

THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. 2025-051

A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN THE
CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND
THE NIAGARA-ON-THE-LAKE SOCCER CLUB

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE as follows:

1. THAT the agreement 'Schedule A' dated the 24th day of June, 2025 between The Corporation of the Town of Niagara-on-the-Lake and The Niagara-on-the-Lake Soccer Club is hereby approved; and
2. THAT the agreement attached hereto as 'Schedule A' be deemed a part of this by-law; and
3. THAT the Lord Mayor and Clerk be instructed to execute the agreement and affix the Corporate Seal; and
4. THAT the Lord Mayor and Clerk be authorized to execute any amendments brought forward during the term (January 1, 2025 – December 31, 2030) of the agreement.
5. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 24TH DAY
OF JUNE, 2025.**

LORD MAYOR GARY ZALEPA

TOWN CLERK GRANT BIVOL

'Schedule A to By-law 2025-051'

THIS AGREEMENT is made in duplicate on 24th day of June, 2025

COMMUNITY SOCCER FIELD AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

(Hereinafter called "Town")

AND

THE NIAGARA-ON-THE-LAKE SOCCER CLUB

(Hereinafter called "Club")

WHEREAS the Town is the owner of the Soccer Fields located at Memorial Park, 370 King Street, Niagara-on-the-lake, which land and premises includes five (5) soccer fields, a small storage area, lighting standards, and adjacent bleachers;

WHEREAS the Town is the Owner of the Soccer Fields located at Virgil Sportspark, 1565 Four Mile Creek Road, Virgil, which land and premises includes six (6) soccer fields, a small storage are and adjacent bleachers;

AND WHEREAS the Club is currently utilizing the Soccer Fields for the purpose of managing and operating a soccer club, including leagues, tournaments and development events for both club and community members;

AND WHEREAS community soccer clubs are positive influences in our community. They promote an active and healthy lifestyle for all ages and encourage the growth of soccer through instruction, organized play and social events;

AND WHEREAS the soccer club is a community partner in the protection and animation of Town parks and assets;

NOW THEREFORE in consideration of the mutual covenants and agreements noted above, the Parties agree to enter into this Agreement for the use of Town-owned Soccer Facilities on the following terms and conditions.

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1. Definitions/Contact Information

This section details the definitions used in this agreement.

<i>Term</i>	<i>Detailed Description</i>
<i>Town</i>	Corporation of the Town of Niagara-on-the-Lake.
<i>Owner</i>	Corporation of the Town of Niagara-on-the-Lake.
<i>Club</i>	A not-for-profit corporation that operates soccer fields programs and services for the community from Town owned soccer fields. Known as the Niagara-on-the-Lake Soccer Club.
<i>Hours of Operation</i>	The approved hours of operation of the facility are in accordance with the Parks & Noise Bylaw.
<i>Soccer Facilities</i>	Refer to and include the soccer fields, the Clubhouse/storage, lighting standards, adjacent bleachers that are present on the land owned by the Town at the following address: <i>Memorial Park, 370 King Street, Niagara-on-the-Lake ON L0S1J0</i> <i>Virgil Sports Park, 1565 Four Mile Creek Road, Virgil ON L0S1T0</i>
<i>Soccer Season</i>	May 25 – October 13 (weather permitting)
<i>Agreement Duration</i>	January 1, 2025 to December 31, 2030

Contact Information

Town of Niagara-on-the-Lake:

Town's mailing address: 1593 Four Mile Creek Road
PO Box 100
Virgil, ON
L0S 1J0

Town's telephone number: 905-468-3266

Town e-mail address: bookings@notl.com

Niagara on the Lake Soccer Club:

Club mailing address: PO Box 967
Niagara-on-the-Lake, ON
L0S 1J0

Club telephone number: N/A

Club e-mail address: niagarasoccerclub@gmail.com

2. Provision of Soccer Facility

The Parties agree that the Town will provide the Club with access to, and use of, the Soccer Facilities, identified in the definition above, in accordance with the terms and conditions in this Agreement. In exchange, the Club will provide leagues, tournaments and development events for its members.

