

**THE CORPORATION OF THE TOWNSHIP OF ESSA  
REGULAR COUNCIL MEETING  
WEDNESDAY, JULY 3, 2019**

**AGENDA**

**1. OPENING OF MEETING BY THE MAYOR**

**2. DISCLOSURE OF PECUNIARY INTEREST**

**3. ADOPTION OF PREVIOUS MINUTES AND MOTIONS**

- p. 1 Recommendation: *Be it resolved that the motions duly passed and approved at the Committee of the Whole meeting of this date be approved; and That the minutes of the Special Meeting, Committee of the Whole and Regular Council meetings held on the 19<sup>th</sup> day of June, 2019 be adopted as circulated.*

**4. CONSENT AGENDA**

Recommendation: *Be it resolved that the items listed in the Consent Agenda dated July 3, 2019 be approved as presented, and that the necessary action be taken.*

**5. COMMITTEE REPORTS**

p. 14 **a. Essa Public Library Board**

Recommendation: *Be it resolved that the minutes of the Essa Public Library Board from their meeting of May 27, 2019 be received.*

p. 22 **b. Nottawasaga Police Services Board**

Recommendation: *Be it resolved that the minutes of the Nottawasaga Police Services Board from their meeting of May 29, 2019 be received.*

**6. PETITIONS**

**7. MOTIONS AND NOTICES OF MOTIONS**

- a. Proclamation – Fierte Simcoe Pride – July 29 – August 11, 2019  
(Flag Raising Ceremony to be held at the Administration Centre on  
Thursday August 1<sup>st</sup>, 2019 – 8:30 a.m.)**

Recommendation: *WHEREAS 2019 marks the Eighth Annual Fierte Simcoe pride; and  
WHEREAS the purpose of Fierte Simcoe Pride is to create a safe and inclusive  
County of Simcoe that supports gender and sexual diversity through services,  
activities and events; and*

*WHEREAS Gilbert Baker designed the Rainbow Pride flag in 1978, which is now a symbol of the Pride Movement and the advancement of human rights for sexual orientation, gender identity and expression, and sex characteristics, with red signifying life, orange signifying healing, yellow signifying sunlight, green signifying nature, blue signifying serenity, peace and harmony, and finally purple signifying spirit; and*

*WHEREAS the Rainbow Flag is raised in the County of Simcoe to honour gender and sexual diversity; and*

*WHEREAS Fierte Simcoe Pride was established on May 13, 2012, with a mission to create and offer inclusive events, services, and programs that celebrate diversity of gender and sexual identities, promoting safe communities within the County of Simcoe; and*

*WHEREAS Fierte Simcoe Pride is filled with numerous events and activities that focus on education, awareness, community development, creative expression and fun for the whole family.*

*NOW THEREFORE BE IT RESOLVED Council of the Corporation of the Township of Essa hereby proclaims the week of July 29, 2019 to August 11, 2019 as Fierte Simcoe Pride.*

**b. Stonemount Developments Inc.**

*Recommendation: WHEREAS pursuant to a Subdivision Agreement dated the 3<sup>rd</sup> day of April, 2006, and registered June 30, 2006, the Township agreed to the development of a residential plan of subdivision on lands in the Township described as Lots 1 through 99, Blocks 100 through 133, on Plan 51M-844; and*

*WHEREAS Stonemount Developments Inc. has met all of the obligations set out in the Subdivision Agreement as well as all Subdivision Agreement Amendments and the Township has fulfilled its obligations to require Stonemount Developments Inc. to comply with the Subdivision Agreement registered as Instrument No. SC453367, as well as, all Subdivision Agreement Amendments set out herein and all requirements have been completed to date.*

*NOW THEREFORE BE IT RESOLVED THAT the Township of Essa and its successors release and forever discharge Stonemount Developments Inc., their successors and assigns, and Stonemount Developments Inc., their successors and assigns release and forever discharge The Corporation of the Township of Essa and its successors, from the enforcement of the performance of the terms of a Subdivision Agreement made between The Corporation of the Township of Essa and Stonemount Developments Inc. dated the 3<sup>rd</sup> day of April, 2006 and registered in the Land Registry Office on the 30<sup>th</sup> day of June, 2006 as Instrument No. SC453367 and all Subdivision Agreement Amendments including Subdivision Agreement Amendment #1, Subdivision Agreement Amendment #3, Subdivision Agreement Amendment #4, Subdivision Agreement Amendment #5 and affecting the lands and premises set out above and provide for a Mutual General Full and Final Release of which the Mayor and Clerk are authorized to execute.*

**8. UNFINISHED BUSINESS**

**9. BY-LAWS**

p. 81 **a. By-law 2019-60**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-60, that being a By-law to authorize the execution of a Lease Agreement with Signum Wireless Corporation and to allow for the installation of a Telecommunications Tower at 135 King St, Angus; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

p. 103 **b. By-law 2019-61**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-61, that being a By-law to authorize the Mayor and Clerk to enter into a Lease Agreement with E3 Community Services for use of the interior building known locally as "The Angus Youth Centre", located at 8527 County Road 10, Angus; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

**10. QUESTIONS**

**11. CLOSED SESSION**

Recommendation: *Be it resolved that Council proceed to a Closed Session in order to address matters pertaining to:*

- the security of the property of the Municipality or local board;*
- personal matters about an identifiable individual, including Municipal or local board employees;*
- a proposed or pending acquisition or disposition of land for Municipal or local board purposes;*
- labour relations or employee negotiations;*
- litigation or potential litigation, including matters before administrative tribunals, affecting the Municipality or local board;*
- advice that is subject to solicitor/client privilege, including communications necessary for that purpose;*
- a matter in respect of which a Council, Board, Committee or other body has authorized a meeting to be closed under another Act;*
- Information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown Agency of any of them;*
- a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;*
- a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value;*

- ❑ *a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board;*
- ❑ *the subject matter relates to the consideration of a request under the Municipal Freedom of Information and Protection of Privacy Act;*
- ❑ *an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the Ombudsman Act, an Ombudsman referred to in subsection 223.13 (1) or the investigator referred to in subsection 239.2 (1) of the Municipal Act 2001, as amended;*
- ❑ *If the meeting is held for the purpose of educating or training the members.*

## 12. CONFIRMATION BY-LAW

### p. 110 **By-law 2019-62**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-62, that being a By-law to confirm the proceedings of the Council and Committee of the Whole meetings held on this 3<sup>rd</sup> day of July, 2019; and that said By-law be read a first, and taken as read a second and third time and finally passed.*

## 13. ADJOURNMENT

Recommendation: *Be it resolved that this meeting of the Council of the Township of Essa adjourn at \_\_\_\_\_ p.m. to meet again on the 4<sup>th</sup> day of September, 2019 following Committee of the Whole.*

**THE CORPORATION OF THE TOWNSHIP OF ESSA  
SPECIAL MEETING OF COUNCIL MINUTES**

**WEDNESDAY JUNE 19, 2019**

A Special Meeting of Council was held on Wednesday, June 19, 2019 in the Council Chambers of the Administration Centre. The purpose of the meeting was for consideration of a matter respecting the following:

- Litigation or Potential Litigation [Municipal Act, s. 239(2)(e)]; and
- Advice Subject to Solicitor-Client Privilege [Municipal Act, s. 239(2)(f)].

In attendance: Mayor Sandie Macdonald  
 Deputy Mayor Michael Smith  
 Councillor Keith White  
 Councillor Henry Sander  
 Councillor Ron Henderson

Guests in attendance: Paul Rabinovitch, Township Solicitor  
 Doug Hevenor, CAO, NVCA  
 Daniel Dyce, Regulations Technician, NVCA  
 Chris Hibberd, Director Watershed Management Services, NVCA

Staff in attendance: C. Healey-Dowdall, Chief Administrative Officer  
 B. Morrison, Manager of Public Works  
 L. Lehr, Clerk

**1. OPENING OF MEETING BY THE MAYOR**

Mayor Macdonald opened the meeting at 5:00 p.m.

**2. DISCLOSURE OF PECUNIARY INTEREST**

None.

**CONSIDERATION OF ITEMS REQUIRING DISCUSSION AND GENERAL NATURE THEROF:**

**3. CLOSED SESSION**

**Resolution No: SCW013-2019 Moved by: White                      Seconded by: Henderson**

*Be it resolved that Council proceed to a Closed Session in order to address matters pertaining to Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and, advice that is subject to solicitor-client privilege, including communications necessary for that purpose.*

**----Carried----**

Council proceeded into Closed Session at 5:02 p.m.

**MOTION TO RISE AND REPORT**

**Resolution No: SCW014-2019 Moved by: Smith      Seconded by: Henderson**

*Be it resolved that Council rise and report from the Closed Session Meeting at 6:03 p.m.*

**----Carried----**

- a. **LITIGATION OR POTENTIAL LITIGATION s. 239(2)(e)  
ADVICE SUBJECT TO SOLICITOR-CLIENT PRIVILEGE s. 239(2)(f)  
Verbal Report from the Township’s Solicitor, Re: 6651 3<sup>rd</sup> Line.**

**Resolution No: SCW015-2019 Moved by: Sander      Seconded by: White**

*Be it resolved that the advice provided from the Township’s solicitor in regards to litigation or potential litigation be received; and  
That the Township’s solicitor and members of staff proceed as directed by Council.*

**----Carried----**

**4. CONFIRMATION BY-LAW**

**By-law 2019-53**

**Resolution No: SCW016-2019 Moved by: Sander      Seconded by: White**

*Be it resolved that leave be granted to introduce By-law 2019-53, that being a By-law to confirm the proceedings of the Special Meeting of Council held on this 19<sup>th</sup> day of June, 2019; and that said By-law be read a first, and taken as read a second and third time and finally passed.*

**----Carried----**

**5. ADJOURNMENT**

**Resolution No: SCW017-2019 Moved by: Smith      Seconded by: Henderson**

*Be it resolved that this Special Meeting of Council of the Township of Essa adjourn at 6:03 p.m.*

**----Carried----**

\_\_\_\_\_  
Sandie Macdonald, Mayor

\_\_\_\_\_  
Lisa Lehr, Clerk

**THE CORPORATION OF THE TOWNSHIP OF ESSA  
COMMITTEE OF THE WHOLE**

**WEDNESDAY, JUNE 19, 2019  
6:00 p.m.**

**MINUTES**

A Committee of the Whole meeting was held on Wednesday June 19, 2019 in the Council Chambers of the Administration Centre, Township of Essa.

In attendance: Mayor Sandie Macdonald  
Deputy Mayor Michael Smith  
Councillor Keith White  
Councillor Henry Sander  
Councillor Ron Henderson

Staff in attendance: C. Healey-Dowdall, Chief Administrative Officer  
A. Powell, Manager of Planning and Development  
B. Morrison, Manager of Public Works  
C. Traynor-Richter, Manager of Finance  
C. Ross Tustin, Fire Chief  
S. Archibald, Recreation Programmer/Booking Clerk  
L. Lehr, Clerk

**1. OPENING OF MEETING BY THE MAYOR**

Mayor Macdonald opened the meeting at 6:03 p.m.

**2. DISCLOSURE OF PECUNIARY INTEREST**

Deputy Mayor Smith declared an indirect interest on Item 7(a) as he has an active fill permit.

**3. DELEGATIONS / PRESENTATIONS / PUBLIC MEETINGS**

**a. Delegation**

**Re: Ontario Tree Seed Facility – The Second Century Plan**

Susan Antler, Friends of Utopia Mill and Park (on behalf of AWARE Essa)

Susan Antler was in attendance on behalf of AWARE Essa to provide Council with an overview of "The Second Century Plan" (repurposing of the Ontario Tree Seed Facility into a second century hub). She reviewed some of the resources currently available on the 25 acres of property located at the Ontario Tree Seed Facility (lead certified office in building, new boiler system, heritage barn on the property, etc.). Susan requested Council's support of a proposal being put forward by AWARE Essa to the Province that would show a collaboration between government offices and non-profit groups focussing on education, tourism, community services and economic development.

Mayor Macdonald thanked Susan for her presentation.

**STAFF REPORTS**

- 4. **PLANNING AND DEVELOPMENT**
- 5. **PARKS AND RECREATION/ COMMUNITY SERVICES**
- 6. **FIRE AND EMERGENCY SERVICES**
- 7. **PUBLIC WORKS**

Deputy Mayor Smith declared an indirect interest on this Item as he has an active fill permit. He vacated his seat for this portion of the meeting and did not vote or participate in any discussion on the Item.

- a. **Staff Report PW021-19 submitted by the Manager of Public Works, re: Requested Exemption to By-law 2015-64 for the Placement of Fill at 5851 10<sup>th</sup> Sideroad, Egbert.**

**Resolution No: CW132-2019 Moved by: Sander Seconded by: White**

*Be it resolved that Staff Report PW021-19 be received; and  
That Council deny the applicant's request for an exemption to By-law 2015-64 for the placement of fill at 5851 10<sup>th</sup> Sideroad, Egbert.*

----Carried----

Deputy Mayor Smith resumed his seat for the remainder of the meeting.

- b. **Staff Report PW026-19 submitted by the Manager of Public Works, re: Purchase of New 2019 One Ton Crew Cab Truck with Dump Box.**

**Resolution No: CW133-2019 Moved by: Sander Seconded by: Henderson**

*Be it resolved that Staff Report PW026-19 be received; and  
That Council approve the purchase of a 2019 Ford F450 with dump box from Hanna Motor Sales Co. Limited in Collingwood at a cost of \$68,116.00 plus H.S.T.; and  
That the Manager of Public Works be authorized to issue a purchase order for this truck.*

----Carried----



- c. **Staff Report PW027-19 submitted by the Manager of Public Works, re: RFQ Tender Results – Concrete Elevated Generator Pad (Sewage Pump Station #1 – 131 Elizabeth Street).**

Motion as Amended:

**Resolution No: CW134-2019 Moved by: Sander      Seconded by: White**

*Be it resolved that Staff Report PW027-19 be received; and  
That the tender as submitted by Rowland Concrete Services in the amount of \$56,793.80 (plus H.S.T.) be accepted, as per Township specifications; and  
That the Manager of Public Works be authorized to arrange for the necessary works to be completed; and  
That the funds for this Project be taken from the Water and Sewer Reserves.*

----Carried----

**8. FINANCE**

- a. **Staff Report TR016-19 submitted by the Tax Collector, re: Request to Write Off/Adjust 2019 Taxes.**

**Resolution No: CW135-2019 Moved by: Henderson      Seconded by: Smith**

*Be it resolved that Staff Report TR016-19 be received; and  
That the Tax Collector be authorized to adjust taxes on the accounts listed on Schedule "A" of this report.*

----Carried----

**9. CLERKS / BY-LAW ENFORCEMENT / IT**

- a. **Staff Report C024-19 submitted by the Clerk, re: Canada Day Advertisement.**

**Resolution No: CW136-2019 Moved by: White      Seconded by: Smith**

*Be it resolved that Staff Report C024-19 be received; and  
That Council approve the Canada Day Advertisement as amended; and  
That Council authorize staff to advertise in the Alliston Herald, Borden Citizen and Simcoe County Farm View.*

----Carried----

- b. **Staff Report C026-19 submitted by the Clerk, re: Cat Licensing.**

Motion as Amended:

**Resolution No: CW137-2019 Moved by: White      Seconded by: Sander**

*Be it resolved that Staff Report C023-19 be received; and  
That staff bring forward a further report in regards to Animal Control.*

----Carried----

**10. CHIEF ADMINISTRATIVE OFFICER (C.A.O.)**

- a. **Staff Report CAO021-19 submitted by the Chief Administrative Officer, re: HR Downloads Computer Software to Assist with Human Resource Functions.**

**Resolution No: CW138-2019 Moved by: Smith      Seconded by: Sander**

*Be it resolved that Staff Report CAO021-19 be received; and  
That Council authorize the purchase of HR Downloads to assist with human resource fundamentals, on-line employee training and policy manual organization at a cost of \$3,643.00 plus H.S.T. for a one year term for the HR Complete package.*

**----Carried----**

- b. **Staff Report CAO030-19 submitted by the Chief Administrative Officer, re: Thornton Arena Roof Replacement Tender Results.**

**Resolution No: CW139-2019 Moved by: Henderson      Seconded by: White**

*Be it resolved that Staff Report CAO030-19 be received; and  
That the quotation as submitted by Can-Sky Roofing and Sheet Metal Inc. for the Thornton Arena Roof Retro-Fit Contract No. 219029 be accepted in the amount of \$307,052.64 (including HST) as per Township specifications, contingent upon WSIB Clearance Certificate and a copy of Insurance being provided to the Municipality; and  
That the Chief Administrative Officer and/or Manager of Parks and Recreation be authorized to arrange for the necessary works to be completed.*

**----Carried----**

- c. **Staff Report CAO031-19 submitted by the Chief Administrative Officer, re: Parks and Recreation Programs – Costs/Rates.**

**Resolution No: CW140-2019 Moved by: White      Seconded by: Sander**

*Be it resolved that Staff Report CAO031-19 be received; and  
That Council approve increasing the cost of programs, the same as recent ice rate increases in the amount of 3% effective immediately.*

**----Carried----**

**11. OTHER BUSINESS**

**Bill 108 – More Homes, More Choices Act, 2019**

Council requested a report from staff regarding an overview of Bill 108.

**12. ADJOURNMENT**

**Resolution No: CW141-2019 Moved by: Smith      Seconded by: Henderson**

*Be it resolved that this meeting of Committee of the Whole of the Township of Essa adjourn at 7:03 p.m. to meet again on the 3<sup>rd</sup> day of July, 2019 at 6:00 p.m.*

**----Carried----**

\_\_\_\_\_  
Sandie Macdonald, Mayor

\_\_\_\_\_  
Lisa Lehr, Clerk

**THE CORPORATION OF THE TOWNSHIP OF ESSA  
REGULAR COUNCIL MEETING  
WEDNESDAY, JUNE 19, 2019**

**MINUTES**

A Regular Council meeting was held on Wednesday, June 19, 2019 in the Council Chambers of the Administration Centre, Township of Essa.

In attendance: Mayor Sandie Macdonald  
Deputy Mayor Michael Smith  
Councillor Keith White  
Councillor Henry Sander  
Councillor Ron Henderson

Staff in attendance: C. Healey-Dowdall, Chief Administrative Officer  
A. Powell, Manager of Planning and Development  
B. Morrison, Manager of Public Works  
C. Traynor-Richter, Manager of Finance  
C. Ross Tustin, Fire Chief  
L. Lehr, Clerk

**1. OPENING OF MEETING BY THE MAYOR**

Mayor Macdonald opened the meeting at 7:03 p.m.

**2. DISCLOSURE OF PECUNIARY INTEREST**

Deputy Mayor Smith declared an indirect interest on Items 7(a) and 9(b) as he has an active fill permit.

**3. ADOPTION OF PREVIOUS MINUTES AND MOTIONS**

**Resolution No: CR142-2019 Moved by: Smith Seconded by: Sander**

*Be it resolved that the motions duly passed and approved at the Committee of the Whole meeting of this date be approved; and  
That the minutes of the Committee of the Whole and Regular Council meetings held on the 5<sup>th</sup> day of June, 2019 be adopted as circulated.*

----Carried----

**4. CONSENT AGENDA**

**Resolution No: CR143-2019 Moved by: Smith Seconded by: Sander**

*Be it resolved that the items listed in the Consent Agenda dated June 19, 2019 be approved as presented, and that the necessary action be taken.*

----Carried----

5. COMMITTEE REPORTS

a. Essa Public Library Board

Resolution No: CR144-2019 Moved by: White Seconded by: Smith

*Be it resolved that the minutes of the Essa Public Library Board from their meeting of April 29, 2019 be received.*

----Carried----

6. PETITIONS

7. MOTIONS AND NOTICES OF MOTIONS

Deputy Mayor Smith declared an indirect interest on Item 7(a) as he has an active fill permit. He vacated his seat for this portion of the meeting and did not vote or participate in any discussion on the Item.

a. Site Alteration and Fill

Recorded Vote requested by Mayor Macdonald

Resolution No: CR145-2019 Moved by: White Seconded by: Sander

*WHEREAS at its meeting of September 16, 2015, Council adopted a Site Alteration and Fill By-law 2015-64, that being a By-law to prohibit or regulate the placing or dumping of fill, soil stripping and/or alteration to the grade of lands in areas of the Township of Essa; and*

*WHEREAS Council of the Township of Essa wishes to renew its support for enforcement of Site Alteration and Fill By-law No. 2015-64;*

*NOW THEREFORE BE IT RESOLVED THAT Council hereby confirms that no exemptions or fill permits shall be granted to any applicants with respect to applications for Fill Permits until such time as Council has received a staff report on By-law 2015-64 and considered the recommendations of staff concerning Site Alteration and Fill.*

In Favour (of Motion)

Councillor White  
Councillor Sander  
Mayor Macdonald

Opposed (to Motion)

Councillor Henderson

Abstained from Vote due to Conflict

Deputy Mayor Smith

----Carried----

Deputy Mayor Smith resumed his seat.

**b. Ontario Tree Seed Facility (OTSF)****Resolution No: CR146-2019 Moved by: Smith Seconded by: White**

*WHEREAS* Essa Township has hosted the Ontario Tree Seed Facility (OTSF) for the past 97 years in the heart of Angus for the purpose of restoring and serving the forests of Ontario; and

*WHEREAS* the OTSF has ceased operating, however, the lands, buildings and features remain as significant to the Municipality and present a new opportunity to serve as a hub and provide for needed public space;

*NOW THEREFORE BE IT RESOLVED THAT* Council of the Township of Essa supports in principle, working with an array of government ministries and public service organizations to collaborate to develop opportunities for the site which are financially sustainable.

