

**Corporation of the Municipality of West Grey**

**By-law Number 35 - 2018**

**Being,** A by-law to enter into a Butter Tarts & Buggies Agreement between the Municipality of West Grey, Township of Wellington North, Township of Southgate, Town of Minto, and Township of Mapleton;

**Whereas,** the Municipal Act, S.O. 2001, Chapter 25, section 20, as amended, allows one or more municipalities to enter into an agreement to jointly provide for any matter which all of them have the power to provide within their boundaries;

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

1. That the Mayor and Clerk are hereby authorized to enter into a Butter Tarts & Buggies Agreement between the Municipality of West Grey, Township of Wellington North, Township of Southgate, Town of Minto, and Township of Mapleton.
2. That the Agreement, attached as Schedule "A", hereto becomes part of this by-law.
3. That this by-law shall come into force and effect on the date of passing thereof.

Read a first and second time this 5<sup>th</sup> day of March, 2018.

Read a third time and finally passed this 5<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
(Signed)  
Kevin Eccles, Mayor

\_\_\_\_\_  
(Signed)  
Mark Turner, Clerk

**Schedule "A" to By-law Number 35 - 2018**

**Municipality of**



**Butter Tarts & Buggies Agreement – Township of Wellington North, Township of Southgate, Town of Minto, Township of Mapleton, and Municipality of West Grey**

# BUTTER TARTS & BUGGIES: EXPLORE THE SIMPLER LIFE



## AGREEMENT

BETWEEN:

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH**  
hereinafter called "Wellington North" of the First Part;

And

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**  
hereinafter called "Southgate" of the Second Part;

And

**THE CORPORATION OF THE TOWN OF MINTO**  
hereinafter called "Minto" of the Third Part;

And

**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**  
hereinafter called "Mapleton" of the Fourth Part;

And

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY**  
hereinafter called "West Grey" of the Fifth Part;

**WHEREAS** each of the Parties hereto wishes to clarify its obligations to the other Party with respect to the "Butter Tart & Buggies: Explore the Simpler Life" Tourism Promotion providing a unified approach to attracting visitors to the region by clustering our assets as they relate to the promotion of local food and accommodations, promotion of butter tarts and butter tart themed products, hand crafters and the horse and buggy culture related businesses and equine industry;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants of each Party, the one with the other, the Parties hereto covenant and agree as follows:

1. The creation of the Butter Tarts & Buggies promotion shall be jointly organized, facilitated and promoted by the parties hereto with all parties to have equal rights, and shall be under the management and control of the Economic Development Representatives of Wellington North, Southgate, Minto, Mapleton & West Grey.

2. It is agreed that a Steering Committee shall be created to direct development of the promotion and associated budget that shall be comprised of party representatives from the five municipalities.
3. It is agreed that Wellington North, Southgate, Minto, Mapleton and West Grey will each make a \$2,500.00 annual contribution to the creation and ongoing delivery of the promotion; unless otherwise agreed upon.
4. Wellington North shall act as the accountant, including all banking tasks, for the "Butter Tarts & Buggies: Explore the Simpler Life" promotion, on behalf of all partners and will provide semi-annual updates to the Steering Committee.
5. In the case of actual "Butter Tarts & Buggies: Explore the Simpler Life" expenditures being under- or over-budget, the Parties shall mutually agree on how to handle the situation.
6. Minto shall be the lead for the overall Marketing and Promotions of "Butter Tarts & Buggies: Explore the Simpler Life" and coordinate all Social Media, web-site and general communications on behalf of the parties. Each municipality will be responsible to provide Minto with information to share on the web-site, etc.
7. It is agreed that criteria shall be developed as a pre-requisite for businesses to be featured in the promotion. The credibility and sustainability of the promotion will depend on businesses being able to deliver an exceptional experience that is compelling and authentic to the region.
8. It is agreed that a membership fee will not be applied to participating business members for inclusion in the promotion. It is also agreed that each municipality should have equal representation, (10) in the promotion and that only businesses that meet the above-mentioned criteria will be allowed. If there is a disagreement amongst the parties on whether or not a business meets the criteria a majority vote will rule.
9. Should the Steering Committee agree that a business from outside of the participating area be allowed into the promotion an annual membership fee of \$300.00 will be charged. It is agreed that only businesses "bordering" one of the party's would be eligible for participation. Any disagreement will be subject to a majority vote.
10. It is agreed that this agreement shall be for a period of 2 years commencing March 1st 2018 and expiring on February 29<sup>th</sup>, 2020. At that time the agreement will be reviewed and may be extended by agreement of all parties.
11. The parties agree that this agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).

12. It is further agreed that should a party request not to continue their participation in the promotion, the promotion will not dissolve from that geographic area until review of the agreement on the identified date. In this circumstance, it is agreed that the identified participating business members will incur the \$300.00 membership fee to continue their participation.

13. The following performance measures will determine the success of the program:

- Increased visits
- Increased visitor spend
- Impressions and click through rates for social and digital advertising
- Circulation statistics for print advertising
- Discounts or special gifts redeemed by visitors who have presented the Butter Tarts & Buggies guide at the participating business
- Media mentions
- Google Analytics
- Social media metrics
  - Hashtag shares, photos uploaded by consumers
- Feedback from participating businesses and consumers

**IN WITNESS WHEREOF** each of the parties hereto affixed its corporate seal as attested to by the proper officers duly authorized in that behalf;

**SIGNED** and sealed \_\_\_\_\_, 2018

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**

\_\_\_\_\_  
Andy Lennox, Mayor

\_\_\_\_\_  
Michael Givens, Chief Administrative Officer

**SIGNED** and sealed \_\_\_\_\_, 2018

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**

\_\_\_\_\_  
Anna-Marie Fosbrooke, Mayor

\_\_\_\_\_  
Dave Milliner, Chief Administrative Officer

SIGNED and sealed \_\_\_\_\_, 2018

**THE CORPORATION OF THE TOWN OF MINTO**

\_\_\_\_\_  
George Bridge, Mayor

\_\_\_\_\_  
Bill White, Chief Administrative Officer / Clerk

SIGNED and sealed \_\_\_\_\_, 2018


**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

\_\_\_\_\_  
Neil Driscoll, Mayor

\_\_\_\_\_  
Manny Baron, Chief Administrative Officer

SIGNED and sealed March 5, 2018

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY**

  
\_\_\_\_\_  
Kevin Eccles, Mayor

  
\_\_\_\_\_  
Laura Johnston, Chief Administrative Officer