lands and buildings known as Morrow Park (“the Property”), in the City of Peterborough, Ontario.
2. Under the terms of an agreement dated August 15, 1983 (“the Transfer Agreement”), the Society and the City have various rights and obligations with respect to the Property.
3. A disagreement has arisen between the City and the Society with respect to the interpretation or application of the Transfer Agreement and their respective rights and obligations under the Agreement.
4. In accordance with the terms of the Transfer Agreement, the City and the Society have initiated an arbitration proceeding to resolve their differences and Stephen Morrison has been appointed as the arbitrator.
5. The City and the Society have also undertaken direct discussions in an effort to resolve their differences without the cost to both parties of proceeding with the arbitration.
6. The City and the Society have now agreed in principle to enter into a new agreement to replace the Transfer Agreement that will govern their respective rights and obligations with respect to the Property in the future (“the New Agreement”) and have agreed upon a process to negotiate the specific terms of that New Agreement.
7. As part of that process the City and the Society have agreed upon certain items as a sign of good faith, which items are intended to be and will be binding upon both the City and the Society, whether or not a New Agreement is ultimately signed by them and whether or not the arbitration proceeds.
8. For certainty, the City and the Society have reduced to writing in this Interim Agreement the terms that will be binding upon them both and the process that they will follow for negotiation of the New Agreement.

## Non-Financial Support for 2015 Peterborough Exhibition

9. In 2015, the City will provide to the Society the same level of non-financial support for the Peterborough Exhibition as the City provided in 2014.

Financial Support in 2015

10. In 2015, the City will provide financial support to the Society by way of one-time conditional grant(s), to a maximum of \$80,000. When this Interim Agreement has been duly signed by authorized representatives of the City and the Society, the grant(s) will be paid in installments and applied in accordance with the specified conditions, as set out below:
  - (a) A grant of \$17,260.32 will be paid by the City to the Society, on condition that the funds must be used to pay the outstanding balance owing for prize money from the 2014 Exhibition, as set out in a Statement of Outstanding Prize Monies provided by the Society. The Society will provide the City with proof that the payments have been made.
  - (b) A grant of \$4,405.52 will be paid by the City to the Society, on condition that the funds must be used to pay the Society's outstanding liabilities relating to the 2014 Peterborough Exhibition listed in a Statement of Accounts Payable provided by the Society. The Society will provide the City with proof that the payments have been made.
  - (c) A grant of \$29,167.08 will be paid by the City to the Society in two equal installments of \$14,583.54 each, as follows:
    - i) The first installment will be paid on or before May 1, 2015, on condition that the Society has delivered to the Director of Community Services a list of all activities planned for the 2015 Peterborough Exhibition, including a breakdown showing which activities will be operated by the Society and which will be operated by third parties, along with the names and contact information for all third party operators; and
    - ii) The second installment will be paid on or before June 15, 2015, on condition that the Society has delivered to the Director of Community Services copies of certificates of insurance confirming that insurance coverage satisfactory to the City is in place for the 2015 Peterborough Exhibition and copies of the policy or policies of insurance.
  - (d) A grant of \$29,167.08 will be paid by the City to the Society when the Society has delivered to the Director of Community Services a copy of the Society's Financial Statements for their fiscal year ending October 31, 2015.

