THE CORPORATION OF THE
TOWN OF GEORGINA

COUNCIL AGENDA

Wednesday, September 28, 2016
7:00 PM

1. CALL TO ORDER - MOMENT OF MEDITATION

2. ROLL CALL

3. COMMUNITY ANNOUNCEMENTS

4. INTRODUCTION OF ADDENDUM ITEM(S)

5. APPROVAL OF AGENDA

6. DECLARATIONS OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF

7. ADOPTION OF MINUTES  None.

8. SPEAKERS

9. DELEGATIONS/PETITIONS None.

10. PRESENTATIONS

   (1) Paul Nichols, Georgina Library Board Chair, to present the Library Master Plan for information purposes.

   (2) Martin Field, Paws-4-Durham, requesting the Town of Georgina adopt a Trap-Neuter-Return Program to manage free-roaming cats within the community.
   • Eva McDowell presenting statistics
   • Trina West, Paws of Georgina, endorsing the program and requesting funding

11. PUBLIC MEETINGS None.

*IF MORE THAN ONE PUBLIC MEETING IS SCHEDULED FOR THE SAME TIME, THEY WILL BE DEALT WITH IN THE ORDER THAT THEY APPEAR ON THE AGENDA OR AS COUNCIL MAY DETERMINE.

(1) STATUTORY MEETING(S) UNDER THE PLANNING ACT OR MEETINGS PERTAINING TO THE CONTINUATION OF PLANNING MATTERS None.
(2) STATUTORY MEETING(S) UNDER OTHER LEGISLATION  _None._

(3) OTHER PUBLIC MEETINGS _None._

12. REPORTS

(1) ADOPTION OF REPORTS NOT REQUIRING SEPARATE DISCUSSION

(2) REPORTS REQUIRING SEPARATE DISCUSSION

Reports from the Administrative Services Department: Pages 1-3

(A) Appointments to the Positions on the Georgina Safe Streets Committee and the Georgina Equity and Diversity Advisory Committee for the Remainder of the 2014-2018 Term of Office

Report No. DAS-2016-0043

Recommendation(s):

1. That Council receive Report No. DAS-2016-0043 prepared by the Clerk’s Division dated October 5, 2016 respecting appointments to the vacant position on the Georgina Safe Streets Committee (GSSC), and the Georgina Equity and Diversity Advisory Committee (GEDAC).

2. That Council review the attachment (Confidential Attachment #1) detailing the interview outcomes for the Georgina Safe Streets Advisory Committee vacancy recommended by the Selection Committee on August 24, 2016. The confidential attachment contains personal information, only to be discussed in Closed Session.

3. That Council review the attachment (Confidential Attachment #2) detailing the applicants for the Georgina Equity and Diversity Advisory Committee vacancy recommended by the Selection Committee on August 24, 2016. The confidential attachment contains personal information, only to be discussed in Closed Session.

4. That Council direct the Clerk’s Division to prepare the necessary by-laws to give effect to the appointments to the Georgina Safe Streets Committee and the Georgina Equity and Diversity Advisory Committee.

5. That the appointment of the selected applicants by Council come into effect upon adoption of this report and upon the acceptance of appointments by the respective Committee designates.
Pages 4-18

(B) Rescission of Encroachment Agreement

Report No. DAS-2016-0047

Recommendation(s):

1. That Council receive Report No. DAS-2016-0047 prepared by the Clerk’s Division, Administrative Services Department dated September 28, 2016 respecting the rescission of an Encroachment Agreement.

2. That Council approve removal, from land title, of an Encroachment Agreement between the Town of Georgina and John Robert Peddle, Jr., In Trust, entered into on August 13, 1987 with respect to Part Lot 13, Plan 185, now known as 335 Old Homestead Road (Instrument R445923).

3. That, in order to give effect to the removal of the Encroachment Agreement, Council rescind in their entirety By-Laws No. 87-158 (PWO-2) and No. 87-159 (CON-2).

4. The by-law repealing By-law No. 87-158 (PWO-2) be registered on title and that the Town consent to any application by the owner to delete Instrument R445922, being By-law No. 87-158 (PWO-2) from title or any subsequent repealing by-law.

5. That Council adopt a by-law authorizing the Mayor and Clerk to execute the necessary documents.

Pages 19-27

(C) E-Procurement Update / Supplier Code of Conduct / Non-Disclosure Agreement / Purchasing Strategic Plan

Report No. DAS-2016-0049

Recommendation(s):


2. That Council approve the Supplier Code of Conduct (Attachment 1).

Report from the Development Services Department:

Pages 28-34


File No. 05.245

Report No. DS-2016-0081
Recommendation(s):


2. That the Clerk forward a copy of Report No. DS-2016-0081, along with the minutes of the public meeting held in relation to said report, to the Ministry of Municipal Affairs and Housing.

Report from the Chief Administrative Officer
Pages 35-50

(E) Mossington Wharf Divestiture

Report No. CAO-2016-0026

Recommendation(s):


2. That a by-law be passed authorizing the Mayor and Clerk to execute the required Grant Agreement.

(F) Strategic Accommodation Options Plan – Next Steps

Report No. CAO-2016-0027

Recommendation(s):


2. That Council provide direction on next steps for the project.

13. DISPOSITIONS/PROCLAMATIONS, GENERAL INFORMATION ITEMS AND COMMITTEE OF ADJUSTMENT

(1) Dispositions/Proclamations

(A) Ministry of Infrastructure announcing the establishment of a Clean Water and Wastewater Fund (CWWF) that will invest up to $569.6 million in the province of Ontario for immediate improvements to water distribution and treatment infrastructure, starting in 2016-17.
(B) Transport Canada advising of requirements under the *Grade Crossing Regulations* pursuant to the *Railway Safety Act*; upgrades to crossings, availability of a Regulations Handbook by the end of December, 2016 and potential for eligibility of funding toward grade crossing improvements.

(C) The Province of Ontario requesting feedback regarding potential changes to the Ontario Municipal Board, an important part of the Province`s land use planning system.

(D) Recommendations from the `Municipal Summit, OMB Reform; Process & Powers`.

(2) General Information Items

(3) Committee of Adjustment Planning Matters

(A) Under Review

(B) Recommendations

(C) Decisions *None*.

14. MOTIONS/NOTICES OF MOTION

15. REGIONAL BUSINESS

(1) Verbal Update from the Mayor and the Regional Councillor

16. OTHER BUSINESS

17. BY-LAWS

(1) By-law Number 2016-0094 (PWO-2), being a by-law to rescind By-laws 87-158 (PWO-2) and 87-159 (PWO-2) in their entirety; rescinding the granting of an encroachment to the owners, in trust, of property known as 335 Old Homestead Road.

(Advisement: Refer to Report No. DAS-2016-0047, Item No. 12(2)(B) of this agenda)

(2) By-law Number 2016-0095 (LA-3), being a by-law authorizing the Mayor and Clerk to execute a Grant Agreement required to finalize the divestiture of the Mossington Wharf from Fisheries and Oceans Canada to the Town of Georgina.

(Advisement: Refer to Report No. CAO-2016-0026, Item No. 12(2)(E) of this agenda)
18. CLOSED SESSION

(1) Motion to move into closed session of Council

   (A) PERSONAL MATTERS ABOUT AN IDENTIFIABLE INDIVIDUAL, INCLUDING MUNICIPAL OR LOCAL BOARD EMPLOYEES, SECTION 239 (2) (b), MA

   - Appointments to Georgina Safe Streets Committee and Georgina Equity and Diversity Advisory Committee, Report DAS-2016-0043

   (Advisement: Refer to Report No. DAS-2016-0043, Item No. 12(2)(A) of this agenda)

(2) Motion to reconvene into open session of Council and report on matters discussed in closed session.

19. CONFIRMING BY-LAW

(1) By-law No. 2016-0096 (COU-2), a by-law to confirm the proceedings of Council on September 28, 2016.

20. MOTION TO ADJOURN
THE CORPORATION OF THE TOWN OF GEORGINA

REPORT NO. DAS-2016-0043

FOR THE CONSIDERATION OF
COUNCIL
SEPTEMBER 28, 2016


1. RECOMMENDATIONS:

1. That Council receive Report No. DAS-2016-0043 prepared by the Clerk’s Division dated September 28, 2016 respecting appointments to the vacant position on the Georgina Safe Streets Committee (GSSC), and the Georgina Equity and Diversity Advisory Committee (GEDAC).

2. That Council review the attachment (Confidential Attachment #1) detailing the interview outcomes for the Georgina Safe Streets Advisory Committee vacancy recommended by the Selection Committee on August 24, 2016. The confidential attachment contains personal information, only to be discussed in Closed Session.

3. That Council review the attachment (Confidential Attachment #2) detailing the applicants for the Georgina Equity and Diversity Advisory Committee vacancy recommended by the Selection Committee on August 24, 2016. The confidential attachment contains personal information, only to be discussed in Closed Session.

4. That Council authorize the Clerk’s Division to prepare the necessary by-laws to give effect to the appointments to the Georgina Safe Streets Committee and the Georgina Equity and Diversity Advisory Committee.

5. That the appointment of the selected applicants by Council come into effect upon adoption of this report and upon the acceptance of appointments by the respective Committee designates.

2. PURPOSE:

The purpose of this report is to provide Council with information regarding applicants reviewed and recommended by the Selection Committee to sit on the Georgina Safe Streets Committee (GSSC) (Confidential Attachment #1) and the Georgina Equity and Diversity Committee (GEDAC) (Confidential Attachment #2).
for the remainder of this term of office. The attachments recommending the selected applicants have been provided to members of Council under separate cover.

3. **BACKGROUND:**

3.1 Recruitment of Members

**Georgina Safe Streets Committee**

A member resignation was accepted February 25, 2016. Recruitment for an additional member closed March 7, 2016. The Selection Committee, at Council’s direction, held applicant interviews on June 22, 2016.

**Georgina Equity and Diversity Advisory Committee**

A member resignation of a member was submitted May 30, 2016. Through a public recruitment process, interested applicants for GEDAC vacancies were invited to submit their applications by July 15, 2016.

4. **ANALYSIS:**

4.1 Selection of Members

**Georgina Safe Streets Committee:**

The Selection Committee applied the following fair principles in their method of selecting and recommending an applicant:

- All applicants were invited for an interview.
- A standard interview questionnaire was used.
- Consideration was given to qualifications
- Consideration was given to the availability of applicants to attend Committee meetings.

There are currently 2 vacancies on this Committee. According to the Terms of Reference, the Committee should consist of 7 appointed members.

**Georgina Equity and Diversity Advisory Committee:**

Upon reviewing applications, the Selection Committee considered the factors listed below:

- Diverse representation of member composition
- Representing varied perspectives within member composition
- Knowledge and in-depth understanding of the relevant subject matter.
- Experience working on committees or boards
5. **FINANCIAL & BUDGETARY IMPACT:**

There are no financial or budgetary impacts associated with recommendations contained in this report.

6. **PUBLIC CONSULTATION AND NOTICE:**

As indicated in Section 3 of this report, a public notice for recruitment was provided, which included posting in the Town Page, Town’s website and on the bulletin board in the Clerks Division. Applications were available both online and in the office. The posting for applicants was placed on the Town’s website for a minimum four (4) weeks.

7. **CONCLUSION:**

This report seeks Council’s appointment of the member as recommended by the Selection Committee to fill positions on the Georgina Waterways Advisory Committee (GWAC), Georgina Safe Streets Committee (GSSC), and Georgina Environmental Advisory Committee (GEAC).

Prepared by:  
Sarah Brislin  
Committee Services Coordinator

Recommended by:  
Rebecca Mathewson, CPA, CGA  
Director of Administrative Services & Treasurer

Approved by:  
Winanne Grant, B.A., AMCT, CEMC  
Chief Administrative Officer

Attachment #1 - Confidential Attachment distributed to Members of Council only: Roster of Individuals for Consideration of Appointment to Georgina Safe Streets Committee (GSSC).

Attachment #2 - Confidential Attachment distributed to Members of Council only: Roster of Individuals for Georgina Equity and Diversity Advisory Committee (GEDAC).
THE CORPORATION OF THE TOWN OF GEORGINA

REPORT NO. DAS-2016-0047

FOR CONSIDERATION OF COUNCIL
SEPTEMBER 28, 2016

SUBJECT: RESCISSION OF ENCROACHMENT AGREEMENT

1. RECOMMENDATIONS:

1. That Council receive Report No. DAS-2016-0047 prepared by the Clerk’s Division, Administrative Services Department dated September 28, 2016 respecting the rescission of an Encroachment Agreement.

2. That Council approve removal, from land title, of an Encroachment Agreement between the Town of Georgina and John Robert Peddle, Jr., In Trust, entered into on August 13, 1987 with respect to Part Lot 13, Plan 185, now known as 335 Old Homestead Road (Instrument R445923).

3. That, in order to give effect to the removal of the Encroachment Agreement, Council rescind in their entirety By-Laws No. 87-158 (PWO-2) and No. 87-159 (CON-2).

4. The by-law repealing By-law No. 87-158 (PWO-2) be registered on title and that the Town consent to any application by the owner to delete Instrument R445922, being By-law No. 87-158 (PWO-2) from title or any subsequent repealing by-law.

5. That Council adopt a by-law authorizing the Mayor and Clerk to execute the necessary documents.

2. PURPOSE:

The purpose of this report is to provide Council with information necessary to determine whether to remove an Encroachment Agreement between the Town and a private landowner.

3. BACKGROUND:

On August 13, 1987, the Town of Georgina entered into an Encroachment Agreement ("Agreement") with John Robert Peddle, Jr., In Trust, to maintain and use an existing detached garage located in part on Old Homestead Road after it was determined that the owner of the land inadvertently erected a detached garage on Town road allowance. The Agreement specified that if the structure was “abandoned or destroyed from any cause whatsoever”, the Agreement shall
cease. Attachment 1. On September 10, 1987, the Agreement was registered on title and remains on title. Attachment 2.

4. **ANALYSIS**

The current owners of the property have requested the rescission of the Agreement and By-laws as the structure precipitating the Agreement no longer exists. Town staff have inspected the property and confirm that the subject of the Agreement has been removed and recommend that the Agreement on title be rescinded. In addition, the Town Solicitor agrees that there are no adverse consequences to the Town in the event that the Agreement is removed from title and a repealing by-law is registered on title and is of the opinion that formal Council action is required in order to do so.

