



Severn Sound

Environmental Association

LETTER OF AGREEMENT TO CREATE A JOINT MUNICIPAL SERVICE BOARD

March 26, 2009



Corporation of the Town of Midland



Corporation of the Town of Penetanguishene



Corporation of the Township of Tiny



Corporation of the Township of Tay



Corporation of the Township of Oro-Medonte



Corporation of the Township of Severn



.....Corporation of the Township of Georgian Bay



Corporation of the Township of Springwater

**LETTER OF AGREEMENT TO CREATE A
JOINT MUNICIPAL SERVICE BOARD**

THIS AGREEMENT made this 26th day of March, 2009,

BETWEEN:

THE CORPORATION OF THE TOWN OF MIDLAND
(Hereinafter called "Midland")
OF THE FIRST PART,

THE CORPORATION OF THE TOWN OF PENETANGUISHENE
(Hereinafter called "Penetanguishene")
OF THE SECOND PART,

THE CORPORATION OF THE TOWNSHIP OF TAY
(Hereinafter called "Tay")
OF THE THIRD PART,

THE CORPORATION OF THE TOWNSHIP OF TINY
(Hereinafter called "Tiny")
OF THE FOURTH PART,

THE CORPORATION OF THE TOWNSHIP OF ORO-MEDONTE
(Hereinafter called "Oro-Medonte")
OF THE FIFTH PART,

THE CORPORATION OF THE TOWNSHIP OF SEVERN
(Hereinafter called "Severn")
OF THE SIXTH PART,

THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BAY
(Hereinafter called "Georgian Bay")
OF THE SEVENTH PART,

THE CORPORATION OF THE TOWNSHIP OF SPRINGWATER
(Hereinafter called "Springwater")
OF THE EIGHTH PART,

THE CORPORATION OF THE CITY OF ORILLIA
(Hereinafter called "Orillia")
~~OF THE NINTH PART,~~

Amended Jan 18/16, withdrew from agreement effective Dec 31/17

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Table of Amendments

<u>Date</u>	<u>Amendment</u>
January 18, 2016	<p><i>City of Orillia provided written notice to withdraw from SSEA. Motion: THAT staff be directed to provide a written notice to withdraw from the Severn Sound Environmental Association (SSEA) in accordance with section 5.2 of the SSEA Membership Agreement, resulting in an effective termination dated of December 31, 2017; and</i></p> <p><i>THAT the City provide the projected deficit reduction final year contribution as part of the 2018 budget approval.</i></p> <hr/>
January 11, 2018	<p><i>SSEA Board of Directors ratified the following amendments to this agreement RESOLVED THAT: the following sections of the Letter of Agreement between SSEA and member municipalities be amended to reflect the appointment of the Treasurer functions to the Township of Tay as follows: Item: 4.3, 4.6, 4.7</i></p>

- (1) WHEREAS the Parties (collectively the Municipalities and individually the Municipality) have cooperated for several years to address water quality issues existing in areas of the Great Lakes, particularly those water quality issues that existed in the Severn Sound area of Georgian Bay, within a partnership framework known as the Severn Sound Environmental Association (SSEA), governed by an agreement entered into for that purpose;
- (2) AND WHEREAS, following the restoration of the water quality of Severn Sound to an acceptable level, the SSEA developed a long-term sustainability plan intended to provide a vision for the social, economic and environmental health of the communities it serves (the Long-Term Sustainability Plan), which the SSEA continues to implement;
- (3) AND WHEREAS the sustaining of the Severn Sound environment depends on continued coordination of environmental services, including monitoring, consultation and project management through the SSEA;
- (4) AND WHEREAS the provision of these services through the Severn Sound Environmental Association is cost-effective and efficient;
- (5) AND WHEREAS the Municipalities recognize the necessity of working together to restore, protect and sustain a healthy environment in Severn Sound for future generations;
- (6) AND WHEREAS the Province of Ontario has enacted the Clean Water Act, 2006 (CWA) for the purpose of protecting existing and future sources of drinking water in the Province;
- (7) AND WHEREAS the administration of the CWA has been assigned to several source protection regions which are subdivided into source protection areas, each source protection area to be governed by a source protection authority administered by a source protection board;
- (8) AND WHEREAS the SSEA has been recognized as a source protection authority known as the Severn Sound Source Protection Authority for the Severn Sound Source Protection Area, a source protection area within the South Georgian Bay-Lake Simcoe Source Protection Region;
- (9) AND WHEREAS the Towns of Midland and Penetanguishene, the Townships of Tay, Tiny, Oro-Medonte, Severn, Georgian Bay and Springwater, and the City of Orillia are located within the Severn Sound Source Protection Area;
- (10) AND WHEREAS the Municipalities wish to establish a joint municipal service board

