THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 11-147

BEING A BY-LAW TO AUTHORIZE A FUNDING AGREEMENT SUPPORTING THE RENOVATION AND EXPANSION OF TRENT UNIVERSITY’S ATHLETIC CENTRE

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

That the Mayor and Clerk be hereby authorized to execute an agreement between the Corporation of the City of Peterborough and Trent University 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 12th day of December, 2011.

(Sgd.) Daryl Bennett, Mayor

(Sgd.) Natalie Garnett, Deputy Clerk
THIS AGREEMENT made in triplicate this ___ day of ________________ 2011

B E T W E E N:

TRENT UNIVERSITY
(the “University”)

and

THE CORPORATION OF THE CITY OF PETERBOROUGH
(the “City”)

WHEREAS the University prepared a proposal for the City entitled “Implementation of Vision 2010 Strategic Plan for Recreation, Parks and Culture” dated 26 October 2009 (the “Proposal”);

AND WHEREAS fulfilling certain of the objectives from the Proposal required an expansion and renovation to the existing Trent Community Sport & Recreation Centre (the “Centre”);

AND WHEREAS the University has proposed to make the Centre available to community members upon the payment of an appropriate fee, including making subsidies available to qualified residents;

AND WHEREAS the parties desire to enter into this agreement setting out certain terms and conditions under which the Centre will operate;

AND WHEREAS City Council has agreed to provide one million dollars ($1,000,000) in consideration to the University in exchange for the University’s obligations as contained herein;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1.00 DEFINITIONS

1.01 Centre – means the Trent Community Sport & Recreation Centre at the Trent University.

1.02 Coordinating Committee – means the committee of representatives from the University and the City, as set out in Article 3.00 of this Agreement.

1.03 Justin Chiu Stadium – means the artificial turf active sport field located adjacent to the Centre along Westbank Drive.
2.00 CITY DONATION AND TERM

2.01 The City has made and the University has received the first $200,000.00 payment. The City shall make four further payments to the University, firstly a payment of $200,000.00 upon execution of this agreement. Thereafter the subsequent payments of $200,000.00 shall be made on or before 31 January in each of 2012, 2013 and 2014.

2.02 This Agreement shall, once executed by the City, be deemed to have commenced on the 1st day of January, 2011, and shall terminate on the thirty-first (31st) day of December, 2025.

3.00 COORDINATING COMMITTEE

3.01 There shall be a Coordinating Committee, consisting of four persons, being two representatives of the City who have responsibility for Recreation Services and two representatives of the University who have responsibility for athletics and recreation, or such other staff representatives as may be appointed from time to time by either the City or the University, respectively. The members of the Coordinating Committee shall report to their respective supervisors.

3.02 The Coordinating Committee will make recommendations, from time to time, to the University concerning the operation of the Centre and the development and usage of the Centre by the University and the community, including, but not limited to, commercial opportunities, the potential for development of joint programming and other matters addressed in this Agreement.

3.03 The Coordinating Committee shall meet at least once per year in each year of the Term.

3.04 Any recommendation made by a majority of the Coordinating Committee shall be referred by each party to its respective appropriate decision making body for timely consideration.

4.00 SUBSIDIZED COMMUNITY MEMBERSHIPS & CAMPS

4.01 Commencing in 2011, the University shall provide and administer the payment of up to $15,000.00 out of the Centre’s annual budget for subsidies for community memberships and camp attendance for a period of fifteen (15) years. The University shall have the responsibility of ensuring that such subsidies are only provided to residents of the City of Peterborough. During the fifth (5th) year of this Agreement, the City and the University shall re-assess: (1) the need to maintain this budget allocation; (2) and/or the amount of the budget allocation for the remainder of the term.
4.02 The eligibility criteria for University-funded subsidies shall be the same as the City itself applies when it is determining eligibility for subsidies administered by the City’s Recreation Division.

4.03 The City shall provide the University with a copy of the eligibility criteria used by the Recreation Division and with any changes to those criteria which may be made from time-to-time.

5.00 EXISTING AND FUTURE PROGRAMMING

5.01 For the Term of this Agreement, the University shall, subject to Article 7.08, continue the existing arrangement concerning the provision of the Centre’s swimming pool, at the current reduced fee to:

a. Trent Swim Club;

b. Trent Synchronized Swim Club; and

c. Aqua-fit classes for senior citizens.

