



**THE CORPORATION OF THE TOWNSHIP OF SEVERN  
CORPORATE SERVICES COMMITTEE**

**Wednesday, February 28, 2018  
Council Chambers - Municipal Office  
9:00 A.M.**

**ADDENDUM AGENDA**

**G. CORRESPONDENCE (*for direction*)**

**Page #**

- 5 Russell, Christie LLP re Coldwater Curling Club - Capital Facility Agreement

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# Russell, Christie, LLP

Barristers & Solicitors

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Douglas S. Christie, B.A., LL.B.  
 Michael M. Miller, B.Sc. in Comm., LL.B.  
 William S. Koughan, LL.B.  
 Edward B. Veldboom, MSc. Pl. LL.B.

Michael F. Sirdevan, B.A. (Hons), LL.B.  
 Jennifer E. Biggar, B.A., (Hons), J.D.  
 James R. Morse, B.A., LL.B.  
 W.D. (Rusty) Russell, Q.C., Retired

February 22, 2018

Please reply to: Douglas S. Christie (Ext. 248)  
 Email: [dchristie@russellchristie.com](mailto:dchristie@russellchristie.com)

**Sent by email**

The Corporation of the  
 Township of Severn,  
 P.O. Box 159,  
 Orillia, ON L3V 7T5

**Attention: Sharon Goerke**

Dear Sharon,

**RE: Township of Severn - Coldwater Curling Club**  
**Our File Reference No. 85-109-871**

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Further to your letter of February 8, I believe we could amend the existing Capital Facility Agreement as amended in 2003.


With respect to automatic renewals one of the requirements of a valid Municipal Capital Facility Agreement relating to facilities for recreational purposes is that ultimately the municipality will own the Municipal Capital Facilities including the land on which they are situate. Therefore we do need an end date for the Agreement. My suggestion is that we extend only for an additional ten (10) year period as circumstances might change. Is the Curling Club intending on injecting money for repairs or improvements into the Curling Club of a significant amount that would explain any request they make for continuing renewals?

With respect to the Reserve Account who would have the responsibility to demolish the facility? If it is the Township then perhaps the Reserve Account should be held by the Township but contributed to by the Club. If the Township held the Reserve Account the Club could still access portions of it with the consent of the Township.

In addition to the Agreement between the Township and the Club there is Tri-party Agreement between the Township, the Club and Oro-Medonte. Does this need any extension?

Finally is the Club currently complying with the existing Municipal Capital Facility Agreement that is in place or are there provisions in the Agreement that are outdated and could be removed?

Yours very truly,

  
 DOUGLAS S. CHRISTIE  
 DSC/th

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