5. **FINANCIAL AND BUDGETARY IMPACT:**

The Town will not pay any expenses related to this transaction aside from the registration of the repealing by-law (approximately $75.00). The petitioner will bear the costs of removing the record from the Land Registry office (estimated at approximately $150.00).

6. **PUBLIC CONSULTATION AND NOTICE REQUIREMENTS:**

There are no public consultation or notice requirements with respect to this matter.

7. **CONCLUSIONS:**

In order to remove an unnecessary agreement on title to private property, it is recommended that Council rescind the Agreement and by-laws referenced in this Report.

Prepared by: 

John Espinosa, B.A., J.D.  
Town Clerk

Recommended by:  

Rebecca Mathewson, CPA, CGA  
Director of Administrative Services & Treasurer

Approved by: 

Winanne Grant, B.A., AMCT, CEMC  
Chief Administrative Officer

Attachment 2 - Province of Ontario Land Registration No. 445923, Map and Parcel Register for Part Lot 13, Plan 185
THE CORPORATION OF THE TOWN OF GEORGINA
IN THE
REGIONAL MUNICIPALITY OF YORK

BY-LAW NUMBER 2016-00XX (PWO-2)

BEING A BY-LAW TO RESCIND BY-LAWS 87-158 (PWO-2) AND 87-159 (CON-2) IN THEIR ENTIRETY

WHEREAS pursuant to the provisions of The Municipal Act, 2001, S.O. 2001, c.25, a municipality may enact by-laws governing highways; and

WHEREAS, on August 13, 1987, the Town of Georgina adopted a by-law granting an encroachment to the owners, in trust, of property now known as 335 Old Homestead Road; and

WHEREAS, the owners of the property and the Town of Georgina now desire for the Agreement registered on title to be removed.

NOW THEREFORE, the Council of the Town of Georgina, in the Regional Municipality of York, hereby enacts as follows:

1. By-laws No. 87-158 (PWO-2) and 87-159 (CON-2) are hereby repealed in their entirety.

2. That this By-law be registered on title to the property now designated as 335 Old Homestead Road.

3. That the Mayor and Town Clerk be authorized to execute the necessary documents to give effect to this By-law.

READ and enacted this 28th day of September, 2016

Margaret Quirk, Mayor

John Espinosa, Town Clerk
**Certificate of Registration**

**Document General**

**Property Identification**

- **Number**: 445923
- **Certificate of Registration**
- **Date**: 1987 SEP 10
- **Deed Number**: 2b

---

**Encroachment Agreement**

**No Monetary Consideration**
- **Amount**: $0.00

**Description**
- **Part Lot 13, Registered Plan 185**
- **Town of Georgina, Regional Municipality of York**
- **See Schedule**

---

**The Encroachment Agreement dated August 13th, 1987 made between The Corporation of the Town of Georgina and John Robert Peddle, Jr. in trust, is attached.**

---

**Signatures**

- **The Corporation of the Town of Georgina**
  - **Agent for the Corporation of the Town of Georgina**
  - **Signatures**
  - **Date of Signature**: 1987 09 09

- **Peadle, John Robert, Jr. IN TRUST**
  - **Owner**
  - **Signature(s)**
  - **Date of Signature**

---

**Address for Notices**

- **Civic Centre, R.R. #2, Keswick, Ontario, L4P 3B9**

---

**Address for Service**

- **138 Yonge Street South, Aurora, Ontario**

---

**Document Prepared by**

- **Town of Georgina**
  - **Civic Centre, R.R. #2**
  - **Keswick, Ontario, L4P 3B9**

---

**Registration Fee**: $17.00
THIS AGREEMENT made in triplicate this 13th day of August

BETWEEN:

THE CORPORATION OF THE TOWN OF GEORGINA,
in the Regional Municipality of York

Hereinafter called the "TOWN"
- OF THE FIRST PART

- and -

JOHN ROBERT PEDDELE, JR., IN TRUST, of the
Town of Aurora, in the Regional Municipality of York,

Hereinafter called the "OWNER"
- OF THE SECOND PART

WHEREAS the party hereto of the second part is
the registered owner of certain property situate on Old
Homestead Road, Keswick, in the Town of Georgina in the Regional
Municipality of York, more particularly described as follows:

THOSE CERTAIN LANDS AND PREMISES situate in
the Town of Georgina, in the Regional
Municipality of York (formerly the Town
of North Gwillimbury, County of York) and
being composed of part of Lot 13 according
to plan registered as No. 185, more particu-
larly described in Schedule "A" hereto.

AND WHEREAS the existing detached garage encroaches
by inadvertence onto the road allowance of Old Homestead Road
a distance of 3.61 metres at its northwesterly corner and 2.98
metres at its northeastern corner.

AND WHEREAS pursuant to the provisions of The
Municipal Act, the Town is authorised to allow any person
owning or occupying any building or other erection that by
inadvertence has been wholly or partially erected upon any
highway and to maintain and use such structure thereon.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in
consideration of these premises and the mutual covenants
and premises herein contained, the Parties hereto agree as
follows:

1. The Town will, by By-Law, permit the Owner to
maintain and use the existing detached garage now erected
by inadvertence on the road allowance of Old Homestead
Road notwithstanding its encroachment on Old Homestead
Road, until the termination of this agreement as hereina-
fter provided.

2. The Owner will indemnify and save harmless the
Town against all actions, suits, claims and demands which
may be brought against or made upon the Town and against
all losses, costs, damages, charges, and expenses whatsoever
which may be incurred, sustained or paid by the Town in
consequence of the encroachment permitted or by reason of
the exercise by the Owner of the permission granted to
maintain the encroachment over or upon the said public highway
and the Owner hereby grants to the Town full power and
authority to settle any such action, suit, claim or demand
on such terms as the Town may deem advisable.

3. Forthwith upon settlement as aforesaid, the Owner
shall pay to the Town the amount of any such settlement
together with such sum as shall represent the reasonable
costs of the Town in defending or settling any such action,
suit, claim or demand and all such monies shall
constitute a charge or lien on the lands until fully discharged
by the payment thereof.

4. The Owner covenants and agrees that there shall be
no further encroachment either by addition to the existing
building or by the erection of any new building or structure on
the said lands.

5. In the event that the existing detached garage is
abandoned or destroyed from any cause whatsoever, this
agreement shall be thereby terminated and the permission to
encroach shall be thereby revoked.

6. The Town shall have the irrevocable right at
any time to terminate this Agreement and to revoke the By-Law
granting permission to encroach.

7. The Owner consents to the registration of this
Agreement upon the title of the lands at the instance of the
Town at its sole discretion.

8. In consideration of the granting of this privilege
to encroach, the Owner shall pay a fee of One Hundred
Dollars ($100.00) to the Municipality, such sum to be paid
to the Municipality prior to the execution of this agreement.

9. This Agreement shall be binding upon and enure to
the benefit of the Parties hereto and their respective heirs,
executors, administrators, successors and assigns.

WITNESS the hand of the party of the second part and the
corporate seal of the party of the first part, attested
to by the hands of its proper signing officers, the day
first above written.
SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Georgina, in the Regional Municipality of York, and Province of Ontario, and more particularly described as follows:

PREMISING that the Southerly boundary of York Regional Road (known also as Old Homestead Road) has a bearing of North 72 degrees 44 minutes East and relating all bearing herein thereto;

COMMENCING at a point in the South limit of York Regional Road No. 79 where it intersects with the east North-Westerly corner of said Lot 13;

THENCE North 72 degrees 44 minutes East along the Southern limit of the said York Regional Road No. 79 a distance of 26.81 metres to a point;

THENCE South 22 degrees 40 minutes 35 seconds East a distance of 28.58 metres to a point in the South limit of said Lot;

THENCE South 76 degrees 39 minutes West along the South boundary of said Lot 13 a distance of 14.63 metres to the South-West angle;

THENCE North 45 degrees 46 minutes West along the Westerly boundary of said Lot 13 a distance of 31.28 metres to the point of commencement.

Area 4,290.00
PLAN OF SURVEY OF LOTS 13 and 14, REGISTERED PLAN N 185 TOWN OF GEORGINA REGIONAL MUNICIPALITY OF YORK

REGISTERED PLAN N 185 TOWN OF GEORGINA REGIONAL MUNICIPALITY OF YORK

SCALE 1:200

PLAN OF SURVEY OF LOTS 13 and 14, REGISTERED PLAN N 185 TOWN OF GEORGINA REGIONAL MUNICIPALITY OF YORK

OLD HOMESTEAD ROAD

ROAD ALLOWANCE BETWEEN LOTS 15 AND 16, CONCESSION II

PART 1

PART 2

PART 3

PART 4

PART 5

PART 6

PART 7

PART 8

LANDS WHICH ENCROACHMENT AGREEMENT Refers to
**PROPERTY DESCRIPTION:** FT LT 13 PL 185 N WILMINKY PT 2 65441987 : GEORGIA

**PROPERTY REMARKS:**

- ESTATE/QUALIFIER: FOR SIMPLE
- LT CONVERSION QUALIFIED
- OWNER'S NAME: CAPACITY SHOWN
- TITLES: Cecil Wilke
- TAILERS: Elizabeth Chellatine

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THE CORPORATION OF THE TOWN OF GEORGINA

IN THE

REGIONAL MUNICIPALITY OF YORK

BY-LAW NO. 87-158 (PWO-2)

BEING A BY-LAW TO ALLOW JOHN ROBERT PEDDLE, JR., IN TRUST, TO MAINTAIN AND USE AN EXISTING DETACHED GARAGE SITUATE IN PART ON A HIGHWAY KNOWN AS OLD HOMESTEAD ROAD, IN THE TOWN OF GEORGINA, REGIONAL MUNICIPALITY OF YORK

WHEREAS John Robert Peddle, Jr., in trust, is the registered owner of certain lands situate on Old Homestead Road, in the Town of Georgina, more particularly described as Part of Lot 13, Plan 185;

AND WHEREAS there is erected on such land, a detached garage which by inadvertence encroaches onto the road allowance of Old Homestead Road a distance of 0.61 metres at its northwesterly corner and 0.98 metres at its northeasterly corner;

AND WHEREAS pursuant to the provisions of The Municipal Act, the Town is authorized to allow any person owning or occupying a structure, that by inadvertence has been wholly or partially erected upon any highway, to maintain and use such erection thereon.

BE IT THEREFORE ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF GEORGINA AS FOLLOWS:

1. That the Owner or occupant of the building located specifically on Part Lot 13, Plan 185, be allowed to maintain and use the structure which has been erected in part on the Old Homestead Road road allowance provided that the permission given herein shall cease if and when:
   a) the existing structure is demolished or destroyed by any cause whatsoever, or
   b) the Town deems it necessary to revoke the permission to encroach or, upon Notice of Revocation of Permission to Encroach, the owner shall cause to be removed forthwith, such encroachment.

2. In consideration of the granting of this privilege to encroach, the Owner shall pay to the Municipality the sum of $180.08, such sum to be paid to the Municipality prior to the execution of this by-law.

READ a first and second time, this 13th day of August, 1987.

READ a third time and finally passed, this 13th day of August, 1987.

Mayor, John S. Rogers

Clerk, Larry Simpson
THE CORPORATION OF THE TOWN OF GEORGINA

IN THE

REGIONAL MUNICIPALITY OF YORK

BY-LAW NO. 87-159 (CON-2)

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE THE ENCROACHMENT AGREEMENT BETWEEN JOHN ROBERT PEDdle, JR. IN TRUST, AS OWNER, AND THE CORPORATION OF THE TOWN OF GEORGINA, RESPECTING PART LOT 13, PLAN 185, OLD HOMESTEAD ROAD, KESWICK

WHEREAS John Robert Peddle, Jr., in trust, is the registered owner of certain property situate on Old Homestead Road, in the Town of Georgina, in the Regional Municipality of York;

AND WHEREAS there is erected on such land a detached garage which by inadvertence encroaches onto the road allowance of Old Homestead Road;

AND WHEREAS the owner is desirous of maintaining and using the said garage which has been erected in part on said road allowance;

AND WHEREAS the owner proposes to enter into an Encroachment Agreement with the Town;

NOW THEREFORE BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE TOWN OF GEORGINA:

That the Mayor and the Clerk are hereby authorized to execute an Encroachment Agreement between John Robert Peddle, Jr., in trust, as owner, and the Corporation of the Town of Georgina respecting Part Lot 13, Plan 185.

READ a first and second time, this 13th day of August, 1987.

READ a third time and finally passed, this 13th day of August, 1987.

[Signatures]
Mayor, John S. Rogers
Clerk, Larry Simpson
THIS AGREEMENT made in triplicate this 13th day of August A.D., 1987.

BETWEEN:

THE CORPORATION OF THE TOWN OF GEORGINA,
in the Regional Municipality of York

Hereinafter called the "TOWN"
- OF THE FIRST PART

- and -

JOHN ROBERT PEDDLE, JR., IN TRUST, of the
Town of Aurora, in the Regional Municipality of York,

Hereinafter called the "OWNER"
- OF THE SECOND PART

WHEREAS the party hereto of the second part is the registered owner of certain property situate on Old Homestead Road, Keswick, in the Town of Georgina in the Regional Municipality of York, more particularly described as follows:

THOSE CERTAIN LANDS AND PREMISES situate in the Town of Georgina, in the Regional Municipality of York (formerly the Town of North Gwillimbury, County of York) and being composed of Part of Lot 13 according to plan registered as No. 185, more particularly described in Schedule "A" hereto.

AND WHEREAS the existing detached garage encroaches by inadvertance onto the road allowance of Old Homestead Road a distance of 0.61 metres at its northwesterly corner and 0.98 metres at its northeasterly corner.

AND WHEREAS pursuant to the provisions of The Municipal Act, the Town is authorized to allow any person owning or occupying any building or other erection that by inadvertance has been wholly or partially erected upon any highway and to maintain and use such structure thereon.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises and the mutual covenants and premises herein contained, the Parties hereto agree as follows:

1. The Town will, by By-Law, permit the Owner to maintain and use the existing detached garage now erected by inadvertance on the road allowance of Old Homestead Road notwithstanding its encroachment on Old Homestead Road, until the termination of this agreement as hereinafter provided.

