A. CALL TO ORDER

B. PRAYER

C. DISCLOSURE OF PECUNIARY INTEREST & THE GENERAL NATURE THEREOF

D. ADOPTION OF COUNCIL MINUTES

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1. Council Meeting of March 7, 2018

E. PUBLIC MEETING/HEARINGS

"NIL"

F. PRESENTATIONS/DELEGATIONS

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1. George Thomson re Purbrook Creek Drain

2. Lance Brown, Bayou Park Ratepayers Association re Box Houses and Severances

G. ACCOUNTS

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1. Accounts for the Month of March 2018

H. REPORTS FROM OFFICIALS (for information)

"NIL"

I. REPORTS FROM OFFICIALS (for direction)

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1. Planning & Development

1.1 Planning Report No. P18-008 re Servicing Options & Parkland Dedication for Proposed Starbucks - 8803 Highway 11 (brought forward)

2. Recreation & Facilities

"NIL"

3. Public Works

"NIL"

4. Fire & Emergency Services

"NIL"
5 Corporate Services
"NIL"

6 Administration
"NIL"

J. CORRESPONDENCE (for information)
"NIL"

K. CORRESPONDENCE (for direction)

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2 Township of Springwater re Annual Log-Sawing Contest 125-126
3 Friends of the Washago Water Tower re Improvements to Base of Tower 127-128
4 Invitation to Admin Br Royal Ball - May 12, 2018 129-130
5 Sustainable Severn Sound re Local Climate Change Action Plan re Appointment as Agent - Federation of Canadian Municipalities (FCM) Partners for Climate Protection (PCP) Program 131-146

L. ADOPTION OF COMMITTEE REPORTS

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2 Culture & Recreation Advisory Committee - March 13, 2018 149-152
3 Planning & Development Committee - March 21, 2018 153-158
4 Corporate Services Committee - March 28, 2018 159-170

M. MOTIONS

N. INQUIRIES FOR STAFF REPORTS

O. GENERAL BY-LAWS

1 By-law No. 2018-13, Being a By-law to Repeal Certain Reserve and Reserve Fund By-laws 171-172
2 By-law No. 2018-14, Being a By-law to Authorize the Execution of a Professional Services Agreement With Principles Integrity (Integrity Commissioner) 173-184
3 By-law No. 2018-15, Being a By-law to Authorize the Execution of a Rural Economic Development Program Agreement Between The Corporation of the Township of Severn and The Ministry of Food & Rural Affairs (Severn Economic Development Strategic Plan) 185-220
P. CONFIDENTIAL AGENDA

1 Reports from Officials
   "NIL"

2 Correspondence
   "NIL"

Q. CONFIRMING BY-LAW

1 By-law No. 2018-18, Being a By-law to Adopt the Proceedings of a Council Meeting Held on the 4th Day of April, 2018 and to Authorize Their Execution.

R. ADJOURNMENT

Dates for Future Council Meetings

Wednesday, May 2, 2018 - 7:00 p.m.
Wednesday, June 6, 2018 - 7:00 p.m.
MINUTES OF A REGULAR MEETING OF SEVERN TOWNSHIP COUNCIL HELD IN THE COUNCIL CHAMBERS AT THE ADMINISTRATION BUILDING, 1024 HURLWOOD LANE, WEDNESDAY, MARCH 7, 2018 AT 7:00 P.M.

PRESENT:  
Mayor  
Mike Burkett

Deputy Mayor  
Judith Cox

Councillors  
Jane Dunlop  
Mark Taylor  
Donald Westcott  
Ron Stevens

ABSENT:  
Councillor  
John Betsworth

STAFF:  
Director of Fire & Emergency Services/ Fire Chief  
Tim Cranney (part of meeting)

Deputy Fire Chief  
Mark Hatch (part of meeting)

District Chief  
Chad Dowell (part of meeting)

Public Works Supervisor  
Tony Potter (part of meeting)

Recreation Manager  
Pat Harwood (part of meeting)

Clerk  
Sharon Goerke

Director of Corporate Services  
Andrew Plunkett

Chief Administrative Officer  
W. Henry Sander

CALL TO ORDER

Mayor Burkett called the meeting to order.

PRAYER

Mayor Burkett opened the meeting with a prayer.
DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

Councillor Dunlop with respect to Agenda Item No. O-1 as she lives on Dunlop Drive.

ADOPTION OF COUNCIL MINUTES

Regular Council Minutes of a meeting held February 7, 2018.

MOTION C030718-01: Moved by Deputy Mayor Cox and seconded by Councillor Dunlop that the minutes of a Regular Council Meeting held February 2, 2018 be adopted.

CARRIED

PUBLIC MEETINGS/HEARINGS

"NIL"

PRESENTATIONS/DEPUTATIONS

Tracy Roxborough of Sustainable Severn Sound (SSS) with respect to Local Climate Change Action Plan.

MOTION C030718-02: Moved by Councillor Stevens and seconded by Councillor Westcott that a presentation of Sustainable Severn Sound with respect to a Local Climate Change Action Plan be received as information.

CARRIED

Cassie Frengopoulos of Gerrits Engineering Limited with respect to Replacement of Fire Station #2.

MOTION C030718-04: Moved by Councillor Stevens and seconded by Councillor Westcott that a presentation of Gerrits Engineering Limited with respect to Demolition and Reconstruction of Fire Station No. 2 be received as information.

CARRIED
March 7, 2018

Dennis Monague of Devco Realities Corp. with respect to a Proposed Development at 12164 Highway 12.

**MOTION C030718-03:** Moved by Councillor Dunlop and seconded by Councillor Taylor that a presentation of Devco Realities Corporation with respect to proposed development at 12164 Highway 12 be referred to staff for a report.

CARRIED

**ACCOUNTS**

Accounts for the Month of February 2018.

**MOTION C020718-06:** Moved by Councillor Westcott and seconded by Deputy Mayor Cox that Accounts Payable Cheque Registers in the amount of $1,032,365.29 for the month of February 2018 be approved for payment.

CARRIED

**REPORTS FROM OFFICIALS (for information)**

**MOTION C020718-07:** Moved by Councillor Taylor and seconded by Councillor Dunlop that Administration Report No. A18-012, dated March 1, 2018, with respect to Orillia Square Mall Bus Service be received; AND FURTHER THAT no further action be taken with respect to this matter.

CARRIED

**REPORTS FROM OFFICIALS (for direction)**

Planning and Development

- "NIL"

Recreation and Facilities

Recreation Report No. R18-005, 02/15/18, with respect to Tender REC 2018-01 - Arena Roof, Gable Ends, Portable Dressing Room for Coldwater Community Centre.
March 7, 2018

MOTION C030718-08: Moved by Deputy Mayor Cox and seconded by Councillor Dunlop that Recreation Report No. R18-012, dated February 15, 2018, with respect to REC 2018-01 Arena Roof, Gable Ends, Portable Dressing Room at the Coldwater Community Centre be received;
AND FURTHER THAT staff be directed to retender for replacement of a steel roof for further consideration;
AND FURTHER THAT the repairs required for the leakage of the roof be approved.

Public Works


MOTION C030718-09: Moved by Councillor Westcott and seconded by Councillor Stevens that Public Works Report No. W18-006, dated February 23, 2018, with respect to Public Works Tenders – 2018 be received;
AND FURTHER THAT the following bids be approved:
(a) PW RFT 2018-004 – Muskoka Street Reconstruction be awarded to IPAC Paving Ltd. in the amount of $403,069.95 plus HST;
(b) PW RFT 2018-005 – Road Resurfacing Phase 1 be awarded to IPAC Paving Ltd. In the amount of $1,237,976.40 plus HST;
(c) PWRFQ 2018-006 – Pavement Marking be awarded to Precision Markings Inc. in the amount of $9,898.60 plus HST; and
(d) PW RFQ 2018-007 – Winter Sand Street Sweeping be awarded to Centennial Construction Equipment Rentals in the amount of $49,265.00 plus HST.

CARRIED

Public Works Report No. W18-007, 02/23/18, with respect to Brick Pond Road Sanitary Sewer Replacement.

MOTION C030718-10: Moved by Councillor Taylor and seconded by Councillor Dunlop that Public Works Report No. W18-007, dated February 23, 2018, with respect to the Brick Pond Road Sanitary Sewer Replacement be received;
AND FURTHER THAT the bid received by Pennorth Group Ltd. for RFT 2018-004 – Brick Pond Road Sanitary Sewer Replacement be approved in the amount of $263,911.07 plus HST.

Fire and Emergency Services

Fire Report No. F18-005, 02/23/18, with respect to the Replacement of Fire Station 2.

MOTION C030718-05: Moved by Councillor Taylor and seconded by Deputy Mayor Cox that Fire Report No. F18-005, dated February 23, 2018, with respect to replacement of Fire Station No. 2 be received; AND FURTHER THAT staff be authorized to proceed with a tender document to replace Fire Station No. 2.

Corporate Services

• “NIL”

Administration

• “NIL”

CORRESPONDENCE (for information)

Ministry of Municipal Affairs & Housing, 02/26/18, with respect to County of Simcoe – Water Sewer Services.

MOTION C030718-11: Moved by Deputy Mayor Cox and seconded by Councillor Westcott that a letter from the Ministry of Municipal Affairs, dated February 26, 2018, with respect to County of Simcoe – Water & Sewer Services be received as information.

CORRESPONDENCE (for direction)

Wade Faris, 02/25/18, with respect to License Agreement for use of an unopened road allowance.
MOTION C030718-12: Moved by Deputy Mayor Cox and seconded by Councillor Taylor that a letter from Wade Faris, dated February 25, 2018, with respect to a License Agreement for use of an unopened road allowance be referred to staff for a report.

CARRIED

Robert Scott, 02/22/18, with respect to Orillia and Area Canadian Index of Wellbeing (CIW) Project Kick-Off Event.

MOTION C030718-13: Moved by Councillor Stevens and seconded by Councillor Westcott that members of Council be authorized to attend the Community Wellbeing Project Kick-Off at the City of Orillia on March 5, 2018, with expenses. – Ron Stevens.

CARRIED

ADOPTION OF COMMITTEE REPORTS

Minutes of the Planning & Development Committee – February 21, 2018.

MOTION C030718-14: Moved by Councillor Dunlop and seconded by Councillor Taylor that the Planning & Development Committee Report, dated February 21, 2018, be adopted.

CARRIED

Minutes of the Corporate Services Committee – February 28, 2018.

MOTION C030718-15: Moved by Deputy Mayor Cox and seconded by Councillor Stevens that Resolution No. CSC02218-23 be amended by deleting Paragraph 2 in its entirety and inserting "be received as information" in lieu thereof; AND FURTHER THAT the Corporate Service Committee Report, dated February 28, 2018, be adopted as amended.

CARRIED

MOTIONS

• “NIL”
INQUIRES FOR STAFF REPORTS

• "NIL"

GENERAL BY-LAWS

By-law No. 2018-08, Being a By-law to Remove The Common Law Right of Passage by the Public Over Dunlop Drive And To Confirm The Transfer of an Easement for Pedestrian and Vehicular Access Over Dunlop Drive.

By-law No. 2018-09, Being a By-law to Regulate the Placement and Use of Municipal Election Signs.

By-law No. 2018-10, Being a By-law to Govern the Proceedings of Council and Committees or Local Boards of Council.

By-law No. 2018-11, Being a By-law to Appoint an Alternate Member of Severn Township Council to the Council of the County of Simcoe During an Absence of the Mayor or Deputy Mayor.

Motion with respect to first and second reading of By-law No. 2018-08 to 2018-11 inclusive.

MOTION C030718-16: Moved by Councillor Westcott and seconded by Councillor Stevens that By-law Nos. 2018-08 to 2018-11, inclusive, be and they are hereby read a first and second time.

CARRIED

Motion with respect to third and final reading of By-law Nos. 2018-08 to 2018-11, inclusive.

MOTION C030718-17: Moved by Councillor Stevens and seconded by Councillor Westcott that By-law Nos. 2018-08 to 2018-11 inclusive, be and they are hereby read a third time and finally passed.

CARRIED

CONFIDENTIAL AGENDA

Reports from Officials

• "NIL"
CONFIRMING BY-LAW

Motion with respect to first and second reading of By-law No. 2018-012, inclusive.

MOTION C030718-18: Moved by Deputy Mayor Cox and seconded by Councillor Taylor that By-law No. 2018-12 be and it is hereby read a first and second time.

CARRIED

By-law No. 2018-12, Being a By-law to Adopt the Proceedings of a Council Meeting Held on the 7th day of March, 2018 and to Authorize Their Execution.

Motion with respect to third and final reading of By-law No. 2018-12, inclusive.

MOTION C030718-19: Moved by Deputy Mayor and seconded by Councillor Taylor that By-law No. 2018-12 be and it is hereby read a third time and finally passed.

CARRIED

ADJOURNMENT

835 p.m.

Motion to adjourn.

MOTION C030718-20: Moved by Councillor Taylor and seconded by Deputy Mayor Cox that this meeting be and it is hereby now adjourned.

CARRIED

CORPORATION OF THE TOWNSHIP OF SEVERN

MAYOR

CLERK
- Landowners in watershed not causing the problem
- Engineer report
- Fire Fighting
- Petition
- Berms and Buffer Zone
- Is this a done DEAL
Township of Severn

RE: Purbrook Creek

Members of council I feel that land owners in the water shed are being penalize for the few who are not practising good land stewardship with their properties. I would like to be a delegation before council to discuss my concerns and ideals on how to remedy the problem.

George Thomson CRS

[Signature]
Erosion control structures combined with best management practices can help keep soil in your field.

by KATE AYERS

"(Farmers) find that, if they can put in a subtle or small structure to control (water) runoff, the problem will be fixed and they will never have to worry about (erosion) again. So (erosion control structures) can blend in quite well into a lot of systems, depending on the landscape," says Brad Glasman.
When Robert De Brabandere relocated to a farm in the Paisley area, he was eager to try some of the strategies he learned in the Upper Thames River area to address soil erosion.

De Brabandere knew that part of the solution was installing a berm, which is a man-made sediment barrier placed at the edge of a slope to help protect against flooding. These barriers appear in flood zones to prevent runoff and erosion because a berm’s density slows down and retains flood water.

De Brabandere installed his first berm on the farm that he owned near the Upper Thames River 40 years ago. And the structure still works.

“Everything is still in place the way we installed it at the time, so it’s working great,” De Brabandere says.

Indeed, he was so pleased with the improvements to his previous farm that De Brabandere was eager to work with Brad Glasman, the professional engineer with the Upper Thames River Conservation Authority who designed the original berm, on the new farm.

“Since we moved up to the Paisley area, he offered to come up here and do the same type of thing for us. And that’s worked very well,” De Brabandere explains.

He installed the berms on his new property four years ago.

As the province faces more extreme weather events – including heavy rainfalls – producers may need to think about incorporating additional supports, such as erosion control structures, into their best management practices (BMPs).

First steps
When reviewing soil erosion issues, farmers should consider BMPs. A good place to start this review is the farm’s crop rotation plans.

Water erosion occurs mainly in the spring when the snow melts, and the effects of erosion are most evident when the soil is bare.

At this time of the year, there is a surplus of water and the soil is generally fully saturated.

- The soil is also vulnerable following harvest, when the ground is bare.
The intake that metres the water in a WASCoB is typically a plastic, perforated stand pipe about 1 metre (4 feet) high.

The most effective way to reduce water erosion is to increase soil coverage by growing cover crops, leaving crop residue in the field and extending canopy cover, says Li Sheng, a research scientist who specializes in hydrology, croplands and water management at Agriculture and Agri-Food Canada.

Indeed, producers with forage-based operations typically experience minimal erosion, explains Mark Eastman, stewardship coordinator and agricultural specialist at Credit Valley Conservation.

However, producers often find signs of erosion in fields that have a simple corn-soybean rotation, are conventionally tilled and do not include cover crops.

If soil erosion continues after producers try BMPs, then they can consider building erosion control structures.

In addition to berms, other erosion control structures include water and sediment control basins (WASCoB), diversion terraces and grassed waterways.

"On a lot of land, you can get away without (having) structures; I will always say that.

"But there are certain landscapes and certain situations (that need such structures). We have done projects with people who have no-tilled for 25 to 30 years but still have those little areas where water runs in storms," says Glasman.

"(Farmers) find that, if they can put in a subtle or small structure to control that runoff, the problem will be fixed and they will never have to worry about (erosion) again.

"So (erosion control structures) can blend in quite well into a lot of systems, depending on the landscape."

Combining erosion control methods, such as growing cover crops, with the structure help to mitigate soil erosion and promote the erosion control structure's longevity, says Shannon Stephens, Healthy Waters Program coordinator at the Nottawasaga Valley Conservation Authority.

Erosion control structures complement BMPs. Although structures help reduce erosion, they do not fix the root issue causing topsoil to leave the field.

Benefits and challenges of erosion control structures
De Brabandere has seen clear benefits from the berms in his operation. They have helped his crop production and lessened his environmental impact by reducing the amount of soil running into the watershed.

And, across the province, there's a renewed interest in the benefits of erosion control structures. This summer, for example, the Peel Environmental Farm Tour visited a site where a producer had installed a WASCoB last year.

"The farmer was relatively new to purchasing the land and, right away, he implemented the project. He knows the time, energy, expense and hassle of filling in gullies every year just to see them erode again (the) next year," says Eastman.

"So, in addition to the (reduced) long-term productivity of the soil, there is an annual operating cost to filling these (gullies) in. That was really his driver. We were hit with a few big storms this year, (but) he hasn't experienced any gully erosion downstream of the WASCoB."

Of course, these erosion control structures create challenges. De Brabandere, for example, notes the "little bit of extra work.

"You have to drive around them, (but) it's not any different than driving around a tree that happens to
be in the middle of a field.

"You have to maintain weed control. You'll get some thistles or something else that'll come through, so you just spray them off. Just a bit of maintenance, that's all," he says.

**Design and installation**

When a producer decides that an erosion control structure is required, he or she can begin project planning. The first step is observation.

"It's paying attention to the land, seeing how it changes throughout the growing season, especially after a tillage operation," says Eastman.

"Start to think about where the water accumulates but hasn't yet caused erosion. Move downstream just a little bit farther; you will usually find those spots where the erosion starts. Those are critical locations to identify because they tell you how high up in the catchment area you need to start working to control the erosion downstream."

Experienced agricultural contractors can help producers decide which type of control structures will lessen the effects of erosion.

"If you talk with licensed erosion control (contractors) who have taken the ag erosion control course and have some experience, they're good at really sussing out what kind of erosion control structure will work for your farm," says Stephens.

Ideally, producers should begin projects in the summer. The soil is drier, and the structure will be in place before heavy rain occurs in the fall and subsequent spring, says Steven Cronberry of Marquardt Farm Drainage in Palmerston.

Producers also need to manipulate cropping rotations and try to plan for earlier harvests during the year of installation.

"The best time to do an erosion project is probably after wheat," says Glasman.

"So, if (a producer) is working within a rotation that includes wheat or spring grain or even hay, at the end of that cycle when the wheat is coming off or (when it's) the last cut of that three- to four-year hay period, that's the perfect time.

"You've got great construction..."
As part of the Six Streams Initiative established in 2012, the Bruce Peninsula Biosphere Association (BPBA) works with farmers to reduce soil erosion in the area’s agricultural land. The association examines case studies designed to improve water quality and habitat, maintain healthy soils and increase farm operation resilience to extreme weather events.

These case studies seek to demonstrate both the financial gains for the farmer and the improvements to soil health and water quality. The case studies will also highlight key design and maintenance considerations to help farmers decide what management practices are the most effective on the Bruce Peninsula.

“The Six Streams project primarily deals with water and agriculture. So, all of the agricultural projects that we do, have a water focus. And, new this year, (we are) adding a soil component,” says Amanda Stanger, aquatic and agriculture technician for the Six Streams project.

One case study examines a water and sediment control basin (WASCoB) built in 2016. A WASCoB is an earthen embankment or berm constructed across the slope of a field to manage surface runoff water.

“We approached the WASCoB as a citizen science program,” Stanger says.

“...results of the soil and water improvement program.”

This case study field is next to Judges Creek where persistent sheet erosion removed the productive top soil. The landowner installed the WASCoB to intercept surface runoff water and allow it to drain back into the soil slowly. Slowing the water’s velocity allows time for soil particles to settle and protects adjacent watercourses from high water volumes during storms.

The structure covers 0.62 acres (0.25 hectares) and was designed to manage water from a 27.4-acre (11.1-hectare) drainage area in the field.

“All of our environmental programs have been really well received in the community,” says Stanger. BF

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Funding possibilities
Across the province, landowners can access cost-sharing grants to launch projects to improve ground and surface water quality. These funds are accessible through conservation authorities and local municipalities, and the producer is reimbursed after the project is completed.

The funding application is straightforward, says Kate Monk, manager of stewardship, land and education at the Ausable Bayfield Conservation Authority.

“...the application with the landowner,” she says. “We then take that information to the project review committee for approval. (Producers) don’t have to do anything online, and we fill out the paperwork for them.”

