



Station on the Green Board Meeting SPECIAL MEETING MINUTES

May 05, 2021

[Webinar](#)

9:00 a.m.

Members Present: Linda Coulter (Chair), Anthony Sist, Jeremy Ray, Brian Bell (Treasurer), Tom Caswell, and Mayor Measures.

Members Absent: Deputy Mayor Barry Burton, Per Hahne, and Pattie Cleary.

Staff Present: Cayla Reimer, Committee Coordinator and Terry Vachon, General Manager of Parks, Culture, and Recreation.

1. Welcome

Chair, Linda Coulter called the meeting to order at 9:03 a.m.

2. Approval of [Agenda](#)

Resolution:

Moved by Jeremy Ray, seconded by Brian Bell, Be It Resolved that the Creemore Station on the Green Board hereby approve the Agenda dated May 05, 2021 as presented.

Motion Carried.

3. Disclosure of disqualifying interest

No disqualifying interests were declared.

4. Approval of [Minutes](#) – April 21, 2021

Resolution:

Moved by Anthony Sist, seconded by Tom Caswell, Be It Resolved that the Creemore Station on the Green Board hereby approve the previous meeting Minutes dated April 21, 2021 as presented.

Motion Carried.

5. Township and Village Green Agreement

Treasurer, Brian Bell provided a brief background on the confusion between the two parties and requested the General Manager of Parks, Culture, and Recreation, Terry Vachon to clarify the relationship and agreement (attached).

Terry Vachon provided background on the Village Green property and associated lands surrounding the station and park. Once the construction is complete the 20-year management agreement will come into full effect.

The agreement outlines staffing arrangements for the park area (Program coordinator) who will be responsible for the park in terms of beautification, programming, etc. The staffing position has not yet been solidified.

Due to the Pandemic the project has been pushed back a year in the proposed timeline.

The Parks, Culture, and Recreation Department will host annual meetings with the Foundation covering; operations, financials, staffing, ect.

Mayor Measures informed the Board that during the initial consultations with the proposed project the Village Green Foundation committed to pay the BIA Levy at the 2018 rate for the 20-year agreement term.

Mayor measures assured the Board that the art (fountain and other art installations) will remain property of the Township however will be maintained by the Village Green Foundation.

Brian explained that the Board is looking for clarification on the management aspects as they relate to the two properties: rentals, events, activities, etc. and the role of the Station on the Green Board.

The Board discussed the concerns over the washroom as use is likely to increase with additional events/uses and as a changeroom from the splash pad feature.

Terry informed the Board that the concerns will be brought forward at the initial annual meeting between the Township and the Village Green to be addressed.

Brian informed Terry and the Mayor that Stuart Lazier will be at the next Station on the Green Board to further discuss the relationship. Brian provided information regarding the public washroom and their adequacy to support the two groups and their endeavours, Terry will further investigate the current capacity and future use adequacy with the Building Department.

Terry provided information on capacity standards between various events and the legislation the supports washroom capacity.

Terry suggests the Board, Foundation, and Township meet monthly for the first 6 months to smooth out any kinks and move forward harmoniously.

The Board thanked the Township for all their help and support.

Mayor Measures inquired as to the implementation of the Washroom agreement.

Linda informed that the washrooms proposal indicates the May 24 weekend, however; it will depend on the situation of the pandemic at the time.

6. Next Meeting – May 19, 2021 at 9:00 a.m.

7. Adjournment

Resolution:

With no further business to discuss, be it resolved that the Creemore Station on the Green Board hereby adjourn the meeting at 9:50 a.m.

Date Minutes Approved: May 19, 2021.