2. The Owner will indemnify and save harmless the Town against all actions, suits, claims and demands which may be brought against or made upon the Town and against all loss, costs, damages, charges, and expenses whatsoever which may be incurred, sustained or paid by the Town in
consequence of the encroachment permitted or by reason of
the exercise by the Owner of the permission granted to
maintain the encroachment over or upon the said public highway
and the Owner hereby grants to the Town full power and
authority to settle any such action, suit, claim or demand
on such terms as the Town may deem advisable.

3. Forthwith upon settlement as aforesaid, the Owner
shall pay to the Town the amount of any such settlement
together with such sum as shall represent the reasonable
costs of the Town in defending or settling any such action,
suit, claim or demand and all such monies shall form and
constitute a charge or lien on the lands until fully discharged
by the payment thereof.

4. The Owner covenants and agrees that there shall be
no further encroachment either by addition to the existing
building or by the erection of any new building or structure on
the said lands.

5. In the event that the existing detached garage is
abandoned or destroyed from any cause whatsoever, this
agreement shall be thereby terminated and the permission to
encroach shall be thereby revoked.

6. The Town shall have the irrevocable right at
any time to terminate this Agreement and to revoke the By-Law
granting permission to encroach.

7. The Owner consents to the registration of this
Agreement upon the title of the lands at the instance of the
Town at its sole discretion.

8. In consideration of the granting of this privilege
to encroach, the Owner shall pay a fee of One Hundred
Dollars ($100.00) to the Municipality, such sum to be paid
to the Municipality prior to the execution of this agreement.

9. This Agreement shall be binding upon and enure to
the benefit of the Parties hereto and their respective heirs,
executors, administrators, successors and assigns.

WITNESS the hand of the party of the second part and the
corporate seal of the party of the first part, attested
to by the hands of its proper signing officers, the day
first above written.

THE CORPORATION OF THE TOWN OF
GEORGINA

Mayor, John S. Rogers

Clerk, Larry Simpson

John Robert Peddle, Jr.
in trust
ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Georgina, in the Regional Municipality of York, and Province of Ontario, and more particularly described as follows:

PREMISING that the Southerly boundary of York Regional Road (known also as Old Homestead Road) has a bearing of North 72 degrees 44 minutes East and relating all bearing herein thereto;

COMMENCING at a point in the South limit of York Regional Road No. 79 where it intersects with the most North-Westerly corner of said Lot 13;

THENCE North 72 degrees 44 minutes East along the Southern limit of the said York Regional Road No. 79 a distance of 26.81 metres to a point;

THENCE South 22 degrees 40 minutes 35 seconds East a distance of 28.58 metres to a point in the South limit of said Lot;

THENCE South 76 degrees 39 minutes West along the South boundary of said Lot 13 a distance of 14.63 metres to the South-West angle;

THENCE North 45 degrees 46 minutes West along the Westerly boundary of said Lot 13 a distance of 31.24 metres to the point of commencement.
THE CORPORATION OF THE TOWN OF GEORGINA

REPORT NO. DAS-2016-0049

FOR THE CONSIDERATION OF COUNCIL
SEPTEMBER 28, 2016

SUBJECT: E-PROCUREMENT UPDATE / SUPPLIER CODE OF CONDUCT / NON-DISCLOSURE AGREEMENT / PURCHASING STRATEGIC PLAN

1. RECOMMENDATIONS:

1. That Council receive Report No. DAS-2016-0049 prepared by the Purchasing Division, Administrative Services Department dated September 28, 2016 respecting E-Procurement Project, Supplier Code of Conduct, Non-Disclosure Agreement and Purchasing Strategic Plan

2. That Council approve the Supplier Code of Conduct (Attachment 1)

2. PURPOSE:

This report is presented to Council to provide an update on the E-Procurement Project, to seek Council’s approval of the Supplier Code of Conduct, provide information on use of the Non-Disclosure Agreement, and inform Council on the development of a multi-year Purchasing Strategic Plan.

3. BACKGROUND:

1. E-Procurement Project is proceeding as planned with the first module (Bid Posting) successfully implemented August 29, 2016.

2. Supplier Code of Conduct document has been prepared for use with the Town’s suppliers, consultants, subcontractors and business partners to guide their decisions, procedures and systems in a way that contributes to the welfare of its key stakeholders and respects the rights of all constituents affected by its operations.

In the 2016 budget, Council approved the acquisition of an online Purchasing Software from e-Solutions. After a thorough Staff review, and in consultation with neighbouring municipalities, this program was recommended to enable the automation of online bid posting, receipt of bid submissions and to streamline the purchasing function. During the review process, numerous benefits were identified, including but not limited to;
- Cost Savings
- Reduced Administration Time
- Increased Vendor Access
- Risk Mitigation
- Information Management Functionality

The E-Procurement Tool has 7 modules:

- Bids & Tenders with Bid Posting and Vendor Serve Portal
- Electronic Bid Submissions with Digital Bonding
- eContracts with Insurance Tracking
- Fiscal Budget Tracker
- Vendor Performance Management
- Claims Management
- Online RFP Evaluations

Implementation of each module will require staff review of existing processes and activities. At a minimum, this will involve revision of the existing purchasing by-law, creation of new electronic bidding templates and the creation of online bidder's instructions.

Following the completion of this preparatory work, the E-Procurement portal will be populated with the revised purchasing by-law, updated bid documents, updated Standard Terms and Conditions, the newly created Supplier Code of Conduct, the newly created Non-Disclosure Agreement and other supporting instructions to permit the efficient e-procurement activities.

4. ANALYSIS:

Electronic Procurement

The e-Solutions On-line Purchasing software has become the solution of choice for municipalities throughout Ontario, including the Regional Municipality of York and the Town of Newmarket. The use of this common software brings value to both the Town and its suppliers, consultants, sub-contractors and business partners. This software solution is fair and transparent to all users, compliant with existing legislative requirements and improves the efficiency and effectiveness of the Town's tendering controls, procedures, policies and practices.

The online nature of this purchasing tool compels compliance to the Town's requirements prior to vendors submitting their bid. This will eliminate bid irregularities, reduce administration time and cost, eliminate human error and reduce the time needed to evaluate vendor submissions. Twenty percent (20%) of current purchasing
activities involve bid irregularities and other non-conformances which necessitate the cancelation or re-issuance of bid opportunities to the vendor community.

In addition to the many benefits the Town will enjoy, Vendors will no longer be required to pick up documents and with online bid submissions, they can submit their bids from the comfort of their offices. It’s anticipated that this feature will entice Vendors to quote on the Town’s requirements since they no longer have to spend time driving to our office to pick up and submit documents. They will receive electronic notifications of new bid opportunities and can review our requirements online.

The Purchasing staff will be adopting best in class processes and practices as they introduce each phase of the online purchasing tool. One best in class practice organizations are adopting in the purchasing field is the use of Supplier Codes of Conduct, as well as Non-Disclosure Agreements with Vendors.

Supplier Code of Conduct

Supplier Codes of Conduct are created to ensure that a company’s suppliers enforce safe working conditions, that their workers are treated with respect and dignity, and that their manufacturing processes are environmentally responsible.

Organizations devote significant resources in time and money designing, promoting and providing training on their internal code of business ethics and conduct that establishes the ethical behavior expected of all of its employees.

Such a code aims to improve an Organization’s ability to comply with regulatory and legal standards, and also to build the Organization’s reputation. However, by focusing only on their internal code, Organizations often overlook a large stakeholder community that is integrally related to the Organization’s reputation and overall compliance regime — their suppliers, consultants, subcontractors and business partners.

Having a Supplier Code of Conduct is a best practice and is an important vehicle for integrating principles from an Organization’s own code into its supply chain relationships, thereby providing a more effective compliance framework and fostering better business relationships.

As the Town of Georgina continues to grow, it will become more important that our suppliers, consultants, subcontractors and business partners are responsive to the Town’s needs, and that they reflect the high standards of ethics and conduct that is expected of employees, officers and elected officials of the Town. The Supplier Code of Conduct will give The Town a framework by which supplier conduct can be governed.
Non-Disclosure Agreement

A Non-Disclosure Agreement, also known as a Confidentiality Agreement, is a legal contract that creates a confidential relationship between two or more parties to protect any type of confidential and proprietary information or trade secrets. As such, a Non-Disclosure Agreement protects non-public business information.

Non-Disclosure Agreements are commonly signed when two companies, individuals, or other entities (such as partnerships, societies, etc.) are considering doing business.

The Town has not, as a course of doing business, employed the use of a specific mutual Non-Disclosure Agreement. This document should be executed at the commencement of any business relationship with suppliers, consultants, subcontractors and business partners. This practice should become standard operating procedure.

The Non-Disclosure Agreement will be implemented for all formal purchasing activities that involve the Purchasing Division. Along with the Supplier Code of Conduct, and other best in class documents currently being developed, the Non-Disclosure Agreement will become a mandatory submission requirement through our E-Procurement tool.

Purchasing Strategic Plan

The aforementioned activities being undertaken by the Purchasing Division are elements of larger Purchasing Strategic Plan. Staff are in the process of finalizing the multi-year plan that will define the direction of the Purchasing Division's activities. This framework will be central to the development of best in class purchasing processes and align with the overall strategic goals of the Organization.

5. FINANCIAL AND BUDGETARY IMPACT:

The recommendations contained herein do not have a financial or budgetary impact.

6. PUBLIC CONSULTATION AND NOTICE:

The recommendations of this report do not require public consultation and notice given they are internal process enhancements and part of executing staff functions in the Purchasing Division of the Administrative Services Department.

7. CONCLUSION:

This report provides information to Council regarding the status of an essential project, E-Procurement that is a significant component of the purchasing strategic plan over
the ensuing years. It also, i) recommends the approval of the Supplier Code of Conduct, ii) provides information on use of the Non-Disclosure Agreement, and iii) informs Council on the development of a multi-year Purchasing Strategic Plan.

Staff appreciate the ongoing assistance of the Stan Gal, Director, Supplies & Services, Finance Department of the Regional Municipality of York and Gord Sears, Manager, Procurement Services, Procurement Services Department of the Town of Newmarket in the development of the Supplier Code of Conduct and the E-Procurement tool.

Prepared by:

Stirling E. Munro, B.A.
Interim Purchasing Manager
Purchasing Division, Administrative Services

Recommended by:

Rebecca Mathewson, CPA, CGA
Director of Administrative Services & Treasurer

Attachment 1: Supplier Code of Conduct

Approved by:

Winanne Grant, B.A., AMCT, CEMC
Chief Administrative Officer
SUPPLIER CODE OF CONDUCT

INTRODUCTION

The Corporation of the Town of Georgina (The Town) is committed to making a true difference in everything we do. Making a true difference means keeping the needs of our residents and our business partners and suppliers front and centre in our business. This means being responsive to the needs of the communities in which we operate and being a responsible corporate citizen. It means being fair and ethical in our dealings with our employees, residents and business partners and suppliers. It means dealing with others with respect and fairness.

The Town believes that the principles of respect and fairness extend to our relationships with our business partners and suppliers. As a result, compliance with this Supplier Code of Conduct (SCC) is expected of all our business partners and suppliers. We also expect that our business partners and suppliers will encourage and promote this SCC to their business partners and suppliers that work on Town’s business. For the purposes of this document “business partner and supplier” means any company, corporation or other entity that sells, or seeks to sell goods or services to The Town.

The SCC is based on internationally accepted labour standards including the International Labour Organization’s (ILO) core conventions and the Universal Declaration of Human Rights. Failure to substantially comply with this SCC will be sufficient cause for The Town to elect to revoke a business partner and supplier’s approved status.

COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS AND OUR SCC

Business partners and suppliers are expected to comply with all applicable local and national laws and regulations of the jurisdictions in which the suppliers are doing business.

Business partners and suppliers should maintain appropriate records to demonstrate their compliance and adherence to this SCC.

CONDITIONS OF EMPLOYMENT

Management Practice

The Town expects its business partners and suppliers to provide fundamental worker protections as outlined in this SCC. Business partners and suppliers should incorporate these worker protections within their company policies. These are intended to be minimum standards and may be exceeded voluntarily by business partners and suppliers, or where applicable law provides for higher standards.
Compensation

Business partners and suppliers should compensate their employees by providing wages and benefits which are in compliance with the local and national laws and regulations of the jurisdictions in which the business partner or supplier is doing business, or which are consistent with the prevailing local standards in the countries, if the prevailing local standards are higher.

Working Hours

Business partners and suppliers should follow all applicable national and local laws and published industry standards pertaining to the number of hours and days worked by all employees working on products or services supplied to The Town.

Child Labour

Exploitation of child labour is not acceptable. No business partner or supplier may use child labour which materially interferes with, or prevents, a child’s completion of compulsory schooling or access to primary education. The minimum age for full time workers will be not less than 15 years of age (14 years of age where local law permits in accordance with ILO Convention 138 & 182). All applicable laws for the protection of young workers will be observed.

Forced Labour

Employment should be freely chosen. Business partners and suppliers should not use any form of forced, debt-bonded, prison or otherwise involuntary labour. Workers should not be subject to any restrictions on their freedom of movement unrelated to the conditions of their employment.

Harassment & Abuse

Workers should be treated with respect and dignity. No forms of discipline involving corporal punishment, abuse, or harassment (whether psychological, sexual or verbal) is permitted. Disciplinary measures should comply with local laws and internationally recognized human rights. No employee raising a complaint based on this SCC, or based on applicable laws, should be subject to disciplinary action or reprisal.

Discrimination / Human Rights

Discrimination should not be permitted on the basis of gender, age, religion, race, social background, disability, ethnic or national origin, nationality, political affiliation and sexual orientation.
Freedom of Association and the Right to Bargain Collectively

Business partners and suppliers are expected to comply with local laws regarding workers' rights and organizations that promote the right to bargain collectively.

WORKPLACE ENVIRONMENT

Working Conditions and Occupational Health & Safety

Workers are entitled to work in a safe environment. Business partners and suppliers are expected to comply with applicable local standards, legislation and regulations in relation to working conditions and occupational health and safety. An occupational health and safety policy should be established and reasonable steps taken to put adequate health and safety measures in place to protect workers from workplace accidents and injuries.

Environmental Practices

Business partners and suppliers are expected to comply with applicable local legislation and regulations in relation to the protection of the environment. Suppliers and business partners are encouraged to establish an environmental policy and practices to promote greater environmental responsibility.

