Please Note: Cellular phones/pagers must be switched to the non-audible function during this meeting.

Agenda
Municipality of West Grey Committee of the Whole
To be Held on Tuesday, August 27, 2019 at 9:00 a.m.
At the Council Chambers – West Grey Municipal Office

1. Call to Order 9:00 a.m.
2. Declarations of Pecuniary Interest
3. Closed Session - None

REGULAR AGENDA: 9:00 a.m.
4. Matters Arising from the Closed Session
5. Public Meetings - None
6. Delegations - None
7. Business Arising From Previous Meeting
8. Staff Reports 9:05 a.m.
   Chief Building Official – Report COW #08/27/19 (attachment)
   Director of Infrastructure and Public Works – Report COW #08/27/19 (attachment)
   Director of Finance/Treasurer – Report COW #08/27/19 (attachment)
   Clerk – Report COW #08/27/19 (attachment)
   CAO/Deputy Clerk – Report COW #08/27/19 (attachment)
9. New Business 2:00 p.m.
   ➢ Major Conferences – Council update (maximum three minutes/Council member)
10. Adjournment 2:15 p.m.

*Please Note: all times are approximate, and are subject to change.
RECOMMENDATION
THAT Municipality of West Grey enters into a 5-year agreement with Evolta Software Inc.

BACKGROUND
CBO-07-30-19 Building Software Report was presented to the Committee of the Whole on July 30, 2019. The resolution from that meeting is below:

Councillor Hergert-Councillor Townsend, Be it resolved that, the Committee of the Whole hereby recommends Council approves entering into a 5-year Agreement with Evolta Software Inc., for the provision of Building Department software, with terms including an installation price of $2,500 and yearly licence fee of $18,600. #COW 40-19 Carried.

Bylaw 58-2019 A By-law to enter into a Service Agreement between the Municipality of West Grey and Evolta Software Inc. – resolution #450-19, #451-19 was part of the August 6, 2019 Council agenda. After discussion at that meeting it was requested that a review of the proposed Agreement be completed by the municipal solicitor.

The municipal solicitor, Jennifer Schwass, reviewed the agreement and provided recommendations to Evolta. Evolta made the requested revisions to the agreement and the revised agreement was sent to Ms. Schwass for final review. Ms. Schwass completed her review and is satisfied with the revised Service Agreement.

Respectfully submitted:

Karl Schipprack
Chief Building Official
Service Agreement

by and between

Evolta Software Inc.

and

the The Corporation of The Municipality of West Grey

August 27, 2019 (the “Effective Date”)
1. DEFINITIONS .............................................................................................................. 3
2. SCOPE OF SERVICE AGREEMENT ......................................................................... 4
3. SERVICES .................................................................................................................. 4
4. START OF SERVICES ............................................................................................... 5
5. SERVICE FEE AND PAYMENT TERMS .................................................................... 5
6. TAXES ..................................................................................................................... 6
7. QUALITY AND SECURITY .......................................................................................... 6
8. CO-OPERATION AND REPORTING .......................................................................... 7
9. DEVELOPMENT AND MAINTENANCE OF THE SERVICE ...................................... 7
10. DATA PRIVACY AND PROTECTION ....................................................................... 8
11. IDENTIFIERS AND THEIR USE .............................................................................. 8
12. PREMISES ............................................................................................................... 8
13. SUBCONTRACTORS .................................................................................................. 9
14. WARRANTIES ........................................................................................................... 9
15. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS ...................................... 9
16. CLIENT DATA ......................................................................................................... 10
17. INDEMNITY ........................................................................................................... 10
18. LIMITATION OF LIABILITY ..................................................................................... 11
19. CONFIDENTIALITY .................................................................................................. 11
20. TERM OF THE SERVICE AGREEMENT .................................................................. 13
21. TERMINATION ......................................................................................................... 13
22. FORCE MAJEURE .................................................................................................... 14
23. NOTICES ................................................................................................................. 14
24. ASSIGNMENT .......................................................................................................... 14
25. WRITTEN FORM ..................................................................................................... 14
26. SEVERABILITY ......................................................................................................... 15
27. APPLICABLE LAW AND DISPUTES ..................................................................... 15
28. CONTINUING TO PERFORM .................................................................................. 15
29. ENTIRE AGREEMENT .............................................................................................. 15
30. RELATIONSHIP ....................................................................................................... 15
31. SURVIVAL ................................................................................................................. 16
32. EXECUTION ............................................................................................................... 16
33. REMEDIES AND WAIVERS .................................................................................... 16
34. APPENDICES AND ORDER OF PRIORITY ............................................................... 16
THIS SERVICE AGREEMENT is made by and between

1) EVOLTA SOFTWARE INC. with registered office at 40 King Street West, Suite 5800, Toronto Ontario, Canada M5H 3S1, (Business ID 002651543) (“Evolta”); and

2) The Corporation of The Municipality of West Grey with registered office at 402813 Grey Rd 4, RR2, Durham, ON N0G 1R0 (the "Client").

IT IS AGREED as follows:

1. DEFINITIONS

1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Service Agreement" means this Service Agreement for ongoing services and its Appendices, as well as any other documentation expressly incorporated by reference, and shall further include any amendments or addenda that may subsequently be agreed upon between the Parties in writing.

"Appendix" means a document attached to this Agreement.

"Confidential Information” means any information made available by one Party to the other, in any form or medium, that is proprietary or confidential to a Party or its affiliates, or their respective customer, suppliers, or other business partners, including, without limitation, all documentation, products, tools, materials, inventions, discoveries, works of authorship, programs, derivative works, information, designs, know-how, trade secrets, configurations, technical information, data, ideas, methods, processes, schematics and business plans, whether or not specifically identified as confidential, or any ‘record’ or ‘personal information’ as defined by the the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 (“MFIPPA”).

"Force Majeure Event" means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including war, act of foreign enemies, hostilities (regardless of whether war is declared), terrorist activities, strikes, lockouts, interruption or failure of electricity, and Acts of God (including fire, flood, earthquake, hurricane, or other natural disaster), but not including insolvency or lack of funds.

"Information" means technical, financial and commercial information and data relating to a Party's or its affiliate's respective businesses, finances,
planning, facilities, products, techniques and processes and shall include, but is not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, financial or commercial information and intellectual properties, whether in tangible or in intangible form.

"Intellectual Property Rights” or “IPR” means patents, petty patents, utility models, design patents, designs (whether or not capable of registration), chip topography rights, database rights and other like protection, copyrights, trademarks, trade names, trade dresses, trade secrets and/or any other industrial and/or intellectual property rights, and applications, divisions, continuations, renewals, re-exams and reissues thereof.

"Party" and "Parties" means Evolta and/or Client.

“Project Commencement Date” shall have the meaning set forth in clause 4.

"Service(s)" means any work, services and tasks performed or to be performed by Evolta for and to Client under this Service Agreement.

“Service Commencement Date” shall have the meaning set forth in clause 4.

"Service Fee" means the total and aggregate price payable by Client to Evolta for the Services and any results thereof under this Service Agreement.

2. SCOPE OF SERVICE AGREEMENT

The scope of this Service Agreement is to specify the conditions under which the Client will purchase from Evolta and Evolta will perform to the Client certain work and services relating to Evolta Permit Collaboration Service as set out herein.

3. SERVICES

3.1 The Services are described in the Service Description attached as Appendix A.

3.2 Evolta shall perform the Services in accordance with this Service Agreement.

3.3 The Client shall use the Service in accordance with this Service Agreement. The Client is not entitled to resell or in any other way distribute the Service to third parties without the written consent of Evolta.

3.4 The Client shall promptly provide all necessary information and guidelines to Evolta for providing the Service. The Customer ensures that the information and guidelines it provides are correct.