## Special Grant for 2015 to Develop Strategic Plan

11. In addition to the grants identified in paragraph 10 above, in 2015 the City will provide to the Society a special grant to a maximum amount of \$25,000.00 (the "Special Grant"), on condition that:
  - (a) The Special Grant will be used by the Society for the sole purpose of retaining a consultant or consultants to assist the Society in developing a strategic plan for advancement of its objects, including but not limited to its future operation of the annual Peterborough Exhibition ("the Strategic Plan"). The City will assist the Society in developing a Request for Proposal ("RFP") and related documents to secure a consultant or consultants;
  - (b) A Steering Committee for the strategic planning project of not less than four and not more than six individuals, comprised of members of the Society's Board of Directors and at least two City staff appointed by the City, is authorized and charged with the responsibility to:
    - i) oversee development of the RFP,
    - ii) evaluate submissions received as part of the strategic planning process, and
    - iii) provide direction to the consultant(s) as the Strategic Plan is developed;
    - iv) recommend the completed Strategic Plan to the Society's Board of Directors and to City Council for final approval;
  - (c) The RFP must stipulate that the objective of the planning process is to develop a Strategic Plan that is economically viable and that acknowledges that there will be no motorized events at the Peterborough Exhibition after the 2016 Exhibition;
  - (d) The strategic planning process must include consultations with the City, community members and other stakeholders, with at least two public meetings held in the City of Peterborough. The City will provide facilities for the community and stakeholder meetings required for the development of the Strategic Plan;
  - (e) The Strategic Plan must include an assessment by the Society and the consultant or consultants of the strengths, weaknesses, opportunities and constraints of the various long term goals or objectives of the plans identified and considered in the planning process and the short-term action items required to realize and implement selected goals and objectives; and
  - (f) The strategic planning process must be completed and the Strategic Plan

must be delivered to the City's Director of Community Services on or before February 28, 2016.

Financial Support for 2016 Exhibition

12. The City will provide financial support to the Society by way of one-time conditional grant(s) to a maximum of \$50,000 to be used for the sole purpose of paying the Society's expenses incurred in relation to its operation of the 2016 Peterborough Exhibition, on condition that:
  - (a) The Society has delivered to the Director of Community Services a copy of the Society's Financial Statements for their fiscal year ending October 31, 2015;
  - (b) The Society has delivered to the Director of Community Services a copy of the Society's budget for the 2016 Peterborough Exhibition;
  - (c) The Strategic Plan has been completed and delivered to the City's Director of Community Services on or before February 28, 2016;  
and
  - (d) A New Agreement has been signed by the City and the Society on or before May 31, 2016.

Other Binding Commitments

13. For certainty, in addition to the foregoing terms, the City and the Society agree and acknowledge that the following provisions are binding on them, whether or not a New Agreement is ultimately signed by them and whether or not the arbitration proceeds:
  - (a) Commencing in 2017, there will be no motorized events at the Property by the Society or in conjunction with the Society's use of the Property;
  - (b) Part II of the Transfer Agreement and Schedule "C" to the Transfer Agreement (the Site Plan) and all references to Schedule "C" in the Transfer Agreement will have no further force and effect. Subject to clause 13(c) below, the City is entitled to implement a program of rehabilitation and improvement to develop

the Property as the City sees fit, in its sole discretion, for parks and recreation purposes for the benefit of the general community. All future use by the Society of the Property will be on an “as is” basis as the Property exists from time to time, subject to the condition that the Society’s use will not cause damage to the Property, including improvements to the Property;

- (c) The City will keep as open space an area of its choosing comprising not less than 40% percent of the area of that portion of the Property located west of Roger Neilson Way.
- (d) Notwithstanding the foregoing, the City will not demolish any buildings that currently exist on the property prior to May 31, 2016 except the Day Car Centre, located at the north-west corner of the property.

Deadline for Negotiation of New Agreement

- 14. If a New Agreement has not been signed by the City and the Society on or before May 31, 2016, they will resume the arbitration process, but subject to the binding provisions of this Interim Agreement.

To evidence their agreement, the parties have signed this Interim Agreement on the date set out below:

Date:

The Corporation of the City of Peterborough

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Agricultural Society

\_\_\_\_\_  
\_\_\_\_\_

## Appendix B Morrow Park Transfer Agreement

### PART I

#### CONVEYANCE AND VESTING OF THE PROPERTY

2. The parties hereby agree that the property shall be conveyed to, and vested in, the City in accordance with the terms and conditions expressed herein. The property shall be under the exclusive control of the City subsequent to the conveyance of the property, subject to the continuing rights of the Agricultural society outlined herein and subject to the condition that it be used for park and recreation purposes.

