

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 05-048

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT
BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND
1392631 ONTARIO INC. (Beavermead Park)**

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

1. That the Mayor and Clerk be hereby authorized to execute an agreement between the Corporation of the City of Peterborough and 1392631 Ontario Inc. in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first and second time this 21st day of March, 2005

By-law read a third time and finally passed this 21st day of March, 2005

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

A G R E E M E N T made this 1st day of March, 2005.

B E T W E E N :

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter called the "City"

OF THE FIRST PART

- and -

1392631 ONTARIO INC.

hereinafter called the "Contractor"

OF THE SECOND PART

WHEREAS the City wishes to grant to the Contractor the right to manage the camp grounds within Beavermead Park, in the City of Peterborough, upon the terms and conditions hereinafter contained;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1.00 GRANT OF RIGHTS

1.01 The City hereby grants to the Contractor the right to operate the camp grounds within Beavermead Park, between the first day of May and Thanksgiving Day in each year during the term of this agreement, in accordance with the description of operations contained in Schedule "A" hereto and forming part of this agreement.

1.02 The Contractor shall operate within the limits shown on a map attached hereto as Schedule "B", and in accordance with any directions or specifications shown thereon.

2.00 TERM

2.01 This agreement shall commence on the first day of May, 2005, and be fully complete on the day after Thanksgiving Day, 2009.

3.00 COMPENSATION AND SECURITY

3.01 The Contractor shall pay annual compensation to the City for the operations, in the amount of Forty Thousand, Seven Hundred and One Dollars (\$40,701.00), which compensation shall be paid as follows:

- (a) Nine Thousand, Five Hundred Dollars (\$9,500.00) shall be paid on or before May 1st;

(b) Nine Thousand, Five Hundred Dollars (\$9,500.00) shall be paid on or before July 1st; and

(c) The remaining Twenty-One Thousand, Seven Hundred and One Dollars (\$21,701.00) shall be paid on or before September 1st.

3.02 The compensation payable pursuant to paragraph 3.01 hereof shall be increased for the calendar years 2008 and 2009 by the percentage increase in the Consumer Price Index for January of each such year over the Index for the month of January, 2007.

3.03 If required by the City, the Contractor shall provide security for the payment of the compensation, in the form of an irrevocable letter of credit or a cash deposit, to the satisfaction of the City Solicitor.

4.00 FEES FOR SERVICES

4.01 The Contractor shall, during the term of this agreement, not charge fees in excess of the following fees, exclusive of GST. The Contractor may, at his or her discretion, charge fees which are less than the fees hereinafter stated:

Group Camping (non-profit)	\$ 5.00 per person
Non-hydro site per night	\$ 25.00
Hydro site per night	\$ 30.00
Non-hydro site per season	\$1,200.00
Hydro site per season	\$1,800.00

4.02 For the years 2008 and 2009, the maximum fees may increase by the same percentage increase as that which is applicable to the compensation payable to the City, as provided in paragraph 3.02 hereof.

5.00 GENERAL CONDITIONS

5.01 The Contractor shall operate the camp ground in a safe, responsible and courteous manner, and in accordance with the provisions Schedule "A" attached hereto, including all routine maintenance of equipment and facilities as outlined therein. Specifically, the washroom located within the camp ground shall be maintained by the Contractor at his expense, and shall be available at all times for day users of Beavermead Park, including the sports fields. The Contractor acknowledges that Beavermead Park is a municipally owned public facility, and a consistently high standard of service and public relations must be provided by the Contractor and his or her staff at all times. The Contractor also warrants that any person employed by the Contractor in the operation of the camp ground shall be of clean appearance, good deportment,

satisfactory physical capacity, and able to deal courteously with the public. No person who has been found unsuitable, in the opinion and at the sole discretion of the Manager of Public Works and/or his designate, shall be employed by the Contractor in connection with this agreement.

5.02 Notwithstanding paragraph 5.01, the City shall perform the following work, at no expense to the Contractor:

- (a) Any necessary maintenance of trees;
- (b) Opening and closing the camp ground, including semi-annual servicing of water, electrical, and sewage systems; and
- (c) Any major capital repair necessitated to the water, electrical or sewage systems.
- (d) Collection and disposal of garbage and recyclable materials from a designated central depot within the camp ground.

5.03 The Contractor shall furnish any and all materials and equipment necessary for the satisfactory fulfilment of the operations, as outlined in Schedule "A" hereto.

5.04 The Contractor agrees that, at his or her expense, all employees of the Contractor shall be covered pursuant to the provisions of the *Workplace Safety and Insurance Act* of the Province of Ontario. The Contractor shall maintain his or her registration with the Workers Compensation Board in good standing, and shall provide to the City certificates of such registration continuously throughout the term of this agreement.

5.05 The Contractor shall employ only properly trained personnel and shall comply with all fair wage practices and other employment standards prescribed by law.

5.06 The Contractor shall obtain any licences or approvals from the City or other regulatory agencies, which may be required for the carrying on of the Contractor's business within Beavermead Park.