Nothing in this Agreement precludes the establishment of community soccer clubs and programming elsewhere in the Town. This agreement is specific to Memorial Park and Virgil Sportspark.

The Town acknowledges and agrees that the Club will have priority over all other users of the Soccer Facilities with respect to scheduling of the soccer fields during the Soccer Season.

3. Dispute Resolution

Where a member of the Club has a complaint or dispute, they will consult the Club Executive for resolution. The Club will have a complaint resolution process established.

Where the Club has a complaint with the Town, they should follow the following process:

- i. Discuss issue with the Town-approved contact person. This person would be the Recreation Specialist (or designate).
- ii. If that person is not able to resolve the Club's concerns, they should contact the Manager of Parks and Recreation (or designate).
- iii. If that person is not able to resolve the Club's concerns, they should contact the Director of Operations (or designate).
- iv. If that person is not able to resolve the Club's concerns, they should contact the Chief Administration Officer (or designate).

4. Special Use of Soccer Fields by Town

The Club acknowledges that the Town may require the use of the Soccer Fields for a special event on occasion. The Parties agree that the Town will provide as much notice as possible (at least two weeks' notice) to the Club of such a special event so as to have minimal impact on Club activities. No fee shall be levied against the Town. The Town will return all facilities to its normal condition after such an event.

5. Term of Agreement & Renewal

The Parties agree that this Agreement shall remain in force from January 1, 2025, to December 31, 2030. The Club may opt to renew this Agreement for an additional two (2) years by submitting a Letter of Intent to the designated Town contact person no later than six (6) months prior to the Agreement's expiration.

Town staff will negotiate the renewal of the annual permit cost considering the Consumer Price Index (CPI) and previous annual increases. This will be done before the extension is exercised.

6. Termination of Agreement

- a. The Parties agree that they may terminate the Agreement effective December 31 in any year of the term or any renewal term by providing the other Party with written notice of their intention to terminate by July 1 of the same year. The Party receiving the Notice of Termination will respond in writing to the other Party acknowledging the termination of the Agreement within 10 business days of receipt of the Notice of Termination.
- b. Notwithstanding clause (a), the Town reserves the right to terminate this Agreement without notice to the Club when unforeseen circumstances arise or when the Club does not comply with the Terms and Conditions of this Agreement and a satisfactory resolution between the parties cannot be achieved, or when the Club fails to perform or to conduct its operations in a manner acceptable to the Town. The Town acknowledges that it will act in good faith and make all reasonable efforts to achieve a satisfactory resolution with the Club before exercising its termination rights.

7. Applicable Laws and Policies

a. Federal, Provincial, or Municipal Law

The Club agrees that permission to use Town premises under this Agreement in no way constitutes approval to engage in any unlawful activity or conduct in a manner that would violate any Federal, Provincial or Municipal Law or applicable regulations.

b. Municipal Freedom of Information and Protection of Privacy Act (Ontario)

The Recipient acknowledges and agrees that the Town is bound by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O 1990, c.M.56, as amended from time to time ("MFIPPA"), and that any information provided to the Town in connection with this Agreement is subject to disclosure in accordance with the requirements of MFIPPA

8. Acknowledge of a Purchase of Service Agreement

The parties agree that this Agreement is in the nature of a Purchase of Service Agreement for the provision of community-related soccer activities on Town property in consideration for use of Town Soccer Fields.

The Club acknowledges that this Agreement is not intended to create any form of employer/employee relationship between the Town and the Club, its Executive, Members, Volunteers, or Agents. The Town shall provide no form of employment benefit to the Club, its Executive, Members, Volunteers, or Agents under this Agreement.

9. Responsibilities of Both Parties

This section details items of responsibilities that the Town will be performing and the responsibilities that the Club will be performing.

