

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**BY-LAW NUMBER 08-157**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN  
AGREEMENT WITH OTONABEE REGION CONSERVATION  
AUTHORITY**

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 Otonabee Region Conservation Authority 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 6<sup>th</sup> day of October, 2008

(Sgd.) Henry Clarke, Deputy Mayor

(Sgd.) Leigh Doughty, Deputy Clerk

A G R E E M E N T made this                      day of October, 2008.

B E T W E E N :

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

hereinafter referred to as the “City”

OF THE FIRST PART

- and –

**THE OTONABEE REGION CONSERVATION AUTHORITY**

hereinafter referred to as the “Authority”

OF THE SECOND PART

WHEREAS the Authority is the owner of the lands and premises described in Schedule A attached hereto, and hereinafter referred to the “ORCA Lands”;

AND WHEREAS, pursuant to an agreement dated February 4, 1988, the City has used the ORCA Lands for park, recreational and conservation purposes;

AND WHEREAS the parties wish to extend the agreement, on the terms and conditions hereinafter set forth;

NOW THEREFORE THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

1. The City will maintain the ORCA Lands for park, recreational and conservation purposes only, and shall provide all the necessary administration, supervisory, accommodation and maintenance in connection therewith, at its own expense, during the term of this agreement. The standard of maintenance and supervision for such purposes shall be mutually agreed upon between the Authority and the City, and may be reviewed by both parties from time to time. In addition, the parties hereby specifically acknowledge that the Whitla property has been, and will continue to be, used by the Naval Association for a parking lot.
2. This agreement shall remain in full force and effect from the date of signing until December 31, 2027, and may thereafter be renewed for a further term of 20 years, upon written notice by either party to the other.

Notwithstanding this, the agreement may be terminated by either party giving

written notice of termination to the other, in which case the agreement will be terminated, effective as of the date specified in such notice, which date shall not be sooner than thirty (30) days after the date of the notice.

3. No temporary or permanent buildings shall be erected or placed on the ORCA Lands without first obtaining the consent, in writing, of the Authority, both as to location and type of building.

4. Any plans for development of any nature by the City on any of the ORCA Lands shall be submitted to the Authority for its approval in writing, which approval must be obtained prior to the commencement of any such development. If such approval is granted by the Authority, all costs of development and maintenance shall be borne by the City. In the event that the City fails to complete any such development which it commences, the City shall bear all costs to return the lands to their original state or condition.

5. The City may not lease or otherwise dispose of the ORCA Lands, or permit concessionaires to carry on business on the ORCA Lands, without the prior written approval of the Authority.

6. The Authority shall retain control of all aspect of river channels, flood control, river protection, erosion control and dams and water frontages, and the City shall not interfere with the carrying out of such works as are necessary for these projects. The City shall not alter or change any water frontages or carry out any work along such frontages without prior written approval from the Authority.

7. The Authority shall not be responsible for the payment of any municipal taxes, including local improvements or other charges levied against the ORCA Lands, during the currency of this Agreement.

8. The City covenants and agrees to indemnify and save harmless the Authority of and from any and all manner of claims, damages, loss, costs or charges whatsoever occasioned to or suffered by or imposed upon the Authority or its property, either directly or indirectly, in respect of any matter of thing in consequence of, in connection with or arising out of the City's use, occupancy or development of the ORCA Lands, or out of any operation connected therewith or

in respect of any accident, damage or injury to any person, animal or thing by, from or on account of the same. The City covenants that the indemnity herein contained shall extend to all damages and claims for damages by reason of improper or faulty erection or construction of structures hereafter erected or installed on the ORCA Lands or in connection therewith by the City, its servants or agents and by reason of any insufficiency in such structures and whether or not same have been approved by the Authority, its servants or agents.

9. This agreement shall apply to the ORCA Lands. The parties may add properties to the ORCA Lands by mutual agreement in the future.

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
	)	
	)	_____
	)	D. Paul Ayotte, Mayor
	)	
	)	_____
	)	Nancy Wright-Laking, Clerk
	)	
	)	THE OTONABEE REGION
	)	CONSERVATION AUTHORITY
	)	
	)	_____
	)	Name:
	)	Office:
	)	
	)	_____
	)	Name:
	)	Office:

**SCHEDULE A**

<b>REFERENCE NAME</b>	<b>LOCATION</b>	<b>SIZE</b>	<b>ACQUISITION DATE</b>	<b>COST OF ACQUISITION</b>
MARTIN Property	Part Lot 17, Conc. 2, formerly in the Township of Smith, now in the City of Peterborough	0.54 acres	December 1, 1976	\$29,000
SPINKS Property	Part Block A and all of Lot 1, Plan G being Part 1, Plan 45R2821 City of Peterborough	5.31 acres	November 16, 1977	\$77,000
MOHER Property	Part Lot 2, Conc. 12, formerly in the Township of Douro now in the City of Peterborough	1.44	February 11, 1977	\$80,000
McNAUGHTON Property	Part Lot 17, Conc. 2, formerly in the Township of Smith, now in the City of Peterborough, Lot 4 on Plan of Survey attached to Instrument 14674 Deposited Plan 1342	0.11 acres	November 16, 1977	\$4,000
MacMANN Property	Part of Lots 11 and 12, Plan 22Q being Part 1, Plan 45R727 and Parts 1, 2, 3, 5, 6 and 14, Plan 45R3350, City of Peterborough	6.5 acres	December 27, 1979	\$83,000
O'GRADY Property	Part Lot 12, Conc. 1, formerly in the Township of Smith now in the City of Peterborough	13.92 acres	May 1966	\$6,612
MIDDLETON Property	Part Lot 7, Conc. 1 being Part 4, Plan 45R4653, formerly in the Township of Smith now in the City of Peterborough	12.23 acres	July 15, 1986	\$1
WHITLA Property	Part Lot 25, Plan 7A, in the City of Peterborough	1.00 acre	October 26, 1970	\$6,000