5.07 The Contractor shall pay all utility charges for electrical or water services with respect to any of the Contractor's operations within Beavermead Park throughout the operating period May 1st to Thanksgiving Monday, inclusive.

6.00 CANCELLATION AND TERMINATION

6.01 Any breach or default of any of the covenants and agreements herein contained or any failure on the part of the Contractor to perform in a manner satisfactory to the City, (including non-payment of compensation) shall result in the immediate termination of this

agreement. On any such termination, any arrears of compensation owing shall immediately become due and payable and the Contractor may be removed from possession without notice and shall not be entitled to any claim against the City for such removal nor to any refund or compensation therefor.

6.02 If the Contractor should die during the term of this agreement, the City shall have the option of terminating this agreement forthwith, and shall refund to the Contractor's estate a proportional amount of the compensation paid.

6.03 In the event of damage to the facilities by fire, lightning or tempest which makes repair of the facilities within thirty (30) days impossible, the City may terminate this agreement upon written notice to the Contractor, and each party shall be released from further obligations hereunder.

6.04 In the event of the bankruptcy of the Contractor prior to the expiration of the term of this agreement, this agreement shall become null and void and the premises shall be delivered up to the City. Any amount paid or payable by the Contractor shall be apportioned to the date of bankruptcy.

7.00 INDEMNITY

7.01 The Contractor shall indemnify and save harmless the City from all actions, suits, claims and demands whatsoever arising by reason of the injury or death of any person, or damage to any property, resulting from the operations of the Contractor in accordance with this agreement.

8.00 INSURANCE

8.01 The Contractor shall, at his or her own expense, obtain and maintain public liability and property damage insurance in the minimum amount of Two Million Dollars (\$2,000,000.00). Such insurance policy shall name the City as an additional insured, and shall contain a cross liability endorsement. The Contractor shall provide a certificate of insurance, confirming the above-mentioned coverage.

9.00 INTERNET WEB SITE

9.01 The Contractor may create an internet web site in order to promote the campground, in so doing, may make use of the words "Beavermead.com", which are owned by the City. The site shall be created at the sole expense of the Contractor. The Contractor agrees

SCHEDULE AA@

1. NATURE OF OPERATIONS

CAMPING OPERATION

A total of 97 designated sites are available for camping activities. Of this total, 50 are serviced with on site potable water and 30 amp electrical service. Campsites are to be managed so as to make available a minimum of 20 serviced and 25 non-serviced campsites for transient occupation with the balance available for seasonal use.

No camper units are to remain in the Park following Thanksgiving Monday or before May 1 of the following year.

2. MAINTENANCE REQUIREMENTS

a) General

The Contractor shall maintain within the property (Schedule B), facilities, site amenities and grounds which include the following:

- ! campground roadways
- ! campsites
- ! campground washroom
- ! campground administration building
- ! turf areas in the campground
- ! picnic tables
- ! Park lights in the campground

b) Turf Culture

- ! frequency of cutting throughout growing season - annually, expected between 20-24 times
- ! maintain heights of 2" minimum and 4" maximum
- ! regular trimming and edging around structures, walkways and trees so as to provide a neat and tidy appearance

c) Garbage and Litter Removal

- ! provide regular clean up of garbage and refuse from the property
- ! site will require daily clean up of any and all litter including perimeter property boundary areas - including sweeping of all hard surface areas (weekly)
- ! place litter and garbage in designated locations to be collected and disposed of by the City
- ! containers to be washed and painted as required
- ! containers to be serviced with sufficient frequency to avoid overflowing or spilling
- ! conform with such recycling operating procedures as the Public Works Division may direct

d) Parking Lot/Access Road

- ! provide a clean, well kept camping access road clear of any obstructions
- ! apply calcium chloride as required to control dust to gravel roadways
- ! sweep asphalt access road to clear away scattered or accumulated stone and dirt

e) Campground Washroom

- ! supply materials and services to provide a clean, serviceable washroom for both public and camper needs
- ! washroom will require daily cleaning and disinfecting and restocking with paper and soap as required
- ! floor areas will require daily sweeping and washing
- ! light fixtures will require regular inspection and replacement of luminaries

f) Picnic Tables

- ! City will provide 97 picnic tables for the campground
- ! inspect and make repairs to tables on a regular basis
- ! stain a minimum of 25% of all picnic tables annually

g) Park Lights

- ! daily, inspect all exterior camper lights
- ! replace luminaries as required

3. CAMPER CONDUCT

The Contractor shall submit for approval by the Manager of Public Works a protocol outlining all rules and regulations pertaining to camper conduct. As a minimum, campers conduct shall conform with all Municipal by-laws and Provincial and Federal statutory regulations. Campers shall be entitled to only one registered vehicle per site. Additional vehicles must be parked on the day use parking area along the front of the Park.

4. DAY USE ACTIVITIES

Day use for athletics and picnics access the Park from the campground kiosk and from time to time may be permitted vehicular access by authorized personnel. The Contractor shall enforce day use vehicle access protocol as directed by the Manager of Public Works. Conduct in dealing with day uses shall be appropriate and courteous so as to establish a positive rapport between the Contractor and all patrons of the Park.