#### PERFECTING THE CONVEYANCE

3. The parties agree to take and do all requisite acts to perfect the said conveyance of the property and to execute all instruments or documents to implement the said conveyance. The parties hereby grant their consent to the City of Peterborough to make application to the Legislative Assembly of Ontario in order to pass legislation that shall:
  - (a) empower to the Trustees to convey the said property to the City, subject to any rights and reservations in the Crown, and
  - (b) absolve the Trustees and the Agricultural Society from any and all liability arising by virtue of the said conveyance and provide adequate protection thereto. The application and all expenses and costs thereto shall be the responsibility of the City.

#### TRUSTEES CONSENT CONDITIONAL

4. The consent of the Trustees to perfect the conveyance of the property is conditional upon the passage of the said legislation specified in Paragraph 3 to this Agreement.

### PART II

#### IMPROVEMENTS TO THE PROPERTY

5. The parties agree and acknowledge that the City may implement a program of rehabilitation and improvement in reference to the said property in accordance with the specifications and conditions hereinafter set out in this Agreement.

#### CITY TO SUPPLY LABOUR, SERVICES, AND MATERIALS

6. The City shall at its expense (except as otherwise specifically provided) provide all and every kind of labour, superintendence, management, materials and all other services for the due execution and completion of all and every of the works or undertakings referred to in this Agreement.

#### EXISTING FACILITIES

7. The Plan attached hereto and marked as Schedule “B” to this Agreement outlines the existing facilities on the land.
- 7A. The Society shall have the right, at their expense, to erect and maintain two signs for year round display for the purpose of advertising the Peterborough Exhibition at mutually acceptable locations.

#### SITE PLAN

8. The parties agree to the development of the property in accordance with the Site Plan attached hereto and marked as Schedule “C” to this Agreement. Minor alterations to the Plan may be made at the discretion of the City Engineer. Any alteration which would result in an area change of a building or facility shall require the consent of the Agricultural Society.

#### IMPLEMENTATION OF THE SITE PLAN

9. The City shall develop the property in accordance with the Site Plan and provide all site features, facilities, and services as shown pursuant to the plan.

#### CONDITIONS OF DEVELOPMENT

10. The following terms and conditions shall govern the development of the said lands:
  - (a) the entrance gate to R.A. Morrow Memorial Park shall be retained and maintained by the City;
  - (b) the fountain situate on the property shall be retained, and, if moved, then relocated to another part of the property. The Agricultural Society is to approve of any relocation of the fountain.
  - (c) if the City erects a building with a minimum floor area as specified in

Paragraphs 10(e), (g) & (h), which would include ties for 240 animals, a judging pavilion, washrooms and wash racks, the City would be at liberty to demolish or remove the following buildings as identified on Schedule "B":

List of buildings to be demolished or removed

Building #4	120' X 32'	=	3840 sq. ft.
Building #5	120' X 32'	=	3840 sq. ft.
Building #6	100' X 60'	=	6000 sq. ft.
Building #7	135' X 32'	=	4320 sq. ft.
Building #8	94' X 39'	=	3666 sq. ft.
Building #9	155' X 39'	=	6045 sq. ft.
Building #10	120' X 39'	=	4680 sq. ft.
Building #11	125' X 25'	=	3125 sq. ft.
Building #12	200' X 25'	=	5000 sq. ft.

Total Area approximately = 40,516 sq. ft.

- (d) The buildings shown as #2 and #3 on the said Plan may also be removed on the condition that building #6 (the existing judging pavilion, being approximately 100' X 60') is relocated to the south side of the Drill Hall and retained for use by the Agricultural Society. This work shall not be undertaken prior to August 1, 1983 unless Building #6 can be relocated and appropriately placed in its new location with a new concrete floor completed prior to the commencement of the 1983 Exhibition. This undertaking may commence after November 1, 1983 at the discretion of the City.

#### DESIGN OF NEW BUILDING

- (e) The design and appropriate specifications of a new building shall be subject to the review and approval of a duly appointed Committee specified by The Agricultural Society and appropriate representatives named by the City of Peterborough. The said committee and City representatives shall approve of the design and specifications for the said building no later than July 29th, 1983.

