



Report to: Committee of the Whole

Date of Meeting: June 27<sup>th</sup>, 2006

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**SUBJECT:** Shared Fields Agreement  
**PREPARED BY:** Paul Ingham, General Manager Operations, Ext 4852

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**RECOMMENDATION:**

THAT the Mayor and the Clerk be authorized to execute annual Shared Field Agreements, in a form satisfactory to the Commissioner of Community & Fire Services and the Town Solicitor, between the York Region District School Board and the Town of Markham.

**PURPOSE:**

To obtain authorization for the Mayor and Clerk to execute annual Shared Fields Agreements between the York Region District School Board and the Town of Markham, in a form satisfactory to the Town Solicitor.

**BACKGROUND:**

The York Region District School Board (YRDSB) has initiated the Shared Fields Agreement in order to provide for the use of Board fields by the Town and those wishing to obtain permits from the Town to do so.

**OPTIONS/ DISCUSSION:**

The use of permitted fields by York Region municipalities has resulted in higher levels of wear and tear on YRDSB fields than that which is reasonably expected when compared to similar facilities owned by the Board that are not permitted out. As a result of the excessive deterioration of the turf quality, the YRDSB has developed the Shared Fields Agreement to establish minimum maintenance standards to be undertaken on permitted fields by the municipality.

***Turf Maintenance Practices on Secondary School Fields***

The maintenance practices performed on YRDSB permitted fields varies significantly among the Region of York municipalities. The Town of Markham has been providing a relatively high level of maintenance on secondary school fields that either meets or exceeds the standards of care that have been established by the Board for their permitted fields. As a result, this new agreement will not have any impact on the resources required to maintain permitted secondary school fields or any financial implications.

***Turf Maintenance Practices on Elementary School Fields***

Presently the Town does not provide any turf maintenance for elementary school fields that are permitted by the Town for use by various sports groups. The original draft agreement required the Town to provide full turf maintenance on elementary school fields including grass cutting, fertilizing and aerating, over-seeding, etc. The Operations Department informed the YRDSB that the high

demand on elementary school fields throughout the year creates a situation where it is almost impossible for the Town (or the School Board) to undertake additional cultural practices at the appropriate times (i.e. spring and fall). Considering the high concentration of elementary students utilizing these fields before, during and after school, we do not believe that the rather limited permitting by the Town (less than 5% of our total permitted field hours) is a significant contributing factor to the poor condition of these fields. Furthermore the Operations Department advised that they would not be undertaking full turf maintenance responsibilities on elementary school fields.

The YRDSB has responded by advising the Town that they will be managing the maintenance and the issuance of all field permits on all elementary schools located in Markham. The Operations Department will continue to work on behalf of our permit holders with representatives of the YRDSB to facilitate an efficient transfer of existing field use permits, for elementary school fields, from the Town to the Board.

***Final draft of Shared Fields Agreement***

Operations Department staff have been working with representatives of the YRDSB and have resolved several outstanding issues with respect to maintenance schedules, notification, hours of operation, etc. and are satisfied with this draft version of the Shared Fields Agreement (see Attachment 'A').

The term of the attached agreement is for the 2006 season only. The Town will meet with representatives of the YRDSB in the fall of each year to determine field requirements for the upcoming season and amend the previous year's agreement accordingly. Once finalized the annual agreements will be forwarded to the Mayor's Office and Clerks Department for execution of the agreement.

**FINANCIAL CONSIDERATIONS:**

Not applicable

**FINANCIAL TEMPLATE (Separate Attachment):**

Not applicable

**ENVIRONMENTAL CONSIDERATIONS:**

Not applicable

**ACCESSIBILITY CONSIDERATIONS:**

Not applicable

**ENGAGE 21<sup>ST</sup> CONSIDERATIONS:**

Not applicable

**BUSINESS UNITS CONSULTED AND AFFECTED:**

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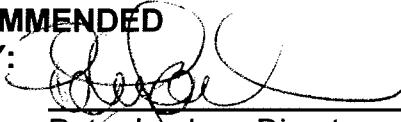
The Legal Services Department has been consulted in the preparation of the Shared Fields Agreement and this report.

**ATTACHMENTS:**

Attachment 'A' – Shared Fields Agreement (draft)

**RECOMMENDED**

**BY:**



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Peter Loukes, Director,  
Operations



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Jim Sales, Commissioner,  
Community & Fire Services

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**ATTACHMENT 'A'**

**PERMITTED FIELDS AGREEMENT**

THIS AGREEMENT made as of the 15th day of June, 2006.