In most counties, funding guidelines require that projects meet the quality standards specified in OMAFRA’s Agricultural Erosion Control Structures: A Design and Construction Manual and that the work is done by a licensed contractor or engineer. The structure’s design must be completed by someone who has taken the agricultural erosion control structures training course, says Louise Heyming, supervisor of conservation outreach for the Grand River Conservation Authority.

Some counties also require that applicants have an environmental farm plan.

“We see value in that education piece, and there might be other things (producers will) learn going through
that process. We try and stress the point, too, that erosion control really works best with a systems approach. Just putting in a WASCoB or a grassed waterway ... may not solve the problem,” says Heyming.

And the need for erosion control structures may continue to grow.

“It’s a big concern of mine with the change in climate. (Considering) summer droughty periods with intermittent hits of very intense rainfall events, I think the likelihood for in-field erosion will increase, despite a lot of really good practices being put in place such as using cover crops and reducing tillage,” says Eastman.

“I think our soils will be tested in the future, and we are likely to see more gully erosion happening. (We are) going to require more in-field erosion control structures to help combat (severe erosion).

“We should be preparing now and looking at things like grassed waterways (and) water and sediment control basins to keep soil on the land.” BF
Presentation by the Bayou Park Ratepayers Association

This is a brief outline of some of the concerns we have regarding the severing of large lots into small and the building of homes that do not fit into the setting of the community and are herein referred to as box houses.

Our community of Bayou Park is comprised of single detached homes on spacious lots that were laid out in a 1980 or 1990 design style suburb. To a large extent, people occupied the homes that they owned and looked after them. They did so because of the pride of home ownership, their neighbors and the community meant something; it had value. That value showed in tasteful construction and nicely kept lots and support for community events and more.

We are afraid that that value has no value and no place in Severn council anymore.

We see nice lots being divided for box houses

We see these box houses being divided into multiple rental units

We see row housing on flood plain land

We hear of plans to build a large apartment complex and more row housing

We wonder if everyone in the planning dept. has lost their minds. We are concerned with the number of renters in our small community and the inherent problems they bring. We are concerned about the waterfront lot that we own and the strain on it in the future. We are concerned about the boxes that pass for houses and the complete lack of any architecture that would fit in with the community. We are concerned that Council does not care to take a stand against this and that the planning department is now run by wynne and her down in the polls lackies.

We will bring to our meeting some proposals regarding property standards, building standards and rental standards. We have some concerns also about the apparent weakness in the by law enforcement of property standards.

The Bayou Park Association wants to see Severn council act for us not for Queens Park.

Bayou Park Ratepayers Association
President

[Signature]  man/27/18
## CHEQUE REGISTERS FOR MARCH 2018

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Total cheque registers $4,475,964.74

Total void cheques $0.00

**TOTAL RESOLUTION** $4,475,964.74

The total list of accounts is available at no cost upon request from the Treasury Department. Contact Lianne MacGibbon at lmacgibbon@townshipofsevern.com

(705) 325-2315 - Ext. 226
**REPORT**

**P18-008**

**TO:** Chair & Members
Corporate Services Committee

**FROM:** Andrea Woodrow, Director of Planning and Development

**DATE:** March 19, 2018

**RE:** Site Plan Approval Application
Servicing Options and Parkland Dedication for Proposed Starbuck's
8803 Highway 11 North (Weber's Capital Inc. & Thomas J. Rennie)

**Recommendation**

THAT Planning Report P18-008 dated March 19, 2018 with respect to sewer and water servicing and parkland dedication options for the proposed Starbuck's restaurant at 8803 Highway 11 North be received;

AND FURTHER THAT staff be directed to pursue Servicing Option 1 as set out in Planning Report P18-008, where the property at 8803 Highway 11 North shall require the installation of new, individual sanitary and new individual water services now as part of the Site Plan Approval for the Starbuck's restaurant, the obligations for which shall be set out in the final Site Plan Agreement and reflected on the approved drawings for the development;

AND FURTHER THAT staff be directed to pursue Parkland Option 1 as set out in Planning Report P18-008 and accept a maximum of 2% parkland dedication as permitted under the Planning Act.

**Background**

The former dwelling at 8803 Highway 11 North is now proposed as a Starbuck's restaurant (Appendix 1). In order to facilitate the commercial proposal, Official Plan Amendment No. 6 was approved by Simcoe County Council on November 15, 2017. No appeals were received and the Official Plan Amendment became effective December 6, 2017. The property was also subject to a Zoning By-law Amendment to permit the proposed restaurant use, which was approved by the Township and came into effect on the same date as the Official Plan Amendment. The Ministry of Transportation (MTO) has been actively involved in the various development approvals given the location of the site on Highway 11 and the associated highway and entrance improvements required.

The related Site Plan Approval application was received in January 2017 in order to finalize the details related to site design including access to sewer and water servicing,
stormwater management, and parking layout. A Site Plan Checklist Meeting was scheduled by the Township and held on January 30, 2018. Mr. Rennie attended with his Consulting Planner and Engineer, and his Solicitor joined by teleconference. Township staff from Planning, Building, Fire, Public Works and Recreation and Facilities attended together with the Township’s Solicitor and Consulting Engineer. The purpose of the meeting was to assist in identifying and discussing the outstanding matters with respect to achieving Site Plan Approval.

Sanitary and Water Servicing

The existing building on the subject lands was originally permitted to connect to the existing sanitary and water systems on the Weber’s property to the north at 8825 Highway 11 North as it was anticipated early on in the development approvals process that the two properties would be merged into one under single ownership. This servicing arrangement is currently in place as shown in Appendix 2, and the landowner’s consultants have proposed that the arrangement is suitable in terms of demand and capacity for both properties in the future. 8803 was not previously serviced as part of the Westshore servicing initiative that took place between 2002-2006 because at that time it was located outside of the serviced area which ended at Timberline Avenue to the north.

The landowners have since proposed that in lieu of merging the properties, that reciprocal easements would instead be utilized. This was satisfactory to the MTO in terms of achieving mutual access, including ingress and egress, to both 8803 and 8825 Highway 11 and associated highway improvements. However, staff advised the landowners that as per Township By-law 2006-75, as amended, individual properties require their own separate sanitary and water connections to the municipal system and the sharing of such services between private properties is prohibited. This is also reflected in the Township’s Engineering Design Criteria manual, as adopted by Council.

The rationale for the Township’s servicing requirements is to ensure that the owners of an individual parcel of land are not reliant on their sanitary and/or water services from a third party, or put at risk by such a scenario. Although 8803 and 8825 are currently owned in common, one of the parcels could be sold to a third party at any time.

By way of a letter dated March 19, 2018, the landowner’s solicitor Mr. Thomas W. R. Manes has provided requested that provisions be included in the Site Plan Agreement to require that the services be installed in the future and prior to the sale of either property. The concern with this approach is that the Township is not typically aware of when properties are sold to be able to ensure the new services are installed. There are usually tight timelines associated with land transactions, and the drawings and studies for the new services would have to be reviewed and approved by the Township prior to the services being installed.

A second option presented in the letter is that a restrictive covenant be registered on title identifying shared services between the two properties. With these types of
matters registered on title there is still a risk that the provisions could be inadvertently missed by a purchaser and the Township could be viewed negatively for permitting such a scenario in the first place. If there are ever servicing issues or constraints on 8803, they would be directly reliant on 8825 to assist with correcting any issues, and vice versa. The Township would very likely be contacted and requested to become involved given sanitary and water services are typically under municipal jurisdiction (e.g. municipal water quantity and quality, water billing), whereas the matter would strictly be between two private landowners.

Servicing Option 1

Staff are recommending that the requirement for new, individual sanitary and new individual water services obligations be set out in the final Site Plan Agreement and reflected on the approved drawings for the Starbucks development as required under Township By-law 2006-75, as amended, and the Township's Engineering Design Criteria manual, as adopted by Council. This means that the services should be designed and installed now as part of the current Site Plan Approval process.

Servicing Option 2

As requested by the landowners through their solicitor, Council could grant a site-specific exemption to the landowners of 8803 and 8825 from By-law 2006-75, as amended, as well as the Township's Engineering Design Criteria manual. Appropriate provisions would need to be included within the Site Plan Agreement to require the future installation of the services upon the sale of either property. It would be advisable to have the new services designed and approved, and associated security deposits maintained by the Township as part of the current Site Plan Approval process to ensure that if the services are needed at some point in the future, there are no unnecessary delays and there are funds to cover the installation. This could help to facilitate a timelier Site Plan Approval; however, substantial security deposits would still be required from the landowners to guarantee the completion of the works, and this would have to be administered and managed by staff on an ongoing basis into the future. In addition to setting precedence, the potential risks associated with this option are outlined above.

Servicing Option 3

The landowners could be requested to merge the two properties into one thereby avoiding the need to install new separate services to 8803; however, the landowner has previously indicated to staff that they are not in favour of this approach.

Parkland

Parkland dedication in this area is preferred over cash-in-lieu as a trail system has been planned to provide a north/south pedestrian connection. Lands for the trail system have already been dedicated to the Township as part of the approval of a residential
subdivision on the lands to the north. A dedication from the subject lands would help to facilitate a continuation of the trail system to the south. The Township provided a very conceptual drawing to the landowners in an effort to ensure that the trail system could continue to be located on the west side of Shadow Creek (Appendix 3). Given the drawing was only conceptual and was not meant to infer that the Township would be interested in purchasing additional lands, it has since been revised to ensure the dedication falls within the maximum 2% under the Planning Act and endorsed in principle by the Manager of Manager of Recreation & Facilities (Appendix 4). A landlocked parcel belonging to the landowner will be created as a result; however, it is the opinion of staff that the landlocked piece is not necessary to accommodate a future trail.

**Parkland Option 1**

Staff are recommending that the Township accept a maximum of 2% parkland dedication as permitted under the Planning Act.

**Parkland Option 2**

Additional lands beyond the 2% could be purchased from the landowner.

**Financial Impact**

In order to connect to the Township's municipal services, a deposit of $15,500.00 is required per the Township's Fee By-law. There is the potential that an additional deposit may be required due to the location of the connections would at Timberline Avenue; however, any remaining funds are returned to the landowner. The landowners would then be responsible for all costs associated with running the sanitary and water lines within the limits of the private property.

**Strategic Plan Impact**

- Community Development
- Service Excellence

Respectfully submitted,

Andrea Woodrow, MCIP, RPP
Director of Planning and Development

In concurrence,

Director of Corporate Services

Chief Administrative Officer
Appendix 1 – Key Map
Appendix 2 – Excerpt from Proposed Site Servicing Plan
Appendix 3 – Conceptual Parkland Dedication
Appendix 4 – Proposed 2% Parkland Dedication
Appendix 2 – Excerpt from Proposed Site Servicing Plan
(depicting existing shared servicing arrangement)
Appendix 3 - Conceptual Parkland Dedication
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October 19, 2017

Members of Council
Township of Severn
1024 Hurlwood Lane
P.O. Box 159
Orillia, ON
L3V 6J3

Re: Audit of the Consolidated Financial Statements of the Township of Severn

Dear Sirs and Mesdames:

This report is intended solely for the use of Council and should not be distributed without our prior consent. We accept no responsibility to a third party who uses this communication.

We have been engaged to express an audit opinion on the consolidated financial statements of the Township of Severn ("the Township") for the year ended December 31, 2017. Canadian Auditing Standards ("CAS") require that we communicate the following information with you in relation to your audit.

Management is responsible for establishing and maintaining an adequate internal control structure and procedures for financial reporting. This includes the design and maintenance of accounting records, recording transactions, selecting and applying accounting policies, safeguarding of assets and preventing and detecting fraud and error.

Auditor Independence

We will, through our planning process, identify any potential independence threats and will communicate any concerns we identify. The Township, management and Council have a proactive role in this process, and are responsible for understanding the independence requirements applicable to the Township and its auditor. You must also bring to our attention any concerns you may have, or any knowledge of situations or relationships between the Township, management, personnel (acting in an oversight or financial reporting role) and our Firm, its partners/principals and audit team personnel that may reasonably be thought to bear on our independence.

In determining which relationships to report, these standards require us to consider relevant rules and related interpretations prescribed by the Chartered Professional Accountants of Ontario (registered name of The Institute of Chartered Accountants of Ontario) and applicable legislation, covering such matters as:

(a) holding a financial interest, either directly or indirectly, in a client;

(b) holding a position, either directly or indirectly, that gives the right or responsibility to exert significant influence over the financial or accounting policies of a client;

(c) personal or business relationships of immediate family, close relatives, partners or retired partners, either directly or indirectly, with a client;

(d) economic dependence on a client; and
(e) provision of services in addition to the audit engagement.

In accordance with our professional requirements, we advise you that we are not aware of any relationships between the Township and our Firm that, in our professional judgement, may reasonably be thought to bear on our independence.

Accordingly, we hereby confirm that our audit engagement team, our Firm and the other Collins Barrow offices are independent with respect to the Township within the meaning of the Rules of Professional Conduct Rule 204 of the Chartered Professional Accountants of Ontario (registered name of The Institute of Chartered Accountants of Ontario).

Our Responsibilities as Auditor

As stated in the engagement letter, our responsibility as auditor of your Township is to express an opinion on whether the consolidated financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of the Township in accordance with Canadian Public Sector Accounting Standards.

An audit is performed to obtain reasonable but not absolute assurance as to whether the financial statements are free of material misstatement. Due to the inherent limitations of an audit, there is an unavoidable risk that some misstatements of the financial statements will not be detected (particularly intentional misstatements concealed through collusion), even though the audit is properly planned and performed.

Our audit includes:

- Assessing the risk that the financial statements may contain material misstatements that, individually or in the aggregate, are material to the financial statements taken as a whole;
- Examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements;
- Assessing the accounting principles used, and their application; and
- Assessing the significant estimates made by management.

As part of our audit, we will obtain a sufficient understanding of the business and internal control structure of the Township to plan the audit. This will include management's assessment of:

- The risk that the financial statements may be materially misstated as a result of fraud and error; and
- The internal controls put in place by management to address such risks.

The engagement team must undertake a documented planning process prior to commencement of the audit to identify concerns, address independence considerations, assess the engagement team requirements, and plan the audit work and timing. It may be necessary to contact members of Council if significant matters arise from planning procedures.

An audit does not relieve management or those responsible for governance of their responsibilities for the preparation of the Township's financial statements.

Council Members' Responsibilities

Council's role is to act in an objective, independent capacity as a liaison between the auditor and management to ensure the auditor has a facility to consider and discuss governance and audit issues with parties not directly responsible for operations.

Council's responsibilities include:
• Being available to assist and provide direction in the audit planning process when and where appropriate;
• Meeting with the auditor as necessary and prior to release and approval of financial statements to review audit, disclosure and compliance issues;
• Where necessary, reviewing matters raised by the auditor with appropriate levels of management, and reporting back to the auditor their findings;
• Making known to the auditor any issues of disclosure, corporate governance, fraud or illegal acts, non-compliance with laws or regulatory requirements that are known to them, where such matters may impact the financial statements or the Independent Auditor's Report;
• Providing guidance and direction to the auditor on any additional work the auditor feels should be undertaken in response to issues raised or concerns expressed;
• Making such enquiries as appropriate into the findings of the auditor with respect to corporate governance, management conduct, cooperation, information flow and systems of internal controls; and
• Reviewing the draft financial statements prepared by management, including the presentation, disclosures and supporting notes and schedules, for accuracy, completeness and appropriateness, and approve same.

Audit Approach

Outlined below are certain aspects of our audit approach which are intended to help you in discharging your oversight responsibilities. Our general approach to the audit of the Township of Severn is to assess the risks of material misstatement in the financial statements and then respond by designing audit procedures.

Illegal Acts, Fraud, Intentional Misstatements and Errors

Our auditing procedures, including tests of your accounting records, will be limited to those considered necessary in the circumstances and will not necessarily disclose all illegal acts, fraud, intentional misstatements or errors should any exist. We will conduct the audit under CAS, which include procedures to consider (based on the control environment, governance structure and circumstances encountered during the audit), the potential likelihood of fraud and illegal acts occurring.

These procedures are not designed to test for fraudulent or illegal acts, nor will they necessarily detect such acts or recognize them as such, even if the effect of its consequences on the financial statements is material. However, should we become aware that an illegal or possible illegal act or an act of fraud may have occurred, other than one considered clearly inconsequential, we will communicate this information directly to Council.

It is management's responsibility to detect and prevent illegal actions. If such acts are discovered or Council becomes aware of circumstances under which the Township may have been involved in fraudulent, illegal or regulatory non-compliance situations, such circumstances must be disclosed to us.

Related Party Transactions

During our audit, we conduct various tests and procedures to identify transactions considered to involve related parties. Related parties exist when one party has the ability to exercise, directly or indirectly, control, joint control or significant influence over the other. Two or more parties are related when they are subject to common control, joint control or common significant influence. Related parties also include management, members of Council and their immediate family members and companies with which these individuals have an economic interest.
We will ensure that any related party transactions that are identified during the audit have been represented by management to have been disclosed in the notes to financial statements, recorded in accordance with Canadian Public Sector Accounting Standards, and have been reviewed with you. Management is required to advise us if any related party transactions have occurred that have not been disclosed to us. Council is required to advise us if they are aware of or suspect any other related party transactions have occurred which have not been disclosed in the financial statements.

**Significant Accounting Principles and Policies**

The Township's financial statements will be prepared by management using various accounting principles, which have been incorporated into the Township's accounting policies and disclosed in the notes to the financial statements. Where accounting policies have changed from one period to the next, such changes will be noted and the effect of these changes will be disclosed.

The accounting policies adopted may be acceptable policies under Canadian Public Sector Accounting Standards; however, alternative policies may also be acceptable under Canadian Public Sector Accounting Standards. The Township and Council have a responsibility to not adopt extreme or inappropriate interpretations of Canadian Public Sector Accounting Standards that may have inappropriate or misleading results. Alternative policies, if adopted, may produce significant changes in the reported results of the operations, financial position and disclosures of the Township.

Council has a responsibility to review the accounting policies adopted by the Township, and where alternative policies are available, make determinations as to the most appropriate policies to be adopted in the circumstances. If members of Council are concerned that the adoption or change of an accounting policy may produce an inappropriate or misleading result in financial reporting or disclosure, this concern must be discussed with management and the auditor. If Council believes that a policy or policies adopted are inappropriate or produce a misleading result in the circumstances, these concerns should be discussed with us directly, either privately or in Council meetings.

**Risk-based**

Our risk-based approach focuses on obtaining sufficient appropriate audit evidence to reduce the risk of material misstatement in the financial statements to an appropriately low level. This means that we focus our audit work on higher risk areas that have a higher risk of being materially misstated.

**Materiality**

Materiality is defined as:

Materiality is the term used to describe the significance of financial statement information to decision makers. An item of information, or an aggregate of items, is material if it is probable that its omission or misstatement would influence or change a decision. Materiality is a matter of professional judgement in the particular circumstances.

We plan to use an overall materiality of $515,000 and a performance materiality of $435,000. The overall materiality for last year's audit was $480,000 and the performance materiality was $408,000.

Materiality is used throughout the audit and in particular when:

a) Identifying and assessing risk of material misstatement;

b) Determining the nature, timing and extent of further audit procedures; and

c) Evaluating the effect of uncorrected misstatements, if any, on the financial statements and in forming an opinion on the auditor's report.
Audit Procedures

In responding to our risk assessment, we will use a combination of tests of controls, tests of details and substantive analytical procedures. The objective of the tests of controls is to evaluate whether certain controls operated effectively. The objective of the tests of details is to detect material misstatements in the account balances and transaction streams. Substantive analytical procedures are used to identify differences between recorded amounts and predictable expectations in larger volumes of transactions over time.

Should any member of Council wish to discuss or review any matter addressed in this letter or any other matters related to financial reporting, please do not hesitate to contact us at any time.

To ensure there is a clear understanding and record of the matters discussed, we ask that members of Council sign their acknowledgement in the spaces provided below.

Yours very truly,

Collins Barrow Kawartha LLP

per: Joanna Park, CPA, CA

Acknowledgement of Council:

We have read and reviewed the above disclosures and understand and agree with the comments therein:

Township of Severn

Are you aware of any frauds, illegal acts or management override of internal controls at the Township?

Yes / No (please circle one)

If yes, please contact our office immediately

Name ____________________________ Position ____________________________

Name ____________________________ Position ____________________________
February 23, 2018

Mayor Mike Burkett & Council
Township of Severn
1024 Hurlwood Lane, Box 159
Orillia, ON L3V 6J3

RE: Annual Log-Sawing Contest – Elmvale Maple Syrup Festival

Dear Mayor Burkett,

It is with pleasure that I invite you to compete in the Annual Log-Sawing Contest taking place at the Elmvale Maple Syrup Festival on Saturday, April 28, 2018.

The log-sawing contest is scheduled to commence at 12:00 noon following the Opening Ceremonies. We are asking that all participants meet at the Main Stage (corner of Queen Street and Maria Street) at 11:45 a.m. in preparation for the competition.

