

THIS AGREEMENT, made in quadruplicate, this 15th day of September, 2002.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

(Hereinafter called "the Town")

OF THE FIRST PART

and

THE YMCA OF NIAGARA

(Hereinafter called "the YMCA")

OF THE SECOND PART

AGREEMENT

WHEREAS the Town and the YMCA consider it desirable to enter into an Agreement to provide the residents of the Town a Family YMCA (hereinafter called "the Project"), to be located on the campus of Niagara College on Woodlawn Road in the City of Welland;

AND WHEREAS the YMCA has made application to the SuperBuild fund for a grant of \$4,000,0000.00, which application has been approved, to aid in the development of the project, the Town named as one of the "Supporting Partners";

AND WHEREAS the Town and the YMCA pursuant to the said application agree to share in the cost of construction of the Project;

AND WHEREAS the Town and the YMCA acknowledge that their contributions to the Project will meet a variety of community needs;

AND WHEREAS this Agreement is intended to outline the respective rights and obligations of the Town and the YMCA in relation to the design, construction and operation of the Project, as well as their overall continuing relationship.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the Town and the YMCA agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Schedules

The following Schedules, which are attached to this Agreement, are incorporated by reference into this Agreement and shall be deemed to be part of it:

Schedule "A" -	Building Program
Schedule "B" -	Operating Principles

1.02 Not a Partnership

Nothing in this Agreement shall be construed as creating, in law, a relationship of partners, joint venturers or fiduciaries between the parties. Neither party hereto has any authority to enter into any contract, assume any obligations or give any warranties or representations on behalf of the other, except as expressly otherwise provided in this Agreement.

ARTICLE 2 - TERM AND EFFECTIVE DATE

2.01 Term

The term of this Agreement shall be for a period of forty (40) years, commencing at the beginning of the construction of the project.

ARTICLE 3 - DEVELOPMENT

3.01 Components

The YMCA shall, subject to the rights of the Town as provided herein, design, construct and operate a Family YMCA Community Centre serving the Town of Pelham and surrounding areas. The said facility shall be comprised of approximately 47,000 square feet and shall include the components listed in Schedule "A" attached hereto, provided that, it shall be understood that, during the design process, the precise spaces, space allocations and dimensions, described in Schedule "A", may be modified.

3.02 Name

The facility shall be known as the Niagara Centre YMCA and the facility, that is, the structure to be constructed upon the lands, shall be owned by the YMCA. The name of the Project may be modified by the YMCA, to recognize major donors but shall, at all times during the term of this Agreement, or any renewal, incorporate the words "Niagara Centre YMCA".

3.03 Scope of the Project

The Project shall be a full-service Family YMCA, addressing the health enhancement needs of the community.

3.04 Public Access

In consideration of the contribution of the Town to the Project, the YMCA hereby covenants with the Town as follows:

- (i) that the facility must provide a benefit for the community at large through the provision of a safe, modern, attractive, barrier-free facility that brings the entire community together; and
- (ii) that the facility must be accessible to all residents of the Town of Pelham. Access will be ensured but not limited to the following means:
 - (a) The YMCA shall offer all-inclusive memberships, with fees based upon

full cost recovery and market research regarding affordability for the majority of the Town of Pelham residents. These fees shall be consistent with those charged in other branches of the YMCA of Niagara;

- (b) The YMCA shall offer subsidized all-inclusive membership for some individuals and families who cannot afford the full fee consistent with subsidy policies applicable at other branches of the YMCA of Niagara;
- (c) The YMCA shall offer a daily admission fee to the facility as a whole for persons who are not members of the YMCA. Such daily admission fee shall be consistent with that charged in other branches of the YMCA of Niagara.

3.05 Operations

Subject to carrying out the spirit of intent of this Agreement, and subject to any limitations herein, the YMCA shall have the responsibility and authority in the day-to-day management and operation of the project.

ARTICLE 4 - FINANCING

4.01 The Town's Contribution

The Town shall contribute four percent (4%) of the capital cost of the facility as determined by the YMCA's architect, up to a maximum of five hundred and eighty-three thousand (\$583,000.00) dollars. The Town's contribution shall be paid over a five-year (5) period as follows:

August 31, 2003	-	\$116,600.00
August 31, 2004	-	\$116,600.00
August 31, 2005	-	\$116,600.00
August 31, 2006	-	\$116,600.00
August 31, 2007	-	\$116,600.00

For the purposes of this Agreement, "capital costs" shall be specifically limited to the pool but shall include the cost of construction, architectural and engineering fees, purchased equipment and furnishings, project management costs and financing costs related directly to the construction of the pool. Leased equipment and furnishings shall be considered, for the purposes of this Agreement, to be operating costs and, as such, shall be the sole responsibility of the YMCA.

The YMCA shall commence construction in the 2003 calendar year and open the Niagara Centre YMCA in the year 2004.

4.02 Upset Limit

The Town's contribution to the Project, as described in this Agreement, represents the upset limit of its financial responsibility. No demand shall be made upon the Town by the YMCA for any additional contribution toward the capital costs of the Project.

