

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 04-204

**BEING A BY-LAW TO AUTHORIZE AN AGREEMENT WITH THE
COMMUNITY COUNSELLING & RESOURCE CENTRE TO PROVIDE THE
EMERGENCY ENERGY FUND TO RESIDENTS IN THE CITY AND COUNTY
OF PETERBOROUGH.**

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

1. That the Mayor and the Clerk be and they are hereby authorized to execute an Agreement between The Corporation of the City of Peterborough and Community Counselling Resource Centre in the form attached hereto as "Schedule A", and to affix the seal of the Corporation thereto.

By-law read a first and second time this 22nd day of November, 2004

By-law read a third time and finally passed this 22nd day of November, 2004

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

SCHEDULE "A"

A G R E E M E N T made this XX day of XXX, 2004

B E T W E E N :

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter called the "City"

OF THE FIRST PART

- and -

COMMUNITY COUNSELLING AND RESOURCE CENTRE

hereinafter called the "Manager"

OF THE SECOND PART

WHEREAS the Manager, through its Housing Resource Centre, administers emergency energy assistance to residents of the City and County of Peterborough

AND WHEREAS, under the Emergency Energy Fund (Ontario), the City, as the Consolidated Municipal Service Manager, wishes to enter into this agreement with the Manager to provide funding for the Emergency Energy Fund (EEF) in accordance with the mandate Ministry of Community and Social Services (MCSS);

NOW THEREFORE the parties hereto mutually covenant and agree as follows:

1. The Manager shall administer the Emergency Energy Fund in accordance with the Service Description Schedule as outlined by MCSS.
2. This agreement shall be in force from the the 1st day of December ,2004 until the 31st day of March, 2005 or upon the Manager ceasing to meet the requirements of this agreement in respect of the Emergency Energy Fund. This agreement may be renewed on the mutual agreement of the parties.
3. Notwithstanding paragraph 2, the City may terminate this agreement forthwith in the event that the Manager makes an assignment in bankruptcy, or if a Receiver is appointed by the creditors of the Manager.
4. The City shall provide to the Manager funding for the emergency Energy Fund in the amount of twenty-one thousand, five hundred and eighty dollars (\$21,580.00).

5. The Manager shall make available to the City such detailed records or information relating to this agreement as may be deemed necessary by the City from time to time, and shall provide to the City, on or before the fifteenth of each month, a full report of the moneys disbursed and service specific data. Service specific data requirements are outlined in the MCSS Service Description Schedule

6. In addition, the Manager shall provide to the City an annual financial statement, which contains a revenue line reflecting the funds received from the City of Peterborough. If the Manager receives funding from the City under more than one program, the statement shall provide a breakdown of the funds received from the City of Peterborough in the financial statement notes. The financial statement shall be submitted no latter than ninety (90) days after the Manager's fiscal year end, and, in the event that funding from the City during the year is in excess of Twenty Thousand Dollars (\$20,000), the financial statements shall have been audited.

7. The Manager shall indemnify and save the City harmless from any and all actions, claims, demands, expenses or costs made or brought against the City by any person or persons in respect of damages caused by any act or omission of the Manager, or any of its employees or agents, in the administration of the Emergency Energy Fund pursuant to this agreement.

8. The Manager agrees to acknowledge sponsorship by the Social Services Department of the City in promotional materials, promotional presentations and client service encounters.

9. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.

SIGNED, SEALED AND DELIVERED)	THE CORPORATION OF THE
in the presence of:)	CITY OF PETERBOROUGH
)	
)	_____
_____)	Sylvia Sutherland, Mayor
)	
)	_____
_____)	Nancy Wright-Laking, Clerk
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COMMUNITY COUNSELLING
AND RESOURCE CENTRE

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Name:
Office

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Name:
Office