BUSINESS ETHICS

Bribery / Corruption
Business partners and suppliers are expected to comply with applicable Canadian, United States and local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery.

Conflict of Interest
Business partners and suppliers are expected to disclose to The Town any situation that could have the appearance of a conflict of interest, including if any Town employee or professional under contract with The Town has an interest in the business partner or supplier's business or any other kind of economic ties with the business partner or supplier.

Gifts, Promotional Items and Hospitality/Entertainment
It is important to understand that gifts, promotional items, and hospitality/entertainment exchanged in the normal course of business is deemed inappropriate.

Animal Welfare
Business partners and suppliers are expected to meet applicable regulatory requirements for the humane treatment of animals.
VERIFICATION / AUDIT

The Town reserves the right, as a condition of acceptance or continuation of approval, to conduct (or have its designee conduct) inspections and/or audits of business partner and supplier facilities, books and records and business practices to verify compliance with this SCC where applicable by law. Independent verification will be at the business partner and supplier’s expense.

CONTACT INFORMATION

If you know of a violation or suspected violation of this SCC by a business partner or supplier, contact The Town’s Ethics and Compliance Office: Call (416) 476-4301; or write to The Corporation of the Town of Georgina, Office of the Town Clerk at 26557 Civic Centre Road, Keswick, Ontario L4P 3G1

We also encourage The Town’s business partners and suppliers to communicate to us any actions taken to improve their business practices or comply with this SCC, and to send us suggestions about how The Town can better implement the standards set out in this SCC.

The Town reserves the right to amend or modify this Supplier Code of Conduct. The Town may terminate its relationship with any business partner or supplier found to be in violation of these standards.

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted and agreed to on behalf of __________________________, a Supplier to the Corporation of the Town of Georgina. I have authority to bind the Company.

__________________________  
Signature

__________________________  
Date

__________________________  
Print Name

__________________________  
Title
THE CORPORATION OF THE TOWN OF GEORGINA

REPORT NO. DS-2016-0081

FOR THE CONSIDERATION OF COUNCIL
SEPTEMBER 28, 2016

FILE NO. 05.245

1. RECOMMENDATIONS:


2. That the Clerk forward a copy of Report No. DS-2016-0081, along with the minutes of the public meeting held in relation to said report, to the Ministry of Municipal Affairs and Housing.

2. PURPOSE:

The purpose of this report is to provide a summary of Report DS-2016-0060 from the August 24, 2016 Council meeting, as background for this public meeting which is being held to provide the opportunity for any interested party to provide comments on the Provincial Co-ordinated Land Use Planning Review ("Review").

3. BACKGROUND:

On August 24, 2016, Report No. DS-2016-0060 entitled "Provincial Co-ordinated Land Use Planning Review: Proposed Growth Plan, 2016 and Greenbelt Plan, 2016" was presented to Council and its recommendations were adopted and forwarded to the Ministry of Municipal Affairs and Housing, York Region and the Lake Simcoe Regional Conservation Authority. By letter dated September 2, 2016, the Province acknowledged receipt of the Town's submission (refer to Attachment 1).

Included as one of the recommendations of the above noted report is the requirement to provide the public with an opportunity at tonight's meeting to present comments to Council on the Review and/or on Report No. DS-2016-0060, and that specific notice of this opportunity be provided in advance of this meeting on the Town page of the Georgina Advocate and on the Town's website.
Furthermore, due to the detailed nature and length of Report No. DS-2016-0060, Council requested that a summary of this report be prepared and made available to the public.

4. **ANALYSIS:**

The Province is undertaking an extensive public consultation process with respect to this Review, and there is no statutory requirement for upper or lower-tier municipalities to hold their own public meetings in relation to this matter. Nevertheless, staff and Council believe it is important and beneficial that members of the public or any interested party be afforded the opportunity to address Council with any comments they may have on this significant topic.

Notice of tonight’s public meeting was advertised on the Town’s page of the September 1st, 8th, 15th, and 22nd edition of the Georgina Advocate. In addition, a News Alert was posted on the Town’s website approximately a month prior to tonight’s meeting, which provides links to the pertinent Ministry’s website, Report DS-2016-0060 and a summary of this report which is included as Attachment 2.

To date, the writer has not been contacted by any member of the public or other interested parties with respect to this matter.

In terms of the comments that may be presented, Council may or may not be supportive of same. In this regard, it is recommended that Council receive the comments and have them forwarded to the Province as recorded in the meeting minutes. However in the event a particular comment is made that Council considers very important and worthy of their support, then Council could certainly add this support as part of their resolution.

5. **CONCLUSION:**

It is recommended that Council receive this report and that the Clerk forward a copy of same, along with the minutes of the public meeting, to the Province. Furthermore, it is left to Council’s discretion to decide whether it wants to support any specific comment(s) as part of the Council resolution.
Prepared by:
Harold W. Lenters, M.Sc.PI, MCIP, RPP.
Director of Development Services
14 September 2016

Approved by:
Winanne Grant, B.A. AMCT, CEMC
Chief Administrative Officer

Attachment 1 – Province’s September 2, 2016 Letter
Attachment 2 – Summary of Report DS-2016-0060
September 2, 2016

Carolyn Lance  
Council Services Coordinator  
Town of Georgina  
26557 Civic Centre Rd.  
Keswick, ON L4P 3G1

Dear Ms. Lance:


Your comments on the proposed revised plans have been received. Due to high interest in the review and in response to requests made by several municipalities and stakeholder organizations, the deadline has been extended until October 31, 2016.

For information and updates on the review, please visit our website, www.ontario.ca/landuseplanningreview.

Sincerely,

The Land Use Planning Review team
Summary of Report No. DS-2016-0060

Provincial Co-ordinated Land Use Planning Review:

On February 27, 2015 the Province of Ontario initiated a coordinated review of the following land use policy documents: the Niagara Escarpment Plan, the Oak Ridges Moraine Conservation Plan, the Greenbelt Plan and the Growth Plan for the Greater Golden Horseshoe. These are long-range policy documents that serve to guide and direct municipal land use planning decisions in order to create vibrant and complete communities, protect the agricultural land base and ecosystems and to help support a strong and competitive economy.

On May 10, 2016 the Province released proposed changes to these four Plans and has requested public feedback by October 31, 2016. It is noted that only the proposed Greenbelt Plan, 2016 and the proposed Growth Plan for the Greater Golden Horseshoe, 2016 (Growth Plan) are applicable to lands within the Town of Georgina. Given that Georgina’s planning documents (i.e. Official Plan) will eventually have to conform to the policies contained within these two Plans, Report No. DS-2016-0060 was prepared to provide Town Council with staff’s assessment of the proposed changes. This report was presented to Council on August 24, 2016 and its recommendations were adopted and forwarded to the Ministry of Municipal Affairs and Housing, the Regional Municipality of York and the Lake Simcoe Region Conservation Authority.

Below is a summary of the five major comments/concerns presented in the report:

1. The Agricultural System, Rural Areas and Rural Lands

The Province needs to utilize a more rigorous or accurate approach/process when identifying Prime Agricultural lands.

Where there are small pockets within the Prime Agricultural land base that are clearly not suitable for agriculture, policies should enable a municipality to consider allowing
non-agricultural uses where such development is compatible with and does not negatively impact surrounding lands uses.

The proposed Greenbelt Plan should also allow for a greater range of non-agricultural uses within Rural Areas.

2. **Designated Greenfield Area Density and Intensification Targets**

The proposed Growth Plan requires that upper-tier municipalities increase the minimum Built-up Area intensification target from 40 per cent to 60 per cent, and increase the minimum designated Greenfield Area target from 50 to 80 residents and jobs per hectare. The magnitude of these proposed increases and the lack of analyses on the potential impact these intensification targets may have on regional and local planning, raises a host of planning concerns. As such, the Town has requested that these changes not be adopted or be deferred to allow for further review and consideration by the Province in consultation with municipalities.

3. **Employment Areas**

The development of the "Keswick Business Park" is an important component of the Town’s Economic Development Strategy in terms of increasing non-residential assessment and creating new jobs. To provide for an enhanced transportation network to service not only the Business Park lands but also the existing business community as a whole, the Town is requesting that the proposed Growth Plan identify and recognize the extension of Highway 404 to Glenwood’s Avenue and a linkage between Highway 400 and 404 as priority infrastructure projects.

4. **Growing the Greenbelt**

With respect to the Province’s desire to grow the Greenbelt, the Town recommends revisions to the proposed Greenbelt Plan and Growth Plan that would remove the Towns and Villages designation from the Maple Lake Estates lands in order to facilitate a proposed development approvals transfer to other lands to the south of the Maple Lake Estates site.
The Town is supportive of the Province reducing the Towns and Villages designation in the proposed Growth Plan and Greenbelt Plan for the community of Pefferlaw. This would result in a designation that more accurately reflects the extent of the lands that may be considered for development under the Town’s Official Plan (Pefferlaw Secondary Plan).

5. Implementation

The Province advises that it will deliver a number of supporting studies and information intended to help implement the new Plans, but the delivery of this material is anticipated to be some time after the new Plans are in place. This raises concerns in terms of municipalities being able to properly implement the Plans and/or bringing their Official Plans into conformity with the provincial Plans.

The Province needs to adopt reasonable municipal conformity time-frames that are aligned with the delivery of key supportive information by the Province.

The above is a summary of the comments/concerns that have been provided to the Province with respect to the proposed revisions to the Greenbelt Plan and the Growth Plan. Report DS-2016-0060 in its entirety can be accessed on the Town’s website at www.georgina.ca or a hard copy is available at the Georgina Civic Centre.

If you have any further questions, please contact Harold Lenters, Director of Development Services at hlenters@georgina.ca or call 905-476-4301 ext. 2246.
THE CORPORATION OF THE TOWN OF GEORGINA

REPORT NO. CAO-2016-0026

FOR THE CONSIDERATION OF COUNCIL
SEPTEMBER 28, 2016

SUBJECT: MOSSINGTON WHARF DIVESTITURE

1. RECOMMENDATION:


2. That a by-law be passed authorizing the Mayor and Clerk to execute the required Grant Agreement.

2. PURPOSE:

To seek approval for the Mayor and Clerk to execute the Grant Agreement required to finalize the divestiture of the Mossington Wharf from Fisheries and Oceans Canada to the Town of Georgina.

3. BACKGROUND:

Further to several years of negotiations with Fisheries and Oceans Canada, Small Craft Harbours (SCH) Branch, the Town was recently advised that SCH is in position to formalize the divestiture of the Mossington Wharf (Attachment 1).

4. ANALYSIS:

Grant Agreement F2930-160029 (Attachment 2) outlines the mutual commitments to the proposed transfer. To finalize the process, a by-law is required authorizing the Mayor and Clerk to execute the agreements.

Town legal counsel have reviewed the draft agreement.

5. FINANCIAL AND BUDGETARY IMPACT:
As part of the negotiations SCH have agreed to provide the Town with a grant in the amount of $330,000 in lieu of undertaking the repair work at the harbour facility. The funds are payable at the time of the transfer of the facility and will be used by the Town to effect repairs to the wharf and dredge the mouth of the Black River in the vicinity of the wharf. The Town's Purchasing Division will be issuing a tender for the repairs/dredging.

6. **PUBLIC CONSULTATION AND NOTICE REQUIREMENTS:**

Not applicable.

7. **CONCLUSION:**

The negotiations to effect the transfer of the Mossington Wharf from the federal government to the Town of Georgina have been successful and with Council's approval the transfer will be effective approximately March 31, 2017.

Prepared by:

Winanne Grant, B.A., AMCT, CEMC
Chief Administrative Officer

*Attachment 1 – Correspondence from SCH dated September 9, 2016*
*Attachment 2 – Grant Agreement F2930-160029*
September 9, 2012

VIA COURIER

Mrs. Winanne Grant
Chief Administrative Officer
Town of Georgina
26557 Civic Centre Road, RR 2
Keswick, ON L4P 3G1

Dear Mrs. Grant:

Re: Divestiture - Small Craft Harbours’ Black River (Mossington Wharf) Facility

Reference is made to our past discussions and correspondence regarding the proposed divestiture of the recreational Small Craft Harbours (SCH) facility at Black River to the Corporation of the Town of Georgina.

In regards to the divestiture negotiations, they have culminated in our agreement to provide the Town of Georgina with a Grant in the amount of $330,000.00 in lieu of undertaking the repair work at the Black River harbour, which is payable upon transfer of the SCH holdings at this location. At this time, we are prepared to formalize our commitment with the signing of a Grant Agreement.

Enclosed are three copies of Grant Agreement F2930-160029, which essentially outlines our mutual commitments to the proposed transfer. It would be appreciated if the Town would review the document and, if acceptable, we would ask that the Town issue a By-law authorizing signature of the document and return all copies to this office. A copy will be provided for the Town’s records after signature on behalf of the Minister.

To facilitate the transfer of our holdings at the Black River facility to the Town, the transfer will be subject to the following “flexibilities”:

- Transfer to occur “as is” at nominal value (i.e. $1.00)
- The Town covenants to use the lands described herein for the purpose of a public harbour for a period of five (5) years commencing on the date of registration of this transfer.
- In the event that any time within the period of five (5) years commencing on the date of registration of this transfer, the transferee ceases to use the lands described herein for the purpose of a public harbour or the Town disposes of all or part of the lands described herein, the Town shall pay forthwith to the transferor the sum of $330,000.00.
If you are agreeable to the above, it would be appreciated if you could provide us with the contact information of the solicitor that will be acting on your behalf to complete the transfer of our holdings at this location.

In the interim, should you have any further questions and/or concerns please do not hesitate to contact Lindsay Araujo at 905-315-5281 or by email at lindsay.araujo@dfo-mpo.gc.ca.

Yours sincerely,

Mark Sandeman
Area Manager – Client Services

Encl.
No. F2930-160029

GRANT AGREEMENT

SMALL CRAFT HARBOURS BRANCH

AND

DIRECTION DES PORTS POUR PETITS BATEAUX

THE CORPORATION OF THE TOWN OF GEORGINA

AUTHORITY

DATE OF DOCUMENT

Document daté du

BEGINNING OF TERM

La période de location commence le

END OF TERM

La période de location se termine le

RENT PAYABLE

Loyer payable

LANDS OR RIGHTS DEMISED

Cession ou transfert

OUTLINED IN APPENDIX “A”

FILE No.