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within the meaning of the Municipal Act, 2001, S.O. 2001, c. 25, s.202 (Joint Municipal Service Board) in accordance with the terms of this agreement to continue the coordination of the Long-Term Sustainability Plan for Severn Sound and to assume the responsibilities assigned to the Severn Sound Protection Authority pursuant to the CWA, Regulation 284/07 and such other duties and responsibilities that may be assigned to the SSEA by the Municipalities from time-to-time;

- (11) AND WHEREAS the Municipalities agree to pass by-laws for entering into this agreement at their joint expense and for their joint benefit within their jurisdiction as provided by the Municipal Act, 2001, s.20;
- (12) AND WHEREAS the SSEA has developed a strategic plan (the Strategic Plan), a copy of which is attached as Schedule “A” to this agreement, as a guide to the mission and priorities for the SSEA going forward, the tenor of which is intended to guide the SSEA as it continues to respond to the environmental issues and concerns that are common to the Municipalities;
- (13) AND WHEREAS the SSEA has produced a business plan (the Business Plan), a copy of which is attached as Schedule “B” to this agreement, which is intended to provide an estimate of the cost of the operation of the SSEA and the proportion of the cost to be paid by each of the Municipalities (Funding Formula), it being understood that the Business Plan will be revised from year-to-year and as actual costs become known;
- (14) AND WHEREAS the joint municipal service board contemplated by this agreement is intended to remain in place, subject to any changes in its mandate that the Municipalities deem advisable from time-to-time, so long as the need for the coordination of the Long-Term Sustainability Plan to ensure the environmental health of Severn Sound and/or the responsibilities imposed on the Municipalities pursuant to the CWA endure.

THEREFORE the Municipalities, in consideration of the premises and recognizing the mutual benefits of cooperating on matters of common interest with respect to the Severn Sound area and environmental concerns generally, herein agree to the following:

1.0 Joint Municipal Service Board:

- 1.1 The Municipalities agree to establish by by-law of each of the Municipalities the Joint Municipal Service Board, to be known as the Severn Sound Environmental Association (SSEA), for the purpose of supporting the Municipalities in the management of their environmental activities, to continue to coordinate the Long-Term Sustainability Plan and to assume the duties and responsibilities assigned to the Severn Sound Protection Authority pursuant to the CWA, all generally in accordance with the Strategic Plan and the Business Plan as they may be modified and approved by the Municipalities from time-to-time.

- 1.2 The SSEA shall act as the Severn Sound Source Protection Authority Board within the meaning of the CWA.

2.0 Composition and Procedures of the Board

- 2.1 The Board shall be comprised of one member to be appointed by and at the pleasure of each of the Municipalities to hold office for the term of the appointment or until a successor has been appointed, provided that substitutions may be made at any time by an appointing Municipality if, in its discretion, it deems it advisable to do so.
- 2.2 The Board shall, by resolution, elect a chairperson (the Chair) and a Vice-chair (the Vice-Chair) annually, from among its members, to serve for a term of one year or until his/her appointment by his/her Municipality ends, whichever occurs first. The Vice-Chair shall act in the place of the Chair when the Chair is absent or for the remainder of the term if the office of the Chair is vacant. Where the office of the Vice-Chair is vacant by reason that he/she has assumed the role of the Chair pursuant to this subsection, the Board shall, by resolution, appoint a new Vice-Chair to hold office for the remainder of the term.
- 2.3 The Board shall meet not less than once every three months and at the call of the Chair in order to properly manage its responsibilities under this agreement.
- 2.4 The Board shall keep minutes of its meetings which shall be circulated in a timely manner to the member and to the Clerk for each Municipality.
- 2.5 A quorum for meetings of the Board shall be a simple majority of the representatives of the Municipalities and each member shall have one vote on issues, provided that an issue on which there is a tie vote shall be deemed to be lost. The Chair shall not have an additional, casting vote in the event of a tie.
- 2.6 Where a quorum is present but the number of members who are disabled from participating in a meeting by reason of a declaration of conflict of interest is such that at that meeting the remaining members are not sufficient to constitute a quorum, then the remaining number of members shall be deemed to constitute a quorum, provided such number is not less than two.
- 2.7 The Board shall make regulations and rules governing the procedures of the SSEA.
- 2.8 The Board shall hire employees, including an executive director (the Executive Director) as the Board considers is reasonably required to meet its duties and responsibilities and generally as projected by the Business Plan.
- 2.9 The Board shall ensure that all Municipalities are properly informed of SSEA activities in a timely manner.