Linda Coulter, Chair

Cayla Reimer, Committee Coordinator

**Schedule "A" to By-law 19-89
Creemore Village Green Management Agreement**

This MA AGEMENT AGREEMENT is dated and effective as of the 5th day of February, 2020

BY AND BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

(hereinafter referred to as 'Clearview')

-AND-

THE CREEMORE COMMUNITY FOUNDATION

(hereinafter referred to as 'The Foundation')

WHEREAS:

Clearview currently owns and maintains, in cooperation with the Creemore Horticultural Society, the Creemore Horticultural Park located on Mill Street which is part of the Station on the Green lands located at 10 Caroline Street East, Creemore;

The Foundation will transfer ownership and title to the property upon substantial completion of the construction of the Creemore Village Green to Clearview, such lands are municipally known as 181 Mill Street, Creemore and legally described as PT LT 13 N/S of Caroline ST PL 315 Nottawasaga; Station Grounds PL 315 Nottawasaga as in R01376538; City of Barrie, PIN 58220-0361;

Clearview wishes to enter into a Management Agreement with respect to the Creemore Horticultural Park, part of Station on the Green lands and 181 Mill Street, Creemore (hereinafter referred to as 'The Subject Lands') with The Foundation. See attached Schedule 'A'.

THEREFORE, in consideration of the making of this Agreement and the mutual covenants contained herein, the parties undertake, covenant and agree as follows:

1. MANAGEMENT AGREEMENT TERMS:

- (i) Fees payable to The Foundation shall be \$1.00 per year;
- (ii) Clearview shall provide that this agreement to manage the Subject Lands shall be provided to The Foundation for an initial period of twenty (20) years (the 'Initial management Term') beginning on the transfer date above.

- (iii) The initial agreement term shall be for 20 years and be automatically extended by five (5) years (the 'First Extension') four times (the 'Second Extension', the 'Third Extension' and the 'Fourth Extension') for a total of twenty (20) additional years.
- (iv) Either party may, no later than one hundred and eighty (180) days before the end of the then current extension, terminate the agreement at the end of the then current extension by providing written notice to the other party as per the notice provisions of this Agreement;

2. COMMITMENTS, OBLIGATIONS AND RESPONSIBILITIES OF THE FOUNDATION

- (i) To manage The Subject Lands and more particularly to provide an actively programmed four season Village Green which both supports the community and the businesses on Mill Street in Creemore;
- (ii) To contract with a full-time Program Coordinator that will support activities in/for the Village Green as well as other organizations in the Community;
- (iii) To be responsible for the bookings for the Village Green which will be made using Clearview's online booking system, as long as the system is effective and efficient and meets the needs of the Village Green.
- (iv) To maintain all plant and landscape materials in partnership with the Creemore Horticultural Society on The Subject Lands;
- (v) To purchase and maintain all signage (design standards to meet township approvals), furniture, fixtures, equipment (including lighting) and buildings on The Subject Lands;
- (vi) To invest the required capital to replace and maintain the property structures and landscaping features as required.
- (vii) To have all staff trained properly under the Health and Safety Act and provide regular reports to Clearview on an as required basis.
- (viii) In the event of an emergency, natural or otherwise in the park, the Program Coordinator shall notify township staff, post a notice of park closure, in part or in whole, with Clearview as well as onsite at all entrances to the Village Green.
- (ix) To provide a financial summary for the Village Green revenue and expenses for the previous year to Clearview within 60 days of Clearview's year end;
- (x) To comply with Clearview Township's Quality Standards as posted from time to time on their website;
- (xi) To maintain The Subject Lands in compliance with all present and future Clearview Township regulations for open space/parks;

- (xii) To not store any flammable or hazardous materials on The Subject Lands.
- (xiii) To repair any vandalism to The Subject lands;
- (xiv) To maintain waste receptacles at The Subject Lands.
- (xv) To enter into discussions with Clearview Township regarding responsibility for the general maintenance of the grounds within six (6) months of the signing of this agreement.

3. COMMITMENTS, OBLIGATIONS AND RESPONSIBILITIES OF CLEARVIEW

- (i) To maintain Liability, Theft and Property Damage Insurance for The Subject Lands in accordance with standard Clearview Township guidelines for Parks;
- (ii) To pay any and all Taxes, if applicable, on The Subject Lands;
- (iii) To pay any and all utility costs (Water, Electricity and Sewer) for The Subject Lands;
- (iv) To provide garbage collection for The Subject Lands.
- (v) To Maintain the current Fountain works on the Subject Lands
- (vi) To Maintain the "Children's Dress-up Fountain" and Harmony piece installed on the Village Green.