The new building shall include ties for two hundred and forty (240) animals and appropriately accommodate such animals. It shall be capable of having a judging pavilion and shall have appropriate washrooms and wash racks to serve users of the facility. The building shall have a minimum floor area of twenty-one thousand, six hundred (21,600) square feet exclusive of washrooms.

A livestock unloading platform will be located as specified by Society representatives on the Building Committee.

The firm of Lawrence W. Argue and Associates, Consulting Engineers, shall provide appropriate consulting service in regard to the design of the new building. The cost to retain the said Consulting Engineers shall be borne equally by the City and the Society.

#### CONSTRUCTION OF THE NEW BUILDING

- (f) The conduct of the work and construction of the new building shall be managed by the City, subject to the appropriate direction of the Consulting Engineers. The City shall provide all labour and materials for the construction of the new building, with the exception of the portable stalls which shall be provided at the expense of the Agricultural Society. The City shall provide the labour for the construction and installation of the portable stalls. The materials to be utilized for the construction of the stalls shall be selected at the option of the Agricultural Society.

#### NEW BUILDING – INCREASE IN SIZE

- (g) It is agreed that at the option of the Society if the Agricultural Society should require additional floor space for the new building, as contracted for by the City, the said Society shall provide notice of its request for more space to the City Engineer and Consulting Engineers no later than fourteen (14) days after the City has accepted the tender for the construction of the new building. The plans for the construction of the new building shall be altered accordingly, and all costs and expenses in excess of \$364,000 in relation to the provision of the additional space shall be borne by the Agricultural Society.

Notwithstanding any other provision in this Agreement, the prospective liability of the City in relation to the construction of a new building is recognized by all parties to be limited to \$364,000.

- (h) The City shall tender for the construction of the new building and the tender shall allow for the following:
  - a) the projected cost for the construction of the 21,600 square foot building.
  - b) the projected cost, for the construction of a building of

23,763 square feet (90 feet X 264 feet).

The City agrees and warrants that it shall construct the 23,763 square foot building if the projected cost for such construction does not exceed \$364,000.

#### SCHEDULE FOR DEMOLITION OF EXISTING BUILDINGS

- (i) No buildings presently on the site shall be demolished or moved by the City until the plans and specifications of any new building to be constructed by the City have been approved by the Consulting Engineers, the Committee appointed by the Agricultural Society and the representatives of the City.

#### EXECUTION OF WORK DIRECTED BY THE CITY ENGINEER

- 11. (a) The work shall be commenced, carried on and undertaken to completion by the City, in all its several parts, in such a manner and at such points and places as the City Engineer shall from time to time direct, and to his satisfaction and pursuant to his control and supervision, but always according to the provisions of this contract, and if no direction is given by the City Engineer, then in a careful, prompt, and workmanlike manner.

#### CONSULTING ENGINEER SOLE JUDGE OF WORK AND MATERIAL

- (b) The Consulting Engineer retained by the Agricultural Society and the City shall be the sole judge of the work and material in respect to the quality and quantity, and the said decision of the Engineer on all questions in dispute with regard thereto, as to the meaning or interpretation of the plans, drawings and specifications, shall be final, and no work under this Agreement shall be deemed to have been performed, nor materials or things provided, unless and until the Consulting Engineer is satisfied therewith, as evidenced by this Certificate in writing.

#### SITE SECURITY

- (c) The City shall provide adequate security to the property during construction.

#### DAMAGE TO PERSONS OR PROPERTY

- (d) The City, its agents and all workmen and persons employed by it, or under its control, shall use due care that no person or property is injured

and that no rights are infringed in the undertaking of the work, and the City shall be solely responsible for all damages, by whomsoever claimable, in respect of the death of any persons and in respect of any injury to person or to lands, buildings, structures, fences, trees, crops, roads, shops, or property of whatever description, and in respect of any infringement of any right, privilege or easement whatsoever, occasioned in the carrying on of the work or any part thereof, or by any neglect, misfeasance or non-feasance by the City or by any of its agents, workmen or person employed by it or under its control, and shall at its own expense make such temporary provisions as may be necessary to ensure the avoidance of any such death, damage, injury or infringement, and to prevent the interruption of, or any danger to the traffic on any public or private road, and to secure to all persons and corporations the uninterrupted enjoyment of all their rights in and during the performance of the said work; and the City shall indemnify and save harmless the Agricultural Society and the Trustees from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributable to any such death, damage, injury or infringement.