3.5 The Client is obligated to acquire and maintain an internet connection at its own cost to access the Service.

Evolta Software Inc.
Suite 5800 40 King St. W
Toronto, ON, M5H3S1
CANADA
3.6 The Service is available for the users 24 hours a day, 7 days a week. Evolta shall provide service support to the users of the Client from 8:30 a.m. to 4:30 p.m. local Canadian time from Monday to Friday excluding Canadian public holidays. The Service is monitored 24 hours a day, 7 days a week by Evolta.

4. **START OF SERVICES**

4.1 The Project Commencement Date is which date the Evolta and the Client will begin implementing the Service. The agreed Project Commencement Date is **August 27, 2019**.

4.2 The agreed Service Commencement Date is which date the Services shall be available and functional and meet all agreed requirements.

4.3 The project plan for the implementation and start-up of the Service will be agreed upon within five (5) business days of the Project Commencement Date.

4.4 Evolta shall provide the Client with necessary instructions in order for the Client to start using the Service.

4.5 The Client shall notify Evolta within thirty (30) days from the Service Commencement Date of any non-conformities in the Service. If the Client has not made any such notice, the Service is deemed to be accepted.

4.6 Evolta shall, as soon as it becomes aware of any delay or risk of delay with respect to the start of the Service, notify Client thereof in writing stating the reason for the delay and the effect of the delay on the time schedule.

5. **SERVICE FEE AND PAYMENT TERMS**

5.1 In consideration of Evolta's performance of its obligations under this Service Agreement, the Client shall pay the Service Fee agreed in Appendix B.

5.2 They Client agrees to pay a one-time implementation fee of **$2,500.00** payable within fifteen (15) business days of the commencement date.

5.3 The Service Agreement is for a term of five (5) years. The Client shall pay the agreed Service Fee, annually, in accordance with payment terms agreed in Appendix B.

5.4 The Client shall pay fifty percent (50%) of the Year 1 Service Fee upon contract signature. The Client Shall pay the balance of the Year 1 Service Fee following the Service Commencement Date outlined in clause 4.2 and in accordance with payment terms outlined in clause 5.5.

5.5 The Service Fee for subsequent years of the Service Agreement will be invoiced to the Client on the anniversary of the Service Commencement Date.
5.6 Payment term is fifteen (15) business days from the invoice date. The Service for the upcoming year is invoiced in advance in the beginning of the year in question.

5.7 Any sum not paid by Client when due will bear interest from the due date until paid at a rate of: (i) 1.5% per month or (ii) the maximum rate permitted by law, whichever is less, compounded monthly not in advance.

5.8 Payments shall be sent to the following address:

Evolta Software Inc.
Suite 5800 40 King St. W
Toronto, ON, M5H3S1
CANADA

6. TAXES

6.1 All amounts payable are gross amounts but exclusive of any value added tax (VAT), excise tax, use tax, sales tax (HST) or turnover tax (collectively, “Sales Taxes”). Evolta shall not add any VAT, use tax, sales tax (HST), turnover tax or similar tax to the prices. If, however, Evolta is upon requirement of an applicable tax authority obliged to charge any of the aforementioned tax to the Client under applicable tax legislation, Evolta shall inform the Client of the legal reasoning for adding such tax to the agreed price and shall provide the Client with tax and invoice and other adequate documentation entitling the Client to reclaim or refund such tax where a reclaim or refund mechanism is in place. In that case Evolta may charge Sales Taxes on all amounts payable hereunder. The Client shall pay all such Sales Taxes in a timely manner.

6.2 Evolta shall be entitled to withhold from payments any applicable withholding taxes.

6.3 Each Party shall pay and be solely liable for all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of the Service Agreement and any payments made thereunder (including those required to be withheld or deducted from payments) and shall furnish evidence of such paid taxes as is sufficient to enable the other Party to obtain any credits available to it.

6.4 Each Party shall comply with all applicable tax legislation.

7. QUALITY AND SECURITY

7.1 Evolta shall continuously monitor and measure the performance of the Service and use its reasonable efforts to improve the quality and performance of the Service.

7.2 Evolta shall in its performance of the Service take all appropriate precautions to prevent loss and alteration of any data or programs, to prevent introduction of
malware to Client systems, and to prevent improper access to Client’s environment and information of Client.

7.3 In case of a non-conformity, Evolta is entitled to correct the non-conformity in the Service. The Client shall notify Evolta immediately of possible non-conformities.

7.4 The Parties shall comply with all applicable legislation and regulations relating to health, safety and the environment. The Parties also agree to be committed to ethical conduct and respect of human rights in the spirit of internationally recognized social and ethical principles and standards.

8. CO-OPERATION AND REPORTING

8.1 Each Party shall appoint a representative to act as the respective Party’s representative with respect the Service provided under this Service Agreement. The representative will act as the principal point of contact for the other Party.

8.2 The Parties’ representative shall meet regularly in order to discuss and review their collaboration under this Service Agreement, including but not limited to analyzing Evolta’s performance, results achieved and potential development of the Service. The representatives are not entitled to decide any substantial changes to the scope of the Service that would affect the agreed Service Fee or time schedule of the Services.

8.3 Evolta shall, as part of the Service, provide Client with reports relating to the Service provided.

9. DEVELOPMENT AND MAINTENANCE OF THE SERVICE

9.1 Evolta shall be entitled to make minor changes to the Service, such that the service provided to the client is not affected in a material manner.

9.2 If Evolta makes a change to the Service as specified above, which has a material effect on the Service delivered to the Client, Evolta shall inform the Client of the change in advance or, if this is not reasonably possible, without delay after Evolta has become aware of such matter.

9.3 Evolta shall be entitled to make a change to the Service other than specified above after informing the Client in a reasonable time in advance. If the change has a material effect on the contents of the Service, Evolta must inform the Client about the change in writing at least 30 days before the effective date of the change and the Client has the right to terminate the contract and have any monies paid to Evolta, in advance past the effective date of the change, reimbursed forthwith.

9.4 Evolta is entitled to interrupt the performing of the Service for maintenance, alteration, repair or installation works, with ten (10) business days written notice of
scheduled maintenance to the Client. The said interruptions are mainly conducted at weekends and in the evenings. Evolta shall ensure that the harm for the intended interruptions is minimal. Evolta must inform the Client about the intended works in advance.

10. DATA PRIVACY AND PROTECTION

10.1 The Parties shall comply with all applicable privacy and data protection regulations in force during the validity of this Service Agreement and to ensure that the Service complies with the requirements of such laws and regulations as well.

10.2 Evolta shall take all reasonable measures to ensure that personal data held in connection with the Service Agreement is protected against loss, and against unauthorised access, use, modification, disclosure or other misuse. Neither Party is responsible for the data security of the general communications network or any disturbance in the general communications network.

10.3 Evolta is entitled to interrupt the providing of the Service in case a severe data security threat is detected. Evolta shall inform the Client of such interruption and its cause and estimated duration immediately. Evolta shall try to mitigate the harm caused to the Client in case of any interruption.

11. IDENTIFIERS AND THEIR USE

11.1 Evolta shall deliver to the Client identifiers necessary for the use of the Service in accordance with the Agreement.

11.2 The Client shall be responsible for ensuring that its users maintain identifiers diligently and do not disclose them to third parties. The Client shall be responsible for the use of the Service using the Client’s identifiers.

11.3 The Client undertakes to notify Evolta without delay if an identifier has been disclosed to a third party or if the Client suspects that an identifier is being misused. The Client’s responsibility for the use of the Service with its identifiers expires at the moment Evolta receives the Client’s notification or when Evolta otherwise becomes aware of the misuse.

11.4 Upon written request by Evolta, the Client is obliged to change the identifier required for using the Service if this is necessary, for example, due to severe data security risk related to the Service.

12. PREMISES

12.1 The premises, in which the Services are provided, need to be safe and secured appropriately so that outsiders do not have access to the premises.

