

May 9, 2008

CONFIDENTIAL PRINCIPLES OF COUNCIL SETTLEMENTMutual Release

- Upon acceptance of the terms and principles of the Council Settlement, all members of Council shall execute the attached Mutual Release.

Insurer

- o Insurer to seek release from Sharon Temple Museum Society and the Ontario Heritage Trust
- o Town requests Insurer to pay Wendy Shearer \$2,100 and Bruce Tree Expert \$5,777 on the basis that these reports were relied on by the Insurer in preparing its offer to the Temple
- o Town requests Insurer to pay \$15,000 towards George Rust-D'Eye costs, on the basis that that portion of his bill is attributable to legal opinion alone and that the Insurer would have utilized that legal opinion
- o Town requests Insurer to pay \$12,000 towards Mayor and Councillor Johnston legal costs. Both the Town Solicitor and Mr. Rust-D'Eye had advised them to seek independent counsel. The costs of such counsel were exacerbated by the Conflict of Interest Act which had the effect of preventing the face to face discussion amongst all of Council which would more effectively have led to a solution.
- o Mayor Young and Councillor Johnston commit to cover the insurance deductible of \$5,000 equally.

Fundraisers

- o \$25,000/year capital targeted contribution to the Temple for three years for repairs to the Temple building.
- o other funds may be used to recompense other costs related to the tree incident to ensure Council commitment that taxpayer will not incur costs - Town legal expenses, consultant fees, additional site remediation, joint planning and development of the Civic Square and Temple lands and community initiatives.
- o Mayor Young and Councillor Johnston may choose to be reimbursed for their legal costs through the 2008 fundraiser.

Region

- o Staff to work with York Region to see if the request for \$1,200 security can be replaced with an acknowledgement that the Town/Temple/Ontario Heritage Trust/Region planning process will ensure that the site is remediated to the satisfaction of the Region, accompanied by a release if appropriate. If the Mayor does provide the security deposit, staff will use best efforts to have it returned as soon as possible, or at the very least when site remediation is completed.

Council Liaison to Temple Board

- The Mayor would be Council Liaison to the Temple Board for the term ending November 30, 2010. The role of Council Liaison would be to represent Council's position to the Board. The Liaison would speak to strategic and joint site planning matters, not operation matters. Council will also appoint an alternate Council liaison.

Staff Liaison

- A staff support liaison will be appointed for the purpose of discussions and the scheduling of meetings between the Town and the Temple. An alternate staff support liaison will also be appointed.
- The staff liaison person will not be a member of the Board and will not have a vote at Board meetings.

Mayor Young's Compensation

- Mayor Young shall be reimbursed for the difference between the Council salary adjustment of \$10,500, less the lease payments made for the hybrid vehicle in 2007
- There will be a review of Mayor and Council remuneration for 2008, with an expressed view of increasing the Mayor's salary.

Strategic Council Education Sessions

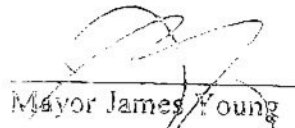
- Two Council Education Sessions will be held each year within the Town of East Gwillimbury under the *Municipal Act* to discuss vision and strategic priorities.

Other


- The reports and documents with regard to this matter on the Town's website will have the George Rust-D'Eye report added for 30 days, including a statement indicating that all issues discussed in the report have been resolved to everyone's satisfaction and no further action will be taken. All reports will be relocated on the website for an additional 30 days, and then removed.
- Follow up of the CAO's letter to Mayor Young and Councillor Johnston re health and safety issues to indicate that no further action need be taken regarding this incident.
- Clarification of roles and responsibilities of Mayor and Councillors (job descriptions) with reference to the *Municipal Act*
- An accord with senior management respecting roles and responsibilities
- There will be a transfer of the current Executive Assistant to the Mayor and Members of Council within the administration.
- Allegations made to the Manager of Human Resources regarding isolated incidents relating to Councillors Hackson and Hauseman will be withdrawn and removed from the record.

Confidentiality

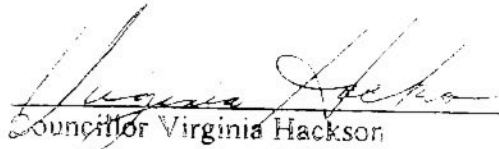
All terms and conditions of this settlement shall remain confidential.



Mayor James Young



Councillor Cathy Morton



Councillor Virginia Hackson



Councillor Marlene Johnston



Councillor Jack Hauseman