If you are interested in participating in the competition, please contact Nicole Audette at nicole.audette@springwater.ca or via telephone at 705-728-4784 Ext. 2067 by April 13, 2018 to RSVP. If you cannot find a brave enough soul to join you in the competition, we will find a partner for you to lumberjack with on the day of the event!

A women's only competition will be taking place again this year (subject to number of registrants). Please indicate which competition you would like to participate in.

As in previous years, this invitation has been extended to a number of local dignitaries, including area MPs, MPPs and representatives from neighbouring Municipal Councils. I hope to see everyone out to support this worthwhile and fun community event.

Sincerely,

Bill French
Mayor, Springwater Township
Bill.French@springwater.ca
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Dear Mayor Burkett and Severn Township Council,

On behalf of Friends of the Tower committee, please accept our appreciation, and thanks, for the management, co-ordination, and financial support of the installation phase of the Tower mural. Thank you, also, for your attendance at our celebration of its inception in December. The Washago community has greeted the Tower's rebirth with enthusiasm, and support for continued rehabilitation of the site.

A survey of those attending the celebration revealed interest in enhancing the impact of the Tower, and its site, as well as the showcasing of other historical aspects of the Village.

To that end, Friends of the Tower would like to undertake some basic landscaping of the plot directly beneath the Tower, the installation of an interpretive plaque explaining its significance to the railroading history of Washago, and the provision of solar lighting to provide a dramatic night time focal point for the Village.

We have received offers of aggregate for directly under the structure, plaque design and production, and landscaping expertise, all from the community. We would like an opportunity to provide details, and to collaborate with Council on plans to achieve these projects.

We are requesting that the Township paint the supporting structure, remove the standing pipe and shed, and return the original pump from the park, to its appropriate historical context under the Tower. FYI, Washago Home Hardware has made an offer of paint from their supplier, which may, or may not be adequate for the supporting structure.

We are looking forward to a continuation of the collaboration with Council and staff, which has allowed such a successful result of the Tower's first phase toward rehabilitation.

Respectfully Yours,

[Signature]

for Friends of the Washago Water Tower
Col Grebstad and CWG Lamontagne cordially invite you to join us for the Adm BR Royal Ball.

Date: Saturday, May 12th, 2018
Time: Cocktails: 1730 hrs
      Dinner: 1830 hrs
Location: Base Borden Officers' Mess

Formal dress: Mess kit | tuxedo | dark business suit with tie or bowtie | floor-length evening dress | ball gown

Cost: $65

Duty driver available

Le LeCol Grebstad et l'Adt C Lamontagne vous invitent cordialement à vous joindre à nous pour le bal royal du Sve de l'admin.

Date: Samedi le 12 mai 2018,
Heure: Cocktails: 17 h 30
      Repas: 18 h 30
Lieu: Mess des officiers de la Base Borden

Tenue: Tenue de mess / smoking de couleur foncée / complet fonce avec cravate ou nœud papillon / robe de soirée longue / robe de bal

Coût: 65 $

Chauffeur designe disponible
Memorandum SSS-2018-01

To: Honourable Mayor Burkett, Members of Council, CAO W. Henry Sander, Township staff
From: Sustainable Severn Sound (SSS); the Sustainability Committee (SC); and Ian McVey, Regional Climate Advisor, Federation of Canadian Municipalities (FCM), Sustainability Committee representative, Councillor Ron Stevens
Date: 11-Apr-2018
RE: 1. Update on SSS's Local Climate Change Action Plan (LCCAP) Project, and
2. Recommendation for the Township of Severn to Join the Federation of Canadian Municipalities (FCM) Partners for Climate Protection Program (PCP).

Memorandum Recommendation
THAT Memorandum No. SSS-2018-01 dated 11-Apr-2018 updating the Township of Severn on SSS's Local Climate Change Action Plan (LCCAP) project be received for information, AND
THAT Council support the enclosed model resolution to join the Federation of Canadian Municipalities (FCM) Partners for Climate Protection (PCP) Program, recognizing SSS as their Associate Member, responsible for conditions of program membership.

Local Climate Change Action Plan Project Update
• Survey release and distribution (on-line, print media, newsletters and hard-copy at municipal offices), open until 31-Mar-2018. The survey was developed by SSS to gauge climate change awareness and identify priority actions as part of the LCCAP.
• Media and education activities, including brand (Local Climate Change Action Plan-LCCAP) development, digital and print columns, social media posts and promotional video; per the LCCAP Communications Strategy.
• Greenhouse gas (GHG) data acquisition per FCM's PCP methodology, with support from municipalities, service providers, outside agencies and partner organizations. Preliminary analysis of emissions data utilizing the PCP Tool has begun, to be completed by 13-Apr-2018.
• SSS speaker series event held on 22-Feb-2018, 2:30-4:30pm welcoming (86) attendees. Speakers included Dr. Dianne Saxe, the Environmental Commissioner of Ontario; Ian McVey, FCM's Regional Climate Change Advisor; and Victoria Ervick, SSS's Local Climate Change Action Plan Coordinator.
• Community climate change workshops (5) planned for April 2018.
• DRAFT Local Climate Change Action Plan (LCCAP) available May-2018.
• (3) of our (7) partner municipalities; the Township of Tiny, the Town of Penetanguishene and the Township of Tay have joined the Federation of Canadian Municipalities (FCM) Partners for Climate Protection (PCP) Program, recognizing SSS as their Associate Member responsible for PCP program membership.
What Is The Partners For Climate Protection (PCP) Program?

FCM’S PCP PROGRAM: OVERVIEW

- The PCP program is a national network of municipal governments working to address climate change. The PCP program was launched by the Federation of Municipalities in 1994 to provide a structured approach for Canadian municipalities to engage in GHG climate change action planning.
- Currently over 300 Canadian municipalities are PCP members, with close to 70 in Ontario, and 21 of those with populations under 15,000.
- PCP is a joint initiative between the Federation of Canadian Municipalities (FCM) and ICLEI – Local Governments for Sustainability. The PCP program rests on a 5-Milestone framework for reducing GHGs: (1) develop a community-wide greenhouse gas (GHG) inventory, (2) set a GHG reduction target, (3) develop an action plan, (4) implement said action plan, (5) and report on progress. The model is flexible, in that milestones can be completed in many different ways.
- Associate Members can represent a municipality in the PCP program and take on responsibilities for their partner municipality in meeting program requirements. An Associate Member is any individual or organization that works in the sustainability field, whose work relates and/or supports municipalities in their efforts towards action on climate change. SSS has been approved by the PCP program staff as an Associate Member.
- PCP members are expected to complete all 5 program milestones within 10 years. If at any time your municipality is not able to meet the PCP program requirements, municipalities can always leave the program and rejoin it at a later date.

FCM’S PCP PROGRAM: WHY SHOULD THE TOWNSHIP OF SEVERN JOIN THE PCP PROGRAM?

- No additional staff time, financial or in-kind contribution is required. The work being undertaken by SSS was designed to align with the PCP Program framework.
- PCP member municipalities SSS gain access to the PCP Hub, which is an online platform connecting PCP members coast-to-coast. Via the PCP Hub, SSS will gain access to funding and training opportunities, as well as peer and technical support.
- The PCP program offers a proven approach to reducing greenhouse gas (GHG) emissions, and the support you need to achieve success.
- Being actively engaged in the PCP program gives your municipality the chance to become a leader by taking systematic and organized action on climate change. By participating in the PCP program, your municipality, SSS staff and the Sustainability Committee gains access to the following tools and resources:
  - Support and guidance, through the PCP Milestone Framework, to reduce GHG emissions.
  - Access to a network of 300 local governments across Canada that are taking action on climate change and can help your community succeed by offering their experience and examples.
  - Technical support tools, including the PCP Milestone Tool and PCP Protocol.
Information and access to funding opportunities, such as those offered by FCM’s Green Municipal Fund.
- Capacity-building resources, including workshops, case studies and training opportunities.
- Awards and recognition for milestone achievements and for reported measures.

FCM’s PCP Program: How Does Your Municipality Join the PCP Program?
- To join the PCP program, your municipality must pass the PCP joining resolution, (Attachment A: PCP Model Resolution) which commits them to undertaking a GHG inventory, target setting and action planning process to complete Milestones 1-3 of the PCP program framework. A reminder, SSS is completing this work, delivering on Milestones 1-3 as part of the Local Climate Change Action Plan (LCCAP).
- Joining municipalities are to appoint a staff and elected official to serve as a point of contact for SSS in order to share program information and updates. SSS would request that Councillor Ron Stevens, your current Sustainability Committee member, remain as your council representative, with the Township’s staff contact to be recorded as Mr. W. Henry Sander, CAO. The staff contact may receive information related to the PCP program from SSS.
- No additional staff contribution beyond the standard participation of Councillor Stevens on the Sustainability Committee and the role as defined per the Sustainability Committee Terms of Reference is required (Attachment B: Sustainable Severn Sound and the Sustainability Committee, Terms of Reference, 2018).

FCM’s PCP Program: Review of Alignment with SSS Initiatives
- In December 2017, SSS began the development of a corporate and community GHG inventory, the setting of a GHG target and the preparation of the Local Climate Change Action Plan. Regular updates on the progress of this project has been distributed to the Township.
- As a result of the Township’s 2018 commitment to SSS and the work being completed by SSS, the Township of Severn is in a position to move rapidly to Milestone 3 of the PCP framework without additional resources and no additional financial or in-kind contributions by your municipality.
- A DRAFT Letter of Understanding between SSS and the Township of Severn has been prepared for review by Mr. Sander. This will be discussed further with Mr. Sander prior to any final approval (Attachment C: DRAFT Letter of Understanding between Sustainable Severn Sound (SSS) and the Township of Severn Stating the Role of SSS in Representing the Township as their Associate Member in the Federation of Canadian Municipalities (FCM) Partners for Climate Protection (PCP) Program).
Background Information

PROVINCIAL POLICY SUPPORTING MUNICIPALITIES IN CLIMATE CHANGE ACTIONS

- **Climate Change Mitigation and Low-carbon Economy Act, 2016, S.O. 2016, c. 7**
- **Planning Act, R.S.O. 1990, c. P. 13**
  - Section 2 of the Planning Act was amended in 2017 to make the “mitigation of greenhouse gas emissions and adaptation to a changing climate” an enumerated matter of provincial interest providing grounds for planning matters.
  - On April 3, 2018, the day named by proclamation of the Lieutenant Governor, section 16 of the Act is amended by adding the following subsections: (See: 2017, c. 23, Sched. 3, s. 5 (2)), Climate change policies, (14) An official plan shall contain policies that identify goals, objectives and actions to mitigate greenhouse gas emissions and to provide for adaptation to a changing climate, including through increasing resiliency. 2017, c. 23, Sched. 3, s. 5 (2).

- **Growth Plan for the Greater Golden Horseshoe, May 2017, 4.2.10 (2) Climate Change**
  - In planning to reduce greenhouse gas emissions and address the impacts of climate change, municipalities are encouraged to:
    - develop strategies to reduce greenhouse gas emissions and improve resilience through the identification of vulnerabilities to climate change, land use planning, planning for infrastructure, including transit and energy, green infrastructure, and low impact development, and the conservation objectives in policy 4.2.9.1;
    - develop greenhouse gas inventories for transportation, buildings, waste management and municipal operations; and
    - establish municipal interim and long-term greenhouse gas emission reduction targets that support provincial targets and reflect consideration of the goal of low-carbon communities and monitor and report on progress made towards the achievement of these targets.

  - Changes included the addition of ‘respecting climate change’ to the Act

Other Considerations

- **Ontario’s Municipal Infrastructure Strategy**
  - Provincial regulation to support climate change considerations in municipal asset management (lifecycle, energy costs and green infrastructure first)

Link:

Federation of Canadian Municipalities, Partners for Climate Change Program Information and Resources (https://fcma.ca/home/programs/partners-for-climate-protection/how-to-join-pcp.htm)

Attachment A:

Joining Resolution: This document contains the complete text of the resolution to be passed by your municipal council to join the PCP program. This is to be returned to SSS for their records if your municipality supports the Township's membership in the FCM’s PCP program.

Sustainable Severn Sound (SSS) | 105 Fourth Street, P.O. Box 8, Midland, ON | L4R 4K6 | 705.526.1371 x.112
Attachment B: Sustainable Severn Sound and the Sustainability Committee, Terms of Reference, 2018 (pages 9-11).
Attachment C: DRAFT Letter of Understanding between Sustainable Severn Sound (SSS) and the Township of Severn: Role of SSS in Representing the Township as their Associate Member in the Federation of Canadian Municipalities (FCM) Partners for Climate Protection (PCP) Program (page 12-14).

Cc: Councillor Ron Stevens, Sustainability Committee representative
   Doug Luker, CAO, Township of Tiny, Sustainability Committee Chairperson

Sustainable Severn Sound (SSS) is a regional sustainability program supported by seven of the municipalities in the Severn Sound area (Towns of Midland and Penetanguishene, Townships of Georgian Bay, Severn, Oro-Medonte, Tiny and Tay). This project also receives in-kind support from the North Simcoe Community Futures Development Corporation (NSCFDC), the Severn Sound Environmental Association (SSEA), and the Simcoe-Muskoka District Health Unit (SMDHU). SSS works to (1) educate municipalities on best practices and connect them to resources, (2) encourage the adoption of practices/policies within their municipal operations to support sustainable communities, and (3) to advocate for sustainable environmental practices within our service area.

SSS is funded by our partner municipalities:

In-kind project supporters:
Municipal Resolution to Join the Federation of Canadian Municipalities Partners for Climate Protection Program

Whereas the Township of Severn passed a council resolution on December 17, 2017 committing to participate in the development of a Local Climate Change Action Plan as a member of the Sustainable Severn Sound (SSS) program;

Whereas the FCM-ICLEI Partners for Climate Protection (PCP) program is a national capacity building program that supports Canadian municipal governments that have committed to reducing greenhouse gases (GHG) and to acting on climate change;

Whereas the PCP program is based on a five-milestone framework that involves completing a GHG inventory and forecast, setting a GHG reduction target, developing a local action plan, implementing the plan, and monitoring progress and reporting results;

Whereas PCP members gain access to a network of over 300 municipal governments to share their knowledge and experience on how to reduce GHG emissions, as well as a number of tools and resources to undertake the steps in the five-milestone framework;

Whereas SSS is resourced to support the Township of Severn on completing their PCP milestones and submitting reports on the Township's progress to the PCP program as described in the PCP member benefits and responsibilities.

BE IT RESOLVED that the Township of Severn communicate to FCM and ICLEI its participation in the PCP program and its commitment to achieving the milestones set out in the PCP five-milestone framework;

BE IT FURTHER RESOLVED that the Township of Severn appoint the following:

a) Corporate staff person: W. Henry Sander, Chief Administrative Officer
   Contact number: 705.325.2315 x. 227
   Email address: hsander@townshipofsevern.com

b) Elected official: Councillor Ron Stevens
   Contact number: 705.325.2315
   Email address: rstevens@townshipofsevern.com

to oversee implementation of the PCP milestones and be the points of contact for the PCP program within the municipality.

_____________________________
Signature

_____________________________
Date
Sustainable Severn Sound (SSS) and the Sustainability Committee (SC)
Terms of Reference

Background

In 2008, local regional municipalities and their communities’ first demonstrated sustainability leadership by adopting the regional Sustainability Plan. This action led to the creation of Sustainable Severn Sound (SSS) and the Sustainability Committee (SC) in 2011 to lead the implementation of that Plan. In 2015, SSS and the SC reviewed the Sustainability Plan to develop a Sustainability Action Plan. In 2016, the development of a local climate change action plan was identified within SSS’s inaugural Municipal Sustainability Report Card as a priority action item for implementation by local municipalities. In 2017, SSS and the SC initiated the development of the local climate change action plan for their (7) member municipalities and communities.

Community

Beyond working with our (7) member municipalities, being the Towns of Midland and Penetanguishene, and the Townships of Georgian Bay, Oro-Medonte, Severn, Tay and Tiny, SSS also collaborates with the general public, including those which work, live and/or play in the South-eastern Georgian Bay area and located within SSS’s area of service. This area has a population of 100,000 permanent residents, and expands to over 250,000 with the inclusion of seasonal residents.

SC Structure

Current representation on the SC include: Council and/or staff from each of SSS’s member municipalities (Towns of Midland and Penetanguishene, and the Townships of Georgian Bay, Oro-Medonte, Severn, Tay and Tiny), the Simcoe Muskoka District Health Unit, the North Simcoe Community Futures Development Corporation, and the Severn Sound Environmental Association.

Role of SSS and the SC

The SC serves as an advisory committee to SSS by supporting the SSS objectives to: (1) educate municipalities on best practices and connect them to resources, (2) encourage the adoption of practices/policies within local municipal operations to support sustainable communities, and (3) to advocate for sustainable environmental, social and economic practices/policies within our service area.
Responsibilities of SSS and the SC will include:

- Continuously promote, communicate, and educate municipalities and the community about SSS’s role and the initiation of the local climate change action plan;
- Develop on-going partnerships with community organizations, champions and leaders;
- Collaborate with municipalities and the community to create and implement sustainable initiatives;
- Seek funding opportunities, prepare applications and administer grants to fund sustainable municipal and community projects;
- Provide research and information as requested by member municipalities;
- Assist and/or lead with the organization of workshops, conferences, annual events, and presentations.

Membership

SSS staff will be accountable to the SC, and supervised by the Chair. Core responsibilities are outlined in the annual contract per employee.

Budget

The SSS budget will be a component of North Simcoe Community Futures Development Corporation’s annual operating budget, maintained and communicated to the SC by SSS staff.

Accountability and Reporting

All approved SC meeting minutes shall be posted on the SSS website and provided to each SC member. SSS staff shall ensure the approved minutes and reports are sent to each member municipality Council, as directed by the SC. SSS staff shall present to Mayors and Councils at a minimum of once per year. Additional reporting may be required as deemed necessary per the SC.
Sustainable Severn Sound (SSS) and the Sustainability Committee (SC)

Meetings

Frequency
SC meetings shall be held monthly on the first, or second, Thursday of each month. Additional meetings may be scheduled as necessary at the call of the Chair.

Agenda
SSS staff shall set the agenda through input from the SC. This will be sent to members a minimum of (3) business days prior to the meeting.

Quorum and Decision-Making
A quorum will consist of 50% of members (5 of 10) to put forth any recommendation. Tasks will be assigned by consensus. Formal motions will be utilized as deemed necessary by the Chair. If at any time more than one representative per municipality or organization is in attendance at a scheduled SC, and a vote is called by the Chair, only one vote per each municipality or organization shall be recorded.

Conduct of Meeting
As above, all eligible committee members shall hold one vote; resolutions or decisions must be moved, seconded, and voted on by the SC in accordance with Robert’s Rules.

Minutes
SSS staff shall minute the proceedings, actions and resolutions of all SC meetings and any required Working Group meetings, including the names of those in attendance.

Working Groups and Ad Hoc Sub-Committees
SSS and the SC may establish Working Groups to advance their work. They shall subsequently report on the activities of their respective group to the SC as a whole.
Sustainable Severn Sound (SSS) and the Sustainability Committee (SC)

Terms of Reference

Approval Date: 8-Feb-2018

Chair, Signature: 

Doug Luker  Chair, Sustainability Committee (SC)

CAO, Township of Tiny representative to the SC
Mr. W. Henry Sander, CAO  
Township of Severn  
1024 Hurlwood Lane  
Severn, ON  
L3V 0Y6

RE: Letter of Understanding between Sustainable Severn Sound (SSS) and the Township of Severn: Role of SSS in Representing the Township as their Associate Member in the Federation of Canadian Municipalities (FCM) Partners for Climate Protection (PCP) Program

Mr. Sander,

On <insert date>, Council approved a model resolution to join the FCM’s PCP Program, appointing Councillor Ron Stevens and yourself, CAO, as the Council and staff point-of-contacts, respectively, for the PCP program (see Attachment A).

The PCP program is a national network of municipal governments working to address climate change. PCP is a joint initiative between the Federation of Canadian Municipalities (FCM) and ICLEI – Local Governments for Sustainability. The PCP program is a five-milestone performance-based model for reducing greenhouse gas emissions (GHGs). The model is flexible, in that milestones can be completed in many different ways. PCP members are expected to complete all five program milestones within 10 years. If at any time your municipality is not able to meet the PCP program requirements, municipalities can always leave the program and rejoin it at a later date.
SSS has set out below a description of the services that will be provided to the Township by SSS in meeting the requirements of membership in the PCP program. The following services will be delivered by Dec-2018:

1. Completion of a community-wide greenhouse gas (GHG) inventory (municipal and community),
2. Setting of corporate and community GHG reduction targets,
3. Preparation of a Local Climate Change Action Plan with a goal to reduce GHG reductions.

The Township has already supported the development of a joint GHG inventory, GHG target setting and action planning process through a 2017 Council resolution of support for the SSS project. By virtue of this commitment, SSS member municipalities are in position to move rapidly to Milestone 3 of the PCP framework without additional resources and no additional financial contribution.