DEFAULT PROVISIONS

- (i) A 'Material Breach' is defined as a non-compliance with any of the Commitments, Obligations and Responsibilities of the Foundation in Section (2), above;
- (ii) If The Foundation is notified in writing by Clearview as per the notice provisions in this agreement that a Material Breach has occurred, The Foundation has ninety (90) ninety days to return to compliance (correct the Material Breach) and provide evidence thereof to Clearview. If The Foundation is unable or unwilling to do so within ninety (90) days of notice being given, Clearview may, at its discretion, terminate this Agreement.

4. MISCELLANEOUS

(i) Program Coordinator Role

The Program Coordinator (PC) job description will be defined by the various community groups in Creemore with The Foundation having the final approval over the job description. This description will be reviewed annually by the Creemore Village Green Management Committee (hereinafter, 'MC') which will be appointed by The Foundation. The members of the MC will be comprised of independent Creemore area residents with proven community commitment.

The PC will report to the Chair of the MC and the PC will be on contract with The Foundation. The PC will coordinate the events that will take place in the Village Green together with the activities planned for Station on the Green to ensure a minimum of disruption for both parties with adjacent activities. In the event of a conflict of interest that remains unresolved it will be taken to the MC for mediation and all decisions shall be binding and final on all parties.

(ii) Annual Meeting

There will be an annual meeting held at the Township offices with two Foundation Directors and two representatives from the Township being the CAO and the General Manager, Parks and recreation. The objective of this meeting is to identify any issues with the Management Agreement, together with potential opportunities for the Village Green, as well as, provide an annual activity report.

(iii) Additional Capital Investment

Should The Foundation wish it make a material change to the design of the Village Green then it will be required to submit to Clearview for the approval to make such changes.

(iv) Any annual surplus of revenues over expenses will be placed into a separate account that will be used for future maintenance and capital replacement purposes.

(v) Any notices to be given under the Terms of this Agreement shall be in writing and shall be given to the applicable party by registered mail at the address as follows:

To Clearview: The Corporation of the Town of Clearview
PO Box 200
217 Gideon Street
Stayner, ON., LOM 1S0
Attention: The Clerk

To The Foundation: The Creemore Community Foundation
c/o Keith Boulter
172 Mill St, Suite E,
Creemore, On. LOM 1G0

(vi) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Each obligation expressed in this Agreement, even though not expressed as a covenant, shall be a covenant for all purposes. In witness whereof the parties hereto have hereunto executed this Agreement as of the day, month and year first written above.

The Creemore Community Foundation

I have the authority to bind the Corporation

Per: (Original Signed)

Name: Stuart Lazier Title:

Director

The Corporation of the Township of Clearview

I/We have the authority to bind the Corporation

Per: (Original Signed)

Name: Doug Measures

Title: Mayor

Per: (Original Signed)

Name: Pamela Fettes

Title: Director of Legislative Services/Clerk

**Schedule "B" to By-law 19-89
Creemore Village Green Construction Agreement**

This CONSTRUCTION AGREEMENT is dated and effective as of the 5th day of February , 2020

BY AND BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

(hereinafter referred to as 'Clearview')

-AND-

THE CREEMORE COMMUNITY FOUNDATION

(hereinafter referred to as 'The Foundation')

WHEREAS:

Clearview currently owns and maintains, in cooperation with the Creemore Horticultural Society, the Creemore Horticultural Park located on Mill Street which is part of the Station on the Green lands located at 10 Caroline Street East, Creemore;

The Foundation and Clearview are desirous of Clearview leasing the Creemore Horticultural Park and a further part of the Station on the Green Lands as more clearly defined and identified in the attached Schedule (the 'Leased Park Lands') to the Foundation for nominal consideration for a period of time, during which, the Foundation will make certain capital and other modifications to the Leased Park Lands together with the lands municipally known as 181 Mill Street, Creemore, ON.

