

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 07-142

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN
AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF
PETERBOROUGH AND THE CORPORATION OF THE COUNTY
OF PETERBOROUGH**

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 The Corporation of the County of Peterborough in the form attached hereby as Schedule A, and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 1st day of October, 2007

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

A G R E E M E N T made this day of September, 2007.

B E T W E E N :

THE CORPORATION OF THE COUNTY OF PETERBOROUGH

hereinafter referred to as the "County"

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter referred to as the "City"

OF THE SECOND PART

WHEREAS, by a Consolidated Municipal Service Management Agreement covering the period January 1, 2004 to December 31, 3008 (the "CMSM Agreement"), the County and the City have provided for the administration and management of various services provided to both the County and the City;

AND WHEREAS, pursuant to the said agreement, the County has responsibility for the administration and management of the Peterborough County City Land Ambulance;

AND WHEREAS the County has purchased the property municipally known as 310 Armour Road, Peterborough, Ontario (the "EMS Base Property"), to be used in part as the headquarters for the land ambulance service (the "EMS Base");

AND WHEREAS the use of the EMS Base Property for the EMS Base, serving both the County and the City, is deemed to be a lawful purpose of the City of Peterborough, for the purposes of the Zoning By-law of the City of Peterborough;

AND WHEREAS the parties wish to acknowledge that, although the title to the EMS Base Property will be registered in the name of the County, both the County and the City have a direct interest in the real property, as hereinafter set forth;

NOW THEREFORE THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

1.00 OWNERSHIP OF THE EMS BASE PROPERTY

1.01 The parties confirm that the County will hold title to the EMS Base Property as trustee for both the County and the City, as hereinafter set forth.

1.02 The parties agree that their respective percentage interest in the EMS Base Property shall be determined at any given time, on the proportion of the cost of financing the purchase of the EMS Base Property which has been borne by each of the parties. The parties specifically acknowledge that a portion of the EMS Base Property, comprising approximately 6,000 square feet, will be used exclusively by the County for its own purposes, and the appropriate portion of the financing cost shall be paid by the County alone, unless or until the said portion is used as part of the EMS Base. The County and City's share of the financing cost for the portion of the EMS Base Property used as the EMS Base shall form part of the annual operational budget for the land ambulance service.

2.00 MANAGEMENT OF THE EMS BASE PROPERTY

2.01 The parties acknowledge that the County will be responsible for the day-to-day operation and maintenance of the EMS Base Property.

2.02 The County, as registered owner of the EMS Base Property, shall not take any action which affects the title to the EMS Base Property, such as the sale or encumbering of the property, or carry out any addition to the premises, without first having received the approval of the City. Such approval shall include any necessary arrangements for the division of proceeds of sale in accordance with the proportionate ownership of the EMS Base property, or the financing of the cost of any deficit resulting from such sale, or the cost of any such addition to the premises, as required.

3.00 DISPUTE RESOLUTION

3.01 If, at any time during the term of this agreement, any dispute, difference or question shall arise between the parties in connection with any of the matters covered by this agreement, such dispute, difference or question shall be determined in the same manner as is set forth in the CMSM Agreement.

4.00 EFFECTIVE DATE AND TERMINATION

4.01 The provisions of this agreement shall come into force on the day upon which title to the EMS Base Property is registered in the name of the County.

4.02 This agreement may not be terminated by either party except in accordance with the CMSM Agreement.

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

SIGNED, SEALED AND DELIVERED)
in the presence of:)

**THE CORPORATION OF THE
COUNTY OF PETERBOROUGH**

Ron Gerow, Warden

Lynn Clark, Clerk

**THE CORPORATION OF THE
CITY OF PETERBOROUGH**

D. Paul Ayotte, Mayor

Nancy Wright-Laking, Clerk