12.2 Servers and all data regarding the Service will be located in a data center in Canada and back up files in digital cloud storage.
13. **SUBCONTRACTORS**

13.1 Evolta is entitled to use subcontracts when performing its services, provided that Evolta shall ensure that its subcontractors comply with the requirements set out for Evolta in this Service Agreement.

14. **WARRANTIES**

14.1 Evolta warrants that it has all rights to provide the Service, to grant the Client access to the Service, and the Service does not violate any laws or regulations.

14.2 Evolta warrants that the Service shall be performed substantially as set forth herein, for the term of this Service Agreement. Evolta undertakes to use commercially reasonable efforts to make corrections to the Service at no additional charge to the Client should Evolta become aware of an interruption in Service or a flaw in the Service provided. In the event that Evolta is unable to make corrections to or provide a workaround for the Service after using its commercially reasonable efforts to do so, the Client shall be entitled to immediately terminate the affected Services for the then remaining term, and shall be entitled to reimbursement for any monies paid in advance for the Service which cover the time period after the interruption of the Service. This section does not preclude the Client from seeking additional costs or damages to which it may be entitled by law, including damages for lost time, delay, and other associated costs. Evolta's obligations hereunder for breach of warranty are conditioned upon the Client notifying Evolta of the material breach in writing, and providing Evolta with sufficient documentation of such non-conformity to enable Evolta to reproduce and/or verify same.

14.3 The Client warrants that its representatives are entitled to order the Service on the terms and conditions set out in this Service Agreement.

14.4 Except as otherwise expressly stated in this Service Agreement, there are no express or implied warranties or conditions in relation to the Service, including implied warranties or conditions of merchantable quality, fitness for a particular purpose, or non-infringement, or that the Service will meet Client's needs or will be available for use at any particular time or will be error free. Under no circumstances will Evolta be liable for the results of Client use or misuse of the Service, including any use contrary to law.

15. **OWNERSHIP AND INTELLLECTUAL PROPERTY RIGHTS**

15.1 Client acknowledges and agrees that, as between Client and Evolta, Evolta owns all worldwide right, title and interest, including intellectual property and other proprietary rights, including without limitation patents, industrial, intangible, designs, trademarks, copyright, moral, trade secret, confidential information or other Intellectual Property Rights in or relating to the Service, Evolta Confidential Information or any modification, enhancement, upgrade, update, customization, translation or other derivative work thereof. Client does not acquire any rights, title or ownership interests of any kind whatsoever, express or implied, in any of the
foregoing other than the Service access rights granted herein. Client agrees that nothing in the Service Agreement will adversely affect any rights and recourse to any remedies that Evolta may have relating to the protection of Evolta’s Intellectual Property Rights.

15.2 Ownership and all material rights to the Service and related materials are the property of Evolta, or its third parties.

15.3 In case the Service includes software, which is licensed from third parties, Evolta undertakes that the terms and conditions of the license are adequate to fulfil the requirement of the Service Agreement.

15.4 Procedures and equipment used by Evolta are the property of Evolta, or its third parties. The Client is not permitted to use such procedures or equipment without Evolta’s prior written consent unless such procedures and/or equipment are provided as a part of the Service.

15.5 The provisions of this Clause 15 shall survive termination or expiration of the Service Agreement.

16. **CLIENT DATA**

16.1 The Client’s data is an asset of the Client and will be available for download and transfer at no additional cost and at any time. Evolta has a right to use and access the Client’s data at no additional cost, but only for the performance of the service and nothing else. Evolta will provide a mechanism for the Client to download all data, and defined subsets, on demand, into a usable format. Evolta is responsible for maintaining a backup of Client data, for an orderly and timely recovery of such data in the event that services are interrupted, minimally to occur nightly to both on-site and off-site locations. Databases will be backed-up to a secondary database server in near real-time. Evolta will maintain a backup of Client data that is recoverable within 24 hours at any point in time and which will restore the basic system functionality with a full recovery point within 24-48 hours. Backup Client data shall only be destroyed in accordance with this Service Agreement. Evolta will provide the Client with at least thirty (30) days written notice before Evolta purges Client data in accordance with this Service Agreement.

17. **INDEMNITY**

17.1 Each Party (the “Indemnifying Party”) shall defend, indemnify and hold the other Party (the “Indemnified Party”) harmless against any claims, actions, damages, liabilities, losses, costs, suits or expenditures (including but not being limited to reasonable attorney’s fees and costs) incurred by the Indemnified Party as a result of the negligent or intentional acts by the Indemnifying Party or its employees or agents while performing its obligations pursuant to this Service Agreement that result in death, bodily injury or personal injury, or any infringement or alleged infringement of intellectual property rights of a third party relating to or arising from
the Service. This indemnification obligation is contingent upon the Indemnified Party’s providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and the sole authority to defend or settled such claim. Both Parties shall assist each other in settling any claims from third parties, including but not limited by ceasing services in part or in whole.

18. **LIMITATION OF LIABILITY**

18.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFIT, BUSINESS, REVENUE OR GOODWILL, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, AGGRAVATED OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE SERVICE, WHETHER OR NOT SUCH DAMAGES, COSTS, LOSSES OR EXPENSES COULD REASONABLY BE FORESEEN OR WHETHER OR NOT THEIR LIKELIHOOD HAS BEEN DISCLOSED.

18.2 NEITHER PARTY SHALL BE LIABLE FOR THE DESTRUCTION, LOSS OR ALTERATION OF THE OTHER PARTY’S DATA OR DATA FILES, NOR FOR ANY DAMAGES AND EXPENSES INCURRED AS A RESULT, INCLUDING EXPENSES INVOLVED IN THE RECONSTRUCTION OF DATA FILES.

18.3 THE AFOREMENTIONED LIMITATION OF LIABILITY IN CLAUSES 18.1 AND 18.2 SHALL NOT, HOWEVER, APPLY TO DAMAGES CAUSED BY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

18.4 IN THE EVENT OF ANY BREACH OR DEFAULT OF A TERM OF THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EVOLTA TO THE CLIENT OR TO ANY THIRD PARTY CLAIMING THROUGH THE CLIENT FOR ANY DAMAGES SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT UNDER THIS SERVICE AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

19. **CONFIDENTIALITY**

19.1 Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the receiving Party, whether through breach of this Service Agreement or otherwise; (ii) that, prior to disclosure by the disclosing Party, was already in the possession of the receiving Party, as evidenced by written records kept by the receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the receiving Party; (iii) independently developed by the receiving Party, by persons having no direct or indirect access to the disclosing Party’s Confidential Information provided that the receiving Party provides clear and convincing evidence of such independent development; (iv) which, subsequent to disclosure, is obtained from a third person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to such
information; and (C) who does not prohibit either Party from disclosing such information to others; or (v) is further disclosed with the prior written consent of the disclosing Party, but only to the extent of such consent.

19.2 Each Party acknowledges that all Confidential Information consists of confidential and proprietary information of the disclosing Party. Each Party shall, and shall cause its employees, agents and contractors to hold Confidential Information of the other Party in confidence, and shall use the same degree of care by instruction, agreement or otherwise, to maintain the confidentiality of the other Party’s Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but with at least a reasonable degree of care commensurate with the nature and importance of such Confidential Information. Each Party agrees not to make use of Confidential Information other than for the exercise of rights or the performance of obligations under this Service Agreement, and not to release, disclose, communicate it or make it available to any third person other than employees, agents and contractors of the Party who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this Service Agreement.

19.3 In the event that any Party receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental authority, such Party agrees to: (i) immediately notify the other Party of the existence, terms and circumstances surrounding such a request; (ii) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Confidential Information is required, exercise commercially reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed Confidential Information which the other Party so designates.