#### MECHANIC'S LIENS

- (e) The City shall not suffer nor permit any lien under the Mechanics' Lien Act, The Construction Lien Act, nor any like statute to be filed or registered against the lands, the buildings or any fixtures or improvements on the lands, by reason of work, labour, services or materials supplied or claimed to have been supplied to the property. If any such lien shall at any time be filed or registered the City shall procure registration of its discharge within twenty (20) days after the lien has come to the notice or knowledge of the City, PROVIDED, however, that should the City desire to contest in good faith the amount or validity of any lien and shall have so notified the Trustees and Agricultural Society, and if the City shall have deposited with the Trustees or paid into Court to the credit of any lien action, the amount of the lien claimed plus a reasonable amount for costs, then the City may defer payment of such lien claim for a period of time sufficient to enable the City to contest the claim with due diligence, provided always that neither the lands nor the buildings nor any part thereof shall thereby become liable for forfeiture or sale. Nothing herein contained shall authorize the City to subject the property to any lien.

#### RISK

- (f) The City shall notify the Agricultural Society of any demolition or alteration

to the buildings and the Agricultural Society shall notify its insurers accordingly and provide instructions in reference to the material change in circumstances.

The City shall provide adequate public liability coverage for all claims that may be made arising out of the works and undertakings on the property.

The City shall, at its sole expense, provide adequate coverage in reference to the land and buildings subsequent to the conveyance of the property to the City.

#### OTHER BUILDINGS ON SITE

12. Building #13 shall be extended by the City at its expense and such extension shall not be less than 60 feet in length (and not less than the existing width) together with wooden stalls similar to those presently in place. (Such stalls may be taken from demolished buildings). The Building shall be extended to the East in accordance with the attached Site Plan. The City is at liberty to specify the materials to be utilized in such expansion.

#### GUARANTEE

13. The City warrants that if any of the buildings are demolished or removed by the City or its agents pursuant to this agreement, then the new building shall be constructed as a replacement even if the property is not conveyed to the City. All improvements will enure to the benefit of the Trustees and the Agricultural Society pursuant to the Trust, free and clear of all claims by the City or any other person.

#### PART III

##### USE OF THE PROPERTY

##### NAME

14. The name "R.A. Morrow Memorial Park" shall be retained for the property, which property as described in Schedule "A" shall be retained by the City for all time en bloc and shall be used by the City for parks and recreational purposes for the benefits of the inhabitants of the City and County of Peterborough, subject only to the continuing rights of The Peterborough Agricultural Society outlined herein.

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AGRICULTURAL SOCIETY OFFICE BUILDING

15.

- (a) The existing Agricultural Society office building shall be retained for the exclusive use of the Agricultural Society. The Society shall provide adequate insurance coverage in regard to the use of this building and its contents at its expense. The Agricultural Society shall not do nor permit to be done any act or thing which may make void or voidable any insurance upon the building or which may cause any increase or additional premium to be payable for any insurance on the building paid by the City.

The Agricultural Society shall keep the premises in a clean and wholesome condition in conjunction with maintenance services provided by the City.

- (b) If it is ever proposed by the City the said building be demolished or removed from the land, then the City shall provide to the Agricultural Society satisfactory office space of identical square footage area to be made available within R.A. Morrow Memorial Park. Any change in the status of the existing building is subject to approval of the Agricultural Society.

MEMORIAL CENTRE

16. The Agricultural Society and the “Board of Trustees of the Peterborough Memorial Centre” shall agree to the use of the Memorial Centre in accordance with the provisions of the prevailing Agreement, By-laws, and Provincial legislation.