----Carried----

**8. UNFINISHED BUSINESS****9. BY-LAWS****a. By-law 2019-54****Resolution No: CR147-2019 Moved by: Smith Seconded by: White**

*Be it resolved that leave be granted to introduce By-law 2019-54, that being a By-law to appoint a Manager of Public Works for the Corporation of the Township of Essa; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

----Carried----

Deputy Mayor Smith declared an indirect interest on Item 9 (b) as he has an active fill permit. He vacated his seat for this portion of the meeting and did not vote or participate in any discussion on the Item.

**b. By-law 2019-55****Resolution No: CR148-2019 Moved by: White Seconded by: Sander**

*Be it resolved that leave be granted to introduce By-law 2019-55, that being a By-law to amend the Township of Essa's Site Alteration and Fill By-law (2015-64); and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

----Carried----

Deputy Mayor Smith resumed his seat.

**c. By-law 2019-56**

**Resolution No: CR149-2019 Moved by: Smith Seconded by: White**

*Be it resolved that leave be granted to introduce By-law 2019-56, that being a By-law to establish and assume for public highway purposes Block 70, Plan 51M-1129, Township of Essa, County of Simcoe; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

**----Carried----**

**d. By-law 2019-57**

**Resolution No: CR150-2019 Moved by: White Seconded by: Smith**

*Be it resolved that leave be granted to introduce By-law 2019-57, that being a By-law to authorize the execution of and enter into an Extra-Strength (Sewer) Surcharge Agreement with Georgian Bay Creation Services Limited located at 207 Mill Street, being Lot 26, Plan 1416, Township of Essa, County of Simcoe; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

**----Carried----**

**e. By-law 2019-58**

**Resolution No: CR151-2019 Moved by: Smith Seconded by: Henderson**

*Be it resolved that leave be granted to introduce By-law 2019-58, that being a By-law to authorize the execution of and enter into an amending Earthworks Agreement with Brookfield Residential (Ontario) Limited for Part Lot 16, Concession 4, being Parts 1 and 2 on Plan 51R-41377, Township of Essa, County of Simcoe, being all of PIN 58990-0115 (LT), Phase 1 on unregistered M-Plan: Lots 1-119 inclusive, Blocks 120-122 inclusive and Henderson Street, Shorey Lane, Edgar Avenue and Felhazi Trail and Phase 2 on unregistered M-Plan: Lots 1-134 inclusive, Blocks 135 & 136 and Henderson Street and Cochrane Crescent; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

**----Carried----**

**10. QUESTIONS**

**11. CLOSED SESSION**

**Resolution No: CR152-2019 Moved by: Sander Seconded by: Smith**

*Be it resolved that Council proceed to a Closed Session in order to address matters pertaining to personal matters about an identifiable individual, including Municipal or local board employees; labour relations or employee negotiations; and, litigation or potential litigation, including matters before administrative tribunals, affecting the Municipality or local board.*

**----Carried----**

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Council moved into Closed Session at 7:13 p.m.

**MOTION TO RISE AND REPORT FROM CLOSED SESSION MEETING OF JUNE 19<sup>TH</sup>, 2019.**

**Resolution No: CR153-2019 Moved by: Sander Seconded by: Smith**

*Be it resolved that Council rise and report from the Closed Session Meeting at 7:21 p.m.*

----Carried----

- a. **LITIGATION OR POTENTIAL LITIGATION [s. 239(2)(e)]**  
**Confidential Staff Report CAO032-19 submitted by the Chief**  
**Administrative Officer, re: Paterson v. Essa et al.**

**Resolution No: CR154-2019 Moved by: Sander Seconded by: Smith**

*Be it resolved that Confidential Staff Report CAO032-19 be received for information.*

----Carried----

- b. **IDENTIFIABLE INDIVIDUALS [s. 239(2)(b)]**  
**LABOUR RELATIONS OR EMPLOYEE NEGOTIATIONS [s. 239(2)(d)]**  
**Confidential Staff Report CAO033-19 submitted by the Chief**  
**Administrative Officer, re: Position of Manager of Parks and Recreation.**

**Resolution No: CR155-2019 Moved by: Smith Seconded by: White**

*Be it resolved that Confidential Staff Report CAO033-19 be received; and That the Chief Administrative Officer be authorized to proceed with Option No. 2 as outlined in this Confidential Report.*

----Carried----

- c. **IDENTIFIABLE INDIVIDUAL [s. 239(2)(b)]**  
**LITIGATION OR POTENTIAL LITIGATION [s. 239(2)(e)]**  
**Re: Notice of Application HRTO 2019-37006-1**

**Resolution No: CR156-2019 Moved by: Sander Seconded by: Smith**

*Be it resolved that the Correspondence dated June 3, 2019, in regards to File 2019-37006-1 be received.*

----Carried----



**12. CONFIRMATION BY-LAW**

**By-law 2019-59**

**Resolution No: CR157-2019 Moved by: Smith      Seconded by: White**

*Be it resolved that leave be granted to introduce By-law 2019-59, that being a By-law to confirm the proceedings of the Council and Committee of the Whole meetings held on this 19<sup>th</sup> day of June, 2019; and that said By-law be read a first, and taken as read a second and third time and finally passed.*

**---Carried---**

**13. ADJOURNMENT**

**Resolution No: CR158-2019 Moved by: Smith      Seconded by: Henderson**

*Be it resolved that this meeting of the Council of the Township of Essa adjourn at 7:24 p.m. to meet again on the 3<sup>rd</sup> day of July, 2019 following Committee of the Whole.*

**---Carried---**

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Sandie Macdonald, Mayor

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Lisa Lehr, Clerk



Essa Public Library Board  
Minutes  
Monday, May 27, 2019, 7:00pm  
Thornton Branch, Essa Public Library

Present: J. Bushey, C. Cryer, J. Hunter, S. Mallick, A. Morrison, G. Newbatt,  
D. McKeever, H. Sander, L. Wark  
Regrets: K. White

1. Call to Order at 7pm by Chair D. McKeever
2. Approval of the Agenda  
2019: 039 Moved: HS Seconded: CC Carried  
*THAT the Agenda for May 27, 2019 be approved as printed and circulated.*
3. No Conflicts of Interest were declared for proceedings before this Board.
4. Minutes of the Preceding Regular Meeting: April 29, 2019.

2019: 040 Moved: JH Seconded: JB Carried  
*THAT the Minutes of the April 29, 2019 Regular Meeting be approved as printed and circulated.*

5. Business Arising from the April 29th Minutes.
  - 5.1 Re 10. Letters and petitions sent to Minister Tibollo of the Ministry of Tourism, Culture and Sport, and Jim Wilson, MPP.
  - 5.2 Re 13.1 Memo to SCDSB sent for Angus ramp renovation.
  - 5.3 Re 13.3 AODA Customer Service training for Library Board members.

*7:10pm A. Morrison enters the meeting*

6. Communications:
  - 6.1 Memo to SCDSB re Angus Branch ramp design (May 7)
  - 6.2 email from Simcoe Muskoka Health Unit re Outbreak Clinic Centre locations (May 16)
  - 6.3 Mass letter from Minister Tibollo to Library Managers
  - 6.4 Letter from EPLB to Minister Tibollo (May 2)
  - 6.5 Summary of dialogue with Minister Tibollo by Robin Greenall
  - 6.6 Certificate of Appreciation from SCDSB for EPL's participation in the NPSS Cooperative Education Program

7. Chairperson's Remarks:

Thanks, Judi, for taking over the meeting last month. I attended the Chainsaw workshop – it was interesting and I did learn from the trainer who was excellent. Donella and I attended the Angus Branch Movie Night, A Dog's Life which was well set up.

## 8. Treasurer's Report:

- 8.1 Reserve Funds to Dec 31, 2018 for Thornton Branch: \$12,485.00.
- 8.2 2018 Invoice to SCDSB for \$7,691.57 paid.
- 8.3 Development Charges approved in 2018 Essa DC By-law (page 74) for possible Thornton Branch expansion: \$392,000.00
- 8.4a 2019 Salary Grid prior to Job Evaluation/Pay Equity process
- 8.4b 2019 Salary Grid update to reflect Job Evaluation (April 8, 2019)
- 8.5 Budget Comparison from Essa Treasury to April 30, 2019.

2019: 041 Moved: SM                      Seconded: JH                      Carried  
*THAT the Treasurer's Report be received as printed and circulated.*

## 9. CEO's Report, May 2019.

- a. Essa Public Library: All ages
- b. Strategic Plan

## Community Focal Point:

- Summer Reading Programs and Activities in planning stage
- Summer Art Event at Thornton Branch Wed. Aug 14<sup>th</sup>
- Essalicious Event at Angus Branch Thurs. Nov. 7<sup>th</sup>

## Destination to Imagine/Discover/Connect:

- Community One Read for 2019 "Confessions from the 9<sup>th</sup> Concession"
- Hobby Circle, French Conversation Circle drop-in programs
- Art workshops delivered at Angus Branch, Art Displays SSAC

## Successful Children &amp; Youth:

- Story Dogs fully booked at each branch
- Thornton Page Turners: Youth Book Club continues
- Homeschool support; Special Needs support; French programs
- RBC Future Launch: Unleash your Future Grant
- Reciprocal borrowing with Georgian College

## Meaningful Customer Service:

- Customer Needs – Space assessment at Thornton Branch
- Space for Senior's to learn and connect
- Thornton Branch Interac operational
- Reciprocal Borrowing review with staff

- c. Library Report (A. Wishart): April 2019

- d. Facility & Furnishings

Thornton Branch: Donation campaign to update shelving extends to 2020.  
 Fire Services plans to resurface parking area in the spring.  
 Angus Branch: Exit ramp plans to be reviewed.

e. Personnel, Meetings & Training:

- COMPASS meetings, MLS, CCFE (bi-monthly)
- Essa Township Management Team, CEO (May 14)
- Chief Librarian's IT Subcommittee (May 1, 15)
- Chief Librarian's meeting (May 15)
- SirsiDynix Admin Training, LT (May 16, 21, July 19)
- SOLS Trustee Workshop, CEO & C. Cryer (May 4)
- Program Assistant contracts in place
- CMHA Training for all staff (June 14)

f. Grants & Donations:

- 2019 Adjala-Tosorontio Contract Grant & Invoice submitted
- RBC Youth Futures: \$45,000.00 received
- Service Ontario Grant cancelled
- Canada Summer Jobs: Applied (CEO)
- Registered Charity Status to be renewed for 2019 (CEO)

g. Technology:

- Mobile Circulation to improve through Hub activation
- 2019 Databases launched
- Computer replacements for 2019 received and installed
- Thornton Interac live

h. Joint-Use Agreement: Working Committee Minutes from April 10<sup>th</sup> attached. Next Working Committee meeting scheduled for June 12<sup>th</sup>

i. Community @ Thornton:

Essa Historical Society, Taking Off Pounds Sensibly, Thornton Women's Institute, Community @ Angus: Accessibility Committee, Next Step Literacy, South Simcoe Arts Displays, private tutoring & homeschool destinations.

j. Outreach & Marketing:

EarlyOn programs on campus (CCFE), RBC Future Launch Grant activities (MLS). Advocacy work to reinstate Inter-Library Loan (CEO, staff & Library Board)

2019: 042 Moved: JH                      Seconded: CC                      Carried  
*THAT the CEO's Report be received as printed and circulated.*

10. SOLS Trustee member & SOLS Governance Hub (C. Cryer):

Laura and I attended the SOLS Workshop in Midland which was really valuable. Handouts (Workshop summary, Individual Board Member Self-Evaluation tool, 10 Things You need to Know as a new Library Board member).

5a

11. Committee Updates:

11.1 Finance Committee (Chairperson: S. Malick): none

11.2 Planning Committee (Chairperson: C. Cryer)

Strategic Plan concludes in 2020, planning for 2021-2024 in September.

11.3 Personnel Committee (Chairperson: J. Hunter): none

12. Closed Meeting: None

13. Other Business:

13.1 2018 Annual Report.

2019: 043      Moved: HS      Seconded: JB      Carried  
*THAT the Library Board receives and approves the 2018 Annual Report as circulated and attached to be presented to Essa Council and made available to the public following this presentation.*

13.2 Development Charges update:

Quote from Hemson Consultants re. "Soft Services" and Bill 108:

*At this preliminary stage it appears that discounted services (soft services) will be removed from the DCA and covered by the new Planning Act "Community Benefits" provisions. The DCA is likely to be restricted to the following services: Roads, Water, Wastewater (sewer), Storm-water, transit, waste diversion, and the protection services of policing and fire.*

13.3 Discussion of location for Library Board Christmas Dinner.

14. Next Meeting: Monday, June 24, 2019, 7:00 pm, Angus Branch.

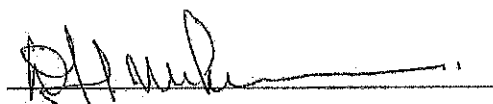
15. Adjournment

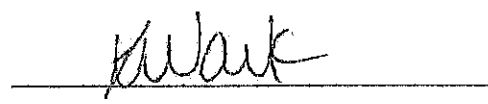
2019: 044      Moved: JH

Carried

*THAT the Meeting be adjourned at 8:25pm.*

APPROVED: June 24th, 2019

  
Derek McKeever, Chairperson

  
Laura Wark, CEO/Secretary-Treasurer

### Outcome Measurements



**Karly promotes the Library at Angus' Our Lady of Grace school on their Health & Wellness Community Night.**



**More Outreach at Pine River School, Angus for their Welcome to Kindergarten event.**

Staff ready to help

Nice Place

More happy patrons

## Adults

Angus - Book Clubs: 18

Angus - Cookbook Club:  
5

Thornton -Book Clubs:  
14

Angus - Language  
Conversation Circle: 13

Angus - Hobby Circle: 9

Angus - Adult Movie  
Night (Welcome to  
Marwen): 11

Angus Tech Tutor: 2

Thornton Tech Tutor:  
offered

Exams: 4

Angus - Community  
Garden: 24

Angus - Learn to Run  
5K: 49

Angus - Local Artists'  
Displays: 2 continuing

Angus - Basic Wet  
Felting craft for Moms &  
Kids: 6

## Teens & 'tweens

Angus - Tween Area: 6

Angus - Teen Central (after  
school): 34

Angus - Tutoring Sessions  
in Teen Central/Quiet  
Study: 39

Thornton - Page Turners  
'Tween Book Club: 6

Angus - "Unleash your  
Adult" events:

- Art Therapy: 8
- Working at Heights  
Training: 12
- We Be Us speaker,  
Nick Foley: 400
- Career Fair: 400
- Elevated IT training:  
12
- Chainsaw safety  
training: 12
- First Aid: 11

## Other

Homebound delivery offered

Angus - MakerSpace: 2

Thornton - MakerSpace:  
offered

Angus - 2 day booksale  
raised \$563.10

## Kids

Angus - JUMP Club: 97

Angus - Wiggles & Giggles  
Storytime: 46

Angus - Storytime: 180

Thornton - Storytime:100

Angus - French Storytime  
L'heure du Conte: 88

Angus - Storydogs' sessions:  
63

Thornton - Storydogs'  
sessions: 27

Angus - Build with Lego:3

Angus - Outreach @  
EarlyON: 17

Angus - PA Day Movie: 42

Angus - Kindergarten  
Orientation @ Pine River: 80

Angus - Kindergarten  
Orientation @ Angus  
Morrison: 160

Angus - Our Lady of Grace  
Health & Wellness  
Community Night: 30

Thornton - Kindergarten  
Orientation @ Baxter  
Central: 50

Thornton - Breakout Box &  
Builder Challenge @ Baxter  
Central: 48

Circulation Totals and Analysis: May 2019

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<b>CIRCULATION</b>	<b>May 2018</b>	<b>May 2019</b>	<b>YTD 2019</b>
Angus Branch	9,441	9,371	45,715
Thornton Branch	2,452	1,471	7,815
Angus Branch Computer Use	528	584	2,750
Thornton Branch Computer Use	39	72	264
Angus Branch Wireless Use	1,115	1,543	6,867
Thornton Branch Wireless Use	301	395	1,772
eAudio & eBooks	647	652	3,481
<b>TOTALS:</b>	<b>14,523</b>	<b>14,088</b>	<b>68,664</b>

<b>Circulation Analysis</b>	<b>May 2018</b>	<b>May 2019</b>	<b>YTD 2019</b>
Print	5,133	5,169	24,281
Non-Print	6,557	5,667	28,590
Computer Use/Internet/Wireless	1,983	2,594	11,653
eAudio Books	172	208	1,122
eBooks	475	444	2,359
Interlibrary Loan: Borrowed *suspended by SOLS due to budget cuts	138	6 *	545
Interlibrary Loan: Lent	65	0 *	114

<b>Materials Used In-Library</b>	<b>May 2019</b>	<b>YTD 2019</b>
Angus Branch	210	1,177
Thornton Branch	20 188	603



<b>Library website visits</b>	3,314	<b>YTD 2019</b> 17,035
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<b>E-resources sessions</b>	599	<b>YTD 2019</b> 1,736
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<b>New Members</b>		<b>YTD 2019</b>
Angus Branch	71	343
Thornton Branch	7	25

May Library Highlights

**Unleash Your Future events**



Wellness Corner at Angus Branch



Colour Run during Mental Health Awareness Week



*WE BE US*, co-founder Nick Foley speaks on inclusion.



Art therapy workshop

Working at heights certification



***Nottawasaga***  
***Police Services Board***  
*(serving Adjala-Tosorontio/Essa/New Tecumseth)*

**MINUTES**  
**Of Meeting Held at 5:00 p.m. on May 29, 2019**  
**in the Boardroom,**  
**Nottawasaga OPP Headquarters,**  
**4601 Industrial Parkway, Alliston**

- PRESENT:** Rick Milne, Chair, Mayor, Town of New Tecumseth  
Sandie Macdonald, Vice Chair, Mayor, Township of Essa  
Joy Webster, Community Representative, Township of Adjala Tosorontio  
Keith Boulter, Provincial Appointment
- SUPPORT:** Inspector Steve Clegg, Detachment Commander  
Staff Sgt. Brian Humber, Operations Manager  
Nancy Rugman, Secretary
- GUEST:** Miss Hayden Lacey, Student Mayor, Town of New Tecumseth  
P.C. Chad Wilson, Nottawasaga OPP

Chair Milne introduced Her Worship Student Mayor Hayden Lacey who has been sworn to office and the Board welcomed her to the meeting.

**1. CONFIRMATION OF AGENDA**

**ADD:**

- 3.1 P.C. Joseph Chamberlain and P.C. Jeremy Daniels, re Update on The Door upgrades
- 8.2 Joy requested it be recorded in the minutes that the proceeds from the golf tournament hosted by the detachment will be used for local youth initiatives.

***Resolution No: 2019-45***

**Moved by K. Boulter**

**Seconded by S. Macdonald**

**BE IT RESOLVED THAT the Agenda for the Nottawasaga Police Services Board meeting held on May 29, 2019 be approved as printed and amended.**

**CARRIED**

**2. DECLARATIONS OF PECUNIARY INTEREST - Nil**

**3. DELEGATIONS/PRESENTATIONS****3.1 P.C. Joseph Chamberlain and P.C. Jeremy Daniels re, Update on The Door Upgrades**

Constable Chamberlain provided pictures of the newly refurbished and equipped concrete pad at The Door. He advised that they have almost reached their goal for funding and the ball hockey equipment that has been installed is being used by the youth.

The Board thanked the officers for their hard work and congratulated them on the success of their project.

Inspector Clegg recognized Constable Daniels for his service to the local secondary schools as he is transferring back to a platoon at the detachment at the end of the current school year. The Board thanked Constable Daniels for his dedication and service to the youth.

**4. MINUTES*****Resolution No. 2019-46***

**Moved by K. Boulter**

**Seconded by S. Macdonald**

**BE IT RESOLVED THAT the Minutes of the Nottawasaga Police Services Board meeting held on April 24, 2019 be approved as circulated.**

**CARRIED**

**5. CORRESPONDENCE - Nil****6. ACCOUNTS****6.1 Summary of Other Force Income to April 30, 2019*****Resolution No. 2019-47***

**Moved by J. Webster**

**Seconded by K. Boulter**

**BE IT RESOLVED THAT the Summary of Other Force Income for the period ending April 30, 2019 be received.**

**CARRIED**

**6.2 Budget Comparison Report to April 30, 2019*****Resolution No. 2019-48***

**Moved by J. Webster**

**Seconded by L. Worthington**

**BE IT RESOLVED THAT the Budget Comparison Report for the period ending April 30, 2019 be received.**

**CARRIED**

7. **REPORTS**

7.1 Nottawasaga OPP Report, month of April 2019

Inspector Clegg distributed and reviewed a sample copy of the new proposed report format for consideration of the Board. The Board supported the new format noting that the report contained valuable information and is easy to read.

Keith asked if there is a way to provide a comparison of detachments to demonstrate how effective policing is in this detachment when compared to others. Inspector Clegg will investigate.

***Resolution No. 2019-49***

**Moved by S. Macdonald**

**Seconded by J. Webster**

**BE IT RESOLVED THAT the Nottawasaga Police Services Board receive and approve the April 2019 report as presented by Inspector Clegg.**

**CARRIED**

7.2 Calls for Service Billing Summary Report, month of April 2019

***Resolution No. 2019-50***

**Moved by K. Boulter**

**Seconded by S. Macdonald**

**BE IT RESOLVED THAT the Calls for Service Billing Summary Report dated April 2019 be received.**

**CARRIED**

7.3 Provincial Offences - Charges Laid by Municipality to April 30, 2019

***Resolution No. 2019-51***

**Moved by K. Boulter**

**Seconded by J. Webster**

**BE IT RESOLVED THAT the summary of Provincial Offences Charges Laid by Municipality for the period ending April 30, 2019 be received.**

**CARRIED**

8. **NEW & UNFINISHED BUSINESS**

8.1 Award of Community Services Trailer RFP

***Resolution No. 2019-52***

**Moved by K. Boulter**

**Seconded by S. Macdonald**

**WHEREAS the Nottawasaga Police Services Board issued RFP #P19-05 for the supply of one (1) community services and support trailer;**

**AND WHEREAS two (2) bids were received;**



**AND WHEREAS** the bid from Heidi's RV Superstore did not meet the criteria of the RFP;

**NOW THEREFORE BE IT RESOLVED THAT** Request for Proposal (RFP) P19-05 be awarded to Via Trailers in the amount of \$44,889.00, plus HST for the purchase of a community services and support trailer for the use of the Nottawasaga OPP detachment.