- 2.10 The seat of a member of the Board shall be considered vacant if the member,
- (a) is absent from meetings of the Board for three successive regular meetings without being authorized to do so by resolution of the Board,
 - (b) resigns from his or her office by notice in writing filed with the Executive Director, provided that a resignation is not effective if it would reduce the number of members of the Board to less than a quorum,
 - (c) has his or her office declared vacant in any judicial proceeding,
 - (d) forfeits his or her office under the Municipal Act, 2001 or any other Act, or
 - (e) dies whether before or after accepting his or her office.
- 2.11 Where the seat of a member becomes vacant pursuant to subsection 2.10, the Municipality that appointed such member shall appoint a new member within 30 days of the seat becoming vacant.
- 2.12 The Board shall adopt and maintain policies for the sale or other disposition of land, its hiring of employees and for the procurement of goods and services, provided that the Board may elect to adhere to such policies as adopted and maintained by the Town of Midland in satisfaction of this requirement.
- 2.13 The Board shall implement the Strategic Plan and the Business Plan as they may be amended or modified by the SSEA and approved by the Municipalities from time-to-time.
- 2.14 Board members shall serve without remuneration from the SSEA.

3.0 The Executive Director

- 3.1 The Executive Director shall:
- 3.1.1 be the Secretary to the SSEA;
 - 3.1.2 prepare an annual budget of anticipated revenues and expenditures for the ensuing calendar year, together with budget projections for the following four years and recommendations for revisions to the Business Plan that the SSEA may consider appropriate, on or before October 1 of each year for approval by the Board;
 - 3.1.3 upon approval of the budget each year by the Board, submit the budget, budget projections and recommendations of the Board to the Clerk of each Municipality

showing each Municipality's budget share in accordance with the funding formula set out in Schedule "A", Table 2 for inclusion in municipal budget deliberations for the ensuing year;

- 3.1.4 prepare an annual report outlining progress against the objectives of the Business Plan and the Strategic Plan by June 30 of each and every year;
- 3.1.5 provide progress updates to the Clerk of each Municipality quarterly;
- 3.1.6 provide briefing notes to any of the Municipalities on an as-required basis on matters within the scope of the duties and responsibilities of the SSEA;
- 3.1.7 have the authority to recruit and discipline staff and to manage staff, coordinate efforts of the Municipalities and other agencies and to retain the services of consultants, contractors and experts in order to meet the objectives of the Business Plan and the Strategic Plan;
- 3.1.8 ensure public involvement is maintained as an integral part of the operation of the SSEA; and
- 3.1.9 speak at meetings or in public on behalf of the SSEA as directed by the SSEA.

4.0 Administration

- 4.1 The Municipalities agree that all projects and activities undertaken will continue to be guided by the Business Plan and principles of cost-effectiveness.
- 4.2 Each Municipality agrees to pay its share of the annual budget of the SSEA in accordance with the Funding Formula for each year as approved by the SSEA Board.
- 4.3 ~~Midland shall act as treasurer for the SSEA (the Treasurer), with that Municipality's approval.~~ That the Municipalities shall approve the Treasurer (to be confirmed annually) who shall act on behalf of SSEA and shall have the authority to receive and disburse funds on behalf of the SSEA and shall maintain adequate documentation and records of revenues and expenditures of the SSEA in accordance with accepted municipal financial accounting practices. *Amended Jan. 11/18*
- 4.4 The Board is a body corporate and is authorized to enter into contracts, to bring all applications and to take all actions required to give effect to the terms of this agreement.
- 4.5 The SSEA's fiscal year will be the calendar year, January 1 to December 31 of each year.
- 4.6 All contracting activities will be conducted in an open and fair manner in accordance with the standards currently employed by the ~~Town of Midland~~ Treasurer. *Amended Jan 11/18*

4.7 Under section 149.1(1) of the Income Tax Act, any recognized municipality in Canada is a “qualified donee” and, as such, can issue official donation receipts for gifts received. ~~The Town of Midland--~~ The Treasurer may issue official donation receipts for donated funds designated in support of the works of the SSEA. *Amended Jan. 11/18*

4.8 This Agreement shall be in effect from the date that it has been approved by by-law of all of the Municipalities and shall continue in force until terminated by the Municipalities pursuant to subsection 5.1 or, with respect to individual Municipalities, until a Municipality has withdrawn in accordance with subsection 5.2.

5.0 Term

5.1 The Municipalities intend that the term of this Agreement shall continue so long as the mutual need for the coordination of the Long-Term Sustainability Plan and/or the responsibilities imposed on the Municipalities pursuant to the CWA endure, provided that this agreement may be terminated if a two-thirds majority of the Municipalities so determine by by-law of their respective councils.