19.4 Each Party acknowledges and agrees that any unauthorized use or disclosure by it of any of the other Party’s Confidential Information, in whole or part, will cause irreparable damage to the disclosing Party, that monetary damages would be an inadequate remedy and that the amount of such damages would be extremely difficult to measure. The receiving Party agrees that the disclosing Party shall be entitled to seek temporary and permanent injunctive relief to restrain the receiving Party from any unauthorized disclosure or use. Nothing in this Service Agreement shall be construed as preventing the disclosing Party from pursuing any and all remedies available to it for a breach or threatened breach of a covenant made in this Clause 19, including the recovery of monetary damages from the receiving Party.

19.5 The provisions of this Clause 19 shall survive termination or expiration of the Agreement.

19.6 The Client is subject to MFIPPA with respect to records (as such term is defined in MFIPPA) under its custody and control.

19.7 Evolta is entitled to use the Client as its reference without breaking any confidentiality obligation.

Evolta Software Inc.
Suite 5800 40 King St. W
Toronto, ON, M5H3S1
CANADA
20. TERM OF THE SERVICE AGREEMENT

20.1 This Service Agreement shall take effect on the Effective Date and, subject to the Parties’ rights to terminate or cancel this Service Agreement, shall remain in full force and effect for a fixed period of five (5) years, after which the Service Agreement continues in force until further termination at the same Service Fee as the previous year, unless a new fee is mutually agreed upon by the parties.

21. TERMINATION

21.1 After the fixed period of five (5) years set out above in Chapter 20.1, the Parties may terminate the Service Agreement with a notice period of one (1) year. The notice period is calculated from the last day of the calendar year the notice is given to the other Party. Any notice of termination needs to be in writing.

21.2 The Parties shall have the right to terminate this Service Agreement with immediate effect upon written notice to the other Party without incurring any liability if the other Party applies for or an application is made for bankruptcy, corporate restructuring, winding-up, restructuring of debts or any similar procedure, or the other Party is otherwise in such a financial situation that the other Party cannot be considered capable of fulfilling its contractual obligations.

21.3 Both Parties shall have the right to terminate this Service Agreement with immediate effect upon written notice to the other Party without incurring any liability if the other Party commits a material breach of the Service Agreement and the breach is of substantial importance to the non-breaching Party and the Party in breach was aware of the said substantial importance to the other Party and does not remedy such breach within a reasonable time set by the non-breaching Party.

21.4 Evolta is entitled to terminate the agreement with immediate effect wholly or in part if the Client has not paid a due and correct payment within 30 days of a written overdue payment reminder.

21.5 If the Service Agreement is terminated with immediate effect, the Client shall pay for the Service rendered, but not yet invoiced. Evolta is not obliged to return any advance payments or any other compensation due to the premature termination of the Service Agreement by the client.

21.6 Within sixty (60) days of the date of termination or expiry of the Service Agreement, Evolta shall return to the Client any data and Confidential Information belonging to the Client in Evolta’s possession, power or control, in its then current format, together with all other related documentation, and any other information and all copies thereof owned by the Client.

21.7 Termination or expiry of this Service Agreement shall be without prejudice to any rights, remedies or obligations of the Parties accrued under this Service Agreement prior to termination or expiry.
22. **FORCE MAJEURE**

22.1 Neither Party shall be liable for failure to fulfill or for delay in fulfilling its obligations required hereunder due to a Force Majeure Event.

22.2 The Party whose performance under this Service Agreement is prevented or delayed by an Force Majeure Event must advise the other Party by notice in writing of the occurrence of the Force Majeure Event as soon as possible, and shall do all things reasonably possible to mitigate any loss being caused to the other Party by reason of the Force Majeure Event. The Party shall also notify the other Party of the termination of Force Majeure Event.

23. **NOTICES**

23.1 Every notice or other communication hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the Party for whom it is intended, if delivered by registered or certified mail, return receipt requested, or by a national courier service, or if sent by email (receipt of which is confirmed) to the following contact person:

   Evolta: Peter Rotenberg, peter.rotenberg@evolta.fi (647)461-2586
   Client: Karl Schipprack, CBO@westgrey.com (519)369-2200

23.2 Any such notification shall be deemed delivered: (a) upon receipt, if delivered personally; (b) on the next business day, if sent by national courier service for next business day delivery or if sent by email. Any correctly addressed notice or last known address of the other Party that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services.

24. **ASSIGNMENT**

24.1 The assignment of rights and obligations under this Service Agreement is permitted only with prior written consent of the other Party. This Service Agreement will be binding on all successor and permitted assigns.

25. **WRITTEN FORM**

25.1 Any amendments, additions or a rescission of this Service Agreement shall be made in writing and executed by both Parties.
26. **SEVERABILITY**

26.1 If a provision of this Service Agreement is or becomes invalid, ineffective or unenforceable, the validity, effectiveness or enforceability of the remaining provisions shall remain unaffected. The Parties will replace the invalid, ineffective or unenforceable provision immediately with a valid, effective or unenforceable provision which comes as close as possible to the economical spirit or purpose of the provision to be replaced.

27. **APPLICABLE LAW AND DISPUTES**

27.1 The Service Agreement is governed by the laws of the Province of Ontario and the laws of Canada (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or relating hereto.

28. **CONTINUING TO PERFORM**

28.1 During a dispute or notice or cure period, Evolta will continue to fulfill all its obligations under this Service Agreement, and Client will continue to make payments not in dispute.

29. **ENTIRE AGREEMENT**

29.1 This Service Agreement is the complete agreement between the Parties concerning the subject matter of this Service Agreement and replaces any prior oral or written communications between the Parties whether collateral or otherwise ("**Pre-Contractual Statements**"). The Parties acknowledge and agree that they shall: (a) treat any such Pre-Contractual Statements as being withdrawn and having the effect that they were never made; and (b) have no right or remedy in respect of such Pre-Contractual Statements. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified in this Service Agreement. This Service Agreement may only be modified by a written document executed by the Parties. Nothing in this clause shall operate to limit or exclude any liability for fraud.

30. **RELATIONSHIP**

30.1 The Parties are independent contractors and no other relationship is intended. Nothing herein shall be deemed to constitute either Party as an agent, representative or employee of the other Party, or both Parties as joint venturers or partners for any purpose. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractor. Each Party shall act solely as an independent contractor and shall not be responsible for the acts or omissions of the other Party. Neither Party will have the authority or right to represent nor obligate the other Party in any way except as expressly authorized by this Service Agreement.
31. **SURVIVAL**

31.1 Any provision of this Service Agreement which by its nature should survive the termination or expiration of this Service Agreement shall so survive. Such terms and conditions include but are not limited to terms relating to confidentiality, IPR, indemnifications, applicable law and disputes.

32. **EXECUTION**

32.1 This Service Agreement may be executed in two or more identical counterparts (including by way of facsimile and electronic transmission), each of which when executed by a Party will be deemed an original and such counterparts together will constitute one and the same Service Agreement. This Service Agreement will be effective from the Effective Date, regardless of any other dates appearing in the execution block immediately below.

33. **REMEDIES AND WAIVERS**

33.1 No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. All rights and remedies under the Service Agreement are cumulative. Accordingly, a Party’s exercise of any right or remedy does not affect its other rights or remedies in accordance with the Service Agreement.

34. **APPENDICES AND ORDER OF PRIORITY**

34.1 The following Appendices constitute an inseparable part of this Agreement:

1. Appendix A: Service Description
2. Appendix B: Service Fee

34.2 In the event of any discrepancy between the Service Agreement and its Appendices, the provisions of the Service Agreement prevail. In the event of any discrepancy between the Appendices of the Service Agreement, the Appendices apply in ascending numerical order.
**IN WITNESS WHEREOF**, each Party hereto has caused this Service Agreement to be executed by its duly authorized representatives as of the Effective Date.

