



The Corporation of the City of Peterborough

By-Law Number 15-xxx

Being a By-law to authorize the execution of an amendment to the Agreement between The Corporation of the City of Peterborough and The County of Peterborough relating to the use of the City's Materials Recycling Facility by the County.

Now Therefore, 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 amendment to the Agreement between The Corporation of the City of Peterborough and the County of Peterborough relating to the use of the City's Materials Recycling Facility by the County, 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 11th day of May, 2015.

Daryl Bennett, Mayor

John Kennedy, City Clerk

Schedule A

Third amending agreement concerning the MRF made in triplicate this ____ day of _____ 2015

Between:

The Corporation of the City of Peterborough

(the “City”)

and

The Corporation of the County of Peterborough

(the “County”)

Recitals

- A. The City is the owner of the City of Peterborough Recycling Facility (“MRF”), located at 390 Pido Road, in the City of Peterborough;
- B. The Municipal Act, 2001 authorizes the County to carry out a program to collect and transfer recyclable materials (“Material”) from the Municipalities within the County.
- C. The County desires access and use of the MRF as a means of processing Materials collected within the County.
- D. The County desires access and use of the Drop-off depot located at the MRF for its residents’ use;
- E. The City and the County entered into an agreement dated 22 August 2000 (the “2000 Agreement”);
- F. Article 7.01 of the 2000 Agreement permits the parties to amend the 2000 Agreement;
- G. The parties amended the 2000 Agreement, firstly by way of amending agreement dated 21 April 2008 (the “First Amending Agreement”) and secondly by way of amending agreement dated 16 December 2013 (the “Second Amending Agreement”);
- H. The parties desire to further amend the 2000 Agreement with such third amendment taking effect as of 1 January 2015 as set out herein;

Now therefore in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1.0 Article 4.2 of the Second Amending Agreement is hereby deleted in its entirety and replaced with the following:

“4.2 The County agrees to pay to the City a percentage of total operating expenses of the Material Recycling Facility (“MRF”). The total operating expenses include: maintenance and repair costs, insurance costs, office supplies and may, in the future, include municipal taxes and other reasonable expenses. The County’s contribution shall be based on the percentage of the total inbound tonnage of material received at the MRF from the County, its Townships and the residents thereof (the “County’s Share”). The County shall pay to the City a 10% administration fee based on the County’s Share of the total operating expenses.

For example: if the total operating expense for the MRF for a year was \$45,000, and the percentage of inbound tonnage contributed by the County was 30% that year, then the County shall pay to the City an administration fee based on the County’s Share for that same year.

Total Operating Expense (“TOE”)	\$45,000
The County’s Share of TOE	30% = \$13,500
Admin. Fee Payable by County	\$4,500 times 30% = \$1,350
Total Payable to City	\$13,500 + 1,350 = \$14,850”

2.0 The following new sub-articles are hereby added directly below the new Article 4.2:

“4.2.1 The County’s obligation to pay its portion of the expenses for maintenance and repair shall be based, where commercially reasonable, on the cost of replacing the subject item with an item of similar quality rather than up-grading the quality of the subject item. Notwithstanding the County’s limited obligation concerning maintenance and repair costs, in the event an upgrade is required by law or is approved by both City and County staff, then County shall pay its portion of such maintenance or repair cost based on the County’s Share for the year in which the upgrade is, as the case may be, required or approved.

4.2.2 The City shall provide an annual operating budget for the MRF before the end of November for the 12 month period commencing on the following first day of January. The County acknowledges that, despite the City's best efforts to prepare the annual operating budget, unforeseen costs may be incurred after annual operating budget has been provided to the County which would have the effect of increasing the MRF's total operating expenses."

3.0 Except as amended herein, the terms and conditions of the 2000 Agreement, the First Amending Agreement and the Second Amending Agreement continue to bind the parties.

In witness whereof the City and the County have executed this Agreement under their respective corporate seals, under the hands of their proper officers, duly authorized in that behalf.

The Corporation of the City of Peterborough

Daryl Bennett, Mayor

John Kennedy, Clerk

The Corporation of the County of Peterborough

J. Murray Jones, Warden

Sally Saunders, Clerk