**CARRIED**

*Resolution No. 2019-53*

Moved by S. Macdonald  
Seconded by J. Webster

**BE IT RESOLVED THAT** the existing trailer be declared surplus and sold with the revenue from the sale to be used to offset the cost of the new unit.

**CARRIED**

Staff Sgt. Humber will investigate the ownership of the existing trailer and what is required to declare the unit surplus for disposal.

**9. QUESTION PERIOD/OPEN DISCUSSION**

9.1 J. Webster asked that a letter of thanks be sent to Lynn Worthington for her service to the Board.

**10. "IN CAMERA" - Nil**

**11. ADJOURNMENT**

*Resolution No: 2019-54*

Moved by S. Macdonald  
Seconded by K. Boulter

**BE IT HEREBY RESOLVED THAT** the meeting adjourn at 6:07 p.m.

**CARRIED**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

5. b

Ministry of the Solicitor General

Public Safety Division  
External Relations Branch

25 Grosvenor St.  
12<sup>th</sup> Floor  
Toronto ON M7A 2H3  
Tel.: 416 314-3010  
Fax: 416 314-3092

Ministère du Solliciteur général

Division de la sécurité publique  
Direction des relations extérieures

25, rue Grosvenor  
12<sup>e</sup> étage  
Toronto ON M7A 2H3  
Tél.: 416 314-3010  
Télééc.: 416 314-3092



June 11, 2019

His Worship Rick Milne  
Chair  
Nottawasaga Police Services Board  
10 Wellington Street East  
Alliston ON L9R 1A1

Dear Mayor Milne:

**Re: Reduce Impaired Driving Everywhere (R.I.D.E.) Grant Allocation for 2019-2020**

As you know, protecting the people of Ontario and keeping communities safe is a top priority for this government. That is why we have committed to provide frontline police with the tools, resources and supports they need to protect our communities.

I am pleased to inform you that **Nottawasaga Police Services Board** has been granted an allocation of **\$15,841.00** under the R.I.D.E. Grant Program for the 2019-2020 fiscal year. This grant is intended to enhance the regular R.I.D.E. program currently being conducted by the **OPP Nottawasaga** to offset the costs for sworn officers' overtime and paid duty.

Attached is a copy of the R.I.D.E. Grant contractual agreement, which covers the period from April 1, 2019 and ending March 31, 2020. Execution of this agreement is a precondition for the reimbursement of claims you will make under your R.I.D.E. Grant Program and binds you to specific requirements as referred to in Article 7 and stipulated in Schedule D (Budget, Payment Plan and Reporting).

Please have the authorized signatory for the grantee sign the agreement and return **two original signed** copies along with **proof of your general liability insurance** (\$5 million), indemnifying "Her Majesty the Queen in Right of Ontario, her Ministers, Agents, Appointees and Employees", as per section A10.2 of the agreement, by **July 31, 2019**, to:

Ms. Yoko Iwasaki  
Community Safety Analyst  
Program Development Section, External Relations Branch  
Public Safety Division  
Ministry of the Solicitor General  
12th Floor, 25 Grosvenor Street  
Toronto ON M7A 2H3

.../2

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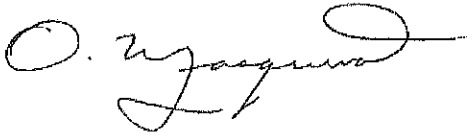
Mayor Rick Milne  
Page Two

Your copy of the fully executed contract will be returned to you as soon as possible.

Regrettably, impaired driving is one of the leading causes of criminal death and injury in our society. The R.I.D.E. program continues to be an effective deterrent against drinking and driving and remains an important program to educate the public.

Thank you for your support and participation in this valuable initiative.

Sincerely,

A handwritten signature in black ink, appearing to read "O. Mosquera". The signature is fluid and cursive, with a large loop at the end.

Oscar Mosquera  
Manager  
Program Development Section  
External Relations Branch

Enclosure

c: **OPP Nottawasaga**

**ONTARIO TRANSFER PAYMENT AGREEMENT**

**THE AGREEMENT** is effective as of the 1st day of April, 2019

**BETWEEN :**

**Her Majesty the Queen in right of Ontario  
as represented by the Solicitor General**

**(the "Province")**

**- and -**

**Nottawasaga Police Services Board**

**(the "Recipient")**

**BACKGROUND**

- A. The Recipient carries out a program of traffic stop sobriety checks in its jurisdiction as part of a program to "Reduce Impaired Driving Everywhere" ("R.I.D.E.");
- B. The Province has established the R.I.D.E. Grant program to provide Funds to assist various police services in offsetting their costs for implementing R.I.D.E. programs of sobriety checks in their jurisdictions;
- C. The Recipient is a municipal police services board or a municipality in a municipality that has established a municipal police service or whose council has entered into an agreement under s. 10 of the *Police Services Act* for the provision of police services by the OPP; or it is a First Nation police services board or a First Nation band council in a First Nation community that has established a First Nation police service pursuant to a policing services agreement between Canada, the Province, the Recipient and the Board;
- D. The Recipient has, by written application, requested funding for overtime and/or paid duty in pursuance of the R.I.D.E. Grant Project, a description of which is outlined in Schedule "C"; and
- E. The application for Funds submitted by the Recipient has been accepted, in whole or in part, by the Province.



## CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### 1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions  
 Schedule "B" - Project Specific Information and Additional Provisions  
 Schedule "C" - Project  
 Schedule "D" - Budget, Payment Plan and Reporting  
 Schedule "E" - Reports – Final Report Templates, and  
 any amending agreement entered into as provided for in section 3.1, constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

### 2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

### 3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

### 4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor*

*General Act (Ontario);*

- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010 (Ontario);*
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996 (Ontario);*
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act (Ontario)* and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

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The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Solicitor General**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Oscar Mosquera  
Title: Manager, Program Development Section  
External Relations Branch  
Public Safety Division

**Nottawasaga Police Services Board**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

---

**A1.0 INTERPRETATION AND DEFINITIONS**

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A13.1.

**"Expiry Date"** means the expiry date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

**"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**"Maximum Funds"** means the maximum Funds set out in Schedule "B".

**"Notice"** means any communication given or required to be given pursuant to the Agreement.

**"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**"Parties"** means the Province and the Recipient.

**"Party"** means either the Province or the Recipient.

**"Project"** means the undertaking described in Schedule "C".

**"Reports"** means the reports described in Schedule "F".

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be

true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of

carrying out the Project;

- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### A5.0 **RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

#### A6.0 **CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,



has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

**A8.0 COMMUNICATIONS REQUIREMENTS**

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

**A9.0 INDEMNITY**

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

**A10.0 INSURANCE**

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

**A11.0 TERMINATION ON NOTICE**

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the

possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

**A12.3 No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## **A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;

- (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
  - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
  - (d) the Recipient ceases to operate.

A13.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 **Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 **Recipient not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

#### A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A16.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

**A16.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A16.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

**A16.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

**A17.0 NOTICE**

**A17.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

**A17.3 Postal Disruption.** Despite section A17.2(a), in the event of a postal

disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

#### **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A19.0 SEVERABILITY OF PROVISIONS**

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

#### **A20.0 WAIVER**

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

#### **A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

#### **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.



**A23.0 GOVERNING LAW**

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

**A24.0 FURTHER ASSURANCES**

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

**A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

**A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

<b>Maximum Funds</b>	<b>\$15,841.00</b>
<b>Expiry Date</b>	March 31, 2020
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	N/A
<b>Insurance</b>	\$5,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Ministry of the Solicitor General Public Safety Division, External Relations Branch Program Development Section</p> <p><b>Address:</b> 25 Grosvenor Street, 12<sup>th</sup> Floor Toronto ON M7A 2H3</p> <p><b>Attention:</b> Yoko Iwasaki, Community Safety Analyst</p> <p><b>Tel:</b> 416-314-3085                      <b>Ext</b></p> <p><b>Fax:</b> 416-314-3092</p> <p><b>Email:</b> yoko.iwasaki@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b> Nottawasaga Police Services Board</p> <p><b>Address:</b> 10 Wellington Street East Alliston ON L9R 1A1</p> <p><b>Attention:</b> Mayor Rick Milne, Chair</p> <p><b>Tel:</b> 705-435-3900                      <b>Ext</b></p> <p><b>Fax:</b></p> <p><b>Email:</b> psb@newtecumseth.ca</p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b></p> <p><b>Address:</b></p> <p><b>Attention:</b></p> <p><b>Tel:</b>    <b>Ext</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

**Additional Provisions:**

None

**SCHEDULE "C"**  
**PROJECT**

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**C.1.0 BACKGROUND**

The Province established the Reduce Impaired Driving Everywhere (R.I.D.E.) Grant program to provide grants to various police services to enhance local enforcement capability and to ensure a year-round provincial program to conduct R.I.D.E. spot check activities.

**C.2.0 PROJECT DESCRIPTION**

The purpose of the R.I.D.E. Grant program is to assist municipal police services, OPP municipal contract locations and First Nations police services in offsetting their staff costs for implementing R.I.D.E. programs of sobriety checks in their jurisdictions.

Funding is provided to assist with costs of staff overtime or paid duty for street-level enforcement activities in relation to the R.I.D.E. Grant program. Staffing funded will not include civilian or auxiliary officers.

The Recipient carries out a R.I.D.E. program of traffic stop sobriety checks in its jurisdiction and has applied for funding toward its R.I.D.E. program (the "Project"). The Province has accepted the Recipient's R.I.D.E. Grant Application, in whole or in part.

The Recipient agrees to undertake the Project in accordance with this Agreement and its Schedules.

**SCHEDULE "D"**  
**BUDGET, PAYMENT PLAN AND REPORTING**

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**D1.0 BUDGET**

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set-out in Schedule "B". Funding is provided to assist with the costs of staff overtime or paid duty for street-level enforcement activities in relation to the R.I.D.E. Grant program.

**D2.0 PAYMENT PLAN**

The Province will provide the Recipient Funds, **up to the Maximum Funds** as set out in Schedule "B", on a one-time basis for the period from **April 1, 2019 to March 17, 2020**.

The Funds will be reimbursed to the Recipient following the Province's receipt and approval of the Final Report submitted by the Recipient.

**D3.0 REPORTING**

The Recipient shall provide the Province with a Final Report accounting in detail, all expenses for the activities for which the Funds were used as well as statistical information, in the forms set out in **Schedule "E"** by **March 19, 2020**.

Reports submitted after the deadline will not be considered for reimbursement. **All R.I.D.E. activity eligible for reimbursement must be concluded on or before March 17, 2020.** Any R.I.D.E. activity, which occurs between the period March 18, 2020 through March 31, 2020 may not be eligible for reimbursement.

**D3.1 FINAL REPORT – FINANCIAL**

Staff costs include overtime or paid duty for street level enforcement activities in relation to the program for which the Funds are provided. Staff will not include civilian or auxiliary officers.

For the Funds to reflect the amount of staff overtime or paid duty, a one-time financial report will be submitted to the Province by **March 19, 2020**, on the form attached to the Agreement as **Schedule "E"**. This financial report must be certified by a Municipal Clerk/Treasurer or a senior representative of the Recipient's financial services who can verify the accuracy of the claim.

The financial report will itemize the dates worked, name and rank of officers, rate of pay (basic hourly rate), number of overtime/paid duty hours worked, number of hours paid and total hours used by the police service for the period of **April 1, 2019 to March 17, 2020**.

### D3.2 FINAL REPORT – STATISTICAL

The Recipient shall track and record key statistical information related to the R.I.D.E. Grant program and provide a statistical report to the Province by **March 19, 2020**, on the form attached to the Agreement as **Schedule "E"**.

### D3.3 REPORT SUBMISSION AND TIMELINES

All Reports required pursuant to A7.0 and/or otherwise under this Agreement shall be sent to the Province Contact at the address set out in Schedule "B" and according to the following timelines.

REPORT	DUE DATE
Final Report – Financial	March 19, 2020
Final Report - Statistical	March 19, 2020

An electronic version of the report (Excel) will be distributed to the Recipient under separate cover.

**Completed reports must be submitted** via email to the Province Contact on or before the above due date and include:

- original template format (Excel); and
- scanned signed copy (PDF).

## SCHEDULE "E" REPORTS

	<b>FINAL REPORT Financial</b>	Ministry of Community Safety and Correctional Services Public Safety Division R.I.D.E. GRANT FINAL REPORT - FINANCIAL Fiscal Year: 2019/2020
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Must be submitted no later than **March 19, 2020** by email to [yoko.iwasaki@ontario.ca](mailto:yoko.iwasaki@ontario.ca)  
 Please review **INSTRUCTIONS** to complete the form correctly.  
 Submission must include the completed **Excel reporting template** and **scanned signed PDF**.  
 If you have any questions please contact Yoko by e-mail or by telephone at 416-314-3085

**SECTION A - REPORTING POLICE SERVICE**

Police Service Name: Select from the drop down menu (click on yellow shaded cell for drop down menu)

**SECTION B - SIGNATURE OF AUTHORIZED OFFICIAL (GRANTEE)**

GRANTEE (Print or Type the name of the Grantee ie. Police Services Board/Municipality/First Nation)

AUTHORIZED OFFICIAL SIGNATURE	PRINT NAME (Signing Official)	DATED
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WITNESS SIGNATURE	PRINT NAME (Witness)	DATED
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**SECTION C - YEAR-END FINANCIAL SUMMARY**

Complete the information below. Total R.I.D.E. Grant Hours and Total Cost will self calculate.

\$ Total Cost:	\$0.00	Total RIDE Grant Hours Worked:	0.00						
Date Worked (MM/DD/YYYY):	Officer's Badge #:	Rank:	Officer's First Name:	Officer's Last Name:	Paid-Duty RIDE Hours Worked:	Paid-Duty Hourly Rate:	Over-Time RIDE Hours Worked:	Over-Time Hourly Rate:	Total RIDE Hours Worked:
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00



**FINAL REPORT  
Statistical**

Ministry of Community Safety and Correctional Services  
Public Safety Division  
R.I.D.E. GRANT FINAL REPORT - STATISTICAL  
Fiscal Year: 2019/2020

Must be submitted no later than **March 19, 2020** by email to [yoko.iwasaki@ontario.ca](mailto:yoko.iwasaki@ontario.ca)  
Please review **INSTRUCTIONS** to complete the form correctly.  
Submission must include the completed **Excel reporting template** and **scanned signed PDF**.  
If you have any questions please contact Yoko by e-mail or by telephone at 416-314-3085

**SECTION A - REPORTING POLICE SERVICE**

Police Service Name: Select from the drop down menu (click on yellow shaded cell for drop down menu)

**SECTION B - SIGNATURE OF AUTHORIZED OFFICIAL (GRANTEE)**

GRANTEE (Print or Type the name of the Grantee ie. Police Services Board/Municipality/First Nation)

AUTHORIZED OFFICIAL SIGNATURE \_\_\_\_\_ PRINT NAME (Signing Official) \_\_\_\_\_ DATED \_\_\_\_\_

WITNESS SIGNATURE \_\_\_\_\_ PRINT NAME (Witness) \_\_\_\_\_ DATED \_\_\_\_\_

**SECTION C - YEAR-END SUMMARY**

Complete the information below. Enter statistical data for each Quarter. Total self calculates.

SELECT YES/NO for each Quarter (Q1, Q2, Q3, Q4) where there has been RIDE Grant activity. (Click on yellow shaded cell for drop down menu)	Q1 (Apr 1 - Jun 30)	Q2 (Jul 1 - Sep 30)	Q3 (Oct 1 - Dec 31)	Q4 (Jan 1 - Mar 17)

VEHICLES STOPPED AS A RESULT OF R.I.D.E GRANT PROGRAM	Q1	Q2	Q3	Q4	TOTAL
Number of Vehicle Check Stops	0.00	0.00	0.00	0.00	0.00
Number of Marine Check Stops	0.00	0.00	0.00	0.00	0.00
Number of Snowmobile Check Stops	0.00	0.00	0.00	0.00	0.00
Number of ATV Check Stops	0.00	0.00	0.00	0.00	0.00
Number of Roadside Check Stops Resulting in an Approved Screening Device Test (ASD)	0.00	0.00	0.00	0.00	0.00
Number of First Occurrence, 3-day Warn-Range Suspensions	0.00	0.00	0.00	0.00	0.00
Number of Second Occurrence, 7-day Warn-Range Suspensions	0.00	0.00	0.00	0.00	0.00
Number of Third or Subsequent Occurrences, 30-day Warn-Range Suspensions	0.00	0.00	0.00	0.00	0.00
Number of Breath Tests resulting in BAC over 0.08% (90-day ADLS)	0.00	0.00	0.00	0.00	0.00
Number of ASD or Breath Test refusals (90-day ADLS)	0.00	0.00	0.00	0.00	0.00
Number of Intoxlyzer Refusals (90-day ADLS)	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Criminal Code Offences	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Liquor License Act Offences	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Highway Traffic Act Offences	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Other Offences	0.00	0.00	0.00	0.00	0.00

PLEASE DESCRIBE THE OFFENCES COMMITTED, IF YOU HAVE INDICATED "Number of Persons Charged with Other Offences" (e.g. CDSA, CCA, CAIC, MSVA, FWCA, TPA, etc.):



**NOTTAWASAGA POLICE SERVICES BOARD  
OTHER FORCE INCOME  
2018/2019 COMPARISON**

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2018	#	Security Checks \$25.00	#	Duplicate Security Check \$4.43	#	Occurrence & MVA Reports \$37.39	#	Technical Reports \$500.00	#	Fingerprints \$23.45	Unclaimed Cash	Auction	MONTHLY TOTAL	YEAR TO DATE TOTAL	DEBIT MACHINE CHARGES
JANUARY	198	\$ 4,950.00	3	\$ 13.29	32	\$ 1,196.48	2	\$ 1,000.00	5	\$ 117.25	\$ 44.65		\$ 7,321.67	\$ 7,321.67	
FEBRUARY	208	\$ 5,200.00	4	\$ 17.72	17	\$ 635.63			15	\$ 351.75			\$ 6,205.10	\$ 13,526.77	
MARCH	186	\$ 4,650.00			20	\$ 747.80	2	\$ 1,000.00	17	\$ 398.65			\$ 6,796.45	\$ 20,323.22	
APRIL	244	\$ 6,100.00	1	\$ 4.43	20	\$ 747.80			15	\$ 351.75			\$ 7,203.98	\$ 27,527.20	
MAY	279.2	\$ 6,980.00	5	\$ 22.15	14	\$ 523.46			23	\$ 539.35			\$ 8,064.96	\$ 35,592.16	
JUNE	252	\$ 6,300.00	6	\$ 26.58	21	\$ 785.19			12	\$ 281.40			\$ 7,393.17	\$ 42,985.33	\$ 8.06
JULY	231	\$ 5,775.00	1	\$ 4.43	4	\$ 131.19			3	\$ 70.35		\$ 2,269.50	\$ 8,250.47	\$ 51,235.80	\$ 89.22
AUGUST	282	\$ 7,050.00	8	\$ 35.44	3	\$ 112.17	2	\$ 1,000.00	4	\$ 93.80	\$ 10.00		\$ 8,301.41	\$ 59,537.21	\$ 90.03
SEPTEMBER	232	\$ 5,800.00	1	\$ 4.43					7	\$ 164.15	\$ 11.00		\$ 5,979.58	\$ 65,516.79	\$ 89.74
OCTOBER	221	\$ 5,525.00	1	\$ 4.43	3	\$ 112.17	1	\$ 500.00	8	\$ 187.60	\$ 123.10		\$ 6,452.30	\$ 71,969.09	\$ 89.53
NOVEMBER	193	\$ 4,825.00	2	\$ 8.86					4	\$ 93.80			\$ 4,927.66	\$ 76,896.75	\$ 89.37
DECEMBER	171	\$ 4,275.00	3	\$ 13.29	3	\$ 112.17			4	\$ 93.80			\$ 4,494.26	\$ 81,391.01	\$ 89.23
<b>YEAR TO DATE</b>	<b>2,697</b>	<b>\$ 67,430.00</b>	<b>35</b>	<b>\$ 155.05</b>	<b>137</b>	<b>\$ 5,104.06</b>	<b>7</b>	<b>\$ 3,500.00</b>	<b>117</b>	<b>\$ 2,743.65</b>	<b>\$ 188.75</b>	<b>\$ 2,269.50</b>	<b>\$ 81,391.01</b>		<b>\$ 545.18</b>

NOTE: MVA reports are no longer done at the detachment.