<table>
<thead>
<tr>
<th>The Corporation of The Municipality of West Grey</th>
<th>EVOLTA SOFTWARE INC.</th>
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<td>By: ______________________________</td>
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I have authority to bind the corporation

I have authority to bind the corporation
Appendix A: Service Description

The Service is a web-based, Software-as-a-Service (SaaS) which facilitates the management and delivery services offered by municipal building departments (The Service is a virtual workspace where both public and municipal stakeholders, as well as 3rd party agencies and authorities, can interact and collaborate on the initiation and completion of development services activities.

The Service easily integrates with common municipal software platforms such as GIS software, financial software, and back-office case management software. The Service can also be integrated with specific tools such as electronic plans review software. The Service is platform agnostic and can be accessed by any device with a stable internet connection. The Service is compliant with AODA standards for accessibility and use.

The Service provides the following functionality:

- General information inquiries
- Workflow management
- Task management, notifications, and reminders
- Application submission, review, and approvals
- Online Payments
- Integration of 3rd party individuals and/or organizations into real time workflow
- Inspection booking and management
- Reporting (MPAC, Tarion, Statistics Canada)
- Reporting database is also provided for custom/ad-hoc reports
Appendix B: Service Fee

Service Fee

The annual fee for The Service is as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
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- All pricing is in Canadian Dollars (CAD)
- Pricing does not include applicable taxes
Subject #1: Replacement of Bridge 51, Concession 18 Normanby

Background: The Director had previously provided a report at the July COW meeting regarding Wood Research and Development’s (WRD) partnership opportunity proposal to provide funding of $350,000 towards building a new wooden bridge to replace Bridge 51 and West Grey contributing $1,000,000.

The Director was directed by COW to investigate pricing from Algonquin Bridge. The Director obtained pricing for a similar sized steel structure compared to the wooded structure proposed by WRD. The Algonquin rep indicated that they had recently completed a similar structure in Guelph that was slightly bigger at a cost of $2.4 million. Based on the proposed replacement size requested, the Algonquin Bridge rep determined the bridge for West Grey would cost approximately $1.5 to 1.7 million.

Recommendation: Based on the information received from Algonquin Bridge, the Director recommends that COW invite Mr. Dan Tingley from WRD to the next COW meeting in September to further explore the partnership opportunity to replace Bridge 51 with a wooden structure.

PW#1: seeking COW approval

Respectfully submitted
Brent Glasier, C.E.T.
Director of Infrastructure and Public Works
Date: August 27, 2019.

Pulling Together for the Durham Hospital
Attached is a letter from the Chair of 2019 Pulling Together campaign providing information on this community event scheduled for Saturday, September 7th. The municipality has already provided its annual funding commitment to the Durham Hospital Foundation for 2019.

FTR#1 Recommendation: For Information Purposes.

Respectfully submitted:
Kerri Mighton
Director of Finance/Treasurer
Municipality of West Grey
402813 Grey Road 4
R. R. 2
Durham, ON N0G 1R0

Dear Mayor Robinson & Council Members,

Thank you for supporting the Durham Hospital! Without you, the Durham Hospital wouldn’t have the modern medical equipment and top-notch facilities it does. It is because of your generosity that lives are saved and people’s quality of life is improved.

We are pleased to announce that Durham Hospital Foundation is partnering with local police and fire services once again to bring you a local, community-based fundraising event.

**Pulling Together for the Durham Hospital**

On **Saturday, September 7th**, West Grey Police Services and West Grey Fire Services will be hosting a fire truck pull to raise funds for the Durham Hospital. Teams of 10 will compete while raising money for our local hospital. The event takes place where Bruce Street North meets Durham Road West from 11 am to 3 pm. So, gather your friends, family, coworkers and build a prize-winning team – trophies for fastest pull time and fundraising champion will be awarded!

The day will also include the popular ‘by donation’ Pancake Breakfast at the Legion from 8-11 and a kids RTV Pull. Country Corner Eatery is hosting a BBQ and Durham Foodland will be running **Toonie at the Till** for 2 weeks in September.

This year’s goal is $20,000 to help purchase a cardiac monitoring system. This equipment will allow nursing staff to constantly monitor patients’ heart rate and patterns, breathing and other critically-important vital signs, without disturbing their rest. It will cost over $180,000 and will greatly enhance patient’s safety and care. After all, when lives are at stake, seconds count.

Teams can be registered online at [https://www.canadahelps.org/en/charities/durham-hospital-foundation/p2p/pullingtogetherfordurham/](https://www.canadahelps.org/en/charities/durham-hospital-foundation/p2p/pullingtogetherfordurham/) or in person at the Foundation office located at the Durham Hospital (open Monday to Friday 9-5).
The new system will be connected to up to 6 patients, wirelessly. The monitors have digital display for improved clarity and show several patients’ heart rhythms at the same time. If a patient’s vital signs change, an alarm will sound loudly enough that nurses and doctors can hear and respond quickly.

Please help us reach our goal and reply to this letter!

The new units move with the patient, virtually turning any room into a cardiac care room! With sharper, clearer images, even a small change can be seen and recorded, so doctors can identify issues quickly. The sooner cardiac issues are identified, the sooner patients can receive immediate care, enhancing chances of a full recovery.

Your support will ensure faster access to specialists and follow-up health care.

The Durham Hospital takes pride in providing its patients and visitors with quality patient care, a clean, modern facility, skilled medical professionals and top quality equipment. The cardiac monitoring system is vitally important to patient care. In the Emergency Department, at least 6 patients are placed on a monitor every single day.

But, we need your help.

Your past support for the Durham Hospital has helped purchase important medical equipment. We are asking for you to be just as generous now. Your gift will not only help provide the much-needed cardiac monitoring system, but will help ensure quality health care for your family and friends for years to come. Please use the enclosed donation form and envelope for your gift today. We are counting on you!

With my most sincere gratitude,

[Signature]

Robert Martin
2019 Pulling Together Chair


P.S. Don’t forget Boots and Bling! The 9th annual Durham Hospital fundraising Gala will take place on October 26th at the Durham Community Centre. Tickets are available from the Foundation Office and at the Garafraza Cafe.
Proposed Keeping of Hens By-law
A draft of the proposed Keeping of Hens By-law was reviewed during the August 13, 2019 Committee of the Whole (Planning) meeting, and the Committee of the Whole requested certain amendments to be made.

The draft Keeping of Hens By-law has been updated to incorporate the requested amendments for further consideration by the Committee of the Whole, with some comments for consideration. I have also attached a copy of the August 13, 2019 Committee of the Whole (Planning) draft minutes for reference purposes.

Ron Davidson, Municipal Planner, has also drafted a Housekeeping By-law that is also required in the process of permitting the keeping of hens in West Grey. (attachment)

COW#1 Recommendation: Seek direction from Committee of the Whole.

Proposed Municipality of West Grey Corporate Asset Naming Policy
During the August 6, 2019 Council meeting, Council discussed possibly adding a grandfathering provision, as well as a general statement in lieu of the existing section 4.2. Council deferred this item to the August 27, 2019 Committee of the Whole meeting, to also discuss the Heritage Bridge naming.) (attachment)

COW#2 Recommendation: Seek direction from Committee of the Whole.

Respectfully submitted:
Mark Turner, Clerk
THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

BY-LAW NUMBER - 2019

Being a By-law to Regulate the Keeping of Hens in the Municipality of West Grey

WHEREAS the Municipal Act, 2001 (S.O. 2001, c.25) authorizes a lower tier municipality to pass By-laws regulating the keeping of animals;

AND WHEREAS the Council of the Corporation of the Municipality of West Grey considers it desirable to enact such a By-law;

THEREFORE BE IT RESOLVED that the Council of the Municipality of West Grey enacts as follows:

1. DEFINITIONS

1.1 In this by-law,

"Hen" means vaccinated female chicken that is at least four months old;

"Municipality" means Municipality of West Grey;

"Officer" means the Municipal Law Enforcement Officer, Animal Control Officer, or Police Officer of the Municipality;

"Owner" means a person or his or her authorized agent in lawful control of the premises, building, occupancy or other structure or portion thereof under consideration and who keeps or harbours Hens (proposing that this definition be deleted, and every reference herein to "Owner" specifies "owner of the property" or "owner of Hens");

"Zoning By-law" means the Municipality of West Grey Comprehensive Zoning By-law and its amendments.