EXHIBITION

17. The City shall grant to the Agricultural Society the free use of the grounds and buildings for the purpose of operating an Exhibition upon the following terms:

- (a) The Agricultural Society shall have complete use of the grounds and buildings for the Exhibition week (7 full days) and shall be entitled to the receipt of all revenues from the said Exhibition and shall pay all expenses for the operation of the same.
- (b) The Agricultural Society shall be at liberty to enter into possession of the buildings fourteen (14) days prior to the commencement of the Exhibition

in order to prepare for the said Exhibition.

- (c) The Agricultural Society shall vacate the property and buildings and clear the property of all garbage and debris following the Exhibition and shall be allowed sufficient time to implement the appropriate clearing and cleaning of the site. The expense for such clean-up shall be borne by the Agricultural Society.
- (d) The Agricultural Society shall indemnify the City for all claims, demands, and liens arising out of the operation of the Exhibition that may be made against the City, or in any manner infringe on the City's quiet enjoyment of the property.
- (e) The Agricultural Society shall obtain appropriate Insurance coverage to protect against all risks arising from the conduct and operation of the said Exhibition and shall provide the City Clerk with a copy of the said Insurance policy.
- (f) The Agricultural Society shall notify the City Clerk of the date for the commencement of the Exhibition no later than December 31 of the preceding year in which the Exhibition is to be held.

#### USE DURING THE YEAR

- 18. (a) The City shall provide at the discretion of the Peterborough Agricultural Society free use of the multi-purpose building, horse barns, grandstand, plus adequate parking, as outlined in Schedule "C" dated August 15th, for at least 30 days in each calendar year and the Society shall be entitled to receipt of all revenues derived therefrom. The said thirty (30) days does not include the use of the property for the two weeks prior, and one week during, the operation of the Exhibition.
- (b) The City agrees to the use of the property by the Agricultural Society at scheduled times. The Agricultural Society shall provide the City with reasonable notice of its intent to use the lands as specified in Paragraph 18(a), which, for the purposes of this Agreement, is deemed to be thirty (30) days, save and except the use of the Grandstand by the Agricultural Society which must be scheduled with the City at least six months in advance of its use by the Society.

#### STORAGE

- 19. The City shall make available to the Agricultural Society at least 4,000 square

feet of space for the storage of equipment and material on the property.

#### FARMERS' MARKET

20. The operation, management, and control of the Farmers Market presently operating on the property shall be subject to all rights and obligations as specified in an Agreement made between the City and THE PETERBOROUGH FARMERS' MARKET ASSOCIATION INC., a non-share corporation, incorporated pursuant to the laws of the Province of Ontario.

#### PARKING DURING THE EXHIBITION

21. The city shall provide suitable parking for the Exhibition parking requirements, which, for the purposes of the Agreement, shall obligate the City to provide both on-site (the attached Site Plan indicates the boundaries of permitted on-site parking) and off-site parking at the Brinton Carpet field as it presently exists. In the event that the Brinton Carpet field is sold, the City must provide equal alternative parking at a location that is acceptable to the Society. The revenue derived from parking during the Exhibition shall belong to the Society. The Agricultural Society shall be responsible for the control, security and clean-up of the Brinton Carpet field in reference to off-site Exhibition Parking.

#### CLOSING OF GEORGE STREET

22. Pursuant to the provisions of The Municipal Act, the City shall take appropriate steps to close George Street or that portion of the roadway within the boundaries of Morrow Park for the duration of the Exhibition plus three additional days during each calendar year. The Society shall provide the City with reasonable notice as to when the closing is to be undertaken and shall allow access on the roadway of at least twenty feet in width for fire protection purposes pursuant to The Ontario Fire Code and the applicable regulations.

#### ADMINISTRATION OF THE PARK

23. (a) Subsequent to the conveyance of the property to the City, the care and management of the property shall be the sole and exclusive responsibility of the City. All revenues derived from the use of the property, its services and facilities shall (except in regard to the operation of the Exhibition and use made by the Society as expressed in Paragraphs #17 & #18) enure to the benefit of the City. The City shall maintain the lands and buildings on the property.