<i>Responsibility</i>	<i>Town</i>	<i>Club</i>
Storage Area at Memorial Park	<p>Maintains the roof, exterior painting, general structure, doors and locks.</p> <p>Change the combination lock at the request of the Club.</p> <p>Approval of any expansion, enhancements, and internal improvements.</p>	<p>Responsible for the cost of any expansion, enhancements, and internal improvements. Submit plans to the Town for approval.</p> <p>Maintain the Storage area in a clean, safe and secure manner.</p> <p>Request combination lock change and provide the new code.</p>
Storage Area at Virgil Sports Park	<p>Maintains the roof, exterior painting, general structure, doors and locks.</p> <p>Provide seasonal access to the storage area for soccer related items.</p>	<p>Maintains the storage space in a clean, safe and secure manner.</p> <p>Request access to the storage area seasonally through the Facilities division at the Town.</p>
Soccer Fields	<p>Maintain the Soccer Fields provided in a safe and functional condition, undertaking regular inspections and necessary maintenance activities to ensure their</p>	<p>Seasonally install and remove Soccer Fields accessories and signs to be stored in the storage area during the non-playing season.</p> <p>Remove garbage and</p>

<i>Responsibility</i>	<i>Town</i>	<i>Club</i>
	<p>proper upkeep.</p> <p>Responsible for the lining of the fields at both soccer facilities on a weekly basis.</p> <p>Responsible for all activities related to relocation/reconfiguring a soccer field at the request of the Club. The Town will provide the an estimate to the Club for approval before work starts. Timing of this work would be in the Fall.</p> <p>Responsible for maintenance of the irrigation systems (where applicable).</p> <p>Responsible for lawn mowing operations of both Soccer Fields.</p> <p>Maintain and provide the fixed equipment necessary for the Club to provide their programming including goal frames/netting and properly maintained playing surfaces.</p>	<p>debris from the fields throughout the season and place in provided receptacles.</p> <p>Responsible for requesting a relocation/reconfiguration of a field(s) and providing correct dimensions.</p> <p>Responsible for approval and payment of all costs resulting from relocation/reconfiguration of the existing soccer fields including repining corners of the field, removing nets and footings, reinstallation of nets.</p>
Washrooms at Memorial Park	<p>Public washrooms (within the pool change house):</p> <p>available during core hours *(8:00 AM – 9:00 PM) (weather permitting).</p> <p>Maintain and clean washrooms for the duration of the Soccer</p>	The Club will notify their membership of the washroom availability as provided by the Town.

<i>Responsibility</i>	<i>Town</i>	<i>Club</i>
	Season.	
Washrooms at Virgil Sportspark	<p>Public washrooms (within the pool change house):</p> <p>available during core hours *(8:00 AM – 9:00 PM) (weather permitting).</p> <p>Maintain and clean washrooms for the duration of the Soccer Season.</p>	The Club will notify their membership of the washroom availability as provided by the Town.

Programming/Operation of the fields	N/A	Responsible for the organization, management, and supervision of all soccer activities conducted on the facilities provided, including but not limited to, practices, games, tournaments, and other related activities.
Scheduling	To input the schedule of soccer activities into ActiveNET scheduling software by April 15 annually.	To provide the Town with a schedule of all soccer activities by March 15 annually.
Keys / Access Codes	<p>Program the new access code (provided by the Club) for the storage area door (Memorial Park) and key for the storage area door (Virgil Sports Park) before April 1 annually.</p> <p>Maintain all doors, gates and locks in the Soccer Facilities.</p>	Establish a new door code (Memorial Park) annually and communicate this to the Town by mid-March.
Incidents	<p>To receive all Incident Reports.</p> <p>To address any immediate health and safety concerns.</p>	<p>To promptly report all critical or major incidents (i.e. ambulance calls, loss of consciousness, broken bones) occurring at the Soccer Fields.</p> <p>To promptly report critical maintenance required that could result in injury to participants or further</p>

		damage to the facility.
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Lighting	Memorial Park field lights will be replaced when the ground is firm and ideally at the beginning or end of a soccer season. It's at the Town's discretion as to when the lights will be replaced.	Notify Town of any outages of lights.
Vandalism	To remove all graffiti and repair any vandalism to the fields or storage area.	Report any vandalism to the Town.