2019	#	Security Checks \$25.00	#	Duplicate Security Check \$4.43	#	Occurrence Reports \$37.39	#	Technical Reports \$500.00	#	Fingerprints \$23.45	Unclaimed Cash	Auction	MONTHLY TOTAL	YEAR TO DATE TOTAL	DEBIT MACHINE CHARGES
JANUARY	226	\$ 5,650.00	7	\$ 31.01	3	\$ 112.17	2	\$ 1,000.00	20	\$ 469.00			\$ 7,262.18	\$ 7,262.18	\$ 90.42
FEBRUARY	182	\$ 4,550.00	6	\$ 26.58	3	\$ 112.17	2	\$ 1,000.00	6	\$ 140.70			\$ 5,829.45	\$ 13,091.63	\$ 89.44
MARCH	209	\$ 5,225.00	5	\$ 22.15	4	\$ 149.56			9	\$ 211.05			\$ 5,607.76	\$ 18,699.39	\$ 89.99
APRIL	226	\$ 5,650.00	12	\$ 53.16	3	\$ 112.17			12	\$ 281.40	\$ 20.00		\$ 6,116.73	\$ 24,816.12	\$ 89.90
MAY	228	\$ 5,700.00	5	\$ 22.15	4	\$ 149.56			14	\$ 328.30			\$ 6,200.01	\$ 31,016.13	\$ 90.29
JUNE	-		0		-								\$ -	\$ -	
JULY	-		0		-								\$ -	\$ -	
AUGUST	-		0		-								\$ -	\$ -	
SEPTEMBER	-		0		-								\$ -	\$ -	
OCTOBER	-		0		-								\$ -	\$ -	
NOVEMBER	-		0		-								\$ -	\$ -	
DECEMBER	-		0		-								\$ -	\$ -	
<b>YEAR TO DATE</b>	<b>1,071</b>	<b>\$ 26,775.00</b>	<b>35</b>	<b>\$ 155.05</b>	<b>17</b>	<b>\$ 635.63</b>	<b>4</b>	<b>\$ 2,000.00</b>	<b>61</b>	<b>\$ 1,430.45</b>	<b>20</b>	<b>0</b>	<b>\$ 31,016.13</b>		<b>\$ 450.04</b>

NOTE: Debit Machine Charges shown are actual amounts charged to the account. A rebate for HST will be applied to reduce the amount by several dollars each month.

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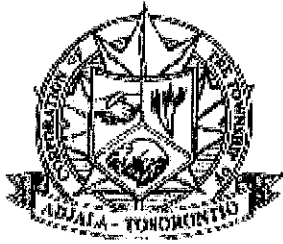
NOTTAWASAGA POLICE SERVICES BOARD

BUDGET COMPARISON REPORT

	2019	January	February	March	April	May	June	July	August	September	October	November	December	Total	Balance
Salaries	\$ 7,500.00			\$ 1,875.00										\$ 1,875.00	\$ 5,625.00
CPP	\$ 325.00			\$ 80.75										\$ 80.75	\$ 244.25
EI	\$ 180.00			\$ 42.53										\$ 42.53	\$ 137.47
Employers Health Tax	\$ 150.00			\$ 36.56										\$ 36.56	\$ 113.44
Mileage	\$ 500.00													\$ -	\$ 500.00
Registration	\$ 1,500.00			\$ 534.24										\$ 534.24	\$ 965.76
Website Maint. & Oper.	\$ -													\$ -	\$ -
Subscription/Membership	\$ 3,000.00	\$ 2,984.10	\$ 50.00											\$ 3,034.10	\$ (34.10)
Conferences	\$ 2,500.00					\$ 910.55								\$ 910.55	\$ 1,589.45
Cell Phones	\$ 1,200.00		\$ (132.56)											\$ (132.56)	\$ 1,332.56
Advertising	\$ 6,000.00													\$ -	\$ 6,000.00
Town Admin Charges	\$ 1,000.00													\$ -	\$ 1,000.00
Community Safety	\$ 10,000.00													\$ -	\$ 10,000.00
R.A.C.E. Against Drugs	\$ 3,500.00													\$ -	\$ 3,500.00
Special Equipment	\$ 48,788.00					\$ 1,389.00								\$ 1,389.00	\$ 47,399.00
Seniors Programs	\$ 2,500.00													\$ -	\$ 2,500.00
Public Education	\$ 18,500.00					\$ 1,479.13								\$ 1,479.13	\$ 17,020.87
Office Equipment	\$ 5,000.00				\$ 4,039.78									\$ 4,039.78	\$ 960.22
Office Supplies	\$ 240.00			\$ 3.53										\$ 3.53	\$ 236.47
Sundry	\$ 4,000.00		\$ 3,000.00		\$ 467.79	\$ (1,107.17)	\$ -							\$ 2,360.62	\$ 1,639.38
Bank Service Charges	\$ -	\$ 84.96	\$ 85.16	\$ 86.14	\$ 85.72	\$ 85.63								\$ 427.61	\$ (427.61)
	#####	\$ 3,069.06	\$ 3,002.60	\$ 2,658.75	\$ 4,593.29	\$ 2,757.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,080.84	\$ 100,302.16
Board Members	\$ 13,560.00		\$ 100.00	\$ 1,440.09	\$ 634.24	\$ 100.00								\$ 2,274.33	\$ 11,285.67
<b>TOTAL</b>	#####	\$ 3,069.06	\$ 3,102.60	\$ 4,098.84	\$ 5,227.53	\$ 2,857.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,355.17	\$ 111,587.83
			* refund from Telus * deposit for golf includes \$1,500 A/R		* interview room furniture	* A/R received									

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# ***Nottawasaga***

## ***Police Services Board Report***



***for  
May 2019***

***presented by  
Inspector Steve CLEGG  
26 June 2019***

### Calls for Service

Nottawasaga Detachment

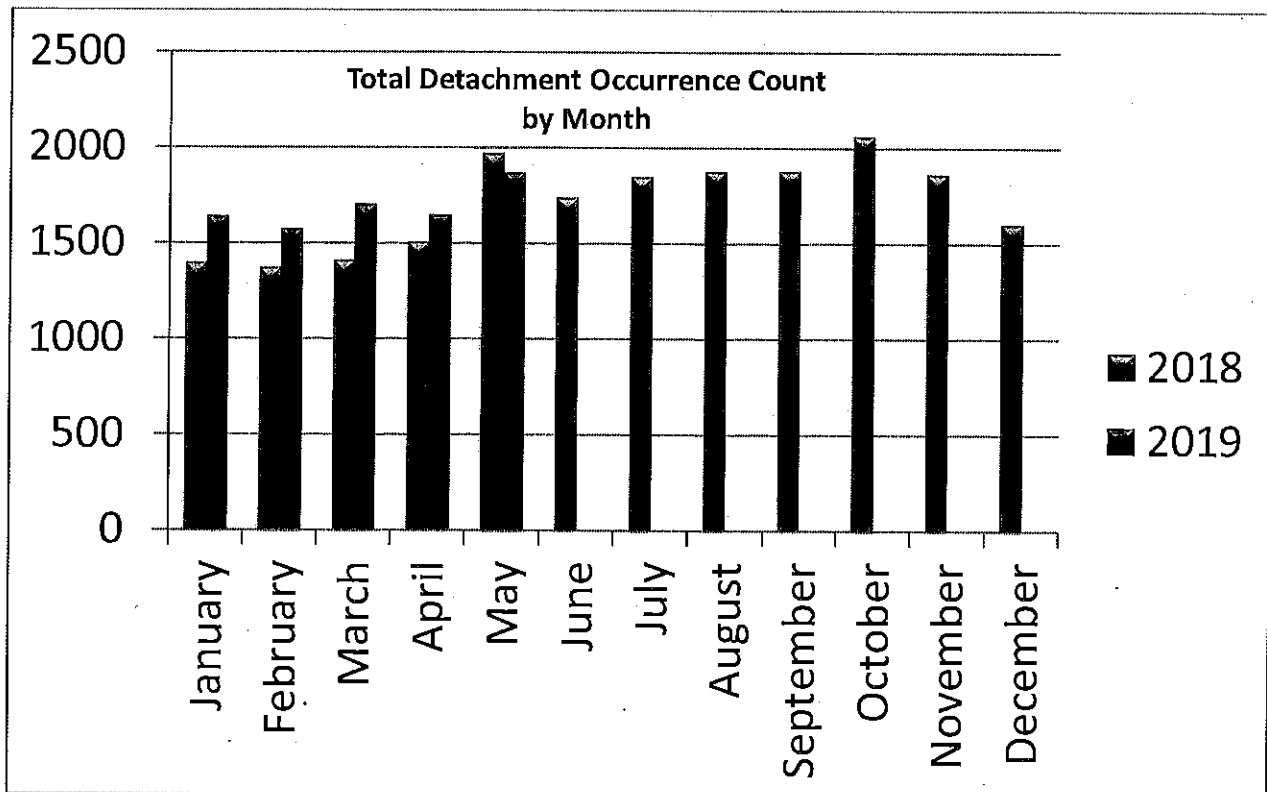
#### Detachment Occurrence Count

Month	2018	2019	% change
January	1397	1642	17.54%
February	1373	1574	14.64%
March	1412	1705	20.75%
April	1507	1650	9.49%
May	1972	1870	-5.17%
June	1740		
July	1849		
August	1878		
September	1880		
October	2063		
November	1864		
December	1603		

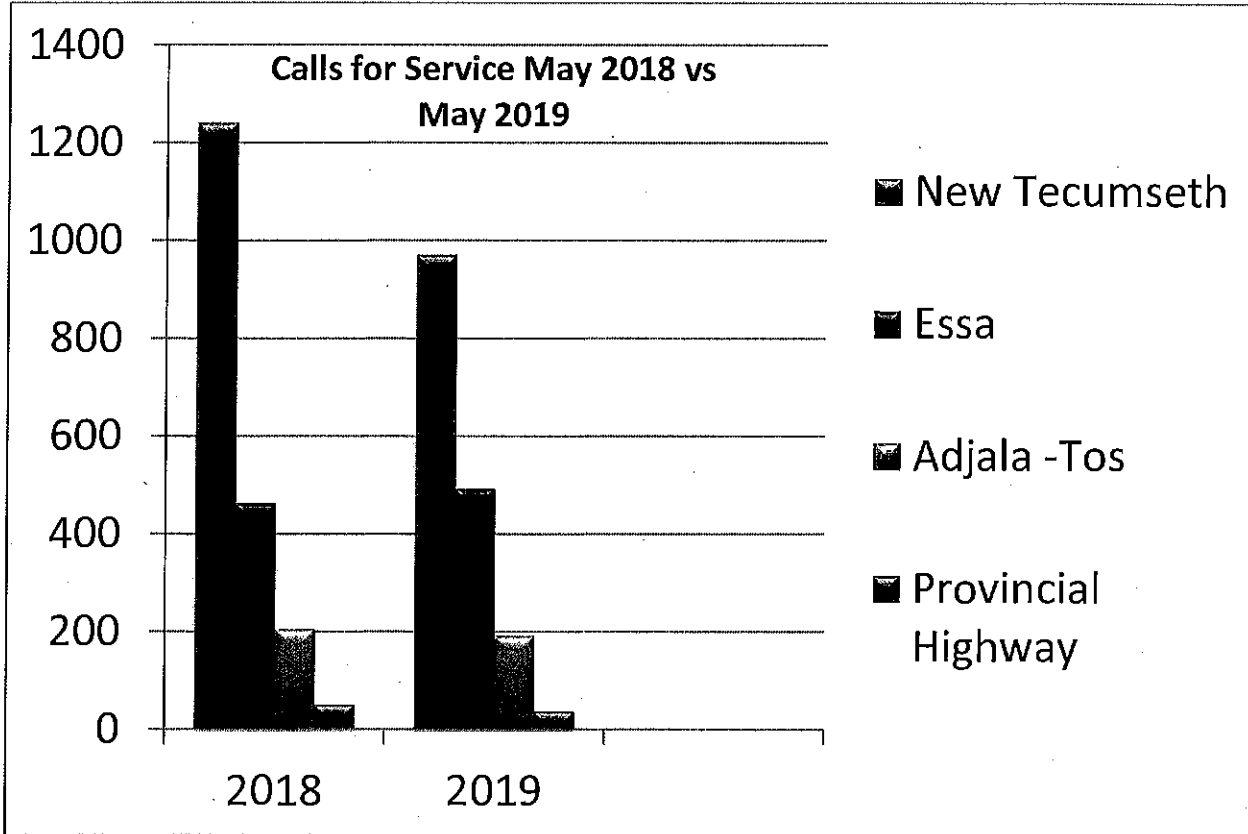
#### YTD Totals

#### % Change

2018	7661	10.18%
2019	8441	



## CALLS FOR SERVICE – MAY 2019



### May Statistics

Municipality	2018	2019	% change
New Tecumseth	1241	971	-21.76%
Essa	462	492	6.49%
Adjala-Tosorontio	204	191	-6.37%
Provincial Highway	50	37	-26.00%

### Calls For Service Annually

Municipality	2016	2017	2018	2019YTD
New Tecumseth	8,817	11,522	12,137	4,667
Essa	4,272	4,095	5,419	2,404
Adjala-Tosorontio	1,947	1,834	2,396	927
Provincial Highways	506	512	523	171
<b>Total</b>	<b>15,542</b>	<b>17,963</b>	<b>20,475</b>	<b>8,169</b>



# TRAFFIC

## Yearly Collision Summary

Collision type	2016	2017	2018	2019 YTD	May
Total Reportable MVC	1450	1370	1360	500	77
Property Damage MVC	858	748	741	270	39
Personal Injury MVC	141	164	132	52	13
Fatal MVC	5	5	5	0	0
Persons Killed	7	5	6	0	0
Alcohol Involved	76	63	61	21	3

### Enforcement

Traffic	May Statistics	2019 YTD
Speeding & Moving Charges	484	2640
Seatbelt Charges	6	37
Cell Phone Charges	21	76
Other HTA Charges	74	393
Other Provincial Statutes (LLA, TPA, CA A)	49	321

### Impaired Driving

Impaired Driving	May Statistics	2019 YTD
R.I.D.E Occurrences	20	162
Impaired Alcohol	3	28
Impaired Drugs	1	4
Alcohol Related Suspensions	3	21

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## DETACHMENT OPERATIONS

R.I.D.E	May		Change
	2018	2019	Yearly
	65	30	-53.85%

False Alarms	May		Change
	2018	2019	Yearly
	72	44	-38.89%

Record Checks	May		Change
	2018	2019	Yearly
	468	330	-29.49%

Traffic Complaints	May		Change
	2018	2019	Yearly
	183	213	16.39%

Monthly Totals	Township	Month		Monthly Change
		2018	2019	%
Community Patrol	Alliston	64	54.5	-14.84%
	Beeton	15.25	9.25	-39.34%
	Tottenham	9	16.5	83.33%
	Adjala-Tos	4	7	75.00%
	Angus	24.75	17.75	-28.28%

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# ADMINISTRATION

## Revenue

Year	Township	Provincial	Total
2016	56,205.06	3,025.00	59,230.06
2017	65,574.58	4,025.00	69,599.58
2018	82,886.25	4,600.00	87,486.25
2019 YTD	32,659.75	2,617.25	35,277.00

## May Overtime Allotment 2019

Month	Monthly	Percent
January	632.50	8.20%
February	586.75	7.61%
March	861.25	11.17%
April	564	7.31%
May	573.25	7.43%
June	0.00	0.00%
July	0.00	0.00%
August	0.00	0.00%
September	0.00	0.00%
October	0.00	0.00%
November	0.00	0.00%
December	0.00	0.00%
<b>Year To Date</b>	<b>3217.75</b>	<b>41.73%</b>

Annual Allotment 7711.00

Monthly Budget 642.00

## ADMINISTRATION CONTINUED

### Public Complaints

Date Received	Allegation	Status
<i>10-May-19</i>	<i>Improper/Excessive Use of Force</i>	<i>Ongoing</i>

### Crime Abatement

Intelligence Led Policing - Crime Abatement Strategy	
Number of Offenders	15
Number of Offenders Charged	1
Number of Charges Laid	1
Number of Checks Performed	13

### Staffing Updates

Staffing Updates	
<b>Transfers</b>	Lisa CRUZ transferred 06 May 2019 to Serious Fraud Office
<b>Promotions</b>	Nil
<b>Awards</b>	Nil
<b>Recognitions</b>	Nil
<b>Other</b>	Sick Leave - 0.25
	Maternity Leave-0
	WSIB - 1
	Other - 3

### Secondary Employment

*Nottawasaga Detachment currently has eight members approved for secondary employment.*

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**CRIME**

<b>Violent Crime</b>						
Actual	May		Year to Date - May			
	2018	2019	% Change	2018	2019	% Change
Murder	0	0	0.00%	0	0	0.00%
Other Offences Causing Death	0	0	0.00%	0	0	0.00%
Attempted Murder	0	0	0.00%	0	0	0.00%
Sexual Assault	2	3	50.00%	14	17	21.43%
Assault	7	20	185.71%	53	81	52.83%
Abduction	1	1	0.00%	2	3	50.00%
Robbery	1	0	-100.00%	5	2	-60.00%
Other Crimes Against a Person	7	5	-28.57%	46	47	2.17%
<b>Total</b>	<b>18</b>	<b>29</b>	<b>61.11%</b>	<b>120</b>	<b>150</b>	<b>25.00%</b>

<b>Property Crime</b>						
Actual	May		Year to Date - May			
	2018	2019	% Change	2018	2019	% Change
Arson	0	0	0	2	1	-50.00%
Break & Enter	8	9	12.5%	42	57	35.71%
Theft Over	7	1	-85.71%	26	22	-15.38%
Theft Under	27	14	-48.15%	94	131	39.36%
Have Stolen Goods	1	1	0.00%	8	4	-50.00%
Fraud	13	11	-15.38%	62	60	-3.23%
Mischief	8	14	0.75	90	65	-27.78%
<b>Total</b>	<b>64</b>	<b>50</b>	<b>-21.88%</b>	<b>324</b>	<b>340</b>	<b>4.94%</b>

<b>Drug Crime</b>						
Actual	May		Year to Date - May			
	2018	2019	% Change	2018	2019	% Change
Possession	9	0	-900.00%	28	7	-75.00%
Trafficking	3	1	-66.67%	10	6	-40.00%
Importation and Production	0	0	0.00%	0	0	0.00%
<b>Total</b>	<b>12</b>	<b>1</b>	<b>-91.67%</b>	<b>38</b>	<b>13</b>	<b>-65.79%</b>

MAY 2019

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## COMMUNITY MOBILIZATION AND ENGAGEMENT UNIT

### CMU MEMBERS

*OPP Police Liaison :*

PC Karen CONNER

*Crisis Worker :*

Shannon DEKKEMA

CMU Nottawasaga	# of Occurrences
Total CUM live calls (called out by OPP to attend on scene with officers)	7
Total Referrals - referrals from OPP both live and for follow up	15
Total Diversions to hospital by CMU - on scene avoided apprehension and transport to hospital for assessment	0
Visits Face to Face (follow-up)	2
Visits Face to Face (live calls)	2
Visits Non Face to Face (phone)	22

### *Mental Health Calls*

So far in 2019 the Nottawasaga OPP Detachment has responded to 178 Mental Health Calls and 42 in May alone.



## SECONDARY SCHOOL RESOURCE OFFICER PROGRAM

### Criminal Code Investigations

Incident Type	Banting	STA	NPSS	Alliston ALT	Angus ALT	Total	Total
Assault	1	0	0	1	0	2	6
Mischief	0	1	0	0	0	1	3
Criminal Harassment/ Cyber Harassment	1	0	0	0	0	1	3
Theft	1	0	0	0	0	1	2
Sexual Assault/Intimate Images		3	0	0	0	3	4
CDSA/Drugs	0	0	1	0	0	1	7
Other Criminal Code	0	0	0	0	0	0	10
<b>Total</b>	<b>3</b>	<b>4</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>9</b>	<b>35</b>

### Stats

Clearance	Banting	STA	NPSS	Alliston ALT	Angus ALT	Total	Total
Charges	4	0	0	0	0	4	20
EB-Fry Diversion	0	0	0	0	0	0	0
Warnings	5	0	0	0	0	5	12
<b>Total</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9</b>	<b>32</b>

### Non-Criminal Code Calls For Service

Incident Type	Banting	STA	NPSS	Alliston ALT	Angus ALT	Total	Total
Mental Health	2	0	4	0	0	6	24
Youth events/School Dance	5	2	1	0	0	8	12
Other Non-Criminal Code	8	0	4	0	0	12	92
<b>Total</b>	<b>15</b>	<b>2</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>128</b>

### Assist 19 Elementary Schools

Incident Type	New Tec	Essa	Adj-Tos	Total	Total
Restorative Circle	1	1	0	2	3
Criminal Code Investigations	1	0	0	1	1
Youth Events	10	4	1	15	88
Other Non-Criminal Code	0	0	0	0	0
<b>Total</b>	<b>12</b>	<b>5</b>	<b>1</b>	<b>18</b>	<b>92</b>



## MEDIA

The Nottawasaga OPP Media Team consists of Provincial Constable Chad WILSON and Provincial Constable Harry LAWRENSON.

### Notable Incidents and Events

- The Nottawasaga OPP Media Unit has issued a total of 9 media releases in May for an approximate year to date total of 78 media releases.
- On May 8th numerous OPP officers participated in McDonald's McHappy Day at the McDonalds Locations on Young and Durham Street in Alliston and on Mill Street in Angus.
- On May 15th Nottawasaga OPP hosted their 2<sup>nd</sup> Annual Golf Tournament; this year raising funds for the OPP Youth Foundation.
- On May 25th PC WILSON and PC LAWRENSON held a "Coffee with a Cop" campaign at the local Alliston Wal-Mart encouraging the Public to positively interact with the local officers.
- On May 25th the Nottawasaga OPP hosted an OPP Career Fair inviting residents to learn all about the OPP's hiring process.
- Nottawasaga OPP Auxiliary members re-instated the "Lock it or Lose it" Campaign and walked around the community encouraging/reminding citizens to lock their Cars and Houses to safeguard against theft.
- Officer's also participated in the Nottawasaga Pines High school Colour Run.
- PC LAWRENSON and PC VICCARY attended an event hosted at Base Borden providing individuals with the tools, knowledge and resources to support injured/ill members of military and families of deceased CAF members.