- (b) Two members of the Agricultural Society shall be appointed to the Board of Trustees of the Peterborough Memorial Centre in accordance with the prevailing agreement, by-laws and Provincial legislation.

## PERSONNEL

- 24. The Corporation of the City of Peterborough agrees to employ Wibb Cunningham. The conditions of employment shall be as follows:
  - i) he shall be employed by the City on an annual basis as a temporary employee and shall be so employed from the 1st day of April, until the 30th day of November, in each year, with the exception of the Exhibition period (see Item iv));
  - ii) he shall be paid the rate for temporary employees and receive the benefits of such employees, as specified in accordance with the Collective Agreement between the Corporation of the City of Peterborough, The Board of Park Management of the City of Peterborough and The Canadian Union of Public Employees and its Local 504, (The Peterborough Civic Employees Union), as amended, and his employment may be terminated, altered, or amended in accordance with the Collective Agreement;
  - iii) he shall work an average of forty (40) hours per week throughout his employment period, but may be assigned overtime work as directed by his Supervisor and in accordance with the Collective Agreement;
  - iv) he shall be employed by the Agricultural Society for two weeks prior and the week of the Exhibition and the three (3) days cleaning period thereafter upon the terms and conditions as agreed by Mr. Cunningham and the Agricultural Society;
  - v) Mr. Cunningham may work for and on behalf of the Agricultural Society at any time, subject to the condition that such employment does not conflict with his hours of employment for the City.

## ACKNOWLEDGEMENT – FINANCIAL ASSISTANCE

- 25. The Agricultural Society and the City shall co-operate in any attempts to obtain grants and other financial support in reference to the maintenance and improvement of the buildings and property.

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NOTICE PROVISION

26. Notice shall be deemed to be effected upon the parties for the purposes of this Agreement if such notice is given in writing and served upon the persons or parties specified herein:
- (a) The Corporation of the City of Peterborough – By personal service on the City Clerk, 500 George St. N., City of Peterborough or, at the designated City Hall for the Corporation of the City of Peterborough (if different than 500 George St. N);
  - (b) The Agricultural Society – By personal service on the presiding President of the Agricultural Society;
  - (c) The Trustees of R. A. Morrow Memorial Park – By personal service on any one of the appointed Trustees.

ARBITRATION PROVISION

27. Any disagreement arising between the parties in relation to the interpretation or application of this Agreement, or any of its provisions, shall be referred to a single arbitrator if the City and Agricultural Society agree, in writing, upon one within ten (10) days after the date on which the disagreement arises; otherwise to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties being the City and Agricultural Society fails to appoint an arbitrator within fifteen (15) days after the one party has appointed an arbitrator and has notified the other party, in writing, of its appointment and of the matter of disagreement to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by or for the parties hereto fail to agree upon the third arbitrator within five (5) days after the appointment of the second of the two arbitrators, either party hereto may apply on fifteen (15) days written notice given to the other party to the Senior Judge of the County Court of the County of Peterborough to appoint such third arbitrator. If any arbitrator appointed refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner hereinbefore provided. The decision of the three arbitrators or the majority of them or of the single arbitrator, as the case may be, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto as the arbitrators direct.

Notice of the hearing to determine the matter in dispute shall be provided, in writing, to both parties by the Arbitrator (or by the third appointed Arbitrator,

where the Arbitration is to be disposed of by three Arbitrators).

#### SUCCESSORS & ASSIGNS & NEW APPOINTMENTS

28. This Agreement shall ensure to the benefit and be binding upon the parties hereto and their respective successors, including any new representatives made pursuant to any power expressed by Indenture, Trust, or statute.

May 9, 1988 Agreement between the Agricultural Society and the City of Peterborough

**Appendix C References**

Please list a **minimum of three references** where your company has provided similar services **recent within the last five years** and indicate the goods/services provided.

Company Name and Phone Number	Contact Person(s)	Type of Services Provided
1.		Services:  Dates:
2.		Services:  Dates:
3.		Services:  Dates:
4.		Services:  Dates:

**Note:**

If insufficient space is provided in this Appendix, please provide the required information in the same format on a separate form attached to this Appendix.