

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**BY-LAW NUMBER 06-065**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A JOINT USE AGREEMENT FOR ATHLETIC SPORT FIELDS BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND THE PETERBOROUGH VICTORIA NORTHUMBERLAND AND CLARINGTON CATHOLIC DISTRICT SCHOOL BOARD**

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

1. That the Mayor and the Clerk are hereby authorized to execute an Agreement between the City of Peterborough and the Peterborough Victoria Northumberland And Clarington Catholic District School Board , in the form attached as Schedule "A", and to affix the seal of the Corporation thereto.

By-law read a first, second and third time this 1<sup>st</sup> day of May, 2006

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, Clerk

## SCHEDULE "A"

**A G R E E M E N T** made this 1<sup>st</sup> day of May, 2006

**B E T W E E N :**

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

hereinafter called the "City"

OF THE FIRST PART

- and -

**PETERBOROUGH VICTORIA NORTHUMBERLAND AND CLARINGTON  
CATHOLIC DISTRICT SCHOOL BOARD**

hereinafter called the "Board"

OF THE SECOND PART

WHEREAS the City and the Board have agreed that each may make certain use of sport fields owned by the other, on the terms and conditions hereinafter contained;

AND WHEREAS the Board and the City will cooperate with each other in the future, in an effort to develop new facilities and improve existing ones, wherever possible;

AND WHEREAS the parties shall meet in February and November of each year to review field allocations, capital work initiatives and any other issues in relation to this agreement;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. (a) Subject to subparagraphs (b) and (c), the City shall have the use of the sport fields owned by the Board and identified in Schedule "A" attached hereto, from May 1<sup>st</sup> until November 10<sup>th</sup>, from 6:00 p.m. until dusk, Monday to Friday, and 8:00 a.m. until dusk, Saturday and Sunday.
- (b) The City agrees to provide notice in writing to the Board, on or before April 1<sup>st</sup> in each year of the days and times the City wishes to use the Board's sports fields.

- (c) The City acknowledges that, notwithstanding the rights granted to the City herein, the Board may schedule special events on any sport field owned by the Board during a period for which use has been granted to the City under this agreement, by providing at least fourteen (14) calendar days written notice to the City and the City will yield to such special events.
- 2.
  - (a) Subject to subparagraphs (b) and (c), the Board shall have the use of the sport fields owned by the City and identified in Schedule "A" attached hereto, from 9:00 a.m. to 6:00 p.m., Monday to Friday, during the school term.
  - (b) The Board shall submit to the City a request in writing with respect to any intended use of the City's sport fields, which request shall be granted, subject to availability.
  - (c) The Board and the City acknowledge that the party's sport fields may be unavailable due to major renovations or repairs, or prior scheduled activities.
- 3. The City shall be responsible for all scheduling of activities, issuing of permits, and liaison with community sport organizations with respect to the City use of the Board's sport fields.
- 4. The sport fields are only to be used for educational, athletic and/or recreational purposes consistent with the design and use of the sport field. Use of the sport fields shall include the use of sports fixtures (e.g. screens, goal posts) and washrooms, where applicable, when weather permits them to be functional, but does not include the use of sports equipment chattels ( e.g. nets, bags, balls, bats).
- 5. Each party shall ensure that, when it is making use of sport fields owned by the other party, recyclables and garbage are placed in appropriate containers and not left strewn around the sport field. The provision of adequate containers for recyclables and garbage and the emptying of same is the responsibility of the owner of the sport field.

6. The City and the Board agree that neither party will pay any charge to the other party with respect to the use of the sport fields, pursuant to this agreement.
7. The City and the Board agree that each party shall be responsible for field maintenance of its own sport fields. Each party, at its own expense, agrees to maintain its own sport fields throughout the year, including turf maintenance, grass cutting and repair of damage, as required.
8. The City and the Board agree to notify each other promptly in the event that any of the sport fields listed in Schedule "A" and "B" hereto are to be unavailable due to major repairs or renovations.
9. When using a sport field of the other party, each party agrees:
  - (a) to provide adequate supervision for the participants and spectators to ensure that activities are safely carried out and vandalism prevented.
  - (b) any loss, injury or potential claim is to be reported in writing to the owner of the sport field on the day of the occurrence or the next day the head office of the City or the Board is open.
  - (c) abide by all the rules, regulations and policies of the owner of the sport field.
10. Each party to this agreement shall be solely responsible for any claims which may arise during its use of the sport field and hereby indemnifies and saves harmless the other party of and from all claims, demands, actions and costs incidental thereto, that may be made or instituted by any person or persons with respect to damages or injuries that may be sustained to person and/or property arising out of the use of the sport field.
11. The owner of the sport field shall arrange and maintain, at all times, adequate insurance coverage to protect both parties. Each party agrees to advise their respective insurers of the usage contemplated by this agreement, and to name the other party as an additional insured. Each party further agrees to sign any documentation reasonably required by the respective insurers to ensure both parties are protected, and to provide each other with a certificate of insurance.

12. Any matter in difference between the parties in relation to this agreement shall be resolved by the Board and the City. If the parties cannot resolve the difference each of the said parties shall appoint one arbitrator and the arbitrators shall meet and appoint a third arbitrator as Chairperson before they enter upon the business of arbitration. The appointment, award and determination of the arbitrator, or the majority of the arbitrators, as the case may be shall be binding upon both parties and their respective heirs, executors, administrators and assigns. If either of the parties and/or their respective arbitrators do not proceed expeditiously to resolve the difference within thirty (30) days of the naming of the first arbitrator, it is hereby agreed that the party not proceeding expeditiously in good faith shall be responsible for all costs including all resultant legal fees for both parties.

13. Written notification to the parties shall be sufficiently delivered to the parties if mailed by prepaid registered mail to the City at:

Recreation Division  
500 George Street North  
Peterborough, Ontario K9H 3R9  
Facsimile Number: 748-8824

or to such other address as the City may advise the Board by notice in writing;  
and to the Board at:

1355 Lansdowne St. West  
Peterborough, Ontario K9J 7M3  
Facsimile Number: 748-4293

14. Either party may terminate this agreement as of December 31<sup>st</sup> in any year, by providing thirty (30) days prior written notice to the other party.

15. This agreement and everything contained herein shall be binding upon the parties hereto, and their respective successors and permitted assigns.

SIGNED, SEALED AND DELIVERED	)	THE CORPORATION OF THE
in the presence of:	)	CITY OF PETERBOROUGH
	)	
	)	
	)	_____
	)	Sylvia Sutherland, Mayor
	)	
	)	_____
	)	Nancy Wright-Laking, Clerk
	)	
	)	PETERBOROUGH VICTORIA
	)	NORTHUMBERLAND AND
	)	CLARINGTON
	)	CATHOLIC DISTRICT SCHOOL
	)	BOARD
	)	
	)	_____
	)	Name: John Mackle
	)	Office: Director of Education
	)	
	)	_____
	)	Name: Stephen MacPhee
	)	Office: Manager of Purchasing,
	)	Planning, Facility
	)	Administration