No de dossier 5882 ‘D’ Black River (Mossington Wharf)

REMARKS / Remarques

THIS GRANT AGREEMENT provides for a payment of THREE HUNDRED AND
THIRTY THOUSAND DOLLARS ($330,000.00) to the Corporation of the Town of Georgina,
payable upon transfer of the federal property and infrastructure described herein and locally
known as the Mossington Wharf facility.
GRANT AGREEMENT
FOR VOTE 10 DIVESTITURES

THIS AGREEMENT, made this __ day of ___, 2016.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
(hereinafter called “Her Majesty”), as represented by the
Minister of Fisheries and Oceans (the “Minister”)

AND:

THE CORPORATION OF THE TOWN OF GEORGINA
(hereinafter called the “Recipient”)

RECITALS:

WHEREAS pursuant to departmental objectives and the Harbour Disposal Program, the
Minister wishes to transfer to the Recipient ownership of the Harbour at Black River as
more fully described in the attached Appendix “A”.

WHEREAS the Recipient has declared its intention (in a municipal resolution, letter, etc)
to assume ownership of the Harbour described in Appendix “A.”

WHEREAS the Recipient agrees to continue to operate and maintain the Harbour for its
current purpose as specified in the Transfer Agreement commencing from the date of the
transfer of title of the Harbour to the Recipient.

WHEREAS the Recipient agrees to accept full responsibility and all future liabilities
related to the Harbour in “as is” condition in return for a payment by the Minister “in
lieu” of Her Majesty performing repairs/improvements or demolition to the Harbour prior
to or after the transfer of the Harbour.

AND WHEREAS the Minister and the Recipient wish to enter into this Agreement to
facilitate a grant payment to the Recipient upon transfer of title of the Harbour to the
Recipient.

NOW THEREFORE, in consideration of the mutual covenants herein and other good
and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
the parties hereto agree as follows:

SECTION 1: DEFINITIONS

1.1 “Agreement” means this Grant Agreement and Appendices “A”, and “B”

1.2 “Audit” means an examination of a Recipient’s accounts, records, or other
evidence deemed, by the Minister, to be necessary.

1.3 “Business Day” means a day other than Saturday, Sunday or a statutory
holiday in the Province of Ontario.

1.4 “Department” means the Department of Fisheries and Oceans Canada.

1.5 “Grant” means any payment by Her Majesty to the Recipient that is the subject
of this Agreement.

1.6 “Harbour” means the property and facilities described in Appendix “A”.

Attachment 2
Report No. CAO-2016-0026
Page 2 of 12
1.7 "Instrument of Grant" means the executed conveyance document, as set out in s.5(7) of the Federal Real Property and Federal Immovables Act, that grants and conveys the harbour to the Recipient, its successors and assigns, in fee simple, and also includes the terms and conditions of the transfer of title.

1.8 "Lawyer" refers to the legal counsel of the Recipient.

1.9 "Minister" means the Minister of Fisheries and Oceans Canada and his authorized representative.

1.10 "Transfer Agreement" means the signed agreement between the parties wherein it is agreed that Her Majesty will transfer title of the Harbour to the Recipient and which sets out the set of terms and conditions of the transfer of title.

1.11 "Year" means a period of 12 consecutive months commencing on April 1st, unless otherwise specified in this Agreement.

SECTION 2: INTERPRETATION

2.1 Number and Gender

Words importing the singular shall include the plural and vice versa and words importing a particular gender shall include all genders. The necessary grammatical changes required to make the provisions of this Agreement apply shall, in all instances, be assumed as though fully expressed in each case.

2.2 Headings

The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

2.3 Accounting Terms and Principles

All accounting and financial terms used in this Agreement shall, except where otherwise provided either expressly or by necessary implication in this Agreement, be interpreted and applied in accordance with generally accepted accounting principles and generally accepted auditing standards in Canada, as determined by the Chartered Professional Accountants of Canada or any successor.

2.4 Business Day

If the day on which any act or payment is required to be performed or made under this Agreement is a day that is not a Business Day, then such act or payment shall be duly performed or made on the next following Business Day.

2.5 Appendix

Any document attached hereto as an Appendix forms part of this Agreement.

2.6 Statutes, Regulations and Rules

Any reference in this Agreement to all or any part of any statute, regulation or rule shall, unless otherwise stated, be a reference to that statute, regulation or rule as amended, substituted, replaced or re-enacted from time to time.
2.7 Governing Law

This Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, subject to any paramount or applicable federal laws. Nothing in this Agreement is intended to or shall be construed as limiting, waiving or derogating from any Federal Crown prerogative.

SECTION 3: TERM OF AGREEMENT

This Agreement shall come into effect on the date of its execution by the last of the parties and shall terminate on the date the Recipient receives payment of the Grant unless terminated earlier in accordance with the provisions of this Agreement.

SECTION 4: APPROPRIATIONS AND CHANGE IN FUNDING FROM PARLIAMENT

4.1 Payment of the Grant is subject to appropriations approved by Parliament. The Grant shall be cancelled or reduced in the event that funds are not available in the Year in which payment is to be made. Therefore, nothing herein contained obliges the Minister to make any payment under this Agreement unless and until the necessary funds have been voted by Parliament in that behalf.

4.2 Should the amount of the Grant be reduced as a result of this section, either party may terminate this Agreement by providing thirty (30) days written notice to the other setting out the reduction as the reason for the termination. In the event of termination under this section, each party shall be responsible for its own costs of any nature whatsoever associated with this Agreement and shall have no claim against the other for such costs.

SECTION 5: PAYMENT OF GRANT

Subject to the provisions of this Agreement, the Minister agrees to pay to the Recipient, and the Recipient agrees to accept, a total Grant in the amount of THREE HUNDRED AND THIRTY THOUSAND DOLLARS ($330,000.00). The Grant is payable, without interest, upon receipt by the Minister, of a copy of the original duplicate registered Instrument of Grant.

SECTION 6: STACKING OF FINANCIAL ASSISTANCE

6.1 The Recipient declares that at the time of executing this Agreement, the Grant is the only Government Financial Assistance it has applied for, received, or expects to receive for the repairs and improvements reasonably required to bring the Harbour to a condition where it can be operated to ensure safe public access for a minimum period of five years commencing from the date of transfer of title to the Recipient.

6.2 “Government Financial Assistance” means any financial assistance, including loan guarantees, forgivable, low interest or interest free loans, and investment tax credits provided by the federal, provincial or municipal government or agencies.

6.3 During the term of this Agreement, the Recipient shall immediately declare to the Minister, in writing, any Government Financial Assistance, excluding the amount of the Grant, that it has applied for, received, or expects to receive that was not declared under subsection 6.1, and the Recipient shall renew this declaration prior to release of the Grant.
6.4 Where the Minister determines that the amount of the Grant should be reduced because of any additional Government Financial Assistance referred to in this Article 6.0 and received by the Recipient, the Minister may reduce the amount of the Grant, and if the Grant has already been paid, the Recipient shall repay the excess amount immediately upon notice from the Minister. Interest shall accrue on the excess amount at the rate set out in the Interest and Administrative Charges Regulations enacted under the Financial Administration Act, and the excess amount and interest are recoverable as a debt due to the Crown.

SECTION 7: LONG TERM OBLIGATIONS

The Recipient shall have no claim of any nature whatsoever against Her Majesty related to any loan, capital lease or long term obligation it enters into in relation to this Agreement.

SECTION 8: SPECIAL CONDITIONS

This Agreement is made pursuant to the Recipient's acceptance of the following conditions:

8.1 The Recipient has agreed to purchase the Harbour, on an "as is" basis for the sum of ONE DOLLAR ($1) and has signed the Transfer Agreement, where applicable, and any other documents required to transfer title of the Harbour to the Recipient. Her Majesty has agreed to sell the Harbour to the Recipient for the sum of ONE DOLLAR ($1) and to sign the Transfer Agreement and any other documents required to transfer title of the Harbour to the Recipient. The Transfer Agreement requires the following conditions being completed to the satisfaction of the parties:

- Examination of aboriginal rights including aboriginal titles, if applicable;
- Examination of title;
- Preparation of a technical description of the Harbour by a certified land surveyor;
- Completion of an environmental assessment required under the Canadian Environmental Assessment Act, if applicable, and compliance with any environmental standards; and
- Conclusion of any agreement with the province, if applicable, such as the granting of permission to occupy the waterlot.

8.1.1 The costs of the above examinations, except for any waterlot agreements that must be negotiated directly between the province and the Recipient, will have been borne by the Minister. The Recipient will have paid all costs for any additional examinations, technical descriptions, assessments, agreements or requirements it may obtain in order to satisfy itself that the above conditions have been met unless otherwise agreed to in writing by the parties.

8.1.2 If any of the above conditions have not been met to the reasonable satisfaction of a party, that party may terminate this Agreement on thirty (30) days written notice to the other setting out the condition(s) that has/have not been met and the reasons why. In the event of termination under this subsection, each party shall be responsible for its own costs of any nature whatsoever associated with this Agreement and shall have no claim against the other for such costs.

8.2 The Recipient agrees to continue to operate and maintain the Harbour for its current purpose as specified in the Transfer Agreement.
SECTION 9: DEFAULT AND REMEDY

The Minister may, in addition to any other remedies available to him, terminate this Agreement or any obligation of the Minister under this Agreement upon ten (10) days notice to Recipient, if during the term of this Agreement:

9.1 The Recipient fails to comply with any of the terms and conditions of this Agreement.

9.2 The Recipient becomes bankrupt or insolvent, goes into receivership or takes the benefit of any statute from time to time relating to bankrupt or insolvent debtors, or is required to wind up or dissolve by any order or resolution, or is unable to meet its liabilities as they become due;

9.3 The Recipient is convicted of any offence against a law, order or regulation, the conditions of any licence, or of being an accessory to any such offence, if such offence is committed in connection with the Harbour;

9.4 In the opinion of the Minister the Recipient has ceased carrying on business;

9.5 The Recipient has submitted false or misleading information to the Minister;

9.6 In the opinion of the Minister, a material adverse change in risk to Her Majesty has or will occur.

SECTION 10: LOBBYIST REGISTRATION

The Recipient shall ensure that any person lobbying on behalf of the Recipient is registered pursuant to the Lobbyist Registration Act.

SECTION 11: NO PARTNERSHIP, JOINT VENTURE OR AGENCY

11.1 Her Majesty and the Recipient expressly disclaim any intention to create a partnership, joint venture or agency. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of Her Majesty or of the Recipient shall constitute or be deemed to constitute Her Majesty and the Recipient as partners, joint venturers or principal and agent in any way or for any purpose. The Recipient shall not represent or hold itself out to be an agent of Her Majesty. No party hereto shall have any authority to act for or to assume any obligations or responsibility on behalf of the other party hereto.

11.2 The Recipient agrees to indemnify Her Majesty for any liability that Her Majesty incurs by virtue of being found to be liable with the Recipient as a partner of, joint venturer with, or principal of the Recipient. For greater certainty, the foregoing indemnity shall not apply to any claim or liability arising as a result of an act or omission of Her Majesty or Her Majesty’s agent other than those specific acts or omissions that are the basis for the finding that Her Majesty or Her Majesty’s agent is a partner of, joint venturer with, or principal of the Recipient.
SECTION 12: INDEMNIFICATION

The Recipient shall indemnify and save harmless Her Majesty and the Minister and Her Majesty's officers and employees from and against all claims, including third party claims, losses, damages, costs, expenses, suits, actions, demands or other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Recipient, its employees or agents in relation to or arising from this Agreement.

SECTION 13: ARBITRATION

13.1 Any claim or dispute arising out of or in connection with this Agreement, other than any claim or dispute pertaining to a question of Public Law, shall be submitted by the parties hereto to binding arbitration pursuant to the federal Commercial Arbitration Act. The party requesting arbitration shall do so by (30) days written notice to the other party. The arbitration shall take place in the City of Burlington, Province of Ontario before an arbitrator to be chosen by the parties. The costs of the arbitration, including the fees of the arbitrator shall be determined by the arbitrator. If the parties cannot agree upon the choice of arbitrator within thirty (30) calendar days of the written notice to submit to arbitration, then each party shall choose an arbitrator who in turn will then select a third arbitrator.

13.2 The arbitrator shall determine the procedure to be followed and shall issue a written decision within thirty (30) calendar days of completion of the hearing. The decision shall be in a form enabling it to be entered for judgment in any court having jurisdiction.

SECTION 14: GENERAL PROVISIONS

14.1 This Agreement sets forth the entire agreement between the parties hereto concerning the subject matter hereof and supersedes and revokes all negotiations, arrangements or communications of any nature whatsoever, whether they be verbal or in writing, between the parties or their authorized representatives or any other person purporting to represent the Minister or the Recipient. No expression or warranty expressed, implied or otherwise is made by Her Majesty to the Recipient or by the Recipient to Her Majesty except as expressly set out in this Agreement. The parties each agree that:

14.1.1 It has not been induced to or coerced to enter into this Agreement nor has it relied upon any representations not set out in this Agreement; and

14.1.2 It has conducted its own due diligence examinations in order to satisfy itself of the full, true and accurate disclosure of facts.

14.2 The Recipient consents to public announcements of its receipt of the Grant and related information, subject to the Access to Information Act and the Privacy Act, in a manner and at a time to be determined by the Minister in his sole discretion.

14.3 The Recipient shall comply with the requirements of all applicable federal and provincial government regulatory bodies and agencies.

SECTION 15: HOUSE OF COMMONS

No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit that arises therefrom.
SECTION 16: TIME OF ESSENCE

Time shall, in all respects, be of the essence of this Agreement.

SECTION 17: NOTICE

17.1 All notices or other communications necessary for the purposes of this Agreement shall be in writing and shall be delivered personally or shall be sent by registered mail, prepaid first class mail, facsimile, or e-mail to the following numbers and addresses:

17.1.1 In the case of Her Majesty, to:
   Small Craft Harbours Branch
   Central and Arctic Region
   Fisheries and Oceans Canada
   867 Lakeshore Rd., Burlington, ON L7S 1A1
   Attention: Mark Sandeman, Area Manager—Client Services
   Telephone: (905) 336-4743
   E-mail: mark.sandeman@dfo-mpo.gc.ca

   or to such other address, facsimile number, e-mail address or person as the Minister may designate in writing to the Recipient; and

17.1.2 In the case of the Recipient, to:
   The Corporation of the Town of Georgina
   26557 Civic Centre Road, R.R. #2
   Keswick, ON L4P 3G1
   Attention: Winanne Grant, Chief Administrative Officer
   Telephone: (905) 476-4301 Ext. 2301
   E-mail: wgrant@georgina.ca

   or to such other address, facsimile number, e-mail address or person as the Recipient may designate, in writing to the Minister.

