

BY-LAW NUMBER 17-117

OF

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

A By-law to enter into a partnership agreement with the Tree Society of Creemore.

WHEREAS Section 9 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

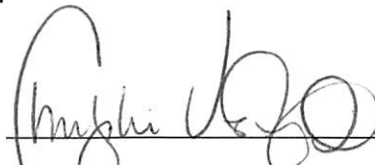
AND WHEREAS the Tree Society of Creemore has expressed a desire for Council to dissolve its status from a municipal service board to an independent body;

AND WHEREAS Council of the Township of Clearview and The Tree Society of Creemore, mutually wish to continue their partnership to maintain, protect and preserve a healthy tree canopy over the Village of Creemore;

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

1. That the Agreement attached hereto as "Schedule A" forms part of this By-law.
2. Authorizes the Mayor and Clerk to execute the agreement on behalf of the Corporation of the Township of Clearview.
3. That By-law 10-66, being a by-law to establish The Tree Society of Creemore as a Clearview Municipal Service Board be repealed.
4. That this by-law shall come into force and effect January 1, 2018.

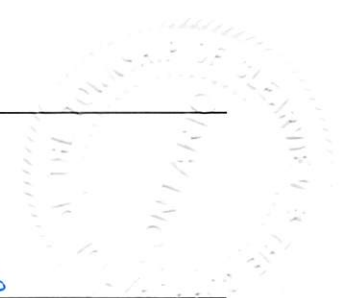
By-law Number 17-117 read a first, second and third time and finally passed this 11th day of December, 2017.



MAYOR



DIRECTOR OF LEGISLATIVE SERVICES/CLERK



SCHEDULE A TO BY-LAW 17 -117

AGREEMENT

The Township of Clearview has established a tree planting program through its regular municipal operations. Under the program, the Township may from time to time, receive assistance from outside organizations such as the Tree Society of Creemore with this program area.

This is an agreement between:

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

Hereinafter called the "Township"

And

THE TREE SOCIETY OF CREEMORE

Hereinafter called the "The Tree Society of Creemore or Organization"

Whereas, the Tree Society of Creemore has expressed a desire for Council to dissolve its status from a municipal service board to an independent body;

And Whereas, The Township and The Tree Society of Creemore, mutually wish to continue their partnership to maintain, protect and preserve a healthy tree canopy over the Village of Creemore;

Therefore, in consideration of the terms hereinafter stated, the Township and the Tree Society of Creemore agree as follows:

1. The Tree Society of Creemore will:

- Advise the Township on the condition of trees on public lands in Creemore with importance being attached to preserving the legacy of trees planted in the years since the foundation of the village.
- Recommend native and non-invasive species of trees to replenish a diverse and sustainable green canopy.
- Prepare an annual program, including: the planting, care of, pruning and removal of trees and shrubs on public property in coordination with Municipal Staff.

- Obtain permission for requested planting locations on municipal land and will work with Township staff to determine infrastructure locates.
2. The Tree Society of Creemore shall be fully responsible for the activities of its members and volunteer workers and shall provide all transportation, supervision, medical or first aid services required by its members and volunteers while they perform any field work necessary for this agreement.
 3. The Tree Society of Creemore shall inform its members and volunteers that it is a separate entity from the Township, and that participation in events or activities with The Tree Society of Creemore does not make them employees, agents or contractors of the Township. The Township does not assume any responsibility for injuries, claims, liabilities, suits or a combination thereof whatsoever arising from the events or activities undertaken by the Tree Society of Creemore. Such shall be deemed to be the sole responsibility of the Organization, its members and volunteers.
 4. The Tree Society of Creemore shall indemnify and save harmless the Township and its elected officials, employees and agents from any and all claims, demands, actions and cause whatsoever that may arise, directly or indirectly, out of any act or omission of the Tree Society of Creemore, its members or volunteers at its events or activities. The Tree Society of Creemore shall provide the Township with a Certificate of Insurance.
 5. In consultation with the Township, the Tree Society of Creemore will buy insurance coverage annually and will submit the invoice to the Township of payment. The Township agrees to pay the invoice within (30) days of receipt.
 6. Donations from the public may be received from time to time for the Township tree program specific to the Creemore Area where receipts are issued. In consultation with the Tree Society of Creemore, these donations will be put towards the Township's purchase of supplies and services including educational, to promote a healthy tree canopy program for the Creemore area.
 7. The Tree Society of Creemore agrees to negotiate the purchase of supplies on behalf of the Township up to the amount available in the budget for the tree program in the Creemore area.

8. The Township agrees to provide Township facilities at no cost for all Tree Society of Creemore bookings.
9. All financial records (as per regular year end procedures) agendas and minutes must be provided by the Tree Society of Creemore to the Township Treasurer within a month of signing this agreement.
10. Prior to this Agreement taking effect, the Township will work with the Treasurer of the Tree Society of Creemore to transfer the non-receipted funds to the newly established bank account for the Tree Society of Creemore. The remaining receipted funds will be earmarked for tree program specific to the Creemore Area.
11. The Township or the Tree Society of Creemore may revoke this agreement at any time if it is not serving the best interests of either party. This agreement can be reviewed at any time at the request of either party. The official address to notify each party is as follows:

Township of Clearview
P.O. Box 200
217 Gideon Street
Stayner, ON L0M 1S0

Tree Society of Creemore
P.O. Box 2073
Creemore, ON L0M 1G0

IN WITNESS WHEREOF, the Township and the Tree Society of Creemore have caused this agreement to be signed on their behalf by the persons who have been duly authorized for that purpose.

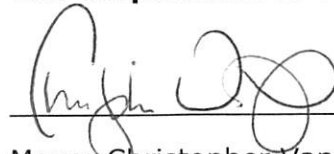
This agreement shall come into force and take effect on January 1, 2018.

SIGNED, SEALED AND DELIVERED

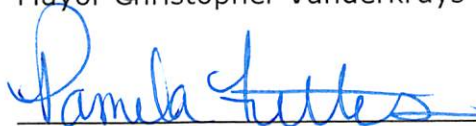
Dated this 19 day of December, 2017.

The Corporation of The Township of Clearview

PER



Mayor Christopher Vanderkruys



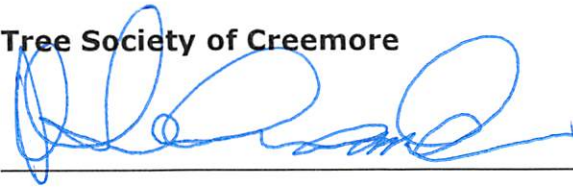
Pamela Fettes, Clerk





PER

Tree Society of Creemore

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke at the end, positioned above a horizontal line.

Tracey Kolowska

A handwritten signature in blue ink, featuring a large loop and a long horizontal stroke, positioned above a horizontal line.

Keith Mantesso