B E T W E E N:

**CORPORATION OF THE TOWN OF MARKHAM**

Hereinafter called the "**Town**"  
OF THE FIRST PART

- and -

**THE YORK REGION DISTRICT SCHOOL BOARD**

Hereinafter called the "**Board**"

OF THE SECOND PART

WHEREAS the Town and the Board (hereinafter each a "**Party**" and collectively the "**Parties**") wish to enter into an agreement ("**Permitted Fields Agreement**") to provide for the use of Board playing fields by the Town and those wishing to obtain permits from the Town to do so;

AND WHEREAS the Parties have agreed that maintenance shall be governed by the agreement;

NOW THEREFORE in consideration of the mutual agreements set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

**1. USE OF FIELDS:**

- 1(a) The Board hereby grants the Town, and those receiving permits issued by the Town, the privilege and license to use certain playing fields owned by the Board during the period between May 15 and October 15 in each year of this Agreement (the "**Permitted Fields**"). For the first year of this Agreement, the Permitted Fields shall be those playing fields listed in Appendix B hereto.
- 1 (b) On or before January 1 of each year, the Town shall advise the Board, c/o Associate Manager of Education, Community and Leasing Services of which playing fields the Town wishes to use. All playing field

requirements must be submitted and reviewed by Board staff before approval of use. Once the playing fields have been reviewed the Board shall, by February 1 of each year, respond to the Town with an approved list of Permitted Fields for the ensuing year and Appendix B shall be deemed to have been amended accordingly.

- 1 (c) The Town, in cooperation with the Board shall maintain each Permitted Field in accordance with Board standards set out in Appendix "A-1" at the Town's sole expense. Notwithstanding the generality of the foregoing, such maintenance and repair shall include:

- Grass cutting and normal turf maintenance;
- Fertilizing and aerating;
- Overseeding;
- Field lining for permitted users only;
- Resodding repairs, as may be required from time to time.

When undertaking weed control and fertilizing by application of chemical and/or organic substances, the Town shall provide forty-eight hours prior written notice to the Board's Superintendent of Plant Services.

- 1(d) The Board maintains its unrestricted rights to use the Board playing fields on school days between the hours of 6:00 am and 6:00 pm. The Town shall have the right to use or issue, restrict or cancel permits for use of, any Permitted Field; (i) at anytime on a non-school day; or (ii) after 6:00 pm on any other day. Notwithstanding the foregoing, the Board shall, not later than June 30 in each year, advise the Town of its playing field requirements for July and August of each year and provided that the Board has not scheduled use of the Permitted Fields during the hours of 6:00 am and 6:00 pm, the Town shall be free to use, or issue permits for use of, any Permitted Field during the hours of 6:00am and 6:00 pm.

- 1 (e) Notwithstanding anything herein to the contrary, the Town acknowledges and agrees that if the Board in its sole discretion but acting reasonably, determines that the use of any Permitted Field by the Town has resulted in a higher level of wear and tear than that which is reasonably expected when compared to similar facilities owned by the Board, and concludes that any Permitted Field requires maintenance earlier than is specified in Appendix "B", then following reasonable written notice to the Town, the Permitted Field shall be removed from use, repaired and rested. Notwithstanding the foregoing, the Town shall have the option to remediate the Permitted Field at the Town's expense and thereby preserve its privilege to continue use of the Permitted Field without interruption.

- 1 (f) Prior to the commencing use of any Permitted Field, the Town shall provide the Board with copies of all use permits issued by the Town in order to provide the Board with the opportunity to monitor the load on the Permitted Field.

- 1 (g) The Board reserves the right to cancel any Town issued use permit for any Permitted Field upon 1 business days notice, due to adverse weather conditions. If the Town allows the permit to continue after said notice, the Town shall be responsible for the cost of repairing any resulting damage.

**2. OBLIGATIONS TO INDEMNIFY AND INSURE:**

- 2 (a) The Town shall indemnify and hold harmless the Board from and against any and all liability, loss, harm, or claims whatsoever arising out of the Town's use of any Permitted Field, and/or the Town having granted a use permit for any Permitted Field save and except to the extent that any such liability, loss harm or claims occur as a result of the negligence of the Board or its employees, agents, subcontractors and licensees.
- 2 (b) The Town shall throughout the entire term of this agreement, at its sole cost and expense, take out and keep in full force and effect public liability insurance naming the Board as a named insured. The aforesaid public liability insurance shall have limits of liability of not less than Five Million Dollars (\$5,000,000). Upon execution of this agreement, the Town shall provide the Board with a Certificate of Insurance with a No Cancellation clause therein.

