

THIS AGREEMENT made in triplicate this 10 day of ^{Sept.}, 1996 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF
PELHAM

Hereinafter referred to as the "Town"

OF THE FIRST PART

- and -

PELHAM YOUTH SOCCER CLUB

Hereinafter referred to as the "Club"

OF THE SECOND PART

WHEREAS the Town is the owner of certain lands known as Harold
Black Park;

AND WHEREAS the Town and the Club wish to enter into an
agreement for the reconstruction and maintenance of a soccer field to improve the
playability of the field;

AND WHEREAS the Club has agreed to contribute 100% of the costs
of the reconstruction of the soccer field;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in
consideration of the mutual covenants herein contained the parties hereto covenant,
promise and agree as follows:

CLUB'S RESPONSIBILITIES:

- (1) The Club agrees to contribute the payment of 100% of the cost of the
reconstruction of the Harold Black Park soccer field. Such reconstruction shall be as
set out in Schedule "A" attached. *To A MAXIMUM OF 30,000.00. AG.*
- (2) Upon the signing of this agreement, the Club shall pay, to the Town,
the amount of \$30,000.00. Any balance of monies existing after the completion of
the reconstruction of the soccer field shall be returned to the Club.

TOWN'S RESPONSIBILITIES:

- (3) The Town shall provide sufficient water to ensure proper rooting of
the sod following reconstruction which the Town estimates to be one watering per
week for five weeks at 6000 gallons per application.
- (4) The Town shall provide sufficient water to the field during each
playing season in order to maintain a proper playing surface.
- (5) The Town shall complete the aerification of the playing surface on an
annual basis to be completed no later than May 1st in any year.


(6) The Town shall oversee the playing surface annually, in the fall of each year, and replace damaged sod, particularly in the goal area, to ensure the maintenance of a proper playing surface.

(7) The Town shall carry out regular maintenance of the playing surface, including rolling, to ensure a proper playing surface.

(8) The Club acknowledges that the obligations and maintenance requirements of the Town pursuant to paragraphs (3), (4), (5) and (11) of this agreement shall be at the discretion of the Town as to how such requirements are to be fulfilled.

(9) The Town shall use its best efforts to ensure that no vehicles, operated by the Town, other than authorized maintenance equipment, are allowed on the playing surface.

(10) In the event that the Town should institute user fees for those persons who use Harold Black Park, the Town shall not charge the capital cost portion of such user fees to the Club for a period of ten (10) years commencing as of the date of this agreement.

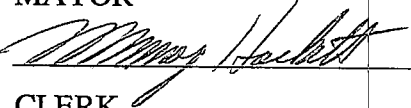
(11) The Town shall be responsible for ensuring that the reconstruction of Harold Black Park soccer field is completed in accordance with the terms of this agreement, ~~with the exception of the reconstruction of the soccer field~~. 

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals duly attested to by their proper officers authorized in that regard.

SIGNED, SEALED & DELIVERED (THE CORPORATION OF THE
(TOWN OF PELHAM

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(MAYOR

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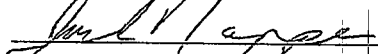
(CLERK

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(PELHAM YOUTH SOCCER CLUB

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(PRESIDENT

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(TREASURER

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Witness





SCHEDULE "A"

Plans & Specifications

Harold Black Park Soccer Field Rehabilitation Town of Pelham

SPECIFICATIONS

- (1) Remove goal posts
- (2) Strip perimeter of field 330 x 200 feet to establish working area
- (3) Spray field to kill existing grass and weeds
- (4) Disc field
- (5) Preliminary cut and fill with grader to create a single plane sloping north to south
- (6) Shoot grades
- (7) Add 300 cubic yards topsoil, majority at north end
- (8) Grade new topsoil to provide a 12" maximum crown at centre of field and running east and west (see attached drawing)
- (9) Compact new soil if needed
- (10) Shoot grades again
- (11) Allow P.Y.S.C. to inspect grades and ensure their satisfaction
- (12) Fine grade with tractor
- (13) Re-install goal posts in concrete
- (14) Sod field and provide initial watering
- (15) Clean up any debris on site due to construction

DRAWINGS

Supplied to Town of Pelham - September 3rd, 1996 (attached)

1. Present Surface Pattern
2. Crested Surface Pattern
3. Cut/Fill Pattern (in.)
4. Cut/Fill Calculation