After completion of the services 1-3, SSS will provide the additional services of:

4. Submission of a formal report every two years to the PCP program Secretariat, on behalf of the Township to fulfill the membership requirements,
5. Submission of reports to the PCP program Secretariat to track achievements and provide recognition as the Township progresses through the milestones,
6. Completion of the annual PCP Members Survey, which will provide the FCM with information that can be used to recognize the Township’s achievements in the yearly National Measures Report.

SSS will provide monthly updates on this provided service to the Sustainability Committee. Annual updates will be provided to your municipality through Council delegations regarding the status and progress of the Township as members of the PCP Program, including recommendations to further advance the municipality through the PCP Program milestone framework.

If you agree that the foregoing clearly sets out your understanding of our mutual responsibilities in response to Council’s support for the Township of Severn to join the PCP program, please sign a copy of this letter in the space indicated below, and return it to SSS and the Sustainability Committee at tracy@sustainablesevernsound.ca
Yours sincerely,

__________________________

Tracy Roxborough
Sustainability Coordinator
Sustainable Severn Sound (SSS)

Agreed and Accepted:

__________________________

W. Henry Sander, CAO, Township of Severn

Date

Attachment A: Approved Resolution by the Township of Severn to Join the PCP Program

Supporting Information/Links
Partners for Climate Protection Information
Partners for Climate Protection (PCP) Program FAQ

Sustainable Severn Sound (SSS) is a regional sustainability program supported by seven of the municipalities in the Severn Sound area (Towns of Midland and Penetanguishene, Townships of Georgian Bay, Severn, Oro-Medonte, Tiny and Tay). This project also receives in-kind support from the North Simcoe Community Futures Development Corporation (NSCFDC), the Severn Sound Environmental Association (SSEA), and the Simcoe-Muskoka District Health Unit (SMDHU). SSS works to (1) educate municipalities on best practices and connect them to resources, (2) encourage the adoption of practices/policies within their municipal operations to support sustainable communities, and (3) to advocate for sustainable environmental practices within our service area.
Mayor Burkett and Members of Council  
Township of Severn  
1024 Hurlwood Lane  
Severn, ON  
L3V 0Y6

March 26, 2018

Ontario Trillium Foundation  
Grow Grant Review Team  
800 Bay Street, 5th Floor  
Toronto, ON  
M5S 3A9

RE: Letter of Support from the Township of Severn for the May 2018 Grow Grant Submission by Sustainable Severn Sound (SSS) and the Sustainability Committee

Grow Grant Review Team:

The Township of Severn is providing this letter of support for the Grow Grant submission by Sustainable Severn Sound and the Sustainability Committee membership to assist with the implementation of the region's Local Climate Change Action Plan. In 2017, Council supported Sustainable Severn Sound's phased approach to the development of the Local Climate Change Action Plan involving a five performance-focused milestone framework to identify and guide effective and measurable greenhouse gas (GHG) reduction initiatives.

The Local Climate Change Action Plan is an important tool for our municipality in engaging communities in actions to reduce GHG emissions. The effective implementation of that said plan will be enhanced by the funding as requested by Sustainable Severn Sound, as it will aid in educating and informing both our municipality and the community on climate change mitigation measures, and help to deliver on the Township's Strategic Plan goal to 'strengthen our commitment to balance the needs of a growing township with the need to preserve and protect our natural environment for future generations of Severn residents and visitors.'

The Township contributes monthly Council-appointed representation to the Sustainability Committee, offering project oversight and helping to direct the work of Sustainable Severn Sound staff. Communications assistance and further staff services would be continued to be offered per the approval of Council and the Chief Administrative Officer.
Thank you in advance for the consideration of this submission by Sustainable Severn Sound. The mandate of Sustainable Severn Sound to educate, inform, implement and advocate is enhanced through their collaborative and regional approach, and the Township of Severn is pleased be a part of that on-going initiative.

With regards,

Mayor Mike Burkett
Township of Severn

Cc: Mr. H. Henry Sander, Township of Severn, CAO

Cc: Councillor Ron Stevens, Township of Severn, Sustainability Committee Representative
Mr. Douglas Luker, Township of Tiny, CAO, Chairperson for the Sustainability Committee
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PRESENT: Chair Frank Brazda
Members Pam Martin
Heather Mallard

ABSENT: Jane Dunlop

CALL TO ORDER
Chair Frank Brazda called the meeting to order.

DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF:
- Nil

APPROVAL OF MINUTES:
Minutes from the last meeting approved.

NEW BUSINESS:

MOTION 02-26-18-001 Moved by Heather Mallard and seconded by Pam Martin that the BIA donate $150.00 towards the Lions Club Fireworks January 1, 2018. To come from the contingency G-131-103-4990

Payable to the Coldwater Lions Club
- CARRIED

MOTION 02-26-18-002 Moved by Heather Mallard and seconded by Pam Martin that the BIA pay from G131-103-3230 Advertising:

1. SEGBAY Chamber of Commerce $174.02 for membership and website listing
2. Pam Martin $203.07 - reimbursement for Impression House for bookmarks
3. Picture This Canada $124.58 - Advertisement and listing in Map plus 100 maps
- CARRIED

MOTION 02-26-18-003 Moved by Pam Martin and seconded by Jane Heather Mallard that the meeting be adjourned. Next meeting to be AGM March 26, 2018
- CARRIED
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MINUTES OF A MEETING OF THE CULTURE & RECREATION ADVISORY COMMITTEE HELD AT ADMINISTRATION BUILDING, 1024 HURLWOOD LANE, TUESDAY, MARCH 13, 2018 AT 7:00 P.M.

PRESENT: Chair Vicki Ball

Members Judith Cox
Barb Clare-Powell
Kerri Deir
Bill Harvey
Grace Smith
Steven Zeidler

STAFF: Manager of Recreation & Facilities Patricia J. Harwood
Secretary Alyssa Salmon

CALL TO ORDER

Vicki Ball, Chair, called the meeting to order 7:00 p.m.

DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

- "NIL"

PRESENTATIONS / DELEGATIONS

- "NIL"

REPORTS FROM OFFICIALS (for information)

Culture & Recreation Advisory Committee Minutes – January 9, 2018

Report from Sharon R. Goerke, Clerk, re Municipal Conflict of Interest Act

Simcoe Muskoka District Health Unit re Township of Severn Public Beach Monitoring Summary Report 2017

MOTION CRAC03132018-01: Moved by Member Zeidler and seconded by Member Clare-Powell that the following report from officials be received as information;

a) Culture & Recreation Advisory Committee Minutes – January 9, 2018
March 13, 2018

b) Report from Sharon R. Goerke, Clerk, re Municipal Conflict of Interest Act
c) Simcoe Muskoka District Health Unit re Township of Severn Public Beach Monitoring Summary Report 2017

CARRIED

REPORTS FROM OFFICIALS (for direction)

Culture & Recreation Report No. R18-007 re Facility Rental Policy – Booking, Damage, Cancellation

MOTION CRAC03132018-02: Moved by Member Deir and seconded by Member Harvey that Culture & Recreation Report No. R18-007, dated February 1, 2018, with respect to Facility Rental Policy – Booking, Damage, Cancellation be received;
AND FURTHER THAT the Policy be adopted as presented;
AND FURTHER THAT the Policy be incorporated into the Corporate Policy Manual;
AND FURTHER THAT all Recreation facilities, sports fields, parks and events rental agreements be updated to reflect these changes.

CARRIED

Culture & Recreation Report No. R18-013 re Naming of Couchiching Avenue Parkland

MOTION CRAC03132018: Moved by Member Smith and seconded by Member Zeidler that Culture & Recreation Report No. R18-013, dated February 7, 2018, with respect to Naming of Couchiching Avenue Parkland be received;
AND FURTHER THAT Ardtrea Park be accepted for the name of the parkland.

CARRIED

Culture & Recreation Report No. R18-014 re Hourly Ice Rental Pre-Payment Policy

MOTION CRAC03132018: Moved by Member Harvey and seconded by Member Cox that Culture & Recreation Report No. R18-014, dated February 26, 2018, with respect to an Hourly Ice Rental Pre-Payment Policy be received;
AND FURTHER THAT the Hourly Ice Rental Pre-Payment Policy be adopted as presented;
March 13, 2018

AND FURTHER THAT all Ice Contracts be updated to reflect these changes.

CARRIED

Culture & Recreation Report No. R18-015 re Township of Severn Memorial Park Program

MOTION CRAC03132018: Moved by Member Clare-Powell and seconded by Member Smith that Culture & Recreation Report No. R18-015, dated March 5, 2018, with respect to Township of Severn Memorial Park Program be received; AND FURTHER THAT the suggestions from this meeting be implemented; AND FURTHER THAT a version of this policy be created for cemeteries and brought to Corporate Services.

CARRIED

ADJOURNMENT – 7:30 p.m.

Motion to adjourn.  

MOTION CRAC03132018: Moved by Member Harvey and seconded by Member Deir that this meeting be and is hereby now adjourned.

CARRIED

Vicki Ball
Chair

Alyssa Salmon
Secretary
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MINUTES OF THE MEETING OF THE PLANNING & DEVELOPMENT COMMITTEE
HELD IN THE ADMINISTRATION OFFICE, 1024 HURLWOOD LANE, WEDNESDAY,
MARCH 21, 2018 AT 7:00 P.M.

PRESENT: Chair

Mark Taylor

Members

Mike Burkett
Judith Cox
Ron Stevens
Donald Westcott

ABSENT: Members

Jane Dunlop
John Betsworth

STAFF: Clerk

Sharon Goerke

Chief Administrative Officer

Henry Sander

Director of Planning & Development

Andrea Woodrow

Planner

Katie Mandeville

CALL TO ORDER

Chair Taylor called the meeting to order.

DISCLOSURE OF PECUNIARY INTEREST & THE GENERAL NATURE THEREOF

Member Westcott with respect to Agenda Item No. G-1 as his son owns property on the Purbrook Creek Drain.

PUBLIC MEETINGS

• "NIL"

DELEGATIONS

Russell, Christie LLP re 3979 Sandcastle Court (see Resolution No. PD032118-03).

Russell, Christie LLP re Provincial Natural Heritage & Agricultural Mapping (see Resolution Nos. PD032118-04 and PD032118-05)

REPORTS FROM OFFICIALS (for information)

Building Report for the Month of February 2018.
By-law Enforcement Report for the Month of February 2018.


**MOTION P0032118-06:** Moved by Member Stevens and seconded by Member Cox that the following Reports from Officials be received as information:
(a) Building Report for the month of February 2018;
(b) By-law Enforcement Report for the month of February 2018;
(c) SPCA Report for the month of February 2018.

CARRIED

REPORTS FROM OFFICIALS (for direction)
- "NIL"

CORRESPONDENCE (for information)

Mr. O. Fiorese, 03/10/2018, with respect to a Request for Documents on Abandoning a portion of the Purbrook Creek Drain.

Cannabis Legalization Implementation Funding for Ontario Municipalities, 03/09/2018, with respect AMO Member Q and A.

**MOTION PD032118-07:** Moved by Member Cox and seconded by Member Stevens that the following correspondence be received as information:
(a) Oscar Fiorese, 03/10/2018, with respect to the Purbrook Creek Municipal Drain; and
(b) Cannabis Legalization Implementation Funding for Ontario Municipalities.

CARRIED

CORRESPONDENCE (for direction)

Coldwater and District Figure Skating Club, 03/06/2018, with respect to a request for waiver of fees at the Coldwater Community Centre.
MOTION PD032118-08: Moved by Member Burkett and seconded by Member Cox that a request of the Coldwater & District Figure Skating Club, dated March 6, 2018, for waiver of fees at the Coldwater Community Centre on March 31, 2018 be approved.

CARRIED

Township of Springwater, 02/23/2018, with respect to the Annual Log-Sawing Contest and Elmvale Maple Syrup Festival.

MOTION PD032118-09: Moved by Member Westcott and seconded by Member Stevens that the invitation to attend the Annual Log Sawing Contest to be held in Elmvale on April 28, 2018 be received as information.

CARRIED

Motion to close the meeting to the public.

MOTION PD032118-01: Moved by Member Burkett and seconded by Member Stevens that this meeting be and it is hereby now closed to the public pursuant to the Municipal Act, S.O. 2001, Chapter 25, Section 239.(2), for the purpose of considering:
(a) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and
(b) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

CARRIED

CONFIDENTIAL

Motion to reopen the meeting to the public.

MOTION PD032118-02: Moved by Member Burkett and seconded by Member Stevens that this meeting be and it is hereby now reopened to the public.

CARRIED

Reports from Officials

Confidential Planning Report No. P18-006, 03/12/18, with respect to 3979 Sandcastle Court.
MOTION PD032118-03: Moved by Member Stevens and seconded by Member Cox that Confidential Planning Report No. P18-006, dated March 12, 2018, with respect to 3979 Sandcastle Court be received; 
AND FURTHER THAT the Township Clerk be authorized to execute on behalf of the Corporation Minutes of Settlement between the Township of Severn and Rami Friedman as contained within this report.  
AND FURTHER THAT should the Minutes of Settlement be endorsed by the Ontario Municipal Board the Township Clerk be authorized to execute the Site Plan Agreement as contained within the approved Minutes of Settlement.

CARRIED


MOTION PD032118-04: Moved by Member Burkett and seconded by Member Cox that Confidential Planning Report No. P18-007, dated March 13, 2018, with respect to Provincial Natural Heritage System Mapping – Growth Plan for the Greater Golden Horseshoe 2017 be received as information.

MOTION PD032118-05: Moved by Member Stevens and seconded by Member Westcott whereas a Zoning By-law Amendment Application was received from Mariposa House Hospice on December 22, 2017 to add an additional permitted use to a property that was currently zoned for development.  
AND WHEREAS a Notice of Complete Application and Public Meeting was circulated by the Township on February 1, 2018 in accordance with the provisions of the Planning Act to provide notice of a Public Meeting to be held February 21, 2018;  
AND WHEREAS the Province released Natural Heritage Mapping on February 9, 2018 which took effect on the same date being February 9, 2018;  
AND WHEREAS the Natural Heritage Mapping indicates woodlands may be deemed to be “significant” which will restrict development on the subject and adjacent properties;
AND WHEREAS the February 21, 2018 Public Meeting was held in accordance with the Planning Act and Council was advised by staff that conformity of the proposal with the Growth Plan could not be confirmed in order to make a decision;
AND WHEREAS at that meeting Council deferred the decision on a Zoning By-law Amendment for 1140 Brodie Drive pending receipt of additional information from staff, the County of Simcoe and the Province.
AND WHEREAS the Township is desirous and supportive of having this much needed Hospice located in the Township of Severn to service the City of Orillia and surrounding area;
AND WHEREAS funding for the development of this facility is contingent on the approval of the Zoning By-law Amendment Application received December 22, 2017;
NOW THEREFORE BE IT RESOLVED THAT the Province be respectfully requested to allow a transitional period to accommodate complete applications that have already been submitted to municipalities under the previous rules (ie. in effect at the time of application) with respect to the new Provincial Policies.

CARRIED

Correspondence
• "NIL"

ADJOURNMENT

Motion to adjourn.

MOTION PD032118-10: Moved by Member Burkett and seconded by Member Cox that this meeting be and it is hereby now adjourned.

CARRIED

Adjourned – 7:55 p.m.

Mark Taylor
Chair

Sharon Goerke
Clerk
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PRESENT: Chair       Judith Cox

Members         Mike Burkett
                Jane Dunlop
                Ron Stevens
                Don Westcott
                John Betsworth

ABSENT: Member    Mark Taylor

STAFF: Director of Planning Andrea Woodrow (part of meeting)

Director of Fire & Emergency Services Tim Cranney (part of meeting)

Manager of Recreation & Facilities Pat Harwood (part of meeting)

Clerk            Sharon Goerke

Director of Corporate Services/Treasurer Andrew Plunkett

Chief Administrative Officer W. Henry Sander

CALL TO ORDER

Chair Cox called the meeting to order.

DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

Member Betsworth with respect to the Planning & Development Committee Meeting held March 21, 2018 as he is a neighbour to the Area 3 Development.

DELEGATIONS

• "NIL"

REPORTS FROM OFFICIALS (for information)

Recreation Report No. C18-019, 03/15/18, with respect to Township of Severn Memorial Park Program.

Public Works Report No. C18-008, 03/13/18, with respect to 2017 Annual Wastewater Reports.

**MOTION CSC032818-01:** Moved by Member Betsworth and seconded by Member Dunlop that the following Reports from Officials be received as information:
(a) Fire Report for the month of February 2018;
(b) Recreation Report No. C18-019, 03/15/18, with respect to a Memorial Park Program;
(c) Public Works Report No. W18-008, 03/13/18, with respect to 2017 Annual Wastewater Reports.

CARRIED

REMARKS FROM OFFICIALS (for direction)

Planning and Development

Planning Report No. P18-008, 03/19/18, with respect to Site Plan Approval – 8803 Highway 11 - Weber’s & Starbucks.

**MOTION CSC032818-13:** Moved by Member Stevens and seconded by Member Burkett that Planning Report No. P18-008, dated March 19, 2018, with respect to Site Plan Approval for 8803 Highway 11 – Webers & Starbucks be deferred to the April 4, 2018 Council Meeting.

CARRIED

Recess 10:26 a.m.
Reassembled 10:37 a.m.

Planning Report No. P18-009, 03/20/18, with respect to a Proposed Zoning By-law Amendment, Greenwood Acres Subdivision - 27 Gill Street.

**MOTION CSC032818-14:** Moved by Member Betsworth and seconded by Member Dunlop that Planning Report No. P18-009, dated March 20, 2018, with respect to a proposed Zoning By-law Amendment (File No. Z-17-03) for 27 Gill Street be received;
AND FURTHER THAT staff be directed to present a Draft Zoning By-law Amendment including “Holding” provisions for Council consideration at the April 4, 2018 Council Meeting;
AND FURTHER THAT pursuant to Section 34(17) of the Planning Act, no further Public Notice be provided with respect to the proposed Zoning By-law Amendment.

CARRIED

Recreation and Facilities

Recreation Report No. R18-005, 02/16/18, with respect to Uhthoff Trail Inspection & Maintenance Policy.

**MOTION CSC032818-02:** Moved by Member Dunlop and seconded by Member Betsworth that Recreation Report No. R18-005, dated February 16, 2018, with respect to a Uhthoff Trail Inspection & Maintenance Policy be received;
AND FURTHER THAT the policy be adopted and included in the Corporate Policy Manual;
AND FURTHER THAT the policy take effect April 1, 2018.

CARRIED

Recreation Report No. R18-016, 03/09/18, with respect to RFQ REC 2018-05 – Couchiching Avenue Parkland Fence.

**MOTION CSC032818-03:** Moved by Member Stevens and seconded by Member Westcott that Recreation Report No. R18-016, dated March 9, 2018, with respect to RFQ REC 2018-05 – Couchiching Avenue Parkland Fence be received;
AND FURTHER THAT Pat Lalonde Fencing be awarded the fencing project at a total cost of $7,754.60, plus HST.

CARRIED

Recreation Report No. R18-017, 03/09/18, with respect to RFQ REC 2018-04 – Couchiching Avenue Parkland Playground be received.
MOTION CSC032818-04: Moved by Member Westcott and seconded by Member Stevens that Recreation Report No. R18-017, dated March 9, 2018, with respect to RFQ REC 2018-04 – Couchiching Avenue Parkland Playground be received; AND FURTHER THAT the bids not be accepted as the bids were over the estimated budget. CARRIED

Recreation Report No. R18-018, 03/13/18, with respect to Women’s Dressing Room Update.

MOTION CSC032818-05: Moved by Member Dunlop and seconded by Member Betsworth that Recreation Report No. R18-018, dated March 13, 2018, with respect to Women’s Dressing Room Update be received; AND FURTHER THAT the Orillia OPP Detachment be given notice to vacate the current office in the Coldwater & District Community Centre by July 1, 2018; AND FURTHER THAT the staff be directed to move forward on the changes ensuring that the changes meet all applicable codes for the safety of the public. CARRIED

Public Works


MOTION CSC032818-06: Moved by Member Burkett and seconded by Member Stevens that Public Works Report No. W18-009, dated March 13, 2018, with respect to Sewer Flushing & Sewer Video Inspection Services be received; AND FURTHER THAT the 2018 Sewer Flushing & Sewer Inspection Services Project be awarded to Sewer Technologies Inc. as a contract extension from 2017 in the amount of $442,756.10, plus HST. CARRIED

**MOTION CSC032818-07:** Moved by Member Betsworth and seconded by Member Dunlop that Public Works Report No. W18-010, dated March 15, 2018, with respect to Road Improvements to Approach – Concession 8 be received; AND FURTHER THAT the reinstatement of the existing street lighting on Concession 8 overpass and the installation of new streetlights on the Bayou Road overpass be referred to the 2019 budget deliberations.

CARRIED

Public Works Report No. W18-011, 03/15/2018, with respect to Two Mid-Size Pickup Trucks.