**3. GENERAL:**

- 3 (a) The Town shall not install any service, structure, equipment or facility (an "**Improvement**") upon any Permitted Field or other lands and premises owned by the Board without the express written permission of the Board. The Town acknowledges and agrees that in the event that the Board shall permit the installation of any Improvement the Town shall be solely responsible for the cost thereof.
- 3 (b) This Agreement shall be enforceable by and against the parties herein, their successors and assigns.
- 3 (c) Nothing herein shall be construed as conferring upon a party any property rights in the land or premises herein.
- 3 (d) The Town and the Board confirms that the terms and provisions of this Agreement are intended to apply to the Permitted Fields only, and shall not be construed so as to create, either expressly or by implication, any agreement governing the use of any other fields in which the Town may have interest.
- 3 (e) The Town shall send to the Manager of Facility Services a two week schedule in advance of any maintenance performed by the Town on a Permitted Field with a confirmation of what maintenance has been performed in the previous two weeks. The Town, in conjunction with the principal of the affected school, may close a Permitted

Field for up to 24 hours to perform routine maintenance in order to keep the Permitted Field in a safe and playable condition.

- 3 (f) If the Town fails to maintain any Permitted Field in accordance with the maintenance program set out in Schedule "A" the Board may suspend the Town's right to use the Permitted Field for the ensuing year.
- 3(g) The Town shall have the right to terminate this Agreement in respect of any or all Permitted Fields at any time upon thirty (30) days written notice to the Board whereupon Schedule "B" shall be deemed to be amended accordingly or this Agreement shall be at an end as the case may be. The Town shall turn the Permitted Field back to the Board in the same condition as at the beginning of that year's season.

**4. NOTICE:**

- 4 (a) Any notice to be given pursuant to this Agreement shall, unless otherwise specified in the Agreement, be delivered or sent by registered letter or facsimile transmission to the Board and Town as follows:

Board: York Region District School Board

60 Wellington St West

Box 40

Aurora, Ontario

L4G 3H2

Telephone: (905) 727-0022 ex. 2394 Facsimile: (905) \_\_\_\_\_

Attention: Associate Manager of Education, Community and Leasing Services

Town: Town of Markham

101 Town Centre Boulevard

Markham, Ontario, Ontario

L3R 9W3

Telephone: 905-475-4852 Facsimile: 905-940-1550

Attention: General Manager, Operations

or to such other address as the parties may respectively from time to time advise in writing, and any such notice, if mailed, shall be conclusively deemed to be received by the other party five (5) business days after the date of mailing thereof, or upon receipt of transmission of a facsimile, unless such facsimile is transmitted after 4:30 p.m., in which case, it shall be deemed to have been received on the next business day.

## 5. COUNTERPARTS/FACSIMILE

- 5 (a) This Agreement may be executed by facsimile, and in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have hereunto duly attested by the hands of the proper signing officers in that behalf.

**York Region District School Board**

Per:

Name and Title	A.S.O.
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Name and Title	A.S.O.
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**Corporation of the Town of**

Per:

Name and Title	A.S.O.
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Name and Title	A.S.O.
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**Appendix "A-1"**  
**York Region District School Board**  
**School Playing Fields**  
**Secondary Athletic Field Maintenance Plan**

Month
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Description	Comments	A	M	J	J	A	S	O	N
Grass Cutting	Grass may not be cut less than 1 inch cut on average.		*	*	*	*	*	*	
Aerating	Use of core type aerator, break up and redistribute cores (two directions)		*				*		
Fertilizing	Apply 4:2:2 or 5:1:2 @ 12 kg N/ha (0.25 lbs/1000 sq ft) in each direction. At least ½ the nitrogen should be in slow release.		*					*	
Overseeding	Use premium sports turf mixture		*					*	
Topdressing	Drag mat in two directions. Seed mixture depends on existing soil, drainage, and use.		*					*	
Field Lining	Done in spring and maintained throughout season		*	*	*	*	*	*	

Grass Cutting:

To be cut on a two week schedule as a minimum.

Aerating:

The field is to be aerated once in May and once in September.

Fertilizing:

Apply the fertilizer in accordance with the above recommendations once in May and October.

Over seeding:

The field will be seeded once in May and again in October

Top Dressing:

The field will be top dressed once in May and again in October, as required in high traffic areas, typically goal mouths and center field.

Field Lining:

The field lining will be maintained throughout the season.

## Appendix B

[illegible]