17.2 Any notice or other communication shall be deemed to be received:

17.2.1 If delivered by facsimile or by e-mail, twenty-four (24) hours after the time of successful transmission to the other party;
17.2.2 If delivered by pre-paid first class mail, on the earlier of the day it was received or the fifth (5th) day after it was post-marked; and
17.2.3 If delivered personally or by registered mail, on the date of delivery.

17.3 If postal service is interrupted, threatened to be interrupted, or is substantially delayed, any notice shall be delivered personally, by facsimile transmission or by e-mail.

SECTION 18: AMENDMENT

This Agreement may be amended only by a written agreement signed by the Minister and the Recipient at any time during the term of this Agreement.
SECTION 19: WAIVER

The failure by any party hereto to insist upon the strict performance by the other party hereto or its obligations under this Agreement shall not constitute a waiver or relinquishment of any such obligations.

SECTION 20: SEVERABILITY

If any provision of this Agreement is rendered invalid, void, illegal or unenforceable for any reason whatsoever, that particular provision shall be deemed to be independent of and severed from the remainder of this Agreement and all other provisions of this Agreement shall continue in full force and effect.

SECTION 21: ASSIGNMENT, SUCCESSOR AND ASSIGNS

21.1 The Recipient shall not assign its rights or obligations hereunder to any person without the express written consent of Her Majesty.

21.2 If the Recipient assigns its rights or obligations pursuant to Subsection 21.1 above, the Recipient shall be and remain jointly and severally liable for all obligations to Her Majesty notwithstanding any assignment.

21.3 This Agreement shall be binding upon and shall ensure to the benefit of Her Majesty and Her Majesty’s successors, assigns, and of the Recipient and its successors and assigns.

21.4 No rights shall inure to the benefit of any transferee or assigns of the Recipient unless the transfer or assignment is consented to by Her Majesty.

21.5 Nothing expressed or implied in this Agreement is intended to or shall be construed as conferring on or to give any person, other than the parties hereto, and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement or any other agreement.

SECTION 22: CONFLICT OF INTEREST AND POST EMPLOYMENT CODE

No individual for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service apply shall derive any direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions.

SECTION 23: OFFICIAL LANGUAGES ACT

In accordance with the Treasury Board Policy on Grants and Contributions - Official Languages and in relation to Part IV (Communications and Services) of the Official Languages Act, the Recipient agrees to:

a) make any announcements to the public concerning the Grant in both official languages; and

b) make available in both official languages any documents for the general public relating to the Grant.
IN WITNESS WHEREOF, Her Majesty the Queen in Right of Canada has executed this Agreement at the City of ____________, in the Province of _______ this ___ day of ____________, 2016 and the Recipient has executed this Agreement at the Town of ____________, in the Province of _______ this ___ day of 2016.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, AS REPRESENTED BY THE MINISTER OF FISHERIES AND OCEANS

per: ____________________________
Witness

Steve Newton, Regional Director
Small Craft Harbours

RECIPIENT

per: ____________________________
Witness

Margaret Quirk, Mayor

per: ____________________________
Witness

John Espinosa, Town Clerk

per: ____________________________
Witness
APPENDIX "A"

DESCRIPTION OF PROPERTY:

All of PIN 03753-0136 LT, being Water Lot Lying North of Lot 4, Concession 8, Georgina; Georgina.
APPENDIX “B”

DEBTS OWING TO HER MAJESTY

NIL (no debts owing to Her Majesty)
THE CORPORATION OF THE TOWN OF GEORGINA

REPORT NO. CAO-2016-0027

FOR THE_consideration of
council
september 28, 2016

Subject: strategic accommodation options plan – next steps

1. recommendation:


2. That Council provide direction on next steps for the project.

2. purpose:

To seek direction from Council on the next steps for the strategic accommodation options plan (SAOP) project.

3. background:

In August Pivotal Projects Inc. were retained to undertake the strategic accommodations options plan pertaining to the future of the Civic Centre facility.

Pivotal Projects Inc. will be presenting an interim report to Council on October 5, 2016 and a final report on November 2, 2016.

The final report will present options and analysis for Council's consideration. It is anticipated that Council will receive the report and refer it for further analysis.

4. analysis:

The work undertaken by Pivotal is technical in nature. The methodology integrates service delivery review (understanding the business of the Town), strategic priority analysis (relative to other competing demands for capital investment), building science analysis, life-cycle analysis (both capital and operating), and financial evaluation of several long term options.
Upon receipt of the technical analysis, Council has several options available for how to guide the next steps of the project.

The options are:

- Council receives the report and Council as a whole guides next steps
- Council receives the report and appoints a sub-committee of Council to guide next steps
- Council receives the report and appoints a Task Force or Ad Hoc Committee to guide next steps
- Other

Terms of reference are recommended in each scenario to ensure the desired outcomes are achieved.

5. **FINANCIAL AND BUDGETARY IMPACT:**

There are no financial impacts associated with the next steps for the project other than potential incidental costs associated with meetings.

6. **PUBLIC CONSULTATION AND NOTICE REQUIREMENTS:**

There is no specific public consultation required with respect to this report. The terms of reference for the next phase of the project will outline the public consultation requirements moving forward.

7. **CONCLUSION:**

Staff require direction from Council on the manner in which the SAOP will be guided in its next phase. Once direction is received terms of reference will be drafted for consideration.

Prepared by:

[Signature]

Winanne Grant, B.A., AMCT, CEMC
Chief Administrative Officer
September 14, 2016

Town of Georgina
26557 Civic Centre Road
Keswick, ON
L4P 3G1

Dear Chief Administrative Officer:

The 2016 Federal Budget announced the establishment of a Clean Water and Wastewater Fund (CWWF) that proposes to invest up to $569.6 million in the province of Ontario for immediate improvements to water distribution and treatment infrastructure, starting in 2016-17.

CWWF will provide municipalities with vital infrastructure funding to help accelerate short term investments to support the rehabilitation and modernization of drinking water, wastewater and stormwater infrastructure, and the planning and design of future facilities and upgrades to existing systems.

The provision of CWWF funding is governed by a bilateral agreement between Canada and Ontario, with the Ontario Ministry of Infrastructure being responsible for the administration of CWWF. The federal government will contribute 50% of the eligible project costs, up to the maximum federal allocation noted below. In addition, the Province will contribute 25% of eligible project costs, up to the maximum provincial allocation noted below.

Municipality allocations under the CWWF are based on the amount of water, wastewater and stormwater assets owned by municipalities and their economic conditions. Grants for First Nations are based on each community’s population on reserve. All recipients receive a minimum of $75,000.

Projects must be complete with all costs incurred prior to March 31, 2018. Where need is demonstrated, up to 25% of costs can extend beyond March 31, 2018. Extensions beyond March 31, 2018 require pre-approval by the Province and the Federal Government.

I am pleased to note that, Town of Georgina will be eligible to receive a maximum federal allocation of $1,509,359 and a maximum provincial allocation of $754,680.
In order to submit an application to receive CWWF funding and access the CWWF Program Guide, please visit: 

Please note that eligible recipients must complete in full and submit electronically a CWWF Project List Template to the email identified on the Grants Ontario web portal by October 31, 2016.

For more information on how to complete each component, in addition to information regarding general program requirements and eligibility criteria please refer to the CWWF Program Guide.

If you have any questions regarding the Clean Water and Wastewater Fund (CWWF), please contact Infrastructure Ontario, at 1-844-803-8856.

Sincerely,

[Signature]

Elizabeth Doherty
Director, Intergovernmental Policy Branch
Infrastructure Policy Division

**Disponible en français**
Subject: Requirements under the Grade Crossings Regulations pursuant to the Railway Safety Act

Dear Mayor Margaret Quirk:

As you may be aware, on November 28, 2014, the new Grade Crossings Regulations came into force. The Regulations apply to all public and private grade crossings on federally regulated rail lines. They also apply to the grade crossing owners (railway companies, road authorities and private entities) who share ownership of these crossings.

The overriding objective of the Regulations is to improve safety by establishing comprehensive safety standards for grade crossings, clarifying roles and responsibilities of railway companies and road authorities, and ensuring that they share safety-related information with each other.

We are sending this letter to provide you with more information about the Regulations and to remind you of some important requirements.

As you are likely aware, different requirements of the Regulations will be phased-in over the next five years. As of November 28, 2014, railway companies and road authorities are required to be in compliance with specific provisions in the Regulations for existing grade crossings. These requirements specifically concern the crossing surface, railway signage, the inspection and testing of warning systems, as well as record keeping related to the inspection and testing of warning systems. Additionally, there are other provisions in effect which apply to existing crossings concerning the whistling cessation process, the obstruction of public crossings, and the temporary protection measures required at crossings in the event that a work or activity could interfere with the safety of railway operations.

Furthermore, new requirements are upcoming. Specifically, road authorities and railway companies will be required to share safety-related information with each other by November 28, 2016, in order to fully comply with the regulatory requirements by the end of 2021.

Road authorities and railway companies will have five years to upgrade their crossings to satisfy the regulatory requirements based on the information shared. For convenience, Transport Canada has developed a form to facilitate the sharing of information with railway companies, which can be found online at: www.canada.ca/grade-crossings. The use of this form is optional.
In addition to the Regulations’ phased-in approach for existing crossings, there are requirements for new grade crossings, as well as for modifications to existing crossings. The enclosed publication, entitled “Grade Crossings Regulations: what you need to know”, highlights the various requirements that may apply and when they come into force.

Further, in response to requests for information and clarification from several municipalities on the Grade Crossings Regulations, Transport Canada is also developing a detailed handbook to assist road authorities and railway companies in the implementation of the Regulations. This handbook will be available on Transport Canada’s website by the end of December 2016.

You may be eligible to receive funding toward grade crossing improvements. Transport Canada provides funding under the Railway Safety Act to crossing improvement projects under federal jurisdiction. A railway company or road authority may apply to Transport Canada to determine if the proposed project is eligible for funding under the program.

We hope that this letter, including its attachment, was useful in providing you information on the Grade Crossings Regulations, and will assist you and your personnel in meeting the requirements. For any questions regarding this letter, please contact us at railsafety@tc.gc.ca or at 1-844-897-7245.

For more details on the Grade Crossings Regulations and the funding program, please visit: www.canada.ca/grade-crossings.

Sincerely,

Brigitte Diogo
Director General, Rail Safety
Transport Canada

Enclosure

Grade Crossings Regulations: what you need to know
Grade Crossings Regulations: what you need to know

There are about 14,000 public and 9,000 private grade crossings along more than 40,000 kilometres of federally regulated railway track in Canada. Transport Canada's Grade Crossings Regulations (the Regulations) help to improve safety at these crossings by:

- establishing comprehensive and enforceable safety standards for both new and existing crossings in Canada;
- clearly defining the roles and responsibilities of railway companies and road authorities; and
- ensuring that railway companies and road authorities share key safety information with each other.

What is a grade crossing?
A grade crossing is an intersection where a road or path crosses railway tracks at the same level. Grade crossings are also known as level crossings, railway crossings, or train crossings.

What is a public grade crossing?
A public grade crossing is where railway tracks intersect with a road that is owned by a public authority, such as a province, municipality or band council, and is used by the general public.

What is a private grade crossing?
A private grade crossing is where railway tracks intersect with a road that is owned and used by private parties, such as farmers, commercial businesses or private individuals.
Did you know that you may have responsibilities under the Regulations?

Railway companies, road authorities (provinces, municipalities and band councils) and private crossing owners are each responsible for managing the safety at grade crossings.

The Regulations identify the roles and responsibilities of railway companies and road authorities that relate to:

- Information sharing
- Crossing surfaces
- Sightlines
- Roadway and railway signs
- Traffic signals
- Warning systems

Do you know what’s expected of you?

Greater Collaboration Through Information Sharing

Transport Canada has developed forms that may be used by the railway company or the road authority to facilitate information sharing. These forms can be found at www.Canada.ca/grade-crossings.

The Regulations require that railway companies and road authorities share safety-related information on their grade crossings. Sharing this information with each other will allow them to determine what they need to do to make their crossings safer.

What’s happening when?

- **Immediately:** When constructing a new grade crossing or making a change to an existing grade crossing.
- **By November 28, 2016:** To share safety information with each other for existing public grade crossings.

**Available funding for grade crossings**

Transport Canada can provide funding for eligible costs related to a grade crossing improvement project. To learn more visit: https://www.canada.ca/en/services/transport/rail.html

Enforceable Grade Crossings Standards

The Regulations incorporate standards based on the best engineering practices known today and make them law. This requires all federally regulated grade crossings in Canada to meet the same standard. Railway companies and road authorities will continue to apply the best options, building on the existing guidelines, for making their crossings safe.*

What’s happening when?

- **Immediately:** The standards will apply to new grade crossings; or when making a change to an existing grade crossing — widening the road, for example.
- **By the end of 2021:** The standards will apply to surfaces, signs, sightlines and warning systems for existing grade crossings.

*Note: Immediate action can and will be taken by Transport Canada where a serious safety deficiency is identified.

Effective Sightlines

A safe crossing is a visible crossing — so the Regulations contain formulas for defining the area that road authorities, railway companies and private land owners must keep clear of anything that could block a road user’s view of an oncoming train.

What’s happening when?

The Regulations prescribe customizable requirements for your crossings.

- **Immediately:** When constructing new grade crossings, or making a change to an existing grade crossing.
- **By the end of 2021:** To existing grade crossings.
Working Together to Safeguard Public Grade Crossings

The Regulations and standards require road authorities and railway companies to work together on:

**Blocked public crossings**

Under the Grade Crossings Regulations:

- Railway equipment cannot block a public grade crossing for more than five minutes when a road user requires passage, unless the railway equipment is moving.
- When emergency vehicles require passage, railway companies must immediately clear any grade crossing.

If the municipality has a safety concern relating to a crossing that is blocked, both parties must work together to find a solution to the safety concern. After 90 days, if they find no solution, the municipality can inform Transport Canada.