10. Financial Obligations

This section details the payment responsibilities of each party.

<i>Responsibility</i>	<i>Town</i>	<i>Club</i>
Field use fees	Invoice the Club by October 1 of each year outlined in the Agreement. The invoice annually shall be \$9990 (2025), each successive year of the agreement will be increased by 1.5% Town will be responsible for all the maintenance costs and hydro expenses	Make payment arrangements to the Town at the end of the season.
Board of Directors	Receive the list from the Club and keep on file.	Provide the Town with an annual slate of Board of Directors. Inclusion of the email addresses is only required from the President and Treasurer.
Insurance	Receive the Certificate of Insurance from the Club and	Provide the Town with an annual certificate of

<i>Responsibility</i>	<i>Town</i>	<i>Club</i>
	keep on file.	insurance as per Section 11 of this Agreement.

Indemnification and Insurance Requirements

- (a) The Club shall indemnify and save harmless the Town from any and all claims, demands, causes of action, loss, costs, expenses including reasonable legal fees or damages that the Town may suffer, incur or be liable for resulting from the negligence, acts or omissions, obligations or performance of the Club its directors, employees, volunteers, contractors and agents under this Agreement, or their failure to adhere to the terms and conditions set out in this Agreement or in relation to the use of the Soccer Fields and Facilities.
- (b) The Town shall indemnify and save harmless the Club from any and all claims, demands, causes of action, loss, costs, expenses including reasonable legal fees or damages that the Club may suffer, incur or be liable for resulting from the negligence, acts or omissions, obligations or performance of the Town its directors, employees, volunteers, contractors and agents under this Agreement.
- (c) The Club shall be responsible for securing and maintaining insurance coverage during the Term of this Agreement, as follows:
- (d)
 - i. Commercial General Liability insurance acceptable to the Town and subject to limits of not less than two million (\$2,000,000) per occurrence for bodily injury, death, damage to property and loss of use thereof.
 - ii. Such Commercial General Liability insurance coverage shall be in the name of the Club and shall name the Town of Niagara-on-the-Lake as an additional insured thereunder.
 - iii. The Club shall ensure evidence of insurance, in the form of a Certificate of Insurance, is provided to or made available to the Town upon execution of the Agreement, and annually thereafter on the renewal date, confirming such insurance policy is in good standing.
 - iv. As determined by the Town, the Club agrees that it may be required to increase the liability limits required or to provide and maintain additional insurance coverage related to the requirements of this Agreement. This notice is to be provided to the Club in writing prior to April 1, the annual insurance

renewal date.

- v. To provide and maintain, during the term of the Agreement, Broad Form Property insurance coverage for owned/leased property belonging to the Club. The Town shall not be responsible for loss or damage to owned/leased property belonging to the Club, its members and representatives. If requested by the Town, satisfactory evidence of such insurance coverage shall be provided.
- vi. The above insurance coverage shall contain an endorsement to provide the Town with thirty (30) days notice of any cancellation or material change to the coverage.

11. Entire Agreement & Province

The Parties agree that this Agreement, together with the Appendices, Forms the entire Agreement between the Parties and that this Agreement supersedes any previous terms, conditions, or agreements between the Parties, whether written or oral.

The Parties agree that this Agreement is in all respects entered into pursuant to the laws of the Province of Ontario.

IN WITNESS THEREOF the Parties hereto have executed this Agreement.

NIAGARA-ON-THE-LAKE CLUB

Carrie Plaskett,
Club President

Date

Martin Happer,
Club Vice President

Date

WE HAVE THE AUTHORITY TO BIND AND EXECUTE THIS AGREEMENT ON BEHALF OF THE CLUB.

