

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**BY-LAW NUMBER 07-158**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND THE PETERBOROUGH CITY SOCCER ASSOCIATION**

**THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:**

1. That the Mayor and City Clerk be hereby authorized to execute an agreement between The Corporation of the City of Peterborough and the Peterborough City Soccer Association, in the form attached as Schedule "A", and to affix the seal of the Corporation thereto.

By-law read a first, second and third time this 13th day of November, 2007

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

A G R E E M E N T

made this 13<sup>h</sup> day of November, 2007

B E T W E E N :

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter called "the City"

OF THE FIRST PART

- and -

PETERBOROUGH CITY SOCCER CLUB INC.

Hereinafter called "the Club"

OF THE SECOND PART

WHEREAS the City and the Club have undertaken mutually beneficial cost and facility sharing arrangements related to the recreational premises owned by the City, known as Eastgate Memorial Park located on Ashburnham Drive, and comprising two soccer fields with spectator seating, lighting for evening use, a soccer activity centre, and a utility building for use as public dressing rooms, washrooms, canteen and private club office (collectively herein referred to as "Eastgate");

AND WHEREAS the Club is the principal occupant and user of Eastgate and coordinates the scheduling of activities and utilization of Eastgate;

AND WHEREAS the City and the Club wish to carry out additional lighting work at Eastgate, and to share in the expense of such work;

AND WHEREAS the parties also wish to confirm their continuing agreement with respect to the use of Eastgate, in accordance with the terms and conditions hereinafter set forth;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. The City shall carry out the necessary work to install additional lighting on the south side of the Hogan Pitch (also known as Eastgate II field), in order to light the field to a competitive standard.
2. The Club shall contribute Seventy-Five Thousand Dollars (\$75,000.00) to the cost of the above-described work, by paying the said sum to the City on or before March 30, 2008.
3. The City acknowledges and agrees that the Club may exclusively continue to operate a refreshment concession at Eastgate, at its own risk and expense, and all revenues from the sale of refreshments shall be retained by the Club.
4. During the term of this agreement, and subject to the terms hereof, the Club shall enjoy quiet possession of Eastgate, and shall have full and exclusive use of Eastgate for the purpose of soccer, including regular play, practice, and special events. The Club agrees to reasonably permit the use of Eastgate by any user, subject to availability and use policies of the Club and the City, in effect from time