**Activity on/near a crossing**

The requirements are that if a railway company or road authority performs any activity, such as rail or road repair at or near a crossing, they must:

- Share information about the activity with each other, and
- Take temporary protection measures (e.g. detours) to address any threat to the safety of railway operations.

**Train whistling cessation**

Train whistling is an important way to keep drivers, cyclists and pedestrians safe when using public grade crossings.

**Whistling cessation**

- Section 23.1 of the Railway Safety Act provides a process for whistling cessation at a public grade crossing subject to certain requirements outlined in the Regulations.
- Crossings must be equipped with an appropriate warning system based on railway speed design, vehicle and pedestrian use, and the number of railway tracks going through the crossing.
- The municipality must also pass a resolution agreeing that the whistle should not be used at that crossing.

Transport Canada encourages railway companies and municipalities to work together to ensure that all the requirements have been met. Should these two parties disagree that the requirements have been met, they may approach Transport Canada for a final decision.

Should a road authority wish to pursue whistling cessation, the procedure for train whistling at public crossings can be found at www.canada.ca/grade-crossings.

**Complaint and Dispute Resolution**

Who can help when complaints or issues become disputes that railway companies and road authorities cannot resolve?

If the complaint or dispute is about grade crossing safety, contact Transport Canada. Learn more at www.canada.ca/grade-crossings.

If a railway company and a road authority disagree on who should pay for railway work at a crossing, either party can ask the Canadian Transportation Agency to apportion the costs of the project. Learn more at the Canadian Transportation Agency at www.otc-cta.gc.ca.

**Need help?**

For general inquiries:

Email: RailSafety@tc.gc.ca
Phone: 613-998-2985
Toll-free: 1-844-897-RAIL (1-844-897-7245)
Fax: 613-990-7767

Transport Canada
Rail Safety Branch
Mailstop: ASR
427 Laurier Street West,
Ottawa, Ontario
K1A 0N5

Pacific: 604-666-0011
Prairie and Northern: 1-888-463-0521
Ontario: 416-973-9820
Quebec: 514-283-5722
Atlantic: 506-851-7040

www.canada.ca/grade-crossings
Railway companies and road authorities were required to:

- Meet surface condition design and railway signage requirements
- Test and inspect warning systems
- Meet new construction requirements for new crossings
- Respect new provisions for preventing blocked crossings
- Follow new train whistling cessation process
- Apply new and existing protection measures
- Keep records

Crossings must meet certain requirements defined in the Regulations such as:

- Sightlines
- Crossing surface design
- Road and railway signs
- Crossing Warning Systems
- Traffic Signals timing with warning systems

Railway companies and road authorities must share the following safety information:

- Point of contact (regular, emergency)
- Location of grade crossing
- Details on the road approach and rail configuration (number of lanes, gradient, tracks, whistling, signage, etc.)
- Road/rail volumes and speeds
- Crossing user details (vehicles, pedestrians, assistive devices, etc.)
Ontario Municipal Board Review

Ontario is undertaking a review of the scope and effectiveness of the Ontario Municipal Board (OMB), an important part of the province’s land use planning system.

The OMB is an independent tribunal that makes decisions at arm’s length from the government on appeals and applications under a number of statutes, with most of its current caseload coming from the Planning Act.

As set out under the Planning Act, the OMB is responsible for hearing appeals on decisions related to land use planning including official plans, zoning by-laws and plans of subdivision. The OMB’s authority also includes hearing disputes on matters such as planning application fees and parkland dedication.

During extensive public and stakeholder consultations on the Smart Growth for Our Communities Act (Bill 73), the update to the Long-term Affordable Housing Strategy and the Coordinated Land Use Planning Review, the province received input on improvements that could be made to the OMB, including its role in Ontario’s land use planning system.

Ontario has already acted upon some of these suggested improvements.

For example, several changes were incorporated into the Smart Growth for Our Communities Act:

- When municipalities prepare new official plans, the plans can no longer be appealed in their entirety, and
- Once a new official plan is in place, that plan would not be subject to any new appeals of private applications for two years unless the municipality allows the applications to be made.

Recent changes in the Smart Growth for Our Communities Act will also give citizens a more meaningful voice in the land use planning process, build a more accountable and transparent decision making process, and focus on alternative dispute resolution to reduce the number of OMB hearings.

Ontario also proposed several additional changes to improve the land use planning and appeal system in our province through proposed amendments to provincial land use plans. The Growth Plan for the Greater Golden Horseshoe would help to provide clearer direction for decision makers for assessing land needs to limit potential appeals.

Under the proposed Promoting Affordable Housing Act, 2016, appeals of inclusionary zoning official plan policies and zoning by-laws to the OMB would not be permitted, except by the province.

Review Details
The Ministry of Municipal Affairs and the Ministry of the Attorney General are working to develop proposed recommendations to improve how the OMB works within the broader system of land use planning. A consultation paper will be released in the fall 2016 for further comment.

In the meantime, the province would like to hear your views on the following topics:

- **Jurisdiction and powers**: this could include what matters can be appealed and who may appeal them, the use of local appeal bodies and how much deference should be given to municipal decisions.

- **Meaningful citizen participation and local perspective**: this could include who has access to hearings, how to ensure the ability of the public to participate, how to ensure that the process is affordable, unrepresented parties and the role of the citizen liaison office.

- **Clear/predictable decision making**: this could include how to ensure fairness, adjudicator education and training and standardized decision format(s)

- **Hearing procedures and practices**: this could include the formality of hearings, how expert evidence is heard and what evidence should be allowed at hearings.

- **Alternative dispute resolution**: this could include the use of mediation or other alternatives to traditional hearings or adversarial procedures as part of the appeal system.

- **Timely processes and decision making**: this could include the timelines for scheduling hearings and the issuing of decisions.

If you would like to comment or share your insights on the topics above, please email us at: **OMBReview@ontario.ca**.

Comments and suggestions received during all stages of the review, as well as comments already received will be used to help inform the government of what changes may be needed.

There will be further opportunity for input when the consultation paper is released in the fall.

**Notice Regarding Collection of Information**

Any personal information collected is under the authority of the Ministry of Municipal Affairs and Housing Act for the purpose of obtaining input on the Ontario Municipal Board Review.

If you have questions about the collection, use, and disclosure of this information, please contact the Ministry of Municipal Affairs Senior Information and Privacy Advisor, 777 Bay Street, Toronto, Ontario, M5G 2E5, 416-585-7094.

**Individuals**

Personal contact information will be used only to contact you and will not be shared. Please be aware that any comments provided may be shared or disclosed once personal information is removed. Personal information includes your name, home address and personal e-mail address.

**Organizations and Businesses**

Comments or submissions made on behalf of an organization or business may be shared or disclosed. By submitting comments you are deemed to consent to the sharing of information contained in the comments and your business contact information. Business contact information is the name, title and contact information of anyone submitting comments in a business, professional or official capacity.

**Learn More**

- [Citizens' Guide to Land Use Planning: Ontario Municipal Board](#)
- [Environment & Land Tribunals Ontario: OMB Website](#)
MUNICIPAL SUMMIT
OMB REFORM: PROCESS & POWERS

RECOMMENDATIONS
MUNICIPAL SUMMIT ON OMB REFORM: PROCESS AND POWERS

While each community is indeed unique, when it comes to planning matters, many of our communities encounter the same issues. When considering development proposals within the context of approved Official Plans – there is ongoing pressure to alter their Official Plans to approve project-specific amendment requests. Repeated appeals to the OMB of Municipal councils’ planning decisions to uphold their Official Plans and deny project-specific amendment requests, results in multiple communities fighting the same fight - wasting untold taxpayer dollars in the process. It is a lengthy, costly, and frustrating process and one that is clearly not working.

Discussions around the need for OMB reform are not new. As an issue it has jumped from the back burner to the front burner and back again many times over the past two decades. However, despite the many years of discussion, there has been little material change to the scope of powers, procedures or predictability of decision making of the OMB. This had led to frustration for the key stakeholders in the process – Municipal leaders, the development community and - most important - the residents and communities affected by planning decisions and OMB rulings regarding same.

OMB processes and scope of power have not kept pace with the changes in municipal planning necessitated by the explosion of growth in our communities. Effective planning requires certainty and predictability in the processes that govern it. What is needed, therefore, is clarity of the role and scope of power of all those with the authority for decision making.

In light of the pending Provincial review of the OMB, this is an opportune time for elected representatives – those decision-makers on the front lines of municipal planning - to work together and advocate for appropriate and effective reform(s) of the OMB.

Elected officials from across the Province have been asking for change for a long time and now, as a result of the Summit on OMB Reform – Process and Powers have come together to identify common goals and common solutions and to advocate for those changes in planning legislation. With reform, it is hoped that Municipalities will have more authority and predictability in local planning decisions.

Background

The impetus for the Municipal Summit on OMB Reform came from a motion brought forward by Councillor Tom Mrakas to Aurora Town Council in January of 2016 that spoke to the need to address the scope and powers of the OMB. Subsequent to that, and within the context of the need for OMB reform, an additional motion was put forward jointly by Councillor Michael Thompson and Councillor Tom Mrakas that spoke to the specific planning issue of development of open space/parkland and the need for criteria against which both municipalities and the OMB can consider when reviewing said development requests.
It was in the context of these two unanimously supported motions that the idea for a Municipal Summit on OMB reform was born. Following quickly on the heels of the passing of both motions, a Municipal Summit Planning Working Group was created to begin the work of creating the Summit. The event, held in the Markham Civic Centre on May 14th, was the result of months of hard work by this dedicated group of 17 elected officials from 12 municipalities across the GTA.

The Municipal Summit was a unique event; a grass roots gathering of elected officials from every corner of our Province, working together towards the common goal of affecting real change in the decision-making processes that affect how our communities are planned.

The daylong event featured a number of important speakers including Ms. Helen Cooper, Former Mayor of Kingston, Chair of the Ontario Municipal Board, AMO President; Mr. John Chipman, Author "Law Unto Itself", former editor of the Ontario Municipal Board Reports; Ms. Valerie Shuttleworth Chief Planner for York Region; Mr. Leo Longo, Senior Partner Aird & Berlis LLP and Mr. Joe Vaccaro, CEO of the Ontario Home Builders Association. The panelists engaged attendees and solicited their input directly through breakout groups. Our guest Moderator, Mr. Bill Hogg, brought together the outcome of both the broader discussions as well as the break out groups so as to identify common themes that would inform the proposed recommendation(s)

Recommendations

At the outset, the purpose of the Summit was to identify common themes and common principles of reform that would modernize the process and procedures of the OMB. The purpose of which is to ensure that decisions of the Board reflect and respect the uniqueness of every community. In reviewing the comments of the attendees and the panelists as well as the municipal leaders that have weighed in through emails and other communication, and taking into consideration the over 100 municipalities that have endorsed the motion(s) advocating reform, the consensus view spoke to a clear need to review the scope of powers of the OMB.

Thus, the recommendations of the Summit can be boiled down to one overarching recommendation:

**Limit the jurisdiction of the OMB to questions of law or process.**

Specifically, when considering appeals, require the OMB to uphold any planning decision(s) of Municipal Councils unless said decision(s) is contrary to the processes and rules set out in legislation.

A decision by a Municipal Council to uphold their Official Plan – a Plan that conforms to provincial legislation and is approved by the Province through the delegated authority of the relevant Regional government - should not be subject to appeal unless that decision is contrary to the processes and rules set out in legislation. Further, OMB decision-making processes/procedures should be predicated on the principle that planning
decisions of a local Municipal Council as they relate to their Official Plan will be upheld unless they are contrary to the processes and rules set out in legislation.

The recent changes to the Planning Act (Bill 73) as they speak to limits on appeals – namely that Official Plans cannot be appealed within the first two years of adoption - are a good first step, but they don't go far enough. The consensus of attendees was that appeals should be strictly limited. Some felt that amendment requests should not be allowed to be put forward at all unless proponents can demonstrate that the proposed changes to the Official Plan or zoning by-law fulfill a changing community need or in some way better the community. The onus should be on the applicant to demonstrate to the local Municipal Council that the changes to the Official Plan necessitated by a proposed project or development benefit the community and/or enhance it. If a Council sees that there is a clear benefit to the community then it is within the Councils authority to grant the amendments. However, if a Council feels that the application does not somehow better the community, then Council has full authority to deny the application without it being subject to appeal.

There should be consistency in the scope of authority of Municipal Councils. Any other decision by a Municipal Council is only subject to appeal through a judicial review the scope of which is errors in process or law. The question then is - why are planning decisions different? The answer is they should not.

As it stands now, Municipalities are required to review application after application, requesting amendment after amendment; considering each in isolation as opposed to the integrated whole. Piecemeal planning negates the utility and functionality of Official Plans. Multiple changes to a Municipal Plan required by multiple project-specific amendment requests compromises the integrity of the Official Plan and indeed the planning process as a whole.

Municipal planning is a complex process. But the current legislation does not recognize or reflect that complexity. The legislation does not adequately address what can be appealed, who can put forward an appeal, and the relative weight that Municipal Council decisions will be given in the adjudication of appeals. Similarly, vague terminology – such as "...due consideration" – significantly impacts the predictability of decision making processes of the Board. Even timelines for decision-making are unworkable. Despite the fact that even mildly contentious development proposals require considerable amount of time to compile the information necessary for informed Council decisions, a decision must be rendered within 180 days or face appeal. This is not good planning. This is ineffective and inefficient public planning.

Clearly there does still need to be a degree of flexibility in the decision making processes. It is not the expectation that Official Plans are carved in stone. However, the drivers of community change should be the community itself. Planning legislation – including the OMB Act - should outline in very specific and very limited terms the basis upon which a Municipal Council decision to refuse an amendment to its Official Plan or zoning bylaw can be appealed. Concomitantly, decisions by the OMB when considering appeals of local Council planning decisions should reflect and respect the vision of the communities as defined in their Official Plans.
In closing, we recognize that our communities are dynamic. They continue to grow and evolve over time. But with that evolution comes a very real pressure to manage that growth in a way that is respectful of the unique character of the affected communities.

Through necessary legislative reform and the clarification of the scope of power and authority of all decision making bodies – both elected and appointed - predictable, appropriate decision-making processes can be achieved.

