

**CORPORATION OF THE MUNICIPALITY OF WEST GREY**

**BY-LAW NUMBER 43 - 2013**

**BEING** a By-law to authorize the Mayor and CAO to enter into a Soccer Pitch Use Agreement between the Municipality of West Grey and West Grey Soccer Club;

**WHEREAS** the Council of the Municipality of West Grey deems it necessary and in the public interest to enter into a Soccer Pitch Use Agreement between the Municipality of West Grey and West Grey Soccer Club;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOWS:**

1. That the Mayor and CAO are hereby authorized to sign a Soccer Pitch Use Agreement between the Municipality of West Grey and West Grey Soccer Club, a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
2. THAT this by-law shall come into force and take effect on the date of its final passing.

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Read a first and second time this 6<sup>th</sup> day of May, 2013.

Read a third time and finally passed this 6<sup>th</sup> day of May, 2013.

\_\_\_\_\_  
(SIGNED)  
Kevin Eccles, Mayor

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(SIGNED)  
Christine Robinson, CAO

**SCHEDULE “A” TO BY-LAW NUMBER 43 - 2013**

**MUNICIPALITY OF**



**SOCCER PITCH USE AGREEMENT – WEST  
GREY SOCCER CLUB**

## **SOCCER PITCH USE AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY**

- and -

**THE WEST GREY SOCCER CLUB**

**WHEREAS**, the West Grey Soccer Club is the primary user of the Durham Soccer Pitch;

**AND WHEREAS**, the West Grey Soccer Club is desirous of controlling the quality and quantity of maintenance at the Durham Soccer Pitch and of being exempted from cost recovery charges as applied to other users of municipal recreational facilities;

**NOW THEREFORE**, be it agreed that the West Grey Soccer Club shall maintain the premises locally known as the Durham Soccer Pitch, being more specifically described as Park Part Lot 4 to Part Lot 5, Plan 500, College Street PT, former Town of Durham, in the Municipality of West Grey, County of Grey, being property assessment roll no. 42 05 260 003 12501 0000; as shown on the attached map in "Appendix A".

### **Terms and Conditions**

1. That the provisions of this agreement shall be in effect for a ten (10) year term effective as of the date of signing thereof.
2. That written notification from either party of the desire to amend the agreement shall be made at least thirty (30) days prior to the expiration of the agreement, and any amendment to the agreement must be agreed upon by both parties.
3. That either party, upon one (1) year written notification of such intent, may terminate this agreement.
4. Upon written notification by either party to terminate the agreement, as per Section 3, and where during the term of this agreement the West Grey Soccer Club has made a capital investment in the premises referred to in this agreement, then upon termination of the agreement the Municipality will reimburse the West Grey Soccer Club an amount equal to the depreciated value of the capital investment.

A depreciation schedule will be established at the time of any capital investment made in the premises and that any capital investment proposed will be mutually agreed upon by both parties prior to commencement.

5. That this agreement is non-transferable without written consent of the Municipality of West Grey.
6. The West Grey Soccer Club will provide the Municipality of West Grey with a listing of individuals/groups using the soccer pitch.

Those individuals/groups scheduling use/renting of the soccer pitch must provide liability insurance in the amount of a minimum of \$5,000,000.00 (five million dollars) with the Municipality of West Grey named as an additional insured and provide a copy of the certificate of liability insurance to the Municipality of West Grey.

Fifty percent (50%) of the total annual revenues derived from rental of the premises, excluding West Grey Soccer Club rental, will be remitted to the Municipality on an annual basis within 60 days following the end of the soccer season.

7. That the use and enjoyment of said premises can be scheduled through the West Grey Soccer Club, and the available times and fee schedule can be accessed through the scheduling committee of the West Grey Soccer Club.
8. That the West Grey Soccer Club will, during the said term, use the said premises for the purpose of a soccer pitch and related soccer activities.
9. That the West Grey Soccer Club will, during the said term, sufficiently maintain and keep the said premises in good and substantial repair, at the West Grey Soccer Club's sole expense. The cost of upkeep and repair will be covered by users of the soccer field. Any fees for non-registered users will be set by the West Grey Soccer Club. Grass cutting of the soccer field and adjoining areas to be the responsibility of the West Grey Soccer Club. Grading and maintenance of the parking area to be the responsibility of the Municipality of West Grey.
10. That the West Grey Soccer Club will secure liability insurance in the amount of a minimum of \$5,000,000 (five million dollars) with the Municipality of West Grey named as additional insured, and provide annual proof thereof.
11. That the West Grey Soccer Club agrees to inform and obtain the approval of the Council of the Municipality of West Grey prior to any alterations of a permanent nature to the said premises and to further comply with any applicable bylaws.
12. That the West Grey Soccer Club be granted permission to erect signs at the premises provided the signs are of a consistent size and nature and have been approved by the Municipality of West Grey.
13. That the Municipality of West Grey provides the right of use to the soccer pitch parking lot during West Grey Soccer Club/Ontario Soccer Association sanctioned events, subject to the use of the parking lot for the Fall Fair and other Municipality of West Grey sponsored events.
14. That the West Grey Soccer Club will not be assessed any property taxes on the said premises.
15. The West Grey Soccer Club assumes no responsibility for any person(s) injured on the soccer pitch who is not a registered member of the West Grey Soccer Club or opposing team participating in a Ontario Soccer Association sanctioned event.
16. Notwithstanding section 1 to the contrary, the terms of this Agreement may be extended annually after the termination of the ten (10) year term by written mutual consent of both parties.

That this agreement made the 6<sup>th</sup> day of May, 2013.

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Witness

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President - West Grey Soccer Club

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Witness

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West Grey Soccer Club

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Witness

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Mayor – Kevin Eccles

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Witness

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CAO – Christine Robinson

**APPENDIX "A"**