## Calls For Service (CFS) Billing Summary Report

### Adjala-Tosorontio, Essa, New Tecumseth May - 2019

Billing Categories <i>(Billing categories below do not match traditional crime groupings)</i>		2019				2018			
		May	Year to Date	Time Standard	Year To Date Weighted Hours	May	Year to Date	Time Standard	Year To Date Weighted Hours
Violent Criminal Code	Aggravated Sexual Assault	0	0		0.0	1	1	15.9	15.9
	Sexual Assault With a Weapon	0	0		0.0	0	1	15.9	15.9
	Sexual Assault	3	15	15.9	238.5	1	12	15.9	190.8
	Sexual Interference	0	1	15.9	15.9	0	2	15.9	31.8
	Voyeurism	0	1	15.9	15.9	0	0		0.0
	Non-Consensual Distribution of Intimate Images	2	2	15.9	31.8	0	1	15.9	15.9
	Assault With Weapon or Causing Bodily Harm-Level 2	2	24	15.9	381.6	0	11	15.9	174.9
	Assault-Level 1	19	58	15.9	922.2	10	49	15.9	779.1
	Pointing a Firearm	0	0		0.0	0	1	15.9	15.9
	Assault Peace Officer	0	2	15.9	31.8	0	2	15.9	31.8
	Forcible confinement	1	3	15.9	47.7	1	2	15.9	31.8
	Robbery -Master code	0	2	15.9	31.8	0	1	15.9	15.9
	Robbery, With Threat of Violence	0	0		0.0	1	3	15.9	47.7
	Robbery - Other	0	0		0.0	0	1	15.9	15.9
	Criminal Harassment	3	17	15.9	270.3	1	9	15.9	143.1
	Criminal Harassment - Offender Unknown	0	1	15.9	15.9	0	3	15.9	47.7
	Indecent/Harassing Communications	0	1	15.9	15.9	1	2	15.9	31.8
	Utter Threats -Master code	0	2	15.9	31.8	1	2	15.9	31.8
	Utter Threats to Person	3	27	15.9	429.3	5	31	15.9	492.9
	Utter Threats to Person - Police Officer	1	1	15.9	15.9	0	1	15.9	15.9
<b>Total</b>	<b>34</b>	<b>157</b>	<b>15.9</b>	<b>2,496.3</b>	<b>22</b>	<b>135</b>	<b>15.9</b>	<b>2,146.5</b>	
Property Crime Violations	Arson - Building	0	1	6.8	6.8	0	0		0.0
	Break & Enter	9	57	6.8	387.6	8	25	6.8	170.0
	Break & Enter - Firearms	0	0		0.0	0	1	6.8	6.8
	Theft Over -master code	0	1	6.8	6.8	1	1	6.8	6.8
	Theft Over - Farm Equipment	0	1	6.8	6.8	1	2	6.8	13.6
	Theft Over - Construction Site	0	0		0.0	1	2	6.8	13.6
	Theft Over - Trailers	0	2	6.8	13.6	0	1	6.8	6.8
	Theft Over - Other Theft	1	2	6.8	13.6	1	4	6.8	27.2
	Theft Over - Boat (Vessel)	0	0		0.0	1	1	6.8	6.8
	Theft FROM Motor Vehicle Over \$5,000	2	2	6.8	13.6	0	1	6.8	6.8
	Theft of Motor Vehicle	1	4	6.8	27.2	1	6	6.8	40.8
	Theft of - Automobile	1	2	6.8	13.6	0	1	6.8	6.8

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**Calls For Service (CFS) Billing Summary Report**

**Adjala-Tosorontio, Essa, New Tecumseth  
May - 2019**

Billing Categories <i>(Billing categories below do not match traditional crime groupings)</i>		2019				2018			
		May	Year to Date	Time Standard	Year To Date Weighted Hours	May	Year to Date	Time Standard	Year To Date Weighted Hours
Property Crime Violations	Theft of - Trucks	1	4	6.8	27.2	0	3	6.8	20.4
	Theft of - Motorcycles	0	1	6.8	6.8	0	0		0.0
	Theft of - Snow Vehicles	0	1	6.8	6.8	0	0		0.0
	Theft of - All Terrain Vehicles	0	2	6.8	13.6	1	1	6.8	6.8
	Theft of - Farm Vehicles	0	1	6.8	6.8	0	0		0.0
	Theft of - Construction Vehicles	0	1	6.8	6.8	0	0		0.0
	Theft of - Other Motor Vehicles	0	0		0.0	0	1	6.8	6.8
	Theft Under -master code	2	15	6.8	102.0	0	6	6.8	40.8
	Theft under - Farm Equipment	0	2	6.8	13.6	0	0		0.0
	Theft Under - Construction Site	0	3	6.8	20.4	1	3	6.8	20.4
	Theft under - Bicycles	0	3	6.8	20.4	1	1	6.8	6.8
	Theft under - Building	0	0		0.0	1	3	6.8	20.4
	Theft under - Persons	0	1	6.8	6.8	0	2	6.8	13.6
	Theft under - Other Theft	8	36	6.8	244.8	14	39	6.8	265.2
	Theft Under - Gasoline Drive-off	1	8	6.8	54.4	4	11	6.8	74.8
	Theft FROM Motor Vehicle Under \$5,000	1	25	6.8	170.0	8	25	6.8	170.0
	Theft Under \$5,000 [SHOPLIFTING]	8	38	6.8	258.4	0	14	6.8	95.2
	Possession of Stolen Goods under \$5,000	0	5	6.8	34.0	1	2	6.8	13.6
	Fraud -Master code	1	3	6.8	20.4	3	3	6.8	20.4
	Fraud - Steal/Forge/Poss./Use Credit Card	0	5	6.8	34.0	0	5	6.8	34.0
	Fraud - False Pretence <= \$5,000	2	5	6.8	34.0	0	0		0.0
	Fraud - Forgery & Uttering	0	0		0.0	0	1	6.8	6.8
	Fraud - Account closed	0	1	6.8	6.8	0	0		0.0
	Fraud - Fraud through mails	0	2	6.8	13.6	0	0		0.0
	Fraud -Money/property/security > \$5,000	1	4	6.8	27.2	1	7	6.8	47.6
	Fraud -Money/property/security <= \$5,000	2	18	6.8	122.4	6	31	6.8	210.8
	Fraud - Other	1	16	6.8	108.8	2	13	6.8	88.4
Fraud - False Pretence > \$5,000	0	0		0.0	0	1	6.8	6.8	
Identity Fraud	1	7	6.8	47.6	1	5	6.8	34.0	
Mischief - master code	7	57	6.8	387.6	8	60	6.8	408.0	

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## Calls For Service (CFS) Billing Summary Report

**Adjala-Tosorontio, Essa, New Tecumseth  
May - 2019**

Billing Categories <i>(Billing categories below do not match traditional crime groupings)</i>		2019				2018			
		May	Year to Date	Time Standard	Year To Date Weighted Hours	May	Year to Date	Time Standard	Year To Date Weighted Hours
Property Crime Violations	Mischief [Graffiti - Non Gang Related]	1	3	6.8	20.4	0	3	6.8	20.4
	Mischief with Data	0	0		0.0	0	1	6.8	6.8
	Interfere with lawful use, enjoyment of property	2	5	6.8	34.0	0	1	6.8	6.8
	Property Damage	0	6	6.8	40.8	5	10	6.8	68.0
	<b>Total</b>	<b>53</b>	<b>350</b>	<b>6.8</b>	<b>2,380.0</b>	<b>71</b>	<b>297</b>	<b>6.8</b>	<b>2,019.6</b>
Other Criminal Code Violations (Excluding traffic)	Offensive Weapons-Weapons Trafficking	0	1	7.9	7.9	0	0		0.0
	Possess Firearm while prohibited	0	2	7.9	15.8	0	0		0.0
	Other Criminal Code * Sec.78 - Sec.96	0	1	7.9	7.9	0	0		0.0
	Offensive Weapons-Possession of Weapons	1	2	7.9	15.8	1	3	7.9	23.7
	Offensive Weapons-Carry concealed	0	2	7.9	15.8	0	0		0.0
	Offensive Weapons-in Vehicle	1	1	7.9	7.9	0	0		0.0
	Offensive Weapons-Restricted	0	0		0.0	0	1	7.9	7.9
	Offensive Weapons-Other Offensive Weapons	0	1	7.9	7.9	0	1	7.9	7.9
	Offensive Weapons-Other Weapons Offences	0	1	7.9	7.9	0	0		0.0
	Bail Violations -Master code	0	0		0.0	0	1	7.9	7.9
	Bail Violations - Fail To Comply	7	27	7.9	213.3	3	24	7.9	189.6
	Bail Violations - Fail To Appear	0	3	7.9	23.7	0	1	7.9	7.9
	Bail Violations - Promise To Appear	0	0		0.0	1	2	7.9	15.8
	Bail Violations - Recognizence	0	2	7.9	15.8	0	0		0.0
	Counterfeit Money -Master code	1	1	7.9	7.9	0	0		0.0
	Counterfeit Money - Others	0	1	7.9	7.9	0	1	7.9	7.9
	Disturb the Peace	2	2	7.9	15.8	0	10	7.9	79.0
	Indecent acts -Master code	0	0		0.0	0	1	7.9	7.9
	Indecent acts -Other	1	2	7.9	15.8	1	1	7.9	7.9
	Public Morals	0	0		0.0	0	1	7.9	7.9
	Obstruct Public Peace Officer	0	1	7.9	7.9	0	3	7.9	23.7
	Trespass at Night	0	0		0.0	0	4	7.9	31.6
	Fail to Attend Court	0	1	7.9	7.9	8	15	7.9	118.5
Breach of Probation	0	11	7.9	86.9	4	21	7.9	165.9	

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# Calls For Service (CFS) Billing Summary Report

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## Adjala-Tosorontio, Essa, New Tecumseth May - 2019

Billing Categories (Billing categories below do not match traditional crime groupings)		2019				2018			
		May	Year to Date	Time Standard	Year To Date Weighted Hours	May	Year to Date	Time Standard	Year To Date Weighted Hours
Other Criminal Code Violations (Excluding traffic)	Utter Threats to Property / Animals	0	1	7.9	7.9	0	0		0.0
	Offensive Weapons- Careless use of firearms	0	0		0.0	1	1	7.9	7.9
	Obstruct Justice/Fabricate Evidence	0	0		0.0	0	1	7.9	7.9
	Public mischief - mislead peace officer	0	0		0.0	0	1	7.9	7.9
	Other Criminal Code * Sec.462 - Sec.753	0	0		0.0	0	1	7.9	7.9
	<b>Total</b>	<b>13</b>	<b>63</b>	<b>7.9</b>	<b>497.7</b>	<b>19</b>	<b>94</b>	<b>7.9</b>	<b>742.6</b>
Drug Possession	Possession Cocaine	0	1	6.4	6.4	1	6	6.4	38.4
	Possession Other Controlled Drugs and Substance Act	0	1	6.4	6.4	2	6	6.4	38.4
	Possession Cannabis	0	0		0.0	5	15	6.4	96.0
	Possession - Methamphetamine (Crystal Meth)	0	2	6.4	12.8	0	0		0.0
	Possession O Opioid (other than heroin)	0	1	6.4	6.4	1	1	6.4	6.4
	Drug related occurrence	4	11	6.4	70.4	0	10	6.4	64.0
	Overdose	0	0		0.0	5	18	6.4	115.2
	<b>Total</b>	<b>4</b>	<b>16</b>	<b>6.4</b>	<b>102.4</b>	<b>14</b>	<b>56</b>	<b>6.4</b>	<b>358.4</b>
Drugs	Trafficking Cocaine	0	2	37.0	74.0	5	11	37.0	407.0
	Trafficking Other Controlled Drugs and Substance Act	1	1	37.0	37.0	0	0		0.0
	Trafficking Cannabis	0	0		0.0	0	1	37.0	37.0
	Trafficking O Opioid (other than heroin)	0	1	37.0	37.0	0	0		0.0
	Production Cannabis (Marihuana) (Cultivation)	0	0		0.0	0	1	37.0	37.0
	DRUG Operation - Residential Grow [Indoor]	0	0		0.0	0	1	37.0	37.0
	DRUG Operation - Commercial Grow [Indoor]	0	1	37.0	37.0	0	0		0.0
	<b>Total</b>	<b>1</b>	<b>5</b>	<b>37.0</b>	<b>185.0</b>	<b>5</b>	<b>14</b>	<b>37.0</b>	<b>518.0</b>
Statutes & Acts	Youth Criminal Justice Act (YCJA)	0	2	3.3	6.6	0	1	3.3	3.3
	Landlord/Tenant	13	53	3.3	174.9	10	40	3.3	132.0
	Mental Health Act	12	48	3.3	158.4	11	57	3.3	188.1
	Mental Health Act - No contact with Police	0	4	3.3	13.2	2	3	3.3	9.9
	Mental Health Act - Attempt Suicide	2	14	3.3	46.2	6	14	3.3	46.2
	Mental Health Act O Threat of Suicide	15	38	3.3	125.4	7	41	3.3	135.3

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## Calls For Service (CFS) Billing Summary Report

**Adjala-Tosorontio, Essa, New Tecumseth**  
**May - 2019**

Billing Categories <i>(Billing categories below do not match traditional crime groupings)</i>		2019				2018			
		May	Year to Date	Time Standard	Year To Date Weighted Hours	May	Year to Date	Time Standard	Year To Date Weighted Hours
Statutes & Acts	Mental Health Act - Voluntary Transport	3	13	3.3	42.9	4	14	3.3	46.2
	Mental Health Act - Placed on Form	6	36	3.3	118.8	5	25	3.3	82.5
	Trespass To Property Act	7	34	3.3	112.2	22	50	3.3	165.0
	<b>Total</b>	<b>58</b>	<b>242</b>	<b>3.3</b>	<b>798.6</b>	<b>67</b>	<b>245</b>	<b>3.3</b>	<b>808.5</b>
Operational	Animal -Master code	1	4	3.6	14.4	1	1	3.6	3.6
	Animal - Bear Complaint	0	0		0.0	3	4	3.6	14.4
	Animal - Left in Vehicle	0	2	3.6	7.2	6	7	3.6	25.2
	Animal Rabid	0	0		0.0	1	3	3.6	10.8
	Animal Bite	0	3	3.6	10.8	3	8	3.6	28.8
	Animal Stray	1	4	3.6	14.4	3	7	3.6	25.2
	Animal Injured	1	6	3.6	21.6	3	7	3.6	25.2
	Animal - Other	6	28	3.6	100.8	4	25	3.6	90.0
	Animal - Dog Owners Liability Act	0	4	3.6	14.4	0	1	3.6	3.6
	Alarm -Master code	5	25	3.6	90.0	7	10	3.6	36.0
	Alarm - Holdup	0	1	3.6	3.6	0	0		0.0
	Alarm -Others	5	16	3.6	57.6	8	17	3.6	61.2
	False Alarm - Warning Issued	0	0		0.0	0	5	3.6	18.0
	Domestic Disturbance	36	202	3.6	727.2	36	171	3.6	615.6
	Suspicious Person	27	114	3.6	410.4	18	88	3.6	316.8
	Phone -Master code	1	15	3.6	54.0	1	3	3.6	10.8
	Phone -Nuisance - No Charges Laid	1	4	3.6	14.4	0	7	3.6	25.2
	Phone -Obscene - No Charges Laid	1	1	3.6	3.6	0	0		0.0
	Phone -Threatening - No Charges Laid	0	1	3.6	3.6	1	2	3.6	7.2
	Phone -Other - No Charges Laid	2	4	3.6	14.4	26	38	3.6	136.8
	False Fire Alarm - Building	1	5	3.6	18.0	1	3	3.6	10.8
	Fire -master code	0	1	3.6	3.6	0	0		0.0
	Fire - Building	1	9	3.6	32.4	6	17	3.6	61.2
	Fire - Vehicle	0	6	3.6	21.6	1	8	3.6	28.8
	Fire - Other	1	5	3.6	18.0	4	13	3.6	46.8
	Insecure Condition - Building	0	3	3.6	10.8	0	7	3.6	25.2
	Insecure Condition - Others	0	1	3.6	3.6	1	2	3.6	7.2
	Missing Person under 12	1	1	3.6	3.6	0	1	3.6	3.6
Missing Person 12 & older	2	6	3.6	21.6	3	14	3.6	50.4	
Missing Person Located Under 12	1	3	3.6	10.8	0	0		0.0	

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Bly, Summer

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**Calls For Service (CFS) Billing Summary Report**

**Adjala-Tosorontio, Essa, New Tecumseth  
May - 2019**

Billing Categories <i>(Billing categories below do not match traditional crime groupings)</i>		2019				2018			
		May	Year to Date	Time Standard	Year To Date Weighted Hours	May	Year to Date	Time Standard	Year To Date Weighted Hours
Operational	Missing Person Located 12 & older	3	9	3.6	32.4	3	12	3.6	43.2
	Noise Complaint -Master code	6	8	3.6	28.8	1	3	3.6	10.8
	Noise Complaint - Vehicle	0	3	3.6	10.8	1	5	3.6	18.0
	Noise Complaint - Residence	9	33	3.6	118.8	19	40	3.6	144.0
	Noise Complaint - Business	1	2	3.6	7.2	1	5	3.6	18.0
	Noise Complaint - Animal	0	6	3.6	21.6	2	4	3.6	14.4
	Noise Complaint - Others	2	15	3.6	54.0	4	8	3.6	28.8
	Accident - non-MVC -Master code	0	0		0.0	0	1	3.6	3.6
	Accident - non-MVC - Industrial	0	4	3.6	14.4	0	1	3.6	3.6
	Accident - non-MVC - Construction Site	0	1	3.6	3.6	0	2	3.6	7.2
	Accident - non-MVC - Commercial	0	3	3.6	10.8	0	0		0.0
	Accident - non MVC -Others	0	1	3.6	3.6	0	0		0.0
	Found Property -Master code	1	8	3.6	28.8	2	7	3.6	25.2
	Found - License Plate	0	1	3.6	3.6	0	1	3.6	3.6
	Found - Vehicle Accessories	0	0		0.0	0	1	3.6	3.6
	Found-Personal Accessories	3	11	3.6	39.6	3	6	3.6	21.6
	Found-Household Property	1	3	3.6	10.8	0	0		0.0
	Found-Radio,TV,Sound-Reprod. Equip.	0	1	3.6	3.6	1	2	3.6	7.2
	Found-Bicycles	0	7	3.6	25.2	2	2	3.6	7.2
	Found-Others	1	7	3.6	25.2	1	5	3.6	18.0
	Lost Property -Master code	4	8	3.6	28.8	0	5	3.6	18.0
	Lost License Plate	3	6	3.6	21.6	0	4	3.6	14.4
	Lost Disabled Parking Permit	0	1	3.6	3.6	0	0		0.0
	Lost - Computer, parts & accessories	0	0		0.0	0	1	3.6	3.6
	Lost-Personal Accessories	0	12	3.6	43.2	4	9	3.6	32.4
	Lost-Household Property	0	0		0.0	0	1	3.6	3.6
	Lost-Jewellery	0	1	3.6	3.6	0	0		0.0
	Lost-Radio,TV,Sound-Reprod. Equip.	1	1	3.6	3.6	0	2	3.6	7.2
	Lost-Others	1	8	3.6	28.8	0	4	3.6	14.4
	Sudden Death -master code	0	0		0.0	0	2	3.6	7.2
	Sudden Death - Accidental	0	0		0.0	0	1	3.6	3.6
	Sudden Death - Suicide	0	1	3.6	3.6	1	3	3.6	10.8

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## Calls For Service (CFS) Billing Summary Report

### Adjala-Tosorontio, Essa, New Tecumseth May - 2019

Billing Categories (Billing categories below do not match traditional crime groupings)		2019				2018			
		May	Year to Date	Time Standard	Year To Date Weighted Hours	May	Year to Date	Time Standard	Year To Date Weighted Hours
Operational	Sudden Death - Natural Causes	7	14	3.6	50.4	3	25	3.6	90.0
	Sudden Death - Others	0	2	3.6	7.2	1	4	3.6	14.4
	Suspicious Vehicle	20	74	3.6	266.4	16	82	3.6	295.2
	Trouble with Youth	13	41	3.6	147.6	17	58	3.6	208.8
	Medical Assistance -Master code	0	1	3.6	3.6	1	1	3.6	3.6
	Medical Assltance -Other	1	6	3.6	21.6	1	5	3.6	18.0
	Vehicle Recovered - Automobile	1	2	3.6	7.2	0	4	3.6	14.4
	Vehicle Recovered - Trucks	0	0		0.0	0	3	3.6	10.8
	Vehicle Recovered - Constr. Vehicle	0	0		0.0	0	1	3.6	3.6
	Unwanted Persons	9	46	3.6	165.6	9	40	3.6	144.0
	Neighbour Dispute	16	62	3.6	223.2	22	47	3.6	169.2
	By-Law -Master code	0	2	3.6	7.2	1	1	3.6	3.6
	Noise By-Law	1	3	3.6	10.8	0	0		0.0
	Dogs By-Law	0	0		0.0	1	1	3.6	3.6
	Firearms (Discharge) By-Law	1	1	3.6	3.6	0	1	3.6	3.6
	Other Municipal By-Laws	3	13	3.6	46.8	7	23	3.6	82.8
	Traffic By-Law	3	9	3.6	32.4	1	2	3.6	7.2
	Assist Fire Department	1	14	3.6	50.4	1	8	3.6	28.8
	Assist Public	90	437	3.6	1,573.2	120	499	3.6	1,796.4
	Family Dispute	25	122	3.6	439.2	34	139	3.6	500.4
Suspicious Package	0	0		0.0	0	1	3.6	3.6	
Protest - Demonstration	0	1	3.6	3.6	0	0		0.0	
<b>Total</b>	<b>321</b>	<b>1,485</b>	<b>3.6</b>	<b>5,346.0</b>	<b>417</b>	<b>1,551</b>	<b>3.6</b>	<b>5,583.6</b>	
Operational2	False Alarm-Accidental Trip	8	43	1.3	55.9	25	97	1.3	126.1
	False Alarm-Malfunction	3	23	1.3	29.9	5	28	1.3	36.4
	False Holdup Alarm-Accidental Trip	0	2	1.3	2.6	0	0		0.0
	False Holdup Alarm-Malfunction	1	3	1.3	3.9	0	1	1.3	1.3
	False Alarm -Others	12	59	1.3	76.7	18	62	1.3	80.6
	False Alarm -Cancelled	8	31	1.3	40.3	8	30	1.3	39.0
	Keep the Peace	21	90	1.3	117.0	14	66	1.3	85.8
	911 call / 911 hang up	172	722	1.3	938.6	74	380	1.3	494.0
	911 hang up - Pocket Dial	32	146	1.3	189.8	15	85	1.3	110.5
	911 call - Dropped Cell	37	145	1.3	188.5	6	46	1.3	59.8
	<b>Total</b>	<b>294</b>	<b>1,264</b>	<b>1.3</b>	<b>1,643.2</b>	<b>165</b>	<b>795</b>	<b>1.3</b>	<b>1,033.5</b>

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### Calls For Service (CFS) Billing Summary Report

#### Adjala-Tosorontio, Essa, New Tecumseth May - 2019

Billing Categories <i>(Billing categories below do not match traditional crime groupings)</i>		2019				2018			
		May	Year to Date	Time Standard	Year To Date Weighted Hours	May	Year to Date	Time Standard	Year To Date Weighted Hours
Traffic	MVC (MOTOR VEHICLE COLLISION) - Master code	0	4	3.4	13.6	7	10	3.4	34.0
	MVC - Personal Injury (MOTOR VEHICLE COLLISION)	2	25	3.4	85.0	8	32	3.4	108.8
	MVC - Prop. Dam. Non Reportable	11	119	3.4	404.6	29	109	3.4	370.6
	MVC - Prop. Dam. Reportable (MOTOR VEHICLE COLLISION)	20	185	3.4	629.0	45	238	3.4	809.2
	MVC - Prop. Dam. Failed to Remain (MOTOR VEHICLE COLLISION)	8	30	3.4	102.0	9	48	3.4	163.2
	MVC - Pers. Inj. Failed To Remain (MOTOR VEHICLE COLLISION)	0	1	3.4	3.4	0	1	3.4	3.4
	MVC - Fatal (MOTOR VEHICLE COLLISION)	0	0		0.0	0	1	3.4	3.4
	MVC - Others (MOTOR VEHICLE COLLISION)	0	1	3.4	3.4	1	2	3.4	6.8
	<b>Total</b>	<b>41</b>	<b>365</b>	<b>3.4</b>	<b>1,241.0</b>	<b>99</b>	<b>441</b>	<b>3.4</b>	<b>1,499.4</b>
<b>Total</b>	<b>819</b>	<b>3,947</b>		<b>14,690.2</b>	<b>879</b>	<b>3,628</b>		<b>14,710.1</b>	

**Note to Detachment Commanders:**

- The content of each report is to be shared by the Detachment Commander only with the municipality for which it was generated. The municipality may treat this as a public document and distribute it as they wish.
- All data is sourced from the Niche RMS application. Included are 'reported' occurrences (actuals and unfounded occurrences) for 'billable' occurrences ONLY. Data is refreshed on a weekly basis.
- The Traffic category includes motor vehicle collision (MVC) occurrences entered into Niche (UCR code 8521). MVCs are NOT sourced from the eCRS application for this report.
- Only the primary violation is counted within an occurrence.
- Time standards displayed are for the 2017 billing period.