2. REGISTRY

2.1 The Municipality shall maintain a registry of owners of Hens and owners of property on which Hens are kept.

2.2 The Registry shall contain the following information:

a) The name, mailing address, phone number, and email of the owner of the property on which Hens are kept, and the owner of the Hens;

b) The street address of the property on which Hens are kept;

c) The mailing address of the owner of the property on which Hens are kept (Propose deleting 2.2 c), as incorporated it into 2.2 a);

d) A statement from the owner of property on which the Hens are kept which affirms that all requirements are this by-law will be adhered to;

e) Acknowledgement by the owner of the Hens of the Hen vaccination requirement;

f) A statement from the owner of the property on which Hens are kept that consents to keeping of Hens on the property, if the owner of the property is not the owner of the Hens.

2.3 The Municipality may collect a fee to maintain the registry and any fee shall be incorporated in the Fees & Charges By-law.

3. LAND REQUIREMENTS

3.1 No person shall keep, at any one time, more than six (6) Hens per dwelling on one property.

3.2 No person shall keep Hens on a property except in accordance with the following provisions:

a) The owner of the Hens has paid any applicable fee as authorized by this By-law to register the Hens with the Municipality;
b) The owner of the Hens land has provided the necessary information to the Municipality in respect of the Registry outlined in this by-law;
c) The owner of the Hens resides on the property;
d) The property on which the Hens are located is zoned Residential or Future Development, or zoned Agriculture, Rural or Restricted Rural on properties less than 2 hectares in size. Agriculture, Rural and Restricted Rural properties greater than 2 hectares in size are not subject to this by-law;
e) Hens can only be located in the side or rear yard, as defined in the Zoning By-law;
f) The owner of the Hens abides by all provisions of this by-law.

4. HEN REQUIREMENTS

4.1 All permitted Hens shall be kept in a fully enclosed coop and run in a manner that contains the Hens on the property and prevents their escape from such coop and run.

5. COOP AND MAINTENANCE REQUIREMENTS

5.1 Coops and any runs shall be setback a minimum of 1.5 m from side and rear lot lines and a minimum of 5 metres from any dwelling unit and dug well, excluding the dwelling unit on the property on which the Hens are located.

5.2 Every owner of Hens and every property owner on which Hens are kept shall ensure the Hens are housed in a coop that is constructed and maintained:
   a) to provide protection from weather and be adequately ventilated;
   b) to exclude rodents and predators;
   c) with flooring that is resistant to moisture and mold and retains heat in the cold weather;
   d) with a chicken box sufficient to accommodate all Hens;
   e) with a perch area sufficient to accommodate all Hens;
   f) with an accessible dust bath area.

5.3 Every owner of Hens and every property owner on which Hens are kept shall ensure that:
   a) Coops and runs are maintained in a clean condition;
   b) Coops and runs are maintained to ensure that smells do not cause a nuisance to residents of any neighbouring property or any residents of the Municipality;
   c) Coop floors are lined with shavings, straw or other appropriate materials to absorb manure and facilitate cleaning;
   d) Coops are deep cleaned at least two times per year including disinfection of troughs, perches and nests;
   e) Feeders and water containers are provided and are cleaned and disinfected regularly;
   f) All stored feed is kept in rodent proof containers and secured at all times to prevent rodents and other animals from accessing it;
   g) Feeding of Hens is done in a manner that minimizes the attraction of rodents or other animals;
   h) Manure and droppings are cleaned out daily and stored in a secured container until disposed of in accordance with all applicable laws and regulations;
   i) Deceased Hens are disposed within 24 hours of death at a livestock disposal facility, through the services of a veterinarian, or through a facility approved by the Ministry of Agriculture, Food and Rural Affairs and are disposed of in accordance with all other applicable laws and regulations;
   j) Hens are kept in accordance with all other by-laws of the Municipality respecting noise and property maintenance.
6. PROHIBITIONS

6.1 No person shall engage in the sale of eggs, manure, meat or other products and by-products of Hens.
6.2 No person shall engage in the slaughtering or butchering of Hens.
6.3 No person shall keep roosters.

7. CONTRAVENTION

7.1 The provisions of this by-law shall be enforced by an Officer of the Municipality.
7.2 An Officer who has reasonable grounds to believe that a person has contravened any provisions of this by-law may require that person to provide identification of themselves, and every person who is required by an Officer to provide identification under this section, shall identify themselves to the Officer and shall provide their correct name and address.

7.2.1 Providing such information shall constitute sufficient identification.
7.2.2 Failure to provide such information shall constitute obstruction of the Officer.

7.3 Enforcement - Provincial Offences Act
Any person who violates a provision of this by-law is guilty of an offence an on conviction is liable to pay a penalty provided in Section 81 of the Provincial Offences Act R.S.O. Chapter P 33 as amended or re-enacted from time to time.

7.4 Enforcement - Municipal Act
Where any person is directed or required by this by-law to do any matter or thing, such matter or thing may be done in default of its being done by the person directed or required to do it at that person's expense, and such expense may be recovered by action or as municipal taxes in the manner prescribed by the Municipal Act.

8. SEVERABILITY

8.1 In the event that any provision of this by-law is declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the remaining provisions of this by-law.

9. EFFECTIVE DATE

9.1 This by-law comes into force and takes effect upon its passage, and shall remain in force and effect for a one year trial period commencing from the date of passage.

Other Comments: At this time, I cannot find any sample “Keeping of Hens” bylaws that permit variance from either the “Keeping of Hens” by-law or applicable amendments to the associated Zoning By-law or Temporary Use Zoning By-law provisions needed to facilitate the keeping of hens. I question whether or not it is possible to provide for a variance outside of an amendment to the Keeping of Hens Bylaw and without an associated zoning amendment/minor variance to the associated Zoning By-law or Temporary Use Zoning Bylaw provisions. I have asked the Municipal Planner for input.

READ A FIRST AND SECOND TIME THIS DAY OF , 2019.

READ A THIRD TIME AND FINALLY PASSED AND SEALED THIS DAY OF 2019.

Christine Robinson, Mayor  Mark Turner, Clerk
Draft

Committee of the Whole (Planning)  
Municipality of West Grey  
Minutes of August 13th, 2019, at 1:20 p.m.

The Committee of the Whole (Planning) met at the Council Chambers with the following members in attendance.

Members Present:  
Mayor Christine Robinson, Deputy-Mayor Hutchinson,  
Councillor Beth Hamilton, Councillor Rebecca Hergert,  
Councillor Doug Hutchinson, Councillor Geoffrey Shea,  
Councillor Stephen Townsend

Staff:  
Mark Turner, Clerk

1) Disclosure of Pecuniary Interest – None

2) Public Meetings - None

3) Other

i) Regulate Keeping of Hens By-law

Recommended amendments to be incorporated in an updated Keeping of Hens By-law:

Section 1.1 – Amend definition of “Hen” to read: ““Hen” means vaccinated female chicken that is at least four months old”;

Section 1.1 – Add definition of “Officer” to read: ““Officer” means the Law Enforcement Officer, Animal Control Officer, or Police Officer of the Municipality”;

Section 1.1 – Amend “Owner” definition to read: ““Owner” – means a person who owns the Hens”;  

Section 2.2 a) – amend to read: “a) The name, phone number, and email address of the Owner, and owner of the property on which Hens are kept”;

Section 2.2 d) – amend to read: “A statement from the Owner which affirms that all requirements of this by-law will be adhered to”;

Section 2.2 e) – New section to read: “Acknowledge Hen vaccination requirement”;

Section 2.2 f) – New section to read: “A statement from the owner of the property on which Hens are kept, if not the Owner, that consents to keeping of Hens on the property”;

Draft
Section 2.3 – leave in “….may collect a fee..” ($15 annual fee to be due and payable upon submission of required information by the owner pursuant to section 2.2, and payable by April 30th each year thereafter);

Section 3.1 – amend to read: “3.1 No person shall keep, at any one time, more than six (6) Hens per dwelling”;

Section 3.2 a) – amend to read: “The Owner has paid any applicable fee as authorized by By-law to register the hens with the Municipality”;

Section 3.2 c) – amend to read: “c) The Owner resides on the property”;

Section 3.2 d) – amend to read: “The property on which the Hens are located is zoned Residential or Future Development, and zoned Agriculture, Rural, or Restricted Rural on properties less than two (2) hectares in size. Agriculture, Rural, or Restricted Rural zoned properties greater than two (2) hectares in size are not subject to this By-law.”