**MOTION CSC032818-08:** Moved by Member Westcott and seconded by Member Stevens that Public Works Report No. W18-011, dated March 15, 2018, with respect to Two Mid-Size Pickup Trucks be received; AND FURTHER THAT the bid from Tom Smith Chevrolet Buick GMC be accepted in the amount of $47,392.00, plus HST; AND FURTHER THAT the trade-in allowance of $4,000.00 for U01 and $5,000.00 for U06 also be accepted and the vehicles be dispensed by trade-in to Tom Smith Chevrolet Buick GMC.

CARRIED


**MOTION CSC032818-09:** Moved by Member Betsworth and seconded by Member Dunlop that Public Works Report No. W18-012, dated March 15, 2018, with respect to Bulk Liquid Sulphate be received; AND FURTHER THAT the bid from Kemira Water Solutions Canada Inc. be accepted in the amount of $21,200.00 plus HST.

Public Works Report No. W18-013, 03/20/2018, with respect to Speeding Concerns on Town Line.
MOTION CSC032818-10: Moved by Member Dunlop and seconded by Member Betsworth that Public Works Report No. W18-013, dated March 20, 2018, with respect to Speeding Concerns on Town Line be received; AND FURTHER THAT the residents be advised that the electronic speed sign will be placed in this area in the near future to advise motorists of their speed; AND FURTHER THAT the residents be encouraged to contact the OPP with any speeding concerns for enforcement.
CARRIED

Fire & Emergency Services
• "NIL"

Corporate Services

Corporate Services Report No. C18-005, 01/29/18, with respect to a Code of Conduct—Elected Officials & Staff.

MOTION CSC032818-11: Moved by Member Stevens and seconded by Member Westcott that Corporate Services Report No. C18-005, dated January 29, 2018, with respect to Code of Conduct – Elected Officials & Staff be received; AND FURTHER THAT the Code of Conducts be adopted and included in the Corporate Policy Manual.
CARRIED

Corporate Services Report No. C18-012, 03/08/18, with respect to Use of Unopened Road Allowance – Gloucester Pool.

MOTION CSC032818-12: Moved by Member Dunlop and seconded by Member Betsworth that Corporate Services Report No. C18-012, dated March 8, 2018, with respect to Use of Unopened Road Allowance – Gloucester Road be received; AND FURTHER THAT the use of this unopened road allowance be approved, subject to the following conditions:
(a) Execution of a License Agreement for use of the unopened road allowance;
(b) Submission of a deposit in the amount of $20,000;
(c) Submission of a Certificate of Liability Insurance in the amount of $2 million naming the Township of Severn as an additional insured.
(d) The applicant being required to advise or obtain approval from the area residents with respect to this operation;
(e) Submission of approval from the County of Simcoe for removal of the trees on the subject property;
(f) Restricting the logging operations on weekends and statutory holidays;
(g) The applicant being responsible for the costs for any damages to Gloucester Road (above the original deposit).

CARRIED

Corporate Services Report No. C18-013, 01/30/18, with respect to Reserves / Reserve Funds.

MOTION CSC032818-15: Moved by Member Burkett and seconded by Member Stevens that Corporate Services Report No. C18-013, dated March 8, 2018, with respect to Reserves / Reserve Funds be received;
AND FURTHER THAT the recommendations contained in this report be adopted;
AND FURTHER THAT the Clerk be directed to forward the appropriate By-laws to Council for consideration.

CARRIED

Administration


MOTION CSC032818-16: Moved by Member Stevens and seconded by Member Westcott that Administration Report No. C18-013, dated March 9, 2018, with respect to 1/3 Tax Exemption – Council be received;
AND FURTHER THAT the honorariums for members of Council be increased as outlined in this report effective January 1, 2019.

CARRIED

Administration Report No. A18-014, 03/16/18, with respect to Hope Community Church.

MOTION CSC032818-17: Moved by Member Betsworth and seconded by Member Burkett that Administration Report No. A18-014, dated March 16, 2018, with respect to the Hope Community Church be received; AND FURTHER THAT Hope Community Church obtain a Building Permit Renewal for the 2016 development; AND FURTHER THAT a By-law to remove the Holding Zone on this property be forwarded to Severn Township Council for consideration; AND FURTHER THAT the fee of $1,000.00 for the removal of the Holding Zone be waived.

CARRIED

CORRESPONDENCE (for information)
- "NIL"

CORRESPONDENCE (for direction)
Wharfmaster for the Severn Falls Dock, with respect to Baily Parkes and Riverhouse Restaurant.

MOTION CSC032818-19: Moved by Member Burkett and seconded by Member Stevens that correspondence received with respect to a Wharfmaster for the Severn Falls Dock be received; AND FURTHER THAT Bailey Parkes be appointed as the new Wharfmaster; AND FURTHER THAT Mr. Parkes be required to enter into an Agreement for a three (3) year term with the Township with respect to this matter.

CARRIED
Gail Haverson, 03/08/18, with respect to the placement of stoop and scoop signs on Sheridan Drive and Shaw Street.

**MOTION CSC032818-20:** Moved by Member Dunlop and seconded by Member Betsworth that a request of Gail Haverson, dated March 8, 2018, with respect to the placement of stoop and scoop signs on Sheridan Drive and Shaw Street be approved.

CARRIED

Brian Borrow, 02/16/2018, with respect to a fire at 2879 Upper Big Chute Road.

**MOTION CSC032818-18:** Moved by Member Burkett and seconded by Member Westcott that an invoice received from Brian Borrow, dated February 16, 2018, with respect to a fire at 2879 Upper Big Chute Road be received; AND FURTHER THAT no further action be taken with respect to this matter.

CARRIED

Simcoe County Road Supervisors 10th Annual Regional Safety & Training Truck Roadeo – May 23, 2018.

**MOTION CSC032818-21:** Moved by Member Burkett and seconded by Member Stevens that a registration form to attend the Simcoe County Road Supervisor 10th Annual Regional Safety & Training Truck Roadeo to be held May 23, 2018 be received as information.

CARRIED

Veronica & Ken Stevenson, 03/19/18, with respect to the purchase of a road allowance adjacent to 3687 Burrows Bay Road.

**MOTION CSC032818-22:** Moved by Member Dunlop and seconded by Member Betsworth that a letter from Veronica & Ken Stevenson, dated March 19, 2018, with respect to the purchase of a shore road allowance adjacent to 3687 Burrows Bay Road from the Ministry of Natural Resources be received;
AND FURTHER THAT the Ministry of Natural Resources be advised that this Council has no objections to the sale of this parcel of land, provided that the applicant supplies a valid Septic Inspection to the Township prior to the purchase.

CARRIED

COMMITTEE UPDATES

Member Dunlop
- Severn Library Board
- Maple Tree Ribbon Cutting Ceremony
- Coldwater BIA

Member Betsworth
- ODAS Park

Member Burkett
- Orillia Winter Games
- Couchiching Conservancy
- Wellbeing Seminar
- Lakehead University
- Mariposa Hospice
- Orillia Square Mall Bus Service
- Cannabis Proposals
- County of Simcoe

Member Stevens
- Wellbeing Seminar
- Sustainable Severn Sound
- Maple Tree Dedication
- Muskoka Street Upgrades
- Orillia Physicians Recruitment
- Orillia Public Library

Member Westcott
- Ontario's Lake Country
- Washago Carving Event
- Muskoka Street Upgrades
- Parks Canada – Swing Bridge Repairs
March 28, 2018

Member Cox
- County of Simcoe
- County Museum Activities
- Cannabis Legislation
- Tourism Work Plan

CONFIDENTIAL

Reports from Officials
- "NIL"

Correspondence
Miller Thomson, 03/19/18, with respect to the Starbucks Restaurant at 8803 Highway 11.

MOTION CSC032818-23: Moved by Member Stevens and seconded by Member Westcott that a letter from Miller Thomson, dated March 19, 2018, with respect to the Starbucks Restaurant at 8803 Highway 11 be received as information.

CARRIED

ADJOURNMENT – 12:00 p.m.

Motion to adjourn.

MOTION CSC032818-24: Moved by Member Dunlop and seconded by Member Betsworth that this meeting be and it is hereby now adjourned.

CARRIED

Judith Cox, Chair

Sharon R. Goerke, Clerk
THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY
BEING A BY-LAW TO REPEAL CERTAIN RESERVE AND RESERVE FUND BY-LAWS

WHEREAS a comprehensive review has been undertaken of By-laws with respect to Reserve and Reserve Fund Accounts;

AND WHEREAS it is deemed expedient to repeal By-laws related to outdated or non-active Reserve and Reserve Fund Accounts;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SEVERN HEREBY ENACTS AS FOLLOWS:

1. That the following By-laws, being outdated or non-active be and they are hereby repealed:
   (a) By-law No. 1996-108, Being a By-law to Provide for the Establishment of Reserve Funds;
   (b) By-law No. 2003-132, Being a By-law to Authorize Borrowing from Reserve Funds (Westshore Water & Sewer Project);
   (c) By-law No. 2006-102, Being a By-law to Provide for the Consolidation of Reserves & Reserve Funds for the Corporation of the Township of Severn; and
   (d) By-law No. 2008-03, Being a By-law to Establish a TCE Reserve Account (Coldwater Water System)

2. That this By-law shall come into force and effect on the date of passing thereof.

By-law read a first and second time this 4th day of April, 2018.

By-law read a third time and finally passed this 4th day of April, 2018.
THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY
BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PRINCIPLES INTEGRITY (Integrity Commissioner)

WHEREAS Section 223.3 of the Municipal Act, 2001 authorizes a municipality to appoint an Integrity Commissioner who reports to Council and is responsible for performing in an independent manner the functions assigned by legislation and by Council;

AND WHEREAS by Resolution No. CSC012418-08 Council has appointed Principles Integrity, through its principals Jeffrey A. Abrams and Janice Atwood-Petkovski, as the Integrity Commissioner for the Corporation of the Township of Severn;

AND WHEREAS it is deemed expedient to enter into a Professional Services Agreement with Principles Integrity;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SEVERN HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be authorized to execute a Professional Services Agreement with Principles Integrity as set out in Schedule "A" attached hereto and forming part of this By-law.

2. That this By-law shall come into force and effect on the 1st day of May, 2018.

By-law read a first and second time this 4th day of April, 2018.

By-law read a third time and finally passed this 4th day of April, 2018.

CORPORATION OF THE TOWNSHIP OF SEVERN

MAYOR

CLERK
SCHEDULE "A" TO BY-LAW NO. 2018-14

THIS AGREEMENT is made as of this 1st day of May, 2018

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SEVERN
(hereinafter called the "Township")

- and -

PRINCIPLES INTEGRITY
(hereinafter called the "Integrity Commissioner")

Professional Services Agreement

WHEREAS Section 223.3 of the Municipal Act, 2001 authorizes the Township to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by legislation and by Council pursuant to that legislation;

WHEREAS the County issued Request Quotation No. 2017-084 (the "RFQ") for the position of a Joint Integrity Commissioner, to which the Integrity Commissioner submitted a proposal;

WHEREAS Severn Township Council by the adoption of By-Law Number XXXXX appointed Principles Integrity as Integrity Commissioner commencing on May 1, 2018 for the term specified herein subject to such extension(s) as the Parties may agree, to perform the duties and responsibilities of that office pursuant to the terms of the legislation and this agreement;

NOW THEREFORE, in consideration of the foregoing background, the covenants in this Agreement, and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), the Parties agree as follows:

1.1 Definitions

In this Agreement, the following terms shall have the following meanings:

"Advice" means a request by a Member of Township Council, a Member of a local board of the Township or the public requesting the Integrity Commissioner to provide a general or specific interpretation of:

(i) obligations under the Code of Conduct applicable to the Member;
(ii) obligations under a provision of any procedure, rule or policy of the municipality or local board of the municipality, as the case may be, governing the ethical behaviour of Members;
(iii) obligations under the Municipal Conflict of Interest Act.

"Agreement" means this Agreement;

"Township Clerk" means the Township Clerk or his/her designate as appointed by Council.

"Code of Conduct" means any code of conduct adopted from time to time with respect to the Members of Council or of a local board of the municipality, but excludes any code of conduct applying to staff of the Township of Severn or a local board;
“Complaint” is a request asking the Integrity Commissioner to conduct an inquiry into an alleged contravention of a Code of Conduct or of the Municipal Conflict of Interest Act ("MCIA"), or of a provision of any procedure, rule or policy of the municipality or local board of the municipality, as the case may be, governing the ethical behaviour of Members;

“Member” means, respectively, a Member of the Council or a local board of the Township of Severn.

1.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and as may be amended from time to time, and shall be treated in all respects as an Ontario contract.

2.0 Duties

2.1 Subject to and in accordance with applicable legislation and the terms of this Agreement, the Township retains the Integrity Commissioner to carry out the duties of the position in an independent manner and the Integrity Commissioner agrees to assume this role and carry out the role of the Integrity Commissioner as it may be defined from time to time in legislation and as otherwise contemplated by this Agreement.

2.2 The role of the Integrity Commissioner includes the following duties:

a. to provide advice on the application of the Code of Conduct, and on Township policies, procedures, protocols and rules relating to the ethical conduct of Members, and the Municipal Conflict of Interest Act;

b. to conduct inquiries in response to a complaint regarding whether a Member has contravened the Code of Conduct, Township policies, procedures, protocols and rules relating to the ethical conduct of Members, or sections 5, 5.1 or 5.2 of the Municipal Conflict of Interest Act;

c. to provide opinions on policy matters and make other reports to Council as requested on issues of ethics and integrity;

d. to provide educational information and training to Council, to Members and to the public on matters related to the Code of Conduct and issues of ethics and integrity and to the Municipal Conflict of Interest Act;

e. to provide general information to members of the public, on request, about the Code of Conduct, the Complaint Protocol and the availability of complaint resolution services or referrals as contemplated by the Complaint Protocol;

f. to maintain custody and control of the Integrity Commissioner's complaint and inquiry files and, on completion of his or her term of appointment, to transfer open files relating to ongoing matters to the incoming Integrity Commissioner appointed by Council;

f. to provide such other services respecting ethical and integrity matters as assigned by Council or as may be required by the Municipal Act, 2001, with respect to the ethical conduct and behavior of members of Council and Local Boards;
h. to provide bi-annual reports to Council respecting the advice, education and investigations carried out in the previous year and developments or recommendations of significance related to the role of the Township's Integrity Commissioner. The reports shall contain the number of investigations, the nature of each investigation and the associated costs.

2.3 The Integrity Commissioner shall perform the duties expeditiously in an independent and professional manner, in compliance with all applicable laws. For greater certainty, the Integrity Commissioner is entitled to establish such procedures, practices, protocols and policies to support the performance of the Integrity Commissioner's duties in a manner which best serves the public interest.

2.4 The Integrity Commissioner acknowledges and advises that the principals of the Integrity Commissioner do not have any conflicts of interest that would interfere with carrying out the duties under this Agreement and that they will be impartial and neutral and shall perform all duties skillfully, competently, independently and in accordance with all applicable law.

2.5 The Integrity Commissioner may after first advising Members of Council in writing, delegate certain duties, including the exercise of powers under the Municipal Conflict of Interest Act or the Public Inquiries Act, and the duty to report on an inquiry, in circumstances where both principals of the Integrity Commissioner become aware of a private interest in a matter that conflicts or could be perceived to conflict with the proper administration of the Integrity Commissioner's role. The Integrity Commissioner recognizes and agrees that it has been selected by the Township to perform its duties based on the unique qualifications of its principals, and so any delegate will have qualifications, experience and expertise necessary to perform the duties to the same standard as the Integrity Commissioner.

2.6 The Township shall provide public access to all Codes of Conduct through its website. The Township shall also provide information about the Codes of Conduct, the role of the Integrity Commissioner and the complaint process on its website. As such, the Integrity Commissioner's duties do not include development of a website or similar public information, but any concern surrounding appropriate dissemination of information relevant to the duties of the Integrity Commissioner may be forwarded to the Township Clerk for consideration. Review of website content does not constitute part of the Integrity Commissioner's duties, unless specifically requested to do so by the Township.

2.7 The Township may in writing at any time after the execution of this Agreement or the commencement of the duties delete, extend, vary or otherwise alter the Code of Conduct and the duties forming the subject of this Agreement. The Township shall consult with the Integrity Commissioner prior to changing the duties. The Integrity Commissioner shall have the option of terminating this Agreement immediately if the scope of the duties is materially altered without the Integrity Commissioner's consent.

3.0 Fees

3.1 Commencing on May 1, 2018, the County shall pay the Integrity Commissioner an annual retainer of $1000.00 on behalf of the Township of Severn.

3.2 The Township shall pay the Integrity Commissioner a block fee of $1,600.00 per day for attendance, including preparation, at any meeting of Council or a local board for the purpose of conducting training or education. It is anticipated that the Integrity Commissioner may be called upon to provide at least one educational session.
3.3 For the performance of the remaining duties under this Agreement, the Township shall pay the Integrity Commissioner an hourly rate of $230.00, to be billed monthly, subject to:

a. a cap of $3,000.00 in respect of the initial preparation or review of any applicable Code of Conduct and related protocols;

b. the Integrity Commissioner apprising the Township with a detailed explanation when the fee for investigations may exceed $5,000.00 in a single month;

c. an upset limit of $3,500.00 in any single month for responding to requests for advice from Members and for responding to inquiries from the public (except where the effort in preparing and articulating a response is so substantive as to justify a commensurate fee for the work hours involved, in which case the Integrity Commissioner shall provide prior notice to the Township Clerk that the cap will be exceeded).

3.4 As travel to Township offices will be required from time to time, the Integrity Commissioner will consider auto and rail transportation services, subject to what is most feasible in terms of timing. The Township shall reimburse the Integrity Commissioner for auto travel at the following rate: $0.52 per km

3.5 Where overnight accommodation is required, the reasonable cost of such accommodation will be reimbursed and for other disbursements at cost (receipts required).

3.6 Should the Integrity Commissioner require a meeting space at the Township, the Township Clerk will make arrangements to provide such space in a Township facility on an as needed and as available basis. All such requests will be arranged by the Township Clerk. In arranging for such space, the Township will be mindful of the importance of confidentiality. The Integrity Commissioner may request space in another Township facility where the space offered could, in the opinion of the Integrity Commissioner, cause confidentiality concerns and the Township will make all reasonable efforts to accommodate such requests in a timely fashion.

3.7 Any reports prepared by the Integrity Commissioner shall be provided to the Township Clerk who will be responsible for printing and distributing the Integrity Commissioner’s report at the expense of the Township.

3.8 The Integrity Commissioner shall report to Council on a bi-annual basis with a detailed report on the number of requests received, the nature of each request and the cost of each request for information.

3.9 The Integrity Commissioner shall submit monthly invoices for services performed in accordance with the instructions set out in the RFQ.

3.10 Payments to the Integrity Commissioner will be by cheque or such other method as the Parties may agree to from time to time.
3.11 The Integrity Commissioner shall not seek reimbursement from the Township for any costs incurred by him/her which are not specifically set out in this Agreement, unless such costs are pre-authorized in writing by the Township Clerk.

3.12 The Township shall pay the amount of any invoice submitted in accordance with this Agreement within 45 days of the date of receipt.

4.0 Confidentiality

4.1 During the term of this Agreement, pursuant to Subsection 223.1 of the Municipal Act, 2001, the Integrity Commissioner is entitled to have access to all books, financial records, electronic data, processing records, reports, files and any other papers, things or property belonging to or used by the municipality that the Integrity Commissioner believes to be necessary for an inquiry.

4.2 The Integrity Commissioner and every person acting under the instructions of the Integrity Commissioner shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of carrying out any of the duties of the Integrity Commissioner under this Agreement, except as required by law in a criminal proceeding or in accordance with the provision of Subsection 223.5(1) of the Municipal Act, 2001.

4.3 Pursuant to Subsection 223.5(3) of the Municipal Act, 2001, 4.2 prevails over the Municipal Freedom of Information and Protection of Privacy Act.

4.4 Where the Integrity Commissioner reports to the Township that in his or her opinion a Member has contravened the Code of Conduct, the Integrity Commissioner may disclose in the report such matters as in the Integrity Commissioner's opinion are necessary, subject to applicable law.

4.5 If the Integrity Commissioner, when conducting an inquiry, determines that there are reasonable grounds to believe that there has been a contravention of any other Act, including the Criminal Code of Canada, the Integrity Commissioner will refer that portion of the matter to the appropriate authorities and suspend an inquiry of that portion of the matter until any resulting police investigation and charge has been finally disposed of, and shall report the suspension to Council.

4.6 Except as may be required by law, the Integrity Commissioner shall not disclose confidential information that was the subject of a closed meeting under Section 239 of the Municipal Act, 2001, or which could identify a person concerned.
5.0 Indemnity and Insurance

5.1 The Township shall indemnify and save harmless the Integrity Commissioner or any person acting under the instructions of that officer for costs reasonably incurred by either of them in connection with the defence of a proceeding if the proceeding relates to an act done in good faith in the performance or intended performance of a duty or authority under this Part or a by-law passed under it or an alleged neglect or default in the performance in good faith of the duty or authority.

5.2 During the term of this Agreement, the Integrity Commissioner shall procure and maintain errors and omissions insurance of not less than $5 million.