**Note to Municipalities:**

- Data contained within this report is dynamic in nature and numbers will change over time as the Ontario Provincial Police continues to investigate and solve crime.
- This report is NOT to be used for crime trend analysis as not all occurrences are included.
- Data groupings within this report do not match traditional crime groupings seen in other public reports such as the OPP Police Services Board reports or Statistics Canada reporting.

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	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	Percentage
Essa, Alessio Drive, Essa													0	0.000
Essa 5th Sideroad	1				5	5							12	1.202
Essa 10 Sideroad Essa		1	1		1								3	0.301
Essa 10th Line Essa	2	1			2	1							6	0.601
Essa 11th Line Essa													0	0.000
Essa 20th Sideroad Essa	20		12	14	12								58	5.812
Essa 25th Sideroad Essa	12	4	15	11	4								46	4.609
Essa 2nd Conc. Essa													0	0.000
Essa 30th Sideroad, Essa													0	0.000
Essa 3rd Line Essa													0	0.000
Essa 5th Line Essa	1	5			1								7	0.701
Essa 6th Line Essa				1									1	0.100
Essa 7th Line Essa	2												2	0.200
Essa 8th Line Essa				1	1								2	0.200
Essa 9th Line, Essa	1												1	0.100
Essa Ashburton Cres., Essa													0	0.000
Essa Armeta Clow Cres Angus													0	0.000
Essa Auburn St., Angus													0	0.000
Essa Barrie St., Thornton	1	32			3								36	3.607
Essa Brentwood Rd., Angus	1	5	8	16	1								31	3.106
Essa Brian St.													0	0.000
Essa Brookside Gate, Angus			2										2	0.200
Essa Bushey Ave., Angus													0	0.000
Essa Cecil Street, Angus	1		3	2									6	0.601
Essa Centre Street, Angus					1								1	0.100
Essa Cindy Lane, Angus													0	0.000
Essa Commerce Dr., Angus				5	1								6	0.601
Essa Coulson Ave., Angus													0	0.000
Essa County Road 10	13	18	20	52	47								150	15.030
Essa County Road 15 Essa		5	3	5	11								24	2.405
Essa County Road 21 Essa	4	1	3	5	10								23	2.305
Essa County Road 27 Essa	24		12	28	9								73	7.315
Essa County Road 56 Essa	3	4	10	8	8								33	3.307
Essa County Road 90 Essa	4	7	20	16	54								101	10.120
Essa Cross Street, Angus		1											1	0.100
Essa Denney Drive, Baxter													0	0.000
Essa Elizabeth Street													0	0.000
Essa Fraser Street													0	0.000
Essa Greenwood Dr., Angus			1										1	0.100
Essa Huron St., Angus													0	0.000
Essa Hwy 89	28	49	63	66	35								241	24.148
Essa Innisfil Beach Road	1												1	0.100
Essa King Street Angus		4	1		4								9	0.902
Essa Lookout Street				1	1								2	0.200
Essa Mapleview Dr., Thornton													0	0.000
Essa Margaret St., Angus	1												1	0.100
Essa Masey St., Angus	1												1	0.100
Essa McCarthy Cres., Angus													0	0.000
Essa McKinnon Road													0	0.000
Essa Meadowland Blvd., Thornton	5												5	0.501
Essa Mike Hart Dr., Angus				2									2	0.200
Essa Mill Street Angus	11	13	9	45	17								95	9.519
Essa Murphy Road													0	0.000
Essa Old Mill Rd													0	0.000
Essa Pine River Rd., Angus													0	0.000
Essa Gold Park Gate, Angus													0	0.000
Essa Ralgan Street				1									1	0.100
Essa Robert Street, Thornton	2	1		1	2								6	0.601
Essa Roth Street, Angus			1										1	0.100
Essa Simcoe Street, Angus													0	0.000
Essa Smith Rd., Angus				2									2	0.200
Essa Scotch Line	1		1										2	0.200
Essa Stonemount Cres													0	0.000

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	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	Percentage
Essa Summerset Place, Angus													0	0.000
Essa Truax Crescent, Angus													0	0.000
Essa Vernon St., Angus													0	0.000
Essa William Street													0	0.000
Essa Willoughby Road			1		2								3	0.301
<b>Total Charges Essa</b>	<b>140</b>	<b>151</b>	<b>187</b>	<b>289</b>	<b>231</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>998</b>	<b>100.000</b>

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**NOTTAWASAGA POLICE SERVICES BOARD**  
June 26, 2019

**REPORT #PSB-2019-01**

**OPP COMMUNITY REPORT NEWSPAPER COST**

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**RECOMMENDATION**

That Report #PSB-2019-01 be received,

And that the Nottawasaga Police Services Board authorize the extra cost for digital distribution of the OPP Community Report newspaper;

And that Metrolandmedia Invoice #4981758 dated June 2, 2019 in the amount of \$7,669.95 be paid;

And that the 2020 budget include the digital circulation of the report.

**OBJECTIVE**

The purpose of this report is to request approval to pay the invoice for the 2019 OPP Community Report newspaper.

**BACKGROUND**

In 2018 the community report newspaper was published for the first time and it was circulated to residents via The Herald at a net cost of \$5,437.67.

The report was well received and the Board supported making the newspaper an annual publication.

**COMMENTS AND CONSIDERATION**

In 2019 the Herald provided digital distribution in addition to the printed newspaper at a cost of \$990.00 plus HST. This cost was not included in the budget and therefore the invoice is over the approved amount. A copy of the quote is attached (Attachment No. 1).

Constable Cruz authorized the digital production as she understood it had been approved by the Board. It wasn't until the actual invoice was received that this came to light.

**FINANCIAL CONSIDERATIONS**

The 2019 budget includes \$6,000.00 for the publication and distribution of the annual newspaper based on 2018 cost. Digital distribution was not included. See attached Project Detail Sheet (Attachment No. 2).

The invoice from Metrolandmedia dated June 2, 2019 is in the amount of \$7,669.95 before HST rebate. (Attachment No. 3)

Respectfully submitted;

---

Nancy Rugman  
Secretary

RE: OPP NOTTAWASAGA COMMUNITY REPORT-quote

ATTACHMENT No. 1  
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Clare, Dawn <DClare@simcoe.com>

Wed 6/12/2019 12:16 PM

Re: PSB <psb@newtecurmseth.ca>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Nancy,

Please see below for quote. The invoice you have is actually for \$6787.57 + tax which is a little less than the quoted amount of \$6800 + tax. Also, distribution date was moved to May 30 as per invoice.

Thanks again,

**Dawn Clare**  
Distribution Marketing Consultant  
The Connection, The Sun, The Herald

**Star Metroland Media**  
11 Ronell Cres, Collingwood, L9Y 4J6 T: (705) 444-1875 x795032  
169 Dufferin St. S. Alliston, L9R 1E6 T: (705) 435-6228 x792163  
Mobile: (705) 241-3120  
[dclare@simcoe.com](mailto:dclare@simcoe.com) [www.metroland.com](http://www.metroland.com)

\*\*In line with industry standards, please do not send any credit card information by email.\*\*

From: Cruz, Lisa (OPP) <[Lisa.Cruz@opp.ca](mailto:Lisa.Cruz@opp.ca)>  
Sent: January 25, 2019 7:57 AM  
To: Clare, Dawn <[DClare@simcoe.com](mailto:DClare@simcoe.com)>  
Subject: RE: OPP NOTTAWASAGA COMMUNITY REPORT-quote

Thanks!!!! @

From: Clare, Dawn [<mailto:DClare@simcoe.com>]  
Sent: 24-Jan-19 6:18 PM  
To: Cruz, Lisa (OPP) <[Lisa.Cruz@opp.ca](mailto:Lisa.Cruz@opp.ca)>  
Subject: RE: OPP NOTTAWASAGA COMMUNITY REPORT-quote

OOPS I just checked the quote and it is for 24,000 not 25m...

Good Morning Lisa,

Please review the following quote for 12pg 2019 OPP Community Report.

This quote includes;  
- printing 24000 pieces  
-artwork  
-Alliston and area distribution on April 4 2019 (tentative)- presently reaching 23,073 homes  
-65,000 digital impressions on simcoe.com and mobile banner pop up on cell phones-when readers click on the PC or Mobile ad they will be redirected to your website directly to the page where the OPP Community Report will be.

Total Cost: \$6800.00 + tax

Files must be ready for press by March 13 for April 4 distribution (tentative date).

Thanks again for the opportunity to quote. Please let me know if you have any questions or concerns.

Best Regards,

**Dawn Clare**  
Distribution Marketing Consultant  
The Connection, The Sun, The Herald

**Star Metroland Media**  
11 Ronell Cres, Collingwood, L9Y 4J6 T: (705) 444-1875 x795032  
169 Dufferin St. S. Alliston, L9R 1E6 T: (705) 435-6228 x792163  
Mobile: (705) 241-3120  
[dclare@simcoe.com](mailto:dclare@simcoe.com) [www.metroland.com](http://www.metroland.com)



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## NOTTAWASAGA POLICE SERVICES BOARD SPECIAL PROJECT DETAIL SHEET

<b>Budget Year</b>	2019		
<b>Project Number</b>	2019-05		
	<b>ANNUAL NEWSPAPER</b>		
<b>Project Description:</b>	Publication and distribution of an annual newspaper to inform the residents in the detachment area on accomplishments, programs and upcoming events.		
<b>Project Justification</b>	The first edition of the newspaper was issued in 2018 and the reponse was an overwhelming positive from the public. The plan is to issue an similar publication in 2019.		
<b>Project Costs</b>	Printing and distribution 1-241-000121-3270	\$ 6,000.00	<b>Notes:</b>
		\$ -	
		\$ -	
	Applicable Taxes:	Included	
	Project Total:	<b>\$ 6,000.00</b>	
<b>Funding Source</b>	1-241-000031-0593	\$ 6,000.00	<b>Notes:</b>
		\$	
		\$	
	Total Funding:	<b>\$ 6,000.00</b>	
<b>Approvals</b>			
<b>Date Prepared</b>	October 19, 2018	<b>Date Approved:</b>	October 24, 2018



ADVERTISING INVOICE and STATEMENT

BILLED ACCOUNT NUMBER	BILLING DATE	TOTAL AMOUNT DUE	STATEMENT NUMBER
1597766	06/02/2019	\$7,669.95	4981758
BILLING PERIOD	TERMS OF PAYMENT		PAGE #
05/06/2019 - 06/02/2019	Upon Receipt		1 of 1
ADVERTISER NUMBER	ADVERTISER NAME		
1597766	Nottawasaga OPP		
CURRENT	28-63 DAYS	64-91 DAYS	92 DAYS AND UP
\$7,669.95	\$0.00	\$0.00	\$0.00

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Lisa Cruz  
 Nottawasaga OPP  
 PO Box 939  
 Alliston, ON L9R 1W1

Account Summary	
Previous Balance	\$0.00
Payments on Account	\$0.00
New Charges, Debits	\$6,787.57
Credit Adjustments	\$0.00
Total Taxes	\$882.38
Finance Charges	\$0.00
<b>Total Amount Due</b>	<b>\$7,669.95</b>

DATE	NEWSPAPER REFERENCE	DESCRIPTION - OTHER COMMENTS / CHARGES	SAU/ SIZE BILLED UNITS	TIMES RUN RATE	NET AMOUNT
05/05/2019		Previous Balance			0.00
05/30/2019	Ad #11259046	Display Invoice	Inserts	1	
	Inv. BAD0430521	Alliston Herald	22.774 T	55.00	1,252.57
		HST/GST (R137752424)			162.83
05/30/2019	Ad #11027466	PRINT/ARTWRK COST 24M OPP NEWSPAPER	A	1	
	Inv. BAD0430614	Alliston Job with Lineage			4,545.00
		HST/GST (R137752424)			590.85
05/30/2019	Ad #11151029	Digital - Thestar.com	Inserts	1	
	Inv. BAD0430669	Digital Impressions			0.00
		thestar.com			990.00
		HST/GST (R137752424)			128.70
06/02/2019		Balance Due			7,669.95

PLEASE DETACH AND INCLUDE WITH YOUR PAYMENT

PAYMENT COUPON

STATEMENT NUMBER	BILLING DATE	TERMS OF PAYMENT	ADVERTISER NUMBER	ADVERTISER NAME
4981758	06/02/2019	Upon Receipt	1597766	Nottawasaga OPP

Metroland Media Group Shared Services (MLN)  
 PO Box 300  
 Hamilton, ON  
 L8N 3G3  
 Billing: (866) 773-6575 Credit: (866) 773-6571

1597766  
 Lisa Cruz  
 Nottawasaga OPP  
 PO Box 939  
 Alliston, ON L9R 1W1

TOTAL AMOUNT DUE	AMOUNT ENCLOSED
\$7,669.95	

501049817580007669952

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**THE CORPORATION OF THE TOWNSHIP OF ESSA**

**BY-LAW 2019 – 60**

**A By-law to authorize the execution of a Lease Agreement with Signum Wireless Corporation and to allow for the installation of a Telecommunications Tower at 135 King Street, Angus.**

WHEREAS section 8 of the *Municipal Act*, 2001, as amended, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

WHEREAS section 9 of the *Municipal Act*, 2001 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

WHEREAS section 11 of the *Municipal Act*, 2001, provides that a municipality may pass By-laws regarding matters within spheres of jurisdictions, including highways, structures and parks; and

WHEREAS at its meeting of March 20, 2019, Council passed Resolution CW054-2019 authorizing the pending application from Signum Wireless to enter into an Agreement for the installation of a Telecommunications Tower and lease of the property at 135 King Street; and

WHEREAS the Corporation of the Township of Essa is the owner of the property municipally known as 135 King Street, Angus;

NOW THEREFORE BE IT RESOLVED THAT Council of the Corporation of the Township of Essa hereby enacts as follows:

1. That the Mayor and Clerk be and are hereby authorized to execute a Lease Agreement with Signum Wireless Corporation, affixed hereto as Schedule "A", to allow for the installation of a Telecommunications Tower and lease of the property municipally known as 135 King Street, Angus;
2. That this By-law shall come into full force and effect on the date of final passage hereof.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 3<sup>rd</sup> day of July, 2019.

\_\_\_\_\_  
Sandie Macdonald, Mayor

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Lisa Lehr, Clerk

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**LEASE AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF ESSA**

- and -

**SIGNUM WIRELESS CORPORATION**

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SCHEDULES:

SCHEDULE "A"

LEGAL DESCRIPTION OF PROPERTY

SCHEDULE "B"

AERIAL PHOTOGRAPH WITH PROPERTY LINE DISTANCES



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**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF ESSA**  
Hereinafter called the "Municipality"

OF THE FIRST PART

-and-

**SIGNUM WIRELESS CORPORATION**  
Hereinafter called "LESSEE"

OF THE SECOND PART

**WHEREAS THAT:**

**WHEREAS** the Municipality is the owner of the lands more particularly described in Exhibit "A" attached hereto, (hereinafter called the "Premises"); and,

**WHEREAS** at the Council meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2017, By-law No. \_\_\_\_\_ was passed by the Council of the Municipality authorizing the entering into of this Option and Lease with the LESSEE of that part of the Premises, shown on Exhibit "B" attached hereto, (hereinafter called the "Leased Space") for the purposes and upon the conditions described herein.

**NOW THEREFORE IN CONSIDERATION** of the Leased Space and the mutual covenants, terms and conditions herein set forth, the parties agree as follows:

**1. The Option**

- a. For the sum of one dollar (\$1.00) (the "Option Fee"), to be paid to the Municipality by the LESSEE upon execution of this Lease and other good and valuable consideration, the Municipality hereby grants to the LESSEE the exclusive and irrevocable option for one (1) year from the date hereof (the "Option Period"), to lease the Leased Space (as defined below) on the terms and conditions set forth below (the "Option"). LESSEE may, on providing written notice to the Grantor at least thirty (30) days prior to the expiration of the Option Period, extend the Option Period for an additional one (1) year. Any such extension shall be deemed to be included in the term "Option Period" for the purposes of this option.
- b. During the Option Period, the LESSEE shall have the right to enter the Municipality's property to conduct tests and studies, at the LESSEE'S expense, to determine the suitability of the Leased Space for the LESSEE'S intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements. Once the LESSEE has completed any tests or studies as set out herein they agree, at their expense, to reinstate the Leased Space to as good or better as condition as it was in prior to entry by the LESSEE. Should the LESSEE elect not to exercise the Option, it agrees to provide to the Municipality copies of any tests or studies that it obtained, at no cost to the Municipality.

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- c. The LESSEE may exercise the Option by delivery of written notice to the Municipality in accordance with the Notice provision specified herein. Upon the LESSEE'S exercise of the Option, the Lease which follows will take effect.

2. Leased Space and Premises

- a. Upon the LESSEE'S exercise of the Option, the Municipality shall lease, and hereby leases, to the LESSEE (12m x 12m) square meters of space as depicted approximately 225 Square Metres in Exhibit "B" attached hereto (the "Leased Space") within the property commonly known as **135 King Street, Angus, Ontario L0M 1B0** (the "Premises") with the legal description set forth in Exhibit "A" attached hereto. The Municipality also hereby grants to the LESSEE the right to survey the Leased Space at the LESSEE'S cost. The Leased Space will be utilized to construct, support and operate a wireless communications facility, including a monopole communications tower, antennas, cables, and related structures and improvements (collectively the "Structures"), including the uses as permitted and described in Section 11 of this Lease and for any other purpose required to maintain, support and operate a wireless communication facility upon obtaining the Municipality's prior written consent which shall not be unreasonably withheld, conditioned or delayed but which may be subject to approval by Municipality's Council.

3. Term

- a. The initial term of this Lease will be five (5) years from the "Commencement Date" specified below ("Initial Term") (in no event shall this date be earlier than the date on which the LESSEE exercised the Option) and shall automatically renew for up to eight (8) additional terms of five (5) years each ("Renewal Term(s)") unless the LESSEE notifies the Municipality of its intention not to renew prior to commencement of the succeeding Renewal Term. This Lease and all the terms, covenants, grants, easements and agreements contained herein shall be conditional upon compliance with the applicable subdivision control legislation of the jurisdiction in which the Premises are located. Unless and until any required consents are obtained under the aforesaid subdivision control legislation (if applicable), the maximum term of this Lease, including any possible renewals or extension terms, shall be one (1) day less than the maximum term permitted under the aforesaid subdivision control legislation. The Lessor/Municipality may terminate the Lease upon providing one hundred twenty (120) days written notice to the LESSEE, any time after the Initial Term and two (2) further Terms totaling fifteen (15) years.