It is anticipated that the Leased Park Lands, together with the lands municipally known as 181 Mill Street, Creemore, ON., will, after completion of the capital and other modifications, be the subject of a Management Agreement between Clearview and the Foundation

THEREFORE, in consideration of the making of this Agreement and the mutual covenants contained herein, the parties undertake, covenant and agree as follows:

1. CONSTRUCTION AGREEMENT TERMS:

- i) The Term of the Construction Lease shall be twelve (12) months, except as noted below in (ii);
- ii) The Foundation shall pay Clearview an annual lease payment in the amount of CA\$1.00 commencing on NOVEMBER 1st, 2019, and terminating on October 31st, 2020, unless the Parties jointly agree

in writing to lengthen or shorten the Term on terms as specified below,

- iii) If The Foundation continues in occupation of the Leased Park Lands with the consent of Clearview after the expiry of the Term of the Construction Lease, the Foundation shall be deemed to be leasing the Leased Park Lands on a month-to-month basis but otherwise on the same terms as set out in this Construction Lease and in Schedule A as annexed hereto;
- iv) If the Foundation gives Notice to Clearview and if Clearview accepts said Notice and the terms contained in the Notice, The Construction Lease Term may terminate earlier than October 31st, 2020;
- v) The Foundation will use the Leased Park Lands for construction of certain structures and related improvements as set out in Schedule A hereto and for no other purpose;

2. COMMITMENTS, OBLIGATIONS AND RESPONSIBILITIES OF THE FOUNDATION DURING THE TERM OF THE CONSTRUCTION LEASE

- (i) Provide all Project Management services for the construction of the new Village Green;
- (ii) Provide all designs, drawings and architectural plans for any alterations to the Leased Park Lands;
- (iii) Obtain all building and zoning Permits required for any alterations to the Leased Park Lands;
- (iv) Pay for all costs involved in contracting for, construction, performing and completing the alterations and improvements to the Leased Park Lands, and all other costs including those specified in Schedule A as annexed hereto except for the utility services provided to the site during construction;
- (v) Provide security of the Leased Park Lands during the term of the Construction Lease;
- (vi) Provide for the extraction, transportation, temporary replanting, maintenance and eventual replanting in the Leased Park Lands prior to the termination of the Construction Lease of all the plants, shrubs and trees presently located on the Leased park Lands and tended by the Creemore Horticultural Society

3. COMMITMENTS, OBLIGATIONS AND RESPONSIBILITIES OF CLEARVIEW DURING THE TERM OF THE CONSTRUCTION LEASE

- (i) Phase 1 Environmental Study to be completed by or before May 1, 2020
- (ii) Payment of Realty Taxes;
- (iii) Utility Costs during the term of the Lease;

Any notices to be given under the Terms of this Agreement shall be in writing and shall be given to the applicable party by registered mail at the address as follows:

To Clearview: The Corporation of the Town of Clearview
PO Box 200
217 Gideon Street
Stayner, ON., LOM 1S0
Attention: The Clerk

To The Foundation: The Creemore Community Foundation
c/o Keith Boulter
172 Mill St, Suite E,
Creemore, On. LOM 1G0

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Each obligation expressed in this Agreement, even though not expressed as a covenant, shall be a covenant for all purposes. In witness whereof the parties hereto have hereunto executed this Agreement as of the day, month and year first written above.

Whereas the purpose of this Construction Lease is to allow the Foundation, at its sole expense, to construct certain structures and make certain improvements upon the Leased Park Lands in accordance with the Proposed Village Park Green as presented to Clearview Town Council by the Foundation which, upon completion, will be merged with certain other directly adjoining lands (181 Mill Street) and will be governed by a Creemore Village Green Management Agreement.

The Foundation Covenants to:

- a) deliver to Clearview completed site plans to the satisfaction of the Township's Building official;
- b) deliver to Clearview complete lot grading, drainage and site plan information to the satisfaction of the Town Planner;
- c) enter into a Site Development Agreement in a form acceptable to the Township's Solicitor including all usual Site Development Agreement conditions which will include construction insurance, Construction Lien and contractual bonding in favour of Clearview;

Clearview Covenants that upon completion of the construction and payment of all costs by the Foundation, Clearview will accept and honour a termination of the Construction Lease in a favour of a Management Agreement between Clearview and the Foundation

The Creemore Community Foundation

Per: (Original Signed)

I have the authority to bind the Corporation

Name: Stuart Lazier

Title: Director

The Corporation of the Township of Clearview I/We

have the authority to bind the Corporation

Per: (Original Signed)

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