TOWN OF NIAGARA-ON-THE-LAKE

Gary Zalepa,
Lord Mayor

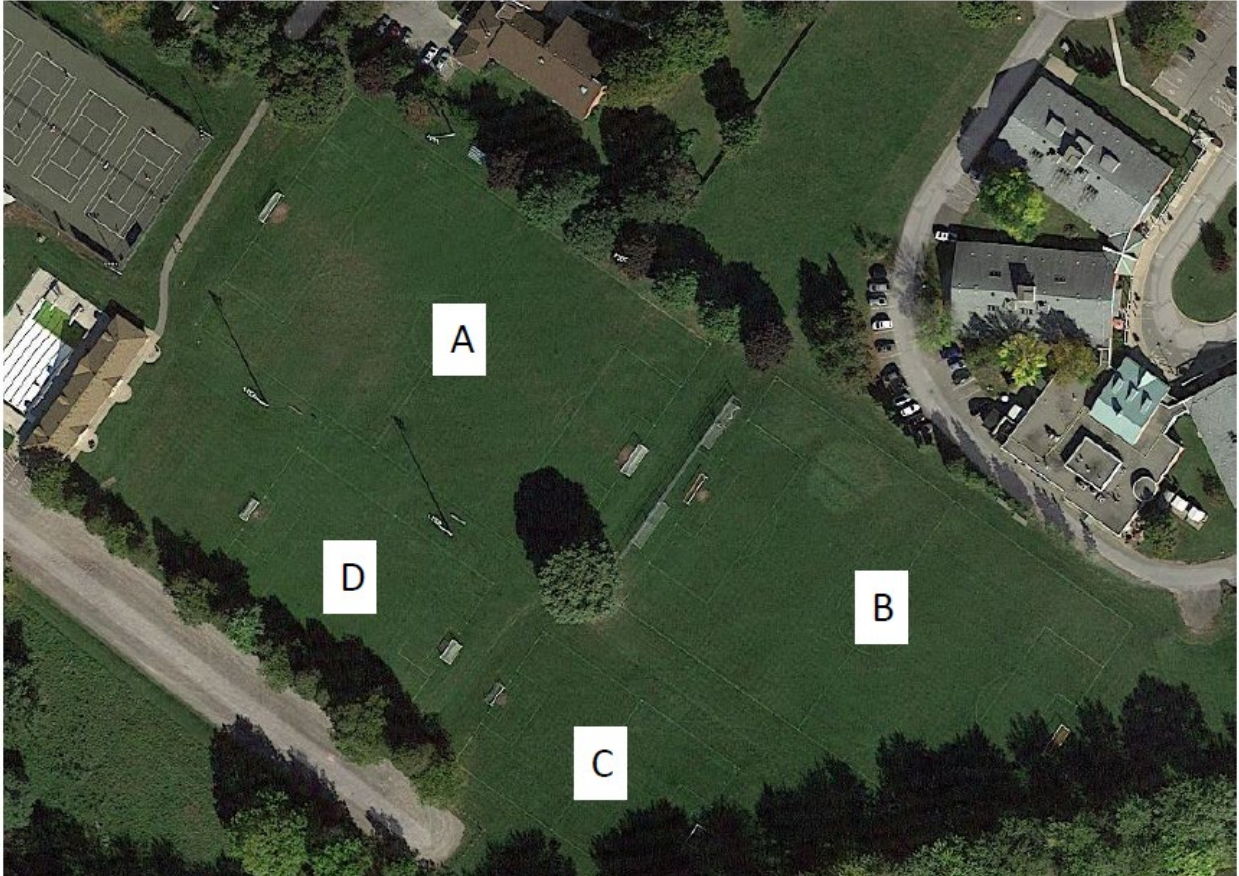
Date

Grant Bivol,
Town Clerk

Date

WE HAVE THE AUTHORITY TO BIND THE CORPORATION AND EXECUTE THIS AGREEMENT.

SCHEDULE A – Arial view of Memorial Park Fields



SCHEDULE B – Arial view of Virgil Sportspark Fields



SCHEDULE C – Current Board of Directors

Position	Name	Phone	Email
President			
Vice-President			
Secretary			
Treasurer			
Sponsorship Director			
Director			
Director			
Director			
Director			