4.03 YMCA's Contribution

The YMCA shall conduct a regional capital fundraising campaign for a minimum of one million seven hundred and fifty thousand (\$1,750,000.00) dollars and the YMCA strategic long term debt for difference estimated at \$3,500,000.00. All donations shall be used exclusively by the YMCA and donors' intent shall be respected in the allocation of funds. The Town shall encourage citizen support of the Project, and work with and assist the YMCA in order to promote the success of the YMCA for Niagara Centre Capital Campaign.

4.04 Operating Costs

The YMCA shall be responsible for all operating costs following the opening of the YMCA for Niagara Centre facility to the public, and shall not ask the Town for further funding.

ARTICLE 5 - CO-ORDINATING COMMITTEE

5.01 Composition

The Town and the YMCA agree to appoint during the construction phase of the project, a Project Co-ordinating Committee ("the Committee"), consisting of the following:

- two (2) representatives of the City;
- two (2) representatives of the Town;
- two (2) representatives of the YMCA

for the purpose of co-ordinating and carrying out of the obligations of each of the parties under the terms of the within Agreement.

ARTICLE 6 - ENUREMENT

6.01 This Agreement shall enure to the benefit of the parties and be binding upon their respective successors and assigns, provided that neither the Town, nor the YMCA shall be permitted to assign or transfer its rights and obligations under this Agreement without the prior written consent of the other, which consent may not be unreasonably withheld.

ARTICLE 7 - NOTICE

7.01 Where notice is required or permitted to be given by the parties to one another pursuant to this Agreement, such shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or sent by registered mail, to the following addresses:

The Corporation of the Town of Pelham
P.O. Box 400
20 Pelham Town Square
Fonthill, Ontario
L0S 1E0

and

YMCA of Niagara
25 YMCA Drive
St. Catharines, Ontario
L2N 7P9


ARTICLE 8 - FORCE MAJEURE

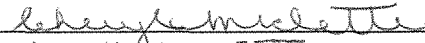
8.01 In the event that the YMCA is delayed or prevented from performing any covenant, or other provision, hereunder by reason of unforeseen circumstances beyond the control of such party, such party so prevented shall not be held responsible for damages caused by its delay or failure to perform such covenant.

IN WITNESS WHEREOF the parties hereto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

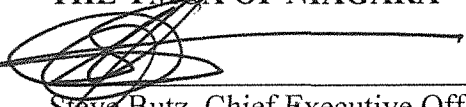
SIGNED, SEALED AND DELIVERED

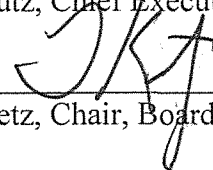
**THE CORPORATION OF THE
TOWN OF PELHAM**

By: 
Name: RALPH DEAMER
Title: MAYOR

By: 
Name: CHERYL MIELETTE
Title: CLERK

THE YMCA OF NIAGARA


Steve Butz, Chief Executive Officer


Tom Kretz, Chair, Board of Directors

Schedule "A"
Building Program

Workplan/Schedule : YMCA of Niagara																																		
Capital Development Plan		May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Location / Task / Date		YEAR 2002									YEAR 2003												YEAR 2004											
YMCA for Niagara Centre																																		
PROGRAM START-UP																																		
Stakeholder Meetings		XXXXXXXXXX																																
Partner Meetings		XXXXXXXXXX																																
Workplan and Schedule		XXXXXXXXXXXXX																																
Architect selection		XXX																																
PROJECT DESIGN/REVIEW																																		
Consultation		XXXXXXXXXX																																
Focus Groups		XXXXXXX																																
Other Facility Reviews		XXXXXXXXXX																																
Focus Groups		X		X		X		X		X		X		X		X		X		X		X		X		X		X		X		X		X
Internal Review Committee						XXXX																												
Direction to Design Team									XXXX																									
Spec/Plan Review 30%										XXXX																								
Spec/Plan Review Final										XXXX																								
Peer Reviews						XXXX																												
Public reviews						XXXX	XXXX																											
Honeypin Hall Demolition									XXX																									
CONTRACT TENDER/CONSTRUCTION																																		
Contractor Prequalifications						XXXX																												
Tender Call								XX																										
Tender Closes																																		
Review Tenders																																		
Negotiate Final Contract																																		
CONTRACT/SITE ADMINISTRATION																																		
Site Meetings									X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Historical delays											X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Data Collection/Compilation PM																																		
Procurement, opening plans																																		
Official Opening																																		

SCHEDULE “B”

Operating Principles

The parties accept the following operating principles:

1. This Agreement is based on the shared values, missions and visions of both the Town and the YMCA;
2. The parties want their relationship to continue over the long term;
3. The relationship represents a win/win/win opportunity: the YMCA must achieve its goals through the relationship; the Town must achieve its goals and the community must be better served;
4. This relationship must not compromise YMCA capital development principles in anyway:
 - (a) the capital development process must be consistent with the strategic plan of the YMCA;
 - (b) the facility must be market driven and must reflect the needs of the community;
 - (c) the facility must be flexible and designed for future growth;
 - (d) the facility must be long-lasting;
 - (e) operations must be sustainable over the life of the facility;
 - (f) the facility must be maintained as new;
5. This relationship must support the concept of a YMCA Centre for the Community (i.e. safe, modern, attractive, barrier-free meeting place that brings the entire community together);
6. The facility must be fully accessible.

AGREEMENT made this 15th day of September, 2002.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Of the First Part

and

THE YMCA OF NIAGARA

Of the Second Part