5.02 For the Term of this Agreement, the University shall pay all costs associated with the collection of revenue and the managing and delivering of swimming lessons.

5.03 The University shall make provision for space within the Centre to the following list of local sport clubs:

a. Peterborough Badminton Club;

b. Peterborough Old Timers Basketball Club;

c. Community organized Taekwondo, Ju Jitsu classes;

d. Special Olympics; and

e. Five Counties Children’s Centre.

5.04 During the Term of this Agreement, the University may increase the fee paid by the above referenced clubs/groups in accordance with Article 7.08.

5.05 The University shall continue to offer and run joint programming with local sport clubs, including, but not limited to, the Peterborough Rowing Club.
5.06 The University shall use its best efforts to seek out additional opportunities to engage in joint programming with local sport clubs and shall report on the progress and results of these opportunities, on an annual basis to the Coordinating Committee.

5.07 Commencing in the first quarter of 2012, the Coordinating Committee shall meet to discuss the swimming programming and the feasibility of harmonizing fees with City programs.

5.08 The parties may also provide special events or additional programming and develop agreements concerning same.

6.00 FUTURE MARKETING OPPORTUNITIES

6.01 In each year of the term of this agreement, the University and the City agree to use their best efforts to market the University as a destination for sporting events. The University shall annually report to the City’s Director of Community Services, or designate, concerning its progress in developing, obtaining and retaining significant sporting events which utilize the University’s Facilities.

7.00 COMMUNITY USE OF ACTIVE SPORT FIELDS

7.01 The University shall continue to make available the use of the Justin Chiu Stadium to local sport associations and to publicly funded school boards.

7.02 The University shall continue to make available the use of the East Bank Field to local sport associations and to publicly funded school boards.

7.03 The use of the Justin Chiu Stadium and the East Bank Field as described above shall be coordinated by the University.

7.04 For the period 1 January 2011 until 31 October 2013 the rental rate for bookings of 10 or more sessions, for the Justin Chiu Stadium shall be $55.00/hour, not including additional fees for the use of lights. After 31 October 2013, the University, in consultation with the Coordinating Committee shall determine the rental rate for the Justin Chiu Stadium.

7.05 The City acknowledges that the University shall give preference to its own use of the Justin Chiu Stadium during the months of September to the end of April in each year of the Term.

7.06 The City acknowledges that the University shall give preference to its own use of the East Bank Field during the months of September to the end of April in 2012.
7.07 For the period commencing 1 January 2011 until 31 October 2013, the rental rate for the East Bank Field shall be $25.00/hour. After 31 October 2013, the University shall determine the rental rate for the East Bank Field following consultation with the Coordinating Committee.

7.08 Any fee referred to in this Agreement concerning any University Facility may be adjusted by the University, following consultation with the Coordinating Committee and nothing in this Agreement is intended to prevent the University from unilaterally increasing any fees to reflect increases in its operating costs.

7.09 The Coordinating Committee shall make recommendations concerning which local sport organizations qualify for reduced fees at the University’s Facilities.

8.00 MAINTENANCE AND OPERATION COSTS

8.01 The University acknowledges that the City shall have no responsibility for any maintenance or operating costs associated with the Centre, the Justin Chiu Stadium, the East Bank Field or for any parking facility developed by the University.

9.00 TIME IS OF THE ESSENCE

9.01 In relation to all obligations contained herein, time shall be of the essence.

10.00 ASSIGNMENT

10.01 Neither party may assign this agreement, or change the operations of this agreement, in whole or in part, without the written consent of the other.

11.00 WHOLE AGREEMENT

11.01 This agreement constitutes the entire agreement between the City and the University, and there is no representation, warranty, collateral agreement or condition affecting this agreement other than as expressed herein in writing. Furthermore, the parties agree that the Recitals form part of this Agreement.

12.00 INTERPRETATION

12.01 In this agreement, the singular shall also mean the plural and vice versa.
13.00 AGREEMENT BINDING

13.01 This agreement shall be binding upon the parties hereto and their respective successors and assigns.

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

SIGNED, SEALED AND DELIVERED  

in the presence of:

TRENT UNIVERSITY

Name: Stephen E. Franklin, Ph.D
Title: President and Vice Chancellor

THE CORPORATION OF THE
CITY OF PETERBOROUGH

Daryl Bennett, Mayor

Nancy Wright-Laking, Clerk