5.3 The insurance as required under subsection 5.2 shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material is given by the insurers to the Township at least thirty (30) clear days before the effective date thereof. Any revisions must be submitted to the Township Clerk for approval.

6.0 Term and Termination

6.1 This agreement shall be effective on May 1, 2018 and expire on November 30, 2022 unless otherwise terminated in accordance with the terms of this Agreement or by mutual agreement of the Township and the Integrity Commissioner in writing.

6.2 The Township may at any time by notice in writing to the Integrity Commissioner, suspend or terminate this Agreement and the duties thereunder or any portion thereof at any stage of the retainer. Upon receipt of such written notice, the Integrity Commissioner shall perform no further duties other than those reasonably necessary to close out the Integrity Commissioner's duties. In such an event, the Integrity Commissioner shall be entitled to payment for those duties rendered and disbursements incurred to the date of such termination.

6.3 The Integrity Commissioner may at any time by notice in writing to the Township terminate this agreement and the duties there under. Upon giving such written notice, the Integrity Commissioner shall not, without the consent of Council, perform any further duties other than those reasonably necessary to close out the Integrity Commissioner's duties. In such an event, the Integrity Commissioner shall be entitled to payment for those duties rendered and disbursements incurred to the date of such termination.

6.4 This Agreement may be extended or renewed upon mutual agreement of the Parties.
6.5 Upon termination of this Agreement, the Integrity Commissioner shall forthwith deliver all material and documentation related to any investigations underway to the Township's next Integrity Commissioner, and all such material and documentation shall become the property of the new Integrity Commissioner of the Township. In the event of the Township not having contracted the services of a new Integrity Commissioner, upon termination of this Agreement, the Integrity Commissioner shall make arrangements with the Township Clerk to transfer the material and documentation related to ongoing investigations in such a manner that satisfies the Integrity Commissioner's concerns respecting the confidentiality of the records, while allowing their use for the purposes that they were created.

6.6 The Integrity Commissioner shall retain all other records and documentation relating to its duties for a period of seven years following the earlier of the finalization of a matter or termination of this agreement.

7.0 Integrity Commissioner's Representation & Warranties

7.1 The Integrity Commissioner represents and warrants to and in favor of the Township.

7.2 The Integrity Commissioner has full power and authority and has obtained all necessary approvals to execute, deliver and perform this Agreement.

7.3 The Integrity Commissioner's execution, delivery and performance of this Agreement shall not constitute:

   a. a violation of any judgment, order or decree;
   b. a material default under any material contract by which it or any of its material assets are bound; or
   c. an event that would with notice or lapse of time, constitute such a default.

7.4 The obligations and services of the Integrity Commissioner hereunder will be performed in a professional manner consistent with the highest industry standards reasonably applicable to the performance of such obligations.

7.5 The Integrity Commissioner does not have any conflicts of interest that would interfere with carrying out the duties under this Agreement. Without limiting the generality of the foregoing, the principals of the Integrity Commissioner specifically acknowledge that they:

   a. are not employees of the Township;
   b. do not have a financial interest in any matters involving the Township;
   c. do not have an interest in matters before Township Council or in any work undertaken by the Township;
   d. do not have and never have had, any involvement in the municipal politics of the Township of Severn.
7.6 The Integrity Commissioner will be impartial and neutral and shall perform all duties skillfully, competently, independently and in accordance with all applicable law.

8.0 Conflicts

8.1 If the Integrity Commissioner becomes aware of a situation where a conflict of interest could arise, subject to the provisions of Section 2.5 above, the Integrity Commissioner shall:

a. advise the Township Clerk immediately in writing of the nature of the conflict;

b. refrain from conducting any further investigation or providing advice on the matter at issue.

8.2 Upon receipt of a notice in writing from the Integrity Commissioner, the Township Clerk may request the Integrity Commissioner to remove himself or herself from an investigation/inquiry or to stop any further work on a matter, in which case, the Integrity Commissioner shall immediately make arrangements to transfer all related documentation to the Township Clerk as soon as possible. In that case, the Township Clerk may retain another person to conduct the investigation/inquiry or to carry on the work in question in place of the Integrity Commissioner, as the Township Clerk deems appropriate.

9.0 General

9.1 The Integrity Commissioner is appointed pursuant to Subsection 223.1 of the Municipal Act, 2001 and as such is responsible for performing the duties under this Agreement in an independent manner. The Integrity Commissioner may be identified publicly as the Township of Severn's Integrity Commissioner however the Integrity Commissioner is an independent contractor and shall not be considered at any time to be an agent or employee of the Township.

9.2 Where in this Agreement any notice is required to be given or made by either party to this Agreement, it shall be in writing and is effective if delivered in person, sent by ordinary or registered mail, or email addressed to the other party for whom it is intended at the following addresses, and any notice shall be deemed to have been given:

a. if delivered personally, on the date of such delivery;

b. if by ordinary mail, on the second business day following the date of mailing;

c. if by registered mail, on the day the postal receipt is acknowledged by the other party;

d. if by email, on the day it is acknowledged by reply e-mail.

9.3 Any notices intended for the Township shall be delivered and addressed to:
9.4 Any notices intended for the Integrity Commissioner shall be delivered and addressed to:

Principles Integrity
30 Haddon Street, Toronto, Ontario - M5M 3M9
Attention: Jeffrey A. Abrams and Janice Atwood-Petkovski
Tel No.: (647) 259-8697
Email: postoffice@principlesintegrity.org

9.5 The address of either party may be changed by notice in the manner set out in this section.

9.6 This Agreement may only be changed or amended in writing duly executed by the duly authorized representatives of both parties.

9.7 In the event of a breach of any provision of this Agreement by one party to this Agreement, no action or failure to act by the other party shall constitute a waiver of any right or duty afforded by that party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any such breach, except as may be specifically agreed to in writing by the party that is not in breach.

9.8 If any of the provisions of this Agreement shall be illegal or invalid, such illegality or invalidity shall not render the whole agreement illegal or invalid, but the Agreement shall be construed as if it did not contain the illegal or invalid provision(s), and the rights and obligations of the Parties shall be construed and enforced accordingly.

9.9 This Agreement, the RFQ and any addendum issued, any change order and purchase order issued by the Township, and the Integrity Commissioner's proposal in response to the RFQ constitute the entire agreement between the parties with respect to the subject matter of the Agreement and supersede all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written, unless they are expressly incorporated by additional reference in the Agreement.

9.10 Articles 4 and 5 shall survive upon termination of this Agreement.

9.11 Time shall be of the essence in all respects of this Agreement.
9.12 Each of the parties hereby covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgements or documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence and do and perform and cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

9.13 Any dispute, difference or disagreement between the parties in relation to this agreement may, with the consent of Council and the Integrity Commissioner, be referred to arbitration. No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the duties or in the business or other affairs of either the Township or the Integrity Commissioner. The determination of the arbitrator shall be final and binding upon the parties.

9.14 This Agreement may be signed in counterparts, each of which is an original, and all of which taken together constitute one single document.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as duly attested to by the hands of their proper signing officers authorized in that behalf.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE TOWNSHIP OF SEVERN
Per:
Mayor – Mike Burkett
Clerk – Sharon R. Goerke

PRINCIPLES INTEGRITY
Per:
Name: Jeffrey A. Abrams
Position: Principal
Name: Janice Atwood-Petkovski
Position: Principal
THE CORPORATION OF THE TOWNSHIP OF SEVERN

BY-LAW NO. 2018-15

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A RURAL ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SEVERN AND THE MINISTRY OF AGRICULTURE, FOOD & RURAL AFFAIRS (Severn Economic Development Strategic Plan)

WHEREAS the Corporation of the Township of Severn has been approved for funding from Her Majesty the Queen in Right of Ontario as represented by the Ministry of Agriculture, Food & Rural Affairs to facilitate the municipality’s Economic Development Strategic Plan;

AND WHEREAS it is deemed expedient to enter into an agreement in order to receive the approved funding;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SEVERN HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be authorized to execute an Agreement with Her Majesty the Queen in Right of Ontario, as represented by the Ministry of Agriculture, Food & Rural Affairs as set out in Schedule "A" attached hereto and forming part of this By-law.

2. That this By-law shall come into force and effect on the date of passing thereof.

By-law read a first and second time this 4th day of April, 2018.

By-law read a third time and finally passed this 4th day of April, 2018.

CORPORATION OF THE TOWNSHIP OF SEVERN

MAYOR

CLERK
RURAL ECONOMIC DEVELOPMENT PROGRAM
AGREEMENT BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs
(the "Province")
- and -
THE CORPORATION OF THE TOWNSHIP OF SEVERN
CRA # 138617113
(the "Recipient")

I. BACKGROUND

The Recipient has applied to the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) for funding under the Rural Economic Development (RED) program to assist the Recipient in carrying out the project.

The Recipient intends to carry out the Project under the Program.

The Province wishes to provide Funds to the Recipient for the Project.

II. CONSIDERATION

In consideration of the mutual covenants and agreements contained in this agreement (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the "Parties") agree as follows:

III. ENTIRE AGREEMENT

This Agreement, including:

- Schedule "A" – General Terms And Conditions,
- Schedule "B" – Operational Requirements And Additional Terms And Conditions,
- Schedule "C" – Project Description,
- Schedule "D" – Project Financial Information,
- Schedule "E" – Reporting, and
- any amending agreement entered into as provided below,
constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersede all prior oral or written representations and agreements.

IV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

V. AMENDING AGREEMENT

This Agreement may only be amended by a written agreement duly executed by the Parties.
VI. ACKNOWLEDGEMENT

The Recipient:

(a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and

(b) agrees to be bound by the terms and conditions in the entire Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

<table>
<thead>
<tr>
<th>Name:</th>
<th>Randy Jackiw</th>
<th>Date:</th>
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<tbody>
<tr>
<td>Title:</td>
<td>Assistant Deputy Minister</td>
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I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE TOWNSHIP OF SEVERN

<table>
<thead>
<tr>
<th>Name:</th>
<th>Mike Burkett</th>
<th>Date:</th>
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<tr>
<td>Title:</td>
<td>Mayor</td>
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<tr>
<th>Name:</th>
<th>Sharon Goerke</th>
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<tr>
<td>Title:</td>
<td>Clerk</td>
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I/We have authority to bind the Recipient.
SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

ARTICLE 1
INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpreting the Agreement:

(a) Words in the singular include the plural and vice versa;
(b) Words in one gender include all genders;
(c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
(d) Any reference to dollars or currency will be in Canadian dollars and currency;
(e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
(f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise;
(g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles; and
(h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meaning:

“Additional Terms And Conditions” means the terms and conditions referred to in section 8.1 of Schedule “A” of this Agreement and specified in section B.2 of Schedule “B” of this Agreement.

“Arm’s Length” has the same meaning as set out in the Income Tax Act (Canada) as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

“Auditor General” means the Auditor General of Ontario and/or the Auditor General of Canada, depending on the context.

“BPSAA” means the Broader Public Sector Accountability Act, 2010.

“Budget” means the budget attached as section D.3 of Schedule “D” of this Agreement.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province is closed for business.

“Claim Submission Deadline” means the date or dates set out under section D.4 of Schedule “D” of this Agreement.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.
"Cost-Share Funding Percentage" means the percentage the Province will pay toward the Recipient's Eligible Costs, as set out under section D.1.1 of Schedule "D" of this Agreement.

"Incurred" in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred (i.e., the Recipient has received the goods or services).

"Effective Date" means the date on which this Agreement is effective, as set out under section B.1.1 of Schedule "B" of this Agreement.

"Eligible Costs" means those costs set out under section D.6 of Schedule "D" of this Agreement.

"Event of Default" has the meaning ascribed to it in section 14.1 of Schedule "A" of this Agreement.

"Expiration Date" means the date on which this Agreement will expire, as set out under section B.1.2 of Schedule "B" of this Agreement, unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

"FAA" means the Financial Administration Act.

"Failure" means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

"FIPPA" means the Freedom of Information and Protection of Privacy Act.

"Funding Year" means:
(a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first; and;
(b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first.

"Funds" means the money the Province provides to the Recipient pursuant to this Agreement.

"Guidelines" means any written documents setting out the criteria governing the operation of the Program.

"Holdback" means the amount set out under section D.1.3 of Schedule "D" of this Agreement.

"Indemnified Parties" means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

"Ineligible Costs" means those costs set out under section D.7 of Schedule "D" of this Agreement.

"Maximum Funds" means the maximum amount of Funds the Province will provide to the Recipient under this Agreement, as set out under section D.1.2 of Schedule "D" of this Agreement.

"MFIPPA" means the Municipal Freedom of Information and Protection of Privacy Act.

"Notice" means any communication given or required to be given pursuant to this Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

"Party" means either the Province or the Recipient, unless the context implies otherwise.

"Program" means the program created by the Province entitled Rural Economic Development Program under Order-in-Council 201/2011, as amended.

"Project" means the undertaking described in Schedule "C" of this Agreement.

"Project Approval Date" means the date set out in section B.1.3 of Schedule "B" of this Agreement.
"Project Completion Date" means the date that the Recipient must complete its Project under this Agreement, as set out in section B.1.4 of Schedule "B" of this Agreement.

"PSSDA" means the Public Sector Salary Disclosure Act, 1996.

"Reports" means the reports set out under Schedule "E" of this Agreement.

"Requirements of Law" means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the BPSAA, the PSSDA or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

"Term" means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

1.3 Conflict. Subject to section 8.1 of Schedule "A" of this Agreement, in the event of a conflict between this Schedule "A" of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule "A" of the Agreement will prevail.
(d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
(e) Procedures to enable the Recipient to successfully complete the Project;
(f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
(g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
(h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

2.4 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of Schedule “A” of this Agreement.

2.5 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:
(a) Any changes that affect its representations, warranties and covenants under sections 2.1, 2.2 or 2.3 of Schedule “A” of this Agreement during the Term of the Agreement; and
(b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

ARTICLE 3
FUNDS AND CARRYING OUT THE PROJECT

3.1 Funds Provided. The Province will:
(a) Provide Funds to the Recipient up to the Maximum Funds, based on the Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;
(b) Provide the Funds to the Recipient in accordance with section D.5 of Schedule “D” of this Agreement provided that the Recipient makes claims for payment of Funds in accordance with section D.5 of Schedule “D” of this Agreement;
(c) Provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and
(d) Deposit the Funds into an account designated by the Recipient, provided that account:
   (i) Resides at a Canadian financial institution, and
   (ii) Is in the name of the Recipient.

3.2 Limitation On Payment Of Funds. Despite section 3.1 of Schedule “A” of this Agreement:
(a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 11.2 of Schedule “A” of this Agreement;
(b) The Province is not obligated to provide any Funds until it is satisfied with the progress of the Project;
(c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province’s assessment of the information provided by the Recipient pursuant to Article 6 of Schedule “A” of this Agreement;
(d) If, pursuant to the FAA, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

(i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or

(ii) Recover Funds already paid to the Recipient; or

(iii) Terminate the Agreement pursuant to section 13.1 of Schedule “A” of this Agreement;

(e) The Province shall impose a Holdback on any payment of Funds and will not be obligated to pay that Holdback to the Recipient until after the Province approves the Recipient’s Final Report pursuant to Article 6 of Schedule “A” of this Agreement; and

(f) The Province is not obligated to pay interest on the Holdback as described in (e) or any other payments under this Agreement.

3.3 Use Of Funds And Project. The Recipient will:

(a) Carry out the Project in accordance with the terms and conditions of this Agreement;

(b) Complete the Project by the Project Completion Date;

(c) Not use the Funds for Ineligible Costs;

(d) Use the Funds only:

(i) for Eligible Costs that are necessary for the purposes of carrying out the Project; and

(ii) for those activities set out in section D.3.1 of Schedule “D” of this Agreement; and

(e) Use the Funds only in accordance with the Budget.

3.4 Province’s Role Limited To Providing Funds. For greater clarity, the Province’s role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

3.5 No Changes. The Recipient will not make any changes to the Project, including to the Budget or timelines, without the prior written consent of the Province.

3.6 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient’s immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds in trust for the Province until the Recipient needs the Funds for the Project.

3.7 Recipient Earning Interest. If the Recipient earns any interest on the Funds, the Province may:

(a) Deduct an amount equal to the interest from any further installment of the Funds; or

(b) Demand from the Recipient the repayment of an amount equal to the interest.
3.8 **No Provincial Payment Of Interest.** The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

3.9 **Maximum Funds.** The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

3.10 **Rebates, Credits And Refunds.** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

3.11 **Funding, Not Procurement.** For greater clarity, the Recipient acknowledges and agrees that:
   (a) It is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
   (b) The funding the Province is providing under this Agreement is funding for the purposes of the PSSDA.

**ARTICLE 4**

**RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS**

4.1 **Acquisition.** If the Recipient acquires goods or services or both with the Funds, it will:
   (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
   (b) Comply with any Requirements of Law that may be applicable to how the Recipient acquires any goods or services or both.

4.2 **Contracts.** The Recipient will ensure that all Contracts:
   (a) Are consistent with this Agreement;
   (b) Do not conflict with this Agreement;
   (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
   (d) Require that any parties to those Contracts comply with all Requirements of Law; and
   (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article 6 of Schedule “A” of this Agreement.

4.3 **Disposal.** The Recipient will not, without the Province’s prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount set out in section B.1.5 of Schedule “B” of this Agreement at the time of purchase within the date set out in section B.1.6 of Schedule “B” of this Agreement.
ARTICLE 5
CONFLICT OF INTEREST

5.1 No Conflict Of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

5.2 Conflict Of Interest Includes. For the purposes of this Article, a conflict of interest includes any circumstances where:
   (a) The Recipient; or
   (b) Any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

5.3 Disclosure To The Province: The Recipient will:
   (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
   (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE 6
REPORTING, ACCOUNTING AND REVIEW

6.1 Preparation And Submission. The Recipient will:
   (a) Submit to the Province at the address referred to in section B.1.7 of Schedule “B” of this Agreement all Reports in accordance with the timelines and content requirements set out in Schedule “E” of this Agreement, or in a form as specified by the Province from time to time;
   (b) Submit to the Province at the address provided in section B.1.7 of Schedule “B”, of this Agreement or in a manner specified by the Province, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
   (c) Ensure that all Reports are completed to the satisfaction of the Province; and
   (d) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying confirmation has been completed.

6.2 Records Maintenance. The Recipient will keep and maintain:
   (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
   (b) All non-financial documents and records relating to the Funds or otherwise to the Project.

6.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at their own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
   (a) Inspect and copy the records and documents referred to in section 6.2 of Schedule “A” of this Agreement;
   (b) Remove any copies made pursuant to section 6.3(a) of Schedule “A” of this Agreement from the Recipient's premises; and
(c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

6.4 Disclosure. To assist in respect of the rights set out under section 6.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

6.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

6.6 Auditor General. For greater certainty, the Province’s rights to audit under this Article 6 of the Agreement are in addition to any rights provided to the Auditor General.

ARTICLE 7
COMMUNICATIONS

7.1 Acknowledgement And Support. Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in the form and manner set out under section B.1.8 of Schedule “B” of this Agreement.

7.2 Approvals Prior To Publication. The Recipient will submit all Project-related publications – whether written, oral or visual – to the Province for the approval of the Province prior to publication. The Recipient will indicate, in all of its Project-related publications – whether written, oral or visual – that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

7.3 Publication By The Province. The Recipient agrees that the Province may, in addition to any obligations the Province may have under FIPPA, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise. Without limiting the generality of the foregoing, the types of information the Province may publicize includes:
   (a) The Recipient’s name;
   (b) A description of the Recipient’s Project;
   (c) The amount of Funds the Recipient was approved to receive under this Agreement; and
   (d) The amount of Funds the Recipient actually received under this Agreement.

7.4 News Releases. The Recipient will ensure that all news releases related to the Project and created by the Recipient:
   (a) Are approved beforehand by the Province and
   (b) Include quotes from the Province, unless the Province declines to participate.

7.5 News Conferences. The Recipient will notify the Province in a timely manner of any planned news conferences organized by the Recipient to facilitate the attendance of the Province. The date for the news conference and other logistical considerations will be negotiated between the Province and the Recipient.
ARTICLE 8
ADDITIONAL TERMS AND CONDITIONS

8.1 Additional Terms And Conditions. The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of Schedule "B" of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule "A" of the Agreement, the Additional Terms and Conditions will prevail.

ARTICLE 9
DISCLOSURE OF INFORMATION PROVIDED BY RECIPIENT

9.1 FIPPA. The Recipient acknowledges that the Province is bound by the FIPPA and undertakes to perform its obligations under this Agreement in a manner that ensures that the Province is not in breach of its obligations under FIPPA.

9.2 Disclosure Of Information. Any information provided to the Province in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with FIPPA and any other Requirements of Law.

ARTICLE 10
INDEMNITY

10.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or willful misconduct of the Province.

10.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

10.3 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

10.4 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

10.5 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.
ARTICLE 11
INSURANCE

11.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars ($2,000,000.00) per occurrence. The policy will include the following:

(a) The Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;
(b) A cross-liability clause;
(c) Contractual liability coverage; and
(d) A thirty (30) day written notice of cancellation provision.