5.2 Any Municipality to this Agreement may withdraw from the SSEA upon written notice to the SSEA. Any such notice given on or before October 1 of a given year shall take effect no earlier than December 31 of the calendar year following the year in which the notice was given. Any such notice given after October 1 of a calendar year will not take effect until December 31 of the second year following the year in which the notice was given. All financial obligations for the withdrawing Municipality will continue to the effective date of the notice.


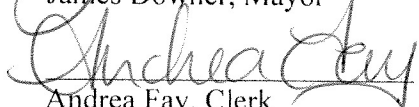
6.0 Matters not Specifically Addressed in this Agreement

6.1 It is recognized by the Municipalities that issues may arise that have not been contemplated in the negotiation and preparation of this Agreement. In the event that any such issue arises, the Municipalities are resolved that a common solution shall be pursued and the tenor of this Section shall always apply.

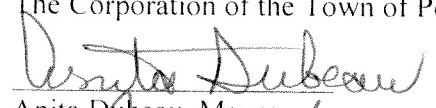
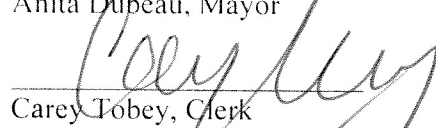
7.0 Endorsement:

- 7.1 We the undersigned hereby agree to the terms of this Agreement including Schedule "A" and Schedule "B".

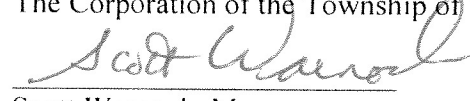
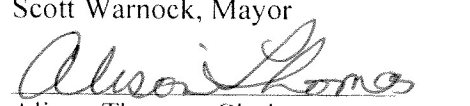
The Corporation of the Town of Midland


James Downer, Mayor

Andrea Fay, Clerk
Town of Midland
575 Dominion Ave.
Midland, ON. L4R

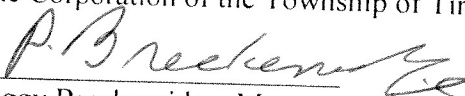
The Corporation of the Town of Penetanguishene

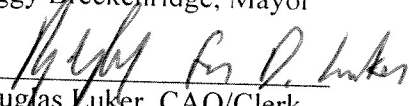

Anita Dubeau, Mayor

Carey Tobey, Clerk
Town of Penetanguishene
10 Robert St./W.
Penetanguishene, ON. L9M 2G2

The Corporation of the Township of Tay



Scott Warnock, Mayor

Alison Thomas, Clerk
Township of Tay
P.O. Box 100
Victoria Harbour, ON. L0K 2A0


The Corporation of the Township of Tiny


Peggy Breckenridge, Mayor


Douglas Luker, CAO/Clerk
Township of Tiny, R.R.#1
Perkinsfield, ON. L0L 2J0

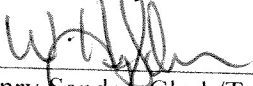
The Corporation of the Township of Oro-Medonte


Harry Hughes, Mayor


Douglas Irwin, Clerk
Township of Oro-Medonte
P.O. Box 100
Oro, ON. L0L 2X0


The Corporation of the Township of Severn


Phil Sled, Mayor

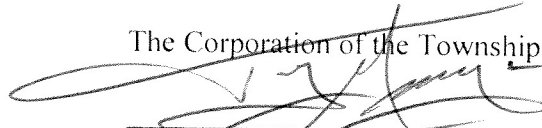

Henry Sander, Clerk/Treasurer
Township of Severn
P.O.Box 159
Orillia, ON. L3V 6J3

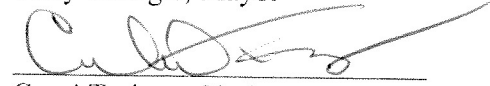
The Corporation of the Township of Georgian Bay


Jim Walden, Mayor

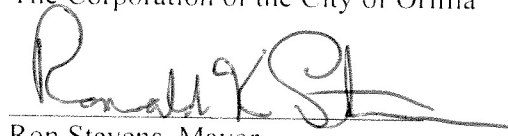

Susan Boonstra, Clerk
Township of Georgian Bay
R.R.#1 Port Severn, ON. L0K 1S0


The Corporation of the Township of Springwater


Tony Guergis, Mayor


Carol Trainor, Clerk
Township of Springwater
Simcoe County Administration Centre
Midhurst, ON L0L 1X0

The Corporation of the City of Orillia


Ron Stevens, Mayor


Gayle Jackson, Acting Clerk
City of Orillia
50 Andrew St.S, Suite 300
Orillia, ON L3V 7T5