4. Rent

- a. The rent for the first five (5) years of the Lease will be Twelve Thousand Canadian Dollars (**CAD \$12,000.00**) plus applicable taxes (Provincial Sales Tax, Goods and Services Tax and/or Harmonized Sales Tax) per year (the "Rent"), paid in advance on or before the 1<sup>st</sup> day of August of each year of the term, which the LESSEE will pay to the Municipality at **5786 County Road 21, Utopia, ON L0M 1T0**. Attention: Greg Murphy, Chief Administrative Officer. If the Initial Term or any Renewal Term does not begin on the first day of August, the Rent for that partial year will be prorated by multiplying the annual Rent by a fraction, the numerator of which is the number of days of the partial year included in the Initial Term and the denominator of which is the total number of days in the full calendar year. The then current annual rental fee will be increased by ten percent (10%) every fifth year during the Term and any renewal or extensions.

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5. Municipality's Legal Costs

- a. The LESSEE agrees to reimburse the Municipality for its costs on a 100% cost recovery basis upon presentation of an invoice to them, prior to execution of the Lease by the Municipality.

6. Ingress and Egress

- a. The Municipality hereby grants to the LESSEE an easement (the "Easement") for ingress, egress and regress over the Premises adjacent to the Leased Space attached hereto, being Lots 39 and 47 on Plan 160A only, for construction, operation and maintenance of the Structures on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground telephone, telegraph, and power lines, in connection with its use of the Leased Space. The term of this Easement will commence upon exercise of the Option and will continue until the last to occur of:
  - i. Expiration of the Initial Term or Renewal Term; or,
  - ii. Removal by the LESSEE of all of its property from the Leased Space after expiration of the Initial Term or a Renewal Term; or
  - iii. Termination of the Lease by the Municipality.
- b. The location and configuration of the Easement will be shown on the survey prepared by the LESSEE at the LESSEE'S expense and be approved by the Municipality prior to the LESSEE'S exercise of the Option, or the LESSEE'S approval of the survey. The Easement shall be included in any recorded Memo (as hereinafter defined) of this Lease. In addition, at the LESSEE'S request and expense, this Easement will be set forth in a separate easement agreement (the "Easement Agreement") which the Municipality and the LESSEE agree to execute and which the LESSEE will, upon receiving the Municipality's approval as to the form and content of the Easement Agreement, register on title at the LESSEE'S expense on the Premises. In all events, the Easement and this Lease shall be binding upon all subsequent owners, successors and assigns.
- c. The LESSEE agrees that the Municipality may use the Easement Lands for any purpose they wish, providing that the rights of the LESSEE are not negatively impacted.
- d. The LESSEE agrees that the Municipality may, at the Municipality's expense, relocate the above described easements to another comparable location on the Premises provided that:
  - i. The LESSEE receives no less than sixty (60) days prior written notice thereof;
  - ii. The LESSEE approves the proposed new location of the easement, which approval will not be unreasonably withheld or delayed;
  - iii. The LESSEE'S access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and,
  - iv. The utility services to the Leased Space are not interrupted.

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7. Title and Quiet Possession

- a. The Municipality is not aware of any lien, easement or other encumbrance that would render the Leased Space unsuitable for the LESSEE'S intended use and the Municipality represents and covenants that the Municipality owns the Leased Space in fee simple.
- b. The Municipality represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space or use or occupancy thereof in accordance with the terms and conditions of the Lease. The Municipality represents and warrants to the LESSEE that the Municipality has the full right to make this Lease and that the LESSEE will have quiet and peaceful possession of the Leased Space throughout the Initial Term and Renewal Term(s). The Municipality represents, warrants and declares that the Premises, being located in Ontario, are not a family residence within the meaning of the *Family Law Act* (Ontario).

8. Subordination, Non-disturbance and Attornment

- a. The LESSEE agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that the LESSEE'S possession of the Leased Space will not be disturbed so long as the LESSEE will continue to perform its duties and obligations under this Lease and the LESSEE'S obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. The LESSEE agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, the LESSEE'S possession of the Leased Space will not be disturbed so long as the LESSEE will continue to perform its duties and obligations under this Lease. The LESSEE'S obligations hereunder are conditioned upon receipt by the LESSEE, within ten (10) business days after the LESSEE'S notice of its intent to exercise the Option, or within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to the LESSEE, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

9. Governmental Approvals and Compliance

- a. During the Initial Term and Renewal Term(s), the LESSEE shall comply with all applicable laws affecting the LESSEE'S use or occupancy of the Leased Space. The LESSEE will not commit, or suffer to be committed, any waste on the Leased Space. In accordance with applicable law, the Municipality agrees to fully cooperate with the LESSEE in order to obtain the necessary permits, providing said permits are permitted for this property for construction and use of the Leased Space and its Structures (including any modification(s) to the tower or Leased Space or the addition(s) of equipment or sublessee to the tower or Leased Space), including, but not limited to, processing any zoning approvals/permits and building permits, all at the LESSEE'S expense. The Municipality agrees not to take any action that may adversely affect the LESSEE'S ability to obtain all of the necessary permits required for construction of the Structures. The LESSEE will obtain any necessary governmental licences or authorizations required for the construction and use of the LESSEE'S intended Structures on the Leased Space and will furnish copies of same to the Municipality's Manager of Planning and Development, or designate as same are issued.

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10. Assignment and Subleasing

- a. Provided that the LESSEE is not in breach of any of its obligations as contained herein, it may; (a) sublet all or part of the Leased Space without the Municipality's written consent, and (b) assign or transfer this Lease in whole or in part with the Municipality's written consent, save and except that the LESSEE may assign or transfer this Lease to an affiliated company of the LESSEE with notice to the Municipality, but without the Municipality's consent. If the LESSEE assigns or transfers the Lease in whole to a third party, upon such assignment, the LESSEE shall be relieved of all rights, liabilities and obligations under this Lease provided that the assignee first executes an agreement with the Municipality to be bound by all terms and conditions of the Lease instead of the LESSEE.
- b. The Municipality may not assign this Lease or rights thereunder, except in connection with conveyance of fee simple title to the Premises. The Municipality may assign its rights for usage on the tower provided it is mutually agreed upon by both parties and operationally necessary.
- c. In the event that the LESSEE from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by the LESSEE to erect or maintain the Structures within the Leased Space, the Municipality hereby grants to the LESSEE a temporary construction easement over such portion of the Premises approved by the Municipality in writing, not to be unreasonably withheld or delayed, as is reasonably necessary for such work. Following the completion of such work, the LESSEE shall, at the LESSEE'S sole cost and expense, promptly repair any damage to the temporary easement area arising from the LESSEE'S use thereof to the same or better condition that it was in prior to the construction occurring, to the reasonable satisfaction of the Municipality's Manager of Planning & Development.
- d. The LESSEE shall permit the Municipality to install one (1) VHF antenna; two (2) link or I.P. purpose antennas and one (1) line to each antenna and equipment ("Equipment"), (which Equipment will be specifically depicted further in the ASA defined below) on the LESSEE'S communication tower in the future only at a location lower than the reserved location of the LESSEE sublessees, but at a minimum of 100 feet AGL, at no charge and provided that the Municipality's use does not interfere with The LESSEE'S existing or future operations on the Leased Space. In addition, the height of the Municipality's antenna on the tower will be mutually agreed upon by both the Municipality and the LESSEE at a later date. In the event, the Municipality requires ground space in order to install a shelter or pad, Municipality agrees that it shall be located outside of the LESSEE'S Leased Space. Prior to installation of any equipment, the Municipality agrees to execute an Antenna Site Agreement ("ASA"), substantially similar to the one attached hereto as Exhibit "C". The Municipality, at its sole cost and expense, shall be responsible for the installation of its antennas and equipment on the tower. At the LESSEE'S expense, plans, specifications and proposed dates for the Municipality's additional antenna and other related equipment, shall be deemed incorporated into this Agreement upon approval of same by LESSEE. All installation of or other work on Municipality's equipment on the Tower will be at Municipality's sole expense and performed by LESSEE or one of its affiliates or subsidiaries or contractors approved by LESSEE, acting reasonably.
- e. The Municipality also reserves the unfettered right for the erection and use of additional antenna and other related equipment on the tower as required by the Municipality, at the Municipality's expense upon sixty (60) days written notice to the LESSEE at a rent agreed upon by both parties acting reasonably. This right to erect or add antennas and related equipment only extends to the Municipality and not to affiliated or related entities. Prior to installing or allowing any of the Municipality's

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additional antenna and other related equipment to be installed at the tower or making any changes, modifications or alterations to such equipment, the Municipality, at its sole expense, will obtain all required approvals or permits from applicable local, provincial or federal authorities, as the case may be, and will submit to LESSEE the plans, specifications and proposed dates of the planned installation or related activity, for LESSEE's approval which approval LESSEE may not unreasonably withhold. At LESSEE's sole discretion, acting reasonably, the LESSEE may request a tower loading study and/or an intermodulation study performed and certified by an independent licensed professional engineer to be completed at the LESSEE's expense.

11. Notices

- a. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, or sent by email, and addressed as follows:

To the Municipality:           The Corporation of the Township of Essa  
5786 Simcoe County Road 21  
Utopia, ON L0M 1T0  
Attention:     Greg Murphy, CAO  
Phone #:       705-424-9770  
Email:         gmurphy@essatownship.on.ca

Rent Payable to:           The Corporation of the Township of Essa  
5786 Simcoe County Road 21  
Utopia, ON L0M 1T0  
Attention:     Greg Murphy, CAO

To the LESSEE:             SIGNUM Wireless Corporation  
7-8362 Woodbine Avenue, Suite 360  
Unionville, ON L3R 2M6  
Attention:     Robert H. Lane  
Phone #:       647-777-8440  
Email:         Lorne.Galbraith@fonturinternational.com

- b. The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as provided above. Simultaneously with any notice of default given to the LESSEE under the terms of this Lease, the Municipality shall deliver a copy of such notice to Lender at an address to be provided by the LESSEE.

12. LESSEE Improvements

- a. The LESSEE has the right, at its sole expense, to make improvements on the Leased Space for any improvements it may deem necessary for the construction and operation of the Structures provide that all plans for construction are provided to the Municipality and approved in writing by the Municipality prior to any construction commencing. The LESSEE will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All the LESSEE'S Improvements, including but not limited to, prefabricated buildings, generators, fencing, Structures and any other improvements will remain the property of the

LESSEE. The Structures shall only be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, the LESSEE shall restore the Leased Space to its original condition at the commencement of this Lease to a level of two (2) feet below grade.

- b. All leasehold improvements shall be subject to the LESSEE complying with the Municipality's procedures for development and/or redevelopment of telecommunication towers, including the filing of an application for those installations not excluded from consultation.
- c. Following construction of the Structures, the LESSEE shall repair and restore the Leased Space and Premises to a condition equivalent to that existing prior to commencing construction, including without limitation, restore all earth, topsoil and sod and do all requested or necessary grading and landscaping.
- d. The LESSEE shall dispose of all surplus excavated materials outside the Leased Space and Premises at an approved disposal site of its choice. Upon completion of the disposal operation, the LESSEE shall submit to the Municipality a letter of release from the owner of the disposal site.

13. Insurance

- a. The LESSEE shall, at all times during the term(s) of this Lease maintain in full force a Commercial General Liability Insurance Policy covering all of its operations, activities, liabilities and obligations having limits of not less than Two Million Dollars (\$2,000,000) per occurrence with a deductible of no more than \$10,000 or as mutually agreed to by the Municipality and the LESSEE. Coverage shall include but not be limited to bodily injury including death, personal injury, property damage including loss of use thereof, products and completed operations, blanket contractual liability, owners' and contractors' protective, products and completed operations, contingent employers' liability, tenants legal liability and non-owned automobile and contain cross liability and severability of interests clauses. The policy is to state that personal injury and property damage would cover damage from the tower falling down. The Municipality shall be named as an additional insured. Any insurance required to be provided by the LESSEE may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by the LESSEE provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

With respect to the above:

- i) The LESSEE shall on or before the commencement date of the Lease, provide the Municipality with a certificate of insurance evidencing that such insurance and coverage therewith is in effect. The LESSEE shall deliver annually prior to the expiry date and within ten (10) business days of written request, a renewal certificate to the Municipality;
- ii) All policies shall be endorsed to provide the Municipality with not less than 30 days' written notice of cancellation, non-renewal, amendment restricting coverage, or termination;
- iii) All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario, except for any portion of the coverage which may be covered by a blanket insurance policy;
- iv) If the LESSEE fails to maintain insurance as required by this Lease, the Municipality shall have the right to provide and maintain such insurance and give

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evidence to the LESSEE. The LESSEE shall pay the cost thereof to the Municipality on demand;

- v) The LESSEE may be required to provide any other form of insurance as the Municipality, acting reasonably, may require from time to time in form, in amounts and for insurance risks against which a prudent The LESSEE would insure;
  - vi) All applicable deductibles under the above required insurance policies are at the sole expense of the LESSEE; and,
  - vii) All policies taken out by the LESSEE, shall be primary, non-contributing with and not excess of any other insurance available to the Municipality.
- b. The Municipality shall, at all times during the term(s) of this Lease maintain in full force a General Liability Insurance policy covering all of its operations, activities, liabilities and obligations having limits not less than Two Million Dollars (\$2,000,000) per occurrence. On or before the Commencement Date, the Municipality shall give a certificate of insurance evidencing that such insurance is in effect and annually thereafter if requested by the LESSEE. The insurance policy shall be issued by an insurance company authorized to do business in the Province of Ontario.
  - c. The LESSEE agrees to protect, indemnify, keep indemnified and save harmless the Municipality and its employees, directors, officers, members of council, servants and agents, and persons for whom the Municipality is in law responsible, from and against all claims, demands, costs, actions, causes of action, expenses, legal fees whatsoever which may be taken or made against them or any of them incurred or become payable by them or any of them for any loss, damage or injury, including death, of any nature or kind whatsoever arising out of or in consequence of: (i) the LESSEE'S use and occupancy of the Leased Space and/or the Premises; and (ii) any act, negligence, neglect, error or omission of the LESSEE or any employee(s) or subcontractors of the LESSEE in connection with any and all operations associated with said Lease.
  - d. The LESSEE shall ensure that carriers to whom the LESSEE has sublet the Leased Space maintain in full force such insurance policies as shall comply with the insurance obligations of the LESSEE under this Lease and to provide a copy to the Municipality prior to any sublet taking effect.

14. Operating Expense

- a. The LESSEE will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by the LESSEE throughout the Initial Term or Renewal Term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space and all activities conducted thereon.

15. Taxes

- a. The LESSEE will pay any municipal property taxes assessed on, or any portion of the taxes attributable to the Structures. The LESSEE will pay, when due, all municipal property taxes and all other fees and assessments attributable to the the LESSEE'S improvements located on the Premises.



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16. Maintenance

- a. The LESSEE shall maintain the Leased Space in good condition and state of repair. Except insofar as the LESSEE is made responsible by this Lease, the Municipality will maintain the Premises surrounding the Leased Space according to its usual practices.

17. Hold Harmless

- a. The Municipality will be held harmless by the LESSEE from any liability (including reimbursement of reasonable legal fees and all costs) for damages to any person or any property in or upon the Leased Space at the LESSEE'S invitation, or for damages to any person or property resulting from the actions of the LESSEE (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the misconduct or negligence of the Municipality or any of the Municipality's agents, servants, employees, licensees or invitees.
- b. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by the LESSEE will be so installed, kept, stored or maintained at the risk of the LESSEE.
- c. The Municipality will not be responsible for any loss or damage to equipment owned by the LESSEE and which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, the Municipality will be responsible for, and agrees to hold the LESSEE harmless from any liability for damages to any person or any property in or upon the Leased Space arising out of the willful misconduct or negligence of the Municipality or any of the Municipality's agents, servants, employees, licensees or invitees.
- d. Except for willful misconduct, neither the Municipality nor the LESSEE will in any event be liable in damages to each other's property including business loss or business interruption, regardless of the cause of the property damages, and each party expressly waives all claims against each other for such damages.

18. Termination Rights

- a. The LESSEE may terminate this Lease, at its option, after giving the Municipality no less than one hundred twenty (120) days prior written notice to cure, if:
  - i. Any governmental agency denies a request by the LESSEE for a permit, license or approval which is required for the LESSEE to construct or operate the Structures on the Leased Space or any such permit is revoked;
  - ii. The LESSEE determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, problems which cannot reasonably be corrected, impair or restrict the LESSEE from using the Leased Space for the LESSEE'S Intended purpose;
  - iii. The LESSEE determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space;
  - iv. The Municipality does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease;
  - v. Utilities necessary for the LESSEE'S contemplated use of the Leased Space are not available;

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- vi. The Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with the LESSEE'S use of the Leased Space or the LESSEE'S equipment and attachments thereto;
- vii. The Premises now or hereafter contains a Hazardous Material not caused by the LESSEE which would prohibit or materially interfere with the LESSEE'S use of the Leased Space or would damage the LESSEE'S equipment or Structures and attachments thereto
- viii. A material default by the Municipality occurs;
- ix. The Municipality fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue;
- x. The Leased Space is the subject of a condemnation or expropriation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation or expropriation, or if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking);
- xi. If the LESSEE determines, in its sole discretion, that it will not be viable to use the site for its intended purpose; or,
- xii. If the LESSEE determines, in its sole discretion, that it will be unable to use the site for any reason.

In the event of termination by the LESSEE pursuant to this provision, the LESSEE will be relieved of all further liability hereunder, except restoration of the Leased Space pursuant to Section 12 hereof, save and except that the LESSEE will indemnify the Municipality for any environmental contamination of the Leased Space or the Easement. Any rental fees paid prior to the termination date will be retained by the Municipality. In the event the Municipality fails to perform its obligations under this Lease for any reason other than the LESSEE'S breach, the LESSEE may pursue all remedies available at law and in equity.

In the event the Municipality fails to comply with the terms of this Lease, the LESSEE may, after giving the Municipality no less than one hundred twenty (120) days written notice to cure the default, in its sole and absolute discretion, cure any such default, and to the extent the LESSEE incurs any expenses in connection with such cure the Municipality agrees to promptly reimburse the LESSEE for such expenses incurred. The LESSEE may offset the amount of any such expenses incurred against any rent payable hereunder.

- b. The Municipality may terminate this Lease, at its option, if:
  - i. The Municipality has given the LESSEE one hundred twenty (120) days prior written notice to cure a material default. The LESSEE agrees that material default shall include the registration of any security against the Municipality's real property. No such failure to cure a material default, however, will be deemed to exist if the LESSEE has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence in accordance with a binding timeline agreed to by the Municipality. Delay in curing a material default will be excused only if due to causes beyond the reasonable control of the LESSEE; and,

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- ii. The LESSEE fails to pay Rent when due, which default or failure is not cured within fifteen (15) business days after the LESSEE'S receipt of written notice of such default or failure.

19. Exclusivity

- a. During the Initial Term or Renewal Term(s), neither the Municipality, nor its successors or its assigns, will use or suffer or permit another person, corporation, company, or other entity to use the Premises for the uses permitted herein.
- b. Concerning any adjacent parcel of land now or hereafter owned, leased or managed by the Municipality, its successors or assigns, the Municipality shall give reasonable consideration to the limited exclusivity granted to the LESSEE in Article 18 a. and make its own determination about whether a proposed use on an adjacent parcel of land poses a reasonable risk of interfering with the LESSEE'S, or with any sublessee of the LESSEE'S reasonable use and enjoyment of the Leased Space.
- c. The LESSEE acknowledges that the Municipality might reasonably permit within or upon an adjacent parcel of land, the establishment of structures to be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals for reasons of public safety, including police, fire and ambulance service communications.

20. Binding on Successors

- a. The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

21. Access to Leased Space/Premises

- a. The LESSEE shall have, at all times during the Initial Term or Renewal Term(s), the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way. Notwithstanding the foregoing, the LESSEE shall comply with all applicable Municipality by-laws, including the Municipality's Noise By-law, when exercising its right of access.

22. Governing Law

- a. The parties intend that this Lease and the relationship of the parties will be governed by the laws of the province in which the Leased Space is located.

23. Entire Lease

- a. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or, a duly authorized agent of that party, empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

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24. Survey and Testing

- a. The LESSEE will have the right during the Initial Term or Renewal Term(s) of this Lease (and the Option Period, if applicable) to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are: (i) suitable for construction and operation of the Structures and (ii) free of all Hazardous Materials. If the LESSEE, prior to completion of the Structures, determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures, this Lease, upon written notice given to the Municipality prior to completion of the Structures, will become null and void; provided that at the LESSEE'S sole expense the Leased Space will be promptly restored to the extent contemplated by the "LESSEE Improvements", Section 11 above and provided further that the LESSEE will deliver copies of all soil tests and investigation reports to the Municipality's Director of Operations or designate, at no cost to the Municipality.

25. Oil, Gas and Mineral Rights

- a. The Municipality shall not grant, lease, let or demise any rights to drill or explore for oil, gas and other minerals in, on or under the Leased Space. The Municipality covenants that it shall not permit drilling or other activity to be undertaken on or beneath the surface of the Leased Space or Easement area to recover any oil, gas or minerals.

26. Hazardous Waste

- a. The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the Provincial governmental authority where the Leased Space is located or the federal governments, including, but not limited to, any material or substance which is:
  - i. Defined as "hazardous waste," "hazardous material," "hazardous substance," or is otherwise regulated or controlled under any provision of environmental Laws;
  - ii. Petroleum;
  - iii. Asbestos;
  - iv. Polychlorinated biphenyl; or,
  - v. Radioactive material.

The term "Environmental Laws" will mean all statutes specifically described in the foregoing sentence and all applicable federal, provincial and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with the environment, public health, occupational health and safety or Hazardous Materials.