11.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section 11.1 of Schedule "A" of this Agreement. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

11.3 Right Of "First Call" On Insurance Proceeds. The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section 11.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the Construction Lien Act and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE 12
TERMINATION ON NOTICE

12.1 Termination On Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

12.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section 12.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

(a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
(b) Cancel any further payments of the Funds;
(c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
(d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

(i) Permit the Recipient to offset such costs against the amount owing pursuant to section 12.2(b) of Schedule "A" of this Agreement; and
Subject to section 3.9 of Schedule “A” of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE 13
TERMINATION WHERE NO APPROPRIATION

13.1 Termination Where No Appropriation. If, as provided for in sections 3.2(d) of Schedule “A” of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

13.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section 13.1 of Schedule “A” of this Agreement, the Province may take one or more of the following actions:

(a) Cancel any further payments of the Funds;
(b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
(c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b) of Schedule “A” of this Agreement.

13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section 13.2(c) of Schedule “A” of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE 14
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 Events Of Default. Each of the following events will constitute an Event of Default:

(a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:

(i) Carry out the Project;
(ii) Use or spend the Funds;
(iii) Provide, in accordance with section 6.1 of Schedule “A”, Reports or any such other reports as may have been requested pursuant to section 6.1(b) of Schedule “A”, under this Agreement; or
(iv) The Recipient fails to follow any directions that the Province provides under this Agreement.

(b) The Recipient’s operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;

(c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

(d) The Recipient ceases to operate.
14.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
(b) Provide the Recipient with an opportunity to remedy the Event of Default;
(c) Suspend the payment of Funds for such a period as the Province determines appropriate;
(d) Reduce the amount of Funds by an amount the Province determines is appropriate, acting reasonably;
(e) Cancel any further payments of the Funds;
(f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
(g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
(h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
(i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

14.3 Opportunity To Remedy. If, in accordance with section 14.2(b) of Schedule “A” of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

(a) The particulars of the Event of Default; and
(b) The Notice Period.

14.4 Recipient Not Remedying. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b) of Schedule “A” of this Agreement, and;

(a) The Recipient does not remedy the Event of Default within the Notice Period;
(b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
(c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province;

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule “A” of this Agreement.

14.5 When Termination Effective. Termination under this Article 14 of Schedule “A” of this Agreement will take effect as set out in the Notice.

ARTICLE 15
FUNDS AT THE END OF A FUNDING YEAR

15.1 Funds At The End Of A Funding Year. Without limiting any rights of the Province under Article 14 of Schedule “A” of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

(a) Demand the return of the unspent Funds; and
(b) Adjust the amount of any further payments of Funds accordingly.
ARTICLE 16
Funds Upon Expiry

16.1 Funds Upon Expiry. The Recipient will, upon the expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17
Repayment

17.1 Repayment Of Overpayment. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:
(a) Deduct an amount equal to the excess Funds from any further payments of the Funds; or
(b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.

17.2 Debt Due. If, pursuant to this Agreement:
(a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
(b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section 17.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section 3.6 of Schedule "A" of this Agreement.

17.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

17.4 Payment Of Money To Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 18.1 of Schedule "A" of this Agreement.

17.5 Repayment. Without limiting the application of section 43 of the FAA, if the Recipient fails to repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

17.6 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE 18
Notice

18.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.9 of Schedule "B" of this Agreement or as either Party later designates to the other by Notice.
18.2 Notice Given. Notice will be deemed to have been given:
(a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
(b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

18.3 Postal Disruption. Despite section 18.2(a) of Schedule “A” of this Agreement, in the event of a postal disruption,
(a) Notice by postage-prepaid mail will not be deemed to be received; and
(b) The Party giving Notice will provide Notice by email, personal delivery or fax.

ARTICLE 19
CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

19.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

ARTICLE 20
SEVERABILITY OF PROVISIONS

20.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE 21
WAIVER

21.1 Waivers In Writing. If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18 of Schedule “A” of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

ARTICLE 22
INDEPENDENT PARTIES

22.1 Parties Independent. The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE 23
ASSIGNMENT OF AGREEMENT OR FUNDS

23.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.
23.2 Agreement Binding. All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 24
GOVERNING LAW

24.1 Governing Law. This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE 25
FURTHER ASSURANCES

25.1 Agreement Into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE 26
JOINT AND SEVERAL LIABILITY

26.1 Joint And Several Liability. Where the Recipient comprises more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE 27
RIGHTS AND REMEDIES CUMULATIVE

27.1 Rights And Remedies Cumulative. The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE 28
ACKNOWLEDGMENT OF OTHER LEGISLATION AND DIRECTIVES

28.1 Recipient Acknowledges. The Recipient acknowledges that:

(a) By receiving Funds it may become subject to legislation applicable to organizations that received funding from the Government of Ontario, including the BPSAA, the PSSDA and the Auditor General Act;

(b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the BPSAA; and

(c) It will comply with any such legislation, including directives issued thereunder, to the extent applicable.
ARTICLE 29
JOINT AUTHORSHIP

29.1 Joint Authorship Of Agreement. The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE 30
FAILURE TO COMPLY WITH OTHER AGREEMENT

30.1 Other Agreements. If the Recipient:

(a) Has committed a Failure;
(b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
(c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
(d) Such Failure is continuing,
the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE 31
SURVIVAL

31.1 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Articles 1 and any other applicable definitions, 9, 10, 17, 18, 20, 21, 24, 25, 27 and 29 as well as sections 3.2(d), 3.2(e), 3.4, 3.9, 3.10, 3.11, 6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), 6.2, 6.3, 6.4, 6.5, 6.6, 12.2, 13.2, 14.1, 14.2, 14.4 of Schedule "A" of this Agreement and any cross-referenced Schedules therein as well as any other provision in this Agreement that specifically sets out it will survive the expiration or early termination of this Agreement. Despite the above, section 4.3 of Schedule "A" shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

ARTICLE 32
BPSAA

32.1 BPSAA. For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of this Agreement and the requirements of the BPSAA, the BPSAA will prevail.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "B" Follows]
SCHEDULE "B"
OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

B.1 OPERATIONAL REQUIREMENTS

B.1.1 Effective Date. The Effective Date of this Agreement is: January 12, 2018

B.1.2 Expiration Date. The Expiration Date of this Agreement is: December 31, 2020

B.1.3 Project Approval Date. The Project Approval Date is the same as the Effective Date.

B.1.4 Project Completion Date. The Project Completion Date is: December 31, 2019

B.1.5 Disposal Of Assets. The amount for the purposes of section 4.3 of Schedule "A" of this Agreement is fifty thousand dollars ($50,000.00) unless Ontario's contribution is less than twenty five thousand dollars ($25,000.00) in which case section 4.3 of Schedule "A" of this Agreement does not apply.

B.1.6 Asset Retention Time Period. For the purposes of section 4.3 of Schedule "A" of this Agreement the Recipient will retain the asset(s) for two (2) years from the date that the Project is completed.

B.1.7 Submission Of Publications For Approval And Reports. All Reports and Project-related publications under this Agreement will be submitted to:

Name: Ontario Ministry of Agriculture, Food and Rural Affairs
Address: Rural Programs Branch
4th Floor NW, 1 Stone Road West
Guelph, Ontario N1G 4Y2
Attention: Jennifer Dale, Program Coordinator
Fax: 519-826-3398
Email: RED@ontario.ca

or any other person identified by the Province in writing.

B.1.8 Recognition Of Provincial Support: The Recipient will acknowledge the Province's support for the Project in the following manner:

The Recipient will include on all Project-related publications – whether written, oral or visual – graphic identifiers of the Program or a tag line that is acceptable to the Province. All Project-related publications, including the manner in which Program support is recognized on such publications, are subject to approval by the Province under section 7.2 of Schedule "A" of this Agreement.

B.1.9 Providing Notice. All Notices under this Agreement will be provided to:

<table>
<thead>
<tr>
<th>The Province:</th>
<th>The Recipient:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Ontario Ministry of Agriculture, Food and Rural Affairs</td>
<td>The Corporation of the Township of Severn</td>
</tr>
<tr>
<td>Address: 4th Floor NW, 1 Stone Road West Guelph, Ontario N1G 4Y2</td>
<td>PO Box 159, 1024 Hurlwood Lane RR 4 Orillia, Ontario L3V 6J3</td>
</tr>
<tr>
<td>Attention: Brent Kennedy, Director</td>
<td>Henry Sander, CAO</td>
</tr>
<tr>
<td>Email: <a href="mailto:RED@ontario.ca">RED@ontario.ca</a></td>
<td><a href="mailto:hsander@townshipofsevern.com">hsander@townshipofsevern.com</a></td>
</tr>
</tbody>
</table>

or any other person identified by the Parties in writing through a Notice.
B.2 ADDITIONAL TERMS AND CONDITIONS

B.2.1 Notice Of Recipient's Insolvency. The Recipient will:

(a) Provide the Province with Notice at least five (5) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province's prior written consent from the date the Notice is sent to the Province; and

(b) Provide the Province with Notice within five (5) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE “C” FOLLOWS]
SCHEDULE “C”
PROJECT DESCRIPTION

C.1 PROJECT NAME
Severn's Economic Development Strategic Plan

C.2 PROJECT OBJECTIVE
The Township of Severn will receive up to $15,000.00 to create an Economic Development Strategic Plan to further the Township's economic opportunities.

C.3 ACTIVITIES

| The Recipient will | 1. Develop an Economic Development Strategic Plan |

All activities identified above will be completed by the Project Completion Date identified under section B.1.4 of Schedule “B” of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE “D” FOLLOWS]
SCHEDULE "D"
PROJECT FINANCIAL INFORMATION

D.1 FUNDING INFORMATION
D.1.1 Cost-Share Funding Percentage. The Cost-Share Funding Percentage is per cent (50.00%) of incurred paid Eligible Costs up to the Maximum Funds.

The percentage noted above is rounded to a whole number. Note that for payment purposes, the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Total Eligible Costs.

D.1.2 "Maximum Funds". The Maximum Funds the Recipient is eligible to receive from the Province under this Agreement is $15,000.00

D.1.3 Holdback. The Holdback will be up to ten per cent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

D.2 INCURRING ELIGIBLE COSTS
D.2.1 Incurring Eligible Costs. The Recipient will incur Eligible Costs in accordance with the following chart and no later than by the Project Completion Date.

<table>
<thead>
<tr>
<th>TOTAL ELIGIBLE COSTS TO BE INCURRED BY QUARTER WITHIN FUNDING YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>FUNDING YEAR</td>
</tr>
<tr>
<td>2018-19</td>
</tr>
<tr>
<td>2019-20</td>
</tr>
</tbody>
</table>

TOTAL ELIGIBLE COSTS UP TO $30,000.00

D.3 BUDGET
D.3.1 The Budget. The Budget for the Project is set out in the following chart:

<table>
<thead>
<tr>
<th>#</th>
<th>ELIGIBLE COST-ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Economic development strategic plan (e.g. consultant)</td>
</tr>
<tr>
<td></td>
<td>TOTAL ELIGIBLE COSTS UP TO $30,000.00</td>
</tr>
</tbody>
</table>

D.3.2 Project Financing For Eligible Costs. The Financing for the Project is set out in the following chart:

<table>
<thead>
<tr>
<th>PROJECT FINANCING</th>
<th>$ AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Corporation of the Township of Severn</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>RED Funding</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>TOTAL ELIGIBLE COSTS</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

D.4 CLAIM SUBMISSION DEADLINES
D.4.1 Claim Submission Deadlines. The Recipient will submit claims to the Province in accordance with whatever is the shorter time period:

(a) Claims or reports as set out in E.1 will be submitted after the end of each fiscal quarter according to the following schedule:

(i) Q1 (April 1 to June 30) - by August 31;
(ii) Q2 (July 1 to September 30) - by November 30;
(iii) Q3 (October 1 to December 31) - by February 28; or
(iv) Q4 (January 1 to March 31) - by May 31.

(b) The Final Claim will be submitted within three (3) months after the Project Completion Date as specified in Schedule "B" (B.1.4).

Despite the foregoing, the Province is not required to accept or pay on any claims that have been submitted after the Recipient has submitted their Final Report and the Project has been closed. Only Eligible Costs that are incurred and paid will be reimbursed at the percent cost-share as per section D.1.1 of Schedule "D" of this Agreement.

D.5 PAYMENT OF FUNDS

D.5.1 Payment Of Funds. Subject to the terms and conditions of this Agreement, the Recipient will incur Eligible Costs in accordance with the following chart (Column B) and the Province will pay Funds to the Recipient in accordance with the following chart (Column C):

<table>
<thead>
<tr>
<th>FUNDING YEAR (A)</th>
<th>ELIGIBLE COSTS BY FUNDING YEAR (B)</th>
<th>MAXIMUM FUNDS BY FUNDING YEAR (C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-19</td>
<td>$8,600.00</td>
<td>$4,300.00</td>
</tr>
<tr>
<td>2019-20</td>
<td>$21,400.00</td>
<td>$10,700.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$30,000.00</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

D.6 ELIGIBLE COSTS

D.6.1 Eligible Costs. Eligible Costs are those costs that are, in the Province's sole and absolute discretion, necessary for the successful completion of the Project, properly and reasonably incurred, paid or reimbursed by the Recipient; and consistent with an Eligible Cost category as set out below in this section D.6.1 of Schedule "D" of the Agreement.

For greater clarity, Eligible Costs are those that are set out immediately below in this Section D.6.1 of Schedule "D" of this Agreement where those costs have been incurred and paid by the Recipient.

Eligible costs must be incurred by the Recipient on or after the Effective Date set out in section B.1.1 of Schedule "B" and by the Project Completion Date set out in section B.1.4 of Schedule "B", which is identified in this Agreement.

Recipients must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value when purchasing goods or services, including consultants and contractors, for the Project. All businesses from which goods or services are purchased must be at arm's length to the Recipient in order for the costs to be considered eligible.

Eligible costs include:

(a) Project management, including:
   (i) Consultant's fees;
   (ii) Project-related professional fees (e.g., legal, architectural and accounting fees); and
   (iii) Project evaluation.
(b) Minor capital, including:
   (i) Subcontractor's fees;
(ii) Equipment (e.g., plumbing, electrical) and structural modifications to accommodate the installation of equipment within an existing building; and

(iii) Renovations and retrofits to existing structures (e.g., materials or supplies and labour to renovate an existing space).

(c) Training;
(d) Marketing or promotion-related costs;
(e) Travel costs in Canada and the continental United States associated with a specific public-facing event or series of events, public-facing hospitality costs directly related to the project, subject to provincial directives (including but not limited to the current Ontario Public Sector Travel, Meal and Hospitality Expenses Directive);
(f) Studies;
(g) Administrative costs directly related to project implementation (e.g., third-party expenses for printing or other administration); and
(h) Wages for new hires to work 100 per cent on project-related activities.

Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

D.7 INELIGIBLE COSTS

D.7.1 Ineligible Costs. The following costs are Ineligible Costs and therefore ineligible for funding under this Agreement. Those costs include, but are not limited to:

(a) Costs incurred prior to the Project Approval Date or after the Project Completion Date;
(b) Any cost not specifically required for the execution of a project;
(c) Normal operating costs associated with carrying out a business such as salaries and benefits for non-contract staff (i.e., full-time and part-time staff), office space, equipment and machinery, utilities, phone, materials, labour, board, committee and annual meetings;
(d) Deposits (prepayments), on their own, are not eligible for reimbursement as they are not an expense in the recipient's financial records as the goods/services have yet to be fully received;
(e) Direct wage subsidies for existing staff or any other staff who are not 100 per cent dedicated to the activities required to complete the project;
(f) Costs to maintain compliance with current Requirements of Law that pertain to the current operations of the recipient;
(g) Any travel, meal or hospitality costs beyond those provided for in the current Ontario Public Sector Travel, Meal and Hospitality Expenses Directive;
(h) Any in-kind contribution, which are those goods and services that are contributed to a project by the Recipient, Co-recipient(s) or other sources that would otherwise have to be purchased or contracted in order to complete the Project;
(i) Financing charges, loan interest payments, bank fees and charges, as well as debt restructuring or fundraising;
(j) Major capital costs, including:
   (i) New construction of buildings, structures (moveable and non-moveable) and other major infrastructure;
   (ii) Additions to buildings, teardowns or rebuilds;
   (iii) Purchase or lease of land, buildings and facilities;
(iv) Power lines, plumbing, telecommunications/broadband lines or equipment, water lines outside of the building; and
(v) Community aesthetics and functionality (e.g., streetscaping, green space development, murals, street lights, paved surfaces, tree islands).

(k) Costs of vehicles;
(l) Taxes including Harmonized Sales Tax (HST);
(m) Any refund or rebate received, or which the Recipient is eligible to receive;
(n) Costs incurred in preparing an application;
(o) Cost of alcohol, international travel (outside of Canada and the continental United States), per diems, gifts or incentives;
(p) Costs of permits and approvals;
(q) Costs of academic research;
(r) Costs related to activities that directly influence or lobby any level of government;
(s) Sponsorship of conferences and events; and
(t) Honorariums, membership costs.

D.8 TRAVEL AND MEAL COSTS

If travel or meal costs are not necessary to complete the Project, any costs related to travel or meals will not be reimbursed by the Province.

D.8.1 Transportation. Local public transportation including hotel/airport shuttles should be used wherever possible. When road transportation is the most practical, economical way to travel the order of preference is rental vehicle then personal vehicle.

D.8.2 Rental Vehicles. Compact model or its equivalent is required. Exceptions to this are guided by the principle that the vehicle is the most economical and practical size, taking into account the business purpose, number of occupants and safety (including weather) considerations. Luxury and sports vehicles are prohibited. Gasoline charges are an eligible expense.

D.8.3 Personal Vehicle. If using a personal vehicle, daily logs must be kept to track the business use, with distances calculated in kilometers. The current rates for travelling (per kilometer) in a personal vehicle, based on kilometers accumulated from April 1 of each Funding Year, are as follows:

(a) From 0 – 4,000 km; $0.40 in Southern Ontario and $0.41 in Northern Ontario;
(b) From 4,001 – 10,700 km; $0.35 in Southern Ontario and $0.36 in Northern Ontario;
(c) From 10,701 – 24,000 km; $0.29 in Southern Ontario and $0.30 in Northern Ontario;
(d) More than 24,000 km; $0.24 in Southern Ontario and $0.25 in Northern Ontario; and
(e) Necessary expenditures for parking, tolls for bridges, ferries and highways are eligible. If 200 km or more will be driven a day, use of a rental vehicle is required.

D.8.4 Air and Rail Travel. Air and rail travel is permitted if it is the most practical and economical way to travel. Economy (coach) class is the standard option for ticket purchase. Business class is only appropriate on a train in limited circumstances such as:

(a) The need to work with a team;
(b) Choosing a travel time that allows you to reduce other expenditures or accommodation;
(c) Accommodation requirements; and
(d) Health and safety requirements.

The standard for international air travel is economy class. The lowest available airfares appropriate to particular itineraries are required to be sought and bookings are required to be made as far in advance as possible.
D.8.5 **Taxis.** Taxis may be justified in cases where:

(a) Group travel by cab is more economical than the total cost of individuals travelling separately by public transit or shuttle; or

(b) Taking a cab allows you to meet an unusually tight schedule for meetings.

D.8.6 **Accommodations.** Reimbursement can be made for single accommodation in a standard room. Private stays with friends or family are acceptable, and a cash payment or gift may be provided to the friends or family.

(a) A maximum of $30 per night is allowed for accommodation including any meals with friends or family, in lieu of commercial accommodation. The $30 value may be given in the form of a small gift (which must be accompanied by a receipt) or by cash or cheque.

D.8.7 **Travel-Related Tips/Gratuities.** Examples of reasonable amounts include:

(a) 10% - 15% on a restaurant meal;

(b) 10% on a taxi fare;

(c) $2 - $5 for housekeeping for up to two nights in a hotel, up to $10 for a longer stay; and

(d) $2 - $5 per bag for a porter.

D.8.8 **Telecommunication While Travelling.** Audio or video conferencing should be considered as an alternative to travel. Whenever possible, the least expensive means of communications should be used while travelling, such as calling card.

D.8.9 **Meals While Travelling.** Alcohol cannot be claimed and will not be reimbursed as part of a travel or meal expense. Taxes and gratuities are included in the meal rates. Reimbursement is for restaurant/prepared food only.