We thank the panelists, our moderator, our sponsors and most of all everyone who participated in this process, for the incredible input and hard work that has been undertaken.

Sincerely,

The Members of the OMB Reform Summit Working Group:

Councillor Tom Mrakas, Chair (Aurora)
Councillor Michael Thompson (Aurora)
Councillor Marianne Meed Ward (Burlington)
Councillor Nicholas Ermeta (Cambridge)
Councillor Frank Sebo (Georgina)
Councillor Cathy Downer (Guelph)
Councillor Yvonne Fernandes (Kitchener)
Councillor Karen Rea (Markham)
Regional Councillor Nirmala Armstrong (Markham)
Councillor Don Hamilton (Markham)
Councillor Christina Bisanz (Newmarket)
Councillor Karen Cilevitz (Richmond Hill)
Councillor David West (Richmond Hill)
Councillor & Deputy Mayor Pat Molloy (Uxbridge)
Councillor Marilyn Iafrate (Vaughan)
Councillor Alan Shefman (Vaughan)
Councillor Mary Ann Grimaldi (Welland)
Councillor Steve Yamada (Whitby)
MEMORANDUM

TO: Mayor Quirk
   Members of Council

FROM: John Espinosa, Town Clerk

SUBJECT: General Information Items

DATE: September 28, 2016

Please notify the Clerk's office if you wish to have any of these items placed on the agenda for discussion:

ii) Metrolinx Board Update concerning the expansion of GO Regional Express Rail program, a service update on the recent schedule change at Union Station and approval on two key Metrolinx documents, the 2015-2020 Sustainability Strategy and the 2016-2017 Business Plan.
The following is provided for Council's information respecting Committee of Adjustment matters currently under consideration.

<table>
<thead>
<tr>
<th>File</th>
<th>Owner</th>
<th>Location</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>A24-16</td>
<td>Shearer Homes Incorporated</td>
<td>6583 Frog Street, Pefferlaw</td>
<td>Under Review; Staff Report available September 28, 2016</td>
</tr>
</tbody>
</table>

Proposal: The owner has submitted an application for a minor variance requesting relief from Sections 6.1 (c) and (e) of Zoning By-law 500, in order to permit construction of a replacement one-storey single family dwelling, having a minimum setback of 5.6 metres from the existing front lot line (whereas a minimum setback of 12.5 metres is required from the existing front lot line, taking into account an additional planned street width of 2.5 metres, per side for Frog Street), and having a minimum setback of 5.6 metres from the rear lot line (whereas a minimum rear yard setback of 12.0 metres is required). The subject property contains a one-storey single family dwelling and a detached garage.

The property is zoned Rural (RU), and is located on the west side of Park Road, and to the south of Frog Street.

<table>
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<tr>
<th>File</th>
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<th>Location</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>A25-16</td>
<td>1084466 Ontario Ltd. C/O A &amp; T Homes</td>
<td>51 Franklin Beach Road, Jackson's Point</td>
<td>Under Review; Staff Report available September 28, 2016</td>
</tr>
</tbody>
</table>

Proposal: The owner has submitted an application for minor variance requesting relief from Sections 5.45 (a) of Zoning By-law 500, in order to permit construction of a proposed deck with steps to have an encroachment of 3.9 metres and 5.2 metres, respectively, in the minimum required front yard abutting Albert Street, resulting in minimum setbacks from the front lot line abutting Albert Street of 3.5 metres for the deck and 2.2 metres for the steps (whereas a maximum encroachment distance of 2 metres is permitted). The subject property contains a one-storey single family dwelling.
The subject property is a through lot on the east of Franklin Beach Road and west of Albert Street, and is zoned Residential (R).

<table>
<thead>
<tr>
<th>File</th>
<th>Owner</th>
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</thead>
<tbody>
<tr>
<td>A26-16</td>
<td>Edith Mary Kozma</td>
<td>482 Duclos Point Road</td>
<td>Under Review; Staff Report available September 28, 2016</td>
</tr>
</tbody>
</table>

**Proposal**

The owner has submitted an application for minor variance requesting relief from Sections 5.12 of Zoning By-law 500, in order to permit the existing fence with a height of 2.55 metres (measured from the base of the fence to its highest point) to remain in its current location, being 0.7 metres away from the south interior side lot line (whereas a maximum fence height of 2.0 metres is permitted). The subject property currently contains a one-storey single family dwelling and two (2) sheds.

The property is zoned Residential (R) and is located on the west side of Duclos Point Road.

<table>
<thead>
<tr>
<th>File</th>
<th>Owner</th>
<th>Location</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>A27-16</td>
<td>Catia Marogy</td>
<td>58 The Queensway North</td>
<td>Under Review; Staff Report available September 28, 2016</td>
</tr>
</tbody>
</table>

**Proposal**

The owner has submitted an application for minor variance requesting relief from Sections 5.1 (f), of Zoning By-law 500, in order to permit construction of a proposed detached storage shed/garage, having a maximum height of 6.6 metres to the peak and 4.0 metres to the eaves, measured from average finished grade (whereas a maximum height of 4.5 metres to the peak and 3.0 metres to the eaves, measured from average finished grade is permitted). The subject property contains a two-storey single family dwelling and a shed.

The property is zoned Residential (R), and is located on south of Old Homestead Road, and to the west side of The Queensway North.

Should Council wish to obtain further information, please contact Mamata Baykar, Secretary-Treasurer to the Committee of Adjustment.
DATE: September 16, 2016

TO: Carolyn Lance, Council Services Coordinator

CC: Harold Lelters, Director, Development Services Dept.
Velvet Ross, Manager of Planning
Ingrid Fung, Junior Planner

FROM: Mamata Baykar, Secretary-Treasurer, Committee of Adjustment

RE: Committee of Adjustment – September 19, 2016 Meeting - STAFF RECOMMENDATIONS

The following is provided for Council's information respecting Committee of Adjustment matters currently under consideration.

<table>
<thead>
<tr>
<th>File</th>
<th>Owner</th>
<th>Location</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>A21-16</td>
<td>Sarah &amp; David Mitchell</td>
<td>1540 Metro Road North, Willow Beach</td>
<td>Agenda released; Staff support application.</td>
</tr>
</tbody>
</table>

Proposal
The owners have submitted an application for minor variance requesting relief from Section 5.45 (a), of Zoning By-law 500, in order to permit the west portion of a rear yard deck to be converted to an unenclosed porch (roof but no walls) including stairs, having a minimum setback of 7.4 metres from the rear lot line, (whereas 10.0 metres is required). The subject property contains a one-storey single family dwelling with attached garage. The property is zoned Residential (R), and is located on the east side of Willow Beach, and to the north of Metro Road North.

Staff Recommendation: Staff support application for requested variance subject to the imposition of a suggested term of approval, indicating that the eaves trough for the roof of the unenclosed rear porch shall connect to the existing eaves trough system and drain into the front of the lot.

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<thead>
<tr>
<th>File</th>
<th>Owner</th>
<th>Location</th>
<th>Status</th>
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<tbody>
<tr>
<td>A22-16</td>
<td>Tim Danbrook</td>
<td>1545 Metro Road North</td>
<td>Agenda released; Staff support application.</td>
</tr>
</tbody>
</table>

Proposal
The owner has submitted an application for minor variance requesting relief from Sections 6.1 (d) and (f) of Zoning By-law 500, in order to permit the construction of a front porch, having a minimum setback of 7.14 metres from the existing exterior side lot line (whereas a minimum setback of 12.0 metres is required from the existing exterior side lot line, taking into account an additional planned street width of 5.0 metres, per side for Metro road North), and having a minimum setback of 0.7 metres from the interior side lot line (whereas a minimum interior side yard setback...
of 1.2 metres is required). The subject property contains a one-storey single family dwelling. The property is zoned Residential (R), and is located on the east side of Willow Beach, and to the south of Metro Road North.

**Staff Recommendation:** Staff support application for requested variance subject to the imposition of a suggested term of approval, indicating that the yard encroachment permissions pursuant to Section 5.45 (a) of the Zoning By-law No. 500, typically applicable to future balconies, unenclosed porches/steps, and decks in the exterior side yard, would not be applicable to the requested exterior side yard setback of the property.

<table>
<thead>
<tr>
<th>File</th>
<th>Owner</th>
<th>Location</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>A23-16</td>
<td>Mary &amp; Jose De Oliveira</td>
<td>943 Lake Drive North</td>
<td>Agenda released; Staff support application.</td>
</tr>
</tbody>
</table>

**Proposal**

The owners have submitted an application for minor variance requesting relief from Sections 6.1 (d) of Zoning By-law 500, in order to permit construction of an attached front deck to the existing 2-storey dwelling, having a minimum setback of 0.5 metres from the existing exterior side lot line (whereas a minimum setback of 9.38 metres is required from the existing exterior side lot line, taking into account an additional planned street width of 2.38 metres, per side for Charles Crescent). The subject property contains a two-storey single family dwelling with attached garage. The property is zoned Residential (R) and is located on west of Woodbine, south of Lake Drive North, and on east side of Charles Crescent.

**Staff Recommendation:** Staff support application for requested variance subject to the imposition of a suggested term of approval, indicating that the yard encroachment permissions pursuant to Section 5.45 (a) of the Zoning By-law No. 500 shall not further apply to the subject deck.

Should Council wish to obtain further information, please contact Mamata Baykar, Secretary-Treasurer to the Committee of Adjustment.

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*Mamata Baykar, Secretary-Treasurer, Committee of Adjustment; ext. 2267*
THE CORPORATION OF THE TOWN OF GEORGINA
IN THE
REGIONAL MUNICIPALITY OF YORK

BY-LAW NUMBER 2016-0094 (PWO-2)

BEING A BY-LAW TO RESCIND BY-LAWS 87-158 (PWO-2) AND 87-159 (CON-2) IN THEIR ENTIRETY

WHEREAS pursuant to the provisions of The Municipal Act, 2001, S.O. 2001, c.25, a municipality may enact by-laws governing highways; and

WHEREAS, on August 13, 1987, the Town of Georgina adopted a by-law granting an encroachment to the owners, in trust, of property now known as 335 Old Homestead Road; and

WHEREAS, the owners of the property and the Town of Georgina now desire for the Agreement registered on title to be removed.

NOW THEREFORE, the Council of the Town of Georgina, in the Regional Municipality of York, hereby enacts as follows:

1. By-laws No. 87-158 (PWO-2) and 87-159 (CON-2) are hereby repealed in their entirety.

2. That this By-law be registered on title to the property now designated as 335 Old Homestead Road.

3. That the Mayor and Town Clerk be authorized to execute the necessary documents to give effect to this By-law.

READ and enacted this 28th day of September, 2016

Margaret Quirk, Mayor

John Espinosa, Town Clerk
CORPORATION OF THE TOWN OF GEORGINA
IN THE
REGIONAL MUNICIPALITY OF YORK

BY-LAW NO. 2016-0095 (LA-3)

BEING A BY-LAW TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF GEORGINA AND HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF FISHERIES AND OCEANS CANADA, SMALL CRAFT HARBOURS BRANCH

WHEREAS the Corporation of the Town of Georgina wishes to assume ownership of the Mossington Wharf (also referred to as the Harbour at Black River) from Fisheries and Oceans Canada, Small Craft Harbours Branch;

AND WHEREAS the Corporation of the Town of Georgina agrees to continue to operate and maintain the harbor for its current purpose.

AND WHEREAS the Minister and the Corporation wish to enter into this Agreement to facilitate a grant payment to the Corporation upon transfer of title of the Harbour to the Corporation;

BE IT THEREFORE ENACTED BY THE COUNCIL OF THE TOWN OF GEORGINA that the Mayor and Clerk are hereby authorized to execute the necessary documents to enter into an Agreement with Her Majesty The Queen In Right Of Canada as represented by the Minister of Fisheries and Oceans Canada, for ownership of Mossington Wharf (also identified as the Harbour at Black River).

READ and enacted this 28th day of September, 2016.

Margaret Quirk, Mayor

John Espinosa, Town Clerk
CORPORATION OF THE TOWN OF GEORGINA
IN THE
REGIONAL MUNICIPALITY OF YORK

BY-LAW NO. 2016-0096 (COU-2)

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS
OF THE COUNCIL MEETING HELD ON THE 28TH DAY
OF SEPTEMBER, 2016

WHEREAS under subsection 5(3) of the Municipal Act, S.O. 2001, c. 25,
as amended, the powers of a council of a municipal corporation shall be
exercised by by-law;

AND WHEREAS it is deemed expedient that the proceedings of the
Council of the Corporation of the Town of Georgina at its meeting held on the
28th day of September, 2016 be confirmed and adopted by by-law.

NOW THEREFORE, the Council of the Town of Georgina, in the
Regional Municipality of York, hereby enacts as follows:

1. The proceedings and actions of Council as contained in the Reports and
Additional Business referred to in Schedule ‘A’ at the end of this by-law
are adopted and confirmed as if each proceeding and action were
expressly adopted and confirmed by by-law. As if all such proceedings
were expressly embodied in this by-law.

2. Subject to section 3, the Mayor, any other appropriate member of
Council and the proper Town officials be authorized and directed to
undertake all actions necessary to give effect to the proceedings and
directions of Council referred to in section 1.

3. Where a proceeding or action requires an additional approval to that of
Council before a particular action can be done in order to give full effect
to it, the Mayor, any other appropriate member of Council and the proper
Town officials before taking the particular action under the authorization
of section 2, shall seek and obtain the necessary additional approval and
are authorized to do so.

4. A document required to be signed on behalf of the Town shall be signed
by the Mayor or Deputy Mayor, Town Clerk or Deputy Clerk.
5. A Member of Council, whose name is set out in Column 1 of Schedule ‘B’, Conflict of Interest, at the end of this by-law, has declared an interest with respect to any item in Column 2 set out opposite the member's name, and the Member has declared an interest in this confirmatory by-law as it relates to the confirmation of the proceedings and actions on the item.

6. This by-law shall be signed by the Mayor and Clerk, affixed with the seal of the Corporation and engrossed in the By-law book.

READ and enacted this 28th day of September, 2016.

Margaret Quirk, Mayor

John Espinosa, Town Clerk
Schedule 'A' to By-law No. 2016-0096 (COU-2)

MINUTES

Council Meeting of September 28, 2016.
Schedule 'B' to By-law No. 2016-0096 (COU-2)

CONFLICTS OF INTEREST

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