- b. The Municipality represents and warrants that, to the best of the Municipality's knowledge:
  - i. The Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste;
  - ii. Neither the Leased Space nor any part thereof is in breach of any Environmental Laws;

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- iii. There are no underground storage tanks located on or under the Leased Space; and
- iv. The Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability to an extent which would prohibit or materially interfere with the LESSEE'S use of the Leased Space or would damage the LESSEE'S equipment or Structures and attachments thereto.
- c. During the Option Period, the Municipality grants to the LESSEE the right to satisfy itself that the Leased Space is not in a condition that: (i) would prohibit or materially interfere with the LESSEE'S intended use of the Leased Space or would damage the LESSEE'S equipment or Structures and attachments thereto; or (ii) pose a significant cause for concern for anyone's health or well-being.
- d. The LESSEE'S exercise of the Option shall be deemed to be the LESSEE'S representation and warranty that it has satisfied itself that the Leased Space is suitable for the LESSEE'S intended use and that the LESSEE has satisfied itself that the Leased Space does not pose a significant cause for concern for anyone's health or well-being.
- e. The LESSEE covenants and agrees that it shall not use or permit the use of any part of the Leased Space for storage, discharge, release or disposal of hazardous waste.

27. Mechanic's and Lessor's Liens

- a. The LESSEE will not cause any construction, mechanic's, materialman's or other similar lien to be placed on the Leased Space or the Premises and the LESSEE agrees to indemnify, defend and hold harmless the Municipality from any such lien from a party claiming by, through or under the LESSEE.

28. Headings

- a. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

29. Time of Essence

- a. Time is of the essence of the Municipality's and the LESSEE'S obligations under this Lease.

30. Severability

- a. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Lease or the application of same to parties or circumstances, other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

31. Further Assurances

- a. Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or

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applications relating to zoning or land use matters affecting the Structures) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. If the Municipality agrees to provide documentation required by this Lease it will use its best efforts to do so within thirty (30) calendar days of the LESSEE'S request for same. For greater certainty, the Municipality shall provide a Non-Disturbance Agreement required in this Lease. All requirements of the Municipality as set out in this Section, will be completed at the expense of the LESSEE.

32. Right to Register

- a. The Municipality consents to the registration of a Notice of this Lease against the title to the Leased Space in the local Land Registry Office, at the LESSEE'S sole expense, and in a form acceptable to the Municipality and if requested by the LESSEE, agrees to execute an Acknowledgment and Direction Form in the form approved by the Law Society of Upper Canada. The Municipality agrees and authorizes the LESSEE to attach and/or insert a legal description of the Leased Space in such Notice, and once approved by the Municipality, to register such Notice in the local Land Registry Office.

33. Interpretation

- a. Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will apply in the interpretation of this Lease or of any amendments or exhibits to this Lease.

34. Condemnation/Expropriation

- a. The Municipality shall fully advise the LESSEE in a timely manner of all condemnation or expropriation proceedings or prospective condemnation or expropriation proceedings in order that the LESSEE may fully protect and prosecute its rights and claims relating to the Leased Space.
- b. If the whole of the Leased Space shall be taken or condemned or expropriated by, or transferred in lieu of condemnation or expropriation to, any governmental or quasi-governmental authority or agency with the power of condemnation or expropriation during the Option Period or Initial Term or Renewal Term(s) of this Lease, the LESSEE shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all the LESSEE'S improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of the LESSEE'S other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred only to the extent that such costs are paid by the expropriating or condemning authority. In the event that only a portion of the Premises, such portion which does not include the whole of the Leased Space, shall be taken or condemned or expropriation by, or transferred in lieu of condemnation or expropriation to any governmental or quasi-governmental authority or agency with the power of condemnation or expropriation during the Option Period or Initial Term or Renewal Term(s) of this Lease, the LESSEE shall have the option to either:
  - i. Terminate this Lease; or,

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- ii. Continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned, expropriated or transferred in lieu of condemnation or expropriation.
  - c. In either event, the LESSEE shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, expropriated, taken or transferred in lieu of condemnation or expropriation, along with the value of all the LESSEE'S improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of the LESSEE'S other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred, if said amounts are paid by an expropriating or condemning authority. Nothing contained herein shall prohibit the LESSEE from making its own claims against any condemning or expropriating authority for any losses or damages the LESSEE shall incur as a result of a condemnation or expropriation, or sale in lieu of condemnation or expropriation, of the whole or any portion of the Premises.

35. Right of First Refusal

- a. If at any time during the Initial Term or Renewal Term(s) of this Lease, the Municipality receives a bona fide written offer from a third person or company who is in telecommunications or is a lease consolidator ("Offer") to sell, assign, convey, lease or otherwise transfer its interest in the Leased Space, or any portion thereof, which the Municipality desires to accept, the Municipality shall first give the LESSEE written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer. The LESSEE shall have a period of thirty (30) days after receipt of the Municipality's notice and terms to accept the Offer and exercise the LESSEE'S right of first refusal by notifying the Municipality in writing. If the LESSEE has not accepted the Offer in writing to the Municipality within such thirty (30) day period, the Offer will be deemed rejected. In addition to the above, the Municipality shall not, at any time during the Initial Term or Renewal Term(s) of this Lease, grant any interest in any portion of the Leased Space (other than the conveyance of fee simple title to the entire Premises) to any third party or company who is in telecommunications or is a lease consolidator without the prior written consent of the LESSEE, which shall not be unreasonably withheld.

36. Date of Lease

- a. The parties acknowledge that certain obligations of the Municipality and the LESSEE are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease", or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by the Municipality and the LESSEE, whichever is the later, to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

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37. Schedules

- SCHEDULE "A"            Legal Description of Property
- SCHEDULE "B"            Aerial Photograph With Property Line Distances

**COMMENCEMENT DATE:** The date that the LESSEE exercises its Option.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

**THE MUNICIPALITY:  
THE CORPORATION OF THE TOWNSHIP OF ESSA**

Per: \_\_\_\_\_

Name: Terry Dowdall

Title: Mayor

Per: \_\_\_\_\_

Name: Lisa Lehr

Title: Clerk

We have authority to bind the Corporation.

**THE LESSEE:  
SIGNUM WIRELESS CORPORATION**

Per: \_\_\_\_\_

Name:

Title:

I/We have authority to bind the Corporation.

f:\bar\melissa\essa\p4247071 - signum wireless\lease agreement\signum lease - further to client revisions - april 6, 2018 (clean).docx



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SCHEDULE "A"

LEGAL DESCRIPTION

FIRSTLY: Part Osborn Street, closed by By-Law RO112491 on Plan 160A,  
Lying between King Street and Parts 1 and 2 on Plan 51R-25931,  
in the Township of Essa, County of Simcoe  
being all of PIN: 58109-0202 (LT)

SECONDLY: Lots 39 to 40, North Side King Street and  
Lots 47 to 48, South Side Simcoe Street,  
on Plan 160A, in the Township of Essa, County of Simcoe  
being all of PIN: 58109-0064 (LT)

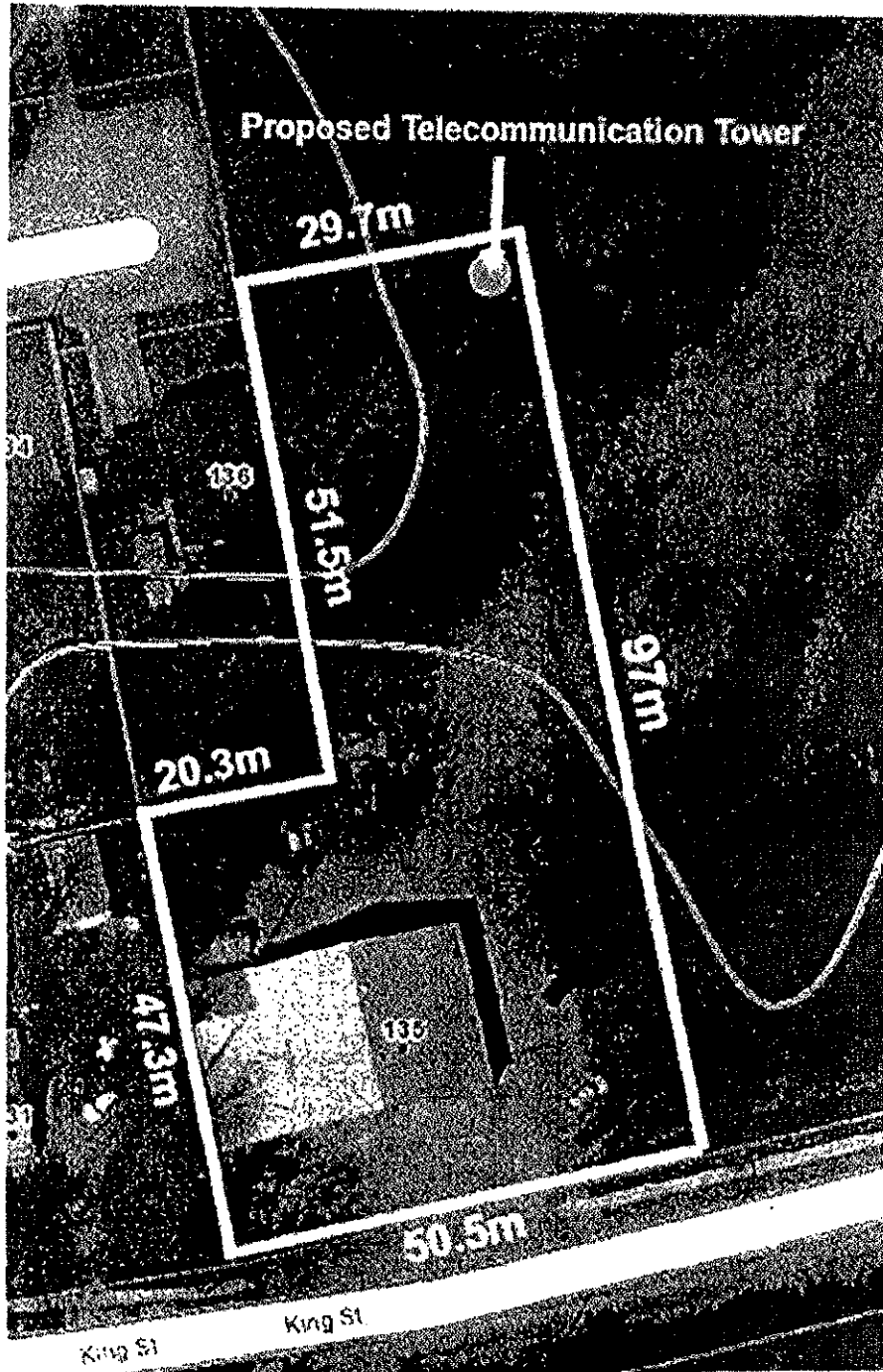
Civic Address: 135 King Street, Angus, ON L0M 1B0

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SCHEDULE "B"

Aerial Photograph with property line distances

Angus Fire Hall, Approximate Property Line Distances



**THE CORPORATION OF THE TOWNSHIP OF ESSA**

**BY-LAW 2019 – 61**

**A By-Law authorizing the Mayor and Clerk to enter into a Lease Agreement with E3 Community Services for use of the interior building known locally as "The Angus Youth Centre", located at 8527 County Road 10, Angus.**

WHEREAS Section 9 of the *Municipal Act*, 2001, as amended, provides municipalities with 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 Section 11 (1) of the Act states that a lower tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

WHEREAS the Corporation of the Township of Essa is the owner of the building known municipally as 8527 County Road 10, Angus, of which consists of approximately 500 square feet and is locally referred to as "The Angus Youth Centre"; and

WHEREAS Essa Township Council deems it desirous to enter into a Lease Agreement with E3 Community Services for a three (3) year period commencing on the 1<sup>st</sup> day of August, 2019 and continuing uninterrupted until the 31<sup>st</sup> day of July, 2022;

NOW THEREFORE the Council of the Corporation of the Township of Essa enacts as follows:

1. THAT the Mayor and Clerk be and are hereby authorized to execute a Lease Agreement between the Corporation of the Township of Essa and E3 Community Services for use of the interior space (approximately 500 square feet) in the building locally referred to as "The Angus Youth Centre", located at 8527 County Road 10, Angus.
2. That the Lease Agreement attached hereto as Schedule "A" forms part of this By-law.
3. That this By-law shall come into force and take effect upon the day it is finally passed.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 3<sup>rd</sup> day of July, 2019.

\_\_\_\_\_  
Sandie Macdonald, Mayor

\_\_\_\_\_  
Lisa Lehr, Clerk

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Schedule "A" to By-law No. 2019-61

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BETWEEN:**

**E3 Community Services**  
(Hereinafter called the "Tenant")  
OF THE FIRST PART

-AND-

**THE CORPORATION OF THE TOWNSHIP OF ESSA,**  
(Hereinafter called the "Landlord")  
OF THE SECOND PART

IN CONSIDERATION of the rents received and the covenants herein contained on the part of the Tenant, the Landlord does hereby lease unto the Tenant those certain premises situated at 8527 County Road 10, Angus, Township of Essa, in the County of Simcoe, and more particularly described in Appendix "A" attached hereto.

**TERM**

The term of this Lease Agreement shall be for a period of one (1) year, commencing on the 1<sup>st</sup> day of August, 2019 and continuing uninterrupted until the 31<sup>st</sup> day of July, 2022.

**RENTAL RATE**

The Tenant agrees to pay to the Landlord a monthly rental sum of FIVE HUNDRED AND TWENTY FIVE (\$525.00) dollars (plus HST) payable one month prior to the first of each month, made payable to the Township of Essa in advance of the first day of each and every month during the term of this Lease Agreement. The Tenant agrees to pay the rental sum to the Treasurer of the Landlord.

The Tenant further agrees that the monthly installments shall be in the hand of the Landlord's Treasurer by the end of the first day of each month regardless of whether this day of each month falls on a Saturday, Sunday or statutory holiday.

The monthly rental fee shall be inclusive of all municipal taxes and the tenant's share of the snow removal from the parking lot and sidewalks, but shall exclude any telephone or communication expenses.

No increase in the rental rate shall be requested or imposed by the Landlord for the duration of this agreement.

**TENANT-COVENANTS**

The Tenant covenants and agrees:

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Schedule "A" to By-law No. 2019-61

- (a) to pay the rent as specified in this Agreement.
- (b) to obtain all necessary insurance, including rent protection for accommodation should it be necessary to relocate in the event the premises are destroyed by fire, explosion or natural disasters such as tornado, flood, earthquake, etc. The Tenant shall also obtain insurance for its purposes and protection against crime, property content and liability while on the premises of the Landlord
- (c) to provide a certificate to the Landlord confirming that such insurance protection has been obtained prior to occupying the premises and shall provide the Landlord with a certificate of insurance upon renewal during the term of this Lease.
- (d) that the premises will be used only for the operation of a non-profit community EarlyOn Centre in accordance with the charitable purposes of the Tenant and for no other purposes without the prior written consent of the Landlord. The Landlord acknowledges and agrees that the Tenant shall be fully responsible for the operation of the EarlyOn Centre, including determining the hours of operation and the programs to be offered.
- (e) to not assign or sublet the premises or any part thereof without the prior written consent of the Landlord.
- (f) to comply with all by-laws, rules, regulations and provisions of any municipal, county, provincial or federal governments.
- (g) to make alterations, renovations and refurbishing to the premises from time to time that may be deemed necessary provided such alterations, renovations or refurbishing are first approved by the Landlord. Notwithstanding the foregoing, the Tenant shall have the right to renovate, fix, construct or alter, etc. the premises for their purposes, undertaking to ensure that the work will be of good quality and performed by qualified workers or trade workers. Any plans for such proposed renovation, construction, alteration, etc. must first be approved by the Landlord and the necessary permits and applications obtained to ensure that the premises will not be defaced, rendered unsafe and in keeping with good standards of public office.
- (h) not to sell, dispose of or remove any goods, chattels, fixtures or equipment from the premises unless and until all rentals and other charges provided for in this Agreement are paid and satisfied in full.
- (i) not to construct, affix or expose any sign or signs on any exterior portion of the building or anywhere on the grounds of the premises without first obtaining the permission of the Landlord in writing. Such permission shall not be reasonably withheld and such permission shall be given so that the Tenant's identity is at least visible to the public.

## Schedule "A" to By-law No. 2019-61

- (j) not to provide any outside facilities including patio, garbage containers, storage facilities or equipment, etc. without the written consent of the Landlord.
- (k) to comply with the normal acceptable rules of the Landlord within the premises including no smoking, no unlawful assembly, no unlawful destruction of the facilities, etc.
- (l) to allow the Landlord and its officers and agents access to the premises to conduct inspections, view the state of the facilities and to repair the equipment, etc. Prior to accessing the premises, the Landlord shall give reasonable notice to the Tenant who may be present at that time.
- (m) that the Landlord shall not be liable to the Tenant for any loss or damage due to the non-repair of items for which the Tenant is responsible under this Lease Agreement, provided that the repairs to same are made within a reasonable time.
- (n) that the Landlord shall not be responsible to make any repairs whatsoever if the need for making such repairs arises out of the willful act or negligence of the Tenant or its employees, and the Tenant shall in such event be responsible for making of such repairs.
- (o) that new locks and security features will be installed at the expense of the Tenant, and that two copies of the keys shall be provided to the Landlord.
- (p) that the Tenant will be responsible for the purchase and installation of a stove / oven and refrigerator should they wish to use. A microwave oven may be used.

**LANDLORD'S COVENANTS**

The Landlord covenants and agrees:

- (a) to provide the premises described in Appendix "A" for the purposes of the Tenant commencing August 1, 2019.
- (b) to provide the necessary parking spaces in the municipal parking lot.
- (c) to provide appropriate washroom facilities within the premises.
- (d) to enter the premises of the Tenant at reasonable times and with prior notice during business hours to make repair in accordance with this Agreement, without interrupting the Tenant's business any more than is reasonably necessary.

Schedule "A" to By-law No. 2019-61

**DAMAGE TO THE PREMISES**

The Tenant agrees to indemnify the Landlord against all claims and demands whatsoever by any person, whether in respect of damage to person or property, occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees.

If the premises or the building on which the premises are located, are damaged or destroyed in whole or in part, by fire or other peril, then the following provisions shall apply:

- (a) if the damage or destruction renders the premises unfit for occupancy and impossible to repair or rebuild within sixty (60) days, then the term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall surrender the remainder of the term to the Landlord;
- (b) if the premises can be repaired and rendered fit for occupancy within sixty (60) days from the occurrence of the damage or destruction, but the damage renders the premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Tenant's obligation to pay rent shall resume immediately after the necessary repairs have been completed.
- (c) if the premises can be repaired within sixty (60) days as aforesaid, but the damage is such that the premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the rent shall abate proportionately.

Any question as to the degree of damage or destruction, or the period of time required to repair or rebuild, shall be determined by a professional retained by the Landlord.

Apart from the provisions herein there shall be no abatement from or reduction of the rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities provided according to this Lease, from any cause whatsoever.

Provided that the damages hereinafter referred to are not the result of any action or inaction on the part of the Landlord, its employees, agents or servants, the Landlord shall not be liable for any damages to any property of the Tenant arising from steam, water, rain or snow which may lead into, issue or flow from any part of the said building, or from the gas, water, steam or drainage pipes or plumbing works of the same or from any other place or quarters or for damage caused by or attributable to the conditions or arrangement of any electric or other wires in the building.

**TERMINATION**

The Landlord and Tenant agree that either party may terminate the lease upon not less than thirty (30) days written notice to the other party at the address provided herein.

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Schedule "A" to By-law No. 2019-61

**NOTICES**

Any written notices of information provided for in this Lease Agreement shall be given by registered mail addressed to the Landlord as follows:

Lisa Lehr, Clerk  
The Corporation of the Township of Essa  
5786 Simcoe County Road 21  
UTOPIA, Ontario L0M 1T0

and addressed to the Tenant as follows:

E3 Community Services Inc  
100 Pretty River Parkway,  
Collingwood, ON  
L9Y 4X2

and every such notice shall be deemed to be given five (5) days after the day it was so mailed.

**PERFORMANCE WAIVER**

The failure of the Landlord to insist upon a strict performance of any of the agreements, terms and conditions hereof shall not be deemed a waiver of any rights or remedies that the Landlord may have and shall not be deemed a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

The words importing the singular number only shall include the plural and vice versa, and the words importing person, firms, workers, and corporations whenever deemed appropriate and necessary.

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CORPORATION OF THE TOWNSHIP  
OF ESSA

\_\_\_\_\_  
Sandie Macdonald, Mayor

\_\_\_\_\_  
Lisa Lehr, Clerk

in the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Cindy Boyce



Schedule "A" to By-law No. 2019-61

APPENDIX "A"

DESCRIPTION OF PREMISES

8527 County Road 10, Angus,  
West Part of Lot 29, Concession 3  
Township of Essa

A building consisting of approximately 500 square feet and known as the Angus Youth Centre.

This lease agreement is for the use of the interior of the building.

**THE CORPORATION OF THE TOWNSHIP OF ESSA**

**BY-LAW 2019 - 62**

**Being a By-law to confirm the proceedings of the Council meeting held on the 3<sup>rd</sup> day of July, 2019.**

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF ESSA  
HEREBY ENACTS AS FOLLOWS:

THAT the action of the Council at its meeting held on the 3<sup>rd</sup> day of July, 2019 and, in respect of each recommendation contained in the Minutes of the Special Council meeting held on the 19<sup>th</sup> day of June, 2019; and Regular Council meeting held on the 19<sup>th</sup> day of June, 2019, and Committee of the Whole meeting held on the 19<sup>th</sup> day of June, 2019; and, in respect of each motion, resolution and other action passed and taken by Council at the said meetings, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.

THAT the Mayor and the proper officials of the Township of Essa are hereby authorized and directed to do all things necessary to give effect to the said actions or to obtain approvals where required, and to execute all documents as may be necessary in that behalf and the Clerk is hereby authorized and directed to affix the Corporate Seal to all such documents.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 3<sup>rd</sup> day of July, 2019.

\_\_\_\_\_  
Sandie Macdonald, Mayor

\_\_\_\_\_  
Lisa Lehr, Clerk