**Meal Rates in Canada:**

<table>
<thead>
<tr>
<th>Meals</th>
<th>Maximum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$10.00</td>
</tr>
<tr>
<td>Lunch</td>
<td>$12.50</td>
</tr>
<tr>
<td>Dinner</td>
<td>$22.50</td>
</tr>
</tbody>
</table>

**Meal Rates in U.S. (in Canadian dollars):**

<table>
<thead>
<tr>
<th>Meals</th>
<th>Maximum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$19.10</td>
</tr>
<tr>
<td>Lunch</td>
<td>$18.90</td>
</tr>
<tr>
<td>Dinner</td>
<td>$47.35</td>
</tr>
</tbody>
</table>

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE “E” FOLLOWS]
E.1  **Reporting Requirements.** The following Reports will be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to the Province:

<table>
<thead>
<tr>
<th>Name of Report</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Progress Report and Claim Statement</td>
<td>Both the Progress Report and Claim Statement together (Schedules “E.2” and “E.3” of this Agreement) as set out in D.4.1(a) will be submitted at a minimum of once every quarter for each Funding Year. A Progress Report and Claim Statement must be submitted even during periods where the amount claimed is zero, unless the Recipient has submitted the Final Report.</td>
</tr>
<tr>
<td>2. Final Claim</td>
<td>The final claim (Schedule “E.3” of this Agreement) is to be completed and submitted to the Province within three (3) months of the Project Completion Date (Schedule B.1.4 of this Agreement).</td>
</tr>
<tr>
<td>3. Final Report</td>
<td>The Final Report (Schedule “E.4” of this Agreement) is to be completed and submitted to the Province on or before: April 30, 2020</td>
</tr>
<tr>
<td>4. Other Reports</td>
<td>As directed by the Province.</td>
</tr>
<tr>
<td>Any other Report regarding the Project that the Province requests.</td>
<td></td>
</tr>
</tbody>
</table>

[REST OF PAGE INTENTIONALLY LEFT BLANK - SECTION “E.2” OF SCHEDULE “E”]

27 of 34

Page 128 of 144
File No.: RED4-08181
Project Title: Severn’s Economic Development Strategic Plan

Progress Report and Claim Statement are to be completed and submitted to the Province at a minimum of once every quarter for each Funding Year for the Term of the Agreement unless a Final Report has been submitted. Please contact your Project Analyst should you have any questions filling in this report.

Please describe the project activities that have been completed or are in progress for this reporting period.

<table>
<thead>
<tr>
<th>Description of Activities</th>
<th>Approved Eligible Costs per Activity</th>
<th>Amount Claimed to Date per Activity</th>
<th>Activity Status (On, Ahead, or Behind Schedule)</th>
<th>Issues to Date and Actions Taken to Resolve Issues</th>
<th>Actual Expected Completion Date</th>
<th>Percentage of Activity Complete</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

For each RED outcome that you indicated on your application that would occur as a direct result of this project, please enter your results to date.

- Number and description of economic development barriers addressed
- Increased ability to undertake evidence-based planning to identify priorities and measure economic performance (Planning projects only)
- Number and description of collaborations established
- Increased economic competitiveness and diversity (e.g., attraction, retention and expansion of businesses)
- Innovative communities
- Expansion of markets
- Number of jobs created /retained
- Attraction, development or retention of a highly skilled workforce
- Support for provincial government priorities

I understand that this information will, subject to the terms and conditions of the agreement, be relied upon by the Government of Ontario to issue funds.

Name of Authorized Official (Print):

Signature:

Date:

28 of 34
Ontario

**Schedule "E.3"**

**Part 1 - Project Information**
- File No.: RED4-
- Project Title: 
- Date: 

**Part 2 - Authorized Official**
- Recipient's Company Name: 
- Project Representative: 
- Title: 
- Telephone: 
- Email: 

1. The information provided herein and in any document attached is accurate and complete, and being relied upon by OMAFRA to provide Funds in respect of the Project; 
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project; 
3. The Project as described in the Agreement will be completed by the Project Completion Date as set out in the respective schedule of the Agreement; 
4. There has been no overlap of funding from OMAFRA and from any other organization/level of government and the total amount of provincial and federal assistance claimed for the Eligible Costs for the Project does not exceed ninety per cent (90%) of the costs actually incurred and paid by the Recipient; 
5. There have been no overpayments by OMAFRA or any other organization or government; and 
6. The undersigned confirms these statements as of the date written below. 

**Part 3 - Claim Information**

<table>
<thead>
<tr>
<th>Claim #:</th>
<th>Period Covered by this Claim:</th>
<th>Final Claim?</th>
<th>Yes/No:</th>
</tr>
</thead>
</table>

**Part 4 - New Invoices - Paid Eligible Costs**

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date of Invoice (MM/DD/YYYY)</th>
<th>Vendor Name</th>
<th>Period of Invoice (MM/DD/YYYY)</th>
<th>Budget Item (Schedule &quot;D&quot; of the Agreement)</th>
<th>Work Description</th>
<th>Invoice Amount</th>
<th>Tax</th>
<th>Net Claim Amount (less tax)</th>
<th>Paid (Yes/No)</th>
<th>Method of Payment (e.g. cheque #, VISA)</th>
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</table>

**TOTAL** $ - $ - $ -

**Attach Invoices and proofs of payment and send to:**
- Ministry of Agriculture, Food and Rural Affairs
- Rural Programs Branch, 4th Floor
- 1 Stone Road West
- Guelph, ON N1G 4Y2
- Email: RED@Ontario.ca

To request access to the Online Claims Portal please email us at the address above.
SCHEDULE “E.4”
FINAL REPORT

File No.: RED4-08181
Project Title: Severn’s Economic Development Strategic Plan
Project Completion Date:
Date of Final Report:
Project Recipient: The Corporation of the Township of Severn

Final Report is to be completed and submitted to the Province on or before the ‘Final Report Due’ identified under section E.1 of Schedule “E” of this Agreement. Please contact your Project Analyst should you have any questions completing this report.

Section 1
Project Details

Is the description of your Project as completed accurate?
☐ Yes ☐ No

Project Variances (If applicable)
In reading the description and project completion date above, has your Project experienced any variances either in project scope or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the project description noted above.

Section 2
Outcomes

Economic Barriers
Describe how the Project removed barriers to community economic development.

Description of Barriers:

For each RED outcome that you indicated on your application that would occur as a direct result of this Project, please enter a brief description. Please give quantitative and qualitative statistics where applicable.
1. Increased ability to undertake evidence-based planning to identify priorities and measure economic performance (Planning projects only)
   - Describe how the Project led to evidence-based economic development policy, programs or strategies. What was the outcome for the region or sector?

2. Collaboration for economic growth
   - Describe how Recipient(s) worked with communities, organizations or others to make this project successful and support economic growth. How many collaborations were established?
     Number of Collaborations: ________________________________
     Description of Collaborations: ________________________________

3. Increased economic competitiveness and diversity (e.g., attraction, retention and expansion of businesses)
   - Describe how the Project increased economic competitiveness and diversity.

4. Innovative communities
   - Describe how the Project led to more innovative communities. Innovation is defined as the application of new ideas, leading-edge process, services or methods of delivery to solve problems, address challenges and take advantage of new opportunities.

5. Expansion of markets
   - Describe how the Project assisted with the expansion of existing markets or access to new markets.
6. Creation and/or retention of jobs

- Indicate the number of total jobs that were created and/or retained in rural Ontario as a result of the Project.

<table>
<thead>
<tr>
<th>Temporary (e.g., seasonal, construction)</th>
<th>Part-time (e.g., approximately 20 hours/week)</th>
<th>Full-time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jobs Created</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jobs Retained</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Attraction, development or retention of a highly skilled workforce

- Describe how the Project contributed to the attraction, retention or development (e.g., training) of a highly skilled and knowledgeable local workforce.

8. Support for provincial government priorities

- Describe which provincial priorities the Project supported, and how.

---

**Section 3
Financial Information**

**Approved Total Eligible Costs**

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Budgeted Costs</th>
<th>Actual Costs</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td>GROSS ELIGIBLE COST</td>
<td>$</td>
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</tr>
<tr>
<td>Less HST (if included in the above numbers)</td>
<td>$</td>
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</tr>
<tr>
<td>TOTAL NET ELIGIBLE COSTS*</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

* Total Net Eligible Cost should match the approved amount noted above.
Section 4
Other Benefits/Information

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, rural communities and the Province of Ontario.

Section 5
Service Experience

Based on your project experience with OMAFRA, please indicate with an "X" in the appropriate box for your response.

<table>
<thead>
<tr>
<th>1. Please Indicate the extent to which you agree or disagree with the following statements.</th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Neither Agree nor Disagree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Once my project was approved, I received all the information needed to proceed to the next step of the project.</td>
<td></td>
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</tr>
<tr>
<td>The claim forms were easy to understand and complete.</td>
<td></td>
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<tr>
<td>I was able to reach appropriate ministry staff without difficulty.</td>
<td></td>
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<tr>
<td>Ministry staff were knowledgeable.</td>
<td></td>
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<tr>
<td>I received consistent advice from ministry staff.</td>
<td></td>
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<tr>
<td>Ministry staff were courteous.</td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Overall, how satisfied were you with the amount of time it took to get the service that you required?</th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Strongly Dissatisfied</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>3. Overall, how satisfied were you with the service you received while implementing your project?</th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Strongly Dissatisfied</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>4. To what extent did the availability of this funding assistance influence your decision to undertake this project?</th>
<th>To a Great Extent</th>
<th>Somewhat</th>
<th>Very Little</th>
<th>Not at all</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>5. Overall, did you find working in the portal fairly easy to understand?</th>
<th>Very Easy</th>
<th>Somewhat</th>
<th>Not Easy</th>
<th>Did Not Use the Portal</th>
</tr>
</thead>
</table>
Section 6
Confidentiality, Certification and Signature

Confidentiality

Information submitted in this report to the Province of Ontario will be subject to the Freedom of Information and Protection of Privacy Act. Any information submitted in confidence should be clearly marked "CONFIDENTIAL" by the Recipient(s). Inquiries about confidentiality should be directed to OMAFRA's Rural Programs Branch.

Certification

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project; and
3. There have been no overpayments by OMAFRA or any other organization or government.

The undersigned warrants that these statements are true.

<table>
<thead>
<tr>
<th>Name of Authorized Official (Print):</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
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</tbody>
</table>
THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY
THE CORPORATION OF THE TOWNSHIP OF SEVERN

BY-LAW NO. 2018-16

BEING A ZONING BY-LAW TO REZONE A PORTION OF THE LANDS DESCRIBED AS LOT 21, CONCESSION 12, GEOGRAPHIC TOWNSHIP OF MEDONTE, NOW IN THE TOWNSHIP OF SEVERN (27 Gill Street)

WHEREAS the matters hereinafter set out comply with the Official Plan in effect for the Township of Severn;

AND WHEREAS the Council of the Corporation of the Township of Severn deems it advisable to rezone a portion of the lands in Zoning By-law No. 2010-65, as otherwise amended, described as Lot 21, Concession 12, geographic Township of Medonte, now in the Township of Severn, municipally known as 27 Gill Street;

AND WHEREAS the Council of the Corporation of the Township of Severn has determined that no further Notice is required in accordance with Section 34 (17) of the Planning Act;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SEVERN HEREBY ENACTS AS FOLLOWS:

1. THAT Schedules "S-1-7", "S-1-8" and "S-1-9" of Zoning By-law No. 2010-65, as otherwise amended, is hereby further amended by rezoning a portion of the lands described as Lot 21, Concession 12, geographic Township of Medonte, now in the Township of Severn, municipally known as 27 Gill Street, from the Residential One (R1) Zone to the Residential One Exception Thirty-Two Holding Thirty-Three (R1-32-H33) Zone, the Residential Multiple One Exception Nine Holding Thirty-Four (RM1-9-H34) Zone, the Residential Multiple One Exception Ten Holding Thirty-Five (RM1-10-H35) Zone and the Open Space (OS) Zone, in accordance with Schedule "1" attached hereto and forming part of this By-law.

2. THAT Section 6.5.1 entitled “Exceptions to Residential One (R1) Zone” of Zoning By-law No. 2010-65, as otherwise amended, is hereby further amended by adding the following exception Zone to the Table at the end thereof:

<table>
<thead>
<tr>
<th>Exception</th>
<th>By-law</th>
<th>Location</th>
<th>Schedule</th>
<th>Special Provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>R1-32</td>
<td>2018-16</td>
<td>27 Gill Street</td>
<td>S-1-7</td>
<td>Special Provisions:</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>S-1-8</td>
<td>i) Minimum Lot Area - 440 m²</td>
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<tr>
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<td>S-1-9</td>
<td>ii) Maximum Lot Coverage - 35%</td>
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<td>iii) No Dwelling openings may be permitted below the elevation of 180.8 metres Canadian Geodetic Datum.</td>
</tr>
</tbody>
</table>

All other provisions of the Residential One (R1) Zone shall apply and be complied with.
3. THAT Section 6.5.3 entitled "Exceptions to Residential Multiple One (RM1) Zone" of Zoning By-law No. 2010-65, as otherwise amended, is hereby further amended by adding the following exception Zone to the Table at the end thereof:

<table>
<thead>
<tr>
<th>Exception</th>
<th>By-law</th>
<th>Location</th>
<th>Schedule</th>
<th>Special Provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>RM1-9</td>
<td>2018-16</td>
<td>27 Gill Street</td>
<td>S-1-7 S-1-8 S-1-9</td>
<td>Special Provisions: i) No Dwelling openings may be permitted below the elevation of 180.8 metres Canadian Geodetic Datum.</td>
</tr>
</tbody>
</table>

All other provisions of the Residential Multiple One (RM1) Zone shall apply and be complied with.

4. THAT Section 6.5.3 entitled "Exceptions to Residential Multiple One (RM1) Zone" of Zoning By-law No. 2010-65, as otherwise amended, is hereby further amended by adding the following exception Zone to the end thereof:

<table>
<thead>
<tr>
<th>Exception</th>
<th>By-law</th>
<th>Location</th>
<th>Schedule</th>
<th>Special Provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>RM1-10</td>
<td>2018-16</td>
<td>27 Gill Street</td>
<td>S-1-7 S-1-8 S-1-9</td>
<td>Permitted Uses: i) In addition to the permitted uses of the RM1 Zone, an Apartment Dwelling shall also be permitted and for an Apartment Dwelling, the zone provisions of the RM2 Zone shall apply. Special Provisions: ii) A minimum total of 30 residential Dwelling Units shall be developed on the lands zoned RM1-10. i) No Dwelling openings may be permitted below the elevation of 180.8 metres Canadian Geodetic Datum.</td>
</tr>
</tbody>
</table>

All other provisions of the Residential Multiple One (RM1) Zone shall apply and be complied with.

5. THAT Section 10.3 "List of Holding Provisions" shall be amended by adding the following Holding Provision to the end of Table 10.1:

<table>
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</thead>
<tbody>
<tr>
<td>R1-32</td>
<td>H33</td>
<td>27 Gill Street</td>
<td>S-1-7 S-1-8 S-1-9</td>
<td>2018-16</td>
<td>i) Subdivision Agreement ii) Sufficient municipal water and sanitary servicing capacity.</td>
</tr>
<tr>
<td>RM1-9</td>
<td>H34</td>
<td>27 Gill Street</td>
<td>S-1-7 S-1-8 S-1-9</td>
<td>2018-16</td>
<td>i) Subdivision Agreement ii) Sufficient municipal water and sanitary servicing capacity.</td>
</tr>
<tr>
<td>RM1-10</td>
<td>H35</td>
<td>27 Gill Street</td>
<td>S-1-7 S-1-8 S-1-9</td>
<td>2018-16</td>
<td>i) Subdivision Agreement ii) Site Plan Agreement</td>
</tr>
</tbody>
</table>
6. THAT Zoning By-law No. 2010-65, as otherwise amended, is hereby amended to
give effect to the foregoing, but Zoning By-law No. 2010-65, as otherwise
amended, shall in all other respects remain in full force and effect save as same
may be otherwise amended or herein dealt with.

7. THAT subject to the provisions of the Planning Act, R.S.O. 1990, as amended, this
By-law shall come into force on the date it is passed by the Council of the
Corporation of the Township of Severn.

By-law read a first and second time this 4th day of April, 2018.

By-law read a third time and finally passed this 4th day of April, 2018.

CORPORATION OF THE TOWNSHIP OF SEVERN

MAYOR

CLERK
Schedule '1'
Lot 21, Concession 12, Geographic
Township of Medonte, Now in the
Township of Severn
(27 Gill Street)

- Lands to be rezoned from the Residential One (R1) Zone to the Residential One Exception Thirty-Two Holding Thirty-Three (R1-32-H33) Zone
- Lands to be rezoned from the Residential One (R1) Zone to the Residential Multiple One Exception Nine Holding Thirty-Four (RM1-9-H34) Zone
- Lands to be rezoned from the Residential One (R1) Zone to the Residential Multiple One Exception Ten Holding Thirty-Five (RM1-10-H35) Zone
- Lands to be rezoned from the Residential One (R1) Zone to the Open Space (OS) Zone

This is Schedule '1' to By-law No. 2018-16
Passed the 4th day of April, 2018

Mayor

Clerk
THE CORPORATION OF THE TOWNSHIP OF SEVERN

BY-LAW NO. 2018-17

BEING A ZONING BY-LAW TO REGULATE THE USE OF LAND AND THE CHARACTER, LOCATION AND USE OF BUILDINGS OR STRUCTURES ON CERTAIN LANDS LOCATED ON PART OF THE WEST PART OF LOT 6, CONCESSION 10, GEOGRAPHIC TOWNSHIP OF NORTH ORILLIA, NOW THE TOWNSHIP OF SEVERN (2700 Cumberland Road)

WHEREAS the matters hereinafter set out comply with the Official Plan in effect for the Township of Severn;

AND WHEREAS the Council of the Corporation of the Township of Severn deems it advisable to amend the provisions of Zoning By-law No. 2010-65 of the Township of Severn, as otherwise amended, as they apply to those lands described as Part of the West Part of Lot 6, Concession 10, geographic Township of North Orillia, now in the Township of Severn, known municipally as 2700 Cumberland Road;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SEVERN HEREBY ENACTS AS FOLLOWS:

1. THAT Schedule "S-3-6" of Zoning By-law No. 2010-65 of the Township of Severn is hereby amended by changing the Zone Classification on certain lands described as Part of the West Part of Lot 6, Concession 10, geographic Township of North Orillia, from the Institutional Exception Two Holding Six (I-2-H6) Zone to the Institutional Exception Two (I-2) Zone in accordance with Schedule "1" attached hereto and forming part of this By-law.

2. THAT Zoning By-law No. 2010-65 of the Township of Severn is hereby amended to give effect to the foregoing, but Zoning By-law No. 2010-65, shall in all other respects remain in full force and effect save as same may be otherwise amended or herein dealt with.

4. THAT subject to the provisions of the Planning Act, R.S.O. 1990, as amended, this By-law shall come into force on the date it is passed by the Council of the Corporation of the Township of Severn.

By-law read a first and second time this 4th day of April, 2018.

By-law read a third time and finally passed this 4th day of April, 2018.

CORPORATION OF THE TOWNSHIP OF SEVERN

______________________________
MAYOR

______________________________
CLERK
SCHEDULE "1"

PART OF THE WEST PART OF LOT 6, CONCESSION 10
GEOGRAPHIC TOWNSHIP OF NORTH ORILLIA
(2700 Cumberland Road)

Property to be rezoned from the Institutional Exception Two Holding Six (I-2-H6) Zone to the Institutional Exception Two (I-2) Zone.

This is Schedule "1" to By-law 2018-17
passed the 4th day of April, 2018.

MAYOR

CLERK
THE CORPORATION OF THE TOWNSHIP OF SEVERN

BY-LAW NO. 2018-18

BEING A BY-LAW TO ADOPT THE PROCEEDINGS OF A COUNCIL MEETING HELD ON THE 4TH DAY OF APRIL, 2018 AND TO AUTHORIZE THEIR EXECUTION

WHEREAS the Municipal Act, S.O. 2001, Chapter 25, Section 5.3, provides that a Municipal power, including a Municipality’s capacity, rights, powers and privileges, shall be exercised by By-law unless the Municipality is specifically authorized to do so otherwise;

AND WHEREAS certain actions of Council do not require the enactment of a specific By-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SEVERN HEREBY ENACTS AS FOLLOWS:

1. That subject to Paragraph 3. of this By-law, the proceedings of the above-referenced Council Meeting, including all Resolutions, By-laws, Recommendations, Adoptions of Committee Reports and all other motions and matters decided in the said Council Meeting are hereby adopted and confirmed, and shall have the same force and effect, as if such proceedings were expressly embodied in this By-law.

2. That the Mayor and Clerk are hereby authorized to execute all such documents, and to direct other officials of the Township of Severn to take all other action, that may be required to give effect to the proceedings of the Council Meeting referred to in Paragraph 1. of this By-law.

3. That nothing in this By-law has the effect of conferring the status of a By-law upon any of the proceedings of the Council Meeting referred to in Paragraph 1. of this By-law where any legal pre-requisite to the enactment of a specific By-law has not been satisfied.

4. That any Member of Council who complied with the provisions of Section 5. of the Municipal Conflict of Interest Act, R.S.O. 1990, Chapter M.50, respecting the proceedings of the Council Meeting referred to in Paragraph 1. of this By-law shall be deemed to have complied with said provisions in respect of this By-law.

By-law read a first and second time this 4th day of April, 2018.

By-law read a third time and finally passed this 4th day of April, 2018.

CORPORATION OF THE TOWNSHIP OF SEVERN

MAYOR

CLERK