

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**BY-LAW NUMBER 08-136**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND THE PETERBOROUGH RUGBY UNION FOOTBALL CLUB FOR IMPROVEMENTS TO NICHOLL'S OVAL PARK RUGBY PITCH ON ARMOUR ROAD**

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

1. That the Mayor and City Clerk be hereby authorized to execute an agreement between The Corporation of the City of Peterborough And the Peterborough Rugby Union Football Club for improvements made to the Nicholl's Oval Park rugby pitch on Armour Road, 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 11<sup>th</sup> day of August, 2008

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

**AGREEMENT** dated this \_\_\_\_ day of \_\_\_\_\_ 2008,

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

**THE CORPORATION OF THE CITY OF PETERBOROUGH**  
(the "City")

and

**PETERBOROUGH RUGBY UNION FOOTBALL CLUB INC.**  
(the "Club")

**WHEREAS** the City and the Club have agreed to undertake mutually beneficial cost-sharing and facility-sharing arrangements related to the recreational premises owned by the City, known as Nicholl's Oval Park, located on Armour Road in the City of Peterborough, and comprising one rugby field with spectator seating and a utility building for use and storage (collectively, the "Nicholl's Oval Rugby Field");

**AND WHEREAS** the Club has advised the City that it is duly incorporated under the laws of the Province of Ontario;

**AND WHEREAS** the Club is the principal occupant and user of the Nicholl's Oval Rugby Field;

**AND WHEREAS** the Club coordinates the scheduling of activities and utilization of the Nicholl's Oval Rugby Field;

**AND WHEREAS** the Club has desires to carry out certain improvements to the Nicholl's Oval Rugby Field, namely, the installation of additional seating and certain irrigation works;

**AND WHEREAS** the City and Club recognize and desire that the completion of the irrigation and seating improvements will enhance the Nicholl's Oval Rugby Field for use by other recreational users;

**AND WHERAS** the City and the Club desire to confirm the continuation of their relationship with respect to the use of the Nicholl's Oval Rugby Field in accordance with the terms and conditions set out herein;

**NOW THE PARTIES AGREE AS FOLLOWS:**

1. The City shall perform the work necessary to install an irrigation system and additional bleachers, with a seating capacity of not less than one hundred (100) people, at the Nicholl's Oval Rugby Field;
2. As a condition of the Club's use of the Nicholl's Oval Rugby Field commencing in 2009, the Club shall pay to the City, on or before 15 December 2008, the full cost of the above-mentioned work;
3. During the term of this agreement, and subject to the terms contained herein, the Club shall enjoy the quiet possession of the Nicholl's Oval Rugby Field, and shall have the full and exclusive use of Nicholl's Oval Rugby Field for the purpose of rugby, including regular play, practice and special events. The Club further agrees to:
  - a. Abide by the City's policies, as amended from time-to-time, concerning the use of its recreational properties; and
  - b. Subject to the Club's use and the aforementioned City policies, reasonably permit the use of the Nicholl's Oval Rugby Field, by other recreational users, as scheduled by the City.
4. This agreement shall commence on 11 August 2008, and shall continue in full force and effect until 30 November 2013, provided that either party may, in the following

circumstances, terminate the agreement:

- a. The Club may, provided it has fulfilled all its obligations as contained herein, terminate this agreement by giving written notice to the City Clerk on or before 31 December in any year, in which case the termination shall be effective as of 31 December in that year; or
  - b. The City may, provided the Club is in default of its obligations as contained herein, and further provided that such default has not been rectified by the Club within a period of SIX (6) MONTHS after the City has provided written notice of such default to the Club, terminate this agreement forthwith receiving upon provided written notice of the termination.
5. The Club is hereby deemed to be an “occupier” of the Nicholl’s Oval Rugby Field for the purposes of the ***Occupiers Liability Act***.
6. The recitals contained in this agreement are true and they form part of this agreement and may be relied upon by either party in any legal proceeding.

**IN WITNESS WHEREOF** the City and the Club have set their respective hands.

SIGNED, SEALED AND DELIVERED	)	<b>THE CORPORATION OF THE CITY OF PETERBOROUGH</b>
	)	
	)	
	)	
	)	_____
	)	D. PAUL AYOTTE
	)	MAYOR
	)	
	)	
	)	_____
	)	NANCY WRIGHT-LAKING
	)	CITY CLERK
	)	
	)	
	)	<b>PETERBOROUGH RUGBY UNION FOOTBALL CLUB INC.</b>
	)	
	)	
	)	_____
	)	Name:
	)	Office:
	)	I/We have authority to bind the
	)	Corporation
	)	
	)	
	)	_____
	)	Name:
	)	Office:
	)	I/We have authority to bind the
	)	Corporation