Section 3.2 e) & f) – Delete;

Section 3.2 g) becomes Section 3.2 e), and is amended to read: “Hens can only be located in the side or rear yard as defined in the Zoning By-law;

Section 3.2 h) – Delete;

Section 4.1 – amend to read: “All permitted Hens shall be kept in a fully enclosed coop and run in a manner that contains the hens on the property and prevents their escape from such coop and run”

Section 4.2 – Delete;

Section 5.1 – amend to read: “Coops and any run shall be setback a minimum of 1.5 m from side and rear lot lines and a minimum of 5 metres from any dwelling unit and dug well, excluding the dwelling unit on the property on which the Hens are located”; 

Section 5.3 i) – Delete (Sections j) & k) become Sections i) & j), respectively;

Section 7.1 – amend to read: “The provisions of this By-law shall be enforced by an Officer of the Municipality”;

Section 9.1 – Okay as shown.

The Committee requested the Clerk to ask Cheryl Roberts (Canine/Animal Control Officer) if there is non-compliance by a tenant that owns the hens, would by-law enforcement proceed against the tenant, being the owner of the hens, or the owner,
whose lands the hens are on?

The Committee requested the Clerk to investigate whether or not the proposed Keeping of Hens By-law can include a provision to permit a variance from the By-law without an amendment to the By-law being required. The Clerk will also discuss with the Municipal Planner whether or not a similar provision is possible in the proposed amendments to West Grey Comprehensive Zoning By-law or Temporary Use By-law, whichever is the case, to address the Keeping of Hens By-law provisions, in order to avoid either a rezoning or minor variance application.

The Committee requested the updated draft Keeping of Hens By-law be brought forward to the August 27, 2019 Committee of the Whole meeting. The Clerk will contact the Municipal Planner to determine his availability to attend the August 27, 2019 Committee of the Whole meeting to discuss the required amendments to West Grey Comprehensive Zoning By-law Number 37-2006, as amended, or a Temporary Use Zoning By-law, to facilitate the implementation of the proposed Keeping of Hens By-law.

The Committee questioned when final approvals can be obtained to fully implement the Keeping of Hens By-law. The Clerk noted the the required amendments to West Grey Comprehensive Zoning By-law Number 37-2006, as amended, or a Temporary Use Zoning By-law, will require a notice of public meeting and notice of passing, as applicable, with a minimum three months time frame being typical, in addition to the time required by the Municipal Planner to draft the necessary document.

4) Next Meeting – September 17, 2019, 1:30 p.m., West Grey Municipal Office

5) Adjournment

On motion of Deputy Mayor Hutchinson, and Beth Hamiton, the Committee adjourned at 3:09 p.m.

Christine Robinson, Mayor

Mark Turner, Clerk
The Corporation Of The Municipality Of West Grey
By-Law Number - 2019

Being a By-law to further amend Zoning By-law No. 37-2006, of the Municipality of West Grey;

Whereas the Council of the Corporation of the Municipality of West Grey deems it in the public interest to pass a By-law to amend By-law No. 37-2006;

And whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990, as amended, By-laws may be amended by Councils of Municipalities;

Now therefore the Council of the Corporation of the Municipality of West Grey enacts as follows:

1. Section 8.4 of By-law No. 37-2006 is hereby deleted and replaced with the following:

8.4 PROHIBITED LIVESTOCK FACILITIES

Livestock facilities and equestrian centres shall not be permitted on lots of less than 2 ha (5 acres) in size, except in accordance with Section 6.40.

2. Section 9.4 of By-law No. 37-2006 is hereby deleted and replaced with the following:

9.4 PROHIBITED LIVESTOCK FACILITIES

Livestock facilities and equestrian centres shall not be permitted on lots of less than 2 ha (5 acres) in size, except in accordance with Section 6.40.

3. Section 10.1 of By-law No. 37-2006 is hereby amended by deleting:

- Agricultural uses, buildings and structures; excepting new or expanded livestock agricultural uses

and replacing it with:

- Agricultural uses, buildings and structures, excepting however that no new or expanded livestock agricultural uses shall be permitted other than as permitted in Section 6.40;

4. Section 11.1 of By-law No. 37-2006 is hereby amended by adding:

- The keeping of hens in accordance with Section 6.40;

5. Section 12.1 of By-law No. 37-2006 is hereby amended by adding:

- The keeping of hens in accordance with Section 6.40;

6. Section 13.1 of By-law No. 37-2006 is hereby amended by adding:
• The keeping of hens in accordance with Section 6.40;

7. Section 14.1 of By-law No. 37-2006 is hereby amended by adding:
• The keeping of hens in accordance with Section 6.40;

8. Section 15.1 of By-law No. 37-2006 is hereby amended by adding:
• The keeping of hens in accordance with Section 6.40;

9. Section 30 of By-law No. 37-2006 is hereby amended by deleting:
• Agricultural uses except no new buildings, structures or expansions to existing uses, buildings, and structures.

and replacing it with:
• Agricultural uses except no new buildings, structures or expansions to existing uses, buildings and structures, other than as permitted in Section 6.40;

10. Section 6 of By-law No. 37-2006 is hereby amended by adding the following:

6.40 KEEPING OF HENS

Until one year from the date of passing of “Keeping of Hens” By-law Number __-2019, the keeping of hens may be permitted where the zoning specifically allows for such use, subject to the following:

a) the keeping of hens shall be in accordance with "Keeping of Hens" By-law Number __-2019;

b) a residential dwelling shall exist on the site prior to the keeping of hens;

c) the hens shall be kept in pens and runs, and such structures shall only be located as follows:
   i) in the side or rear yards of the residential building;
   ii) no closer than 1.5 metres from the side or rear lot lines;
   iii) no closer than 5 metres from a residential building on a neighbouring property; and,
   iv) no closer than 5 metres from any dug well.

11. THIS By-law Amendment shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34(30) and (31) of the Planning Act, R.S.O., 1990, as amended.
Housekeeping By-law (Hens)

Read a first and second time this ___ day of __________, 2019.

Read a third time and finally passed this ___ day of __________, 2019.

_________________________   _______________________
Christine Robinson, Mayor   Mark Turner, Clerk
Purpose

This policy is to encompass the naming of any corporate asset including parks, open spaces, facilities, streets and other municipal buildings or properties. The final decision for naming of corporate assets will rest with Council, including naming opportunities as a result of gifts and sponsorships. The naming of a particular corporate asset is important for public awareness, promotion and emergency access. Therefore, naming will be consistent with the Municipality of West Grey (the “Municipality”) vision and will not contravene any policy of the Municipality nor reflect negatively on the Municipality’s public image.

The intent of this policy is to:

- Continue the current traditional practice of naming municipal property, buildings and park elements after significant geographical, neighbourhood and historical elements;
- Recognize on an exception basis, significant contributions that organizations or individuals have made to the public life and the well-being of the people of the Municipality;
- Provide direction of how to apply for approval to name, rename or dedicate municipal property, buildings or park elements

Policy Statement

1. There are four main types of naming situations this policy intends to address:
1. Opening of a new corporate asset or reopening of a corporate asset following refurbishment

2. Honouring individuals or groups

3. Recognizing international, national or provincial events/competitions

4. Providing recognition of gifts, sponsorships and joint ventures

2. The selection of a name will be based on a number of criteria including but not limited to:

1. A longstanding local area identification with the residents

2. Understandable to the majority of citizens in the Municipality

3. Consistent with any other applicable policies and naming guidelines

4. Assists with emergency response situations by being consistent with street names and geographical locations and meeting the requirements of the Fire Department and Police Department of the Municipality

5. Consistent with sponsorship levels

3. Preference will be given to names that:

1. Give a sense of place, continuity and belonging reflecting the geographic location, community, neighbourhood or street where the corporate asset is located and/or;

2. Recognize the historical significance of the area and/or;

3. Reflect unique characteristics of the site and/or;

4. Reflect the type of service offered and/or;

5. Are in keeping with a selected theme and/or;

6. Honour individuals, living or deceased, who have made a significant contribution to the community

4. Names will not be chosen that:

1. Cause confusion due to duplication or names sounding similar to existing locations within the Municipality

2. Are the names of tobacco or cannabis companies

3. Lend themselves to inappropriate short forms or modifications
4. Are discriminatory or derogatory considering race, gender, creed, political affiliation, or other similar factors

5. Recognize the birth, marriage or anniversary of specific individuals (this can be done through individual dedications of benches and trees though Parks and Arenas)

5. Names of persons, organizations, corporations, foundations or their families will be considered when they have made a significant contribution to the Municipality by:

1. Enhancing the quality of life and well-being of the Municipality
2. Contributing to the historical or cultural preservation of the Municipality
3. Contributing toward the acquisition, development or conveyance of land or building
4. Achieving excellence in their endeavours and representing the Municipality in a meritorious manner - And/or
5. Where there is a direct relationship or association that exists between former place of residence of the person or group and the asset to be named

6. Naming in honour of elected or appointed public officials, and administrative officials or staff of the Municipality, shall occur posthumously.

7. Where the name of an individual is recommended after an in camera discussion, consent shall be obtained from the individual or their next of kin prior to Council's public consideration.

8. Where the naming opportunity is as a result of a sponsorship or gift the following factors must be considered:

1. The significance of the contribution made relative to the construction and operating costs of the item being named
2. The cost of establishing the naming option (e.g. cost of the signage to be paid by the applicant unless the Municipality has made the request for the name change)
3. Sunset clause associated with the length of time that the name will be used. Naming agreements may be renewed if the appropriate gift or sponsorship is received.
9. Existing names will not be changed without consideration of the historical significance of the existing name, the impact on the individual or organization previously named, the cost and impact of changing existing signage, rebuilding community recognition and updating records (i.e. letterhead, databases, promotional materials) Each application will be considered on a case-by-case basis.

10. Unless otherwise provided in an asset naming agreement, the Municipality may review, amend or remove the name of an asset of the Municipality at any time.

**Application Procedure**

1. Applicant(s) shall submit a written request for civic naming to the Clerk. The written request shall provide the following:
   1. Background information concerning the rationale for consideration of the request;
   2. Biographical information if named after an organization or individual; and
   3. Documentation including letters from organizations and individuals providing substantial support for the request.

2. Each application for naming/renaming shall undergo a process which will:
   1. Review the application for conformity with this policy
   2. Circulate the application to the appropriate internal stakeholders for comment on the suitability of the application
   3. Discuss in camera any naming in recognition of an individual prior to discussing it with the individual or next of kin.
   4. Consult with external stakeholders in the community to the level of support or identify possible objections to the requested civic naming
   5. Determine whether or not a special event is planned to coincide with the formal naming

**Responsibilities**

1. Council is responsible for approving and directing compliance with this policy.

2. The Clerk is responsible for:
   1. receiving requests for naming of a corporate asset from eligible applicants, and in accordance with this policy;
2. confirming receipt of the application to the applicant;

3. providing the request to the Director of the department responsible for the requested asset

3. Supervisors/Managers/Directors are responsible to:

1. Review the application for conformity with this policy

2. Circulate to and consult with stakeholders on the suitability of the application
Committee Report

Meeting Date: August 27, 2019
Report No: CAO-08-27-19
Title: Arena Canteen Leases
Prepared by: Laura Johnston, Chief Administrative Officer
Reviewed by: Laura Johnston, CAO

Recommendation
THAT Report CAO-08-27-19 be received for discussion and direction.

Executive Summary
The Municipality of West Grey has two arena canteen facilities that are managed by independent operators. The monthly rental rate is the same for each canteen.

The equipment in the Durham arena canteen is owned by the municipality and will be 10 years old at the end of this current lease term. There is no option to add additional equipment to expand the menu offerings.

The equipment in the Ayton arena canteen is a combination of municipal-owned items and equipment supplied by the operator. The Ayton operator has the option to add whatever equipment they determine will be a benefit to their business.

In both cases, the maintenance and servicing of the municipal equipment is the responsibility of West Grey.

In July, the operator interested in leasing the Ayton canteen questioned why the lease rates are the same, given the difference in what is provided. This report outlines the factors specific to each rental space. Staff is requesting Committee consider the five options outlined in this report and provide direction to staff.

Background and Discussion
The Durham arena canteen and the Ayton arena canteen are leased at a rate of $163/month.

The Durham canteen is 206 square feet and is located on the second floor of the arena. The spectator area for the ice rink is on the first floor. As well, the Durham canteen
faces competition from local restaurants in the core of Durham, primarily Tim Horton’s, Subway and several pizza restaurants. The equipment in the Durham canteen will be 10 years old at the end of this lease term and has depreciated accordingly. Given the size of the canteen and the rent rate, the Durham operators are paying $9.49 per sq. ft.

The Ayton canteen is 420 square feet and is located on the main level of the arena. The spectator area for the ice rink is directly in front of the canteen. The Ayton canteen does not face the same competition as there are no fast food outlets in Ayton. The municipality provides a freezer and refrigerator as well as an exhaust hood which is not only the most costly item in a food services operation, but is also an expense to maintain (which the municipality covers). The Ayton operator has flexibility to equip the space to meet the needs and requests of arena patrons. Given the size of this canteen and the rent rate, the Ayton operators will be paying $4.66 per sq. ft.

Staff made adjustments given the difference in square footage, the proximity of each canteen to its patrons, the impacts of competition, and the potential in Ayton as well as the restrictions in Durham.

Committee has important considerations:

1. equip the Ayton arena canteen and adjust the rent to $9.49 per sq foot
2. leave the lease as is and provide the current interested operator the opportunity to accept the lease as is
3. leave the lease as is and direct staff to advertise for a new operator
4. close the canteen and seek options such as vending machines
5. equip the Ayton canteen and have the municipality operate the canteen. This would, of course, require additional staff and finances.

Legal and Legislated Requirements
Both operators have provided proof of insurance. The Durham operator has signed the lease. The Ayton lease has not yet been signed.

Financial and Resource Implications
Should direction be given to equip the Ayton arena, the cost is estimated to be $9,000 plus installation and inspection fees. The Ayton arena budget will have a $25,000 transfer to reserves in the 2019 budget which is allocated for arena hall renovations.

Consultation
- Stephanie Stewart, Manager, Community Services (currently on secondment to Grey County)
- Randy Murray, Facilities Manager, Durham
- Tom Culliton, Facilities Manager, Normanby
Next Steps
Staff will execute the direction as decided by committee.

Respectfully submitted:
Laura Johnston
Chief Administrative Officer